

Your Cat's Favourite Spot! The Cat's Trapeze Original!

Original – Stylish - Functional

To Jump - To Sleep - To have Big Fun!!



General terms and conditions of Van der Wurff Producties 2011

1. Applicability

1.1. These terms and conditions apply to all offers and all agreements regarding the webshop (or other) of Van der Wurff Producties; kattentrapeze.nl and catstrapeze.nl.

There is a short version of these general terms and conditions on the website, who also counts.

1.2. In addition to these General Terms and Conditions, explicitly defined Additional Terms and Conditions may apply to certain services and/or products. Should there be deviations between the General Terms and Conditions and the Additional Terms and Conditions, the Additional Terms and Conditions will prevail over the General Terms and Conditions, unless explicitly stated otherwise.

1.3. If any provision of these terms and conditions are invalid or invalidated, the other provisions of these General Terms and Conditions will remain in full force and Van der Wurff Producties and its contracting party will enter into consultation for the purpose of agreeing on new provisions to replace the invalid or invalidated provisions, where the objective and meaning of the invalid or invalidated provision are considered as much as possible.

1.4. Deviation of these General Terms & Conditions is only possible after explicit confirmation by Van der Wurff Producties in writing, in which case the other provisions of these general terms and conditions will remain in full force.

1.5. The applicability of the general terms and conditions invoked by the contracting party is explicitly rejected, unless explicitly confirmed in writing by Van der Wurff Producties

1.6. "Contracting party" is defined as every natural person or legal person with a contractual relationship with Van der Wurff Producties

1.7. The website of Van der Wurff Producties targets the world market. Unless these terms are changing.

1.8. Van der Wurff Producties has the right to adjust these General Terms and Conditions from time to time.

1.9. By using the website of Van der Wurff Producties and/or placing an order, the contracting party accepts these General Terms and Conditions as well as all other rights and duties stated on the website.

1.10. Van der Wurff Producties is allowed to outsource activities to third parties when carrying out an agreement with the contracting party.

2. Offers

2.1. Offers or quotations should be regarded as an invitation to the potential buyer to make an offer. Van der Wurff Produkties is in no way bound such matters, unless explicitly confirmed in writing. Acceptation of the invitation by the potential buyer to make an offer counts as a valid offer and leads only to an agreement in case of fulfilment of the following aspects of this article.

2.2. Specific offers are valid as long as the stock permits.

2.3. A personalised quotation is valid for two (2) weeks, unless another term is mentioned in the quotation.

2.4. An offer from the potential buyer as mentioned in article 2.1 is made when:

- the potential buyer has entered his personal data on the website and the data has been sent electronically to Van der Wurff Produkties and received by Van der Wurff Produkties;
- the potential buyer explicitly indicated the desire, by telephone, to receive a certain product and/or service;
- a quotation is signed by the buyer and received by Van der Wurff Produkties in case Van der Wurff Produkties issued a personalized quotation.

2.5. An agreement, including any change or supplementation hereto, takes first binding effect for Van der Wurff Produkties when a order confirmation has been issued to the buyer, by e-mail or other means. This agreement can be revoked by Van der Wurff Produkties in case the buyer does not meet the requirements or has failed to do so in the past. In that case, Van der Wurff Produkties will report such findings to the buyer within ten (10) days after receiving the order.

2.6. Buyer and Van der Wurff Produkties explicitly agree that, when using electronically means of communication, a valid agreement comes into effect after meeting the requirements specified in article 2.4 and 2.5. In particular the lack of a written signature does not reduce the binding force of the offer and the acceptance thereof. In that case the electronic files of Van der Wurff Produkties count, as far as the law allows, as a presumption of proof.

2.7. Information, images, oral announcements, records, etc. regarding all offers and the most relevant characteristics of the products that are provided by telephone or e-mail are always as accurate as possible. Van der Wurff Produkties does not guarantee that all offers and products completely correspond to the provided information. Deviations can never lead to reimbursement or dissolution of the agreement.

3. Prices

3.1. All prices are expressed in Euros, in accordance with the legal regulations, and include Value Added Tax.

3.2. Special offers are only valid as long as the stock permits.

3.3. The buyer owes the price as defined by Van der Wurff Produkties in the order confirmation in accordance with article 2.5 of these General Terms and Conditions. Any (manipulation) errors in the quotation, such as evident flaws, can be corrected by Van der Wurff Produkties, even after reaching the agreement.

3.4. Transportation costs will be separately mentioned on the website. Special rates apply for deliveries outside the Netherlands.

3.5. When the prices of the offered products and/or services have increased during the period between ordering and execution of the order, the buyer is entitled to cancel the order or dissolving the agreement within ten (10) days after announcement of the price increase by Van der Wurff Produkties

4. Payment

4.1. Orders through the webshop should be paid by 100% down payment. Van der Wurff Produkties can include other payment options in the future. Other payment options will be announced on the website.

4.2. In case Van der Wurff Produkties agreed on an alternative payment period, the expiration of this term automatically leads to the omission of the buyer. Alternative payment periods can only be agreed on in writing under special conditions.

4.3. Non-payment or untimely payment by the buyer leads to a due interest of 1,5% per month, from the day that the payment should have taken place, at which a part of a month counts for a full month.

4.4. The costs, both in and out of court, caused by non-fulfillment, late fulfillment or improper fulfillment of the obligations of the buyer, are payable by the buyer.

4.5. Van der Wurff Produkties is permitted, in case of untimely payment by the buyer, to directly dissolve the agreement or delay the delivery to the moment that the buyer has completed his payment duties, including the payment of due interest and other costs.

5. Delivery and delivery times

5.1. Orders will be delivered as quickly as possible. Van der Wurff Produkties aims to send the products within three days after receiving the order. The final delivery date is 30 days after receiving the order, not including down payments, at which the final delivery date is 30 days after receiving the payment. An agreed delivery time is always indicative and neither a deadline, nor can any rights be derived from exceeding the delivery time. Van der Wurff Produkties can announce information regarding delivery times on the website or by other written means. Such information is always indicative.

5.2. When the buyer orders a product that is temporarily not in stock, an indication of the day that the product will be available will be displayed. Van der Wurff Produkties aims at notifying any delays to the buyer within two working days.

5.3. Deliveries will take place on the address as specified by the buyer during the finalisation of the agreement.

5.4. Immediately after the goods have been delivered, the buyer bears the risk for all direct and indirect damage that maybe caused to or by these goods or components. The buyer also bears the risks of transportation from the moment of delivery.

5.5. Different terms may apply to deliveries outside of The Netherlands.

5.6 Overeenkomsten die aan niet particuliere kopers gerelateerd zijn, kennen afgesproken en ondertekende aanvullende voorwaarden betreffende levering en leveringstijd.

6. Returning products

6.1. Upon delivery of the goods the buyer inspects the conditions of the goods. In case damage has been inflicted to the goods of materials, the buyer will take all possible provisions to obtain compensation from the transporter. Returning products is only possible in combination with an original invoice and original, complete, undamaged and unused products and packaging. The cash value of the delivered goods will be reimbursed.

7. Revoke rights

7.1. The buyer may exercise his revoke right within seven (7) working days after delivery of the product, without penalty and without stating reasons. The buyer can claim guarantee provisions only when the product and the packaging are in original, complete, undamaged and unused conditions. All sent documentation, proof of guarantee and packaging materials should be included in the return delivery.

7.2. Van der Wurff Produkties is never liable for any damage, theft or loss of the product or packaging during the return delivery.

7.3. The costs of the return delivery of the product are for the buyer.

7.4. In case the buyer exercised his revoke right as mentioned in the previous articles, Van der Wurff Produkties will have to reimburse the cash value of the delivered goods within 30 days.

8. Ownership

8.1. The ownership of the goods, whether handled or unhandled, is transferred to the contracting party at the moment that the buyer pays Van der Wurff Produkties the full amounts payable pursuant to the agreement, including interest, costs and damages from products and/or services from this order, previous orders and future orders.

8.2. The buyer is not permitted to print or resell the products, even after the ownership of the goods have been transferred to the buyer.

9. Resale

9.1 The purchaser is prohibited to use the goods it delivered in a different way than the original state, without permission in writing from Van der Wurff Productions.

9.2 The Purchaser is prohibited to use the delivered goods for commercial purposes (selling to third parties), without permission in writing from Van der Wurff Productions.

9.3 In case of violation of the provisions of this article the purchaser forfeits a penalty of € 1500.00 for each violation.

10 Guarantees and liability

10.1. Guarantee provisions by Van der Wurff Produkties for the delivered goods are limited to the guarantee that is given to Van der Wurff Produkties by the supplier or manufacturer concerned.

10.2. Van der Wurff Produkties is never bound to financially compensate the buyer or other parties, unless the damage was caused by intention or guilt. Van der Wurff Produkties is not liable for any indirect loss or damage incurred or damage regarding loss of income or profit.

10.3. In case Van der Wurff Produkties is obliged to financially compensate the buyer, the amount will always be limited to the invoice amount related to the product and/or service that caused the damage.

10.4. The guarantee of Van der Wurff Produkties does not apply if:

- * the defects are (partly) the result of normal wear, injudicious or incorrect handling or use, injudicious or incorrect maintenance
- * the product is employed for purposes other than normal purposes or used incorrectly
- * the buyer or the end user does not strictly observe the operating instructions provided by Van der Wurff Produkties
- * the original invoice is missing, modified, or made unreadable.

9.5. When the guarantee provisions are exercised, Van der Wurff Produkties can do the following:

- * adjust the amount on the invoice;
- * replace the delivered item by an article with equal specifications, or repair the delivered item, in which case the delivered item should be sent back to Van der Wurff Produkties
- * take back the delivered item and revoke the agreement, while reimbursing the paid amount by the buyer, without being obliged to financially compensate the buyer for any damage. The buyer is obliged to give Van der Wurff Produkties three possibilities to repair any deficiencies.

10.6. The buyer does not hold Van der Wurff Produkties liable for any claims resulting from third parties, unless the law strictly prohibits such damages and costs to be accounted to the buyer.

10.7. It is possible that Van der Wurff Produkties places links on its website to other websites that could of interest for a visitor. Such links are solely informative. Van der Wurff Produkties is not liable for the content of the linked websites or the usage thereof.

11. Force majeure

11.1. In case of force majeure, Van der Wurff Produkties is not obliged to fulfill its obligations to the buyer. The respective obligations will be postponed for the entire duration of the force majeure.

11.2. In these terms and conditions, force majeure is understood to mean any circumstance that is independent of the will of Van der Wurff Produkties, even if this could have been foreseen when the agreement was entered into, which temporarily or permanently hinders the fulfillment of the agreement, including but not limited to war, a threat of war, civil war, riots, industrial actions, work member exclusion, transport difficulties, fire, days not worked because of unsuitable weather and other disruptions to the business of Van der Wurff Produkties or its suppliers.

12. Intellectual property

12.1. The buyer explicitly acknowledges that all intellectual or industrial property rights relating to the products to be delivered pursuant to the agreement and or associated designs, documentation, reports, offers and associated preparatory material lie exclusively with Van der Wurff Produkties, suppliers or other entitled parties.

12.2. Intellectual property rights include patents, copyrights, trademarks and other (intellectual property) rights, including technical and commercial know-how, methods and concepts.

12.3. The buyer is not allowed to modify any intellectual property rights as described in this article, for instance multiplication without explicit written approval from Van der Wurff Produkties, its suppliers or other entitled parties. Legal action will be taken to violations.

13. Personal data

13.1. Van der Wurff Produkties will process the personal data of the buyer in accordance with her privacy statement, which is included in the website.

13.2. Van der Wurff Produkties fully respects the applicable laws and regulations regarding the processing of personal data.

14. Applicable law

14.1. Dutch law applies to the offers/agreement and further agreements.

14.2. The applicability of the Vienna Sales Convention (CISG) is explicitly excluded.

14.3. All disputes, of whatever nature – including those that are only considered by one of the parties as such – which occur with reference to the offer/agreement and further agreements between the parties, are settled by a competent court in the Netherlands, unless the law explicitly appoints another court.

14.4. The Dutch version of these general terms and conditions prevails at all time in case of disputes with regard to the interpretation and purpose of these terms and conditions.

15. Miscellaneous

15.1. Van der Wurff Produkties resides at (3815 AK) Amersfoort, Kwartelstraat 5 and is registered at the Chamber of Commerce in Amersfoort under number 3149226. Please send all correspondence regarding these General Terms and Conditions to Van der Wurff Produkties at the address mentioned above or the e-mail address mentioned on the website.

15.2. The Van der Wurff Produkties is available for information on working days at the e-mail address mentioned on the website.

15.3. Van der Wurff Produkties aims to answer received e-mails within one working day.



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Really exciting!! Really Cool!!