

General terms and conditions Pra Você Moda e Fashion

<https://www.capzforblackz.com>

General conditions based on model conditions of Stichting WebwinkelKeur.

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Article 1 - Definitions

In these conditions the following terms shall have the following meanings

1. Grace period: The period within which the consumer can exercise his right of withdrawal; Read all read all about reflection period.
2. Consumer: the natural person not acting in the exercise of professional or business that starts a distance contract with the entrepreneur;
3. Day: calendar day;
4. Duration transaction: a distance contract relating to a series of products and/or services of which the obligation to supply and/or purchase is spread over time;
5. Durable medium: every means that enables the consumer or entrepreneur to store information that is addressed to him personally, in a way that allows for future consultation and unaltered reproduction of the stored information.
6. Right of withdrawal: the possibility for the consumer to withdraw from the distance contract within the reflection-period;
7. Model form: the model form for withdrawal which the entrepreneur makes available and which a consumer can fill in when he wants to use his right of withdrawal.
8. Entrepreneur: The natural or legal person who offers products and/or services to consumers from a distance;

9. Distance contract: an agreement whereby, in the context of a system organized by the entrepreneur for distance selling of products and/or services, up to the moment that the agreement is concluded exclusive use is made of one or more techniques for distance communication;

10. Technology for distance communication: means that can be used for the conclusion of an agreement, without the consumer and the entrepreneur being together in the same place at the same time.

11. General Terms and Conditions: the present General Terms and Conditions of the entrepreneur.

#### Article 2 - Identity of the entrepreneur

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#### Article 3 - Applicability

1. These general conditions apply to every offer made by the entrepreneur and to every distance contract and order that is concluded between the entrepreneur and the consumer.

2. Before concluding a distance contract, the text of these general terms and conditions will be made available to the consumer. If this is not reasonably possible, before the remote agreement is concluded, it will be indicated that the general conditions are to be seen at the entrepreneur and at request of the consumer they will be send as soon as possible.

3. If the distance contract is concluded electronically, then, contrary to the previous paragraph, and before the distance contract is concluded, the text of these general conditions may be made available to the consumer in such a way that the consumer can store it in a simple manner on a durable medium. If this is not reasonably possible, before the distance contract is concluded it will be indicated where the general terms and conditions can be viewed electronically and by request of the consumer they can be viewed electronically or otherwise free of charge.

4. In case that specific product or service conditions apply in addition to these general terms and conditions, the second and third paragraphs shall apply by analogy. The consumer can always rely on the applicable provision which is most favorable to him.

5. If one or more provisions in these general conditions at any time are invalid or voided in whole or in part, then the remainder of the agreement and these conditions shall remain in effect and the provision in question shall be replaced immediately in mutual consultation by a provision that approaches the scope of the original as closely as possible.

6. Situations not covered by these general terms and conditions must be assessed 'in the spirit' of these general terms and conditions.

7. Uncertainties about the interpretation or content of one or more provisions of our terms and conditions, should be interpreted 'in the spirit' of these general terms and conditions.

#### Article 4 - The offer

1. If an offer has a limited duration or is made subject to conditions, this will be explicitly stated in the offer.

2. The offer is without obligation. The entrepreneur is entitled to change and adapt the offer.

3. The offer contains a complete and accurate description of the products and/or services offered. The description is sufficiently detailed to make a good assessment of the offer possible by the consumer. If the entrepreneur uses images these are a true reflection of the products and / or services. Obvious mistakes or obvious errors in the offer are not binding on the Entrepreneur.

4. All images, specifications and information contained in the offer are indicative and may not constitute grounds for compensation or dissolution of the contract.

5. Images of products are a true representation of the products offered. Entrepreneur cannot guarantee that the colors shown will exactly match the real colors of the products.

6. Each offer contains such information that it is clear to the consumer what his rights and obligations are, which are connected to the acceptance of the offer. This concerns in particular:

- the price including taxes;
- the possible costs of shipment;
- the way in which the agreement will be concluded and which actions are necessary for this;
- whether or not the right of withdrawal is applicable;
- the method of payment, delivery and implementation of the agreement;
- the period for accepting the offer, or the period within which the entrepreneur price guarantees;
- the size of the tariff for distance communication if the costs of using the technique for distance communication at a distance are calculated on a basis other than the regular basic rate for the means of communication used;
- whether the contract is archived after its conclusion and, if so, in which way it can be consulted by the consumer;
- the way in which the consumer, before concluding the agreement, can check the data provided by him in the framework of the agreement and, if desired, correct them;
- any other languages in which, in addition to Dutch, the contract can be concluded;
- the codes of conduct to which the trader is subject and the way in which the consumer can consult these codes of conduct electronically, and;
- the minimum duration of the distance contract in the event of an extended transaction.

#### Article 5 - The agreement

1. The contract is concluded, subject to that which is stated in paragraph 4, at the moment at which the consumer accepts the offer and the fulfilment of the conditions thereby stipulated.

2. If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm receipt of acceptance of the offer electronically. As long as the agreement of this acceptance has not been confirmed by the trader, the consumer may dissolve the contract.

3. If the agreement is created electronically, the entrepreneur will take appropriate technical and organizational measures to protect the electronic transfer of data and he will ensure a safe secure web environment. If the consumer is able to pay electronically, the entrepreneur will take appropriate security measures.

4. The entrepreneur may inform himself - within the limits of the law - about the consumer's ability to fulfill his payment obligations, as well as about all those facts and factors which are important for a responsibly concluding the distance contract. If, on the basis of this examination, the entrepreneur has sound reasons for not concluding the contract, he is entitled to refuse an order or application while giving reasons, or to attach special conditions to the implementation.

5. The entrepreneur will with the product or service to the consumer the following information, in writing or in

5. The entrepreneur will, together with the product or service, send the consumer the following information, in writing or in such a way that the consumer can store it in an accessible way on a durable data carrier:

- the visiting address of the Entrepreneur's business establishment where the Consumer may lodge complaints;
- the conditions on which and the way in which the Consumer may exercise the right of withdrawal, or a clear notification concerning the exclusion of the right of withdrawal;
- the information on guarantees and existing service after purchase;
- the data included in article 4, paragraph 3 of these conditions, unless the trader has already provided the consumer with these before the execution of the agreement;
- the requirements for terminating the agreement if the agreement has a duration of more than one year or is indefinite.

6. In the case of an enduring transaction, the provision in the previous paragraph shall apply only to the first delivery.

7. Every agreement is entered into under the suspensive conditions of sufficient availability of the of the products concerned.

#### Article 6 - Right of withdrawal

##### *On delivery of products:*

1. When purchasing products, the consumer has the possibility of dissolving the agreement without giving reasons during 14 days. This reflection period commences on the day after receipt of the product by the consumer or a previously designated by the consumer and the entrepreneur representative.

2. During the reflection period the consumer will handle the product and packaging with care. He will only unpack or use the product only to the extent necessary to judge whether he/she wishes to keep the product. If he exercises his right of withdrawal, he will return the product with all Delivered, and - if reasonably possible - in the original condition and packaging to the entrepreneur, according to the reasonable and clear instructions provided by the entrepreneur.

3. Where the consumer wishes to exercise his right of withdrawal, he is obliged to inform the entrepreneur of this within 14 days of receiving the product. The consumer must make this known

by means of the model form or by means of another communication tool such as e-mail. After the consumer has made known to want to use his right of withdrawal, the customer has to return the product within 14 days. The consumer must prove that the delivered goods have been returned on time, for example by means of a proof of sending.

4. If, at the end of the periods stated in paragraphs 2 and 3, the consumer has not indicated that he wishes to exercise his right of withdrawal or has not returned the product to the entrepreneur, the purchase is fact.

*In case of delivery of services:*

1. When services are supplied, the consumer has the possibility of dissolving the contract, without giving reasons, during at least 14 days, starting on the day of entering into the contract.

2. To make use of his right of withdrawal, the consumer will focus on the reasonable and clear instructions provided by the entrepreneur in the offer and / or at the latest on delivery.

Article 7 - Costs in case of withdrawal

1. If the consumer makes use of his right of withdrawal, he shall bear no more than the cost of return shipment.

2. If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible, but at the latest within 14 days after the withdrawal. This is subject to the condition that the product has already been received by the entrepreneur or conclusive evidence of complete return can be provided. Reimbursement will be made via the same payment method used by the consumer unless the consumer expressly consents to a different payment method.

3. If the product is damaged due to careless handling by the consumer himself, the consumer is liable for any reduction in value of the product.

4. The consumer cannot be held liable for a reduction in the value of the product if the entrepreneur has not provided all the legally required information about the right of withdrawal, this must be done prior to the conclusion of the purchase agreement.

Article 8 - Exclusion of right of withdrawal

1. The operator can exclude the right of withdrawal of the consumer for products as described in paragraph 2 and 3. The preclusion of the right of withdrawal shall only apply if the Entrepreneur has clearly stated this fact when making the offer or at least in good time prior to conclusion of the contract.

2. Exclusion of the right of withdrawal is only possible for products:

- that have been created by the entrepreneur in accordance with the specifications of the consumer;
- that are clearly personal in nature;
- that cannot be returned due to their nature;
- that spoil or age quickly;
- whose price depends on fluctuations in the financial market on which the entrepreneur has no influence;
- for individual newspapers and magazines;

- for audio- and video-recordings and computer software of which the consumer has broken the seal;
- for hygienic products of which the consumer has broken the seal.

3. Exclusion of the right of withdrawal is only possible for services:

- concerning accommodation, transport, restaurant business or leisure activities to be performed on a certain date or during a specific period;
- of which the delivery has started with the express consent of the consumer before the reflection period expired;
- concerning betting and lotteries.

#### Article 9 - The price

1. During the period of validity mentioned in the offer, the prices of the products and/or services offered services are not increased, except for price changes due to changes in VAT rates.

2. Notwithstanding the preceding paragraph, the entrepreneur can offer products or services whose prices are subject to fluctuations in the financial market over which the entrepreneur has no influence, at variable prices. This link to fluctuations and the fact that any prices mentioned are recommended prices will be stated with the offer.

3. Price increases within 3 months after the conclusion of the agreement are only allowed if they are the result of statutory regulations or stipulations.

4. Price increases from 3 months after the conclusion of the contract are only allowed if the Entrepreneur has stipulated it and:

- they are the result of statutory regulations or stipulations; or
- the consumer is authorized to terminate the contract on the day on which the price increase takes effect.

5. The prices mentioned in the offer of products or services include VAT.

6. All prices are subject to misprints and typesetting errors. No liability is accepted for the consequences of misprints and typesetting errors. In case of misprints the entrepreneur is not obliged to deliver the product according to the incorrect price.

#### Article 10 - Compliance and warranty

1. The entrepreneur guarantees that the products and / or services meet the agreement, the specifications listed in the offer specifications, the reasonable requirements of reliability and / or usability and the on the date of concluding the contract existing legal provisions and/or government regulations. If agreed, the entrepreneur also ensures that the product is suitable for other than normal use.

2. A guarantee provided by the entrepreneur, manufacturer or importer does not affect the legal rights and claims that the consumer, based on the agreement, can enforce against the entrepreneur.

3. Any defects or wrongly delivered products should be reported to the entrepreneur in writing within two months after delivery. The products must be returned in the original packaging and in new condition.

4. The warranty period of the entrepreneur corresponds to the manufacturer's warranty period. The entrepreneur however is never responsible for the final suitability of the products for each individual application by the consumer, nor for any advice regarding the use or application of the products.

5. The guarantee does not apply if:

- the consumer has repaired and/or modified the delivered products himself or has had them repaired and/or modified by third parties;
- the delivered products have been exposed to abnormal conditions or are otherwise carelessly treated, or are;
- treated or handled contrary to the instructions of the entrepreneur and/or on the packaging;
- the inadequacy in whole or in part is the result of regulations that the government has imposed or will impose on the nature or the quality of the materials used.

#### Article 11 - Delivery and implementation

1. The entrepreneur will take the greatest possible care when receiving and in implementation of product orders and in assessing applications for the provision of services.

2. The place of delivery is the address that the consumer has made known to the company.

3. With due observance of the stipulations in paragraph 4 of this article, the company shall execute accepted orders expeditiously but at least within 30 days, unless the consumer has agreed to a longer delivery period. If delivery is delayed, or if an order is not or only partially partially carried out, the consumer receives them no later than 30 days after the order was placed. The consumer in that case has the right to terminate the contract without cost dissolve the contract without cost. The consumer is not entitled to compensation.

4. All delivery periods are indicative. The consumer may not derive any rights from any delivery periods. Exceeding a term does not entitle the consumer to compensation.

5. In case of dissolution in accordance with paragraph 3 of this article, the entrepreneur will refund the consumer with the amount paid as soon as possible, but at the latest within 14 days after dissolution.

6. If delivery of an ordered product turns out to be impossible, the entrepreneur will make an effort to make a replacement product available. At the latest upon delivery, it will be clearly and comprehensibly reported that a that a replacement product is being delivered. For replacement items, the right of withdrawal cannot be excluded. The cost of any return shipment shall be borne by the entrepreneur.

7. The risk of damage and / or loss of products rests with the entrepreneur until the time of delivery to the consumer or a previously designated person made known to the entrepreneur. Unless expressly agreed otherwise.

#### Article 12 - Duration transactions: duration, termination and extension

##### *Termination*

1. The consumer may contract for an indefinite period and that extends to the regular

delivery of products (including electricity) or services at all times, subject to of the agreed termination rules and a notice of up to one month.

2. The consumer may terminate a fixed-term contract that was concluded for the regular supply of products (including electricity) or services at any time at the end of the fixed-term with due regard for the

The consumer may terminate a contract for a definite period at any time at the end of the fixed term in compliance with the agreed termination rules and a notice of up to one month.  
of up to one month.

3. The consumer can the agreements mentioned in the previous paragraphs:

- terminate at all times and not be limited to termination at a specific time or in a specific period;
- at least cancel in the same way as they were entered into by him;
- always terminate them with the same notice as the entrepreneur has stipulated for himself.

#### *Renewal*

1. A contract for a definite period and that extends to the regular delivery of products (including electricity) or services, may not be tacitly extended or renewed for a fixed period.  
definite period.

2. Notwithstanding the preceding paragraph, a contract for a definite period of time and that extends to the regular delivery of daily or weekly newspapers and magazines may be tacitly extended for a fixed period of up to three months, if the consumer can terminate this prolonged contract towards the end of the prolongation the extension may terminate with a notice of up to one month.

3. A fixed-term contract that has been concluded for the regular supply of products or services, may only be tacitly extended for an indefinite period if the consumer may at all times terminate with a notice of up to one month and a notice of up to three months if the purpose of the agreement is the regular, but less than once a month, delivery of daily news and weekly newspapers and magazines.

4. A contract with a limited duration for the regular supply, by way of introduction, of daily, news and weekly newspapers and magazines (trial or introductory subscription) is not tacitly continued and ends automatically at the end of the trial or automatically at the end of the trial or introductory period.

#### *Duration*

1. If a contract has a duration of more than one year, the consumer at all times after one year may terminate the agreement with a notice of up to one month, unless the reasonableness and fairness resisting the termination against termination before the end of the agreed term.

#### Article 13 - Payment

1. Insofar as not otherwise agreed upon, the amounts owed by the consumer should be paid within 7 working days after the start of the reflection period as referred to in article 6 paragraph 1.  
In case of an agreement to provide a service, this period shall start after the consumer has received the confirmation of the agreement.



2. The consumer has the duty to inaccuracies in data supplied or specified payment immediately to the entrepreneur.

3. In case of non-payment by the consumer, and subject to legal restrictions, the entrepreneur has the right to charge any predetermined reasonable costs incurred to the consumer.

#### Article 14 - Complaints

1. The entrepreneur has a sufficiently publicized complaints procedure and handles the complaint in accordance with this complaints procedure.

2. Complaints about the implementation of the agreement must be submitted to the entrepreneur within two months, fully and clearly described, after the consumer has found the defects.

3. Complaints submitted to the entrepreneur shall be answered within a period of 14 days, calculated from the date of receipt. If a complaint requires a foreseeably longer processing time, the entrepreneur will inform within the period of 14 days with a message of receipt and an indication when the the consumer can expect a more detailed answer.

4. If the complaint cannot be resolved by mutual agreement, a dispute arises that is amenable to the dispute resolution procedure.

5. In case of complaints, a consumer should first turn to the entrepreneur.

If the store is affiliated with Stichting WebwinkelKeur and complaints cannot be resolved by mutual agreement, the consumer should contact Stichting WebwinkelKeur ([www.webwinkelkeur.nl](http://www.webwinkelkeur.nl)), which will mediate free of charge. Check whether this store has a current membership through <https://www.webwinkelkeur.nl/ledenlijst/>. If there is still no solution, the consumer has the possibility to let his complaint be handled by the independent dispute resolution commission appointed by Stichting WebwinkelKeur, the verdict of which is binding and both entrepreneur and consumer agree to this binding decision. To submit a dispute to this dispute committee are costs that consumers must pay to the committee. It is also possible to submit complaints via the European ODR platform (<http://ec.europa.eu/odr>).

6. A complaint does not suspend the obligations of the entrepreneur, unless the entrepreneur indicates otherwise in writing.

7. If the entrepreneur finds a complaint justified, the entrepreneur will, at his discretion, either replace or repair the delivered products free of charge.

#### Article 15 - Disputes

1. Dutch law applies exclusively to agreements between the entrepreneur and the consumer to which these general terms and conditions apply. Even if the consumer lives abroad.

2. The Vienna Sales Convention does not apply.

#### Article 16 - Additional or different provisions

Additional provisions or provisions that deviate from these general conditions may not be to the detriment of the consumer and must be recorded in writing or in such a way that they can be stored by the consumer in an accessible manner on a durable data carrier.