# Terms and Conditions - ZO GOED ALS OUD

The General Terms of Delivery and Payment of Zo Goed als Oud (ZGAO), place of business in The Netherlands, Amsterdam, Gerard Doustraat 254-III; 1073 XD, registered with the Dutch Chamber of Commerce under number 51863480. These general terms and conditions apply to all agreements, including future agreements, in any form unless expressly agreed otherwise in writing.

ZO GOED ALS OUD contracting party will hereinafter be referred to as "the Customer".

### 1.Prices

- 1. The prices specified by ZO GOED ALS OUD are in Euros, or in another currency agreed with ZO GOED ALS OUD in writing. Any differences in exchange rate are for the risk of the Customer, unless further agreed in writing.
- 2. The prices specified by ZO GOED ALS OUD are subject to the margin schem. ZO GOED ALS OUD pays VAT over the profit.
- 3. Delivery costs depend on the distance and the size / weight of the object.
- 4. Prices and other information stated on the website are subject to change.

#### 2. Offers and contract

- 1. All of ZO GOED ALS OUD offers are without obligation, unless a period for acceptance has been set. If no acceptance period has been set, no right can be derived from the offer.
- 2. An agreement between ZO GOED ALS OUD and the Customer will become effective after ZO GOED ALS OUD has sent the written order confirmation to the Customer.
- 3. Offers do not automatically apply to future orders.

### 3.Payments

- Payment of an item can be made by the following payment methods: bank transfer (in advance) account Fleur Bannink Styling & Design, NL52RABO0128398213, Paypal or cash on collection/delivery.
  - For international payments, a bank transfer can be used. our international bank account code (IBAN and BIC). Additional bank charges for international transactions are the Customer's responsibility.
- 2. The full amount must be paid upon delivery (purchase amount + delivery costs) to be paid before the delivery date or on delivery. If no payment is possible, the product will be taken back and the delivery costs and any additional costs incurred will be passed on.
- 3. Failure to pay or late payment of the invoice gives Zo Goed Als Oud the right to suspend the agreement and/or to demand suretyship before continuing the agreement.

## 4. Delivery, shipping and transport

- 20 GOED ALS OUD can deliver items within the Netherlands themselves Delivery costs are agreed upon delivery with the customer. ZO GOED ALS OUD specifies its delivery periods as accurately as possible. Delivery periods are an indication .ZO GOED ALS OUD delivers to the front door. The carrier is not insured to lift the item in, up or down. The Customer is responsible for receiving the product inside the building. If the product cannot enter the building, it can be taken back, but the delivery costs and any additional expenses will be passed on to the customer. These costs amount to €50 + €0.19 per kilometer and 10% of the total purchase amount.
- 2. ZO GOED ALS OUD can arrange insured international transport provided by a third party. ZO GOED ALS OUD is not responsible for any damage caused by the transport of third parties or the Customer 's own transport. ZO GOED ALS OUD always packs the furniture with great care. However, it can happen that something is damaged during the shipping process via the carrier. If the Customer finds damage to the delivered products, he/she must report this to the carrier upon delivery, and take pictures of the damaged parcel. In case of damage the customer must report this to Zo Goed Als Oud within 24 hours.

ZO GOED ALS OUD will start a claim against the shipping company totry and get compensation for the transort costs.

## 5.Shipping and delivery costs

- 1. For the shipment of small products, Zo Goed Als Oud uses the services of shipping companies like PostNL and/or FedEx. Shipping rates and terms are determined by these shipping companies.
- 2. Shipping costs for larger items depends on the size and weight of the item and the distance. For transport under our own management, the transport costs amount to € 50 + € 0.19 per kilometer driven (return).
- 3. For transport by external transport companies, transport costs are on request. Shipping costs abroad are on request.

# 6.Returns

- 1. ZO GOED ALS OUD does everything it can to deliver a good product. All the products offered are second-hand, so have traces of use. ZO GOED ALS OUD always mentions the incompleteness, damages and dimensions on the site, to avoid disappointment.
- 2. The customer has the right to dissolve the agreement without giving reasons within 7 working days of receipt, provided that the item is in the same condition as when the purchase agreement was concluded. (art 7:46d BW).
- 3. The Customer is responsible for checking the product, such as dimensions and any signs of use and/or damage. always advises, if in doubt, to come by first to take a good look at the products or ask for additional images or video.

## 7. Warrranty & Service SEP

- 1. In the event of a dispute or complaint, ZO GOED ALS OUD will handle it and try to reach a solution in all reasonableness.
- 2. ZO GOED ALS OUD will inform the customer in all honesty beforehand about the signs of use and imperfections of the second-hand product. However, the customer is also responsible for checking the products before making a purchase. if the Customer is not satisfied with the product after the purchase agreement, the item can be returned within 7 days, provided that the item is in the same condition as at the time of the conclusion of the purchase agreement.
- 3. In the event of a complaint, the buyer can submit his complaint in writing (via textmessage, email or letter) to ZO GOED ALS OUD. ZO GOED ALS OUD aims to deal with the complaint within 30 days. If this is not possible, the buyer will be informed of the delay time. This arrangement applies without prejudice to the rights and claims that the law grants to the customer.
- 4. If ZO GOED ALS OUD accepts the Customer's complaint, this does not mean that ZO GOED ALS OUD accepts any liability.
- 5. If ZO GOED ALS OUD determines that the complaint is well founded, ZO GOED ALS OUD is only obligated, at its own discretion, to restore the faulty products, or to replace them, or to credit them, without the Customer having any right to any additional compensation.

### 8. Model, price and color deviations

ZO GOED ALS OUD reserves the right to deviations in colour, model, size and price. Color deviations can occur due to light and flash when shooting, and cannot always be avoided. In the event of major deviations in model, color and price, ZO GOED ALS OUD will inform the customer in advance. Minor deviations cannot constitute grounds for complaints.

#### 9. Complaints & Liability

- 1. Zo Goed Als Oud cannot be held liable for any damage, whether physical, material or immaterial, that could be the result of faulty functioning or incorrect use of the products sold by us.
- 2. Zo Goed Als Oud does not accept any liability for damage, of whatever nature, resulting from this internet site and/or decisions based on information from this site.
- 3. Zo Goed Als Oud is not liable for any consequences of a delayed delivery of an order.

### 10. Privacy

- 1. Zo Goed Als Oud does not pass on personal data of the customer to third parties.
- 2. The personal data will only be used for the purpose of processing, delivery of the order and administration.
- 3. The customer is automatically registered for the newsletter, which can be canceled at any time.

## 11. Copyright

The entire content of the website is protected by copyright. This includes all (but is not limited to) text, images, photos, and products that it has created in-house. All material that can be requested through this website may only be used to obtain more information about Zo Goed Als Oud and its services. None of the materials obtainable through this website may be used, copied, imitated, adapted, modified, printed, projected or viewed in any manner other than as described above without express permission.

Copyright arises automatically through the "creative act" and is valid until 70 years after the death of the creator. No formal requirement such as registration, filing, application or even the placement of a copyright sign is required to claim the protection. In particular, a work does not have to be finished before it is protected: every draft version is already protected, as long as the creative hand of the maker can be recognized in it. All violations will be prosecuted and, if necessary, we will report them.

By placing an order, the customer declares to agree without reservation to the above general terms and conditions. These terms and conditions are exclusively governed by Dutch law.

Last modified January 2022