

# Terms and Conditions - v11

www-toycollectibles-nl

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## General Terms and Conditions Toy Collectibles

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### Article 1 - Definitions

In these conditions the following definitions apply:

Reflection period: the period within which the consumer can exercise his right of withdrawal;

Consumer: the natural person who does not act in the exercise of a profession or business and who enters into a distance contract with the entrepreneur;

Day: calendar day;

Duration transaction: a distance contract relating to a series of products and/or services, the delivery and/or purchase obligation of which is spread over time;

Durable data carrier: any means that enables the consumer or entrepreneur to store information that is addressed to him personally in a way that enables future consultation and unchanged reproduction of the stored information.

Right of withdrawal: the option for the consumer to cancel the distance contract within the cooling-off period;

Model form: the model form for withdrawal that the entrepreneur makes available that a consumer can complete when he wants to exercise his right of withdrawal.

Entrepreneur: the natural or legal person who offers products and/or services remotely to consumers;

Distance agreement: an agreement in which, within the framework of a system organized by the entrepreneur for the distance sale of products and/or services, exclusive use is made of one or more techniques for distance communication up to and including the conclusion of the agreement;

Remote communication technology: means that can be used to conclude an agreement, without the consumer and entrepreneur being together in the same room at the same time.

General Terms and Conditions: the present General Terms and Conditions of the entrepreneur.

### Article 2 - Identity of the entrepreneur

Toy Collectibles

Burgemeester Krijgsmangeerde 34

4942 AW Raamsdonksveer (No visiting address)

Phone number: +31 612946162

E-mail address: [info@toycollectibles.nl](mailto:info@toycollectibles.nl)

Chamber of Commerce number: 94036446

VAT identification number: NL005060452B27

### Article 3 - Applicability

These General Terms and Conditions apply to every offer from the entrepreneur and to every distance contract and orders concluded between the entrepreneur and the consumer.

Before the distance contract is concluded, the text of these general terms and conditions will be made available to the consumer. If this is not reasonably possible, before the distance contract is concluded, it will be indicated that the general terms and conditions can be viewed at the entrepreneur and they will be sent free of charge as soon as possible at the request of the consumer.

If the distance contract is concluded electronically, notwithstanding the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions can be made available to the consumer electronically in such a way that it can be read by the consumer. can be easily stored on a durable data carrier. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general terms and conditions can be viewed electronically and that they will be sent free of charge electronically or otherwise at the request of the consumer.

In the event that, in addition to these general terms and conditions, specific product or service terms and conditions also apply, the second and third paragraphs apply mutatis mutandis and in the event of conflicting general terms and conditions, the consumer can always rely on the applicable provision that is most favorable to him. is.

If one or more provisions in these general terms and conditions are at any time wholly or partially null and void or are annulled, the remainder of the agreement and these terms and conditions will remain in force and the provision in question will be immediately replaced in mutual consultation by a provision that of the original as closely as possible. Situations that are not regulated in these general terms and conditions must be assessed 'in the spirit' of these general terms and conditions.

Any uncertainties about the interpretation or content of one or more provisions of our terms and conditions must be interpreted 'in the spirit' of these general terms and conditions.

### Article 4 - The offer

If an offer has a limited period of validity or is made subject to conditions, this will be expressly stated in the offer. The offer is without obligation. The entrepreneur is entitled to change and adapt the offer. The offer contains a complete and accurate description of the products and/or services offered. The description is sufficiently detailed to enable a good assessment of the offer by the consumer. If the entrepreneur uses images, these are a true representation of the products and/or services offered. Obvious mistakes or errors in the offer do not bind the entrepreneur.

All images and specifications in the offer are indicative and cannot give rise to compensation or termination of the agreement.

Images of products are a true representation of the products offered. The entrepreneur cannot guarantee that the colors displayed correspond exactly to the real colors of the products.

Each offer contains such information that it is clear to the consumer what the rights and obligations are associated with accepting the offer. This concerns in particular:

the price including taxes;

any shipping costs;

the manner in which the agreement will be concluded and what actions are required for this;

whether or not the right of withdrawal applies;

the method of payment, delivery and execution of the agreement;

the period for acceptance of the offer, or the period within which the entrepreneur guarantees the price;

the amount of the rate for distance communication if the costs of using the technology for distance communication are calculated on a different basis than the regular basic rate for the means of communication used;

whether the agreement is archived after its conclusion, and if so, how it can be consulted by the consumer;

the way in which the consumer, before concluding the agreement, can check the data provided by him in the context of the agreement and, if desired, restore it;

any other languages in which, in addition to Dutch, the agreement can be concluded;

the codes of conduct to which the entrepreneur has submitted and the way in which the consumer can consult these codes of conduct electronically; and

the minimum duration of the distance contract in the case of a long-term transaction.

Optional: available sizes, colors, type of materials.

#### Article 5 - The agreement

The agreement is concluded, subject to the provisions of paragraph 4, at the time of acceptance by the consumer of the offer and compliance with the conditions set.

If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm receipt of the acceptance of the offer electronically. As long as receipt of this acceptance has not been confirmed by the entrepreneur, the consumer can terminate the agreement.

If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to secure the electronic transfer of data and ensure a safe web environment. If the consumer can pay electronically, the entrepreneur will take appropriate security measures.

The entrepreneur can - within legal frameworks - inform himself whether the consumer can meet his payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the distance contract. If, based on this investigation, the entrepreneur has good reasons not to enter into the agreement, he is entitled to refuse an order or request with reasons or to attach special conditions to the execution.

The entrepreneur will send the following information to the consumer with the product or service, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable data carrier:

a. the visiting address of the entrepreneur's branch where the consumer can go with complaints;

b. the conditions under which and the manner in which the consumer can exercise the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;

c. the information about warranties and existing after-sales service;

d. the information included in Article 4, paragraph 3 of these conditions, unless the entrepreneur has already provided this information to the consumer before the execution of the agreement;

e. the requirements for terminating the agreement if the agreement has a duration of more than one year or is of indefinite duration.

In the case of a duration transaction, the provision in the previous paragraph only applies to the first delivery.

Every agreement is entered into under the conditions precedent of sufficient availability of the products in question.

#### Article 6 - Right of withdrawal

When delivering products:

When purchasing products, the consumer has the option to terminate the agreement without giving reasons within 14 days. This reflection period commences on the day after receipt of the product by the consumer or a representative designated in advance by the consumer and made known to the entrepreneur.

During the cooling-off period, the consumer will handle the product and packaging with care. He will only unpack or use the product to the extent necessary to assess whether he wishes to keep the product. If he exercises his right of withdrawal, he will return the product with all accessories supplied and - if reasonably possible - in the original condition and packaging to the entrepreneur, in accordance with the reasonable and clear instructions provided by the entrepreneur.

If the consumer wishes to exercise his right of withdrawal, he is obliged to inform the entrepreneur of this within 14 days of receipt of the product. The consumer must make this known using the model form. After the consumer has indicated that he wishes to exercise his right of withdrawal, the customer must return the product within 14 days. The consumer must prove that the delivered goods have been returned on time, for example by means of proof of shipment.

If, after the expiry of the periods referred to in paragraphs 2 and 3, the customer has not indicated that he wishes to exercise his right of withdrawal or has not returned the product to the entrepreneur, the purchase is a fact.

When providing services:

When providing services, the consumer has the option to terminate the agreement without giving reasons for at least 14 days, starting on the day of entering into the agreement.

To exercise his right of withdrawal, the consumer will follow the reasonable and clear instructions provided by the entrepreneur with the offer and/or at the latest upon delivery.

#### Article 7 - Costs in case of withdrawal

If the consumer exercises his right of withdrawal, a maximum of the costs of return will be borne by him.

If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible, but no later than within 14 days after cancellation. This is subject to the condition that the product has already been received back by

the online retailer or that conclusive proof of complete return can be provided. Refunds will be made via the same payment method used by the consumer unless the consumer expressly consents to a different payment method. If the product is damaged due to careless handling by the consumer himself, the consumer is liable for any reduction in value of the product.

The consumer cannot be held liable for depreciation of the product if the entrepreneur has not provided all legally required information about the right of withdrawal, this must be done before concluding the purchase agreement.

#### Article 8 - Exclusion of right of withdrawal

The entrepreneur can exclude the consumer's right of withdrawal for products as described in paragraphs 2 and 3. The exclusion of the right of withdrawal only applies if the entrepreneur has clearly stated this in the offer, at least in time before concluding the agreement.

Exclusion of the right of withdrawal is only possible for products:

- a. which have been created by the entrepreneur in accordance with the consumer's specifications;
- b. that are clearly personal in nature;
- c. which by their nature cannot be returned;
- d. that can spoil or age quickly;
- e. the price of which is subject to fluctuations in the financial market over which the entrepreneur has no influence;
- f. for individual newspapers and magazines;
- g. for audio and video recordings and computer software of which the consumer has broken the seal.
- h. for hygienic products of which the consumer has broken the seal.

Exclusion of the right of withdrawal is only possible for services:

- a. regarding accommodation, transport, restaurant business or leisure activities to be performed on a certain date or during a certain period;
- b. the delivery of which has started with the express consent of the consumer before the cooling-off period has expired;
- c. concerning betting and lotteries.

#### Article 9 - The price

During the period of validity stated in the offer, the prices of the products and/or services offered will not be increased, except for price changes as a result of changes in VAT rates.

Notwithstanding the previous paragraph, the entrepreneur may offer products or services with variable prices, the prices of which are subject to fluctuations in the financial market and over which the entrepreneur has no influence. This liability to fluctuations and the fact that any prices stated are target prices are stated in the offer.

Price increases within 3 months after the conclusion of the agreement are only permitted if they are the result of legal regulations or provisions.

Price increases from 3 months after the conclusion of the agreement are only permitted if the entrepreneur has stipulated this and:

- a. these are the result of legal regulations or provisions; or
- b. the consumer has the right to cancel the agreement with effect from the day on which the price increase takes effect.

The prices stated in the offer of products or services include VAT.

All prices are subject to printing and typographical errors. No liability is accepted for the consequences of printing and typographical errors. In the event of printing and typographical errors, the entrepreneur is not obliged to deliver the product at the incorrect price.

#### Article 10 - Conformity and Warranty

The entrepreneur guarantees that the products and/or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or usability and the legal provisions existing on the date of the conclusion of the agreement and/or or government regulations. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.

A guarantee provided by the entrepreneur, manufacturer or importer does not affect the legal rights and claims that the consumer can assert against the entrepreneur under the agreement.

Any defects or incorrectly delivered products must be reported to the entrepreneur in writing within 4 weeks of delivery. Products must be returned in the original packaging and in new condition.

The entrepreneur's warranty period corresponds to the manufacturer's warranty period. However, the entrepreneur is never responsible for the ultimate suitability of the products for each individual application by the consumer, nor for any advice regarding the use or application of the products.

The warranty does not apply if:

The consumer has repaired and/or edited the delivered products himself or has had them repaired and/or edited by third parties;

The delivered products have been exposed to abnormal conditions or have otherwise been treated carelessly or are contrary to the instructions of the entrepreneur and/or on the packaging;

The defect is wholly or partly the result of regulations that the government has imposed or will impose with regard to the nature or quality of the materials used.

#### Article 11 - Delivery and execution

The entrepreneur will exercise the utmost care when receiving and executing orders for products and when assessing applications for the provision of services.

The place of delivery is the address that the consumer has provided to the company.

Taking into account what is stated in paragraph 4 of this article, the company will execute accepted orders expeditiously, but no later than within 30 days, unless the consumer has agreed to a longer delivery period. If delivery is delayed, or if an order cannot be fulfilled or can only be partially fulfilled, the consumer will be notified of this no later than 30 days after he has placed the order. In that case, the consumer has the right to terminate the agreement without costs. The consumer is not entitled to compensation.

All delivery times are indicative. The consumer cannot derive any rights from any stated periods. Exceeding a term does not entitle the consumer to compensation.

In the event of dissolution in accordance with paragraph 3 of this article, the entrepreneur will refund the amount paid by the consumer as soon as possible, but no later than within 14 days after dissolution.

If delivery of an ordered product proves to be impossible, the entrepreneur will make every effort to make a replacement item available. No later than upon delivery, it will be stated in a clear and understandable manner that a replacement item will be delivered. For replacement items right of withdrawal can not be excluded. The costs of any return shipment are borne by the entrepreneur.

The risk of damage and/or loss of products rests with the entrepreneur until the moment of delivery to the consumer

or a representative designated in advance and made known to the entrepreneur, unless expressly agreed otherwise.

#### Article 12 - Duration transactions: duration, cancellation and extension

##### Termination

The consumer can terminate an agreement that has been entered into for an indefinite period and that extends to the regular delivery of products (including electricity) or services at any time, taking into account the agreed cancellation rules and a notice period of no more than one month.

The consumer can terminate an agreement that has been entered into for a fixed period and which extends to the regular delivery of products (including electricity) or services at any time towards the end of the fixed duration, taking into account the agreed cancellation rules and a notice period of at least maximum one month.

The consumer can terminate the agreements referred to in the previous paragraphs:

cancel at any time and not be limited to cancellation at a certain time or in a certain period;

at least cancel in the same manner as they were entered into by him;

always cancel with the same notice period as the entrepreneur has agreed for himself.

##### Extension

An agreement that has been entered into for a specific period and that extends to the regular delivery of products (including electricity) or services may not be tacitly extended or renewed for a specific period.

Notwithstanding the previous paragraph, an agreement that has been entered into for a fixed period and which extends to the regular delivery of daily news and weekly newspapers and magazines may be tacitly extended for a fixed period of up to three months, if the consumer refuses to accept this extended agreement. may terminate the extension with a notice period of no more than one month.

An agreement that has been entered into for a definite period and that extends to the regular delivery of products or services may only be tacitly extended for an indefinite period if the consumer may cancel at any time with a notice period of no more than one month and a notice period of no more than three months if the agreement extends to the regular, but less than once a month, delivery of daily, news and weekly newspapers and magazines.

A limited-term agreement for the regular delivery of daily, news and weekly newspapers and magazines for introductory purposes (trial or introductory subscription) is not tacitly continued and ends automatically after the trial or introductory period.

##### Duration

If an agreement has a duration of more than one year, the consumer may terminate the agreement at any time after one year with a notice period of no more than one month, unless reasonableness and fairness oppose termination before the end of the agreed duration.

#### Article 13 - Payment

Unless otherwise agreed, the amounts owed by the consumer must be paid within 7 working days after the start of the reflection period referred to in Article 6, paragraph 1. In the case of an agreement to provide a service, this period commences after the consumer has received confirmation of the agreement.

The consumer has the obligation to immediately report any inaccuracies in payment details provided or stated to the entrepreneur.

In the event of non-payment by the consumer, the entrepreneur has the right, subject to legal restrictions, to charge the reasonable costs communicated to the consumer in advance.

#### Article 14 - Complaints procedure

The entrepreneur has a sufficiently publicized complaints procedure and handles the complaint in accordance with this complaints procedure.

Complaints about the execution of the agreement must be submitted fully and clearly described to the entrepreneur within 7 days after the consumer has discovered the defects.

Complaints submitted to the entrepreneur will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeably longer processing time, the entrepreneur will respond within 14 days with an acknowledgment of receipt and an indication of when the consumer can expect a more detailed answer.

If the complaint cannot be resolved by mutual agreement, a dispute arises that is subject to the dispute settlement procedure.

In case of complaints, a consumer must first contact the entrepreneur. If the online store is affiliated with WebwinkelKeur and for complaints that cannot be resolved by mutual agreement, the consumer should turn to WebwinkelKeur ( [www.webwinkelkeur.nl](http://www.webwinkelkeur.nl) ), which will mediate free of charge. Check whether this store has a current membership through <https://www.webwinkelkeur.nl/leden/>. If there is still no solution, the consumer has the ability to complain to the independent WebwinkelKeur appointed disputes committee, the decision is binding and both entrepreneur and consumer agree to this binding decision. To submit a dispute to this dispute committee are costs associated that should be paid by the consumer to the committee. It is also possible to register complaints via the European ODR platform (<http://ec.europa.eu/odr>).

A complaint does not suspend the obligations of the entrepreneur, unless the entrepreneur indicates otherwise in writing.

If a complaint is found to be justified by the entrepreneur, the entrepreneur will, at his option, replace or repair the delivered products free of charge.

#### Article 15 - Disputes

Agreements between the entrepreneur and the consumer to which these general terms and conditions apply are exclusively governed by Dutch law. Even if the consumer lives abroad.

The Vienna Sales Convention does not apply.

#### Article 16 - Additional or deviating provisions

Additional or deviating provisions from these general terms and conditions may not be to the detriment of the consumer and must be recorded in writing or in such a way that they can be stored by the consumer in an accessible manner on a durable data carrier.

#### Article 17 - Authenticity of reviews

We find it important that reviews give the best possible picture about our products and service. Our reviews are therefore, impartially, managed by WebwinkelKeur.

WebwinkelKeur has taken measures to ensure the authenticity of reviews. What measures these are you can read here.

Our customers are not rewarded for writing reviews. No discounts or other gifts are given.