

General Terms and Conditions Unknown Rugs

Table of Contents

Article 1 – Definitions
Article 2 – Identity of the entrepreneur
Article 3 – Applicability
Article 4 – The offer
Article 5 – The agreement
Article 6 – Right of withdrawal
Article 7 – Costs in case of withdrawal
Article 8 – Exclusion of the right of withdrawal
Article 9 – The price
Article 10 – Compliance
Article 11 – Delivery and implementation
Article 12 – Payment
Article 13 – Complaints procedure
Article 14 – Disputes
Article 15 – Additional or different stipulations
Article 16 – Privacy

Article 1 – Definitions

In these terms and conditions, the following terms have the following meanings:

1. **Reflection period:** the period within which the consumer can exercise his right of withdrawal;
2. **Consumer:** the natural person who is not acting in the exercise of a profession or business and who enters into a distance contract with the entrepreneur;
3. **Day:** calendar day;
4. **Duration transaction:** a distance contract relating to a series of products and/or services, the delivery and/or purchase obligation of which is spread over time;
5. **Durable data carrier:** any means that enables the consumer or entrepreneur to store information that is addressed to him personally, in a way that allows future consultation and unaltered reproduction of the stored information.
6. **Right of withdrawal:** the possibility for the consumer to withdraw from the distance contract within the cooling-off period;
7. **Model form:** the model form for withdrawal that the entrepreneur makes available that a consumer can fill in when he wants to use his right of withdrawal.
8. **Entrepreneur:** the natural or legal person who offers products and/or services to consumers from a distance;
9. **Distance agreement:** an agreement whereby, within the framework of a system organized by the entrepreneur for distance selling of products and/or services, up to and including the conclusion of the agreement, exclusive use is made of one or more techniques for distance communication;
10. **Technique for distance communication:** means that can be used for the conclusion of an agreement, without the consumer and entrepreneur coming together in the same room at the same time.
11. **General Terms and Conditions:** the present General Terms and Conditions of the entrepreneur.

Article 2 – Identity of the entrepreneur

Unknown Rugs

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Article 3 – Applicability

1. These general terms and conditions apply to any offer made by the entrepreneur and to any distance contract and order that is concluded between the entrepreneur and the consumer.
2. Before the distance contract is concluded, the text of these general conditions will be made available to the consumer. If this is not reasonably possible, before the distance contract is concluded, it will be indicated that the general terms and conditions can be viewed by the entrepreneur, and they will be sent free of charge at the request of the consumer.
3. If the distance contract is concluded electronically, then, contrary to the previous paragraph, and before the distance contract is concluded, the text of these general conditions will be made available to the consumer in electronic form in such a way that the consumer can easily store them on a durable data carrier. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general conditions can be consulted electronically and that they will be sent free of charge to the consumer, at his request, either electronically or in another way.
4. In the event that specific product or service conditions apply in addition to these general terms and conditions, the second and third paragraphs apply accordingly and, in the event of conflicting general terms and conditions, the consumer may always invoke the applicable provision that is most favourable to him.
5. If at any time one or more provisions in these general terms and conditions are wholly or partially invalid or are nullified, the agreement and these terms and conditions will continue to apply and the provision in question will be immediately replaced by a provision that, in consultation, from the original as close as possible.
6. Situations not covered by these general terms and conditions must be assessed 'in the spirit' of these general terms and conditions.
7. Uncertainties about the explanation or content of one or more provisions of our terms and conditions should be explained 'in the spirit' of these terms and conditions.

Article 4 – The offer

1. If an offer has a limited validity period or is made subject to conditions, this will be explicitly stated in the offer.
2. The offer is without obligation. The entrepreneur is entitled to change and adjust the offer.
3. The offer contains a complete and accurate description of the products and / or services offered. The description is sufficiently detailed to allow a proper assessment of the offer by the consumer. If the entrepreneur uses images, these are a truthful representation of the products and / or services offered. Obvious mistakes or obvious errors in the offer do not bind the entrepreneur.
4. All images, specifications and data in the offer are indicative and cannot be a reason for compensation or dissolution of the agreement.
5. Images of products are a true representation of the products offered. Entrepreneur cannot guarantee that the colors shown will exactly match the real colors of the products.

6. Each offer contains such information that it is clear to the consumer what his rights and obligations are attached, which are connected to the acceptance of the offer. This concerns in particular:
 - the price excluding taxes;
 - any shipping costs;
 - the way in which the agreement will be concluded and which actions are required for this;
 - whether or not to apply the right of withdrawal;
 - the method of payment, delivery and implementation of the agreement;
 - The period for accepting the offer, or the period within which the entrepreneur guarantees the price;
 - The level of the rate of distance communication if the cost of using the technology for distance communication are calculated on a basis other than the regular basic rate for the means of communication used;
 - whether the agreement is archived after its conclusion, and if so, how it can be consulted by the consumer;
 - the manner in which the consumer, before concluding the contract, can check the data provided by him in the context of the contract and, if desired, correct them;
 - any other languages in which, in addition to Dutch, the contract can be concluded; and
 - the minimum duration of the distance contract in the event of an extended transaction.

Article 5 – The agreement

1. The agreement is concluded, subject to the provisions of paragraph 4, at the moment the consumer accepts the offer and meets the corresponding conditions.
2. If the consumer has accepted the offer electronically, the entrepreneur will immediately electronically confirm receipt of the acceptance of the offer. As long as the receipt of this acceptance has not been confirmed by the entrepreneur, the consumer can dissolve the agreement.
3. If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to protect the electronic transfer of data and will ensure a secure web environment. If the consumer is able to pay electronically, the entrepreneur will observe appropriate security measures.
4. The entrepreneur can – within legal frameworks – obtain information about the consumer's ability to fulfill his payment obligations, as well as about all those facts and factors which are important for a responsible conclusion of the distance contract. If, on the basis of this investigation, the entrepreneur has good reason not to enter into the agreement, he is entitled to refuse an order or application or to attach special conditions to the implementation.
5. The entrepreneur will send the following information with the product or service to the consumer, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable medium:
 - The visiting address of the establishment of the entrepreneur where the consumer can go with complaints;
 - The conditions under which and the way in which the consumer can exercise the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
 - The data included in article 4, paragraph 3 of these conditions, unless the entrepreneur has already provided the consumer with these prior to concluding the contract.

6. Each agreement is entered into under the suspensive conditions of sufficient availability of the products in question.

Article 6 – Right of withdrawal

Upon delivery of products:

1. When purchasing products, the consumer has the possibility of dissolving the contract without giving reasons during 14 days. This cooling-off period commences on the day after receiving the product by the consumer or a previously designated by the consumer and the entrepreneur announced representative. This applies to the floor, wall and decorative rugs and tapestry products that are sold on the webshop (here it does not concern the floor, wall and decorative rugs and tapestry products that are custom made).
2. During the cooling-off period, the consumer will handle the product and packaging with care. He will only unpack or view the product to the extent necessary to judge whether he wishes to keep the product. If he exercises his right of withdrawal, he will return the product with all accessories and – if reasonably possible – in the original condition and packaging to the entrepreneur, according to the entrepreneur provided reasonable and clear instructions.
3. When the consumer wishes to make use of his right of withdrawal, he is obliged to inform the entrepreneur of this within 14 days after receiving the product. The consumer must make this known by means of the model form or by means of another means of communication such as e-mail. After the consumer has made known to use his right of withdrawal, the customer must return the product within 14 days. The consumer must prove that the delivered goods have been returned on time, for example by means of a proof of sending.
4. If, at the end of the periods specified in paragraphs 2 and 3, the customer has not indicated that he wishes to exercise his right of withdrawal, or has not returned the product to the entrepreneur, the purchase is a fact.

Article 7 – Costs in case of withdrawal

1. If the consumer makes use of his right of withdrawal, at most the costs of return will be for his account.
2. If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible, but at the latest within 14 days after cancellation. This is subject to the condition that the product has already been received back by the web retailer or conclusive proof of complete return can be submitted. A refund will be made via the same payment method used by the consumer, unless the consumer explicitly gives permission for a different payment method.
3. If the product is damaged due to careless handling by the consumer, the consumer is liable for any reduction in value of the product.
4. The consumer cannot be held liable for any reduction in the value of the product if the entrepreneur has not provided all the legally required information about the right of withdrawal, this must be done before the conclusion of the purchase agreement.

Article 8 – Exclusion of the right of withdrawal

1. The entrepreneur can exclude the consumer's right of withdrawal for products as described in paragraph 2. The exclusion of the right of withdrawal only applies if the entrepreneur has clearly stated this in the offer, at least in time for the conclusion of the agreement.
2. Exclusion of the right of withdrawal is only possible for products:
 - that have been created by the entrepreneur in accordance with the consumer's specifications; this applies to floor, wall and decorative rugs and tapestry products that are specifically requested by consumers and are made desired to their preferences (customized/personalized floor, wall and decorative rugs and tapestry products)
 - which are clearly of a personal nature; this applies to floor, wall and decorative rugs and tapestry products that are specifically requested by consumers and are made desired to their preferences (customized/personalized floor, wall and decorative rugs and tapestry products)

Article 9 – The price

1. During the period of validity stated in the offer, the prices of the products and/or services offered will not be increased, except for price changes due to changes in VAT rates.
2. Contrary to the previous paragraph, the entrepreneur can offer products or services whose prices are subject to fluctuations in the financial market that are beyond the entrepreneur's control, at variable prices. This link to fluctuations and the fact that any prices mentioned are recommended prices, will be mentioned with the offer.
3. Price increases within 3 months after the conclusion of the agreement are only permitted if they are the result of statutory regulations or provisions.
4. Price increases from 3 months after the conclusion of the agreement are only permitted if the entrepreneur has stipulated it and:
 - these are the result of statutory regulations or stipulations; or
 - the consumer is authorized to terminate the agreement on the day on which the price increase takes effect.
5. The prices stated in the offer of products or services do not include VAT.
6. All prices are subject to printing and typographical errors. No liability is accepted for the consequences of printing and typesetting errors. In the event of printing and typesetting errors, the entrepreneur is not obliged to deliver the product at the incorrect price.

Article 10 – Compliance

1. The entrepreneur guarantees that the products and / or services meet the agreement, the specifications stated in the offer, the reasonable requirements of reliability and / or usability and the legal provisions existing on the date of the conclusion of the agreement and / or government regulations. If agreed, the entrepreneur also guarantees that the product is suitable for normal use. However, it is recommended to place the product in a quiet (low traffic) place to make the product last longer.
2. Incorrectly delivered products must be reported to the entrepreneur online (via email) within 14 days after delivery. Return of the products must be in the original packaging and in new condition.
3. The entrepreneur is at no time responsible for the ultimate suitability of the products for each individual application by the consumer, nor for any advice regarding the use or application of the products.

4. In any case, the entrepreneur has no responsibility (anymore) if:
 - the consumer has repaired and/or processed the delivered products himself or has them repaired and/or processed by third parties;
 - The delivered products have been exposed to abnormal circumstances or are otherwise carelessly handled or are in conflict with the instructions of the entrepreneur and / or have been treated on the packaging;
 - The defect is wholly or partly the result of regulations that the government has made or will make regarding the nature or quality of the materials used.

Article 11 – Delivery and implementation

1. The entrepreneur 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 the address that the consumer has made known to the company.
3. With due observance of what is stated in paragraph 4 of this article, the company will execute accepted orders expeditiously, but at the latest within 30 days, unless the consumer has agreed to a longer delivery period. If delivery is delayed, or if an order cannot or only partially be executed, the consumer will be notified of this no later than 30 days after placing the order. In that case, the consumer has the right to terminate the contract at no cost. The consumer is not entitled to compensation.
4. All delivery times are indicative. The consumer cannot derive any rights from any deadlines mentioned. Exceeding a term does not entitle the consumer to compensation.
5. In case of dissolution in accordance with paragraph 3 of this article, the entrepreneur will refund the amount that the consumer has paid as soon as possible, but no later than 14 days after dissolution.
6. If delivery of an ordered product turns out to be impossible, the entrepreneur will make an effort to provide a replacement item. At the latest, upon delivery, it will be clearly and comprehensibly reported that a replacement item is being delivered. For replacement items, the right of withdrawal cannot be excluded. The costs of a possible return shipment are for the account of the entrepreneur.
7. The risk of damage and / or loss of products rests with the entrepreneur until the moment of delivery to the consumer or a pre-designated and representative announced to the entrepreneur, unless expressly agreed otherwise.

Article 12 – Payment

1. As far as not otherwise agreed, the amounts due by the consumer shall be paid before delivery.
2. The consumer has the obligation to report inaccuracies in payment details provided or stated to the entrepreneur without delay.
3. In case of default by the consumer, the entrepreneur has the right to charge the reasonable costs made known to the consumer, subject to legal restrictions.

Article 13 – Complaints procedure

1. For complaints, consumers can email info@unknownrugs.com.
2. Complaints about the implementation of the agreement must be submitted to the entrepreneur within 14 days, fully and clearly described, after the consumer has found the defects.

3. Complaints submitted to the entrepreneur will be answered within a period of 14 days from the date of receiving. If a complaint requires a foreseeable longer processing time, the entrepreneur will reply within the period of 14 days with a notice of receiving and an indication when the consumer can expect a more detailed answer.
4. In case of complaints, a consumer must first turn to the entrepreneur.
5. A complaint does not suspend the obligations of the entrepreneur, unless the entrepreneur indicates otherwise in writing.
6. If a complaint is found to be valid by the entrepreneur, the entrepreneur will, at its choice, either replace or repair the delivered product(s) free of charge.

Article 14 – Disputes

1. Only Dutch law applies to agreements between the entrepreneur and the consumer to which these general terms and conditions apply. Even if the consumer lives abroad.
2. The District Court of Noord-Nederland is competent to take knowledge of disputes.
3. The Vienna Sales Convention does not apply.

Article 15 – Additional or different stipulations

Additional or deviating provisions from these general terms and conditions may not be to the detriment of the consumer, and must be recorded in writing or in such a way that they can be stored by the consumer in an accessible manner on a durable medium.

Article 16 – Privacy

When entering your personal data, you automatically agree to our privacy policy. See privacy policy (<https://unknownrugs.com/privacy/>).