

General terms and conditions of ParfuMaria

Article 1 - Definitions

The following definitions apply in these terms and conditions:

1. Withdrawal period: the term within which the consumer may use his right of withdrawal
2. Consumer: the natural person not acting as an executive of a company or enterprise, who is concluding a distance contract with the entrepreneur
3. Day: calendar day
4. Duration transaction: a distance contract pertaining to a series of products and/or services, in which the obligation of delivery and/ or purchase is spread over time
5. Sustainable information carrier: every means that enables the consumer or the entrepreneur to save information that is directed to him personally in a way that enables future consultation and unaltered reproduction
6. Right to withdrawal: the possibility for the consumer to withdraw from a distance contract within the withdrawal period
7. Entrepreneur: the natural or legal entity offering remote products and/ or services to consumers
8. Distance contract: a contract in light of which one or several remote communication technology/technologies is/are used exclusively within the framework of a system, organised by an entrepreneur, for the remote sale of products and/ or services, up to the conclusion of the contract
9. Remote communication technology: means that can be used in order to conclude a contract, without the consumer and entrepreneur being in the same place at the same time.
10. By placing an order the customer agrees, without reservation, with our general conditions.
11. The sale of articles passes after the acceptance of the order by ParfuMaria and the confirmation of the order by e-mail. This order confirmation is also the invoice.

Article 2 - Identity of the entrepreneur

Name of the entrepreneur: ParfuMaria Parfumsalon

Registered and visiting address: Tinbergenlaan 5, 3401MT, IJsselstein-Ut

Telephone number: (+31)(0)645464920

Contact times: From Monday through Friday 9 a.m. until 6 p.m.

E-mail address: info@parfumaria.com

COC number: 55838677

VAT identification number (NL): NL851879834B01

Article 3 - Applicability

1. The current general terms and conditions apply to each offer by the entrepreneur and to every distance contract concluded between the entrepreneur and the consumer.
2. Before the distance contract is concluded, the text of the current general terms and conditions is made available to the consumer. If this is not reasonably possible, it will be indicated, before the distance contract is concluded, that the general terms and conditions are available for inspection at the entrepreneur's premises and that they will be sent free of charge to the

consumer, as quickly as possible, at the consumer's request.

3. If the distance contract is concluded electronically, then, contrary to the previous paragraph, and before the distance contract is concluded, the consumer will be provided with the text of these general terms and conditions electronically, in such a way that they can be easily saved on a sustainable data carrier by the consumer. If this is not reasonably possible, it will be indicated, then before concluding the distance contract, where the general terms and conditions can be perused electronically and that, at his request, they will be sent to the consumer free of charge, either electronically or in another way.

4. In cases where specific product or service-related terms and conditions apply in addition to these general terms and conditions, the second and third paragraphs apply accordingly and the consumer can always invoke the applicable condition that is most favourable to him in the event of conflicting general terms and conditions.

Article 4 - The offer

1. If an offer is subject to a limited period of validity or is made subject to conditions, this will be mentioned explicitly in the offer.

2. 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 entrepreneur uses illustrations, these will be an accurate representation of the products and/or services being offered. The entrepreneur is not bound by obvious errors or mistakes in the offer.

3. Every offer will contain such information that makes it clear to the consumer what rights and obligations are involved in accepting the offer. This pertains to, in particular:

- the price, including taxes
- any costs of delivery
- the way in which the contract shall be concluded and which actions this will require
- whether or not the right of withdrawal applies
- the method of payment, delivery and implementation of the contract
- the term for accepting the offer or the term during which the entrepreneur guarantees the price
- the amount of the rate for remote communication, if the costs for using the technology for remote communication are calculated on another basis than the regular basic rate for the chosen communication technology
- whether a contract is filed subsequent to its conclusion, and if so, the way in which this can be accessed by the consumer
- the way in which the consumer can check the data he has provided in light of the contract, as well as the way he can rectify those data, before the contract is concluded
- any other languages in which, in addition to Dutch, the contract can be concluded
- the codes of conduct to which the entrepreneur is subject and the way in which the consumer can peruse these codes of conduct electronically, and
- the minimal duration of the contract, in the event a distance contract is concluded.

Article 5 - The contract

1. Subject to the provisions in paragraph 4, the contract will be concluded at the moment the consumer accepts the offer and the conditions thereby stipulated have been fulfilled.

2. If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm receipt of acceptance of the offer electronically. The consumer may cancel the contract as long as this acceptance has not been confirmed by the entrepreneur.

3. If the contract is concluded electronically, the entrepreneur will take suitable technical and

organisational measures to secure the electronic transfer of data and he will provide a safe web environment. If the consumer is able to pay electronically, the entrepreneur will take suitable security measures to that effect.

4. The entrepreneur may obtain information - within statutory limits - about the consumer's ability to fulfil his payment obligations, as well as about facts and factors that are important for the responsible conclusion of the distance contract. If that research gives the entrepreneur proper grounds to refrain from concluding the contract, then he has a right, supported by reasons, to reject an order or application or to attach special conditions to its implementation.

5. Together with the product or service, the entrepreneur will send to the consumer the following information, in writing, or in such a way that the consumer can store it on an accessible sustainable data carrier:

a. the visiting address of the entrepreneur's business location where the consumer may lodge complaints

b. the conditions under which, as well as the way in which the consumer can make use of the right of withdrawal, or a clear statement relating to the exclusion of the right of withdrawal

c. information on guarantees and existing after-sales service

d. the data included in article 4, paragraph 3 of these conditions, unless the entrepreneur has already provided the consumer with those conditions prior to concluding the contract

e. the requirements for terminating the contract, if the duration of the contract exceeds one year or is indefinite.

6. In case of a duration contract, the provision in the previous paragraph applies only to the first delivery.

Article 6 - Right of withdrawal

1. When purchasing products, the consumer has the possibility of cancelling the contract, without giving reasons, for a period of 14 days. This withdrawal period commences on the day after the product was received by the consumer or a representative previously designated by the consumer and indicated to the entrepreneur.

2. During this withdrawal period, the consumer will treat the product and its packaging with care. He will only unpack or use the product to the extent necessary in order to be able to assess whether he wishes to retain the product. If he wishes to exercise his right of withdrawal, he will return the product to the entrepreneur, with all delivered components, and - insofar as this is reasonably possible - in the original state and unopened packaging, in accordance with the reasonable and clear instructions that were provided by the entrepreneur.

Article 7 - Costs following withdrawal

1. If a consumer uses his right of withdrawal, he shall be responsible for the costs of returning the goods and also sending them again by us. These costs are for back and forth.

2. If the consumer has paid a certain amount, the entrepreneur will refund this amount as quickly as possible, though at the latest within 30 days after the goods were returned or following the withdrawal.

3. As soon as you cancel a paid for some reason, cancellation costs and administration costs will be charged. We are charged for these costs by payment companies for each cancellation. We charge these costs to the customer who makes a cancellation. This only applies to orders that have already been paid and not have been sent.

Article 8 - Exclusion of right of withdrawal

1. The entrepreneur may exclude the consumer from any right of withdrawal insofar as provided for in paragraphs 2 and 3. The exclusion of the right of withdrawal is only valid if the entrepreneur clearly indicated it in his offer, or at least in good time prior to conclusion of the contract.
2. Exclusion from the right of withdrawal is only possible for products:
 - a. that have been created by the entrepreneur in accordance with the consumer's specifications
 - b. that are clearly of a personal nature
 - c. that cannot be returned as a result of their nature
 - d. that decay or become obsolete rapidly
 - e. the price of which is subject to fluctuations on the financial market on which the entrepreneur has no influence
 - f. after shipping problems like: loss, theft, broken order. ParfuMaria has the right to ship the same product again.
 - g. The shipping costs for sending and returning and administration costs for returned orders from not accepting by the customer will be deducted from the amount you have as a credit from ParfuMaria.

Products can be returned within a period of 14 working days after reception subject to unopened and in original condition after you have notified us you within 14 days after reception of your order, exclusively by e-mail, that you will return or one several articles from your order.

Articles that have been bought with a discount cannot be returned.

Article 9 - The price

1. During the period of validity indicated in the offer, the prices of the products and/or services being offered will not be increased, except for price changes resulting from amendments in VAT rates.
2. Contrary to the previous paragraph, the entrepreneur may offer products or services at variable prices in cases in which those prices are subject to fluctuations in the financial market, on which the entrepreneur has no influence. The offer must refer to this proneness to fluctuations, as well as the fact that any prices mentioned are recommended prices.
3. Price increases within 3 months after the contract was concluded are only permitted if they are the result of statutory regulations or stipulations.
4. Price increases occurring more than 3 months after the contract was concluded are only permitted if the entrepreneur has stipulated as much and:
 - a. if they are the result of statutory regulations or stipulations, or
 - b. if the consumer is authorized to terminate the contract, effective on the day on which the price increase takes effect.
5. The prices stated in offers of products or services are inclusive of VAT.

Article 10 - Conformity and guarantee

1. The entrepreneur guarantees that the products and/or services meet the provisions in the contract, the specifications stated in the offer, the reasonable requirements of reliability and/or serviceability, as well as the statutory stipulations and/or government regulations that existed on the date on which the contract was concluded. If so agreed, the entrepreneur also guarantees that the product is suitable purposes deviating from normal use.
2. A guarantee arrangement offered by the entrepreneur, a manufacturer or an importer does not affect the legal rights and claims a consumer can impose against an entrepreneur on the basis of the contract.

Article 11 - Delivery and performance

1. The entrepreneur will take the greatest possible care when receiving and implementing products orders and in the assessment of service provisions requests.
 2. The place of delivery is deemed to be the address that the consumer makes known to the company.
 3. Taking into consideration the provisions in article 4 of these general terms and conditions, the company will implement accepted orders with efficient expedition, though at the latest within 60 days, unless a longer period of delivery has been agreed. If the delivery is subject to a delay, or if the delivery cannot be implemented, or only partially, the consumer will be informed about this within 60 days (at the latest) after the order was placed. In such cases, the consumer has a right to terminate the contract free of charge, as well as a right to possible damages
 4. In the case of termination in accordance with the previous paragraph, the entrepreneur will refund the paid amount to the consumer as quickly as possible, though at the latest within 60 days following said termination.
 5. Should delivery of a product that has been ordered prove to be impossible, the entrepreneur will attempt to provide a replacement article. The fact that a replacement article is being supplied will be stated clearly and intelligibly, at the latest upon delivery. The right of withdrawal cannot be excluded in the case of replacement articles. The costs of return (back and forth) shipments are at the expense of the customer.
 6. The risk of damage and/or loss of products rests upon the entrepreneur up to the moment of delivery to the consumer or a representative previously designated by the consumer and indicated to the entrepreneur, unless this has explicitly been agreed otherwise.
- Delivery is from our terminal to your specified delivery address. Over a value of 100 euros, we provide free shipping within The Netherlands, Belgium and Germany.
- We deliver to the address stated on the contract award.
- The customer has to pay for the intended use of the product resulting deterioration. The customer should control the goods carefully. The loss of value, by the mere examination of usage means that the goods are no longer considered "new" and cannot be re-sold, and will be charged to the customer.
- The made to order articles, including the bottling, which we provide for you from our range of products, can not be returned.
- The risk of accidental loss or accidental deterioration of the goods sold also by mail order purchase is carried by the customer with the handover of the goods.
- The risk of accidental loss or accidental deterioration of the goods with the handover, while sending the purchase with the delivery of the goods to the carrier, the carrier or otherwise executable dispatch appointed particular person or institution will be carried by the company. The handover is the same, if the customer is in default of acceptance.

Claims for damaged items in countries with trackingcode beginning with CV:

For any claims handling it is important that we receive a damage report from the carrier. This means that customers with trackingcode beginning with CV on the oackage should go to the carrier or local postoffice for the preparation of a damage report.

About claims click here

Article 12 - Duration transactions: duration, termination and extension

Notice

1. The consumer has a right at all times to terminate an indefinite contract that was concluded for the regular delivery of products (including electricity) or services, subject to the agreed termination rules and a period of notice not exceeding one month.
2. The consumer has a right at all times to terminate a fixed-term contract that was concluded for the regular supply of products (including electricity) or services at the end of the fixed term, subject to the agreed termination rules and a period of notice not exceeding one month.
3. With respect to contracts as described in the first two paragraphs, the consumer may:
 - terminate them at all times and not be limited to termination at a specific time or during a specific period
 - terminate them in the same way in which they were concluded
 - always terminate said contracts subject to the same period of notice as stipulated for the entrepreneur.

Extension

4. A fixed-term contract that was concluded for the regular delivery of products (including electricity) or services may not be automatically extended or renewed for a fixed period of time
5. Deviating from the provisions in the previous paragraph, a fixed-term contract that has been concluded for the regular delivery of daily or weekly newspapers or magazines may be automatically extended for a fixed term not exceeding three months, if the consumer is at liberty to terminate this extended contract towards the end of the extension, with a period of notice not exceeding one month.
6. A fixed-term contract that has been concluded for the regular delivery of products or services may only be automatically extended for an indefinite period of time if the consumer has the right to terminate at all times, with a period of notice not exceeding one month and, in the case of a contract to deliver daily or weekly newspapers or magazines regularly but less than once per month, a period not exceeding three months.
7. A fixed-term contract for the regular delivery, for introduction purposes, of daily or weekly newspapers and magazines (trial subscriptions or introductory subscriptions) will not be automatically extended and will automatically terminate at the end of the trial period or introductory period.

Duration

8. If the duration of a contract exceeds one year, then the consumer has, after one year, the right to terminate at all times, with a period of notice not exceeding one month, unless reasonableness and fairness dictate that premature termination of the contract would be unacceptable.

Article 13 - Payment

1. Insofar as no other date has been agreed, sums payable by the consumer should be paid within 14 days after the start of the withdrawal period, as stipulated in article 6 paragraph 1. In cases involving contracts to provide services, this term will commence on the moment the consumer receives the entrepreneur's confirmation of the contract
2. When selling products to consumers, the general terms and conditions may never stipulate an advance payment in excess of 50%. If advance payment is stipulated, the consumer cannot invoke any rights whatsoever in relation to the implementation of the order or service(s) in question before the stipulated advance payment has been made.
3. The consumer is obliged to report immediately to the entrepreneur any inaccuracies in the provided or stated payment data.

4. In the event of non-payment on the part of the consumer, the entrepreneur has the right, subject to statutory limitations, to charge the consumer reasonable costs the consumer was notified of in advance.

Article 14 - Complaints procedure

DEFECTS CLAIMS, LIMITATION OF LIABILITY AND EXEMPTION

The product images need not always comply with the appearance of the products delivered. In particular, renewals in the manufacturers assortment may cause changes in appearance and in the design of our products. Warranty claims do not take effect so far as the changes for the customer are just and reasonable.

If the goods are flawed, we will within a reasonable time, either, cater for a replacement or repair such defects. If your selected supplementary performance is bound to disproportionate costs, we are entitled to choose another form of supplementary performance. The subsequent performance for the necessary expenses will be borne by us. If we do not fulfil the performance, you have the right either to rescind the purchase or ask for a reduction of the purchase price.

Defective goods are to be returned to us, unless you have determined to reduce the purchase price.

The cost of the return in case of a defect will be carried by us.

With slightly negligent breaches of duty, our liability is limited to the foreseeable contract, average direct damage. This applies even if slightly negligent breaches of duty of our legal representatives or assistants. Compared to Businesses, we are not liable for ordinary negligence of minor contractual obligations.

The above limitations of liability do not affect claims of the customers from product liability.

Further, the limitations of liability are not attributable to us in case of damages to body and health or loss of life of the customer.

As far as we allow access with links to other Web sites, we are not responsible for the content contained. The content contained is not our own. If we are aware of illegal content on external Web sites, we will block access to these sites immediately.

We are free of all disadvantages caused to us by a third party because of harmful actions of the customers - whether intentionally or negligently-which may occur.

1. The entrepreneur provides for a complaints procedure, that has been given sufficient publicity, and will deal with any complaint in accordance with said complaints procedure.
2. Complaints about the execution of the contract must be submitted to the entrepreneur without delay, in their entirety and clearly defined, after the consumer has discovered the defects.
3. A reply to complaints submitted to the entrepreneur will be provided within a period of 14 days following the date of receipt. If it is anticipated that a complaint will require a longer processing time, then the entrepreneur will reply within 14 days, confirming receipt and indicating when the consumer can expect a more elaborate reply.
4. If the complaint cannot be solved in communal consultation, it will become a dispute that is subject to the disputes settlement procedure.

Article 15 - Disputes

1. Contracts concluded between an entrepreneur and a consumer that are subject to these general terms and conditions are governed solely by Dutch law.

Article 16 - Additional or deviating provisions

Additional provisions or provisions that differ from these general terms and conditions may not be detrimental to the consumer and should be recorded in writing, or in such a way that consumers can save them in a readily accessible manner on a sustainable data carrier.

On all agreements, on which apply these conditions entirely or partially, the Dutch Law is appropriate.

Article 17 - DAP -Delivered at Place

DAP - Delivered At Place (named place of destination)[edit]

Incoterms 2010 defines DAP as 'Delivered at Place' - the seller delivers when the goods are placed at the disposal of the buyer on the arriving means of transport ready for unloading at the named place of destination. Under DAP terms, the risk passes from seller to buyer from the point of destination mentioned in the contract of delivery.

Once goods are ready for shipment, the necessary packing is carried out by the seller at his own cost, so that the goods reach their final destination safely. All necessary legal formalities in the exporting country are completed by the seller at his own cost and risk to clear the goods for export.

After arrival of the goods in the country of destination, the customs clearance in the importing country needs to be completed by the buyer at his own cost and risk, including all customs duties and taxes. However, as with DAT terms any delay or demurrage charges are to be borne by the seller. Even when customs decide to destroy an order the loss for this cannot be refunded by the seller.

Under DAP terms, all carriage expenses with any terminal expenses are paid by seller up to the agreed destination point. The necessary unloading cost at final destination has to be borne by buyer under DAP terms. [13] [1]

Article 18 Customs

When a parcel is not allowed by customs or destroyed it will be your responsibility and we do not refund or resend an order when it is destroyed by customs. A customer needs to know regulations from his own country.