

General

- When you place an order, you declare to have read and agree to the general terms of delivery and payment.
 - Gotcha Promotional Support reserves the right to change delivery and/or payment terms after the duration of the original agreed to terms has expired.
 - After pay: you will receive an invoice after goods have been delivered. All payments must be made before the expiration of the term of payment and should be received no later than on the last day of the agreed term of payment.
 - If you receive items that you did not order, you are required to inform Gotcha Promotional Support. Any inaccuracies of mentioned data should also be reported.
 - Discounts and promotions may not be combines unless mentioned otherwise.
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Offers and establishment of agreements

- An offer or quotation made by Gotcha Promotional Support is not binding and only serves as an invitation to place an order.
 - An agreement is only established when Gotcha Promotional Support accepts an order from the client in writing or if Gotcha Promotional Support executes the order, unless the client can proof by any other means that Gotcha Promotional Support accepted the order by the client unconditionally or unbroken. If, on request, Gotcha Promotional Support performs any performance before full agreement has been reached on the price and payment terms for that performance, the client will pay Gotcha Promotional Support in accordance with the rates applicable to Gotcha Promotional Support.
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Prices

- All prices mentioned by Gotcha Promotional Support are expressed in Euros, excluding VAT, unless stated otherwise. Unless expressly agreed otherwise, any (pressure) tests, packaging and shipping costs, import and export duties and excise duties, as well as all (other) taxes or taxes imposed or charged for any performance are included in the price.
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Delivery

- Franco delivery to 1 address on the ground floor in the Netherlands. For unprinted orders with a cost of goods below € 200, - we have a € 17.50 service charge.
 - Unfortunately, it is not possible to supply the correct numbers for various items. 5% under or over delivery is allowed here.
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Samples

- We will send you a sample free of charge for items under € 5, -.

- If the value of goods exceeds € 5, - we will contact you first. These costs can be credited in consultation when we receive your order.
 - You are not required to return the sample.
 - Textile items are always recalculated and cannot be returned. When you apply for a textile article as a sample, you agree that the item cannot be returned and that you will be charged the item and shipping cost (if applicable).
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Price guarantee

- Gotcha Promotional Support ensures that agreed prices are not increased within the term, unless legal measures make this necessary.
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Privacy

- In order to provide you with the best service and interesting offers, your personal and / or company information will be included in the Gotcha Promotional Support customer system.
 - If you do not wish to be included in our customer system, you can simply let us know by sending an e-mail to info@gotchabv.nl or contact us at +31 (0) 20-4977225. In addition, we use your information for performing the agreements made and risk management. You are entitled to access and improve your data.
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Privacy on the internet

- When you visit the website www.gotchabv.com, your (temporary) IP address is automatically recognized. This data is stored to further analyse the navigation, visited pages and ordered articles of our site to optimize site functionality and content.
 - Cookies are only placed on your computer to increase ease of use and are not used for other purposes.
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E-mail

- Gotcha Promotional Support uses e-mail addresses that are specifically given to us. Your email address is used for marketing or service purposes.
 - If you do not wish for this to happen, please let us know by e-mail (info@gotchabv.com) or contact one of our employees via +31 (0) 20-4977225. We never provide email addresses to third parties for commercial purposes.
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Other Information

- We store and use all information you provide voluntarily through our site for marketing and service purposes. If you provide us with your address information via our site, you can receive selective mailings from us on a regular basis.

- If you do not wish for this to happen, please let us know by e-mail (info@gotchabv.com) or contact one of our employees via +31 (0) 20-4977225.
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Use of logos in brochures / on the internet

- It may occur that the logo provided by you (for printing purposes) can be used digitally (as a sample logo) in order to present our offerings. Your logo can therefore appear on several items such as brochures, factsheets, mailings, presentations, social media and on our website(s). If you do not give permission to use your logo you can make this known to us via the contact form.
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Change of address

- You are obliged to inform Gotcha Promotional Support of a change of address.
 - As long as Gotcha Promotional Support has not received a change of address, you are supposedly housed at the address known to Gotcha Promotional Support. You will remain liable for the ordered items delivered to the old address.
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Payment

- Payment at Gotcha Promotional Support always takes place afterwards, payment in advance is not possible. You will receive an invoice for your order. This should be paid by bank transfer (transfer of the outstanding amount to the account of Gotcha Promotional Support should be made before the payment period has expired). The payment term and the account number of Gotcha Promotional Support for payment will be stated on your invoice. If you have any questions, please contact our staff.
- All payments must be made no later than the last day of the agreed payment period by way of free of charge or in cash, without settlement and without deduction of costs or discounts for which no payment or credit note statement of Gotcha Promotional Support is owned by the client on the day of payment. If no payment period has been agreed upon, the client will pay the invoiced amount to Gotcha Promotional Support within 21 days of the invoice date charged in the currency specified on the invoice. In case of bank transfers, the payment date is the date on which crediting of the account of Gotcha Promotional Support occurs.
- Any objections to invoices, specifications, descriptions and prices must be notified in writing to Gotcha Promotional Support within 8 days. If this is impossible on the basis of any cause not attributable to the client, the client will, in any case, inform his objections as soon as reasonably possible in writing to Gotcha Promotional Support.
- The client shall, without further notice, pay all amounts not paid by the last day of the payment period, as from that date, with interest equal to the statutory interest in force in the Netherlands.
- If the client has not paid the amount and interest due after the expiration of a payment period notified by formal letter, the client is obliged to compensate

Gotcha Promotional Support for all extrajudicial and judicial costs, including reasonable costs for legal assistance in or out of proceedings.

Cancellation

- In case of cancellation or modification of the agreement after approval of a print sample, Gotcha Promotional Support may charge 100% of the order value.
 - Cancellation or changes by the client must be made in writing to Gotcha Promotional Support.
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Delivery terms

- The delivery period for products and / or term of service provided by Gotcha Promotional Support is based on the conditions prevailing at the time of conclusion of the agreement for Gotcha Promotional Support and, as far as third party performance is concerned, on the data provided by third parties to Gotcha Promotional Support. The delivery deadline and / or execution period will be observed by Gotcha Promotional Support as much as possible.
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Delivery and risk

- Delivery will be free and/or at a warehouse on the ground floor of only one address, which means the place of delivery provided to or on behalf of Gotcha Promotional Support. The delivery of the products is deemed to have taken place; upon shipment by a carrier: by transfer of the products to that professional carrier; if the products are collected by or on behalf of the client: by the receipt of the products; upon shipment by means of a means of transport from Gotcha Promotional Support; by delivery to the ears given by the client. From the moment of delivery, the products are at the risk of the client. The normal transport risk lies with the client at all times. If necessary, the client must assure himself of this
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Retention of ownership

- The property rights of the products, despite the actual delivery, will not be transferred to the client until it has or will be fully fulfilled, all of the goods delivered or delivered to it in connection with the agreement under the agreement of Gotcha Promotional Support, including the purchase price, any fees, interest, taxes and costs payable under these Terms or the Agreement, as well as any work performed or performed under such agreement. Upon seizure, (temporary) surseance of payment or bankruptcy, the commissioner will immediately indicate the seizure rights, the administrator or the curator, the (ownership) rights of Gotcha Promotional Support.
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Intellectual Property

- The copyright of by Gotcha Promotional Support designed, or sketched sketches, drawings, lithos, clichés, photographs, models, etc., will always be held by her, even if the client has placed an order in this regard and is financially responsible for this Obligations have met.
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Inspection and complaints

- The client is required to inspect the products immediately after arrival at the place of delivery or, if earlier, upon receipt by himself or by a third party acting on his behalf. Any complaints about defects in products due to material or manufacturing errors, as well as differences in quantity, weight, composition or quality between the delivered products and the description given on the order confirmation and / or invoice must be made within 8 days of arrival of the products and should be notified in writing to Gotcha Promotional Support. Deficiencies which could not reasonably have been detected within the above-mentioned deadline must be reported to Gotcha Promotional Support in writing immediately after notice, but no later than 30 days after arrival of the products. The client is not allowed to return the products before Gotcha Promotional Support has agreed in writing. The cost of returning is for the client and the products remain at his risk.
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Returns and guarantee

- Items that are personal in nature, that is, printed, engraved or otherwise personalized to the specific wishes of the client / consumer, fall outside the right of withdrawal as they are custom made. These articles may not be returned to Gotcha Promotional Support without a statement of reasons. There is no period of reflection: when the ordering process is initiated after the agreement of the client / consumer, the withdrawal right expires.
- For items that are not personal in nature, that is, in no way personalized, the standard period for returns lasts 14 calendar days.
- If products are broken, inoperative or otherwise improper, please report this to Gotcha Promotional Support in writing as soon as possible but no later than 8 days after delivery.
- If reported timely and correctly and in the reasonable opinion of Gotcha Promotional Support, it is sufficiently demonstrated that the products are inadequate, Gotcha Promotional Support will have the option of delivering the improper products free of charge on return of the defective products, or to properly repair the products, or to provide the client with a price-fixing discount on the purchase price.
- In compliance with any of the above-mentioned feats, Gotcha Promotional Support will be fully aware of its warranty obligations and no additional (damages) compensation will be granted to Gotcha Promotional Support.
- The client / consumer is not free to return the products that fall outside the right of withdrawal before Gotcha Promotional Support has agreed in writing. Returns must be addressed to 'Return Transmission', Singel 136A, 1015AG Amsterdam, mentioning your name and return number, unless otherwise agreed.

- If there is a refund by Gotcha Promotional Support to the client / consumer, payment will be made within 14 days of receipt of the return shipment.
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Liability and Indemnification

- Gotcha Promotional Support is never liable for any indirect damages from third party claims, including consequential loss (such as loss of profits or profits), intangible damage, business or environmental damage.
 - The liability of Gotcha Promotional Support towards the client is, for any reason, per event (involving a coherent set of events as an event) limited to the person concerned (excluding VAT). If no contract amount can be designated, the liability of Gotcha Promotional Support is limited to the amount it receives from its corporate liability insurer. This limitation of liability shall remain inapplicable insofar as the damage in question has been caused by intentional or gross negligence of Gotcha Promotional Support or its top management personnel or in so far as Gotcha Promotional Support's liability derives from the mandatory applicable product liability law.
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Print-, mould- or other tests

- Client is obliged to carefully check for errors and / or defects in test items received by him on request of Gotcha Promotional Support and, if necessary, to return to Gotcha Promotional Support with appropriate speed or approval. Approval of the tests by the client is valid as acknowledgment of the fact that Gotcha Promotional Support performed the tests performed in a timely and correct manner. Gotcha Promotional Support is not responsible for any defects, errors and defects that have remained unnoticed in the customer's approved or corrected tests.
 - Each test produced on the explicit request of the client is charged in addition to the agreed price, unless explicitly agreed that the costs of these tests are included in the price.
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Applicable law and forum choice

- Dutch law applies to all agreements concluded with Gotcha Promotional Support. Unless otherwise prescribed by national or international rules, parties shall always be appointed to the competent court of Amsterdam to notify a dispute.