

1. All contacts and correspondence after order should be maintained per e-mail with **BarbMama Design** by **info@BarbMama.nl**.
2. Verbal agreements, in whatever form, are only binding after they have been confirmed in writing by BarbMama Design.
3. These conditions apply to any offer, the website and any agreement between BarbMama Design and the client.
4. All bids and offers of BarbMama Design are non-binding and if a offer has a limited duration or has specific conditions, this will be explicitly stated in the offer.
5. The offer contains 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 client. If BarbMama Design uses images, these are a true reflection of the products, services and / or digital content on the understanding that the offered items are always in used condition and must be as such interpreted by the client. Not every use trail is visible in the picture, and color accuracy also depends on screen where the picture is displayed, therefore can't BarbMama Design guarantee exact colours.
6. Each offer contains such information that it is clear to the client what the rights and obligations associated with the acceptance of the offer are. By BarbMama Design communicated prices are always based on pickup by the client at the address of BarbMama Design, Noorddammerweg 83 unit 24, 1187ZS Amstelveen, the Netherlands.
7. BarbMama Design can not be held to its offers if the client can reasonably understand that the bids or offers, or any part thereof, contains an obvious mistake or writing error. In the offer mentioned prices, as well as those mentioned on the website are exclusive of VAT, unless otherwise stated.
8. BarbMama Design will take the greatest possible care when receiving, judging and implementing orders for products and when assessing applications for the provision of services.
9. When BarbMama Design accepts an order including delivery to the address of the client, then the delivery part of the order will only be noted as an additional service which will be commissioned out of the name of the client towards expeditors, transporters or other third parties over which BarbMama Design bears no responsibility other than proper exchange of data delivery. To speed up the delivery BarbMama Design will pass on the costs of delivery to the customer and pay to the transporter/carrier, but BarbMama Design accepts no liability for this service. Customer is obliged to conclude a transport damage insurance or to bear the risk of transport damage.
10. Regardless of what is stated in paragraph 5, BarbMama Design will deliver accepted orders as soon as possible but not later than within 30 days after final ordering. Unless another delivery time is agreed on which concerns an international groupage delivery. If delivery is outsourced and is delayed, or when an order can not or only partially be executed, the client receives a message within 30 days after his final order. Costs for a new delivery-order will be for the client.
11. The risk of damage and / or loss of products rests with the client unless otherwise agreed on.
12. Price quotations are only and always for the entire order. Different rates will be mentioned for a part or parts of the order and such are only accepted in a new written and signed contract. For each assignment we offer exclusive prices and offers.
13. If there is a certain time and termin agreed on and mentioned in the order, those will never be an absolute term. By exceeding the limit the client should send a written claim to BarbMama Design. In this claim the client needs to allow BarbMama Design to carry out the order and/or work in a reasonable period.
14. Changes or cancellations:
  - if the order is not offered by third parties for delivery: a minimum amount of € 50, - as an administrative fee.
  - if the order for delivery is offered by third parties: minimum amount of € 50, - plus compensation of transportation costs.
15. The client requires and is responsible for all necessary data, papers / permits / contracts / statements or douane paperwork, which are necessary for the execution of the contract. And they need to be available in time for BarbMama Design. Any costs and / or costs arising from the lack of those are for the client.
16. If during the execution of the order it is necessary for the proper implementation to change or to supplement the order, then parties will proceed swiftly and in mutual agreement to amend the first agreement. If the nature, scope or content of the agreement, whether or not to request or appointment of the client and / or the competent authorities, etc., is amended and the contract would be qualitatively and / or quantitatively changed, this may have consequences for what was originally agreed. This may also increase or decrease the amount originally agreed. BarbMama Design will as much as possible send price-quotations upfront. By amending the agreement it may also change the initial period of execution of the order. The client accepts the possibility of amending the agreement, including the change in price and time of execution.
17. It is therefore possible that the supplied materials, parts, model, color and / or design show slight deviations from the displayed products. This is not the responsibility of BarbMama Design.
18. If it appears that due to unpredictable circumstances the agreement on spare parts is not complete or is not exactly doable, then adjustments are made to reasonable consultation with the least possible deviation and delay, and at the lowest possible costs.
19. If BarbMama Design and the client agree a fixed price, then BarbMama Design is at all times entitled to increase this amount, without the client being entitled to terminate the agreement, if the increase of the price is resulting from a power or duty under the law or regulations, or if this is caused by an increase in the price of raw materials, wages, etc. or other grounds that were not reasonably foreseeable at the conclusion of the agreement.
20. BarbMama Design is authorized to suspend or terminate the agreement on the fulfillment of the obligations, if:
  - The client does not fully or timely comply with the obligations under the agreement.
  - If any circumstance will appear after closing the agreement will lead to fear that the client can not fulfill his obligations;
  - If the client at the conclusion of the agreement was requested to provide proof of his possibility to be able to fulfill his obligations of the agreement and this proof lacks, fails or is insufficient;
  - If BarbMama Design enters one for her business, employers and / or affiliates will be pulled into an aggressive or otherwise threatening situation;
  - If delay on the part of the client leads to a situation that BarbMama Design no longer will be able to fulfill the agreement under the terms originally agreed on.
21. If the agreement is terminated due to the client than are all claims of BarbMama Design on the client immediately due and payable. If BarbMama Design proceeds to suspension or dissolution, BarbMama Design is in no way liable for damages and / or costs that incur in any way.
22. If the client fails to fulfill its obligations and this failure justifies dissolution, then BarbMama Design is entitled to terminate the agreement with immediate effect without any obligation or compensation in any way whatsoever. The client is in such a situation indebted to pay compensation to BarbMama Design.
23. The customer may be requested to make a down payment to 50% on the account of BarbMama Design. Final payment should always be paid at or before the delivery time by bank or in cash. If full down payment is agreed, the client may not assert any rights regarding the execution of the order or service (s) before the down payment has been made.
24. Upon delivery the client needs to check on visible damage, defects or shortcomings and immediately report to BarbMama Design and simultaneously to transport insurer which the client had chosen. Furthermore, the client is obliged to investigate immediately after delivery whether the agreement is properly implemented and send BarbMama Design an email (info@barbmama.nl) if that has not been the case to the client's opinion. Client must thereby provide photos for evidence. The customer must give BarbMama Design the opportunity to investigate a complaint. Complaints being processed do not allow the client to suspend their payment.
25. For almost all our offered objects and pieces of furniture apply the special arrangements for second-hand / used (margin) products. VAT is not applicable to them. All products are used and lived. BarbMama Design therefore gives no guarantee on the products.
26. The client has the right to exchange at BarbMama Design within 3 days after receipt, provided that these products have equivalent money value. It never follows a monetary refund. Shipping costs for returning and shipping costs for new delivery are always borne by the customer and this rule applies only if the object will be returned in the exact same condition as is was when leaving BarbMama for first shipment towards the client. Products with (transportation) damage are not covered by this scheme.
27. BarbMama Design is not responsible for any failure related to the order if its causes can not be attributed to BarbMama Design, or if it is not due to its fault, or if under the law, the agreement or beliefs prevailing in economic traffic does not come at its expense. This includes at least deficiencies due to "force majeure" in BarbMama Design, or suppliers or third parties enabled by BarbMama Design.
28. The liability of BarbMama Design is limited to services, materials and components specified in the order, therefore it is not liable for transport damages, consequential damages, damages for loss of time, or other damage that may arise from service delivery to be made.
29. The client releases BarbMama Design for any responsibility and liability for any third-party, suffering in connection with the execution of the agreement and whose cause other than attributable to BarbMama Design. If third party's claim at BarbMama Design than the client shall fully forward BarbMama Design and take over it's place of BarbMama Design. As well in court as well out of court. Should the Client fail to act and / or take adequate measures, then BarbMama Design, will be entitled doing so, without notice. All costs and damages on the part of BarbMama Design and others are for the account and risk of the client.
30. If BarbMama Design fails in the execution of the agreement and causes damage, it's responsibility will stay limited to an amount which is proportionate to the agreed purchase price with the client and shall never exceed the purchase price. If the damage and the risk in a specific case is covered by the insurance policy by BarbMama Design, then its liability is limited to a maximum of € 1.134.450,- per incident. The Client is obliged wherever possible to avoid and reduce damage.
31. The client must perform its payment under the agreement. In case of doubt about his payment, the client may be required to proof his credibility and it might be heading towards suspension of the execution of the agreement until that certainty has been obtained. Due to security risks and the additional costs of insurance BarbMama Design will accept cash payments though the extra costs amount to 5% and have to be paid simultaneously by the client with the remaining amount.
32. If the payment is not made according to the agreement, the client owes an interest of 1% per month, calculated from the date of commencement of the payment obligation. In addition, client agrees with the right of BarbMama Design to charge extrajudicial collection costs to the client.
33. Use of the website and is there presented "links" is at your own risk of the client and / or visitor of the website.
34. All agreements will be made in Dutch if there are any translations in other languages, the Dutch interpretation, text and law always prevail. Translations in other languages are just service of BarbMama Design but interpretation or translation failures are not the liability of BarbMama Design. This includes these exact "terms and conditions". All disputes arising directly or indirectly resulting from agreements concluded between the client and BarbMama Design agreements apply only to the Dutch law. Any disputes will be assessed by the competent court in Amsterdam to the exclusion of other courts, except in those cases in which another judge is competent under the rules of mandatory law.