

General Terms and Conditions Heinen Delfts Blauw – consumer purchase

Article 1 – Areas of application

In these terms and conditions, "Heinen Delfts Blauw" means:

the private company, Heinen Delftware Trading B.V. ;

having its registered office in Amsterdam, the Netherlands;

the office is located at the address: Industrieweg 7, 3881 LB Putten, the Netherlands;

Registration in the Trade Register with Chamber of Commerce number: 70420742;

VAT number: NL 8583 11 781 B01;

These general terms and conditions apply to every distance contract that has been concluded - via, for example, an order placed by the customer (hereinafter: "buyer") placed at Heinen Delfts Blauw via www.heinendelftsblauw.nl - and delivery between Heinen Delfts Blauw and the buyer, in the capacity of a natural person and not acting in the exercise of a profession or business.

A reference by the buyer to his own general or purchasing conditions and the applicability thereof, is expressly rejected by Heinen Delfts Blauw.

By placing an order, the buyer accepts to be bound by these general terms and conditions and the buyer declares that these terms and conditions were available to him in such a way that he has been able to save them and make them accessible for later access. He also declares that he has read and understands the terms and conditions.

The general conditions can be sent on request, and the conditions can also be consulted at any time on the above-mentioned website.

Article 2 – Realization agreement

1. The agreement is concluded at the time of receipt by Heinen Delfts Blauw of the acceptance of the offer by the buyer, by placing an order with Heinen Delfts Blauw.
2. Heinen Delfts Blauw reserves the right to not accept orders (in part) without stating reasons.
3. The buyer guarantees that the provided (name and address) data in the context of the agreement are correct, complete and up-to-date. The buyer is obliged to immediately report any inaccuracies in payment data provided or stated to Heinen Delfts Blauw.

Article 3 – Prices and payments

1. The prices stated in the range of products are (unless stated otherwise) inclusive of any VAT and in Euro, and are subject to printing and typing errors. The prices are exclusive of shipping costs, which are made known separately with the products.
2. VAT will be taken off to all orders outside of the European Community at the current rate of 21% and 6% on Heinen Delftware items.
3. The prices mentioned in the previous paragraph will not be increased by Heinen Delfts Blauw after the conclusion of the agreement, unless legal measures make this necessary or if the manufacturer/supplier introduces interim price increases. In that case, the buyer is entitled to dissolve the agreement by means of a written statement to Heinen Delfts Blauw.

4. For the payment, use can be made of the payment options specified on the website and under the associated conditions.

Article 4 – Images and specifications

1. All images of products as well as associated specifications, sizes and data as shown on the Heinen Delfts Blauw website are only approximately. The product ultimately delivered to the buyer may differ in color, size and the like from these images or specifications to a certain extent. This does not mean that the product does not comply with the agreement.

Article 5 – Delivery

1. Heinen Delfts Blauw will take the greatest possible care when receiving and when executing orders. The delivery times stated here and on the website serve as an indication. The buyer cannot derive any rights from these indications and these are not fatal.
2. The place of delivery is the address that the buyer has made known to Heinen Delfts Blauw.
3. Heinen Delfts Blauw is entitled to deliver in parts (partial deliveries), which it can invoice separately.
4. Heinen Delfts Blauw will execute accepted orders with appropriate speed after concluding the agreement, but no later than 30 days thereafter. If the delivery is delayed after these 30 days, the buyer will be notified as soon as possible after Heinen Delfts Blauw notified this. Heinen Delfts Blauw is then in default if it has been given notice of default by the buyer through a reminder whereby Heinen Delfts Blauw is still granted a reasonable period of time to deliver, and if compliance is not forthcoming. In that case, the buyer has the right to dissolve the agreement (in part) free of charge. A different delivery period can also be agreed or it can be agreed to deliver a different product.
5. If an order cannot be executed, or only partially, the buyer will be notified as soon as possible after Heinen Delfts Blauw has been notified of this. In that case, the buyer has the right to dissolve the agreement (in part) free of charge.
6. In case of dissolution in accordance with paragraphs 5 and 6 of this article, Heinen Delfts Blauw will immediately refund the amounts that the buyer may have paid to Heinen Delfts Blauw. The buyer is not entitled to compensation.
7. The risk of damage or loss of the products lies with Heinen Delfts Blauw until the moment of delivery to the buyer, unless explicitly agreed otherwise. The burden of proof that a product is damaged on delivery or is missing, lies with the buyer.

Article 6 - Reflection period or right of withdrawal

1. Exchange is only possible within The Netherlands. If for some reason you are dissatisfied with your purchase, it must be exchanged in our shop by your own arrangement
2. The buyer has 14 days after the product has been received by him or a third party designated by him (not the carrier) to terminate the agreement without giving any reason. This period starts on the day after the product, or in the case of a partial delivery, after all products / parts of the order have been received by the buyer.

3. In order to exercise the right of withdrawal, the buyer must inform Heinen Delfts Blauw of his decision through an unambiguous statement (for example in writing by post, fax or e-mail).
4. The buyer must then return the products as quickly as possible - but no later than 14 days after the statement mentioned in paragraph 3 has been issued - in the manner indicated by Heinen Delfts Blauw.
5. Return of the products must be by registered mail in the original packaging (including accessories and accompanying documentation), with the original or similar protection material and in the condition in which the buyer received it, which means undamaged. Direct costs of returning the products are for the account of the buyer.
6. The buyer will handle the products and the packaging with care during the cooling-off period. He will only unpack or use the products to the extent necessary to assess whether he wishes to keep the product. Buyer is only liable for the depreciation of the products that is the result of the use thereof that goes beyond what is necessary to determine the nature, characteristics and operation of the products.
7. After a successful cancellation, Heinen Delfts Blauw will repay the amounts paid by the buyer (including the first delivery costs) within 14 days of the date of receipt of the statement referred to in paragraph 2. Heinen Delfts Blauw may delay the reimbursement until it has received all products, or until the buyer has demonstrated that he has sent back the products, whichever is the earlier.
8. If the buyer has opted for a more expensive method of first delivery than the cheapest standard delivery, Heinen Delfts Blauw does not have to pay back the additional costs for the more expensive method.

The right of withdrawal does not apply to agreements that concern:

1. delivery of products manufactured according to individually selected specifications of the buyer, or which are clearly intended for a specific person ('customized products'); and / or
2. delivery of sealed products that are not suitable for being returned due to health protection or hygiene, and of which the seal was broken after delivery.

Article 7 – Retention of title

1. If applicable, Heinen Delfts Blauw reserves the ownership of all products delivered by Heinen Delfts Blauw until the moment of full payment of the price of all products delivered or to be delivered by Heinen Delfts Blauw to the buyer (including any interest or costs due), under the relevant agreement or earlier or later similar agreements.

Article 8 - Warranty and conformity

1. Heinen Delfts Blauw guarantees that the products it delivers meet the legal requirements of usability, reliability and lifespan as they are reasonably intended by the parties to the agreement.
2. As far as possible, the buyer is obliged to immediately have the delivered product(s) checked (or have it checked) upon receipt. If it appears that the delivered product is incorrect, inadequate or incomplete, then the buyer (before proceeding to return)

must report these defects to Heinen Delfts Blauw as soon as possible after discovery. Any defects or incorrectly delivered products must be reported to Heinen Delfts Blauw, in the case of a consumer purchase within 1 week (at the latest within 2 months) after discovery and in all other cases within a reasonable time after discovery or after that should reasonably have been discovered. Any return of the products must be made by registered mail in the original packaging (including accessories and accompanying documentation), in the condition in which the buyer received it and in the manner indicated by Heinen Delfts Blauw.

3. If it appears that the delivered product(s) do not comply with the agreement, Heinen Delfts Blauw will replace or repair the delivered product(s) free of charge or make a written arrangement with the buyer about compensation.
4. The buyer cannot invoke the guarantee referred to in paragraph 1 if the delivered product(s) have been exposed to abnormal circumstances, if the buyer has not ensured it as a careful debtor or if these products violate the instructions from Heinen Delfts Blauw and/or the user manual have been treated or if the buyer has repaired and/or modified the delivered products himself or had them repaired and/or modified by third parties.

Artikel 9 – Liability

1. Any liability of Heinen Delfts Blauw for damage is excluded, including additional compensation in any form whatsoever, compensation for indirect damage or consequential damage or damage due to lost profit, all this except for intent or deliberate recklessness on the part of Heinen Delfts Blauw.
2. Heinen Delfts Blauw is not liable for errors and/or negligence on the part of its suppliers or auxiliaries.
3. If, for any reason whatsoever, the buyer cannot or has not been able to take delivery of a product due to failure of Heinen Delfts Blauw of the requirements in art. 2 paragraph 3, Heinen Delfts Blauw is not liable for the resulting damage and is not obliged to deliver a replacement product.
4. The liability of Heinen Delfts Blauw and therefore the amount of the compensation is always limited to at most the invoice amount of the products in question, or (at the option of Heinen Delfts Blauw) to the maximum in the relevant case by the liability insurance of Heinen Delft Blue paid to her amount.
5. The provisions of this article are without prejudice to the legal liability of Heinen Delfts Blauw pursuant to mandatory provisions.

Article 10 – Complaints procedure

1. Complaints about the implementation of the agreement must be reported promptly, fully and clearly described on www.heinendelftsblauw.com or by telephone or through customer service to Heinen Delfts Blauw, after the buyer has discovered the defects.
2. Complaints submitted to Heinen Delfts Blauw will be answered within a period of 10 days from the date of receipt. If a complaint requires a foreseeable longer processing time, Heinen Delfts Blauw will reply within this period with a message of receipt and an indication when the buyer can expect a more detailed answer.

3. We recommend that you first make your complaints known to us by emailing info@heinendelftsblauw.nl. If this does not lead to a solution, it is possible to register your dispute for mediation through Stichting WebwinkelKeur. From 15 February 2016, it is also possible for consumers in the EU to register complaints via the ODR platform of the European Commission. This ODR platform can be found at <http://ec.europa.eu/odr>. If your complaint is not yet being processed elsewhere, you are free to file your complaint via the European Union platform.

Article 11 – Other provisions

1. If a provision of these terms and conditions is declared void or non-binding, the other provisions will remain in force and an alternative provision will be agreed in mutual consultation that corresponds as much as possible to the old provision.
2. The Vienna Sales Convention is not applied.
3. All agreements between Heinen Delfts Blauw and the buyer to which these conditions apply are exclusively governed by Dutch law, with the exception of the provisions of private international law regarding the applicable law.

The relevant Court is exclusively authorized to take cognizance of disputes between Heinen Delfts Blauw and the buyer, unless Heinen Delfts Blauw prefers to submit the dispute to the competent court in the place of residence of the buyer.

Heinen Delftware Trading B.V. 2019