

no · shame

General Terms and conditions

No-Shame V.O.F.



Article 1

Definitions

- 1.1** General Terms and Conditions: the General Terms and Conditions of Sales and Delivery that apply to all legal relations between Contactor (No-Shame) and Consumer.
- 1.2** (No-Shame): general partnership (No-Shame), registered at Schonckplein, Geertruidenberg (the Netherlands).
- 1.3** Distance contract: every agreement to buy products that are composed electronically.
- 1.4** Consumer: a natural person who does not act in exercise of a company or profession.
- 1.5** Reflection period: the period within which the Consumer can terminate the distance contract without granting reasons.



Article 2

General

- 1.1** These General Terms and Conditions shall apply to all offers, and legal agreements concluded between (No-Shame) and the Consumer (at a distance)
- 1.2** If not agreed otherwise in the agreement, these General Terms and Conditions will apply.
- 1.3** Before the distance contract is concluded, the text of these General Terms and Conditions will be made accessible to the Consumer.
- 1.4** If the distance contract is concluded electronically, notwithstanding the previous paragraph and before the distance contract is concluded, the text of these General Terms and Conditions will be made accessible electronically to the Consumer in such a way that the Consumer can easily store the General Terms and Conditions on a durable medium.
- 1.5** If this is not possible with reasonable efforts, it is indicated before the distance contract is concluded where the General Terms and Conditions can be accessed electronically and that the General Terms and Conditions can be sent free of charge at the request of the Consumer by electronic means or otherwise.
- 1.6** If, in addition to these General Terms and Conditions, specific product and/or warranty conditions also apply, the second and third paragraphs apply mutatis mutandis, and in case of contradiction, the Consumer may always invoke the applicable provision that is most favourable to him.
- 1.7** If a (part of a) provision of these General Terms and Conditions is possibly not applicable or is annulled; the rest remains in fully in force. Also, the annulled conditions will be replaced by a reasonably defined alternative.



Article 3

Offer

- 3.1** All offers and quotations or other statements made by (No-Shame), both written and oral, of (No-Shame), representatives and/or employees are entirely non-committal.
- 3.2** Offered products contain a complete and accurate description. The description is sufficiently detailed to allow a proper assessment of the product by the Consumer. The images used are an accurate reflection of the products offered but are only indicative. The Consumer cannot derive any right from this.



Article 4

Conclusion of the agreement

- 4.1** The agreement is concluded electronically at the moment of acceptance by the Consumer of an offer and the fulfilment of the conditions set thereto. Acceptance takes place as the Consumer places the order via the webshop of (No-Shame) and approves it.
- 4.2** (No-Shame) shall thereof immediately confirm receipt of the offer electronically. Until the moment of receipt of the acceptance, the Consumer can revoke his / her acceptance.
- 4.3** (No-Shame) shall implement appropriate technical and organisational measures to secure the electronic transfer of data and ensures a secure web environment. (No-Shame) shall also implement appropriate safety measures regarding the payment procedures and the payment by the consumer. Payments are made via the secure payment environment of IDEAL and PayPal.
- 4.4** (No-Shame) sends the product to the Consumer with the following information, written or such a way that the Consumer can easily store it on a durable medium:
- a) The visiting address of (No-Shame) where the Consumer may address any complaints.
 - b) The conditions under which and the manner in which the Consumer can make use of his/her reflection period and right of withdrawal, or a plain statement regarding the exclusion of the reflection time.
 - c) The information on warranty, warranty conditions and the existing service after purchasing the product.



Article 5

Reflection period, revocation and return of goods

- 5.1** When purchasing products, the Consumer has the possibility to revoke the agreement without providing reasons (dissolution) for fourteen (14) calendar days. This reflection period initiates on the day the following the receipt of the product by the Consumer.
- 5.2** Revocation (dissolution) takes place by a written declaration to (No-Shame) by letter or by email.
- 5.3** During the reflection period, the Consumer must handle the product and the packaging of the product with care. The Consumer will only unpack or use the product to the extent necessary to assess whether he/she wishes to keep the product. If the Consumer decides to revoke (dissolute) the agreement within the reflection period, the Consumer will return the product with all delivered accessories – if reasonably possible – in the original – unworn – condition and packaging to (No Shame), conform to the reasonable and explicit instructions provided by (No-Shame).
- 5.4** If the Consumer revokes (dissolute) the agreement within the reflection period, the costs for returning are for the account of (No-Shame).
- 5.5** The Consumer must return the received products from which he/she revokes (dissolute) within fourteen (14) calendar days to (No-Shame) after revocation (dissolution).
- 5.6** The Consumer bears the risk of the return of the products. (No-Shame) shall not accept liability for loss or damage of any kind – whether or not to the products themselves – that is related to the return of goods.
- 5.7** (No Shame) will refund the received purchase to the Consumer no later than fourteen (14) calendar days after revocation (dissolution).
- 5.8** (No-Shame) has the right to refuse returned products or to refund only part of the payments received if the products are not in the original and undamaged packaging, used, worn and/or damaged. (No-Shame) will inform the Consumer directly after receipt of the products.



Article 6

Prices

- 6.1** The price to be paid by the Consumer has agreed in advance as well as any power to make interim price changes.
- 6.2** Shipping and any administrative or payment costs are not included and are made clear at all times when a Consumer places an order.
- 6.3** The agreed price does not automatically apply to repeat orders and does not automatically apply proportionally in the event of a partial order.
- 6.4** Price changes within three months after the conclusion of the agreement are not passed on to the Consumer.



Article 7

Payment

- 7.1** The Consumer pays the due price and costs directly after placing the order electronically. The Consumer has the option to fulfil his/her payment obligation via IDEAL or PayPal.
- 7.2** At the request of the Consumer it is possible to pay on account, whereby an advance payment of fifty (50) per cent is required, and fifty (50) per cent is paid after receipt of the products. This request can be made in writing by email. When paying on account, administrative costs of at least €5.00 are charged to the Consumer.
- 7.3** The Consumer is in default from the moment of expiry of the payment date. (No-Shame) will send a payment reminder after the expiry of that date and
- give the Consumer the opportunity to pay fourteen (14) calendar days after the receipt of this payment memorandum. The Consumer owes (No-Shame) a default interest of two (2) per cent per month, to be calculated cumulatively over the principal sum. Parts of a month shall be considered as thirty (30) days for the purpose of calculating such parts.
- 7.4** If payment still fails after the payment reminder, (No-Shame) has the right to charge extrajudicial (collection-)costs.
- 7.5** These extrajudicial (collection-)costs amount to fifteen (15) per cent of the amount of the principal sum over the first €2,500.00 of the claim, with a minimum of €40.00.



Article 8

Delivery

- 8.1** Delivery takes place at the address that the Consumers has made known to (No-Shame) at moment of the order.
- 8.2** Accepted orders are delivered within thirty (30) calendar days unless another delivery period has been agreed. If the delivery is delayed, or if an order cannot or only partially be executed, the Consumer will receive notice of this no later than thirty (30) calendar days.
- In that case, the Consumer is entitled to revoke (dissolute) the agreement in writing without any costs.
- 8.3** For the application of these provisions, each part-delivery is considered a separate delivery.
- 8.4** The risk of damage and/or loss of products rests with (No-Shame) until the moment of delivery appropriate to the Consumer or a pre and (No-Shame) announced representative unless otherwise agreed.



Article 9

Transfer of ownership

- 9.1** (No-Shame) reserves the right to maintain ownership of all products delivered and still to be delivered pursuant to the agreement up to the time when the Consumer has paid his/her payment obligations.
- 9.2** The Consumer must keep the products carefully and as identifiable property of (No-Shame) for as long as the retention of title remains in place.
- 9.3** The Consumer must provide such contents insurance that the products delivered un retention of title are at all times insured against, loss, theft, fire or damage caused by other causes.



Article 10

Failure to fulfil the agreement

- 10.1** If one of the parties does not fulfil an obligation from the agreement, the Consumer may suspend the fulfilment of the corresponding obligation. In the event of partial or improper performance, a suspension is only permitted insofar as the shortcoming justifies this.
- 10.2** If one of the parties does not fulfil the agreement, the Consumer can only dissolve the agreement after the Consumer has given (No-Shame) formal notice in writing. (No-Shame) must then have a reasonable period to fulfil the agreement. An exception to this is the shortcoming which, in view of its trivial significance, does not justify dissolution.



Article 11

Conformity and Warranty

- 11.1** (No-Shame) guarantees that the products comply with the agreement, the specifications stated in the offer, the reasonable requirements of adequacy and usefulness that may be imposed on these products, and on the date of creation of the agreement existing legal provisions
- 11.2** (No-Shame) guarantees the general normal quality and reliability of the products during the shelf life or guarantee period.
- 11.3** A guarantee provided by (No-Shame), the manufacturer or the importer does not affect the legal rights and claims that the Consumer can allege against (No-Shame) on the basis of the agreement.



Article 12

Complaints

- 12.1** The Consumer is obliged to check the delivered good directly upon receipt indicate any visible defects, flaws, damages and/or deviations in the number on the consignment note or accompanying revenue. In the absence of the consignment note or accompanying receipt, the Consumer must report the defects, flaws and suchlike within two (2) working days after receipt of the goods to (No-Shame), followed by a written confirmation thereof. In the absence of such a report, the goods are considered to have been received in good condition and to comply with the agreement.
- 12.2** Other complaints must be reported to (No-Shame) in writing directly – but no later than within the agreed guarantee period or shelf life. If no specific guarantee period has been agreed on, a term of one (1) year after delivery applies. (No-Shame) possesses a complaint handling policy and handles the complaint in accordance with this complaint handling policy.
- 12.3** If a complaint is not reported to (No-Shame) within the periods mentioned in the preceding paragraphs, no claim can be made for an agreed guarantee.
- 12.4** Complaints about the performance of the agreement or the defects in the delivered products must be presented in full and distinctly described to (No-Shame), within two (2) weeks after the Consumer has discovered the defects.
- 12.5** Complaints about the products that have changed in nature and/or composition after the receipt by the Customer or have been used or treated in whole or in part are not possible.
- 12.6** Complaints about colour differences in or between delivered products are not possible.
- 12.7** Submitted complaints will be answered within ten (10) working days from the days of receipt. If a complaint requires a foreseeable longer processing time, (No-Shame) will respond to the complaint within a period of ten (10) working days with a message of receipt, giving an indication of the period in which the Consumer can expect a more comprehensive answer.
- 12.8** In the event of a justified complaint, (No Shame) – at the choice of the Consumer – will refund the purchase price paid or confer a discount, or provide a replacement product free of charge, or repair the product free of charge if this can be reasonably required of (No-Shame). For the remaining (No-Shame) is not liable to compensate any further damage



Article 13

Liability

- 13.1** (No-Shame) accepts no liability exceeding the explicit by (No-Shame) agreed guaranteed results or quality requirements.
- 13.2** (No-Shame) is only liable for direct damage to the Consumer. Any liability of (No-Shame) for consequential or delay damage is expressly excluded.
- 13.3** The Consumer must take all measures necessary to prevent or limit the damage.
- 13.4** If (No-Shame) is liable for damage suffered by the Consumer, the compensation obligation of (No-Shame) is always limited to a maximum of the amount paid by its insurer in the occurring case. If the insurer does not pay out or the taken insurance does not cover the damage, the compensation obligation is limited to a maximum of the invoice amount of the order that generated the damage.
- 13.5** (No-Shame) is nevermore liable for damages towards third parties.
- 13.6** (No-Shame) is not liable, and the Consumer cannot invoke the applicable guarantee if the damage has arisen: a) by incompetent use, improper use or use of the product in contravention of its purpose. b) by using the product in contravention of instructions, advice, manuals, package leaflets and suchlike issued by or on behalf of (No-Shame), or the manufacturer and/ or the importer. c) by incompetent storage or maintenance of the products d) by performing repairs or operations or other works on the product by or on behalf of the Consumer, without the express preceding permission of (No-Shame).
- 13.7** In the cases listed in the previous paragraph, the Consumer is fully liable for all resulting damage and indemnifies (No-Shame) expressly for all third-party claims for compensation of this damage.
- 13.8** (No-Shame) is not liable for direct or indirect damage of the Consumer that may occur due to the use and/or as a result of the use of the website.
- 13.9** The limitations of liability included in this article do not apply if the damage is due to the intent and/or deliberate recklessness of (No-Shame) or the managerial staff.



Article 14

Privacy

- 14.1** To purchase products and to offer you the best desirable service, you must provide personal details. (No-Shame) only uses your personal information for the processing and delivery of your order and for keeping your order up-to-date. This information will not be used for other commercial or non-commercial purposes that are not related to (website) usage without your prior consent.



Article 15

Force Majeure

- 15.1** Force majeure means any failure in the performance that cannot be accounted to (No-Shame) because this is not due to the fault of (No-Shame) nor under the law, a legal act or in current (right) conception.
- 15.2** In case of force majeure, (No-Shame) reserves the right to suspend
- 15.3** the Consumer's order or to dissolve the agreement without judicial intrusion, by means of a written statement by letter or email.
- 15.3** Damage arising as a result of force majeure cannot be accounted to (No-Shame).



Article 16

Return of goods

- 16.1** If return of goods is necessary for the investigation of the complaint, these costs will be for the account of (No-Shame).
- 16.2** Returns of goods, which have not been accepted by (No-Shame), do not relieve the Consumer in any way from payment procedures as stated in paragraph 7.
- 16.3** Return of goods is carried out exclusively in accordance with conditions to be determined by (No-Shame) and in the original packaging.
- 16.4** Returns of goods take place for the account of the risk of the Consumer.



Article 17

Copyright

- 17.1** All rights reserved. It is strictly forbidden, without written permission, to use the (No-Shame) logo, images and names in any form.



Article 18

Dispute resolution and applicable law

- 18.1** Dutch law applies to all agreements to be concluded by (No-Shame)
- 18.2** Any disputes will be submitted to the competent court in the place where (No-Shame) is located, albeit that (No-Shame) always reserves the right to submit a dispute to the competent court in the place where the Consumer is established.
- 18.3** The Consumer reserves the right to submit the dispute to the legally competent court, proved he/she makes this choice timely known to (No-Shame). With timely is meant here: within one (1) month after (no-Shame) has informed the Consumer in writing that he wants to submit the dispute to the court of his established place.