

General Terms and Conditions

Article 1 – General Terms & conditions

The general terms and conditions of Guto's / Boteco BV govern all contracts, supplies and other services agreed between the customer and Guto's / Boteco BV. Please read these general terms & conditions carefully because your use of our website constitutes your agreement to follow and be bound by these terms. If there are any questions about these general terms and conditions, please contact us via contact@gutos.co.

Article 2 – Definitions

In these Terms and Conditions, the following terms shall have the following meanings:

1. Additional agreement: an agreement in which the Consumer acquires products, digital content and/or services with respect to a distance agreement and these goods, digital content and/or services are delivered by the Entrepreneur or a third party on the basis of an arrangement between this third party and the Entrepreneur;
2. Reflection period: the period during which the Consumer may use his right of withdrawal;
3. Consumer: the natural person who does not act for purposes related to his/her commercial, trade, craft or professional activities;
4. Day: calendar day;
5. Digital content: data produced and delivered in digital form;
6. Continuing performance contract: a contract serving to deliver goods, services and/or digital content in a given period;
7. Sustainable data carrier: any means, including email, that allow the Consumer or the Entrepreneur to store information directed to him/her personally in such a manner that makes future consultation and use possible during a period that matches the purpose for which the information is destined and which makes unaltered reproduction of the stored information possible.
8. Right of withdrawal: the Consumer's option not to proceed with the distance agreement within the cooling-off period;
9. Entrepreneur: the natural or legal person provides products, (access to) digital content and or services to Consumers at a distance;
10. Distance contract: a contract concluded by the Entrepreneur and the Consumer within the scope of an organized system for distance selling products, digital content and/or services, whereby exclusive or additional use is made of one or more technologies of distance communication up to the conclusion of the contract;
11. Standard form for withdrawal: the European standard form for withdrawal included in Appendix 1;
12. Technology for distance communication: a means to be used for concluding an agreement without the Consumer and the Entrepreneur being together in the same place at the same time.

Article 3 – The Entrepreneur's identity

Boteco BV
Guto's Pão de Queijo
Lijndenweg 32A
1951 NC Velsen Noord
The Netherlands

Telefoonnummer en tijdstip(pen): [06-21368852](tel:06-21368852) (ma t/m vr van 09:30 – 17:00)

E-mailadres: contact@gutos.co

KvK-nummer: 72311185

BTW-identificatienummer: NL8590.68.754.B01

Article 4 – Applicability

1. These General Terms and Conditions apply to any offer from the Entrepreneur and to any distance contract concluded by the Entrepreneur and the Consumer
2. Before concluding a distance contract, the Entrepreneur shall make the text of these General Terms and Conditions available free of charge and as soon as possible. If this is reasonably impossible, the Entrepreneur shall indicate in what way the General Terms and conditions can be inspected and that they will be sent free of charge if so requested, before the distant contract is concluded
3. If the distance contract is concluded electronically, the text of these General Terms and Conditions, in deviation from the previous section and before the distance contract is concluded, may also be supplied to the Consumer electronically in such a way that the Consumer can easily store it on a long-term data carrier. If this is reasonably impossible, it will be specified where the General Terms and Conditions can be viewed electronically and that they will be sent to at the Consumer's request free of charge, either via electronic means or otherwise, before concluding the distance contract;
4. In the event that specific product or service condition apply in addition to these General Terms and Conditions, the second and third paragraphs shall apply accordingly, and in the event of contradictory terms and conditions, the Consumer may always appeal to the applicable provision that is most favorable to him/her.

Article 5 – The offer

1. If an offer is of limited duration or if certain conditions apply, it shall be explicitly stated in the offer
2. The offer contains a full and accurate description of the products, digital content and/or services offered. The description is suitably detailed to enable the Consumer to assess the products, or services and/or digital content adequately. If the Entrepreneur makes use of pictures, they are truthful images of the products and/or services provided. Obvious errors or mistakes in the offer do not bind the Entrepreneur
3. All offers contain such information that it is clear to the Consumer what rights and obligations are attached to accepting the offer

Article 6 – The contract

1. Subject to the provisions in paragraph 4, the contract becomes valid when the Consumer has accepted the offer and fulfilled the terms and conditions set

2. If the Consumer accepted the offer via electronic means, the Entrepreneur shall promptly confirm receipt of having accepted the offer via electronic means. As long as the receipt of said acceptance has not been confirmed, the Consumer may repudiate the contract
3. If the contract is concluded electronically, the Entrepreneur will take appropriate technical and organizational security measures for the electronic data transfer and ensure a safe web environment. If the Consumer can pay electronically, the Entrepreneur shall observe appropriate security measures
4. The Entrepreneur may, within the limits of the law, gather information about Consumer's ability to fulfil his payment obligations, and all facts and factors relevant to responsibly concluding the distance contract. If, acting on the results of this investigation, the Entrepreneur has sound reasons for not concluding the contract, he is lawfully entitled to refuse an order or request supported by reasons, or to attach special terms to the implementation
5. Before delivering the product, the Entrepreneur shall send the following information along with the product, the service or the digital content in writing or in such manner that the Consumer can store it in an accessible manner on a long-term data carrier:
 - a. the visiting address of the Entrepreneur's business establishment where the Consumer may get into contact with any complaints;
 - b. the conditions on which and the manner in which the Consumer may exercise the right of withdrawal, or, as the case may be, clear information about his being exempted from the right of withdrawal;
6. the information corresponding to existing after-sales services and guarantees;
7. The price including all taxes of the product, service or digital content, where applicable the delivery costs and the way of payment, delivery or implementation of the distance contract;
8. The requirements for cancelling the contract if the contract has a duration of more than one year or for an indefinite period of time
9. The standard form for withdrawal if the Consumer has the right of withdrawal
10. In case of a continuing performance contract, the stipulation in the previous paragraph only applies to the first delivery.

Article 7 – Delivery and execution

1. The Entrepreneur shall exercise the best possible care when booking orders and executing product orders and when assessing requests for the provision of services
2. The place of delivery is at the address given by the Consumer to the Entrepreneur
3. The risk of loss and/or damage to products will be borne by the Entrepreneur until the time of delivery to the Consumer or a representative appointed in advance and made known to the Consumer, unless explicitly agreed otherwise.

Article 8 – Disputes

Only Dutch law applies to agreements between the entrepreneur and the consumer to which these general terms and conditions apply. Even if the consumer lives abroad. The Vienna Sales Convention does not apply

Article 9 – Additional or different provisions

Additional provisions or deviating from these terms and conditions may not be to the detriment of the consumer and must be recorded in writing or in such a way that they can be stored by the consumer in an accessible manner on a durable medium.

How does shipping frozen products work?

Do you wonder how we make sure that our frozen orders stay frozen? It is actually quite simple. To keep the products on the right temperature during shipment we pack them in an isolating packaging, which we fill with dry ice. Dry ice is the solid form of carbon dioxide and it will make sure your products will stay frozen for a long time outside the freezer. After melting (or evaporation) the carbon dioxide disappears as gas. There will be no water within the packaging. Your products won't get wet. Dry ice is odorless and tasteless, and thus a perfect cooling medium. It is also germ- and bacteria-free! Your products won't get damaged during shipment. During shipment the most of the dry ice will melt/evaporate. Is there still dry ice in the box? **Read the warning and safety instructions below!**

Warning!

- Never touch dry ice with your bare hands! This can lead to freezing! Leave the dry ice in the box to melt. Don't leave the box in a garage or small, not ventilated place.
- Don't play with dry ice and keep it away from children.
- Don't put dry ice in the freezer! This could lead to an explosion within your freezer, as dry ice needs to be able to expand and ventilate.

Customer Support

Of course it can happen that you have questions about something, or any suggestions about our company, services or products. Unfortunately there is always the possibility of things not going as planned.

Luckily, you can always contact us and we will answer your questions as soon as possible. How can you reach us?

Contact

E-mail

You can e-mail us as well! You can send your e-mail to contact@gutos.co. We try to answer your message within 24 hours.

Telephone

From Monday to Friday you can call us with your questions and suggestions between 9:30 am until 5 pm. Our telephone number is: 0031(0)621368852