

Terms and Conditions - v7

Shoecase

16-07-2019

GENERAL AND ADDITIONAL TERMS AND CONDITIONS

Additional general conditions (GTC) for orders via www.shoecase.nl

After this, we would like to introduce you to our Terms and Conditions, which we base on the processing and settlement of your purchase.

We offer Shoecase articles and Shoecase partner articles for sale at www.shoecase.nl.

Shoecase articles are all articles that we offer you on www.shoecase.nl, insofar as we do not point out that this is a Shoecase partner article.

Shoecase partner articles are articles that we offer on www.shoecase.nl and which we designate there as a Shoecase partner article.

1. THE ESTABLISHMENT OF AN AGREEMENT AND THE DELIVERY

1.1 When ordering Shoecase items, your contracting party is Shoecase, Alkmaargracht 113 1324 PM Almere (the Netherlands). When ordering Shoecase partner articles, your co-contracting party is, in addition to Shoecase, also the Shoecase partner in question. Information about the identity of the Shoecase partner in question can be found on the relevant article page (in particular the name, the address at which you can sue and register details). The Shoecase partner in question is not affiliated with the Dutch Thuiswinkel Organization.

1.2 By clicking the "Buy now" button you place a binding order regarding the items in your shopping cart. We will confirm receipt of your order immediately after sending your order by e-mail. A binding purchase agreement is concluded with receipt of the order confirmation. Please note that the delivery of the ordered product in advance payment (reservation) only after crediting the full amount, including shipping on our account takes place. In connection with this, we request you to effect the transfer of the purchase price immediately upon receipt of the order confirmation, but in any case within 7 days of receipt of the order confirmation.

1.3 We will execute the accepted orders expeditiously but no later than 30 days, unless another delivery period has been agreed. If the delivery is delayed, or if an order can not or only partially be executed, you will receive a message no later than 30 days after you have placed the order. In that case you have the right to terminate the contract without penalty and the right to any compensation. After dissolution in accordance with the previous paragraph, we will refund the amount that you paid immediately.

1.4 The risk of damage and / or loss of products rests with us until the moment of delivery to you or a pre-designated and notified to us, unless expressly agreed otherwise. We only deliver within the Benelux. If deadlines are stated in working days, this means all days from Monday to Friday, with the exception of public holidays. The ordering and delivery of Shoecase items and Shoecase partner articles is only possible if they are in stock. The website indicates whether the item is still in stock.

2. PRICES, SHIPPING COSTS AND EXPRESS SHIPPING

2.1 The prices stated in the offer at the time of the order apply. The indicated prices are final prices. This means that they are inclusive of the applicable statutory VAT applicable at that time. Until the moment the full purchase price is paid, the products remain our property, or that of the Shoecase partner in question.

2.2 The shipping costs, except the express shipping costs and addresses outside the Netherlands are for our account

2.3 We offer express shipment for certain orders. Whether this option is possible for your order and the associated costs, you can see in the ordering process. The products are delivered within 2 working days. If the delivery takes longer, you will of course receive the express shipping costs.

3. PAYMENT

3.1 In principle we offer the following payment methods: prepayment, credit card, on account, and Paypal. We reserve the right, with every order, not to offer certain payment methods and to refer to other payment methods. Please note that we only accept payments from accounts within the European Union (EU). You must pay any costs of a money transaction.

3.2 In the event of a credit card purchase, the credit card account tax will be charged with the shipment of the order.

3.3 If you do not meet your payment obligation(s) on time, it is after you have been informed by us of the late payment and we have granted you a period of 14 days to fulfill your payment obligations after the payment has not been made. Within this 14-day period, the legal interest is owed on the outstanding amount and we are entitled to charge the extrajudicial collection costs that we have incurred. These collection costs amount to a maximum of: 15% over outstanding amounts up to € 2,500, =; 10% over the next € 2,500, = and 5% over the next € 5,000, = with a minimum of € 40, =. We may deviate from the aforementioned amounts and percentages for your benefit.

3.4 You agree that you will receive invoices and credit notes in electronic form only.

4. LEGAL REPEAL DUTY ON THE PURCHASE OF SHOECASE ARTICLES

ON THE PURCHASE OF SHOECASE ARTICLES, YOU HAVE A LEGAL RIGHT OF REPEAL:

In advance we would like to inform you that in case of returning goods you can use the return label enclosed with your order or print it out via your customer account. If you do not have a printer available, you have problems with

downloading the return label, or if you need a new return label, you can request it via customer service (contact details, see below). We kindly ask you to help us to avoid unnecessary costs and not to return the goods without a return label.

REPEAL LAW:

You have the right to withdraw from the contract within 14 days without giving any reason. The withdrawal period expires 14 days after the 1st day on which you or a third party designated by you, who is not the carrier, physically own the last product.

In order to exercise the right of withdrawal, you must inform Shoecase, Alkmaargracht 113 1324 PM Almere, the Netherlands, e-mail: info@shoecase.nl, by means of an unambiguous statement (eg in writing by post or e-mail). your decision to withdraw from the contract. You can use the model withdrawal form for this, but you are not obliged to do so.

You can also complete and send the model form or any other unambiguous statement digitally via the contact form on our website. If you make use of this option, we will send you an acknowledgment of receipt as soon as possible (eg by e-mail). In order to comply with the withdrawal period, it is sufficient to send your communication regarding your exercise of the right of withdrawal before the withdrawal period has expired.

Consequences of the cancellation

If you revoke the contract, you will receive all payments you have made up to that moment, including delivery costs (with the exception of any additional costs resulting from your choice for a different method of delivery than the cheapest standard delivery that we offer). in any case not later than 14 days after we have been informed of your decision to withdraw from the contract, from us back. We will pay you back with the same payment method with which you made the original transaction, unless you have expressly agreed otherwise; in any case, you will not be charged for such reimbursement. We may wait with reimbursement until we have received the goods. You must return the goods without delay, but in any case no later than 14 days after the day on which you notify us of the decision to cancel the agreement, to Shoecase Returns, Alkmaargracht 113 1324 PM Almere, the Netherlands, to be returned.

You are on time if you return the goods before the 14-day period has expired. You must pay the shipping costs. You are only liable for the depreciation of the goods resulting from the use of the goods, which goes beyond what is necessary to determine the nature, characteristics and functioning of the goods.

Model form for cancellation

(Only complete and return this form if you wish to withdraw from the contract)

RETURN FORM

To Shoecase, Alkmaargracht 113 1324 PM Almere, The Netherlands

E-mail: return@shoecase.nl

- I wish to return the product for a refund/exchange(*)

- Order number

- Received on

- Name / names consumer(s)

- Consumer address

- Date

- Reason

(*) Strike out what does not apply.

5. LEGAL REPEAL RIGHT ON THE PURCHASE OF SHOECASE PARTNER ARTICLES

YOU HAVE A LEGAL REPEAL RIGHT ON THE PURCHASE OF SHOECASE PARTNER ARTICLES:

We would like to inform you in advance that you can use the return label enclosed with your order in case of returning goods. If you need a new return label, you can request it via customer service (contact details, see below). We kindly ask you to help us to avoid unnecessary costs and not to return the goods without a return label.

REPEAL RIGHT

You have the right to withdraw from the contract within 14 days without giving any reason. The withdrawal period expires 14 days after the 1st day on which you or a third party designated by you, who is not the carrier, physically own the last product.

In order to exercise the right of withdrawal, you must contact Shoecase, Alkmaargracht 113 1324 PM Almere, The Netherlands, e-mail: info@shoecase.nl, or the relevant Shoecase partner via an unambiguous statement (eg in writing by mail or e-mail)) informing you of your decision to withdraw from the contract. You can use the model withdrawal form for this, but you are not obliged to do so. Information about the identity of the relevant Shoecase partner, including contact details, is linked to the applicable article page. In addition, you will find contact information about the Shoecase partner in the information regarding the right of withdrawal which we have sent to you in order confirmation as pdf.

You can also complete and send the model form or any other unambiguous statement digitally via the contact form on our website. If you make use of this option, we will send you an acknowledgment of receipt as soon as possible (eg by e-mail). In order to comply with the withdrawal period, it is sufficient to send your communication regarding your exercise of the right of withdrawal before the withdrawal period has expired.

Consequences of the right of withdrawal

If you revoke the contract, you will receive all payments you have made up to that moment, including delivery costs (with the exception of any additional costs resulting from your choice for a different method of delivery than the cheapest standard delivery that we offer). in any case not later than 14 days after we have been informed of your decision to withdraw from the contract, from us back. We will pay you back with the same payment method with which you made the original transaction, unless you have expressly agreed otherwise; in any case, you will not be charged for such reimbursement. We may wait with reimbursement until we have received the goods back, or you have shown that you have returned the goods, whichever comes first.

You must return or hand over the goods to the Shoecase partner without delay, but in any case no later than 14 days after the day on which you notify us of the decision to cancel the agreement. Information about the identity of the relevant Shoecase partner, including contact details, is linked to the applicable article page. In addition, you will find contact information about the Shoecase partner in the information regarding the right of withdrawal which we have sent to you in order confirmation as pdf.

You are on time if you return the goods before the 14-day period has expired. We will bear the costs of the return shipment if you use the return label that we provide. If you do not use it, you will have to pay the shipping costs. You are only liable for the depreciation of the goods resulting from the use of the goods, which goes beyond what is necessary to determine the nature, characteristics and functioning of the goods.

Model form for cancellation

(Only complete and return this form if you wish to withdraw from the contract)

RETURN FORM

To Shoecase, Alkmaargracht 113 1324 PM Almere, The Netherlands

E-mail: return@shoecase.nl

- I wish to return the product for a refund/exchange(*)

- Order number

- Received on

- Name / names consumer(s)

- Consumer address

- Date

- Reason

(*) Strike out what does not apply.

The right of cancellation is excluded for sealed products, which for reasons of health protection or hygiene are not suitable to be returned and of which the seal has been broken after delivery.

6. REFUNDS

We will automatically pay every refund to the account used by you for the payment. In case of payment on account and in advance payment is refunded to the account from which we have received the payment. If you have paid with Paypal / credit card, the chargeback will follow the associated Paypal / credit card account.

7. CUSTOMER CARE

You reach us as follows:

Telephone +31 6 57 17 44 90

Available from Mon - Fri (09:00 - 17:00)

E-mail: info@shoecase.nl

8. APPLICABLE LAW AND FURTHER INFORMATION

8.1 Dutch law applies to all our agreements.

8.2 You can find this GTC on www.shoecase.nl. In addition, you can print or save this document by using the usual function of your Internet program (= browser: usually as a "save document"). You can download and archive this document in PDF format, by clicking [here](#). To open a PDF, a free program from Adobe Reader (www.adobe.com/en/) or a similar program, which controls the PDF format, is required.

8.3 You can also archive the details of your order, download the GTC and save the data displayed on the last page of the order process using your browser function or wait for the confirmation of receipt of your order, which we also provide. will send by e-mail after the end of your order. This confirmation again contains your order details and our GTC. You can easily print this out, or save it with your e-mail program.

Your Shoecase

Postal address:

Shoecase

Alkmaargracht 113 1324 PM

Almere, the Netherlands

KVK: 68404166

VAT: NL567904453B01

IBAN: NL87 KNAB 0257 0464 96

BIC: KNABNL2H

State: 16-07-2019

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