

# Terms and Conditions - v5

CakesInc.Nails

29-12-2019

## Introduction

These are our General Terms and Conditions. These General Terms and Conditions always apply when you use our Website or place an order through our Website, and they contain important information for you as a buyer. Please read them carefully. We also recommend that you save or print these General Terms and Conditions so that you can consult them at a later time.

## Article 1. Definitions

- 1.1. CakesInc.Nails: based in 's Gravenhage and registered with the Chamber of Commerce under file number 63308355, trading as CakesInc.Nails.
- 1.2. Website: the Website of CakesInc.Nails, to be found on [www.cakesincnails.com](http://www.cakesincnails.com) and all of its subdomains.
- 1.3. Client: the natural person or corporation who enters into an agreement with CakesInc.Nails and/or is registered on the Website.
- 1.4. Agreement: any arrangement or agreement between CakesInc.Nails and the Client of which the General Terms and Conditions are an integral part.
- 1.5. General Terms and Conditions: these General Terms and Conditions.

## Article 2. Applicability of the General Terms and Conditions

- 2.1. The General Terms and Conditions apply to all offers, agreements and deliveries of CakesInc.Nails, unless explicitly agreed otherwise in writing.
- 2.2. If the Client in his order, confirmation or any other communication alleging acceptance of the General Terms and Provisions includes any provisions that differ from, or are not included in the General Terms and Conditions, such provisions will only be binding upon CakesInc.Nails if and in so far as CakesInc.Nails has accepted them in writing.
- 2.3. In cases where specific product or service-related terms and conditions apply in addition to these general terms and conditions, Client can always invoke the applicable condition that is most favorable to him in the event of incompatible general terms and conditions.

## Article 3. Prices and information

- 3.1. All prices posted on the Website and in other materials originating from CakesInc.Nails include taxes and other levies imposed by the government, unless stated otherwise on the website.  
If shipping costs are charged, these will be clearly stated in good time before the contract is concluded. These costs will also be displayed separately in the ordering process.
- 3.2. The content of the Website is composed with the greatest care. CakesInc.Nails cannot, however, guarantee that all information on the Website is correct and complete at all times. All prices and other information posted on the Website and in other materials originating from CakesInc.Nails are subject to obvious programming and typing errors.
- 3.3. CakesInc.Nails cannot be held responsible for deviations in colour that result from the quality of the colours displayed on the screen.

## Article 4. Conclusion of the Agreement

- 4.1. The Agreement will be deemed to be concluded at the moment the Client accepts the offer of CakesInc.Nails subject to the conditions laid down by CakesInc.Nails.
- 4.2. If the Client has accepted the offer by electronic means, CakesInc.Nails will confirm receipt of acceptance of the offer by electronic means without delay. Until such receipt of acceptance is confirmed, the Client will have the possibility to dissolve the Agreement.
- 4.3. If it is found that, in accepting or otherwise entering into the Agreement, the Client has provided incorrect data, CakesInc.Nails will have the right demand fulfilment of the Client's obligations until the correct data is received.

## Article 5. Registration

- 5.1. To make optimum use of the Website, the Client can register using the registration form/the account sign-in option on the Website.
- 5.2. During the registration process, the Client will be asked to choose a user name and password with which he can log on to the Website. The Client alone is responsible for choosing a sufficiently reliable password.
- 5.3. The Client must keep its login credentials, user name and password strictly confidential. CakesInc.Nails cannot be held liable for any misuse of the login credentials and is always entitled to assume that the Client who logs on to the Website is the party that it professes to be. The Client is responsible for and bears the full risk of any and all actions and transactions performed via the Client's account.
- 5.4. If the Client knows or has reason to suspect that its login details have become available to unauthorised parties, it will be required to change its password as soon as possible and/or to notify CakesInc.Nails accordingly so as to allow CakesInc.Nails to take appropriate measures.

## Article 6. Execution of the Agreement

- 6.1. As soon as CakesInc.Nails has received the order, it will send the products to the Client without delay and with

due regard for the provisions of paragraph 3 of this article.

6.2. CakesInc.Nails is authorised to engage third parties in the fulfilment of its obligations under the Agreement.

6.3. In principle, the delivery term is 3 days. Delivery may be effected in various ways, at the discretion of CakesInc.Nails.

6.4. If CakesInc.Nails is unable to deliver the products within the agreed term, it will notify the Client accordingly. In that case the Client can decide either to agree to a new delivery date or to dissolve the Agreement without incurring any costs.

6.5. CakesInc.Nails advises the Client to inspect the products upon delivery and to report any defects within an appropriate period, preferably in writing or by email. For further details, see the article about guarantee and conformity.

6.6. The risks associated with the products will transfer to the Client as soon as the products are delivered at the agreed delivery address.

6.7. If the ordered product can no longer be supplied, CakesInc.Nails is entitled to deliver a product which is comparable in nature and quality to the ordered product. In that case, the Client will have the right to dissolve the Agreement without incurring any costs and to return the product free of charge.

6.8. Letterbox packages are delivered to the Netherlands within one or two working day, even if the recipient is not at home. A letterbox package can be sent to Dutch addresses and PO Box addresses. \* The status information of a letterbox package is more limited than that of package shipments. The letterbox package can not be traced in case of lack of clarity so that research is not possible. (LET OP: MOCHT UW PAKJE KWIJTT RAKEN KAN CAKESINC.NAILS EN DERDE PARTIJ NIET ACHTER HALEN WAT ER MET HET PAKJE IS GEBEURT EN AL DUS CAKESINC.NAILS NIET VERANTWOORDELIJK IS HIERVOOR!!!)

#### Article 7. Right of withdrawal/return

7.1. This article only applies if the Client is a natural person who is not acting in his or her professional or commercial capacity. Business Clients therefore have no right of withdrawal.

7.2. The Client will have the right to dissolve the distance Agreement with CakesInc.Nails within 14 days after receiving the product, free of charge and without stating reasons.

7.3. The term commences on the day after the product was received by the consumer, or a third party designated by the consumer, who is not the transporting party, or:

- if the delivery of a product involves different deliveries or parts: the day on which the Client, or a third party designated by the Client, received the last delivery or the last part;
- with contracts for the regular delivery of products during a given period: the day on which the Client, or a third party designated by the Client, received the last product;
- if the Client has ordered several products: the day on which the Client, or a third party designated by the Client, received the last product.

7.4. Only the direct costs incurred for the return shipment are for the Client's account. This means that the Client will have to pay the costs of returning the product. Any shipping costs paid by the Client and the purchase price paid for the product will be refunded to the Client if the entire order is returned.

7.5. During the withdrawal period referred to in paragraph 1 above, the Client will treat the product and its packaging with the utmost care. The Client may not open the packaging or use the product unless this is necessary in order to determine the nature of the products, their features and their operation.

7.6. The Client is only liable for the product's devaluation that is a consequence of his handling the product other than as permitted in.

7.7. The Client can dissolve the Agreement in accordance with paragraph 1 of this article by reporting the withdrawal (digital or in order form) to CakesInc.Nails, within the withdrawal period, by means of the model form for right of withdrawal or in some other unequivocal way. If CakesInc.Nails makes it possible for the Client to declare his withdrawal via electronic/digital means, then after receiving such a declaration, CakesInc.Nails sends immediate confirmation of receipt.

7.8. As quickly as possible, but no later than 14 days after the day of reporting as referred to in paragraph 1, the Client shall return the product, or hand it over to (a representative of) CakesInc.Nails. Client can send the product directly to CakesInc.Nails without a notice of withdrawal in advance within the period as mentioned in paragraph 1. Client must, in this case, include a written notice of withdrawal, such as the model form.

Products can be returned to the following address:

CakesInc.Nails

Melis Stokelaan 1078

2541EE, 's Gravenhage

7.9.

7.10. Any amounts already paid by the Client (in advance) will be refunded to the Client as soon as possible, and in any case within after dissolution of the Agreement. If the Client chose an expensive method of delivery in preference to the cheapest standard delivery, CakesInc.Nails does not have to refund the additional costs of the more expensive method Except in cases in which CakesInc.Nails has offered to retrieve the product himself, he can postpone refunding until he has received the product or until the Client proves he has returned the product, depending on

which occurs earlier.

7.11. Information about the applicability or non-applicability of a right of withdrawal and any required procedure will be posted clearly on the Website, well before the Agreement is concluded.

7.12. The right of withdrawal does not apply to:

- Sealed products that, for reasons relating to the protection of health or hygiene, are unsuited to returning and whose seal was broken subsequent to delivery;

#### Article 8. Payment

8.1. The Client shall pay the amounts due to CakesInc.Nails in accordance with the ordering procedure and any payment methods indicated on the Website. CakesInc.Nails is free to offer any payment method of its choice and may change these methods at any time.

#### Article 9. Warranty and conformity

9.1. This article only applies if the Client is a natural person who is not acting in his or her professional or commercial capacity. If CakesInc.Nails gives a separate warranty on the products then, without prejudice to the aforesaid, this applies to all types of Clients.

9.2. CakesInc.Nails guarantees that the products are in conformity with the Agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or usability and with the existing statutory provisions and/or government regulations that are in force from the date of entering into the Agreement. If specifically agreed, CakesInc.Nails also guarantees that the product is suitable for other than normal use.

9.3. If the delivered product is not in conformity with the Agreement, Client must inform CakesInc.Nails within a reasonable period of time after he has discovered the defect.

9.4. If CakesInc.Nails deems the complaint to be correct, the faulty product(s) will be repaired, replaced or refunded in consultation with the Client. The maximum amount of compensation is, having regard to the Article on liability, equal to the price paid by Client for the product.

#### Article 10. Complaints handling procedure

10.1. If the Client has any grievances in connection with a product (in accordance with the article on warranties and conformity) and/or about other aspects of CakesInc.Nails's service, it can submit a complaint by email. See the contact details at the bottom of the General Terms and Conditions.

10.2. CakesInc.Nails will respond to the complaint as soon as possible, and in any case within 3 days after having received it. If it is not yet possible for CakesInc.Nails to formulate a substantive reaction to the complaint by that time, CakesInc.Nails will confirm receipt of the complaint within 3 days after having received it and give an indication of the term within which it expects to be able to give a substantive or definitive reaction to the Client's complaint.

10.3. If the Client is a natural person who is not acting in his or her professional or commercial capacity, it can file a complaint through the European Online Dispute Resolution platform, available at: <http://ec.europa.eu/odr/>.

#### Article 11. Personal details

11.1. CakesInc.Nails will process the Client's personal details in accordance with the privacy statement, which can be found at [https://www.cakesincnails.com/en\\_GB/c-4436698/privacy-policy/](https://www.cakesincnails.com/en_GB/c-4436698/privacy-policy/).

#### Article 12. Final provisions

12.1. This agreement is governed by the laws of the country of establishment of the webshop.

12.2. Insofar as not dictated otherwise by mandatory law, any disputes ensuing from the Agreement will be submitted to the competent Dutch court in the district where CakesInc.Nails has its registered office.

12.3. If any provision set out in these General Terms and Conditions should prove to be void, this will not affect the validity of the General Terms and Conditions as a whole. In that case, the Parties will lay down one or more new provisions in replacement which will reflect the original provision as much as is possible under the law.

12.4. The term 'written' in these General Terms and Conditions also refers to communication by email and fax, provided that the sender's identity and the integrity of the email message have been sufficiently established.

#### Contact details

Should you have any questions, complaints or comments after reading these General Terms and Conditions, please contact us by email.

[info@cakesincnails.com](mailto:info@cakesincnails.com)

Chamber of Commerce 63308355

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