

Article 1 – Definitions

1. **Hervinter**
The company engaged in the purchase and sale of second-hand (Danish) furniture, based in the Netherlands.
 2. **Buyer**
Any natural person (consumer) or legal entity entering into an agreement with Hervinter.
 3. **Product(s)**
The furniture, home accessories and other goods offered by Hervinter.
 4. **Agreement**
Any arrangement between Hervinter and the Buyer, including sales, delivery and price agreements.
 5. **Written**
Communication by e-mail, WhatsApp or other durable means of communication.
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Article 2 – Applicability

1. These Terms & Conditions apply to all quotations, offers, sales, deliveries and agreements issued by Hervinter.
 2. Deviations are only valid if explicitly confirmed in writing by Hervinter.
 3. The Buyer's own terms and conditions are expressly excluded.
 4. If any provision is deemed invalid, the remaining provisions remain in force. Hervinter will replace the invalid provision with one that closely reflects the intended purpose and is legally valid.
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Article 3 – Offer and Condition of Products

1. All offers are non-binding and subject to errors, withdrawal and availability.
2. Hervinter sells second-hand products. These items may show signs of use, age-related characteristics and normal wear.
3. Photos and descriptions serve as indications only; colour display may vary across screens.
4. The Buyer acknowledges that second-hand products may differ from new products in quality, appearance and condition.

5. For business Buyers, products are sold strictly in their current condition ("as is").
 6. For consumers, statutory conformity (Section 7:17 Dutch Civil Code) applies. Limitations in these Terms do not override mandatory consumer rights.
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Article 4 – Formation of the Agreement

1. An agreement is formed once Hervinter confirms the order in writing or has commenced execution of the order.
 2. Hervinter reserves the right to decline an order without providing a reason.
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Article 5 – Website Orders & Delivery Pricing (WhatsApp Confirmation)

1. For website orders including delivery, the delivery price shown online is always provisional.
 2. The final delivery price is determined exclusively through a written agreement via WhatsApp.
 3. The delivery agreement becomes valid only after the Buyer confirms the WhatsApp delivery price in writing.
 4. If the Buyer does not respond, Hervinter may suspend delivery or cancel the entire order.
 5. Additional costs (stairs, difficult access, parking fees, waiting time, extra labour etc.) may be charged and will also be confirmed via WhatsApp.
 6. If the Buyer chooses collection instead of delivery, the sale remains valid and only the delivery component is cancelled.
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Article 6 – Prices and Payment

1. All products are sold under the Margin Scheme for Used Goods (Article 28b of the Dutch VAT Act).
No VAT is shown on the invoice, and VAT cannot be reclaimed. The price is a total price according to the margin scheme.
 2. Payment must be completed before delivery or collection, unless agreed otherwise.
 3. In case of late payment, the Buyer is in default by operation of law and Hervinter may suspend or cancel the order.
 4. Collection costs (debt recovery) may be charged in accordance with Dutch law.
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Article 7 – Delivery and Risk

1. Delivery takes place at the address provided by the Buyer or via collection by appointment.
 2. Delivery times are indicative and not binding.
 3. The risk of loss or damage transfers to the Buyer at the moment of physical delivery or collection.
 4. The Buyer is responsible for ensuring proper access and measurements. Hervinter is not liable for damage to property if the access route proves unsuitable.
 5. If the Buyer is absent at the scheduled delivery time, additional costs may be charged.
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Article 8 – Retention of Title

Products remain the property of Hervinter until the Buyer has paid in full. The Buyer may not resell, pledge or encumber the products before full payment.

Article 9 – Warranty, Conformity and Liability

A. Consumers

1. Consumers retain statutory rights regarding conformity.
2. Liability limitations do not apply where contrary to mandatory consumer law.

B. Business Buyers

1. Products are sold strictly “as is”.
2. Hervinter excludes all warranties for business Buyers.

C. General Provisions

1. Hervinter is not liable for damage resulting from improper use, natural wear, age, discolouration, environmental conditions or indirect damage.
 2. Hervinter’s liability is limited to the invoice value of the product concerned.
 3. This limitation does not apply in cases of gross negligence, intent, personal injury or statutory product liability.
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Article 10 – Complaints

1. The Buyer must inspect the products immediately upon receipt.
2. Visible defects must be reported within 48 hours.

3. Hidden defects must be reported within 7 days after discovery.
 4. Failure to report in time may result in loss of rights where legally permitted.
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Article 11 – Right of Withdrawal

1. For online purchases, consumers have a 14-day right of withdrawal, subject to statutory exceptions.
 2. Hervinter may charge depreciation if the product has been used beyond what is necessary to determine its nature and functionality.
 3. The right of withdrawal may be limited for unique second-hand items, provided this is communicated clearly in advance.
 4. Business Buyers do not have a right of withdrawal.
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Article 12 – Returns

1. Returns are only accepted with prior written approval from Hervinter or under statutory withdrawal rights.
 2. Return shipping costs are borne by the Buyer unless agreed otherwise.
 3. Hervinter may apply a depreciation deduction if the product is returned in deteriorated condition.
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Article 13 – Force Majeure

1. Hervinter is not liable for delays or damages caused by force majeure.
 2. Force majeure includes, but is not limited to: illness, transport issues, fire, IT failures, government action, natural disasters and other circumstances beyond Hervinter's control.
 3. In the event of force majeure, no compensation can be claimed.
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Article 14 – Privacy

Hervinter processes personal data in accordance with the GDPR and will only share data where required for contractual execution or legal obligations.

Article 15 – Applicable Law and Disputes

1. Dutch law applies to all agreements.

2. Consumers may submit disputes to the court in their place of residence if legally required.
 3. For business Buyers, the competent court is the court in the district where Hervinter is established.
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Article 16 – Final Provisions

Hervinter may amend these Terms & Conditions. New versions apply to new agreements and are available upon request.