

Terms and conditions

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ARTICLE 1 – Definitions

In these conditions the following terms have the following meanings:

Entrepreneur: the natural or legal person who is affiliated with the Stichting Webshop Keurmerk and who offers products and / or services to consumers from a distance;

Consumer: 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;

Distance contract: an agreement whereby, in the context of a system organized by the entrepreneur for distance sales of products and / or services, up to and including the conclusion of the agreement, only one or more techniques for distance communication are used;

Technology for distance communication: means that can be used to conclude an agreement, without the consumer and the entrepreneur being together in the same room at the same time;

Reflection period: the period within which the consumer can make use of his right of withdrawal;

Right of withdrawal: the possibility for the consumer to cancel the distance contract within the cooling-off period;

Day: calendar day;

Duration transaction: a distance contract with regard to a series of products and / or services, the delivery and / or purchase of which is spread over time;

Durable medium: any means that enables the consumer or entrepreneur to store information that is addressed to him personally in a way that enables future consultation and unaltered reproduction of the stored information.

ARTICLE 2 – Identity of the entrepreneur

Studio Chuuni

E-mail address: info@studiochuuni.com

Chamber of Commerce number: 84628065

ARTICLE 3 – Applicability

1. These general terms and conditions apply to every offer from the entrepreneur and to any distance contract concluded between the entrepreneur and the consumer.

2. Before the distance contract is concluded, the text of this General terms and conditions 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 that they will be sent free of charge as soon as possible at the request of the consumer.

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 will be made available to the consumer electronically in such a way that they can be easily stored by the consumer on a durable medium. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general terms and conditions can be inspected electronically and that they will be sent free of charge electronically or otherwise at the request of the consumer.

4. In the event that specific product or service conditions apply in addition to these general terms and conditions, the second and third paragraphs of apply mutatis mutandis and the consumer can turn in the event of a conflict general terms and conditions always rely on the applicable provision that is most favorable to him.

ARTICLE 4 – The offer

1. If an offer has a limited period of validity or is made subject to conditions, this is explicitly stated in the offer.

2. The offer contains a complete and accurate description of the offer products and / or services. The description is detailed enough to be a good one to enable the consumer to assess the offer. As the entrepreneur uses images, these are a true representation of the products and / or services offered. Obvious mistakes or errors in the offer do not bind the entrepreneur.

Images with products are a true representation of the products offered. The entrepreneur cannot guarantee that the displayed colors exactly match the real colors of the products.

3. Each offer contains such information that it is clear to the consumer what the rights and obligations that are attached to the acceptance of the offer.

This concerns in particular:

- the price including taxes;
- the possible costs of delivery;

- the way in which the agreement will be concluded and which actions are necessary for this;
- whether or not the right of withdrawal applies;
- the method of payment, delivery or implementation of the agreement;
- the term for accepting the offer, or the term for compliance doing the prize;
- the level of the tariff for distance communication if the costs of the use of the technique for distance communication are calculated on one other basis than the basic rate;
- if the agreement is filed after the conclusion, how this can be consulted by the consumer;
- the way in which the consumer for the conclusion of the contract by he can get informed of unwanted actions, as well as the manner to which he can recover before the agreement is concluded;
- any languages in which, in addition to Dutch, the agreement can be closed;
- the codes of conduct to which the entrepreneur is subject and the manner on which the consumer can consult these codes of conduct electronically;
- and
- the minimum duration of the distance contract in case of an agreement that extends to the continuous or periodic delivery of products or services

4. The offer is without obligation. The entrepreneur is entitled to change the offer and to adjust.

ARTICLE 5 – The agreement

1. Subject to the provisions of paragraph 4, the agreement is concluded on the moment of acceptance by the consumer of the offer and compliance with the conditions attached.
2. If the consumer has accepted the offer electronically, the entrepreneur without delay electronically receiving the acceptance of the offer. Until receipt of this acceptance is confirmed, the consumer dissolve the agreement.
3. If the agreement is concluded electronically, the entrepreneur will find appropriate technical and organizational measures to protect the electronic transfer of data and ensures a secure web environment. If the consumer can pay electronically, the entrepreneur will take appropriate security measures take into account.
4. The entrepreneur can – within legal frameworks – inform himself whether the consumer can meet his payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the agreement distance. If, on the basis of this investigation, the entrepreneur has good reasons for the not to enter into an agreement, he is entitled to justify an order or request to refuse or to attach special conditions to the performance.
5. The entrepreneur will provide the consumer with the following information with the product or service,
in writing or in such a way that it is accessible by the consumer

can be stored on a durable data carrier, enclose:

the visiting address of the establishment of the entrepreneur where the consumer met

complaints can be justified;

b. the conditions under which and the manner in which the consumer of the

right of withdrawal, or a clear statement regarding the

are excluded from the right of withdrawal;

c. information about existing after-sales service and guarantees;

d. the information included in article 4 paragraph 3 of these conditions, unless the

The entrepreneur has already provided this information to the consumer before the implementation

of the agreement;

e. the requirements for terminating the agreement if the agreement has a duration

has more than one year or is of indefinite duration.

6. If the entrepreneur has undertaken to deliver a series of products or

services, the provision in the previous paragraph only applies to the first delivery

ARTICLE 6 – Right of withdrawal

When delivering products:

1. When purchasing products, the consumer has the option of the contract

without giving reasons for at least fourteen days. This one

period starts on the day after receipt of the product by or on behalf of the consumer.

2. During this period, the consumer will handle the product and the

packing. He will only unpack or use the product to that extent

necessary to be able to assess whether he wishes to keep the product. If he uses his right of withdrawal, he will return the product with all delivered accessories and – if reasonably possible – in the original condition and packaging return to the entrepreneur, in accordance with the reasonable and provided by the entrepreneur clear instructions.

When providing services:

3. When providing services, the consumer has the option of the contract without statement of reasons to be dissolved during at least fourteen days, commencing on the day of entering into the agreement.

4. To make use of his right of withdrawal, the consumer will focus on the provided by the entrepreneur with the offer and / or at the latest upon delivery reasonable and clear instructions

ARTICLE 7 – Costs in case of withdrawal

1. If the consumer makes use of his right of withdrawal, no more than the costs of return for his account, excluding shipping costs.

2. If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible

possible, but no later than 30 days after the return or cancellation

ARTICLE 8 – Exclusion of right of withdrawal

1. If the consumer does not have a right of withdrawal, this can only be excluded by the entrepreneur if the entrepreneur has clearly stated this in the offer, at least in time for the conclusion of the agreement.

2. Exclusion of the right of withdrawal is only possible for products:

a. that have been created by the entrepreneur in accordance with the specifications of the consumer;

b. that are clearly personal in nature;

c. that cannot be returned due to their nature;

d. that can spoil or age quickly;

e. the price of which is dependent on fluctuations in the financial market on which the entrepreneur has no influence;

f. for individual newspapers and magazines;

g. for audio and video recordings and computer software of which the consumer the seal has broken.

3. Exclusion of the right of withdrawal is only possible for services:

a. regarding accommodation, transport, restaurant business or leisure activities to be performed on

a certain date or during a certain period;

b. the delivery of which has started with the express consent of the consumer

before the reflection period has expired;

c. concerning betting and lotteries

ARTICLE 9 – The price

1. During the period of validity stated in the offer, the prices of the offered products and / or services not increased, except for price changes such as due to changes in VAT rates.

2. Contrary to the previous paragraph, the entrepreneur can offer products or services of which the

prices are subject to fluctuations in the financial market and where the

entrepreneur has no influence on, offering variable prices. This bondage
fluctuations and the fact that any stated prices are target prices
stated in the offer.

3. Price increases are within 3 months after the conclusion of the agreement
only permitted if they are the result of statutory regulations or provisions.

4. Price increases from 3 months after the conclusion of the agreement
only permitted if the entrepreneur has stipulated this and:

a. these are the result of statutory regulations or provisions; or

b. the consumer has the power to terminate the agreement on the day
to which the price increase applies.

5. The prices stated in the offer of products or services are exclusive of VAT

ARTICLE 10 – Conformity and Warranty

1. The entrepreneur guarantees that the products and / or services comply with the
agreement, the specifications stated in the offer, to the reasonable requirements of
reliability and / or usability and on the date of the realization of the
agreement existing legal provisions and / or government regulations.

2. An arrangement offered by the entrepreneur, manufacturer or importer as a guarantee
does not affect the rights and claims of the consumer with regard to a shortcoming
in the fulfillment of the obligations of the entrepreneur towards the entrepreneur
assert on the basis of the law and / or the distance contract

ARTICLE 11 – Delivery and execution

1. The entrepreneur will take the greatest possible care when entering

take receipt and in the execution of orders for products and in the

assessment of applications for the provision of services.

2. The place of delivery is the address that the consumer makes known to the company

made.

3. With due observance of what is stated about this in article 4 of these general terms and conditions

stated, the company will accept orders expeditiously but no later than

within 30 days unless a longer delivery period has been agreed. If the

delivery is delayed, or if an order is not or only

can be partially performed, the consumer will receive this no later than one month

after he has placed the order message. In that case, the consumer has the right

to terminate the agreement without costs and the right to any compensation.

4. In case of dissolution in accordance with the previous paragraph, the entrepreneur will pay the amount that the

consumer has paid as soon as possible, but no later than 30 days after

dissolution, refund.

5. If delivery of an ordered product proves impossible, the entrepreneur will

endeavor to provide a replacement item. At the latest at the

delivery will be stated in a clear and comprehensible manner that a replacement

item is delivered. The right of withdrawal cannot be used for replacement items

excluded. The costs of return shipment are for the account of the entrepreneur.

6. The risk of damage and / or loss of products rests until the moment of

delivery to the consumer at the entrepreneur, unless expressly stated otherwise
agreed

ARTICLE 12 – Duration transactions

1. The consumer can at all times enter into an agreement for an indefinite period at any time with due observance of the agreed cancellation rules and a notice period of no more than one month.
2. An agreement that has been entered into for a definite period of time has a maximum term two years. If it has been agreed that in the case of silence of the consumer the distance contract will be extended, the contract will be continued as a contract for an indefinite period and the notice period will be after continuation of the agreement amounts to a maximum of one month

ARTIKEL 13 – Payment

1. Unless otherwise agreed, the amounts due by the consumer amounts to be paid within fourteen days after delivery of the good or in case of an agreement to provide a service, within 14 days after issue of the this agreement on records.
2. When selling products to consumers, general terms and conditions are never allowed a prepayment of more than 50% is stipulated. When prepayment is stipulated, the consumer cannot assert any rights regarding the implementation of the relevant order or service (s) before the stipulated advance payment has been made occurred.

3. The consumer has the duty to report inaccuracies in payment details provided or stated to notify the entrepreneur immediately.

4. In the event of non-payment by the consumer, the entrepreneur is subject to legal requirements imitations, the right to pay the reasonable costs made known to the consumer in advance to charge

ARTICLE 14 – Complaints procedure

1. The entrepreneur has a well-publicized complaints procedure and handles complaints in accordance with this complaints procedure.

2. Complaints about the implementation of the agreement must be submitted to the entrepreneur within a reasonable time, fully and clearly described, after the consumer has discovered the defects.

3. Complaints submitted to the entrepreneur will be answered within a period of 14 days, calculated from the date of receipt. If a complaint requires a foreseeable longer processing time, the entrepreneur will reply within 14 days with a notice of receipt and an indication when the consumer can expect a more detailed answer.

4. A complaint about a product, service or the entrepreneur's service can also be submitted via a complaints form on the website of the Stichting Webshop Keurmerk www.keurmerk.info. The complaint will then be sent to both the relevant entrepreneur and the Stichting Webshop Keurmerk.

5. If the complaint cannot be resolved by mutual agreement, a dispute arises subject to the dispute settlement.

ARTICLE 15 – Disputes

1. On agreements between the entrepreneur and the consumer to which these general terms and conditions, only Dutch law applies.

2. Disputes between the consumer and the entrepreneur about the realization or implementation of agreements relating to to be supplied or delivered by this entrepreneur

products and services can, with due observance of the provisions below, continue

the consumer and the entrepreneur are submitted to the Disputes Committee

Webshop Keurmerk via info@keurmerk.info.

3. A dispute will only be handled by the Disputes Committee if the consumer first has his complaint to the entrepreneur within a reasonable time submitted.

4. The Disputes Committee will not deal with a dispute or discontinue it, if the entrepreneur has been granted a moratorium, it is in a state of has gone into bankruptcy or has actually terminated its business activities.

5. If, in addition to the Webshop Keurmerk Disputes Committee, another recognized or accredited

Stichting Geschillencommissie voor Consumentenzaken (SGC) or the Financial Services Complaints Institute (Kifid) affiliated disputes committee is competent, the other Disputes Committee has exclusive jurisdiction for disputes.

ARTICLE 16 – Additional or different provisions

Additional provisions or provisions deviating from these general terms and conditions may not be valid

disadvantages of the consumer and must be recorded in writing or in such a way

way that they can be stored by the consumer in an accessible manner

a durable data carrier.

ARTICLE 17 – Amendments to the general terms and conditions of Stichting Webshop Keurmerk

1. Amendments to these terms and conditions are only effective after they have been published in an appropriate manner, on the understanding that in the event of applicable amendments during the term of an offer, the provision most favorable to the consumer will prevail.

Address Stichting Webshop Keurmerk: Willemsparkweg 193, 1071 HA Amsterdam.

