

Terms and Conditions - v8

Sylvia Takken

14-06-2019

Terms and Conditions

Article 1 General

- 1.1 Sylvia Takken is registered in the Trade Register under number 20166623 and is located in Breda.
- 1.2 All offers, orders and agreements of Sylvia Takken these terms and conditions apply.
- 1.3 By placing an order you acknowledge that you agree to the terms and conditions. Sylvia Takken reserves the right for its delivery and / or conditions after the expiry of the term.
- 1.4 The provisions in these conditions can be waived only if expressly agreed in writing and in which case remain in force the remaining provisions of these terms and conditions.

Article 2 Delivery and Returns

- 2.1 Delivery will take place within 3 to 5 working days. Unless otherwise indicated on the website. If the delivery up to 5 working days will not be met, the customer will receive an email from Sylvia Takken with the new delivery date. In that case, the customer has the right to cancel the contract with Sylvia Takken by email.
- 2.2 All terms on the website are indicative. At the time limits may therefore not legally binding.
- 2.3. Payments made by the customer will be returned to the bank or the customer's bank account when the customer wants to terminate the order.
- 2.4. After the customer his / her order has been received, the customer has the right, within fourteendays after the receipt of this article, to terminate the agreement with Sylvia Takken. The customer does not have to give a reason.
- 2.5. If the customer wishes to terminate the agreement under Article 2.5 of these Terms and Conditions, the customer must return the product in the original packaging, after consultation with Sylvia Takken. Return it to the address set by Sylvia Takken.
- 2.6. If the customer has made payments when the customer withdraws from the contract with Sylvia Takken. Sylvia Takken will return these payments within fourteen days after Sylvia Takken has received the returned product.
- 2.7. Sylvia Takken reserves the right to refuse returned items or to refund only a portion of the amount already paid, if it is suspected that the product has been opened, used or by the fault of the customer.
- 2.8. If an item is returned that has sustained the judgment of Sylvia Takken damage due to an act or omission of the customer or otherwise at risk of the customer, Sylvia Takken will inform the customer in writing (via letter or e-mail) inform. Sylvia Takken has the right to keep the depreciation of the product as a result of this damage from the customer to repay the amount.

Article 3 Shipping and payment

- 3.1. All prices on the website are listed in Euros and include statutory value added tax (VAT).
- 3.2 Prices will not be increased within the duration of the offer, unless legal action is necessary or if the printer increases the price.
- 3.3 All prices on the website are subject to misprints. For the consequences of misprints no liability is accepted.
- 3.4 Orders will be shipped after payment. Payment can be made via Ideal, PayPal, creditcard or bank transfer.
- 3.5 Upon receipt of the payment will be sent an order within 3-5 working days. Exception to this is any holiday, this will be stated on the website.
- 3.6 All orders are shipped via Post NL, for international parcels you will receive a track & trace code.

Article 4 Privacy

- 4.1 If you place an order at Sylvia Takken, your data will be included in the customer base of Sylvia Takken. Sylvia Takken adheres to the Data Protection Act and will not provide your information to third parties.
- 4.2 Sylvia Takken respects the privacy of the users of the website and ensures confidentiality of your personal information.
- 4.3 Sylvia Takken uses a mailing list. Each mailing includes instructions to remove yourself from this list.
- 4.4. Personal data provided by the customer will be included in a file. These data will be used for the execution of the customer's order. These data will not be provided to third parties.
- 4.5. Unless the customer has indicated that customers do not appreciate it, the customer data will be entered in a central file of Sylvia Takken. This data will be used to keep the customer up to date on the products and services of Sylvia Takken. The processing of customer data will occur in accordance with applicable laws and regulations.
- 4.6. The client can optionally obtain access to the data recorded by Sylvia Takken on the person of the customer file of Sylvia Takken. The customer is entitled to require modification of the data if this information is not correct.

Article 5 Guarantees

- 5.1 Sylvia Takken guarantees that the delivered products meet the agreement and meet the specifications listed in the offer.

Article 6 Tenders

6.1. Quotations are free unless otherwise stated in the offer.

6.2 Upon acceptance of an offer by the customer, Sylvia Takken reserves the right to terminate the offer within 5 working days of receipt.

6.3 Verbal agreements are not valid, only after they have been explicitly confirmed in writing.

Article 7 Agreement

7.1. An agreement between Sylvia Takken and a customer comes into being after an order or instruction by Sylvia Takken feasibility is assessed.

7.2 Sylvia Takken reserves the right, without giving any reason not to accept orders or contracts or only to accept the condition that the shipment takes place after payment in advance.

Article 8 Images and specifications

8.1 All images on the website Sylvia Takken are only approximate, are indicative and may not lead to damages or rescission of the contract.

Article 9 Force majeure

9.1. Sylvia Takken is not liable if and when she can not be fulfilled due to force majeure.

9.2. Force majeure means any strange reason, and any circumstance, which she can not reasonably be held responsible for her. Delay or failure by our printers, transport problems, strikes, government measures or supply delay. Ss well as from individuals, disease, defects in appliance or shipment tools count explicitly as force majeure.

9.3. Sylvia Takken reserves the right, in case of force majeure, to suspend the right to its obligations and is also entitled to terminate the contract in whole or in part, or to claim that the content of the agreement is amended so as execution remains possible. Under no circumstances Sylvia Takken is obliged to pay any penalty or damages.

Article 10 Communication

10.1 Sylvia Takken is in no way responsible for misunderstandings, damages, delays or clear orders and messages resulting from the use of internet or any other means of communication between the customer and Sylvia Takken or between Sylvia Takken and others, as it relates to the relationship between the customer and Sylvia Takken.

Article 11 Complaints

11.1. All complaints concerning delivery, quality, condition of the article or any other complaint will be taken seriously by Sylvia Takken.

11.2. The customer must make a complaint in writing to Sylvia Takken (letter or email).

11.3. Sylvia Takken shall, within seven days, try to resolve the complaint. Sylvia Takken will inform the customer in writing (via letter or e-mail).

Article 12 Intellectual and industrial property

12.1. The customer must respect all intellectual and industrial property rights that respect the whole and products delivered by Sylvia Takken.

12.2. Sylvia Takken does not guarantee that will be delivered to the customer do not infringe any intellectual and / or industrial property rights of third parties and accepts no liability in case of any third parties based on the fact that an infringement case delivered by Sylvia Takken upon any rights of a third party.

Article 13 Miscellaneous

13.1 If the customer enters a shipping address, Sylvia Takken is entitled to send all orders to this address until the client has a new address.

13.2. Sylvia Takken is competent in the execution of the order (s) of the customer to make use of third parties.

Article 14 Applicable law and disputes

14.1. All offers, orders and agreements of Sylvia Takken are valid under the Dutch law.

14.2 Disputes arising from an agreement between Sylvia Takken and customer, which can not be solved by mutual agreement, will be submitted exclusively to the competent court in the District of Breda.