

## General Terms & Conditions Blue Bottle Gifts

### Definitions

The following definitions apply to these general terms & conditions:

1. Reconsideration period: the period within which the consumer may exercise his/her right to dissolve the agreement.
2. Consumer: a natural person, not acting in the exercise of a profession or business and entering into a remote agreement with the web store.
3. Day: calendar day.
4. Sustainable data-carrier: any means enabling the consumer or web store to save information intended for them in such a way that this saved information can be consulted and reproduced unchanged in the future.
5. Right to dissolve: the consumer's entitlement to remotely cancel the agreement within the reconsideration period specified.
6. Web store: the natural or legal person offering products remotely to consumers, in this case Blue Bottle Gifts, part of Blue Bottle publications.
7. Remote agreement: agreement between the consumer and the web store entered into remotely by means of a system intended for this purpose.
8. In writing: in writing explicitly includes electronic communications such as e-mail, provided that the identity of the sender and the authenticity of the communication is adequately ensured.

### General

1. These general terms & conditions apply to all offers made by the web store and all remote agreements entered into between web store and consumer.
2. The agreement is entered into the moment the consumer accepts the offer from the web store and fulfils the conditions set for this offer.
3. The web store will promptly confirm receipt of this acceptance of the offer. The consumer is entitled to dissolve the agreement up to the moment the web store has sent this confirmation.
4. As an exception to paragraph 2, the agreement is concluded only once the web store has been informed, within the legal framework, of whether the consumer is able to fulfil its payment obligations and of other facts and factors that are of significance when considering entering into a remote agreement in a responsible manner. If sufficient grounds to refuse are present, the storekeeper is entitled to refrain from entering into the agreement, or to dissolve this or attach special conditions to this.

### Right to dissolve

1. The consumer is entitled to dissolve the agreement without providing grounds within 14 days of receipt of the product by the consumer, or in advance through the consumer's appointed representative.
2. During this period, the consumer will treat the product and packaging with due care. Consumer will only unpack or use the product to the extent that this is essential for the assessment of the product.
3. In the event that the consumer wishes to exercise its right to dissolve, s/he must notify the web store of this in writing within the reconsideration period. Web store will then promptly confirm receipt of this notification.
4. Products must be returned to the web store together with all accessories supplied and as far as possible in their original condition and packaging, in accordance with the clear, reasonable instructions provided by the web store.
5. In the event of dissolution, the cost of returning the products is at the consumer's expense.

6. Following dissolution, the consumer must return the product within 14 days in accordance with that stated in paragraph 4.
7. The web store will return payments received from the consumer within fourteen days of dissolution.

#### Exclusion of right to dissolve

The right to dissolve is excluded in relation to the following products:

1. Those products created by the web store in accordance with specifications provided by the consumer.
2. Those products that are clearly of a personal nature.

#### Delivery

1. The place of delivery will be the address made known by the consumer to the web store.
2. The web store will deliver the orders within 30 days, unless a longer delivery term is agreed. The web store will make prompt notification of delays to delivery.
3. The consumer is entitled to dissolve the agreement in the event that delivery takes place or can take place only after this period of 30 days, without such being agreed in advance. In the case of dissolution by the consumer, the web store will return payments received within thirty days.
4. The risk of damage or loss of products passes to the consumer at the moment of delivery to the consumer or a third party designated by them.

#### Complaints and disputes

1. Complaints concerning the implementation of the agreement must be reported to the web store without delay, and in any event no later than within 7 days of the consumer having ascertained the defect, in writing and giving a full and clear description of the complaint.
2. Complaints received by the web store will receive a reply within 14 days of receipt of the complaint. In the event that the complaint cannot be remedied within 14 days, the web store will notify the consumer of this promptly and give an indication of the term within which the consumer can expect a remedy.

#### Privacy

1. The web store will treat the consumer's personal details in confidence and use these only for the processing of the order.
2. These personal details will never be made available to third parties, unless these are involved in the implementation of the order.

#### Copyright

The designs displayed in the web store are subject to copyright. These designs may not be reproduced and/or distributed in any manner whatsoever without permission from the web store in writing.

#### Applicable law

Agreements between the web store and the consumer are subject exclusively to the law of the Netherlands.

Bluebottlegifts.com is a web store and part of Blue Bottle publications.

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