

Algemene voorwaarden - v3

denoestshop

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Article 1 - Identity of the operator

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Article 2 - Definitions

In these conditions shall apply:

1. Entrepreneur: the natural or legal person who is a member of the Foundation Webshop Keurmerk and products and / or remote services to the consumer;
2. Consumer: natural person not acting in the exercise of professional or business and a distance contract is concerned with the entrepreneur;
3. Technology for distance communication: medium which can be used for closing of a contract, consumers and business without physical proximity are such as (but not limited to) by fax, telephone and internet;
4. Distance contract: an agreement whereby, in the context of a seller or service provider (operator) organized selling system or remote services and products or services, to conclude the agreement exclusive use of one or more means distance communication;
5. Right of withdrawal: the ability for consumers within the waiting period to see of the contract,
6. Grace period means the period within which the consumer can exercise its right of withdrawal;
7. Day: calendar;
8. Transaction Duration: a distance contract with respect to certain products and / or services, the supply and / or purchasing over a longer period divided is;
9. Durable medium \"means any consumer or business that enables information to him / her personally designed, store in a way that future consultation and unaltered reproduction of the information stored.

Article 3 - Applicability

1. These general conditions apply to any agreement reached distance between entrepreneurs and consumers and to offer each of the entrepreneur.
2. Before the distance contract is concluded, the text of this entrepreneur general terms to the consumer. If it is not possible general conditions in advance will make available to the operator before the distance contract is concluded, indicated that the overall consumer conditions and can see that at the request of the consumer as quickly as possible free be sent. Also, the text of these general conditions by electronic way to the consumer be made available in such a way that the consumers in a simple manner can be stored on a sustainable medium. If this is not possible, before the distance will be concluded, indicated where the general conditions of electronic can be taken and that at the request of the consumer electronic or otherwise will be sent free.
3. If besides these general conditions also certain product or service conditions apply, the second paragraph shall application and the consumer can, if there is a conflict (general) conditions, always rely on the applicable provision for him / her the most favorable.

Article 4 - The contract

1. The contract is concluded at the time of acceptance by consumers of supply and satisfy the conditions thereto, subject to the paragraph 6 of this article.
2. The operator immediately confirm electronic receipt of Acceptance of the offer if the consumer has the offer electronically accepted. Until the receipt of acceptance by the entrepreneur is not confirmed, the consumer can rescind the contract.
3. The operator must take appropriate technical and organizational security measures the electronic transfer of data in case the consumer through the supply accepted electronically. The operator will take appropriate safety precautions take if the consumer can pay electronically. In this context, the operator shall for a secure web environment.
4. To the consumer, the entrepreneur with the product or service enclose the following information, in writing or in such a way that the consumer in an accessible way can be stored on a durable medium:

- a. The visiting address of the establishment of the business where the consumer complaints to be addressed;
 - b. the conditions for termination of the contract if the contract duration of more than one years or is indefinite.
 - c. in Article 5 paragraph 3 contained data, unless this entrepreneur information already provided to the consumer before the execution of the contract;
 - d. Information about guarantees and after sales service;
 - e. the conditions and how the consumer of the right of withdrawal can use or a clear message regarding the exclusion of the right of withdrawal;
5. The provision in paragraph 4 applies only to the first delivery if the entrepreneur is committed to providing a range of products or services;
6. The entrepreneur can (within the limits of the law) to notify or consumers are to be honored, and of all those facts and factors that are important to a sound conclusion of the distance. If the operator under this investigation was justified in the agreement not to go, he is motivated entitled to refuse an order or request or special conditions to the implementation.

Article 5 - The offer

1. The operator will clearly indicate if a limited supply validity or under conditions.
2. The offer includes a complete, accurate and detailed description of the products and / or services so the consumer product / service is good review. If pictures are used to supply these accurate images of the products and / or services. Obvious mistakes or errors in the offer, which for a consumer direct clear may be that there is a mistake or error, the entrepreneur is not binding.
3. With a range clearly shows the operator the rights and duties of a consumer if the offer is accepted. Important element is the
 - Price includes taxes;
 - Cost of delivery if applicable;
 - How the agreement will be achieved and how the consumer may establish to come;
 - Method of delivery, payment or performance of the contract;
 - How the consumer before the conclusion of the contract by him popular acts can become informed, and the way he can recover before the deal was made;
 - Any language which, in addition to Dutch, the contract may be entered;
 - The conduct to which the entrepreneur has subjected and the way consumers these codes electronically Contracts; and
 - The minimum duration of the distance in case of an agreement which seeks to continuous or periodic delivery of products or services.
 - Whether to apply the right of withdrawal;
 - If the agreement after the adoption is filed, and how these by consumers can be consulted;
 - The height of the rate of distance communication if the cost of using The technique of distance communication are calculated on a basis other than the base rate;
 - Deadline for accepting the offer, or the period for the maintenance of the price;

Article 6 - The price

1. All prices of products or services offered prices are inclusive of VAT. It can the offer not be any hidden costs such as taxes (VAT), packaging or shipping. If these charges are applicable should be clearly in the provision be included.
2. The prices of the products and / or services are not increased for the validity of all mentioned, except as a result of price changes changes in tax rates.
3. If there are products or services whose prices are bound to fluctuations in the financial market where the operator may have no influence on the business, notwithstanding the preceding paragraph, the product / service with variable rates services provided by the operator in the provision clearly indicates that there may of these fluctuations and that target prices are.
4. Price increases within three months after the conclusion of the agreement were not permitted unless they result from legislation or regulations.
5. Price increases from three months after the conclusion of the agreement were not permitted unless the employer has agreed that due to legal. Be it the regulations or rules the consumer has the option agreement to say when there is a price increase.

Article 7 - Payment

1. The amounts due by the consumer, unless otherwise agreed, to be paid within fourteen days after delivery of the goods or in case of a Agreement to provide a service, within 14 days after issuance of documents respect to that service.
2. If there is non-default by the consumer or the entrepreneur, except that restricted under law, reasonable expenses incurred by the consumer in charge if so prior to the consumer is notified.
3. Any errors in the submitted data promptly pay or mentioned by the consumer to the entrepreneur to be communicated.
4. In general terms may in selling products to consumers never prepayment of more than 50% are stipulated. Prepayment of more than 50% may have agreed to. If payment is agreed, the consumer may not no right to exercise on the implementation of the relevant order or service before the agreed payment is made.

Article 8 - Right of withdrawal upon delivery of products

1. The consumer has when purchasing products for at least fourteen days from the date of receipt of the product by or on behalf of the consumer to the Agreement to terminate without reason.
2. If the consumer of the right of withdrawal, this would make the product only to the extent to unzip or use where necessary in order to whether the consumer product to be maintained. During this period, the care of the consumer product and packaging. Consumers will product delivered with all accessories and, where possible, in the original state and packaging to return the operator, using the specified trader reasonable and clear instructions.

Article 9 - Right of withdrawal in service delivery

1. Consumers in the provision of services for at least fourteen days, starting on the day of entering into the agreement, the option contract without reason to dissolve.
2. Consumers will by the operator to supply and / or appearance on delivery to area provided reasonable and clear instructions for use are right of withdrawal succeed.

Article 10 - Costs for refund

1. If the consumer exercises the right of withdrawal, will not exceed the cost of return on his behalf.
2. If the consumer has paid an amount, the amount as soon as this entrepreneur possible and within 30 days after the withdrawal or return or refunds.

Article 11 - Exclusion of withdrawal right

1. The withdrawal right may only be excluded if the entrepreneur entrepreneur clearly in the offer and in time for the conclusion of the agreement, indicated.
2. The exclusion of the right of withdrawal is only possible for products: that
 - a) rapidly deteriorate or expire;
 - b) which by their nature can not be returned;
 - c) for audio and video recordings and computer software that the consumer seals severed.
 - d) for individual newspapers and magazines;
 - e) by the entrepreneur to have been made to the specifications of consumers;
 - f) whose price depends on fluctuations in the financial market which operator`s control;
 - g) that are clearly personal in nature;
3. Exclusion of the right of withdrawal is possible in services:
 - a) to betting and lotteries.
 - b) services the supply with the express consent of the consumer started before the waiting period has expired;
 - c) for transport, transport, catering, accommodation or leisure to carry on a specific date or during a specified period;

Article 12 - Duration Transactions

1. In a contract of indefinite consumers can always denounce purpose and an agreed termination rules notice of at most one month.
2. The maximum duration of a contract for a fixed time is entered two years. If it is agreed that the silence of the consumer contract distance will be extended, the agreement will continue as a contract for an indefinite time and will continue after the notice of the maximum Agreement amount to one months.

Article 13 - Delivery and implementation

1. At the reception and in the implementation of orders of products, and in assessing applications for services, the operator of the largest possible care taken.
2. The entrepreneur recognizes electronic communications and the validity of the legal effect because not deny the fact that the communication is electronic.
3. If delivery of a product ordered permanently proves impossible, the entrepreneur endeavor to substitute a similar article available.

By the delivery will be clear and comprehensible manner reported that a replacement item is delivered. For replacement items may not be the right of withdrawal excluded and the consumer is free to terminate the contract, the cost of a possible return on behalf of the farmer.
4. Unless otherwise expressly agreed based risk of loss and / or damage to products from the moment of delivery to the consumer in the entrepreneur.
5. The address that the consumer has notified the operator is considered instead of delivery.
5. It will be accepted orders expeditiously and within Perform 30 days unless a longer delivery time is agreed, subject to the provisions of Article 5. If there are delays in delivery, or an order not or only partially can be implemented, consumers are receiving the latest one months after he has placed the order message. In such a case, consumers the right to terminate the contract without cost and a right to any compensation.
6. In case of dissolution under the preceding paragraph, the amount that the entrepreneur consumers paid as soon as possible and within 30 days after dissolution, back pay.

Article 14 - Warranty

By the trader, manufacturer or importer as a `guarantee scheme, the consumer rights and claims in respect of a failure to perform the obligations of the employer in relation to the consumer under the law and / or the distance does not reduce or set aside.

Article 15-Conformity

The entrepreneur`s winning in the products and / or services meet the agreement, the specifications mentioned in the offer, the reasonable requirements of usability and / or soundness and the date of the conclusion of the contract involving legal provisions and / or government regulations.

Article 16 - Complaints

1. The entrepreneur has a well-publicized complaints and treat the complaint under this complaints procedure.
2. Complaints about the performance of the contract must within a reasonable time after the consumers the defects found, fully and clearly defined submitted by the entrepreneur.
3. It will be complaints as soon as possible but in any case within a period of 14 days from the date of receipt, handling and answer. If a complaint is a foreseeable longer processing time demands, is the entrepreneur within the period of 14 days responded with a message of welcome and indication where the consumer can expect a more detailed answer.
4. A complaint about a product, service or service of the entrepreneur may be filed a complaint through the website of the Webshop Keurmerk (www.keurmerk.info) after the complaint was lodged with the entrepreneur and has tried to a solution. The Foundation for the complaint will be forwarded to the entrepreneur in order to allow the complaint still to solve than is the position of the Foundation known. If the complaint is not mutually consultations can be resolved, the Foundation Webshop Keurmerk try to mediate. A complaint by the Foundation Webshop Keurmerk discussed only if the consumer complaint within a reasonable time to the operator`s request.

Article 17 - Additional or different terms

Additional or different terms of these provisions may not detriment of consumers and should be put in writing or in such way that the consumer in an accessible way to be saved a durable medium.

Article 18 - Amendments to the General Conditions of the Foundation Keurmerk Webshop

Changes in these conditions will take effect after it properly published. Changes during the term of offering a benefit for the consumers most favorable determination (and) priority.

Article 19 - Applicable Law

Agreements between the entrepreneur and the consumer of these overall Conditions apply, only Dutch law.

Last modified September 9, 2009