

Definitions

1. Narwhal Rainbow Alliance : Stichting Narwhal Rainbow Alliance , established in Amsterdam , Chamber of Commerce no. 88826414.
2. Customer: the party which Narwhal Rainbow Alliance has entered into an agreement with.
3. Parties: Narwhal Rainbow Alliance and customer together.
4. Consumer: a customer who is an individual acting for private purposes.

Applicability

1. These terms and conditions will apply to all quotations, offers, activities, orders, agreements and deliveries of services or products by or on behalf of Narwhal Rainbow Alliance .
2. Parties can only deviate from these conditions if they have explicitly agreed upon in writing.
3. The parties expressly exclude the applicability of supplementary and/or deviating general terms and conditions of the customer or of third parties.

Prices

1. All prices used by Narwhal Rainbow Alliance are in euros, are inclusive of VAT and exclusive of any other costs such as administration costs, levies and travel-, shipping- or transport expenses, unless expressly stated otherwise or agreed otherwise.
2. Narwhal Rainbow Alliance is entitled to adjust all prices for its products or services, shown in its shop, on its website or otherwise, at any time.
3. The parties agree on a total price for a service provided by Narwhal Rainbow Alliance . This is always a target price, unless the parties have explicitly agreed upon in writing on a fixed price, which cannot be deviated from.
4. Narwhal Rainbow Alliance is entitled to deviate up to 10% of the target price.
5. If the target price exceeds 10%, Narwhal Rainbow Alliance must let the customer know in due time why a higher price is justified.
6. If the target price exceeds 10%, the customer has the right to cancel the part of the order that exceeds the target price by 10%.
7. Narwhal Rainbow Alliance has the right to adjust prices annually.
8. Narwhal Rainbow Alliance will communicate price adjustments to the customer prior to the moment the price increase becomes effective.
9. The consumer has the right to terminate the contract with Narwhal Rainbow Alliance if he does not agree with the price increase.

Payments and payment term

1. Narwhal Rainbow Alliance may, at the conclusion of the agreement, require a down payment of up to 50% of the agreed amount.
2. The customer must have paid the full amount within 14 days, after delivery.
3. Payment terms are considered as fatal payment terms. This means that if the customer has not paid the agreed amount at the latest on the last day of the payment term, he is legally in default, without Narwhal Rainbow Alliance having to send the customer a reminder or to put him in default.
4. Narwhal Rainbow Alliance reserves the right to make a delivery conditional upon immediate payment or to require adequate security for the total amount of the services or products.

Consequences of late payment

1. If you are not able to pay your subscription anymore, please notify Narwhal Rainbow Alliance, and we will search for a fitting solution.

Performance of the agreement

1. Narwhal Rainbow Alliance executes the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
2. Narwhal Rainbow Alliance has the right to have the agreed services (partially) performed by third parties.
3. The execution of the agreement takes place in mutual consultation and after written agreement and payment of the possibly agreed advance by the customer.

Duty to inform by the customer

1. The customer guarantees the correctness, completeness and reliability of the information, data and documents made available, even if they originate from third parties, unless otherwise ensuing from the nature of the agreement.
2. If and insofar as the customer requests this, Narwhal Rainbow Alliance will return the relevant documents.

Duration of the service agreement

1. The agreement between Narwhal Rainbow Alliance and the customer is entered into for an indefinite period of time, unless it results otherwise from the nature of the agreement or the parties have expressly agreed otherwise in writing.
2. If a fixed-term contract has been entered into, it will be tacitly converted into an open-ended contract at the end of the term, unless 1 of the parties terminates the contract with due observance of a notice period of month(s), or if a consumer terminates the agreement with due observance of a notice period of 1 month causing the agreement to end at the end of the fixed term.
3. If the parties have agreed upon a term for the completion of certain activities, this is never a strict deadline, unless specified explicitly otherwise in writing. If this term is exceeded, the customer must give Narwhal Rainbow Alliance a written reasonable term to terminate the activities, before it may either terminate the contract or claim damages.

Cancellation of the contract for an indefinite period of time

1. The customer can terminate a Seahorse agreement monthly, for a Narwhal and Whale subscription this can be done after 12 months.

Complaints

1. The customer must examine a product or service provided by Narwhal Rainbow Alliance as soon as possible for possible shortcomings.
2. If a delivered product or service does not comply with what the customer could reasonably expect from the agreement, the customer must inform Narwhal Rainbow Alliance of this as soon as possible, but in any case within 1 month after the discovery of the shortcomings.
3. Consumers must inform Narwhal Rainbow Alliance of this within two months after detection of the shortcomings.
4. The customer gives a detailed description as possible of the shortcomings, so that Narwhal Rainbow Alliance is able to respond adequately.
5. The customer must demonstrate that the complaint relates to an agreement between the parties.
6. If a complaint relates to ongoing work, this can in any case not lead to Narwhal Rainbow Alliance being forced to perform other work than has been agreed.

Giving notice

1. The customer must provide any notice of default to Narwhal Rainbow Alliance in writing.
2. It is the responsibility of the customer that a notice of default actually reaches Narwhal Rainbow Alliance (in time).

Joint and several Client liabilities

If Narwhal Rainbow Alliance enters into an agreement with several customers, each of them shall be jointly and severally liable for the full amounts due to Narwhal Rainbow Alliance under that agreement.

Liability of Narwhal Rainbow Alliance

1. Narwhal Rainbow Alliance is only liable for any damage the customer suffers if and insofar as this damage is caused by intent or gross negligence.
2. If Narwhal Rainbow Alliance is liable for any damage, it is only liable for direct damages that results from or is related to the execution of an agreement.
3. Narwhal Rainbow Alliance is never liable for indirect damages, such as consequential loss, lost profit, lost savings or damage to third parties.
4. If Narwhal Rainbow Alliance is liable, its liability is limited to the amount paid by a closed (professional) liability insurance and in the absence of (full) payment by an insurance company of the damages the amount of the liability is limited to the (part of the) invoice to which the liability relates.
5. All images, photos, colors, drawings, descriptions on the website or in a catalog are only indicative and are only approximate and cannot lead to any compensation and/or (partial) dissolution of the agreement and/or suspension of any obligation.

Expiry period

Every right of the customer to compensation from Narwhal Rainbow Alliance shall, in any case, expire within 12 months after the event from which the liability arises directly or indirectly. This does not exclude the provisions in article 6:89 Dutch Civil Code.

Dissolution

1. The customer has the right to dissolve the agreement if Narwhal Rainbow Alliance imputably fails in the fulfillment of his obligations, unless this shortcoming does not justify termination due to its special nature or because it is of minor significance.
2. If the fulfillment of the obligations by Narwhal Rainbow Alliance is not permanent or temporarily impossible, dissolution can only take place after Narwhal Rainbow Alliance is in default.
3. Narwhal Rainbow Alliance has the right to dissolve the agreement with the customer, if the customer does not fully or timely fulfill his obligations under the agreement, or if circumstances give Narwhal Rainbow Alliance good grounds to fear that the customer will not be able to fulfill his obligations properly.

Force majeure

1. In addition to the provisions of article 6:75 Dutch Civil Code, a shortcoming of Narwhal Rainbow Alliance in the fulfillment of any obligation to the customer cannot be attributed to Narwhal Rainbow Alliance in any situation independent of the will of Narwhal Rainbow Alliance, when the fulfillment of its obligations towards the customer is prevented in whole or in part or when the fulfillment of its obligations cannot reasonably be required from Narwhal Rainbow Alliance.
2. The force majeure situation referred to in paragraph 1 is also applicable - but not limited to: state of emergency (such as civil war, insurrection, riots, natural disasters, etc.); defaults and force majeure of suppliers, deliverymen or other third parties; unexpected disturbances of power, electricity, internet, computer or telecoms; computer viruses, strikes, government measures, unforeseen transport problems, bad weather conditions and work stoppages.
3. If a situation of force majeure arises as a result of which Narwhal Rainbow Alliance cannot fulfill one or more obligations towards the customer, these obligations will be suspended until Narwhal Rainbow Alliance can comply with it.
4. From the moment that a force majeure situation has lasted at least 30 calendar days, both parties may dissolve the agreement in writing in whole or in part.
5. Narwhal Rainbow Alliance does not owe any (damage) compensation in a situation of force majeure, even if it has obtained any advantages as a result of the force majeure situation.

Modification of the agreement

If, after the conclusion of the agreement and before its implementation, it appears necessary to change or supplement its contents, the parties shall timely and in mutual consultation adjust the agreement accordingly.

Changes in the general terms and conditions

1. Narwhal Rainbow Alliance is entitled to amend or supplement these general terms and conditions.
2. Changes of minor importance can be made at any time.
3. Major changes in content will be discussed by Narwhal Rainbow Alliance with the customer in advance as much as possible.
4. Consumers are entitled to cancel the agreement in the event of a substantial change to the general terms and conditions.

Transfer of rights

1. The customer cannot transfer its rights deriving from an agreement with Narwhal Rainbow Alliance to third parties without the prior written consent of Narwhal Rainbow Alliance.
2. This provision applies as a clause with a property law effect as referred to in Section 3:83 (2) Dutch Civil Code.

Consequences of nullity or annulability

1. If one or more provisions of these general terms and conditions prove null or annulable, this will not affect the other provisions of these terms and conditions.
2. A provision that is null or annulable shall, in that case, be replaced by a provision that comes closest to what Narwhal Rainbow Alliance had in mind when drafting the conditions on that issue.

Applicable law and competent court

1. Dutch law is exclusively applicable to all agreements between the parties.
2. The Dutch court in the district where Narwhal Rainbow Alliance is established is exclusively competent in case of any disputes between parties, unless the law prescribes otherwise.

Attribution

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