

# General terms and conditions

## Definitions

1. Customer: the person with whom Charming Couture has entered into an agreement;
2. Parties: Charming Couture and the customer together;
3. Consumer: a customer who is also an individual and acts as a private person;
4. Day: calendar day;
5. Duration transaction: a distance contract with regard to a series of products and/or services, the delivery and/or purchase obligation of which is spread over time;
6. Durable medium: any means that enables the consumer or entrepreneur to store information that is addressed to him personally in a way that enables future consultation and unaltered reproduction of the stored information;
7. Right of withdrawal: the possibility for the consumer to cancel the distance contract within the cooling-off period;
8. Model form: the model withdrawal form that the entrepreneur makes available that a consumer can fill in if he wants to make use of his right of withdrawal;
9. Entrepreneur: the natural or legal person who offers products and / or services to consumers from a distance;
10. Distance contract: an agreement whereby, in the context of a system organized by the entrepreneur for distance sales of products and/or services, up to and including the conclusion of the agreement, only one or more techniques for distance communication are used;
11. Technology for distance communication: means that can be used to conclude an agreement, without the consumer and the entrepreneur being together in the same room at the same time;
12. General Terms and Conditions: the present General Terms and Conditions of the entrepreneur.

## Identity of the entrepreneur

1. Statutory name: Charming Couture.
2. Business address: Van Leeuwenhoeklaan 14, 8024 DR Zwolle, Nederland (*please note: no visiting address!*).
3. Email address: [info@charmingcouture.nl](mailto:info@charmingcouture.nl)
4. Telephone number: +31(0)6 82 38 50 48.
5. Chamber of Commerce number: 76517209.
6. VAT identification number: NL003097132B96.
7. Bank account number: NL77INGB0009574959.

## Applicability of general terms and conditions

1. These terms and conditions apply to all quotations, offers, orders, agreements and deliveries of products on behalf of Charming Couture.
2. Parties can only deviate from these terms and conditions if they have explicitly agreed to do so in writing.

3. The parties explicitly exclude the applicability of additional and / or deviating general terms and conditions of the customer or third parties.
4. When placing an order with Charming Couture, you agree to these general terms and conditions of delivery. Without agreement there is no question of an order or delivery.

### **The offer**

1. If an offer has a limited period of validity or is made subject to conditions, this will be explicitly stated in the offer.
2. The offer is without obligation. Charming Couture is entitled to change and adapt the offer.
3. The offer contains a complete description of the products and/or services offered. The description is sufficiently detailed to enable the consumer to make a proper assessment of the offer. If Charming Couture uses images, these are a true representation of the products and/or services offered. Obvious mistakes or errors in the offer are not binding for Charming Couture.
4. All images, specifications and data in the offer are indicative and cannot give rise to compensation or dissolution of the agreement.
5. Images with products are a true representation of the products offered. Charming Couture cannot guarantee that the displayed colors exactly match the real colors of the products.
6. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to accepting the offer. This concerns in it special:
  - the price including taxes;
  - the possible costs of shipping;
  - the way in which the agreement will be concluded and which actions are required for this;
  - whether or not the right of withdrawal applies;
  - the method of payment, delivery and implementation of the agreement;
  - the term for accepting the offer, or the term within which the entrepreneur guarantees the price;
  - the level of the rate for distance communication if the costs of using the technique for distance communication are calculated on a basis other than the regular basic rate for the means of communication used;
  - whether the agreement will be archived after the conclusion, and if so, how it can be consulted by the consumer;
  - the way in which the consumer, before concluding the agreement, can check the information provided by him under the agreement and, if necessary, restore it;
  - any other languages in which, in addition to Dutch, the agreement can be concluded;
  - the behavioral codes to which the entrepreneur is subject and the way in which the consumer can consult these behavioral codes electronically; and
  - the minimum duration of the distance contract in the event of a length transaction.
  - Optional: available sizes, colors, type of materials.

## Prices

1. All prices that Charming Couture uses are in euros, are inclusive of 0% VAT due to participation in the small business agreement and exclusive of any other costs such as administration costs, shipping or transport costs, unless explicitly stated otherwise or agreed otherwise.
2. Due to participation in the small business scheme, Charming Couture charges 0% VAT on the products offered.
3. Charming Couture can change all prices that Charming Couture uses for its products, on its website or that are otherwise announced.
4. Increasing the cost prices of products or parts thereof that Charming Couture could not foresee at the time of making the offer or the conclusion of the agreement, may give rise to price increases.
5. The consumer has the right to dissolve an agreement as a result of a price increase as referred to in paragraph 3, unless the increase is the result of a statutory regulation.
6. Discount codes cannot be applied retroactively. These must be entered during the checkout process, the discount amount will then be immediately visible.

## Order method

1. When you have found a product in one of the categories in the webshop that you would like to buy, you click on the blue button: 'Add to cart'. This places the product in the shopping cart (top right). A number will now appear on the shopping cart. That is the number of products that have been placed in the shopping cart. When you click on the shopping cart you will see the products that you have selected, including a calculation of the shipping costs. By approving at the bottom of the page, you go to the next step. Here you will be asked to fill in the personal details for the payment process and shipping.
2. Charming Couture considers the personal data of its customers very important, therefore this data will never be used for purposes other than for payment and shipping of the order and its own administration. Personal data will not be made available to third parties. You will also only receive the newsletter if you are registered for it.

## Payments

Payment can be made in different ways:

- by means of an iDeal payment through your own bank in the Netherlands (the contractor Mollie will be on your statement)
- by bank transfer to Charming Couture's account
- by Bancontact payment through your own bank in Belgium (for customers from Belgium, the contractor Mollie will be on your statement).
- by Paypal (this can also be used to make credit card payments)
- through a Charming Couture gift voucher

1. When paying via iDeal, Bancontact, PayPal and gift voucher, the products are immediately prepared for shipment and shipped as soon as possible, depending on the time of payment.
2. With a bank transfer, the desired products are reserved for the consumer, until the amount to be paid is on Charming Couture's account. Keep in mind that this can take a few days before the amount is credited to Charming Couture's account. As soon as the money has been credited to Charming Couture's account, the products will be shipped as soon as possible.
3. Unless otherwise agreed, the amounts owed by the consumer must be paid by bank transfer within 5 working days after placing the order. In the event of an agreement to provide a service, this period starts after the consumer has received confirmation of the agreement.
4. The consumer has the duty to immediately report inaccuracies in provided or stated payment details to Charming Couture.
5. In the event of non-payment by the consumer, Charming Couture has the right, subject to legal restrictions, to charge the reasonable costs made known to the consumer in advance.

## **Delivery**

1. Delivery takes place while stocks last.
2. Delivery takes place at Charming Couture, unless the parties have agreed otherwise.
3. Delivery of (online) ordered products takes place at the address provided by the customer.
4. If an order is delivered outside the European Union, additional import charges and local taxes may be imposed that the consumer must pay when the goods are received. The rules for this differ per country. Each local government determines the exact import duties and customs costs.
5. If the agreed amounts are not paid or not paid on time, Charming Couture has the right to suspend its obligation until the agreed part has been paid.
6. In case of late payments, there is a default by the creditor, with the result that the consumer cannot object to Charming Couture for a late delivery.
7. In the event that ordered products are unexpectedly out of stock, the consumer will be informed as soon as possible by e-mail or telephone.
8. In that case Charming Couture offers 3 options, from which the consumer is free to choose:
  - Receive other products in place of the missing items
  - Wait until the missing products are delivered
  - Credit for the missing products

## **Delivery time**

1. If in stock, the products will be shipped within 2-3 working days, with the exception of customization.

2. The delivery time for customization can differ, on average this delivery time is 10 working days excluding shipping time. For an accurate delivery time, contact Charming Couture at [info@charmingcouture.nl](mailto:info@charmingcouture.nl) with an appointment of the customization to be delivered.
3. The delivery times stated by Charming Couture are indicative and do not entitle the consumer to dissolution or compensation if they are exceeded, unless the parties have explicitly agreed otherwise in writing.
4. The delivery time starts when the consumer has fully completed the electronic ordering process and has received confirmation from Charming Couture.
5. Exceeding the specified delivery time does not entitle the consumer to compensation or the right to terminate the agreement, unless Charming Couture cannot deliver within 30 days after receiving a written reminder or the parties have agreed otherwise.

### **Actual delivery**

The consumer must ensure that the actual delivery of the products ordered by him can take place on time.

### **Packaging and shipping**

1. When the payment obligation has been met, Charming Couture will ship the order as soon as possible. Depending on the size of the order, this will be with letterbox post or parcel post. This is indicated as soon as a product has been placed in the shopping cart. A track & trace code will be sent by e-mail for both letterbox post and parcel post. If in stock, each order is offered for delivery to the carrier within 2-3 working days.
2. Within the Netherlands, shipping is done with the carrier PostNL. PostNL uses a delivery time of 1-2 working days on average.
3. Shipping to Belgium and Germany is done with the carrier DPD. DPD uses a delivery time within Europe of an average of 2-5 working days.
4. Shipping outside Europe is in consultation. The costs will differ from the shipping costs within Europe. Send us an e-mail at [info@charmingcouture.nl](mailto:info@charmingcouture.nl) for an estimate of the shipping costs and the estimated shipping time.
5. After offering the order for shipment to the carrier, Charming Couture has no influence on its delivery and cannot be held liable for any delay of the shipping party.
6. The shipping costs are indicated as soon as there is a product in the shopping cart. The costs for letterbox mail within the Netherlands are € 4.50, the costs for parcel mail within the Netherlands are € 7.00. The costs for letterbox mail to Belgium and Germany are € 7.00, the costs for parcel mail to Belgium and Germany are € 11.00.
7. The costs for shipping outside the Netherlands but within Europe are indicated after entering the address details.
8. If the letterbox is too small, it may happen that the order cannot be delivered as letterbox post when shipped. If your letterbox is narrower than 26.5 cm, choose a different delivery address or pick up your order at a postal service point.
9. Incorrect delivery addresses are the responsibility of the consumer and may lead to additional costs.

10. All Charming Couture products are carefully made, checked before shipment and packaged with care, after which they are offered to the carriers.
11. If the packaging of a delivered product is opened or damaged, the consumer must, before receiving the product, have a note drawn up by the forwarder or delivery person, failing which Charming Couture cannot be held liable for any damage.
12. If the customer is responsible for the transport of a product, he must report any visible damage to products or the packaging in writing to Charming Couture prior to transport, failing which Charming Couture cannot be held liable for any damage.

## **Warranty**

1. The products offered meet the reasonable requirements of reliability and/or usability.
2. Charming Couture offers a 1 month degressive warranty after purchasing the product. In case of traces of abnormal / careful use, the right to warranty will lapse.
3. Charming Couture often works with natural products, such as cotton, wool, wood, leather etcetera. These materials can work and crack due to load, overload and aging. Charming Couture cannot guarantee this because it is a natural product.
4. The products have not been individually tested and use is at the risk of the consumer.
5. If one receives a seriously damaged delivery as a result of which the packaged product has suffered damage, then this must be communicated to Charming Couture within 48 hours by e-mail to [info@charmingcouture.nl](mailto:info@charmingcouture.nl) in addition to the transporting party. An appointment will be made about the return/replacement. If you inform Charming Couture too late about the transport damage, the right to warranty will lapse.
6. However, Charming Couture is never 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.
7. The warranty does not apply if:
  - The consumer has repaired and/or modified the delivered products himself or had it repaired and/or modified by third parties;
  - The delivered products have been exposed to abnormal conditions or are otherwise treated carelessly or are contrary to Charming Couture's instructions and/or have been treated on the packaging;
  - The inadequacy is wholly or partly the result of regulations that the government has made or will make with regard to the nature or quality of the materials used.

## **Made to measure items**

1. A number of products that you buy through this webshop are custom made according to the specification (s) entered by you. The right of withdrawal and the possibility to exchange do not apply. The sale is therefore final after successful payment.
2. Charming Couture is not liable for measuring errors made by yourself, any alteration costs are for your own account.
3. To avoid damage and disappointment, the correct size must be ordered.

## Exchange

1. The consumer can exchange the unused products for another product (with the exception of customized articles, see also 'Right of withdrawal'). The shipping costs are not reimbursed, they are at the expense of the consumer.
2. Exchanges must be reported in writing in advance to [info@charmingcouture.nl](mailto:info@charmingcouture.nl) which items must be exchanged.
3. The products must be unused, properly packaged in the original packaging and with sufficient postage. Charming Couture is not responsible for the packaging and shipping of the product. If the new shipping costs are higher because the product to be exchanged is larger / heavier, these extra costs will be for the consumer.

## Right of withdrawal

1. A consumer can cancel an online purchase during the cooling-off period of 14 days without giving any reason, provided that:
  - The product has not been used.
  - The return is reported in writing in advance to Charming Couture at [info@charmingcouture.nl](mailto:info@charmingcouture.nl)
  - It is not a product that is tailor-made or adapted specifically for the consumer.
  - It does not concern customized products / customized products, the right of withdrawal does not apply and customized products / customized products cannot be exchanged. The sale is therefore final after successful payment.
2. The reflection period of 14 days as referred to in paragraph 1 starts on the day after the consumer has received the last product from 1 order.
3. During the reflection period, the consumer will handle the product and packaging with care. He will only unpack or use the product to the extent necessary to assess whether he wishes to keep the product. If he makes use of his right of withdrawal, he will return the product with all accessories supplied and in the original new condition and packaging to the entrepreneur, in accordance with the reasonable and clear instructions provided by Charming Couture.
4. The consumer can make his appeal to the right of withdrawal known in writing via: [info@charmingcouture.nl](mailto:info@charmingcouture.nl)
5. The consumer is obliged to return the product within 14 days after the notification of his right of withdrawal in the original packaging and packed with care to Charming Couture, failing which his right of withdrawal will lapse.
6. The costs and the risk for returning are entirely for the consumer.
7. Unfortunately, we cannot credit returns that have not been carefully packed/damaged
8. If the products appear to have been used, a reasonable reduction in value will be charged on the amount to be credited.
9. Customized products that you purchase through this webshop are custom made according to the specification(s) entered by you. The right of withdrawal is therefore not applicable. The sale is therefore final after successful payment.
10. If the products offered for return have been paid for with a gift voucher, a new gift voucher will be sent. No amount will be credited to the consumer's bank account as gift cards cannot be exchanged for cash.

11. Return shipments must be sent to the following return address after written notification and approval: Charming Couture Returns, Huibertplaat 77, 8032 DG Zwolle, The Netherlands.

### **Retention of title**

1. Charming Couture remains the owner of all delivered products until the customer has fully complied with all his payment obligations towards Charming Couture on the basis of any agreement concluded with Charming Couture, including claims regarding failure to perform.
2. Until then Charming Couture can invoke its retention of title and take back the goods.
3. Before ownership has passed to the customer, the customer may not pledge, sell, dispose of or otherwise keep the products.
4. If Charming Couture invokes its retention of title, the agreement will be deemed dissolved and Charming Couture has the right to claim compensation, lost profit and interest.

### **Complaints**

1. The customer must examine a product delivered by Charming Couture as soon as possible for any shortcomings.
2. Consumers must notify Charming Couture in writing within 14 days after discovery of the shortcomings.
3. The customer provides a description of the shortcoming that is as detailed as possible, so that Charming Couture is able to respond adequately.
4. The customer must demonstrate that the complaint relates to the agreement between the parties
5. If a complaint relates to ongoing work, this cannot in any case lead to Charming Couture being obliged to perform other work that has been agreed.
6. The complaints submitted to Charming Couture will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the entrepreneur will reply within 14 days with a confirmation of receipt and an indication when the consumer can expect a more detailed answer.
7. We naturally hope that the above will never be necessary as we sell *quality products* and always strive for *excellent service*. Should the situation nevertheless arise, we hope to resolve it together with you, without the help of third parties.

### **Notice of default**

1. The customer must make notice of default known to Charming Couture in writing.
2. It is the responsibility of the customer that a notice of default actually reaches Charming Couture (on time).



## **Liability**

1. Charming Couture cannot be held liable if the maintenance instructions are not followed, or complaints will be declared unfounded.
2. Charming Couture is not liable for color deviations as a result of screen quality.
3. The content of the website has been carefully compiled. Charming Couture cannot be held responsible for incorrect and / or incomplete information.
4. If incorrect price information is unintentionally stated on the website due to typing, typesetting or printing errors, this will be adjusted as soon as possible. Price changes as a result of the above can also be made to already placed orders if the order has not yet been shipped. If desired, the customer may cancel the order made free of charge due to the above price change.
5. Charming Couture is not obliged to deliver the product at the wrong price in the event of printing and typing errors.
6. Charming Couture does everything it can to deliver the best possible product. However, animals and children remain unpredictable and serve their owners or parents always supervise while using our items. Charming Couture cannot be held responsible for accidents related to our articles.
7. All our products are handmade, which can cause deviations with regard to finish and size. Charming Couture cannot be held liable for this.
8. Pet owners or parents must at all times be on the lookout for loose or loosened parts on the products, in order to protect their animal/child against possible accidents.

## **Joint and several liability of the customer**

If Charming Couture enters into an agreement with several customers, each of them is jointly and severally liable for the full amounts that they owe to Charming Couture on the basis of that agreement.

## **Force of the majority**

1. If a force majeure situation arises as a result of which Charming Couture is unable to fulfill 1 or more obligations towards the customer, these obligations will be suspended until Charming Couture can meet them again.
2. From the moment that a force majeure situation has lasted at least 30 calendar days, both parties may dissolve the agreement in writing in whole or in part.
3. Charming Couture does not owe any (damage) compensation in a force majeure situation, even if it enjoys any advantage as a result of the force majeure situation.
4. Force majeure is understood to mean any strange cause, as well as any circumstance that should not reasonably be at its risk. Delays in or non-performance by our suppliers, disruptions in the internet, disruptions in the electricity, disruptions in e-mail traffic and disruptions or changes in technology supplied by third parties, transport difficulties, strikes, government measures, delays in supply, negligence of suppliers and/or manufacturers of Charming Couture as well as auxiliary persons, illness of staff, defects in auxiliary or transport equipment are expressly considered force majeure.

## **Changes to the Agreement**

If, after the conclusion of the agreement for its implementation, it remains necessary to amend or supplement its contents, the parties will adjust the agreement accordingly in good time and in mutual consultation.

## **Changes to general terms and conditions**

1. Charming Couture is entitled to amend or supplement these general terms and conditions.
2. Changes of minor importance can be made at any time.
3. Charming Couture will discuss major substantive changes with the customer as much as possible in advance.
4. Consumers are entitled to cancel the agreement in the event of a substantial change to the general terms and conditions.

## **Transfer of Rights**

Rights of the customer under an agreement between the parties cannot be transferred to third parties without the prior written consent of Charming Couture.

## **Privacy**

1. Personal data is only included in Charming Couture's customer base and will not be made available to third parties for commercial purposes.
2. Products (photos of) can be used for advertising purposes. You automatically give permission for this when placing an order for a product and customized products.
3. We would like to receive photos from customers for our portfolio of each product. We place some of these photos on our website and/or social media. If you object to this, we would like to hear from you. Your photo will then not be posted.
4. Charming Couture takes the protection of data seriously and takes appropriate measures to prevent misuse, loss, unauthorized access, unwanted disclosure and unauthorized changes. If you have the impression that his/her data is not properly secured or there are indications of abuse, please contact us.
5. We reserve the right to change our privacy policy at any time. However, you will always find the most recent version on this page (Privacy Policy and AVG).

### **Applicable law and competent court**

1. Dutch law is exclusively applicable to every agreement between the parties, even if the consumer lives outside the Netherlands.
2. The Dutch court in the district where Charming Couture is located has exclusive jurisdiction to hear any disputes between the parties, unless the law prescribes otherwise.
3. The Vienna Sales Convention does not apply.

Changed on January 01, 2020