

General Terms and Conditions - GoebelStore.nl

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Article 1 - Definitions

In these conditions the following terms have the following meanings:

1. Additional agreement: an agreement whereby the consumer acquires products, digital content and / or services in connection with a distance contract and these goods, digital content and / or services are supplied by the entrepreneur or by a third party on the basis of an agreement between that third party and the entrepreneur;
2. Reflection period: the period within which the consumer can make use of his right of withdrawal;
3. Consumer: the natural person who does not act for purposes related to his trade, business, craft or professional activity;
4. Day: calendar day;
5. Digital content: data that is produced and delivered in digital form;
6. Duration agreement: an agreement that extends to the regular delivery of goods, services and / or digital content during a certain period;
7. Durable medium: any tool - including e-mail - that enables the consumer or entrepreneur to store information that is addressed to him personally in a way that facilitates future consultation or use during a period that is geared to the purpose for which the information is intended, and which allows unaltered reproduction of the stored information;
8. Right of withdrawal: the consumer's option to cancel the distance contract within the cooling-off period;
9. Entrepreneur: the natural or legal person who (is a member of Webwinkelkeur and who offers products, (access to)) digital content and / or services to consumers from a distance;
10. Distance contract: an agreement concluded between the entrepreneur and the consumer within the framework of an organized system for distance sales of products, digital content and / or services, whereby until the conclusion of the agreement exclusively or partly use is made of

one or more techniques for distance communication;

11. Model form for withdrawal: the European model form for withdrawal included in Appendix I of these terms and conditions; Annex I does not have to be made available if the consumer does not have a right of withdrawal with regard to his order;

12. Technology for distance communication: means that can be used to conclude an agreement, without the consumer and entrepreneur having to be in the same room at the same time.

Article 2 - Identity of the entrepreneur

Name of entrepreneur: JobaStores

Acting under the name / names:

- GoebelStore

Business address:

Zuidpoolsingel 186

2408BR Alphen ad Rijn (No visiting address)

The Netherlands

Accessibility:

Monday to Friday from 9 a.m. to 4 p.m.

Email address: info@goebelstore.nl

Chamber of Commerce number: 52243540

VAT number: NL002170878B08

Article 3 - Applicability

1. These general terms and conditions apply to every offer made by the entrepreneur and to every distance contract concluded between the entrepreneur and the consumer.

2. 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, the entrepreneur will indicate, before the distance contract is concluded, how the general 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 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 to the consumer electronically in such a way that they are consumer can be easily stored on a durable data carrier. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general 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 conditions, the consumer can always invoke the applicable provision that is most relevant to him. is favorable.

5. In addition to these general terms and conditions, consumer privacy rules apply to the use of our website and the placing of orders by consumers. How we deal with privacy can be read in the

Privacy Policy. By using our website and agreeing to the terms and conditions while completing your order, the consumer agrees to the privacy policy.

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, digital content and / or services being 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, services and / or digital content offered. Obvious mistakes or errors in the offer are not binding for the entrepreneur.
3. All images shown represent the product to be purchased as closely as possible, but may differ from reality. No rights can be derived from the images shown.
4. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to accepting the offer.

Article 5 - The agreement

1. Subject to the provisions of paragraph 4, the agreement is concluded at the moment the consumer accepts the offer and meets the corresponding conditions.
2. If the consumer has accepted the offer electronically, the trader will immediately confirm receipt of the acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed by the entrepreneur, 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. Within legal frameworks, the entrepreneur can - 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 contract. If, on the basis of this investigation, the entrepreneur has good reasons not to enter into the agreement, he is entitled to refuse an order or request, stating reasons, or to attach special conditions to the implementation.
5. At the latest upon delivery of the product, service or digital content to the consumer, the entrepreneur will send the following information, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable medium:
 - o the visiting address of the business location of the entrepreneur where the consumer can go with complaints;
 - o 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;
 - o information about guarantees and existing after-sales service;
 - o the price, including all taxes on the product, service or digital content; insofar as applicable, the costs of delivery; and the method of payment, delivery or implementation of the distance contract;
 - o the requirements for terminating the agreement if the agreement has a duration of more than one year or is indefinite;
 - o if the consumer has a right of withdrawal, the model withdrawal form.
6. In the event of an extended transaction, the provision in the previous paragraph only applies to

the first delivery.

Article 6 - Right of withdrawal

For products:

1. The consumer can dissolve an agreement regarding the purchase of a product without giving reasons during a cooling-off period of 30 days. The entrepreneur may ask the consumer about the reason for the withdrawal, but not oblige him to state his reason (s).
2. The reflection period referred to in paragraph 1 starts on the day after the consumer, or a third party designated by the consumer in advance, who is not the carrier, has received the product, or:
 - o if the consumer has ordered several products in the same order: the day on which the consumer, or a third party designated by him, received the last product. The entrepreneur may, provided he has clearly informed the consumer about this prior to the ordering process, refuse an order for several products with different delivery times.
 - o if the delivery of a product consists of several shipments or parts: the day on which the consumer, or a third party designated by him, received the last shipment or the last part;
 - o in the case of contracts for regular delivery of products during a certain period: the day on which the consumer, or a third party designated by him, has received the first product.

For services and digital content that is not supplied on a tangible medium:

3. The consumer can dissolve a service agreement and an agreement for the supply of digital content that has not been delivered on a tangible medium within 30 days without giving reasons. The entrepreneur may ask the consumer about the reason for the withdrawal, but not oblige him to state his reason (s).
4. The reflection period referred to in paragraph 3 starts on the day following the conclusion of the agreement.

Extended reflection period for products, services and digital content that has not been delivered on a tangible medium when not informing about the right of withdrawal:

5. If the entrepreneur has not provided the consumer with the legally required information about the right of withdrawal or the model form for withdrawal, the reflection period will expire twelve months after the end of the original reflection period determined in accordance with the previous paragraphs of this article.
6. If the entrepreneur has provided the consumer with the information referred to in the previous paragraph within twelve months after the commencement date of the original reflection period, the reflection period will expire 30 days after the day on which the consumer received that information.

Article 7 - Obligations of the consumer during the reflection period

1. During the reflection period, the consumer will handle the product and packaging with care. He will only unpack or use the product to the extent necessary to determine the nature, characteristics and operation of the product. The starting point here is that the consumer may only handle and inspect the product as he would be allowed to do in a store.
2. The consumer is only liable for the depreciation of the product that is the result of a way of handling the product that goes beyond what is permitted in paragraph 1.
3. The consumer is not liable for a decrease in value of the product if the entrepreneur has not

provided him with all legally required information about the right of withdrawal before or at the conclusion of the agreement.

Article 8 - Exercise of the right of withdrawal by the consumer and costs thereof

1. If the consumer makes use of his right of withdrawal, he must report this to the entrepreneur within the cooling-off period by means of the model withdrawal form or in another unambiguous manner.
2. As soon as possible, but within 14 days from the day following the notification referred to in paragraph 1, the consumer returns the product or hands it over to (an authorized representative of) the entrepreneur. This is not necessary if the entrepreneur has offered to collect the product himself. The consumer has in any case complied with the return period if he returns the product before the cooling-off period has expired.
3. The consumer returns the product with all accessories supplied, if reasonably possible in the original condition and packaging, and in accordance with the reasonable and clear instructions provided by the entrepreneur.
4. The risk and the burden of proof for the correct and timely exercise of the right of withdrawal lies with the consumer.
5. The consumer bears the direct costs of returning the product. If the entrepreneur has not stated that the consumer must bear these costs or if the entrepreneur indicates that he will bear the costs himself, the consumer does not have to bear the costs for return.
8. The consumer does not bear any costs for the full or partial delivery of digital content not supplied on a tangible medium, if:
 - o prior to delivery, he has not expressly agreed to commence compliance with the agreement before the end of the reflection period;
 - o he has not acknowledged losing his right of withdrawal when giving his consent; or
 - o the entrepreneur has failed to confirm this statement from the consumer.
9. If the consumer makes use of his right of withdrawal, all additional agreements will be dissolved by operation of law.

Article 9 - Obligations of the entrepreneur in case of withdrawal

1. If the entrepreneur makes the notification of withdrawal by the consumer electronically possible, he will immediately send a confirmation of receipt after receipt of this notification.
2. The entrepreneur will reimburse all payments made by the consumer, including any delivery costs charged by the entrepreneur for the returned product, without delay but within 14 days following the day on which the consumer notifies him of the withdrawal. Unless the entrepreneur offers to collect the product himself, he may wait with paying back until he has received the product or until the consumer demonstrates that he has returned the product, whichever is the earlier.
3. The entrepreneur uses the same payment method that the consumer has used for reimbursement, unless the consumer agrees to a different method. The reimbursement is free of charge for the consumer.
4. If the consumer has opted for a more expensive method of delivery than the cheapest standard delivery, the entrepreneur does not have to repay the additional costs for the more expensive method.

Article 10 - Exclusion of right of withdrawal

The entrepreneur can exclude the following products and services from the right of withdrawal, but only if the entrepreneur has clearly stated this in the offer, at least in time for the conclusion of the agreement:

1. Products or services whose price is dependent on fluctuations in the financial market on which the entrepreneur has no influence and which may occur within the withdrawal period.
2. Agreements concluded during a public auction. A public auction is understood to mean a sales method in which products, digital content and / or services are offered by the entrepreneur to the consumer who is personally present or who is given the opportunity to be personally present at the auction, under the direction of an auctioneer, and where the successful bidder is obliged to purchase the products, digital content and / or services;
3. Service contracts, after full performance of the service, but only if:
 - o the performance has started with the explicit prior consent of the consumer; and
 - o the consumer has stated that he will lose his right of withdrawal as soon as the entrepreneur has fully performed the agreement;
4. Package travel as referred to in Article 7: 500 of the Dutch Civil Code and passenger transport contracts;
5. Service agreements for the provision of accommodation, if a specific date or period of performance is provided for in the agreement and other than for residential purposes, goods transport, car rental services and catering;
6. Agreements with regard to leisure activities, if a specific date or period of execution is provided for in the agreement;
7. Products manufactured according to the consumer's specifications, which are not prefabricated and which are manufactured on the basis of an individual choice or decision of the consumer, or which are clearly intended for a specific person;
8. Products that spoil quickly or have a limited shelf life;
9. Sealed products that are not suitable to be returned for reasons of health protection or hygiene and of which the seal has been broken after delivery;
10. Products which, by their nature, are irrevocably mixed with other products after delivery;
11. Alcoholic drinks, the price of which was agreed upon when the contract was concluded, but the delivery of which can only take place after 30 days, and the actual value of which depends on fluctuations in the market over which the entrepreneur has no influence;
12. Sealed audio, video recordings and computer software, the seal of which has been broken after delivery;
13. Newspapers, magazines or magazines, with the exception of subscriptions to these;
14. The supply of digital content other than on a tangible medium, but only if:
 - o the performance has started with the explicit prior consent of the consumer; and
 - o the consumer has stated that he will lose his right of withdrawal by doing so.

Article 11 - The price

1. During the period of validity stated in the offer, the prices of the products and / or services being offered will not be increased, except for price changes as a result of 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 that are beyond the entrepreneur's control, 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:

- o they are the result of statutory regulations or provisions; or
- o 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 12 - Compliance with the agreement and extra guarantee

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 and / or government regulations. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.

1. An extra guarantee provided by the entrepreneur, his supplier, manufacturer or importer never limits the legal rights and claims that the consumer can assert against the entrepreneur on the basis of the agreement if the entrepreneur has failed to fulfill his part of the agreement.
2. An additional guarantee is understood to mean any obligation of the entrepreneur, his supplier, importer or producer in which he assigns certain rights or claims to the consumer that go beyond what he is legally obliged to do in the event that he has failed to fulfill his part of the the agreement.

Article 13 - Delivery and implementation

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 has made known to the entrepreneur, if the shipment proves to be undeliverable due to an incorrectly entered address by the customer and this is returned to the entrepreneur as a result of this costs will be charged.
3. With due observance of what is stated in article 4 of these general terms and conditions, the entrepreneur will execute accepted orders expeditiously, but no later than 30 days, unless a different 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 30 days after placing the order. In that case, the consumer has the right to terminate the agreement without costs.
4. After dissolution in accordance with the previous paragraph, the entrepreneur will immediately repay the amount paid by the consumer.
5. The risk of damage and / or loss of products rests with the entrepreneur until the moment of delivery to the consumer or a pre-designated representative made known to the entrepreneur, unless expressly agreed otherwise.

Article 14 - Duration transactions: duration, cancellation and extension

Cancellation:

1. The consumer can terminate an agreement that has been entered into for an indefinite period and which extends to the regular delivery of products (including electricity) or services, at any

time with due observance of the agreed cancellation rules and a notice period of no more than one month.

2. The consumer can terminate an agreement that has been entered into for a definite period and that extends to the regular delivery of products (including electricity) or services, at any time by the end of the specified term, with due observance of the agreed cancellation rules and a notice period. of no more than one month.

3. The consumer can cancel the agreements referred to in the previous paragraphs:

cancel at any time and not be limited to cancellation at a specific time or in a specific period;

at least cancel in the same way as they are entered into by him;

o always cancel with the same notice period as the entrepreneur has stipulated for himself.

Elongation:

4. An agreement that has been entered into for a definite period and that extends to the regular delivery of products (including electricity) or services may not be tacitly renewed or renewed for a specified period.

5. Contrary to the previous paragraph, a contract that has been entered into for a definite period and that extends to the regular delivery of daily news and weekly newspapers and magazines may be tacitly renewed for a specified period of a maximum of three months, if the consumer has extended this. can cancel the agreement towards the end of the extension with a notice period of no more than one month.

6. An agreement that has been entered into for a definite period and that extends to the regular delivery of products or services may only be tacitly renewed for an indefinite period if the consumer may cancel at any time with a notice period of no more than one month. The notice period is a maximum of three months in case the agreement extends to the regular, but less than once a month, delivery of daily, news and weekly newspapers and magazines.

7. An agreement with a limited duration for the regular delivery of daily, news and weekly newspapers and magazines (trial or introductory subscription) is not tacitly continued and ends automatically after the trial or introductory period.

Duration:

8. If an agreement has a duration of more than one year, the consumer may cancel the agreement at any time after one year with a notice period of no more than one month, unless reasonableness and fairness oppose cancellation before the end of the agreed duration. to oppose.

Article 15 - Payment

1. Unless otherwise stipulated in the agreement or additional conditions, the amounts owed by the consumer must be paid within 14 days after the start of the cooling-off period, or in the absence of a cooling-off period within 14 days after the conclusion of the agreement. In the case of an agreement to provide a service, this period starts on the day after the consumer has received confirmation of the agreement.

2. When selling products to consumers, the consumer may never be obliged in general terms and conditions to pay more than 50% in advance. When advance payment has been stipulated, the consumer cannot assert any rights whatsoever regarding the execution of the order or service (s) before the stipulated advance payment has been made.

3. The consumer has the duty to report inaccuracies in provided or stated payment details to the entrepreneur without delay.

4. If the consumer does not fulfill his payment obligation (s) on time, after he has been informed

by the entrepreneur of the late payment and the entrepreneur has granted the consumer a period of 14 days to still fulfill his payment obligations, after non-payment within this 14-day period, the statutory interest is due on the amount owed and the entrepreneur is entitled to charge the extrajudicial collection costs incurred by him. These collection costs amount to a maximum of: 15% on outstanding amounts up to € 2,500; 10% over the next € 2,500 and 5% over the next € 5,000 with a minimum of € 40. The entrepreneur can deviate from the stated amounts and percentages in favor of the consumer.

Article 16 - 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 fully and clearly described and submitted to the entrepreneur within 7 days, 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.
4. If the complaint cannot be resolved by mutual agreement, a dispute arises that is subject to the dispute settlement procedure.
5. In case of complaints, a consumer must first turn to the entrepreneur. It is also possible to register complaints via the European ODR platform (<http://ec.europa.eu/odr>).
6. A complaint does not suspend the entrepreneur's obligations, unless the entrepreneur indicates otherwise in writing.
7. If a complaint is found to be well-founded by the entrepreneur, the entrepreneur will replace or repair the products delivered free of charge at his choice.

Appendix I: Model withdrawal form

Model withdrawal form:

(only complete and return this form if you wish to cancel the contract)

â€œ To: [name of entrepreneur]

[geographic address of the entrepreneur]

[fax number entrepreneur, if available]

[e-mail address or electronic address of the entrepreneur]

â€œ I / We * share / share * hereby inform you that I / we * regarding our agreement

the sale of the following products: [product description] *

the delivery of the following digital content: [indication of digital content] *

the provision of the following service: [specification of service] *,