

Terms and Conditions ONLINE SALES (B2C)

Article 1: Definitions

1. Cuori Esca, established in Hengelo (The Netherlands), KvK-number 73681938, is referred to as the seller in these general terms and conditions. 2. The other party of the seller is referred to as the buyer in these general terms and conditions. 3. The parties are the seller and the buyer together. 4. The agreement refers to the purchase agreement between the parties.

Article 2: Applicability of general terms and conditions

1. These terms and conditions apply to all quotations, offers, agreements and deliveries of services or goods by or on behalf of the seller. 2. Deviation from these terms and conditions is only possible if this has been explicitly agreed in writing by the parties.

Article 3: Payment

1. The full purchase price is always paid immediately in the shop. In some cases, a deposit is expected for reservations. In that case, the buyer will receive proof of the reservation and the prepayment. 2. If the buyer does not pay on time, he is in default. If the buyer remains in default, the seller is entitled to suspend the obligations until the buyer has fulfilled his payment obligation. 3. If the buyer remains in default, the seller will proceed to collection. The costs related to that collection will be borne by the buyer. These collection costs are calculated on the basis of the Decree on compensation for extrajudicial collection costs. 4. In the event of liquidation, bankruptcy, seizure or suspension of payment of the buyer, the claims of the seller on the buyer are immediately due and payable. 5. If the buyer refuses to cooperate with the performance of the order by the seller, he is still obliged to pay the agreed price to the seller.

Article 4: Offers, quotations and price

1. Offers are without obligation, unless a term of acceptance is stated in the offer. If the offer is not accepted within that period, the offer will lapse. 2. Delivery times in quotations are indicative and do not entitle the buyer to dissolution or compensation if they are exceeded, unless the parties have explicitly agreed otherwise in writing. 3. Offers and quotations do not automatically apply to repeat orders. Parties must agree explicitly and in writing. 4. The price stated on offers, quotations and invoices consists of the purchase price including any VAT owed and any other government levies.

Article 5: Right of withdrawal

1. The consumer is entitled to terminate the agreement within 14 days of receipt of the order without giving any reason (right of withdrawal). The term starts to run from the moment the (entire) order is received by the consumer. 2. There is no right of withdrawal if the products are tailor-made according to his specifications or have a short shelf life. 3. The consumer can use a withdrawal form from the seller. The seller is obliged to make this available to the buyer immediately after the buyer's request. 4. 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 assess whether he wishes to keep the product. If he exercises his right of withdrawal, he will return the unused and undamaged product with all accessories supplied and - if reasonably possible - in the original shipping packaging to the seller, in accordance with the reasonable and clear instructions provided by the entrepreneur. 5. You will receive the total purchase amount back on the payment option you have chosen. When you return the product or products to Cuori Esca, the costs are for the buyer.

Article 6: Amendments to the agreement

1. If during the execution of the agreement it appears that for a proper execution of the assignment it is necessary to change or supplement the work to be performed, the parties will adjust the agreement accordingly in good time and in mutual consultation. 2. If the parties agree that the agreement will be amended or supplemented, the time of completion of the performance may be affected. The seller will inform the buyer of this as soon as possible. 3. If the amendment or addition to the agreement has financial and / or qualitative consequences, the seller will inform the buyer thereof in writing in advance. 4. If the parties have agreed on a fixed price, the seller will indicate to what extent the change or supplement to the agreement will result in this price being exceeded. 5. Contrary to the provisions of the third paragraph of this article, the seller cannot charge additional costs if the change or addition is the result of circumstances that can be attributed to him.

Article 7: Delivery and transfer of risk

1. As soon as the purchased item has been received by the buyer, the risk passes from seller to buyer.

Article 8: Research, complaints

1. The buyer is obliged to inspect the delivered goods at the time of delivery, but in any case within the shortest possible term. In doing so, the buyer should investigate whether the quality and quantity of the delivered items correspond to what the parties have agreed, or at least that the quality and quantity meet the requirements that apply to them in normal (trade) traffic. 2. Complaints regarding damage, shortages or loss of delivered goods must be submitted by the buyer to the seller in writing within 10 working days after the day of delivery of the goods. 3. If the complaint is declared well-founded within the set term, the seller has the right to either repair or redeliver, or to cancel delivery and to send the buyer a credit note for that part of the purchase price. 4. Minor and / or customary deviations and differences in quality, quantity, size or finish cannot be invoked against the seller. 5. Complaints with regard to a specific product have no influence on other products or parts belonging to the same agreement. 6. Complaints will no longer be accepted after the buyer has processed the goods.

Article 9: Samples and models

1. If a sample or model has been shown or provided to the buyer, it is presumed to have been provided only as an indication without the item to be delivered having to comply with it. This is different if the parties have explicitly agreed that the item to be delivered will correspond with this. 2. In the case of contracts relating to immovable property, the surface area or other dimensions and indications are also presumed to be merely an indication, without the item to be delivered having to correspond to it.

Article 10: Delivery

1. Delivery takes place "ex works / shop / warehouse". This means that all costs are for the buyer. 2. The buyer is obliged to take delivery of the goods at the time that the seller delivers them or has them delivered to him, or at the time when these goods are made available to him in accordance with the agreement. 3. If the buyer refuses to take delivery or is negligent in providing information or instructions that are necessary for the delivery, the seller is entitled to store the goods at the expense and risk of the buyer. 4. If the goods are delivered, the seller is entitled to charge any delivery costs. 5. If the seller needs information from the buyer for the performance of the agreement, the delivery time will commence after the buyer has made this information available to the seller. 6. A term for delivery stated by the seller is indicative. This is never a deadline. If the term is exceeded, the buyer must give the seller written notice of default. 7. The seller is entitled to deliver the goods in parts, unless the parties have agreed otherwise in writing or the partial delivery has no independent value. The seller is entitled to invoice these parts separately upon delivery in parts.

Article 11: Force majeure

1. If the seller cannot, not timely or properly fulfill his obligations under the agreement due to force majeure, he is not liable for damage suffered by the buyer. 2. By force majeure the parties in any case mean any circumstance that the seller could not take into account at the time of entering into the agreement and as a result of which the normal performance of the agreement cannot reasonably be expected by the buyer, such as illness, war or danger of war. civil war and riot, molestation, sabotage, terrorism, power failure, flood, earthquake, fire, company occupation, strikes, workers' exclusion, changed government measures, transportation difficulties, and other disruptions in the seller's business. 3. Furthermore, the parties understand by force majeure the circumstance that supply companies on which the seller is dependent for the performance of the agreement do not fulfill the contractual obligations towards the seller, unless the seller can be blamed for this. 4. If a situation as referred to above arises as a result of which the seller is unable to fulfill his obligations towards the buyer, then those obligations will be suspended as long as the seller is unable to meet his obligations. If the situation referred to in the previous sentence has lasted 30 calendar days, the parties have the right to dissolve the agreement in writing in whole or in part. 5. If the force majeure continues for more than three months, the buyer has the right to dissolve the agreement with immediate effect. Dissolution is only possible by a registered letter.

Article 12: Transfer of rights

1. Rights of a party under this agreement cannot be transferred without the prior written consent of the other party. This provision applies as a clause with property law effect as referred to in Article 3:83, second paragraph, of the Dutch Civil Code.

Article 13: Retention of title and right of retention

1. The goods present at the seller and delivered goods and parts remain the property of the seller until the buyer has paid the entire agreed price. Until that time, the seller can invoke his retention of title and take back the goods. 2. If the agreed amounts to be paid in advance are not paid or not paid on time, the seller has the right to suspend the work until the agreed part has been paid. There is then a creditor's default. In that case a late delivery cannot be invoked against the seller. 3. The seller is not authorized to pledge or encumber in any other way the goods subject to retention of title. 4. The seller undertakes to insure the goods delivered to the buyer subject to retention of title and to keep them insured against fire, explosion and water damage as well as against theft and to make the policy available for inspection on first request. 5. If goods have not yet been delivered, but the agreed advance payment or price has not been paid in accordance with the agreement, the seller has the right of retention. In that case, the item will not be delivered until the buyer has paid in full and in accordance with the agreement. 6. In the event of liquidation, insolvency or suspension of payments of the buyer, the buyer's obligations are immediately due and payable.

Article 14: Liability

1. Any liability for damage arising from or in connection with the performance of an agreement is always limited to the amount that is paid out in the relevant case by the liability insurance policy (s) taken out. This amount is increased by the amount of the deductible according to the relevant policy. 2. The seller's liability for damage resulting from intent or willful recklessness on the part of the seller or his managerial subordinates is not excluded.

Article 15: Complaint obligation

1. The buyer is obliged to immediately report complaints about the work performed to the seller. The complaint contains a description of the shortcoming that is as detailed as possible, so that the seller is able to respond adequately. 2. If a complaint is justified, the seller is obliged to repair the goods and replace them if necessary.

Article 16: Guarantees

1. If guarantees are included in the agreement, the following applies. The seller guarantees that the item sold conforms to the agreement, that it will function without defects and that it is suitable for the use that the buyer intends to make of it. This warranty applies for a period of six calendar months after receipt of the items sold by the buyer. 2. The purpose of the guarantee referred to is to create such a risk distribution between the seller and the buyer that the consequences of a breach of a warranty are always fully at the expense and risk of the seller and that the seller can never accept a breach of a warranty in this respect. invoke article 6:75 BW. The provisions of the previous sentence also apply if the infringement was known to the buyer or could have been known by carrying out an investigation. 3. The said warranty does not apply if the defect has arisen as a result of injudicious or improper use or if - without permission - the buyer or third parties have made changes or tried to make or used the purchased item for purposes for which it was not intended. . 4. If the warranty provided by the seller relates to an item produced by a third party, the warranty is limited to the warranty provided by that producer.

Article 17: Applicable law and competent court

Dutch law is exclusively applicable to every agreement between the parties. 2. The Dutch court in the district where Cuori Esca is established / has a practice / office has exclusive jurisdiction to hear any disputes between the parties, unless the law prescribes otherwise. 3. The applicability of the Vienna Sales Convention is excluded. 4. If one or more provisions of these general terms and conditions are regarded as unreasonably onerous in legal proceedings, the other provisions will remain in full force.