

# Terms and Conditions Ghalia Home Accessories

( Translated from Dutch | Dutch and EU law applies )

Table of Contents :

Article 1 - Definitions

Article 2 - Identity of the trader

Article 3 - Applicability

Article 4 - The offer

Article 5 - The contract

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 - Compliance and Warranty

Article 11 - Delivery and execution

Article 12 - Duration Trades : duration , termination and renewal

Article 13 - Payment

Article 14 - Complaints

Article 15 - Disputes

Article 16 - Additional or different terms

Article 1 - Definitions

In these terms and conditions shall apply:

- . 1st period: the period within which the consumer can exercise his right of withdrawal ;
- . 2 Consumer: the natural person not acting in the exercise of professional or business and a distance contract with the entrepreneur;
- . 3rd Day: calendar ;
- . 4 duration transaction : a distance contract concerning a range of products and / or services , the supply and / or purchase is spread over time ;
- 5 Durable medium : . Every means that the consumer or business that enables information addressed personally to him to store in a way that future consultation and unaltered reproduction of the stored information .
- . 6 Right of withdrawal : the ability for the consumer to waive the distance contract within the cooling-off period ;
- . 7 Entrepreneur : the natural or legal products and / or remote services and consumer services;
- 8 Distance contract : an agreement. Whereby created within the framework of a system organized by the Entrepreneur for distance sale of products and / or services , to conclude the agreement exclusive use of one or more communication techniques distance ;
- 9 Technique for distance communication: . Means that can be used to conclude a contract , without the consumer and trader being in the same room .

Article 2 - Identity of the trader

Ghalia Home Accessories

Koninginneweg 4

2161ZP Lisse

The Netherlands

Phone : +31 ( 0 ) 252 729 973 ( from 9:00 to 17:00 at the office days )

E - mail address : info@ghalia.nl

Chamber of Commerce number : 54905966

VAT identification number : NL183819342B01

### Article 3 - Applicability

1 . These general conditions apply to every offer of the entrepreneur and any agreement reached at a distance between businesses and consumers .

2 . Before the distance contract is concluded, the text of these general conditions made available to the consumer . If this is not reasonably possible, before the distance contract is concluded , indicated that the general conditions for the entrepreneur to see and they will be sent . As soon as possible free of charge to the consumer

3 . If the distance contract is concluded electronically, notwithstanding the preceding paragraph and before the distance contract is concluded , the text of these terms and conditions are set in such a way that the consumer to make available electronically consumers can be stored on a durable medium . in a simple way If this is not reasonably possible, before the distance contract is concluded , indicated where the general conditions may be taken and that they electronically or otherwise will be sent free of charge. Request of the consumer electronically

4 . The event that in addition to these terms and conditions specific product or service conditions apply, the second and third paragraphs shall apply and the consumer in case of conflicting terms always rely on the applicable provision for him is most favorable.

### Article 4 - The offer

1 . If an offer is of limited duration or subject to conditions , this will be explicitly stated in the offer .

2 . The offer includes a complete and accurate description of the products and / or services . The description is sufficiently detailed to allow . Proper assessment of the offer by the consumer If the contractor uses these images are a true representation of the products and / or services . Obvious mistakes or errors in the offer does not bind the entrepreneur.

3 . Each offer contains such information that is clear to the consumer what rights and obligations are attached . To the acceptance of the offer This concerns in particular:

o the price including taxes ;

â€¢ any costs of delivery;

o how the agreement will be achieved and what actions are required ;

o whether or not to apply the right of withdrawal ;

â€¢ the method of payment, delivery and performance of the contract ;

o The deadline for accepting the offer , or the deadline for adhering to the price ;

o the level of the rate of distance communication if the costs of using the technology for distance communication are calculated on a basis other than the basic rate of communication;

o whether the agreement after the adoption is filed , and if so, how this can be accessed by the consumer;

o the way the consumer , for the conclusion of the contract , the information provided by him under the agreement can check and repair if required ;

o any other languages, including Dutch , the contract can be concluded;

o the conduct to which the trader is subject and the way the consumer can consult these behavioral codes electronically ; and

o The minimum duration of the distance contract in the event of an extended transaction .

### Article 5 - The contract

1 . The agreement is subject to the provisions of paragraph 4, concluded at the time the

consumer accepts the offer and meet the corresponding conditions.

2 . If the consumer has accepted the offer electronically, the trader will immediately confirm electronic receipt of acceptance of the offer . Until receipt of this acceptance has not been confirmed by the entrepreneur, the consumer may rescind the contract .

3 . If the agreement is created electronically , the trader will take appropriate technical and organizational measures to protect the electronic transmission of data and ensure a secure web environment . If the consumer can pay electronically, the trader will take suitable security measures .

4 The entrepreneur can - . Within the law - to inform or to satisfy the consumers of its payment obligations, and of all those facts and factors that are important to a sound conclusion of the distance contract . If the operator under this investigation was justified not to conclude the contract, he is entitled to refuse an order or application or to bind . Implement special conditions .

5 The entrepreneur will the product or service to the consumer the following information , in writing or in such a way that it can be stored on a durable medium , enclose the consumer in an accessible manner :

a . the visiting address of the establishment of the business where the consumer can lodge complaints ;

b . the conditions under which and the manner in which the consumer of the right of withdrawal may be exercised, or a clear statement regarding the exclusion of the right of withdrawal ;

c . information about guarantees and after sales service existing ;

d . contained in Article 4 paragraph 3 of these conditions , unless the trader has provided before the execution of the agreement this information to the consumer ;

e . the requirements for terminating the contract if the contract has a duration of more than one year or is indefinite .

6. In the event of an extended transaction is the provision in the preceding paragraph shall apply only to the first delivery .

#### Article 6 - Right of withdrawal

When delivering products :

1 . When purchasing products, the consumer can cancel the contract without giving any reason within 14 days . This period commences on the date of receipt of the product by the consumer or designated in advance by the consumer and the entrepreneur announced representative .

2 . During this period the consumer will treat the product and packaging . He will only unpack the product to the extent of use to the extent necessary to assess whether he wishes to keep the product. If he exercises his right of withdrawal , he shall return the product with all accessories and - return in the original condition and packaging to the operator , in accordance with the reasonable and clear instructions provided by the trader - if reasonably possible .

When providing services :

3 . Upon delivery of services, the consumer can cancel the contract without giving any reason to dissolve for at least fourteen days , starting on the day of entering into the agreement .

4 . To exercise his right of withdrawal, the consumer focus to the information provided by the operator to supply and / or before the relevant provision reasonable and clear instructions .

#### Article 7 - Costs in case of withdrawal

1 . If the consumer exercises his right of withdrawal , will not exceed the cost of returning the goods .

2 . If the consumer has paid an amount , the entrepreneur this amount as soon as possible , but no later than 30 days after the return or cancellation, refund .

#### Article 8 - Exclusion of right of withdrawal

1 . The operator may exclude the right of withdrawal from the consumer to the extent provided in

paragraph 2 and 3 . Exclusion of the right of withdrawal applies only if the trader for the conclusion of the agreement, stated . Clearly in the offer , at least in time

. 2 Exclusion of the right of withdrawal is only possible for products :

a by the trader in accordance with specifications of the consumer;

b . that are clearly personal in nature ;

c . which can not be returned because of their nature ;

d. which can quickly deteriorate or expire ;

e . whose price depends on fluctuations in the financial market over which the trader has no influence ;

f. for individual newspapers and magazines;

g . for audio and video recordings and computer software of which the consumer has broken the seal.

. 3 Exclusion of the right of withdrawal is only possible for services :

a to carry on a certain date on accommodation, transport , catering or leisure or during a specified period;

b . the supply with the express consent of the consumer before the period has expired;

c . betting and lotteries .

#### Article 9 - The price

1 . During the period mentioned in the offer prices of the products and / or services have not increased , except for price changes due to changes in VAT rates .

2 . Notwithstanding the preceding paragraph, the business products or services whose prices are subject to fluctuations in the financial market over which the trader has no influence , with variable prices . These fluctuations and the fact that any price targets, are stated in the offer .

3 . Price increases within 3 months after the conclusion of the contract are only allowed if they result from legislation or regulations .

. 4 Price increases from 3 months after the contract was concluded are only permitted if the trader has agreed to this and :

they are the result of statutory regulations or stipulations; or

b . the consumer has the power to terminate as of the date the increase takes effect.

5 . The prices in the supply of products or services include VAT.

#### Article 10 - Conformity and Guarantee

1 . The trader guarantees that the products and / or services meet the contract specifications stated in the offer , the reasonable requirements of reliability and / or usability and the existing laws on the date of the conclusion of the agreement provisions and / or government regulations . If agreed, the entrepreneur also ensure that the product is suitable for other than normal use .

2 . A guarantee provided by the trader, manufacturer or importer does not affect the legal rights and claims that the consumer may apply . Under the contract against the trader

#### Article 11 - Delivery and execution

1 . The trader will take the greatest possible care when receiving and implementing orders for products and when assessing applications for the provision of services .

2 . Place of delivery is the address that the consumer has . Known to the company

3 . Subject to what is stated in Article 4 of these terms and conditions the company will implement accepted orders expeditiously but within 30 days , unless a longer period has been agreed . If the delivery is delayed, or if an order can not be carried out only partially, the consumer receives them no later than 30 days after placing the order. The consumer in this case the right to terminate the contract without penalty and be entitled to any compensation .

4 . In case of dissolution in accordance with the preceding paragraph , the trader will refund the

consumer as soon as possible , be paid no later than 30 days after repudiation .

5 . If delivery of an ordered product proves impossible , the trader will endeavor to provide a replacement item available . Before the delivery will be notified that a replacement item is delivered . Clear and comprehensible manner For replacement items right of withdrawal can not be excluded . The cost of return shipment are borne by the entrepreneur.

6. The risk of damage and / or loss of products rests upon the trader up to the moment of delivery to the consumer or a pre-designated and the entrepreneur announced representative , unless otherwise expressly agreed .

## Article 12 - Duration Trades : duration , termination and renewal

o

1 . The consumer may contract for an indefinite period, which extends to the regular delivery of products ( including electricity ) or services terminate at any time in compliance with the applicable termination rules and a notice of one month.

2 . Consumers may contract concluded for a definite period, which extends to the regular delivery of products ( including electricity ) or services , at any time at the end of the fixed term denounce the applicable termination rules and a notice not exceeding one month.

. 3 consumer contracts as described in the preceding paragraphs :

o Cancel at any time and not be limited to termination at any particular time or in a given period;

o terminate them in the same way as they are concluded;

o Cancel at the same notice as the company has negotiated for itself.

o

4 . A contract is concluded for a definite period, which extends to the regular delivery of products ( including electricity ) or services should not be tacitly renewed or extended for a specified period .

5 . Notwithstanding the preceding paragraph, an agreement was concluded for a definite period, which extends to the regular delivery of daily news and weekly newspapers and magazines may be extended for a specific period of three months , if the consumer extended tacitly agreement by the end of the extension may terminate with notice of one month.

6. A contract is concluded for a definite period, which extends to the regular delivery of products or services , may only be tacitly extended if the consumer may cancel a notice period of one month notice at any time for an indefinite period maximum of three months in case the agreement extends to the regular , but less than once a month , delivering daily news and weekly newspapers and magazines .

7 . An agreement with a limited duration of the regular delivery of daily news and weekly newspapers and magazines (trial or introductory subscription) is not tacitly continued ends automatically after the trial or introductory .

■

8. If a contract has a duration of more than one year , the consumer may cancel the contract after a year at any time with a notice period of one month, unless the reasonableness and fairness the termination before the end of the agreed term resist.

### Article 13 - Payment

- 1 . Unless otherwise agreed , the amounts owed by the consumer to be paid within 14 days after the start of the withdrawal period referred to in Article 6, paragraph 1 . In the case of an agreement to provide a service, that period shall after the documents . consumers confirmation of the agreement
- 2 . When selling products to consumers are stipulated . In terms never a prepayment of more than 50 % If payment is agreed , the consumer may not assert any rights regarding the execution of the order or service ( s) before the advance payment has been made .
- 3 . The consumer has the duty to report . Inaccuracies in data supplied or specified payment immediately to the operator
- 4 . In the event of default by the consumer , the operator subject to legal restrictions, the right of the consumer to spend . Advance reasonable expenses will be made known

### Article 14 - Complaints

- 1 . The entrepreneur has a well-publicized complaints and deals with complaints under this procedure .
- 2 . Complaints about the implementation of the agreement must promptly , fully and submitted to the entrepreneur , after the consumer has discovered the defects. Clearly defined
- 3 . Complaints to the trader will be answered from the date of receipt . Within 14 days If a complaint is a foreseeable longer processing time, within the period of 14 days responded with an acknowledgment of the receipt and indicating when the consumer can expect . A more detailed answer
- 4 . If the complaint can not be resolved by mutual agreement, a dispute that is subject to dispute.

### Article 15 - Disputes

- 1 . Contracts between the trader and the consumer of these terms refer only to Dutch law.

### Article 16 - Additional or different terms

Additional or different provisions of these terms may not be to the detriment of the consumer and should be recorded or in such a way that they can be stored on a durable medium. Consumers in an accessible manner