

General Terms and Conditions 4taktwinkel.nl

4taktwinkel.nl has taken into account European and Dutch legislation when drawing up the general terms and conditions. The general terms and conditions serve to protect the consumer and also create a reliable situation for a distance purchase.

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Article 1: Definitions

In the general terms and conditions the following terms shall have the following meanings:

- 1.1 Consumer: every natural person who enters into an agreement with 4taktwinkel.nl.
- 1.2 The company: 4taktwinkel.nl.
- 1.3 Agreement: every agreement between 4taktwinkel.nl and a consumer in a distance selling.
- 1.4 Distance selling: an agreement whereby 4taktwinkel.nl makes use of one or more means of communication to conclude an agreement at a distance.
- 1.5 Offer: every offer what 4taktwinkel.nl does for goods or services with the associated conditions that apply.
- 1.6 Withdrawal period: the period within which the consumer can make use of his right of withdrawal.
- 1.7 Price: the price for the products.

Article 2: Identity of the company

Name: 4taktwinkel.nl
Location and/or visiting address: Energiestraat 4, 8051TE, Hattem
Telephone number: 0031 (0) 38-7850973
Opening hours: Tuesday to Saturday from 10.00 am to 5.00 pm.
E-mail address: info@4taktwinkel.nl
Chamber of Commerce number: 76864642
VAT identification number: NL 860815109 B01

Article 3: Applicability of general terms and conditions

3.1 These general terms and conditions apply to every offer made by the company and the

agreement concluded between the company and the consumer.

3.2 The text of the general terms and conditions will be made available to the consumer prior to the conclusion of the distance purchase. If this turns out not to be reasonably possible, the company must indicate, before concluding the distance purchase, that the general terms and conditions can be consulted at the company. At the consumer's request, the general terms and conditions may also be sent to the consumer by the company free of charge if they have not been made available in reason.

3.3 In the event that the distance purchase is concluded electronically, the text of the general terms and conditions may be made available electronically before the distance purchase is concluded. This must be done in such a way that the consumer can easily store the general terms and conditions. If this turns out not to be possible, the consumer will be informed in what way the general terms and conditions can then be read electronically or in what other way the general terms and conditions can be sent free of charge.

3.4 Deviating provisions must be laid down in writing.

Article 4: The offer

4.1 The offer contains a truthful, clear and accurate description of the offered product.

4.2 When using an image(s), the company must show a truthful representation of the offered product with these image(s). The company is not bound by obvious errors and/or mistakes in the offer.

4.3 With every offer, the company must state the following: the price, the payment method, the shipping costs and any other conditions that apply to the product.

Article 5: Realization of the agreement

5.1 The agreement is only concluded at the moment of acceptance of the offer by the consumer.

5.2 In case the consumer has accepted the offer by electronic means, the company confirms the receipt of the acceptance of the offer by electronic means.

5.3 The company must provide the consumer with the written general terms and conditions before or during the execution of the agreement.

5.4 The company provides its company name, business address and telephone number during the execution of the agreement in order to give the consumer the opportunity to report any complaints.

5.5 The company will provide the consumer with the relevant information regarding the applicable guarantee on the products.

5.6 If applicable, the company must state the period of validity of the price or offer of the products.

Article 6: Right of withdrawal

6.1 If the product has been delivered, the consumer has the possibility to dissolve the agreement within the period of 30 days when purchasing the products.

6.2 During the reflection period, the consumer will handle the product with care. The consumer should remove the product from the packaging in moderation and only if necessary.

6.3 If the consumer makes use of his right of withdrawal, he must return the product to the company, if possible, in the original packaging and including all accessories.

6.4 The company does not charge any costs for the revocation, but the company does oblige the consumer to pay the costs for the return.

6.5 When cancelling the contract, the company must refund the amount paid by the consumer.

The payment must be made as soon as possible, at the latest within 14 days.

6.6 The consumer cannot make use of his right of withdrawal in case of customization or a product with a different clearly personal character.

Article 7: Costs in case of withdrawal

7.1 If the consumer makes use of his right of withdrawal, at most the costs of returning the goods will be for his account.

7.2 If the consumer has paid an amount, the company will refund this amount as soon as possible, but at the latest within 14 days after withdrawal. This is on the condition that the product has already been received back by the company.

Article 8: Price

8.1 The company must clearly state the price of a product and uses a clear indication of the currency in symbol or word.

8.1 The price of a product stated in the offer may not be increased.

8.2 In exception to the previous article, a price increase is only possible in the following cases:

- a price change as a result of a change in the VAT rate;
- a price change (within 3 months after the conclusion of the contract) as a result of statutory changes and/or provisions.

8.3 If the company implements a price increase within 3 months after the conclusion of the contract, the consumer has the possibility to dissolve the contract.

8.4 In the case of products where prices are subject to fluctuations on the financial market, clear information will be provided about this. The prices of these products are then regarded as guide prices.

8.5 The price of the product on offer is inclusive of VAT.

Article 9: Order and delivery

9.1 The company takes great care in processing every order.

9.2 Unless otherwise agreed, the company is to deliver the order as soon as possible, but at the latest within 30 days. This period will be effective from the moment the agreement is concluded.

9.3 If the company cannot deliver within 30 days or can only partially perform the agreement, the company must inform the consumer of this within 30 days at the latest.

9.4 In case of termination in accordance with the previous paragraph, the company will refund the amount paid by the consumer as soon as possible, but at the latest within 30 days after termination.

9.5 The delivery of the goods will take place at the address indicated by the consumer, unless agreed otherwise. In case of collection, this paragraph does not apply.

9.6 The risk of loss of or damage to the product lies with the company until the moment of delivery to the consumer, or with a representative indicated by the company, unless agreed otherwise.

Article 10: Payment

10.1 Unless otherwise agreed, the consumer must pay the amount due within 14 days after receipt of the goods.

10.2 The Company is obliged to clearly indicate how a payment can be made.

10.3 In case of non-payment by the consumer, the company has the right to charge the costs

made for this, with the legal restrictions for this. The company must inform the consumer in advance of the reasonable costs incurred.

Article 11: Settlement of complaints and disputes

11.1 The company will provide the consumer with a clear indication of his contact details in order to give him the opportunity to submit a complaint.

11.2 Any complaint must be dealt with by the company as soon as possible, at the latest within a period of 14 days. If the company expects a longer processing time for a submitted complaint, the consumer will be informed of this in writing within 14 days.

11.3 In case of a complaint, the company will always look for a suitable solution and will keep the consumer informed.

11.4 If no suitable solution has been found, the consumer can appeal to the disputes/complaints committee.

Article 12: Protection of data and privacy

12.1 The company must handle personal data with great care.

12.2 The consumer will be kept informed of the use of his personal data.

12.3 If the company uses personal data for commercial purposes, such as newsletters, he must give the consumer the choice whether he wants this. Unsubscribing from certain procedures, such as unsubscribing from a newsletter, must be stated simply and clearly.

12.4 When using the consumer's personal data other than for the execution of the delivery of the product, the company must obtain permission from the consumer.

12.5 The consumer has the possibility to change her data.

Article 13: Modification of terms and conditions

The company is authorised to make amendments to the general terms and conditions and to its website. These changes will be announced in good time and published on the website.

Article 14: Cookies

14.1 A cookie is a small text-file that with every visit to a website is sent to the computer. Almost all websites use cookies to improve the speed and the convenience of the website.

14.2 Cookies make sure that with every visit you do not have to put in or receive the same information repeatedly. We make surfing on our website easier for you.

14.3 For more information about privacy, cookies and a overview of the specific cookies used on 4taktwinkel.nl we kindly refer to our [Privacy Policy](#).

14.4 Instructions about changing the settings of your browser you will find under "help" in the toolbar of your browser.

Article 15: Privacy policy

15.1 With every visit to our website, our webserver does not automatically recognize your domain name or e-mailadres. With every visit to our website we keep; your e-mailadres if you communicate this to us and all the information that you send to us voluntary. This information is used to contact you when necessary. The information is only used within our company and is not public to other organisations for commercial purposes. This information will also not be used to gather information about you or to send you involuntary information.

15.2 This website makes use of cookies. A cookie is a small file that will be sent from an internetserver and that will install itself on the hard drive of your computer. This file keeps track of

the visited website and keeps information about this visit.

15.3 When we receive or transfer data on our website, we use encryption technologies who are acknowledged as standard within the IT-industry. When we receive or transfer certain sensitive information, like for example financial details, we use a secured server. You can recognize the secured connection by the green lock and HTTPS in the address bar of your browser.

15.4 Our company is allowed to use consumer data for new purposes who are not listed in our privacy-statement. In that case, we will always notify you before using your data for new purposes, to keep you updated on our changes or additions to our privacy statement on protecting personal data to give you a chance to decline your participation. When requested, we give visitors the chance to change possible incorrect data that we keep. If you wish to improve your data, please contact us with the contact-details provided above.

15.5 If you think we have made a mistake in our privacy-statement and our website, please contact us. 4taktwinkel respects the privacy of its costumers and the visitors of this website.