



Cheffix is a brand of Dena Textile Productions B.V.

dena.nl

Delivery Terms

This translation is provided for information only. Only the Dutch version is legally binding.

These delivery terms describe how Dena ships and delivers orders. They supplement the general terms and conditions of Dena Textile Productions B.V. Where a provision in these delivery terms deviates from the general terms and conditions, this text prevails in respect of delivery.

Delivery area and carrier

We deliver in Netherlands, Belgium, Germany, Luxembourg, France, United Kingdom, Denmark, Sweden, Norway, Finland, Ireland, Aruba, Curaçao, Sint Maarten, Croatia, Hungary, Czechia, Greece, Slovenia, Austria, Switzerland, Monaco, Spain, and Italy. The country you can select in the order process is decisive; if a country is not listed there, we do not deliver there. Shipment takes place with DPD. We do not deliver to PO box addresses.

Shipping costs

The shipping costs amount to €21.32 per box of at most 24 items (an order that fills more boxes pays that amount per box; a later delivery of items that were out of stock costs no extra shipping). From an order value of €200 we ship free of charge. This does not apply to shipments to the following countries: United Kingdom, Norway, Aruba, Curaçao, Sint Maarten, and Switzerland. The costs that apply to your order are shown before the order is completed. For business buyers, deviating thresholds for free shipping apply per country; the threshold that applies to your company is stated in the B2B environment and on every quotation.

Delivery time

The standard delivery time is 3-5 werkdagen, provided all ordered items are in stock. If you order before 12:00 on a working day, we ship your order that same day; the delivery time stated is the delivery time after shipment. If an item is not in stock, it is produced for you; the estimated delivery time is then stated with the item and on the order confirmation. For custom made orders, the delivery time we state on the order confirmation applies; this may be considerably longer because the item is made for you. The delivery time only starts to run after we have received the down payment.

Delivery times stated are an estimate and not a strict deadline, unless we have expressly and in writing designated a period as binding. If we deviate materially from the delivery time stated, we report this without delay.

In relation to the consumer the following applies: if we do not deliver within the stated period, you may set us a reasonable additional period in writing or by e-mail. If we also fail to deliver within that period, you may rescind the agreement and we will refund within fourteen days what you have paid (Article 7:19a of the Dutch Civil Code, Burgerlijk Wetboek). If a final delivery date that is essential to you and that you have stated in advance is not met, you may rescind immediately.

Partial delivery

We may deliver an order in parts. You will not pay more for this than the agreed shipping costs for the entire order. Each partial delivery is regarded as an independent delivery for the assessment of complaints and payment.

Call-off delivery

If it has been agreed that you call off an order in parts, you call it off within the agreed period. If no agreed period exists, a period of six months after the order confirmation applies. If no call-off is made within that period, we may still deliver and invoice the remainder, or store the goods at your expense and risk as described below.

Transfer of risk

In relation to the consumer, the risk of damage or loss passes at the moment you, or a third party designated by you who is not the carrier, obtain actual possession of the goods (Article 7:11 of the Dutch Civil Code, Burgerlijk Wetboek).

In relation to the business buyer, the risk passes at the moment the goods leave our warehouse. If, at the request of the business buyer, shipment takes place with a different carrier or under a deviating condition, that transport is at his expense and risk.

Taking delivery and storage

You are obliged to take delivery of the goods at the moment we deliver them or make them available. If you refuse to take delivery, or fail to provide the details or instructions necessary for delivery, we may store the goods at your expense and risk. The purchase price remains due in that case. We will then charge the actual storage costs, after having notified you of this in advance. This provision does not apply in relation to the consumer who makes use of his right of withdrawal.

Incorrect or incomplete address

You are responsible for providing the correct and complete delivery address. If a shipment is returned to us as undeliverable because the address was incorrect or incomplete, we will charge the costs of the new shipment. We will contact you before we ship again.

Uncollected shipments

If delivery does not succeed, DPD will offer the shipment again or place it ready at a collection point. If you do not collect the shipment there within the period set by DPD, it will be returned to us. We will then contact you. If you still wish to receive the shipment, we will charge shipping costs again. For a consumer this applies without prejudice to the right of withdrawal: an uncollected shipment does not affect that right.

Transport damage and shortages

Check the shipment on receipt for visible damage and for the number of parcels. If you see damage to the packaging, preferably sign for receipt stating that damage. Report visible transport damage, a shortage or an incorrectly delivered item within five working days of receipt via info@dena.nl, with photos of the packaging, the label and the goods themselves. Those photos are not a formality: without image material we cannot recover the damage from the carrier. If you report a visible defect later, the consumer does not thereby lose his rights, but the repair may take longer.

Custom made orders and special quotations

A custom made order is an order for goods that are made or adjusted according to your specification, or that are produced specially for your project. In the webshop and in the B2B environment this is also called a special order; the same thing is meant by that. Such an order is irrevocable: it cannot be cancelled or changed and the full purchase price remains due, even if you no longer wish to take delivery of the goods at a later stage. We state expressly when ordering and on the order confirmation which lines are a custom made order. We offer custom made exclusively to business buyers, and a minimum quantity per item applies, which is stated with the item and on the quotation. Article 18 of the general terms and conditions regulates this in full.

If you request a quotation for 200 units or more, we draw up a special quotation; Article 19 of the general terms and conditions governs that.

For a custom made order and for an order from a special quotation, you pay 70% of the order amount in advance. We invoice that down payment at the order confirmation, and only after that do we start production or the special purchase. We invoice the remaining 30% on delivery; you pay that amount within fourteen days of the invoice date.

Colour on delivery and on repeat orders

A colour on a screen is never exactly the colour in your hand, and the colour may differ slightly between production batches. On a repeat order, the colour may deviate by up to approximately 4 to 5% from an earlier delivery. That is a normal production tolerance and not a defect. If a matching colour is important to you, state this in your request: we will then reserve from a running batch or send a colour swatch in advance for approval. Articles 20 and 21 of the general terms and conditions describe this.

Returns

If you are a consumer, you have a 14 day cooling-off period. We will then refund the value of the returned items, deduct €8.05 return costs per parcel from that, and not refund the shipping costs of your order. The return policy sets this out with an example and describes the exceptions. If an item is defective, damaged or incorrectly delivered, the return is free of charge as soon as we have approved your report with photos. For business buyers, no statutory right of withdrawal applies; returns take place only after consultation and in accordance with the arrangements in the B2B environment.

Questions

Questions about your shipment or delivery? E-mail info@dena.nl or call +31 (0)318 588 595.