

Applicability

All sales, supplies and services are covered under the following Terms & Conditions. These conditions prevail over those of the customers. Purchasing products on Palainco.com implies the acceptance of these conditions.

Palainco

"Palainco" refers to Palainco V.O.F., registered in the Trade Register of the Chamber of Commerce in Rotterdam, with number 65061667.

Offer and responsibilities

Palainco collects and sells vintage (pre-owned) design items from the twentieth century.

- Palainco does not claim that all objects on Palainco.com are in mint condition, so please keep in mind that signs of aging and use might be visible.
- The description on the website in combination with the photos should be sufficiently detailed to be able to adequately assess the products. Slight deviations between what is described and/or depicted and the actual characteristics of the product (e.g. differences in colour, due to settings of a computer screen or resolution) may occur.
- Therefore Palainco asks customers to inspect the photos, read the description and, in case of uncertainty, contact Palainco and request additional photos or information.
- Payment of a product implies the approval of the state of the item, as described and shown on Palainco.com and/or illustrated or described in additional communication.
- To qualify the condition of the products Palainco uses the following categories: 'mint', 'excellent', 'very good' and 'good'. Only in exceptional cases, regarding very rare pieces of design, Palainco offers products of which the condition could be considered 'average' or 'poor'.
- Palainco sells vintage products without light bulbs, halogen lamps, Led, etc.
- All products are cleaned and checked for reliability and safety. Electrical wiring will be replaced if necessary. It might be possible that the electrical wiring (original or replaced) is *not* compliant with the standards of the domicile of the customer. In case of any doubt regarding the electrical wiring, Palainco strongly recommends consulting a local licensed electrician before use.

Reservation

It is possible to take an option on a product with a maximum of 3 working days, unless otherwise agreed upon. During this period Palainco will place the item 'on hold' in the shop. After that period, Palainco reserves the right to include the reservation in her offer again. Reservations should be made by email.

Buying process

In case the customer is interested in a certain product he/she can 'Add item to cart' and if the customer would like to purchase the selected item(s) he/she can further 'Proceed to Checkout'. The costs of shipping are shown when the delivery address is inserted, with the exception of products that fall outside the standard sizes of the preferred supplier(s); in these cases Palainco will offer one or more suitable alternative(s). If the customer accepts the costs of shipping, he/she can proceed by inserting his/her payment details.

Before the customer places the order he/she is kindly asked to read and accept the Terms & Conditions. The last step before finalising the purchase regards the payment of the products. Secure payment is managed by Mollie, a payment service provider. When all steps have been completed successfully the customer will receive an order confirmation via email. After the payment has been completed, the customer will see 'Mollie' listed on the bank statement.

Prices

All prices are quoted in Euro (€) on the website. The prices include Value Added Tax (if applicable). Shipping costs, transaction costs, local taxes and/or import duties will be borne by the customer. Obvious mistakes or errors in prices or shipping costs are not binding for Palainco.

Margin scheme for second hand products

The special margin scheme for second hand products applies to all products for sale on Palainco.com. The margin scheme taxes the difference between the sale price and the purchase price of products. The margin scheme is indicated on the invoice as "The purchased item is sold after special Dutch tax rules for used and vintage products (margin scheme)", the VAT amount is not mentioned separately on the website nor on the invoice. The VAT is therefore not deductible.

Payment options

The secure online payment methods as indicated in the footer of the website are made available by Mollie, a payment service provider. Palainco uses: credit card (Visa, MasterCard & Maestro), bank wire transfer (IBAN within the EU) and iDEAL (bank transfer within the Netherlands).

All orders paid by credit card are raised with 1.8% over the total order and shipping costs for customers in Europe and 2.8% for customers outside of Europe. These are the same costs the credit card companies charge Palainco for the acceptance of the payments.

Payment via bank wire is only possible within Europe. It comes without additional costs, but it takes longer. Payment must be made within 3 days after ordering in the shop. *Please pay attention:* the system of Mollie, the payment service provider, only accepts payments if the customer transfers the exact amount and if the customer uses the exact code which starts with RF (which the customer will find on the documentation he/she receives after he/she has finalized the order).

Following a successful examination, the invoiced amount is automatically and immediately debited.

Acceptance & Risk

Products are considered 'sold' as soon as Palainco has received the payment. The risk of loss or damage passes on from Palainco to the customer

- in case of collection – at the moment the items are entrusted to the new owner or to a third party on behalf of the new owner;
- in case of shipment arranged by Palainco – upon receipt of the products at the indicated place of delivery (also in case the products are temporarily kept in storage of the customer or of a third party).

Sold

Palainco always tries to keep the information and stock on the website as updated as possible. However, in case an object listed as available on Palainco.com already has been sold to another customer Palainco will contact the 'new' customer and will immediately make a full refund of the payment.

Shipment & Delivery

Once the transaction is completed, Palainco will prepare and organise shipment within 5 working days after receipt of the payment, unless a shorter or longer delivery has been agreed upon. In this period Palainco will inform the customer about the details of the transport: the name of the courier, a track and trace number and the expected date of delivery. Products are shipped at the customer's expenses. The shipping costs depend on the delivery address and the size and weight of the order. In case shipment can be executed by the preferred suppliers (PostNL and UPS), the costs for shipping are shown during the checkout procedure. For products that fall outside the standard sizes of the preferred suppliers Palainco can offer suitable alternatives upon request.

All products are professionally packed with protective materials; combinations of bubble wrap, cardboard and curled up paper balls for stabilising and obtaining the best shock absorbing protection in sturdy cardboard boxing. If requested or necessary, Palainco can make wooden crates for shipping; the costs for making those are at the customer's expense. Customers are welcome to arrange their own shipping.

Palainco cannot be held liable for delivery problems that may arise by the external carriers. Exceeding the term of a delivery does not entitle to compensation or the right to cancel the order, unless the delay in delivery is such that the customer cannot be reasonably expected to maintain the agreement. For more details on 'damages or loss during shipment', see below.

To limit the risk of damage, the customer needs to make all necessary measures to accept the delivery of the items when they are offered for delivery. Any additional costs that must be made because Palainco has not been informed of the correct delivery address will be borne by the customer.

If the shipper is unable to deliver the items due of actions or circumstances under the control of the customer, Palainco is entitled to store the items until delivery can take place. In such cases, the customer is liable for all possible costs associated with such storage.

Guarantee

All offered products are used products: no guarantee is provided.

Damages or loss during shipment

Although every effort will be made to secure the safe arrival of products, it may happen that products are damaged or lost during shipment.

Palainco strongly advises to only sign the receipt for 'delivery in good order' after checking the package upon receipt. Visible damage of the packaging should be reported immediately to the delivery person, who should take note of this. Like this the shipping company is aware that something happened during transport and not after delivery. It is important to make pictures of the damage before opening the packaging.

However, if the customer only discovers the damage of the packaging after the delivery person has left, he/she should immediately call the shipping company. He/she should let the company know that the parcel is damaged, file a claim and ask for written confirmation. It is important to make pictures of the damage before opening the packaging.

The customer should act likewise if he/she discovers that the purchased item is damaged. He/she should call the shipping company, let the company know that the item is damaged, file a claim and ask for written confirmation. It is important to make pictures of the damage from all angles.

Always keep the packaging including packing material of the damaged item(s) until the investigation by the insurance company is closed.

After the customer contacted the shipping company he/she needs to inform Palainco by email within 24 hours after receipt of the product. It is requested to include a description and pictures of the damage. On receipt of the complaint, Palainco shall follow the necessary procedures and will inform the customer accordingly.

Since Palainco ships the item(s) and agrees on the insurance policy, Palainco also takes responsibility for a possible claim. Of course, Palainco expects the customer to fully cooperate in a potential insurance case, so that Palainco can meet all requirements of the insurance company. Palainco takes as well responsibility in case items are lost during transport.

Returns for customers within the EU

For all purchases on Palainco.com that are made within the EU, the customer has the right to cancel the order without specifying any reasons for a period of maximum 14 days. This period starts on the day the product is received by or on behalf of the customer.

In case of a return, first contact Palainco by email: *do not return a purchase until Palainco's confirmation of the return and the shipping instructions have been received.* The customer is required to cover return shipping and insurance. The customer is also responsible for any international order fees, including taxes and duties. In case Palainco has paid shipping costs, these will be deducted from the purchase price.

When Palainco receives a return, the object must be in the same condition with all delivered accessories and in the same or equally secure packaging as it was sent to the customer. When the return is accepted Palainco will refund the amount paid excluding shipping costs within 14 days upon receipt of the piece.

Please note: Palainco reserves the right to refuse returns or to pay only a portion of the amount where it is suspected that products are used or damaged by the customer or third parties.

The right to cancel an order within a period of 14 days expires if the customer chooses to collect products(s) him/herself or have it/them collected by a third party.

Palainco does not accept returns in case the product(s) has/have been purchased by Palainco on specific request of a customer. This also applies when Palainco customises a product upon request of a customer.

Returns for customers outside the EU

The right to return products does not apply to purchases with deliveries outside the EU.

Complaints

Should the customer have a complaint, he/she should not hesitate and contact Palainco by email or phone. A complaint is for Palainco an opportunity to optimise the service and Palainco will do everything within her power to resolve an issue. *Never send products back before receipt of Palainco's acceptance of a complaint. For more information on 'Returns': see above.*

Insurance

All products shipped by Palainco, are fully insured against theft, breakage, fire and plundering, at the customers expense, unless otherwise explicitly agreed upon. Insurance price depends on the value of the products and the location of the delivery.

Force Majeure

A breach of contract is excusable if contractual performance is hampered by a circumstance that was outside the control of Palainco and which Palainco could not have reasonably foreseen or taken into account at the time of conclusion of the agreement and the consequence of which Palainco could not reasonably have avoided or overcome.

Liability

The customer is responsible for compliance and ensures safe and responsible use of products purchased at Palainco.com. Palainco cannot be held liable for any damage resulting from the use of their products.

Applicable law and competent court

These terms and conditions are subject to Dutch law. All disputes fall under the exclusive jurisdiction of the District Court of Rotterdam, the Netherlands.

The contact details of Palainco are available on the European Online Dispute Resolution (ODR). This platform is provided by the European Commission to make online shopping safer and fairer through access to quality dispute resolution tools.