

Terms and conditions webshop

Introduction

These are our General Terms and Conditions. These General Terms and Conditions always apply when you use our Website or place an order through our Website, and they contain important information for you as a buyer. Please read them carefully. We also recommend that you save or print these General Terms and Conditions so that you can consult them at a later time.

Article 1. Definitions

- 1.1. **Webwinkel Y B.V.:** based in Alkmaar and registered with the Chamber of Commerce under file number 12312312, trading as Webwinkel Y B.V..
- 1.2. **Website:** the Website of Webwinkel Y B.V., to be found on www.webwinkel.nl and all of its subdomains.
- 1.3. **Customer:** the natural person or corporation who enters into an agreement with Webwinkel Y B.V. and/or is registered on the Website.
- 1.4. **Agreement:** any arrangement or agreement between Webwinkel Y B.V. and Customer of which the General Terms and Conditions are an integral part.
- 1.5. **General Terms and Conditions:** these General Terms and Conditions.

Article 2. Applicability of the General Terms and Conditions

- 2.1. The General Terms and Conditions apply to all offers, agreements and deliveries of Webwinkel Y B.V., unless explicitly agreed otherwise in writing.
- 2.2. If Customer in his order, confirmation or any other communication alleging acceptance of the General Terms and Conditions includes any provisions that differ from, or are not included in the General Terms and Conditions, such provisions will only be binding upon Webwinkel Y B.V. if and in so far as Webwinkel Y B.V. has accepted them in writing.
- 2.3. In cases where specific product or service-related terms and conditions apply in addition to these general terms and conditions, Customer can always invoke the applicable condition that is most favorable to him in the event of incompatible general terms and conditions.

Article 3. Prices and information

- 3.1. All prices posted on the Website and in other materials originating from Webwinkel Y B.V. include taxes and other levies imposed by the government, unless stated otherwise on the website.
There are no separate shipping costs.
- 3.2. The content of the Website is composed with the greatest care. Webwinkel Y B.V. cannot, however, guarantee that all information on the Website is correct and complete at all times. All prices and other information posted on the Website and in other materials originating from Webwinkel Y B.V. are subject to obvious programming and typing errors.
- 3.3. Webwinkel Y B.V. cannot be held responsible for deviations in colour that result from the quality of the colours displayed on the screen.

that case, Consumer will have the right to terminate the Agreement without incurring any costs and to return the product free of charge.

Article 7. Right of withdrawal/return

7.1. This article only applies if Consumer is a natural person who is not acting in his or her professional or commercial capacity. Business Consumers therefore have no right of withdrawal.

7.2. Consumer will have the right to dissolve the distance Agreement with Webwinkel Y B.V. within 14 days after receiving the product, free of charge and without stating reasons.

7.3. The term commences on the day after the product was received by the consumer, or a third party designated by the consumer, who is not the transporting party, or:

- if the delivery of a product involves different deliveries or parts: the day on which Consumer, or a third party designated by Consumer, received the last delivery or the last part;
- with contracts for the regular delivery of products during a given period: the day on which Consumer, or a third party designated by Consumer, received the last product;
- if Consumer has ordered several products: the day on which Consumer, or a third party designated by Consumer, received the last product.

7.4. Webwinkel Y B.V. bears the costs of returning the product, which means that Consumer can return the product free of charge. Any shipping costs paid by Consumer and the purchase price paid for the product will be refunded to Consumer if the entire order is returned.

7.5. During the withdrawal period referred to in paragraph 1, Consumer will treat the product and its packaging with the utmost care. Consumer may not open the packaging or use the product unless this is necessary in order to determine the nature of the products, their features and their operation.

7.6. Consumer is only liable for the product's devaluation that is a consequence of his handling the product other than as permitted.

7.7. Consumer can terminate the Agreement in accordance with paragraph 1 of this article by reporting the withdrawal (digital or in other form) to Webwinkel Y B.V., within the withdrawal period, by means of the model form for right of withdrawal or in some other unequivocal way. If Webwinkel Y B.V. makes it possible for Consumer to declare withdrawal via electronic/digital means, then after receiving such a declaration, Webwinkel Y B.V. sends immediate confirmation of receipt.

7.8. As quickly as possible, but no later than 14 days after the day of reporting as referred to in paragraph 1, Consumer shall return the product, or hand it over to (a representative of) Webwinkel Y B.V.. Consumer can send the product directly to Webwinkel Y B.V. without a notice of withdrawal in advance within the period as mentioned in paragraph 1. Consumer must, in this case, include a written notice of withdrawal, such as the model form.

Products can be returned to the following address:

be repaired, replaced or refunded in consultation with Consumer. The maximum amount of compensation is, having regard to the Article on liability, equal to the price paid by Consumer for the product.

Article 10. Complaints handling procedure

10.1. If Customer has any grievances in connection with a product (in accordance with the article on warranties and conformity) and/or about other aspects of Webwinkel Y B.V.'s service, it can submit a complaint by telephone, by email or by post. See the contact details at the bottom of the General Terms and Conditions.

10.2. Webwinkel Y B.V. will respond to the complaint as soon as possible, and in any case within 12 days after having received it. If it is not yet possible for Webwinkel Y B.V. to formulate a substantive reaction to the complaint by that time, Webwinkel Y B.V. will confirm receipt of the complaint within 12 days after having received it and give an indication of the term within which it expects to be able to give a substantive or definitive reaction to Customer's complaint.

10.3. If Customer is a natural person who is not acting in his or her professional or commercial capacity, it can file a complaint through the European Online Dispute Resolution platform, available at: <http://ec.europa.eu/odr/>.

Article 11. Personal details

11.1. Webwinkel Y B.V. will process the Consumer's personal details in accordance with the privacy statement published on the website.

Article 12. Final provisions

12.1. This agreement is governed by the law of the country of establishment of the webshop.

12.2. Insofar as not dictated otherwise by mandatory law, any disputes ensuing from the Agreement will be submitted to the competent Dutch court in the district where Webwinkel Y B.V. has its registered office.

12.3. If any provision set out in these General Terms and Conditions should prove to be void, this will not affect the validity of the General Terms and Conditions as a whole. In that case, the Parties will lay down one or more new provisions in replacement which will reflect the original provision as much as is possible under the law.

12.4. The term 'written' in these General Terms and Conditions also refers to communication by email and fax, provided that the sender's identity and the integrity of the email message have been sufficiently established.

Contact details

Should you have any questions, complaints or comments after reading these General Terms and Conditions, please contact us by email or letter.

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