

# Tre gioie

da Puglia

Welcome to our Terms and Conditions. Please read carefully before placing an order at Tre Gioie. If you have any questions about our Terms and Conditions please contact us at [tregioiedapuglia@gmail.com](mailto:tregioiedapuglia@gmail.com)

## Article 1 - Definitions

In these 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 does not act 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 with regard 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 withdrawal form 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 at a distance;
9. **Distance contract:** an agreement in which, within the framework of a system for distance selling of products and / or services organized by the entrepreneur, up to and including the conclusion of the agreement, use is exclusively made of one or more techniques for distance communication;
10. **Technology for distance communication:** means that can be used for the conclusion of an agreement, without the consumer and entrepreneur having come together in the same space at the same time.
11. **General Terms and Conditions:** the present General Terms and Conditions of the entrepreneur.

## Article 2 - Identity of the entrepreneur

Tre Gioie da Puglia (Wagner b.v.);

Hoofdstraat 181

2171 BB Sassenheim

The Netherlands;

Telephone number: 0634995119

Email address: [tregioiedapuglia@gmail.com](mailto:tregioiedapuglia@gmail.com)

Chamber of Commerce number: 2802387100

VAT identification number: NL-003555744

## Article 3 - Applicability

1. These general terms and conditions apply to every offer from the entrepreneur and to every distance contract and orders between entrepreneur and 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, 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, notwithstanding the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions can be made available to the consumer electronically in such a way that the

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consumer can be easily stored on a durable data carrier. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general terms and conditions can be consulted electronically and that they will be sent free of charge electronically or otherwise at the request of the consumer.

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 *mutatis mutandis* and the consumer can always invoke the applicable provision that is most favorable to him in the event of conflicting general terms and conditions. is.
5. If one or more provisions in these general terms and conditions are in whole or in part void or destroyed at any time, the agreement and these terms and conditions will continue to apply and the provision in question will immediately be replaced by a provision that, in consultation, from the original as close as possible.
6. Situations not covered by these terms and conditions should be assessed "in the spirit" of these 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 period of validity 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, they are a true 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 give rise to compensation or dissolution of the agreement.
5. Pictures with products are a true representation of the products offered. The entrepreneur cannot guarantee that the colors displayed exactly match the real colors of the products.
6. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to the acceptance of the offer.

## Article 5 - The agreement

1. The agreement is concluded, subject to the provisions of paragraph 4, when the consumer accepts the offer and meets the corresponding conditions.
2. If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm receipt of acceptance of the offer electronically. 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 he will ensure a safe web environment. If the consumer can pay electronically, the entrepreneur will observe appropriate security measures.
4. The entrepreneur can - within legal frameworks - inform whether the consumer can meet his payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the distance contract. If, on the basis of this investigation, the entrepreneur has good reasons not to enter into the agreement, he is entitled to refuse an order or request, stating reasons, or to attach special conditions to the execution.
5. In the event of an extended transaction, the provision in the previous paragraph only applies to the first delivery.
6. Each agreement is entered into under the suspensive conditions of sufficient availability of the products in question.

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7. 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 manner in which the consumer can exercise the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
  - information about guarantees and existing after-sales service;
  - the information included in article 4 paragraph 3 of these conditions, unless the entrepreneur has already provided this information to the consumer before the execution of the agreement;
  - the requirements for terminating the agreement if the agreement has a duration of more than one year or is indefinite.

## **Article 6 - Right of withdrawal**

On delivery of products:

1. When purchasing products, the consumer has the option to dissolve the contract without giving any reason during 14 days. This cooling-off period commences on the day after receipt of the product by the consumer or a representative designated in advance by the consumer and announced to the entrepreneur.
2. During the reflection period, the consumer will handle the product and packaging with care. He will only unpack or use the product to the extent necessary to assess whether he wishes to keep the product. If he makes use of 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, in accordance with the reasonable and clear instructions provided by the entrepreneur.
3. If the consumer wishes to make use of his right of withdrawal, he is obliged to make this known to the entrepreneur within 14 days after receipt of the product. The consumer must make this known using the model form. After the consumer has made known that he wants to make use of 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 shipment.
4. If the customer has not made known that he wishes to make use of his right of withdrawal, respectively, after the periods referred to in paragraphs 2 and 3 have expired. the product has not been returned 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 no later than 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. Refund will be made via the same payment method used by the consumer unless the consumer explicitly gives permission for another payment method.
3. If the product is damaged due to careless handling by the consumer, the consumer is liable for any diminished value of the product.
4. The consumer cannot be held liable for a decrease in value of the product if the entrepreneur has not provided all legally required information about the right of withdrawal, this must be done before the conclusion of the purchase agreement.

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## Article 8 - Exclusion of right of withdrawal

1. The entrepreneur can exclude the right of withdrawal of the consumer for products as described in paragraphs 2 and 3. 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;
  - which are clearly of a personal nature;
  - which cannot be returned due to their nature;
  - that can spoil or age quickly;
  - the price of which is subject to fluctuations in the financial market over which the entrepreneur has no influence;
  - for individual newspapers and magazines;
  - for audio and video recordings and computer software of which the consumer has broken the seal.
  - for hygienic products of which the consumer has broken the seal.
3. Exclusion of the right of withdrawal is only possible for services:
  - concerning accommodation, transport, restaurant business or leisure activities to be performed on a specific date or during a specific period;
  - whose delivery has begun with the express consent of the consumer before the reflection period has expired;
  - concerning bets and lotteries.

## 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 as a result of 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 and over which the entrepreneur has no influence, with variable prices. This link to fluctuations and the fact that any stated prices are target prices are stated in 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 this and:
  - they are the result of statutory regulations or provisions; or
  - the consumer is authorized to terminate the agreement with effect from the day on which the price increase takes effect.
5. The prices stated in the offer of products or services 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 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 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 other than normal use.
2. A warranty provided by the entrepreneur, manufacturer or importer does not affect the legal rights and claims that the consumer can assert against the entrepreneur under the agreement.
3. Any defects or incorrectly delivered products must be reported to the entrepreneur in writing within 4 weeks of delivery. Return of the products must be in the original packaging and in new condition.

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4. The entrepreneur's warranty period corresponds to the factory 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 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 contrary to 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 stated terms. 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 proves to be impossible, the entrepreneur will endeavor to make a replacement article available. At the latest upon delivery, it will be stated in a clear and comprehensible manner that a replacement item is being delivered. For replacement items right of withdrawal can not 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. Unless otherwise agreed, the amounts owed by the consumer must be paid within 7 working days after the start of the cooling-off period as referred to in Article 6, paragraph 1. In the event of an agreement to provide a service, this period commences after the consumer has received the confirmation of the agreement.
2. The consumer has the duty to immediately report inaccuracies in payment details provided or stated to the entrepreneur.
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. The entrepreneur has a well-publicized complaints procedure and handles the complaint in accordance with this complaints procedure.
2. Complaints about the performance of the agreement must be submitted fully and clearly described to the entrepreneur within 7 days, after the consumer has discovered the defects.
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

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will reply within the period of 14 days with a notice of receipt and an indication when the consumer can expect a more detailed answer.

4. If the complaint cannot be resolved by mutual agreement, a dispute will arise that is subject to the dispute settlement procedure.
5. In case of complaints, a consumer must first turn to the entrepreneur. If the web shop is affiliated with the WebwinkelKeur Foundation and complaints that cannot be resolved by mutual agreement, the consumer must turn to the WebwinkelKeur Foundation ([www.webwinkelkeur.nl](http://www.webwinkelkeur.nl)), which will mediate free of charge. Check whether this webshop has a current membership via <https://www.webwinkelkeur.nl/leden/>. If a solution is still not reached, the consumer has the option of having his complaint handled by the independent disputes committee appointed by Stichting WebwinkelKeur, the decision of which is binding and both the entrepreneur and the consumer agree to this binding decision. Submitting a dispute to this disputes committee involves costs that must be paid by the consumer to the relevant committee. It is also possible to report complaints via the European ODR platform (<http://ec.europa.eu/odr>).
6. A complaint does not suspend the entrepreneur's obligations, unless the entrepreneur indicates otherwise in writing.
7. If a complaint is found to be well-founded by the entrepreneur, the entrepreneur will replace or repair the delivered products free of charge at its choice.

## **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 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 data carrier.