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General delivery terms and conditions Easy Candle 2013

General

1.1 These general terms and conditions shall apply to all offers, orders and agreements of easycandle.nl acting under the name Easy Candle, residing on the Vlasakker 48 in Schiedam. Easycandle.nl is a licensed property of Easy Candle, registered at the Chamber of Commerce in The Hague under number 24294787

1.2 By placing an order you consent to the delivery conditions and payments conditions. Easy Candle reserves the right to change these delivery conditions and/or payment conditions after expiration of the duration.

1.3 Deviation of these general terms and conditions can only occur if parties expressly agree to this in writing and in which case the other articles of these general terms and conditions are maintained to the full.

Delivery

2.1 Delivery will take place while stocks last.

2.2 Delivery will take place within 3 to 7 business days. Unless indicated otherwise on the website. Should the delivery period of 3 to 7 business days not be met, the customer will be informed of the correct delivery date through an e-mail of Easy Candle. In that case the customer is authorized to dissolve the agreement with Easy Candle, by indicating this in writing (either business letter or e-mail) to Easy Candle. Easy Candle will agree to a maximum delivery period of 30 days.

2.3 All terms mentioned on the website are indicative. Therefore no rights can be derived from the terms mentioned.

2.4. Any possible payments already made by the customer will be refunded to the customer as soon as possible, but no later than within 14 business days after such time that Easy Candle has received the request for dissolution of the agreement as mentioned in the previous article (article 2.2).

2.5. After the customer has received the ordered article, the customer reserves the right to dissolve the underlying agreement with Easy Candle within seven (7) business days after receipt of the article. The customer does not have to provide any motivation for this.

2.6. Should the customer wish to dissolve the agreement as outlined in article 2.5 of these general terms and conditions, the customer should indicate this in writing (either letter or e-mail) to Easy Candle. The customer should return the article in the correct and undamaged packaging, after consulting Easy Candle, to an address indicated by Easy Candle. In this case, the customer will bear the costs and risks of shipment.

2.7. Should the customer have made any payments at the time of their dissolution of the agreement with Easy Candle as indicated in article 2.5 of these general terms and conditions, Easy Candle is held to refund these payments to the customer within fourteen (14) days after receipt by Easy Candle of the article returned by the customer. The shipping costs Easy Candle had made to send the article to the customer will be deducted from this refund. In short, the customer will receive the amount paid minus the shipping costs.

2.8. Easy Candle reserves the right to refuse returned articles or only credit the paid amount partially, if there is reason to assume that the article has already been opened, used or damaged while under the responsibility of the client (other than Easy Candle or the supplier of the article).

2.9. Should an article be returned that in the opinion of Easy Candle was damaged due to actions or negligence by the customer or otherwise at the risk of the customer, Easy Candle will inform the customer of this event in writing (either letter or e-mail). Easy Candle reserves the right to withhold part of the refund to the customer to the extent that the value of the article has decreased.

Payment conditions and collection costs

3.1 Payment is due within 14 days after invoice date, in a manner as indicated by Easy Candle in the currency of the invoice, unless indicated otherwise in writing by Easy Candle. Easy Candle reserves the right to invoice periodically.

3.2 Should the Other Party not make timely payment on the invoice, the Other Party is legally in default. The Other Party is then held to pay an interest of 1% per month, unless the legal interest is higher than this percentage, in which case the legal interest is indebted. The interest on the claimable amount will be calculated from the moment the Other Party is in default until such time as when the full amount is settled.

3.3 Easy Candle reserves the right to deduct the payments made by the other party firstly from the costs made, secondly from the amount of interest and lastly from the capital sum and the current interest.

3.4 Easy Candle can, without being in default, refuse an offer of payment, if the other party indicates another sequence of payment. Easy Candle is allowed to refuse full payment of the capital sum, if this will not include the interest due, current interest and collection costs.

3.5 The other party is never entitled to deduct the amounts due to Easy Candle.

3.6 Objections towards the height of an invoice do not discontinue the obligation to pay the invoice. The Other Party that is not able to appeal to section 6.5.3 (the articles 231 until and including 247) of the Dutch Civil Code is no more entitled to discontinue payment of an invoice for other reasons.

3.7 Should the other party be held in default or neglect with regard to the (timely) fulfilment of obligations, all reasonable extrajudicial (collecting) costs will be charged to the other party. The extrajudicial costs will be calculated based on what is common in the Dutch collection practice; currently the calculation method as discussed in Report Voorwerk II. Should User have made higher collection costs than indicated in this report which were reasonably necessary, the actual costs made will be taken into consideration. All possible judicial and execution costs made will be charged to the Other Party. The Other Party is also obligated to refund the interest on the indebted collection costs.

Prices/Shipping costs

4.1. All prices as indicated on the website are in Euro's excluding 21% taxes (VAT). For orders in the Netherlands, a contribution to the shipping and handling costs in the amount of euro 6,95* will be charged, unless otherwise indicated or unless otherwise agreed in writing. (*provided the delivery address is in The Netherlands)

4.2 Prices will not be raised in the duration of the offer, unless legal measures make this unavoidable or unless the supplier implements a price raise in the mean time.

4.3 All prices as indicated on the website are stated without accepting any responsibility what so ever for literal mistakes and misprints or for the consequences of literal mistakes and misprints.

Privacy

5.1 Should you place an order with Easy Candle, this means that your data will become part of the customer data file of Easy Candle. Easy Candle abides by the Data Protection Act (Wet Persoonsregistraties) and will not share your information with any other party.

5.2 Easy Candle respects the privacy of the users of its website and will ensure a confidential status of your personal data.

5.3 Easy Candle makes use of a mailing list. Each mailing contains instructions on how to remove yourself from this mailing list.

5.4. The personal data as entered by the customer will become part of the data collection. This information will be used to execute the order of the customer. This information will not be shared with any other parties.

5.5. Unless the customer has indicated that the customer does not wish so, the customer information will become part of a central data file of Easy Candle. This data will be used to keep the customer fully informed on the products and services of Easy Candle. The processing of the customer data will be done in accordance with the relevant legislation and regulations.

5.6. If the customer so desires, the customer may peruse their personal information in the data file of Easy Candle. The customer is entitled to demand changes in the data, should the data be incorrect.

Guarantees

6.1 Easy Candle will ensure that the articles delivered are in accordance with the agreement and with the specifications as indicated in the agreement, and therefore ensures the factory warranty of the article as supplied to the customer.

6.2 The terms of warranty of Easy Candle on the EC-4 and the EC-12 are in accordance with the factory terms of warranty of 1 year. This warranty is null and void if the failing is due to 1. Neglected care or 2. Intentional damages, or 3. Inattention.

6.3 All warranty rights are null and void if any other party than the repair services as indicated by the supplier has performed repairs or other operations on the article.

6.4 Easy Candle does not provide any warranty on the holders.

Liability

7.1 Easy Candle is not liable for any direct or indirect damages including company damages, damages to goods or persons arising from the goods delivered or advice provided or additional information, nor for any damages arising from faulty goods or incorrect assembly of the goods delivered in the broadest sense of the term, unless the liability stems from legislation in the subject of product liability.

7.2 Without prejudice to the above mentioned any possible obligation of Easy Candle to damages in any situation is limited to, at maximum, the value of the goods delivered as indicated on the bill.

Offers

8.1. All offers and proposals are on a non-committal basis, unless otherwise indicated in the offer.

8.2 Should the customer accept the non-committal offer, Easy Candle reserves the right to either revoke the offer or deviate from the offer within the period of 3 business days after having received the acceptance.

8.3 Verbal agreements are not binding for Easy Candle unless and after they have been expressly confirmed in writing.

Agreement

9.1. An agreement between Easy Candle and a customer will only take effect after an order or assignment has been judged as feasible by Easy Candle.

9.2 Easy Candle reserves the right to not accept orders or assignments without any motivation or only accept these under the condition that shipment will be executed after advance payment.
Images and specifications

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10.1 All images, photo's, drawings etcetera and (technical) specifications, among other things data about weight, sizes, colours etcetera on the Easy Candle website are approximate and are only indicative; they cannot be grounds for damages or dissolution of the agreement.

Force Majeure

11.1. Easy Candle cannot be held liable nor held to follow any obligations deriving from the agreements if the situation can be determined as 'Force Majeure'.

11.2. By force majeure in the sense of these general terms and conditions shall be understood, all outside circumstances beyond the control of Easy Candle, as a result of which fulfilment of this agreement by Easy Candle cannot be demanded in reason by the other party. Delays in delivery by our suppliers, suppliers being in default, transportation issues, work lockouts, government measures, delays in the supply, neglect on the side of the suppliers and/or factories delivering to Easy Candle, including assistance by third parties, illness of staff, faults in means of transportation or assistance are expressly indicated to be force majeure.

11.3. Easy Candle reserves the right to hold in abeyance her obligations in the case of force majeure and is also entitled to dissolve the agreement partially or in full, or either to demand that the contents of the agreement are altered in such a way that execution is still possible. Easy Candle is not held in any way to pay any fines or damages.

Communication

12.1 Easy Candle cannot be held liable in any way for misunderstandings, damages, delays or unclear communication about orders and information as a result of the use of internet or any other means of communication in the contact between the customer and Easy Candle, or between Easy Candle and third parties, in so far as this involves the relationship between the customer and Easy Candle.

Complaints

13.1. All complaints regarding delivery, quality, nature of the article or any other complaint, will be taken into account by Easy Candle with sincere efforts.

13.2. The customer is held to inform Easy Candle in writing about any complaints (via letter or e-mail (info@easycandle.nl)).

13.3. Easy Candle will try to resolve the complaint within ten (10) business days. Easy Candle will inform the customer about this in writing (through letter or e-mail).
Intellectual and industrial property rights

Intellectual and industrial property

14.1. The customer is held to respect, in full and without limitations, all intellectual and property rights that rest on the goods delivered to the customer by Easy Candle.

14.2. Easy Candle does not guarantee that the goods delivered to the customer will not breach any intellectual and/or industrial property rights of third parties and does not accept any liability should a third party lay any claims based on the statement that goods as delivered by Easy Candle are in breach with any right of this third party.

Other

15.1 Should the customer provide Easy Candle in writing with an address, Easy Candle is entitled to ship all orders to

the address as specified, until the customer has provided Easy Candle with a new address.

15.2. Easy Candle is entitled to make use of third parties in the execution of the order(s) of a customer.

Applicable law and disputes

16.1. To all offers, orders and agreements of Easy Candle Dutch law will be applicable.

16.2 Of all disputes, arising from an agreement between Easy Candle and a customer, which cannot be resolved through mutual consultation, the competent judge within the district of The Hague will take note, unless Easy Candle prefers to bring the dispute under the attention of the competent judge in the place of residence of the customer, and with the exclusion of those disputes that fall under the competence of the cantonal judge.