



MoreAmore webshop

1 December 2017

GENERAL TERMS AND CONDITIONS

A. DEFINITIONS

In these terms and conditions, the following terms are understood to mean:

Purchaser: Every natural person or legal entity, which, whether or not via the website, enters into a contractual relationship of any kind with the supplier'. Hereinafter referred to as the **'Purchaser'**.

Supplier: The natural person or legal entity which offers products, (access to) digital content and/or services at a distance to the **'Purchaser'**. Hereinafter referred to as the **'Supplier'**.

Web shop: The means which can be used for entering into an agreement, without the **'Purchaser'** and the **'Supplier'** needing to be in the same place at the same time. This agreement concerns the web shops as referred to in clause B. Hereinafter referred to as the **'Web shop'**.

B. IDENTITY OF THE SUPPLIER

MoreAmoreShop and the brand name MoreAmore are owned by:
Bizzy Diamond BV, Reeuwijkse Poort 301C,

2811 NV Reeuwijk, The Netherlands.

Telephone: +31 (0)182 796 796 (available on business days from 9.00 to 17.00 hours)

E-mail: info@moreamoreshop.com

Chamber of Commerce number: 30187022

VAT identification number: NL814444751B01

C. TERMS OF DELIVERY

1. Applicability

1. These General Terms and Conditions apply to all products and offers in the **â€˜Web shop'** and agreements which have been entered into with the **â€˜Web shop'**.
2. If specified, additional conditions may apply to certain services and/or products.
3. Deviations from these General Terms and Conditions will only be accepted if they have been explicitly agreed in writing. Any other applicable provisions will then remain in force unchanged.
4. If the **â€˜Purchaser'** wishes to rely on his/her own General Terms and Conditions, these will not apply. The only exception to this is when the **â€˜Web shop'** has explicitly agreed to that in writing.
5. The **â€˜Web shop'** reserves the right to amend these terms and conditions in accordance with the statutory Dutch standards.
6. By using the **â€˜Web shop'** and/or by placing an order, the **â€˜Purchaser'** accepts these General Terms and Conditions and all other rights and obligations specified in the **â€˜Web shop'**.

2. Offers and conclusion of agreements

1. Offers are valid while stocks last. This will be made known via the **â€˜Web shop'**, by telephone or by e-mail.
2. A personalised quotation is valid for a period of 2 weeks, unless specified otherwise in the quotation.
3. An agreement is established at the time that a confirmation of the order has been sent to the **â€˜Purchaser'** by e-mail or by post to the e-mail address or main postal address supplied by the **â€˜Purchaser'**.
4. The **â€˜Purchaser'** and the **â€˜Web shop'** are explicitly in agreement that by using electronic forms of communication a valid agreement is established, so that the conditions of clause D have been fulfilled. The lack of a normal signature on paper will not prejudice the binding power of the offer and the acceptance of said offer. Insofar as the law allows, the electronic files of the **â€˜Web shop'** will apply hereby as presumption of fact.
5. All information and images which are provided, whether verbally, by telephone or per e-mail and online, are compiled as accurately as possible. Inaccuracies or deviations cannot in principle constitute a reason for compensation and/or termination.

3. Prices

1. All prices are given in euros.
2. All stated prices are inclusive of VAT in accordance with the statutory provisions.
3. If special offers have date/time restrictions, then this will be specified with the offer in the **â€˜Web shop'**.

4. If an agreement has been established between the **Web shop** and the **Purchaser**, then the **Purchaser** owes the amount cited in the order confirmation in accordance with clause B.
5. Any delivery costs are not included in the price.

4. Payments

1. Orders placed via the website of the **Web shop** may be paid using iDeal, credit card or PayPal.
2. The order will be processed and the goods will be sent after receipt of the payment.
3. The **Web shop** uses the secure payment payments of MultiSafePay.
4. The **Web shop** may expand the range of payment methods in the future. This will be announced via the website.
5. If a payment is not made or is made too late then extra costs may be incurred, which will always be payable by the **Purchaser**.
6. If the **Web shop** has incurred extra judicial costs as a result of non-compliance with the (payment) obligations by the **Purchaser**, then these are borne by the **Purchaser**.
7. In the event that a payment is not made on time, the **Web shop** is authorised to terminate the agreement immediately or to suspend the (further) delivery until the **Purchaser** has fulfilled all the payment obligations, including all the interest owing and other costs.
8. If the **Web shop** has agreed to a term of payment with the **Purchaser**, the **Purchaser** is in default simply through this term expiring. Terms of payment can then be agreed exclusively in writing under the conditions to be set and agreed at that time.

5. Delivery and delivery period

1. Orders will be delivered as quickly as possible. In principle, the **Web shop** aims to send orders within 2 business days. The cited delivery period applies only as an indication and never applies as a strict deadline. The **Web shop** may specify further information concerning delivery periods on the website or publish those in writing in another manner. Such information serves only as an indication. The maximum delivery period will be 30 days unless agreed otherwise. If this delivery period is not feasible, we will inform the **Purchaser**. The **Purchaser** will then have the right to terminate the agreement. Payments which have already been made will then be credited as soon as possible and within 30 days at the latest.
2. If a product, which is temporarily out of stock, is ordered by the **Purchaser**, an indication will be given of when the product will become available again. Delays will be reported to the **Purchaser** either by e-mail or by telephone.
3. Deliveries will be made to the address provided by the **Purchaser** at the time when the agreement is established.
4. The risk of loss of damage to the product which is subject to the agreement is transferred to the **Purchaser** at the time when the product is legally and/or actually delivered to the **Purchaser** and is thereby under the control of the **Purchaser** or a third party designated by the **Purchaser**.
5. Different conditions may apply to deliveries abroad.
6. In case of absence, orders may be delivered to neighbours.

6. Exchange and right of withdrawal

1. The **the "Purchaser"** is obliged to inspect or arrange inspection of the products without delay after delivery. In the event of agreements with the **the "Purchaser"**, whereby electronic communication is exclusively used, it applies that the **the "Purchaser"** has the right, without penalty and without providing reasons, to exercise a right of withdrawal within 14 days after delivery of the product in question. Excluded from this right of withdrawal are products:
 - which are created according to specifications of the **the "Purchaser"**;
 - which are clearly of a personal nature;
 - which cannot be returned due to their nature;
 - which could quickly spoil or become out-of-date;
 - of which the price is subject to fluctuations in the financial markets and over which the seller has no influence;
 - of which the packaging has been opened by the **the "Purchaser"** and the seal has been broken.
2. If the **the "Purchaser"** has made use of the right of withdrawal referred to in the previous paragraph, then the **the "Web shop"** is responsible for repaying the purchase price within 30 days.
3. If the **the "Purchaser"** has ordered a consignment by cash on delivery, then, if that is refused, the dispatching costs, the cash-on-delivery costs and administration costs will be charged separately.

7. Retention of title

1. After full payment has been made, the product is then the property of the **the "Purchaser"**.

8. Guarantee and liability

1. The **the "Web shop"** guarantees that the goods to be delivered fulfil the normal standards and requirements which may be set for the product in question, and are free of defects.
2. The **the "Web shop"** can never be obligated to pay any compensation to the **the "Purchaser"** or to others, unless there is a question of deliberate intent or gross negligence on the part of the **the "Web shop"**. The **the "Web shop"** is never liable for consequential damage and trading loss, indirect damage or loss of sales.
3. If the **the "Web shop"**, for whatever reason, is obligated to compensate any damage, then the compensation will never be greater than an amount equal to the invoice value of the product or service in relation to which the damage is caused.
4. The **the "Purchaser"** is held to indemnify the **the "Web shop"** for any claim which third parties may assert against the **the "Web shop"** with respect to the agreement. As long as the law does not oppose such, the damage and costs in question will be payable by the **the "Purchaser"**.

9. Force majeure

1. In the event of force majeure, the **the "Web shop"** will not be obligated to fulfil its obligations in respect of the **the "Purchaser"**, or the obligation will be suspended for the duration of the force majeure.

2. Included under force majeure is every circumstance independent of its will, whereby fulfilment of its obligations in respect of the **â€˜Purchaser'** is wholly or partly prevented. Included under these circumstances are strikes, fire, operational failures, power cuts, non-delivery or late delivery by suppliers or other third parties involved. Force majeure is also understood to mean failures in a (telecommunication) network or connection or communication system used and/or the website being unavailable at any time.

10. Intellectual property

1. The **â€˜Purchaser'** explicitly acknowledges that all rights of intellectual property of the information provided, announcements or other statements concerning the products and/or relating to the website are held by the **â€˜Web shop'**, its suppliers or other entitled parties.

11. Personal data

1. The **â€˜Web shop'** will process the data of the **â€˜Purchaser'** exclusively in accordance with its privacy policy. The **â€˜Web shop'** conforms thereby to the applicable privacy regulations and legislation.
2. The privacy policy of the **â€˜Web shop'** is also set out in the **â€˜Web shop'**.

12. Applicable law and competent court

1. Dutch law applies exclusively to all offers from the **â€˜Web shop'**, its agreements and the implementation of such. Application of the Vienna Convention (CISG) is explicitly excluded.

13. Links

1. The website of the **â€˜Web shop'** may contain advertisements of third parties or links to other websites. The **â€˜Web shop'** has no influence over the privacy policy of those third parties and therefore cannot be held responsible for that.

14. Rights of the **â€˜Purchaser'**

1. The **â€˜Purchaser'** may always ask the **â€˜Web shop'** which data relating to the **â€˜Purchaser'** will be processed. The **â€˜Purchaser'** may send an e-mail for that purpose. The **â€˜Purchaser'** may also request by e-mail that the **â€˜Web shop'** introduces improvements, additions or other corrections. The **â€˜Web shop'** will process such requests as quickly as possible. If the **â€˜Purchaser'** no longer wishes to receive information, then he/she can inform the **â€˜Web shop'** of that. Information will only be sent if the **â€˜Purchaser'** has provided an e-mail address for that purpose.