

Terms and Conditions

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Article 1 - Definitions

In these conditions:

Cooling-off period: the period within which the consumer can make use of his right of withdrawal;

Consumer: the natural person who does not act in the exercise of profession or business and enters into a distance contract with High Design Holland;

Day: calendar day;

Long-term 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;

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.

Right of withdrawal: the possibility for the consumer to refrain from the distance contract within the cooling-off period;

Model form: the model withdrawal form that High Design Holland makes available that a consumer can fill in if he wishes to make use of his right of withdrawal.

Entrepreneur: the natural or legal person who offers products and / or services to consumers at a distance;

Distance contract: an agreement whereby, within the framework of a system organized by High Design Holland for distance selling of products and / or services, up to and including the conclusion of the agreement only one or more communication techniques are used. at a distance;

Technology for distance communication: means that can be used for concluding an agreement, without the consumer and trader being in the same room at the same time.

Terms and Conditions: the present General Terms and Conditions of High Design Holland.

Article 2 - Identity of High Design Holland

Name entrepreneur: High Design Holland

Business address: Bonairepier 14, 1339KH Almere

E-mail address: info@highdesignholland.nl

Chamber of Commerce number: 67680089

VAT identification number: NL190247903B02

Bank account number: NL54 INGB 000 7551468

Article 3 - Applicability

These general terms and conditions apply to every offer of High Design Holland and to every distance contract and orders between entrepreneur and consumer.

Before the distance contract is concluded, the text of these general terms and conditions will be made available to the consumer. If this is not reasonably possible, it will be indicated before the conclusion of the contract, that the general terms and conditions can be viewed at High Design Holland and they will be sent free of charge as soon as possible at the request of the consumer.

If the distance contract is concluded electronically, by way of derogation from the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions can be made available electronically to the consumer in such a way that the consumer can a simple way can be stored on a durable data carrier. If this is not reasonably possible, before the distance contract is concluded, will be indicated where the general terms and conditions can be observed electronically and that at the request of the consumer they will be sent free of charge electronically or otherwise . In the event that specific product or service conditions apply in addition to these general terms and conditions, the second and third paragraphs shall apply mutatis mutandis and the consumer may in the event of conflicting general terms and conditions always invoke the applicable provision that him the most favorable.

If one or more provisions in these general terms and conditions at any time are wholly or partially void or destroyed, then the agreement and these conditions remain valid for the rest and the stipulation in question will be replaced immediately by mutual agreement. stipulation that the scope of the original is approached as much as possible.

Situations that are not regulated in these general terms and conditions must be assessed 'in the spirit' of these general terms and conditions.

Uncertainties about the explanation or content of one or more provisions of our terms and conditions should be explained 'in the spirit' of these general terms and conditions.

Article 4 - The offer

If an offer has a limited period of validity or is subject to conditions, this will be explicitly stated in the offer.

The offer is without obligation. High Design Holland is entitled to change and adjust the offer.

The offer contains a complete and accurate description of the offered products and / or services. The description is sufficiently detailed to allow a proper assessment of the offer by the consumer. If High Design Holland uses images, these are a true reflection of the offered products and / or services.

Obvious errors or manifest errors in the offer do not bind High Design Holland.

All images, specifications and data in the offer are indicative and can not be a reason for compensation or dissolution of the agreement.

Images for products are a true reflection of the products offered. Entrepreneur can not guarantee that the displayed colors exactly match the real colors of the products.

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 the special:

the price including taxes;

the possible costs of shipping;

the manner in which the agreement will be concluded and which actions are required for this;

whether or not to apply the right of withdrawal;

the method of payment, delivery and execution of the agreement;

the term for accepting the offer or the period within which High Design Holland guarantees the price;

the level of the tariff for distance communication if the costs of using the technology for distance communication are calculated on a basis other than the regular basic tariff for the means of communication used;

whether the agreement is archived after the conclusion, and if so, how this can be consulted for the consumer;

the way in which the consumer, prior to concluding the contract, can check the data provided by him under the contract and repair it if necessary;

any other languages in which, in addition to Dutch, the contract can be concluded;

the codes of conduct to which High Design Holland has subjected itself and the way in which the

consumer can consult these codes of conduct electronically;
the minimum duration of the distance contract in case of an extended transaction.

Article 5 - The contract

The agreement is concluded, subject to the provisions in paragraph 4, at the moment of acceptance by the consumer of the offer and the fulfillment of the conditions set thereto.

If the consumer has accepted the offer electronically, High Design Holland will immediately confirm electronically the receipt of the acceptance of the offer. As long as the receipt of this acceptance has not been confirmed by High Design Holland, the consumer can dissolve the agreement.

If the agreement is concluded electronically, High Design Holland will take appropriate technical and organizational measures to secure the electronic transfer of data and ensure a secure web environment. If the consumer can pay electronically, High Design Holland will take appropriate security measures to this end.

High Design Holland can - within legal frameworks - inform itself 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 High Design Holland, based on this investigation, has good reasons not to enter into the agreement, it is entitled to refuse an order or request, motivated or to attach special conditions to the execution.

High Design Holland will send to the consumer the following information, in writing, digitally / online or in such a way that it can be stored by the consumer in an accessible manner on a durable medium:

- a. the visiting address of the High Design Holland branch where the consumer can appeal 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 guarantees and existing service after purchase;
- d. the data included in article 4 paragraph 3 of these conditions, unless High Design Holland 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.

In the case of an extended transaction, the provision in the previous paragraph only applies to the first delivery.

Each agreement is entered into under the suspensive conditions of sufficient availability of the products in question.

Article 6 - Right of withdrawal

When delivering products:

When purchasing products, the consumer has the option to terminate the contract without giving any reason within 14 days. This cooling-off period commences on the day following receipt of the product by the consumer or a pre-designated by the consumer and announced to High Design Holland.

During the reflection period, the consumer will handle the product and packaging carefully. He will only unpack or use the product to the extent that is necessary to be able to assess whether he wishes to keep the product. If he makes use of his right of withdrawal, he will return the product with all accessories and - if reasonably possible - in the original condition and packaging to High Design Holland, in accordance with the reasonable and clear instructions provided by High Design Holland.

If the consumer wishes to make use of his right of withdrawal he is obliged to make this known to High Design Holland within 14 days of receipt of the product. The consumer must make this known by means of the model form. After the consumer has made it known that he wishes to make use of his right of withdrawal, the customer must return the product within 14 days. The consumer must prove that the delivered goods have been returned in time, for example by means of a proof of dispatch.

If the customer has not made it known that he wishes to make use of his right of withdrawal or the right of withdrawal after expiry of the terms stated in paragraphs 2 and 3. the product has not been returned to High Design Holland, the sale is a fact.

When delivering services:

When providing services, the consumer has the option to terminate the contract without giving any reason for at least 14 days, starting on the day of entering into the agreement.

In order to make use of his right of withdrawal, the consumer will focus on the reasonable and clear instructions provided by High Design Holland in the offer and / or at the latest with the delivery.

Article 7 - Costs in case of withdrawal

If the consumer exercises his right of withdrawal, the costs of returning the goods are at the most. If the consumer has paid an amount, High Design Holland will refund this amount as soon as possible, but no later than 14 days after cancellation. However, the condition is that the product has already been received back by the merchant or conclusive proof of complete return can be submitted.

Repayment will be made via the same payment method used by the consumer unless the consumer explicitly authorizes another payment method.

In the event of damage to the product due to careless handling by the consumer himself, the consumer is liable for any loss of value of the product.

The consumer can not be held liable for the depreciation of the product if High Design Holland has not provided all legally required information about the right of withdrawal, this must be done before the purchase contract is concluded.

Article 8 - Exclusion of right of withdrawal

High Design Holland can exclude the right of withdrawal of the consumer for products as described in paragraph 2 and 3. The exclusion of the right of withdrawal only applies if High Design Holland has clearly stated this in the offer, at least in time for the conclusion of the agreement. .

Exclusion of the right of withdrawal is only possible for products:

- a. which have been established by High Design Holland in accordance with the consumer's specifications;
- b. which are clearly personal in nature;
- c. which can not be returned due to their nature;
- d. that can spoil or age quickly;
- e. the price of which is subject to fluctuations in the financial market on which High Design Holland has no influence;
- f. for hygienic products of which the consumer has broken the seal.
- g. tailor-made products

Article 9 - The price

During the validity period stated in the offer, the prices of the products and / or services offered will not be increased, except for price changes due to changes in VAT rates.

Notwithstanding the previous paragraph, High Design Holland can offer products or services whose prices are linked to fluctuations in the financial market and which High Design Holland has no influence on, with variable prices. This link to fluctuations and the fact that any prices quoted are target prices are stated in the offer.

Price increases within 3 months after the conclusion of the agreement are only permitted if they are the result of statutory regulations or provisions.

Price increases from 3 months after the conclusion of the agreement are only allowed if High Design Holland has stipulated this and:

- a. they are the result of statutory regulations or stipulations; or
- b. the consumer has the authority to terminate the agreement with effect from the day on which the price increase takes effect.

The prices mentioned in the offer of products or services include VAT.

All prices are subject to printing and typing errors. No liability is accepted for the consequences of printing and typing errors. In case of printing and typing errors, High Design Holland is not obliged to deliver the product at the wrong price.

Article 10 - Conformity and Guarantee

High Design Holland guarantees that the products and / or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of soundness and / or usability and the legal standards existing on the date of the conclusion of the agreement. stipulations and / or government regulations. If agreed, High Design Holland also guarantees that the product is suitable for other than normal use.

A guarantee provided by High Design Holland, manufacturer or importer does not affect the legal rights and claims that the consumer can assert against High Design Holland under the agreement.

Any defects or incorrectly delivered products must be reported to High Design Holland in writing within 14 days of delivery. Return of the products must be in the original packaging and in new condition.

The warranty period of High Design Holland corresponds to the factory warranty period. High Design Holland is never responsible for the ultimate suitability of the products for each individual application by the consumer, nor for any advice regarding the use or application of the products.

The guarantee does not apply if:

The consumer has repaired and / or processed the supplied products himself or repaired and / or processed by third parties;

The delivered products are exposed to abnormal conditions or otherwise careless handling or contrary to the instructions of High Design Holland and / or on the packaging have been treated;

The inadequacy is wholly or partially the result of regulations that the government has or will make regarding the nature or the quality of the materials used.

Article 11 - Delivery and execution

High Design Holland will take the greatest possible care when receiving and implementing orders for products and when assessing applications for the provision of services.

The place of delivery is the address that the consumer has made known to the company.

With due observance of what is stated in paragraph 4 of this article, the company will execute accepted orders expeditiously but at the latest within 30 days, unless the consumer has agreed to a longer delivery period. If the delivery is delayed, or if an order can not or only partially be executed, the consumer will receive notification no later than 30 days after placing the order. In that case, the consumer has the right to terminate the contract without any costs. The consumer is not entitled to compensation.

All delivery terms are indicative. The consumer can not derive any rights from any periods mentioned. Exceeding a deadline does not entitle the consumer to compensation.

In case of dissolution in accordance with paragraph 3 of this article, High Design Holland will refund the amount that the consumer has paid as soon as possible but no later than 14 days after dissolution. If delivery of an ordered product proves to be impossible, High Design Holland will make an effort 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 can not be excluded. The costs of any return shipment are at the expense of High Design Holland.

The risk of damage and / or loss of products rests with High Design Holland until the moment of delivery to the consumer or a pre-designated representative and made known to High Design Holland, unless explicitly agreed otherwise.

Article 12 - Payment

Unless otherwise agreed, the amounts due by the consumer must be paid.

The consumer has the duty to immediately report any inaccuracies in provided or stated payment details to High Design Holland.

In the event of default by the consumer, High Design Holland has the right, subject to legal restrictions, to charge the reasonable costs made known to the consumer beforehand.

Article 13 - Complaints procedure

Complaints can be submitted by e-mail, info@highdesignholland.nl.

Complaints about the execution of the agreement must be submitted fully and clearly described to High Design Holland within 7 days after the consumer has established the defects.

Complaints submitted to High Design Holland will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, High Design Holland will reply within the period of 14 days with a notice of receipt and an indication when the consumer can expect a more detailed answer.

A complaint does not suspend the obligations of High Design Holland, unless High Design Holland states otherwise in writing.

If a complaint is found to be well-founded by High Design Holland, High Design Holland will at its option or replace the delivered products free of charge or repair.

Article 14 - Disputes

On agreements between High Design Holland and the consumer to which these general terms and conditions apply, only Dutch law applies. Even if the consumer is resident abroad.

The Vienna Sales Convention does not apply.

Article 15 - Additional or deviating provisions

Additional or different provisions of these 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.

Article 16 - Collection costs

1. If the Other Party is in default or omission in the (timely) fulfillment of its obligations, then all reasonable costs incurred in obtaining payment out of court are at the expense of the Other Party.
2. With regard to the extrajudicial (collection) costs, High Design Holland, insofar as the Other Party acts in the capacity as Company, by way of derogation from Section 6:96 subsection 5 of the Dutch Civil Code and the Decree on compensation for extrajudicial collection costs, the right to a reimbursement of 15% of the total outstanding principal sum with a minimum of € 90 for each invoice that has not been paid in full or in part.
3. With regard to the extrajudicial (collection) costs, High Design Holland, insofar as the Other Party acts in the capacity of Consumer, is entitled to the statutory maximum allowable reimbursement as determined in the Decree on compensation for extrajudicial (collection) costs.
4. Insofar as the Other Party acts in the capacity of Consumer, High Design Holland will only be entitled to compensation of the extrajudicial (collection) costs, after High Design Holland has sent the Other Party a letter of formal notice after the commencement of the omission to the outstanding invoice or invoice. to pay invoices within 14 days.
5. Any reasonable legal and execution costs incurred will also be borne by the Other Party.

Article 17 - Liability

1. The execution of the Assignment is entirely at the risk and responsibility of the We-der Party. High Design Holland is only liable for direct damage caused by gross negligence or intent of High Design Holland.
2. High Design Holland is never liable for indirect damage, including in any case consequential damage, loss of profit, missed savings, business stagnation or immaterial damage of the Other Party. In the case of consumer purchase, this restriction does not extend beyond that which is permitted pursuant to Section 7:24, paragraph 2 of the Dutch Civil Code.
3. High Design Holland is not liable for damage of any kind, because High Design Holland has assumed incorrect and / or incomplete information provided by the Other Party, unless this incorrectness or incompleteness should have been known to High Design Holland. .
4. If High Design Holland is liable for any damage, the liability of High Design Holland is limited to a maximum of € 10,000.
5. The Other Party must report the damage for which High Design Holland can be held liable, as soon as possible, but in any case within 10 days after the occurrence of the damage to High Design Holland, all this subject to the loss of any compensation right of this damage.
6. Any liability claim against High Design Holland will lapse within one year after the Other Party became aware of the harmful event or could reasonably have known about it.
7. The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence of High Design Holland or its managerial subordinates.
8. High Design Holland is never liable and responsible for design faults, construction errors, processing errors, incorrect processing, incorrect coloring, and damage resulting from this.

Article 18 - Indemnity

1. The Other Party indemnifies High Design Holland against any claims by third parties that suffer damage in connection with the performance of the Agreement and which is attributable to the Other Party.
2. If High Design Holland may be approached by third parties, then the Other Party is obliged to assist High Design Holland both in and out of court. All costs and damage on the part of High Design Holland and third parties are further at the expense and risk of the Other Party.

Article 19 - Privacy and cookies

1. The data and information that the Other Party provides to High Design Holland, will keep High Design Holland carefully and confidentially.
2. When visiting our website, High Design Holland may collect information from the Other Party about the use of the website by means of cookies.
3. The information that High Design Holland collects through cookies can be used for functional and analytical purposes.
4. High Design Holland may only use the personal data of the Counterparty in the context of the execution of its delivery obligation or the handling of a complaint.
5. High Design Holland is not permitted to lend, rent, sell or in any other way make public the personal data of the Other Party.

6. If High Design Holland is obliged to provide confidential information to third parties on the basis of a statutory provision or court order, and High Design Holland can not invoke any legal right recognized or permitted by the competent court in this matter. of change, then is not obliged to pay compensation or compensation. The We-derpartij is also not entitled to terminate the Agreement on the grounds of any damage that may have arisen as a result.

7. The Counterparty agrees that High Design Holland approaches the Counterparty for statistical research or customer satisfaction research. If the Other Party does not want to be approached for research, the Other Party can make this known.

8. High Design Holland reserves the right to use the other data of the Other Party in an anonymous way for (statistical) research and database.

Article 20 - Modification of general conditions

1. High Design Holland has the right to change these terms and conditions unilaterally.

2. Changes will also apply to agreements already concluded.

3. High Design Holland will inform the Counterparty by e-mail of the changes.

4. The changes to the general terms and conditions will take effect after thirty days after the Counterparty has been notified of the changes.

5. If the Other Party does not agree with the announced changes, the Other Party has the right to dissolve the agreement. High Design Holland has the right to change these terms and conditions unilaterally.

Article 21 - Translation

1. In addition to this version of the General Terms and Conditions, a second version of the general terms and conditions, translated into English, exists.

2. The Dutch General Terms and Conditions are the authentic version. This version of the General Terms and Conditions is leading in case of explaining or interpreting the General Terms and Conditions. In the event of a difference in the meaning of explanation or interpretation between the two versions, the Dutch version will prevail General Terms and Conditions.

Model form for cancellation

(only fill in this form and return if you want to cancel the contract)

To:

High Design Holland

Hanzeport 14

7575DA Oldenzaal

- I / We (*) share / share (*) hereby inform you that I / we (*) revoke / revoke our agreement regarding the sale of the following goods / delivery of the next service (*) (*):

- Ordered on (DD-MM-YYYY): - Order number:

- Received on (DD-MM-YYYY):

- Name / names consumer (s)

- Consumer address (s):

- IBAN bank account:

- Signature of consumer (s) (only when this form is submitted on paper)

- Date (DD-MM-YYYY):

(*) Strike out what does not apply.