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# TERMS & CONDITIONS

- WEB SHOP -



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## Terms & Conditions

The user of a product will determine whether the product is suitable for his or her use and assumes all responsibility with regard to the possible dangers of using this product. This applies to all products sold or supplied by "Josien Brands Design".

The user of a product must fully read any instructions for use and follow the instructions of the manufacturer. In the absence of instructions, the customer is expected to deal with the product with common sense. "Josien Brands Design" cannot and will not accept claims for injury, damage or loss of products, accessories, parts and materials that may occur when using a product sold by "Josien Brands Design".

## 1 – Definitions

In these conditions:

1. Entrepreneur:

The natural legal entity that offers products and / or services to consumers at a distance;

2. Consumer:

The natural person who does not act in the exercise of a profession or business and enters into a distance contract with the entrepreneur;

3. Distance contract:

An agreement whereby, within the framework of a system organized by the entrepreneur for the distance selling of products and / or services, up to and including the conclusion of the agreement, use is made of one or more techniques for distance communication;

4. Technique for distance communication:

Means that can be used for concluding an agreement, without the consumer and trader being in the same place at the same time;

5. Reflection time:

The period within which the consumer can make use of his right of withdrawal;

6. Right of withdrawal:

The possibility for the consumer to refrain from the distance contract within the cooling-off period;

7. Day:

Calendar day;

8. Duration transaction:

A distance contract relating to a series of products and / or services, the supply and / or purchase obligation of which is spread over time;

9. Durable data carrier:

Any means that enables the consumer or trader to store information that is addressed to him personally in a way that makes future consultation and unaltered reproduction of the stored information possible.

## 2 – Identity of the entrepreneur

Josien Brands

“Josien Brands Design”

De Eendrachtswerf 29

5247MJ Rosmalen

Netherlands

+31 628184667

[info@josienbrandsdesign.nl](mailto:info@josienbrandsdesign.nl)

KvK-nummer: 70953074

Tax identification number: NL158875229B01

## 3 – Applicability

1. These general terms and conditions apply to every offer made by the entrepreneur and to every distance contract that has been established between the entrepreneur and the consumer regarding products sold via the web shop at [www.josienbrandsdesign.nl](http://www.josienbrandsdesign.nl).

For work on assignment and other agreements, the General Terms and Conditions formulated for this purpose apply.

2. Before the distance contract is agreed upon, the text of these general terms and conditions will be made available to the consumer.

3. If the distance contract is agreed upon electronically, by way of deviation from the previous paragraph and before the distance contract is agreed upon, the text of these general terms and conditions can be made available electronically to the consumer in

such a way that the consumers can be easily stored on a durable medium.

4. A purchase agreement can only be concluded if the consumer accepts these general terms and conditions.

"Josien Brands Design" is entitled to change these general conditions at any time at its own discretion.

## 4 – The offer

1. If an offer is of limited duration or subject to conditions, this will be explicitly stated in the offer.

2. The offer contains as complete and accurate a description as possible of the products offered. The description is sufficiently detailed to allow a proper assessment of the offer by the consumer. If the entrepreneur uses images, these are as true as possible a representation of the products offered. The consumer cannot derive any rights from this representation.

3. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to the acceptance of the offer. This concerns in particular:

- the price including taxes;
- the possible costs of delivery;
- the manner in which the agreement will be concluded and which actions are necessary for this;
- whether or not the right of withdrawal applies;
- the method of payment, delivery or execution of the agreement;
- the period for accepting the offer, or the period for adhering to the price;
- the level of the tariff for distance communication if the costs of using the technique for distance communication are calculated on a basis other than the basic rate;
- if the agreement is archived after the conclusion, how it can be consulted for the consumer;
- the manner in which the consumer can get informed of the actions he does not wish to take before concluding the contract, as well as the way in which he can rectify these before the contract is concluded;
- the languages in which, in addition to English, the contract can be concluded;
- the codes of conduct to which the trader is subject and the way in which the consumer can consult these codes of conduct electronically; and
- the minimum duration of the distance contract in the event of an agreement that extends to the continuous or periodic delivery of products or services.

4. All offers from "Josien Brands Design" are an invitation without obligation to order a product of your choice.

## 5 – The Agreement

1. Subject to the provisions of paragraph 4, the agreement is concluded at the moment of acceptance by the consumer of the offer and the fulfillment of the corresponding conditions.
2. If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm electronically the receipt of the acceptance of the offer. As long as the receipt of this acceptance has not been confirmed, the consumer can dissolve the agreement.
3. If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to secure the electronic transfer of data and he will ensure a secure web environment. If the consumer can pay electronically, the entrepreneur will observe appropriate security measures.
4. The entrepreneur can - within legal frameworks - inform whether the consumer can meet his payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the distance contract. If the entrepreneur based on this investigation has good reasons not to enter into the agreement, he is entitled to refuse an order or request, or to attach special conditions to the execution.
5. The entrepreneur will send the consumer 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:
  - a) the possibilities where the consumer can go with complaints;
  - b) the conditions under which and the manner in which the consumer can exercise the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
  - c) the information about existing service after purchase and guarantees;
  - d) the information included in article 4 paragraph 3 of these conditions, unless the entrepreneur has already provided this information 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. If the entrepreneur has committed himself to delivering a series of products, the provision in the previous paragraph only applies to the first delivery.
7. The agreement consists of two parts.
  - Supply agreement
  - Transport agreement

No rights can be derived from prior agreements, both oral and written.

## 6 – Right of withdrawal upon delivery of products

1. When purchasing products, the consumer has the option to terminate the contract without giving reasons for 7 days. This period commences on the day of receipt of the product by or on behalf of the consumer.
2. If a contract is revoked, the delivery must be returned under the following conditions:
  - a) Packaging should be unopened and undamaged, and the product unused.
  - b) The consumer must register a return by using the change or cancellation option on the website.
  - c) Costs for returning a delivery are always for the consumer. COD shipments to "Josien Brands Design" are in no way accepted.
  - d) Once the returned delivery is received and accepted by "Josien Brands Design", the purchase price of the purchased items is refunded as soon as possible but no later than 14 days, by means of a transfer to the bank or account number with which the order was originally paid . The shipping costs for sending the delivery by "Josien Brands Design" to the consumer will not be refunded.

In the event that the returned delivery or its packaging has suffered damage, "Josien Brands Design" reserves the right to deduct the associated costs from the amount to be refunded to the consumer, but not without informing the buyer in advance.

## 7 – Exclusion of right of withdrawal

1. If the consumer does not have a right of withdrawal, this can only be excluded by the entrepreneur if the entrepreneur has clearly stated this in the offer, at least in time for the conclusion of the contract.
2. Exclusion of the right of withdrawal is only possible for products:
  - a) which have been created by the entrepreneur in accordance with the consumer's specifications;
  - b) that are clearly personal in nature;
  - c) which by their nature cannot be returned;
  - d) that can spoil or age quickly;
  - e) the price of which is subject to fluctuations in the financial market on which the entrepreneur has no influence;
3. Exclusion of the right of withdrawal is only possible for services whose delivery with the explicit consent of the consumer has started before the reflection period has expired;

## 8 – Price

1. All prices as mentioned with the products in the web shop are in euros and include the applicable VAT rate.
2. All (possible) other contributions are clearly stated in Euros in the web shop. Shipment costs depend on the size and weight of the total order. This is mentioned on the order overview. If insufficient shipping costs are charged by the system, "Josien Brands Design" may decide to modify or cancel the order and you will be informed accordingly.

## 9 – Conformity and Warranty

1. If a product is unexpectedly damaged on delivery and has a defect then this should be made known to [info@josienbrandsdesign.nl](mailto:info@josienbrandsdesign.nl) at the latest within 24 hours after delivery. The consumer can request "Josien Brands Design":
  - a) To take the product back with a refund of the purchase price excluding the contribution for sending.
  - b) Replace the product with a new one when returning the product to be replaced.
  - c) Take the product back and offer an alternative.

Costs of return are always for the consumer, unless prior to the return shipment in writing by "Josien Brands Design" and the consumer is agreed otherwise.

2. The consumer has a guarantee on all new products according to the warranty conditions of the manufacturer of the product. These conditions can be found on the website of the relevant manufacturer.
3. The guarantee of the product lapses automatically if the consumer tries on his own initiative to repair the product or third parties use it, or if the product becomes defective due to improper use.

## 10 – Delivery and execution

1. The delivery dates stated by "Josien Brands Design" take effect on the day of the conclusion of the agreement, under the conditions that all data relating to the delivery are fully known. The delivery dates stated by "Josien Brands Design" will never be regarded as a deadline, unless otherwise expressly agreed in the individual agreement.
2. The place of delivery is the address that the consumer has made known to the entrepreneur.
3. Delivery of an order takes place in one delivery. If delivery takes place in more parts at the request of the consumer, "Josien Brands Design" is entitled to charge the associated costs to the consumer. If partial delivery takes place at the request of "Josien Brands Design", the associated costs will not be passed on to the consumer.

4. If the delivery is delayed, or if an order cannot or only partially be executed, the consumer will receive notification no later than one month after placing the order. In that case, the consumer has the right to terminate the contract without any costs.
5. In case of dissolution in accordance with the previous paragraph, the entrepreneur will refund the amount that the consumer has paid as soon as possible but no later than 14 days after termination.
6. If delivery of an ordered product proves to be impossible, the entrepreneur will endeavor to make a replacement article available. At the latest at the time of delivery, it will be stated in a clear and comprehensible manner that a replacement item will be delivered. For replacement items right of withdrawal cannot be excluded.
7. The risk of damage and / or loss of products rests until the moment of delivery to the consumer at the entrepreneur, unless expressly agreed otherwise.
8. The product remains the property of "Josien Brands Design" until the moment that the product has been transferred to the right consumer and full payment has been made.
9. "Josien Brands Design" is not obliged to pay compensation in any form whatsoever to the consumer and / or third parties. "Josien Brands Design" is not liable for consequential or company loss, indirect damage and loss of profit or turnover.

## 11 – Payment

1. Unless otherwise agreed, the amounts due by the consumer for delivery must be paid. Deliveries are only sent once the payment is completed.
2. The consumer has the duty to report inaccuracies in provided or stated payment details to the entrepreneur without delay.
3. Payment must only be made in Euros.
4. For business customers, payment terms apply as stated in the invoice.

## 12 – Complaints regulation

1. The entrepreneur has a well-publicized complaints procedure and handles the complaint in accordance with this complaints procedure.
2. Complaints about the execution of the agreement must be submitted to the entrepreneur within a reasonable time, fully and clearly described, after the consumer has discovered the defects.
3. Complaints submitted to the entrepreneur will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the entrepreneur will respond within the period of 14 days with a notice of receipt and an indication when the consumer can expect a more detailed answer.
4. If a dispute between the consumer and "Josien Brands Design" cannot be settled by the parties concerned, the parties may engage a mediating party at their own expense, provided that the nature of the dispute is admissible.

## 13 Intellectual property

The consumer explicitly acknowledges that all intellectual property rights of displayed products, information, announcements, or other expressions relating to the products and / or relating to the website belong to "Josien Brands Design", its suppliers or other entitled parties.

## 14 Personal data

"Josien Brands Design" will only process the data of the consumer in accordance with its privacy policy. "Josien Brands Design" respects the applicable privacy rules and legislation.

## 15 Applicable law and competent court

Exclusively Dutch law applies to all offers of "Josien Brands Design", its agreements and the execution thereof. Applicability of the Vienna Sales Convention is explicitly excluded.

## 16 Links

The site of "Josien Brands Design" may contain advertisements from third parties or links to other sites. "Josien Brands Design" has no influence on the privacy policy of these third parties or their sites and is not responsible for this.

## 17 Your rights

You can always ask "Josien Brands Design" which data is processed about you. For this purpose you can send an e-mail to [info@josienbrandsdesign.nl](mailto:info@josienbrandsdesign.nl). You can also e-mail "Josien Brands Design" to make any questions, improvements, additions or other corrections that "Josien Brands Design" will process as soon as possible. If you no longer wish to receive information, you can inform "Josien Brands Design". Sending of information only happens if you have provided your e-mail address.



## 18 – Additional or deviating provisions

Additional provisions or deviations from these general terms and conditions may not be to the detriment of the consumer and must 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.