



GENERAL TERMS AND CONDITIONS 2021

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Article 1 – Definitions

In these terms and conditions:

1. Supplementary agreement: an agreement whereby the consumer acquires products and/or services in connection with a distance contract and these goods and/or services are supplied by the entrepreneur or by a third party on the basis of an agreement between that third party and the entrepreneur;
2. Cooling-off period: the period within which the consumer can make use of his right of withdrawal;
3. Consumer: the natural person who does not act for purposes related to his trade, business, craft or profession;
4. Day: calendar day;
5. Duration agreement: an agreement that extends to the regular delivery of goods and/or services during a certain period;
6. Durable data carrier: any tool - including e-mail - that enables the consumer or entrepreneur to store information that is personally addressed to him in a way that future consultation or use during a period that is tailored to the purpose for which the information is intended, and which allows unaltered reproduction of the stored information;
7. Right of withdrawal: the consumer's option to cancel the distance contract within the cooling-off period;
8. Entrepreneur: the natural or legal person who offers products, content and/or services to consumers at a distance;
9. Distance contract: an agreement concluded between the entrepreneur and the consumer in the context of an organized system for distance selling of products and/or services, whereby exclusive or joint use is made up to and including the conclusion of the agreement of one or more techniques for remote communication;
10. Model withdrawal form: the European model withdrawal form included in Appendix I of these terms and conditions; Annex I does not have to be made available if the consumer has no right of withdrawal with regard to his order;
11. Technology for distance communication: means that can be used for concluding an agreement, without the consumer and entrepreneur having to meet in the same room at the same time.

Article 2 – Identity of the entrepreneur

Name of entrepreneur: Skincare by Esda

Trading under the name(s):

Skincare by Esda

Business address: Burmanstraat 37, 1091 SH, Amsterdam

Email: info@skincarebyesda.nl

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 is made available to the consumer. If this is not reasonably possible, the entrepreneur will indicate, before the distance contract is concluded, how 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, notwithstanding 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 it is consumer can be stored in a simple way 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 consulted electronically and that they will be sent free of charge at the request of the consumer electronically or otherwise.
4. In the event that specific product or service conditions also apply in addition to these general terms and conditions, the second and third paragraphs apply mutatis mutandis and the consumer can always invoke the applicable provision that is most convenient for him in the event of conflicting terms and conditions. is favorable.

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 and/or services offered. The description is sufficiently detailed to allow a proper 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 obvious errors in the offer are not binding on the entrepreneur.
3. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to the acceptance of the offer.

Article 5 – The agreement

1. Subject to the provisions of paragraph 4, the agreement is concluded at the time of acceptance by the consumer of the offer and the fulfillment of the associated conditions.
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 the receipt of this acceptance has not been confirmed by the entrepreneur, the consumer can dissolve 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 safe web environment. If the consumer can pay electronically, the entrepreneur will take appropriate security measures.

4. Within legal frameworks, the entrepreneur can 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 on the basis of 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. At the latest upon delivery of the product and/or service to the consumer, the entrepreneur will send the following information, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable data carrier:

- o the visiting address of the establishment of the entrepreneur where the consumer can go with complaints;

- o the conditions under which and the manner in which the consumer can make use of the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;

- o the information about guarantees and existing after-sales service;

- o the price including all taxes of the product and/or service; to the extent applicable, the costs of delivery; and the method of payment, delivery or performance of the distance contract;

- o the requirements for terminating the agreement if the agreement has a duration of more than one year or is of indefinite duration;

- o if the consumer has a right of withdrawal, the model withdrawal form.

6. In the case of a long-term transaction, the provision in the previous paragraph only applies to the first delivery.

Article 6 – Right of withdrawal

1. The consumer can dissolve an agreement with regard to the purchase of a product during a reflection period of 14 days without stating reasons. The entrepreneur may ask the consumer for the reason for withdrawal, but not oblige him to state his reason(s).

2. The reflection period referred to in paragraph 1 starts on the day after the consumer, or a third party designated by the consumer in advance, who is not the carrier, has received the product.

Article 7 – Obligations of the consumer during the reflection period

1. During the cooling-off period, the consumer will handle the product and the packaging with care. He will only unpack the product to the extent necessary to determine the nature, characteristics and functioning of the product. The basic principle here is that the consumer may only handle and inspect the product as he would be allowed to do in a store.

2. The consumer is only liable for depreciation of the product that is the result of a way of handling the product that goes beyond what is permitted in paragraph 1.

3. The consumer is not liable for depreciation of the product if the entrepreneur has not provided him with all legally required information about the right of withdrawal before or at the conclusion of the agreement.

Article 8 – Exercise of the right of withdrawal by the consumer and costs thereof

1. If the consumer makes use of his right of withdrawal, he must report this to the entrepreneur within the cooling-off period by means of the model withdrawal form or in another unambiguous manner.
2. As soon as possible, but within 14 days from the day following the notification referred to in paragraph 1, the consumer returns the product or hands it over to (an authorized representative of) the entrepreneur. This is not necessary if the entrepreneur has offered to collect the product himself. The consumer has in any case observed the return period if he returns the product before the reflection period has expired.
3. The consumer returns the product with all accessories supplied, if reasonably possible in its original condition and packaging, and in accordance with the reasonable and clear instructions provided by the entrepreneur.
4. The risk and the burden of proof for the correct and timely exercise of the right of withdrawal rests with the consumer.
5. The consumer bears the direct costs of returning the product. If the entrepreneur has not reported that the consumer has to bear these costs or if the entrepreneur indicates that he will bear the costs himself, the consumer does not have to bear the costs for return.
6. If the consumer makes use of his right of withdrawal, all additional agreements will be dissolved by operation of law.

Article 9 – Obligations of the entrepreneur in the event of withdrawal

1. If the entrepreneur makes the notification of withdrawal by the consumer possible electronically, he will immediately send a confirmation of receipt after receiving this notification.
2. The entrepreneur reimburses all payments from the consumer, including any delivery costs charged by the entrepreneur for the returned product, without delay but within 30 days following the day on which the products are returned.
3. The entrepreneur uses the same payment method that the consumer has used for reimbursement, unless the consumer agrees to a different method. The refund is free of charge for the consumer.

Article 10 – Exclusion right of withdrawal

1. The entrepreneur can exclude the following products and services from the right of withdrawal, but only if the entrepreneur has clearly stated this in the offer, at least in time for the conclusion of the agreement:

Products that spoil quickly or have a limited shelf life;

Article 11 – The price

1. The entrepreneur reserves the right to change the prices of the products offered by it in service form during the term of the service, whereby the entrepreneur will inform the consumer at the latest 14 days in advance and the consumer has the option to cancel the service within 10 days without the consumer owing any compensation for undelivered products.
2. Promotional codes and gift cards have the validity period stated by the entrepreneur upon issue.

3. Promotions and offers are valid as long as stocks last.
4. The entrepreneur friends – discount codes may not be used for commercial purposes and/or purposes other than those for which they were issued.
5. Commercial purposes: It is under no circumstances allowed to use the entrepreneur's brand name and all possible combinations of misspells within url combinations to attract traffic that is used to spread the friends - discount code.
6. Purpose of issue: The Friends – discount code is intended to acquire new paying customers (via personal social media channels, email, word of mouth). Offering the friends - discount code outside the personal channels (commercial channels) is under no circumstances allowed.
7. Every (attempted) fraud or other unauthorized act is registered and leads to the use of the friends discount codes being denied. The entrepreneur reserves the right to set off the discount obtained and the accumulated credit with retroactive effect.

Article 12 – Compliance with the agreement and extra guarantee

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 statutory provisions existing on the date of the conclusion of the agreement. regulations and/or government regulations. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.
2. An extra guarantee provided by the entrepreneur, his supplier, manufacturer or importer never limits the legal rights and claims that the consumer can assert against the entrepreneur under the agreement if the entrepreneur has failed to comply with his part of the agreement.
3. An extra guarantee is understood to mean any commitment by the entrepreneur, his supplier, importer or producer in which he grants the consumer certain rights or claims that go beyond what is legally required in the event that he has failed to fulfill his part of the obligations. the agreement.

Article 13 – Delivery and execution

1. The entrepreneur will take the greatest possible 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 made known to the entrepreneur.
3. With due observance of what is stated in article 4 of these general terms and conditions, the entrepreneur will execute accepted orders expeditiously but at the latest within 30 days, unless a different delivery period has been agreed. If the delivery is delayed, or if an order cannot or only partially be executed, 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 dissolve the agreement without costs and is entitled to any compensation.
4. After dissolution in accordance with the previous paragraph, the entrepreneur will immediately refund the amount that the consumer has paid.
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 made known to the entrepreneur, unless expressly agreed otherwise.

Article 14 – Duration transactions: duration, cancellation and extension

Cancellation:

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 or services, with due observance of the agreed cancellation rules and a notice period of at most one month.
2. The consumer can terminate an agreement that has been entered into for a definite period and which extends to the regular delivery of products or services, at any time towards the end of the definite term, with due observance of the agreed cancellation rules and a notice period of no more than one month. .
3. The consumer may conclude the agreements referred to in the previous paragraphs:
 - o cancel at any time and are not limited to cancellation at a specific time or period;
 - o at least cancel in the same way as they entered into by him;
 - o always cancel with the same notice period as the entrepreneur has stipulated for himself.

Extension:

4. An agreement that has been entered into for a definite period and which extends to the regular delivery of products or services may not be tacitly extended or renewed for a definite period.
5. Contrary to the previous paragraph, an agreement that has been entered into for a definite period of time and which extends to the regular delivery of daily news and weekly newspapers and magazines may be tacitly extended for a fixed term of a maximum of three months, if the consumer has extended this can terminate the agreement towards the end of the extension with a notice period of at most one month.
6. An agreement that has been entered into for a definite period and which extends to the regular delivery of products or services may only be tacitly extended for an indefinite period if the consumer is allowed to cancel at any time with a notice period of no more than one month. The notice period is a maximum of three months if the agreement extends to the regular, but less than once a month, delivery of daily, news and weekly newspapers and magazines.
7. An agreement with a limited duration for the regular delivery of daily, news and weekly newspapers and magazines (trial or introductory subscription) is not tacitly continued and ends automatically after the trial or introductory period.

Expensive:

8. 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 cancellation before the end of the agreed duration. resist.

Article 15 – Payment

1. For payment, the consumer can only use the payment options offered by the entrepreneur.
2. When using a payment link that is sent to the consumer by the entrepreneur for direct debit, the consumer gives the entrepreneur permission to also collect future payments from the relevant account number.

3. Payment takes place no later than 14 days after a purchase agreement has been concluded. Periodic payment is made prior to each service period.
4. In the event of late payment, for example due to reversal of the debited amounts or due to insufficient balance on the account concerned, an amount of EUR 2.50 will be charged.
5. If payment after the first reminder does not take place within the term set therein, the entrepreneur is entitled to unilaterally terminate the service with immediate effect, without prejudice to the right to compensation and the right to collect overdue payments and to recover the associated collection costs from the consumer.
6. The products remain the property of the entrepreneur until the consumer has paid for the products.
7. Invoices and payment reminders are exclusively sent electronically by the entrepreneur.

Article 16 – 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 a reasonable time 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 foreseeable longer processing time, the entrepreneur will answer within the period of 14 days with a notification of receipt and an indication when the consumer can expect a more detailed answer.
4. The consumer must give the entrepreneur at least 4 weeks to resolve the complaint in mutual consultation. After this term, a dispute arises that is subject to the dispute settlement procedure.

Article 17 – Disputes

1. Agreements between the entrepreneur and the consumer to which these general terms and conditions apply are exclusively governed by Dutch law.

Article 18 – Amendment of the General Terms and Conditions

1. Entrepreneur reserves the right to change these general terms and conditions at any time.

Latest update: Amsterdam. July 24, 2021