

[Terms and Conditions web store BeaniePlanet.com](#)

These general terms and conditions contain a number of basic rules for us as a web store and for you as a consumer.

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Article 1 Definitions

In these terms and conditions we mean by:

1. We: the natural or legal person who provides products and / or services to consumers remotely offering; in this case the web store where you made the purchase.
2. You: this is you; the natural person who is not acting in the exercise of a profession or business and a enter into a distance agreement with us.
3. Distance contract: an agreement in which exclusively or partly use is made of one or more techniques for distance communication (see No. 4) for the sale of a product, service or digital content up to and including the conclusion of the agreement, for example an order with a web store, but also telephone or written orders.
4. Technology for distance communication: means that can be used to close a agreement, without you and we having been in the same room at the same time; for example telephone or internet.
5. Withdrawal period: the period within which you can make use of the right of withdrawal.
6. Right of withdrawal: your option to cancel the contract within the cooling-off period distance.
7. Day: calendar day.
8. Duration transaction: a distance contract for a series of products, services or digital content, the delivery and / or purchase obligation of which is spread over time.
9. Sustainable data carrier: any means that you can use to provide information that is personal to you targeted storage, whereby this information can be consulted later and unchanged reproduction of this information is possible, for example a CD-ROM or a USB stick.

10. Digital content: data that is produced and delivered in digital form

Article 2 Our identity

BeaniePlanet.com

Zestienhovensekade, 324 3043KZ Rotterdam South Holland The Netherlands

Telephone number: 06-34862557

Accessibility :

Email address: support@beanieplanet.com

Chamber of Commerce number: 60086106

VAT identification number: NL143618519B01

Bank account number (IBAN and BIC): NL66ABNA0825439302 ABNANL2A

Article 3 Applicability

1. These general terms and conditions apply to every offer from us and to every effect distance agreement between you and us.
2. These general terms and conditions are available to you before you conclude the distance contract.
If this is not reasonably possible, it will be indicated where and how you will accept the general terms and conditions can see us. If you wish, we will send you the general terms and conditions as quickly as possible for free.
3. If the distance contract is concluded electronically, we can do differently than in the above member and before the agreement is concluded - these general terms and conditions electronically to you make available. We do this in a way that you can easily save it on one durable data carrier. If this is not reasonably possible, we will indicate where and how you would like this can view general terms and conditions electronically. If you ask, we will send it to you as quickly as possible possible free electronically
4. If specific product or service conditions apply in addition to our general terms and conditions, paragraphs 2 and 3 are also valid for this. When conflicting terms and conditions apply you can rely on the provision that is most beneficial to you.

Article 4 Information

1. Before you close the purchase, you will receive information that allows you to properly assess the offer, for example through a description and images of the product, service and / or digital content that correspond to reality. You will also receive clear information about your rights and obligations such as:

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1. the total price to be paid, including, for example, a disposal fee or delivery costs;
2. the way in which the agreement is concluded;
3. whether or not the right of withdrawal applies;
4. the method of payment, delivery or implementation of the agreement;
5. the term that the price or the option to accept the offer applies;
6. the rates that you must pay if you want to contact us, when this is different from it basic rate;

7. the way in which you do not want to act before concluding the agreement becomes aware, as well as the way in which you can repair these before the agreement is concluded coming;
 8. the possible languages in which, in addition to Dutch, the agreement can be concluded;
 9. the codes of conduct that we must adhere to and the way in which you apply these codes of conduct can view electronically;
 10. the way in which you can view the data that we have stored about you; and
 11. the minimum duration of the distance agreement, if it is a duration transaction.
2. You will receive the following from us at the latest when the product, service or digital content is delivered information. You will receive this information in writing or in such a way that you can easily save it on one durable data carrier (for example a CD-ROM or a USB stick):
- a. our visiting address, where you can submit a complaint;
 - b. whether you have a right of withdrawal and, if you have a right of withdrawal, the way you do this can use;
 - c. information about existing after-sales service and guarantees;
 - d. the information referred to in paragraph 1 above, unless you have provided this before the performance of the agreement has got;
 - e. the conditions for canceling the agreement if it lasts longer than one year or is of indefinite duration;
 - f. if you have a right of withdrawal, the model form for withdrawal.
3. For an extended transaction, paragraph 2 only applies to the first delivery.

[Article 5 Confirmation and security](#)

1. Once you have placed an order, you will receive an electronic confirmation from us. As long as this is not has happened, you can still cancel the purchase by terminating the agreement (see article 9).
2. If you order via the internet, we protect the exchanged data and the online environment. If you we pay electronically, we provide appropriate security measures.
3. We can investigate whether you can meet your payment obligation and whether you can close the agreement can act responsibly, as long as we remain within the law. We may, for example check whether you are registered with the Credit Registration Office. When we have good reasons have to not enter into the agreement, we may motivate your order or request refuse or attach special conditions to the implementation.

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Article 6 Right of withdrawal upon delivery of products

When purchasing products you have a cooling-off period of at least 14 days.

1. The cooling off period starts on the day after you have received the product or that this is done by you in advance designated third party has been received; or:
 - a. if you have ordered several products in one order: the day on which you, or one by you designated other - not the carrier - has received the last product. We can, when we have clearly informed you about this prior to the ordering process, a refuse order for multiple products with different delivery times.
 - b. if the delivery of a product consists of different shipments or parts: the day on which you or another person designated by you - not the carrier - the last shipment or the last part has received;
 - c. for agreements for regular delivery of products during a certain period: the day on which you have the first product on a person designated by you other than the carrier receive.
2. You may terminate the agreement during the cooling-off period (see article 9 how you can do this).
3. You must handle the product and the packaging with care during the cooling-off period. That means that you only unpack or use the product to the extent necessary to assess whether you want the product to hold. If you use your right of withdrawal, you send the product with all delivered accessories and if reasonably possible - back to us in the original condition and packaging. We inform you how you can do this. This information must be reasonable and clear by law.
4. If you make use of your right of withdrawal, you pay at most the costs of return.
5. All other costs that you have already paid, including delivery costs, will be paid as quickly as possible back, but no later than 14 days, counted from the day after you have reported the cancellation. If we do not collect the product ourselves, we may wait to refund until we receive it received the product or you have demonstrated that the product has been returned. We will pay you back at the time that falls first.

Article 7 Right of withdrawal upon delivery of services and digital content that is not on a tangible medium delivered

1. When you provide services and digital content that is not supplied on a tangible medium, you have a cooling-off period of at least 14 days. The reflection period starts on the day after you enter into the agreement. During the cooling-off period you can cancel the agreement without giving any reason.
2. We provide you with information about how you can use with the offer, or at the latest upon delivery of the service make your right of withdrawal. This information must be reasonable and clear.
3. We will reimburse all costs that you have already paid as quickly as possible, but no later than within 14 days, counted from the day after you have notified us of the cancellation.

Article 8 Exclusion of the right of withdrawal

Sometimes you do not have a right of withdrawal. We must then make this clear and before the agreement becomes mention closed. It's about:

1. Products or services whose price depends on fluctuations in the financial market on which we have no influence and which fluctuations may occur within the withdrawal period occur;
2. Agreements concluded during a public auction. Under a public auction we provide a sales method where we offer products, services, and / or digital content to you while you are personally present or have the opportunity to be present at the auction below management of an auctioneer, and where the successful bidder is obliged to provide the products, services

and / or purchase digital content;

3. Service contracts, after full performance of the service, but only if:
 - a. the implementation has begun with your explicit prior consent and
 - b. You have stated that you will lose your right of withdrawal as soon as we have the contract in full executed;
4. Service contracts for the provision of accommodation, if one in the contract state or date of execution and is different than for residential purposes, freight transport, car rental services and catering;
5. Package travel as referred to in Article 7: 500 of the Dutch Civil Code and passenger transport agreements;
6. Agreements about leisure activities, if a specific date or period of execution state;

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7. Products manufactured according to your specifications, which are not prefabricated and which become Manufactured based on your individual choice or decision, or that is clear for a specific one person are intended;
8. Products that spoil quickly or have a limited shelf life;
9. Sealed products that are not suitable for reasons of health protection or hygiene to be returned and of which the seal was broken after delivery;
10. Products that are irrevocably mixed with other products after delivery due to their nature;
11. Alcoholic beverages the price of which was agreed at the conclusion of the agreement, but of which the delivery can only take place after 30 days, and whose actual value depends on market fluctuations over which we have no influence;
12. Sealed audio, video recordings and computer software of which you have the seal broken;
13. **Individual newspapers and magazines with the exception of subscriptions to them;**
14. The delivery of digital content other than on a material medium, but only if:
 - a. the implementation has begun with your explicit prior consent; and
 - b. You have stated that you hereby lose your right of withdrawal.

[Article 9 Cancellation by cancellation](#)

1. You can terminate the agreement free of charge within the reflection time and even if you have not yet placed the order has received (see Article 6 for products, Article 7 for services and / or digital content and Article 8 for possible exceptions).
2. To make use of the right of withdrawal, you must report the withdrawal to us. This is possible by means of the model withdrawal form or in another unambiguous manner.
3. If we make it possible for you to notify you of the cancellation electronically, we will send a copy receive a confirmation of receipt immediately.
4. We may ask you about the reason for the cancellation, but you do not have to give it.
5. You must receive the product as soon as possible, but within 14 days from the day following the paragraph 2 referred report, send it back to us, or hand it over to (an authorized person of) us. This is necessary

not if we have offered to collect the product ourselves. You have the return period in any case taken into account if you return the product before the cooling-off period has expired.

6. You return the product with all accessories supplied, if reasonably possible in the original condition and packaging, and in accordance with the reasonable and clear instructions provided by us.
7. You bear the risk and the burden of proof for the correct and timely exercise of the right of withdrawal.
8. You pay the direct costs of returning the product. If we have not reported that you have to bear these costs, or if we indicate that you want to bear the costs yourself, you have to pay the costs return not to be paid.
9. If you cancel after first explicitly requesting that the service start during the consideration period, you owe us an amount that is proportional to that part of the service that we have carried out at the time of cancellation compared to the full implementation of the shift.
10. You do not bear any costs for the performance of services such as:
 - a. we provide you with the legally required information about the right of withdrawal, the reimbursement of costs have not provided revocation or the model revocation form, or;
 - b. you do not explicitly have to commence the performance of the service during the cooling-off period requested.
11. You do not bear any costs for the full or partial delivery of non-material carriers digital content provided, if :.
 - a. you did not explicitly agree to the commencement of the fulfillment of the agreement before the end of the reflection period; .
 - b. you have not acknowledged that you have lost your right of withdrawal when giving his permission; or .
 - c. **we have failed to confirm this statement from you.**
12. If you make use of your right of withdrawal, all additional agreements will be from dissolved by law. .
13. We use the same payment method for reimbursement as you used, unless you agree to another method. The reimbursement is free of charge for you. .

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14. If you have opted for a more expensive method of delivery than the cheapest standard delivery, we do not have to reimburse the additional costs for the more expensive method.

Article 10 The price

1. We may change the price of the service or product offered during the period stated in the offer validity period, except as a result of changes in VAT rates.
2. Contrary to the previous paragraph, we can offer products or services whose prices are subject to fluctuations in the financial market and over which we have no influence, with variable prices to offer. In the offer we will state this link to fluctuations and the fact that any stated prices are target prices.
3. We may only raise the price within 3 months after the conclusion of the agreement if the increase is the result of statutory regulations or provisions.
4. We may only increase the price from 3 months after the conclusion of the agreement if we have stipulated this prior to concluding the agreement and:
 - the price increase is the result of statutory regulations or provisions; or

b. you can cancel the agreement on the day the price increase takes effect.

5. All prices include VAT.

Article 11 Conformity and warranty

1. We guarantee that the products and / or services comply with the agreement, the in the offer specifications, the reasonable requirements of reliability and / or usability and the date of conclusion of the agreement existing legal provisions and / or government regulations. We are also responsible for other than normal use if you have this with us agreed.
2. We, a manufacturer or an importer can offer you a guarantee scheme. This arrangement does nothing the rights and claims that you have in the event of a shortcoming in our performance obligations under the law and / or the distance agreement.

Article 12 Delivery and implementation

1. We are as careful as possible when receiving and when executing orders from products and when assessing applications for the provision of services.
2. The place of delivery is based on the address that you provide to us.
3. We execute accepted orders as a matter of urgency, at the latest within 30 days, unless a longer one delivery time has been agreed. If the delivery is delayed, or if an order is not or can only be partially implemented, you will receive this at the latest one month after installation of the order message. In that case you have the right to terminate the agreement without costs dissolve and entitled to possible compensation.
4. In the event of dissolution on the grounds of the previous paragraph, we will pay the amount that you have paid returned immediately.
5. The risk of damage and / or loss of products lies with us until the moment of delivery to you or a pre-designated and announced representative, unless explicitly otherwise agreed.

Article 13 Duration transactions: cancellation, extension and duration

Cancellation:

1. You can enter into an agreement for an indefinite period of time and which concerns an extended transaction, at any time cancel as long as you thereby adhere to the agreed cancellation rules and with a cancellation period of one month at most.
2. You can enter into a contract for a definite period of time and that concerns an extended transaction, at any time terminate the specified duration as long as you do the agreed cancellation rules and with a maximum cancellation period of one month.
3. You can use the agreements from paragraphs 1 and 2 of this article:
 - cancel at any time and not be limited to cancellation at a specific time or in a certain period;
 - at least cancel in the same way as you entered into the agreement;

Extension:

4. An agreement for a definite period and which concerns an extended transaction may not be tacitly extended or renewed for a specific duration.
5. Contrary to the previous paragraph, an agreement for a definite period of time may be transferred duration transactions of daily, news and weekly newspapers and magazines are tacitly extended for a specified duration of up to three months if you have this extended agreement by the end can cancel the extension with a notice period of at most one month.
6. An agreement for a definite period and which concerns an extended transaction may only be tacitly extended indefinitely if you can cancel at any time with a notice period of at least ten one month at most. The cancellation period is a maximum of three months when it concerns a agreement for the delivery of daily, news and weekly newspapers, less than once per delivered.
7. An agreement with a limited duration for the regular delivery of daily news and weekly newspapers and magazines (trial or introductory subscription) will not be tacit continued and ends automatically after the trial or introductory period.

Expensive:

8. If an agreement lasts longer than one year, you may continue the agreement at any time after one year cancel with a maximum notice period of one month, unless reasonableness and fairness arise oppose cancellation before the end of the agreed duration.

Article 14 Payment

1. As long as nothing else has been agreed, you must pay the amounts due within 14 days from the day after the reflection period starts. In the event that different products from one order are delivered at different times, the payment term starts after delivery of the last product. In the case of an agreement to provide a service, you must pay within 14 days after you has received our confirmation of the agreement. If you do not have a reflection time, then you must Pay 14 days from the day after the conclusion of the agreement.
2. In the case of a distance purchase, the general terms and conditions never include an advance payment of more than 50% may be requested and that, unless otherwise agreed, you (the rest of) the purchase price pays upon delivery of the order or after delivering a service.
3. You have a duty to immediately inform us of any inaccuracies in payment data provided or stated report.
4. If you do not pay (on time), we have the right to the reasonable communicated to you in advance to charge extrajudicial collection costs. The amount of these costs is legal maximized. We can deviate from this to your advantage.

Article 15 Complaints

1. We have a complaints procedure that is sufficiently known and will handle your complaint as it is described in this complaints procedure.
2. Complaints about the implementation of the agreement must be timely, complete and clear described with us, after you have found the defects.
3. The submitted complaints will be answered within 14 days from the date of reception. If a complaint requires a foreseeable longer processing time, we will respond within the period of 14 days with an acknowledgment of receipt and an indication when the you a more comprehensive can expect an answer.
4. If there is no mutual solution to a complaint, you can submit your complaint to the Qshops. YOU You can therefore rely on mediation by Qshops Keurmerk. You can use this right via the online complaint form on the Qshops Keurmerk website. See: https://www.qshops.org/pages/klacht_register The complaint is then sent to Qshops the seller sent for treatment. Qshops mediates in a solution within three months you and us. If mediation by Qshops fails or fails within the three-month period, you can still submit the complaint to a Disputes Committee.

4. If you have a complaint, you can always report it to the European ODR platform via <http://ec.europa.eu/odr>

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[Article 16 Intellectual Property](#)

As a consumer you explicitly acknowledge that all intellectual property rights of the displayed information, communications or other expressions with regard to the products and / or with regard to the Internet site is with us, our suppliers or other rightholders.

[Article 17 Personal data](#)

We only process your data in accordance with our privacy policy. We take the applicable regulations.

[Article 18 Applicable law and competent court](#)

All our offers, the agreements between you and us, and their implementation are exclusive Dutch law applies.

[Article 19 Links](#)

Our website may contain third-party advertisements or links to other sites. On the privacy We have no influence over the policies of these third parties or their sites and we are not responsible for them.

[Article 20 Your information](#)

You can always ask us by e-mail which data is processed from you. You can also handle it by e-mail ask us to make improvements, additions or other corrections, which we will send as soon as possible processing. If you no longer wish to receive information, you can let us know. Information will only be sent if you have provided your e-mail address.

[Article 21 Additional or different provisions](#)

Additional provisions or provisions that deviate from these general terms and conditions may not apply to you disadvantage. These provisions must be in writing or be available in such a way that you can store it in an accessible way on a durable data carrier.

[Article 22 Changes to the General Terms and Conditions](#)

1. Qshops Keurmerk can unilaterally change these general terms and conditions.
2. Last change 25-05-2018

