

General terms and conditions

Oilclothonline.com is part of Tafelzeilonline B.V.

Article 1 – Definitions

Consumer

Any natural person acting for purposes which are outside their trade, business, craft or profession.

Business Customer

Any natural or legal person acting in the course of their trade, business or profession.

Seller

Tafelzeilonline B.V., Ambachtsweg 13, 5627 BZ Eindhoven, The Netherlands.

Distance Contract

A contract concluded between the Seller and the Customer exclusively by means of distance communication.

Right of Withdrawal

The legal right of a Consumer to withdraw from a contract within 14 days without giving any reason.

Custom-Made Product

A product manufactured according to the Customer's specifications or clearly personalised.

Article 2 – Identity of the Seller

Tafelzeilonline B.V.
Ambachtsweg 13
5627 BZ Eindhoven
The Netherlands

Email: support@oilclothonline.com

Article 3 – Applicability

1. These General Terms and Conditions apply to all offers and contracts concluded via the webshop.
 2. They apply to both Consumers and Business Customers unless explicitly stated otherwise.
 3. If any provision is found invalid, the remaining provisions remain fully effective.
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Article 4 – Offer and Conclusion of the Contract

1. Product listings on the website constitute an invitation to purchase and not a binding offer.
 2. By placing an order, the Customer submits a binding offer.
 3. The contract is concluded when the Seller confirms the order by email or dispatches the product.
 4. The Seller reserves the right to refuse orders for legitimate reasons, including doubts about payment ability.
 5. Product images are illustrative. Colour variations caused by screen settings, material properties or production batches do not constitute a defect if the product conforms to agreed specifications.
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Article 5 – Prices and Payment

1. All prices are stated in euros and include VAT unless stated otherwise.
2. Shipping costs are clearly stated before the order is finalised.
3. Payment may be made using the payment methods offered during checkout, including prepayment and deferred payment via external payment providers.
4. Where deferred payment is chosen, the terms of the relevant payment provider also apply.
5. The Customer must immediately report inaccuracies in payment details.

6. In case of late payment by a Business Customer, statutory commercial interest may be charged in accordance with applicable law.
 7. In case of late payment by a Consumer, statutory interest may be charged following proper notice.
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Article 6 – Delivery and Transfer of Risk

1. Delivery takes place at the address specified by the Customer.
 2. Delivery times are indicative unless explicitly agreed otherwise.
 3. For Consumers, risk passes upon physical delivery of the product.
 4. For Business Customers, risk passes upon handover to the carrier.
 5. Transport damage must be reported as soon as possible, preferably with photographs of the packaging and product.
 6. If no specific delivery period has been agreed, delivery shall take place no later than 30 days after the conclusion of the contract. If delivery has not taken place within this period, the Consumer may grant the Seller an additional reasonable period for delivery. If delivery still does not occur within this additional period, the Consumer is entitled to terminate the contract free of charge.
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Article 7 – Right of Withdrawal for Consumers

1. Consumers have the right to withdraw from the contract within 14 days without giving any reason.
 2. The withdrawal period expires 14 days after the day the Consumer receives the product.
 3. To exercise the right of withdrawal, the Consumer must send a clear statement by email to support@oilclothonline.com.
 4. After notifying withdrawal, the Consumer has 14 additional days to return the product.
 5. The Consumer is only liable for any diminished value resulting from handling beyond what is necessary to establish the nature, characteristics and functioning of the goods.
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Article 8 – Effects of Withdrawal

1. The Consumer bears the direct cost of returning the goods unless agreed otherwise.
 2. The Seller reimburses all payments received, including standard delivery costs, within 14 days of receiving the withdrawal notice.
 3. The Seller may withhold reimbursement until the goods are received or proof of return is provided.
 4. Reimbursement will be made using the same payment method used for the original transaction.
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Article 9 – Exclusion of the Right of Withdrawal

1. The right of withdrawal does not apply to Custom-Made Products.
 2. This includes, among others:
 - Table protectors cut to specific dimensions
 - Custom-cut foil
 - Products where the Customer selects specific dimensions or shape
 3. The Customer is responsible for providing accurate measurements.
 4. Minor deviations within reasonable production tolerances do not entitle the Customer to withdraw or terminate the contract.
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Article 10 – Legal Guarantee

1. Consumers are entitled to a minimum two year legal guarantee under applicable consumer law.
2. If a defect becomes apparent within one year of delivery, it is presumed to have existed at the time of delivery unless proven otherwise.
3. The Consumer may request repair or replacement free of charge.
4. If repair or replacement is impossible or disproportionate, the Consumer may request a price reduction or termination in accordance with applicable law.
5. For products intended for daily use, such as table protectors and PVC table covering, signs of wear may occur through normal use. Normal wear and normal signs of use are not considered a defect. This includes, among others, light scratching, dull areas, friction marks, discoloration caused by light exposure and marks resulting from cleaning or everyday use.
6. Nothing in this clause limits mandatory Consumer rights. If the product is not fit for normal use or if there is a manufacturing or material fault, the legal guarantee remains fully applicable.

7. Business Customers must report defects without undue delay.
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Article 11 – Liability

1. The Seller is fully liable for intentional misconduct, gross negligence and personal injury.
 2. In cases of ordinary negligence, liability is limited to foreseeable damage arising from breach of essential contractual obligations.
 3. For Business Customers, liability is limited to the order value unless mandatory law provides otherwise.
 4. Nothing in these terms limits mandatory Consumer rights.
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Article 12 – Complaints

1. Complaints may be submitted via email to support@oilclothonline.com. The Seller will respond within 14 days.
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Article 13 – Data Protection

1. Personal data is processed in accordance with the General Data Protection Regulation. Further information is available in the Privacy Policy.
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Article 14 – Force Majeure

1. The Seller is not liable for delays or non-performance caused by circumstances beyond reasonable control.
 2. If such circumstances last longer than 30 days, either party may terminate the contract without liability.
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Article 15 – Governing Law and Jurisdiction

1. These Terms and Conditions are governed by Dutch law.
2. However, mandatory consumer protection laws of the Consumer's country of residence remain applicable.
3. For Business Customers, disputes shall be submitted to the competent court in the Netherlands, unless mandatory law provides otherwise.