

GENERAL TERMS AND CONDITIONS Tzatchickie

E-mail: info@tzatchickie.nl

Website: <http://tzatchickie.nl>

Definitions

1. Tzatchickie: Tzatchickie, established in Amsterdam, Chamber of Commerce no. 87081768.
2. Customer: the party which Tzatchickie has entered into an agreement with.
3. Parties: Tzatchickie and customer together.
4. Consumer: a customer who is an individual acting for private purposes.

Applicability

1. These terms and conditions will apply to all quotations, offers, activities, orders, agreements and deliveries of services or products by or on behalf of Tzatchickie.
2. Parties can only deviate from these conditions if they have explicitly agreed upon in writing.
3. The parties expressly exclude the applicability of supplementary and/or deviating general terms and conditions of the customer or of third parties.

Prices

1. All prices used by Tzatchickie are in euros, are inclusive of VAT and exclusive of any other costs such as administration costs, levies and travel-, shipping- or transport expenses, unless expressly stated otherwise or agreed otherwise.
2. Tzatchickie is entitled to adjust all prices for its products or services, shown in its shop, on its website or otherwise, at any time.
3. The parties agree on a total price for a service provided by Tzatchickie. This is always a target price, unless the parties have explicitly agreed upon in writing on a fixed price, which cannot be deviated from.
4. Tzatchickie has the right to adjust prices.
5. Tzatchickie will communicate price adjustments to the customer prior to the moment the price increase becomes effective.
6. The consumer has the right to terminate the contract with Tzatchickie if he does not agree with the price increase.

Payments and payment term

1. Tzatchickie may, at the conclusion of the agreement, require a down payment of up to 50% of the agreed amount.

Payments and payment term

1. Products are immediately paid for through one of the available payment methods in the online shop.
2. For services, Tzatchickie may, at the conclusion of the agreement, require a down payment of up to 50% of the agreed amount.
3. For services, the customer must pay invoices of Tzatchickie within 7 days, unless parties have made other agreements about this or if the invoice has a different payment term.
4. Payment terms are considered as fatal payment terms. This means that if the customer has not paid the agreed amount at the latest on the last day of the payment term, he is legally in default, without Tzatchickie having to send the customer a reminder or to put him in default.
5. Tzatchickie reserves the right to make a delivery conditional upon immediate payment or to require adequate security for the total amount of the services or products.

Consequences of late payment

1. If the customer does not pay within the agreed term, Tzatchickie is entitled to charge an interest of 2% per month for non-commercial transactions from the day the customer is in default, whereby a part of a month is counted for a whole month.

2. When the customer is in default, he is also due to extrajudicial collection costs and may be obliged to pay any compensation to Tzatchickie.
3. The collection costs are calculated on the basis of the Reimbursement for extrajudicial collection costs.
4. If the customer does not pay on time, Tzatchickie may suspend its obligations until the customer has met his payment obligation.
5. In the event of liquidation, bankruptcy, attachment or suspension of payment on behalf of the customer, the claims of Tzatchickie on the customer are immediately due and payable.
6. If the customer refuses to cooperate with the performance of the agreement by Tzatchickie, he is still obliged to pay the agreed price to Tzatchickie.

Right of withdrawal

A purchased product in the online shop (Tzatchickie Travel Guide) can not be refunded since the download link to the product will have already be provided.

After payment of the order, you can immediately read an ebook (digital book) on a computer or suitable eReader. By clicking "Checkout" you waive your right of withdrawal and you agree to immediate delivery. You can therefore NOT exchange or cancel an ebook (digital book).

Suspension of obligations by the customer

The customer waives the right to suspend the fulfillment of any obligation arising from this agreement.

Right of retention

1. Tzatchickie can appeal to his right of retention of title and in that case retain the services and products sold by Tzatchickie to the customer until the customer has paid all outstanding invoices with regard to Tzatchickie, unless the customer has provided sufficient security for these payments.
2. The right of retention of title also applies on the basis of previous agreements from which the customer still owes payments to Tzatchickie.
3. Tzatchickie is never liable for any damage that the customer may suffer as a result of using his right of retention of title.

Settlement

The customer waives his right to settle any debt to Tzatchickie with any claim on Tzatchickie.

Retention of title

1. Tzatchickie remains the owner of all delivered products until the customer has fully complied with all its payment obligations with regard to Tzatchickie under whatever agreement with Tzatchickie including of claims regarding the shortcomings in the performance.
2. Until then, Tzatchickie can invoke its retention of title and take back the goods.
3. Before the property is transferred to the customer, the customer may not pledge, sell, dispose of or otherwise encumber the products.
4. If Tzatchickie invokes its retention of title, the agreement will be dissolved and Tzatchickie has the right to claim compensation, lost profits and interest.

Delivery

1. Delivery of products ordered online takes place at the e-mail address indicated by the customer, immediately after the purchase is completed.
2. If the agreed price is not paid on time, Tzatchickie has the right to suspend its obligations until the agreed price is fully paid.
3. In the event of late payment, the customer is automatically in default, and hereby he cannot object to late delivery by Tzatchickie.

Delivery period

1. Any delivery period specified by Tzatchickie is indicative and does not give the customer the right to dissolution or compensation if this period is not met with, unless the parties have expressly agreed otherwise in writing.
2. The delivery starts once the customer has fully completed the (electronic) ordering process and received an (electronic) confirmation of his order from Tzatchickie.
3. Exceeding the specified delivery period does not entitle the customer to compensation or the right to terminate the contract, unless Tzatchickie cannot deliver within 14 days after the customer has urged him to do so in writing or if the parties have agreed upon otherwise.

Performance of the agreement

1. Tzatchickie executes the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
2. Tzatchickie has the right to have the agreed services (partially) performed by third parties.
3. The execution of the agreement takes place in mutual consultation and after written agreement and payment of the possibly agreed advance by the customer.
4. It is the responsibility of the customer that Tzatchickie can start the implementation of the agreement on time.
5. If the customer has not ensured that Tzatchickie can start the implementation of the agreement in time, the resulting additional costs and/or extra hours will be charged to the customer.

Duty to inform by the customer

1. The customer shall make available to Tzatchickie all information, data and documents relevant to the correct execution of the agreement to in time and in the desired format and manner.
2. The customer guarantees the correctness, completeness and reliability of the information, data and documents made available, even if they originate from third parties, unless otherwise ensuing from the nature of the agreement.
3. If and insofar as the customer requests this, Tzatchickie will return the relevant documents.
4. If the customer does not timely and properly provides the information, data or documents reasonably required by Tzatchickie and the execution of the agreement is delayed because of this, the resulting additional costs and extra hours will be charged to the customer.

Intellectual property

1. Tzatchickie retains all intellectual property rights (including copyright, patent rights, trademark rights, design and design rights, etc.) on all designs, drawings, writings, data carriers or other information, quotations, images, sketches, models, scale models, etc., unless parties have agreed otherwise in writing.
2. The customer may not copy or have copied the intellectual property rights without prior written permission from Tzatchickie, nor show them to third parties and / or make them available or use them in any other way.

Penalties

1. If the customer violates the articles of these general terms and conditions about secrecy or intellectual property, then he forfeits on behalf of Tzatchickie an immediately due and payable fine of € 1.000 if the customer is a consumer and € 5.000 if the customer is a company, for each violation and in addition an amount of 5% of the aforementioned amount for each day that this violation continues.
2. No actual damage, prior notice of default or legal proceedings are required in forfeiting the fine referred to in the first paragraph of this article.
3. The forfeiture of the fine referred to in the first paragraph of this article shall not affect the other rights of Tzatchickie including its right to claim compensation in addition to the fine.

Indemnity

The customer indemnifies Tzatchickie against all third-party claims that are related to the products and/or services supplied by Tzatchickie.

Complaints

1. The customer must examine a product or service provided by Tzatchickie as soon as possible for possible shortcomings.
2. If a delivered product or service does not comply with what the customer could reasonably expect from the agreement, the customer must inform Tzatchickie of this as soon as possible, but in any case within 7 days after the discovery of the shortcomings.
3. Consumers must inform Tzatchickie of this within 7 days after detection of the shortcomings.
4. The customer gives a detailed description as possible of the shortcomings, so that Tzatchickie is able to respond adequately.
5. The customer must demonstrate that the complaint relates to an agreement between the parties.
6. If a complaint relates to ongoing work, this can in any case not lead to Tzatchickie being forced to perform other work than has been agreed.

Giving notice

1. The customer must provide any notice of default to Tzatchickie in writing.
2. It is the responsibility of the customer that a notice of default actually reaches Tzatchickie (in time).

Joint and several Client liabilities

If Tzatchickie enters into an agreement with several customers, each of them shall be jointly and severally liable for the full amounts due to Tzatchickie under that agreement.

Liability of Tzatchickie

1. Tzatchickie is only liable for any damage the customer suffers if and insofar as this damage is caused by intent or gross negligence.
2. If Tzatchickie is liable for any damage, it is only liable for direct damages that results from or is related to the execution of an agreement.
3. Tzatchickie is never liable for indirect damages, such as consequential loss, lost profit, lost savings or damage to third parties.
4. If Tzatchickie is liable, its liability is limited to the amount paid by a closed (professional) liability insurance and in the absence of (full) payment by an insurance company of the damages the amount of the liability is limited to the (part of the) invoice to which the liability relates.
5. All images, photos, colors, drawings, descriptions on the website or in a catalog are only indicative and are only approximate and cannot lead to any compensation and/or (partial) dissolution of the agreement and/or suspension of any obligation.

Expiry period

Every right of the customer to compensation from Tzatchickie shall, in any case, expire within 12 months after the event from which the liability arises directly or indirectly. This does not exclude the provisions in article 6:89 Dutch Civil Code.

Dissolution

1. The customer has the right to dissolve the agreement if Tzatchickie imputably fails in the fulfillment of his obligations, unless this shortcoming does not justify termination due to its special nature or because it is of minor significance.
2. If the fulfillment of the obligations by Tzatchickie is not permanent or temporarily impossible, dissolution can only take place after Tzatchickie is in default.
3. Tzatchickie has the right to dissolve the agreement with the customer, if the customer does not fully or timely fulfill his obligations under the agreement, or if circumstances give Tzatchickie good grounds to fear that the customer will not be able to fulfill his obligations properly.

Force majeure

1. In addition to the provisions of article 6:75 Dutch Civil Code, a shortcoming of Tzatchickie in the fulfillment of any obligation to the customer cannot be attributed to Tzatchickie in any situation independent of the will of Tzatchickie, when the fulfillment of its obligations towards the customer is prevented in whole or in part or when the fulfillment of its obligations cannot reasonably be required from Tzatchickie .
2. The force majeure situation referred to in paragraph 1 is also applicable - but not limited to: state of emergency (such as civil war, insurrection, riots, natural disasters, etc.); defaults and force majeure of suppliers, deliverymen or other third parties; unexpected disturbances of power, electricity, internet, computer or telecoms; computer viruses, strikes, government measures, unforeseen transport problems, bad weather conditions and work stoppages.
3. If a situation of force majeure arises as a result of which Tzatchickie cannot fulfill one or more obligations towards the customer, these obligations will be suspended until Tzatchickie can comply with it.
4. From the moment that a force majeure situation has lasted at least 30 calendar days, both parties may dissolve the agreement in writing in whole or in part.
5. Tzatchickie does not owe any (damage) compensation in a situation of force majeure, even if it has obtained any advantages as a result of the force majeure situation.

Modification of the agreement

If, after the conclusion of the agreement and before its implementation, it appears necessary to change or supplement its contents, the parties shall timely and in mutual consultation adjust the agreement accordingly.

Changes in the general terms and conditions

1. Tzatchickie is entitled to amend or supplement these general terms and conditions.
2. Changes of minor importance can be made at any time.

3. Major changes in content will be discussed by Tzatchickie with the customer in advance as much as possible.
4. Consumers are entitled to cancel the agreement in the event of a substantial change to the general terms and conditions.

Transfer of rights

1. The customer cannot transfer its rights deferring from an agreement with Tzatchickie to third parties without the prior written consent of Tzatchickie.
2. This provision applies as a clause with a property law effect as referred to in Section 3:83 (2) Dutch Civil Code.

Consequences of nullity or annulability

1. If one or more provisions of these general terms and conditions prove null or annulable, this will not affect the other provisions of these terms and conditions.
2. A provision that is null or annulable shall, in that case, be replaced by a provision that comes closest to what Tzatchickie had in mind when drafting the conditions on that issue.

Applicable law and competent court

1. Dutch law is exclusively applicable to all agreements between the parties.
2. The Dutch court in the district where Tzatchickie is established is exclusively competent in case of any disputes between parties, unless the law prescribes otherwise.

Attribution

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