

General Terms and Conditions

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Article 1 - Definitions

In these terms and conditions, the following definitions apply:

1. Cooling-off period: the period within which the consumer may exercise his right of withdrawal;
2. Consumer: the natural person who is not acting in the exercise of a profession or business and who enters into a distance contract with the entrepreneur;
3. Day: calendar day;
4. Continuous transaction: a distance contract relating to a series of products and/or services, the delivery and/or acceptance obligation of which is spread over time;
5. Durable data carrier: any means that enables the consumer or entrepreneur to store information addressed to him personally in a manner that allows for future consultation and unaltered reproduction of the stored information.
6. Right of withdrawal: the possibility for the consumer to withdraw from the distance contract within the cooling-off period;
7. Entrepreneur: the natural or legal person who offers products and/or services to consumers at a distance;
8. Distance contract: an agreement in which, within the framework of a system organised by the entrepreneur for the distance sale of products and/or services, exclusively one or more techniques for distance communication are used up to and including the conclusion of the agreement;
9. Remote communication technology: means that can be used to conclude an agreement without the consumer and the trader being simultaneously present in the same location.

Article 2 - Identity of the entrepreneur

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Article 3 - Applicability

1. These general terms and conditions apply to every offer made by the entrepreneur and to every distance contract concluded between the entrepreneur and the consumer.
2. Before the distance contract is concluded, the text of these general terms and conditions shall be made available to the consumer. If this is not reasonably possible, it shall be indicated before the distance contract is concluded that the general terms and conditions can be viewed at the entrepreneur's premises and that they will be sent free of charge to the consumer as soon as possible upon request.
3. 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 may be made available to the consumer electronically in such a manner that the consumer can easily store them on a durable data carrier. If this is not reasonably possible, it shall be indicated before the distance contract is concluded where the general terms and conditions can be consulted electronically and that they will be sent free of charge to the consumer electronically or in another manner upon request.

4. In the event that specific product or service conditions also apply in addition to these general terms and conditions, the second and third paragraphs shall apply accordingly, and in the event of conflicting general terms and conditions, the consumer may always invoke the applicable provision that is most favorable to him.

Article 4 - The Offer

1. If an offer has a limited validity period 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 and/or services offered. The description is sufficiently detailed to enable the consumer to make a proper assessment of the offer. 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.
3. The offer is without obligation. The entrepreneur is entitled to modify and adjust the offer.
4. All images and specific details in the offer are indicative and cannot give rise to compensation or dissolution of the agreement.
5. Images accompanying products are a true representation of the products offered. The entrepreneur cannot guarantee that the displayed colors correspond exactly to the actual colors of the products.
6. Each offer contains such information that it is clear to the consumer what the rights and obligations are that are associated with the acceptance of the offer. This concerns in particular:
 - the price including taxes;
 - any delivery costs;
 - the manner in which the agreement will be concluded and the actions required for this;
 - whether or not the right of withdrawal applies;
 - the method of payment, delivery, and performance of the agreement;
 - the time limit 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 distance communication technology are calculated on a basis other than the regular basic rate for the communication medium used;
 - whether the agreement is archived after conclusion, and if so, how it can be consulted by the consumer;
 - the manner in which the consumer, before concluding the agreement, can check and, if desired, correct the data provided by him in the context of the agreement;
 - any other languages in which, in addition to Dutch, the agreement can be concluded;
 - the codes of conduct to which the entrepreneur has subjected himself and the manner in which the consumer can consult these codes of conduct electronically; and
 - the minimum duration of the distance contract in the case of a continuous transaction.
 - optional: available sizes, colors, types of materials.

Article 5 - The Agreement

1. Subject to the provisions of paragraph 4, the agreement is concluded at the moment of acceptance by the consumer of the offer and compliance with the conditions set forth therein.
2. If the consumer has accepted the offer electronically, the entrepreneur shall immediately confirm receipt of the acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed by the entrepreneur, the consumer may dissolve the agreement.
3. If the agreement is concluded electronically, the entrepreneur shall take appropriate technical and organizational measures to secure the electronic transmission of data and ensure a secure web environment. If the consumer can pay electronically, the entrepreneur shall take appropriate security measures for this purpose.
4. The entrepreneur may – within legal frameworks – ascertain whether the consumer can meet his payment obligations, as well as all those facts and factors that are relevant for responsibly entering into the distance contract. If, on the basis of this investigation, the entrepreneur has good grounds not to enter into the agreement, he is entitled to refuse an order or application with justification or to attach special conditions to its execution.
5. The entrepreneur shall provide the consumer with the following information regarding the product or service, either in writing or in such a manner that it can be stored by the consumer in an accessible manner on a durable data carrier:
 - the visiting address of the entrepreneur's establishment where the consumer can submit complaints;
 - the conditions under which and the manner in which the consumer may exercise the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
 - information regarding warranties and existing after-sales service;
 - the information included in Article 4, paragraph 2 of these terms and conditions, unless
 - the entrepreneur has already provided this information to the consumer prior to the execution of the agreement;
 - the requirements for termination of the agreement if the agreement has a duration of more than one year or is of indefinite duration.
 - In the case of a continuous transaction, the provision in the previous paragraph applies only to the first delivery.
 - Every agreement is entered into subject to the suspensive conditions of sufficient availability of the relevant products.

Article 6 - Right of Withdrawal

1. When purchasing products, the consumer has the option to dissolve the agreement without giving reasons for a period of 14 days. This cooling-off 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.
2. During the cooling-off period, the consumer shall handle the product and packaging with care. He shall 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 shall return the product to the entrepreneur with all delivered accessories and – if reasonably possible – in its original condition and packaging, in accordance with the reasonable and clear instructions provided by the entrepreneur.

Article 7 - Costs in case of withdrawal

1. If the consumer exercises his right of withdrawal, he shall bear at most the costs of return shipment.
2. If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible, but no later than 14 days after withdrawal. This is subject to the condition that the product has already been received back by the webshop owner or conclusive proof of complete return shipment can be provided. The refund will be made via the same payment method used by the consumer unless the consumer explicitly consents to a different payment method.
3. In the event of damage to the product caused by careless handling by the consumer, the consumer is liable for any reduction in the value of the product.
4. The consumer cannot be held liable for a reduction in the value of the product if the entrepreneur has not provided all legally required information regarding the right of withdrawal; this must be done before the conclusion of the purchase agreement.

Article 8 - Exclusion of the right of withdrawal

1. The entrepreneur may exclude the consumer's right of withdrawal to the extent provided for in paragraphs 2 and 3. The exclusion of the right of withdrawal applies only if the entrepreneur has clearly stated this in the offer, or at least in good time before the conclusion of the agreement.
2. Exclusion of the right of withdrawal is only possible for products:
 - that have been produced by the entrepreneur in accordance with the consumer's specifications;
 - that are clearly personal in nature;
 - that cannot be returned due to their nature;
 - that can quickly spoil or become obsolete;
 - whose price is subject to fluctuations on the financial market over which the entrepreneur has no influence;
 - for individual newspapers and magazines;
 - for audio and video recordings and computer software where the consumer has broken the seal;
 - for hygienic products where the consumer has broken the seal.

Article 9 - The Price

1. During the validity period stated in the offer, the prices of the offered products and/or services shall not be increased, except for price changes resulting from changes in VAT rates.
2. Notwithstanding the previous paragraph, the entrepreneur may offer products or services whose prices are subject to fluctuations on the financial market and over which the entrepreneur has no influence, with variable prices. This dependence on fluctuations and the fact that any prices mentioned are indicative prices shall be 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:
 - they are the result of statutory regulations or provisions; or
 - the consumer has the right to terminate the agreement effective from the day on which the price increase takes effect.
5. The prices stated in the offer for products or services include VAT.
6. All prices are subject to printing and typesetting errors. No liability is accepted for the consequences of printing and typesetting errors. In the event of printing or typesetting errors, the entrepreneur is not obliged to deliver the product at the incorrect price.

Article 10 - Conformity and Warranty

1. The entrepreneur guarantees that the products and/or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of soundness and/or usability, and the statutory provisions and/or government regulations existing on the date of the conclusion of the agreement. If agreed upon, the entrepreneur also guarantees that the product is suitable for use other than normal use.
2. A warranty provided by the entrepreneur, manufacturer, or importer does not detract from the statutory rights and claims that the consumer may assert against the entrepreneur under the agreement.
3. Any defects or incorrectly delivered products must be reported to the entrepreneur in writing within 4 weeks after delivery. Returns of the products must be made in the original packaging and in new condition.

4. 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 any individual application by the consumer, nor for any advice regarding the use or application of the products.
5. The warranty does not apply if:
- The consumer has repaired and/or modified the delivered products themselves or has had them repaired and/or modified by third parties;
 - The delivered products have been exposed to abnormal conditions or have otherwise been handled carelessly or in violation of the instructions of the entrepreneur and/or those on the packaging;
 - The defectiveness is wholly or partially the result of regulations imposed or to be imposed by the government regarding the nature or quality of the materials used.

Article 11 - Delivery and Execution

1. The entrepreneur shall exercise the greatest possible care when receiving and executing orders for products and when assessing applications for the provision of services.
2. The place of delivery shall be the address that the consumer has provided to the company.
3. Subject to what is stated regarding this in Article 4 of these general terms and conditions, the company shall execute accepted orders with due speed, but no later than within 30 days, unless a longer delivery period has been agreed upon. If delivery is delayed, or if an order cannot be executed at all or only partially, the consumer shall be notified thereof no later than 30 days after placing the order. In that case, the consumer has the right to dissolve the agreement without cost and is entitled to any compensation for damages.
4. All delivery times are indicative. The consumer cannot derive any rights from any stated deadlines. Exceeding a deadline does not entitle the consumer to compensation for damages.
5. In the event of dissolution in accordance with the previous paragraph, the entrepreneur shall refund the amount paid by the consumer as soon as possible, but no later than within 14 days after dissolution.
6. If delivery of an ordered product proves impossible, the entrepreneur will endeavor to make a replacement item available. At the latest upon delivery, it will be stated in a clear and understandable manner that a replacement item is being delivered. The right of withdrawal cannot be excluded for replacement items. The costs of any return shipment shall be borne by the entrepreneur.
7. The risk of damage and/or loss of products rests with the entrepreneur until the moment of delivery to the consumer or a previously designated representative known to the entrepreneur, unless expressly agreed otherwise.

Article 12 - Payment

1. Unless otherwise agreed, the amounts owed by the consumer must be paid within 7 working days after the commencement of the cooling-off period as referred to in Article 6, paragraph 1. In the case of an agreement for the provision of a service, this period commences after the consumer has received confirmation of the agreement.
2. The consumer has the duty to report inaccuracies in provided or stated payment details to the entrepreneur without delay.
3. In the event of non-payment by the consumer, the entrepreneur has the right, subject to legal limitations, to charge the reasonable costs previously disclosed to the consumer.

Article 13 - Complaints Procedure

1. The entrepreneur has a sufficiently publicized complaints procedure and handles the complaint in accordance with this complaints procedure.
2. Complaints regarding the execution of the agreement must be submitted to the entrepreneur within 7 days, fully and clearly described, after the consumer has discovered the defects.
3. Complaints submitted to the entrepreneur will be answered within a period of 14 days calculated from the date of receipt. If a complaint requires a foreseeably longer processing time, the entrepreneur will respond within the 14-day period with an acknowledgment of receipt and an indication of when the consumer can expect a more detailed response.
4. If the complaint cannot be resolved by mutual agreement, a dispute arises that is subject to the dispute resolution procedure.

Article 14 - Disputes

1. Agreements between the entrepreneur and the consumer to which these general terms and conditions apply are governed exclusively by Dutch law. This also applies if the consumer resides abroad.

Article 15 - Supplementary or deviating provisions

Supplementary provisions or provisions deviating 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.