

GENERAL TERMS AND CONDITIONS FOR ONLINE SALES (B2C)

Article 1: Definitions

Bamsae Market, established in Utrecht, Chamber of Commerce number 76408884, is referred to in these general terms and conditions as the seller.

The other party to the seller is referred to in these general terms and conditions as the buyer.

The parties are the seller and the buyer together.

The agreement refers to the purchase agreement between the parties

Article 2: Applicability of general terms and conditions

These terms and conditions apply to all quotations, offers, agreements and deliveries of services or goods by or on behalf of the seller.

Deviation from these terms and conditions is only possible if this has been expressly agreed in writing by the parties.

Article 3: Payment

The full purchase price is always paid immediately in the store. In some cases, a down payment is expected for reservations. In that case, the buyer will receive proof of the reservation and the advance payment. If the buyer does not pay on time, he is in default. If the buyer remains in default, the seller is entitled to suspend the obligations until the buyer has fulfilled his payment obligation. If the buyer remains in default, the seller will proceed to collection. The costs relating to that collection will be borne by the buyer. These collection costs are calculated on the basis of the Decree on compensation for extrajudicial collection costs. In the event of liquidation, bankruptcy, attachment or suspension of payment of the buyer, the seller's claims on the buyer are immediately due and payable. If the buyer refuses to cooperate with the execution of the order by the seller, he is still obliged to pay the agreed price to the seller.

Article 4: Offers, quotations and price

Offers are without obligation, unless a term of acceptance is stated in the offer. If the offer is not accepted within that stated term, the offer will lapse. Delivery times in quotations are indicative and do not entitle the buyer to termination or compensation if they are exceeded, unless the parties have expressly agreed otherwise in writing. Offers and quotations do not automatically apply to repeat orders. The parties must expressly agree to this in writing. The price stated on offers, quotations and invoices consists of the purchase price including the VAT due and any other government levies.

Article 5: Right of withdrawal

The consumer is given the right to cancel the agreement within 14 days after receipt of the order without giving reasons (right of withdrawal). The term starts from the moment the (entire) order has been received by the consumer. There is no right of withdrawal if the products are custom-made according to his specifications or have a short shelf life. The consumer can use a withdrawal form from the seller. The seller is obliged to make this available to the buyer immediately after the buyer's request. 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 be able to assess whether he wishes to keep the product. If he exercises his right of withdrawal, he will return the unused and undamaged product with all accessories supplied and - if reasonably possible - in the original shipping packaging to the seller, in accordance with the reasonable and clear instructions provided by the entrepreneur.

Article 6: Amendment of the agreement

If during the execution of the agreement it appears that it is necessary to change or supplement the work to be performed for a proper execution of the order, the parties will adjust the agreement accordingly in a timely manner and in mutual consultation. If the parties agree that the agreement will be changed or supplemented, the time of completion of the execution may be affected. The seller will inform the buyer of this as soon as possible. If the change or supplement to the agreement has financial and/or qualitative consequences, the seller will inform the buyer of this in advance in writing.

If the parties have agreed on a fixed price, the seller will indicate to what extent the change or supplement to the agreement will result in an excess of this price. By way of exception to the provisions of the third paragraph of this article, the seller may not charge additional costs if the change or addition is the result of circumstances that can be attributed to him.

Article 7: Delivery and transfer of risk

As soon as the purchased goods have been received by the buyer, the risk passes from the seller to the buyer.

Article 8: Inspection, complaints

The buyer is obliged to inspect the delivered goods at the time of delivery, but in any case within the shortest possible period. This includes