

# Terms and conditions

## 1 – Introduction

These general conditions apply to any order of products on the website of the company Atelier Kapnos (hereinafter referred to as iksnaperniksvan), registered with the register of legal entities under number KvK: 54398436 (VAT NL225371145B01). Its headquarters is located in 2565MN The Hague, Populierstraat 86, Netherlands. Email: atelier.kapnos@gmail.com. Any order for a product of the website [www.iksnaperniksvan.com](http://www.iksnaperniksvan.com), implies acceptance of all these terms and conditions. As a result, the client is fully aware of the fact that her/his agreement on the content of these conditions does not require the signature of this document, as far as the customer wishes to order online the products presented in the framework of the shop website.

## 2 - General conditions

### 2.1. Generalities

The customer could save or print these general conditions, given that both, backup or editing this document are her/his full responsibility. Iksnaperniksvan may change these terms and conditions at any time on its website. However, current contracts are applicable to the conditions at the time of the conclusion of the sale. It is therefore advised to refer regularly to the latest version of the terms and conditions permanently available on the website.

### 2.2. Definitions

CONSUMER, means any physical or legal person who acquires or uses for a nonprofessional purpose, products or services presented on the website. As a consumer, the customer has specific rights, which would be denied in the occurrence that the products or services acquired through the website would actually concern his professional activity.

PROFESSIONAL means anyone who does not fit the definition of consumer given above.

## 3 – Online sales conditions

The product catalogue and description on [www.iksnaperniksvan.com](http://www.iksnaperniksvan.com) do not constitute an offer in its current form. It is not sufficient to fill out an order form on the website to have a contract. The sale will be definitively concluded only at the receipt of the confirmation email. For security and customer confidence, iksnaperniksvan reserves the right to request additional information and to refuse the order if iksnaperniksvan believes to have insufficient information in its possession. Iksnaperniksvan may also refuse orders if it appears that the buyer wants to resell the products.

#### 4 – Order confirmation

The contractual information will be confirmed by email before the delivery.

#### 5 – Purchase

Iksnaperniksvan answers your order if stocks are available. Delivery time is 24h for The Hague and surroundings, 48h/72h for the rest of Netherlands, 5 days for Belgium and Germany, and 15 days for the other EU countries, excepting exceptional circumstances (weather, strikes, traffic problems, etc.). For shipping to the rest of the world extra time must be expected. However, if, despite its vigilance, products are unavailable after your order, iksnaperniksvan will notify you by email and invite you to cancel or change your order.

#### 6 – Ownership transfer

Sold or delivered goods remain the exclusive property of Iksnaperniksvan until full payment of the order.

#### 7 – Price

All products' prices are indicated in euros all taxes included, excluding postage (when this applies). The shipping costs are borne by the customer (unless special conditions indicated on the website). They are displayed, taking into account the information provided by the customer on the delivery location. Iksnaperniksvan reserves the right to change prices at any time. However, iksnaperniksvan has to apply the prices displayed at the time of your order. At check-out and before the customer proceeds to payment, the full price is presented.

#### 8 – Payments

Payment of the full price must be operated at the time of your order, unless otherwise requested and agreed by us. Payments cannot be considered as a deposit or deposits. All orders are payable in EURO. To adjust your order, you have the following payment methods:

- Credit card
- Paypal
- ideal (for NL)
- Bank transfer on the account of iksnaperniksvan

In this case, the products are reserved for the customer during 5 working days from the order, pending payment. After this deadline, we may decide to cancel the order.

You warrant to iksnaperniksvan to have all the necessary authorizations to use the payment method chosen during registration of the commande. Iksnaperniksvan reserves the right to suspend or cancel any order and / or delivery, of all nature and at all level of execution in case of non-payment (or if payment incident) any sum due. The delivery of any new order may be suspended in case of late payment for a previous order. Iksnaperniksvan reserves the right to request a copy of identity card and/ or a bank receipt for any payment by credit card.

## 9 – Delivery

### 9.1. - Generalities

Products purchased on iksnaperniksvan will be delivered to the address indicated on the order form.

Iksnaperniksvan cannot be held responsible for the consequences due to a shipping delay related to the responsibility of the Post. There will be no refund of the order before it will be returned to the sender.

When paying by bank transfer, the order will be processed upon receipt of the amount. Accordingly, the time limits applicable in this case are those at the date of the payment's receipt. If you decide to cancel your order after payment and your order is already in for delivery, iksnaperniksvan will provide a refund of the product at its full reception. It is strongly advised to return the product in its original state.

### 9.2. – Risk transfer

The property and the risks associated with your products will be transferred upon receipt of the products.

### 9.3. - Custom duty

When your ordered products are delivered to a country other than the Netherlands, you are considered as the authorized importer and as such you must respect the laws and regulations of the country in which you take delivery of the goods. You may be subject to fees or duties to the arrival of the goods in your country. All additional customs' fees are your own responsibility. Iksnaperniksvan has no control over these charges and does not know the amount. Customs policies vary by country, you should contact your local customs' department for more information.

### 9.4 – Delivery problems

Any hesitation about the delivered product (eg damaged package, already opened ...) must be notified to iksnaperniksvan within 3 days of products' receipt. Any problem regarding the items in the parcel (Article outdated, missing, not corresponding to the ordered ...) must be notified to iksnaperniksvan within 14 days of receipt. Any notice after this period no longer engage the responsibility of iksnaperniksvan and the product will not be refunded or replaced.

### 9.5 - Product conformity

Iksnaperniksvan undertakes to refund or exchange products that do not correspond to your

order. In this case, we thank you for agreeing to report this in details by email (atelier.kapnos@gmail.com) and return the products to iksnaperniksvan. Iksnaperniksvan will, at your convenience, exchange or refund the product. The request must be made within 14 working days of delivery. Any claim made after this deadline will not be accepted.

It is strongly advised to return products to iksnaperniksvan in the same conditions you had received them with all items delivered (accessories, packaging). In any case, you benefit of the provisions of the legal guarantee on the guarantee against hidden defects. You can also download the withdrawal form [here](#).

#### 9.6 - Parcel

##### IMPORTANT:

if the customer is not present during the delivery and doesn't withdraw his package at the post office within 15 days, the package is returned to iksnaperniksvan. In this case, iksnaperniksvan return the package to the customer only when the package is received in return (or refunded by Post service if lost), and the shipping cost of the second shipment will be charged to the customer, and this, even if the Post hasn't left a delivery notice.

#### 10 – Renunciation right

The consumer has the right to notify the seller that he renounces to her/his order without penalty and without giving any reason, within 14 working days from the day after the product delivery. It's strongly recommended that returned products to iksnaperniksvan are in perfect condition for resale in their original condition (packaging, accessories), sealed, and with a copy of the invoice or delivery within 14 days. Any product incomplete, damaged or in a damaged original packaging, will not be refunded or exchanged.

Consumers wishing to exercise this right should contact iksnaperniksvan within 14 working days at atelier.kapnos@gmail.com. The withdrawal form can be found in the legal documents at the bottom side of the webpage (webshop).

#### 11 – Transaction proof

The records, stored in computer systems iksnaperniksvan in reasonable security conditions, are considered as a proof of communications, orders and payments between the parties. The filing of purchase orders and invoices is made on a reliable and durable support that can be produced as evidence.

#### 12 – Responsibility limits

12.1 Photos and texts illustrating the products contained on this site are not contractual and only for informational purposes.

### 13 – Case of emergency

13.1 Iksnaperniksvan will do whatever possible to fulfill its obligations but cannot be held responsible for delays or failure to deliver caused by circumstances beyond its control, such as strikes, wars, natural or other disasters that prevent production, transportation or product delivery.

13.2 In case of delay, iksnaperniksvan will fulfill its obligations in the shortest time possible and reserves the right to allocate fairly the remaining stocks of products among its customers.

### 14 – Data protection

By placing your order, you agree that iksnaperniksvan stores, processes and uses data collected from your order. Some of this information may be transferred to companies involved in the delivery of your products.

### 15 – Applicable law and jurisdiction

Iksnaperniksvan will do its best to try to resolve amicably any dispute. If you are not satisfied with the dispute resolution mode and if you want to appeal to the competent courts, the following rules will apply. The contract is governed by Dutch law.