
Raja Trading | The Urban Garden Store

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Article 1 - Definitions

In these terms and conditions, the following terms are defined:

1. **Additional agreement:** an agreement whereby the consumer acquires products, digital content, and/or services in relation to a distance contract, and these products, digital content, and/or services are supplied by the entrepreneur or by a third party on the basis of an agreement between that third party and the entrepreneur;
2. **General Terms and Conditions:** the present General Terms and Conditions of the entrepreneur.
3. **Cooling off period:** the period within which the consumer can make use of their right of withdrawal;
4. **Consumer:** the natural person who is not acting in the exercise of a profession or business and who enters into a distance contract with the entrepreneur;
5. **Day:** calendar day;
6. **Digital content:** data produced and supplied in digital form;

7. **Long-term agreement:** an agreement at a distance with regard to a series of products and/or services, of which the delivery and/or purchase obligation is spread over time;
 8. **Durable medium:** any tool - also including email - that enables the consumer or entrepreneur to store information that is personally addressed to them in a way that enables future consultation or use during a period that is attuned to the aim for which the information is intended, and enables the unaltered reproduction of the stored information;
 9. **Right of withdrawal:** the possibility for the consumer to cancel the distance contract within the cooling-off period;
 10. **Entrepreneur:** the natural person or legal entity that is a member of Webwinkelkeur and offers products, (access to) digital content, and/or services to consumers at a distance;
 11. **Distance agreement:** an agreement that is entered into between the entrepreneur and the consumer in the context of an organised system for sales at a distance of products, digital content, and/or services whereby, until the contract is entered into, exclusive or partial use is made of one or more techniques for communication at a distance;
 12. **Model withdrawal form:** the model form for withdrawal that the entrepreneur makes available and which a consumer can fill in when he wants to make use of his right of withdrawal
 13. **Technique to communicate at a distance:** a resource that can be used for entering into a contract without the consumer and the entrepreneur having to come together at the same time in the same space.
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Article 2 - Identity of the entrepreneur

- **Company name** J&J Trading GmbH trades under the name
Raja Trading | The Urban Garden Store
- **Registered address** J&J Trading GmbH
Dekkers Waide 5, 46419 Isselburg
Germany
- **Telephone number** +31(0)26 82 00 295
- **Availability** Monday to Friday from 9:30 to 16:30

- **Email address** info@rajatrading.nl
 - **Chamber of Commerce number** HRB 20419
 - **VAT identification number** DE352493747
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Article 3 – Applicability

1. These terms and conditions are applicable to every offer of the entrepreneur and every distance contract between the entrepreneur and the consumer.
2. The text of these terms and conditions will be made available to the consumer before the distance contract is entered into. If this is not reasonably possible, the entrepreneur will state, before the distance contract is entered into, the manner in which the terms and conditions can be consulted at the entrepreneur and that they can be sent as soon as possible, free of charge, at the consumer's request.
3. If the distance contract is entered into electronically, it may be that, in divergence from the foregoing paragraph and before the distance contract is entered into, the text of these terms and conditions can be made available to the consumer by electronic means in such a way that it can be stored by the consumer in a simple manner on a durable medium. If this is not reasonably possible then, before the distance contract is entered into, it will be stated where the terms and conditions can be consulted by electronic means and that they will be sent electronically or in another way, free of charge, at the consumer's request.
4. In case specific product- or service conditions apply in addition to these general conditions, the second and third paragraphs apply accordingly and the consumer can always rely on the applicable provision that is most favourable to him in case of conflicting general conditions.
5. If one or more provisions in these general terms and conditions are null and void or annulled in part or in full at any time, the agreement and these terms and conditions will remain in force for the rest and the provision in question will be replaced without delay, in mutual consultation, by a provision that approximates the scope of the original provision as closely as possible.
6. Situations not covered by these general terms and conditions must be assessed 'in the spirit' of these general terms and conditions.
7. Any lack of clarity regarding the interpretation or content of one or more provisions of our terms and conditions must be interpreted 'in the spirit' of these general terms and conditions.

Article 4 – The offer

1. If an offer is of limited duration or is made subject to conditions, this shall be expressly stated in the offer.
2. The offer is without obligation. The entrepreneur is entitled to change and adapt the offer.
3. The offer contains a complete and accurate description of the products and/or services offered. The description is sufficiently detailed to allow the consumer to properly assess the offer. If the entrepreneur uses images, these are a true reflection of the products and/or services offered. Obvious mistakes or obvious errors in the offer are not binding on the entrepreneur.
4. All images, specifications, and data in the offer are indicative and can not lead to compensation or dissolution of the agreement.
5. Images of products are a true representation of the products offered. The Company cannot guarantee that the colours shown will exactly match the real colours of the products.
6. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to accepting the offer. This concerns in particular:
 - *the price including taxes;*
 - *any shipping costs;*
 - *the way in which the agreement will be brought about and which actions are necessary for that;*
 - *whether or not the right of withdrawal is applicable;*
 - *the method of payment, delivery, and execution of the agreement;*
 - *the period for accepting the offer, or the period within which the entrepreneur guarantees the price;*
 - *the tariff for distance communication if the costs of using the technology for distance communication are calculated on a basis other than the regular basic tariff for the means of communication used*
 - *whether the agreement is archived after its conclusion, and if so, how it can be consulted by the consumer;*
 - *the manner in which the consumer, before concluding the contract, can check the data provided by him in the context of the contract and, if desired, correct them;*
 - *any other languages besides English in which the contract can be concluded;*
 - *the codes of conduct to which the entrepreneur is subject and the way in which the consumer can consult these codes of conduct electronically*
 - *the minimum duration of the distance contract in the event of an extended transaction.*

Article 5 – The agreement

1. The agreement is subject to the provisions of paragraph 4, at the time the consumer accepts the offer and comply with the corresponding conditions.
 2. If the consumer has accepted the offer by electronic means, the entrepreneur will immediately confirm by electronic means the receipt of the acceptance of the offer. The consumer can terminate the contract for as long as the receipt of this acceptance is not confirmed by the entrepreneur.
 3. If the contract is concluded electronically, the entrepreneur will take appropriate technical and organisational measures to secure the electronic transfer of data, and will ensure a secure web environment. If the consumer can pay electronically, the entrepreneur will observe appropriate security measures to this end.
 4. The entrepreneur can, within the statutory provisions, investigate whether the consumer can fulfil their payment obligations, as well as investigate all the facts and factors that are of importance for entering into the distance contract responsibly. If on the basis of this investigation, the entrepreneur has good grounds for not entering into the contract, it is entitled to refuse an order or application, stating reasons, or to attach special conditions to the implementation.
 5. The entrepreneur will, no later than on the delivery of the product, service, or digital content, send the consumer, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable medium, the following information:
 - *the visiting address of the place of business of the entrepreneur where the consumer can direct complaints;*
 - *the conditions under which and the manner in which the consumer can make use of the right of withdrawal, or a clear statement concerning the exclusion of the right of withdrawal;*
 - *the information on guarantees and existing service after purchase;*
 - *the data included in article 4, paragraph 3 of these conditions, unless the entrepreneur has already provided the consumer with these prior to concluding the contract;*
 - *the requirements for termination of the contract if the contract has a duration of more than one year or is of indefinite duration;*
 6. Every agreement is entered into under the suspensive conditions of sufficient availability of the products concerned.
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Article 6 – Right of withdrawal

In the case of products:

1. When purchasing products, the consumer has the possibility of dissolving the contract, without giving reasons, during a period of 14 days. This cooling-off period commences on the day after receipt of the product by the consumer or a previously designated by the consumer and the entrepreneur announced representative.
2. During the cooling-off period, the consumer will handle the product and packaging with care. He will only unpack or use the product to the extent necessary to judge whether he wishes to keep the product. If he exercises his right of withdrawal, he will return the product with all accessories and - if reasonably possible - in its original

condition and packaging to the entrepreneur, in accordance with the reasonable and clear instructions provided by the entrepreneur.

3. When the consumer wishes to make use of his right of withdrawal, he is obliged to inform the entrepreneur of this within 14 days after receiving the product. The consumer must make this known by means of the model form or by means of another means of communication such as e-mail. After the consumer has made known that he/she wishes to make use of his/her right of withdrawal, the customer must return the product within 14 days. The consumer has to prove that the delivered goods have been returned in time, for example by means of proof of shipment.
4. If, at the end of the periods specified in paragraphs 2 and 3, the customer has not indicated that he wishes to make use of his right of withdrawal or has not returned the product to the entrepreneur, the purchase is a fact.

In the case of services and digital content that is not delivered on a material carrier:

1. When services are supplied, the consumer has the option of dissolving the agreement without giving reasons for a period of at least 14 days starting on the day of entering into the agreement.
2. To make use of his right of withdrawal, the consumer will focus on the reasonable and clear instructions provided by the entrepreneur with the offer and/or at the latest on delivery.

Article 7 - Costs in case of withdrawal

1. If the consumer makes use of his right of withdrawal, he shall bear no more than the costs of returning the goods.
2. If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible, but at the latest within 14 days after the withdrawal. This is subject to the condition that the product has already been received by the merchant or that conclusive proof of the return can be provided. Reimbursement will be made via the same payment method used by the consumer unless the consumer explicitly agrees to a different payment method.
3. If the product is damaged due to careless handling by the consumer, the consumer is liable for any reduction in the value of the product.
4. The consumer cannot be held liable for a reduction in the value of the product if the entrepreneur has not provided all the legally required information about the right of withdrawal; this must be done prior to the conclusion of the purchase agreement.

Article 8 - Exclusion of the right of withdrawal

1. The entrepreneur can exclude the consumer from the right of withdrawal for products as described in paragraphs 2 and 3. The exclusion of the right of withdrawal is only valid if the entrepreneur has clearly stated this in the offer, at least in good time before concluding the agreement.

2. Exclusion of the right of withdrawal is only possible for products:
 - *that have been created by the entrepreneur in accordance with the consumer's specifications;*
 - *that are clearly personal in nature;*
 - *which cannot be returned due to their nature;*
 - *that spoil or age quickly;*
 - *whose price depends on fluctuations in the financial market on which the entrepreneur has no influence;*
 - *for individual newspapers and magazines;*
 - *for audio and video recordings and computer software of which the consumer has unsealed the seal;*
 - *for hygienic products of which the consumer has broken the seal.*
 3. Exclusion of the right of withdrawal is only possible for services:
 - *concerning accommodation, transport, restaurant business or leisure activities to be performed on a certain date or during a certain period;*
 - *of which the delivery has started with the consumer's explicit consent before the cooling-off period has expired;*
 - *on betting and lotteries.*
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Article 9 - The price

1. During the validity period mentioned in the offer, the prices of the products and/or services offered will not be increased, except for price changes due to changes in VAT rates.
 2. Contrary to the previous paragraph, the trader can offer products or services whose prices are linked to fluctuations in the financial market over which the trader has no influence, at variable prices. This link to fluctuations and the fact that any prices mentioned are recommended prices will be mentioned with the offer.
 3. Price increases within 3 months after the conclusion of the contract are only allowed if they are the result of statutory regulations or provisions.
 4. Price increases from 3 months after the conclusion of the contract are only allowed if the entrepreneur has stipulated it and:
 - *they are the result of statutory regulations or stipulations; or*
 - *the consumer is authorised to terminate the contract on the day on which the price increase takes effect.*
 5. The prices mentioned in the offer of products or services include VAT.
 6. All prices are subject to misprints and printing errors. No liability is accepted for the consequences of misprints and typesetting errors. In the event of misprints, the Entrepreneur is not obliged to deliver the product at the incorrect price.
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Article 10 - Compliance and warranty

1. The entrepreneur guarantees that the products and/or services fulfil the contract, the specifications stated in the offer, the reasonable requirements of reliability and/or serviceability, and the statutory provisions and/or government regulations that existed on the date that the contract was concluded. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.
 2. A guarantee provided by the entrepreneur, manufacturer, or importer does not affect the legal rights and claims that the consumer, based on the agreement, can assert against the entrepreneur.
 3. Any defects or incorrectly delivered products should be reported to the entrepreneur in writing within 2 months after delivery. The products must be returned in the original packaging and in new condition.
 4. The warranty period of the entrepreneur corresponds to the manufacturer's warranty period. The entrepreneur is never responsible for the ultimate suitability of the products for each individual application by the consumer, nor for any advice regarding the use or application of the products.
 5. The guarantee does not apply if:
 - *the consumer has repaired and/or modified the delivered products himself or has had them repaired and/or modified by third parties;*
 - *the delivered products have been exposed to abnormal conditions or are otherwise carelessly handled or contrary to the instructions of the entrepreneur and/or on the packaging;*
 - *the inadequacy is wholly or partially the result of regulations that the government has laid down or will lay down with regard to the nature or quality of the materials used.*
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Article 11 - Delivery and implementation

1. The company will take the greatest possible care when receiving and implementing orders for products and when assessing applications for the provision of services.
2. The place of delivery is the address that the consumer has made known to the company.
3. Subject to what is stated in paragraph 4 of this article, the company will execute accepted orders expeditiously but not later than 30 days, unless the consumer has agreed to a longer delivery period. If the delivery has been delayed, or if an order cannot be fulfilled or can be fulfilled only partially, the consumer shall be informed about this within 30 days after the order was placed. In that case, the consumer has the right to terminate the agreement free of charge. The consumer is not entitled to compensation.
4. All delivery periods are indicative. The consumer cannot derive any rights from any delivery dates mentioned. Exceeding a term does not entitle the consumer to compensation.
5. In case of termination in accordance with paragraph 3 of this article, the entrepreneur will refund the amount paid by the consumer as soon as possible, but at the latest within 14 days after dissolution.

6. If delivery of an ordered product turns out to be impossible, the entrepreneur will make an effort to provide a replacement article. The fact that a replacement article is being delivered will be communicated in a clear and comprehensible manner, at the latest upon delivery. The right of withdrawal cannot be excluded with replacement articles. The cost of any return shipment shall be borne by the entrepreneur.
 7. The risk of damage and/or loss of products rests with the entrepreneur up to the moment of delivery to the consumer or a previously designated and notified to the entrepreneur representative unless explicitly agreed otherwise.
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Article 12 - Extended transactions: duration, termination, and extension

Termination

1. The consumer may terminate a contract for an indefinite period of time, which extends to the regular delivery of products (including electricity) or services at any time, subject to the agreed termination rules and a notice of up to one month.
2. The consumer may terminate a fixed-term contract that was concluded for the regular supply of products (including electricity) or services at any time at the end of the fixed term in compliance with the applicable termination rules and a period of notice that does not exceed one month.
3. The consumer can terminate the agreements referred to in the previous paragraphs:
 - *at all times and not be limited to termination at a specific time or during a specific period;*
 - *at least terminate them in the same manner as they were concluded by him;*
 - *always terminate them with the same period of notice as the entrepreneur has stipulated for himself.*

Extension

1. An agreement that has been entered into for a definite period of time and that extends to the regular supply of products (including electricity) or services, may not be tacitly extended or renewed for a definite period of time.
2. In derogation from the previous paragraph, a fixed-term contract that has been concluded for the regular supply of daily or weekly newspapers or magazines may be automatically prolonged for a fixed term that does not exceed three months, if the consumer has the right to terminate this prolonged contract towards the end of the prolongation, with a period of notice that does not exceed one month.
3. A fixed-term contract that has been concluded for the regular supply of products or services may only be automatically prolonged for an indefinite period of time if the consumer has at all times the right to terminate, with a period of notice that does not exceed one month and a period that does not exceed three months if the contract is to regularly supply daily or weekly newspapers or magazines, but less than once a month.
4. A contract with a limited term for the regular supply, by way of introduction, of daily or weekly newspapers and magazines (trial or introductory subscription) shall not be

tacitly continued and shall end automatically at the end of the trial or introductory period.

Duration

1. If a contract lasts more than one year, after one year the consumer may at any time terminate with a notice of up to one month, unless reasonableness and fairness oppose termination before the end of the agreed term.
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Article 13 - Payment

1. As far as no other date has been agreed, sums payable by the consumer should be paid within 7 working days after the start of the reflection period, as referred to in article 6, paragraph 1. In the case of an agreement for the provision of a service, this period starts after the consumer has received the confirmation of the agreement.
 2. The consumer has the duty to report any inaccuracies in payment data provided or mentioned immediately to the entrepreneur.
 3. In case of non-payment on the part of the consumer, and subject to legal restrictions, the entrepreneur is entitled to charge any predetermined reasonable costs incurred to the consumer.
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Article 14 - Complaints procedure

1. The entrepreneur shall have a sufficiently publicised complaints procedure and shall handle the complaint in accordance with this complaints procedure.
2. Complaints about the implementation of the agreement must be fully and clearly described and submitted to the entrepreneur within two months after the consumer has found the defects.
3. Complaints submitted to the entrepreneur will be answered within a period of 14 days, calculated from the date of receipt. If a complaint requires a foreseeably longer processing time, the entrepreneur will respond within the period of 14 days with a message of receipt and an indication of when the consumer can expect a more detailed answer.
4. If the complaint cannot be solved in mutual consultation, a dispute arises that is subject to the dispute resolution procedure.
5. In case of complaints, a consumer should first turn to the entrepreneur. If the webshop is affiliated with Stichting WebwinkelKeur and complaints cannot be resolved by mutual agreement, the consumer should contact Stichting WebwinkelKeur (www.webwinkelkeur.nl), which will mediate free of charge. Check whether this webshop has a current membership via <https://www.webwinkelkeur.nl/ledenlijst/>. If there is still no solution, the consumer has the possibility to let his complaint be handled by the independent dispute commission appointed by Stichting WebwinkelKeur, the verdict of which is binding and both entrepreneur and consumer agree to this binding verdict. To submit a

dispute to this dispute committee are costs that consumers must pay to the committee. It is also possible to submit complaints via the European ODR platform (<https://ec.europa.eu/odr/main/>).

6. A complaint does not suspend the obligations of the entrepreneur unless the entrepreneur indicates otherwise in writing.
 7. If a complaint is found to be justified by the entrepreneur, the entrepreneur will, at his discretion, either replace or repair the delivered products free of charge.
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Article 15 - Disputes

1. Only German law applies to agreements between the entrepreneur and the consumer to which these general terms and conditions apply. Even if the consumer lives abroad.
 2. The Vienna Sales Convention does not apply.
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Article 16 - Additional or divergent provisions

Additional provisions or provisions that deviate from these general terms and conditions may not be to the detriment of the consumer and should be recorded in writing or in such a way that the consumer can store them in an accessible manner on a durable medium.