

Terms and Conditions FS Cosmetics, Honma Tokyo.

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Article 1 - Definitions

For the following conditions:

1. **Cooling-off**period : the time limit within which the consumer can exercise his right to withdraw;
2. **"Consumer"** means the natural person who does not act in the pursuit of occupation or business and enters into a distance contract with the entrepreneur;
3. **Day**: calendar day;
4. **Duration transaction**: a distance agreement relating to a range of products and/or services, the supply and/or purchase obligation of which is spread over time;
5. **Sustainable data**medium: any means enabling the consumer or entrepreneur to store information personally directed to him in a way that allows future consultation and unaltered reproduction of the stored information.
6. **Right**of withdrawal: the possibility for the consumer to waive the distance contract within the cooling-off period;
7. **Model form**: the retraction model form made available to the entrepreneur who can fill out a consumer when he wishes to make use of his right to withdraw.
8. **Entrepreneur**:the natural or legal person who offers products and/or remote services to consumers;
9. **Distance**Agreement: an agreement whereby, under a system organised by the entrepreneur for distance selling of products and/or services, only one or more remote communication techniques are used until the conclusion of the contract;
10. **Technology for remote communication**: means that can be used to conclude an agreement, without consumers and entrepreneurs having simultaneously come together in the same space.
11. **Terms and**conditions: the entrepreneur's terms and conditions.

Article 2 - Identity of the entrepreneur

FS Cosmetics with trade name; Honma Tokyo;
Tokyostraat 19 F, 1175 RB LIJNDEN;
Phone number: +31 20 822 0358 or +31(0) 6 5774 1818 between 9-17, Mon-Fri.
Email address: info@honmatokyo.nl
KvK number: 64457966
VAT identification number: NL002458153B68

Article 3 - Applicability

1. These terms and conditions apply to any offer of the entrepreneur and to any distance and orders between the entrepreneur and the consumer.
2. Before the distance agreement is concluded, the text of these general conditions shall be made available to the consumer. If this is not reasonably possible, it will be indicated before the distance agreement is concluded that the general conditions can be seen with the entrepreneur and they will be sent free of charge as soon as possible at the consumer's request.
3. If the distance agreement is concluded electronically, by way of derogation from the previous paragraph and before the distance agreement is concluded, the text of these general conditions may be made available to the consumer by electronic means in such a way that it can be easily stored by the consumer on a durable data carrier. If this is not reasonably possible, it will indicate before the agreement is concluded remotely where the terms and conditions can be communicated by electronic means and that they will be sent by electronic means or otherwise free of charge at the consumer's request.
4. In the event that specific product or service conditions apply in addition to these general conditions, the second and third members shall apply mutatis mutandis and, in the event of conflicting general conditions, the consumer may always invoke the applicable provision which is most favourable to him.
5. If one or more provisions in these terms and conditions are partially or partially null and void or destroyed at any time, the agreement and those conditions will remain in place for the rest and the relevant provision will be replaced without delay by a provision that approximates the scope of the original as much as possible.
6. Situations not regulated in these terms and conditions should be assessed 'in the spirit' of these general conditions.
7. Ambiguities about the explanation or content of one or more terms of our terms and conditions should be explained 'in the spirit' of these terms and conditions.

Article 4 - The offer

1. If an offer has a limited period of validity or is made under conditions, this shall be explicitly stated in the offer.
2. The offer is non-binding. The entrepreneur is entitled to change and adjust the offer.
3. The offer contains a full and accurate description of the products and/or services offered. The description is sufficiently detailed to allow a good assessment of the offer by the consumer. If the entrepreneur uses images, they are a true representation of the products and/or services offered. Obvious mistakes or apparent errors in the offer do not bind the entrepreneur.
4. All images, specifications details in the offer are indicative and cannot be grounds for damages or termination of the agreement.
5. Images of products are a true representation of the products offered. Entrepreneur cannot guarantee that the displayed colors exactly match the real colors of the products.
6. Each offer shall contain such information that it is clear to the consumer what the rights and obligations are attached to the acceptance of the offer. This concerns in particular:
 - the price including taxes;
 - any cost of dispatch;
 - the way in which the Agreement will be concluded and what acts are required;
 - whether or not the right of withdrawal applies;
 - the method of payment, delivery and implementation of the Agreement;
 - the time limit for acceptance of the offer or the time limit within which the trader guarantees the price;
 - the level of the distance communication rate if the cost of using the remote communication technique is calculated on a basis other than the regular basic rate for the means of communication used;
 - whether the agreement is archived after its conclusion and, if so, in what way it can be consulted for the consumer;
 - the way in which, before the conclusion of the contract, the consumer can verify and recover the information provided by him under the contract;
 - any other languages in which, in addition to Dutch, the agreement may be concluded;

- O the codes of conduct to which the entrepreneur has subjected himself and how consumers can consult these codes of conduct by elektronische.

Article 5 - The Agreement

1. The agreement shall be concluded, subject to paragraph 4, at the time of acceptance by the consumer of the offer and the fulfilment of the conditions laid down therein.
2. If the consumer has accepted the offer by electronic means, the trader shall immediately confirm by electronic means receipt of the acceptance of the offer. As long as the receipt of this acceptance has not been confirmed by the entrepreneur, the consumer may terminate the contract.
3. If the agreement is made electronically, the entrepreneur will take appropriate technical and organisational measures to ensure the electronic transfer of data and ensure a secure web environment. If the consumer can pay electronically, the entrepreneur will comply with appropriate security measures.
4. The entrepreneur may- within legal frameworks - inform himself whether the consumer can meet his payment obligations, as well as all those facts and factors relevant to the responsible entry into the distance contract. If, on the basis of this examination, the economic operator has good grounds for not entering into the contract, he is entitled to refuse an order or application or to attach special conditions to the execution.
5. The economic operator shall provide the consumer with the following information, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable data carrier, whereas:
 - a. the visit address of the entrepreneur's establishment where the consumer can go with complaints;
 - (b) the conditions under which and the manner in which the consumer may exercise the right of withdrawal or a clear notification of the exclusion of the right of withdrawal;
 - c. information on warranties and existing post-purchase service;
 - (d) the information contained in Article 4(3) of these conditions, unless the economic operator has already provided such information to the consumer before the performance of the contract;
 - e. the requirements for termination of the contract if the agreement has a duration of more than one year or is of indefinite duration.
6. In the case of an expensive transaction, the provision in the previous paragraph shall apply only to the first delivery.
7. Any agreement shall be entered into under the suspensive conditions of sufficient availability of the products concerned.

Article 6 - Right of withdrawal

When supplied with products:

1. When purchasing products, the consumer has the option of decomposing the contract for 14 days without giving reasons. This cooling-off period shall take place on the day after the consumer receives the product or a representative appointed and known to the entrepreneur in advance.
2. During the cooling-off period, the consumer will handle the product and packaging carefully. He will only extract or use the product to such an extent to the extent necessary to assess whether he wishes to retain the product. If he exercises his right of withdrawal, he will return the product to the entrepreneur with all accessories supplied and, if reasonably possible, in accordance with the reasonable and clear instructions provided by the entrepreneur.
3. If the consumer wishes to make use of his right of withdrawal, he is obliged to make it known to the entrepreneur within 14 days of receipt of the product. The consumer must make the report by means of the model form. After the consumer has announced his wish to make use of his right of withdrawal, the customer must return the product within 14 days. The consumer must prove that the items delivered have been returned in good time, for example by means of proof of dispatch.
4. If, at the end of the time limits referred to in paragraphs 2 and 3, the customer has not indicated that he wishes to make use of his right of withdrawal or has not returned the product to the entrepreneur, the purchase shall be a fact.

When providing services:

5. In the case of the provision of services, the consumer shall have the option of terminate the contract for at least 14 days without giving reasons, starting on the day of entering into the contract.

6. In order to make use of his right of withdrawal, the consumer will focus on the reasonable and clear instructions provided by the entrepreneur at the time of the supply.

Article 7 - Costs in case of withdrawal

1. If the consumer exercises his right of withdrawal, the maximum cost of return will be borne.
2. If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible, but not later than 14 days after revocation. However, the condition is that the product has already been received back by the online retailer or conclusive proof of complete return can be submitted. Refund will be made through the same payment method used by the consumer unless the consumer explicitly consents to another payment method.
3. In the event of damage to the product due to careless handling by the consumer himself, the consumer is liable for any depreciation of the product.
4. The consumer cannot be held liable for the depreciation of the product if the trader has not provided all legally required information on the right of withdrawal, this should be done before the conclusion of the purchase agreement.

Article 8 - Exclusion of right of withdrawal

1. The trader may exclude the consumer's right of withdrawal for products as defined in paragraphs 2 and 3. The exclusion of the right of withdrawal applies only if the entrepreneur has clearly stated this in the offer, at least in time for the conclusion of the contract.
2. Exclusion of the right of withdrawal is only possible for products:
 - (a) established by the entrepreneur in accordance with consumer specifications;
 - (b) which are clearly personal in nature;
 - (c) which cannot be returned by their very nature;
 - d. which can quickly spoil or age;
 - e. the price of which is tied to fluctuations in the financial market to which the entrepreneur has no influence;
 - f. for separate newspapers and periodicals;
 - g. for audio and video recordings and computer software whose consumer has broken the seal.
 - h. for hygienic products whose seal has broken the consumer.
3. Exclusion of the right of withdrawal is only possible for services:
 - (a) to carry out accommodation, transport, restaurant or leisure activities on a given date or during a specified period;
 - (b) whose delivery began with the express consent of the consumer before the cooling-off period has elapsed;
 - c. on bets and lotteries.

Article 9 – The Price

1. During the period of validity indicated in the offer, the prices of the products and/or services offered shall not be increased, subject to price changes due to changes in VAT rates.
2. By way of derogation from the previous paragraph, the entrepreneur may offer products or services whose prices are tied to fluctuations in the financial market and which the entrepreneur has no influence on with variable prices. This commitment to fluctuations and the fact that any prices listed are target prices are indicated by the offer.
3. Price increases within 3 months of the conclusion of the agreement are only permitted if they are the result of legislation or provisions.
4. Price increases from 3 months after the conclusion of the agreement are only permitted if the entrepreneur has negotiated it and:
 - (a) they are the result of legislation or provisions; Or
 - b. the consumer has the power to terminate the contract from the day on which the price increase starts.
5. The prices listed in the offer of products or services include VAT.
6. All prices are subject to pressure – and spitting errors. No liability is accepted for the consequences of pressure and errors. In case of printing – and printing errors, the entrepreneur is not obliged to deliver the product according to the incorrect price.

Article 10 - Conformity and Guarantee

1. The entrepreneur shall ensure that the products and/or services comply with the agreement, the specifications set out in the offer, the reasonable requirements of soundness and/or usability and the legal provisions and/or government regulations existing on the date of the conclusion of the contract. If agreed, the entrepreneur also insists that the product is suitable for other than normal use.
2. A guarantee provided by the entrepreneur, manufacturer or importer shall not affect the legal rights and claims which the consumer may assert against the entrepreneur under the contract.
3. Any defects or misdelivered products should be reported in writing within 4 weeks of delivery to the entrepreneur. Return of the products must be made in the original packaging and in new condition.
4. The entrepreneur's warranty period corresponds to the manufacturer's warranty period. However, the entrepreneur is never responsible for the final suitability of the products for each individual application by the consumer, nor for any advice regarding the use or application of the products.
5. The guarantee shall not apply if:
 - The consumer has repaired and/or processed the products delivered himself or had it repaired and/or edited by third parties;
 - The products delivered have been exposed to abnormal conditions or otherwise treated carelessly or are contrary to the indications of the trader and/or have been treated on the packaging;
 - The fault of all or part is the result of regulations made or will be laid down by the public authorities as regards the nature or quality of the materials applied.

Article 11 - Delivery and execution

1. The entrepreneur will take the utmost care when receiving and executing orders of products and in assessing requests for services.
2. The place of delivery is the address that the consumer has made known to the company.
3. Taking into account what is mentioned in paragraph 4 of this Article, the company shall carry out accepted orders with competent urgency but not later than 30 days, unless the consumer has agreed to a longer delivery period. If delivery is delayed, or if an order cannot be executed or only partially executed, the consumer will receive a message no later than 30 days after placing the order. In that case, the consumer has the right to terminate the contract at no cost. The consumer is not entitled to compensation.
4. All delivery times are indicative. The consumer cannot derive any rights from any of these time limits. Exceeding a period does not entitle the consumer to compensation.
5. In the event of dissolution in accordance with paragraph 3 of this Article, the trader shall repay the amount paid by the consumer as soon as possible, but not later than 14 days after dissolution.
6. If delivery of an ordered product proves impossible, the entrepreneur will make an effort to make a replacement item available. At the latest at delivery, it will be clearly and understandably reported that a replacement item is delivered. In the case of replacement articles, the right of withdrawal cannot be excluded. The costs of a possible return are at the expense of the entrepreneur.
7. The risk of damage and/or disappearance of products rests with the entrepreneur until the time of delivery to the consumer or a pre-appointed representative and disclosed to the entrepreneur, unless expressly otherwise agreed.

Article 12 - Duration transactions: duration, cancellation and renewal

Termination

1. The consumer may terminate an indefinite contract which extends to the regular delivery of products or services, subject to notice of termination and a notice period of not more than one month.
2. The consumer may terminate an agreement entered into for a fixed period and which extends to the regular delivery of products or services at any time by the end of the fixed period, subject to the agreed notice rules and a notice period not exceeding one month.
3. The consumer may:
 - cancel at all times and are not limited to termination at a given time or during a given period;
 - at least cancel in the same way as they have been contracted by him;
 - always cancel with the same notice period as the entrepreneur has negotiated for himself.

Extension

4. An agreement entered into for a fixed period and which extends to the regular delivery of products or services may not be tacitly renewed or renewed for a specified period.
4. By way of derogation from the previous paragraph, an agreement entered into for a fixed period and which extends regularly to the regular delivery of daily news, news and weekly newspapers and magazines may be tacitly renewed for a maximum period of three months if the consumer can terminate this extended contract by the end of the extension with a notice period of not more than one month.
5. An agreement entered into for a fixed period and which extends to the regular delivery of products or services may only be tacitly renewed indefinitely if the consumer is allowed to cancel at any time with a notice period of not more than one month and a notice period of not more than three months in case the contract extends to the regular, but less than once per month, delivery of daily, news and weekly magazines and magazines.

Duration

6. If an agreement has a duration of more than one year, the consumer may terminate the contract at any time with a notice period of not more than one month, unless reasonableness and fairness oppose termination before the end of the agreed duration.

Article 13 - Payment

1. To the extent that no other agreement has been agreed, the amounts due by the consumer shall be paid within 7 working days of the start of the cooling-off period referred to in Article 6(1). In the case of an agreement to provide a service, this period shall begin after the consumer has received confirmation of the contract.
2. The consumer has a duty to report inaccuracies in payment details provided or disclosed to the entrepreneur without delay.
3. In the event of a consumer default, the trader shall have the right, subject to legal restrictions, to charge the reasonable costs previously disclosed to the consumer.

Article 14 - Complaints scheme

1. The entrepreneur has a sufficiently disclosed complaints procedure and handles the complaint in accordance with this complaints procedure.
2. Complaints about the implementation of the contract must be submitted to the entrepreneur within 7 days in full and clearly, after the consumer has identified the deficiencies.
3. Complaints submitted to the entrepreneur shall be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the entrepreneur replies within the 14-day period with a receipt notice and an indication when the consumer can expect a more detailed answer.
4. If the complaint cannot be resolved by mutual agreement, a dispute is created that is open to the dispute settlement.
5. In the case of complaints, a consumer should first of all turn to the entrepreneur. If a solution is not yet reached, the consumer will have the opportunity to register their complaint via the European ODR platform(<http://ec.europa.eu/odr>).
6. A complaint does not suspend the obligations of the entrepreneur unless the entrepreneur indicates otherwise in writing.
7. If a complaint is found to be justified by the entrepreneur, the entrepreneur of her choice or the products delivered will be replaced or repaired free of charge.

Article 15 - Disputes

1. Only Dutch law applies to agreements between the entrepreneur and the consumer to which these terms and conditions relate. Even if the consumer is residing abroad.
2. The Enens Purchase Treaty does not apply.

Article 16 - Additional or derogation provisions

Additional provisions or derogating from these terms and conditions may not be to the detriment of the consumer and should be laid down in writing or in such a way that they can be stored in an accessible manner by the consumer on a durable data carrier.

Revocation Model Form

(fill out and return this form only if you wish to revoke the agreement)

— To
FS Cosmetics/ Honma Tokyo
Tokyostraat 19F
1175 RB LIJNDEN
info@honmatokyo.nl
+31(0)20 822 0358
+31(0) 6 57741818

— I/We (*) part/share (*) you hereby inform you that I/we (*) recall/revoke our agreement on the sale of the following goods/delivery of the following service (*) (*):

— Ordered on (DD-MM-YYYY):

— Order number:

— Received on (DD-MM-YYYY):

— Name/Consumer(s) names

— Address consume:

— IBAN Account Number:

— Consumer(s) signature (only when this form is submitted on paper)

— Date(DD-MM-YYYY):

(*) Go through what doesn't apply.