

Terms and Conditions - v2

sambruja

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Terms & Conditions:

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Article 1 - Definitions

In these conditions shall apply:

1. Grace period: The period within which the consumer can make use of his right of withdrawal;
2. Consumer: the natural person not acting in the exercise of professional or business and a distance contract with the entrepreneur;
3. Day: calendar;
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 is directed to 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. Model form: the model withdrawal form that makes available the entrepreneur who can fill a consumer if he wants to use his right of withdrawal.
8. Entrepreneur: the natural or legal products and / or services to consumers;
9. Distance contract means an agreement in the context 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 room.
11. General Conditions: the General Conditions of the entrepreneur.

Article 2 - Identity of the entrepreneur

Sambruja;
Clemens Berg 10, 4822TL Breda;
Phone: 0646191941
Email: info@sambruja.com
Commercial Register: 20149857
VAT identification number: NL224222909B01

Article 3 - Applicability

1. These general conditions apply to every offer of the entrepreneur and any agreement reached at a distance and contracts between businesses and consumers.
2. Before the distance contract is concluded, the text of these general conditions made available to the consumer. If this is not reasonably possible, before the contract is concluded at a distance, indicate that the general conditions for inspection at the trader's premises and will be sent free of charge as soon as possible, at the request of the consumer.
3. If the distance contract is concluded electronically, notwithstanding the previous paragraph and before the distance contract is concluded, the text of these terms and conditions electronically to be made available to the consumer in such a way that by the consumer a simple way can be stored on a durable medium. If this is not reasonably possible, before the distance contract is concluded, will indicate where to be aware of the general conditions electronically and that they will be sent free of charge at the request of the consumer electronically or otherwise.
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 can always, in case of conflicting terms rely on the applicable provision for him is most favorable.
5. If one or more provisions of these terms at any time wholly or partially invalid or destroyed, it remains the agreement and these conditions will remain intact and the relevant provision in concert will be immediately replaced by a provision that the scope of approached the original as possible.
6. Situations that are not governed by these terms and conditions should be assessed 'in the spirit' of these terms and conditions.
7. Uncertainties regarding the interpretation or content of one or more provisions of these conditions should 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 subject. The entrepreneur is entitled to change the offer and adapt.
3. The offer includes a complete and accurate description of the 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 are not binding.
4. All drawings, specifications data 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 which are attached to accepting the

offer. This concerns in particular:

- o the price including taxes;
- o any costs of delivery;
- o how the agreement will be achieved and what actions they require;
- o apply whether or not the right of withdrawal;
- o the method of payment, delivery and performance of the contract;
- o The deadline for accepting the offer, or the period for adhering to the price;
- o the level 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 whether 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 agreement, to check the data supplied by him under the contract and repair if necessary;
- o any other languages, including Dutch, the contract may be entered;
- 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 ensure a safe web environment. If the consumer can pay electronically, the trader will take appropriate safety precautions.
4. The entrepreneur can - within the law - inform or the consumer can 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 in not concluding the contract, he is entitled to refuse or to attach special conditions to the execution of an order or request.
5. The entrepreneur will the product or service to the consumer the following information in writing or in such a way that it can be stored in an accessible manner by the consumer on a durable medium to send:
 - a. the address of the establishment of the business where consumers can lodge complaints;
 - b. the conditions and how the consumer can exercise the right of withdrawal, or a clear statement regarding the excluded from the right of withdrawal;
 - c. information about guarantees and after sales service;
 - d. the data included in article 4 paragraph 3 of these conditions, unless the operator this information already provided to the consumer before the execution of the agreement;
 - e. the requirements for termination of the contract if the contract 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 suspensive conditions of sufficient availability of the products.

Article 6 - Right of withdrawal

When delivering products:

1. When purchasing products, the consumer can cancel the contract without giving any reason within 14 days. This period commences on the date of 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 be the product only to unpack or use as needed to assess whether he wishes to keep the product. 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, according to the trader provided reasonable and clear instructions.
3. If the consumer wishes to exercise his right of withdrawal, he is required within 14 days of receipt of the product, to make known to the entrepreneur. The express need to consumers through the template. After the consumer has expressed its wish to exercise his right of withdrawal, the customer must return the product within 14 days of return. The consumer must prove that the goods are returned on time, for example by means of a proof of shipment.
4. If the customer after the paragraph 2 and 3 times not has expressed its wish to exercise his right of withdrawal, respectively. the product has not returned to the entrepreneur, the purchase is a fact.

When providing services:

5. When providing services, the consumer has the option to terminate the contract without giving any reason for 14 days starting on the day of entering into the agreement.
6. To exercise his right of withdrawal, the consumer focus to the trader 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 been received back by the merchant or conclusive evidence of complete return can be submitted.

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 applies only if the entrepreneur clearly in the offer, at least in time for the conclusion of the agreement, stated.
2. Exclusion of the right of withdrawal is only possible for products:
 - a which are established by the entrepreneur to the consumer's specifications.;
 - b. that are clearly personal in nature;
 - c. that can not be returned because of their nature;
 - d. that spoil or become obsolete;
 - e. whose price depends on fluctuations in the financial market on which the entrepreneur 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, catering or leisure to carry on a certain date or during a given period;
 - b. 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; or
 - b. the consumer has the right to terminate the agreement as of the date the increase takes effect.
5. The supply of products or services mentioned prices include VAT.
6. All prices are subject to pressure - errors. For the effects of pressure - and typographical no liability is accepted. At press - errors the company is not obliged to deliver the product according to the incorrect 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 the existing laws on the date of the conclusion of the agreement provisions and / or government regulations. If agreed, the entrepreneur also ensure that the product is suitable for other than normal use.
2. By the trader, manufacturer or importer does not affect the legal rights and claims that the consumer may invoke under the contract against the trader.
3. Any defects or faulty goods must be notified in writing within 3days after delivery to the entrepreneur. Return of goods must be in original packaging and in new condition.
4. The guarantee of the entrepreneur is consistent with the manufacturer's warranty period. The entrepreneur, however, is never responsible for the ultimate suitability of the products for each individual application by the oncusment, nor for any advice regarding the use or application of the products.
5. The warranty does not apply if:
 - o Consumer products supplied has repaired itself and / or processed by third parties to repair and / or processing;
 - o The products supplied are exposed to abnormal conditions or otherwise careless handling or contrary to the instructions of the employer and / or on the packaging;
 - 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 implementation

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 Article 4 of these terms and conditions, the company will implement accepted orders expeditiously within 30 days unless consumer has agreed to a longer delivery. If delivery is delayed or if an order is not or only partially carried out, the consumer receives them within 30 days after placing the order. The consumer in this case the right to terminate the contract without penalty and be entitled to any compensation.
4. In case of dissolution in accordance with the preceding paragraph, the operator the amount that consumers paid as soon as possible but no later than 14 days after repudiation.
5. If delivery of an ordered product proves impossible, the trader will endeavor to provide a replacement product. By the delivery will be notified that a replacement item is delivered in a clear and comprehensible manner. For replacement items right of withdrawal can not be excluded. The cost of the return shipment will be borne by the entrepreneur.
6. The risk of damage and / or loss of products rests with the employer until the time of delivery to the consumer or a pre-designated and the entrepreneur announced representative, unless otherwise expressly agreed.

Article 12 - 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, which extends to the regular delivery of products (including electricity) or services, at any time terminate at 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 mentioned in the previous paragraphs:
 - o Cancel at any time and not be limited to termination at a particular time or in a given period;
 - o At least cancel the same way as they are entered by him;
 - o Cancel at the same notice as the company has negotiated for itself.
- extension
4. A contract for a definite period, which extends to the regular delivery of products (including electricity) or services may not be automatically extended or renewed for a fixed period.
5. Notwithstanding the preceding paragraph, an agreement is concluded for a definite period, which extends to the regular delivery of daily or weekly newspapers and magazines will be automatically renewed for a fixed period of up to three months, as consumers this extended agreement by the end of the extension may terminate with a notice of up to one month.
6. A contract for a definite period, which extends to the regular delivery of products or services may only be extended for an indefinite duration as the consumer may cancel at any time with a notice period of up to one month and a notice of more than three months extends to the regular case in the agreement, but less than once a month, delivering daily, news and weekly newspapers and magazines.
7. An agreement with a limited duration of regular delivery of dailies, weeklies and magazines (trial or introductory subscription) will be terminated automatically and not tacitly continued after the trial or introductory.
- expensive
8. If a contract has a duration of more than one year, the consumer after a year may withdraw at any time terminate with 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 a contract to provide a service, it captures period after the consumer has received the confirmation of the agreement.
2. The consumer has the duty to inaccuracies in data supplied or specified payment immediately to the operator.

3. In the event of default by the consumer, the operator subject to statutory limitations, the right to advance to the consumer made known to charge reasonable costs.

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 submitted completely and clearly described within 7 days to the entrepreneur, after the consumer has discovered the defects.
3. The entrepreneur complaints within a period of 14 days from the date of receipt answered. If a complaint is a foreseeable longer processing time, answered by the operator within the period of 14 days with a notice of receipt and an indication if 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 resolved by mutual agreement, the consumer should turn to Foundation Webwinkelkeur (www.webwinkelkeur.nl) it will mediate free. If there is not yet a solution be reached, the consumer has the possibility to deal with his complaint Foundation Dispute Online, the award of this is binding and both entrepreneurs and consumers agree with this binding decision. To the submission of a dispute to the arbitration board are costs that must be paid by the consumer to the relevant committee.
6. A complaint does not suspend the obligations of the employer, unless the operator specifies otherwise in writing.
7. If a complaint is accepted by the entrepreneur, the entrepreneur at its option or the products will be replaced or repaired free of charge.

Article 15 - Disputes

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

Article 16 - Additional or different terms

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

Sambruja