

www.jouwklimatekast.nl

Terms and conditions



**JOUW
KLIMATEKAST**.NL

Content

Article 1.	Definitions
Article 2.	Applicability
Article 3.	Offer and formation of agreements
Article 4.	Right of withdrawal
Article 5.	Delivery of the products & delivery terms
Article 6.	Examination, complaints & defects
Article 7.	Force majeure
Article 8.	Prices, shipping costs and payments
Article 9.	Liability
Article 10.	General complaint policy
Article 11.	Retention of title
Article 12.	Final provisions

Article 1.

Definitions

In these general terms and conditions the following terms, always capitalized, are used in the following meaning.

1. JouwKlimaatkast: the user of these general terms and conditions, established at Seggelant-Noord 5-B, 3237 MG in Vierpolders, registered in the Trade Register under KvK-number 69602999.

2. Customer: each natural or legal person with whom JouwKlimaatkast has concluded or intends to conclude an Agreement.

3. Consumer: a Customer, natural person, not acting in the exercise of a profession or business.

4. Parties: JouwKlimaatkast and the Customer jointly.

5. Agreement: every agreement directly concluded between Parties through the webshop within the framework of which JouwKlimaatkast has committed itself towards the Customer for the delivery of Products.

6. Products: the items to be delivered to the Customer by JouwKlimaatkast within the framework of the Agreement, including return goods, such as air conditioning units, kitchen appliances and household appliances.

7. Webshop: www.jouwklimaatkast.nl.

8. In writing: communication in writing, communication by e-mail or any other manner of communication which, in view of the state of the art and generally accepted views, can be equated with this.

Article 2.

Applicability

- 1.** These General Terms and Conditions apply to each offer by JouwKlimaatkast in the Web Shop and to each Agreement concluded.
- 2.** Any general terms and conditions of the Customer, under any denomination whatsoever, shall not apply to the Agreement.
- 3.** The provisions of these general terms and conditions can only be deviated from expressly and in Writing. If and insofar as the provisions of these general terms and conditions deviate from what the Parties have expressly agreed in Writing, what the Parties have expressly agreed in Writing shall prevail.

Article 3.

Offer and formation of agreements

- 1.** Any offer made by JouwKlimaatkast shall be non-binding. JouwKlimaatkast may withdraw the offer immediately, or at least as soon as possible after the order has been placed by the Customer, for instance in the event the Products are no longer available. If in such case payment has already been made by the Customer, JouwKlimaatkast shall ensure repayment as soon as possible.
- 2.** Each Agreement shall, notwithstanding the stipulations in clause 1, be concluded at the moment the offer of JouwKlimaatkast has been accepted by the Customer and the Customer has complied with all conditions explicitly stated in the offer. Subsequently the order will, without prejudice to the stipulation in clause 1, be confirmed to the Customer by e-mail.

Article 4.

Right of withdrawal

1. The Agreement is binding after its conclusion, unless the Customer is a Consumer, in which case the right of withdrawal referred to in the following paragraphs shall apply.

2. The Consumer may revoke all or part of the Agreement up to 14 days after receipt of the Products, under our return conditions.

3. The Consumer may revoke the Agreement solely by using the return page. JouwKlimaatkast shall not confirm the dissolution of the Agreement upon approval of the return, but shall immediately execute the return payment if the return has been approved.

4. During the reflection period of 14 days the Consumer shall handle the Products and their packaging with care. The Consumer may only handle and inspect the Products to the extent necessary to assess the nature and characteristics of the Products. The premise here is that the Consumer may only handle and inspect the Products as he would be permitted to do in a physical store, testing or switching on is not permitted.

5. If the Consumer exercises the right of withdrawal, he shall return the Products: Without new traces of use, With all delivered accessories in the original condition and original packaging and using the return instructions listed on the return page return

JouwKlimaatkast reserves the right to refuse returned items if: It is suspected that the items have already been used, switched on, damaged or when the return instructions stated on the return page of JouwKlimaatkast have not been followed. Products that have been switched on, used or tested may not be returned. Products where the SEAL has been broken may no longer be returned for reasons of Hygiene.

6. JouwKlimaatkast shall be liable for any diminished value of the Products resulting from a way of handling the Products beyond that which is permitted pursuant to paragraph 4. JouwKlimaatkast shall have the right to charge this diminished value to the Consumer, whether or not by offsetting it against any payment already received from the Consumer without the Consumer's consent.

Continuation of Article 4. Right of withdrawal on next page.

Article 4.

Right of withdrawal

7. Return of Products shall take place within 14 days after Consumer has received the shipment.

8. If the Consumer exercises the right of withdrawal, the cost of returning & shipping the Products shall be borne by the Consumer. If the return does not conform to the provisions of paragraph 5, the costs of returning the shipment will be borne by the Consumer. The Consumer has 5 days after having notified JouwKlimaatkast to pay these costs, otherwise JouwKlimaatkast reserves the right to destroy the Product.

9. JouwKlimaatkast shall refund any payment already received from the Consumer, minus the possible depreciation in value and return costs, as soon as possible, but not later than within 14 days after receipt of the return to the Consumer, provided the Products have been received back by JouwKlimaatkast and the received return complies with the stipulations in clause 5.

10. The Customer is responsible for the risk during the return shipment, in case of loss, damage or theft.

Article 5.

Delivery of the products & delivery terms

1. Delivery of the Products shall be made in the place and manner expressly agreed upon; by delivery or collection.

2. In case of delivery JouwKlimaatkast reserves the right to deliver the order in parts. In that case the reflection period of the Consumer with respect to the right of withdrawal only starts at the moment the last partial delivery from the order is received by or on behalf of the Consumer.

Continuation of Article 5. Delivery of products & delivery times on next page.

Article 5.

Delivery of the products & delivery terms

3. The risk of loss and damage of the Products during shipment are for the Customer, this also applies if the Customer is not a Consumer.

4. If no delivery term has been explicitly agreed upon, JouwKlimaatkast shall deliver within thirty days after entering into the Agreement. In the event a delivery term has been agreed upon, this shall only concern an indicative, non-fatal term. In the event JouwKlimaatkast fails to deliver within thirty days or the agreed delivery period respectively, JouwKlimaatkast shall only be in default when the Customer has sent a written notice of default to JouwKlimaatkast stating a reasonable period within which JouwKlimaatkast shall still proceed with the delivery and delivery has not taken place after this period has lapsed. Delivery has not taken place even after expiration of this term. Only in the event the default of JouwKlimaatkast has commenced, the Customer shall be entitled to terminate the Agreement in respect of that part to which the default of JouwKlimaatkast relates and shall be entitled to a proportional refund or remission. A mere exceeding of the term of delivery shall therefore not entitle the Customer to any compensation.

5. In the event JouwKlimaatkast incurs additional costs as a result of circumstances attributable to the Customer, for instance in connection with multiple delivery attempts, these costs shall additionally be borne by the Customer.

Article 6.

Examination, complaints & defects

1. In the event of delivery of the Products, the Customer must immediately examine at the time of delivery whether the nature and quantity of the Products comply with the Agreement. If, in the opinion of the Customer, the nature and/or quantity of the Products do not meet the Agreement, the Customer must immediately inform the Customer of this by e-mail ().

(info@jouwklimaatkast.nl) to JouwKlimaatkast.

2. In the event the Products are collected from JouwKlimaatkast's premises, the Customer shall examine the Products for visible or otherwise identifiable defects upon collection. In such case the Products shall be deemed to comply with the Agreement if the Products have been taken away by or on behalf of the Customer without any reservations in Writing.

3. Complaints with regard to at the time of delivery reasonably non-visible or otherwise non-knowable defects of a Product, must be submitted to JouwKlimaatkast by e-mail (info@jouwklimaatkast.nl) within 2 days after discovery of the defect, or at least within a period of 2 days after the Customer could reasonably have become aware of the defect.

4. The provisions of the previous paragraphs do not affect the mandatory statutory complaint period of two months for Consumers, as regulated in Article 7:23 of the Civil Code.

5. In the event the Customer fails to timely complain, no obligation shall arise for JouwKlimaatkast from such complaint by the Customer.

6. Even if the Customer complains in due time, the Customer's obligation to pay in due time shall continue to exist, except in so far as the law for the benefit of the Consumer imperatively prevents such.

7. The delivered goods are returnable goods offered by JouwKlimaatkast at rock-bottom prices. The Customer accepts the risk that one or more Products are not of the quality the Customer may otherwise expect from new goods.

Continuation of Article 6. Examination, complaints & defects on next page.

Article 6.

Examination, complaints & defects

JouwKlimaatkast provides a 1 year warranty on their products, this warranty only covers the functional parts of the product and not its operation. This warranty covers, amongst others, hinges, feet, shelves, LCD displays, if these defects have not been caused during transport or by the customer himself. JouwKlimaatkast is not and does not need to be aware of the contents and condition of the Products.

JouwKlimaatkast shall not be liable for any damage resulting from defects in the Products. The Customer shall indemnify JouwKlimaatkast against all claims and demands from third parties in this respect.

8. In the event the Customer wishes to claim under warranty. The Customer shall prove the defects of the Product and that these are covered by the warranty. The product has to be returned to JouwKlimaatkast headquarters if approved by JouwKlimaatkast for repair or inspection, the responsibility for this transport and all costs involved lies with the customer.

9. JouwKlimaatkast shall not be liable for any damage that may occur during the repair of a product under warranty. JouwKlimaatkast shall repair the product within a reasonable time, depending on seasonal demand and product type, to be agreed upon between JouwKlimaatkast and the Customer.

10. The stipulations of the previous paragraph shall not affect the compulsory legal rights and claims the Consumer may assert against JouwKlimaatkast (conformity).

Article 7.

Force majeure

1. JouwKlimaatkast shall not be bound to fulfill any obligation resulting from the Agreement if and as long as it is hindered to do so due to a circumstance which cannot be attributed to it by virtue of the law, a juristic act or generally accepted practice (force majeure). In addition to what is understood in law and jurisprudence force majeure shall include: errors or shortcomings of JouwKlimaatkast's suppliers, transport difficulties, disasters, epidemics, pandemics, war and threat of war, interruptions, lock-outs, riots, acts of war and strikes.
2. Insofar as the force majeure situation renders compliance with the Agreement permanently impossible, the Parties shall be entitled to dissolve the Agreement with immediate effect.
3. In the event JouwKlimaatkast has already partially fulfilled its delivery obligations at the start of the force majeure situation, or can only partially fulfil its delivery obligations, it shall be entitled to separately charge the part already delivered or still deliverable part of the Agreement as if it were an independent Agreement.
4. Without prejudice to the application of the previous paragraph, damage resulting from force majeure shall never be eligible for compensation.

Article 8.

Prices, shipping costs and payments

1. Before concluding the Agreement with a Consumer, the total price shall be stated, including any shipping costs. In other cases sale prices stated are exclusive of any shipping costs, whereby the actual shipping costs incurred by JouwKlimaatkast shall additionally be borne by the Customer.
2. JouwKlimaatkast shall be entitled to claim full or partial prepayment of the agreed price and possible shipping costs, provided that JouwKlimaatkast shall not oblige a Consumer to prepay more than half of the purchase price.
3. JouwKlimaatkast shall not be obliged to execute the Agreement as long as the Customer is in default with respect to the fulfilment of any already due and payable payment obligation towards JouwKlimaatkast.
4. Payments shall be made in the manner designated by JouwKlimaatkast, at the time indicated by the latter.
5. JouwKlimaatkast shall be entitled to make the invoices due to the Customer available by e-mail only.
6. If payment is not made on time, the Customer shall be in default by operation of law. From the day the default commences the Customer shall owe the then current legal (commercial) interest over the outstanding amount.
7. All reasonable costs, both judicial, extrajudicial and execution costs, incurred to obtain amounts owed by the Customer shall be borne by the Customer.

Article 9.

Liability

- 1.** The Customer shall bear any damage caused by inaccuracies or incompleteness in the data provided by the Customer, any other failure in the fulfilment of the Customer's obligations under the law or the Agreement, as well as any other circumstance which cannot be attributed to JouwKlimaatkast.
- 2.** Apart from the stipulations in article 6.7, JouwKlimaatkast shall under no circumstances be liable for indirect damage, including suffered loss, lost profit and damage as a result of business stagnation.
- 3.** Should JouwKlimaatkast, despite the stipulations in these general conditions, be liable for any damage, JouwKlimaatkast shall at all times be entitled to repair such damage. The Customer shall give JouwKlimaatkast the opportunity to do so, failing which any and all liability of JouwKlimaatkast in this respect shall lapse.
- 4.** The liability of JouwKlimaatkast shall be limited to a maximum of the invoice value of the Agreement, at least to that part of the Agreement to which the liability of JouwKlimaatkast relates.
- 5.** With regard to a consumer purchase the limitations stipulated in this article do not extend further than permitted pursuant to article 7:24 paragraph 2 of the Dutch Civil Code.

Article 10.

General complaint policy

1. Complaints regarding the execution of the Agreement shall, notwithstanding the stipulations in article 6, be submitted to JouwKlimaatkast by e-mail (info@jouwklimaatkast.nl) within a reasonable time after the Customer has provided the grounds for the complaint.
2. Complaints submitted to JouwKlimaatkast shall be answered within a period of seven days after receipt. If a complaint requires a longer processing time, a reply will be provided within the seven-day term with an acknowledgement of receipt and an indication of when the Customer can expect a more detailed reply.
3. In the event a Consumer's complaint cannot be resolved by mutual agreement, the Consumer may submit the dispute to the Dispute Commission via the ODR platform (ec.europa.eu/consumers/odr/).

Article 11.

Retention of title

1. All delivered Products shall remain the property of JouwKlimaatkast until the Customer has fulfilled all his payment obligations resulting from the Agreement.
2. The Customer is forbidden to sell, pledge or encumber in any other way the Products subject to retention of title.
3. The Customer is obliged to store the Products delivered under retention of title with due care and as recognizable property of JouwKlimaatkast.
4. In the event a third party seizes the Products subject to retention of title of JouwKlimaatkast or wishes to establish or assert a right to them, the Customer is obliged to inform JouwKlimaatkast thereof as soon as possible.
5. Any amounts owed to JouwKlimaatkast by the Customer shall become immediately due and payable in full upon infringement of the stipulations of this article.
6. The Customer gives unconditional permission to JouwKlimaatkast or third parties appointed by JouwKlimaatkast to enter all those places where the Products subject to retention of title are located. The Customer shall upon first request provide JouwKlimaatkast with all information necessary to exercise its property rights. All reasonable costs in connection with the exercise of the property rights of JouwKlimaatkast shall be borne by the Customer.
7. If the Customer has fulfilled its obligations after the Products have been delivered to it by JouwKlimaatkast, the retention of title with regard to these Products shall revive in the event the Customer fails to fulfill its obligations resulting from an Agreement concluded at a later stage.

Article 12.

Final provisions

1. Annulment or nullity of one or more of the provisions of these general terms and conditions or the Agreement as such shall not affect the validity of the remaining clauses. In such a case the Parties are obliged to enter into mutual consultation in order to reach a replacement arrangement in respect of the affected clause. The purpose and purport of the original provision will be taken into account as far as possible.
2. JouwKlimaatkast is entitled to transfer its rights and obligations under the Agreement to a third party.
3. Dutch law shall apply exclusively to each Agreement and all legal relations resulting therefrom between the Parties.
4. Before any recourse to the courts, the Parties are obliged to make the best efforts to settle the dispute by mutual agreement.
5. Except in so far as the law imperatively precludes such under the given circumstances of the case, only the competent court within the district of the place of business of JouwKlimaatkast shall be appointed to take cognizance of possible legal disputes between Parties.
6. If these general terms and conditions are available in several languages, the Dutch language version shall always be decisive for the interpretation of the stipulations contained therein.

