

# **GENERAL TERMS AND CONDITIONS**

## **Aruna Windchimes Webshop**

### **ARTICLE 1. APPLICABILITY**

1.1 These terms and conditions apply to all offers, orders and agreements of Aruna.

1.2 The stipulations in these terms and conditions can only be deviated from in writing, in which case the other stipulations remain in force undiminished.

1.3 Accepting an offer or placing an order means that you accept the applicability of these terms and conditions.

### **ARTICLE 2 AGREEMENT/ OFFERS**

2.1 All offers by Aruna are without obligation, offers are made subject to the availability of the products. Aruna expressly reserves the right to change prices when this is necessary due to (legal) regulations.

2.2 An agreement is only reached when the buyer has paid the order in full.

2.3 Type errors and mistakes when placing an order are entirely at the risk of the buyer.

Aruna is in no way responsible for these errors (see also 5.7 & 5.8).

2.4 The invoice/order confirmation will be sent immediately after

the order is placed to the e-mail address supplied by the purchaser. Aruna is not responsible for not receiving the invoice/order confirmation of the order.

## **ARTICLE 3. PRICES AND PAYMENTS**

3.1 The prices stated for the products and services offered are only in euros, inclusive of VAT and exclusive of handling and shipping costs.

3.2 Payment must be made without discount or compensation for delivery, unless otherwise agreed in writing.

3.3 Payment can be made through Paypal, prepayment to our Dutch ING bank account, In case of payment by bank, the date of crediting Aruna's bank account is the date of payment.

3.4 When paying by bank in advance, the buyer has 3 days after the order date to transfer the invoice amount of the order. If the buyer does not pay within three (3) days, Aruna has the right to cancel the order without notifying the buyer.

3.5 In the event of non-timely payment, Aruna has the right to dissolve the agreement with immediate effect or to suspend (further) delivery until such time as the buyer has fulfilled his payment obligations in full, including payment of interest and costs due.

## **ARTICLE 4. DELIVERY TIME**

4.1 Products ordered from Aruna will be dispatched as soon as

possible (Monday to Friday). The delivery times given on the website by Aruna are applied as much as possible but remain indicative. The purchaser cannot derive any rights from them.

4.2 The delivery of the products shall be effected at the time when the products are ready for dispatch to the purchaser.

4.3 If the purchaser provides Aruna with an address in writing, Aruna shall be entitled to send all orders to that address, unless the purchaser provides Aruna with another address in writing to which the orders should be sent.

4.4 The delivery time for an order is 30 days maximum. If, for any reason whatsoever, the delivery time cannot be met, Aruna will inform the purchaser of this by telephone or by e-mail. In consultation with the purchaser, the delivery time can be extended.

4.5 All products will only be dispatched after payment of the order has been received. In consultation with Aruna, it is possible to deviate from this.

4.6 If the purchaser chooses to collect the order against cash payment, he will be informed by telephone or by e-mail on what day and time the order will be ready for collection.

## **ARTICLE 5. COMPLAINTS AND LIABILITY**

5.1 Exchanges and right of return;

The buyer is obliged to carefully inspect the order (or have it inspected) immediately upon receipt. In the Netherlands, a statutory trial period of fourteen (14) working days after receipt

of the order applies. Within this period, the buyer may cancel the order without stating any reasons. The buyer has the right to return the product(s) to Aruna within fourteen (14) working days after delivery. The purchase amount will be refunded to the account number provided by the buyer. The costs for returning the order/product(s) will be charged to the buyer.

#### 5.2 Conditions for returns:

- The product must not have been used and must still be saleable.
- The product must be undamaged, complete and in the original packaging to be returned.

#### 5.2 Excluded from returns are:

- Products that have been made according to the purchaser's specifications or have been unambiguously adapted to the purchaser's personal requirements.
- Products that have been specially ordered by the purchaser.
- All audio or video recordings (CDs and/or DVDs) of which the (plastic) packaging/sealing has been broken by the purchaser.
- All goods of which the (plastic) packaging/sealing has been broken by you.
- Admission tickets for lectures and/or activities.

5.3 For every return shipment, Aruna must be informed by the buyer in writing (or by e-mail) before the shipment is made.

5.4 The prepaid purchase price of the returned items will be credited to the purchaser within 30 days.

5.5 Aruna will send a confirmation of every (subsequent) delivery to the e-mail address supplied by the purchaser. Aruna is not responsible for any non-receipt of this e-mail by the buyer.

5.6 If the buyer has not received the order within three (3) days after sending the products and the delivery mail (see 5.5), the buyer should contact Aruna directly. If the buyer reports after three (3) days after sending the order that a delivery has not been received, Aruna is not obliged to send the order again.

5.7 If the buyer entered incorrect data when completing the order and Aruna has sent the order based on these data, and the order is returned to Aruna, Aruna shall contact the buyer as soon as possible. The purchaser then has the possibility to cancel the order. The purchase amount, excluding the shipping costs paid by the purchaser, will be reimbursed by Aruna to the account number supplied by the purchaser.

If the purchaser wishes to receive the order after all, Aruna may charge the extra shipping costs in advance. The order will be resent after receipt of this payment.

5.8 If the purchaser has entered incorrect information when completing the order and Aruna has sent the order based on this information, and the order is lost or misdirected, the purchaser has no right to a refund of the purchase price of the order. If the purchaser wishes to receive the order again, Aruna may charge the order in advance. After receipt of the payment, the order will be sent again.

## **ARTICLE 6. RESERVATION OF OWNERSHIP**

6.1 After full payment, the product is the property of the buyer. The risk in respect of the products passes to the purchaser at the moment of delivery.

## **ARTICLE 7. COMMUNICATION**

7.1 For misunderstandings, mutilations, delays or improper transmission of orders and communications due to the use of internet or any other means of communication in the traffic between the buyer and Aruna, or between Aruna and third parties, insofar as this relates to the relationship between the buyer and Aruna, Aruna cannot be held responsible, except in the case of gross negligence or wilful misconduct by Aruna.

## **ARTICLE 8. FORCE MAJEURE**

8.1 Without prejudice to its other rights, Aruna has the right in the event of force majeure, at its own discretion, to suspend the execution of the order placed by the purchaser, or to dissolve the agreement without judicial intervention, by informing the purchaser of this in writing and without Aruna being obliged to pay any damages, unless in the given circumstances this would be unacceptable according to the criteria of reasonableness and fairness.

8.2 Force majeure is defined as any shortcoming that cannot be attributed to Aruna, such as: technical/provider problems or errors by third parties as transporters or credit card companies. This is because Aruna cannot be blamed for the situation, nor can it be blamed by law, legal act or generally accepted practice.

## **ARTICLE 9 INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS**

9.1 The Buyer must fully and unconditionally respect all intellectual and industrial property rights such as copyrights that rest on the products supplied by Aruna.

9.2 Aruna does not guarantee that the products supplied to the buyer do not infringe on any (unwritten) intellectual and/or industrial property rights of third parties.

## **ARTICLE 10. PRIVACY/SECURITY**

10.1 Aruna respects the privacy of all buyers. Aruna shall use purchaser's data exclusively for handling the order. All buyer's data are stored and processed by us in accordance with the provisions of the Data Protection Act (WBP).

10.2 All your personal data can be requested, corrected, withdrawn or deleted free of charge at any time.

10.3 Aruna shall not pass on buyer's data, including address and e-mail address, to third parties without buyer's express consent. The purchaser may withdraw this consent at any time. This does not apply to companies engaged by Aruna for the execution of orders and which require certain data for the processing of the order (such as the shipping agent who carries out the delivery and the credit institution which handles the payment). In these cases, however, only the minimum necessary data will be transmitted.

## **ARTICLE 11. OTHER MATTERS**

11.1 If Aruna has, for a short or longer period, tacitly or not,

permitted deviations from these Terms and Conditions, this shall not affect its right to demand immediate and strict compliance with these Terms and Conditions. The Buyer can never assert any right based on the fact that Aruna applies these Terms and Conditions leniently.

11.2 If one or more of the provisions of these Terms and Conditions, or any other agreement with Aruna, should be in conflict with any applicable legal provision, the provision in question shall cease to be valid and shall be replaced by a new, legally permissible, comparable provision, to be determined by Aruna.

11.3 Aruna is authorised to make use of third parties for the execution of the order(s) placed by the buyer.

## **ARTICLE 12. LIABILITY**

12.1 Aruna websites are intended to provide information to our buyers. We have compiled the content of this site with the greatest possible care, but cannot give any guarantees regarding the nature or the content of the information on this site. We are not liable for the content of this information or for the consequences of its use.

12.2 The reviews placed on this site are solely the personal opinion of the submitting party. We are in no way responsible for the content of these reviews.

## **ARTICLE 13. DISPUTES AND COMPLAINTS**

13.1 All rights, obligations, offers, orders and agreements to which these Conditions apply, as well as these Conditions, are exclusively governed by Dutch law.

13.2 All disputes between parties will be submitted exclusively to the competent court in the Netherlands.

13.3 Complaints must be made in writing by post, e-mail or fax by the purchaser. Aruna will respond within thirty (30) days with an appropriate solution or reaction.

## **ARTICLE 14. COPYRIGHTS**

This site is protected by copyright. This site is meant for own or internal use of our buyers, whereby it is not allowed to multiply or publish the site other than by downloading and viewing it on a single computer, and/or printing a single hardcopy. It is not permitted to duplicate, transmit or make available on a network this site in any other way, without the prior written consent of Aruna.

## **ARTICLE 16. GUARANTEE AND LIABILITY**

16.1 Aruna guarantees that the goods to be delivered meet the usual requirements and standards that may be set for them and that they are free of any defects.

16.2 The proof of purchase shall serve as proof of guarantee.

16.3 Aruna shall never be obliged to pay any damages to the Buyer or others, unless there has been intent or gross

negligence on the part of Aruna. Aruna shall never be liable for consequential or trading loss, indirect damage and loss of turnover.

16.5 If Aruna, for whatever reason, is obliged to compensate for any damage, the damage compensation shall never exceed an amount equal to the invoice value of the product or service that caused the damage.

16.6 Without prejudice to the provisions of this article, there can be no question of a guarantee if wear and tear can be regarded as normal, and further in the following cases

- if changes have been made to the product, including repairs that have not been carried out with the permission of Aruna or the manufacturer;
- if the original invoice cannot be submitted, has been changed or has been made unreadable;
- if defects are the result of improper or injudicious use not in accordance with the intended purpose;
- if damage is caused by intent, gross negligence or omission.

16.8 The buyer is obliged to indemnify Aruna against any claims that third parties may make against Aruna in connection with the agreement, insofar as the law does not prevent the damage and costs involved from being for the buyer's account.

The buyer is obliged to return the product to Aruna in order to ensure a proper assessment and settlement of the warranty claim. If a complaint is justified, Aruna is obliged to supply an equivalent product, unless otherwise agreed.

16.9 Apart from these guarantee provisions, legal guarantee provisions shall continue to apply.

Any arrangement offered by the company as a guarantee does not affect the rights that the consumer may exercise against the company on the basis of the law and the distance contract.

Any guarantee provided by the manufacturer or the importer does not affect the rights that the consumer may exercise against the company on the basis of the law, the remote agreement and the guarantee provided by the company.

## **ARTICLE 17. CONTACT**

**Aruna**

**Windchimes**

**Webshop**

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