

## General Sales Terms and Conditions DP Nederland B.V.

DP Nederland B.V.

Address: Biezenmortelsestraat 2, 5074 PD, BIEZENMORTEL (NETHERLANDS)

E-mail address: [automaticgrooming@gmail.com](mailto:automaticgrooming@gmail.com)

KvK (Chamber of Commerce) registration number: **58446893**

Btw (VAT) identification number: **NL853043668B01**

### List of contents:

Article 1 - Definitions

Article 2 – Applicable conditions

Article 3 – Consumer’s obligations

Article 4 – The offer

Article 5 - Price

Article 6 – Contract fulfilment

Article 7 - Delivery

Article 8 - Payment

Article 9 – The distance sales contract

Article 10.1 – Right of withdrawal

Article 10.2 – Obligations of the consumer during the cooling-off period

Article 10.3 – Exercising the consumer’s right of withdrawal

Article 10.4 – Obligations of DP Nederland B.V. regarding withdrawal

Article 11 – Retention of title

Article 12 - Liability

Article 13 - Guarantee

Article 14 – Complaints procedure

Article 15 - Disputes

### Article 1 - Definitions

The terms used in these General Sales Terms and Conditions are defined as follows:

<b>Account:</b>	the account created by the consumer after registration with a username (or email address) and password on the website <a href="http://www.automaticgrooming.com">www.automaticgrooming.com</a> , with which orders can be made through this website;
<b>Cooling-off period:</b>	the period within which the consumer may cancel the distance selling contract without providing a reason;
<b>Consumer:</b>	a natural person, not acting in the interest of a profession or business;
<b>Day:</b>	calendar day;
<b>DP Nederland B.V.:</b>	the legal entity DP Nederland B.V. as the counter party to the consumer in the distance selling contract;
<b>Durable medium:</b>	any means that the consumer uses to store personal information that concerns him in a way that enables future consultation and unaltered reproduction of the said information;
<b>Right of withdrawal:</b>	the right of the consumer to cancel the distance sales contract within the cooling-off period;

<b>Standard withdrawal form:</b>	the European standard withdrawal form recorded in Appendix I of these terms and conditions;
<b>Distance selling contract:</b>	a contract that is made between DP Nederland B.V. and the consumer relating to the purchase of a product via the website <a href="http://www.automaticgrooming.com">www.automaticgrooming.com</a> which, until the conclusion of the contract, solely uses one or more means of remote communication;
<b>Product:</b>	the product delivered by DP Nederland B.V., including all related attachments to the product;
<b>Website:</b>	the website with the domain name: <a href="http://www.automaticgrooming.com">www.automaticgrooming.com</a> .

## **Article 2 - Applicable conditions**

1. These General Sales Terms and Conditions apply to every use of the website by the consumer, to every offer and to every contract between DP Nederland B.V. and the consumer.
2. By placing an order on the website, the consumer fully accepts the applicability of these General Sales Terms and Conditions.
3. Prior to the distance sales contract being concluded, the text of these General Sales Terms and Conditions will be made available electronically to the consumer in such a way that they may be easily stored on a durable medium by the consumer. At the consumer's request, these General Sales Terms and Conditions will be sent to him as soon as possible, free of charge.
4. DP Nederland B.V. has the right to alter these General Sales Terms and Conditions. The revised General Sales Terms and Conditions will come into force the moment they are published on this website.
5. DP Nederland B.V. delivers exclusively to consumers. The rights arising out of these General Sales Terms and Conditions only apply to parties that can be considered as consumers. Purchases by parties that do not qualify as consumers are taken at the risk of the purchasing party.

## **Article 3 – Consumer's obligations**

1. The consumer must, at the minimum:
  - a. be legally competent;
  - b. be reachable by e-mail; and
  - c. have a postal address.
2. The consumer is responsible for the use that will be made of his / her account. The consumer must choose a unique password and ensure it is kept confidential.
3. The consumer will not hold DP Nederland B.V. liable for any damages resulting from non-compliance with the provisions mentioned in this article.

## **Article 4 – The offer**

1. If an offer has a limited duration or is subject to conditions, this will be explicitly stated in the offer.
2. The images shown on the website are illustrative and are intended to provide the consumer with a representation of the product. Evident mistakes or errors in the offer, in whichever manner they arise, are not binding for DP Nederland B.V.
3. Each offer contains information making it clear to the consumer what his / her rights and obligations are, which become binding on acceptance of the offer.

## **Article 5 - Price**

1. Prices will not be increased during the period mentioned in the offer, unless price changes have to be made due to external influences, such as a change in the VAT rate.
2. The prices stated in the offer include VAT.

#### **Article 6 - Contract fulfilment**

DP Nederland B.V. warrants that the products comply with the distance selling contract. DP Nederland B.V. also warrants that the supplied products meet the legal requirements.

#### **Article 7 - Delivery**

1. DP Nederland B.V. will take the greatest possible care when receiving and expediting orders for products.
2. The place of delivery is the address that the consumer has made known to DP Nederland B.V.
3. DP Nederland B.V. will process accepted orders expeditiously and in any case within 30 days unless a longer delivery period has been agreed.
4. If delivery is delayed, the consumer will receive notice of the delay within 30 days of placing his order. In that case, the consumer has the right to terminate the contract without charge.
5. Upon termination pursuant to the preceding paragraph, DP Nederland B.V. will immediately or at least within 14 days refund the amount that the consumer has already paid.
6. The risk of damage and / or loss of products rests with DP Nederland B.V. until the time of delivery to the consumer or to a pre-designated representative made known to DP Nederland B.V., unless otherwise expressly agreed.

#### **Article 8 - Payment**

1. Unless otherwise agreed, the consumer should pay the listed offer price of the products in full to DP Nederland B.V. before DP Nederland B.V. will proceed to make delivery of the order.
2. The payment referred to in the preceding paragraph is complete when the amount is credited to the bank account of DP Nederland B.V.

#### **Article 9 – The distance selling contract**

1. Subject to the provisions of Article 4, the contract is concluded at the time the consumer accepts the offer and thereby complies with the corresponding conditions.
2. DP Nederland B.V. will immediately acknowledge receipt of acceptance of the offer electronically. Until receipt of this acceptance has been confirmed by DP Nederland B.V., the consumer may withdraw from the contract.
3. DP Nederland B.V. is entitled within the law to inform himself as to whether the consumer can meet his / her payment obligations. If, on the basis of this investigation, DP Nederland B.V. has reason not to complete the distance selling contract, DP Nederland B.V. is entitled to refuse the order within a reasonable period of time.
4. DP Nederland B.V. may attach special conditions to the execution of the order.

#### **Article 10.1 - Right of withdrawal**

1. After the completion of the distance selling contract with regard to the purchase of a product, the consumer has a fourteen day cooling off period during which time he / she can withdraw from the

contract without providing a reason. DP Nederland B.V. may ask the consumer to make his / her reason for withdrawal known, but the consumer is not obliged to comply with this request.

2. The cooling off period mentioned in this article commences on the day after receipt of the product by the consumer or by a third party previously authorized by the consumer who is not the carrier.

3. If DP Nederland B.V. has not provided the legally required information concerning the right of withdrawal and / or the standard withdrawal form to the consumer, the cooling off period will expire twelve months after the end of the initial 14 day period.

4. If DP Nederland B.V. has provided the legally required information concerning the right of withdrawal and / or the standard withdrawal form to the consumer, within twelve months after the date of the initial cooling off period, the cooling off period will expire 14 days after the day on which the consumer receives this information.

5. The risk and the burden of proof for the correct and timely exercise of the right of withdrawal lies with the consumer.

#### **Article 10.2 - Obligations of the consumer during the cooling-off period**

1. During the cooling-off period the consumer will carefully preserve the delivered product and its packaging.

2. The consumer will only unpack or use the product to the extent necessary to establish the nature, characteristics and functioning of the product. Consumers can try out the product in so far as it does not result in the product and its packaging showing signs of use.

3. Regarding the depreciation in value of the product and its packaging, the consumer is only liable to the extent that this depreciation in value is the result of crossing the boundaries laid down in the preceding paragraphs of this article.

#### **Article 10.3 - Exercising the consumer's right of withdrawal**

1. If the consumer wishes to use his / her right of withdrawal, the consumer will notify DP Nederland B.V. within the cooling-off period. The consumer will do this by means of completing and sending the standard withdrawal form or in another unambiguous manner.

2. The consumer will return the product as soon as possible, in any case within 14 days from the day following the notification referred to in the first paragraph of this article.

3. The consumer will return the product including all its accessories and in its original condition and packaging.

4. The risk and the burden of proof for the correct and timely exercise of the right of withdrawal lies with the consumer.

5. The direct costs of returning the product are borne by the consumer.

6. Any additional contracts are legally dissolved at the moment when the consumer exercises the right of withdrawal.

#### **Article 10.4 - Obligations of DP Nederland B.V. regarding withdrawal**

1. When DP Nederland B.V. receives notification from a consumer by electronic means exercising their right of withdrawal, they will send a confirmation of receipt immediately after receiving this notification.

2. DP Nederland B.V. will reimburse all payments it has received from the consumer relating to the product to be returned, within 14 days following the day on which the consumer can prove that he / she has sent the product back. When (an authorized representative of) DP Nederland B.V. collects the product, the moment of delivery of the product by the consumer will count as the first day of the 14 day period referred to in this paragraph.

3. Reimbursement by DP Nederland B.V. will be made using the payment method that the consumer used for the purchase of the product, unless the consumer agrees to a different method.
4. If the consumer has opted for a more expensive method of delivery than standard delivery, then DP Nederland B.V. is not obligated to reimburse the additional costs.

#### **Article 14 - Retention of title**

DP Nederland B.V. retains ownership of all delivered and to be delivered products, up to the time that payment for all these products has been fully made.

#### **Article 15 - Liability**

DP Nederland B.V. will be held harmless from liability for any damage or other loss which has occurred due to improper use of the product by the consumer.

#### **Article 16 - Guarantee**

1. DP Nederland B.V. gives consumers a two (2) year guarantee on the product.
2. The consumer will use the product in accordance with the instruction manual provided and the general valid normal operating conditions.
3. DP Nederland B.V. reserves the right to limit the guarantee if it finds that the product is not used in accordance with the instruction manual or the general valid normal operating conditions.

#### **Article 17 – Complaints procedure**

1. If the consumer is not satisfied with the product or service conducted by DP Nederland B.V. (or an authorized representative), the consumer must submit a written complaint to DP Nederland B.V.
2. Consumers must submit complaints by post and/or by e-mail. The address of DP Nederland B.V. can be found above the list of contents of these General Sales Terms and Conditions.
3. DP Nederland B.V. aims to address complaints with due care and as quickly as possible.

#### **Article 18 - Disputes**

1. Contracts between DP Nederland B.V. and the consumer which are governed by these General Sales Terms and Conditions refer solely to Dutch law.
2. Disputes arising between the consumer and DP Nederland B.V. relating to the distance selling contract will be submitted by both the consumer and DP Nederland B.V. to a competent judge of the District Court of Zeeland West-Brabant.

#### **Appendix I: Standard withdrawal form**

##### **Standard withdrawal form**

**(only complete and return this form when you wish to withdraw from the contract)**

- **To:** DP Nederland B.V.

Biezenmortelsestraat 2, 5074 PD BIEZENMORTEL (NEDERLAND)

**Automaticgrooming@gmail.com**

- I/We\* hereby notify you, that I/we\* withdraw from our agreement relating to the sale of the following products: [indicate products]\*
  
- Ordered on\*/received on\* [date of order when referring to services or date of receipt when referring to products]
  
- [Name of consumer(s)]
  
- [Address of consumer(s)]
  
- [Signature consumer(s)] (only required when this form is submitted on paper)

\* Delete or complete the details as necessary.