General Terms and Conditions Kaatjes Bakwinkel

Index:
Article 1 - Definitions
Article 2 - Identity of the entrepreneur
Article 3 - Applicability
Article 4 - The offer
Article 5 - The Agreement
Article 6 - Right of withdrawal
Article 7 - Costs in case of withdrawal
Article 8 - Exclusion right of withdrawal
Article 9 - The price
Article 10 - Conformity and guarantee
Article 11 - Delivery and execution
Article 12 - Payment
Article 13 - Complaints procedure
Article 14 - Additional or different provisions

Article 1 - Definitions
In these terms and conditions, the following definitions apply:

Reflection period: the period within which the consumer can make use of his right of withdrawal;
Consumer:Â the natural person who does not act in the exercise of a profession or business and who enters into a distance contract with the entrepreneur;
Day:Â calendar day;
Durable data carrier: any means that enables the consumer or entrepreneur to store information that is personally addressed to him in a way that allows future consultation and unaltered reproduction of the stored information.
Right of withdrawal: the option for the consumer to cancel the distance contract within the cooling-off period;
Model form: the model form for withdrawal that the entrepreneur makes available that a consumer can fill in when he wants to make use of his right of withdrawal.
Entrepreneur: the natural or legal person who offers products and/or services to consumers at a distance;
Distance contract: an agreement in which, in the context of a system organized by the entrepreneur for the distance selling of products and/or services, up to and including the conclusion of the agreement, exclusive use is made of one or more techniques for distance communication;
Technique for distance communication: means that can be used to conclude an agreement, without the consumer and entrepreneur meeting simultaneously in the same room.
General Terms and Conditions: the present General Terms and Conditions of the entrepreneur.

Article 2 - Identity of the entrepreneur

Kaatjes Bakwinkel
Dorpsstraat 38a, 2211GD Noordwijkerhout
The Netherlands
0252-514399 (available during store opening hours)
info@kaatjesbakwinkel.nl

Chamber of Commerce number: 53014529
VAT identification number: NL184052233B01

Article 3 - Applicability
These general terms and conditions apply to every offer from the entrepreneur and to every distance

contract and orders concluded between the entrepreneur and consumer.
Before the distance contract is concluded, the text of these general terms and conditions is made available to the consumer. If this is not reasonably possible, before the distance contract is concluded, it will be indicated that the general terms and conditions can be viewed at the entrepreneur and they will be sent free of charge as soon as possible at the request of the consumer.
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 to the consumer electronically in such a way that the consumer can can be stored in a simple way 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 consulted electronically and that they will be sent free of charge at the request of the consumer electronically or otherwise.
In the event that specific product or service conditions apply in addition to these general terms and conditions, the second and third paragraphs apply mutatis mutandis and the consumer can always invoke the applicable provision that is most favorable to him in the event of conflicting general terms and conditions. is.
If one or more provisions in these general terms and conditions are at any time wholly or partially void or destroyed, the remainder of the agreement and these terms and conditions will remain in force and the relevant provision will be replaced in mutual consultation without delay by a provision that purports to of the original as closely as possible.
Situations that are not regulated in these general terms and conditions must be assessed 'in the spirit' of these general terms and conditions.
Uncertainties about the interpretation or content of one or more provisions of our terms and conditions must be explained 'in the spirit' of these terms and conditions.

These general terms and conditions apply to every offer from the entrepreneur and to every distance contract and orders concluded between the entrepreneur and consumer.
Before the distance contract is concluded, the text of these general terms and conditions is made available to the consumer. If this is not reasonably possible, before the distance contract is concluded, it will be indicated that the general terms and conditions can be viewed at the entrepreneur and they will be sent free of charge as soon as possible at the request of the consumer.
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 to the consumer electronically in such a way that the consumer can can be stored in a simple way 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 consulted electronically and that they will be sent free of charge at the request of the consumer electronically or otherwise.
In the event that specific product or service conditions apply in addition to these general terms and conditions, the second and third paragraphs apply mutatis mutandis and the consumer can always invoke the applicable provision that is most favorable to him in the event of conflicting general terms and conditions. is.
If one or more provisions in these general terms and conditions are at any time wholly or partially void or destroyed, the remainder of the agreement and these terms and conditions will remain in force and the relevant provision will be replaced in mutual consultation without delay by a provision that purports to of the original as closely as possible.
Situations that are not regulated in these general terms and conditions must be assessed 'in the spirit' of these general terms and conditions.
Uncertainties about the interpretation or content of one or more provisions of our terms and conditions must be explained 'in the spirit' of these terms and conditions.

Article 4 - The offer
If an offer has a limited period of validity or is made subject to conditions, this will be expressly stated in the offer.
The offer is without obligation. The entrepreneur is entitled to change and adjust the offer.
The offer contains a complete and accurate description of the products and/or services offered. The description is sufficiently detailed to allow a proper assessment of the offer by the consumer. If the

entrepreneur uses images, these are a true representation of the products and/or services offered.
Obvious mistakes or obvious errors in the offer are not binding on the entrepreneur.
All images, specifications and data in the offer are indicative and cannot give rise to compensation or dissolution of the agreement.
Images accompanying products are a true representation of the products offered. Entrepreneur cannot guarantee that the displayed colors correspond exactly to the real colors of the products.

Article 5 - The agreement
Subject to the provisions of paragraph 4, the agreement is concluded at the time of acceptance by the consumer of the offer and the fulfillment of the associated conditions.
If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm receipt of the acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed by the entrepreneur, the consumer can dissolve the agreement.
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 observe appropriate security measures.
The entrepreneur can inform himself - within legal frameworks - whether the consumer can meet his payment obligations, as well as about all those facts and factors that are important for a responsible conclusion of the distance contract. If, on the basis of 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.
The entrepreneur will send the following information to the consumer with the product or service, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable data carrier:
a. the visiting address of the establishment of the entrepreneur where the consumer can go with complaints;
b. the conditions under which and the manner in which the consumer can make use of the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
c. the information about guarantees and existing after-sales service;
d. the information included in Article 4 paragraph 3 of these terms and conditions, unless the entrepreneur has already provided this information to the consumer before the execution of the agreement;
e. the requirements for terminating the agreement if the agreement has a duration of more than one year or is of indefinite duration.
In the case of a long-term transaction, the provision in the previous paragraph only applies to the first delivery.
Each agreement is entered into under the suspensive conditions of sufficient availability of the products concerned.

Article 6 - Right of withdrawal
When delivering products:
When purchasing products, the consumer has the option to dissolve the agreement without stating reasons during 14 days. This reflection period starts on the day after receipt of the product by the consumer or a representative designated in advance by the consumer and announced to the entrepreneur.
During the cooling-off period, the consumer will handle the product and the 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 makes use of his right of withdrawal, he will return the product with all accessories supplied and - if reasonably possible - in the original condition and packaging to the entrepreneur, in accordance with the reasonable and clear instructions provided by the entrepreneur.
If the consumer wishes to make use of his right of withdrawal, he is obliged to make this known to the entrepreneur within 14 days of receipt of the product. The consumer must make this known by means of the model form. After the consumer has indicated that he wishes to make use of his right of withdrawal, the customer must return or return the product within 14 days to Kaatjes Bakwinkel at Dorpsstraat 38a in Noordwijkerhout. The consumer must prove that the delivered goods have been returned on time, for example by means of proof of shipment.
If, after expiry of the periods referred to in paragraphs 2 and 3, the customer has not indicated that he

wishes to make use of his right of withdrawal resp. has not returned the product to the entrepreneur, the purchase is a fact.
When providing services:
When providing services, the consumer has the option to dissolve the agreement without stating reasons during at least 14 days, commencing on the day of entering into the agreement. Subject to the provisions of Article 8, paragraphs 3a and 3b.
To make use of his right of withdrawal, the consumer will follow the reasonable and clear instructions provided by the entrepreneur with the offer and/or at the latest upon delivery.

Article 7 - Costs in case of withdrawal
If the consumer makes use of his right of withdrawal, at most the costs of return will be for his account.
If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible, but no later than 14 days after withdrawal. This is subject to the condition that the product has already been received back by the web retailer or conclusive proof of complete return can be submitted. Repayment will be made via the same payment method used by the consumer unless the consumer expressly gives permission for another payment method.
In the event of damage to the product due to careless handling by the consumer, the consumer is liable for any loss in value of the product.
The consumer cannot be held liable for depreciation of the product if the entrepreneur has not provided all legally required information about the right of withdrawal, this must be done before the conclusion of the purchase agreement.

Article 8 - Exclusion right of withdrawal
The entrepreneur can exclude the consumer's right of withdrawal for products as described in paragraphs 2 and 3. The exclusion of the right of withdrawal only applies if the entrepreneur has stated this clearly in the offer, at least in time for the conclusion of the agreement.
Exclusion of the right of withdrawal is only possible for products:
a. that have been established by the entrepreneur in accordance with the consumer's specifications;
b. which are clearly personal in nature;
c. which by their nature cannot be returned;
d. which can spoil or age quickly;
e. the price of which is subject to fluctuations in the financial market over which the entrepreneur has no influence;
f. for loose newspapers and magazines;
g. for audio and video recordings and computer software of which the consumer has broken the seal.
h. for hygienic products of which the consumer has broken the seal.
Exclusion of the right of withdrawal is only possible for services:
a. In case of cancellation of a participation in a workshop by the consumer from 2 weeks prior to the workshop or course, the right to a refund of the payment lapses. The consumer is then permitted, provided the entrepreneur is informed of this, to transfer participation in the workshop. When transferring participation in the workshop, the consumer is obliged to provide the entrepreneur with the name, address and telephone number of the replacement in a timely manner.
b. the delivery of which has started with the express consent of the consumer before the cooling-off period has expired;

Article 9 - The price
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.
Contrary to the previous paragraph, the entrepreneur can offer variable prices for products or services whose prices are subject to fluctuations in the financial market and over which the entrepreneur has no influence. This dependence on fluctuations and the fact that any prices quoted are target prices are stated in the offer.
Price increases within 3 months after the conclusion of the agreement are only permitted if they are the result of statutory regulations or provisions.
Price increases from 3 months after the conclusion of the agreement are only permitted if the

entrepreneur has stipulated this and:
a. they are the result of statutory regulations or provisions; or
b. the consumer has the authority to cancel the agreement with effect from the day on which the price increase takes effect.
The prices stated in the offer of products or services include VAT.
All prices are subject to printing and typographical errors. No liability is accepted for the consequences of printing and typing errors. In the event of printing and typesetting errors, the entrepreneur is not obliged to deliver the product according to the incorrect price.

Article 10 - Conformity and Warranty
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 and/or usability existing on the date of the conclusion of the agreement. or government regulations. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.
A guarantee provided by the entrepreneur, manufacturer or importer does not affect the legal rights and claims that the consumer can assert against the entrepreneur on the basis of the agreement.
Any defects or incorrectly delivered products must be reported to the entrepreneur in writing within 4 weeks after delivery. The products must be returned in the original packaging and in new condition.
The entrepreneur's warranty period corresponds to the manufacturer's warranty period. However, the entrepreneur is never responsible for the ultimate suitability of the products for each individual application by the consumer, nor for any advice regarding the use or application of the products.
The warranty does not apply if:
The consumer has repaired and/or processed the delivered products himself or has had them repaired and/or processed by third parties;
The delivered products have been exposed to abnormal conditions or are otherwise carelessly handled or contrary to the instructions of the entrepreneur and/or have been treated on the packaging;
The defectiveness is wholly or partly the result of regulations that the government has made or will make with regard to the nature or quality of the materials used.

Article 11 - Delivery and execution
The entrepreneur will take the greatest possible care when receiving and executing orders for products and when assessing applications for the provision of services.
The place of delivery is the address that the consumer has made known to the company.
With due observance of what is stated in paragraph 4 of this article, the company will execute accepted orders expeditiously, but at the latest within 30 days, unless the consumer has agreed to a longer delivery period. If the delivery is delayed, or if an order cannot or only partially be executed, the consumer 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 dissolve the agreement without costs. The consumer is not entitled to compensation.
The entrepreneur reserves the right to cancel offered workshops at any time, for example as a result of unforeseen circumstances (such as illness of the workshop leader or the workshop location being unusable) or if the minimum number of 4 participants per workshop has not been reached. Participating consumers will be informed in advance by the entrepreneur in the event of cancellation of a workshop. In the event of cancellation by the entrepreneur of a workshop, the entrepreneur will refund the amount that the consumer has paid within 14 days.
All delivery times are indicative. The consumer cannot derive any rights from any stated terms. Exceeding a term does not entitle the consumer to compensation.
In the event of dissolution in accordance with paragraph 3 of this article, the entrepreneur will refund the amount that the consumer has paid as soon as possible, but at the latest within 14 days after dissolution.
If delivery of an ordered product proves to be impossible, the entrepreneur will make every effort to make a replacement item available. At the latest upon delivery, it will be stated in a clear and comprehensible manner that a replacement item will be delivered. For replacement items right of withdrawal can not be excluded. The costs of any return shipment are for the account of the entrepreneur.
The risk of damage and/or loss of products rests with the entrepreneur until the moment of delivery to the consumer or a representative designated in advance and made known to the entrepreneur, unless

expressly agreed otherwise.

Article 12 - Payment
Unless otherwise agreed, the amounts owed by the consumer must be paid within 7 working days after the start of the reflection period as referred to in Article 6 paragraph. consumer has received the confirmation of the agreement.
The consumer has the obligation to immediately report inaccuracies in the payment details provided or stated to the entrepreneur.
In the event of non-payment by the consumer, the entrepreneur has the right, subject to legal restrictions, to charge the reasonable costs made known to the consumer in advance.

Article 13 - Complaints procedure
The entrepreneur has a sufficiently publicized complaints procedure and handles the complaint in accordance with this complaints procedure.
Complaints about the implementation of the agreement must be submitted fully and clearly described to the entrepreneur within 7 days, after the consumer has discovered the defects.
Complaints submitted to the entrepreneur will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the entrepreneur will answer within the period of 14 days with a notification of receipt and an indication when the consumer can expect a more detailed answer.
A complaint does not suspend the entrepreneur's obligations, unless the entrepreneur indicates otherwise in writing.
If a complaint is found to be well-founded by the entrepreneur, the entrepreneur will, at its discretion, replace or repair the delivered products free of charge.

Article 14 - Additional or Deviating Provisions
Additional provisions or provisions that deviate from these general terms and conditions may not be to the detriment of the consumer and must be recorded in writing or in such a way that they can be stored by the consumer in an accessible manner on a durable data carrier.