

# TERMS AND CONDITIONS

## 1. GENERAL

The following Terms and Conditions (“T&Cs”) apply to (i) all orders placed by the customer (“you” or “customer”) with Bert & Vief/ Shop Around, [info@bertenvief.nl](mailto:info@bertenvief.nl), KvK-nummer 24416663, VAT-identity number NL818131792B01 (“Shop Around” or “we”). By accessing or using [www.bertenvief.nl](http://www.bertenvief.nl) and/or placing an order, you signify that you have read, understand and agree to accept and be bound by the T&Cs set out herein.

## 2. ORDERING

### 2.1 Eligibility

Only end consumers (not resellers) of 18 years or older, who are not under guardianship, with a shipping address in the Netherlands can place an order on [www.bertenvief.nl](http://www.bertenvief.nl)

### 2.2 Our right to reject your order or withdraw from your purchase

We have the right to refuse your order or to cancel any purchase, based on justified reasons, without being liable for any damage or costs. Some of the situations in which we may do so are:

- obvious errors or inaccuracies regarding the items appearing on [www.bertenvief.nl](http://www.bertenvief.nl) the item is not available / in stock
- your billing information provided is not correct or not verifiable
- we have reason to believe that your order or payment may be fraudulent
- suspicion of credit or debit card fraud
- we cannot deliver at the address provided by you
- we have reason to believe that you are a reseller or bulk buyer
- in case of failing of payment, insufficient funds in the bank account provided by you

## 3. PRICES AND SHIPPING COSTS

### 3.1 Pricing

The prices stated on our website are consumer prices and include the value-added tax but do not include shipping charges.

### 3.2 Shipping costs

The cost of each shipping method is indicated during the checkout process and such cost is charged per shipped order (not per individual order item).

## 4. PAYMENT

4.1 We do not accept any other method of payment than those specified on our website.

4.2 We will process and deliver your order only after payment (except when you have opted for Cash On Delivery payment. Ordered items will remain our property until we have received full payment, but the risk in the item(s) and all liability to third parties in respect thereof shall pass to you as of delivery of the item(s).

## 5. DELIVERY

5.1 We will endeavour to deliver the item(s) to you at the shipping address specified by you in your order.

5.2 After you have made your purchase order, you will receive an email confirming the details of your purchase.

5.3 Stated delivery dates are always indicative and not guaranteed. We aim to let you know if we expect that we are unable to meet our estimated delivery date, but, to the extent permitted by law, we shall not be liable to you for any losses, liabilities, costs, damages, charges or expenses arising out of late delivery.

5.4 All risk in the item(s) shall pass to you as of delivery. If delivery is delayed due to a failure by you to fulfil one of your obligations, risk shall pass to you as of the date when delivery would have occurred without such failure. From the time when risk passes to you, we will not be liable for any loss of or damage to the ordered item(s).

## 6. CANCELLATION BEFORE SHIPMENT

You may cancel any order free of charge and without giving any reason, if the ordered items have not yet been shipped. If you wish to cancel your order, please check the status of your order first by viewing your order status on the website or by contacting us at [info@bertenvief.nl](mailto:info@bertenvief.nl). If payment was already made at the time of cancellation, we will refund you without undue delay and at the latest within 14 days after cancellation.

## 7. RIGHT OF WITHDRAWAL & RETURN

### 7.1 Statutory right of withdrawal and return

You can withdraw (wholly or partially) from your order without providing a reason within 14 calendar days as of the day of delivery of the ordered item(s) to you. If your order relates to multiple items delivered separately, the 14 calendar days start as of the day of delivery of the last item.

To exercise this right of withdrawal you must inform us of your decision to withdraw from your order by a clear statement. We request you provide us with a written notice of withdrawal, specifying the item(s) you want to return, either by email to [info@bertenvief.nl](mailto:info@bertenvief.nl). The items shall be returned to us without undue delay and in any event not later than 14 calendar days from the day of your withdrawal communication. Please see sections 7.4 and 7.5 below for practical information on returning your items

### 7.2 Bert & Vief voluntary policy on withdrawal and return.

Without prejudice to your statutory right of withdrawal and return as described above under section 7.1, we offer you a more flexible right of return by simply accepting any items that are returned to us within 28 calendar days after the items are delivered to you, provided the items are returned in the condition and in the manner as set out below under section 7.3 and 7.4. Under our Bert & Vief policy no formal statement of withdrawal within 14 calendar days after delivery as per section 7.1 is required; if you want to withdraw from your purchase, you can do so by simply returning the relevant items to us in the manner as described below under section 7.4.

### 7.3 Condition of the item(s)

Please handle and inspect the items, in the same manner as you would be allowed to do in a retail store (with due care) until you decide to accept the items. E.g. you can try items for fit, but you cannot wear them. Do not remove tags or labels when you try on the items.

All items that are returned should be unused, complete and in their original packaging. The condition of the returned item(s) will be inspected by us upon their receipt. If the items are returned differently than above mentioned, you are liable for any diminished value of the item(s) and we may refuse your return and the reimbursement of your payments (in which case the relevant items will be sent back to you). Examples of rejected returns are e.g. items with visible wear, dirt stains, etc. or not properly repacked.

### 7.4 Returns

#### 7.4.1 By mail (costs for you)

You can return your items to us by regular mail. The associated costs will, however, be for your own account. If you send back an item by mail, please ensure that (i) the shipment has sufficient postage, (ii) you use the return label included in your original parcel and (iii) you use a mail shipment with track and trace functionality.

#### 7.4.2 Packaging

When returning an item, please:

Place the item to be returned back in its original packaging and then pack it securely in a box or carton that protects the item and its original packaging. Properly tape and seal the box or carton.

## 7.5 Refund

If you withdraw from your order, we will refund you without undue delay and in any event not later than 14 days from the day on which we received your notice of withdrawal. We will, however, withhold the refund until we have received the items back. We will refund your payment using the same means of payment as you used for the initial transaction. With your consent, also another means of payment may be used for the refund at no additional charges.

## 8. ITEM EXCHANGE

Item exchanges are currently not possible. However, you can return your item (see section 7 above) and subsequently make a new purchase at Bert & Vief.

## 9. WARRANTY, RETURN FOR DEFECT OR OTHER NON-CONFORMITY

9.1 As a consumer, you have certain statutory warranty rights on the items that you buy from us. Nothing in these T&Cs shall affect these statutory rights. According to the statutory warranty you may expect that, except a minor defect or lack of conformity, the items are free of defects at the time of delivery are in conformity with your purchase agreement with us, i.e. that the items comply with the description given by us, are fit for the for the purposes for which items of the same type are normally used, and their quality and performance are satisfactory, given the nature of the items.

9.2 If the item received is defective or otherwise not in conformity with your order, please notify us promptly, but in any event within a period of two months from the date on which you detected such defect or lack of conformity.

9.3 For any item(s) deemed defective or not in conformity with the order, you will receive a refund. If the return only relates to part of an order, we will not refund the shipping fees of your initial purchase order. We will not refund if the item shows signs of damage which are not the result of an existing defect or other non-conformity at the time of original delivery to you.

## 10. APPLICABLE LAW

These T&Cs and your use of the website, any agreements made thereunder and any disputes arising in connection therewith, including the validity thereof, shall be exclusively governed by and construed in accordance with the laws of the Netherlands whose courts shall be courts of exclusive competent jurisdiction.

## 11. ARCHIVING OF PURCHASE CONFIRMATION

The email confirmation of (the details of) your purchase is not archived by us and you are advised to retain (a copy of) the email for your records.

## 12. ELECTRONIC COMMUNICATIONS

When you visit our website or send e-mails to us, you are communicating with us electronically. For contractual purposes, you consent to receive communications from us electronically and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in text form.

## 13. PRIVACY

We collect information from you to process your order.

## 14. WEB SECURITY

At [www.bertenvief.nl](http://www.bertenvief.nl) you can shop safely: your order is always going to be processed through a secure server. When you pay by credit card, you will also always be asked to enter your CVV code. For our mutual security, we reserve the right to hold credit card orders for verification.

You shall provide the cardholder's name as it is shown on the card. Payment is generally deducted within 24 hours following completion of your order. The processing of the payment may be done by a third party service provider. The payment service providers' terms & conditions are not a part of these T&Cs. Following payment of your order, your bank statement may include a reference to the third party service provider.

## 15. LIMITATION OF LIABILITY

15.1 Our total liability to you for any loss or damage arising in connection with any item purchased through our website, or resulting from any other activities by us related to your purchase order(s) through our website, is limited to the total price paid by you for the relevant item(s). We shall be liable only for breach of a material contractual obligation. We shall only be liable for direct loss or damage that you suffer if and to the extent it is a reasonably foreseeable result of our breach of a material obligation. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into the agreement. We accept no liability for any indirect loss or damage however arising and whether caused by breach of contract, tort or otherwise, even if foreseeable, including for example (without limitation) loss of profits or loss of opportunity.

15.2 Nothing in these T&Cs excludes or limits our liability for (i) fraud or fraudulent misrepresentations by us, (ii) death or personal injury caused by our negligence, or (iii) any other matter for which our liability cannot be excluded or limited by applicable mandatory legislation, such as the liability for damages arising from wilful intent or gross negligence.

15.3 We will not be responsible for any failure to comply with our obligations if such failure arises from any cause which is beyond our reasonable control ('force majeure').

## 16. IDENTITY OF TRADER / CONTACT DETAILS

You can find our contact details [here](#).

## 17. INTELLECTUAL PROPERTY, DATA RIGHTS & TRADEMARKS

All intellectual property rights pertaining to databases, website design, text, graphics, logos, button icons, images, and all software compilations, underlying source code, software and all other material on this website belong to Bert & Vief and its affiliates, or their item, content and technology providers. ALL RIGHTS RESERVED. Permission is granted to electronically copy and to print in hard copy portions of this website for the sole purpose of placing an order with Bert & Vief or creating a profile. Any other use of materials on this website without the prior written permission of Bert & Vief is strictly prohibited. Bert & Vief names, brands and other references to Bert & Vief contained on the website are either trademarks or registered trademarks of Bert & Vief, Inc. in the U.S. and/or Bert & Vief companies in other countries. Other brands, product names and company names mentioned on this website may be the trademarks or registered trademarks of their respective owners. You may not publish or reproduce trademarks, trade names or service marks without the prior written permission of the owner of such trademarks or trade names.

## 18. MODIFICATION OF TERMS AND CONDITIONS

We may change these T&Cs at any time without notice, effective upon its posting to the website. Every time you order items from us, our most recent T&Cs in force at that time will apply to the agreement between you and us.