

Delivery terms, refund and returns policy AH Shop

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Article 1 - Definitions

In these conditions the following definitions apply:

1. **Additional agreement:** an agreement whereby the consumer/wholesaler 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 a agreement between that third party and the entrepreneur;
2. **Reflection period** : the period within which the consumer/wholesaler can exercise his right of withdrawal;
3. **Consumer** : the natural person who does not act for purposes related to his trade, business, craft or profession;
4. **Wholesale trader** : the natural person who acts for purposes related to his trade, business, craft or professional activity;
5. **Day** : calendar day;
6. **Digital content** : data produced and delivered in digital form;
7. **Duration agreement** : an agreement that extends to the regular delivery of goods, services and/or digital content during a certain period;
8. **Durable data carrier:** any tool - including e-mail - that enables the consumer/wholesaler or entrepreneur to store information that is personally addressed to him in a manner that allows future consultation or use for a period tailored to the purpose for which the information is intended, and which allows unaltered reproduction of the stored information;
9. **Right of withdrawal** : the option of the consumer/wholesaler to cancel the distance contract within the cooling-off period;
10. **Entrepreneur** : the natural or legal person AH-Shop who offers products to consumers/wholesalers;
11. **Distance agreement** : an agreement concluded between the entrepreneur and the consumer/wholesaler in the context of an organized system for distance sales of products, digital content and/or services, whereby up to and including the conclusion of the agreement, exclusively or partly one or more techniques for remote communication are used;
12. **Remote communication technology** : means that can be used to conclude an agreement, without the consumer/wholesaler and entrepreneur having to meet in the same room at the same time.

Article 2 - identity of the entrepreneur

Name of entrepreneur: AH Shop

Business address:

Hoorn 133

2404 HH Alphen a/d Rijn Nederland

T (+31) 172-235888

T (+31) 6-14016640E info@ah-shop.nl

Accessibility: Monday to Friday from 8:00 AM to 5:00 PM

E-mail address: customersupport@ah-shop.nl

Chamber of Commerce number: 58017518

VAT identification number: NL850749189B01

Article 3 - Applicability

1. These general terms and conditions apply to every offer from the entrepreneur and to every distance contract concluded between the entrepreneur and the consumer/wholesaler.
2. Before the distance contract is concluded, the text of these general terms and conditions will be made available to the consumer/wholesaler. If this is not reasonably possible, the entrepreneur will indicate, before concluding the distance contract, 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/wholesaler.
3. If the distance contract is concluded electronically, notwithstanding the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions can be made available electronically to the consumer/wholesaler in such a way that it can be read by the consumer/wholesaler 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 viewed electronically and that they will be sent free of charge electronically or otherwise at the request of the consumer/wholesaler. .
4. In the event that, in addition to these general terms and conditions, specific product or service terms and conditions also apply, the second and third paragraphs apply mutatis mutandis and in the event of conflicting terms and conditions, the consumer/wholesaler can always rely on the applicable provision that is most appropriate for him. is favorable.

Article 4 - The offer

1. If an offer has a limited period of validity or is made subject to conditions, this will be expressly stated in the offer.
2. The offer contains a complete and accurate description of the products, digital content and/or services offered. The description is sufficiently detailed to enable a good assessment of the offer by the consumer /wholesaler. 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 do not bind the entrepreneur.
3. Each offer contains such information that it is clear to the consumer/wholesaler what the rights and obligations are associated with accepting the offer.

Article 5 - The agreement

1. The agreement is concluded, subject to the provisions of paragraph 4, at the time of acceptance by the consumer/wholesaler of the offer and compliance with the conditions set.
2. If the consumer/wholesaler has accepted the offer electronically, the entrepreneur will immediately confirm receipt of the acceptance of the offer electronically. As long as receipt of this acceptance has not been confirmed by the entrepreneur, the consumer/wholesaler can terminate 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 ensure a safe web environment. If the consumer can pay electronically, the entrepreneur will take appropriate security measures.
4. The entrepreneur can, within legal frameworks, inform himself whether the consumer/wholesaler 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, based on this investigation, the entrepreneur has good reasons not to enter into the agreement, he is entitled to refuse an order or request with reasons or to attach special conditions to the execution.
5. the following information, in writing or in such a way that it can be stored by the consumer / wholesaler in an accessible manner on a durable data carrier, no later than upon delivery of the product, service or digital content to the consumer/wholesaler :
 1. the visiting address of the entrepreneur's branch where the consumer/wholesaler can go with complaints;
 2. the conditions under which and the manner in which the consumer/wholesaler can exercise the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
 3. the information about warranties and existing after-sales service;
 4. the price including all taxes of the product, service or digital content; where applicable, the costs of delivery; and the method of payment, delivery or execution of the distance contract;
 5. the requirements for terminating the agreement if the agreement has a duration of more than one year or is of indefinite duration;
 6. if the consumer/wholesaler has a right of withdrawal, the model withdrawal form.

Article 6 - Right of withdrawal

For products:

1. The consumer/wholesaler can terminate an agreement regarding the purchase of a product during a cooling-off period of 14 days without giving reasons. The entrepreneur may ask the consumer/wholesaler about the reason for withdrawal, but may not oblige him to state his reason(s).
2. The cooling-off period referred to in paragraph 1 commences on the day after the

consumer/wholesaler, or a third party designated in advance by the consumer/wholesaler, who is not the carrier, has received the product, or:

1. if the consumer/wholesaler has ordered multiple 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/wholesaler about this prior to the ordering process, refuse an order for multiple products with different delivery times.
2. if the delivery of a product consists of several shipments or parts: the day on which the consumer/wholesaler, or a third party designated by him, has received the last shipment or part;
3. in the case of agreements for regular delivery of products during a certain period: the day on which the consumer/wholesaler, or a third party designated by him, received the first product.

Article 7 - Obligations of the consumer during the reflection period

1. During the cooling-off period, the consumer/wholesaler 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 basic principle here is that the consumer/wholesaler may only handle and inspect the product as he would in a store.
2. The consumer/wholesaler is only liable for any reduction in value of the product that is the result of handling the product that goes beyond what is permitted in paragraph 1.
3. The consumer/wholesaler is not liable for depreciation of the product if the entrepreneur has not provided him with all legally required information about the right of withdrawal before or at the time of concluding the agreement.

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

1. If the consumer/wholesaler exercises 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/wholesaler shall return the product or hand 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/wholesaler has in any case observed the return period if he returns the product before the cooling-off period has expired.
3. The consumer/wholesaler returns the product with all supplied accessories, 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 burden of proof for the correct and timely exercise of the right of withdrawal lies with the consumer/wholesaler.
5. The consumer/wholesaler bears the direct costs of returning the product. If the entrepreneur has not stated that the consumer/wholesaler must bear

these costs or if the entrepreneur indicates that he will bear the costs himself, the consumer/wholesaler does not have to bear the costs for return.

6. If the consumer/wholesaler exercises his right of withdrawal, all additional agreements will be dissolved by operation of law.

Article 9 - Obligations of the entrepreneur in the event of withdrawal

1. If the entrepreneur enables the notification of withdrawal by the consumer/wholesaler electronically, he will immediately send a confirmation of receipt after receiving this notification.
2. The entrepreneur will reimburse all payments made by the consumer/wholesaler, 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/wholesaler notifies him of the withdrawal. Unless the entrepreneur offers to collect the product himself, he may wait with reimbursement until he has received the product or until the consumer/wholesaler demonstrates that he has returned the product, whichever is the earlier.
3. The entrepreneur uses the same payment method for reimbursement that the consumer/wholesaler used, unless the consumer/wholesaler agrees to a different method. The refund is free of charge for the consumer/wholesaler.
4. If the consumer/wholesaler has opted for a more expensive method of delivery than the cheapest standard delivery, the entrepreneur does not have to reimburse 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 before concluding the agreement:

1. Products manufactured to consumer 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;
2. Products that spoil quickly or have a limited shelf life;
3. Sealed products that are not suitable for return for reasons of health protection or hygiene and of which the seal has been broken after delivery;
4. Products that, by their nature, are irreversibly mixed with other products after delivery;
5. Alcoholic drinks whose price was agreed upon when concluding the agreement, but delivery of which can only take place after 30 days, and whose actual value depends on fluctuations in the market over which the entrepreneur has no influence;

Article 11 - The price

1. During the period of validity stated in the offer, the prices of the products and/or services offered will not be increased, except for price changes as a result of changes in VAT rates.
2. Notwithstanding the previous paragraph, the entrepreneur may offer products or services with variable prices, the prices of which are subject to fluctuations in the financial market and over which the entrepreneur has no influence. This liability to fluctuations and the fact that any prices stated 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 legal 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:
 1. these are the result of legal regulations or provisions; or
 2. the consumer has the right to cancel the agreement with effect from 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 agreement and additional warranty

1. 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.
2. An additional 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 under the agreement if the entrepreneur has failed to fulfill his part of the agreement.
3. An additional guarantee means any obligation of the entrepreneur, his supplier, importer or producer in which he grants the consumer/wholesaler certain rights or claims that go beyond what he is legally obliged to do in the event that he has failed to fulfill his part of the obligations. the agreement.

Article 13 - Delivery and execution

1. The entrepreneur will exercise the utmost care when receiving and executing orders for products and when assessing applications for the provision of services.
2. The place of delivery is the address that the consumer/wholesaler has made known to the entrepreneur.
3. Taking into account what is stated in Article 4 of these general terms and conditions, the entrepreneur will execute accepted orders expeditiously, but no later than within 30 days, unless a different delivery period has been agreed. If delivery is delayed, or if an order cannot be fulfilled or can only be partially fulfilled, the consumer/wholesaler will be notified of this no later than 30 days after he has placed the order. In that case, the consumer has the right to terminate the agreement without costs and is entitled to any compensation.

4. After dissolution in accordance with the previous paragraph, the entrepreneur will immediately refund the amount paid by the consumer/wholesaler.
5. The risk of damage and/or loss of products rests with the entrepreneur until the moment of delivery to the consumer/wholesaler or a representative designated in advance and made known to the entrepreneur, unless expressly agreed otherwise.

Article 14 - Payment

1. Unless otherwise stated in the agreement or additional conditions, the amounts owed by the consumer/wholesaler must be paid within 14 days after the start of the reflection period, or in the absence of a reflection 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/wholesaler has received confirmation of the agreement.
2. The consumer/wholesaler has the obligation to immediately report any inaccuracies in payment details provided or stated to the entrepreneur.
3. If the consumer/wholesaler does not fulfill his payment obligation(s) on time, this will be due after the entrepreneur has informed him of the late payment and the entrepreneur has granted the consumer a period of 14 days, starting on the day after receipt of the payment. reminder to still meet its payment obligations, after failure to pay within this 14-day period, statutory interest will be owed on the amount still 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% on the next € 2,500 and 5% on the next € 5,000 with a minimum of € 40. The entrepreneur may deviate from the stated amounts and percentages for the benefit of the consumer/wholesaler.

Article 15 - Complaints procedure

1. The entrepreneur has a sufficiently publicized complaints procedure and handles the complaint in accordance with this complaints procedure.
2. Complaints about the execution of the agreement must be submitted fully and clearly described to the entrepreneur within a reasonable time after the consumer/wholesaler 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 foreseeably longer processing time, the entrepreneur will respond within 14 days with an acknowledgment of receipt and an indication of when the consumer/wholesaler can expect a more detailed response.
4. The consumer/wholesaler must give the entrepreneur at least 4 weeks to resolve the complaint by mutual agreement. After this period, a dispute arises that is subject to the dispute settlement procedure.

Article 16 - Disputes

1. Agreements between the entrepreneur and the consumer/wholesaler to which these general terms and conditions apply are exclusively governed by Dutch law.