

General Terms and Conditions of Artipoppe B.V.



artipoppe

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Article 1 – Definitions

The following definitions apply in these terms and conditions:

1. Cooling-off period: the period within which the consumer is allowed to make use of his/her right of withdrawal;
2. Consumer: the natural person not acting in the course of a profession or business and who enters into a distance contract with the Company;
3. Day: calendar day;
4. Durable data carrier: any means that enables the Consumer or Company to store information that is addressed to him/her in person, in a way that permits future consultation and unaltered reproduction of the stored information;
5. Right of withdrawal: the possibility for the Consumer to withdraw from the distance contract within the cooling-off period;
6. Company: Artipoppe B.V., as identified in article 2.
7. Distance contract: an agreement whereby exclusive use is made of one or more distance communication techniques in the context of a system organized by the Company for distance selling of products and/or services up to and including the conclusion of the agreement.
8. Distance communication technique: a means that can be used for concluding an agreement without the Consumer and the Company being in the same room at the same time.
9. Website: www.artipoppe.com and www.shop.artipoppe.com

Article 2 – Identity of the Company

Artipoppe B.V., established at Nieuwe Rijksweg 66C, 4128 BN

Lexmond, The Netherlands

E-mail address: info@artipoppe.com

Chamber of Commerce registration number: 57904758

VAT identification number: NL852786864B01

Article 3 – Applicability

1. These general terms and conditions apply to the presentation of products on the Website by the Company and to every distance – also future – contract concluded between the Company and the Consumer.

2. Prior to the conclusion of the distance contract, the text of these general terms and conditions will be made available to the Consumer. If this is not reasonably possible, the Company will indicate, before the distance contract is concluded, that the general terms and conditions are available for inspection at the Company's premises and that they will be sent free of charge to the Consumer, as soon as possible, at the Consumer's request.

3. If the distance contract is concluded electronically, then, contrary to the previous paragraph, and before the distance contract is concluded, the text of these general terms and conditions will be made available to the Consumer electronically, in such a way that the Consumer can easily store them on a durable data carrier. If this is not reasonably possible, then, before concluding the distance contract, the Company will indicate where the general terms and conditions can be inspected electronically and that they will be sent to the Consumer at his/her request, free of charge, either electronically or otherwise.

Article 4 – The presentation of products

1. The presentation of products on the Website contains an accurate description of the presented products. The description is sufficiently detailed to enable the Consumer to make a proper assessment of the presented product. If the Company makes use of images, these will be a true representation of the presented products. The Company is not bound by obvious errors or mistakes in the presentation of products or other errors or mistakes on the Website.

2. The Website will contain such information that makes it clear to the Consumer what rights and obligations are involved in placing an order. This includes, in particular:

- the price, that for customers within the EU will include VAT;
- costs of delivery, if applicable;
- the way in which the contract will be concluded and which actions this will require;
- whether or not the right of withdrawal applies;
- the method of payment, delivery and implementation of the contract;
- whether the contract is filed subsequent to its conclusion, and, if so, how this can be accessed
- by the Consumer;
- the way in which the Consumer can check the information he/she has provided in the context of the contract as well as the way he/she can rectify this information, before the contract is concluded;

Article 5 – The contract

1. The presentation of products on the Website does not constitute any offer by the Company for a purchase contract.
2. By submitting the order form provided on the Website the Consumer is placing a binding offer for a purchase contract with the Company. The Consumer submits an offer by entering all required information during the ordering process and posting the order form to the Company by selecting a payment method and completing the selected payment process. Before the Consumer submits his/her offer he/she will be able to view the details input by him/her and correct any mistakes in the information provided.
3. On receipt of Consumer's order (electronically) the Company will send the Consumer an e-mail confirming receipt of the order and stating the details of the order (order confirmation). The order confirmation does not constitute a declaration of acceptance of the Consumer's contractual offer but serves for information purposes only.
4. A purchase contract between the Consumer and the Company will become effective only after the Company has accepted the offer by dispatching the goods ordered. If payment in advance was chosen as payment option, the goods will be dispatched only after the full amount has been credited to the Company's account.
5. The Company has the right to refuse any offer or to bind its implementation to special conditions, without stating a reason.
6. In the event of force majeure, each of the parties will be entitled to dissolve the contract wholly – if the force majeure is substantial enough – or partially, for the part to which the force majeure relates. In the last case, the parties undertake to perform the part of the contract that is not dissolved. If dissolution takes place on the basis of this paragraph, neither of the parties will be bound to pay damages to the other party in respect of the dissolved part of the contract.

Article 6 – Right of withdrawal

1. When products are purchased, the Consumer can terminate the contract, without statement of reasons, within 14 days of the purchase. This cooling-off period starts on the first day after receipt of the product by the Consumer or a representative previously designated by the Consumer and announced to the Company.

2. During the cooling-off period, the Consumer will treat the product and its packaging with the utmost care. The Consumer may not open the packaging or use the product unless this is necessary in order to determine the nature of the products. It is explicitly not allowed to wrap or wear a child in the products. If he/she wishes to exercise his/her right of withdrawal, he/she will return the product and all materials supplied with it, if reasonably possible, in its original state and packaging to the Company, in accordance with the reasonable and clear instructions of the Company.

3. The Consumer can dissolve the distance contract in accordance with paragraph 1 of this article by reporting the withdrawal (digital or in other form) to the Company, within the cooling-off period. As quickly as possible, but no later than 14 days after the day of reporting as just referred to, the Consumer shall return the product, or hand it over to (a representative of) the Company. The Consumer can send the product directly to the Company without a notice of withdrawal in advance within the period as mentioned in paragraph 1. The Consumer must in this case, include a written notice of withdrawal. Products can be returned to the following address:

Artipoppe B.V.

Nieuwe Rijksweg 66C

4128 BN Lexmond

The Netherlands

4. Only the direct costs incurred for the return shipment are for the Consumer's account. This means that the Consumer will have to pay the costs of returning the product. Any shipping costs paid by the Consumer and the purchase price paid for the product will be refunded to the Consumer if the entire order is returned.

5. The Consumer is only liable for the product's devaluation that is a consequence of his handling the product other than as permitted in paragraph 2.

6. Any amounts already paid by the Consumer (in advance) will be refunded to the Consumer as soon as possible, and in any case within 14 days after dissolution of the contract. If the Consumer chose an expensive method of delivery in preference to the cheapest standard delivery, the Company does not have to refund the additional costs of the more expensive method. Except in cases in which the Company has offered to retrieve the product themselves, he can postpone refunding until he has received the product or until the Consumer proves he has returned the product, depending on which occurs earlier.

7. The right of withdrawal does not apply to products that the Company has created in accordance with the Consumer's specifications;

Article 7 – The price

1. Prices for products or services, for customers within the EU will include VAT;
2. The prices of the products and/or services being presented can be increased, for example if there are price changes resulting from changes to Dutch VAT rates.
3. If shipping costs are charged, these will be clearly stated in good time before the contract is concluded. These costs will be displayed separately in the ordering process.

Article 8 – Conformity and Guarantee

1. The Company guarantees that the products and/or services comply with the contract, the specifications stated in the order confirmation, the reasonable requirements of reliability and/or usability and the statutory provisions and/or Dutch government regulations that exist on the date on which the contract is concluded.

2. A guarantee provided by the Company, manufacturer or importer does not affect the legal rights and claims that the Consumer can assert against the Company under the contract.

3. If the delivered product fails to satisfy the contract, the Consumer can notify the Company accordingly within a reasonable period of time after discovering the defect.

4. If the Company deems the complaint to be well-founded, the products concerned will be repaired or refunded in consultation with the Consumer. The refund cannot exceed the price paid for the product by the Consumer to the Company. This article will not preclude the Client's right to claim damages, if applicable.

Article 9 – Delivery and execution

1. The Company will take the greatest possible care in taking receipt of and executing orders for products.
2. The delivery address is the address that the Consumer has provided to the company.
3. With due observance of the provisions set out in Article 4 of these general terms and conditions, the Company will execute accepted orders expeditiously but within 30 days unless a longer period of delivery has been agreed. If the delivery is delayed, or if an order cannot be executed, or only partially, the Consumer will be informed about this no later than 30 days after the order was placed. In this case, the Consumer has a right to terminate the contract at no charge.
4. In the case of termination in accordance with the previous paragraph, the Company will refund the Consumer the amount paid as soon as possible, but no later than 30 days after termination.
5. If it is not possible to deliver an ordered product, the Company will endeavour to provide a replacement product. The fact that a replacement product is being provided will be stated in a clear and comprehensible manner, at the latest upon delivery. The right of withdrawal cannot be excluded in the case of replacement products. The costs of any return shipment are for the account of the Company.
6. Unless expressly agreed otherwise, the risk of damage to and/or loss of products is borne by the Company until the moment of delivery to the Consumer or a representative previously designated by the Consumer and announced to the Company.
7. When services are carried out to products that are provided to the Company by the Consumer, the risk of damage to and/or loss of these materials during transportation is borne by the Company only for the value of the service that is carried out by the Company. The Company cannot be held liable for the damage or loss of materials that were property of the Consumer beforehand and that were sent to the Company to be serviced by the Company.

Article 10 – Payment

1. The Consumer shall pay the amounts due to the Company in accordance with the ordering procedure and any payment methods indicated on the website of the Company. The Company is free to offer any payment method of its choice and may change these methods at any time.

2. One of the payment methods is provided by Ratepay GmbH, Franklinstrasse 28-29, 10587 Berlin (hereinafter "Ratepay"). If an effective contract is concluded between the Company and the Consumer when using this payment method, the Company assigns the payment claim to Ratepay. If the Consumer has selected a Ratepay payment method, payments with debt discharging effect can only be made to Ratepay. Further details can be found in the Ratepay Terms of Payment and in the Ratepay Data Privacy Statement.

Article 11 – Liability

1. Before using the Company's products, the Consumer is obliged to take notice of the safety guidelines and user instructions that are provided by the Company. 2. The safety of the baby or child that is carried by using the Companies product(s) is at the sole responsibility of the Consumer.

3. The Company shall not be held liable for any direct, indirect, special, punitive, incidental, exemplary or consequential damages arising out of inaccurate use of the Company's products, including any use of the Company's products for purposes different from what the products are meant for.

4. Breach shall only exist if the goods should fail to meet the specifications given by the Company and accepted by the Consumer. If the Consumer wants to be certain that the goods are suitable for its intended use, it must inform the Company of this in detail prior to concluding the contract, and the suitability for that use – if the Consumer wishes this suitability to form part of the contract – must be agreed in writing.

5. Except in the event of intention or wilful recklessness, if it should be decided - on whatever basis - that the Company has to pay damages, the Company limits its liability – irrespective of the nature thereof – to a maximum of 100.000 Euro.

6. In this article, breach of contract also includes unlawful acts.

Article 12 – Complaints procedure

1. The Company has a sufficiently published complaints procedure and handles complaints in accordance with this procedure.
2. Complaints concerning the execution of the contract must be submitted to the Company with due speed, described in a complete and comprehensible manner, after the Consumer has discovered the defects.
3. A reply to complaints submitted to the Company will be provided within a period of 14 days, calculated from the date of receipt. If it is anticipated that a longer period will be required to process the complaint, the Company will reply within 14 days, confirming receipt and indicating when the Consumer can expect a more detailed response.
4. If the complaint cannot be resolved in joint consultation, this will result in a dispute that is subject to the dispute settlement scheme.

Article 13 – Disputes

1. Contracts concluded between the Company and the Consumer and which are subject to these general terms and conditions are exclusively governed by Dutch law.

2. Unless dictated otherwise by mandatory law, any disputes ensuing from the contract shall be submitted to the competent Dutch court in the district where the Company has its registered office or in any other court the Company chooses. The counterparty of the Company accepts the judgments of the Dutch courts or any other court chosen by the Company and will not object against any perfection proceedings in other territories to effect the thus rendered judgments against him or her.

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.

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.

Article 14 – Additional or varying provisions

Additional provisions or provisions varying from these general terms and conditions may not prejudice the interests of the Consumer and must be recorded in writing or in such a manner that the Consumer can store them on a durable data carrier in a retrievable manner.

Article 15 – Purchases via webshop for consumer's use only

All purchases from the Company's webshop are for consumer use only. It is prohibited for the purchaser to sell or rent the newly bought Artipoppe products in the Artipoppe webshop on a commercial basis to third parties. Commercial purchasers must conclude the purchases of Artipoppe products via Artipoppe's business department at the terms applying for businesses.