

Terms and Conditions - v1

persisttreasures

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Terms and conditions

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Article 1 Definitions

1. Reflection period - the time that the consumer has to decide to return or keep the package.
2. Consumer: the person who is not acting as or in behalf of a company and engages in a distance contract with the company.
3. The company - Noveaupath Business and trade - Persis Treasures (see article 2)
4. Day: calendar day
5. Durable medium - any device that enables consumer or company to save information in a way that future checking and unchanged reproduction of the saved data is possible.
6. Right of returns - The possibility for consumers to cancel the distance contract within the reflection period
7. Distance contract: an agreement between consumer and company based on a system installed by the company for sales of products on the internet.

Article 2 - Identity & contact

Feel free to contact us for any questions or remarks

Persis Treasures
Wijnbesstraat 18
6543TJ Nijmegen
The Netherlands
Returns address:
Olympiaweg 18
5143NA Waalwijk
The Netherlands

Website: www.persisttreasures.nl/en_GB

Phone number: 0650654194

Email address: info@persisttreasures.nl

KVK (Dutch chamber of commerce) number: 78699428

VAT number: NL003371196b36

IBAN/bank account number: NL 52 BUNQ 2047 2396 13

Article 3 - Applicability

1. These terms and conditions are applicable to every product offered by the company and on every distance contract agreed upon by company and consumer.
2. Before the distance contract is finalised, the text of these terms and conditions will be available to the consumer. If for whatever reason this isn't possible the company will let the consumer know in which way the consumer can see these terms and conditions. If the consumer wishes so the company will send the terms and conditions to the consumer free of charge.
3. By placing an order the consumer agrees to these terms and conditions

Article 4 - Our wares

1. Our online shop contains extensive, true and accurate descriptions of our products. The description is detailed enough so the consumer can make their decision on whether or not to buy a product. The pictures used are accurate pictures showing the product sold. Mistakes or errors in our shop are possible and do not oblige the company.
2. The shop contains the information the consumer needs to know what their rights and obligations are regarding the distance contract.

Article 5 - Purchase agreement

1. The agreement is made (when the conditions in article 4 are met) when the consumer accepts our offered goods and meets the conditions that are set.
2. The consumer will receive a confirmation of the purchase agreement via email.

3. Persis Treasures will take appropriate action to ensure the security of the personal data the consumer shares with the company. The company will also take appropriate action to ensure secure payment systems.
4. The company will supply the following information to the consumer in a way that can be saved on a durable medium:
 - a. The contact details where consumers can ask questions, give remarks or make complaints.
 - b. The terms regarding and the way consumers can use their right of returns. Or will explain why their right of returns is not applicable.
 - c. The information noted in article 4 part 2 of these terms and conditions unless this information has been shared with the consumer before the distance contract.

Article 6 – Pricing

1. As long as the distance contract has not been formed. The company is able to change prices, offers and other requirements. Consumers cannot extract any rights from prices and offers in the (recent) past.
 2. Prices are excluding shipping costs as these may vary depending on your location.
 3. Most of our wares are very fragile. For this reason we choose to send our packages using insured shipments. Any damages occurring during the shipment will be paid for by the postal services. Shipment costs:
 - o Netherland: €7,- for all orders
 - o Europe 1: €15,50 for all order
 - o Europe 2: €21,00 for all orders
 - o World: €21,- for all orders
- Europe 1: Belgium, Denmark (excl. Faeroe Islands and Greenland), Germany, France, (including Corsica and Monaco), Italy (excluding San Marino and Vatican City), Luxembourg, Austria, Spain (including Balearic Islands, excl. Canary Islands), United Kingdom (excluding Gibraltar and the Channel Islands), Sweden

Europe 2: rest of Europe except Russia

World: all other countries including Russia

4. Mistakes in pricing do not oblige the company

Article 7 – Delivery

1. The company will process orders as carefully as possible.
2. Orders will be delivered to the address the customer filled in during the order as delivery address.
3. Persis Treasures tries to send orders within 1 or 2 weekdays but maximum 30 days after receiving payment unless something else has been agreed upon with the consumer. If there is any delay in sending an order the customer will receive notice within 30 days after payment is received.
4. Persis Treasures is not responsible for delays caused by postal services.
5. If delivery is not possible Persis Treasures will contact the consumer. In agreement with the consumer Persis Treasures will send another product or cancel the distance contract.
6. The risk of damages lies with the company until the moment the consumer receives their order. We ask you to check the order upon arrival and let us know if anything is damaged. If something is damaged the consumer must contact Persis Treasures within the 14 day reflection period.

Article 8 – Right of returns

1. Persis Treasures does everything in its power to deliver a good product to consumers. In the case that products do not meet expectations consumers are required to let Persis Treasures know. Persis Treasures will always try to solve problems in dialogue with consumers in the best possible way.
2. During the reflection period of 14 days the consumers must be careful with the product and it's packaging. If they wish to make use of their return right consumers must send back the order in original state. When sending back orders keep in mind that our goods can be very fragile. So it is advised to use proper packaging and insured shipment methods. Persis Treasures will supply instructions on how to send back packages if you wish to make use of your right of returns.
3. Consumer has 14 days to decide to send back the package. After letting the company know the consumer has 14 more days to actually send the package. During these days the consumer must be very careful with the goods. The company may ask why a consumer is returning something. Consumers are not obliged to answer.
4. The reflection period starts when the consumer, or a third party appointed by the consumer, receives the order or
 - o In case the consumer has ordered multiple items in one order. The reflection period starts on the day that the consumer receives the last item.
 - o In case the delivery of a product consists of different parts. The reflection period starts on the day that the consumer receives the last part.
5. If the consumer wishes to use the return right the consumer will let the company know by filling in the return form and sending it to the company by email.
6. As soon as possible but maximum 14 days after noticing the company about the return the consumer will send back the product to the company.
7. The shipment costs for returns are to be paid by the customer themselves.
8. In case the order is returned on time without damage Persis Treasures will refund the original price and shipment costs of the original shipment to the customer maximum 14 days after receiving the returned order. Undamaged also means free from smells (for instance cigar smoke smell)
9. Returning saffron is not possible due to health and safety reasons.

Article 9 – Payment

1. The sales agreement is made when the consumer accepts the offer and meets the set terms. As long as the offer has not been confirmed by email the agreement can be dissolved.
2. The consumer is obliged to notice Persis Treasures in case of mistakes in payment data or procedures.
3. The consumer can pay via iDeal, Creditcard or after pay. All provided by payprovider Klarna.

Article 10 – Complaint procedure

1. Persis Treasures has a procedure for handling complaints and will handle complaints following this procedure.
2. Complaints about the state of delivery must be made as soon as possible after noticing damages. Within the reflection period of 14 days consumers can email about any damages found regarding their order that have occurred during shipping.
3. Persis Treasures tries to handle complaints fast but at least within 14 days after receiving the complaint. If Persis Treasures needs more time we will let the consumer know within 14 days that it will take longer to process their complaint. We will also give an indication on when we think the complaint will be processed.
4. If Persis Treasures and the consumer cannot come to an agreement within 4 weeks a dispute can arise.
5. Consumers can file disputes to the EU ODR dispute commission on <http://ec.europa.eu/consumers/odr/>).

Article 11 – Taxes

Persis Treasures is responsible for paying VAT for orders within the EU. Consumers outside the EU must oblige to their local taxing laws.

Article 12 – Privacy

Privacy policy Persis Treasures 20- februari - 2019

The privacy of our customers is very important for us. We respect and adhere to the privacy laws set by the Dutch government and the EU. This means that we handle personal data carefully and only use those data that we need to process and send your orders. The data is stored on the secured servers of mijnwebwinkel.nl

Orders

For processing our orders we need certain personal data. The data we need are: billing & shipment address(es), email, sex, name, address, hometown, phone number, payment data. These data are stored for 7 years as is required by Dutch fiscal law.

Data sharing with third parties

We work together with some partners for the processing of your order.

-Paymentprovider Klarna-

This partner provides the payment system of our shop. They will use only the data they need to process the payment.

-PostNL-

Our shipments are sent using the postal company PostNL. The delivery address, name, email and phone number of the consumer can be shared to ensure successful delivery.

-MijnWebWinkel-

Our website runs on the web shop service Mijnwebwinkel. All your data is stored on a secure SSL-connection by mijnwebwinkel.nl. Mijnwebwinkel ensures that the security level is suitable for the data that is processed.

Mailcontact

Our emails are saved for three years. Emails older than 3 years are automatically deleted from our mailbox. We will never send you emails for promotion out of our own initiative. Your email address will only be used for communication about your order or for our newsletter if you subscribe to it yourself. We will also not share your data with any others than the third parties listed above in this privacy statement.

Cookies

Our website uses cookies to function correctly. You will be asked if you accept the use of cookies upon entering our website.

Security

The security of your personal data is very important for us. We make sure that your data is secure and we keep trying to make our service even more secure. All people who have access to our companies data have signed a processing agreement.

Changes in this statement

Changes in our services can change our privacy statement as well. So keep an eye on the date of the statement and check for new versions.

Seeing, changing or deleting your data

If you have any questions about the personal data we process you can contact us using the contact details listed below.

You have the following rights regarding your data:

Seeing which data we process and what we do with it.

Correcting mistakes

Deleting old data

Revoking your permission

Making complaints about our data processing

Complaints or remarks

If you have any complaints or ideas on how to improve the privacy of our clients you can always contact us.

Contact details

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Returns address:
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