

Terms and Conditions - v3

aGirlCalledCat

05-06-2016

Please read the general terms and conditions very carefully. If you have any questions, please don't hesitate to contact us at info@agirlcalledcat.nl

All rights, obligations, specials, orders and agreements that fall under these General Terms and Conditions, and under this condition, are applicable under Dutch Law and Jurisdiction. In the case of translation or explanation of the contents of aGirlCalledCat website, the Dutch version of the text in this website and these General Terms and Conditions will remain determinate.

aGirlCalledCat is registered on 55988857
VATS number NL178300561B01
Schimmelpenninckstraat 128
3039 KS Rotterdam

Adress:
Schimmelpenninckstraat 128
3039 KS Rotterdam

1. General

These conditions apply to all sales and agreements between aGirlCalledCat and the consumer, whereby aGirlCalledCat will apply these conditions unless agreed otherwise in writing. If articles are ordered from aGirlCalledCat, the purchaser automatically accepts the stipulations set out in these General Terms and Conditions.

2. Orders

Once an order has been placed, the consumer will directly receive an email to confirm the details of the order and the total costs associated with the order. All orders will be sent within 5 working days after receipt of payment by the consumer, delivery depends on the state/ country. In the case of technical malfunction, however, which falls under the category of circumstances beyond aGirlCalledCat control, an order will be shipped as soon as possible. aGirlCalledCat will keep the consumer duly informed of the status of the order. We strive to keep our website www.aGirlCalledCat.nl as current as possible. However, the possibility remains that a certain product is no longer available, in which case we will contact the consumer as soon as possible. A product must be delivered to the consumer within 30 days of the order placement. If aGirlCalledCat fails to comply with this, the consumer may immediately break the order contract. This is not possible, however, if the parties involved have previously agreed to a different delivery term.

3. Prices and payment

All prices indicated on aGirlCalledCat website are in Euro's and include value added tax. Consumers are able to make payments electronically to aGirlCalledCat in many different ways. The differing payment methods are IDEAL and through bank transfer. Shipment of the order will take place once aGirlCalledCat has received payment for the order. aGirlCalledCat will add the shipping costs to the invoice of the order. More information concerning the shipping costs can be found under the title [deliveryterms](#).

4. Delivery

The delivery time is indicative and is therefore not guaranteed. However, the final delivery time will not exceed more than one week of the indicated delivery time, excepting cases of 'force majeure'. The order will be processed and shipped within five working days of receiving payment. aGirlCalledCat cannot be held responsible if the post is unable to deliver the order to the consumer on time.

5. Transfer of ownership

Ownership of merchandise will not be transferred until the associated obligations of purchaser have been fulfilled. At the point of transfer of ownership, which is at the point of delivery of the articles, product liability is transferred to the purchaser.

6. Money back Guarantee

If the consumer, for whatever reason, does not wish to retain the article, the consumer has the right to return the article to aGirlCalledCat within 14 working days after taking delivery of the article. The consumer must first inform aGirlCalledCat in writing via email of their intention, and must follow all further return conditions and instructions stipulated by aGirlCalledCat. This guarantee does not comply if the article has been worn or washed, or if the consumer has attempted to mend or alter the article in any way. Return articles will only be accepted if it is sent in the original, undamaged wrapping and the labels are still attached to the merchandise. Furthermore, the shipping costs of the returned merchandise will be entirely paid by the consumer. Under no circumstances will aGirlCalledCat reimburse the shipping costs of returned merchandise. If the return instructions have been followed accurately, aGirlCalledCat will reimburse the consumer for the returned article(s) within 7 days after receiving it.

7. Queries/ Complaints

In the case of queries or complaints concerning any of our products or procedures, please inform us by email info@aGirlCalledCat.nl. You will receive a reply within two working days.

8. Privacy

aGirlCalledCat finds it very important to ensure that all of the consumer's personal information is treated with the utmost care and security. aGirlCalledCat will not give the consumer's personal information to third parties, except when the information is required for the delivery of the order.

When making an order, aGirlCalledCat requires the consumer's name, invoice and delivery addresses, and payment details so that an order can be processed. The payment details will only be used to conclude the payment process.

If the consumer subscribes to our newsletter or RSS, their personal details will be used to keep them informed of changes to our assortment, special offers, website improvements and other relevant information pertaining to aGirlCalledCat.

Records of website visits are kept for statistical purposes. Information concerning the amount of visitors and visitor frequency to our website will be used for internal research and website improvement. However, this general information is anonymous and cannot be traced back to the individual visitor.

9. Liability

All articles in the assortment of aGirlCalledCat have been produced with the greatest care. aGirlCalledCat cannot assume any liability for damages in any form whatsoever, either physical, material or immaterial, that can be caused by malfunctioning or ill use of the articles sold by aGirlCalledCat and/ or materials or accessories becoming undone.

The content of the website has been compiled with the greatest care. However, aGirlCalledCat cannot preclude the possibility of any error or incompletes in the information on this website. aGirlCalledCat cannot assume any liability for the consequences of incorrect or incomplete information on the website. aGirlCalledCat cannot be held responsible for any typing or misprinting errors that could communicate an incorrect selling price. In that case aGirlCalledCat will adjust the price as soon as possible. The actual colour of the products can differ from the colours shown on the computer screens. aGirlCalledCat cannot be held responsible for variations in colours as a consequence of the quality of the computer screens. The position and size of the actual applications and/or sequins on the clothes can differ slightly from the display on the website. aGirlCalledCat cannot be held responsible for this. Certain links on the website can give access to websites and information that is being exploited and maintained by third parties. aGirlCalledCat does not control these sites and it not responsible for the content of these sites.

10. Force Majeure

Despite any other established legal rights, aGirlCalledCat is entitled, at its own choice, in case of Force Majeure, to cancel your order, or cancel the purchase agreement without legal intervention, by informing the client in writing. Client is not entitled to any damages, unless given the circumstances this would be unacceptable according to measures of reason and fairness.

11. Copyright

All information on aGirlCalledCat websites is protected by copyright. It is illegal to copy, use or distribute any information from aGirlCalledCat website without first acquiring written permission. Visitors and users of aGirlCalledCat website may not claim any rights pertaining to the information on the website. None of the text or graphics from aGirlCalledCat websites may be partially or wholly copied or publicly used for printing, photocopying, faxing, overtyping, in an electronic database, or for any other reproduction purposes.

12. Acceptance of General Conditions

All website users are required to be aware of, and to agree with, all of the above General Conditions. By placing an order with aGirlCalledCat, the consumer automatically agrees to all of our General Conditions. aGirlCalledCat client's details are automatically stored in our client list and will receive our newsletter.