

MARIEKKE Vintage general terms and conditions of sale and delivery

These general terms and conditions of sale and delivery apply to all services and deliveries offered by MARIEKKE Vintage and on each Agreement between MARIEKKE Vintage and the Customer.

Article 1. Definitions

1. In these general terms and conditions of sale and delivery, the following terms are defined as set forth below:
 - a. MARIEKKE: Ms. M.M.H. Jansen trading as Mariekke Vintage, registered at the trade register of the Chamber of Commerce under number 58415580, offices at Ollandseweg 117, 5491 XA Sint-Oedenrode, postal address Bobbenagelseweg 7, 5491 VL Sint-Oedenrode;
 - b. Customer: MARIEKKE's other party, a consumer (natural person) or company / corporation (legal entity);
 - c. Order / Delivery: the work to be carried out or the delivery or service;
 - d. Agreement: the Agreement of delivery and/or services;
 - e. Long-distance selling: online sales or by telephone;
 - f. General terms and conditions: these General terms and conditions of sale and delivery;
 - g. Product (s): goods that are delivered;
 - h. Webshop: www.mariekke.nl.

Article 2. Applicability

1. These General terms and conditions are applicable to all Agreements between the Customer and MARIEKKE, including any possible legal successors of both parties, as well as any ensuing and/or related Agreements, as well as on all offers and/or quotations made by MARIEKKE.
2. The applicability of the General terms and conditions of the Customer is explicitly rejected by MARIEKKE.
3. Any provisions that deviate from these standard General terms and conditions are valid exclusively if expressly agreed by in writing by MARIEKKE. Unless expressly agreed otherwise in writing, these deviations and/or additions to the General terms and conditions agreed on will only apply to the concerning Agreement.
4. MARIEKKE reserves the right to make interim changes to these General terms and conditions. The amended General terms and conditions will then also apply to the existing Agreement between Customer and MARIEKKE. Changes are announced in writing and shall enter into force 14 days after publication or on a later date as mentioned in the announcement.

Article 3. Offers and quotations

1. The offers and/or quotations made by the MARIEKKE are noncommittal; they are valid for 14 days after presentation, unless otherwise indicated. MARIEKKE is only bound to the offers and/or quotations if the acceptance thereof by the Customer is confirmed in writing within 14 days, unless otherwise indicated.
2. An Agreement will only be concluded by express acceptance of the Order by MARIEKKE on a manner that is customary in this sector.
3. Prices given in the mentioned offers and/or quotations are exclusive of governmental levies as well as the costs incurring in relation to the Agreement like shipment and administrative costs and are standard shown in Euros, unless stated otherwise.
4. Offers and/or quotations shall not automatically apply to future Orders.
5. The Agreement between the Customer and MARIEKKE concerns a purchase Agreement, unless the content, nature or scope of the Agreement dictates otherwise or parties explicitly, in writing, agree upon otherwise.

Article 4. How the Agreement is concluded

1. The Agreement will be concluded at the time that a signed Order confirmation or quotation done by MARIEKKE has been returned to MARIEKKE by the Customer. The Order confirmation/quotation is based on the information provided by the Customer to MARIEKKE at that time. The Order confirmation shall be deemed a fully correct representation of the Agreement.
2. If the Order is done online by Webshop, the Customer will electronically (by e-mail) receive an Order confirmation or purchase confirmation. The Agreement will be concluded at the time that the Customer places the Order.
3. If the Order is given verbally or if the signed Order confirmation (as of yet) has not been received, the Agreement is deemed to have been closed under these terms and conditions at the time MARIEKKE starts with the implementation of the Order at the request of the Customer.
4. MARIEKKE is free to prove the Agreement is concluded by other means then stated in these General terms and conditions.

Article 5. Vintage Products

1. The Webshop has a comprehensive and accurate description of the offered Products. The description is sufficiently detailed to allow a proper assessment of the offer. Pictures are a realistic representation of the offered Products and/or services. Apparent errors or mistakes (including textual errors) are not in any way binding.
2. MARIEKKE makes effort to guarantee the originality of our products through good research and to work with reliable businesses. MARIEKKE can never know with 100% certainty that the products are original.
3. Considering the age of vintage Products traces of wear may be present. To indicate the condition of the Products on the Webshop, the Products are categorized in the following categories: excellent, very good, good, reasonable and moderate.
4. MARIEKKE checks all Products offered on reliability and safety. The wiring of lamps is checked and if necessary replaced. No rights can be derived from the control and/or replacements on Products.
5. MARIEKKE sells lighting without light bulbs, halogen lamps, compact fluorescent lamps and/or led lamps.
6. Goods are available while supply last.
7. It is possible to view the Products on display in the showroom in Sint-Oedenrode. You can contact us to make an appointment. Damages made by the Customer to the goods on display will be billed to the Customer.
8. A Product can be reserved for up to seven days.

Article 6. Long-distance selling

1. This provision applies only to Long-distance sales with Customers who are consumers who have ordered online by Webshop:
 - a. the consumer shall receive a confirmation by e-mail for his or her Order;
 - b. the consumer has the right to a sound Product that meets the quality as listed on the Webshop;
 - c. these General terms and conditions which are checked by the consumer as seen prior to the completion of the Order are listed on the website or are findable on the website or are sent to the consumer by e-mail if they request a quote. These General terms and conditions are in PDF-format which can be saved by the consumer;
 - d. the payment method is made known during the Order;
 - e. the consumer himself fills in the address and contact details used for the delivery of the Product. Erroneous or incorrect filling in of the address is for risk and account of the consumer;
 - f. statutory cooling-off period: from the day the Product is received, the consumer has a cooling-off period of 14 days. After use of the cooling-off period, you must return the Product within 14 days. Refund of the purchase price takes place within 14 days, but never before the Product is returned correctly. The cooling-off period does not apply to Products that cannot be returned because of sanitary or health reasons, Products with regard to leisure, time-based Products (loose magazines or newspapers), Products of which the sealing/seal is broken, Products specially made, Products that are perishable, quickly spoil or digital Products/downloads, emergency repairs and services;
 - g. returns: if the consumer wishes to return the Product, the consumer has to return the Product/Products together with the return form within the applicable time limit and subject to the applicable terms and conditions;
 - h. costs of returns are not reimbursed, unless there's a damaged or defective Product. MARIEKKE assesses whether there is a damaged or defective Product. The costs of return are also listed on the Webshop prior to the placement of the Order. If the consumer chooses for a more expensive shipping method than the standard shipping method, MARIEKKE will only reimburse the cost of standard shipping, provided the return meets the conditions listed above.
2. If there is an obvious textual error on the Webshop, one must hold in regard that the right price/right information will be given by the time the error is known by MARIEKKE.
3. The above provisions under paragraph 1: a, b, c, d, e, g, h and 2 also apply to companies/corporations (legal entities). Instead of 'consumer' one must read 'company/corporation (legal entity)'.

Article 7. Pricing

1. The prices of the Products are mentioned on the Webshop.
2. If there is no price mentioned on the Webshop, MARIEKKE will determine and pronounce the price to the consumer.
3. The prices quoted by MARIEKKE on the Webshop are in Euro and include VAT (also see paragraph 6 and 7 of this article) and are based on price-determining factors related to the time of the Order. All prices are excluding shipping costs.
4. Any import duties and customs fees come for account of the Customer.
5. MARIEKKE is entitled to increase the prices. If the Customer is a consumer, the Customer is entitled to dissolve the Agreement if the price is increased within 3 months after the closing of the Agreement, unless the agreed upon delivery time takes longer than 3 months after the sale. After expiry of this period, the Customer shall be entitled to dissolve the Agreement if the increase of the price is more than 10%. The Customer does not have the right to dissolve the Agreement if the increase of the price is the result of a jurisdiction under the law.
6. In almost all cases MARIEKKE applies margin prices. These are prices that are determined in accordance with the margin scheme. The margin scheme is a tax scheme, which applies to used goods such as art, antiques and collectors' items. VAT is only paid on the margin between purchases and sales. The use of the margin scheme is mentioned on the invoice.
7. It will be explicitly mentioned in the Webshop and on the invoice if MARIEKKE uses the normal VAT scheme.

Article 8. Payment

1. The payment must be made directly at the time the Order is placed using the payment options offered on the Webshop like iDeal, PayPal or of similar nature.
2. Another possibility is that, in addition to paragraph 1, the Customer pays by cash on delivery (only possible within The Netherlands) or on pickup by appointment.
3. Another possibility is that MARIEKKE sends an invoice with a payment term of 7 days, when the payment is received, the Product will be sent, unless otherwise agreed.
4. If the Customer is a consumer and has not made (full) payment within the first term, MARIEKKE will send a written reminder (notice) for payment of the outstanding amount within 7 days including the legal interest (under notice of the extrajudicial collection costs). If the Customer also fails to make the (full) payment within the second term, he will also be charged with the extrajudicial collection costs.
5. If the Customer is a company/corporation (legal entity) and has not made (full) payment within the first term, he will be charged with the extrajudicial collection costs as well as with the statutory commercial interest starting from the day the term has expired.
6. If payment fails within the stated term, MARIEKKE is entitled to suspend its work/delivery or dissolve the Agreement without any obligation of compensation by MARIEKKE.
7. A complaint of the Customer does not suspend the payment obligation.
8. In the event of liquidation, bankruptcy, confiscation/seizure, suspension of payment of the Customer, administration order or guardianship order all debts and claims MARIEKKE has on the Customer are immediately due and payable.

Article 9. Delivery

1. Shipping costs are displayed during the Order. These shipping costs come in addition to the (sale) price.
2. The shipping costs are also always listed under "payment and shipping costs". If the delivery address does not fall within the regions listed on the Webshop or a different delivery method is chosen, MARIEKKE will charge separate shipping costs prior to delivery.
3. When a delivery term/date is agreed upon by MARIEKKE, given term/date shall never be regarded as a strict (final) deadline. When exceeding the agreed upon term/date the Customer shall sent MARIEKKE a written notice of default.
4. The Customer shall examine the Products when they are delivered. The Customer has to check if the delivery matches that which is agreed upon, namely:
 - If the right goods are delivered;
 - If the amount and/or number of goods delivered are in accordance with the Agreement;

- If the goods delivered meet the requirements set for vintage Products based on the information from the Webshop.
- 5. When delivery is delayed, the Customer has no entitlement to refuse the delivery.
- 6. If delivery of an ordered Product proves to be impossible, MARIEKKE will try to find a suitable alternative. The Customer is not obligated to make use of this offer.

Article 10. Returns

1. If the Customer wants to make a return, the Customer has to make use of the return form which is sent along with the Product.
2. The return shipment must be notified to MARIEKKE in advance per e-mail. If applicable, there will be additional shipping instructions upon receipt of the Product.
3. Returns are only possible if packaging and Product are in the same condition as in which they were delivered. The Customer has to keep a proof of dispatch.
4. If the Customer is a consumer, the Customer may return the Product (with the exception of Products mentioned in paragraph 6) without stating any reasons within 14 days after the Product is received.
5. If the Customer is a company/corporation (legal entity), the Customer may return the Product (with the exception of Products mentioned in paragraph 6) without giving any reasons within 7 days after the Product is received, unless agreed upon otherwise.
6. Products that cannot be returned are Products that cannot be sent back because of sanitary or health reasons, Products of which the sealing/seal is broken, Products specially made or purchased for the Customer, Products that are perishable, quickly spoil or digital Products/downloads.
7. The shipping costs for returning a Product come at the Customer's expense, unless there is a damaged or defective Product as determined by MARIEKKE, also see article 6 paragraph 1 under h.
8. Once the return is received by MARIEKKE, MARIEKKE will make a full refund on the account number as indicated by the Customer as soon as possible, yet no later than within the legal term of 30 days.
9. Naturally, it is also possible to return the goods yourself by appointment at our showroom in Sint-Oedenrode.

Article 11. Renting Products

1. It is also possible for the Customer to rent a Product. The price will be based on a percentage of the retail price determined on a weekly basis, with a minimum renting price of one week.
2. A deposit at least the size of the purchase price must be made in advance. The deposit will be returned to the listed bank account of the Customer within 30 days after the Product has been returned to MARIEKKE. Any costs as a result of damage to the Product or as a result of necessary repairs and/or replacements to the Product will be deducted from the deposit. No interest will be remunerated in regard to the deposit.
3. If the damage exceeds the deposit, the exceeding costs will be charged to the Customer.

Article 12. Suspension, cancellation and termination

1. MARIEKKE is authorized to suspend the fulfillment of its obligations or to terminate the Agreement if:
 - Customer does not fulfill or partially fulfill its obligations under the Agreement;
 - After the conclusion of the Agreement, MARIEKKE becomes aware of circumstances giving good ground to fear that the Customer will not fulfill his obligations. If there are legitimate concerns that the Customer will only partially or improperly fulfill his obligations, suspension shall only be allowed in so far justified by the shortcoming;
2. If the Agreement is dissolved, all claims of MARIEKKE towards the Customer are immediately due and payable.
3. The Customer may cancel the Order in writing (by e-mail) free of charge as long as the Order is not yet confirmed. The Customer is free to contact MARIEKKE by telephone to notify MARIEKKE of the cancellation after which the Customer will confirm the cancellation in writing.
4. MARIEKKE always retains the right to claim damages.

Article 13. Transfer of risk

1. The delivery shall be made at the address as specified by the Customer. Customer himself fills in the address and contact details used for the delivery of the Product. Erroneous or incorrect filling in of the address (and any resulting additional costs) is for risk and account of the consumer.
2. All risk is transferred to the Customer the moment he, or a by the Customer designated third party, receives the ordered Products.
3. When the Customer chooses a carrier that is not offered by MARIEKKE, the risk transfers to the carrier the moment the carrier receives the Products.
4. If the Product gets lost, damaged, stolen or in any other way extinguished before the delivery (and transfer of risk), MARIEKKE will try to offer the Customer, under the same conditions, a similar Product. The Customer is not obligated to make use of this offer. MARIEKKE is not liable to pay any compensation to the Customer.

Article 14. Warranties

1. MARIEKKE will deliver a Product that matches the quality the Customer may expect given the Agreement and specifications listed on the website. The Customer must take into account that he has bought a vintage Product which may contain traces of wear. Since these are vintage Products, additional warranties besides the defined characteristics of the Product cannot be given.
2. Electronic devices are sold as collectibles and are not suitable for (daily) use. Before electronic devices are used, a qualified electrician should be consulted by the client.
3. Any claim by the Customer related to the delivered Products will be void, if:
 - a. the Products are not identifiable (anymore) as coming from MARIEKKE;
 - b. the defects of the Products result (partly) from normal wear and tear, improper and/or incorrect treatment, assembly, use and/or storage, maintenance or repairs (by third parties);
 - c. MARIEKKE has not immediately been given the opportunity by the Customer to access/inspect the complaint and fulfill her obligations;
 - d. The Customer has not, non-timely or improperly complied with the obligations incumbent upon him.

4. Defects and/or complaints about faulty Products should be communicated in writing as stated in the complaints procedure.

Article 15. Complaints procedure / right to complain

1. Visible defects or shortcomings found on the Product upon delivery should immediately be communicated (motivated) in writing to MARIEKKE, or in any case within 7 days of delivery.
2. The Customer must notify MARIEKKE of any found defects regarding the Product, within 14 days after discovery, or when discovery was reasonably possible, in writing (motivated) while citing the invoice- and productdata. The terms for companies/corporations (legal entities) are established under penalty of loss when exceeded.
3. In case of a justified complaint, MARIEKKE has the choice to either adjust the invoiced price, to improve or deliver a similar Product or to proportionally reimburse the Customer.
4. A complaint of the Customer does not suspend the payment obligation.

Article 16. Retention of title

1. The in the context of this Agreement delivered Products remain the property of MARIEKKE until all obligations resulting from the conducted Agreement are properly fulfilled by the Customer.
2. The retention of title extends to already delivered Products as well as to Products yet to be delivered under this Agreement.
3. The by MARIEKKE supplied products, which pursuant to paragraph 1 fall under the retention of title, may not be resold (unless selling these Products belongs to the usual course of business) and may never be used as means of payment. The Customer is not entitled in any way to encumber the goods falling under the retention of title.
4. If third parties (threaten to) seize Products subject to retention of title or wish to establish or assert rights thereto, Customer is obligated to immediately notify MARIEKKE thereof.
5. In case MARIEKKE wishes to exercise the ownership rights mentioned in the present article, the Customer gives, in advance, an unconditional and non-revocable permission to MARIEKKE and to third parties, to be appointed by MARIEKKE, to enter all places where properties of MARIEKKE are located to take them back.

Article 17. Liability

1. When buying vintage Products, the Customer is presumed to be familiar with the – possibly deviating from current laws and regulations – requirements and regulations that were posed to safety and use at the time that the goods were manufactured.
2. The Customer himself is at all times responsible for compliance with, and overlook on, safe and responsible use of the Products.
3. In case MARIEKKE is liable, the liability is limited to what is settled in this article.
4. If Customer proves that he has suffered damage by an act or omission by MARIEKKE, which would be avoided if acted carefully and expertly, MARIEKKE is liable for the damage equal to (no more than once) the declaration amount of the Agreement, or at least to that part of the Agreement to which the liability relates.
5. MARIEKKE always has the right to, as far as possible, prevent or reduce the damage suffered by the Customer.
6. Damage is solely defined as damage to persons, damage to property and direct financial loss.
7. MARIEKKE shall never be liable for indirect damages, including consequential damages, lost profits and lost savings.
8. The limitations contained in these terms of liability for damages shall not apply if the damage is due to intent or gross negligence by the leadership of MARIEKKE.
9. MARIEKKE does not guarantee a correct and/or complete transmission of the contents of a transmitted e-mail, nor for the timely receipt thereof.
10. MARIEKKE shall not be liable for damage of any kind caused by the fact that MARIEKKE used, as assumed correct, erroneous or incorrect information given by the Customer, unless MARIEKKE should have been aware of this error or incorrectness.
11. The in this article set out limitations of liability are also stipulated for the benefit of persons or third parties engaged by MARIEKKE, who may therefore directly invoke these limitations of liability.

Article 18. Force majeure

1. MARIEKKE shall not be obliged to comply with her obligations under the Agreement when hindered by a circumstance that is not due to debt, nor due to law or a legal act that is generally accepted as for her account.
2. In the context of the Agreement, force majeure is understood to mean all that fits its frame in law and jurisprudence, like: diseases, strikes, cancellations and/or insufficient supply of materials, or one or more of MARIEKKE's used persons or third parties, as well as any external causes, foreseen or not foreseen whereupon MARIEKKE has no influence, whereby it is impossible for MARIEKKE to fulfill its obligations.
3. MARIEKKE is entitled during the period that force majeure continues to suspend the obligations resulting from the Agreement. If and when this period lasts longer than two months, both parties shall be entitled to dissolve the Agreement without any obligation to compensate damages to the other party.

Article 19. Indemnification

1. The Customer shall indemnify MARIEKKE, including subordinates and/or assistants against claims by third parties relating to intellectual property on material or data provided by the Customer.
2. Customer shall indemnify MARIEKKE against any claims by third parties, who suffer damage because of the execution of the Agreement by MARIEKKE, which is attributable to the Customer.
3. Customer shall indemnify MARIEKKE against claims of third parties for damage caused because Customer provided incorrect or incomplete information to MARIEKKE.
4. Customer shall indemnify MARIEKKE against all claims from third parties – including shareholders, directors, supervisory board and personnel, as well as affiliated legal entities and businesses and others who are involved with – deriving or related to the work of MARIEKKE for the benefit of the Customer.
5. Customer shall indemnify MARIEKKE against claims from third parties where MARIEKKE is seen as perpetrator of the Customer.

Article 20. Intellectual property

1. All copyrights and other rights of intellectual or industrial property on documentation, equipment, designs, descriptions, drawings, models, budgets and calculations or other materials such as analysis, documentation, reports, offers, as well as preparatory material thereof, are owned exclusively by MARIEKKE

2. It is explicitly forbidden to use pictures and/or texts of the Webshop without the express written permission of MARIEKKE.

Article 21. Privacy

1. MARIEKKE respects the privacy of all users and adheres to the personal registration law. The personal information you provide to us will always be kept confidential and will always be treated with the utmost care.
2. MARIEKKE will use your personal information to conduct the Agreement. The information will not be made available to third parties. The personal information includes all of the information you have entered in the order form or e-mail.
3. MARIEKKE uses a mailing list for sending a newsletter. You can register for this newsletter through the website. Every mailing contains instructions on how to get off this mailing list.

Article 22. Expiration term

As far as not otherwise provided in these General terms and conditions, claims and other rights the Customer has that derive from the work and/or service MARIEKKE has provided, in any case expire one year after the moment when Customer knew or reasonably could have known of the existence of these claims and or rights.

Article 23. Applicable law

1. The Dutch law is applicable. Unless the cantonal judge is authorized to resolve the dispute, all disputes shall be resolved by the competent court in the district in which MARIEKKE has its registered office. Nevertheless, MARIEKKE has the right to submit the dispute to the competent court according to the law.
2. The Vienna Sales Convention is expressly excluded.

Article 24. Final provision

1. Should any provisions of these General terms and conditions be contrary to mandatory law from civil code 7 on sale to consumers, the law shall prevail.
2. If one or more provisions of these general terms and conditions should be null and void or be destroyed, the remaining provisions still apply. MARIEKKE and Customer will then discuss new stipulations replacing the null and void or destroyed provisions to agree upon, for as much as possible to the purpose and intent of the original provision(s).

The original Dutch text of these General Terms and Conditions shall prevail over versions published in any other language.

General terms and conditions of sale and delivery MARIEKKE Vintage – September 2016