

# TERMS AND CONDITIONS

## 1. THESE TERMS

1. These are the terms and conditions on which we supply products (the “Products”) to you, namely goods as detailed on our website.
2. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide Products to you, at what point a contract will come into existence between you and us, what to do if you like to return and other important information.

## 2. INFORMATION ABOUT US

1. We are VANDRUNICK V.O.F., a company registered in The Netherlands with chamber of commerce number 76241815. Our VAT identification number is 860558204
2. We will endeavour to respond to your email within 24 hours of receipt (excluding weekends or days that are holidays in the Netherlands).
3. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

## 3. OUR CONTRACT WITH YOU

1. Our acceptance of your order will take place when we email you a confirmation, after payment has been made, at which point a contract will come into existence between you and us (the “Contract”).
2. If we are unable to accept your order, we will inform you of this in writing by email and will not charge you for the Product. This might be because the Product is out of stock, because of unexpected events which we could not reasonably plan for or because we have identified an error in the price or description of the Product.
3. We will assign an invoice number to your order and tell you what it is when we accept your order. Please tell us the invoice number whenever you contact us about your order.

## 4. PRICE & (SECURE) PAYMENT

1. The price of the Product for orders to customers will include VAT. If the rate of VAT changes between your order date and the date we supply the Product, we will adjust the rate of VAT that you pay, unless you have already paid for the Product in full before the change in the rate of VAT takes effect.
2. The price will be indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the Product advised to you is correct. However please see clause 4.3 for what happens if we discover an error in the price of the Product you order.

3. It is always possible that, despite our best efforts, some of the Products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the Product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the Product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.
4. The cards we accept payment from will be detailed on the online ordering process. If you would like to pay by bank transfer, please send us an email. You must pay for the Products before we dispatch them.
5. If you think an invoice is wrong please contact us promptly to let us know. To help ensure that your shopping experience is safe, simpel and secure, we use SSL technology.
5. HANDMADE AND DISPLAY OF THE COLORS
  1. Products may vary slightly from their pictures as all products are handmade. The images and packaging of the Products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the Products.
6. DELIVERY, TRACKING INFORMATION, SHIPPING COSTS
  1. We ship worldwide. Your parcel will be sent by PostNL and will be registered which means: signature on delivery, track and trace and insured up to € 500,--. We will send you a confirmation by email with tracking information.
  2. Our products will be sealed for protecting and hygiene purposes and will be packed carefully.
  3. Within the European Union (EU) you receive your parcel within 2-5 working days after we accept your order. The delivery dates stated are estimates only.
  4. Outside the EU we ship the goods as soon as we have received your payment. Outside the EU we can not tell the date of delivery in advance, as we are dependent of local postal services and courier companies.
  5. We are not responsible for delays outside our control. If our supply of the Products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the Contract and receive a refund for any Products you have paid for but not received.
  6. If no one is available at your address to take and sign for the delivery, we will leave you a card informing you of how to rearrange delivery at a suitable time. Cards can only be left

where there is access to secure post boxes, therefore some deliveries to apartment buildings and shared accommodation will not receive delivery cards as a matter of security.

7. We are unable to redirect orders once they have been dispatched. If delivery proves impossible or impractical on two or more occasions we may need to cancel your order and deduct the original delivery charges from the refund; however we will try to contact you in this case to arrange for a new order to be placed.
8. If after a failed delivery to you, you do not re-arrange delivery we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the Contract and clause 9.2 will apply.
9. A Product will be your responsibility from the time we deliver the Product to the address you gave us.
10. We may need certain information from you so that we can supply the Products to you. If so, this will have been stated in the ordering process. We will not be responsible for supplying the Products late or not supplying any part of them if this is caused by you not giving us the correct information.
11. Shipping costs will be detailed on the online ordering process.
7. YOUR RIGHTS TO END THE CONTRACT & RETURNS
  1. Your rights when you end the Contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the Contract.
  2. If you want to end the Contract because of you have just changed your mind about the Product, you have the legal right to have the product replaced or to get some or all of your money back.
  3. You may be able to get a refund if you are within the cooling-off period (14 days see 7.4), but this may be subject to deductions and you will have to pay the costs of return of any Products.
  4. For our Products bought online you have a legal right to change your mind within 14 days after the day you - or someone you nominate - receive the Product(s).
  5. Our products are sealed for hygiene purposes and to keep them clean. Once these have been unsealed after you receive them, you do not have a right to change your mind.
  6. You do not have the right to change your mind in respect of gift card(s).
8. HOW TO END THE CONTRACT WITH US, RETURN POLICY & ADDRESS
  1. To end the Contract with us after Products have been dispatched to you or you have received them, please let us know by doing the following: email us at [info@vandrunick.com](mailto:info@vandrunick.com) Please provide your name, home address, details of the order and,

where available, your phone number and email address. If contacting us by email, please return the confirmation email also.

2. If you end the Contract after Products have been dispatched to you or you have received them, you must return them to us.
  3. We require the Products to be in their original condition and original sealed (see 7.5) and accompanied by an email order confirmation or online despatch note. Without an email order confirmation or online despatch note, we cannot allow for the Products to be returned.
  4. If you are exercising your right to change your mind you must send off the Products within 14 days of telling us you wish to replace the Product or to end the Contract.
  5. When returning an order please follow the steps written on the dispatch note received with the delivery and return using one of the methods mentioned.
  6. Products may be returned by you using any secure means, which may include your local postal service or courier company such as for instance DHL, UPS etc.). Costs of return, will apply to you.
  7. For returns: take your sealed box or bag to a Post Office or courier company and send it to the following address and retaining proof of postage:
    - VANDRUNICK
    - Beethovenlaan 44
    - 1411 HT Naarden
    - The Netherlands
  8. The original card holder who purchased the Products will be credited for the refund. We will make any refunds due to you within 14 days from the day on which we receive the Product back from you. We will refund you the price you paid for the Products, by the method you used for payment. However, we may make deductions from the price including delivery costs if we discover you have handled them in an unacceptable way. In that case you must pay us an appropriate amount.
9. OUR RIGHTS TO END THE CONTRACT
1. We may end the Contract if you break it. We may end the Contract for a Product at any time by writing to you if:
    - You do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Products.
    - You do not, within a reasonable time, allow us to deliver the Products to you or collect them from us.
  2. You must compensate us if you break the Contract. If we end the Contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for Products we have not

provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the Contract.

3. We may write to you to let you know that we are going to stop providing the Product. We will endeavour to let you know at the earliest opportunity in advance of our stopping the supply of the Product and will refund any sums you have paid in advance for Products which will not be provided.

#### 10. IF THERE IS A PROBLEM WITH THE PRODUCT

1. If you have any questions or complaints about the Product, please contact us. We are under a legal duty to supply Products that are in conformity with this Contract. Nothing in these terms will affect your legal rights. If you wish to exercise your legal rights to reject Products you must return them using one of the methods listed at clause 8.

#### 11. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

1. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this Contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both we and you knew it might happen.
2. We only supply the Products for domestic and private use. If you use the Products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

#### 12. DISPUTES

1. 1. If you are unsatisfied for any reason, please do not hesitate to contact us: [info@vandrunick.com](mailto:info@vandrunick.com)
2. 2. Contracts entered in between you and us and which are subject to these terms and conditions are subject only to Dutch law.

#### 13. NEWSLETTER SUBSCRIPTION

1. By subscribing to our newsletter you agree to receive emails from us. Your data will be handled in accordance with our privacy policy.