

Algemene Voorwaarden

Article 1 – Definitions

In these conditions, the following definitions apply:

1. **Entrepreneur:** the natural or legal person who offers products and / or services to consumers from a distance;
2. **Consumer:** the natural person who does not act in the exercise of a profession or business and who enters into a distance contract with the entrepreneur;
3. **Distance Agreement:** an agreement whereby, in the context of a system organized by the entrepreneur for distance sales of products and / or services, up to and including the conclusion of the agreement, only one or more techniques for distance communication are used;
4. **Remote communication technology:** means that can be used to conclude an agreement, without the consumer and entrepreneur being together in the same room at the same time;
5. **Reflection period:** the period within which the consumer can make use of his right of withdrawal;
6. **Right of withdrawal:** the possibility for the consumer to cancel the distance contract within the reflection period;
7. **Day:** calendar day;
8. **Duration transaction:** a distance contract with regard to a range of products and / or services, the delivery and / or purchase obligation of which is spread over time;
9. **Durable data carrier:** any means that enables the consumer or entrepreneur to store information that is addressed to him personally in a way that enables future consultation and unaltered reproduction of the stored information.

Article 2 – Identity of the entrepreneur

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Article 3 - Applicability

1. These terms and conditions apply to every offer made by the entrepreneur and to every distance agreement concluded between the entrepreneur and the consumer.
2. Before the distance contract is concluded, the text of these terms and conditions will be made available to the consumer. If this is not reasonably possible, before the distance contract is concluded, it will be indicated that the terms and conditions can be viewed at the entrepreneur and that they will be sent free of charge as soon as possible at the request of the consumer..
3. If the distance agreement is concluded electronically, by way of derogation from the previous paragraph and before the distance contract is concluded, the text of these terms and conditions can be made available to the consumer electronically in such a way that this can be easily stored on a durable data carrier by the consumer. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the terms and conditions can be inspected electronically and that they will be sent free of charge electronically or otherwise at the request of the consumer.
4. In the event that specific product or service conditions apply in addition to these general terms and conditions, the second and third paragraphs apply mutatis mutandis and in the event of conflicting general terms and conditions, the consumer can always rely on the applicable provision that is most favorable to him.

Article 4 - The offer

1. If an offer has a limited period of validity or is made subject to conditions, this will be explicitly stated in the offer.
2. The offer contains a complete and accurate description of the products and / or services offered. The description is sufficiently detailed to enable the consumer to make a proper assessment of the offer. If the entrepreneur uses images, these are a true representation of the products and/or services offered. Obvious mistakes or errors in the offer are not binding for the entrepreneur.
3. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to accepting the offer. This concerns in particular:
 - the price including taxes;
 - the possible costs of delivery;
 - the way in which the agreement will be concluded and which actions are required for this;
 - whether or not the right of withdrawal applies;
 - the method of payment, delivery or implementation of the agreement;
 - the deadline for accepting the offer, or the deadline for adhering to the price;
 - the height of the rate for distance communication if the costs of using the technology for distance communication are calculated on a basis other than the basic rate;
 - if the agreement is filed after the conclusion, how it can be consulted by the consumer;
 - the way in which the consumer can obtain information about actions that he does not want before concluding the agreement, as well as the way in which he can rectify these before the agreement is concluded;
 - any languages in which, in addition to Dutch, the agreement can be concluded;
 - the behavioral codes to which the entrepreneur is subject and the way in which the consumer can consult these behavioral codes electronically; and
 - the minimum duration of the distance agreement in case of an agreement that extends to the continuous or periodic delivery of products or services.

Article 5 - The agreement

1. Subject to the provisions of paragraph 4, the agreement is concluded at the time of acceptance by the consumer of the offer and compliance with the corresponding conditions.
2. If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm receipt of the acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed, the consumer can dissolve the agreement.
3. If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to secure the electronic transfer of data and he will ensure a safe web environment. If the consumer can pay electronically, the entrepreneur will take appropriate security measures.
4. The entrepreneur can - within legal frameworks - inform himself 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 agreement. If, on the basis of this investigation, the entrepreneur has good reasons not to conclude the agreement, he is entitled to refuse an order or request or to attach special conditions to the implementation.
5. The entrepreneur will send the following information with the product or service to the consumer, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable data carrier.
 - a. the visiting address of the business location of the entrepreneur where the consumer can go with complaints;
 - b. the conditions under which and the way in which the consumer can make use of the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
 - c. information about existing after-sales service and guarantees;
 - d. the information included in article 4 paragraph 3 of these conditions, unless the entrepreneur 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.

6. If the entrepreneur has undertaken to deliver a series of products or services, the provision in the previous paragraph only applies to the first delivery..

Article 6a - Right of withdrawal upon delivery of products

1. When purchasing products, the consumer has the option to dissolve the agreement without giving any reason within fourteen working days. This period starts on the day after receipt of the product by or on behalf of the consumer.
2. During this period, the consumer will handle the product and packaging with care. He will only unpack or use the product to the extent necessary 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 the entrepreneur, in accordance with the reasonable and clear instructions provided by the entrepreneur.

Article 6b - Right of withdrawal upon delivery of services

1. When providing services, the consumer has the option to dissolve the agreement without giving reasons during fourteen working days, starting on the day of entering into the agreement.
2. In order to make use of his right of withdrawal, the consumer will focus on the reasonable and clear instructions provided by the entrepreneur with the offer and / or at the latest upon delivery.

Article 7 - Costs in case of withdrawal

1. If the consumer makes use of his right of withdrawal, the costs of return will not exceed the cost of the return.
2. If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible, but no later than 30 days after the return or cancellation.

Article 8 - Exclusion of right of withdrawal

1. If the consumer does not have a right of withdrawal, this can only be excluded by the entrepreneur if the entrepreneur has clearly stated this in the offer, at least in time for the conclusion of the agreement..
2. Exclusion of the right of withdrawal is only possible for products:
 - a) that have been created by the entrepreneur in accordance with the consumer's specifications;
 - b) that are clearly personal in nature;
 - c) that cannot be returned due to their nature;
 - d) that can spoil or age quickly;
 - e) whose price depends on fluctuations in the financial market on which the entrepreneur has no influence;
 - f) for individual newspapers and magazines;
 - g) for audio and video recordings and computer software of which the consumer has broken the seal.
3. Exclusion of the right of withdrawal is only possible for services:
 - a) concerning accommodation, transport, restaurant business or leisure activities to be performed on a specific date or during a specific period;
 - b) of which the delivery started with the express consent of the consumer before the reflection period has expired;
 - c) regarding betting and lotteries.

Article 9 - The price

1. 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.

2. Contrary to the previous paragraph, the entrepreneur can offer products or services whose prices are subject to fluctuations in the financial market and over which the entrepreneur has no influence, at variable prices. This link to fluctuations and the fact that any stated prices are target prices are stated in the offer.
3. Price increases within 3 months after the conclusion of the agreement are only permitted if they are the result of statutory regulations or provisions.
4. Price increases from 3 months after the conclusion of the agreement are only permitted if the entrepreneur has stipulated this and:
 - a) they are the result of statutory regulations or provisions; or
 - b) the consumer has the authority to cancel the agreement on the day on which the price increase takes effect.
5. The prices stated in the offer of products or services include VAT.

Article 10 - Conformity and Warranty

1. The entrepreneur guarantees that the products and/or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or usability and the legal provisions existing on the date of the conclusion of the agreement/or government regulations.
2. A scheme offered by the entrepreneur, manufacturer or importer as a guarantee does not affect the rights and claims that the consumer can assert towards the entrepreneur with regard to a shortcoming in the fulfillment of the obligations of the entrepreneur towards the entrepreneur on the basis of the law and/or the distance agreement.

Article 11 - Delivery and execution

1. The entrepreneur will take the greatest possible care when receiving and implementing orders for products and when assessing applications for the provision of services.
2. The place of delivery is the address that the consumer makes known to the company.
3. With due observance of what is stated in article 4 of these terms and conditions, the company will execute accepted orders with due speed, but no later than 30 days, unless a longer delivery period has been agreed. If the delivery is delayed, or if an order cannot or only partially be executed, the consumer will be notified of this no later than one month after placing the order. In that case, the consumer has the right to terminate the agreement without costs and is entitled to any compensation.
4. In case of dissolution in accordance with the previous paragraph, the entrepreneur will refund the amount that the consumer has paid as soon as possible, but no later than 30 days after dissolution.
5. If delivery of an ordered product proves impossible, the entrepreneur will endeavor to make a replacement item available. At the latest upon delivery, it will be stated in a clear and comprehensible manner that a replacement item is being delivered. For replacement items right of withdrawal can not be excluded. The costs of return shipment are for the account of the entrepreneur.
6. The risk of damage and/or loss of products rests with the entrepreneur until the moment of delivery to the consumer, unless expressly agreed otherwise.

Article 12 - Duration transactions

1. The consumer can cancel an agreement that has been concluded for an indefinite period at any time with due observance of the agreed cancellation rules and a notice period of no more than one month.
2. A fixed-term agreement has a maximum term of two years. If it has been agreed that the distance contract will be extended if the consumer remains silent, the contract will be continued as an indefinite contract and the notice period after continuation of the contract will be a maximum of one month.

Article 13 - Payment

1. Unless otherwise agreed, the amounts owed by the consumer must be paid within seven days after delivery of the good or, in the case of an agreement to provide a service, within 7 days after delivery of the documents relating to this agreement.
2. When selling products to consumers, a prepayment of more than 50% may never be stipulated in terms and conditions. When prepayment has been stipulated, the consumer cannot assert any rights regarding the execution of the order or service (s) before the stipulated prepayment has been made.
3. The consumer has the duty to report inaccuracies in provided or stated payment details to the entrepreneur without delay.
4. In the event of non-payment of the consumer, the entrepreneur has the right, subject to legal restrictions, to charge the reasonable costs made known to the consumer in advance.

Article 14 - Complaints procedure

1. The entrepreneur has a well-publicized complaints procedure and handles the complaint in accordance with this complaints procedure.
2. Complaints about the implementation of the agreement must be submitted to the entrepreneur within a reasonable time, fully and clearly described, after the consumer has discovered the defects.
3. Complaints submitted to the entrepreneur will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the entrepreneur will reply within 14 days with a confirmation of receipt and an indication when the consumer can expect a more detailed answer.

Article 15 - Additional or different terms

Additional provisions or provisions deviating from 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 data carrier.