

Terms and Conditions - v1

De Online Zeepwinkel - SoapQueen

03-06-2017

Our general Terms and Conditions can be found below. These apply when using the website or placing an order via our Website at all times and contain important information for you as a buyer of our products. Please read our Terms and Conditions thoroughly. Furthermore we recommend saving, or printing this document in order to read it back at a later time.

ARTICLE 1. DEFINITIONS

- 1.1 SoapQueen: established in Bergen op Zoom and registered at the Chamber of Commerce under registration number 20119278, trading under the name SoapQueen.
- 1.2 Website: the SoapQueen website, accessible via www.online-zeepwinkel.nl and all its subdomains.
- 1.3 Customer: the natural or legal entity, whether or not acting as a pursuit of profession or business that enters an agreement with SoapQueen and/or has registered on the website.
- 1.4 Agreement: any agreement or contract between SoapQueen and Customer, of which the Terms and Conditions constitute an integral part.
- 1.5 Terms and Conditions: the currently applying Terms and Conditions.

ARTICLE 2. APPLICABILITY GENERAL TERMS AND CONDITIONS

- 2.1 Applies to all Offers, Agreements and Deliveries of SoapQueen, unless explicitly agreed otherwise in writing.
- 2.2 If Customer, in his assignment, confirmation or notice, accepts accepting terms or conditions that differ from,
- 2.3 If Customer, in his assignment, confirmation or notice, accepts containing terms or conditions that deviate from or are not listed in the Terms and Conditions, these are only binding for SoapQueen if, and insofar SoapQueen has accepted these after written approval.
- 2.4 In case specific product terms or terms of service also apply in addition to the General Terms and Conditions, these terms apply as well, however, Customer can in case of conflicting terms always rely on the applicable provision that is most favourable to him.
- 2.5 Terms or conditions set by Customer that are deviating from, or do not occur in these General Terms and Conditions are only binding if, and insofar SoapQueen has explicitly accepted them in writing.

ARTICLE 3. PRICES AND INFORMATION

- 3.1 All materials on the Website and in other materials derived from SoapQueen listed prices are including VAT and, unless specified otherwise on the website, other levies imposed by the government.
- 3.2 In case shipping costs are charged, this will be clearly and timely stated before conclusion of the Agreement. Furthermore these costs will be displayed in the order process.
- 3.3 The content of the website is composed with utmost care. SoapQueen however, cannot guarantee that all information available on the website is accurate and complete at all times. All prices and other information on the Website and in other materials derived from SoapQueen are therefore subject to manifest programming and typing errors.
- 3.4 SoapQueen cannot be held responsible for (color) deviations due to monitor quality.

ARTICLE 4. CONCLUSION OF AGREEMENT

- 4.1 The Agreement is established at the time of acceptance of the offer of SoapQueen by the Customer and meets the corresponding conditions laid down by SoapQueen.
- 4.2 In case the Customer has accepted the offer electronically, SoapQueen immediately confirms the receipt of the acceptance of the offer electronically. Long as the receipt of this acceptance has not been confirmed, Customer has the option to terminate the Agreement.
- 4.3 If it emerges that with the acceptance, or entering to the Agreement otherwise, inaccurate data was provided by the Customer, SoapQueen has the right to fulfil its duties only after the right information is received.
- 4.4 SoapQueen can notify within the law if Customer can meet its payment, as well as all the facts and factors that are important to a sound conclusion of the Agreement. If SoapQueen on the basis of this investigation has sound reasons for not entering into the Agreement, it is entitled to refuse an order or request or to implement special conditions such as prepayment.
- 4.5 SoapQueen reserves the right to refuse orders without stating the reasons.

ARTICLE 5. REGISTRATION

- 5.1 In order to optimally use the Website, Customer can register via the registration form/account logon option on the Website.
- 5.2 During the registration procedure the Customer chooses a user name and password, with which one can log on to the Website. Customer is responsible for choosing a sufficiently reliable password.
- 5.3 Customer must keep his credentials, username and password strictly confidential. SoapQueen is not liable for misuse of the credentials and may assume that the Customer that logs on to the account is the owner of the account. All actions made via the account of Customer, is the responsibility and risk of Customer.
- 5.4 In case Customer suspects that credentials have come into unauthorized hands, he must alter the credentials as soon as

possible and/or inform SoapQueen regarding the issue so that SoapQueen can take appropriate measures.

ARTICLE 6. EXECUTION AGREEMENT

6.1 When SoapQueen has received the order, SoapQueen ships the products in compliance with the alleged in paragraph 3 of this Article as soon as possible.

6.2 SoapQueen is entitled to engage third parties for the execution of duties deriving from the Agreement.

6.3 The initial delivery period is 2 to 6 business days. The mode of delivery can occur in different ways and is at the discretion of SoapQueen.

6.4 In case SoapQueen is unable to deliver the products within the agreed period, it will inform the Customer. Customer can agree with a new delivery period or is given the option to terminate the Agreement free of charge.

6.5 SoapQueen recommends Customer to inspect the received products and to report the defects found within a reasonable period, preferably in writing. See further the Article regarding guarantees and conformity.

6.6 As soon as the products are delivered at the provided address, the risks of the delivered products pass on to Customer. Unless explicitly indicated otherwise, the risk will pass to Customer earlier. If Customer decides to pick up his products, the risk passes to Customer with the transfer of the products.

6.7 SoapQueen is entitled to deliver a similar product of similar quality in case a product is no longer available. Customer is entitled to terminate the Agreement free of charge and return the product free of charge.

ARTICLE 7. RIGHT OF WITHDRAWAL/RETURN

7.1 Customer has the right to terminate the distance Agreement with SoapQueen without stating reasons and free of charge and within fourteen days after receiving the product. In case Customer is a natural person or legal entity acting in the exercise of his profession or business, then notwithstanding the foregoing, the procedure set out in paragraph 9 of this article will apply. The period starts on the day after Customer, or a pre-designated third party, other than the carrier, has received the product, or:

- i. if Customer has ordered several products in the same order: the day on which Customer, or a designated third party, received the last product;
- ii. if the delivery of a product consists of several shipments: the day on which Customer, or a designated third party, received the last shipment or last component;
- iii. with Agreements for regular delivery of products during a given period of time: the day on which Customer, or a designated third party, received the first product.

7.2 Only direct costs of return will be charged to Customer. Customer must therefore bear the return costs. In case these costs are higher than the regular postal rates, SoapQueen provides an estimation of these costs. Any customer-paid fees for payment and shipping of the product to Customer will be refunded to Customer upon return of the entire order. Above shall not apply to Customer acting in the exercise of his profession or business.

7.3 Within the withdrawal period referred to in paragraph 1, Customer will carefully handle the product and packaging. Customer will only open the package and only use the product so far as this is necessary in order to ascertain the nature, characteristics and the performance of the products. The starting point here is that these inspections should not go beyond than Customer would be able to in a physical store. Especially for Customers acting in exercise of their profession or business applies that only unused products and unopened packaging can be returned.

7.4 Customer is only responsible for depreciation due to deviant handling of the product than allowed in the preceding paragraph.

7.5 Customer may terminate the Agreement in accordance with the deadline set out in paragraph 1 of this Article, by sending the model withdrawal form (digital) to SoapQueen, or indicate in any other unequivocally way to SoapQueen that he renounces the purchase. In case of digital notification, SoapQueen confirms receipt. After termination Customer has 15 days to return the product. It is also possible to directly return the product, within the in paragraph 1 of this Article stated reflection period, provided that the model withdrawal form or other unequivocal statement is included for revocation.

Products can be returned to:

SoapQueen

Veilingdreef 20

4614RX, Bergen op Zoom

7.6 Sums already paid by Customer (in advance), will as soon as possible but no later than 14 days after termination of the Agreement be refunded to Customer in the same way as Customer has paid the order. If Customer has chosen a more expensive delivery method than the most advantageous standard delivery, SoapQueen does not have to refund the additional delivery fees.

7.7 Unless SoapQueen offers to pick up the product, SoapQueen can wait to return until SoapQueen has received the returned product, or until Customer proves that the product is returned, according to whichever occurs earlier. The Website provides information on the whether or not applicable right of withdrawal and any desired procedure clearly and timely before conclusion of the Agreement.

7.8 The right of withdrawal does not apply for:

- i. Products that have been created by the trader in accordance with specifications of the Customer;
- ii. Products returned for reasons of health protection or hygiene are not suitable for returns and which are unsealed after delivery.

7.9 In case Customer is a natural person or legal entity acting in the exercise of his profession or business, a distance Agreement can only be terminated by written or digital confirmation of SoapQueen. In that case, SoapQueen has the right to charge 25% of

the agreed price of the products, with a minimum of €7,50, full law SoapQueen under losses and lost profits to recover the excess. In case an order was not paid or picked up within 30 days after ordering, these will automatically be cancelled. The costs of cancellation will remain in force.

ARTICLE 8. PRICES AND PAYMENT

8.1 Customer must meet payments to SoapQueen according to the ordering process and the possibly specified payment methods on the Website. SoapQueen is free in its choice of the provision of payment methods and may change these from time to time. In case of payment after delivery, Customer knows a payment period of 14 days starting on the day after delivery.

8.2 If Customer fails to fulfil its payment obligation(s), it is, after being pointed out on the late payment by SoapQueen and SoapQueen has granted a period of 14 days in which to comply with its payment obligation, after failing to pay within this 14-day period, the statutory interest on the outstanding amount and SoapQueen is entitled to charge the extrajudicial collection costs incurred by Customer. These collection costs amount to a maximum of: 15% of the outstanding amounts up to €2.500,=; 10% over the subsequent of €2.500,= and 5% over the next €5.000,= with a minimum of € 40,=. SoapQueen may deviate from the given percentages and amounts to the benefit of Customer.

8.3 All prices are based on the during the offer existing prices, exchange rates, wages, taxes, duties, charges etc. In case of an increase of one or more cost factors, SoapQueen is entitled to increase the matching prices. Customer, whom is not acting in the exercise of its profession or business, is in that case entitled to terminate the Agreement by written declaration.

ARTICLE 9. WARRANTY AND COMPLIANCE

9.1 This article shall apply only if Customer does not act in exercise of his profession or business. In case SoapQueen provides special warranty on the products this applies, without prejudice to the newly set, to all types of Customers.

9.2 SoapQueen guarantees that the products comply with the Agreement, the in the offer stated specifications, the reasonable requirements of reliability and/or usability and the on the date of the conclusion of the Agreement existing legal provisions and/or government regulations. If specifically agreed, SoapQueen guarantees that the product is suitable for other than normal use.

9.3 A guarantee provided by SoapQueen, manufacturer or importer does not affect the legal rights and claims that Customer already has or can invoke under the Agreement.

9.4 In case the delivered product does not comply with the Agreement, Customer must notify SoapQueen within a reasonable period after discovering the lack thereof.

9.5 In case SoapQueen deems the complaint valid, after consultation with customer the relevant products will be repaired, replaced or refunded. The maximum compensation is, in accordance with the Article on liability equal to the price paid by the customer for the product.

ARTICLE 10. COMPLAINT PROCEDURE

10.1 In case Customer has a complaint about a product (in accordance with the Article concerning Warranty and Compliance) and/or other aspects of the services of SoapQueen, he can submit a complaint to SoapQueen by phone, email or mail. See contact details below General Terms and Conditions.

10.2 SoapQueen replies as soon as possible, but in any case within five days after receipt of the complaint. In case it is not possible to provide a substantive or definite response within five days after receipt of complaint, SoapQueen will within five days after receive of the complaint confirm receipt and provide an indication of the period within which it expects to provide a substantive or definite response to the complaint of Customer.

10.3 Customer, who does not act in exercise of his profession or business, may also submit a complaint via the European settlement platform, accessible through: <https://webgate.ec.europa.eu/odr/>.

ARTICLE 11. LIABILITY

11.1 This Article only applies if Customer is a natural person or legal entity that acts in exercise of his profession or business.

11.2 The total liability of SoapQueen against Customer due to imputable shortcomings is limited in compliance with the Agreement to reimburse up to the amount of the price stipulated in the Agreement (including VAT).

11.3 Liability of SoapQueen towards the Customer for indirect damage, which in any case specifically -but not exclusively - including consequential damages, lost profits, lost savings, delay damages, loss of data and loss due to business interruption is excluded.

11.4 Besides the in the previously stated situations in the two paragraphs of this Article, SoapQueen has no single liability towards Customer for compensation regardless of the reason on which an action for damages would be based. The restrictions mentioned in this article will expire if and so far as damage is the result of intentional or gross negligence of SoapQueen.

11.5 The liability of SoapQueen to Customer for accountable shortcomings in the performance of an agreement only arises if Customer SoapQueen submits without delay and duly in writing, setting a reasonable period for remedying the shortcomings, and SoapQueen continues to fail shortly in the performance of its obligations. The notice of default must contain as detailed a description of the shortcoming, so that SoapQueen is able to respond adequately.

11.6 The condition for the occurrence of any right to compensation is always that Customer shall report the damage to SoapQueen as soon as possible, but not later than 30 days after the date of its creation.

11.7 In case of force majeure, SoapQueen shall not be liable for compensation for any damage caused to Customer.

ARTICLE 12. RETENTION OF TITLE

12.1 As long as Customer has not fulfilled the payment for the total agreed amount, all delivered products remain in the ownership of SoapQueen.

ARTICLE 13. PERSONAL DATA

13.1 SoapQueen processes the inter alia of Customer in compliance with the on the Website published privacy statement.

ARTICLE 14. FINAL PROVISIONS

14.1 The Dutch law is applicable to the Agreement.

14.2 As far as rules of mandatory law do not stipulate otherwise, all disputes that may arise as a result of the Agreement will be submitted to the competent Dutch court in the district where SoapQueen is located.

14.3 In case a provision in these Terms and Conditions appears to be void, this does not affect the validity of the entire Terms and Conditions. The parties will in that case replace (a) new provision (s), which will allow as much as possible the purpose of the original provision.

14.4 Under "written", also communication per e-mail and fax is understood in these Terms and Conditions, provided that the sender's identity and integrity of the e-mail or fax are sufficiently secure.

Contact details

Should you have any questions, complaints or notifications left after reading these General Terms and Conditions, do not hesitate to get in contact with us by mail or email.

SoapQueen

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4614RX, Bergen op Zoom

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