

# **Terms and Conditions**

Version 20-05-2020

By placing an order at Ren Bours Agency the customer agrees to be bound by these Terms and Conditions.

#### 1. Definitions

The definition of the words that are used in these Terms and Conditions are the following:

- 1.1 **Ren Bours Agency**: the user of these Terms and Conditions;
- 1.2 **The customer**: any natural person who is acting for purposes which are not related to his trade, business or profession;
- 1.3 **The right of withdrawal**: the right of the customer to withdraw from a contract with Ren Bours Agency;
- 1.4 **Day**: calendar day;
- 1.5 These Terms and Condition apply to every offer, order, quotation and contract with Ren Bours Agency, as long as the customer has not, expressively or in writing, deviated from these conditions.
- 1.6 These Terms and Condition also apply to every contract with Ren Bours Agency for the execution of which third parties are involved.
- 1.7 Deviations from these Terms and Conditions are only valid if they have been expressly agreed by each party.

## 2. The offer

2.1 The offered products that are displayed on the website are displayed as true to their form and condition as possible. Each product has the characteristics that are described by Ren Bours Agency on the website. The description of the product is sufficient enough, in order to enable a good assessment of the product by the costumer. Please keep in mind that each product is handmade and uniquely crafted, which means that it is possible that the product differs up to 5% from the description provided on the website. The glaze of the product can also differ, given the above mentioned reason that each product is handmade and uniquely crafted.

- 2.2 The website clearly stated the rights and duties of the customer, in case the customer accepts the offer of Ren Bours Agency.
- 2.3 Apparent mistakes and faults in the offers on the websites do not legally bind Ren Bours Agency. The consequences of these apparent mistakes and faults in the offers do not bind Ren Bours Agency either.
- 2.4 All offered products on our website are in stock, unless otherwise stated on the website. The website is updated regularly, accordingly to the stock.

#### 3. The order

- 3.1 The contract is concluded when the customer expressively accepts the offer of Ren Bours Agency.
- 3.2 If the customer has accepted the offer electronically, Ren Bours Agency will immediately send a electronical confirmation of receival. As long as the receipt of the acceptance has not been confirmed by the Ren Bours Agency, the customer can terminate the agreement.
- 3.3 Ren Bours Agency will ship the product as soon as Ren Bours agency has received the payment, unless the customer opts for a cash on delivery *rembourszending*.
- 3.4 If the contract is concluded electronically, Ren Bours Agency will make sure that the correct technical and organisational measures are taken, to ensure the safety and validity of the electronical transfer of data. Ren Bours Agency will ensure that the methods of payment are safe to use.

## **4. The shipment** (risk-free!)

- 4.1 Ren Bours Agency will ensure that all products are shipped adequately and safely. Ren Bours Agency will take all necessary safety precautions into account.
- 4.2 Orders for export of less than Euro 25,00 cannot be shipped. It is only possible to collect these orders in person. In order to pick-up these orders, please contact Ren Bours Agency to make an appointment.



- 4.3 Deliveries will be carried out by third-party couriers. European orders are shipped through GLS. International orders are shipped through PostNL. The customer carries the delivery costs. The delivery costs are mentioned on the website.
- 4.4 The estimated delivery date of the products will be stated in your order confirmation email.
- 4.5 Ren Bours Agency carries the risk of loss of or damage to the products during shipment. The risk of loss of or damage to the goods shall pass to the consumer when he or a third party indicated by the consumer and other than the carrier has acquired the physical possession of the goods.

- 4.6 The risk of loss of or damage to the products shall pass to the consumer upon delivery to the carrier if the carrier was commissioned by the consumer to carry the goods and that choice was not offered by the trader, without prejudice to the rights of the consumer against the carrier.
- 4.7 There may be occasional delays with delivery due to busier periods or low stocks. In such instances, the courier will inform you further on the expected delivery date for your order.
- 4.8 The duration of shipment mentioned by Ren Bours Agency is indicative. This duration can be extended by a few days, depending on the factual circumstances.

#### 5. The right of withdrawal

- 5.1 The consumer shall have a period of 14 days to withdraw from a contract with Ren Bours Agency. If the customer wished to terminate the contract, they are required to inform Ren Burs Agency of his decision to terminate the contract by sending an email to <a href="mailto:ren.bours@home.nl">ren.bours@home.nl</a>. Ren Bours Agency is allowed to ask the customer for the reason behind the termination, however the customer cannot be forced to list their reasons.
- 5.2 During the period in which the customer can withdraw the contract, the customer shall handle the product with care. The customer shall only use the product in order to find out the nature, characteristics and functioning of the product.
- 5.3 The consumer shall only be liable for any diminished value of the goods resulting from the handling of the goods other than what is necessary to establish the nature, characteristics and functioning of the product.

### 6. Returns

- 6.1 The consumer shall send back the products or hand them over to the trader or to a person authorised by the trader to receive the products, without undue delay and in any event not later than 14 days from the day on which he has communicated his decision to withdraw from the contract to the trader in accordance with Article 5.1.
- 6.2 The customer is required to return the product in its original packaging, given the fact that these products are very fragile and prone to damaging if not packaged accordingly.
- 6.3 The consumer shall bear the direct cost of returning the product.
- 6.4 After receiving the (undamaged) product, Ren Bours Agency shall reimburse all payments received from the consumer, including, if applicable, the costs of delivery without undue delay and in any event not later than 14 days from the day on which he is informed of the consumer's decision to withdraw from the contract. Ren Bours Agency will send a confirmation of receiving the returned product.

#### 7. Guarantees:

7.1 Ren Bours Agency guarantees the validity and usability of the products, in the way that is stated on the website. All defects to the product, caused by proper use of the product, shall be refunded in whole by Ren Bours Agency if the customer expressively demands this in writing. The customer can demand a full refund for a time period of 7 days after purchasing the product. The costs of the refund shall be carried by Ren Bours Agency. Please keep in mind that each product is handmade and uniquely crafted, which means that it is possible that the product differs up to 5% from the description provided on the website.

## 8. Privacy:

- 8.1 Ren Bours Agency shall take the necessary precautions concerning the processing of personal data and the protection of privacy in the electronic communications sector. Ren Bours Agency shall not provide personal data of customers to third parties.
- 8.2 If the contract is concluded electronically, Ren Bours Agency will make sure that the correct technical and organisational measures are taken, to ensure the safety and validity of the electronical transfer of data. Ren Bours Agency will ensure that the methods of payment are safe to use.

#### Ren Bours

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