

Terms and Conditions HOUSE OF BYFIELD®

ARTICLE 1 – Definitions

In these conditions the following terms have the following meanings:

Reflection period: the period within which the consumer can make use of his right of withdrawal;

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;

Day: calendar day;

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.

Right of withdrawal: the possibility for the consumer to cancel the distance contract within the cooling-off period;

Entrepreneur: HOUSE OF BYFIELD®;

Distance contract: an agreement under which in the context of a system organized by the entrepreneur for distance selling of products, up to and including the conclusion of the agreement, only one or more techniques for distance communication are used;

Technology for distance communication: means that can be used to conclude an agreement, without the consumer and entrepreneur being together in the same space at the same time.

ARTICLE 2 – The Entrepreneur's identity

HOUSE OF BYFIELD®
Tuniserf 55,
3067 WV Rotterdam
T +31 (0)6 484 03 619
E-mail: info@house-of-byfield.com

KVK 83861963
BTW 6598.22.064.B.05

ARTICLE 3 – Applicability

1. These general terms and conditions apply to every offer made 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 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 that 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, by way of derogation from 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 they are 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 inspected electronically and that they will be sent free of charge electronically or otherwise at the request of the consumer.

ARTICLE 4 – 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 contains a complete and accurate description of the products offered. The description is sufficiently detailed to enable the consumer to make a proper assessment of the offer. If the entrepreneur uses images, these are a true representation of the products offered. Obvious mistakes or errors in the offer are not binding for the entrepreneur.

3. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to accepting the offer.

ARTICLE 5 – The contract

1. Subject to the provisions of paragraph 4, the agreement is concluded at the moment the consumer accepts the offer and meets the corresponding conditions.

2. If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm receipt of the acceptance of the offer electronically.

3. At the latest upon delivery of the product to the consumer, the entrepreneur will include the conditions under which and the way in which the consumer can make use of the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal or in such a way that it is the consumer can be stored in an accessible manner on a durable data carrier.

ARTICLE 6 – Right of withdrawal

1. If the consumer makes use of his right of withdrawal, he must report this to the entrepreneur within 14 days after the product has been received by (an authorized representative of) the consumer, in an unambiguous manner.

2. 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 that is necessary to be able 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 this as much as possible in the original condition and packaging to the entrepreneur, in accordance with the instructions provided by

the entrepreneur. The consumer is liable for the depreciation of the product that is the result of a way of handling the product that goes beyond what is permitted in this article.

3. As soon as possible, but within 14 days from the day following the notification referred to in paragraph 1, the consumer shall return the product or hand it over to (an authorized representative of) the entrepreneur. The consumer has in any case complied with the return period if he sends back the product before the reflection period has expired.

4. The risk and the burden of proof for the correct and timely exercise of the right of withdrawal lies with the consumer.

ARTICLE 7 - Costs in case of withdrawal

1. If the consumer exercises his right of withdrawal, the costs of returning the goods are for his account.

2. If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible, but no later than 30 days after receipt of the returned product.

ARTICLE 8 - Exclusion of the right of withdrawal

1. The consumer's right of withdrawal is excluded for products that have been created by the entrepreneur in accordance with the consumer's specifications, for products that are clearly personal in nature, or that are intended for single use / consumption.

ARTICLE 9 - The price

1. Price increases within 3 months after the conclusion of the agreement are only permitted if they are the result of statutory regulations or provisions.

2. The prices stated in the offer of products include VAT.

ARTICLE 10 – Conformity and Guarantee

The entrepreneur guarantees that the products comply with: the agreement, the specifications stated in the offer and the legal provisions and / or government regulations existing on the date of the conclusion of the agreement. The product is only suitable for normal use.

ARTICLE 11 – Delivery and execution

1. The entrepreneur will take the greatest possible care when receiving and executing orders for products.

2. The place of delivery is the address that the consumer makes known to the company.

3. With due observance of what is stated in article 4 of these general terms and conditions, the entrepreneur will execute accepted orders with due speed. If the delivery is delayed, or if an order cannot or only partially be executed, the consumer will be notified of this immediately, but no later than 30 days after the entrepreneur has become aware of the possible delay.

4. In the event of dissolution by the consumer that may be the result of delayed delivery, the entrepreneur will refund the amount paid by the consumer as soon as possible, but no later than 30 days after dissolution.

5. 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 announced to the entrepreneur, unless expressly agreed otherwise.

ARTICLE 12 – Payment

Amounts owed by the consumer must be paid in advance.

ARTICLE 13 – Applicable law

Only Dutch law applies to agreements between the entrepreneur and the consumer.