

Terms & Conditions Skunk Gear

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These Terms and Conditions only apply for consumers.

[Business customers can download the business terms & conditions here.](#)

Terms & Conditions Consumers:

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Article 1 - Definitions

In these conditions shall apply:

1. **Additional agreement:** means an agreement whereby the consumer products, digital content and / or services acquired in connection with a distance contract and these goods, digital content and / or services are provided by the Entrepreneur or by a third party on the basis of an agreement between the third party and the Entrepreneur;
2. **Reflection period / cooling-off period:** The period within which the consumer can make use of his right of withdrawal;
3. **Consumer:** the natural person who is not acting for purposes relating to his trade, business, craft or profession; is often indicated by "he", but both male and female persons are referred to.
4. **Day:** calendar day;
5. **Digital content:** means data which is produced and supplied in digital form;
6. **Term Agreement:** an agreement that extends to the regular delivery of goods, services and / or digital content for a certain period;
7. **Durable medium:** any device - including email - that enables the consumer or business to store information addressed personally to him in a way that future consultation or use for a period that is tailored to the purpose for which the information is intended, and that makes unaltered reproduction of the stored information possible;

8. **Right of withdrawal:** the ability of the consumer to withdraw within the reflection period of the contract;
9. **Entrepreneur:** the natural person or legal person, who offers products, (access to) digital content and / or services to consumers;
10. **Distance contract** a contract in which, up to the conclusion of the contract, exclusive use is made of one or more technologies of distance communication within the scope of the system organised by the Entrepreneur for distance sale of products and/or services
11. **Model withdrawal form:** [the European model form for withdrawal](#); Download it [HERE](#).
12. **Technology for distance communication:** a means to be used for concluding an agreement, without the consumer and the entrepreneur being together in the same place at the same time.

Article 2 - Identity of the Entrepreneur

Skunk Defence B.V., acting as Skunk Gear, www.skunkgear.nl en www.skunkgear.com
Hanedoos 9
1734NC Oude Niedorp
the Netherlands

+31618714460
info@skunkgear.com

KVK / COC : 72800747
BTW / VAT: NL859241324B01

Article 3 - Applicability

1. These general conditions apply to every offer of the entrepreneur and any agreement reached at a distance between entrepreneur and consumer.
2. Before the distance contract is concluded, the text of these general conditions is made available to the consumer. If this is not reasonably possible, the entrepreneur, before concluding the distance contract, indicates how to get the terms and conditions at the entrepreneur's premises and that they will be sent free of charge as soon as possible, at the request of the consumer.
3. If the distance contract is concluded electronically, notwithstanding the previous paragraph and before the distance contract is concluded, the text of these terms and conditions is to be made available electronically to the consumer in such a way that it can be stored by the consumer on a durable medium in an easy way. If this is not reasonably possible, before the distance contract is concluded, the entrepreneur will indicate where to get hold of the general conditions electronically and that they will be sent free of charge at the request of the consumer electronically or otherwise.
4. In the event that besides these general conditions also specific product or service conditions apply, the second and third paragraph shall apply and the consumer in case of conflicting terms always rely on the applicable provision for him the most is favorable.
5. Changes reserved.
6. This English version of the Terms & Conditions is a translation of the Dutch version. In case of a translation mistake or error, the Dutch version is the master version and does always qualify.

Article 4 - The offer

1. If an offer has a limited duration or is subject to conditions, this will be explicitly stated in the offer.
2. The offer includes a complete and accurate description of the offered products, digital content and / or services. The description is sufficiently detailed to allow a proper assessment of the offer by the consumer. If the entrepreneur uses images, these are a true reflection of the products, services and / or digital content. Obvious mistakes or errors in the offer are non obliging.

3. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to accepting the offer.

Article 5 - The contract

1. The agreement, subject to the points of paragraph 4, is concluded at the time that the consumer accepts the offer and meets the corresponding conditions.
2. If the consumer has accepted the offer electronically, the entrepreneur will immediately acknowledge electronic receipt of acceptance of the offer. Until receipt of this acceptance has not been confirmed by the entrepreneur, the consumer may dismiss the contract.
3. If the agreement is created electronically, the entrepreneur will take appropriate technical and organizational measures to protect the electronic transfer of data and ensure a safe web environment. If the consumer can pay electronically, the entrepreneur will take appropriate safety precautions.
4. The entrepreneur can - within the law - inform whether the consumer can meet its payment obligations, and of all those facts and factors relevant to a sound conclusion of the distance contract. If the entrepreneur under this investigation was justified in not concluding the contract, he is entitled to refuse or to attach special conditions to the execution of an order or request.
5. The entrepreneur will, lastly upon delivery of the product, service, or digital content to the consumer, provide the following information in writing or in such a way that it can be stored in an accessible manner by the consumer on a durable medium:
 - a. the address of the establishment of the business where consumers can make complaints;
 - b. the conditions and how the consumer can exercise the right of withdrawal, or a clear statement regarding the excluded from the right of withdrawal;
 - c. information about guarantees and after sales service;
 - d. the price including all taxes of the product, service, or digital content; where applicable, the cost of delivery; and the method of payment, delivery or execution of the distance contract;
 - e. the requirements for termination of the contract if the contract has a duration of more than one year or is indefinite;
 - f. if the consumer has a right of withdrawal, the model withdrawal form.
6. In the event of an extended transaction, the provision in the previous paragraph applies only to the first delivery.
7. Ideas, concepts, specifications and designs or parts thereof remain at all times (intellectual) property of the entrepreneur.

Article 6 - Right of withdrawal

For products:

1. The consumer may withdraw with respect to the purchase of a product during a cooling-off period of 14 days without giving reasons. The entrepreneur may ask the consumer to the reason for withdrawal, but not oblige to stating his reason(s).
2. The time for reflection from Paragraph 1 shall begin on the day after the consumer, or a by the consumer pre-designated third party other than the carrier, has received the product, or:
 - a. in the same order as the consumer has ordered several products: the day on which the consumer or a third party designated by consumer, has received the final product. The entrepreneur may, provided that he has informed the consumer prior to the ordering process in a clear manner, refuse an order of multiple products with different delivery time.
 - b. When the delivery of a product consists of multiple lots or pieces: the day on which the consumer or a third party designated by consumer, has received the last shipment or the last part;
 - c. When the contract is for regular delivery of goods during a certain period, the day on which the consumer or a third party designated by consumer, the first product has received.

For services:

3. The consumer may cancel during at least 14 days without giving any reason. The entrepreneur may ask the consumer for the reason of withdrawal, but can not oblige to stating his reason(s).

4. The cooling-off period referred to in paragraph 3 shall commence on the day following the conclusion of the agreement.

Prolonged waiting periods for products and services by not informing about the right of withdrawal:

5. If the entrepreneur has not provided the information required by law on the right of withdrawal and the model withdrawal form, the reflection period will expire twelve months after the end of the original selection period, in accordance with the preceding paragraphs of this article.

6. If the entrepreneur has provided the consumer with the information, referred to in the preceding paragraph, within twelve months after the date of the initial reflection period, the reflection period expires 14 days after the day on which the consumer receives that information.

Article 7 - Obligations of the consumer during the reflection period

1. During the reflection period, the consumer will treat the product and packaging well. He will only unpack or use the product to the extent necessary to establish the nature, characteristics and functioning of the product. The basic principle is that the consumer can handle and inspect the product as he would be allowed to do in a physical shop.

2. The consumer is liable for the decline in value of the product, that is the result of a way of dealing with the product beyond permitted in paragraph 1.

Article 8 - Exercise of the right of withdrawal by the consumer and the costs

1. If the consumer exercises his right of withdrawal, he shall report this within the cooling-off period by using the standard withdrawal form or any other unequivocal manner, to the entrepreneur.

2. As soon as possible, but within 14 days from the day following the notification referred to in paragraph 1, the consumer shall send the product back, or he hands it to (a representative of) the entrepreneur. This does not apply if the entrepreneur has offered to collect the product. The consumer has in any case observed the transport period as to return the product before the period has expired.

3. The consumer shall return the product in unused resaleable condition with all accessories, if reasonably possible in original condition and packaging, and in accordance with the reasonable and clear instructions provided by the entrepreneur. Nothing may indicate that the product is used. In that case, the entrepreneur may choose not to accept the return.

4. The risk and the burden of proof for the correct and timely exercise of the right of withdrawal is entirely for the consumer.

5. The consumer bears all the direct costs of returning the product. This also includes any packaging costs. If the entrepreneur indicates to bear the costs himself, the consumer does not have to bear the cost of return. Unstamped or not sufficiently stamped returns will be refused.

6. The entrepreneur is not responsible for any lost or damaged personal items, sent with a return.

7. If the consumer exercises his right of withdrawal, any ancillary contracts shall be automatically dissolved.

Article 9 - Obligations of the entrepreneur in case of withdrawal

1. If the entrepreneur enables electronic notification of withdrawal by the consumer, he sends the consumer a message with acknowledgment immediately upon receipt.

2. The entrepreneur shall reimburse all payments made by the consumer, including any delivery costs charged by the entrepreneur for the product, within 14 days after the day on which the consumer notifies the withdrawal. Unless the entrepreneur offers to collect the product itself, he may refrain the payment until he has received the product, whichever is earlier.

3. The entrepreneur uses the same currency the consumer paid with, to repay the consumer, unless the consumer agrees to a different method. The reimbursement is free of costs for the consumer.

4. If the consumer has opted for a more expensive method of delivery than the cheapest standard delivery, the entrepreneur does not have to repay the additional costs for the more expensive method.

Article 10 - Exclusion of right of withdrawal

The entrepreneur may exclude the following products and services from the right of withdrawal, but only if the entrepreneur clearly states this in the offer and during the time for the conclusion of the agreement:

1. Products or services whose price depends on fluctuations in the financial markets on which the entrepreneur has no control, which may occur within the withdrawal period;
2. Agreements concluded at a public auction. A public auction means a method of sale where goods, digital content and / or services offered by the entrepreneur to the consumer, who attends or is given the opportunity to be personally present at the auction, conducted by an auctioneer and where the successful bidder is obliged to accept products, digital content and / or services;
3. Service contracts after full implementation of the service, but only if:
 - a. the performance has begun with the express prior consent of the consumer; and
 - b. consumer stated that he loses his right of withdrawal once the contract is fully performed the entrepreneur;
4. Manufactured products, according to the consumer's specifications, which are not prefabricated and are manufactured on the basis of individual choices or decisions by the consumer, or clearly intended for a specific individual;

Article 11 - The price

1. During the period mentioned in the offer, the prices of the products and / or services will not be increased, except for price changes due to changes in VAT rates.
2. Notwithstanding the preceding paragraph, products or services, whose prices are subject to fluctuations in the financial market and where the entrepreneur has no control, can be offered at variable prices. These fluctuations and the fact that the price can change, are stated at the offer.
3. Price increases within 3 months after the conclusion of the contract are only allowed if they result from legislation or regulations.
4. Price increases from 3 months after the conclusion of the contract are only allowed if the entrepreneur has agreed and:
 - a. they are the result of legislation or regulations; or
 - b. the consumer has the right to terminate the agreement as of the date the increase takes effect.
5. The products or services mentioned in the offer include VAT.

Article 12 - Conformity and Warranty extension

1. The entrepreneur guarantees that the products and / or services meet the contract specifications stated in the offer, the reasonable requirements of reliability and / or usability and the existing laws on the date of the conclusion of the agreement provisions and / or government regulations.
2. An extended warranty presented by the entrepreneur, its supplier, manufacturer or importer never restricts the legal rights and claims that can enforce the consumer under the contract against the entrepreneur if the entrepreneur has failed to fulfill its part of the agreement.
3. additional guarantee means any undertaking by the entrepreneur, its supplier, importer or producer, certifying that certain rights or claims to consumers go beyond which it is required by law in case he has failed to fulfill its part of the agreement.

Article 13 - Delivery and execution

1. The entrepreneur 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 makes known to the entrepreneur.

3. Subject to what is stated in Article 4 of these terms and conditions, the entrepreneur will execute accepted orders immediately but not later than within 30 days, unless a different delivery period is agreed. If delivery is delayed or if an order is not or only partially carried out, the consumer receives notice hereof within 30 days after placing the order. In this case the consumer has the right to terminate the contract without penalty and will be entitled to possible compensation.

5. After dissolution in accordance with the preceding paragraph, the entrepreneur refunds the amount that the consumers paid immediately.

4. For products and orders which are made according to the consumer's specifications, where the product is manufactured on demand for the consumer, waiting time may be longer than stated in paragraph 3. The entrepreneur will make an estimate and communicates this to the consumer.

6. The risk of damage and / or loss of products rests with the entrepreneur until the time of delivery to the consumer or a pre-designated (and the entrepreneur announced) representative, unless otherwise expressly agreed.

7. The consumer is responsible for all costs resulting from additional taxes, import duties, excise taxes and other expenses, which are not part of a normal delivery.

8. When a consumer misinforms the entrepreneur in relation to a delivery address, any additional (shipping) costs are made by the consumer.

Article 14 - Warranty

The entrepreneur warrants defects in materials used or errors made in the manufacturing of products.

The following points apply:

1. Warranty applies only during normal use of the product by the consumer.

2. "Lifetime" refers to the life of the product, not the consumer's life.

3. The entrepreneur does not guarantee against normal wear and tear of the products.

4. In case of warranty, the entrepreneur replaces, repairs or refunds the product without additional costs to the consumer.

5. The decision to repair, replace or refund lies solely with the entrepreneur.

6. In the case that the entrepreneur chooses to replace a product, a 100% identical product can not be guaranteed. The entrepreneur is responsible to provide a similar or better product.

7. Examples of items that are NOT covered by the warranty are:

- Holes, cuts and tears in the fabric by misuse.

- Damage to the zipper tapes.

- Damage made by an airline company or other transit damage.

- Eaten or chewn parts by animals or vermin.

- Damage caused by washing machines.

- Discoloration, stains and scratches.

- Damage by fire or smoke.

- Damaged buckles or other plastic hardware and flaking coatings.

- Incidental or consequential damages. Loss or damage to contents or other things, people or animals, missed flights, loss of use, loss of time etc.

8. In case of warranty, the consumer first contacts the entrepreneur and provides clear information about the problem. Only after clear instructions of the entrepreneur, a product can be returned.

8. Products that are returned must be sent clean and well packaged. The entrepreneur may refuse the return and further processing of the warranty for dirty and / or unsanitary items.

9. The risk and the burden of proof for the correct and timely return lies with the consumer.

10. The entrepreneur takes care to allow the processing of the guarantee as soon as possible. He does his best to keep the consumer informed about the progress of repairs.

Article 15 - Payment

1. Unless otherwise provided in the agreement or additional terms, the amounts owed by the consumer are to be paid within 14 days after the start of the cooling-off period, or in the absence

of a cooling-off period within 14 days after the conclusion of the agreement. In case of a contract to provide a service, this period commences on the day after the consumer has received the confirmation of the agreement.

2. When selling products to consumers, consumers in terms are never required to advance payment of more than 50%. If payment is agreed, the consumer may not assert any rights regarding the implementation of the order or service (s) before the advance payment has been made.

3. In the following cases, 100% deposit is required; paragraph 2 does not apply to them:

- Products manufactured according to specifications of the consumer,
- Products that are not prefabricated and are made upon request.
- Products or modifications are made on the basis of an individual choice or decision by the consumer, or clearly intended for a specific individual;

4. The consumer has the duty to inform the entrepreneur about inaccuracies and / or mistakes in the payment information.

5. If the consumer is unable to meet his payment obligation(s) mentioned above and after the entrepreneur has identified the late payment, the entrepreneur grants a period of 14 days to the consumer in which to comply with his payment obligations. After failing to pay within this 14-day period, the outstanding amount, the legal interest and additional costs will also be for the consumer. The entrepreneur is entitled to charge the extrajudicial collection costs made. These collection costs will not exceed 15% of outstanding amounts to € 2,500; 10% on the next € 2,500 and 5% on the next € 5,000 with a minimum of € 40, =. The entrepreneur can differ from these amounts and percentages to the consumers benefit.

Article 16 - Complaints

1. The entrepreneur has a well-publicized complaints procedure and deals with complaints under this procedure.

2. Complaints about the order must be made within a reasonable time after the consumer discovers the defects, and consumers describes and submits this fully and clearly to the entrepreneur.

3. The entrepreneur answers to complaints within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the entrepreneur answers within the period of 14 days with a notice of receipt and an indication that the consumer can expect a more detailed answer.

4. If the complaint cannot be resolved by mutual agreement within a reasonable time or within 3 months after the filing of the complaint, it will create a situation that is subject to dispute.

Article 17 - Disputes

Contracts and deals made between the entrepreneur and the consumer within these terms refer only to Dutch law.

Article 18 - Additional or different terms

Additional or different terms may not be unfavourable to the consumer and should be recorded in writing or may be stored in an accessible manner on a durable medium in such a way that they are accessible to the consumer.