

Terms and Conditions Dropshipment Colorfone

Below you will find the drop shipping conditions that apply at Colorfone

Article 1. Definitions

1.1. In these terms and conditions, the following terms have the following meaning:

Supplier: Colorfone.

- Webshop: the reseller of Products, not being a consumer or end user, customer of Supplier;
- Consumer: end user of the Products, customer of Webshop;
- Products: all products that the Supplier offers based on drop shipping;
- Dropshipping: the process whereby the Supplier offers Webshop the opportunity to offer Products that are owned and held in stock by the Supplier to and send them to the Consumer. Consumers can order these Products from Webshop at a retail price to be determined by Webshop, after which Webshop purchases these Products directly from the Supplier and Supplier via a computerized process and sends the Products to the Consumer on behalf of Webshop;
- Order: the order placed by Webshop for one or more Products with the Supplier, as a result of an order from a Consumer;
- Data feed: XML or CSV based database, which is updated daily and made available by the Supplier containing the Product information for all Products that Webshop has available for sale;
- Product information: all available information about the Products, including but not limited to, article numbers, product names, brand names, product descriptions, product photos, and stock information.

All definitions have the same meaning in singular and plural, unless explicitly stated otherwise.

Article 2. Product range

2.1 Webshop receives a complete product and price overview from the Supplier via the Datafeed. Webshop determines its own selling prices and margins. Recommended prices are applied to some brands. These can be downloaded on our sites. If the Supplier notices that the Webshop is offering these brands for a price that is too low, then the Supplier has the right to stop offering these brands.

2.2 Existing Products are automatically updated daily through the Datafeed, so that Webshop always uses the right stock and prices. Products that are no longer available from the Supplier are (temporarily) disabled at Webshop.

2.3 The Supplier guarantees the accuracy and completeness of the information in the Data Feed on the basis of which Web Store offers the Products.

2.4 All prices and product information are subject to change. If a product is no longer in stock, the Supplier is entitled not to accept the order. Webshop must handle this itself with the Consumer.

Article 3. Rates

3.1 All purchase prices of the Products are in euros. Unless otherwise agreed, all purchase prices are exclusive of VAT and other taxes and / or levies and are exclusive of transport costs, packaging costs, insurance costs. These costs are for the account of the Webshop.

3.2 The supplier charges Webshop for an all-in drop shipping rate valid for the Netherlands only. Letter post without track & trace of € 3.50 per Order 0-200gr or orders including track & trace of € 6.95 per order. For 2 or more products an extra surcharge of € 1 applies. Different rates apply for World Wide Shipping. These can be downloaded in a separate file on our website. All amounts are exclusive of VAT. This drop shipping rate includes handling, packaging and shipping costs. The Supplier is not responsible for orders without track & trace. The Web Store must choose the correct option itself. If the choice is incorrect, there may be a delay, which means that the Supplier is not responsible.

3.3 The purchase prices of the Products are (daily) subject to change. The purchase prices to be paid by Webshop are the prices at the moment that Webshop places an Order.

Article 4. Orders

4.1 After the Consumer has ordered a Product from Webshop, Webshop places an Order through the website, on the basis of which the Supplier, after accepting the Order, sends the Product purchased by the Consumer to the Consumer on behalf of Webshop.

4.2 The Supplier is at all times entitled to (partially) refuse an Order if a Product is not in stock.

Article

5. Delivery

5.1 After receiving an Order via the website, the Supplier will send the Product directly to the Consumer.

5.2 Webshop guarantees the correctness of the name and address data of the Consumer and must immediately inform the Supplier of any changes.

5.3 Orders that are in the system with the Supplier before 4 pm are sent to the Consumer the same day. The supplier is not responsible for delays in the order system or delays at the carrier.

5.4 If not all ordered Products are in stock, the Supplier is entitled to make partial deliveries. The Supplier will inform the Web Store of this as soon as possible.

5.5 Orders are delivered to the Consumer by a carrier appointed by the Supplier.

5.6 Delivery is only possible to addresses within the Netherlands and World Wide (download overview countries on our site). Products may only be offered by Webshop to these Customers.

5.7 If the Consumer is absent during delivery, the Order and the Order are also not collected at the specified official pick-up location, the Order will be returned to the Supplier. The Supplier will inform Webshop of the return shipment. Webshop must then contact the Consumer about this. Supplier offers Webshop the following choice: (i) offering the Products for delivery again with the additional costs being borne by the Webshop or (ii) crediting the purchase price of the Products on the following invoice (with deduction of the drop shipping rate) .

Article 6. Right of withdrawal

6.1 When a Consumer makes use of his right of withdrawal, he must return the Product to Web Store.

6.2 The supplier only accepts the returns from the webshop if the product and packaging are undamaged and within 3 weeks of the order. The Supplier is entitled to refuse the return request if they do not meet the conditions and therefore do not reimburse the purchase costs of the product to the Web Shop.

6.3 If the return is accepted, the Supplier only reimburses the purchase costs of the products to Webshop.

6.4 Return costs from Webshop to Supplier are all for the Webshop.

Article 7. Warranty

7.1 When a defective Product is delivered, Webshop must contact the Supplier about the handling thereof. Where necessary we ask for visual material for confirmation.

7.2 If the Supplier judges that the Product is defective and this is due to a cause that is for the account and risk of the Supplier, then the Supplier will send a new Product to the Consumer. The transport costs for sending a new Product will be borne by the Supplier. If the product is no longer available, the Supplier will refund the purchase amount and drop shipping rate to Webshop.

7.3 If the Supplier is of the opinion that the defect in the Product is not at its expense and risk, it will inform Webshop accordingly and Webshop must take care of the further handling of the complaint with the Consumer.

Article 8. Invoicing and payment

8.1 The Orders are settled directly by Web Store using the payment methods in the Supplier's webshop. We only ship once payment has been received.

Article 9. Property rights

9.1 Webshop is free to use all product information and photos supplied by Supplier for the sale of the products. All products and content remain the property of the Supplier at all times and may not be reproduced.

9.2 Webshop guarantees that it will not infringe the intellectual property rights of the Supplier and its products.

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