

# Terms and Conditions - v8

Bridaluxury

23-10-2018

## Article 1. Definitions

- 1.1 Terms and Conditions: The delivery and payment conditions that apply to all sales via BRIDALUXURY. You agree when you place an order;
- 1.2 Company: BRIDALUXURY is the trading name of BRIDALUXURY and is an online platform that offers Bridal Accessories (Tiaras, Earrings, Veils, etc.) and related articles to consumers and businesses through "distance selling";
- 1.3 Consumer: a natural person or company that enters into an agreement with the company;
- 1.4 Agreement: a distance contract between the company and the consumer.

## Article 2. Applicability

- 2.1 These terms and conditions apply to every BRIDALUXURY offer and to every distance contract concluded between the company and the consumer;
- 2.2 These terms and conditions always apply to all offers, orders and agreements that are concluded on the online platform BRIDALUXURY.COM;
- 2.3 Before the distance contract is concluded, these conditions are made available via our website. Accepting an offer and placing an order means that these conditions have been accepted by the consumer;
- 2.4 The conditions can only be deviated from in writing. If a part of these conditions is deviated from, the other provisions will remain in full force. The consumer can not derive any rights for future transactions from any agreed deviations.
- 2.5 Unless otherwise agreed in writing, the general or specific conditions or stipulations of third parties are not recognized by BRIDALUXURY.

## Article 3. Agreements

- 3.1 An agreement is only concluded after acceptance of your order by BRIDALUXURY. BRIDALUXURY is entitled to refuse orders or to attach certain conditions to the delivery, unless expressly provided otherwise. If an order is not accepted, this will be stated within five (5) working days after receipt of the order, stating the reason (s).

## Article 4. Prices

- 4.1 All offers from BRIDALUXURY are without obligation. BRIDALUXURY expressly reserves the right to change prices, in particular when this is necessary on the basis of (legal) regulations.
- 4.2 The prices stated for the offered products are expressed in euros, including VAT (if applicable). Shipping costs are not included in the prices mentioned, unless stated otherwise. Before the contract is concluded, the total price is communicated via our website.
- 4.3 Shipping costs within the Netherlands are charged.
- 4.4 No shipping costs will be charged for purchases that exceed the total amount of 125 euros.
- 4.5 For customers outside the Netherlands, the contribution to the costs of shipping and insurance depends on the country. An overview per country of these costs can be found on our website.
- 4.6 BRIDALUXURY is not bound to price indications that are incorrectly stated on the website as a result of input and typing errors. No rights can be derived from wrongful and incorrect price information.

## Article 5. Payments

- 5.1 Payment must always be made in advance.
- 5.2 Payment can be made in various ways as mentioned below under a and b and as indicated during the ordering process. Further (payment / order) conditions can be set for a consumer's order. After placing an order, the consumer immediately receives a confirmation by e-mail stating the total costs.
  - a) Payment via iDeal: If you bank via the Internet at Rabobank, ABN AMRO, SNS Bank, ASN BANK, BUNQ, KNAB, TRIODOS BANK, VAN LANSCHOT, REGIOBANK or ING (Postbank), you can place your order on a secure way to pay electronically. An electronic payment via the Internet is comparable to a PIN payment in a store. After placing your order you choose the payment method iDeal. On the screen that appears you can choose the bank where you bank online. You then follow the procedure that you are used to paying via internet banking. In principle, the payment is processed the same day. For more information, please refer to the website of iDeal.
  - b) Payment via PayPal. Your payment is authorized online so that you immediately know whether or not it is approved. Additional fees will be charged for PayPal payments. Before the contract is concluded, the total price is communicated via our website.
  - c) Pre-payment, With a pre-payment you have 3 days to pay the payment, as soon as this payment is received by us your order will be confirmed and will be sent.
- 5.3 In case of bankruptcy or suspension of payment of the consumer (or an application thereto), the claims of BRIDALUXURY are due immediately.
- 5.4 If BRIDALUXURY has to hand over its claim for collection, the consumer will owe a fixed amount of 15% of the extrajudicial collection costs due. If BRIDALUXURY can demonstrate that it has necessarily incurred higher costs,

these costs will also be charged to the consumer.

#### Article 6. Delivery

6.1 All articles on the online platform are available from stock. Unfortunately it can happen that an article is not available anymore. We will inform the consumer as soon as possible.

6.2 BRIDALUXURY strives to send all orders within 1 to 2 working days after receipt of the payment. This is done via PostNL to the delivery address specified in the order. Should the delivery period deviate for specific reasons, the consumer will receive a message via e-mail. In principle, however, an order will always be sent within 1-2 business days after receipt of the payment.

6.3 Exceeding the stated delivery time does not entitle the consumer to compensation, dissolution of the agreement or failure to comply with any obligation arising from this or from any other related agreement.

6.4 The order must be delivered to the consumer no later than 40 days after the order. If it proves impossible to deliver an order within 40 days, the consumer will be informed in good time and has the right to cancel the order free of charge. In that case, BRIDALUXURY will provide a refund. This does not apply if the parties have agreed a different delivery period.

6.6 BRIDALUXURY's delivery obligation is met once the delivery has been offered.

6.7 In the event of refusal or non-collection of the offered delivery, return freight and storage costs, as well as the risk of damage or loss of the consignment, shall be entirely at the expense of the consumer.

6.8 Products offered are clearly and truthfully depicted and / or described and as complete as reasonableness required. Color, type, text and / or price changes may occur.

#### Returns

It may happen that you want to return an order. Because the product does not like it or maybe there is another reason why you would not want the order. Whatever the reasons, you have the right to cancel your order up to 14 days after receipt.

After cancellation, you have another 14 days to return your product. You will then be credited with the full order amount including shipping costs. Only the costs for returning from your home to the webshop are for your own account. These costs amount to approximately € 3.95 for letterbox shipments and 6.95 for parcels that do not fit through the letterbox. For the exact rates, consult your carrier's website. If you make use of your right of withdrawal, the product will be returned to the entrepreneur with all delivered accessories and in the original condition and packaging. To use this right you can contact us via [Bridaluxury@hotmail.com](mailto:Bridaluxury@hotmail.com) We will then refund the order amount due within 14 days after registration of your return provided the product is already received in GOOD order returned by us. Therefore pack it well again before sending it back.

If the product or packaging is more damaged than necessary, or if there are obvious traces of use, we can pass on this depreciation of the product to you. So treat the product with care and make sure that it is well packaged during a return.

#### Exchange product?

Do you want to exchange your product? That is no problem at all. You can contact us via the mail [bridaluxury@hotmail.com](mailto:bridaluxury@hotmail.com).

You do, however, bear the costs for returning / shipping the product.

Did you accidentally pass a wrong delivery address? Please contact us as soon as possible. We will then try to change the order for you.

#### Delivery time & shipping costs

We do our best to deliver the order to you as soon as possible. Orders that are made on workdays before 16.00, we try to ship the same day. However, we do not always succeed in fulfilling this. Sometimes products are not in stock and delivery of your order can take a little longer. If, for whatever reason, we do not meet this delivery time, we will of course inform you as soon as possible.

The prices are excluding shipping costs. Free shipping within the Netherlands for orders from € 125, -

Delivery is made via PostNL's parcel delivery within the Netherlands. In general, the delivery will take place within 2 days between 9:00 and 18:00. Unfortunately, we can not guarantee the moment of delivery. For outside the Netherlands this will generally be within 6 working days. but unfortunately we can not guarantee the delivery time for these deliveries.