

WINCKLE VAN SINCKLE™

U N I Q U E V I N T A G E G O O D S

General Conditions **<https://wincklevansinckle.com>**

General terms and conditions based on model terms and conditions of Stichting WebwinkelKeur.

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Article 1 - Definitions

In these terms and conditions, the following definitions apply:

1. ****Cooling-off period****: the period within which the consumer can exercise their right of withdrawal.

2. ****Consumer****: the natural person who is not acting in the exercise of a profession or business and enters into a distance contract with the entrepreneur.

3. ****Day****: calendar day.

4. ****Continuing performance contract****: a distance contract relating to a series of products and/or services, where the delivery and/or purchase obligation is spread over time.

5. ****Durable medium****: any device that enables the consumer or entrepreneur to store information addressed personally to them in a way that allows future consultation and unaltered reproduction of the stored information.

6. ****Right of withdrawal****: the option for the consumer to renounce the distance contract within the cooling-off period.

7. ****Model withdrawal form****: the model form for withdrawal provided by the entrepreneur that a consumer can complete when they wish to exercise their right of withdrawal.

8. ****Entrepreneur****: the natural or legal person who offers products and/or services to consumers remotely.

9. ****Distance contract****: a contract concluded within the framework of a system organized by the entrepreneur for remote selling of products and/or services, where one or more techniques for remote communication are exclusively used until the conclusion of the contract.

10. ****Technique for remote communication****: means that can be used to conclude a contract without the consumer and entrepreneur being in the same space simultaneously.

11. **General Terms and Conditions****: these General Terms and Conditions of the entrepreneur.**

Article 2 - Identity Entrepreneur

Winckle Van Sinckle, is a business name of Lukemac3000 BV
KVK 52046109
BTW nummer 850276822B01

Contact:
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Article 3 - Applicability

1. These general terms and conditions apply to every offer made by the entrepreneur and to every distance contract and order concluded between the entrepreneur and the consumer.
2. Before the distance contract is concluded, the text of these general terms and conditions will be made available to the consumer. If this is not reasonably possible, it will be indicated before the distance contract is concluded where the general terms and conditions can be inspected at the entrepreneur's premises and that they will be sent to the consumer free of charge as soon as possible upon request.
3. If the distance contract is concluded electronically, the text of these general terms and conditions may, by way of deviation from the previous paragraph and before the distance contract is concluded, be made available to the consumer electronically in such a way that the consumer can easily store them on a durable medium. If this is not reasonably possible, it will be indicated before the distance contract is concluded where the general terms and conditions can be accessed electronically, and that they will be sent electronically or by other means free of charge upon request by the consumer.
4. In cases where specific product or service terms and conditions apply in addition to these general terms and conditions, the second and third paragraphs apply correspondingly, and the consumer can always invoke the provision that is most favorable to them in case of conflicting terms.
5. If one or more provisions in these general terms and conditions are at any time wholly or partially void or nullified, the remaining provisions of the agreement and these terms and conditions will remain in force. The affected provision will be replaced in mutual consultation without delay by a provision that approximates the original intent as closely as possible.
6. Situations not covered by these general terms and conditions must be assessed in accordance with the spirit of these terms and conditions.
7. Any uncertainties regarding the interpretation or content of one or more provisions of these terms and conditions must be interpreted in line with their intended purpose.

Article 4 - The Offer

1. If an offer has a limited validity period or is subject to conditions, this will be explicitly stated in the offer.
2. The offer is non-binding. The entrepreneur is entitled to modify and adjust the offer.
3. The offer includes a complete and accurate description of the offered products and/or services. The description is detailed enough to enable the consumer to make a proper assessment of the offer. If the entrepreneur uses images, these will be a truthful representation of the offered products and/or services. Obvious mistakes or errors in the offer are not binding on the entrepreneur.
4. All images, specifications, and data included in the offer are indicative and cannot be grounds for claims of damages or dissolution of the agreement.
5. Product images are a truthful representation of the offered products. However, the entrepreneur cannot guarantee that the displayed colors precisely match the actual colors of the products.
6. Each offer includes sufficient information to make clear to the consumer what rights and obligations are associated with accepting the offer. This particularly pertains to:
 - the price, including taxes (or, if applicable, a notice that no tax is charged, e.g., for margin goods);
 - any shipping costs;
 - the method by which the agreement will be concluded and the necessary steps to complete it;
 - whether or not the right of withdrawal applies;
 - the method of payment, delivery, and execution of the agreement;
 - the period during which the consumer can accept the offer or the period during which the entrepreneur guarantees the price;
 - the amount of the fee for remote communication if the costs of using the remote communication technology are calculated on a basis other than the regular base rate for the used communication method;
 - whether the agreement, once concluded, will be archived, and if so, how the consumer can access it;
 - the manner in which the consumer can review and, if desired, correct the information they have provided as part of the agreement before its conclusion;
 - the other languages, if any, in which the agreement can be concluded in addition to Dutch;
 - the codes of conduct to which the entrepreneur has committed and the way in which the consumer can consult these codes of conduct electronically; and
 - the minimum duration of the distance contract in the case of a continuing performance contract.

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 fulfills the associated conditions.
2. If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm receipt of the acceptance electronically. As long as the entrepreneur has not confirmed this acceptance, the consumer may dissolve the agreement.
3. If the agreement is concluded electronically, the entrepreneur will implement appropriate technical and organizational measures to secure the electronic transmission of data and ensure a safe web environment. If the consumer is able to pay electronically, the entrepreneur will observe appropriate security measures.
4. Within the limits of the law, the entrepreneur may inquire whether the consumer can meet their payment obligations, as well as any other facts and factors relevant to responsibly entering into the distance contract. If the entrepreneur has valid reasons based on this inquiry not to enter into the agreement, they are entitled to refuse a purchase or application with justification, or to attach special conditions to its execution.
5. Along with the product or service, the entrepreneur will provide the consumer with the following information in writing or in a manner that allows the consumer to store it in an accessible way on a durable medium:
 - the visiting address of the entrepreneur's business location where the consumer can submit complaints;
 - the conditions under which and the method by which the consumer can exercise the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
 - information about warranties and existing after-purchase services;
 - the details included in Article 4, paragraph 3 of these terms and conditions, unless the entrepreneur has already provided this information to the consumer prior to the execution of the agreement;
 - the requirements for terminating the agreement if it has a duration of more than one year or is of indefinite duration.
6. In the case of a continuing performance contract, the provision in the previous paragraph applies only to the first delivery.
7. Every agreement is entered into under the suspensive condition of sufficient availability of the relevant products.

Article 6 - Right of Withdrawal

For the delivery of products:

1. When purchasing products, the consumer has the right to dissolve the agreement without providing any reason within 14 days. This cooling-off period starts on the day after the consumer, or a representative designated by the consumer and communicated to the entrepreneur, receives the product.
2. During the cooling-off period, the consumer shall handle the product and packaging with care. The consumer will only unpack or use the product to the extent necessary to determine if they wish to keep it. If the consumer exercises their right of withdrawal, they must return the product, including all accessories, and, if reasonably possible, in its original condition and packaging to the entrepreneur, following the reasonable and clear instructions provided by the entrepreneur.
3. If the consumer wishes to exercise their right of withdrawal, they are required to notify the entrepreneur within 14 days of receiving the product. Notification can be made using the model withdrawal form or another means of communication, such as email. After notifying the entrepreneur, the consumer must return the product within 14 days. The consumer must prove that the product was returned in a timely manner, for example, by providing proof of shipment.
4. If the consumer has not notified the entrepreneur of their intention to exercise the right of withdrawal within the periods specified in paragraphs 2 and 3, or if they have not returned the product to the entrepreneur, the purchase is final.

Exclusions from the right of withdrawal:

Products that are custom-made and food items that are perishable or have a short shelf life are excluded from the right of withdrawal.

For the delivery of services:

1. For services, the consumer has the right to dissolve the agreement without providing any reason for at least 14 days, starting from the day the agreement is entered into.
2. To exercise their right of withdrawal, the consumer must follow the reasonable and clear instructions provided by the entrepreneur at the time of the offer or no later than the time of delivery.

Article 7 - Costs in Case of Withdrawal

1. If the consumer exercises their right of withdrawal, the return shipping costs will be borne by the consumer at most.
2. If the consumer has made a payment, the entrepreneur will refund this amount as soon as possible, but no later than 14 days after the withdrawal. This refund is conditional upon the entrepreneur having received the returned product or upon receiving conclusive proof of its complete return. The refund will be made using the same payment method used by the consumer unless the consumer explicitly agrees to 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 the product's value.

4. The consumer cannot be held liable for any reduction in the product's value if the entrepreneur has failed to provide all legally required information about the right of withdrawal prior to the conclusion of the purchase agreement.

Article 8 - Exclusion of the Right of Withdrawal

1. The entrepreneur may exclude the consumer's right of withdrawal for products as described in paragraphs 2 and 3. The exclusion of the right of withdrawal is only applicable if the entrepreneur has clearly stated this in the offer, or at least prior to 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;
- that are clearly personal in nature;
- that, due to their nature, cannot be returned;
- that spoil or age quickly;
- whose price is subject to fluctuations in the market over which the entrepreneur has no influence (this exclusion applies to *Winckle Van Sinckle!*);
- for single issues of books, newspapers and magazines;
- for audio and video recordings and computer software where the consumer has broken the seal;
- for hygiene products where the consumer has broken the seal.

3. Exclusion of the right of withdrawal is only possible for services:

- related to accommodation, transportation, restaurant services, or leisure activities to be provided on a specific date or during a specific period;
- whose delivery has begun with the express consent of the consumer before the cooling-off period has expired;
- related to betting and lotteries.

Article 9 - The Price

1. Prices on the website are dynamic. The consumer is free to make a realistic counteroffer on the listed price.
2. In deviation from the previous clause, the entrepreneur may offer products or services with variable prices if those prices are tied to fluctuations in the financial market over which the entrepreneur has no control. This dependency on fluctuations, as well as the fact that any listed prices are indicative, will be stated in the offer.
3. Price increases within 3 months of the conclusion of the agreement are only permitted if they are the result of statutory regulations or provisions.
4. Price increases starting 3 months after the conclusion of the agreement are only permitted if the entrepreneur has stipulated this and:
 - they are the result of statutory regulations or provisions; or
 - the consumer has the right to terminate the agreement effective from the day the price increase takes effect.
5. The prices stated in the offer of products or services include VAT. However, prices for business-to-business services or products are stated exclusive of VAT.
6. All prices are subject to printing and typographical errors. No liability is accepted for the consequences of such errors. In the case of printing or typographical errors, the entrepreneur is not obligated to supply the product at the incorrect price.
7. All prices on the WVS website are starting prices, the consumer is free to make a counter offer.

Article 10 - Conformity and warranty

1. The entrepreneur guarantees that the products and/or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of soundness and/or usability and the legal provisions and/or government regulations in force on the date of the conclusion of the agreement. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.
2. A guarantee provided by the entrepreneur, manufacturer or importer does not affect the legal rights and claims that the consumer can assert against the entrepreneur on the basis of the agreement.
3. Any defects or incorrectly delivered products must be reported to the entrepreneur in writing within 2 months of delivery. The products must be returned in the original packaging and in new condition.
4. The entrepreneur's warranty period corresponds to the manufacturer's warranty period. However, the entrepreneur is never 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.
5. The warranty does not apply if:

the consumer has repaired and/or processed the delivered products themselves or has had them repaired and/or processed by third parties;

the delivered products have been exposed to abnormal conditions or are otherwise treated carelessly or in conflict with the instructions of the entrepreneur and/or have been treated on the packaging;

the defectiveness is wholly or partly the result of regulations that the government has imposed or will impose with regard to the nature or quality of the materials used.

Article 11 - Delivery and execution

1. The entrepreneur will take the greatest possible care when receiving and executing orders for products and when assessing requests for the provision of services.

2. The place of delivery is the address that the consumer has made known to the company.

3. Taking into account what is stated in paragraph

4 of this Article, the company will execute accepted orders with due speed but no later than 30 days, unless the consumer has agreed to a longer delivery period. If the delivery is delayed, or if an order cannot be executed or can only be executed in part, 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 agreement without costs. The consumer is not entitled to compensation.

4. All delivery periods are indicative. The consumer cannot derive any rights from any periods mentioned. Exceeding a period does not entitle the consumer to compensation.

5. In the event of dissolution in accordance with paragraph 3 of this Article, the entrepreneur will refund the amount paid by the consumer as soon as possible, but no later than 14 days after dissolution.

6. If delivery of an ordered product proves impossible, the entrepreneur will make every effort to provide a replacement Article. At the latest upon delivery, it will be stated in a clear and comprehensible manner that a replacement Article is being delivered. The right of withdrawal cannot be excluded for replacement Articles. The costs of any return shipment are borne by 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 previously designated representative made known to the entrepreneur, unless expressly agreed otherwise.

Article 12 - Long-term transactions: duration, termination and extension

Termination

1. The consumer may terminate an agreement entered into for a definite period and which extends to the regular delivery of products (including electricity) or services, at any time towards the end of the fixed term, taking into account the agreed termination rules and a notice period of no more than one month.

2. The consumer may terminate the agreements referred to in the previous paragraphs:

at any time and not be limited to termination at a specific time or during a specific period;

at least terminate in the same manner as they were entered into by him; always terminate with the same notice period as the entrepreneur has stipulated for himself. Extension

1. An agreement entered into for a fixed period and which aims at the regular delivery of products (including electricity) or services may not be tacitly extended or renewed for a fixed period.
2. Notwithstanding the previous paragraph, an agreement entered into for a fixed period and which aims at the regular delivery of daily newspapers, weekly newspapers and magazines may be tacitly extended for a fixed period of up to three months, if the consumer can cancel this extended agreement at the end of the extension with a notice period of no more than one month.
3. An agreement entered into for a fixed period and which aims at the regular delivery of products or services may only be tacitly extended for an indefinite period if the consumer may cancel at any time with a notice period of no more than one month and a notice period of no more than three months in the event that the agreement aims at the regular, but less than once a month, delivery of daily newspapers, weekly newspapers and magazines.
4. An agreement with a limited duration for the regular delivery of daily, news and weekly newspapers and magazines for the purpose of getting to know each other (trial or introductory subscription) is not tacitly continued and ends automatically after the trial or introductory period.

Duration

If an agreement has a duration of more than one year, the consumer may terminate the agreement at any time after one year with a notice period of no more than one month, unless reasonableness and fairness oppose termination before the end of the agreed duration.

Article 13 - Payment

1. Unless otherwise agreed, the amounts owed by the consumer must be paid immediately or, if agreed, another payment term after the start of the cooling-off period as referred to in Article 6 paragraph 1. In the case of an agreement to provide a service, this term commences after the consumer has received confirmation of the agreement.
2. The consumer has the duty to report any inaccuracies in the payment details provided or stated to the entrepreneur without delay.
3. In the event of non-payment by the consumer, the entrepreneur has the right, subject to legal restrictions, to charge the reasonable costs made known to the consumer in advance.

Article 14 - Complaints procedure

1. The entrepreneur has a sufficiently publicized complaints procedure and handles the complaint in accordance with this complaints procedure.
2. Complaints about the execution of the agreement must be submitted to the entrepreneur fully and clearly described within 2 months after the consumer has discovered the source of the complaint.
3. Complaints submitted to the entrepreneur will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the entrepreneur will respond within the period of 14 days with a confirmation of receipt and an indication of when the consumer can expect a more detailed answer.

4. If the complaint cannot be resolved by mutual agreement, a dispute arises that is subject to the dispute resolution procedure.
5. In the event of complaints, a consumer must first contact the entrepreneur. It is also possible to register complaints via the European ODR platform (<http://ec.europa.eu/odr>). The Webshop is currently not affiliated with a quality mark with a dispute committee.
6. A complaint does not suspend the obligations of the entrepreneur, unless the entrepreneur indicates otherwise in writing.
7. If a complaint is found to be justified by the entrepreneur, the entrepreneur will offer an appropriate settlement.

Article 15 - Disputes

1. Agreements between the entrepreneur and the consumer to which these general terms and conditions apply **are exclusively governed by Dutch law**. Even if the consumer resides abroad.
2. The Vienna Sales Convention does not apply.

Article 16 - Additional or deviating provisions

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 data carrier.

These General Terms and Conditions can be amended at any time and without prior notice by Winckle Van Sinckle.

Management Winckle Van Sinckle, November 2024