

## ***TERMS AND CONDITIONS***

### **ARTICLE 1: APPLICABILITY**

- These are the general terms and conditions (“**General Terms and Conditions**”) of DEORO. These General Terms and Conditions apply to all orders placed through the website of DEORO.
- By placing an order you explicitly agree with the applicability of these General Terms and Conditions to the order placed by you and you declare that you are aware of the contents thereof.

### **ARTICLE 2: CONTACT DETAILS DEORO**

**Name:** DEORO

**Registered office:** Melisstokelaan 424, 1813DW, Alkmaar , The Netherlands

**Email address:** [clientservices@balr.com](mailto:clientservices@balr.com)

**Chamber of Commerce number:** 81813651

**VAT registration number:** NL225817287B02

### **ARTICLE 3: AGREEMENT, PRICE & PAYMENT**

1. The agreement shall be concluded when you place an order through the website and DEORO has sent you a confirmation of your order by email.
2. DEORO reserves the right not to accept your order if:
  - The information entered by you is not correct or complete and if DEORO doubts the correctness of this information;
  - You have failed to meet an earlier payment obligation;
  - You have failed to accept the delivery of an earlier order and/or you have failed to pick up an earlier order;
  - The delivery address indicated by you is in a country where DEORO does not make deliveries.
3. DEORO shall inform you as soon as possible if it does not accept your order.
4. The price indicated on the website at the moment of payment is a total price of all products, including shipment expenses and taxes applicable in the European Union.
5. To pay for your order, you can choose one of the payment options offered by DEORO.

6. Orders that are delivered outside the European Union may be subject to additional surcharges and/or taxes. These surcharges and/or taxes are expressly not factored into the total price mentioned in paragraph 2 of this article. Additional costs, if any, on the basis of these surcharges and/or taxes shall be for your account and risk.
7. DEORO cannot be held to an offer on its website if you can reasonably understand that the offer, or a part thereof, contains an obvious mistake or writing error, such as an unusually low price. We request you to contact DEORO if you have any doubts about the correctness of an offer.

#### **ARTICLE 4: DELIVERY**

1. DEORO will do its utmost to process and deliver your order as soon as possible, but in any event within 30 days after the date of the purchase. The delivery dates indicated on the website of DEORO are based on circumstances known to DEORO at the time of the conclusion of the agreement and may be subject to changes due to external factors, such as the method of payment chosen, the manner of transport and internal availability. The delivery dates are also subject to change if you make changes to your order.
2. You are obliged to do everything possible that may be reasonably expected of you to enable DEORO to deliver your order on time. If you do not cooperate as described in this Article 4 paragraph 2, DEORO reserves the right to not deliver the products.
3. Your order will be delivered at the delivery address or pick-up point you have indicated on the website of DEORO.
4. The ownership of the products ordered will be passed to you at the time when DEORO has received your payment for the products ordered by you.
5. DEORO will make an effort to deliver the products ordered by you complete and in good condition. In the event that the products delivered are not complete or damaged, we request you to contact us as soon as possible.

#### **ARTICLE 5: FAITHFUL REPRODUCTION & LIFETIME**

1. DEORO will do its utmost to reproduce the products as faithful as possible on its website. If you are of the opinion that the

product ordered by you does not correspond with the reproduction on the website – at the time when the product is ordered – you can use your right of withdrawal. [Article 6](#) of these General Terms and Conditions describes how you can use your right of withdrawal.

2. The lifetime of the products offered by DEORO on its website depends on the product's material and the way in which and the intensity with which you use the product. In order to ensure that the products will maintain their longest lifetime and highest quality, it is important to observe the instructions and washing instructions.

#### **ARTICLE 6: COOLING-OFF PERIOD & RIGHT OF WITHDRAWAL**

1. If you want to withdraw the agreement, you can do so by any means. For your convenience, you can also log in to register your return. Please return the item(s) as soon as possible, but within 14 days starting the day after you executed the right of withdrawal. The product or products concerned can be sent to the address for returning products mentioned in [Article 2](#).
2. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods. Meaning that all items are returned in the same condition they were in upon your receipt; the items should not have been damaged, soiled, washed, altered or worn (other than to try the item on) and any labels or tags should be intact.
3. If a product is eligible for a refund, DEORO will pay back the amount paid for the product within fourteen (14) days after receipt of the product concerned into the bank account number used by you.
4. You will receive a refund of the total amount paid (including the standard shipping costs). If you have chosen another method of shipping (for example, UPS Saver) than the standard method of shipping, the extra costs, if any, for this different method of shipping will not be eligible for a refund. If you return one or more items from your initial order and the total value of the remaining items falls below the threshold €100, we will charge you shipping costs with reciprocal effect. We will do this by refunding the purchase price of the item(s) that you have

returned minus the shipping costs to your country. The shipment of your return is free. Your refund will be issued to the original payment method used when placing the order.

5. The right of withdrawal will not be restricted by the return/exchange requirements which you can consult through the website **EEN LINK NAAR DELIVERY EN RETURN**

6. The right of withdrawal does not apply to the following kind of agreements:

- Agreements for the supply of goods that are made to the consumer's specifications or are clearly personalized.

#### **ARTICLE 7: PRIVACY**

1. DEORO observes due care in handling your data. You can consult our [privacy statement on the website](#).

#### **ARTICLE 8: COMPLAINTS PROCEDURE**

1. We will do our utmost to have the order and delivery process proceed without problems. If you still have a complaint, you can contact us via our contact details as mentioned in [Article 2](#) of the General Terms and Conditions.

2. We aim to solve your complaint as fast as possible.

#### **ARTICLE 9: APPLICABLE LAW & COMPETENT COURT**

1. These General Terms and Conditions and the agreement(s) concluded between DEORO and you are subject to Dutch law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods is excluded.

2. The competent court of Amsterdam has exclusive jurisdiction in the event that a dispute cannot be settled amicably.

#### **ARTICLE 10: CHANGES TO THE GENERAL TERMS AND CONDITIONS**

1. DEORO may, at any time, modify these General Terms and Conditions. Changes to the General Terms and Conditions will only be effective if the changed version has been published on the website of DEORO. We expect you to consult the most recent version of the General Terms and Conditions when purchasing products on the website.