

# Terms and Conditions

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## 1. Terms and Conditions

In using this website, you are deemed to have read and agreed to the following terms and conditions: The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements: "Client", "You" and "Your" refers to you, the person accessing this website and accepting the Company's terms and conditions. "The Company", "Ourselves", "We" and "Us", refers to our Company; Noir Moda, Registered in The Netherlands with the Company number 70624658. Located at Kooikersweg 69, 5223 KE, Den Bosch, The Netherlands. "Party", "Parties", or "Us", refers to both the Client and ourselves, or either the Client or ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services/products, in accordance with and subject to, prevailing English Law. Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to same.

## 2. Sales Contract

2.1 Orders placed by you on the website [www.noirmoda.com](http://www.noirmoda.com) (the "Website") for the products offered by us through the website are only an offer to conclude a sales contract. The sales contract is entered into upon the confirmation of the order by e-mail by us to you.

2.2 You are the individual or individuals placing the order ('you', 'your').

2.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither party will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

## 3. Order Placement

3.1 Our shopping pages will guide you through the steps you need to take to place an order with us. Our order process allows you to check and amend any errors before submitting your order to us. Please carefully check your order at each page of the order process.

3.2 After you have placed an order, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted.

3.3 We will confirm our acceptance to you by sending you an e-mail that confirms that the Products have been dispatched ("Dispatch Confirmation"). The Contract between us will only be formed when we send you the Dispatch Confirmation.

3.4 If we are unable to verify the delivery or payment information you have supplied we may restrict delivery to the address to which your credit or debit card is registered.

## **4. Payment**

4.1 We accept all major credit cards (American Express / MasterCard / Visa), PayPal, iDEAL and Bancontact payments.

4.2 Your credit card or other account detailed at 4.1 above will be debited when you click on the "confirm" button.

4.3 Any credit card used for payment must be in the name of the person ordering and the same card must be carried at the time of delivery - it may be required for verification and obtaining signature on a credit card charge form for delivery.

4.4 All payments are processed through third party payment gateways using PCI Encryption. We do not store credit card details nor do we share customer details with any 3rd parties.

## **5. Pricing**

5.1 All prices stated on this website are in Euros.

5.2 Our site contains a large number of Products and it is always possible that, despite our best efforts, some of the Products listed on our site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures. If we accept and process your order where a pricing error is obvious and unmistakable and could have reasonably been recognised by the average customer as an error, we may end the Contract, refund you any sums you have paid and require return of any products provided to you.

## **6. Delivery**

6.1 The delivery time depends on your location and if the product is in stock or not. For more information see: <https://www.noirmoda.com/c-4301468/delivery-and-returns>

6.2 Deliveries are made to the delivery address given at time of order. Customer accepts full responsibility for ensuring accuracy of information provided.

6.3 You accept and agree that we will not be held liable for deliveries that are delayed.

6.4 You accept and agree that we will not be held liable for deliveries that go missing. However we will make like for like replacements if a delivery goes missing due to the fault of a 3rd party (i.e. courier) after a sufficient time period has elapsed and after you agree to assist us in any subsequent investigations for compensation from said 3rd party.

6.5 We do not deliver to PO Box or hotel addresses.

6.6 We will only refund outbound postage costs for the least expensive common/standard delivery method. The cost of expedited and priority services will not be refunded over and above that of the least expensive common/standard delivery method.

## 7. Returns & Refunds

7.1 If you are not entirely satisfied with the product purchased, you can return within the 'cooling off' period of 14 days. Example: if you have received your order on January 1st, you need to contact us by email before January 14th.

7.2 Unused products must be post-marked to us **within 14 days** of receiving your order for a full refund of the cost of the item(s) and the least expensive common delivery method.

7.3 If you wish to return a Product to us, either under the rights provided by the Regulations or if you believe the Product is damaged or is the subject of a fault, and you are relying upon your statutory rights and/or you believe that the Product is covered by our warranty, you should not make further use of the Product. Use of the product can in circumstances outside of the Regulations lead to a reduction in the amount of refund you may be entitled to.

7.4 We do not accept any returns for custom made latex items or lingerie/bikinis.

7.5 We do not accept returns after 14 days. If, however, you would like a full refund then the following process must be followed:

- a) Please e-mail [returns@noirmoda.com](mailto:returns@noirmoda.com) to inform us that you would like to return your item.
- b) Address your package after receiving details from us as to the returns address.
- c) Contact us before the product is actually sent. Any unauthorised mail will be returned to sender. Any items damaged or altered in any way will not be accepted as returns.
- d) Quality checking/assessment will take place once the item(s) are received.
- e) Once received and checked you will receive an email (quoting your Returns reference number) which will confirm any further course of action if necessary.
- f) We will refund any money received from you, normally by using the same method originally used by you to pay for your purchase.

## 8. Governance

These Terms and Conditions and your use of this site will be governed by and construed in accordance with English Law.

Please note that nothing contained in these Terms and Conditions of Sale in any way affects your statutory rights.

## 9. Contact Information

Questions about these Terms and Conditions should be directed to [info@noirmoda.com](mailto:info@noirmoda.com)