

## TERMS & CONDITIONS BONBON BOUTIQUE

### Article 1. General

**1.1** All offers, orders and agreements of BonBon Boutique are subject to these General Conditions of Sale (hereinafter: the Conditions), unless BonBon Boutique agrees in writing to other conditions. Agreed departures from the conditions shall not entitle the customer to any rights in respect of future transactions.

**1.2** The acceptance of an offer or placement of an order means that you accept these conditions.

**1.3** Departures from the provisions of these conditions are only possible if laid down in writing, in which case the other provisions shall continue to apply in full.

### Article 2. Offers/agreements

**2.1** An agreement shall only be established after BonBon Boutique's acceptance of your order. BonBon Boutique is entitled to refuse orders or to attach certain conditions to the delivery, unless specifically determined otherwise. In the event of not accepting an order, BonBon Boutique shall provide notice to that effect within two (2) working days of the order's receipt.

**2.2** The consequences of mistakes and errors made by the buyer shall be borne entirely by the buyer. If you wish to cancel the order, send an e-mail message immediately to [info@bonbonboutique.nl](mailto:info@bonbonboutique.nl). Article 5 shall come into operation, if you are late in cancelling an order.

### Article 3. Prices and payments

**3.1** The prices for the products and services offered are stated in Euros, including VAT (19%).

**3.2** Shipping costs are not included in the price shown on the website. However, shipping costs are stated on the website that precedes the purchase. The charge for transport in the Netherlands is € 7.00. The charge for transport within the European Union is € 9.50. The charge for transport to the rest of the world is €16.00.

**3.3** All customs duties and sales taxes are for account of the customer and are non-refundable through BonBon Boutique. However, you may be able to recover these by contacting your local customs bureau directly.

**3.4** Apparent (manipulation) errors in the stated price, such as obvious inaccuracies (as a result of apparent misprints, printing errors, language and/or entry errors) may also be corrected by BonBon Boutique after the establishment of the agreement.

**3.5** Immediately after placing an order, you will receive confirmation by e-mail stating the goods ordered, delivery details and total cost.

**3.6** Full payment shall always be made in advance: immediately and online through Paypal (Eurocard, Mastercard and Visa) or through IDEAL (internet banking for Dutch customers), after approval by the party making the mediated payment.

**3.7** Payment details are sent via an SSL (secured socket layer) connection, as internationally recommended for sending data securely over the Internet.

### Article 4. Delivery

**4.1** BonBon Boutique only makes deliveries to customers who have a valid address worldwide. BonBon Boutique will do her best to deliver the package as soon as possible.

**4.2** BonBon Boutique ships all orders to the address stated at the time of ordering through TNT within 2 weeks of receiving payment. If we depart from this for any reason, you shall be notified by e-mail.

**4.3** A failure to make delivery within the agreed delivery dates shall not entitle the customer to compensation, termination of the agreement or non-fulfillment of any obligation arising from this agreement or any other agreement related to it.

**4.4** Delivery in consignments is permitted.

**4.5** BonBon Boutique shall strive to keep the website as up to date as possible but a product unfortunately may no longer be available for delivery. In that case, BonBon Boutique shall contact you by email as soon as possible.

### Article 5. Return shipments

**5.1** You are obliged at the time of delivery to check that the products fulfill the agreement. If they do not, you must send an e-mail message to [info@bonbonboutique.nl](mailto:info@bonbonboutique.nl), within 7 working days of receiving the order. After this period, you will be deemed to have accepted the goods.

**5.2** If you do not wish to take receipt of a product, you shall be entitled to return the product to BonBon Boutique within 7 working days. You shall bear the costs of return shipments. Return shipments shall only be accepted in this case, if the product's packaging is undamaged and the product has not been worn. To announce a return shipment, send an e-mail message to [info@bonbonboutique.nl](mailto:info@bonbonboutique.nl) stating the reason for the return and the item concerned. You shall receive a reply within 24 hours by e-mail details as how to return the package.

Within 10 working days of receiving a product that has been returned in good condition, BonBon Boutique shall refund the amount paid through Paypal or otherwise, with deduction of the original shipping costs (for NL: €7.00, within the EU €9.50, other €16.00).

## **Article 6. Liability**

**6.1** Any liability of BonBon Boutique and of BonBon Boutique's personnel and products for direct or indirect damage/losses of any description, including trading losses and consequential losses, damage to movable or immovable property or persons, is specifically excluded. Nor shall BonBon Boutique be liable for damage/losses resulting from the execution of the agreement by third parties.

Without detriment to this point and other points in the provisions of these General Conditions, BonBon Boutique shall never be liable for:

- Damage/losses resulting from incorrect, careless or inexperienced use or use for purposes other than the use for which the product is suitable or intended;
- Trading and/or consequential damage/losses attributable to any cause whatsoever;
- Damage/losses caused by employees of BonBon Boutique and/or third parties it involves, resulting from any cause whatsoever;
- Damage/losses attributable to force majeure in the sense intended by article 7.

**6.2** BonBon Boutique accepts no liability for any damage arising from the use of BonBon Boutique's products.

**6.3** Any liability of BonBon Boutique to the buyer shall, in any case, be limited to a sum not exceeding the invoice sum that the buyer owes BonBon Boutique pursuant to the agreement concerned.

**6.4** Except in cases of BonBon Boutique's intent or gross negligence, BonBon Boutique shall not be liable for misunderstandings, mutilation, delays or failures to properly fulfill orders and notices as a result of the use of the Internet or any other means of communication used in dealings between you and BonBon Boutique or between BonBon Boutique and third parties, insofar as in connection with the relationship between you and BonBon Boutique.

**6.5** BonBon Boutique shall not be liable for any occurring faults, inaccuracies, misunderstandings, delays or incorrectly communicated orders and notices, as a result of the use of the Internet or any other (electronic) means of communication in the dealings between the buyer and BonBon Boutique or for the consequences of the use of the information concerned. BonBon Boutique furthermore excludes all liability in respect of advice or answers to questions that it has provided, except in the case of intent or gross negligence.

**6.6** BonBon Boutique may include links on its website to other Internet sites that are possibly of interest to or provide information for visitors. Any such links are purely informative. BonBon Boutique is not responsible for the content of the Internet sites that are referred to or for the use made of them.

**6.7** BonBon Boutique shall also not be liable for any damage/losses caused by a temporary or longer term lack of facilities for placing orders, lack of access or the removal of the website for maintenance or otherwise.

## **Article 7. Force majeure**

**7.1** In cases of force majeure, BonBon Boutique shall be entitled, as it sees fit, to defer the execution of your order or terminate the agreement without judicial intervention, by notifying you in writing to that effect and without BonBon Boutique being obliged to pay compensation, unless this would be unacceptable in the given circumstances, according to the criteria of reasonableness and fairness.

**7.2** Force majeure means any shortcoming that cannot be attributed to BonBon Boutique because it cannot be blamed and is not accountable pursuant to law, juristic acts, or common opinion.

**7.3** BonBon Boutique shall be entitled to invoke force majeure, if any circumstance prevents (further) fulfillment.

## **Article 8. Privacy**

All personal data shall only be used for completing the order and providing information on BonBon Boutique's products and shall never be placed at the disposal of third parties.

## **Article 9. Intellectual property rights**

The website and all its components belong to BonBon Boutique. It is not permitted to make public, copy or store the website or any part thereof, without BonBon Boutique's express written consent. Such consent is not required for personal non-commercial use.

## **Article 10. Applicable law and court with jurisdiction**

**10.1** All rights, obligations, offers, orders and agreements that are subject to these conditions, as well as the conditions themselves are subject to Dutch law, whereby disputes shall be brought before a court with jurisdiction in Amsterdam.

**10.2** The applicability of the Vienna Sales Convention is specifically excluded.

## **Article 11. Miscellaneous**

**11.1** In the event of BonBon Boutique permitting departures from these conditions for a short or long period, tacitly or otherwise, it shall still be entitled to require immediate and strict observance of these conditions. You shall never be entitled to enforce a right on the grounds of the fact that BonBon Boutique applies these Conditions flexibly.

**11.2** In the event of one or more of the provisions of these conditions or any other agreement with BonBon Boutique being in conflict with any applicable legal regulation, the provision concerned shall cease to apply and shall be replaced by a similar provision drawn up by BonBon Boutique that is permitted by law.

**11.3** BonBon Boutique is entitled to make use of third parties in the execution of your order(s).

**11.4** Photographs and colors are for the purpose of illustration and may differ from the actual appearance.

**11.5** These General Conditions of Sale of BonBon Boutique have been filed with the Trade Register of the Netherlands, number 34311603. BonBon Boutique, Leidsegracht 104-1, 1016CT, Amsterdam, The Netherlands.

Amsterdam, January 2010