

Terms and Conditions - v2

jaywolf

30-03-2019

Welcome to the JAY & WOLF terms and conditions. Please read through them carefully before placing your order. By using this website and/or placing an order you agree to be bound by the terms and conditions set out below. Before placing an order, if you have any queries relating to these terms and conditions, please contact jaywolf.nl at info@jaywolf.nl We may change these terms from time to time without noticing to you. Changes will apply to any subsequent orders received. Once your order has been confirmed, we will not be able to make any changes. Each time you use our services, you acknowledge that you have read these Terms and agree to be legally bound by them. If you do not agree to be bound by these Terms, you may not use the website or the services provided by Company through its website. Below you will find our Terms & Conditions.

Article 1, Definitions: The following definitions apply to these conditions. **Trader:** the natural or legal person who is offering products and/or services to consumers over distance; **Consumer:** the natural person who is not acting within the capacity of a profession or a business and enters into a distance contract with the trader; **Distance contract:** a contract involving the sole use of one or more techniques for distance communication within a system organized by the trader for the distance sale of products and/or services, up to and including the moment that the contract is concluded; **Technique for distance communication:** a means that can be used for concluding a contract, without the consumer and the trader being in the same place at the same time; **Withdrawal period:** the period within which the consumer can make use of his/her right of withdrawal; **Withdrawal right:** the possibility for a consumer to waive the distance contract within the withdrawal period; **Day:** calendar day; **Extended duration transaction:** a distance contract relating to a series of products and/or services, the delivery and/or acquisition of which is spread over a period of time; **Durable medium:** every means that enables the consumer or trader to store information that is addressed to him/her in person, in a way that permits future consultation and unaltered reproduction of the stored information.

Article 2, Identity of the trader:

The company details are:

www.jaywolf.nl
Zuiver Havendijk 30
1601 JC Enkhuizen
The Netherlands
Email: info@jaywolf.nl

VAT: NL215748736B01
Chamber of Commerce: 64420922

Article 3, Applicability: These general conditions apply to every offer from the trader and to every distance contract that is concluded between the trader and a consumer. The consumer will be provided with the text of these general conditions prior to the conclusion of a contract. If this is not reasonably possible, then the trader should inform the consumer, before a distance agreement is concluded, that the general conditions are available for inspection and that they will be sent to the consumer – free of charge – as soon as possible, at the consumer's request. If the distance contract is concluded electronically, then, contrary to the previous paragraph, and before the contract is concluded, the text of these general conditions may be sent to the consumer electronically, in such a way that he/she can easily store them on a durable medium. If this is not reasonably possible, then prior to concluding the contract, the consumer will be informed where the general conditions can be accessed electronically and that, upon request, they will be sent to him/her – free of charge – either electronically or in some other way. In the event of specific conditions relating to a product or service, in addition to these general conditions, the second and third paragraphs apply by analogy and, in the event of conflicting general conditions, the consumer can always appeal to the applicable stipulation that is most favorable for him/her.

Article 4, The offer: If an offer is subject to a limited period of validity, or is concluded subject to conditions, this will be explicitly mentioned in the offer. The offer contains a complete and accurate description of the products and/or services being offered. The description is sufficiently detailed to enable the consumer to make a proper assessment of the offer. If the trader makes use of illustrations, these will be a true representation of the products and/or services being offered. The trader is not bound by obvious mistakes or errors in the offer. Every offer will contain such information that it is clear to the customer what rights and obligations are involved in accepting the offer. This will include, in particular: the price, including taxes; any costs of delivery; the way in which the contract will be concluded and which actions this will require; whether or not the right of withdrawal applies; the method of payment, delivery or implementation of the contract; the period for accepting the offer, or the period for adhering to the price; the size of the tariff for distance communication, if the costs of using the technique for distance communication are calculated on some other basis than the basic tariff; if the contract is filed subsequent to its conclusion, the way in

which it can be accessed by the customer; how the consumer can obtain information about actions he does not want taken before concluding the contract, as well as how to rectify these before the contract is concluded; any other languages, apart from Dutch, in which the agreement can be concluded; the behavioral codes to which the trader is subject and how the consumer can consult these behavioral codes electronically; and the minimum duration of the distance contract, in the event of a contract that involves the continued or periodical supply of products or services.

Article 5, The contract: The contract is concluded, subject to that which is stipulated in paragraph 4, at the moment at which the consumer accepts the offer and the applicable conditions have been fulfilled. If the consumer has accepted the contract electronically, the trader will immediately confirm receipt of acceptance of the offer electronically. The consumer can dissolve the contract as long as the receipt of acceptance has not been confirmed. If the contract is concluded electronically, the trader will take appropriate technical and organizational measures to secure the electronic transfer of data and ensure a safe web environment. If the consumer is able to pay electronically, the trader will observe appropriate security measures. The trader may obtain information – in accordance with statutory frameworks – about the consumer’s ability to fulfill his payment obligations, and also about facts and factors that are important for a responsible conclusion of the distance contract. If that research provides the trader with good grounds for declining to conclude the contract, then he has the right to reject an order or application or to bind its implementation to special conditions, thereby stating his/her grounds. The trader will send to the consumer, together with the product or service, the following information, in writing, or in such a way that the consumer can store it on an accessible durable medium: a. the address of the trader’s business where the consumer can lodge a complaint; b. the conditions under which the consumer can use the right of withdrawal, and how to do so, or a clear statement relating to the exclusion of the right of withdrawal; c. information on existing after-sales service and guarantees; d. the data referred to in Article 4, paragraph 3 of these conditions, unless the trader has already provided the consumer with these prior to concluding the contract; e. the requirements for terminating the contract, if the duration of the contract exceeds one year or if it is indefinite. 6. Where the trader has undertaken to supply a series of products or services, the stipulation in the previous paragraph applies only to the first delivery.

Article 6a, Right of withdrawal upon delivery of products: When purchasing products, a consumer is able to dissolve the contract, without stating reasons, during two weeks. This period commences on the day after the product was received by or on behalf of the consumer. During this period the consumer will treat the product and its packaging with care. He will only unpack or use the product to the extent that is necessary in order to determine whether he wishes to retain the product. If he wishes to exercise his right of withdrawal, then he will return the product to the trader, with all associated components, and – if this is reasonably possible – in the original state and packaging, in accordance with the reasonable and clear instructions provided by the trader. In the interest of hygiene earrings cannot be returned. The consumer is responsible for the return shipment of products. Therefore, we advise our customers to send the return with registered shipping.

Article 6b, Right of withdrawal upon delivery of services: When services are supplied, a consumer is able to dissolve the contract, without stating reasons, during seven week-days, starting on the day that the contract was concluded. In order to use his right or withdrawal, the consumer will act in accordance with the reasonable and clear instructions that were provided by the trader when the offer was made and/or, at the latest, upon delivery.

Article 7, Costs in a case of withdrawal: If a consumer makes use of his right of withdrawal, he will be charged, at the most, with the costs of returning the goods. If the consumer has paid a sum, the trader will refund this sum as quickly as possible, within 30 days at the latest. The trader offers refunds, but don’t offers exchanges. When the consumer wants to exchange his products for other products then he needs to return his goods, ask for a refund and make a new order.

Article 8, Precluding the right of withdrawal: The trader can only preclude the consumer from having a right of withdrawal if he clearly stated this fact when making the offer, or at least in good time before concluding the contract. Preclusion from the right of withdrawal is only possible for products: pierced products, such as earrings. In the interest of hygiene we cannot accept the return of earrings, there is no refund on earrings. If the consumer returns a pierced product then that pierced product will be returned to the consumer by the company on the expenses of the company; that the trader has developed in accordance with the consumer’s specifications; that are clearly of a personal nature; that cannot be returned due to their very nature; that rapidly decay or become obsolete; the price of which is subject to fluctuations (on the financial market) over which the trader has no influence; for single issues of newspapers and magazines; for audio- and video-recordings and computer software, the seals of which have been broken by the consumer. Preclusion from the right of withdrawal is only possible for services: relating to accommodation, transport, restaurants or leisure activities, to be carried out on a given date or during a given period; the supply of which commenced – with the explicit consent of the consumer – before the withdrawal period had lapsed; relating to bets and lotteries.

Article 9, The price: During the period of validity indicated in the offer, the prices of the products and/or services being offered will not be increased, except at a result of alterations in VAT-tariffs. Contrary to the previous paragraph, the trader may offer products or services at variable prices, if these are subject to fluctuations (in the

financial market) over which the trader has no influence. The offer must refer to these fluctuations and the fact that any prices quoted are recommended prices. Price increases within 3 months after the contract was concluded are only permitted if they are the result of statutory regulations or stipulations. Price increases more than 3 months after the contract was concluded are only permitted if this was stipulated by the trader and: they are the result of statutory regulations or stipulations; or the consumer has the right to terminate the contract on the day on which the price increase takes effect. Prices quoted for products or services being offered include VAT.

Article 10, Conformity and Guarantee: The trader guarantees that the products and/or services fulfill the contract, the specifications stipulated in the offer, reasonable requirements regarding reliability and/or serviceability, and statutory stipulations and/or government regulations that applied on the date on which the contract was concluded. A guarantee arrangement offered by the trader, manufacturer or importer does not affect the rights and claims a consumer can enforce on the grounds of the law and/or the distance contract, in relation to any failure on the part of the trader to keep to his obligations vis-à-vis the consumer.

Article 11, Supply and implementation: The trader will take the greatest possible care when receiving and implementing orders for products and when assessing applications for the provision of services. The place of delivery is deemed to be the address that the consumer makes known to the company. Taking into consideration that which is stated in Article 4 of these general conditions, the company will implement accepted orders with all due speed, within 30 days at the latest, unless a longer period of delivery has been agreed. If delivery is delayed, or if an order cannot be fulfilled, or only partially, the consumer will be informed about this, at the latest within one month after the order was placed. In that case, the consumer has a right to dissolve the contract, free of charge, and a right to possible damages. In a case of dissolution as described in the previous paragraph, the trader will refund the consumer with the sum paid as quickly as possible, at the latest within 30 days after the dissolution. Should it prove impossible to deliver a product that has been ordered, the trader will attempt to provide a replacement article. The trader will indicate, clearly and intelligibly, that a replacement article is being supplied, at the latest upon delivery. The right of withdrawal cannot be precluded in the event of replacement articles. The trader will be charged with the costs of return shipments. The risk of damage and/or loss of products rests upon the trader up to the moment of delivery to the consumer, unless this has explicitly been agreed otherwise.

Article 12, Extended duration transactions: A consumer has at all times the right to terminate a contract that has been concluded for an indefinite period of time, taking into consideration the applicable rules of termination and a maximum one-month period of notice for terminating the contract. The maximum validity of a contract concluded for an indefinite period of time is two years. If the parties have agreed that the distance contract will be automatically extended, then the contract will be continued as a contract for an indefinite period of time and the maximum period of notice for terminating the continued contract will be one month.

Article 13, Payment: The trader accepts payments made via Paypal, Bancontact/Mister Cash & Ideal. The trader's prices are displayed in Euro's. The rates are re-calculated each night. Please note if you choose to pay in a currency different to your own "local" currency, then your credit/debit card provider may charge you exchange rate costs. In the event that no later date has been agreed, the payment of products and services need to be paid for before the consumer receives the products or services, unless otherwise agreed. The consumer needs to pay for the goods within two weeks after the order has been placed. Where advance payment is stipulated, the consumer cannot invoke any rights relating to the implementation of the order or service(s) before the stipulated advance payment has been made. The consumer is obliged to inform the trader immediately of any inaccuracies in payment data provided or communicated. In the event of non-payment by the consumer, the trader has the right, subject to statutory limitations, to charge the consumer reasonable costs about which the consumer was informed in advance.

Article 14, Complaints procedure: The trader provides for a complaints procedure, that has been given sufficient publicity, and will deal with a complaint in accordance with this complaints procedure. A consumer who has discovered a defect should submit to the trader, without delay, a comprehensive and clearly specified complaint about fulfillment of the contract. A reply regarding complaints submitted to a trader will be provided within a period of 14 days, calculating from the date of receipt. If a complaint is expected to require a longer period of time for processing, then the trader will reply within 14 days, confirming receipt and indicating when the consumer can expect a more elaborate reply.

Article 15, Additional or alternative stipulations: Any additional stipulations, or ones that differ from these general conditions, may not be detrimental to the consumer and they must be recorded in writing or in such a way that a consumer can easily store them accessibly on a durable medium.