



Handed By
General Terms and Conditions



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Terms and Conditions of Handed By

In this document you will find the General Terms and Conditions of Handed By. In the first instance, Handed By rejects all General Terms and Conditions of other Parties, unless otherwise explicitly stated by the Agreement. You cannot derive any rights other than those shown in these General Terms and Conditions.

1. Company data

Handed By is located at **Nijverheidsweg 13 in IJsselstein**, postal code 3401 **MC**. Handed By is registered with the **Chamber of Commerce** under the **number 58439099**.

Do you have questions about our Terms and Conditions? Then you can reach us via the following data:

info@handedby.com | +31 (0)348 – 471 714

[Nijverheidsweg 13 | 3401 MC | IJsselstein](#)

[Chamber of Commerce No. 58439099 | VAT No. 853039987B01](#)

2. Definitions

- **General Terms and Conditions:** conditions as referred to in this document;
- **Day:** calendar day;
- **Service:** service as offered by Handed By and as stated by the Agreement;
- **Digital content:** data produced and delivered in digital form;
- **Seller:** Handed By as shown in **Article 1**;
- **Consumer:** any natural person who purchases a Service from Handed By, a natural person also includes: 'anyone who does not purchase a Service acting from a *profession or company*';
- **Product:** goods as indicated on the Handed By website, intended for sale. This includes bags;
- **Agreement:** any Agreement that is concluded, in any way, between Handed By and Customer;
- **Parties:** Handed By and Customer mentioned together;
- **Written communication:** all communication that does not take place verbally, digital communication also applies under this formulation.

3. Applicability

1. The Terms and Conditions of Handed By apply to any Agreement between Handed By and Customer. All General Terms and Conditions of any other Party are in principle rejected. Only if the Parties have explicitly agreed in writing do the General Terms and Conditions of Handed By not apply.
2. If there is any deviation from one or more provisions of these General Terms and Conditions, the other provisions will continue to apply.
3. Changes to these General Terms and Conditions agreed to in writing only apply to the cases specified in that specific Agreement.
4. The General Terms and Conditions do not have to be explicitly agreed again and again after the first time but are deemed to have been tacitly accepted. This applies to all further Agreements between Handed By and Customer.

4. Offer

1. Handed By makes an offer on the website.
2. The offer as described on the website has been accepted after payment in the webshop.
3. Quotation made on the website includes VAT. It is always indicated if the prices do not include VAT.
4. The offer made by Handed By has been drawn up on the basis of information provided by the Customer.
5. A separate login option is provided for partners with whom Handed By cooperates. In this environment the prices are stated exclusive of VAT. This environment is only accessible to partners with whom Handed By has a cooperation agreement.

6. Images of products are a true representation of the products offered. Handed By cannot guarantee that the colors displayed exactly match the real colors of the products.

5. Agreement

1. The Agreement between Handed By and Customer is concluded by offer and acceptance (article 6:217 of the Dutch Civil Code). The Agreement may be concluded in *writing* only.
2. A confirmation of the Agreement will always be sent to the Customer by e-mail.
3. Amendments and/or additions to the Agreement are not allowed. A new Agreement will then have to be concluded.
4. Assessment of whether Handed By has failed to fulfill one or more obligations (from the Agreement) is up to Handed By. After all, all activities are performed on the basis of information provided by the Customer.

6. Implementation of the Agreement

1. Handed By guarantees that a delivered Product complies with the Agreement. The assessment of whether the Products delivered by Handed By comply with the Agreement is Handed By.
2. Handed By will always take due care in the execution of the Agreement.

7. Prices

1. The price for the Products to be delivered is the price as stated on the website of Handed By or the offer of Handed By.
2. Handed By reserves the right to change prices displayed on the website.
3. Prices on the website include VAT.
4. Shipping costs are not included in the price, this will be shown to the Customer upon payment.

8. Payment

Handed By asks for a direct payment via the ways indicated on the website. Payment is seen as acceptance and start for the manufacture or delivery of the ordered Products.

9. Delivery

1. The Customer must pay the full purchase amount before a Product purchased through the website is shipped.
2. The costs for shipping are at the expense of the Customer.
3. The ordered Product will be delivered to the address as indicated by the Customer.
4. The delivery times are indicative. The order will be shipped as soon as possible but no later than within 30 days, unless a different delivery period has been agreed upon.
5. Specified delivery times are not deadlines. If the ordered Product is not received on time, the Customer is obliged to give Handed By a reasonable period of time to deliver the order.
6. Handed By delivers, according to insights from Handed By, a final product that complies with the Agreement with the Customer.

10. Returning

1. After purchasing via the website, the Customer has the right to return the Product within a period of 14 days, without giving reasons. This period applies to all countries where Handed By delivers.
2. Returns must be made to the address indicated on the website or, if any, to the address indicated on the return form.
3. The Product must be returned unused in its original packaging. If this is not the case, there is a chance that the right to a refund will lapse.
4. Costs for return will be borne by the Customer, unless Handed By makes an exception to this. This exception is only valid if Handed By confirms it in writing.
5. Review of the returned Product is on the side of Handed By.

6. If, upon return, the Product is found to be damaged or deviates in any way from the original Product sent, the right to reimbursement of the purchase amount will lapse, unless damage or deviations are the original reason for return.
7. When a Handed By product is purchased in a physical store, the Customer is deemed to return this product to the store where Customer purchased this product. Only Products purchased on [the https://handedby.nl/](https://handedby.nl/) website are subject to the right of withdrawal.
8. Handed By uses the same means of payment that the Customer has used to purchase the product.

11. Customer's obligations when returning

1. During the Cooling-off Period, the Customer will handle the Product and its packaging with care. He will only unpack or use the Product to the extent necessary to determine the nature, characteristics and operation of the Product. The starting point is that the Customer may only handle and inspect the Product as he would be allowed to do in a store.
2. Customer is only liable for depreciation of the Product resulting from a way of handling the Product that goes beyond what is permitted in paragraph 1.
3. The Customer shall bear the direct costs of returning the Products.

12. Cancellation

Handed By has the right to cancel the Agreement at any time, stating the reasons for this to the Client. Cancellation by Handed By is possible in a number of cases, such as force majeure, for example because the Product ordered by the Customer is not in stock. If this situation arises, Handed By will always communicate with the Customer and contact you about the next steps. Another possibility of cancellation is that the carrier cannot deliver. The Customer will also be contacted in such situations.

13. Intellectual property law

1. All images, texts, videos or sound materials posted by Handed By on the website are the property of Handed By.
2. Under the Copyright Act, it is not permitted to distribute or reproduce these works without the express and written permission of Handed By.
3. In case that a work is distributed or reproduced without explicit and written permission, Handed By will issue a penalty in the form of a fine amounting to the lost profit/financial damage suffered.

14. Force majeure

1. Handed By is not liable for damage resulting from circumstances that could not have been foreseen for Handed By at the time of entering into the Agreement. Such circumstances shall include: lack of raw materials, factory failure of any kind, strike, exclusion of or lack of workers, quarantine, epidemics, pandemics, natural disasters, mobilization, martial law, state of war or war, railway traffic jams or lack of means of transport, traffic blockades, illness whatever the reason or cause thereof, the carrier is unable to deliver or other unforeseen circumstances not known at the time of entering into the Agreement.
2. Handed By has the right to suspend or dissolve the performance of the Agreement in the event of force majeure. This does not entitle you to the refund of funds.
3. If Handed By later executes a temporarily suspended part of the Agreement, the Customer shall owe the entire agreed consideration without any form of discount.

15. Conformity and warranty

1. The Handed By guarantees that the Products comply with the Agreement, the specifications stated in the offer, the reasonable requirements of soundness and/or usability and the legal provisions existing on the date of the conclusion of the agreement.
2. All Delivered Products via Handed By are covered by the legal warranty.
3. The Customer can only claim a guarantee if he or she has the proof of purchase in his or her possession.



4. Customer cannot claim a warranty if:
 - Customer has processed and/or repaired the delivered Products himself or had them repaired and/or processed by third parties;
 - Does not have proof of purchase in possession.

16. Restriction on resale

Handed By wishes the Customer not to resell the Product after the termination of the Agreement. If the Customer does resell the Products, the Customer may not resell the Products under the name 'new'. A once sold item to a private individual is "used" when re-marketed, even if it is unopened.

17. Liability

1. Any liability (subject to liability as a result of intent or gross negligence) of Handed By and - if this should occur to its directors and employees, is limited to the amount paid at the time of purchase of the Product.
2. If Handed By should be liable, this liability is limited to what is regulated in this provision.
3. If Handed By should be liable, this liability is limited to the amount stipulated in the professional and/or corporate liability insurance of Handed By.
4. Handed By is not liable for damage of any kind caused by Handed By based on incorrect and/or incomplete data provided by or on behalf of the Customer.
5. Handed By is only liable for direct damage.
6. Direct damage is only understood to mean the reasonable costs to determine the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these terms and conditions, any reasonable costs incurred for the defective performance of Handed By to comply with the Agreement, insofar as these can be attributed to Handed By and reasonable costs incurred to prevent or limit damage, insofar as the Customer demonstrates that these costs have led to limitation of direct damage as referred to in these General Terms and Conditions.
7. Handed By is never liable for indirect damage.
8. Under no circumstances shall Handed By be liable for any guarantees and securities given by third parties or (staff of) Handed By.
9. The limitations of liability contained in this article do not apply if the damage is due to intent or gross negligence on the part of Handed By.

18. Policy on Complaints

1. Customer must report any form of complaints or comments within a reasonable period of time, after discovery of a defective product. Complaints or comments can be made known to Handed By via e-mail.
2. The Customer is obliged to substantiate the complaint with photos by e-mail.
3. Handed By will contact you within 7 days after publication of the complaint, to discuss the complaint and further steps to be taken.
4. Assessment of the form of work carried out for the repair of the defect is always on the part of Handed By.

19. Customer privacy and data

Handed By complies at all times with the General Data Protection Regulation and/or related laws and regulations. For more information, see our privacy policy.

20. Conversion

If and insofar as any provisions of the Agreement and General Terms and Conditions cannot be invoked on the grounds of reasonableness and fairness or the unreasonably onerous nature, the relevant provision in terms of content and scope shall in any case have as much meaning as possible, so that this can be invoked.



21. After-effects

If it is expressly or tacitly intended that provisions in these General Terms and Conditions remain in force, they will retain their funds, after termination of the Agreement between the Parties.

22. Conflicting clauses

If and insofar as on the grounds of reasonableness and fairness or the unreasonably onerous nature no appeal can be made to any provisions of the Agreement and General Terms and Conditions, the relevant provision will in any case have an equivalent meaning as far as possible in terms of content and scope so that an appeal can be made.

23. Non-compliance Terms and Conditions

Handed By has the right to refuse to perform further Services for the Customer if the Customer does not comply with what is stipulated in these General Terms and Conditions,

24. Applicable law

Dutch law applies to all Agreements between the Customer and Handed By, as well as these General Terms and Conditions.

25. Forum choice

The Central Netherlands District Court, location Utrecht (Chamber of Civil Affairs/Canton) has jurisdiction to hear disputes. Nevertheless, Handed By has the right to submit the dispute to the court competent under the law.

26. Amendment of the General Terms and Conditions

Taking into account the possible evolutions of the website and the working method of Handed By, Handed By reserves the possibility to modify or amend these General Terms and Conditions at any time. In that case, the new General Terms and Conditions will be communicated to the Customer by modification and will apply to any Agreement that is realized after the change.

27. Final provision

In all cases where these General Terms and Conditions do not provide, the Agreement will be interpreted in the light of these General Terms and Conditions and in reasonableness and fairness.

Do you have questions regarding our Terms and Conditions? Please feel free to contact us via the e-mail address below.

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