



General Terms And Conditions webshop

The Original Fat Cap Chair

Capchaired
P.O. Box 64807
2506 CE 'S GRAVENHAGE (NL)

Email address: info@fatcapchair.com
KvK number: 27377210
VAT identification number: 822273688

1 – Applicability

These general terms and conditions apply to every offer of the entrepreneur and to each agreement negotiated from a distance between entrepreneur and consumer.

2 – The offer

1. Characteristics of the product The Original Fat Cap Chair: diameter: 75 cm (29.5 "), height: 60 cm (23.6"). The Original Fat Cap Chair weighs about 7 kilograms. All Original Fat Cap Chairs are handmade – the consumer has knowledge of and accepts any imperfections within fairness and reason. The entrepreneur pledges to deliver as perfect as possible handmade products. The Original Fat Cap Chair comes in a carrying case, packaged in a cardboard box.
2. The delivered product is one or more Original Fat Cap Chair(s) for the price of 400 (four hundred) euros including 19% VAT per piece. Delivery to addresses in Netherlands, Austria, Belgium, Denmark, England, France, Germany, and Switzerland. For the Netherlands, the delivery costs are included in the price. For deliveries to the other countries the following delivery costs apply per piece including VAT: Belgium 40 (fourty) euros, Germany 50 (fifty) euros, and Austria, Denmark, England, France and Switzerland 70 (seventy) euros.
3. The consumer provides name, full address and contact information (including the telephone number through which the consumer is reachable) so that delivery of the product can take place. The entrepreneur is not responsible for the receipt of false contact information.
4. Payment is done via iDEAL or via an invoice – money transfers to the Dutch bank account of the entrepreneur. After the entrepreneur has received payment, the orders are sent to the consumer. Delivery time: If in stock within fourteen days after payment.
5. The data provided by the consumer will not be used for non-commercial purposes, except with express authorization from the consumer.

3 – The agreement

1. The agreement is reached at the moment the consumer accepts the provisions and the applicable conditions are met.
2. If the consumer accepts the offer electronically, the economic operator will confirm without delay by electronic means receipt of acceptance of the offer. As long as the receipt of such acceptance is not confirmed by the entrepreneur, the consumer may rescind the contract.
3. If the agreement is made electronically, the entrepreneur shall take appropriate technical and organizational measures to secure the electronic transfer of data and he shall provide a safe Web environment. If the consumer can pay electronically, the entrepreneur will take appropriate safety measures to ensure a secure transfer.

4 – Right of withdrawal upon delivery of products

1. Upon purchase of products, the consumer has the possibility to dissolve the agreement without giving any reason within a period of seven days. This period shall begin from the day after receipt of the product by or on behalf of the consumer.
2. During this period, the consumer will carefully handle the product and the packaging. He shall unpack or use the product only to the extent that is necessary in order to assess whether he wishes to keep the product. If he uses his right of withdrawal, he will return the product with all included accessories and in the original condition and packaging to the entrepreneur, in accordance with the reasonable and clear instructions provided by the entrepreneur.

5 – Costs in case of withdrawal

1. If the consumer exercises his right of withdrawal, the cost of returning the product will be charged to his account, not exceeding this cost.
2. If the consumer has paid an amount, the entrepreneur will pay back this amount as soon as possible but no later than within 30 days after the return or cancellation to the consumer.

6 – The price

1. During the validity period mentioned in the offer, the prices of the offered products and/or services are not to be increased, except for price changes due to changes in VAT tariffs.
2. The prices listed in the offer of products and/or services include VAT.

7 – Conformity and guarantee

The operator guarantees that the products and/or services comply with the agreement, the specifications listed in the offer, conform to the reasonable requirements of reliability and/or usability and existing legal provisions and/or Government regulations valid on the date of the conclusion of the agreement.

8 – Delivery and implementation

1. The entrepreneur will take the greatest possible care in the receipt and in the execution of orders of products and in the assessment of requests for provision of services.
2. The place of delivery is the address that the consumer has provided the company.
3. In compliance with article 2 indicated in these general terms and conditions, the company will execute accepted orders promptly but not later than within 30 days unless a longer delivery period is agreed upon. If the delivery is delayed, or if an order can only be partly or not at all carried out, the consumer will receive notice not later than one month after he has placed the order. The consumer has, in that case, the right to dissolve the agreement without cost.
4. In case of dissolution in accordance with the previous paragraph, the entrepreneur will repay the amount which the consumer has paid as soon as possible but no later than within 30 days after the dissolution.

9 – Payment

1. According to agreement reached between the entrepreneur and consumer, the amount owed by the consumer is to be paid when the order is made.
2. The consumer has the duty to immediately report inaccuracies in payment data provided to the entrepreneur.
3. In case of failure to pay by the consumer, the entrepreneur has, subject to legal restrictions, the right to charge in advance announced reasonable costs to the consumer.

10 – Complaints

1. Complaints about the implementation of the agreement, fully and clearly defined, must be submitted to the entrepreneur by email within a reasonable time, after the consumer has found the defects.
2. Complaints submitted to the entrepreneur shall be answered within a period of 14 days from the date of receipt of the complaint. If a complaint requires a predictable longer processing time, the entrepreneur must reply within the period of 14 days with a confirmation of receipt of the complaint and an indication of when the consumer can expect a more detailed response.

11 – Additional or different terms

1. These general conditions can be changed by the entrepreneur at any time.
2. The law of the Netherlands is applicable to this contract.
3. Disputes between the entrepreneur and the consumer which result from the contract shall be submitted exclusively to the court in The Hague.