

# Algemene voorwaarden - v7

snooshy-shop

09-06-2010

Snooshy. The terms and conditions are filed with the Chamber of Commerce of Amsterdam under number 37156790 and can be reviewed on our website [www.snooshy.com](http://www.snooshy.com).

1.2 Unless agreed otherwise, these conditions apply to all agreements with Snooshy. Accepting an offer or placing an order shall mean that you accept these conditions.

1.3 The provisions in these conditions may only be deviated from in writing, in which case the other provisions shall remain in full force.

1.4 All rights and claims stipulated in these conditions and in any other agreements for Snooshy's benefit shall likewise be stipulated for the benefit of intermediaries and other third parties engaged by Snooshy.

## Article 2. Offers/agreements

2.1 All of Snooshy's offers shall be without obligation, and Snooshy shall expressly reserve the right to change prices, in particular, if necessary under statutory or other requirements.

2.2 An agreement shall only be concluded after Snooshy accepts your order. Snooshy shall be entitled to refuse orders or attach certain conditions to delivery, unless expressly stated otherwise. If an order is not accepted, Snooshy shall indicate this within ten (10) working days after receiving the order.

## Article 3. Prices and payment

3.1 Unless otherwise stated or agreed on in writing, the prices stated for the products and services offered shall be in euros, including VAT and including handling and shipping costs, any taxes or other levies.

3.2 If deliveries within The Netherlands are involved, payment shall be made through a one-off direct debit or a bank transfer.

3.3 If a payment is reversed for whatever reason at a later date after receipt by Snooshy and delivery has been made in the meantime, this shall never discharge the party making the order from its payment obligation.

3.4 If, after a written demand by Snooshy, a payment is still not received by Snooshy within five working days, you shall owe EUR 10,00 in administrative costs. If Snooshy contracts out its claim for collection, you shall also owe the out-of-court collection costs actually incurred.

3.5 If you fail to make any payment, Snooshy shall be entitled to suspend or rescind the agreement concerned and related agreements (or the performance thereof).

3.6 If the prices for the products and services increase in the period between the order and the execution thereof, this price increase shall not be passed on, except for price changes resulting from changes in VAT rates or other taxes or levies.

## Article 4. Delivery / approval period

4.1 The ordered items through the Snooshy-shop are sent out after having received your payment. Snooshy sends out twice a week.

4.2 The delivery dates stated by Snooshy shall merely be indicative. You shall not be entitled to any damages if a delivery date is exceeded, nor shall you be entitled to cancel the order or rescind the agreement, unless the delivery date has been exceeded in such a way that you cannot reasonably be expected to maintain the agreement. In that case, you shall be entitled to cancel the order or rescind the agreement insofar as necessary.

## Article 5. Retention of title

5.1 If you already owe an amount to Snooshy under any agreement, title to delivered products shall not be transferred until you have paid that amount. The risk regarding the products shall already be transferred to you at the time of delivery.

## Article 6. Intellectual and industrial property rights

6.1 You must respect all intellectual and industrial property rights attached to the products delivered by Snooshy in full and unconditionally.

## Article 7. Complaints and liability

7.1 Snooshy sees to it that the products are produced with utmost care. Nevertheless little difference in this handmade product may occur.

7.2 Upon delivery, you are obliged to inspect the products to determine whether or not they comply with the agreement. If this is not the case, you must inform Snooshy in writing, stating reasons, as soon as possible and, in any event, within five (5) working days after delivery, or at least after discovery was reasonably possible.

7.3 If it is demonstrated that the products do not comply with the agreement, Snooshy shall have the option of replacing the products concerned with new products in exchange for return of the products or refunding the invoice amount of the products.

7.4 If you do not wish to take possession of a product for any reason, you shall be entitled to return the product to Snooshy within seven (7) working days after delivery. Return shipments shall only be accepted in this case if the product and packaging have not been damaged, with the return shipment costs being borne by you as well.

7.5 Return shipments with insufficient postage shall not be accepted.

7.6 The return shipments accepted by Snooshy shall be replaced with a substitute product, or the original invoice amounts refunded excl. postage & handling costs, as soon as possible. Refunds shall be given within 30 days.

7.7 Snooshy shall not assume any liability whatsoever for damage claims or consequential damage in whatever capacity substantiated as a result of the use of its products by consumers or third parties.

#### Article 8. Orders/communication

8.1 Snooshy shall not be liable for misunderstandings, mutilation, delays or improper transmission of orders and messages resulting from the use of the Internet or any other means of Snooshy, or between Snooshy and third parties, insofar as pertaining to the relation between you and Snooshy, unless and insofar as there has been an intentional act/omission or gross negligence on Snooshy's part.

#### Article 9. Force Majeure

9.1 Without prejudice to the other rights it has, Snooshy shall, in the case of force majeure, be entitled, at its option, to suspend execution of your order or rescind the agreement without court intervention, by informing you of this in writing and without Snooshy being obliged to pay any damages, unless, in the given circumstances, this would be unacceptable according to the principles of reasonableness and fairness.

9.2 Force majeure shall mean any breach which cannot be attributed to Snooshy, because it is not at fault, and for which it does not bear responsibility pursuant to law, acts intended to have legal effect or generally accepted standards.

#### Article 10. Miscellaneous

10.1 If you provide your address to Snooshy in writing/email, Snooshy shall be entitled to send all orders to that address, unless you indicate in the written statement another address where your orders should be sent.

10.2 Even if deviations from these conditions have been permitted by Snooshy, whether tacitly or not, for a short or long time period, this shall not affect its right to still demand immediate and strict compliance with these conditions. You may never assert any right based on the fact that Snooshy has applied these conditions in a lenient manner.

10.3 Should one or more of the provisions of these conditions or any other agreement with Snooshy be contrary to any applicable legal requirement, the provision concerned shall cease to have effect and shall be replaced with a new, similar provision permissible at law to be determined by Snooshy.

10.4 Snooshy shall be entitled to utilize third parties in executing your order(s).

#### Article 11. Applicable law and competent court

11.1 All rights, obligations, offers, orders and agreements to which these conditions apply, as well as these conditions themselves, shall be governed solely by Dutch law.

11.2 All disputes between the Parties shall exclusively be brought before the competent court in the Netherlands.

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