

# General Terms and Conditions of Fioresso Webshop

## ARTICLE 1 DEFINITIONS

In these General Terms and Conditions the following terms shall be capitalized. These terms shall mean: 'Reflection period': the period within which the Customer may use its right of withdrawal.

'Right of withdrawal': the option of the Customer to withdraw from the distance agreement within the reflection period.

'FIORESSO': Fioresso International BV, a limited liability company with its registered office at Dr. Lelykade 22A, 2583CM The Hague, The Netherlands, registered in the Trade Register of the The Hague Chamber of Commerce under number 60546239, and VAT number: NL853955736B01

'Customer': a natural person not acting in the exercise of a profession or business who concludes a distance Agreement with FIORESSO or a natural person acting in the exercise of a profession or business who concludes a distance Agreement with the FIORESSO.

'Agreement': any agreement concluded between FIORESSO and the Customer in the context of an organized distance sales or service system without the simultaneous physical presence of FIORESSO and Customer and which, up to and including the moment at which the agreement is concluded, makes exclusive use of one or more means of distance communication.

'Acknowledgement of receipt': the acknowledgment of receipt, as defined in Article 3.2 of these Terms and Conditions.

'Product(s)': the Product or Products that at the conclusion of an Agreement between FIORESSO and the Customer by or through the FIORESSO webshop shall or should be delivered to the Customer within an agreed period, for which Customer shall pay a certain price;

'Terms and Conditions': these general terms and conditions of FIORESSO webshop.

'Website': [www.fioresso.com](http://www.fioresso.com), and all sub domains, where FIORESSO sells products to both national and international customers.

## ARTICLE 2 SCOPE

2.1 These Terms and Conditions apply to all distance offers, orders and Agreements concluded with the Customer through the Website of FIORESSO and where FIORESSO is the supplier. The Customer expressly accepts these Terms and Conditions when concluding an Agreement between the Customer

and FIORESSO, through the procedure as described in Article 3 of these Terms and Conditions.

2.2 Before the distance Agreement is concluded, the text of these Terms and Conditions shall be made available to the Customer in such a way that it can be easily stored on a durable data carrier by the Customer.

2.3 Deviations from the provisions of these Terms and Conditions may only take place with the written approval of FIORESSO, in which case the other provisions of these Terms and Conditions shall remain in full force.

2.4 All rights and claims, as stipulated in these Terms and Conditions and in any further Agreements on behalf of FIORESSO, are also stipulated on behalf of intermediaries and other third parties engaged by the FIORESSO.

2.5 FIORESSO has the right to change these Terms and Conditions and the content of its Website.

### **ARTICLE 3 OFFERS/AGREEMENTS**

3.1 If FIORESSO should increase the purchase price of the product pursuant to a statutory regulation or a final and non appealable court ruling, it will notify the Customer of this immediately in writing (by letter or e-mail). The

Customer shall, in such case, be entitled to terminate this Agreement by giving written notice to FIORESSO (by letter or e-mail). FIORESSO is not bound by its offer in the event of printing, typographical or programming errors in its catalogues, mailings or on the Website. FIORESSO is not liable for the consequences of inaccurate or incomplete information in its catalogues, mailings or on the Website.

3.2 The Agreement is concluded at the time of acceptance by the Customer of the offer and the fulfillment of the corresponding conditions. If the Customer has accepted the offer electronically, FIORESSO shall immediately confirm receipt of the acceptance of the offer electronically.

3.3 FIORESSO may investigate, within the statutory parameters, whether the Customer can meet its payment obligations and investigate all those facts and factors that are important for the responsible conclusion of a distance Agreement. If FIORESSO on the basis of this investigation has sound reasons for not entering into the Agreement, it is entitled to refuse an order or request giving reasons or to attach special conditions to the performance of the Agreement.

3.4 The Acknowledgement of receipt shall in each case contain the following information: (a) a description of the Product that is purchased by the Customer and the number of Products purchased by the Customer; (b) the price of the

Product(s), including taxes; (c) the name, residential address, delivery address of the Customer(s) where the Product(s) should be sent, billing address (if different from the residential address and/or delivery address), e-mail address and telephone number of the Customer; (d) any costs of delivery; (e) the order number of the Agreement.

3.5 The Agreement contains all arrangements made between the Customer and FIORESSO and replaces all previous Agreements, schemes and/or arrangements between the Customer and the FIORESSO.

3.6 The administration of FIORESSO applies as evidence, subject to evidence to the contrary, of the Orders placed by the Customer to the FIORESSO, of payments made and of deliveries carried out by FIORESSO. FIORESSO recognizes that electronic communication can serve as evidence. By accepting these Terms and Conditions, this is also recognized by the Customer.

#### **ARTICLE 4 TRANSPORT AND DISPATCH COSTS**

4.1 All prices for the Products are in Euros and include value added tax (VAT) and other levies imposed by the government. Transport costs are calculated separately, depending on the destination and the total amount of the order and are provided to the Customer before the Customer concludes the Agreement. Transport and dispatch costs are communicated to the Customer before order confirmation.

4.2 Transport and dispatch costs may be waived in case of volume orders. The terms to this are communicated at the Website.

4.3 Sub domains of the Website may convert the prices for the Products to other currency than Euros. In such case the other currency will be confirmed in the order confirmation and will function as the Agreement currency.

4.4 An internal order means that an employee, agent of distributor of FIORESSO places an order. He/She accesses the Webshop through a link on the FIORESSO site and logs in with his/her FIORESSO account to place an order. To pay, the employee, agent or distributor must enter a cost centre or budget number.

4.5 FIORESSO determines the mode of delivery and is entitled to deliver orders in parts.

4.6 The risk during the transport of the Product ordered by the Customer is for FIORESSO. At the time physical possession of the Product is taken, the risk of the Product passes to the Customer, subject to legal obligations that cannot be excluded by the FIORESSO.

4.7 For orders from abroad, any applicable bank charges, VAT and import duties

are for the account of the Customer. A Customer from abroad may not pay by direct debit authorization.

## **ARTICLE 5 DELIVERY TIME**

5.1 If FIORESSO and the Customer have not agreed on a specific delivery date in the Agreement, the delivery of the Product within the European Union shall take place as soon as possible and in any event not later than thirty calendar days after the conclusion of the Agreement. Delivery outside the European Union shall take place within a reasonable period of time.

5.2 If the agreed delivery period, for any reason whatsoever, is exceeded by FIORESSO, FIORESSO shall immediately notify the Customer of this in writing (by letter or e-mail). In such case, the Customer may request the FIORESSO to make the delivery within an additional period which is appropriate in the circumstances. If FIORESSO does not make the delivery within the additional period, the Customer is entitled to terminate the Agreement.

5.3 The payments made by the Customer in the context of the performance of the Agreement which is cancelled by Customer, pursuant to Article 5.2 of these Terms and Conditions, shall be repaid to the Customer by FIORESSO within 14 calendar days after FIORESSO has received the request referred to in Article 5.2.

5.4 If the Customer has sustained demonstrable damage as a result of FIORESSO exceeding the delivery period, FIORESSO shall reimburse the Customer for this damage to a maximum amount of the invoice amount, irrespective of whether the Customer has terminated the Agreement with FIORESSO.

## **ARTICLE 6 RIGHT OF WITHDRAWAL**

6.1 After the Customer has received the Products ordered by the Customer, the Customer is entitled to terminate the underlying Agreement with FIORESSO within 14 calendar days after receipt of this Product. The Customer is not required to give a reason for this. This provision does not apply to Products: a. that are altered by FIORESSO in accordance with the Customer's specifications;

b. that are clearly of a personal nature; c. that by their nature cannot be returned; d. that quickly become obsolete or spoil; e. for which the price depends on fluctuations in the financial market, over which FIORESSO has no influence; f. such as food of which the Customer has broken the seal;

6.2 If the Customer wishes to terminate the Agreement pursuant to Article 6.1 of these Terms and Conditions, the Customer should inform FIORESSO of this in writing (by e-mail or letter). The Customer is required to return the Product to FIORESSO as soon as possible or within 14 calendar days. The Customer must

bear the cost and risk of returning the Product.

6.3 The payments made by the Customer at the time that the Customer cancels the Agreement with FIORESSO, pursuant to Articles 6.1 and 6.2 of these Terms and Conditions, shall be repaid by FIORESSO to the Customer within 14 calendar days after FIORESSO has been informed of the decision by the Customer to cancel the Agreement, including delivery charges (but excluding any additional costs resulting from the choice of the Customer for a different delivery than the cheapest standard delivery provided by FIORESSO). Repayment shall be made by the same method of payment used by the Customer in the original transaction, unless the Customer has explicitly agreed otherwise; in both cases no fee will be charged to the Customer for such repayment.

6.4 If a Product is returned that, in the opinion of FIORESSO, has suffered damage or has been reduced in value as a result of the treatment of the Product(s) which exceeded that which was necessary to determine the nature, characteristics and functioning of the Product(s), then FIORESSO shall notify the Customer of this in writing (by letter or e-mail). FIORESSO is entitled to deduct the reduction in value of the Product as a result of this damage from the amount payable to the Customer.

#### **ARTICLE 7 NO GOOD, MONEY BACK**

7.1 If, within 30 calendar days after the Customer has received the Product, the Product is found to have a defect or the Customer is of the opinion that the Product does not reasonably meet its requirements, the Customer has two options: (a) the Customer may request FIORESSO in writing (by letter or e-mail) for the repair, replacement or the delivery of the missing or defective part of the Product; or

(b) the Customer may terminate the Agreement with FIORESSO, by informing FIORESSO of this in writing (by letter or e-mail).

7.2 If the Customer asks FIORESSO to repair, replace or deliver the missing or defective part of the Product, the Customer must return the Product to FIORESSO. FIORESSO shall then repair, have repaired or replace the Product within a reasonable time after it has received the Product from the Customer and send it back to the Customer. The cost of the return shipment by the Customer, the replacement and/or repair of the Product, and the return of the Product to the Customer shall be for the account of FIORESSO, unless it is plausible that the missing (part of the) Product or the defect to the Product is attributable to the Customer or is otherwise for the account and risk of the Customer. In such case, FIORESSO is not required to repair the defect to the Product or add the missing part to the Product. In such case, FIORESSO shall return the Product to the Customer in the same condition as that in which it received the Product from the Customer.

7.3 If the Customer terminates the Agreement on the basis of Article 7.1 (b) of these Terms and Conditions, the Customer must immediately return the Product to FIORESSO. The costs of the return dispatch are for the account of FIORESSO (but excluding any additional costs resulting from the choice of the Customer for a different delivery than the cheapest standard delivery provided by FIORESSO). The purchase price of the Product shall be refunded within 14 calendar days to the bank account of the Customer. Article 6.4 of these Terms and Conditions applies to this paragraph.

## **ARTICLE 8 INTELLECTUAL PROPERTY**

8.1 The Customer must respect all intellectual property rights of the Product delivered by FIORESSO. 8.2 FIORESSO is the rightful claimant of the Fioresso brand.

8.3 The Products supplied by Fioresso are subject to protection of the intellectual property rights, such as but not limited to model rights, patents, brand rights, copyrights, author rights.

8.4 All material on the pages of [www.fioresso.com](http://www.fioresso.com) and subdomains is copyright protected. It cannot be used for any purpose whatsoever without first obtaining express written permission in advance by FIORESSO.

## **ARTICLE 9 WARRANTIES**

9.1 The Products supplied by FIORESSO are subject to the warranty as is provided by the manufacturer for its Products. This warranty does not affect the rights of the Customer arising from the law, these Terms and Conditions or the Agreement.

## **ARTICLE 10 COMPLAINTS**

10.1 All complaints related to the delivery, quality and condition of the Product or any other complaint shall be dealt with by FIORESSO.

10.2 The Customer must make a complaint known to the Customer Service department of FIORESSO (details are listed in Article 12 of these Terms and Conditions).

10.3 FIORESSO shall attempt to resolve the complaint within 14 calendar days. If a complaint requires a foreseeable longer time for processing, FIORESSO shall inform the Customer of this within the period of 14 calendar days after receipt of the complaint and indicate when the Customer can expect to receive a more detailed response. FIORESSO shall inform the Customer of this in writing (by letter or e-mail).

## **ARTICLE 11 PRIVACY**

1.1 FIORESSO respects the privacy of the Customers of its site and ensures that the personal data provided to FIORESSO is kept confidential. FIORESSO acts hereby in accordance with the relevant provisions of the Data Protection Act (*Wet Bescherming Persoonsgegevens*). FIORESSO uses the personal data to process orders as quickly and easily as possible and provide Customers with the most complete service possible through the Customer Service department. Furthermore, FIORESSO shall not sell or trade any data provided to it to third parties. The data of the Customer shall only be made available to third parties that are directly involved in carrying out the order.

11.2 The Customer may inspect his or her personal data at any time by submitting a written request (by letter or e-mail) to this effect to FIORESSO, webshop department. In such case, FIORESSO shall provide the Customer with an overview of his/her personal data held by FIORESSO webshop within 4 weeks. If the Customer believes that his or her personal data should be corrected, supplemented, deleted or protected because it is factually incorrect, is irrelevant for the above purpose (see paragraph 11.2 of these Terms and Conditions) or is processed in violation of a statutory regulation, the Customer should notify FIORESSO of this in writing (by letter or e-mail), in which the Customer indicates that his or her personal data should be corrected, supplemented, deleted or protected. If the Customer wishes his or her personal data to be improved and/or supplemented, the Customer shall include these improvements/additions to his or her personal data in its notification. In all cases, FIORESSO shall immediately comply with the instructions of the Customer, unless FIORESSO is unable to do so. In such case, FIORESSO shall remove the personal data of the Customer from its file(s). FIORESSO shall instruct any third parties, to whom the personal data of the Customer has been provided, to process any changes, protection or deletion of the personal data of the Customer.

11.3 This website uses cookies to make it easier to use for visitors. Cookies ensure that your selected country is remembered, that the content of your shopping basket is saved and that you remain logged in.

## **ARTICLE 12 THE FIORESSO CUSTOMER SERVICE DEPARTMENT**

All correspondence based on these Terms and Conditions should be send to:

FIORESSO INTERNATIONAL BV, Webshop department Dr. Lelykade 22A, 2583 CM The Hague, The Netherlands

Customer service e-mail: [support@fioresso.com](mailto:support@fioresso.com)

Customer Service department telephone number: +31 (0)70 4161823

## **ARTICLE 13 APPLICABLE LAW, MEDIATION AND DISPUTES**

13.1 All Agreements concluded with the FIORESSO are governed by Dutch law.

13.2 In principle, the courts have jurisdiction to hear disputes between the parties unless the parties agree otherwise.

13.3 In the event of a conflict between FIORESSO and a Customer, a natural person acting in the exercise of a profession or business, then the The Hague Court, in The Hague, The Netherlands is authorized to take cognizance of the dispute.

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