

General terms and conditions Gingerly B.V.

<https://www.gingerly.nl/>

General terms and conditions based on model terms and conditions of Stichting WebwinkelKeur.

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Article 1 - Definitions

In these terms and conditions, the following definitions shall apply:

1. Reflection period: the period within which the entrepreneur can make use of his right of withdrawal;
2. Day: calendar day;
3. Duration transaction: a distance contract relating to a series of products and/or services, the delivery and/or purchase obligation of which is spread over time;
4. Durable data carrier: any means that enables the entrepreneur or Gingerly B.V. to store information addressed to him personally in a way that allows future consultation and unaltered reproduction of the stored information.
5. Right of withdrawal: the possibility for the entrepreneur to waive the distance contract within the cooling-off period;
6. Model form: the model form for withdrawal made available by Gingerly B.V. which an entrepreneur can fill in when he wants to exercise his right of withdrawal.
7. Distance contract: an agreement whereby, within the framework of a system organised by Gingerly B.V. for the distance sale of products, up to and including the conclusion of the contract, exclusive use is made of one or more techniques for distance communication;
8. Technique for distance communication: means that can be used for concluding an agreement, without the entrepreneur and Gingerly B.V. being together in the same room at the same time.
9. General Terms and Conditions: the present General Terms and Conditions of Gingerly B.V..

Article 2 - Identity of the entrepreneur

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Article 3 - Applicability

1. These general terms and conditions apply to every offer made by Gingerly B.V. and to every distance contract and order concluded between Gingerly B.V. and the entrepreneur.
2. Before the distance contract is concluded, the text of these general terms and conditions shall be made available to the entrepreneur. If this is not reasonably possible, before the remote agreement is concluded, it will be indicated that the general terms and conditions can be inspected at the entrepreneur's premises and they will be sent free of charge as soon as possible at the entrepreneur's request.
3. If the distance contract is concluded electronically, contrary to the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions may be made available to the entrepreneur electronically in such a way that it can be stored by the entrepreneur in a simple manner 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 electronically or otherwise free of charge at the entrepreneur's request.
4. 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, in the event of conflicting general terms and conditions, the entrepreneur can always invoke the applicable provision that is most favourable to him.
5. If one or more provisions in these general terms and conditions are at any time wholly or partially void or annulled, the agreement and these terms and conditions shall for the rest remain in force and the relevant provision shall be replaced without delay, in mutual consultation, by a provision that approximates the purport of the original as closely as possible.
6. Situations not provided for in these general terms and conditions should be assessed 'in the spirit' of these general terms and conditions.
7. Uncertainties about the interpretation or content of one or more provisions of our terms and conditions must be interpreted 'in the spirit' of these general terms and conditions.

Article 4 - The offer

1. If an offer has a limited period of validity or is made subject to conditions, this shall be explicitly stated in the offer.
2. The offer is without obligation. The entrepreneur is entitled to change and adjust the offer.
3. The offer contains a complete and accurate description of the products and/or services on offer. The description is sufficiently detailed to enable a proper assessment of the offer by the entrepreneur. If the entrepreneur uses images, these are a truthful representation of the products and/or services on offer. Obvious mistakes or obvious errors in the offer do not bind the entrepreneur.
4. All images, specifications data in the offer are indicative and cannot be a reason for compensation or dissolution of the agreement.
5. Images of products are a true representation of the products offered. Entrepreneur cannot guarantee that the colours displayed correspond exactly to the real colours of the products.

6. Each offer contains such information that it is clear to the entrepreneur what the rights and obligations are, which are attached to the acceptance of the offer. This concerns in particular:

- the price including taxes;
- any shipping costs
- the way in which the agreement will be concluded and which actions are necessary for this; whether or not the right of withdrawal is applicable;
- the method of payment, afl delivery and performance of the agreement;
- the period for accepting the offer, or the period within which the entrepreneur guarantees the price;
- the height of the tariff for distance communication if the costs of using the technique for distance communication are calculated on a basis other than the regular basic tariff for the means of communication used;
- whether the agreement will be archived after conclusion and, if so, in which way it can be consulted by the entrepreneur;
- the way in which the entrepreneur, before concluding the contract, can check and, if desired, rectify the data provided by him as part of the contract;
- any languages other than Dutch in which the contract can be concluded;
- the codes of conduct to which the trader is subject and the manner in which the trader can consult these codes of conduct electronically; and
- the minimum duration of the distance contract in case of an extended transaction.

Article 5 - The agreement

1. Subject to the provisions in paragraph 4, the agreement comes into effect at the moment of acceptance by the entrepreneur of the offer and fulfilment of the conditions thereby stipulated.
2. If the entrepreneur has accepted the offer electronically, Gingerly B.V. shall immediately confirm receipt of acceptance of the offer electronically. As long as this acceptance has not been confirmed by Gingerly B.V., the entrepreneur may dissolve the contract.
3. If the agreement is concluded electronically, Gingerly B.V. shall take appropriate technical and organisational measures to protect the electronic transfer of data and shall ensure a secure web environment. If the consumer can pay electronically, Gingerly B.V. shall observe appropriate security measures for this purpose.
4. Gingerly B.V. may inform itself - within legal frameworks - whether the entrepreneur can meet his payment obligations, as well as of all those facts and factors which are important for a responsible conclusion of the distance contract. If, based on this investigation, Gingerly B.V. has good grounds not to enter into the contract, it shall be entitled to refuse an order or application or to attach special conditions to the execution, giving reasons.
5. Gingerly B.V. shall include the following information with the product or service to the entrepreneur, in writing or in such a way that it can be stored by the entrepreneur in an accessible manner on a durable data carrier:
 - the visiting address of the branch of Gingerly B.V. where the entrepreneur can lodge complaints;
 - the conditions under which and the way in which the entrepreneur can make use of the right of withdrawal, or a clear notification regarding the exclusion of the right of withdrawal;
 - the information on guarantees and existing after-sales services;
 - the data included in article 4 paragraph 3 of these conditions, unless the entrepreneur has already provided these data to the entrepreneur before the implementation of the agreement;
 - the requirements for terminating the agreement if the agreement has a duration of more than one year or is of indefinite duration.
6. In case of an extended duration transaction, the provision in the previous paragraph only applies to the first delivery.
7. Each agreement is entered into under the suspensive conditions of sufficient availability of the relevant products.

Article 6 - Right of withdrawal

On delivery of products:

1. When purchasing products, the entrepreneur has the possibility of dissolving the agreement without giving reasons as soon as delivery has not taken place as stated on the order.
2. If the entrepreneur wishes to make use of his right of withdrawal, he is obliged to make this known to Gingerly B.V. within 7 days, after receipt of the product. The entrepreneur shall make this known via the contact form or by another means of communication such as e-mail. After the entrepreneur has made it known that he wishes to use his right of withdrawal, the customer must return the product within 7 days. The entrepreneur has to prove that the delivered goods were returned in time, for instance by means of a proof of shipment.
3. If the customer after a lapse of the periods mentioned in paragraph 2 has not expressed his/her wish to exercise his/her right of withdrawal or has not returned the product to Gingerly B.V., the purchase is a fact.

Article 7 - Costs in case of withdrawal

1. If the consumer exercises his/her right of withdrawal, he/she shall bear at most the costs of return shipment.
2. If the entrepreneur has paid an amount, the entrepreneur will refund this amount as soon as possible, but at the latest within 14 days after revocation. This is subject to the condition that the product has already been received back by the distributor or that conclusive evidence of complete return can be provided. Refunds will be made via the same payment method used by the entrepreneur unless the entrepreneur explicitly authorises a different payment method.
3. If the product is damaged due to careless handling by the entrepreneur himself, the entrepreneur shall be liable for any decrease in value of the product.
4. The trader cannot be held liable for diminished value of the product if Gingerly B.V. has not provided all legally required information about the right of withdrawal, this should be done before the conclusion of the purchase agreement.

Article 8 - Exclusion of right of withdrawal

1. Gingerly B.V. may exclude the trader's right of withdrawal for products as described in paragraph 2 and
 3. The exclusion of the right of withdrawal applies only if the trader clearly stated this in the offer, at least timely before the conclusion of the agreement, has stated this.
2. Exclusion of the right of withdrawal is only possible for products:
 - a. that have been made by Gingerly B.V. in accordance with specifications from the entrepreneur; b. that are clearly businesslike in nature;
 - c. which by their nature cannot be returned
 - d. which spoil or age quickly
 - e. whose price is subject to fluctuations on the financial market over which the trader has no influence
 - has no influence on;
 - f. for individual newspapers and magazines;
 - g. for audio and video recordings and computer software of which the trader has broken the seal;
 - h. for hygienic products of which the entrepreneur 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 certain date or during a certain period;
 - b. whose delivery has started with the express consent of the entrepreneur before the cooling-off period has expired;
 - c. relating to bets and lotteries.

Article 9 - The price

1. During the validity period stated in the offer, the prices of the products and/or services offered shall not be increased, except for price changes due to changes in VAT rates.
2. Notwithstanding the previous paragraph, Gingerly B.V. may offer products or services whose prices are subject to fluctuations in the financial market and over which Gingerly B.V. has no influence, with variable prices. This connection to fluctuations and the fact that any prices quoted are target prices shall be stated with the offer.
3. Price increases within 3 months of the conclusion of the agreement shall only be permitted if they result from statutory regulations or provisions.
4. Price increases from 3 months after the conclusion of the agreement are only allowed if the entrepreneur has stipulated it and:
they are the result of legal regulations or stipulations; or
the entrepreneur is authorised to terminate the contract on the day on which the price increase takes effect.
5. The prices mentioned in the offer of products or services include VAT.
6. All prices are subject to printing and typesetting errors. No liability shall be accepted for the consequences of printing and typesetting errors. In case of misprints Gingerly B.V. is not obliged to deliver the product according to the incorrect price.

Article 10 - Conformity and guarantee

1. Gingerly B.V. warrants 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 provisions and/or government regulations existing at the date of conclusion of the agreement. If agreed, Gingerly B.V. also guarantees that the product is suitable for other than normal use.
2. A guarantee provided by the trader, manufacturer or importer shall not detract from the legal rights and claims which the trader may assert against Gingerly B.V. under the contract.
3. Any defects or faulty products delivered must be reported to Gingerly B.V. in writing within 2 months of delivery. Products must be returned in the original packaging and in new condition.
4. The warranty period of Gingerly B.V. corresponds to the manufacturer's warranty period. However, Gingerly B.V. is never responsible for the final suitability of the products for each individual application by the entrepreneur, nor for any advice regarding the use or application of the products.
5. The guarantee does not apply if:
the entrepreneur has repaired and/or modified the delivered products himself or has had them repaired and/or modified by third parties;
the delivered products have been exposed to abnormal conditions or otherwise treated carelessly or contrary to the instructions of Gingerly B.V. and/or on the packaging;
the inadequacy is entirely or partially the result of regulations imposed or to be imposed by the government on the nature or quality of the materials used.

Article 11 - Delivery and execution

1. Gingerly B.V. shall exercise the greatest possible care when receiving and executing orders for products and when assessing requests for the provision of services.
2. The place of delivery is the address made known to the company by the entrepreneur.
3. With due observance of that stated in paragraph 4 of this article, the company will execute accepted orders expeditiously but at the latest within 30 days, unless the entrepreneur has agreed to a longer delivery period. If delivery is delayed, or if an order cannot or can only be partially carried out, the entrepreneur will be informed about this at the latest 30 days after the order was placed. In that case, the entrepreneur has the right to dissolve the agreement without costs. The entrepreneur is not entitled to compensation for damages.
4. All delivery periods are indicative. The entrepreneur cannot derive any rights from any periods stated. Exceeding a deadline does not entitle the entrepreneur to compensation for damages.
5. In case of dissolution in accordance with paragraph 3 of this article, Gingerly B.V. shall refund the amount paid by the entrepreneur as soon as possible, but at the latest within 14 days after dissolution.
6. If delivery of an ordered product proves impossible, Gingerly B.V. shall endeavour to make available a replacement article. Clear and comprehensible notice that a replacement article is being delivered shall be given no later than at the time of delivery. With replacement items, the right of withdrawal cannot be excluded. The costs of any return shipment shall be borne by Gingerly B.V.
7. The risk of damage and/or loss of products rests with the carrier until the moment of delivery to the entrepreneur or a representative designated in advance and made known to Gingerly B.V., unless expressly agreed otherwise.

Article 12 - Duration transactions: duration, termination and renewal

Termination

1. The Entrepreneur may terminate an open-ended contract that has been entered into for the regular aflierial supply of products (including electricity) or services at any time, subject to agreed termination rules and a notice period of no more than one month.
2. The Entrepreneur may terminate a fixed-term contract that has been concluded for the regular aflierivery of products (including electricity) or services at any time towards the end of the fixed term in compliance with the applicable termination rules and a period of notice that does not exceed one month.
3. The entrepreneur can terminate the agreements mentioned in the previous paragraphs: terminate at any time and not be limited to termination at a specific time or in a specific period; at least terminate them in the same way as they were entered into by him; always terminate with the same notice period as Gingerly B.V. has stipulated for itself.

Renewal

1. An agreement that has been entered into for a definite period and that extends to the regular aflevering of products (including electricity) or services may not be tacitly extended or renewed for a definite period.
2. Contrary to the previous paragraph, a fixed-term contract that was concluded for the regular aflierivery of daily or weekly newspapers and magazines may be tacitly renewed for a fixed term not exceeding three months, if the entrepreneur can terminate this extended contract at the end of the extension with a notice period not exceeding one month.
3. A fixed-term contract that has been concluded for the regular aflierial supply of products or services may only be tacitly extended for an indefinite period of time if the entrepreneur may terminate this extended contract at any time with a period of notice that does not exceed one month and a period of notice that does not exceed three months in case the contract extends to the regular aflierial supply of daily, news and weekly newspapers and magazines, but less than once a month.
4. An agreement with a limited duration to regularly affect daily or weekly newspapers and magazines for introductory purposes (trial or introductory subscription) is not tacitly continued and ends automatically after the end of the trial or introductory period.

Duration

1. If a contract has a duration of more than one year, after one year the entrepreneur may terminate the contract at any time with a notice period not exceeding one month, unless reasonableness and fairness oppose termination before the end of the agreed duration.

Article 13 - Payment

1. Unless otherwise agreed, the amounts owed by the entrepreneur shall be paid within 7 working days after the start of the reflection period as referred to in article 6 paragraph 1. In case of an agreement to provide a service, this period starts after the entrepreneur has received the confirmation of the agreement.
2. The entrepreneur has the duty to report inaccuracies in payment details provided or mentioned immediately to the entrepreneur.
3. In case of non-payment by the entrepreneur, Gingerly B.V. has the right, subject to legal restrictions, to charge the reasonable costs made known to the entrepreneur in advance.

Article 14 - Complaints procedure

1. Gingerly B.V. has a sufficiently publicised complaints procedure and shall deal with complaints in accordance with this complaints procedure.
2. Complaints about the performance of the contract must be submitted to Gingerly B.V. fully and clearly described within 2 months, after the entrepreneur has identified the defects.
3. Complaints submitted to Gingerly B.V. shall be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeably longer processing time, Gingerly B.V. will respond within the 14-day period with a notice of receipt and an indication of when the entrepreneur can expect a more detailed answer.
4. If the complaint cannot be solved by mutual agreement a dispute arises which is subject to the dispute settlement procedure.
5. In case of complaints, an entrepreneur should first turn to Gingerly B.V.. It is also possible to register complaints via the European ODR platform (<http://ec.europa.eu/odr>). Webshop is currently not a member of a quality mark with a disputes committee.
6. A complaint does not suspend the obligations of Gingerly B.V. unless Gingerly B.V. indicates otherwise in writing.
7. If a complaint is found by Gingerly B.V. to be well-founded, Gingerly B.V. shall at its discretion either replace or repair the delivered products free of charge.

Article 15 - Disputes

1. Contracts between Gingerly B.V. and the entrepreneur to which these general terms and conditions relate shall be governed exclusively by Dutch law. Also if the entrepreneur is resident abroad.
2. The Vienna Sales Convention is not applicable.

Article 16 - Additional or different provisions

Additional provisions or provisions deviating from these general terms and conditions may not be to the detriment of the entrepreneur and must be recorded in writing or in such a way that the entrepreneur can store them in an accessible manner on a durable data carrier.