

## **General conditions Space & Cartoon Safari.**

### **Article 1. Relevance**

1.1 On all offers, orders and agreements of Space & Cartoon Safari are, with the exclusion of other general conditions, these General Conditions (hereafter: Conditions) applicable.

1.2 By accepting an offer or placing an order you accept the relevance of these Conditions.

1.3 Exceptions on what is stated in these Conditions can only be done in writing, in which case all other articles remain in place.

1.4 All rights and claims, as in these Conditions and in possible closer agreements for Space & Cartoon Safari is stipulated, are likewise stipulated for Space & Cartoon Safari involved commission agents and other third parties.

### **Article 2. Offers/agreements**

2.1 All offers of Space & Cartoon Safari are without engagement and Space & Cartoon Safari preserves itself explicitly the right to modify the prices, in particular when that is necessary on the basis of (legal) regulations. Prices and product information are with reservation and to liable to change. Space & Cartoon Safari is not responsible for possible errors in the information on this site.

2.2 An agreement passes to score only after acceptance of your order by Space & Cartoon Safari. Space & Cartoon Safari is authorized to refuse orders or to bind certain conditions to the supply, unless explicitly determined otherwise. If an order is not accepted, Space & Cartoon Safari will communicate this within ten (10) days after reception of the order.

2.3 A number of products is offered under the indication of an age classification. By ordering these products, you declare to have at least the age that is stated.

### **Article 3. Prices and payments**

3.1 The mentioned prices for the offered products and services are in Euro, including VAT and exclusive handling- and shippingcosts, possible taxes or other fees/duties, unless differently mentioned or in writing corresponded.

3.2 Payment must be done in advance without discount or compensation, unless differently is agreed upon.

3.3 Payment must be done by means of the available methods of payment, unless differently is agreed upon.

3.4 If you are in failure of paying any order Space & Cartoon Safari is entitled to suspend or dissolve the concerning agreement and any with that coherent agreements.

3.5 If the prices for the offered products and services increase in the period between the order and the implementation of it, you are entitled to cancel the order or to annul the agreement within ten (10) days after communication of the increase in the price by Space & Cartoon Safari.

3.6 Space & Cartoon Safari also sells items that we have bought from private persons, unless otherwise stated these items are as good as new and in mint condition.

#### **Article 4. Delivery**

4.1 Articles which are on stock are sent within two (2) business days (Monday through Friday). For articles which are not on stock or badly deliverable longer delivery periods can apply. The delivery times supplied by Space & Cartoon Safari are only indicative. Overshooting of any delivery deadline gives you no right to compensation and neither the right to cancel your order or dissolve the agreement, unless you have not received the articles after thirty (30) days of payment. In that case you are entitled to cancel the order or dissolve the agreement.

4.2 The dispatch of the products occurs at the place and the time on which the products are ready for sending to you.

#### **Article 5. Property reservation**

5.1 The property of the provided products passes over when you have satisfied all the amount due on the basis of the agreement to Space & Cartoon Safari.

#### **Article 6. Claims and liability**

6.1 You have the obligation to examine if the products answer to the agreement at delivery. If this is not the case, you will need to notify Space & Cartoon Safari as soon as possible and in any case within fourteen (14) business days after delivery, at least after observation reasonably possible, in writing or by e-mail and by motivation.

6.2 If it has been shown that the products do not answer to the agreement, Space & Cartoon Safari has the choice of replacing the concerned products with a new product or by refunding the invoice value. Sending these products back occurs at your own expense, unless differently agreed upon.

6.3 If for any reason whatsoever you do not wish to purchase a product, you have the right to return the product within fourteen (14) business days after delivery to Space & Cartoon Safari. Returns in this case are only accepted if the packing of the products is undamaged, where as well the costs for the return come at your expense.

The paid amount will be refunded as soon as possible (within fourteen (14) business days) after receiving the returned product through the chosen way of payment when you ordered the product.

#### **Article 7. Orders/communication**

7.1 For misunderstanding, malformations, delays or not considerable passing of orders and communications of the use of Internet or some other communication means between you and Space & Cartoon Safari, or between Space & Cartoon Safari and third parties, as far as related to the relation between you and Space & Cartoon Safari, Space & Cartoon Safari is not responsible, unless and insofar talk could be of wilfully or serious misconduct of Space & Cartoon Safari.

#### **Article 8. Supremacy**

8.1 Notwithstanding the remaining to her belonging to rights, Space & Cartoon Safari has the right in case of supremacy, to own choice, suspend the impletion of your order, or dissolve the agreement without legal mediation, this by communicating this you in writing and such that Space & Cartoon Safari is not held for any reimbursment or compensation, unless this would be in the given circumstances to the criteria of reasonableness and fairness be unacceptable.

8.2 Under supremacy it is understood every shortcoming which to Space & Cartoon Safari cannot be attributed, because she is not to blame to its debt and nor under the law, act of law or in the movement applying conceptions at its expense.

#### **Article 9. Miscellaneous**

9.1 When Space & Cartoon Safari has been permitting deviations of these Conditions for short or longer time either silent or not, leaves that unimpeded her right to require still direct and strict compliance with these Conditions. You can never serve any claim based on the fact that Space & Cartoon Safari applies these Conditions flexible.

9.2 If one or more of the provisions of these Conditions or any other agreement with Space & Cartoon Safari is in violation with any applicable right regulation, the concerning provision will be cancelled and will be replaced by determining a new by right admissible similar provision by Space & Cartoon Safari.

9.3 Space & Cartoon Safari is authorized to make use of third parties in the implementation of your order.

#### **Article 10. Appropriate right and competent judge**

10.1 On all right, obligations, offers, orders and agreements whereupon these Conditions apply, as well as to these Conditions, the Dutch law exclusively applies.

10.2 All disputes between parties will be presented at exclusion to the, for that, competent judge in The Netherlands.

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