

General Terms and Conditions – TuttoCalabrese.nl

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Article 1 - Definitions

In these general terms and conditions:

1. **Cooling-off period:** the period within which the consumer can make use of his right of withdrawal;
2. **Consumer:** the natural person who does not act in the exercise of his profession or business and enters into a distance contract with the entrepreneur;
3. **Day:** calendar day;
4. **Transaction duration:** a distance contract relating to a series of products, of which the supply and / or purchase obligation is spread over time;
5. **Durable data carrier:** any means that enables the consumer or entrepreneur to store information that is addressed to him personally in a way that makes future consultation and unaltered reproduction of the stored information possible;
6. **Right of withdrawal:** the possibility for the consumer to withdraw from the distance contract within the cooling-off period;
7. **Model form:** the model withdrawal form that the entrepreneur provides that a consumer can fill in when he wants to make use of his right of withdrawal;
8. **Entrepreneur:** the natural or legal person who offers products to consumers at a distance;
9. **Distance contract:** an agreement whereby, within the framework of a system organized by the entrepreneur for distance selling of products, up to and including the conclusion of the agreement only one or more techniques for distance communication are used;
10. **Technology for distance communication:** means that can be used for concluding an agreement, without the consumer and trader being in the same room at the same time;
11. **Terms and Conditions:** the present General Terms and Conditions of the entrepreneur.

Article 2 - Identity of the entrepreneur

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Article 3 - Applicability

1. These general terms and conditions apply to every offer from the entrepreneur and to every distance contract and orders between entrepreneur and consumer.
2. Before the agreement is concluded, the text of these terms is made available to the consumer. If this is not reasonably possible it will be indicated that the general terms and conditions can be viewed at the website of the entrepreneur before the distance contract is concluded, and 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, by way of derogation from the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions can be made available electronically to the consumer in such a way that they can be stored on a durable data carrier by the consumer in a simple way. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general terms and conditions can be observed electronically and that they will be sent free of charge by electronic means or otherwise at the request of the consumer.
4. In the event that specific product conditions apply in addition to these general terms and conditions, the second and third paragraphs shall apply mutatis mutandis and the consumer can, in the event of conflicting general terms and conditions, always invoke the applicable provision that is most favorable to him or her.
5. If one or more provisions in these general terms and conditions at any time are wholly or partially void or destroyed, then the agreement and these conditions remain intact and the stipulation in question will be replaced by a provision that approaches the scope of the original as much as possible.
6. Situations that are not regulated in these general terms and conditions must be assessed 'in the spirit' of these general terms and conditions.
7. Lack of clarity about the explanation or content of one or more provisions of our terms and conditions, should be explained 'in the spirit' of these terms and conditions.

Article 4 - The offer

1. If an offer has a limited period of validity or is made conditionally, this will be explicitly stated in the offer.
2. The offer is without obligation. The entrepreneur is entitled to change and adjust the offer.
3. The offer contains a complete and accurate description of the offered products. 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 reflection of the offered products. Obvious mistakes or errors in the offer do not bind the entrepreneur.
4. All images, specifications and information in the offer are indicative and can not lead to compensation or dissolution of the agreement.
5. Product images are a true reflection of the products offered. The entrepreneur can not guarantee that the displayed colors exactly match the real colors of the products.
6. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to the acceptance of the offer. This concerns in particular:
 - a. the price including taxes;
 - b. the possible costs of shipping;
 - c. the manner in which the contract will be concluded and which actions are necessary for this;
 - d. whether or not the right of withdrawal applies;
 - e. the method of payment, delivery and execution of the agreement;

- f. the period for accepting the offer or the period within which the entrepreneur guarantees the price;
- g. the level of the tariff for distance communication if the costs of using the technique for distance communication are calculated on a basis other than the regular basic tariff for the means of communication used;
- h. whether the agreement is archived after the conclusion and, if so, how it can be consulted by the consumer;
- i. the way in which the consumer, prior to concluding the contract, can check the data provided by him under the terms of the contract, and adjust them if necessary;
- j. any other languages in which, in addition to Dutch, the agreement can be concluded;
- k. the codes of conduct to which the entrepreneur is subject and the way in which the consumer can consult these codes of conduct electronically; and
- l. the minimum duration of the distance contract in case of an extended transaction.

Article 5 - The contract

1. The agreement is, subject to the provisions of paragraph 4, concluded at the moment of acceptance of the offer by the consumer and the fulfillment of the corresponding conditions.
 2. If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm electronically the receipt of the acceptance of the offer. As long as the receipt of this acceptance has not been confirmed by the entrepreneur, the consumer can dissolve the agreement.
 3. If the agreement is created electronically, the entrepreneur will take appropriate technical and organisational measures to secure the electronic transfer of data and he will ensure a secure web environment. If the consumer can pay electronically, the entrepreneur will observe appropriate security measures.
1. 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 distance contract. If the entrepreneur based on this investigation has good reasons not to enter into the agreement, he is entitled to refuse an order or request, with motivation, or to attach special conditions to the execution.
 2. The entrepreneur will send the following information with the product, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable medium:
 - a. the visiting address of the business location of the entrepreneur the consumer can address for complaints;
 - b. the conditions under which and the manner in which the consumer can exercise the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
 - c. the information about guarantees and remaining service after purchase;
 - d. the information included in article 4 paragraph 3 of these 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 indefinite.
 - f. In the case of an extended transaction, the provision in the previous paragraph only applies to the first delivery.
 3. Each agreement is entered into under the suspensive conditions of sufficient availability of the products concerned.

Article 6 - Right of withdrawal

When delivering products:

1. When purchasing products, the consumer has the option to terminate the contract without giving any reason within 14 days. This cooling-off period commences on the day following receipt of the product by the consumer or a representative, appointed by the consumer in advance which has been communicated to the entrepreneur.
2. During the cooling-off period, the consumer will handle the product and packaging carefully. He will only unpack or use the product to the extent that is 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 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.
3. When the consumer wishes to make use of his right of withdrawal he is obliged to make this known to the entrepreneur within 14 days after receipt of the product. The consumer must make this known by means of the model form. After the consumer has made it known that he wishes to make use of his right of withdrawal, the customer must return the product within 14 days. The consumer must prove that the delivered goods have been returned in time, for example by means of a proof of shipment.
4. If the customer has not communicated that he wishes to make use of his right of withdrawal or withdrawal after the expiry of the periods mentioned in paragraphs 2 and 3, or if the product has not been returned to the entrepreneur, the sale is a fact.

Article 7 - Costs in case of withdrawal

1. If the consumer exercises his right of withdrawal, at most the costs of returning the goods are for his or her own account.
2. If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible, but no later than 14 days after cancellation. However, under condition that the product has already been received in return by the merchant or conclusive proof of complete return can be submitted.

Article 8 - Exclusion of right of withdrawal

1. The entrepreneur can exclude the consumer's right of withdrawal for products as described in paragraph 2. The exclusion of the right of withdrawal only applies if the entrepreneur has clearly stated this in the offer, at least in time before 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. which can not be returned due to their nature;
 - d. that can spoil or age quickly;
 - e. the price of which is subject to fluctuations in the financial market on 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.

Article 9 - The price

1. During the period mentioned in the offer, the prices of the offered products will not be increased, except for price changes due to changes in VAT rates.
2. Contrary to the previous paragraph, the entrepreneur can offer products, whose prices are subject to fluctuations in the financial market upon which the entrepreneur has no influence,

with variable prices. This link to fluctuations and the fact that any mentioned prices are target prices are mentioned in the offer.

3. Price increases within 3 months after the conclusion of the contract are only permitted if they are the result of statutory regulations or provisions.
4. Price increases from 3 months after the conclusion of the contract are only allowed if the entrepreneur has stipulated this and:
 1. they are the result of statutory regulations or stipulations; or
 2. the consumer has the authority to terminate the agreement effective from the day on which the price increase takes effect.
5. Prices mentioned in the product offer include VAT.
6. All prices are subject to printing and typing errors. No liability is accepted for the consequences of printing and typing errors. In case of printing and typing errors, the entrepreneur is not obliged to deliver the product at the wrong price.

Article 10 - Conformity and Guarantee

1. The entrepreneur warrants that the products comply with the agreement, the specifications stated in the offer, the reasonable requirements of soundness and / or usability and the legal provisions and / or government regulations existing on the date of the conclusion of the agreement. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.
2. 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 under the provisions of the contract.
3. Any defects or incorrectly delivered products must be reported to the entrepreneur in writing within 4 weeks after delivery. Return of the products must be in the original packaging and in the original condition.
4. 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.
5. The guarantee does not apply if:
 - a. The consumer has repaired the delivered products himself and / or processed or has it repaired and / or processed by third parties;
 - b. The delivered products are exposed to abnormal conditions or otherwise careless handling, or treated contrary to the instructions of the entrepreneur and / or as mentioned on the packaging;
 - c. The inadequacy in whole or in part is the result of regulations that the government has made or will make regarding the nature or the quality of the materials used.

Article 11 - Delivery and execution

1. The entrepreneur will take utmost care when receiving and implementing orders for products and when assessing applications for the provision of services.
2. The place of delivery is the address that the consumer has communicated to the company.
3. With due observance of the provisions in paragraph 4 of this article, the company will execute accepted orders expeditiously but no later than 30 days after the order is placed, unless the consumer has agreed to a longer delivery period. If the delivery is delayed, or if an order can not or only partially be executed, the consumer will receive notification no later than 30 days after he has placed the order. In that case, the consumer has the right to terminate the contract without any costs. The consumer is not entitled to a liability compensation.

4. All delivery terms are indicative. The consumer can not derive any rights from any periods mentioned. Exceeding a term does not entitle the consumer to compensation.
5. In case 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 no later than 14 days after termination.
6. If delivery of an ordered product proves to be impossible, the entrepreneur will endeavor to make a replacement article available. At the latest at the time of delivery, it will be stated in a clear and comprehensible manner that a replacement item will be delivered. For replacement items the right of withdrawal can not be excluded. The costs of any return shipment are at the expense of the entrepreneur.
7. The risk of damage and / or loss of products rests with the entrepreneur until the moment of delivery to the consumer or a pre-designated representative, that has been communicated to the entrepreneur, unless expressly agreed otherwise.

Article 12 - Payment

1. Unless otherwise agreed, the amounts owed by the consumer must be paid within 7 working days after the commencement of the cooling-off period as referred to in article 6 paragraph 1.
2. The consumer has the duty to report inaccuracies in provided or stated payment details to the entrepreneur without delay.
3. In the event of default by the consumer, the entrepreneur has the right, subject to legal restrictions, to charge any reasonable costs, which are communicated to the consumer beforehand.

Article 13 - Complaints procedure

1. The entrepreneur has a well-publicized complaints procedure and handles the complaint in accordance with this complaints procedure.
2. Complaints about the execution of the agreement must be submitted fully and clearly described to the entrepreneur within 7 days after the consumer has discovered the defects.
3. 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 respond within the period of 14 days with a notice of receipt and an indication when the consumer can expect a more detailed answer.
4. If the complaint can not be resolved by mutual agreement, a dispute arises that is susceptible to the dispute settlement.
5. In case of complaints, a consumer must first address the entrepreneur. In case of complaints that can not be resolved by mutual agreement, the consumer must address the "Stichting WebwinkelKeur" ("Foundation WebwinkelKeur" - www.webwinkelkeur.nl), which will mediate free of charge. If a solution cannot be found, the consumer has the opportunity to have his complaint dealt with by the independent disputes committee appointed by Stichting WebwinkelKeur. The decision of this committee is binding and both entrepreneur and consumer agree with this binding decision. The submission of a dispute to this dispute committee involves costs that the consumer must pay to the relevant committee. It is also possible to register complaints via the European ODR platform (<http://ec.europa.eu/odr>).
6. A complaint does not suspend the obligations of the entrepreneur, unless the entrepreneur indicates otherwise in writing.
7. If a complaint is found to be well-founded by the entrepreneur, the entrepreneur will have the option to replace or repair the delivered products free of charge.

Article 14 - Disputes

1. Contracts between the entrepreneur and the consumer to which these general terms and conditions apply are governed exclusively by Dutch law, even if the consumer lives abroad.
2. The Vienna Sales Convention does not apply.

Article 15 - Privacy Policy

Accepting these general terms and conditions means that our [Privacy Policy](#) is accepted consequently.

Article 16 - Additional or different provisions

Additional provisions or provisions deviating 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 on a durable medium in an accessible manner.