

# General Terms and Conditions

## Return policy

1. You have the right return delivered products, within 14 days of delivery, without stating the reason why. Shipping fees at your expense.
2. RZNGolfshop wires the purchase price, shipping fee included, to your account within 7 days after reception of the products.

## Article 1 - Definitions

Words or phrases mentioned in these conditions are explained below:

1. entrepreneur: private person or corporation whom provides products or services from a distance to consumers;
2. Consumer: private person which doesn't act on behalf of a corporation nor for his profession which closes a contract from distance with the entrepreneur
3. Contract from a distance: a contract in which, a system for delivery of products or services is organized by the entrepreneur, communication is exclusively based on one or more techniques for communication from a distance
4. Technique for communication from a distance: Technique that is used to close a deal in which consumer and entrepreneur are not in the same room;
5. Reflection Time: the period in which the consumer can use his right of withdrawal;
6. Right of withdrawal: the possibility for the consumer within the reflection time to quit the contract;
7. Day: calendar day;
8. Transaction in time: a contract from a distance of a series of products or services in which the delivery and/or purchase obligation is spread over time
9. Sustainable data carrier: all the means that give the consumer or entrepreneur the possibility to save the information that was given to him personally, in a way that the saved information can be reproduced in an unaltered way in the future

## Article 2 - Company info and contact info

Trade name: RZNGolfshop  
De heer Mr. Rooijackers  
Veldhoven  
Netherlands

Email: [info@rzngolfshop.nl](mailto:info@rzngolfshop.nl)

KvK 17177342  
VAT number. NL814560349B02

### **Article 3 – Relevance**

1. These general conditions are relevant to any offer from RZNGolfshop and to any contract from a distance between RZNGolfshop and the customer.
2. If the contract from a distance was closed electronically, in contradiction with the before stated article, and before the contract from a distance was closed, the text of the general conditions can be delivered to the customer electronically in such a way that the consumer can save the text onto a sustainable data carrier. If this is not possible by any means, before the contract from a distance is closed, there will be stated in which way (electronically or physically) the general condition will be delivered to the customer, free of cost.
3. In case specific product or service conditions are stated in addition to the general conditions, the second and third paragraph are of the same relevance. If there are any contradictions with the general conditions, the most favorable conditions for the customer are relevant.

### **Article 4 – The offer**

1. If an offer has a limited validity or succeeds under conditions, it will be stated explicitly in the offer.
2. The offer contains a complete and accurate description of the offered products and/or services. The description is stated in such detail that the customer can judge the offer in a proper way. If the entrepreneur uses images, these images must be an accurate rendering of the product and/or service. Obvious faults or mistakes do not bind the entrepreneur.
3. Every offer contains such information, that it is clear to the customer what the rights and obligations are that are connected to the acceptance of the offer. Especially:
  - Price including taxes;
  - Delivery cost;
  - The way the contract is closed and which actions are needed for that;
  - The (im) possibility of a right of withdrawal;
  - The way the contract will be payed, and how the products or services will be delivered;
  - The term of accepting the offer and the term of negotiating the price
  - the rate of communication from a distance if they differ from the base rate for the technique of communication from a distance;
  - If the contract after it is closed is archived, the way in which the customer can consult it;
  - the way in which the consumer can consult unwanted actions before the contract is closed and the way in which he can correct them
  - the language in which, besides Dutch, the contract can be closed;
  - the code of conduct the entrepreneur has to undergo and in which way the consumer can consult this electronically
  - the minimum duration of the contract from a distance if the contract contains delivery of products and/or services in time or periodical deliveries.

## **Article 5 – The contract**

1. The contract is closed, without prejudice to what is stated in article 4, when the consumer accepts the offer and the stated conditions.
2. If the consumer has accepted the offer electronically, the entrepreneur will confirm the acceptance electronically immediately. As long as the acceptance is not confirmed, the entrepreneur can dismiss the offer/contract.
3. If the contract is closed electronically, the entrepreneur will provide adequate measures for safe transfer of electronic data and he will take care of a safe web environment. If the consumer can pay electronically, the entrepreneur will take adequate safety measures.
4. The entrepreneur can – within legal boundaries – inform himself about the solvency of the consumer, and about the facts and figures that are important for the responsible closing of a contract from a distance. If the entrepreneur is convinced that this data has given him reasonable doubt to close a purchase, he is legally motivated to refuse an order or offer or he can add special conditions to the closing of this contract.
5. The entrepreneur will enclose with the product/service the following information in writing or in such a way that the information can be stored by the consumer in an accessible way on a sustainable data carrier:
  - a. the visiting address of the establishment of the entrepreneur to which the consumer can form his complaints;
  - b. the conditions under which the consumer can use his right of withdrawal, and a clear note of what is excluded from his right of withdrawal;
  - c. the information about existing services after purchase and warranties;
  - d. the conditions stated in Article 4 Paragraph 3, unless the entrepreneur has already given this information before the closing of the contract;
  - e. the conditions of notice if the contract has a term that is longer than one year or if the term is undisclosed.
6. If the entrepreneur has obligated himself to the delivery of a series of products or services the statement in the last paragraph is only relevant to the first delivery.

## **Article 6a – Right of withdrawal in product delivery**

1. In the purchase of products you have the possibility to end the contract during 14 workdays, without needing to enclose the reason. This term starts the day after receiving the product.
2. During this term the consumer will take good care of the product and its packaging. He will use or unpack the product in a way that is necessary to decide if he will keep the product. If he decides to use his right of withdrawal, he will return the product and delivered accessories in original state and packaging to the entrepreneur, if possible in any way, as stated in the instructions that are delivered by the entrepreneur clearly and reasonably.

## **Article 6b – Right of withdrawal in delivery of services**

1. In the delivery of services the consumer has the right to end the contract during 7 workdays, without needing to enclose the reason. This term starts on the day of closing the contract.

2. To use his right of withdrawal, the consumer will use the instructions delivered by the entrepreneur with the offer or lastly with delivery. These instructions are clear and reasonable.

### **Article 7 – Cost of withdrawal**

1. If the consumer uses his right of withdrawal, at most the cost of shipping are for his expense.
2. If the consumer has paid an amount, the entrepreneur will return the funds as soon as possible, lastly 30 days after withdrawal or reshipping.

### **Article 8 – Excluded from right of withdrawal**

1. If the consumer does not have a right of withdrawal, this can only be excluded if the entrepreneur has stated this clearly before the closing of the contract.
2. Exclusion of right of withdrawal is only possible for products:
  - a) that are produced by the entrepreneur according specifications of the customer;
  - b) that are personalized;
  - c) that can't be reshipped due to their state;
  - d) that can deteriorate or age quickly;
  - e) In which the price is affected by fluctuations on the Financial market in which the entrepreneur has no influence;
  - f) that are loose newspapers or magazines;
  - g) that are audio/video takes or computer software in which the consumer has broken the seal.
3. Exclusion of right of withdrawal in services is only possible:
  - a) concerning stay, transportation, vacation or eating in a restaurant on a specific date or during a specific period;
  - b) if the delivery has started with specific confirmation of the consumer before the time of reflection has passed;
  - c) concerning bets and lotteries.

### **Article 9 – Price**

1. During validity stated in the offer prices of the offered products or services will not be raised, except for price changes caused by the changes in Value Added Tax.
2. In contradiction to last paragraph the entrepreneur can offer products or service in which the price is affected by fluctuations on the Financial market in which the entrepreneur has no influence, at variable prices. The influence of these fluctuations and the fact that prices mentioned are aim prices, will be mentioned in the offer.
3. Price raises within three months after the closing of a contract are only allowed if they are the consequence of legal regulations or changes.
4. Price raises within three months after the closing of a contract are only allowed if the entrepreneur  
Has negotiated this and:
  - a) they are the consequence of legal regulations or changes; or
  - b) the consumer has the possibility to end the contract until the day the price raise starts.
5. Prices of products and/or services mentioned in the offer are VAT included.

## **Article 10- Conformity and Warranty**

1. The entrepreneur can ensure that the products/services in the contract, meet the specifications stated in the offer,

And the reasonable demands of durability and usability and the Legal demands and conditions as they were active on the day the closing of the contract.

2. A regulation offered as a warranty by the entrepreneur, fabricator or importer does not dismiss the rights and claims that the consumer can use against the entrepreneur in case of a failure in the product or service stated by the regulations stated by the law considering the contract from a distance.

## **Article 11 – Delivery and execution**

1. The entrepreneur will use all precautions in acceptance and execution of orders of products and the judgement of orders for delivery of services.

2. The place of delivery is the address that is stated by the consumer to the firm.

3. Considering Article 4 of these general conditions, accepted offers will be executed as soon as possible considering the 30 day term of delivery, unless a longer term of delivery is negotiated. If delivery is undergoing delay, or if a delivery can't be executed or only partly, the consumer will be informed of this lastly one month after placing the order. In this case the consumer can end the contract without any cost, and is entitled to potential compensation.

4. In case of ending of the contract as stated in the last paragraph, the entrepreneur will return the payment to consumer as soon as possible, lastly 30 days after the ending of the contract.

5. If delivery of an ordered product turns out to be impossible, the entrepreneur will try to offer a replacing product. Lastly at delivery there will be stated in a clear and reasonable way that a replacing product will be delivered. Considering replacing products the right of withdrawal can't be excluded. Costs of reshipping are at the expense of the entrepreneur.

6. The risk of damage or loss of products is the responsibility of the entrepreneur until the moment of delivery, unless explicitly agreed otherwise.

## **Article 12 – Contracts in term**

1. The consumer can end an agreement that is made for an undisclosed term considering the negotiated terms of notice and at most a term of notice of one month.

2. A contract that is closed for a defined term has a term of maximum two years. If an agreement is made that contract for a defined term silently will be continued, the contract will be continued for an undisclosed term and the term of notice after continuing the contract will be at most one month.

## **Article 13 – Payment**

1. For as long as another term is not negotiated, the term of payment is maximum 14 days after delivery of the product or in case of contract of delivery of a service, within 14 days after delivery of this service.

2. In case of sale of a product to a consumer, and advance payment of maximum 50 % can be demanded. In case of an advance payment, the consumer has no right to demand the execution of the delivery of the product or service considering, before the negotiated advance payment has taken place.

3. The consumer has the obligation to mention wrong information in the data provided by the entrepreneur for the payment.

4. In case of default of the consumer the entrepreneur has the right, withing Legal boundaries, to take into account reasonable costs, mentioned to the consumer in the offer.

#### **Article 14 – Regulation of complaints**

1. The entrepreneur has a procedure for complaints and has made this adequately public. He handles the complaint according to the procedure for complaints.
2. Complaints about the execution of contracts must be stated to the entrepreneur within reasonable time, complete and clearly, after the consumer has noticed the failures in the product or service.
3. Complaints stated to the entrepreneur will be handled within 14 days after the statement of the complaint. When a complaint demands a foreseeable longer term of handling, the entrepreneur will provide the consumer within 14 days of reception of the complaint a note of reception and an indication of when the consumer can expect the handling of the complaint.

#### **Article 15 – Additional or divergent statements**

Additional and divergent statements of these general conditions can't be harmful for the consumer and need to be stated in writing in such a way that it can be saved in an accessible way on a sustainable data carrier by the consumer.