

# 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.webwinkelY.nl](http://www.webwinkelY.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 Provisions 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 his 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:

Webwinkel Y B.V.  
adres 929  
8767 IK, Alkmaar

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

7.10. Information about the applicability or non-applicability of a right of withdrawal and any required procedure will be posted clearly on the Website, well before the Agreement is concluded.

### **Article 8. Payment**

8.1. Customer shall pay the amounts due to Webwinkel Y B.V. in accordance with the ordering procedure and any payment methods indicated on the Website. Webwinkel Y B.V. is free to offer any payment method of its choice and may change these methods at any time. In cases of payment after delivery Customer will be given a term of payment of 14 days entering on the day after delivery.

8.2. If Customer does not complete his payment obligation, he will be indebted the legal interest over the belated payment. Webwinkel Y B.V. needs to remind Customer of the belated payment and Webwinkel Y B.V. has to give Customer a term of 14 days to complete the payment obligation. After failing this 14 days term Webwinkel Y B.V. is allowed to recover any extrajudicial debt collection costs on Customer. These debt collection costs are not higher than: 15% of the open payment with a maximum of € 2.500,-; 10% of the next € 2.500,- and 5% over the next € 5.000,- with a minimum of € 40,-. Webwinkel Y B.V. is allowed to deviate from the named amounts and percentages in the advantages of Customer.

### **Article 9. Warranty and conformity**

9.1. This article only applies if Consumer is a natural person who is not acting in his or her professional or commercial capacity. If Webwinkel Y B.V. gives a separate warranty on the products then, without prejudice to the aforesaid, this applies to all types of Consumers.

9.2. Webwinkel Y B.V. guarantees that the products are in conformity with the Agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or usability and with the existing statutory provisions and/or government regulations that are in force from the date of entering into the Agreement. If specifically agreed, Webwinkel Y B.V. also guarantees that the product is suitable for other than normal use.

9.3. If the delivered product is not in conformity with the Agreement, Consumer must inform Webwinkel Y B.V. within a reasonable period of time after he has discovered the defect.

9.4. If Webwinkel Y B.V. deems the complaint to be correct, the faulty product(s) will