

## Terms and Conditions CT Lashes

### Identity of the Entrepreneur

Trade name: CT Lashes

Registered Address:

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The Netherlands

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Chamber of Commerce: 65622545

VAT Number: NL153884241B02

***All prices, changes in prices, typos and specifications without prejudice. Images of products may deviate from reality. Our terms and conditions apply to all offers and deliveries.***

### General terms and conditions of delivery

#### Article 1. Definitions

In these general terms and conditions of delivery the following is intended with:

1. "Supplier": CT Lashes
2. "Buyer": the legal person purchasing goods and/or services from CT Lashes

#### Article 2. Conditions of Applicability

These general terms and conditions are an integral part of all agreements between Supplier and Buyer. Deviating conditions are only part of these agreements when these conditions are explicitly agreed upon.

#### Article 3. Pricelist

All pricelists are open-ended. Orders based on a pricelist will be executed against the prices which are applicable at the moment of delivery, unless the period of time between receiving the order and the agreed date of delivery is no more than 8 days. In this case the delivery will be executed against the prices which were applicable at the date the order was placed. When an order or agreement is made outside of this pricelist, the prices and conditions which were agreed upon will apply.

#### Article 4. Acceptance of an order

Any order based on a price list is automatically accepted by the Supplier, unless the Supplier explicitly tells the Buyer otherwise within 3 business days after the order is placed.

#### Article 5. Shipping and associated costs

The shipment of products is performed at the risk of the Supplier. For orders which amount to a total price of less than €150,- (exclusive of VAT), shipment costs will apply – unless explicitly otherwise agreed upon. When there is no time frame which is agreed upon, the Supplier is authorized to deliver the shipment at any business day between 09:00 and 17:00 hrs at the shipping address as agreed upon.

#### Article 6. Delivery of products

The Buyer will take all reasonable measures to make sure to be present at the time of delivery. The Buyer will commit himself/herself to check whether the delivered order is complete and whether there are any defects, in which case these products for return can directly be taken back by the Supplier. This however doesn't apply when the order is delivered by a courier (for example TNT or UPS). The delivery of the order is complete when the products are being accepted by Buyer.

### **Article 7. Reclamation and resolution**

In case there are any defects with the delivered order, the Buyer is obliged to inform the Supplier on this maximum 24 hours after the delivery took place. After a period of 3 months after delivery it is no longer possible for the Buyer to return products to the Supplier. The only exception to this clause is when a product is not conforming to the expected quality. In case of a defective or faulty product, the Buyer is obliged to inform the Supplier on this and to provide the Supplier with this defective or faulty product for the period of at least a month in order to investigate this. When the Supplier asks the Buyer to have the defective or faulty product sent to them, the Buyer will make sure that this will take place within 5 business days, making use of a complaint form as specified by the Supplier. In case the products turns out to have been changed in nature and/or composition, fully or partly damaged, unpacked and/or differently priced, every right the Buyer has regarding reclamation will expire. If a definite delivery time has been agreed upon and this time has expired while the Buyer has given the Supplier the opportunity to still fulfill their commitment without any success, the Intermediar has the right to fully or partially terminate the contract without any judicial intervention – this without prejudice to his/her rights to damage indemnity.

### **Article 8. Returns**

Accepted products may only be returned in case the Supplier has explicitly given permission to do so.

### **Article 9. Obligation of Supplier**

In case of timely and correct reclamation, the Supplier is obliged to assess the fault or defect, give feedback regarding this to the Buyer and come with a solution for this within 3 months or refund the payment for the product in question. The substantive assessment of a fault or defect is completely reserved to the Supplier.

### **Article 10. Payment**

Payment of orders will in principle be executed via direct debit, unless explicitly otherwise agreed upon by Supplier. Supplier has the right to oblige Buyer to prepayment without the need to state a reason for this. If an order must be shipped in installments, Supplier has the right to charge Buyer for these partial deliveries.

### **Article 11. Consequences of overdue payments**

In case of non-, overdue or non-complete payments from an Buyer to Supplier, the Buyer is legally in default from the date the invoice is expired. From this moment on the Buyer owes the statutory interest rate for commercial transactions for the entire amount of the invoice to the Supplier. Other than that, Supplier is then legally allowed to fully or partially terminate the contract without any judicial intervention, to repossess the delivered products and/or claim compensation. All collection fees, judicial as well as extrajudicial will fall part on the Buyer. The extrajudicial collection fees after the first notice are being rated at at least 15% of the principal sum, with a minimum of €230,-.

### **Article 12. Retention**

Supplier retains ownership of all delivered products and all products to be delivered, until the total amount of the order is fully paid for. An Buyer is not allowed to resell products which are subject to this retention.

### **Article 13. Bonus**

Bonuses and such are only due and claimable when Buyer is not at default for any obligation regarding the so-called bonus agreement.

### **Article 14. Resale**

The Buyer does not have the right to resell the products as purchased from the Supplier.

**Article 15. Force Majeure**

Force Majeure is defined as any unforeseen circumstance at the time the agreement was made, which makes compliance with any obligation following this agreement not reasonably expected. In case of Force Majeure the obligations of both parties are being suspended. If the situation of Force Majeure is taking such a long time, due to which compliance might reasonably no longer be expected, each party may terminate the contract with a written declaration.

**Article 16. Liability for non-performance**

The liability for non-performance from Supplier for losses which have been suffered by Buyer is, in case this non-performance is also resulting in an unlawful act, limited to losses which are a proven and direct cause of non-performance. Losses in turnover and profit as suffered by Buyer due to this non-performance are not to be borne by Supplier. A definite establishment of compensation is to be calculated after the end of each calendar year.

**Article 17. Liability for breach of contract**

The liability of breach of contract by the Supplier for damages suffered by the Buyer, if the breach also constitutes an unlawful act, limited to the damage that is detectable and a direct result of the default. Not on behalf of the vendor's revenue and profits resulting from the breach suffered by the buyer. For damages suffered by the buyer (including the damage for which the buyer is liable towards third parties), resulting from injury, disease and death, the liability to € 5,000 per incident and up to €7.500 per calendar year. The final determination of the damages from first place will return at the end of each calendar year, in which case multiple buyers and / or more events will be a proportional distribution of the latter amount.

**Article 18. E.A.N.**

Regarding the symbols as intended by the International Article Numbering Association (E.A.N.) settlement, the Supplier is never to be held liable, unless they didn't follow the regulations as set by the E.A.N..