

General terms and conditions 2019

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1. **Cooling-off** period: the period within which the consumer can make use of his right of withdrawal;
2. **Consumer**: the natural person who is not acting for purposes related to his trade, business, craft or profession;
3. **Day**: calendar day;
4. **Digital** content: data produced and supplied in digital form;
5. **Durable data** carrier: any tool – including e-mail – that enables the consumer or webshop to store information that is addressed to him personally in a way that allows future consultation or use for a period that is tailored to the purpose for which the information is intended, and that allows unaltered reproduction of the stored information;
6. **Right of withdrawal**: the possibility of the consumer to renounce the distance contract within the cooling-off period;
7. **Webshop**: the natural or legal person who offers products, (access to) digital content and/or services to consumers at a distance;
8. **Distance** contract: an agreement that is concluded between the webshop and the consumer in the context of an organized system for distance selling of products, digital content and / or services, whereby up to and including the conclusion of the agreement exclusive or co-use is made of one or more techniques for distance communication;
9. **Model withdrawal form: the European model** withdrawal form set out in Annex I to these terms and conditions;
10. **Technique for distance** communication: means that can be used to conclude an agreement, without the consumer and webshop having to be together in the same room at the same time;

Article 2 – Webshop & applicability

1. **Petite Muslima** is a **webshop** and is registered as a sole proprietorship in the Chamber of Commerce under Chamber of Commerce number: 68533934 with VAT number NL002259507B75. The webshop is located in (2624 EE) Delft at Papsouwselaan 162. The contact details can be found on the contact [page](#) of the website.
2. The webshop is provided with an SLL certificate. This means that the website is protected against unlawful intruders. We inform you about our privacy in our Privacy Statement.
3. These general terms and conditions apply to every offer of the webshop and to every distance agreement concluded between the webshop and the consumer.

4. 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, the webshop will indicate before the distance contract is concluded how the general terms and conditions can be viewed at the webshop and that they will be sent free of charge at the request of the consumer as soon as possible.
5. If the distance contract is concluded electronically, contrary to 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 it can be stored by the consumer in a simple way 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 read electronically.

Article 3 – Cooling-off period

1. The consumer has 14 days to change his mind after purchasing a certain product via the webshop. Within this period, the consumer can dissolve the agreement without giving reasons. The webshop may ask for the reason for withdrawal, without the consumer being obliged to deliver it.
2. The cooling-off period referred to in paragraph 1 shall start on the day after the consumer, or a third party designated in advance by the consumer, who is not the carrier, has received the product, or:
3. if the consumer has ordered several products in the same order: the day on which the consumer, or a third party designated by him, has received the last product. The webshop may, provided that it has clearly informed the consumer about this prior to the ordering process, refuse an order for several products with a different delivery time.
4. if the delivery of a product consists of several shipments or parts: the day on which the consumer, or a third party designated by him, received the last shipment or the last part;
5. in the case of agreements for regular delivery of products during a certain period: the day on which the consumer, or a third party designated by him, has received the first product.
6. During the cooling-off period, the consumer will handle the product and the packaging with care. He will only unpack or use the product to the extent necessary to determine the nature, characteristics and functioning of the product. The starting point here is that the consumer may only handle and inspect the product as he would be allowed to do in a store.
7. The consumer is only liable for depreciation of the product that is the result of a way of handling the product that goes beyond what is permitted in paragraph 3.
8. The cooling-off period for audio and video recordings and computer software of which the seal has been broken after delivery is legally excluded. These products cannot be returned. In the event that the webshop sells other products that are legally excluded from the cooling-off period, then that exclusion applies accordingly to the agreement concluded between the webshop and the consumer.

Article 4 - Exercise of the right of withdrawal

1. If the consumer exercises his right of withdrawal, he reports this within the cooling-off period by means of the model form for withdrawal or in another unambiguous manner to the webshop.
2. As soon as possible, but within 14 days from the day following the notification referred to in paragraph 1, the consumer will return the product, or hand it over to (an authorized representative of) the webshop. This is not necessary if the webshop has offered to pick up the product itself. The consumer has in any case observed the return period if he returns the product before the cooling-off period has expired.
3. The consumer returns the product with all accessories supplied, if reasonably possible in original condition and packaging, and in accordance with the reasonable and clear instructions provided by the webshop. See also article 3 paragraph 3 and 4 of these general terms and conditions.
4. The risk and the burden of proof for the correct and timely exercise of the right of withdrawal lies with the consumer.
5. The consumer bears the direct costs of returning the product.
6. If the consumer has paid an amount, the webshop will refund this amount as soon as possible, but no later than 14 days after withdrawal. The condition is that the product has already been received back by the webshop or conclusive proof of complete return can be submitted.
7. The webshop uses the same means of payment that the consumer has used for reimbursement, unless the consumer agrees to another method. The refund is free of charge for the consumer.
8. If the consumer has opted for a more expensive method of delivery than the cheapest standard delivery, the webshop does not have to refund the additional costs for the more expensive method.

Article 5 – The agreement

1. The agreement is, subject to the provisions of this article and article 6, concluded at the moment of acceptance by the consumer of the offer and the fulfilment of the conditions set therein.
2. If the consumer has accepted the offer electronically, the webshop will immediately confirm receipt of the acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed by the webshop, the consumer can dissolve the agreement.
3. The webshop can inform itself within legal frameworks whether the consumer can meet his payment obligations, as well as of all those facts and factors that are important for a responsible conclusion of the distance contract. If, on the basis of this investigation, the webshop has good reasons not to enter into the agreement, it is entitled to refuse an order or request motivated or to attach special conditions to the execution.
4. At the latest upon delivery of the product, the webshop ensures that the consumer receives the following information, in writing or digitally:
5. the visiting address of the establishment of the webshop where the consumer can go with written complaints;

6. the conditions under which and the way in which the consumer can make use of the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
7. the information about guarantees and existing after-sales service;
8. the price including any taxes of the product, service or digital content; where applicable, the costs of delivery; and the method of payment, delivery or execution of the distance contract;
9. if the consumer has a right of withdrawal, the model withdrawal form.

Article 6 – The offer

1. If an offer has a limited period of validity or is subject to conditions, this will be explicitly stated in the offer.
2. The offer contains a complete and accurate description of the products, digital content and/or services offered. The description shall be sufficiently detailed to allow a proper assessment of the offer by the consumer. Obvious mistakes or obvious errors in the offer do not bind the webshop.
3. Each offer contains such information that it is clear to the consumer what the rights and obligations are that are attached to the acceptance of the offer.

Article 7 – The price & payment

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. The prices stated in the offer of products or services include VAT.
3. Unless otherwise stipulated in the agreement or additional conditions, the amounts owed by the consumer must be paid within 14 days after the conclusion of the agreement.
4. A prepayment of up to 50% can be requested from the consumer.
5. The consumer has the duty to report inaccuracies in provided or stated payment details to the webshop as soon as possible.
6. If the consumer does not meet his payment obligation(s) in time, after he has been informed by the webshop of the late payment and the webshop has granted the consumer a period of 14 days to still meet his payment obligations, after the failure to pay within this 14-day period, he owes the statutory interest on the amount still due and the webshop is entitled to charge the extrajudicial collection costs incurred by him. These collection costs amount to a maximum of: 15% on outstanding amounts up to € 2,500; 10% on the following € 2.500,= and 5% on the next € 5.000,= with a minimum of € 40,=.

Article 8 – Complaints & warranty

1. Complaints about the delivery must first be reported to us by telephone. We will contact the relevant delivery person.
2. Complaints about the product itself must be reported to us in writing. The consumer must describe the complaint in as much detail as possible. This complaint can also be

emailed to info@petitemuslima.com. After receiving the complaint, the webshop ensures that the complaint is processed and, where possible, resolved.

3. The webshop 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 existing on the date of the conclusion of the agreement. If agreed, the webshop also guarantees that the product is suitable for other than normal use.
4. The webshop will take the greatest possible care when receiving and executing orders for products and when assessing requests for the provision of services.
5. With due observance of what is stated in article 4 of these general terms and conditions, the webshop will execute accepted orders expeditiously but no later than within 30 days, unless another delivery period has been agreed. If the delivery is delayed, or if an order cannot be executed or can only be partially executed, the consumer will receive notice of this no later than 30 days after he has placed the order. In that case, the consumer has the right to dissolve the agreement without costs and is entitled to any compensation.

Article 9 – Disputes

1. If the parties do not reach a mutual agreement, the parties are free to apply to the Dutch court.
2. Agreements between the webshop and the consumer to which these general terms and conditions relate, are exclusively governed by Dutch law. Even if the consumer lives abroad.

Model withdrawal form (only fill in and return this form if you wish to withdraw from the agreement) To: Petite Muslima (2624 EE) Delft at Papsouwselaan 162

info@petitemuslima.com

I/We* hereby share/share* with you that I/we* have concluded our agreement regarding the sale of the following products: [product designation]*

the supply of the following digital content: [digital content designation]*

the provision of the following service: [service designation]*,

revoked/revoked* Ordered on*/received on* [__-__-____]

[Name of consumer(s)] [_____]

[Address of consumer(s)] [_____]

[Signature consumer(s)]

(only when this form is submitted on paper)

* Delete what does not apply or fill in what applies.