Terms and conditions

Kerststallen.com

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Terms and Conditions

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Please replace the information between square brackets before publication.

Article 1 - Definitions

In these Terms and Conditions, the following definitions apply:

- Trader: the natural or legal person offering products remotely to consumers through Kerststallen.com.
- Consumer: a natural person acting for purposes outside their trade, business, craft or profession.
- Agreement: a distance contract concluded between the Trader and the Consumer through the Kerststallen.com online store.
- Product: any tangible item offered by Kerststallen.com.
- Cooling-off period: the period during which the Consumer may exercise the statutory right of withdrawal.
- Right of withdrawal: the Consumer's right to withdraw from the distance contract within the statutory cooling-off period without giving a reason.
- Item on order: a Product that is not available from Kerststallen.com's own stock at the time of ordering and is ordered from a supplier after the Consumer places the order.

Article 2 - Identity of the Trader

Trading name: Kerststallen.com

Legal name: Van Appeldoorn V.O.F.

Business address: Dorpsstraat 45

Postal code and city: 6681 BL BEMMEL

Country: The Netherlands

Chamber of Commerce number: 10007877

VAT identification number: NL820495414B01

Email: info@kerststallen.com

Telephone: +31 (0)481 450 267

Return address: Dorpsstraat 45, 6681 BL BEMMEL

Article 3 - Applicability

- These Terms and Conditions apply to every offer made by Kerststallen.com and every agreement concluded with a Consumer through the online store.
- Before the agreement is concluded, these Terms and Conditions are made available in a manner that allows the Consumer to read and save them.
- If additional product or promotional conditions apply, these will also be made available before the agreement is concluded.
- If any provision is void or unenforceable, the remaining provisions remain in force.
- Mandatory consumer rights cannot be excluded or restricted by these Terms and Conditions.

Article 4 - The offer

- Kerststallen.com describes the Products as completely and accurately as can reasonably be expected.
- Obvious mistakes, typographical errors or evident errors in the offer are not binding on Kerststallen.com.
- Each Product is accompanied by its price and, where applicable, relevant characteristics, variants, sizes, colours and an indication of availability.
- Images are intended to represent Products as faithfully as possible. Individual handcrafted Products may differ as described in Article 10.

Article 5 - Conclusion of the agreement

- The agreement is concluded after the Consumer completes the ordering process and Kerststallen.com confirms the order, except where Kerststallen.com is legally entitled or required not to fulfil the order.
- The Consumer is responsible for providing correct and complete information during checkout.
- Kerststallen.com confirms the order electronically.
- Information relevant to the agreement, including these Terms and Conditions and information concerning the right of withdrawal, is provided in a form the Consumer can retain.

Article 6 - Prices and payment

- Consumer prices shown on Kerststallen.com include applicable VAT unless expressly stated otherwise.
- Shipping charges and any other additional costs are shown before the Consumer finally places the order.
- Payment is made using one of the payment methods offered during checkout.
- Depending on country, availability and payment provider, payment methods may include iDEAL/Wero, Bancontact, Apple Pay, KBC/CBC, Belfius, Billie, Satispay and Swish.
- Only payment methods actually displayed during checkout are available for the relevant order.
- Kerststallen.com may use an external payment service provider to process payments.

Article 7 - Delivery and shipping area

- Kerststallen.com delivers to addresses in the Netherlands, Belgium, Luxembourg, France, Spain, Germany, Denmark, Sweden and Finland.
- Delivery is made to the delivery address entered by the Consumer during checkout.
- Kerststallen.com uses a carrier or logistics service provider selected by Kerststallen.com.
- Available shipping methods and associated costs are shown during checkout.

- The risk of loss of or damage to the Product during transport to the Consumer remains with Kerststallen.com until the Product has been received by the Consumer or a third party designated by the Consumer other than the carrier, subject to statutory exceptions.

Article 8 - Delivery times

- Products in stock normally have an expected delivery time of 1 to 7 business days, unless another delivery time is stated on the Product page or during checkout.
- A stated delivery time is an expected delivery time unless a fixed delivery date has expressly been agreed.
- Products offered as an item on order normally have an expected delivery time of 4 to 6 weeks or sooner, unless another delivery time is stated for the Product.
- The longer delivery time stated for an item on order forms part of the offer and is accepted by the Consumer when concluding the agreement.
- If delivery within the stated or agreed period proves impossible, Kerststallen.com will inform the Consumer as soon as possible.
- The Consumer's statutory rights in the event of late delivery remain unaffected.

Article 9 - Items on order

- Some Products are not immediately available from stock and are ordered from a supplier after the Consumer places an order.
- These Products are clearly identified in the online store as an item on order, together with the expected delivery time.
- The mere fact that a Product is ordered from a supplier after the Consumer's order does not mean that it has been made to the Consumer's specifications.
- The statutory right of withdrawal therefore remains applicable to a regular item on order unless a statutory exception applies.
- If a Product is actually manufactured according to the Consumer's individual specifications or is clearly personalised, the statutory right of withdrawal may be excluded. Where applicable, this will be clearly communicated before the order is placed.

Article 10 - Natural materials and handcrafted Products

- Part of the Kerststallen.com range consists of wooden, handmade, hand-carved, hand-painted or otherwise handcrafted Products.
- Wood is a natural material. Differences may therefore occur in wood grain and structure, colour and shade, natural pattern, natural discolouration, small knots and other natural characteristics.
- Handmade, hand-carved and hand-painted Products may also show minor differences in shape, dimensions, detailing, painting, colour nuance and finish.
- A delivered Product may therefore differ in minor respects from Product photographs or from another example of the same Product.
- Normal differences that can reasonably be expected as a result of the natural material or handcrafted production process are characteristics of the Product and do not automatically constitute a defect.
- This Article does not restrict the Consumer's statutory rights. The Product supplied must meet the expectations the Consumer may reasonably have on the basis of the agreement and the Product information provided.

Article 11 - Right of withdrawal

- For Products purchased through Kerststallen.com, the Consumer generally has the right to withdraw from the agreement within 14 days without giving a reason.

- The cooling-off period begins on the day after the Consumer, or a third party designated in advance by the Consumer other than the carrier, receives the Product.

- If one order consists of several Products delivered separately, the cooling-off period generally starts on the day after the final Product has been received, where required by law.

- The Consumer must inform Kerststallen.com unequivocally within the cooling-off period that they wish to exercise the right of withdrawal.

- The Consumer may use the model withdrawal form, the online withdrawal function on Kerststallen.com or another unequivocal statement.

- After notifying Kerststallen.com of the withdrawal, the Consumer has a further maximum period of 14 days in which to return the Product.

- Use of the model withdrawal form is not mandatory.

Article 12 - Consumer obligations during the cooling-off period

- During the cooling-off period, the Consumer must handle the Product and its packaging with care.

- The Consumer may only unpack, inspect and assess the Product to the extent necessary to establish its nature, characteristics and functioning, comparable to what would be permitted in a physical shop.

- If the Consumer handles the Product beyond what is necessary for this assessment and the Product consequently decreases in value, the Consumer may be liable for that diminished value to the extent permitted by law.

Article 13 - Returns following withdrawal

- Following a valid withdrawal, the Consumer returns the Product within 14 days to the return address provided by Kerststallen.com.

- The direct cost of returning a Product following an ordinary withdrawal is borne by the Consumer, unless Kerststallen.com has expressly stated otherwise in advance.

- The Consumer is advised to package the Product carefully and securely to prevent transport damage.

- If the Product is defective, incorrectly supplied or otherwise not in conformity with the agreement, statutory rules apply and necessary return costs will not be treated as ordinary withdrawal costs payable by the Consumer.

Article 14 - Refund following withdrawal

- Following a valid withdrawal, Kerststallen.com refunds the payments received from the Consumer to which the Consumer is legally entitled.

- In the case of a complete withdrawal, this includes the cost of the least expensive standard delivery method offered by Kerststallen.com for delivery to the Consumer.

- Additional costs resulting from the Consumer expressly choosing a more expensive delivery method than the least expensive standard delivery method need not be refunded to the extent permitted by law.

- The refund will be made no later than 14 days after Kerststallen.com has been informed of the withdrawal.

- Kerststallen.com may withhold reimbursement until the returned Product has been received or until the Consumer provides evidence that the Product has been sent back, whichever occurs first.

- The same means of payment used for the original transaction will normally be used for the refund unless expressly agreed otherwise with the Consumer.

Article 15 - Exceptions to the right of withdrawal

- The right of withdrawal does not apply where a statutory exception applies. This may include Products made to the Consumer's specifications that are not prefabricated, or Products that are clearly personalised for a specific Consumer.
- Where such an exception applies to a Product, this will be clearly stated before the agreement is concluded.
- A Product is not excluded from the right of withdrawal merely because Kerststallen.com orders it from a supplier after receiving the Consumer's order.

Article 16 - Conformity and statutory guarantee

- Kerststallen.com warrants that supplied Products conform to the agreement and applicable statutory requirements.
- The Consumer retains all rights arising from statutory conformity rules.
- If a Product is delivered damaged, defective, incorrect or otherwise not in conformity with the agreement, the Consumer is requested to contact Kerststallen.com as soon as possible so that an appropriate solution can be provided.
- Any commercial manufacturer's or supplier's warranty does not affect the Consumer's statutory rights.
- The normal characteristics of natural and handcrafted Products described in Article 10 are taken into account when assessing the reasonable expectations concerning the Product.

Article 17 - Transport damage

- The Consumer is requested to report visible transport damage to Kerststallen.com as soon as possible after receipt, preferably accompanied by photographs of the Product and packaging.
- Prompt notification assists Kerststallen.com in handling the damage with the carrier.
- Failure to report transport damage immediately does not affect the Consumer's statutory rights.

Article 18 - Complaints

- Complaints concerning a Product, order or service may be submitted in writing by email to [EMAIL ADDRESS].
- The Consumer is requested to describe the complaint as fully as possible and, where relevant, include the order number and supporting photographs.
- Kerststallen.com will deal with complaints within a reasonable period and respond substantively as soon as possible.
- If a complaint cannot be resolved by mutual agreement, the Consumer retains the remedies available under applicable law.

Article 19 - Personal data

Kerststallen.com processes personal data in accordance with applicable privacy legislation. Further information about the processing of personal data is provided in the privacy notice on Kerststallen.com.

Article 20 - Applicable law

- Agreements with Kerststallen.com are governed by Dutch law.
- This choice of law does not deprive a Consumer residing in another Member State of the European Union of the protection afforded by mandatory provisions of the law that would apply in the absence of this choice.
- Disputes will be submitted to the court having jurisdiction under the applicable statutory rules.

Article 21 - Amendments to these Terms and Conditions

- Kerststallen.com may amend these Terms and Conditions.
- An order is generally governed by the Terms and Conditions that applied when the agreement was concluded.
- New Terms and Conditions will not be applied retroactively to the Consumer's detriment.

Model withdrawal form

Complete and return this form only if you wish to withdraw from the agreement.

To:

Kerststallen.com

Van Appeldoorn V.O.F.

Dorpsstraat 45

6681 BL BEMMEL

info@kerststallen.com

I/We hereby give notice that I/We withdraw from my/our contract of sale of the following goods:

.....

Order number: .....

Ordered on: .....

Received on: .....

Name of consumer(s): .....

Address of consumer(s): .....

Signature of consumer(s): (only if this form is submitted on paper)

.....

Date: .....