

Terms and Conditions - v1

frisianmodelcarshop

06-03-2020

Terms and Conditions

These General Terms and Conditions of the Dutch Thuiswinkel Organization were established in consultation with the Consumers' Association within the framework of the Coordination Group for Self-regulation Consultation (CZ) of the Social and Economic Council and will come into effect on 1 June 2014.

Table of contents:

- Article 1 - Definitions
- Article 2 - Identity of the entrepreneur
- Article 3 - Applicability
- Article 4 - The offer
- Article 5 - The agreement
- Article 6 - Right of withdrawal
- Article 7 - Obligations of the consumer during the cooling-off period
- Article 8 - Exercise of the right of withdrawal by the consumer and costs thereof
- Article 9 - Obligations of the entrepreneur in case of withdrawal
- Article 10 - Exclusion of the right of withdrawal
- Article 11 - The price
- Article 12 - Compliance and extra guarantee
- Article 13 - Delivery and implementation
- Article 14 - Duration transactions: duration, cancellation and extension
- Article 15 - Payment
- Article 16 - Complaints
- Article 17 - Disputes
- Article 18 - Industry guarantee
- Article 19 - Additional or different provisions
- Article 20 - Amendment of the General Terms and Conditions

Article 1 - Definitions

The following definitions apply in these terms and conditions:

1. Additional agreement: an agreement whereby the consumer acquires products, digital content and / or services in connection with a distance agreement and these goods, digital content and / or services are supplied by the entrepreneur or by a third party on the basis of an agreement between that third party and the entrepreneur;
2. Withdrawal period: the period within which the consumer can make use of his right of withdrawal;
3. Consumer: the natural person who does not act for purposes related to his trade, business, craft or professional activity;
4. Day: calendar day;
5. Digital content: data that is produced and delivered in digital form;
6. Duration agreement: an agreement that extends to the regular delivery of goods, services and / or digital content during a certain period;
7. Sustainable data carrier: any tool - including e-mail - that enables the consumer or entrepreneur to store information that is addressed to him personally in a way that future consultation or use during a period that is geared to the purpose for which the information is intended and which allows unaltered reproduction of the stored information;
8. Right of withdrawal: the ability of the consumer to cancel the distance agreement within the cooling-off period;
9. Entrepreneur: the natural or legal person who is a member of Thuiswinkel.org and who offers products, (access to) digital content and / or remote services to consumers;
10. Distance agreement: an agreement concluded between the entrepreneur and the consumer in the context of an organized system for distance selling of products, digital content and / or services, whereby up to and including the conclusion of the agreement exclusively or partly use is made of one or more techniques for distance communication;
11. Model form for cancellation: the European model form for cancellation included in Appendix I of these terms and conditions; Annex I does not have to be made available if the consumer has no right of withdrawal with regard to his order;
12. Technology for distance communication: means that can be used to conclude an agreement, without the consumer and trader having to come together in the same room at the same time.

Article 2 - Identity of the entrepreneur

Name entrepreneur: Frisian Modelcarshop

Acting under the name / names:
- Frisian Modelcarshop

Location address:
Leerlooierstraat 16
8754 EE Makkum

Telephone number: 0031 (0) 6-20733142

Accessibility:
From Monday to Monday from 8 a.m. to 5 p.m.

Email address: info@frisianmodelcarshop.com
Chamber of Commerce number: 53770358
VAT number: On request

Article 3 - Applicability

1. These general terms and conditions apply to every offer from the entrepreneur and to every distance contract concluded between the entrepreneur and the consumer.
2. Before the distance agreement is concluded, the text of these general terms and conditions is made available to the consumer. If this is not reasonably possible, the entrepreneur will indicate before the distance contract is concluded, how the general terms and conditions can be viewed at the entrepreneur and that they will be sent free of charge as soon as possible at the request of the consumer.
3. If the distance contract is concluded electronically, contrary to the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions may be made available to the consumer electronically in such a way that it is consumer can be stored in a simple way on a durable data carrier. If this is not reasonably possible, it will be indicated before the distance contract is concluded where the general terms and conditions can be read electronically and that they will be sent free of charge electronically or otherwise at the request of the consumer.
4. In the event that specific product or service conditions apply in addition to these general terms and conditions, the second and third paragraphs apply mutatis mutandis and in the event of conflicting conditions the consumer can always invoke the applicable provision that is most relevant to him. is beneficial.

Article 4 - The offer

1. If an offer has a limited duration or is subject to conditions, this will be explicitly stated in the offer.
2. The offer contains a complete and accurate description of the products, digital content and / or services offered. The description is sufficiently detailed to enable a proper assessment of the offer by the consumer. If the entrepreneur uses images, these are a true representation of the products, services and / or digital content offered. Obvious mistakes or errors in the offer do not bind the entrepreneur.
3. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to accepting the offer.

Article 5 - The agreement

1. The agreement is concluded, subject to the provisions of paragraph 4, at the moment the consumer accepts the offer and meets the corresponding conditions.
2. If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm receipt of the acceptance of the offer electronically. As long as the entrepreneur has not confirmed receipt of this acceptance, the consumer can terminate the agreement.
3. If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to secure the electronic transfer of data and he will ensure a safe web environment. If the consumer can pay electronically, the entrepreneur will take appropriate security measures.
4. The entrepreneur can - within the law - inform himself whether the consumer can meet his payment obligations, as well as all those facts and factors that are important for a sound conclusion of the distance agreement. If on the basis of this investigation the entrepreneur has good reasons not to enter into the agreement, he is entitled to refuse an order or request or to attach special conditions to the implementation.
5. The entrepreneur will send the following information to the consumer at the latest on delivery of the product, service or digital content, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable medium:

- a. the visiting address of the establishment of the entrepreneur where the consumer can go with complaints;
- b. the conditions under which and the way 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 guarantees and existing service after purchase;

- d. the price including all taxes of the product, service or digital content; where applicable, the costs of delivery; and the method of payment, delivery or implementation of the distance agreement;
- e. the requirements for canceling the agreement if the agreement has a duration of more than one year or is of indefinite duration;
- f. if the consumer has a right of withdrawal, the model form for withdrawal.

6. In the case of an extended transaction, the provision in the previous paragraph applies only to the first delivery.

Article 6 - Right of withdrawal

For products:

1. The consumer can terminate an agreement regarding the purchase of a product during a cooling-off period of 14 days without giving reasons. The entrepreneur may ask the consumer about the reason for withdrawal, but not oblige him to state his reason (s).
2. The cooling-off period referred to in paragraph 1 starts on the day after the consumer, or a third party designated by the consumer in advance, who is not the carrier, has received the product, or:
 - a. if the consumer ordered several products in the same order: the day on which the consumer, or a third party designated by him, received the last product. The entrepreneur may, provided that he has clearly informed the consumer prior to the ordering process, refuse an order for several products with different delivery times.
 - b. if the delivery of a product consists of several shipments or parts: the day on which the consumer, or a third party designated by him, has received the last shipment or part;
 - c. for agreements for regular delivery of products during a certain period: the day on which the consumer, or a third party designated by him, has received the first product.

For services and digital content that is not supplied on a tangible medium:

3. The consumer can terminate a service agreement and an agreement for the delivery of digital content that has not been delivered on a tangible medium for 14 days without giving reasons. The entrepreneur may ask the consumer about the reason for withdrawal, but not oblige him to state his reason (s).
4. The cooling-off period referred to in paragraph 3 starts on the day following the conclusion of the agreement.

Extended cooling-off period for products, services and digital content that is not supplied on a tangible medium if the right of withdrawal is not informed:

5. If the entrepreneur has not provided the consumer with the legally required information about the right of withdrawal or the model form for withdrawal, the cooling-off period ends twelve months after the end of the original cooling-off period determined in accordance with the previous paragraphs of this article.
6. If the entrepreneur has provided the consumer with the information referred to in the previous paragraph within twelve months of the starting date of the original cooling-off period, the cooling-off period expires 14 days after the day on which the consumer received that information.

Article 7 - Obligations of the consumer during the cooling-off period

1. During the cooling-off period, the consumer will handle the product and the packaging with care. He will only unpack or use the product to the extent that is necessary to determine the nature, characteristics and operation of the product. The starting point here is that the consumer may only handle and inspect the product as he would be allowed to do in a store.
2. The consumer is only liable for value reduction of the product that is the result of a way of handling the product that goes beyond what is permitted in paragraph 1.
3. The consumer is not liable for value reduction of the product if the entrepreneur has not provided him with all legally required information about the right of withdrawal before or at the conclusion of the agreement.

Article 8 - Exercise of the right of withdrawal by the consumer and costs thereof

1. If the consumer makes use of his right of withdrawal, he must report this to the entrepreneur within the cooling-off period by means of the model withdrawal form or in another unambiguous manner.
2. As soon as possible, but within 14 days from the day following the notification referred to in paragraph 1, the consumer returns the product or hands it to (an agent of) the entrepreneur. This is not necessary if the entrepreneur has offered to collect the product himself. The consumer has in any case observed the return period if he returns the product before the cooling-off period has expired.
3. The consumer returns the product with all supplied accessories, if reasonably possible in its original condition and packaging, and in accordance with the reasonable and clear instructions provided by the entrepreneur.
4. The risk and burden of proof for the correct and timely exercise of the right of withdrawal lies with the consumer.
5. The consumer bears the direct costs of returning the product. If the entrepreneur has not reported that the consumer must bear these costs or if the entrepreneur indicates to bear the costs himself, the consumer does not have to bear the costs for return.
6. If the consumer cancels after having first explicitly requested that the provision of the service or the supply of gas,

water or electricity that are not made ready for sale start in a limited volume or quantity during the cooling-off period, the consumer is the the entrepreneur owes an amount that is proportional to that part of the obligation that the entrepreneur fulfilled at the time of cancellation, compared to the full compliance with the obligation.

7. The consumer does not bear any costs for the performance of services or the supply of water, gas or electricity, which are not made ready for sale in a limited volume or quantity, or for the supply of district heating, if:
 - a. the trader has not provided the consumer with the legally required information about the right of withdrawal, the reimbursement of costs or the model form for withdrawal, or;
 - b. the consumer did not explicitly request the start of the performance of the service or supply of gas, water, electricity or district heating during the reflection period.
8. The consumer does not bear any costs for the full or partial delivery of digital content not supplied on a tangible medium if:
 - a. prior to delivery, he has not explicitly agreed to commence compliance with the agreement before the end of the reflection period;
 - b. he has not acknowledged that he has lost his right of withdrawal when granting his permission; or
 - c. the entrepreneur has failed to confirm this statement from the consumer.
9. If the consumer exercises his right of withdrawal, all additional agreements will be dissolved by operation of law.

Article 9 - Obligations of the entrepreneur in case of withdrawal

1. If the trader makes it possible for the consumer to withdraw electronically, he will immediately send a confirmation of receipt after receiving this notification.
2. The entrepreneur reimburses all payments made by the consumer, including any delivery costs charged by the entrepreneur for the returned product, without delay but within 14 days following the day on which the consumer notifies him of the cancellation. Unless the entrepreneur offers to collect the product himself, he may wait to pay back until he has received the product or until the consumer demonstrates that he has sent back the product, whichever is the earlier.
3. The entrepreneur uses the same payment method that the consumer used for reimbursement, unless the consumer agrees to a different method. The reimbursement is free of charge for the consumer.
4. If the consumer has opted for a more expensive method of delivery than the cheapest standard delivery, the entrepreneur does not have to pay back the additional costs for the more expensive method.

Article 10 - Exclusion of the right of withdrawal

The entrepreneur can exclude the following products and services from the right of withdrawal, but only if the entrepreneur clearly stated this in the offer, at least in time for the conclusion of the agreement:

1. Products or services whose price depends on fluctuations in the financial market over which the entrepreneur has no influence and which may occur within the withdrawal period
2. Agreements concluded during a public auction. A public auction means a sales method in which products, digital content and / or services are offered by the entrepreneur to the consumer who is present in person or who is given the opportunity to be present in person at the auction, under the direction of an auctioneer, and in which the successful bidder is obliged to purchase the products, digital content and / or services;
3. Service contracts, after full performance of the service, but only if:
 - a. the performance has begun with the express prior consent of the consumer; and
 - b. the consumer has stated that he loses his right of withdrawal once the entrepreneur has fully executed the agreement;
4. Package travel as referred to in Article 7: 500 of the Dutch Civil Code and passenger transport agreements;
5. Service contracts for the provision of accommodation, if a specific date or period of execution is provided for in the contract and other than for residential purposes, goods transport, car rental services and catering;
6. Agreements related to leisure activities, if a specific date or period of execution is provided for in the agreement;
7. Products manufactured in accordance with the consumer's specifications, which are not prefabricated and which are manufactured on the basis of an individual choice or decision of the consumer, or which are clearly intended for a specific person;
8. Products that spoil quickly or have a limited shelf life;
9. Sealed products that for reasons of health protection or hygiene are not suitable for being returned and of which the seal has been broken after delivery;
10. Products that by their nature are irrevocably mixed with other products after delivery;
11. Alcoholic beverages, the price of which was agreed at the conclusion of the agreement, but the delivery of which can only take place after 30 days, and the actual value of which is dependent on market fluctuations over which the entrepreneur has no influence;
12. Sealed audio, video recordings and computer software, the seal of which has been broken after delivery;
13. Newspapers, magazines or magazines, with the exception of subscriptions to them;

14. The delivery of digital content other than on a tangible medium, but only if:
- a. the performance has begun with the express prior consent of the consumer; and
 - b. the consumer has stated that he thereby loses his right of withdrawal.

Article 11 - The price

1. During the validity period stated in the offer, the prices of the products and / or services offered are not increased, except for price changes as a result of changes in VAT rates.
2. Contrary to the previous paragraph, the entrepreneur can offer products or services with variable prices that are subject to fluctuations in the financial market and over which the entrepreneur has no influence. This link to fluctuations and the fact that any stated prices are target prices are stated in the offer.
3. Price increases within 3 months after the conclusion of the agreement are only permitted if they are the result of statutory regulations or provisions.
4. Price increases from 3 months after the conclusion of the agreement are only permitted if the entrepreneur has stipulated this and:
 - a. they are the result of statutory regulations or provisions; or
 - b. the consumer has the authority to cancel the agreement with effect from the day on which the price increase takes effect.
5. The prices stated in the range of products or services include VAT.

Article 12 - Compliance with agreement and extra guarantee

1. 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 provisions and / or government regulations. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.
2. An additional guarantee provided by the trader, his supplier, manufacturer or importer never limits the legal rights and claims that the consumer can assert against the trader on the basis of the agreement if the trader has failed to fulfill his part of the contract. agreement.
3. An additional guarantee is understood to mean any commitment by the trader, his supplier, importer or producer in which he grants the consumer certain rights or claims that go beyond what is legally required in the event that he has failed to fulfill his part of the agreement.

Article 13 - Delivery and implementation

1. The trader will take the greatest possible care when receiving and implementing orders for products and when assessing requests for the provision of services.
2. The place of delivery is the address that the consumer has made known to the entrepreneur.
3. Taking into account what is stated about this in article 4 of these general terms and conditions, the entrepreneur will execute accepted orders with due speed, though at the latest within 30 days, unless a different delivery period has been agreed. If the delivery is delayed, or if an order cannot or only partially be executed, 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 and is entitled to any compensation.
4. After dissolution in accordance with the previous paragraph, the entrepreneur will immediately refund the amount that the consumer has paid.
5. 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 explicitly agreed otherwise.

Article 14 - Duration transactions: duration, cancellation and extension

Cancellation:

1. The consumer can at all times cancel an agreement that has been entered into for an indefinite period and that extends to the regular delivery of products (including electricity) or services with due observance of the agreed termination rules and a cancellation period of at most one month.
2. The consumer can at all times terminate a contract that has been entered into for a definite period and that extends to the regular delivery of products (including electricity) or services with due observance of the agreed termination rules and a cancellation period of one month at most.
3. The consumer can the agreements mentioned in the previous paragraphs:
 - a. cancel at all times and not be limited to cancellation at a specific time or in a specific period;
 - b. at least cancel in the same way as they are entered into by him;
 - c. always cancel with the same cancellation period as the entrepreneur has stipulated for himself.

Extension:

4. An agreement that has been entered into for a definite period of time and that extends to the regular delivery of

products (including electricity) or services, may not be tacitly extended or renewed for a specific duration.

5. Contrary to the previous paragraph, a contract that has been entered into for a definite period and that extends to the regular delivery of daily news and weekly newspapers and magazines may be tacitly renewed for a specific duration of a maximum of three months, if the consumer extended this can terminate the agreement by the end of the extension with a notice period of at most one month.

6. An agreement that has been entered into for a fixed period and that extends to the regular delivery of products or services may only be tacitly renewed for an indefinite period if the consumer may cancel at any time with a notice period of one month at most. The notice period is at most three months if the agreement extends to the regular, but less than once a month, delivery of daily, news and weekly newspapers and magazines.

7. An agreement with a limited duration for the regular delivery of daily newspapers, news and weekly newspapers and magazines (trial or introductory subscription) is not tacitly continued and ends automatically after the trial or introductory period.

Expensive:

8. If an agreement has a duration of more than one year, the consumer may cancel the agreement at any time after one year with a cancellation period of at most one month, unless reasonableness and fairness are opposed to cancellation before the end of the agreed duration resist.

Article 15 - Payment

1. Unless otherwise specified in the agreement or additional conditions, the amounts owed by the consumer must be paid within 14 days after the commencement of the reflection period, or in the absence of a reflection period within 14 days after the conclusion of the agreement. In the case of an agreement to provide a service, this period commences on the day after the consumer has received the confirmation of the agreement.

2. When selling products to consumers, the general terms and conditions may never oblige the consumer to pay more than 50% in advance. When prepayment is stipulated, the consumer cannot assert any rights regarding the execution of the relevant order or service (s), before the stipulated prepayment has been made.

3. The consumer is obliged to immediately report inaccuracies in payment data provided or stated to the entrepreneur.

4. If the consumer does not meet his payment obligation (s) in time, this is, after he has been informed by the entrepreneur of the late payment and the entrepreneur has granted the consumer a period of 14 days to still meet his payment obligations, after payment has not been made within this 14-day period, the statutory interest is due on the amount still due and the entrepreneur is entitled to charge the extrajudicial collection costs incurred by him. These collection costs amount to a maximum of: 15% on outstanding amounts up to € 2,500; 10% over the following € 2,500 and 5% over the following € 5,000 with a minimum of € 40. The entrepreneur can, for the benefit of the consumer, deviate from the stated amounts and percentages.

Article 16 - Complaints

1. The entrepreneur has a well-publicized complaints and deals with complaints under this procedure.

2. Complaints about the implementation of the agreement must be submitted fully and clearly described to the entrepreneur within a reasonable time after the consumer has found the defects.

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

4. A complaint about a product, service or service of the entrepreneur can also be submitted via a complaint form on the consumer page of the website of Thuiswinkel.org www.thuiswinkel.org. The complaint is then sent to both the entrepreneur and Thuiswinkel.org.

5. The consumer must at least give the entrepreneur 4 weeks to resolve the complaint in mutual consultation. After this period a dispute will arise that is subject to the dispute settlement procedure.

Article 17 - Disputes

1. Dutch law applies exclusively to agreements between the entrepreneur and the consumer to which these general terms and conditions apply.

2. Disputes between the consumer and the trader regarding the conclusion or implementation of agreements with regard to products and services to be supplied or supplied by this trader, can be submitted to the consumer and the trader, subject to the provisions below, Dispute Committee Thuiswinkel, PO Box 90600, 2509 LP in The Hague (www.sgc.nl).

3. A dispute will only be processed by the Disputes Committee if the consumer has first submitted his complaint to the entrepreneur within a reasonable period of time.

4. If the complaint does not lead to a solution, the dispute must be submitted to the Disputes Committee in writing or in another form to be determined by the Commission at the latest 12 months after the date on which the consumer submitted the complaint to the entrepreneur.

5. If the consumer wants to submit a dispute to the Disputes Committee, the entrepreneur is bound by this choice.

Preferably, the consumer first reports this to the entrepreneur.

6. If the entrepreneur wants to submit a dispute to the Disputes Committee, the consumer must, within five weeks of a written request to that end by the entrepreneur, express in writing whether he also wishes to do so or wants the dispute dealt with by the competent authority judge. If the entrepreneur does not hear of the consumer's choice within the five-week period, the entrepreneur is entitled to submit the dispute to the competent court.

7. The Disputes Committee makes a decision under the conditions as laid down in the regulations of the Disputes Committee (www.degeschillencommissie.nl/over-ons/de-commissies/2404/thuiswinkel). The decisions of the Disputes Committee are made by means of binding advice.

8. The Disputes Committee will not deal with a dispute or cease treatment if the entrepreneur has been granted a moratorium, if it has become bankrupt or has actually terminated its business activities, before a dispute has been dealt with by the committee at the hearing and a final judgment has been given.

9. If, in addition to the Thuiswinkel Disputes Committee, another disputes committee recognized or affiliated with the Consumer Disputes Committees (SGC) or the Financial Services Complaints Institute (Kifid), the Disputes Home Shop disputes committee is primarily responsible for disputes concerning the method of selling or providing remote services preferred. For all other disputes, the other accredited disputes committee affiliated with SGC or Kifid.

Article 18 - Industry guarantee

1. Thuiswinkel.org guarantees its members' compliance with the binding recommendations of the Thuiswinkel Disputes Committee, unless the member decides to submit the binding advice to the court for review within two months of being sent. This guarantee revives if the binding advice has been upheld after review by the court and the judgment from which this emerges has become final. Up to a maximum of € 10,000 per binding recommendation, this amount is paid to the consumer by Thuiswinkel.org. For amounts greater than € 10,000 per binding recommendation, € 10,000 will be paid. Thuiswinkel.org has a best efforts obligation to ensure that the member complies with the binding advice.

2. Application of this guarantee requires that the consumer makes a written appeal to Thuiswinkel.org and that he transfers his claim on the entrepreneur to Thuiswinkel.org. If the claim on the entrepreneur amounts to more than € 10,000, the consumer is offered to transfer his claim insofar as it exceeds the amount of € 10,000 to Thuiswinkel.org, after which this organization will pay the payment in its own name and costs. will legally demand this to satisfy the consumer.

Article 19 - Additional or different 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 in an accessible manner on a durable medium by the consumer.

Article 20 - Amendment of the General Terms and Conditions of Thuiswinkel

1. Thuiswinkel.org will only change these general terms and conditions in consultation with the Consumers' Association.

2. Changes to these terms and conditions will only take effect after they have been published in the appropriate manner, on the understanding that in the event of applicable changes during the term of an offer, the provision that is most favorable to the consumer will prevail.

Annex I: Model form for withdrawal

Model form for cancellation

(only complete and return this form if you wish to withdraw from the contract)

a. To: [entrepreneur's name]

[geographical address of entrepreneur]

[entrepreneur's fax number, if available]

[e-mail address or electronic address of entrepreneur]

b. I / We * hereby inform you that I / we * are regarding our agreement

the sale of the following products: [product description] *

the delivery of the following digital content: [indication of digital content] *

the provision of the following service: [designation of service] *,

revoked / revoked *

c. Ordered on * / received on * [order date with services or receipt with products]

d. [Name of consumers (s)]

e. [Consumer address (s)]

f. [Signature consumer (s)] (only when this form is submitted on paper)

* Delete what does not apply or enter what applies.