

## General Terms and Conditions - Beau Store

### Table of contents:

- Article 1 - Definitions
- Article 2 - Identity of the entrepreneur
- Article 3 - Applicability
- Article 4 - The offer
- Article 5 - The agreement
- Article 6 - Right of withdrawal
- Article 7 - Costs in case of withdrawal
- Article 8 - Exclusion of right of withdrawal
- Article 9 - The price
- Article 10 - Conformity and warranty
- Article 11 - Delivery and execution
- Article 12 - Duration transactions: duration, cancellation and extension
- Article 13 - Payment
- Article 14 - Complaints procedure
- Article 15 - Disputes
- Article 16 - Additional or deviating provisions

### Article 1 - Definitions

In these conditions the following definitions apply:

1. **Reflection** period: the period within which the consumer can exercise his right of withdrawal;
2. **Consumer**: the natural person who does not act in the exercise of a profession or business and who enters into a distance contract with the entrepreneur;
3. **Day**:<sup>^</sup> calendar day;
4. **Duration transaction**: a distance contract relating to a series of products and/or services, the delivery and/or purchase obligation of which is spread over time;
5. **Durable data carrier**:<sup>^</sup> 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 unchanged reproduction of the stored information.
6. **Right of withdrawal**: the option for the consumer to cancel the distance contract within the cooling-off period;
7. **Model form**:<sup>^</sup> the model form for withdrawal that the entrepreneur makes available that a consumer can complete when he wants to exercise his right of withdrawal.
8. **Entrepreneur**: the natural or legal person who offers products and/or services remotely to consumers;
9. **Distance agreement**: an agreement in which, within the framework of a system organized by the entrepreneur for the distance sale of products and/or services, exclusive use is made of one or more techniques for distance communication up to and including the conclusion of the agreement;
10. **Remote communication technology**: means that can be used to conclude an agreement without the consumer and entrepreneur being in the same room at the same

time.

11. **General Terms and Conditions:** the present General Terms and Conditions of the entrepreneur.

## Â Article 2 - Identity of the entrepreneur

### **Beau Store**

**Blankenstein 680J, 7943PA MEPPEL**

**E-mail address: customerservice@beaustore.nl**

**Chamber of Commerce number: 93432844**

**VAT identification number: NL866397401B01**

## Article 3 - Applicability

1. These general terms and conditions apply to every offer from the entrepreneur and at every stand a distance contract and orders have been concluded between the entrepreneur and the consumer.
2. Before the distance contract is concluded, the text of these general terms and conditions will be made available to the consumer. If this is not reasonably possible, before the distance contract is concluded, it will be indicated that the general terms and conditions can be viewed at the entrepreneur and they will be sent free of charge as soon as possible at the request of the consumer.
3. If the distance contract is concluded electronically, in amendment of the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions can be made available to the consumer electronically in such a way that the consumer can be easily stored on a durable data carrier. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general terms and conditions can be viewed electronically and that they will be sent free of charge electronically or otherwise at the request of the consumer.
4. In the event that, in addition to these general terms and conditions, specific product or service terms and conditions also apply, the second and third paragraphs apply mutatis mutandis and, in the event of conflicting general terms and conditions, the consumer can always rely on the complicated selection that is most fruitful for him. is.
5. If one or more provisions in these general terms and conditions are at any time wholly or partially null and void or annulled, the agreement and these terms and conditions will otherwise remain in force and the decision in question will be immediately replaced in decisive consultation by a decision that of the original as much as possible.
6. Situations that are not regulated in these general terms and conditions must be assessed 'in the spirit' of these general terms and conditions.
7. Any uncertainties regarding the interpretation of the content of one or more provisions of our terms and conditions must be interpreted 'in the spirit' of these general terms and conditions.

## Â Article 4 - The offer

1. If an offer has a limited period of validity or is made subject to conditions, this will be expressly stated in the offer.
2. The offer is without obligation. The entrepreneur is entitled to change and adapt the offer.
3. The offer contains a complete and accurate description of the products and/or services offered. The description is sufficiently detailed to enable a good assessment of the offer

by the consumer. If the entrepreneur uses images, these are a true representation of the products and/or services offered. Obvious mistakes or errors in the offer do not bind the entrepreneur.

4. All images and specifications in the offer are indicative and cannot give rise to compensation or termination of the agreement.
5. Images of products are a true representation of the products offered. The entrepreneur cannot guarantee that the colors displayed correspond exactly to the real colors of the products.
6. Each offer contains such information that it is clear to the consumer what the rights and obligations are associated with accepting the offer. This concerns in particular:
  - the price including taxes;
  - any shipping costs;
  - the manner in which the agreement will be concluded and what actions are required for this;
  - whether or not the right of withdrawal applies;
  - the method of payment, delivery and execution of the agreement;
  - the period for acceptance of the offer, or the period within which the entrepreneur guarantees the price;
  - the amount of the rate for distance communication if the costs of using the technology for distance communication are calculated on a different basis than the regular basic rate for the means of communication used;
  - whether the agreement is archived after its 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 data provided by him in the context of the agreement and, if desired, restore it;
  - any other languages "in which, in addition to Dutch, the agreement can be concluded;
  - the codes of conduct to which the entrepreneur has submitted and the way in which the consumer can consult these codes of conduct electronically; and
  - the minimum duration of the distance contract in the case of a long-term transaction.

## **Article 5 - The agreement**

1. The agreement is concluded, subject to the provisions of paragraph 4, at the moment of acceptance by the consumer of the offer and compliance with the conditions set.
2. If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm receipt of the acceptance of the offer electronically. As long as receipt of this acceptance has not been confirmed by the entrepreneur, the consumer can terminate the agreement.
3. If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to secure the electronic transfer of data and ensure a secure web environment. If the consumer can pay electronically, the entrepreneur will take appropriate security measures.
4. The entrepreneur can - within legal frameworks - inform himself whether the consumer can meet his payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the distance contract. If, based on this investigation, the entrepreneur has good reasons not to enter into the agreement, he is entitled to refuse an order or request with reasons or to attach special conditions to the execution.
5. The entrepreneur will send the following information to the consumer with the product or

service, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable data carrier:

- Â a. the visiting address of the entrepreneur's branch where the consumer can go with complaints;
- b. the conditions under which and the manner in which the consumer can exercise the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
- c. the information about warranties and existing after-sales service;
- d. the information included in Article 4, paragraph 3 of these conditions, unless the entrepreneur has already provided this information to the consumer before the execution of the agreement;
- e. the requirements for terminating the agreement if the agreement has a duration of more than one year or is of indefinite duration.

- In the case of a duration transaction, the provision in the previous paragraph only applies to the first delivery.
- Every agreement is entered into under the conditions precedent of sufficient availability of the products in question.

## Â Article 6 - Right of withdrawal

1. When purchasing products, the consumer has the option to terminate the agreement without giving reasons within 14 days. This reflection period starts on the day after the product is ordered by the consumer or a representative designated in advance by the consumer and made known to the entrepreneur.
2. During the cooling-off 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 exercises his right of withdrawal, he will return the product to the entrepreneur with all accessories supplied and - if reasonably possible - in the original condition and packaging, in accordance with the reasonable and clear instructions provided by the entrepreneur. To return books, CDs and DVDs, as well as products with online video instructions, the seal/plastic around the product must not be broken. After breaking the sealed item, the right to return lapses.
3. If the consumer wishes to exercise his right of withdrawal, he is obliged to inform the entrepreneur of this within 14 days. The consumer must make this known by written contact/via email. After the consumer has indicated that he wishes to exercise his right of withdrawal, the customer must return the product within 14 days. The consumer must prove that the delivered goods have been returned on time, for example by means of proof of shipment.
4. Because of hygiene It is not permitted to return hygiene products such as swimwear, bodysuits & jewelry, this also applies to items purchased during our sale and you cannot invoke your right of withdrawal.
5. When the customer has placed an order where you received free shipping costs above a certain amount: 100 EUR. Shipping costs of EUR 5,95 will be charged if the amount falls below this amount after return.
6. If, after the expiry of the periods referred to in paragraphs 2 and 3, the customer has not indicated that he wishes to exercise his right of withdrawal or has not returned the product to the entrepreneur, the purchase is a fact.

## Â Article 7 - Costs in case of withdrawal

1. If the consumer exercises his right of withdrawal, the costs of return will be borne by him. After returning the product, the customer will receive the purchase amount of the purchased product(s) back, excluding shipping and Klarna costs.
2. If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible, but no later than within 14 days after cancellation. This is subject to the condition that the product has already been received back by the online retailer or that conclusive proof of complete return can be provided. And it meets the return conditions of the webshop.

## Article 8 - Exclusion of right of withdrawal

1. The entrepreneur can exclude the consumer's right of withdrawal for products as described in paragraphs 2 and 3. The exclusion of the right of withdrawal only applies if the entrepreneur has clearly stated this in the offer, at least in time before concluding the agreement.
2. Exclusion of the right of withdrawal is only possible for products:

- a. that have been created by the entrepreneur in accordance with the consumer's specifications or have been specially ordered;
- b. that are clearly personal in nature;
- c. which by their nature cannot be returned;
- d. that can spoil or age quickly;
- e. the price of which is subject to fluctuations in the financial market over which the entrepreneur has no influence;
- f. for individual newspapers and magazines;
- g. for audio and video recordings, books and computer software of which the consumer has broken the seal.
- h. for hygienic products of which the consumer has broken the seal.

## Article 9 - The price

1. During the period of validity stated in the offer, the prices of the products and/or services offered will not be increased, except for price changes as a result of changes in VAT rates.
2. Notwithstanding the previous paragraph, the entrepreneur may offer products or services with variable prices, the prices of which are subject to fluctuations in the financial market and over which the entrepreneur has no influence. This liability to fluctuations and the fact that any prices stated are target prices are stated in the offer.
3. Price increases within 3 months after the conclusion of the agreement are only permitted if they are the result of legal regulations or provisions.
4. Price increases from 3 months after the conclusion of the agreement are only permitted if the entrepreneur has stipulated this and:

- a. these are the result of legal regulations or provisions; or
- b. the consumer has the right to cancel the agreement with effect from the day on which the price increase takes effect.

- The prices stated in the offer of products or services include VAT.
- All prices are subject to printing and typographical errors. No liability is accepted for the consequences of printing and typographical errors. In the event of printing and

typographical errors, the entrepreneur is not obliged to deliver the product at the incorrect price.

## **Â Article 10 - Conformity and Warranty**

1. The entrepreneur guarantees that the products and/or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or usability and the legal provisions existing on the date of the conclusion of the agreement and /or government regulations. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.
2. A guarantee provided by the entrepreneur, manufacturer or importer does not affect the legal rights and claims that the consumer can assert against the entrepreneur under the agreement.
3. Any defects or incorrectly delivered products must be reported to the entrepreneur in writing within 48 hours of delivery. Products must be returned in the original packaging and in new condition.
4. When a product does not fit as you expected, for example: larger or smaller. You cannot hold us liable for this, this also applies to products that are different in size in different colors or productions. In these situations we will not reimburse return label or shipping costs. You can of course use the product. must be returned within 14 days of delivery.
5. The entrepreneur's warranty period corresponds to the manufacturer's warranty period. However, the entrepreneur 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.
6. The warranty does not apply if:
  - The consumer has repaired and/or edited the delivered products himself or has had them repaired and/or edited by third parties;
  - The delivered products have been exposed to abnormal conditions or have otherwise been treated carelessly or are contrary to the instructions of the entrepreneur and/or on the packaging;
  - The defect is wholly or partly the result of regulations that the government has imposed or will impose with regard to the nature or quality of the materials used.

## **Â Article 11 - Delivery and execution**

1. The entrepreneur will exercise the utmost care when receiving and executing orders for products and when assessing applications for the provision of services.
2. The place of delivery is the address that the consumer has provided to the company.
3. Taking into account what is stated in Article 4 of these general terms and conditions, the company will execute accepted orders expeditiously, but no later than within 30 days, unless the consumer has agreed to a longer delivery period. If delivery is delayed, or if an order cannot be fulfilled or can only be partially fulfilled, the consumer will be notified of this no later than 30 days after he has placed the order. In that case, the consumer has the right to terminate the agreement without costs and is entitled to any compensation.
4. In the event of dissolution in accordance with the previous paragraph, the entrepreneur will refund the amount paid by the consumer as soon as possible, but no later than within 14 days after dissolution.
5. If delivery of an ordered product proves to be impossible, the entrepreneur will make every effort to make a replacement item available. No later than upon delivery, it will be

stated in a clear and understandable manner that a replacement item will be delivered. For replacement items right of withdrawal can not be excluded. The costs of any return shipment are borne by the entrepreneur.

6. The risk of damage and/or loss of products rests with the entrepreneur until the moment of delivery to the consumer or a representative designated in advance and made known to the entrepreneur, unless expressly agreed otherwise.

## Â Article 12 - Duration transactions: duration, cancellation and extension

### *Termination*

1. The consumer can terminate an agreement that has been entered into for an indefinite period and that extends to the regular delivery of products (including electricity) or services at any time, taking into account the agreed cancellation rules and a notice period of no more than one month.
2. The consumer can terminate an agreement that has been entered into for a fixed period and which extends to the regular delivery of products (including electricity) or services at any time towards the end of the fixed duration, taking into account the agreed cancellation rules and a notice period of at least maximum one month.
3. The consumer can terminate the agreements referred to in the previous paragraphs:
  - cancel at any time and not be limited to cancellation at a certain time or in a certain period;
  - at least cancel in the same manner as they were entered into by him;
  - always cancel with the same notice period as the entrepreneur has agreed for himself.

### *Â Extension*

1. An agreement that has been entered into for a specific period and that extends to the regular delivery of products (including electricity) or services may not be tacitly extended or renewed for a specific period.
2. Notwithstanding the previous paragraph, an agreement that has been entered into for a fixed period and which extends to the regular delivery of daily news and weekly newspapers and magazines may be tacitly extended for a fixed period of up to three months, if the consumer refuses to accept this extended agreement. may terminate the extension with a notice period of no more than one month.
3. An agreement that has been entered into for a definite period and that extends to the regular delivery of products or services may only be tacitly extended for an indefinite period if the consumer may cancel at any time with a notice period of no more than one month and a notice period of no more than three months if the agreement extends to the regular, but less than once a month, delivery of daily, news and weekly newspapers and magazines.
4. A limited-term agreement for the regular delivery of daily, news and weekly newspapers and magazines for introductory purposes (trial or introductory subscription) is not tacitly continued and ends automatically after the trial or introductory period.

### *Â Duration*

1. If an agreement has a duration of more than one year, the consumer may terminate the agreement at any time after one year with a notice period of no more than one month,

unless reasonableness and fairness oppose termination before the end of the agreed duration.

### **Â Article 13 - Payment**

1. Unless otherwise agreed, the amounts owed by the consumer must be paid within 7 working days after the commencement of the reflection period referred to in Article 6, paragraph 1. In the case of an agreement to provide a service, this period commences after the consumer has received confirmation of the agreement.
2. The consumer has the obligation to immediately report any inaccuracies in payment details provided or stated to the entrepreneur.
3. In the event of non-payment by the consumer, the entrepreneur has the right, subject to legal restrictions, to charge the reasonable costs communicated to the consumer in advance.

### **Â Article 14 - Complaints procedure**

1. The entrepreneur has a sufficiently publicized complaints procedure and handles the complaint in accordance with this complaints procedure.
2. Complaints about the execution of the agreement must be submitted fully and clearly described to the entrepreneur within 7 days after the consumer has discovered the defects.
3. Complaints submitted to the entrepreneur will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeably longer processing time, the entrepreneur will respond within 14 days with an acknowledgment of receipt and an indication of when the consumer can expect a more detailed answer.
4. If the complaint cannot be resolved by mutual agreement, a dispute arises that is subject to the dispute settlement procedure.
5. A complaint does not suspend the obligations of the entrepreneur, unless the entrepreneur indicates otherwise in writing.
6. If a complaint is found to be justified by the entrepreneur, the entrepreneur will, at his option, replace or repair the delivered products free of charge.

### **Â Article 15 - Disputes**

1. Agreements between the entrepreneur and the consumer to which these general terms and conditions apply are exclusively governed by Dutch law. Even if the consumer lives abroad.
2. The Vienna Sales Convention does not apply.

### **Â Article 16 - Additional or deviating provisions**

1. Additional or deviating provisions from these general terms and conditions may not be to the detriment of the consumer and must be recorded in writing or in such a way that they can be stored by the consumer in an accessible manner on a durable data carrier.