

# Terms and Conditions - v1

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## Article 1 - Definitions

In these conditions apply:

1. Grace period: The period within which the consumer can exercise his right of withdrawal;
2. Consumer: the natural person not acting in the exercise of profession or business and a distance contract with the entrepreneur;
3. Day: calendar day;
4. Transaction Duration: a distance contract relating to a range of products and / or services, the supply and / or purchase is spread over time;
5. Durable medium: any means that the consumer or business that enables information to him personally, store in a way that future consultation and unaltered reproduction of the stored information.
6. Right of withdrawal: the ability for consumers to see within the waiting period of the contract;
7. Standard form: the model withdrawal form that allows the operator available that can fill a consumer if he wants to exercise his right of withdrawal.
8. Entrepreneur: the natural or legal products and / or remote services to the consumer;
9. Distance contract: an agreement whereby in the framework of a system organized by the entrepreneur for distance selling of products and / or services until the conclusion of the agreement exclusive use of one or more communication techniques distance;
10. Technology for distance communication: means that can be used to conclude a contract, without the consumer and trader being in the same area.
11. General Conditions: these General Terms and Conditions of the entrepreneur.

## Article 2 - Identity of the entrepreneur

Poepfabriek.com  
Marcantilaan 393 (by appointment only)  
1051NL Amsterdam  
info@poepfabriek.nl  
Commercial Register: 27267413  
VAT identification number: NL143989157B01

## Article 3 - Applicability

1. These terms and conditions apply to every offer of the entrepreneur and any agreement reached at a distance and contracts between businesses and consumers.
2. Before the agreement is concluded, the text of these general conditions made available to the consumer. If this is not reasonably possible, before the contract is concluded, indicated that the general conditions appearing in the entrepreneur and will be sent free of charge as soon as possible, at the request of the consumer.
3. If the agreement is concluded electronically away, notwithstanding the preceding paragraph and before the contract is concluded, the text of these general conditions are made electronically available to the consumer in such a way that the consumer may be stored in a simple way on a durable medium. If this is not reasonably possible, before the contract is concluded, indicated where the general conditions can be inspected electronically and that at the request of the consumer electronically or otherwise will be sent free of charge.
4. In the event that besides these general conditions also specific product or service conditions apply, the second and third paragraph shall apply and the consumer in case of conflicting terms always rely on the applicable provision for him is most favorable.
5. If one or more provisions of these terms and conditions at any time or totally or partially invalid, then the contract shall remain and these conditions will remain in force and the relevant provision in concert immediately be replaced by a requirement that the intent of the original approach as much as possible.
6. Situations that are not covered by these terms and conditions, to be assessed 'in the spirit' of these general conditions.
7. Uncertainties regarding the interpretation or content of one or more provisions of our terms must be interpreted "in the spirit of these terms and conditions.

## Article 4 - The offer

1. If an offer has a limited duration or subject to conditions, this will be explicitly stated in the offer.
2. The offer is non-binding. The entrepreneur is entitled to change the offer and adapt.
3. The offer contains a complete and accurate description of the offered products and / or services. The description is sufficiently detailed to allow a proper assessment of the offer by the consumer. If the contractor uses these images are a true reflection of the products and / or services. Obvious mistakes or errors in the offer binding on the entrepreneur.
4. All drawings, specifications information in the offer are indicative and may not lead to damages or rescission of the contract.
5. Images on products are a true representation of the products offered. Entrepreneur can not guarantee that the colors displayed exactly match the actual colors of the products.
6. Each offer contains such information that is clear to the consumer what rights and obligations are involved in accepting the offer. This concerns in particular:
  - the price including taxes;

- o any costs of delivery;
- o how the agreement will be achieved and what actions they require;
- o whether to apply the right of withdrawal;
- o the method of payment, delivery and performance of the contract;
- o The deadline for accepting the offer, or the deadline for adhering to the price;
- o the size of the tariff for distance communication if the cost of using the technique for distance communication are calculated on a basis other than the regular fare for the means of communication;
- o if the contract is filed after conclusion, and if so, how this can be accessed by the consumer;
- o how the consumer before the conclusion of the contract, to check information provided by him under the contract, and repair if necessary;
- o any other languages, including Dutch, it can be concluded the agreement;
- o the conduct to which the trader is subject and the way the consumer can consult these behavioral codes electronically; and
- o the minimum duration of the distance contract in the event of an extended transaction.

#### Article 5 - The contract

1. The agreement is subject to the provisions of paragraph 4, concluded at the time of the consumer accepts the offer and meet the corresponding conditions.
2. If the consumer has accepted the offer electronically, the trader will immediately acknowledge electronic receipt of acceptance of the offer. Until receipt of this acceptance has not been confirmed by the operator, the consumer may rescind the contract.
3. If the agreement is created electronically, the trader will take appropriate technical and organizational measures to protect the electronic transfer of data and he will ensure a secure web environment. If the consumer can pay electronically, the trader will take appropriate safety precautions.
4. The entrepreneur can - within the law - inform the consumer's ability to meet its payment obligations, as well as all facts and factors relevant to a sound conclusion of the distance contract. If the operator under this investigation was justified 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 the consumer in the product or service the following information in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable medium, send:
  - A. The address of the establishment of the business where consumers can lodge complaints;
  - b. the conditions under which and the manner in which the right of withdrawal consumer can be exercised, or a clear statement regarding the exclusion of the right of withdrawal;
  - c. information on guarantees and after sales service;
  - d. the details of these conditions include in Article 4 paragraph 3, unless the operator this information already provided to the consumer before the execution of the agreement;
  - e. the requirements for terminating the agreement if the agreement has a duration of more than one year or is indefinite.
6. In the event of an extended transaction is the provision in the previous paragraph applies only to the first delivery.
7. Each agreement is entered into under the condition precedent of sufficient availability of the products.

#### Article 6 - Right of withdrawal

1. When purchasing products, the consumer can terminate the contract without giving any reason within 14 days. This period commences on the day following receipt of the product by the consumer or a pre-designated by the consumer and the entrepreneur announced representative.
2. During this period the consumer will treat the product and packaging. He will only unpack the product to the extent or use as necessary to assess whether he wishes to retain. If he exercises his right of withdrawal, he will the product with all accessories and - if reasonably possible - in its original condition and packaging to the entrepreneur, in accordance with the reasonable and clear instructions provided by the entrepreneur.
3. If the consumer wishes to exercise his right of withdrawal, he is required within 14 days after receipt of the product, to make known to the operator. The express is to make the consumer using the model form. Once the consumer has expressed the wish to make use of his right of withdrawal, the customer must return the product within 14 days. The consumer must prove that the goods are returned on time, for example through a proof of posting.
4. If the customer after the unknowable periods specified in paragraphs 2 and 3 has to want to make use of his right of withdrawal, respectively. Product has not returned to the entrepreneur, the purchase is a fact.
5. When providing services, the consumer has the option to terminate the agreement without giving any reason for at least 14 days with effect from the day of entering into the agreement.
6. To exercise his right of withdrawal, the consumer focus to the operator to supply and / or appearance on delivery to area provided reasonable and clear instructions.

#### Article 7 - Costs in case of withdrawal

1. If the consumer exercises his right of withdrawal, will not exceed the cost of return shipping cost.
2. If the consumer has paid an amount, the entrepreneur this amount as soon as possible but no later than 14 days after cancellation, refund. This is the condition that the product has already received back can be provided by the merchant or conclusive evidence of complete return.

#### Article 8 - Exclusion of right of withdrawal

1. The operator may exclude the right of withdrawal of the consumer products as defined in paragraph 2 and 3. The exclusion of the right of withdrawal only applies if the trader clearly in the offer, at least in time for the conclusion of the contract refers.
2. Exclusion of the right of withdrawal is only possible for products:
  - a which have been created by the trader in accordance with specifications of the consumer.;
  - b. that are clearly personal in nature;
  - c. that can not be returned due to their nature;
  - d. that spoil or become obsolete;
  - e. whose price depends on fluctuations in the financial market over which the trader has no influence;
  - f. for individual newspapers and magazines;
  - g. for audio and video recordings and computer software that the consumer has broken the seal.
  - h. hygiene products for which the consumer has broken the seal.
3. Exclusion of the right of withdrawal is only possible for services:
  - A. On accommodation, transport, carrying catering or leisure on a certain date or during a given period;
  - b. which the supply with the express consent of the consumer before the period has expired;
  - c. on betting and lotteries.

#### Article 9 - The price

1. During the period mentioned in the offer have not increased the prices of the products and / or services, except for price changes due to changes in VAT rates.

2. Notwithstanding the preceding paragraph, the business products or services whose prices are subject to fluctuations in the financial market and where the entrepreneur has no control, at variable prices. These fluctuations and the fact that any price targets, are at the offer.
3. Price increases within 3 months after the conclusion of the contract are only allowed if they result from legislation or regulations.
4. Price increases from 3 months after the conclusion of the contract are only allowed if the trader has agreed and:
  - A. They are the result of legislation or regulations; whether
  - b. the consumer is authorized to terminate the contract with effect from the date the increase takes effect.
5. The rates in the supply of products or services include VAT.
6. All prices are subject to pressure - errors. For the consequences of pressure - and misprints no liability is accepted. With pressure - errors the trader is not obliged to deliver the product according to the erroneous price.

#### Article 10 - Compliance and Warranty

1. The operator guarantees that the products and / or services meet the contract specifications stated in the offer, the reasonable requirements of reliability and / or usability and on the date of the conclusion of the agreement existing legal provisions and / or government regulations. If agreed, the entrepreneur also ensure that the product is suitable for other than normal use.
2. A guarantee provided by the trader, manufacturer or importer does not affect the legal rights and claims that the consumer under the contract may enforce against the trader funds.
3. Any defects or faulty goods should be sent by email within 3 days of delivery to the operator to be notified in writing. Return of the goods must be in original packaging and in new condition.
4. The entrepreneur warranty matches the manufacturer's warranty period. However, the entrepreneur is never responsible for the ultimate suitability of the goods for each individual application by the customer, nor for any advice regarding the use or application of the products.
5. The warranty does not apply if:
  - o The consumer has repaired the products delivered and / or processed or repaired and / or modified by third parties;
  - o The products supplied have been exposed to abnormal conditions or otherwise careless handling or contrary to the instructions of the operator and / or packaging are processed;
  - o The defective in whole or in part the result of regulations that the government has made or will make regarding the nature or quality of the materials used.

#### Article 11 - Delivery and execution

1. The trader will take the greatest possible care when receiving and implementing orders for products and when assessing applications for the provision of services.
2. The place of delivery is the address that the consumer makes known to the company.
3. Subject to what is stated in paragraph 4 of this Article, the company will execute accepted orders expeditiously within 30 days unless the consumer has agreed to a longer delivery period. If delivery is delayed or if an order is not or only partially carried out, the consumer receives them no later than 30 days after placing the order. The consumer in this case has the right to terminate the agreement without penalty. The consumer is not entitled to compensation.
4. All delivery dates are indicative. The consumer has no rights any time limits. A term is exceeded, the consumer is not entitled to compensation.
5. In case of dissolution in accordance with the paragraph 3 of this Article, the operator the amount that consumers paid as soon as possible but no later than 14 days after repudiation.
6. If delivery of an ordered product proves impossible, the trader will endeavor to provide a replacement article. By the delivery will be clear and comprehensible manner that a replacement item is delivered. For replacement items right of withdrawal can not be excluded. The cost of any return shipment are borne by the entrepreneur.
7. The risk of damage and / or loss of products rests upon the trader up to the moment of delivery to the consumer or a pre-designated and the entrepreneur announced representative, unless expressly agreed otherwise.

#### Article 12 - Extended duration transactions: duration, termination and renewal notice

1. The consumer may contract for an indefinite period, which extends to the regular delivery of products (including electricity) or services, at any time denounce the applicable termination rules and a notice of up to one month.
2. The consumer may contract concluded for a definite period and that extends to the regular delivery of products (including electricity) or services, withdraw by the end of the fixed term in compliance with the applicable termination rules and a notice not exceeding one month.
3. Consumers can the agreements referred to in the preceding paragraphs:
  - o withdraw and not be limited to termination at a particular time or in a given period;
  - o terminate them in the same way as they are concluded;
  - o Cancel at the same notice as the company has negotiated for itself.
4. A contract for a definite period and that extends to the regular delivery of products (including electricity) or services may not be automatically extended or renewed for a fixed duration.
5. Notwithstanding the preceding paragraph, a contract for a definite period is entered into and which extends to the regular supply of daily and weekly newspapers and magazines be tacitly renewed for a limited period of up to three months, as consumers this extended may cancel the contract at the end of the extension with a notice period of up to one month.
6. A contract for a definite period has been entered and that extends to the regular delivery of products or services may be tacitly renewed for an indefinite period if the consumer may at any time terminate with a notice period of up to one month and a notice of maximum of three months if the contract extends to the regular, but less than once a month, delivering daily, weeklies and magazines.
7. A contract with a limited duration of regular delivery of dailies, weeklies and magazines (trial or introductory subscription) is not implied continued and terminates automatically after the trial or introductory.  
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8. When a contract has a duration of more than one year, the consumer the agreement after a year may withdraw a notice of up to one month, unless the reasonableness and fairness against termination before the end of the agreed term resist.

#### Article 13 - Payment

1. Unless otherwise agreed, the amounts owed by the consumer to be paid within 7 days after the start of the cooling off period referred to in Article 6 paragraph 1. In case of an agreement to provide a service, captures this period after the consumer has received the confirmation of the agreement.
2. The consumer has the duty to report immediately to the trader any inaccuracies in data supplied or specified payment.
3. In case of default by the consumer, the operator subject to legal restrictions, the right to charge the reasonable costs incurred to the Consumer.

#### Article 14 - 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 made fully and clearly described within seven days to the entrepreneur, after the consumer has found the defects.
3. Complaints submitted to the entrepreneur within a period of 14 days from the date of receipt. If a complaint is a foreseeable longer processing time, is answered by the operator within the period of 14 days, confirming receipt and indicating when the consumer can expect a more detailed answer.
4. If the complaint can not be resolved by mutual agreement creates a dispute that is subject to dispute.
5. Complaints that can not be solved by mutual agreement, the consumer should apply to Foundation Webwinkelkeur ([www.webwinkelkeur.nl](http://www.webwinkelkeur.nl)), it will mediate free. Should there be not come to a solution, the consumer has the opportunity to be treated by Strife Online Foundation complaint, the decision thereof is binding and both entrepreneurs and consumers agree with this binding judgment. The submission of a dispute to the arbitration committee are costs that must be paid by the consumer to the relevant committee.
6. A complaint does not suspend the obligations of the entrepreneur, unless the operator specifies otherwise.
7. If a complaint is accepted by the entrepreneur, the entrepreneur at its option or the products will be replaced free of charge or repair.

#### Article 15 - Disputes

1. Contracts between the entrepreneur and the consumer of these terms refer only to Dutch law. Even if the consumer is domiciled abroad.
2. The CISG does not apply.

#### Article 16 - Additional or different terms

Additional or of these terms and conditions, may not be to the detriment of consumers and should be recorded in writing or in such a way that they can be stored by the consumer in an accessible manner on a durable medium.