

Terms and Conditions - v2

dailycosmetics

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Article 1-definitions

In these conditions, the following definitions shall apply:

1. cooling-off period: the period during which the consumer can make use of his right of withdrawal;
2. consumer: a natural person not acting in the course of a profession or business and a distance contract with the entrepreneur;
3. Day: calendar day;
4. duration transaction: a distance contract in connection with a series of products and/or services, whose supply and/or purchase obligation in time is spread;
5. Durable medium: any means that allows the consumer or business owner information that is addressed to him personally, store in a way that future consultation and unaltered reproduction of the information stored.
6. Right of withdrawal: the possibility for the consumer to within the cooling-off period opt out of the contract;
7. Model form: the model withdrawal form that the entrepreneur which a consumer can fill in when he wishes to exercise his right of withdrawal.
8. Entrepreneur: the natural or legal person who remotely products and/or services to consumers;
9. "distance contract" means a contract in which the entrepreneur in the framework of an organized system for distance selling of products and/or services, to the conclusion of the agreement exclusive use of one or more means of distance communication;
10. Means of distance communication: means that can be used to conclude a contract, without the consumer and entrepreneur in the same room are met.
11. General conditions: these general terms and conditions of the business owner.

Article 2-the entrepreneur's identity
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If the activity of the entrepreneur is subject to a relevant authorisation scheme: the data on the supervisory authority:

If the entrepreneur a regulated profession: the professional association or institution with which it is connected; the professional title, the place in the EU or the European economic area where this is granted; a reference to the professional rules applicable in Netherlands and directions where and how this professional rules are accessible.

Article 3-scope of application

1. these general conditions apply to all offers of the entrepreneur and on any distance contract concluded and orders between entrepreneur and consumer.
2. Before the distance contract is concluded, the text of these terms and conditions will be made available to the consumer. If this is not reasonably possible, will before the distance contract is concluded, indicated that the General conditions at the entrepreneur and, at the request of the consumer as quickly as possible be sent free of charge.
3. If the distance contract is concluded electronically, then by way of derogation from the previous paragraph, and before the distance contract is concluded, the text of these general conditions to the consumer electronically will be made available in such a way that the consumer can easily stored on a durable medium. If this is not reasonably possible, will before the distance contract is concluded, be indicated where the General conditions by electronic means can be heard and that they are at the consumer's request, by electronic means or otherwise will be sent free of charge.
4. In addition to these general conditions specific product or service conditions apply, the second and third

paragraphs shall apply mutatis mutandis and the consumer in the event of conflicting terms and conditions always rely on the applicable provision that is most favorable to him.

5. If one or more provisions in these general terms and conditions be void in whole or in part, at any time or be destroyed, then the agreement and these terms and conditions for the rest and the provision concerned mutual agreement without delay will be replaced by a provision that the thrust of the original as much as possible approached.

6. Situations not listed in this terms and conditions are governed, should be assessed ' in spirit ' of these general conditions.

7. Lack of clarity about the interpretation or content of one or more provisions of our terms and conditions, to be explained ' the spirit ' of these terms and conditions.

Article 4 - the offer

1. If an offer is subject to a limited duration or subject to conditions, this will be explicitly stated in the offer.

2. The offer is without obligation. The entrepreneur is entitled to change and adapt the offer.

3. The offer contains a complete and accurate description of the products and/or services. The description is sufficiently detailed to a proper assessment of the offer by the consumer as possible. If the entrepreneur uses images, these are a true reflection of the products and/or services. Obvious mistakes or obvious errors in the offer shall be binding on the entrepreneur.

4. all pictures, specifications data in the offer are indication and cannot give rise to compensation or dissolution of the agreement.

5. images at products are a true reflection of the products offered. Entrepreneur cannot guarantee that the colors displayed exactly match the real colors of the products.

6. each offer will contain such information that clear to the consumer what rights and obligations are involved in accepting the offer. This concerns in particular: the price including taxes; any costs of shipping;

the way in which the contract shall be concluded and which actions this will require;

whether or not application of the right of withdrawal;

the method of payment, delivery or performance of the contract;

the deadline for accepting the offer, or the period for adhering to the price;

the level of the rate for distance communication, if the cost of using the means of distance communication are calculated on a basis other than the basic fee for;

whether the agreement is filed subsequent to its conclusion, and if so how the consumer to consult it;

the way in which the consumer, for the conclusion of the agreement, the information provided under the agreement can rectify these;

the languages in which, in addition to the Dutch, the contract can be concluded;

the conduct to which the entrepreneur has subject and the way in which the consumer can consult by electronic means; and the minimum duration of the contract in case of an expensive transaction.

Optional: available sizes, colors, kind of materials.

Article 5-the contract

1. The agreement is subject to the provisions of paragraph 4, at the time the consumer accepts the offer and comply with the corresponding conditions.

2. If the consumer has accepted the offer electronically, the trader will immediately confirm receipt of the electronic acceptance of the offer. Until receipt of this acceptance has not been confirmed, the consumer may rescind the contract.

3. If the contract is concluded electronically, the trader will take appropriate technical and organizational measures to secure the electronic transfer of data and will ensure a secure Web environment. If the consumer can pay electronically, the trader will appropriate security measures.

4. the economic operator may-within statutory frameworks-about the consumer's ability to fulfill his payment obligations, as well as of all those facts and factors that are important for a responsible conclusion of the distance contract. If the entrepreneur on the basis of this research has good reasons not to go to the agreement, he is entitled to refuse an order or request or motivated to implement special conditions.

5. the company will at the product or service to the consumer the following information, in writing or in such a way that the consumer can store it on an accessible durable medium: a. the visiting address of the trader's business where the consumer can lodge complaints;

b. the conditions under which and how the consumer can make use of the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;

c. information on existing after-sales service and guarantees;

d. the conditions in article 4 paragraph 3 of these captured data, unless the trader has already provided the consumer with this data before the implementation of the contract;

e. the requirements for cancellation of the agreement if the contract has a duration of more than one year or is indefinite.

6. In the case of an expensive transaction, the stipulation in the previous paragraph applies only to the first delivery.

7. each agreement is entered into under the suspensive conditions of sufficient availability of the products.

Article 6-right of withdrawal

Upon delivery of products:

1. When purchasing products, the consumer has the ability to dissolve the contract, without giving reasons for 14 days. This period commences on the day following receipt of the product by or on behalf of the consumer and to the.

2. During this period the consumer shall handle with the product and its packaging. He will only unpack or use the product to the extent necessary in order to assess whether he wishes to keep the product. If he exercises his right of withdrawal, he will have the product and if reasonably possible-in the original condition and packaging to return the entrepreneur, in accordance with the reasonable and clear instructions by the entrepreneur.

3. If the consumer wishes to exercise his right of withdrawal he shall, within 14 days after receipt of the product, to make known to the entrepreneur. Making known the consumer to do by means of the standard form. After the

consumer expressed wanting to make use of his right of withdrawal, the customer must return the product within 14 days. The consumer must prove that the goods delivered are returned in a timely manner, for example by means of a proof of shipping.

4. If the customer after expiration of the periods referred to in paragraph 2 and 3 has notified not to want to make use of his right of withdrawal or the product does not meet the entrepreneur has returned, the sale is a fact.

Upon delivery of services: 5. in case of delivery of services, a consumer has the possibility to dissolve the contract without giving any reason for at least 14 days with effect from the day of entering into the agreement.

6. To make use of his right of withdrawal, the consumer focus to the entrepreneur at the offer and/or at the latest at the supply reasonable and clear instructions in this regard.

Article 7-costs of withdrawal

1. If the consumer exercises his right of withdrawal, at the cost of return shipping account.

2. If the consumer has paid an amount, the entrepreneur this amount as soon as possible, but no later than 14 days after withdrawal. This is the condition that the product already received back by the webshop owner or conclusive evidence of complete return is required.

Article 8-exclusion of the right of withdrawal

1. The entrepreneur can exclude the right of withdrawal by the consumer for products such as defined in paragraph 2 and 3. The exclusion of the right of withdrawal is valid only if the entrepreneur clearly in the offer, at least in time for the conclusion of the agreement, has mentioned.

2. exclusion of the right of withdrawal is only possible for products: a. that the trader are established in accordance with the consumer's specifications;

b. that are clearly personal in nature;

c. that cannot be returned due to their nature;

d. that rapidly decay or become obsolete;

e. the price of which is subject to fluctuations on the financial market on which the entrepreneur has no influence;

f. for individual newspapers and magazines;

g. for audio-and video-recordings and computer software of which the consumer has broken the seal.

h. for hygienic products for which the consumer has broken the seal.

3. exclusion of the right of withdrawal is only possible for services: a. relating to accommodation, transport, catering or leisure activities to be carried out on a given date or during a specified period;

b. the supply of which started with the explicit consent of the consumer before the withdrawal period has expired;

c. on betting and lotteries.

Article 9-the price

1. During the period mentioned in the offer prices of the products and/or services are not increased, except for price changes due to changes in VAT rates.

2. by way of derogation from the previous paragraph, the trader may products or services whose prices are subject to fluctuations in the financial market and where the entrepreneur's control, with variable prices. These fluctuations and the fact that any price mentioned in the offer.

3. price increases within 3 months after the conclusion of the agreement are only allowed if they are the result of statutory regulations or stipulations.

4. Price increases from 3 months after the conclusion of the agreement are only allowed if the entrepreneur has agreed and: a. they are the result of statutory regulations or provisions; or b. the consumer the power to terminate the contract on the day on which the price increase takes effect.

5. in the offer of products or services mentioned prices include VAT.

6. All rates are subject to pressure - and typesetting errors. For the consequences of pressure - and typesetting errors no liability is accepted. At pressure - the entrepreneur is not mandatory and typesetting errors the product according to the erroneous price.

Article 10-compliance and warranty

1. The trader guarantees that the products and/or services fulfill the contract, the specifications stated in the offer, the reasonable requirements of reliability and/or usability and on the date of the conclusion of the agreement existing legal provisions and/or Government regulations. If agreed, the entrepreneur also in that the product is suitable for other than normal use.

2. a guarantee by the trader, manufacturer or importer does not alter the legal rights and claims that the consumer under the agreement in front of the entrepreneur can do.

3. Any defects or wrong products delivered must within X days/weeks after delivery to the entrepreneur to be reported in writing. Return of the products must be made in the original packaging and in new condition condition as well.

4. The warranty period of the entrepreneur corresponds to the factory guarantee period. However, ever the entrepreneur is responsible for the ultimate suitability of the products for each individual application by the consumer, nor for any advice as to its use or application of the products.

5. the warranty does not apply if: the consumer the delivered products itself has repaired and/or modified or repaired by third parties and/or editing;

The delivered products are exposed to unusual circumstances or otherwise be treated carelessly or contrary to the instructions of the entrepreneur and/or on the packaging are treated;

The inferiorly in whole or in part the result of rules that the Government has asked or will couples regarding the nature or the quality of the materials used.

Article 11-delivery and execution

1. The trader will take the greatest possible care when receiving and implementing orders for products and when assessing applications for the provision of services.

2. The place of delivery is the address that the consumer to the company.

3. Subject to what is stated in paragraph 4 of this article, the company accepted orders within 30 days, unless a

consumer has agreed to a longer delivery period. If delivery is delayed, or if an order is not or only partially carried out, the consumer of this no later than 30 days after the order was placed. The consumer in this case the right to terminate the contract without penalty. The consumer has no right to compensation.

4. all delivery times are indicative. -Limits the consumer may not to any rights. Exceeding a term gives consumers no right to compensation.

5. In case of dissolution in accordance with the paragraph 3 of this article, the trader will refund the consumer with the sum paid as soon as possible but no later than 14 days after dissolution.

6. If delivery of an ordered product proves impossible, the trader will attempt to make available a replacement article. At the latest at the time of delivery will be reported in a clear and comprehensible manner that a replacement article is delivered. To substitute items, the right of withdrawal cannot be ruled out. The costs of any return shipment shall be borne by the entrepreneur.

7. The risk of damage and/or loss of products rests with the trader up to the moment of delivery to the consumer to, unless otherwise expressly agreed.

Article 12-Duration transactions: duration, cancellation and renewal termination

1. The consumer may contract for an indefinite period, which extends to the regular delivery of products (including electricity) or services, at any time terminate the applicable termination rules and a notice of up to one month.

2. the consumer may contract for a definite period, which extends to the regular delivery of products (including electricity) or services at any time by the end of the fixed period terminate the applicable termination rules and a notice of up to one month.

3. the consumer may the agreements mentioned in the previous paragraphs: cancel at any time and not be limited to cancellation at some time or in a given period;

Cancel at least in the same way as they are entered into by him;

cancel the same notice period as the entrepreneur has negotiated for themselves.

Extension

4. a contract for a definite period, which extends to the regular delivery of products (including electricity) or services should not be extended or renewed tacitly for a certain duration.

5. by way of derogation from the previous paragraph may be a contract for a definite period, which extends to the regular delivery of daily news and weekly newspapers and magazines tacitly be extended for a fixed period of up to three months, if the consumer this extended agreement by the end of the extension may cancel up to one month's notice.

6. A contract for a definite period, which extends to the regular delivery of products or services, may only be extended tacitly for an indefinite period if the consumer may cancel at any time with a notice period of one month and a notice of up to three months in case the agreement extends to the regular, but less than once a month , delivery of day, news and weekly newspapers and magazines.

7. A contract of limited duration to the arranged to deliver day-introduction, news and weekly newspapers and magazines (trial or introductory subscription) is not implied continued and ends automatically at the end of the trial or introductory period.

Duration 8. As an agreement has a duration of more than one year, should the consumer after a year the agreement at any time with a notice of up to cancel a month, unless the reasonableness and fairness itself against cancellation before the end of the agreed duration.

Article 13-payment

1. As far as not agreed otherwise, the amounts owed by the consumer to be paid within 7 days after the start of the withdrawal period referred to in article 6 (1). In the case of a contract for the provision of a service, captures this term to after the consumer has received the confirmation of the agreement.

2. the consumer is obliged to have inaccuracies in payment data provided or stated to report without delay to the economic operator.

3. In the event of default by the consumer, the entrepreneur subject to statutory limitations, the right to advance to the consumer reasonable costs to charge.

Article 14-complaints procedure

1. The entrepreneur has a well-publicized complaints procedure and deals with the complaint in accordance with this complaints procedure.

2. complaints about the performance of the contract must be within 7 days fully and clearly described and submitted to the entrepreneur, after the consumer has found the flaws.

3. within a period of 14 days after the date of receipt. If a complaint longer processing time, the entrepreneur within the period of 14 days replied with a message of receipt and an indication when the consumer can expect a more detailed answer.

4. If the complaint cannot be solved in joint consultation, a dispute arises that is susceptible to the dispute resolution.

5. a complaint suspends the obligations of the entrepreneur on, unless the trader indicates otherwise in writing.

6. If a complaint is found to be well founded by the entrepreneur, the entrepreneur will at its option replace or repair free of charge or the delivered products.

Article 15-disputes

1. On agreements between the entrepreneur and the consumer to which these general conditions relate, is exclusively Dutch law is applicable. Also if the consumer is resident abroad.

2. The Vienna Sales Convention shall not apply.

Article 16-additional or different terms Additional or different provisions of these general terms and conditions may not be to the detriment of the consumer and should be recorded in writing or in such a way that the consumer can be stored in an accessible manner on a durable medium.