

Terms and Conditions - v2

malou-paul-jewellery

09-07-2018

Terms and Conditions - Malou Paul

Date: 04-05-2018

1. Definitions

- a. Malou Paul, located at Alphen aan den Rijn, Chamber of Commerce number 27367628, will be indicated as 'seller', 'us', or 'Malou Paul'.
- b. The opposite party of the seller, will be indicated as 'customer' or 'you'.
- c. Parties are seller and customer.
- d. With the term 'agreement', a sales agreement between parties is meant.

2. Applicability of Terms

- a. These terms are applicable to all offers, quotations, agreements and delivery of services and goods by or on behalf of seller.
- b. Deviating from these terms can only be done with formal and written agreement by both parties.

3. Agree to Terms

- a. By accessing and using this website (Malou Paul) customer accepts the Terms and Conditions.
- b. Malou Paul may, at any time and without prior notice, change these Term and Conditions by revising them on the website.

4. Use of the Site

- a. You may only use this website to gain information on Malou Paul, or to purchase its products.
- b. You may not use or reproduce any of the images, designs or texts without written consent of Malou Paul.
- c. You may not use this website if you are under the age of 16, without parental consent.

5. Shipping Policy and Delivery Time

- a. All jewellery is carefully packaged in a jewellery box with tissue paper, unless otherwise agreed upon. That jewellery box is safely packaged in bubble wrap and a sturdy cardboard box suitable for shipping.
- b. Your order is shipped within 7 workdays, after receiving payment, provided that the product is in stock. For orders on products that are not in stock and need to be made, contact info@maloupaul.nl for details on production and shipping time.
- c. If the production / shipping time of your order exceeds the 7 workdays, you will be notified via email.
- d. Delivery time is indicative and does not give the customer the right for dissolution or compensation, unless parties have otherwise agreed upon, in a formal and written agreement.
- e. Seller is allowed to deliver orders in parts, unless parties have otherwise agreed upon, in a formal and written agreement. When an order is delivered in parts, seller is allowed to invoice these parts separately.
- f. If a customer wishes to receive the pieces of jewellery earlier, he/she needs to contact seller via email to see what the possibilities are, before ordering.

6. Return policy

- a. The customer is legally entitled to cancel an order within 14 working days of receipt of the product and to return it for a full refund.
- b. The customer is not allowed to return items that have been made especially for the customer, personalized or made to certain specifications, specified by the customer.
- c. If a customer wishes to return an item he/she should email seller at info@maloupaul.nl to notify seller of the return within 14 days of receiving the item. Included in the email should be the customer's name and invoice number and reason for returning.
- d. The customer can use the cancellation form of the seller. The seller is obligated to supply the customer with this form upon request of the customer.
- e. The customer is responsible for the shipping costs, made for returning the item(s).
- f. The customer should make it clear if he/she requires an exchange or refund for the item.
- g. The customer must take reasonable care of all items in their possession and return them to seller, appropriately packaged to avoid damage, within 7 days from the cancellation date. Items should be returned in their original packaging to ensure they are adequately protected in transit. If a customer does not apply to these terms, a fee may be charged to the customer.
- h. Items returned outside of the above timeframes will not be accepted and will be returned to the customer.
- i. In case of returning an entire order, the customer receives a full refund, including the shipping costs made to deliver the goods to the customer. When the customer returns only part of the order, the shipping costs are not refunded. The customer is responsible for the shipping costs, made for returning item(s) to the seller.

7. Payment

- a. The customer can use any of the listed payment methods listed in the web shop upon checkout.
- b. In order to make a reservation, a down payment is obligated.
- c. The customer must pay the full amount up front when ordering a custom order, made to the client's wishes. The order will not be processed until the customer has fulfilled payment.
- d. When the customer doesn't pay on time, he/she is in default. The order will not be processed until the customer has fulfilled payment.
- e. In case of bankruptcy, seizure or liquidation of customer, the claims of the seller are immediately claimable.

8. Prices and Price changes

- a. All prices on the website are listed in € euros, including 21% VAT.
- b. Seller is allowed to change prices at all times.
- c. When a product is mistakenly listed with an incorrect price, seller reserves the right to cancel the order for the product with the price listed incorrectly. Even when the customer has already paid for the product, the order may be cancelled and the customer's money refunded.
- d. Seller is not obligated to deliver the product at the incorrect price.
- e. Delivery time is indicative and does not give the customer the right for dissolution or compensation, unless parties have otherwise agreed upon, in a formal and written agreement.
- f. Offers and quotations do not apply automatically for a backorder. Parties should agree upon this explicitly beforehand in a written agreement.

9. Force Majeure

- a. If the seller cannot (not in general, not on time or not by reasonable standards) meet its obligations from the agreement due to force majeure, he is not liable for damage suffered by the customer.
- b. By force majeure is understood any circumstance which the seller during entering the agreement could not have predicted or taken into account and causes the seller to not be able to meet the agreement's terms, such as, but not limited to: illness, war or danger of war, civil war, molest, sabotage, terrorism, energy failure, flooding, earth quake, fire, strikes, modified government policies, transport difficulties, and other disruption in the company of the seller.
- c. Furthermore parties agree that force majeure also includes the instance where the seller is dependent on subcontractors for the execution of the agreement, causing the seller not being able to meet the contractual obligations of the agreement.
- d. If the seller cannot (not in general, not on time or not by reasonable standards) meet its obligations from the agreement due to force majeure, the obligations will be suspended until seller can meet the obligations. If the situation, meant in the previous sentence, has lasted 30 calendar days, both parties can cancel the agreement in writing.

10. Guarantee

- a. There is a guarantee of 3 months from the date of purchase on all products. When a piece of jewellery, with normal wear, unexpectedly breaks within 3 months, the customer may send it back to the seller. The customer should contact the seller within 3 months via email to notify the seller of the complaint, before returning the item.
- b. The shipping costs for returning the item should be paid by the customer. The shipping costs for returning the repaired item to the customer shall be paid by seller.
- c. The items should be returned in a sturdy packaging, using bubble wrap and a cardboard box. Items should always be sent as a registered delivery.
- d. The guarantee does not apply to any cracks in gemstones that occur, as they are fragile products, made by nature. When a gemstone breaks, please contact seller at info@maloupaul.nl, so a suitable solution can be agreed upon. A repair fee may apply.
- e. Not included in the guarantee: normal wear and tear, stains caused by perfume.
- f. Seller cannot be held accountable for normal wear and tear or any damage caused by wrongly using the products.