

Vinjat Video Games webshop

Terms and Conditions

#### Article 1 - Definitions

In these conditions apply:

Entrepreneur: the natural or legal products and / or services to consumers;

Consumer: the natural person not acting in the exercise of profession or business and a distance contract with the entrepreneur;

Distance contract means an agreement in the context of a distance selling organized by the entrepreneur system of products and / or services until the conclusion of the agreement exclusive use of one or more means of distance communication;

Technology for distance communication: means that can be used to conclude a contract, without the consumer and trader being in the same room;

Grace period: The period within which the consumer can exercise his right of withdrawal;

Right of withdrawal: the ability for consumers to see within the waiting period of the contract;

Day: calendar;

Transaction Duration: a distance contract relating to a range of products and / or services, the supply and / or purchase is spread over time;

Durable medium: any means that the consumer or business that enables information to him personally is directed to store in a way that future consultation and unaltered reproduction of the stored information.

#### Article 2 - The Entrepreneur's identity

Vinjat Video Games

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#### Article 3 - Applicability

These general conditions apply to every offer of the entrepreneur and any agreement reached at a distance between businesses and consumers.

#### Article 4 - The offer

If an offer has a limited duration or subject to conditions, this will be explicitly stated in the offer.

The offer includes a complete and accurate description of the offered products and / or services. The description is sufficiently detailed to allow a proper assessment of the offer by the consumer. If the contractor uses these images are a true reflection of the products and / or services. Obvious mistakes or errors in the offer binding on the entrepreneur.

#### Article 5 - The contract

The agreement is subject to the provisions of paragraph 4, concluded at the time of the consumer accepts the offer and meet the corresponding conditions.

If the consumer has accepted the offer electronically, the trader will immediately acknowledge electronic receipt of acceptance of the offer. Until receipt of this acceptance has not been confirmed, the consumer may rescind the contract.

If the agreement is created electronically, the trader will take appropriate technical and organizational

measures to protect the electronic transfer of data and he will ensure a secure web environment. If the consumer can pay electronically, the trader will take appropriate safety precautions.

The entrepreneur can - within the law - inform or the consumer can meet its payment obligations, and of all those facts and factors that are important to a sound conclusion of the distance contract. If the operator under this investigation was justified in order not to enter into the agreement, he is entitled to refuse or to bind its implementation to special conditions an order or request.

#### Article 6a - Right of withdrawal upon delivery of products

1. When purchasing products, the consumer can terminate the contract without giving any reason within seven working days. This period commences on the day following receipt of the product by or on behalf of the consumer.

2. During this period the consumer will treat the product and packaging with care. Sealed objects can be returned only if the seal is still fully intact. If the consumer exercises his right of withdrawal, he will return the product with all accessories and in original condition and packaging to the entrepreneur, according to the reasonable and clear instructions provided by the entrepreneur.

#### Article 6b - Right of withdrawal in service delivery

Upon delivery of services the consumer can terminate the contract without giving any reason within seven working days, commencing on the date of entering into the agreement.

To exercise his right of withdrawal, the consumer focus to the trader to supply and / or appearance on delivery to area provided reasonable and clear instructions.

#### Article 7 - Costs in case of withdrawal

If the consumer exercises his right of withdrawal shall be reimbursed no more than the cost of the purchased goods. Shipping and Paypal fees are not reimbursed.

If the condition of the returned goods turn out to be less than as originally sent, the loss in value will be deducted from the refund amount.

If the consumer has paid an amount, the entrepreneur this amount as soon as possible but no later than 30 days after the return or cancellation, refund.

#### Article 8 - Exclusion of right of withdrawal

If the consumer does not have a right of withdrawal, this can only be excluded by the entrepreneur entrepreneur submitted clearly in the offer, at least in time for the conclusion of the agreement stated.

Exclusion of the right of withdrawal is only possible for products:

that have been created by the trader in accordance with specifications of the consumer;

that are clearly personal in nature;

that can not be returned due to their nature;

that spoil or become obsolete;

that have been resold or have been used bij other person than the consumer;

whose price depends on fluctuations in the financial market over which the trader has no influence;

for individual newspapers and magazines;

for audio and video recordings and computer software that the consumer has broken the seal.

#### Article 9 - The price

All offered objects are being sold as secondhand, thus are free of VAT. Therefore buyer cannot require an invoice with VAT included.

#### Article 10 - Compliance and Warranty

The operator guarantees that the products and / or services meet the contract specifications stated in the offer, the reasonable requirements of reliability and / or usability and on the date of the conclusion of the agreement existing legal provisions and / or government regulations.

By the trader, manufacturer or importer as a guarantee scheme does not affect the rights and claims that consumers in respect of a failure to fulfill the obligations of the employer against the employer to claim under the law and / or the distance contract.

Warranty voids if the product has been resold or has been used by any person other than the consumer during the warranty period.

#### Article 11 - Delivery and implementation

The trader will take the greatest possible care when receiving and implementing orders for products and when assessing applications for the provision of services.

The place of delivery is the address that the consumer makes known to the company.

Subject to what is stated in article 4 of these terms and conditions, the Company accepted orders expeditiously within 30 days unless a longer delivery has been agreed. If delivery is delayed or if an order is not or only partially executed, the consumer receives them no later than one month after he has placed the order. The consumer in this case the right to terminate the contract without penalty and be entitled to any compensation.

In case of dissolution in accordance with the preceding paragraph, the operator the amount that consumers paid as soon as possible but no later than 30 days after repudiation.

If delivery of an ordered product proves impossible, the trader will endeavor to provide a replacement item available. By the delivery will be reported that a replacement item is delivered in a clear and comprehensible manner. For replacement items right of withdrawal can not be excluded. The cost of return shipment are borne by the entrepreneur.

The risk of damage and / or loss of products until the time of delivery to the consumers in the business, unless otherwise expressly agreed.

#### Article 12 - Duration Transactions

The consumer may contract for indefinite always denounce the applicable termination rules and a notice of up to one month.

An agreement is entered into for a definite period has a maximum duration of two years. If it is agreed that the silence of the consumer distance contract will be extended on the agreement will be continued as a contract of indefinite duration and will continue after the notice of the agreement up to a month.

#### Article 13 - Payment

Unless otherwise agreed, the amounts owed by the consumer to be received by the entrepreneur within 5 working days after ordering the goods or in case of an agreement to provide a service, within 14 days after issuance of the relating to this agreement.

The consumer has the duty to inaccuracies in data supplied or specified payment immediately to the operator.

In the event of default by the consumer, the operator subject to statutory limitations, the right to advance to the consumer made known to charge reasonable costs.

#### Article 14 - Complaints

The entrepreneur has a well-publicized complaints and deals with complaints under this procedure. Complaints about the execution of the contract must promptly, fully and clearly described and submitted to the entrepreneur, after the consumer has discovered the defects.

When the trader complaints within a period of 14 days from the date of receipt. If a complaint is a foreseeable longer processing time, then answered by the operator within the period of 14 days with a notice of receipt and an indication if the consumer can expect a more detailed answer.

Article 15 - Additional or different terms

Additional or different provisions of these terms may not be to the detriment of consumers and should be recorded in writing or may be in such a way that the consumer in an accessible manner stored on a durable medium.

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April 14, 2020