

General terms & conditions

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Article 1 Application

These General Terms apply to all offers made by **Netjes Miniaturen.nl**, referred to below as "Netjes Miniaturen" and all agreements with Netjes Miniaturen as far as parties have not explicitly agreed in written statement that these General Terms do not apply.

1

Customers who wish to use their own terms and conditions must have Netjes Miniaturen explicit agreement in writing.

2

Deviations of the General Terms are only applicable if these have been agreed upon in a written statement in which case all other articles of these General Terms remain applicable without change.

3

When accepting an offer or placing an order the Customer accepts the applicability of these General Terms.

4

A Customer is defined as each visitor to the website or any person or legal entity having a contractual relation or intending to having a contractual relation with Netjes Miniaturen.

5

Netjes Miniaturen is entitled to update or append to these General Terms over time.

6

By using Netjes Miniaturen internet site and/or placing an order, the Customer accepts these General Terms as well as all other legal rights and obligations as printed on the internet site.

7

Netjes Miniaturen is authorized to make use of intermediaries and other third parties while executing the agreement with a Customer. In such cases these General Terms are applicable as well without change.

8

Article 2 Corporate Identity

Netjes Miniaturen has its seat at Domineeswei 8, 2231 ZS Rijnsburg in The Netherlands. The company is registered at the Chamber of Commerce under registration number: **64873234**. The VAT-identification number is **NL001181006B85**.

E-mailaddress : info@netjesminiaturen.nl

Phone **0031-621203213**

Article 3 Offers/agreements

All offers made by Netjes Miniaturen are without obligation and as far as items are in stock.

1

Netjes Miniaturen explicitly has the right to update prices, in particular when this is required by law/legal.

2

An agreement is reached when an order confirmation has been sent to the Customer based on the Customers' order information via email to the email address as supplied by the Customer. The Customer and Netjes Miniaturen agree explicitly that using electronic means of communication results in a valid agreement as soon as the order confirmation has been sent to the Customer. Electronic archives of Netjes Miniaturen are considered legally acceptable valid evidence or indication of evidence.

3

Information, graphics, images, oral announcements, given by telephone or via email as well as statements et cetera with regards to all offers and the most important characteristics of products are displayed or made in the most accurate manner. However, Netjes Miniaturen does not guarantee that all offers and products comply to the given information et cetera completely. Deviations in principle cannot lead to compensation and/or cancellation.

4

Article 4 Prices and payments

All prices quoted by Netjes Miniaturen are in **Euro, including VAT and excluding shipment costs and administration fees**, unless explicitly stated otherwise or agreed upon in a written statement.

1

Shipment costs and administration fees are listed on the internet site. These costs and fees are dependent on the value of the order measure of payment and the requested shipping method.

2

Netjes Miniaturen offers the Customer the opportunity to insure goods to be shipped. The insurance costs are charged to the Customer and are listed on the internet site.

3

Special offers are only valid during the period quoted on the internet site with respect to that specific offer.

4

Netjes Miniaturen cannot be held responsible for offers which contain what a reasonable person would consider obvious mistakes or typographical errors.

5

Special Offers do not automatically apply to repeat orders.

6

The amount due on orders may be paid in one of the following ways:

- the Customer pays the amount due including shipment costs, administration fees (and insurance costs) in advance, via **IBAN bank account** as stated on the invoice, received by the Customer by **Mollie B.V.** (digital payment processor) in the name of, Netjes Miniaturen
- the Customer pays the amount due including shipment costs, administration fees (and insurance costs) in advance to the **Paypal** account of **Netjes Miniaturen**.
- Unfortunately payment by Creditcard is not active yet.

7

Agreements for which any due payment has not been received by Netjes Miniaturen after four weeks of the initial order date, will automatically be cancelled.

8

Article 5 Delivery

Netjes Miniaturen holds most items in stock. (Except of specially made items) Under normal circumstances, if a product is (temporarily) out of stock, it cannot be chosen from the menu.

Orders are usually shipped within three working days upon receiving the complete payment. The aforementioned shipping period is strictly indicative and is not guaranteed. If this shipping period is exceeded, the Customer is not entitled to any claim for compensation nor does the Customer have the right to cancel the agreement in such case, unless the delay is of such duration that the Customer could reasonably not be expected to keep the agreement. In such cases the Customer is entitled to

1

cancel the order or dissolve the agreement as far as this is necessary. Amounts that have been prepaid to Netjes Miniaturen with regards to the cancelled order will be returned.

If the Customer is interested in ordering (a) product(s) an item that is temporarily out of stock, the Customer can contact Netjes Miniaturen by info@netjesminiaturen.nl for the possibilities to order this item. Netjes Miniaturen will indicate when the specific item(s) will become available again, via E-mail or phone.

2

The order is shipped to the shipping address as supplied by the Customer when the agreement is completed.

The Customer will receive an E-mail with a corresponding Track and trace code, for the parcel.

3

The customer has the right to terminate the contract without charge if the delivery exceeds 30 days.

4

Article 6 Ownership

The ownership of products is passed to the Customer when they have fulfilled their obligations with regard to the agreement.

The risk with regard to the products is passed to the Customer at the moment Netjes Miniaturen places the products at the disposal of the delivering party.

Netjes Miniaturen offers the facility to ship the goods insured. The insurance costs are listed on the internet site and will be charged to the Customer.

Any return shipments to Netjes Miniaturen is at the risk and costs of the Customer and must be accompanied by a written statement explaining the reason(s) of the return.

1

Article 7 Return of products

The Customer is obliged to thoroughly check upon delivery whether the products meet the agreement. The Customer must take into account small size and colour differences of the products compared to those displayed on the internet site. If a product does not satisfy the agreement, the Customer must inform Netjes Miniaturen in writing/ E-mail as soon as possible, but in any case within fourteen (14) working days after delivery, or as soon as checking could reasonably be performed. ‘

Items, specially made for the Customer are excluded from the right of return!

1

If it is evident products do not meet the agreement, Netjes Miniaturen has the option to replace the specific products upon their receipt by new products or return the invoiced value of the returned products.

2

If the Customer does not wish to keep a product for any reason, the Customer is entitled to return the product to Netjes Miniaturen within thirty (30) days after delivery took place. In this case return shipments are only accepted if the products are not damaged or used.

3

If the Customer uses his/her right to return articles as mentioned in the above paragraph, Netjes Miniaturen will repay the amount the Customer paid to Netjes Miniaturen within fourteen (14) days after receiving the return shipment.

4

The Customer is responsible for wrapping the item(s) carefully for return **(another packaging than the original one is not a problem, as long as the item is carefully wrapped and has not been used, according to the return policy.)**, for the costs of shipment and holds the risk of returning products until Netjes Miniaturen has received them.

5

Some items have a seal. Once the seal is broken, this item cannot be returned.

Article 8 Guarantee and liability

1 Netjes Miniatures guarantees, that products meet the agreement and in the offer stated specifications, to the reasonable requirements of reliability and/or usability.

2

Netjes Miniaturen can never be obliged to pay any compensation to the Customer or third party, unless it is a question of malice or major fault on Netjes Miniaturen's part. Netjes Miniaturen may never be held responsible for collateral damage, damage to business, indirect damage and loss of profit or turnover.

3

If Netjes Miniaturen is obliged for any reason to compensate any damage, the compensation is never more than the amount on the invoice for the product or service that caused the damage.

Article 9 Force majeure

In case of force majeure Netjes Miniature is not obliged to honour its obligations to the Customer or the obligation is held up for as long as the force majeure lasts.

1

Force majeure is any circumstance Netjes Miniaturen has no control over, preventing Netjes Miniaturen from honouring its obligations towards the Customer fully or partially. These circumstances include strike, fire, business disturbance, energy supply faults, non-delivery or not-in-time delivery by suppliers or other called in third parties and the absence of any government issued license. Disturbances in a (telecommunication) network or used communication systems as well as the unavailability of the internet site at any time are also understood by Force majeure.

2

Article 10 Intellectual property

The Customer recognizes explicitly that all right of intellectual property of the reported information, graphics, announcements or other expressions regarding the products, the inspiration and the internet site in general are vested in Netjes Miniaturen, its suppliers or other rightful claimants.

1

Intellectual property includes patents, copyright, trademarks, graphical and modeling rights and other (intellectual property) rights, including technical and/or commercial know how, methods and design, both charterable and not charterable.

2

It is prohibited to use, including making adaptations, intellectual property rights as described in this article, such as duplication, without the explicit preceding written permission of Netjes Miniaturen, her suppliers or other rightful claimants, unless the use is purely personal in relation to the product itself.

3

Article 11 Privacy (see “Privacy Statement”)

All data provided by the Customer, is strictly confidential and will be used for the following purposes:

- processing the order, the payment of the order and delivery to the provided delivery address
- advancing the user friendliness of the internet site
- facilitating personal offers and providing relevant information or newsletters

1

Netjes Miniaturen observes the applicable privacy rules and laws.

2

Netjes Miniaturen does not provide customer data to third parties, except of own processors (see Privacy Statement)

3

Article 12 Applicable law and competent court

Dutch law is exclusively applicable to all rights, obligations, offers, orders and agreements to which these General Terms and Conditions apply as well as these General Terms and Conditions.

1

The applicability of The United Nations Convention on Contracts for the International Sale of Goods (CISG) is explicitly disqualified.

2

All disputes between parties will be exclusively propounded to the competent court in the Netherlands.

3

Article 13 Supplementary provisions/Exceptional provisions

1 All correspondence should be addressed to Netjes Miniaturen, Domineeswei 8, 2231 ZS Rijnsburg, The Netherlands or E-mail address info@netjesminiaturen.nl

2 When Netjes Miniaturen has permitted departures for a short or longer period of time, tacitly or not, it does not affect its right to require direct and strict fulfilment of these General Terms and Conditions. The Customer does not have any claim based on the fact Netjes Miniaturen has flexibly applied these General Terms and Conditions.