

Terms and Conditions WoPeeH-webshop

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Article 1 - Definitions

In these Terms and Conditions, the following terms shall have the following meanings:

- Legislation: jurisdiction of the Dutch courts.
- Entrepreneur: the natural of legal person who provides products, (access to) digital content and or services to Consumers at a distance;
- Consumer: the natural person who does not act for purposes related to his/her commercial, trade, craft or professional activities;
- Distance Agreement: an agreement in which the Consumer acquires products, digital content and/or services from the Entrepreneur, via an online system organized for concluding such an agreement;
- Technology for distance communication: a means to be used for concluding an agreement without the Consumer and the Entrepreneur being together in the same place at the same time.
- Reflection period: the period during which the Consumer may use his right of withdrawal;
- Right of withdrawal: the Consumer's option not to proceed with the distance agreement within the cooling-off period;
- Day: calendar day;
- Sustainable data carrier: any means, including email, that allow the Consumer or the Entrepreneur to store information directed to him/her personally in such a manner that makes future consultation and use possible during a period that matches the purpose for which the information is destined and which makes unaltered reproduction of the stored information possible.

Article 2 - Identity of the entrepreneur

Company: WoPeeH-webshop is part of 2B-OK
Entrepreneur: A.M. van Senus
Visiting address: Not applicable.
Phone: (+31) 681363663 (monday-fryday 9.00u - 16.00u)
Email address: wopeeh.shop@wopeeh.nl
Chamber of Commerce number: 52430650
VAT (BTW) identification number: NL177925188B01

Article 3 - Applicability

1. These General Terms and Conditions apply to any offer from the WoPeeH-webshop and to any distance contract concluded by the Entrepreneur and the Consumer.
2. Dutch legislation is applicable on any agreement between Entrepreneur and Consumer of WoPeeH webshop.
3. The Entrepreneur shall make these General Terms and Conditions available free of charge and as soon as possible. If this is reasonably impossible, the Entrepreneur shall indicate in what way the General Terms and conditions can be inspected and/or that they will be sent free of charge if so requested, before the distant contract is concluded.
4. If the distance contract is concluded electronically, the text of these General Terms and Conditions, in deviation from the previous section and before the distance contract is concluded, may also be supplied to the Consumer electronically in such a way that the Consumer can easily store it on a long- term data carrier. If this is reasonably impossible, it will be specified where the General Terms and Conditions can be viewed electronically and that they will be sent to at the Consumer's request free of charge, either via electronic means or otherwise, before concluding the distance contract.

Article 4 - The offer

1. If an offer is of limited duration or if certain conditions apply, it shall be explicitly stated in the offer.
2. The offer contains a full and accurate description of the products, digital content and/or services offered. The description is suitably detailed to enable the Consumer to assess the products, or services and/or digital content adequately. If the Entrepreneur makes use of pictures, they are truthful images of the products and/or services provided. Obvious errors or mistakes in the offer do not bind the Entrepreneur.
3. All offers contain such information that it is clear to the Consumer what rights and obligations are attached to accepting the offer.
In detail:
 - The way in which the contract shall be concluded and what actions are needed for this;
 - The price including all taxes of the product
 - The delivery costs;
 - The way of payment,
 - The way of delivery or implementation of the distance contract;

Article 5 - The agreement

1. Subject to the provisions in paragraph 4, the contract becomes valid when the Consumer has accepted the offer and fulfilled the terms and conditions set.
2. If the Consumer accepted the offer via electronic means, the Entrepreneur shall promptly confirm receipt of having accepted the offer via electronic means. As long as the receipt of said acceptance has not been confirmed, the Consumer may repudiate the contract.
3. The Consumer is held to notify the WoPeeH-webshop promptly, as soon as possible about any errors in payment or address information.
4. If the contract is concluded electronically, the Entrepreneur will take appropriate technical and organisational security measures for the electronic data transfer and ensure a safe web environment. If the Consumer can pay electronically, the Entrepreneur shall observe appropriate security measures.
5. Before delivering the product, the Entrepreneur shall send the following information along with the contract in writing or in such manner that the Consumer can store it in an accessible manner on a long-term data carrier:
 - a) the contact address of the Entrepreneur where the Consumer may get into contact with any complaints;
 - b) the conditions on which and the manner in which the Consumer may exercise the right of withdrawal, or, as the case may be, clear information about his being exempted from the right of withdrawal;
 - c) the information corresponding to existing after-sales services and guarantees; d) the information that has been set out in Article 4 sub-3 of these Terms;

Article 6 - The price

1. The prices of the products and/or services provided shall not be raised during the validity period given in the offer, subject to changes in price due to changes in VAT rates.
2. All prices indicated in the provision of products or services are including VAT.
3. Shipping costs are not included in Prices unless this is explicitly indicated.

Article 7 - Payment

1. The Consumer shall pay the total amount as indicated in the agreement as soon as possible after accepting the offer to the bank account of the Entrepreneur as indicated in the agreement.
2. If payment did not take place in accordance with sub-1 the amounts to be paid by the Consumer must be settled within 14 days after concluding the agreement.
3. After repudiation in conformity with Article 9 and Article 10, the Entrepreneur shall return the payment made by the Consumer promptly but at least within 30 days after repudiation.

Article 8 - Delivery and execution

1. The Entrepreneur shall exercise the best possible care when booking orders and executing product orders and when assessing requests for the provision of services.
2. Consumers can not claim the execution of the agreement, shipping, or delivery of products until payment has been received in conformity with Article 7.
3. The place of delivery is at the delivery address given by the Consumer to the WoPeeH-webshop.
4. With due observance of the stipulations in Article 4 and sub-2 of this article, the Entrepreneur shall execute accepted orders with convenient speed but at least within 15 days, unless another delivery period was agreed on.
5. If the delivery has been delayed, or if an order cannot be filled or can be filled only partially, the Consumer shall be informed about this within one month after ordering. In such cases, the Consumer is entitled to repudiate the contract free of charge.
6. The risk of loss and/or damage to products will be borne by the Entrepreneur until the time of delivery to the Consumer or a representative appointed in advance and made known to the Consumer, unless explicitly agreed otherwise.

Article 9 - Compliance and Guarantee of the Performance of an agreement

1. Whilst we try and ensure that all details, descriptions and prices which appear on this Website are accurate, errors may occur. We therefore reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice. We reserve the right to refuse to fill any orders that you may place based on information that has obvious errors or inaccuracies, including, without limitation, errors, inaccuracies or out-of-date information regarding pricing, shipping, payment terms, or return policies.
2. The Entrepreneur guarantees that, subject to sub-1, the products and/or services comply with the contract, with the specifications listed in the offer, with reasonable requirements of usability and/or reliability and with the existing statutory provisions and/or government regulations on the day the contract was concluded.
3. The Entrepreneur guarantees that the products and/or services comply with the contract, with the specifications listed in the offer, with reasonable requirements of usability and/or reliability and with the existing statutory provisions and/or government regulations on the day the contract was concluded.
4. An extra guarantee offered by the Entrepreneur, his Supplier, Manufacturer or Importer shall never affect the rights and claims the Consumer may exercise against the Entrepreneur about a failure in the fulfilment of the Entrepreneur's obligations if the Entrepreneur has failed in the fulfilment of his part of the agreement.

Article 10 - Right of Withdrawal

1. **NB!** Due to Hygiene it is not possible to exercise the right of withdrawal of a contract for WoPeeH products as is set out in Article 11a and Article 11b.
2. In case of manufacturing errors the consumer can withdraw the agreement and will receive a full refund of the purchase. Please contact the WoPeeH-webshop as soon as possible.
3. In case the Consumer can prove the WoPeeH-webshop does not perform in compliance with Article 9 the consumer can withdraw the contract.
4. The Consumer shall return the product with all delivered accessories and if reasonably possible in the original state and packing and in conformity with reasonable and clear instructions given by the Entrepreneur.
5. In case the Consumer confirms an agreement by mistake, this order can be withdrawn before the order is shipped. Please contact the WoPeeH-webshop as soon as possible.
6. For reasons of legislation we offer a standard form for returns to download here:
www.wopee.nl/Webshop/pub/return.pdf

Article 11 - Exclusion of the right of withdrawal

Only if the Entrepreneur notified this clearly when making the offer or at any rate in good time before concluding the agreement the Entrepreneur can exclude the following products and services from the right of withdrawal:

- a) Products which are for hygiene reasons not suitable for being returned;
- b) Sealed products which are for health or hygiene reasons not suitable for being returned and of which the seal was broken;
- c) Products manufactured in accordance with the Consumer's specifications which are not prefabricated and which are produced on the basis of a Consumer's individual choice or decision or which are intended for a specific person.

Article 12 - Costs of withdrawal

1. The Entrepreneur shall reimburse all payments made by the Consumer, including any delivery costs that the Consumer may charge for the returned product, as soon as possible but within 14 days following the day on which the entrepreneur received the product(s) back or until the Consumer proved that he returned the product, whichever occurs first.
2. The Entrepreneur shall make use of the same means of payment that the Consumer used. The reimbursement is free of charge for the Consumer.
3. If the Consumer opted for a more expensive method of delivery instead of the cheapest standard delivery, or opted for a delivery method not approved by the Entrepreneur, the Entrepreneur need not reimburse the additional costs for the more expensive method.

Article 13 - Legal responsibility

The WoPeeH-webshop, nor the Manufacturer can be hold responsible for any damage that may occur if WoPeeH products are not used correctly, or in individual cases, if WoPeeH products do not perform as well as expected.

Article 14 - Complaints

1. Complaints about the performance of the contract shall be submitted fully and clearly described to the WoPeeH-webshop within 7 days after the Consumer discovered the defects.
2. The complaints submitted to the Entrepreneur shall be replied within a period of 14 days after the date of receipt. Should a complaint require a foreseeable longer time for handling, the Entrepreneur shall respond within 14 days with a notice of receipt and an indication when the Consumer can expect a more detailed reply.
3. In the event of any dispute or claim associated with these terms and conditions, that dispute or claim shall be subject to the exclusive jurisdiction of the Dutch courts.