

TERMS & CONDITIONS

MA RE by marie company details:
Chamber of commerce: 34269822
Company VAT: NL239397964B01

MA RE by marie has adopted the General Terms and Conditions of Sale, Delivery and Payment of MITEX (Dutch Association of Retail Traders in the Fashion Industry). The MITEX general terms and conditions were drawn up in December 2002 in consultation with the Dutch Consumer Association within the context of the CZ (Coordinating Group for Self-Regulation) of the SER (Social and Economic Council of the Netherlands) and came into effect on 1 January 2003. A copy of the MITEX general terms and conditions is set out at the end of these (additional) General Terms and Conditions of MA RE by marie.

Article 1: Scope

1. These general terms and conditions (hereinafter: the general conditions) govern all contracts, supplies and other services agreed between the customer and MA RE by marie.
2. By placing an order, the customer agrees to be bound by the general conditions.
3. Unless MA RE by marie has indicated otherwise in writing to the customer, the customer's own general terms and conditions shall not be accepted.

Article 2: Entering into a contract

1. MA RE by marie shall confirm the customer's order by e-mail. Contrary to Article 4.1 of the MITEX general terms and conditions, a contract is created only when payment has been successfully made. MA RE by marie is entitled to refuse, or impose special conditions upon, a supply, subject to giving reasons. If MA RE by marie is unable to clearly establish the customer's permanent or temporary address, an order cannot be accepted.
2. Order processes that for whatever reason have been technically or otherwise disrupted before the payment instructions have been completed are incomplete, even if the customer has received an order confirmation. Such an order will in principle therefore not be delivered. MA RE by marie shall endeavour, however, to contact the customer to complete the payment instructions so that delivery can be made.

Article 3: Prices and costs

1. The contract price is the current price at the moment when an order is placed with the webstore. The prices of articles are quoted inclusive of Dutch VAT (21%).
2. The prices quoted in the webstore are exclusive of postage and administration costs.
3. MA RE by marie is not bound by the terms of its offer in the event that there is any printing, typesetting or programming fault on its website.

Article 4: Fulfilling orders

1. MA RE by marie shall act with the greatest possible care in processing orders for articles.
2. Articles shall be delivered to the address given by the customer to MA RE by marie.
3. MA RE by marie shall dispatch accepted orders as quickly as possible in the order in which they are received.
4. The on the webstore indicated delivery term is approximate only and there is no right to compensation if actual delivery takes longer.

Article 5: Customs, Duties and Taxes

1. The customer is responsible for assuring that the product can be lawfully imported to the destination country. When ordering from MA RE by marie, the recipient is the importer of record and must comply with all laws and regulations of the destination country. Orders that are shipped to countries outside the European Union may be subject to import taxes, customs duties and fees levied by the destination country. The recipient of an international shipment may be subject to such import taxes, customs duties and fees, which are levied once a shipment reaches your country. Additional charges for customs clearance must be borne by the recipient; MA RE by marie has no control over these charges and cannot predict what they may be.
2. It might be a good idea to contact your local customs office for current charges before you order, so you are not surprised by charges you were not expecting.

Article 6: Right to return articles

1. Contrary to Article 5 of the MITEX general terms and conditions the customer is entitled to return any article to MA RE by marie within fourteen (14) days of its delivery, without need to give any reason. You will be refunded for the value of the product(s). Return costs are at own expense.

2. No refund will be made in respect of articles returned to MA RE by marie after the said fourteen-day period.
3. Articles must be returned in accordance with the instructions set out on the packing slip enclosed with the articles.
4. Articles being returned must be in the condition generally accepted for normal use for approval of the articles, such as trying on articles in conventional shops. If a customer wishes to exercise such right to return an article, the article must be returned to MA RE by marie together with everything originally sent with it, in its original state and packaging, in accordance with the clear and reasonable instructions given by MA RE by marie.
5. MA RE by marie is entitled to refuse to accept a returned article or to send it back to the customer if the article appears to have been used, no longer carries the original labels, or reveals damage caused by the customer, or if the customer does not comply with the instructions for returning the article given by MA RE by marie.
6. If for any reason MA RE by marie does not deliver within thirty (30) days, the customer is entitled to a full refund, without any charge.

Article 7: Error in delivery

If MA RE by marie delivers an article different from the one ordered, or if the article is damaged or defective, the customer must notify MA RE by marie of this as soon as possible. MA RE by marie shall reimburse the purchase price plus postage charge.

Article 8: Complaints

1. If a customer wishes to exchange or return an article, it must follow the instructions specified on the packing slip enclosed with the article.
2. Other queries, comments or complaints relating to an order, payment or delivery should be sent in writing to the following e-mail address: info@marebymarie.com.
3. The e-mail message must contain the customer's name, e-mail address corresponding with that in MA RE by marie records, the order number included in the order confirmation and the article number.

Article 9: Minimum age

1. An order will not be accepted by MA RE by marie from anyone under the age of 16.

Article 10: Payment

1. The customer may pay either by credit card or with iDeal. 2. All payments must be made in accordance with the instructions given on the pages of the webstore.

Article 11: Privacy

1. In placing an order, the customer grants MA RE by marie the right to use its personal details where

necessary. These details will be kept only insofar as necessary to achieve the goals for which the details are obtained and processed by MA RE by marie, i.e. for performance of the contract, for marketing purposes and for maintaining contact with the customer.

2. The personal details supplied by a customer will not be passed to any third party for commercial purposes without the customer's express consent. The customer is entitled to inspect and amend these details at any time.

3. In accordance with the Dutch Personal Data Protection Act (Wet bescherming persoonsgegevens), MA RE by marie have notified the Dutch Data Protection Authority (College Bescherming Persoonsgegevens) that it registers personal data. A customer should send any request to inspect its personal data in writing to the following e-mail address: info@marebymarie.com.

Article 12: Disputes

1. Any dispute between MA RE by marie and a customer may be brought by either party before the Disputes Commission for the Textiles and Footwear Sector (Geschillencommissie Textiel en Schoenen). Details of this procedure are set out in Article 15 of the MITEX general terms and conditions.

MITEX GENERAL TERMS AND CONDITIONS OF SALE, DELIVERY AND PAYMENT

Article 1 | DEFINITIONS

a. business: a natural person or legal entity that operates in the textile or footwear retail trade as a member of the MITEX association;

b. consumer: a natural person not acting in the course of a business or profession, who purchases from, or offers for repair to, the business, textile goods or footwear;

c. goods: textile goods and footwear, including other articles relevant to these sectors insofar as these are sold by the business referred to in a. above;

d. MITEX Association: Association of Retail Traders in the Fashion, Sport and Footwear Industry, based in Doorn, the Netherlands;

e. MITEX Guarantee Fund: a foundation established in Doorn, with which the MITEX Association entered into an agreement by notarial deed dated 10 January 1997;

f. The Disputes Commission: Geschillencommissie Textiel en Schoenen, based at Bordewijklaan 46, 2591 ZR The Hague, the Netherlands.

Article 2 | SCOPE

These general terms and conditions govern all purchase contracts and contracts for the making, modifying or repairing of goods concluded between a business and a consumer.

Article 3 | OFFERS

An offer shall remain open for two weeks from the date of receipt of the offer, unless the offer states otherwise or there is agreement to the contrary.

Article 4 | GUARANTEE OF PAYMENT

1. The business is entitled to stipulate in a contract that up to 50% of the purchase price shall be paid in advance. This must be agreed in writing. When payment is made, the business shall provide the consumer with a receipt as proof of payment. In the absence of any written agreement and/or receipt, the amount to be paid, or actually paid, in advance can be proved by all methods available at law.
2. If an advance payment is not repaid to the consumer as the result of a moratorium on payments or insolvency, the MITEX Association shall designate one or more businesses at the request of the consumer that shall perform the agreed contract subject to set-off of the amount paid in advance. The MITEX Association shall notify the consumer of the relevant business(es) as soon as possible, but not later than ten days following receipt of the consumer's request and as far as possible in consultation with the consumer.
3. If it is not possible to perform the contract in the manner specified in section 2, the MITEX Guarantee Fund shall guarantee the refund of the advance payment to the consumer subject to receiving documentary proof of such payment. The MITEX Guarantee Fund shall refund such payment within five days of receiving information that performance of the contract is not possible.
4. In the event of set-off as specified in section 2, or refund as specified in section 3, the MITEX Association (section 2) or the MITEX Guarantee Fund (section 3) shall succeed to the original rights of the consumer, such as with regard to the advance payment made by the consumer.

Article 5 | EXCHANGE

1. Unless agreed otherwise, the consumer is entitled to exchange the purchased goods provided that the following conditions have been met:
 - exchange takes place within 8 days (or within such other period as agreed) of the date of delivery of the goods, and subject to production of the original receipt or invoice;
 - the goods are returned in their original packaging and have not been worn;
2. The provision in section 1 does not apply to goods that have been reduced in price. Nor can bespoke goods be returned, i.e. goods made to the specific instructions of the consumer and goods ordered by the business on the specific instructions of the consumer.

Article 6 | BRIDAL WEAR

1. In principle, the cancellation of a wedding for any reason shall be entirely at the expense and risk of the consumer, and does not release the same from any obligations to the business under the purchase agreement. However, if the consumer is able to demonstrate exceptional or unforeseen circumstances (e.g. the death of one of the couple to be married) this could justify an exception to this rule. In such a case the consumer shall pay the business a reasonable sum as compensation for the loss that the business can show it has incurred.
2. Any additional costs reasonably incurred after the date of the contract in relation to changes to sizes

(e.g. as a result of the pregnancy of the consumer) are entirely the responsibility of the consumer in the event that the wedding dress has already been ordered or cut out.

Article 7 | RETENTION OF OWNERSHIP / RIGHT OF RETENTION

1. The business can retain ownership of all goods. The consumer will only become owner of the purchased goods once he has paid the purchase price and any additionally liability to the business in full.
2. The business can exercise a right of retention if the consumer is in breach of any enforceable obligation, provided that such right of retention is justified.

Article 8 | TERMINATION, OPTION TO CLAIM COMPENSATION AND FORCE MAJEURE

1. Any breach of its obligations by the business gives the consumer the right to terminate the contract in whole or in part, unless the breach is so unusual in nature or of such little consequence that termination and the consequences thereof would not be justified. If compliance is not permanently or temporarily impossible, the right to terminate only arises once the party in breach is in default.
2. If the business is in default, the consumer may give it written notice of his wish to receive compensation instead of requiring performance of the contract. This option is not available if the breach is of such little consequence that such option would not be justified.
3. 'Force majeure' means here any breach for which the business cannot be held liable. Liability is not established if the breach is not the fault of the business or if, according to any law, transaction or current business practice, the breach cannot be attributed to the business.
4. The consumer shall be notified by the business in writing as soon as possible of any situation of force majeure unless the business does not know, and cannot reasonably be expected to know, the consumer's address.

Article 9 | DELIVERY PERIOD

1. Goods are deemed to have been delivered when they have been handed over by the business to the consumer or are ready to be handed over if, following written notice of default, they are still refused. Following delivery, the risk attached to such goods passes to the consumer.
2. The delivery period indicates a deadline for delivery, unless the parties have agreed otherwise.
3. If a delivery period is exceeded, but cannot be regarded as a deadline, the consumer should send written notice of default to the business, specifying a further reasonable period for compliance with the terms for delivery. If the business still fails to deliver the goods within this further period, the consumer is entitled to terminate the contract without the need for a court order, and/or to claim compensation.
4. If delivery is not made by the deadline, the consumer is entitled to terminate the contract without the need for notice of default or court order and/or to claim compensation.
5. Notice of default is not required if the delivery has become permanently impossible or it is otherwise evident that the business will be unable to comply with its contractual obligations.

Article 10 | GUARANTEES

1. The business guarantees that the goods delivered comply with the terms of the contract and also that the goods delivered are, having regard to all the circumstances, fit for the purpose for which they are normally used and fit for any special purpose, if such purpose was agreed in advance.
2. The business does not provide any guarantee, however, in respect of defects to any goods occurring after delivery as a result of inappropriate use, lack of care or any alteration made to any item by the consumer or any third party. Nor does the business guarantee compensation for any loss arising from such defects.
3. Notwithstanding the provisions in sections 1 and 2 above regarding trade guarantees issued by the business, the consumer retains all rights to guarantees created by law.

Article 11 | PAYMENT

1. The amount owed to the business should be paid in full upon delivery in exchange for proof of payment, unless the parties have agreed otherwise.
2. If an invoice is sent, the payment term shall be a maximum of fourteen days after receipt of the invoice by the consumer, unless another payment term has been agreed. The consumer is automatically in breach if payment is not made within this payment term.
3. If the consumer is in breach, the business shall send him a payment reminder referring to the breach and allowing him a further period of fourteen days following receipt of this reminder to pay the amount owed.
4. If the consumer remains in breach of his obligation to pay, the business is entitled to enforce payment of the debt without further notice or warning.

Article 12 | STATUTORY INTEREST AND EXTRAJUDICIAL COSTS

1. In the event of non-payment of a debt within the payment period the other party is entitled to charge statutory interest on the debt as from the date that the breach arises pursuant to Articles 9 and 11 of these general terms and conditions up to the date of payment in full.
2. Any extrajudicial collection costs reasonably incurred by one party shall be paid by the other party.

Article 13 | CONSEQUENCES OF TERMINATION

Following termination of a contract the parties should immediately reverse the part-performance of the contract made by each, such as the refunding of an advance payment. The business is entitled to deduct from the purchase price to be returned a reasonable sum in respect of the use of the goods insofar as they have been used by the consumer.

Article 14 | COMPLAINTS

1. A complaint about any defect in any purchased goods or other defect in the performance of the

contract should be notified to the business as soon as possible and no later than two months from the date on which such defect was discovered.

2. The consumer should preferably notify the business of its complaint in writing.

3. Before being able to exercise his right to complain, the consumer must, at the request of the business, establish that the contract to which the complaint relates is a binding contract with this business. The consumer is advised to keep proof of purchase or proof of handing over for repair of the goods, or proof of an order to make the goods.

Article 15 | DISPUTES

1. Any dispute between the consumer and the business concerning the creation or performance of a contract for the supply of goods by this business can be brought either by the consumer or the business before the Geschillencommissie Textiel en Schoenen, (the Disputes Commission) Bordewijklaan 46, 2591 ZR The Hague.

2. The judgment of the Disputes Commission is binding upon both parties.

3. A dispute will only be heard by the Disputes Commission if the consumer has first referred his complaint to the business within the time limit referred to in Article 14 and the consumer also satisfies the conditions set out in the Dispute Commission's regulations.

4. The consumer must bring his complaint in writing before the Disputes Commission within three months of having reported his complaint to the business, specifying the names and addresses of both the consumer and the business, and giving a clear description of the dispute, the date that the complaint was made to the business and the nature of the consumer's claim. If the Disputes Commission takes up the complaint, the business is bound by this choice and has no right of appeal to an ordinary court in respect of this dispute.

5. The Disputes Commission is not entitled to hear a dispute that pertains solely to non-payment of an invoice. If the consumer has not paid an invoice on time, the business is entitled to bring a claim before the ordinary courts.

6. If the consumer brings a dispute before the Disputes Commission, the latter will not deal with the dispute until the consumer has placed any (remaining) liability to the business on deposit with the Disputes Commission, unless the parties agree otherwise.

7. If the business brings a dispute before the Disputes Commission, the latter will not deal with the dispute until the consumer has received a written request from the business to confirm in writing within a month thereafter that he agrees to be bound by the judgment of the Disputes Commission. The business should also give notice that after expiry of this period it shall consider itself free to submit the dispute to the ordinary courts. The dispute shall then be heard by the Disputes Commission as though it were a dispute submitted by the consumer himself, notwithstanding that the business shall pay the fee for bringing the complaint.

8. A fee is due for a complaint to be heard before the Disputes Commission.

9. Further information about the complaint's procedure is set out in the Reglement Geschillencommissie

Textiel en Schoenen (the Dispute Commission's regulations) sent to the parties once a dispute has been initiated.

Article 16 | DUTCH LAW

All contracts to which these general terms and conditions are subject, shall be interpreted according to Dutch law.

Article 17 | GUARANTEE FOR COMPLIANCE

1. The MITEX Guarantee Fund and the MITEX Association assume the obligations of a member towards the consumer imposed by a judgment of the Disputes Commission if the member has not complied with such obligations within the period specified in the judgment. The MITEX Guarantee Fund shall assume such obligations relating to financial payments and the MITEX Association shall assume all other obligations and designate one or more businesses to perform the contract. If the judgment is submitted to a court of law within two months of its date for examination, reliance on the compliance guarantee shall be suspended until such time as the court ruling has become final and conclusive.
2. This guarantee requires that the consumer submits a written claim to the MITEX Guarantee Fund with regard to a payment or the MITEX Association with regard to other obligations.
3. After fulfilment of the obligations referred to in section 1 above, the MITEX Guarantee Fund or MITEX Association, as appropriate, shall succeed to the rights of the consumer arising from the original contract.

Article 18 | EXCEPTIONS

Any individual exceptions, including additions and extensions, to these general terms and conditions, should be agreed in writing between the business and the consumer.

Article 19 | AMENDMENTS

Any amendments to these general terms and conditions can only be effected in consultation with the Dutch Consumer Association (Consumentenbond).