

## Terms and Conditions

This website ([www.antique-fireback.com](http://www.antique-fireback.com) / [www.firebacks.net](http://www.firebacks.net) ) is the property of Charles Nijman Fireplace Antiques in Amerongen, The Netherlands. Charles Nijman Fireplace Antiques seeks a good relationship between supplier (Charles Nijman Fireplace Antiques) and buyer (you the customer). It is therefore important that rules concerning the contract (Order) clarify, in this way to build a good relationship with customers

1.

These general conditions apply to all products sold by Charles Nijman Fireplace Antiques. By placing your order with Charles Nijman Fireplace Antiques you acknowledge to agree with these terms and conditions.

2.

The agreement comes into effect either electronically by the customer, or when Charles Nijman Fireplace Antiques sends a confirmation via e-mail to the buyer. Each order confirmation comes with a confirmation invoice which has an invoice number. It is important to keep this number. Payments must also be made stating the invoice number. The electronic files of Charles Nijman Fireplace Antiques apply as evidence.

3.

All amounts stated on this website are in euros, dollars, British pounds and / or Swiss francs excluding 21% VAT excluding shipping. Shipping costs are given on the website. Payment is always in euros. The total amount in the shopping cart always includes 21% VAT for European private customers and excludes it for others. European business customers can have their VAT number checked in their account on the website and pay without VAT.

4.

Graphics information, telephone or e-mail provided and statements on the main features of the product are as accurately as possible and done in consultation with, or at the request of the customer. Deviations can not lead to compensation and / or termination of the agreement. Charles Nijman Fireplace Antiques reserves the right to adjust selling prices.

5.

Special offers are only valid for the duration as indicated in the offer and while supplies last.

6.

Payment is either by payment on location, payment by bank transfer or by credit card (on site or 'at a distance').

7.

Payment must always be fully received at Charles Nijman Fireplace Antiques prior to delivery.

8.

It is considered possible to reserve items after consultation for a certain period of time without prior payment.

9.

In case of late payment, Charles Nijman Fireplace Antiques is authorized to suspend the agreement until such time as the buyer has fulfilled his full payment.

10.

Charles Nijman Fireplace Antiques continues to own the goods until the purchase price is paid in full.

11.

Once your payment is received we will send the item within three working days by sending a courier. This serves as an indication and not a deadline.

12.

If one of the ordered product is no longer available, we will contact you via e-mail. Charles Nijman Fireplace Antiques is entitled to reverse the sale if any of the products ordered is no longer available. Any amount already paid will be refunded within three working days (date of transfer, not date received). Consumers are entitled to cancel an order without charge after 30 days of no delivery.

13.

Returns without reason are only accepted within 14 days of receipt. After that we can not accept returns. Once we have the product back, we will as soon as possible refund the full amount (less shipping costs) to your account.

14.

The right of return shipping (or revocation of the sale) does not apply if:

- Fireplace accessories have been used in a fire by the buyer
- The buyer tried to repair an article
- Loss of attachments to the goods
- The goods are no longer salable in the same condition as when delivered.

15.

The buyer is responsible for return shipping. Damage during return shipment is the buyer's risk. The buyer must send an e-mail before the product is returned.

16.

The cost of returning the product is for the buyer. Unstamped and false returns will not be accepted.

17.

Any loss of a return is entirely the responsibility of the buyer.

18.

We offer to new products the generally applicable warranty associated with the warranty terms and conditions. Historical materials have no warranty unless other arrangements are made.

19.

Charles Nijman Fireplace Antiques cannot be held liable for injury or damage caused by (a defect in) the delivered product, such as injury or damage caused by the breaking, cracking or falling of a fireback or other fireplace accessories. The condition of the fireback or other product is indicated on the website and what purposes the fireback or other product can be used for. How breakage or (further) cracking of a fireback can be limited is also indicated. Charles Nijman Fireplace Antiques is not responsible for damage or injury caused by improper installation of the fireback or by the use of improper installation materials.

20

In case of force majeure, Charles Nijman Fireplace Antiques is not kept to fulfill its obligations to the buyer. The obligation is suspended for the duration of the circumstances.

21.

Force majeure does include:

- Strikes
- Fire
- Non or late delivery by suppliers, couriers or other third parties.
- Faults in the (telecommunications) networks or connections.

22.

Charles Nijman Fireplace Antiques can only be held liable for damages arising from mandatory law rules.

23.

These general conditions are governed by Dutch law.

*Amerongen, 01.08.2017*