

TERMS & CONDITIONS

— August 2020 —

Article 1 – Definitions

The following definitions apply in these terms and conditions:

- **Consumer:** the natural person whose action is not within the course of a profession or business and who enters into a distance contract with the trader;
- **Day:** calendar day;
- **Distance contract:** a contract whereby sole use is made of one or more techniques for distance communication within the framework of a system organized by the trader for the distance sale of products and/or services, up to and including the moment that the contract is concluded;
- **Durable medium:** every means that enables the consumer or trader to store information that is addressed to him in person in a way that facilitates future consultation and unaltered reproduction of the stored information;
- **Extended duration transaction:** a distance contract that relates to a series of products and/or services, whereby the obligation to supply and/or purchase is spread over a period of time;
- **Right of withdrawal:** the possibility for the consumer to waive the distance contract within the withdrawal period;
- **Technique for distance communication:** means that can be used for concluding an contract, without the consumer and trader being in the same place at the same time.
- **Trader:** the natural or legal person who is a member of the Dutch Thuiswinkel Organization and who offers products and/or services to consumers from a distance;
- **Website:** refers to www.halin-bags.com
- **Withdrawal period:** the period within which the consumer can make use of his right of withdrawal;

Article 2 – Identity of the trader

HALIN bags v.o.f.

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Halin bags is registered at the Dutch Chambers of Commerce under number: 76077713

Article 3 – Applicability

These general terms and conditions apply to every offer made by a trader and to every distance contract that is realized between a trader and a consumer.

Article 4 – The offer

1. The prices and delivery and/or dispatch costs listed on the Website include VAT.
2. If an offer is subject to a limited period of validity or is made subject to conditions, this will be explicitly mentioned in the offer.
3. The offer contains a complete and accurate description of the products and/or services being offered. The description is sufficiently detailed to enable the consumer to make a proper assessment of the offer. If the trader makes use of illustrations, these will be a true representation of the products and/or services being offered.
4. Every offer will contain such information that makes it clear to the consumer what rights and obligations are involved in accepting the offer.
5. Although trader will do its utmost to ensure that all prices and details on the Website are accurate, errors cannot be ruled out completely. If trader discovers an error in the price and/or condition of one or more products that consumer has ordered, trader will inform consumer thereof as soon as possible and trader will give consumer the option of confirming the order at the correct price and/or conditions or terminating the Agreement. If trader does not succeed in contacting consumer within a reasonable period using the contact details that consumer has supplied, or if consumer does not confirm the order to trader at the correct price, the Agreement will be automatically terminated.

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Article 5 – The contract

1. The contract will be concluded, subject to that which is stipulated in paragraph 4, at the moment at which the consumer accepts the offer and the conditions thereby stipulated have been fulfilled.
2. If the consumer has accepted the offer electronically, the trader will immediately confirm receipt of acceptance of the offer electronically. The consumer can dissolve the contract as long as this acceptance has not been confirmed by the trader.
3. If the contract is concluded electronically, the trader will take suitable technical and organizational measures to secure the electronic transfer of data and he will ensure a safe web environment. If the consumer is able to pay electronically, the trader will take suitable security measures.
4. The trader may obtain information – within statutory frameworks – about the consumer's ability to fulfill his payment obligations, as well as about facts and factors that are important for the responsible conclusion of the distance contract. If that research gives the trader proper grounds for declining to conclude the contract, then he has a right, supported by reasons, to reject an order or application or to bind its implementation to special conditions.

Article 6 – Right of withdrawal

1. When purchasing products, a consumer has the possibility of dissolving the contract, without giving reasons, during fourteen days. This period commences on the day after the product was received by the consumer or a representative previously designated by the consumer and announced to the trader.
2. During this period the consumer will treat the product and its packaging with care. He will only unpack or use the product as far as necessary in order to be able to assess whether he wishes to retain the product. If he wishes to exercise his right of withdrawal, then he will return the product to the trader, with all associated components, and – in as far as this is reasonably possible – in the original state and packaging, in accordance with the reasonable and clear instructions that were provided by the trader.

Article 7 – Costs in a case of withdrawal

1. If a consumer makes use of his right of withdrawal, he shall be responsible for, at most, the costs of returning the goods.
2. If the consumer has paid a sum, and the return procedure was correctly followed, the trader will refund this sum as quickly as possible, though at the latest within 30 days after the goods were returned or after the withdrawal.

Article 8 – Preclusion from right of withdrawal

1. The trader can preclude the consumer from having a right of withdrawal as far as is provided for in paragraph 6 and 7 of this article. The preclusion of the right of withdrawal is only valid if the trader clearly stated this fact when making the offer, or at least in good time prior to conclusion of the contract.
2. Preclusion from the right of withdrawal is only possible for products:
 - that have been created by the trader in accordance with the consumer's specifications;
 - that are clearly of a personal nature;
 - that cannot be returned due to their nature;
 - that rapidly decay or become obsolete;
 - the price of which is subject to fluctuations on the financial market over which the trader has no influence;
 - for individual newspapers and magazines;
 - for audio- and video-recordings and computer software, whereby the consumer has broken the seal.

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Article 9 – The price

1. During the period of validity indicated in the offer, the prices of the products and/or services being offered will not be increased, except for price changes in VAT-tariffs.
2. Contrary to the previous paragraph, the trader may offer products or services at variable prices, in cases where these prices are subject to fluctuations in the financial market over which the trader has no influence. The offer must refer to this link with fluctuations and the fact that any prices mentioned are recommended prices.
 - Prices stated in offers of products or services include VAT.
 - Prices may be altered in the meantime by the trader; however, when the agreement is closed the trader will deliver the stated products by the stated price.

Article 10 – Conformity and Guarantee

1. The trader guarantees that the products and/or services fulfill the contract, the specifications stated in the offer, the reasonable requirements of reliability and/or serviceability and the statutory stipulations and/or government regulations that existed on the date that the contract was concluded. If agreed the trader also guarantees that the product is suited for other than normal designation.
2. A guarantee arrangement offered by the trader, manufacturer or importer does not affect the legal rights and claims that a consumer, as a result of the contract, can enforce against the trader.

Article 11 – Supply and implementation

1. The trader will take the greatest possible care when receiving and implementing orders for products and when assessing applications for the provision of services.
2. The place of delivery is deemed to be the address that the consumer makes known to the company.
3. Taking into consideration that which is stated in article 4 of these general terms and conditions, the company will implement accepted orders with efficient expedition, though at the latest within 30 days, unless a longer period of delivery has been agreed. If delivery suffers a delay, or if the delivery cannot be implemented, or only partially, the consumer will be informed about this at the latest 30 days after the order was placed. In this case, the consumer has a right to dissolve the contract free of charge and a right to possible damages.
4. In the case of dissolution in accordance with the previous paragraph, the trader will refund the consumer the sum paid as quickly as possible, though at the latest within 30 days after that dissolution.
5. Should delivery of a product that has been ordered prove impossible, the trader will attempt to provide a replacement article. The fact that a replacement article is being supplied will be stated clearly and intelligibly, at the latest upon delivery. The right of withdrawal cannot be precluded in the case of replacement articles. The costs of return shipments will be charged to the trader.
6. The risk of damage and/or loss of products rests upon the trader up to the moment of delivery to the consumer or a representative previously designated by the consumer and announced to the trader, unless this has explicitly been agreed otherwise.

Article 12 – Payment

1. As far as no other date has been agreed, sums payable by the consumer should be paid within 14 days after the start of the withdrawal period as stipulated in article 6 paragraph 1. In the case of a contract to provide a service this 14 days start on the moment the consumer receives the traders confirmation of the contract.
2. The consumer is obliged to report immediately to the trader any inaccuracies in payment data provided or stated.
3. If the consumer pays by credit card, trader will carry out a pre-authorisation on that card after receipt of the order so as to guarantee that there are sufficient funds to complete the transaction. The purchase price may not be debited from the consumers credit card until they have received the order from our warehouse. If the trader does not receive the required authorisation, it will not be liable for any delay or non-delivery.
4. In the event of non-payment on the part of the consumer, the trader has the right, subject to statutory limitations, to charge the consumer reasonable costs about which the consumer was informed in advance.

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Article 13 – Complaints procedure

1. The trader provides for a complaint procedure, which has been given sufficient publicity, and will deal with a complaint in accordance with this complaint procedure.
2. Complaints about exercising the contract must be submitted to the trader without delay, in their entirety and clearly defined, after the consumer has discovered the defects.
3. A reply to complaints submitted to the trader will be provided within a period of 14 days, calculated from the date of receipt. If it is anticipated that a complaint will require a longer processing time, then the trader will reply within 14 days, confirming receipt and indicating when the consumer can expect a more elaborate reply.
4. Trader will endeavour to work together with consumer to try and resolve your complaint in the best way possible.

Article 14 – Disputes

Contracts entered into between a trader and a consumer and which are subject to these general terms and conditions are subject only to Dutch law. Disputes concerning the performance and interpretation of these T&Cs and/or Agreements must be submitted to the competent court in 's Hertogenbosch. This does not affect your rights according to your own national law.

Article 15 Additional or different stipulations

Additional stipulations or stipulations that differ from these general terms and conditions, may not be detrimental to the consumer and should be recorded in writing, or in such a way that consumers can store them in a readily accessible manner on a durable medium.