

General Terms and Conditions of Sales, Deliveries and Payments for Consumers
Gispen Webshop Home Workstations.

1. Definitions

Consumer: a private individual who is not acting for purposes relating to their trade, business, craft or profession.

2. Who we are, where to find us and how to reach us

Name:	Webshop Gispen Home Workstations, part of Gispen International B.V.
E-mail:	thuiswerkplek@gispen.nl
Phone:	0345-474450
Chamber of Commerce (KvK):	11009009
VAT number :	NL001483316B01

3. Applicability

1. These General Terms and Conditions are applicable to each offer made by Gispen and to each agreement concluded remotely between Gispen and the Consumer.
2. It may occur that specific product conditions apply to a certain product. These product conditions will then co-exist alongside the general conditions. In the event of an inconsistency, you retain the right to invoke the provision which is most favourable to you.

4. The offer

1. Our special offers include a complete and accurate description of the products offered. The images used are true representations of the offered products, allowing you to properly assess the offer. We believe in providing our customers with proper advice and we would like to invite you for a visit to our showroom or give personal advice via telephone or email.
2. If there is an error in the offer and/or the product page which is clearly recognisable as an error, we are not bound by it.

5. The agreement

1. After you have placed an order with us for one of our products, you will receive a confirmation message via email. Gispen, or its carrier, will then contact you via telephone or email to schedule an appointment for delivery.
2. If you are not present at the time of delivery at the agreed upon delivery address, we will be forced to reschedule the delivery, inform you and charge you for the additional costs resulting from having to reschedule.
3. We can inform ourselves - within legal boundaries - of whether you as a consumer can fulfil your payment obligations. If on the basis of this enquiry we have legitimate grounds not to enter into the agreement, we are entitled to reject the order or impose special conditions.
4. All necessary information concerning your order can be found in the order confirmation you have received via email.

6. Right of revocation

If the delivered product does not meet your expectations, you may:

- return the product within 14 days after receiving it (see article 8), after which we will refund your payment within 14 days after reception of the product.
- exchange the product for another product within 30 days of receipt. We would be happy to provide you with extra free advice to help you select another product should you wish to exchange your product. Please visit our showroom, give us a call or send us an email.

7. Consumer's obligations during the period of consideration

1. During the period of consideration, you must handle the product with care. Consider the product and try it out to the extent necessary to determine the nature, characteristics and function of the product, just as you would in a shop. .

2. A reduction in value as a result of handling the product in a way other than described in paragraph 1 will be charged to the Consumer and deducted from the refunded amount.

8. Conditions for exercising the right of revocation and the associated costs

1. When returning a product, please send us your return notification and accompanying invoice as soon as possible; in any case within 14 days after receipt of the product. You can send the documents to thuiswerkplek@gispen.nl, after which we will confirm your request and process it as soon as possible. As soon as your request is accepted, Gispen or its carrier will contact you for collection of the product. The collection fee in case of a return is at your expense.
2. You will receive your refund (excluding transportation costs for collection) within 14 days after the product is returned and received by Gispen.
3. If you want to exchange a product, please send us the exchange notification and accompanying invoice via email to thuiswerkplek@gispen.nl within 30 days after receiving the product. Please indicate clearly which product you would like to receive in return. If you need help choosing a replacement product, we will be happy to advise you about the possibilities. Please visit our showroom, give us a call or send us an email. Once a replacement product is selected, either Gispen or its carrier will contact you to exchange the products at the delivery location. The transportation fee for the exchange is at our expense. The possible surcharge or reduced price of the replacement product will be charged or refunded to you respectively. Surcharges must be paid within 30 days after the invoice date. Refunds are processed within 14 days after the exchange.

9. Items excluded from the return policy

Some products cannot be returned:

- a. Products manufactured according to your custom specifications, which are not prefabricated and which are manufactured on the basis of an individual choice or decision of the consumer, e.g. a product with custom-ordered upholstery and/or paint colour, deviating dimensions, adjustments et cetera;
- b. Complete and successfully implemented services, such as installation, repair and assembly costs.

10. Price

1. During the period of validity stated in the offer, the prices of the products on offer will not be increased, except for price changes as a result of changing VAT rates.
2. Prices are shown including and excluding VAT.
3. Shipping fees are listed separately on the order form.

11. Adhering to contract and warranty

1. All our products are designed and manufactured according to the highest standards and quality requirements. The products meet and, in most cases, exceed the relevant test criteria for sturdiness, stability and ergonomics.
2. If there is a complaint about the quality despite all this, we offer the following product warranties:
 - a. 5-year warranty on all our office chairs, starting from the date of delivery;
 - b. 2-year warranty on all our other products;The abovementioned warranty covers all production defects and faulty components;
3. Damages or broken components caused by carelessness or improper use are not covered by the warranty;
4. In case of a valid warranty claim, we will repair or replace the product in question free of charge;
5. If you have a warranty request, please send an e-mail to thuiswerkplek@gispen.nl with the subject 'warranty request'. Please describe the defect as detailed as possible and send photos, if possible. We strive to contact you within 3 business days.

12. Shipping and delivery en levering

1. After we have received your order with the greatest possible care, we will do everything we can to deliver the product in the best possible way. The product(s) will be delivered to

the address which is specified on the order or which has been agreed with us or our carrier as a result of the order.

2. The lead time can be found on the product webpage of each product. In case the delivery is about to take longer than is specified on the webpage, we will contact you as soon as possible. In this case you reserve the right to cancel the order after which we will refund your payment within 14 days.
3. The risk of damage or loss of products shall remain with us up until the point of delivery.

13. Payment

1. The quickest payment method is payment in advance, after which we will immediately start processing your order.
2. Should you opt for paying afterwards, the amount will be reserved on your credit card until delivery has taken place. The amount will be debited at the actual time of delivery.
3. Any errors in the payment details must be reported to us immediately..
4. If we do not receive your payment in time, we will inform you and grant you a reasonable period of time to fulfil your payment obligation. If payment is still not made by the end of this period, we will charge the statutory interest as well as extrajudicial collection fees on top of the outstanding amount.

14. Complaints handling procedure

1. We take all complaints seriously. We strive to ensure that every customer is satisfied. Service request can be submitted via the contact form on our [website](#). Complaints can be sent directly to thuiswerkplek@gispen.nl Please describe your problem as clearly as possible.
2. We strive to reply to your message within 3 workdays. We will assist you right away, or you will be informed on how long it will take to rectify the situation. We will keep you informed during the process of handling your complaint and will solve any problems as quickly and effectively as possible.

15. Disputes

1. All matters to which these general terms and conditions apply shall be governed exclusively by Dutch law.
2. In the event of nullity of one or more provisions of these terms and conditions, the involved parties will be bound by regulations which are of as similar scope as possible and which are not subject to nullity.

16. Supplementary or deviating provisions

Any changes made to these terms and conditions will be posted on our website. We will ensure that any changes or additions are not detrimental to you as a consumer.