

# Allgemeine Geschäftsbedingungen - v5

Fluffy Nature

04-11-2017

General terms and conditions Fluffy Nature

## Article 1- Definitions

In these conditions 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 who is entering into an agreement with the entrepreneur;
3. day: calendar day;
4. durable medium: any medium that allows the consumer or business owner to store information that is addressed to him personally, in a way that future consultation and unaltered reproduction of the information will be possible.
5. right of withdrawal: the possibility for the consumer to opt out of the contract within the cooling-off period;
6. Entrepreneur: the natural or legal person who offers products and/or services to consumers;
7. "distance contract" means a contract in which the entrepreneur in the framework of an organized system for distance selling of products and/or services, uses exclusively one or more means of distance communication, up to the conclusion of the agreement.
8. means of distance communication: means that can be used to conclude a contract, without the consumer and entrepreneur meeting themselves.

## Article 2 - the entrepreneur's identity

Fluffy Nature is part of

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## article 3 - scope of application

1. These general conditions apply to all offers of the entrepreneur and on every distance contract that is set between the entrepreneur and the 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, at the request of the consumer they will be sent to him as quickly as possible, free of charge.
3. If the distance contract is concluded electronically, then, contrary to the previous paragraph, the text of these general conditions will be made available to the consumer by electronic means, in such a way that the consumer can easily store them on a durable medium. If this is not reasonably possible, at the request of the consumer they will be sent to him as quickly as possible, free of charge.
4. in addition to these general conditions specific product or service conditions can apply In that case the second and third paragraphs shall apply mutatis mutandis and the consumer in the event of conflicting terms and conditions can always rely on the applicable provision that is most favorable to him.
5. by the forwarding of the online order, the customer agrees to be bound by these terms and conditions.
6. the company has the right to change these general terms and conditions and to change the content of the website. For already completed agreements, the conditions that were valid during the conclusion of this agreement remain valid.

## Article 4 - offers

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 contains a complete and accurate description of the products and/or services. The description is sufficiently detailed to make a proper assessment of the offer by the consumer 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 will not bind the entrepreneur.
3. each offer will contain such information that it will be clear to the consumer what rights and obligations are involved in accepting the offer. This concerns in particular:
  - o the price including taxes;
  - o any costs of delivery;
  - o the way in which the contract shall be concluded and which actions this will require;
  - o whether or not the right of withdrawal applies;
  - o the arrangements for payment, delivery or implementation of the agreement;
  - o the deadline for accepting the offer, or the period during which the price is guaranteed;

- o the rates for distance communication, if the cost of using the means of distance communication are calculated on a basis other than the basic fee for the means of communication used;
- o whether the agreement is filed subsequent to its conclusion, and if so how the consumer can consult it;
- o the way the consumer, before the conclusion of the agreement, can control and rectify the information provided by him under the agreement;
- o the languages in which, in addition to the Dutch and English, the contract can be concluded;
- o the codes of conduct to which the entrepreneur is subjected and the way in which the consumer can consult these by electronic means;

#### article 5 - the agreement

1. The agreement, subject to the provisions of paragraph 4, is concluded at the moment the consumer accepts the offer and complies with the corresponding conditions.
2. If the consumer has accepted the offer electronically, the trader will immediately confirm the receipt of the electronic acceptance of the offer. As long as 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 take appropriate security measures.
4. the entrepreneur may -within statutory frameworks- check the consumer's ability to fulfill his payment obligations, as well as facts and factors that are important for a responsible conclusion of the distance contract. If the trader has, on the basis of this research, good grounds not to accept the agreement, he is entitled to refuse an order or to implement special conditions.
5. the company will provide following information to the consumer, 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 the manner in which 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 terms, unless the trader has already provided the consumer with this data before the implementation of the contract;

#### Article 6 - right of withdrawal

1. When purchasing products, the consumer has the ability to dissolve the contract without giving any reason, during 14 days. This period commences on the day following the receipt of the product by the consumer or an on behalf of the consumer and to the entrepreneur publicized representative.
2. during this period the consumer shall handle the product and its packaging carefully. He will only unpack 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 return the product and-if reasonably possible-in the original condition and packaging to the entrepreneur, in accordance with the reasonable and clear instructions provided by the entrepreneur.

#### Article 7 - costs of withdrawal

1. If the consumer exercises his right of withdrawal, he will pay for the cost of returning the goods.
2. the consumer must indicate by e-mail or by post that he wants to use the right of withdrawal. He can use the form available on the website. If he fails, the entrepreneur is under no obligation to accept the return.
3. the consumer must return the goods within 14 days after he has informed the entrepreneur of the fact that he wants to use the right of withdrawal
4. If the consumer has paid an amount, the trader will refund this amount as soon as possible, but no later than 14 days after he has received the returned goods, or has received evidence that the goods have actually been returned.

#### Article 8 - exclusion of the right of withdrawal

1. The entrepreneur can exclude the right of withdrawal of the consumer as far as provided for in paragraph 2. The exclusion of the right of withdrawal is valid only if the entrepreneur in the offer or at least clear in time for the conclusion of the agreement, has mentioned this.
2. exclusion of the right of withdrawal is only possible for products:
  - a. which are established by the trader 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;

#### Article 9 - the price

1. The in the offer of products or services mentioned prices are in EURO and include VAT.
2. The in the offer of the products or services mentioned prices do not include shipping costs. These are always clearly stated during the order process and on the website.

#### 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 guarantees that the product is suitable for other than normal use.
2. the company does not offer extended warranty on the delivered products than the warranty (conditions) of the manufacturer of these products, without, however, violating the consumers rights.
  3. the company is not responsible for the ultimate suitability of the products for each individual application by the consumer, nor for any advice regarding the use or application of the products.
  4. the customer is obliged to check the delivered products immediately upon receipt. If it appears that the delivered products are incomplete, unsound or wrong, then the consumer (before moving on to return them to the entrepreneur) has to report these defects immediately in writing (by e-mail or by post) to the entrepreneur. Any defects or wrong products delivered must be reported to the entrepreneur in writing within 10 days after delivery. Return of the goods should be in the original packaging (including accessories and associated documentation) and in new condition as well. Putting into service after detection of defects, damage after detection of defects, encumbrance and/or by auction after detection of defects, will cause this right to complain and return entirely expire.
  5. If consumer complaints are found substantiated by the entrepreneur, the entrepreneur will decide if he will replace it free of charge or if he will make a written arrangement over the compensation with the consumer, with the understanding that the liability of the entrepreneur is recognised and, consequently, the amount of compensation is always limited to a maximum of the invoice amount of the goods, or (depending on the choice of the entrepreneur) to the maximum amount, covered by the liability insurance of the entrepreneur. Any liability of the company for any other form of damage is excluded, including additional damages in whatever form (return costs), or compensation for indirect damage or consequential damage due to loss of profits.
  6. This warranty does not apply if:
    - a. and as long as the consumer towards the business owner is in default
    - b. The consumer has repaired the delivered products himself or had it done by third parties
    - c. the delivered products are exposed to unusual circumstances or otherwise treated carelessly or contrary to the instructions of the entrepreneur and/or instructions on the package.
    - d. the inferiorly in whole or in part is the result of rules that the Government has asked or will ask about the nature or quality of the materials used.

#### Article 11 - delivery

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 has notified to the company.
3. If items are in stock, they will be sent within 5 working days after the payment to the entrepreneur through DPD or Bpost. If certain items are not in stock, the consumer will receive as quickly as possible an email containing the estimated delivery period. This delivery is in no way binding, see paragraph 5 of this article.
4. the package is, if no one is present at the indicated address, offered up to 3 x, then the packet is automatically sent back to the entrepreneur. Cost to resend the package and therefore are to be borne by the consumer.
5. taking into consideration which is stated on this in article 4 of these terms and conditions, the company will ship orders within 30 days, unless a longer delivery has been agreed. If delivery is delayed, or if an order is not or only partially carried out, the consumer will receive notice of this no later than 30 days after the order was placed. The consumer in this case has the right to terminate the contract without penalty.
6. In case of dissolution in accordance with the previous paragraph, the trader will refund the consumer with the sum paid as soon as possible, but no later than 30 days after dissolution.
7. If delivery of an ordered product proves impossible, the trader will attempt to make available a replacement article. Before a replacement item will be shipped, it will be reported in a clear and comprehensible manner that a replacement article is delivered. Agreement will be sought from the consumer.
8. the risk of damage and/or loss of products rests with the trader up to the moment of delivery to the consumer, unless otherwise expressly agreed.
9. the shipping charges are clearly stated on the site and during the order process. For consumers picking up orders themselves at the entrepreneur, there will be no shipping costs charged. Shipping costs are always clearly stated on the invoice.

#### Article 12 - Payment

1. Unless otherwise agreed, the amounts owed by the consumer are to be paid in advance by bank transfer, Bancontact, iDeal or Sofort Banking or Paypal. Payment in instalments is not possible. The products are dispatched after receipt of payment.
2. the consumer is obliged to report any inaccuracies in payment data provided without delay to the entrepreneur

#### Article 13 - Procedure for complaints

1. From the time of delivery, all risks of loss, decay, damage etc, regardless of the cause, go to the consumer.
2. consumer is obliged to inspect the products delivered by the company prior to commissioning.
3. the customer is obliged to check the delivered products immediately upon receipt. If it appears that the delivered products are incomplete, unsound or wrong, then the consumer (before moving on to return them to the entrepreneur) has to report these defects immediately in writing (by e-mail or by post) to the entrepreneur. Any defects or wrong products delivered must be reported to the entrepreneur in writing within 10 days after delivery. Return of the goods should be in the original packaging (including accessories and associated documentation) and in new condition as well. Putting into service after detection of defects,

damage after detection of defects, encumbrance and/or by auction after detection of defects, will cause this right to complain and return entirely expire.

4. complaints about invoices should also in writing and to be submitted within a time limit of 10 days after delivery of the goods. After the expiry of that period, the consumer shall be deemed to have accepted the invoice.

5. minor deviations in quality of the delivered goods, which technically are inevitable or usually in trade can be admitted, in general are no ground for advertising or for dissolution of the agreement.

6. If consumer complaints are found substantiated by the entrepreneur, the entrepreneur will decide if he will replace it free of charge or if he will make a written arrangement over the compensation with the consumer, with the understanding that the liability of the entrepreneur is recognised and, consequently, the amount of compensation is always limited to a maximum of the invoice amount of the goods, or (depending on the choice of the entrepreneur) to the maximum amount, covered by the liability insurance of the entrepreneur. Any liability of the company for any other form of damage is excluded, including additional damages in whatever form (return costs), or compensation for indirect damage or consequential damage due to loss of profits.

7. in case of complaints, the products are to be returned to the entrepreneur for the account and risk of the customer.

8. Complaints will be answered within a period of 14 days, counted from the date of receipt, answered. If a complaint requires longer processing time, the entrepreneur within the period of 14 days will reply with a message of receipt and an indication when the consumer can expect a more detailed answer.

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

#### Article 14 - Disputes

1. Agreements between the entrepreneur and the consumer to which these general conditions relate, are exclusively governed by Belgian law. In this only the Commercial Court of Kortrijk (Belgium) is competent.

2. The consumer can open a dispute at the European Online Dispute Resolution (ODR) on the ODR platform:

<http://ec.europa.eu/consumers/odr/>

#### Article 15 - force majeure

1. None of the parties concerned is obliged to keep to agreements in the event of force majeure.

2. in case of force majeure during a connected period longer than 1 month, both parties have the right to dissolve the agreement.

3. There is force majeure if the entrepreneur can not stick to the agreements or if any damage occurs by factors outside the influence area of the business owner. There is certainly, but not only, a case of force majeure for the entrepreneur if: official laws and/or rules are being changed in a way the entrepreneur can not stick to the agreements made.

4. in the event of force majeure the entrepreneur will initially try to find a solution in consultation with the consumer. If consumer and entrepreneur cannot agree, the entrepreneur is entitled to dissolve the agreement.

#### Article 16 - Privacy

we respect the privacy of all users of our website. The personal information you provide to us, will always be confidential and be treated with care.

We will not process your personal information to third parties and only make them available to third parties if they are involved in processing your order, such as the delivery of your order.

You can consult your personal data at any time, by sending a written request to (via letter or e-mail) to the entrepreneur. The entrepreneur will within days present an overview providing your personal data.

If you believe that your personal data need to be corrected, supplemented, deleted or should be protected because they are factually incorrect, or are for the above purpose not complete or relevant or in violation of any legal directive, you will have to report this in writing (via letter or e-mail) to the entrepreneur. In this message you will have to indicate that your personal data should be corrected, supplemented, deleted or shielded.

If you feel your personal data need to be improved and/or supplemented, specify in your post also the improvements/additions of your personal data. The entrepreneur will follow your instructions immediately in all cases, unless he cannot do so. In that case, the entrepreneur will delete your personal data from his file. The entrepreneur will order any third parties to whom your personal data have been given to make the changes you wished.

If the consumer calls for removal of the customer data from the database, the entrepreneur will do so, provided that the consumer has fulfilled his (payment) obligations.

All communication of personal data over the internet will be locked with SSL ( Secure Socket layer)

We keep online (anonymous) visitor statistics.

#### Article 17 - additional or different terms

Additional derogations from these general terms and conditions shall not be to the detriment of the consumer and should be recorded in writing or in such a way that the consumer can store it in an accessible manner on a durable medium.