

Terms & Conditions IVY LOISE - Products

Introduction

By placing an order on www.ivyloise.com, you are accepting to purchase a Product on and subject to the following terms and conditions of IVY LOISE (the "General Terms and Conditions"). The General Terms and Conditions always apply between you and IVY LOISE when you use or place an order through the website www.ivyloise.com (the "Site"). The General Terms and Conditions contain important information for you as a customer of IVY LOISE. Please read them carefully. We also recommend you to save or print the General Terms and Conditions, so you can consult them again at a later date.

Article 1: Definitions

IVY LOISE: a sole proprietorship ("eenmanszaak") established under Dutch law, based in Utrecht (The Netherlands) and registered with the Chamber of Commerce under file number: 66292468.

Client: the natural person (also called: Consumer) or corporation acting in the performance of a profession or business who enters into an Agreement with IVY LOISE.

Consumer: a private individual not using or intending to use the Products for commercial purposes.

Site: the website www.ivyloise.com and all of its sub-domains.

Product(s): the product(s) as offered on the Site.

Agreement: any arrangement or agreement between IVY LOISE and the Client of which the General Terms and Conditions form an integral part.

General Terms and Conditions: the present terms and conditions of IVY LOISE.

Article 2: Applicability of the General Terms and Conditions

- 2.1 The General Terms and Conditions apply to all offers and deliveries from, and Agreements with IVY LOISE, unless otherwise explicitly agreed on in writing.
- 2.2 If the Client declares other provisions or terms applicable in his order, confirmation or through any other communication medium, such provisions will only be binding upon IVY LOISE if and in so far as IVY LOISE has explicitly accepted them in writing.

Article 3: Prices and information

- 3.1 All prices as displayed on the Site and on other materials originating from IVY LOISE include taxes and other levies imposed by the government unless stated otherwise on the Site.
- 3.2 If shipping costs are charged, these will be clearly stated on the Site before the Agreement is concluded. The shipping costs will be displayed separately in the ordering process.
- 3.3 The content of the Site is composed of the greatest care. IVY LOISE can however not guarantee that all information on the Site is displayed correctly and/or is complete at all times. All prices and other information displayed on the Site and on other materials originating from IVY LOISE could include typographical and/or programming errors. IVY LOISE cannot be held responsible for such typographical and/or programming errors and reserves the right to correct such errors at all times.
- 3.4 IVY LOISE cannot be held responsible for any deviations between the color of the Product and the color of the Product as displayed on the Site.

Article 4: Conclusion of the Agreement

- 4.1 The Agreement will be deemed to be concluded at such moment that the Client accepts the offer of IVY LOISE, which offer is subject to the General Terms and Conditions.
- 4.2 If the Client has accepted the offer by electronic means, IVY LOISE will also confirm receipt of acceptance of the offer by electronic means.
- 4.3 If it is found that, in accepting or otherwise entering into the Agreement, the Client has provided incorrect data, IVY LOISE will have the right to suspend its obligations until the correct data has been received from the Client.
- 4.4 By placing an order for alcoholic beverages, the Client declares that the Client is at least 18 years old or is allowed to legally consume alcoholic beverages in his county.

Article 5: Execution of the Agreement

- 5.1 As soon as IVY LOISE has received a Client's order and has confirmed the acceptance thereof, it will handover the Products to the shipping company as chosen by the Client in the ordering process. The shipping company will then send the Products to the Client.
- 5.2 IVY LOISE is authorized to engage any third parties in the fulfilment of its obligations under the Agreement.
- 5.3 The Site includes information describing the manner of delivery of the Products and an estimation of the term in which the Products will be delivered to the Client.
- 5.4 If IVY LOISE is unable to deliver the Products within thirty (30) days after the confirmation of acceptance of the order, it will notify the Client accordingly. In such event, the Client can decide to either agree to a new delivery date or to dissolve the Agreement without incurring any costs. IVY LOISE cannot be held liable for any delay in the delivery process.
- 5.5 IVY LOISE advises the Client to inspect the Products upon receipt and to report any defects within two (2) working days after delivery in writing or by email.
- 5.6 As soon as the Product has been delivered to the delivery address submitted by the Client, the risk of the Product fully transfers to the Client.
- 5.7 If the ordered Product can no longer be supplied, IVY LOISE is entitled to deliver a Product which is comparable in nature and quality to the ordered Product. In that case, the Client will have the right to dissolve the Agreement without incurring any costs and to return the Product free of charge.

Article 6: Withdrawal/return

- 6.1 The Consumer has the right to return the Product within fourteen (14) days after the Product has been delivered to the Consumer.
- 6.2 Therefore, the Consumer must fill out the return form, include it with the product in the original packaging and return it to IVY LOISE. This form will be attached to the Product and is also available on the Site.
- 6.3 Returned Products must be unused, undamaged and returned in its original unopened packaging with its original packing slip. Returns attempted without satisfying all of the aforementioned conditions, will not be accepted. Consumers must bear the costs of shipping the goods to IVY LOISE.
- 6.4 The Consumer is responsible for the chosen shipping method of the returns. The risk of the Product will transfer to IVY LOISE when IVY LOISE has received the Product. This means that IVY LOISE cannot be held responsible for any returns which are (for example) lost and/or whereby products getting damaged during the process. We therefore advise you to choose for registered shipment, request tracking information and ensure the package containing the returned Product(s). IVY LOISE does not make any exceptions to this policy.
- 6.5 After receiving and accepting the returned Products, IVY LOISE will refund the total purchase price to the Consumer within fourteen (14) days.

Article 7: Payment

- 7.1 The Client shall pay the amounts due to IVY LOISE in accordance with the ordering process and through the payment method selected on the Site. IVY LOISE is free to offer any payment method of its choice and may change these payment methods at any time.

Article 8: Warranties and Conformity

- 8.1 IVY LOISE warrants that the Products are suitable for their intended use, as described on the Site.
- 8.2 If the delivered Product fails to satisfy the Agreement at delivery, IVY LOISE must be notified thereof within a reasonable period of time, which is ultimately fourteen (14) days after delivery of the Product.
- 8.3 If a Product does not satisfy the Agreement and the Client has notified IVY LOISE thereof within the period mentioned in article 8.2, the Product concerned will be repaired, replaced or (partially) refunded, such in consultation with the Client. Complaints after the period mentioned in article 8.2 will not be accepted by IVY LOISE.

Article 9: Complaints handling procedure

- 9.1 If the Client has any grievances in connection with a Product (in accordance with article 8 entitled, "Warranties and Conformity"), or regarding any other aspects of the Site or service of IVY LOISE, it can submit a complaint by email or in writing. The contact details of IVY LOISE are provided at the end of the General Terms and Conditions.
- 9.2 IVY LOISE will respond to the complaint as soon as possible, and in any case within seven (7) days after receipt of the complaint. If IVY LOISE is unable to formulate a substantive response to the complaint within such period, IVY LOISE will confirm receipt of the complaint within seven (7) days after receipt of the complaint and give an indication of the term within which it expects to be able to give a substantive or definitive response to the Client.

Article 10: Liability

- 10.1 The total liability of IVY LOISE in respect of the Client due to an attributable failure to perform the Agreement is limited to a compensation which does not exceed the price stipulated for that particular Agreement (including VAT and shipping costs).
- 10.2 IVY LOISE cannot be held liable for any damages or losses as a result of false statements on the side of the Client.
- 10.3 IVY LOISE cannot be held liable for any indirect damages or losses, including, without limitation, consequential damages, lost profits, lost savings, loss of data and damage due to business interruption.
- 10.4 Except as otherwise explicitly provided for in this article 10, IVY LOISE is not subject to any liability, irrespective of the grounds upon which an action or proceeding may be based. The restrictions set out in this article 10.3, will, however, cease to apply if and insofar as the damage or loss is the result of an intentional act or gross negligence on the part of IVY LOISE
- 10.5 IVY LOISE will only be liable to the Client on account of an attributable failure in the performance of an Agreement if the Client issues a written notice of default to IVY LOISE without delay, stipulating a reasonable period of time in which IVY LOISE has the possibility to remedy the default, and IVY LOISE fails to cure the default within such period. The notice of default must contain a description of the default in as much detail as possible, in order to enable IVY LOISE to provide an adequate response and/or take adequate action.
- 10.6 Any event giving rise to compensation is always subject to the condition that the Client reports the damage or loss in writing to IVY LOISE as soon as possible, but no later than within thirty (30) days after the damage or loss has arisen.
- 10.7 IVY LOISE is not liable to pay compensation for any damage or loss the Client has incurred as a result of a "force majeure event", as meant in article 6:75 Dutch Civil Code ("DCC"). This includes amongst others (and without limitation) the event that any third party engaged by IVY LOISE is not able to fulfill its obligations due to a force majeure event.

Article 11: Retention of title

- 11.1 As long as IVY LOISE has not received full payment for the Products, IVY LOISE will retain the ownership of the Products.

Article 12: Personal details

- 12.1 IVY LOISE will process the Client's personal data in accordance with the Privacy Statement and/or Cookie Policy as published on the Site.

Article 13: Final provisions

- 13.1 The General Terms and Conditions and the Agreement are exclusively construed in accordance with and shall be exclusively governed by the laws of the Netherlands.
- 13.2 Any dispute arising out or in connection with the General Terms and Conditions and the Agreement, including disputes concerning the existence and validity thereof will if no amicable settlement can be reached, be resolved by the competent Dutch court in the district where IVY LOISE has its registered office.
- 13.3 In the event that any of the provisions contained in the General Terms and Conditions will be deemed invalid or unenforceable, then the remaining provisions shall be construed as if such invalid provisions were not contained herein; and such invalid or unenforceable provisions will then be deemed to have been replaced by a provision which as closely as possible meets the intention of IVY LOISE when inserting the original provision.

Contact details

Should you have any questions, complaints or comments after reading the General Terms and Conditions, or if you need to provide us with notice, please contact us by email or in writing.

IVY LOISE
Lippizanerstraat 73
3573 SP Utrecht
The Netherlands
info@ivyloise.com