

# Algemene voorwaarden - v3

02-06-2014

## supperclub

### about ordering

Ordering products is a simple procedure. When you want to order an item, click on the "add to bag" button to add the product to your shopping cart. When you're shopping and you would like to add another item to your shopping cart, simply click on another category and continue shopping. In your shopping cart all the selected products will be shown. With each product, you can indicate the quantity you want to order. You just change the quantity in the "quantity" box and update the shopping cart. Should you change your mind and not want the product after all, delete the item and update the shopping cart. After doing so, you can continue shopping. When you are finished you can start the payment procedure.

By creating an account with our shop, you will be able to move through the checkout process faster, shop multiple delivery addresses, view and track your orders in your account and more.

After placing an order, an order confirmation will be sent to your e-mail address, summarising all the specifics of your order. Please note, your e-mail address should be correctly written. As soon as your payment is accepted by the bank, you will receive a payment confirmation. We can then process your order which will be shipped within a couple of days (if in stock).

### about payment

Whenever you shop at the supperclub online store we guarantee you a safe and pleasurable shopping experience. We use only the most up to date Internet payment systems in order that you may comfortably shop in a safe environment. Payment can be made via the online cash register of the ING (TWYP). TWYP offers the payment methods: iDeal and credit card.

1. Via iDEAL (for Dutch bank accounts only). Direct and guaranteed payment via the Internet with your own electronic banking account. iDEAL enables you to purchase directly on the Internet. Just one mouse-click and iDEAL brings you to the trusted Internet banking environment. Rabobank, ABN AMRO, SNS Bank and ING have developed iDEAL. All the internet banking customers of the participating banks can use the system.

2. Via credit card (Visa, MasterCard or Amex). Your credit card number will only be visible to the bank, so you won't have to worry about any kind of abuse of your bank account number as a response to your order with the supperclub online store. Our site does not store the data but makes use of a very sophisticated encryption technology while sending that data. Credit card payments less than €10,00 will not be accepted.

Supperclub does not accept cash on delivery and does not send giro payment slips.

If you prefer not to send your personal information over the internet, you can always place an order by phone. In this case, please contact customer service.

If you feel your payment has not been processed correctly please verify if your payment has been taken from your bank account or credit card. Otherwise please contact our customer service and mention clearly your name, email, phone number and your order number to provide the best service.

All prices are mentioned in Euro's and are including VAT and excluding shipping costs. Prices and typing mistakes are subject to change without notice. No rights can be derived from unlawful price information or the content of the material.

### about shipping

Supperclub ships your supperclub order after receipt of payment. Supperclub always tries to ship your order in one shipment. It may be that you have ordered a number of items, one or more of these you have to wait for. In this case we only charge shipping and handling once. All orders will be delivered via PostNL/TNT Parcelware. Supperclub is not responsible when delivery cannot take place, due to absence. Once the package is returned to our depot, we are willing to re-send at additional costs.

We suggest not mentioning PO Box addresses for parcels more than 12 kg. If you like, you can also have your order delivered at another address than your own. Simply enter the delivery address when checking out. All items can be delivered outside The Netherlands (so far only to countries stated at country list ie. where you can find our stores). The speed of the delivery depends on the various items ordered. Mostly we try to ship all ordered items in one go. Delivery outside The Netherlands varies per country and can take 2 business days to 4 weeks.

The speed of your delivery also depends on the selected payment method. The delivery time of any product may be up to 30 days or as much shorter as possible. All delivery times specified by Supperclub are of an indicative nature only.

about returns

Once you've ordered and paid your order will be processed and cannot be changed.

Supperclub accepts returns, provided that they are returned within 7 days. Supperclub cannot accept return of tickets, CDs (unless sealed). Returns should be accompanied by the original packaging number and in the original wrapping.

Important: every item has to be in the original packaging, new and unused.

Returns that are damaged, soiled or altered may not be accepted and may be sent back to the customer.

You will be responsible for shipment costs and any risks during transport. Supperclub will not accept returns with insufficient postage.

Please include the original packaging note, your full name and address and your bank account number (we will not refund the shipping, taxes and fulfillment costs).

Faulty goods are classified as faulty if they are received damaged, or where a manufacturing fault occurs within six months of purchase. Please note that items that are damaged as a result of wear and tear are not considered to be faulty and cannot be returned. If you would like to exchange a faulty item, please be aware that we can only replace it for the same product in the same size, subject to availability. Where possible, we will offer to repair faulty items.

Our customer service will be happy to provide you with the return address. By email: [amsterdam@supperclub.com](mailto:amsterdam@supperclub.com)

Please mention clearly your name, email, phone number and your order number to provide the best service.

## Terms and conditions

Terms and conditions supperclub, Amsterdam (The Netherlands). Supperclub is registered with the Chambers of Commerce in Amsterdam.

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## 1. Applicability

1.1 The terms and conditions (hereafter called: conditions) are applicable on all offers, orders and agreements from Supperclub.

1.2 Accepting an offer or placing an order implies that you accept the applicability of these conditions.

1.3 Deviations from these conditions are only respected when Supperclub has agreed upon these deviations in writing.

1.4 All other terms of these conditions will remain effective should one or more of the terms be nullified and/or be made invalid. By mutual arrangement, Supperclub and the client will then form new terms to replace those nullified and/or made invalid, as much as possible following the implied purpose of the term(s) in question.

1.5 These conditions respect consumer rights as stipulated by law (or from the sales agreement).

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## 2. Offers and agreements

â€¢ 2.1 All offers on the supperclub store are noncommittal and Supperclub reserves the right to modify prices, especially when necessary because of legal constraints. All offers are on a basis of availability.

â€¢ 2.2 An agreement is only made after the acceptance of your order by Supperclub, after the order form on the supperclub online store has been filled out correctly. An agreement is in place when Supperclub sends a confirmation of the order to the buyer.

â€¢ 2.3 Supperclub is entitled to refuse orders, or impose certain conditions to them, unless expressly stated otherwise.

â€¢ 2.4 Supperclub will notify a buyer within ten (10) days after receipt of the order should that order be refused.

â€¢ 2.5 Supperclub is not obliged to deliver products that are out of stock when orders for the product are made until the product has been produced and is in stock.

â€¢ 2.6 The buyer and Supperclub expressly agree that a valid agreement is in place through electronic communication, once these conditions have been followed and the order procedure has been completed.

â€¢ 2.7 The following information will be stated in the order confirmation:

- o A description of the product the customer has purchased, the product number, size, colour and quantity of the product purchased.

- o Price of the product in Euros.

- o Shipment and handling fees that result from the agreement Supperclub has made with the customer.

- o Customer details, such as name, invoice or delivery address, e-mail address and customer phone or fax number.

- o The order number of the agreement.

- o The e-mail address the customer should use for questions regarding the order.

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## 3. Prices and Payments

â€¢ 3.1 All quoted prices are in Euros, include VAT and exclude shipment and handling fees, other taxes and charges, unless specified otherwise or agreed upon in writing. All prices are subject to change.

â€¢ 3.2 Payment without discounts or compensation is due within seven(7) days after the invoice date, unless otherwise agreed upon in writing.

â€¢ 3.3 Reimbursement: If you have already made the payment when the agreement with Supperclub is cancelled in accordance with the cooling-off conditions (referring to â€”terms and conditionsâ€”<sup>TM</sup>), Supperclub will reimburse the customer for the payments already received within 14 days after receipt of the returned product.

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## 4. Delivery / Delivery time

â€¢ 4.1 The delivery time of any product may be up to 30 days or as much shorter as possible. All delivery times specified by Supperclub are of an indicative nature only.

â€¢ 4.2 Exceeding the delivery time does not give any rights for compensation by Supperclub or order cancellation.

â€¢ 4.3 When the customer has already made payments as per the agreement that will be annulled in accordance with article 4.2, Supperclub will return the sum already paid within 14 business days after receipt of the annulment specified in article 4.2.

â€¢ 4.4 Delivery of the products will take place on the location and time when the products are ready to be delivered to the customer.

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## 5. Transfer of ownership

â€¢ 5.1 The ownership of the products delivered will only be transferred when all outstanding invoices from Supperclub have been fulfilled. All responsibility for the products will be transferred to the customer at the moment of delivery.

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## 6. Intellectual and industrial property rights

â€¢ 6.1 All rights of intellectual property on the products delivered to the customer, and subjects in relation with the online supperclub store are the property of supperclub and/or her suppliers. The intellectual property includes patents, authors, brands, drawings, model rights and/or other intellectual property.

â€¢ 6.2 Supperclub does not guarantee that any of the products delivered do not infringe any (unwritten) intellectual or industrial property rights of third parties.

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## 7. Cooling-off period

â€¢ 7.1 The customer is obliged to inspect the products thoroughly and immediately after delivery. Any damage and/or missing parts in the product(s) must be reported as soon as possible.

â€¢ 7.2 After receipt of the order, the customer is entitled to annul the agreement with Supperclub within seven (7) business days of receipt. There is no obligation to specify a reason for doing so. The customer will need to inform Supperclub in writing (mail, or e-mail) should he or she wish to annul the agreement in accordance with article 7.1 of these conditions, After consulting Supperclub, the customer should return the product to the address specified by Supperclub. The customer will be responsible for shipment costs and any risks during transport. Supperclub can, in consultation, in some cases make an exception.

â€¢ 7.3 If the customer has already made payments when the agreement with Supperclub is cancelled in accordance with article 7.1 and 7.2 of these conditions, Supperclub will reimburse the customer for the payments already

received within 14 days after receipt of the returned product.

â€¢ 7.4 Supperclub reserves the right to refuse returned products or to only reimburse a part of the total amount when it is suspected that the product has been opened, used, or damaged by fault of the customer (not by fault of Supperclub or the supplier of the product).

â€¢ 7.5 Supperclub will inform the customer in writing (mail, or e-mail) when returned products are damaged because of negligence of the customer or other factors that are at the customer's risk. Supperclub may charge the customer for the depreciation of the product by deducting it from the amount to be reimbursed.

â€¢ 7.6 Any complaints founded on facts that justify the proposition that the delivered product does not answer to the agreement, are only valid for a period of three months after receipt by the customer.

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## 8. Orders / communication

â€¢ 8.1 Supperclub will not be held responsible in case of misunderstandings, damages, delays or inadequate communication of orders and announcements as a result of using the Internet or any other means of communication between the customer and Supperclub, or between Supperclub and third parties, concerning the relation between the customer and Supperclub.

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## 9. Privacy

â€¢ 9.1 Details provided by the customer will be held on file by Supperclub. Your details will be used to process your order and may be put at the disposal of third parties should this be necessary. Our records are registered with the council for the protection of personal details (the current registration chamber).

â€¢ 9.2 Unless the customer has indicated not to appreciate this, this information will be entered into our database. Your details will be processed in accordance with the laws and regulations that apply.

â€¢ 9.3 Customer credit card data - like the card number and expiry date - will never be stored in any file by Supperclub.

â€¢ 9.4 Customers may have access to their personal data in Supperclub database should they request this. The customer has the right to ask for modifications of those details when they are incorrect.

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## 10. Circumstances beyond our control

â€¢ 10.1 Without affecting her other rights, Supperclub has the right to suspend or cancel your order without judicial intervention in circumstances that are beyond our control. We will inform you about this in writing. Supperclub cannot be held liable for compensation in any way unless the circumstances dictate a certain degree of liability in fairness and reasonability.

â€¢ 10.2 Circumstances beyond our control are circumstances in which a fault cannot be attributed to Supperclub as we hold no blame according to law, legal act, or common regulations in traffic.

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## 11. Risks

â€¢ 11.1 Risks during transport of the products ordered by the customer are the responsibility of Supperclub. At the moment of delivery, or the moment that is in all reasonability regarded as delivery, the responsibility for the product is transferred into the care of the customer, notwithstanding legal obligations that cannot be excluded by Supperclub.

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## 12. Warranty

â€¢ 12.1 When indicated with the product on the website, Supperclub provides a warranty. This warranty does not affect your consumer rights as stipulated by law.

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## 13. Complaints

â€¢ 13.1 All complaints relating to delivery, quality, and any other complaints will be taken seriously by Supperclub.

â€¢ 13.2 Customers should make any complaints known to Supperclub within seven (7) business days.

â€¢ 13.3 Supperclub will try to resolve the complaint within ten (10) business days. Supperclub will inform the customer about this in writing (mail, or e-mail).

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## 14. Supperclub customer service

â€¢ 14.1 All communications based on these conditions will take place through: Supperclub, Jonge Roelensteeg 21, 1012PL Amsterdam, the Netherlands. E-mail: [amsterdam@supperclub.com](mailto:amsterdam@supperclub.com).

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## 15. Miscellaneous

â€¢ 15.1 When you inform Supperclub in writing of a delivery address, Supperclub will be justified to deliver all orders to that address, unless you inform Supperclub in writing that your orders should be sent to a different address.

â€¢ 15.2 Should Supperclub for a duration of time deviate from these conditions in any way, it will form no legal impediment for Supperclub to demand strict compliance to those conditions at a later time. You will never acquire any rights based on leniency in applying the conditions by Supperclub.

â€¢ 15.3 In the event that one or more of these conditions or any other agreement with Supperclub is in conflict with the law, the condition in question will be made invalid to be replaced by a new condition serving the same purpose but in agreement with the law.

â€¢ 15.4 Supperclub may use third parties to fulfill your order(s).

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## 16. Applicable law and court

16.1 On all rights, obligations, offers, orders, and agreements these conditions apply to, as to these conditions themselves, only the Dutch law applies. 16.2 All disputes between parties will only be brought before a Dutch court presided by a judge qualified by the Netherlands.