

General Terms and Conditions

Alchemist Fashion

Article 1. Definitions

- 1.1 In these General Terms and Conditions the following words shall have the following meaning, unless expressly stated otherwise or the context otherwise requires:
- a. Alchemist Fashion: the User of these General Terms and Conditions: Alchemist Caroline Mewe, registered at Amsterdam, Koningin Wilhelminaplein 8, registered with the Chamber of Commerce under "KvK" number 33.18.26.55;
 - b. Agreement: the agreement concluded through the Website
 - c. Customer: the natural person acting for purposes other than the exercise of his professional or business activities and that concludes an Agreement with Alchemist Fashion through the Website;
 - d. Product: the product offered by Alchemist Fashion through the Website;
 - e. Website: the Website www.alchemistfashion.com.

Article 2. General

- 2.1 The General Terms and Conditions contained herein apply to all Agreements between Alchemist Fashion and Customer concluded through the Website.
- 2.2 Any deviations to these General Terms and Conditions are valid only if agreed in writing or by email.
- 2.3 In case different conditions have been agreed for certain subjects covered by these General Terms and Conditions, these General Terms and Conditions will remain applicable to any remaining parts of the Agreement. Deviations agreed shall never apply to more than one Agreement.
- 2.4 In case one or more provisions of these General Terms and Conditions are void or declared invalid, the remaining provisions of these General Terms and Conditions shall remain in full force and effect. The void or invalid provisions shall be replaced by Alchemist Fashion, taking into account the purport and intention of the original provision(s) to the extent as possible.

Article 3. Offer

- 3.1 Offers are free of engagement.
- 3.2 The offer of Alchemist Fashion on its Website is valid as long as stocks last.
- 3.3 Offers do not automatically apply to future Agreements.
- 3.4 Apparent errors or mistakes in the offer on the Website are not binding on Alchemist Fashion.
- 3.5 The Product range offered on the Website is subject to change.

Article 4. Account

- 4.1 Customer can create an account through the Website. For that purpose Customer needs to complete and send in the online registration form. After the account registration has been successfully concluded, Alchemist Fashion will immediately send Customer a confirmation of registration by email.
- 4.2 Customer undertakes to provide his correct name, address and other information requested during registration. Alchemist Fashion is not responsible for errors as a result of incorrect information provided.
- 4.3 The account is personal and non-transferrable.
- 4.4 Customer is at all times responsible for his account on the Website and his log in information. Customer shall carefully keep his log in information to himself and shall in no case disclose said log in information to any third parties.
- 4.5 Creating multiple accounts is prohibited.

Article 5. Website

- 5.1 Alchemist Fashion does not guarantee that the Website will perform without any interruptions or errors or that all errors will be corrected.
- 5.2 Alchemist Fashion has the right to modify the Website at any point in time

Article 6. Conditions for use

- 6.1 When using the Website Customer shall act in such a way as may be expected from a responsible internet user exercising due care.
- 6.2 Customer is prohibited from circumventing or crack the security applications of the Website.
- 6.3 Customer is prohibited from using the Website in such a way that it affects the proper performance of computer systems of Alchemist Fashion or any third parties or that other users of the Website are interfered with respectively restricted as a result of that.

Article 7. Prices and shipping

- 7.1 Any prices stated on the Website are expressed inclusive of btw, exclusive of shipping and exclusive of any import duties.
- 7.2 Shipping costs are clearly stated to Customer before Customer can confirm the order.
- 7.3 Alchemist Fashion has the right to modify its prices from time to time.

Article 8. Conclusion of Agreement

- 8.1 The Agreement is concluded after Customer has completed the entire order process through the Website and has clicked the button "Order subject to payment obligation".
- 8.2 The Agreement shall not be concluded through the Website until after Customer has clicked the button confirming that he has approved of these General Terms and Conditions.
- 8.3 After the Agreement has been concluded through the Website, Alchemist Fashion will immediately send Customer a confirmation by email. This confirmation email will contain the order number and other information of Customer's order. In case Customer has not received a confirmation email from Alchemist Fashion, Customer needs to contact Alchemist Fashion's customer service.

Article 9. Payment

- 9.1 Customer is offered the following payment options:
 - a. iDEAL;
 - b. Credit card (Mastercard and VISA)
 - c. prior to delivery: by transfer of the invoice amount to the IBAN account of Alchemist Fashion;
 - d. after delivery: by transfer of the invoice amount to the IBAN account of Alchemist Fashion.
- 9.2 In case of delivery on account, Customer is obliged to pay the invoice amount within the term of payment stated in the invoice.
- 9.3 In case Customer does not pay in time a reminder shall be sent to Customer, requesting Customer to pay the outstanding invoice within a reasonable time. In case Customer does not pay the invoice within the time stated in the reminder, Customer shall be sent a demand for payment. In case Customer does not comply with this demand for payment, Alchemist Fashion may pass the claim on to a collection agency or bailiff firm for collection. From the time at which Customer is in default until the time of payment of the entire outstanding amount Customer shall be charged legal interest. Costs of collection shall be charged to Customer in accordance with the Dutch Extrajudicial Collection Cost Regulation.

Article 10. Delivery and term of delivery

- 10.1 The Product will be sent to the address provided by Customer.
- 10.2 The term of delivery provided cannot be considered a final deadline.
- 10.3 In case Alchemist Fashion is not able to deliver the Product within 30 days of conclusion of the Agreement, Alchemist Fashion shall inform Customer of this by email and Customer will have the right to cancel the Agreement free of charge, unless a longer term of delivery has been expressly agreed with Customer. In case Customer cancels the Agreement, Alchemist Fashion will repay any amounts already paid within 14 days after cancellation.
- 10.4 The risk in the Product passes to the Customer at the time at which Customer has received the Product.
- 10.5 Customer himself is liable for any import duties, customs formalities and taxes in connection with the Product.

Article 11. Assembly

- 11.1 In case Alchemist Fashion assembles the Product at Customer's location an appointment for assembly will be made with Customer.
- 11.2 Customer himself is responsible for the fact that the location at which the Product must be assembled, is suitable for this purpose.
- 11.3 Alchemist Fashion shall charge any assembly costs to Customer only if Customer has expressly approved these assembly costs.

Article 12. Right of Withdrawal

- 12.1 Customer has the right to cancel the Agreement without stating reasons during 14 days. This term commences at the time at which Customer has received the entire order from Alchemist Fashion. Customer will be informed of this right of withdrawal either by email prior to delivery, or in writing on delivery of the Products ordered.
- 12.2 In case Customer wishes to invoke his right of withdrawal, Customer must expressly notify Alchemist Fashion of this within 14 days after receipt of the entire order. Customer will be provided the "withdrawal model form" which Customer can use in case he wishes to cancel the Agreement.

- 12.3 After Customer has invoked his right of withdrawal, Customer is required to return the Product to Alchemist Fashion within 14 days, subject to the condition that it is not used, not damaged and not modified, and - if reasonably possible - in its original packing. Customer is allowed however, to fit the Product being clothing or to try on the Product being an accessory.
- 12.4 Customer may also return the Product to Alchemist Fashion within the withdrawal term as described in article 12.1 without first notifying Alchemist Fashion that Customer invokes his right of withdrawal. In that case Customer is required to enclose in the return shipment the "withdrawal model form" or a similar unequivocal statement to the effect that Customer invokes his right of withdrawal.
- 12.5 Customer is obliged to affix sufficient postage to the parcel to be returned by Customer.
- 12.6 If the Products returned are damaged, incomplete or if they have been used, the amount which Alchemist Fashion will repay to Customer in accordance with article 12.9 will be reduced by the amount of this damage.
- 12.7 In case Customer cancels the Agreement in accordance with this article the shipping costs for the return shipment of the Product will be borne by Alchemist Fashion.
- 12.8 The risk in the return shipment lies with Customer, unless the Product is collected from Customer by Alchemist Fashion.
- 12.9 In case of cancellation as described in this article Alchemist Fashion will refund any amounts already paid (purchase price + shipment for delivery and return shipment of the Product) within 14 days after Customer has invoked his right of withdrawal.
- 12.10 Customer will be sent a document, named "Information with respect to the exercise of right of withdrawal" in which the procedures concerning the right of withdrawal are explained to Customer.

Article 13. Return address

- 13.1 Products must be returned to the following address:
Alchemist Caroline Mewe
p.a. CB-Fashion
Grasbeemd 5
5705 DE HELMOND
Nederland

Article 14. Conformity

- 14.1 Alchemist Fashion guarantees that the Products comply with the Agreement, the specifications stated in the offer, as well as the reasonable demands concerning quality and/or usability and the legal provisions and/or government regulations existing at the time of conclusion of the Agreement.
- 14.2 In case the Product supplied does comply with the Agreement, Customer must contact Alchemist Fashion's customer service within 2 months after Customer has discovered the defect.
- 14.3 In case Alchemist Fashion has supplied a defective Product, Alchemist Fashion will credit and repay the invoice amount of the Product to Customer or, in case Customer wishes, a new Product will be sent to Customer.
- 14.4 For the purpose of inspection whether the Product is defective, Alchemist Fashion may demand from Customer that Customer returns the Product to Alchemist Fashion, costs to be borne by Alchemist Fashion.

Article 15. Liability

- 15.1 Information and services mentioned on the Website may contain technical mistakes and/or typographical errors. Alchemist Fashion is not liable for such errors and/or mistakes.
- 15.2 The operation of the Website may be interrupted by for instance a malfunction or maintenance. Alchemist Fashion is not liable for damage in case of temporary unavailability of the Website.
- 15.3 Alchemist Fashion can never guarantee that the information on the Website is correct. Alchemist Fashion will make every effort to ensure that the accuracy of this information is as consistent as possible. Outside influences, for instance as a result of hackers, are always possible and may lead to distorted information. Alchemist Fashion is not liable for this distorted information.
- 15.4 Alchemist Fashion is not liable for damage of whatever kind caused by Alchemist Fashion acting upon incorrect and/or incomplete information provided by Customer.
- 15.5 Alchemist Fashion can in no way be made liable for the loss of a user name and password used by Customer. For that reason Alchemist Fashion cannot be made liable in case any unauthorized third parties use Customer's log in codes.
- 15.6 The colours shown by Customer's screen may differ from the actual Product colours. Alchemist Fashion is not liable for any minor colour differences.

- 15.7 Alchemist Fashion is not liable for any accidents involving or caused by the Product or damage caused to the Product as a result of for instance incorrect use, use not in accordance with the instructions for use or as a result of incorrect assembly or installation of the Product by Customer or any third parties engaged by Customer.
- 15.8 Alchemist Fashion is not liable for loss or distortion of information due to transmission of the information by telecommunication facilities.
- 15.9 Alchemist Fashion does not accept any liability towards Customer for indirect or consequential damage, including but not limited to loss of information, profit, turnover or savings.
- 15.10 In case Alchemist Fashion is liable for any for any damage, the liability of Alchemist Fashion is limited to the amount of the payment made by the insurer of Alchemist Fashion. In case the insurer does not pay in any given case or the damage is not covered by the insurance, the liability of Alchemist Fashion is limited to the invoice amount or that part of the Agreement to which this liability applies.
- 15.11 The limitations of liability for direct damage contained in these General Terms and Conditions do not apply in case damage is caused by intent or deliberate recklessness on the part of Alchemist Fashion or its subordinates.

Article 16. Force Majeure

- 16.1 Alchemist Fashion is not obliged to observe any obligations under the Agreement or to pay any damages in case of Force Majeure. Force Majeure shall in any case include: non-attributable failure in performance on the part of third parties engaged, virus infection and unauthorized access by third parties, traffic obstructions, weather influences, internet malfunctions, power interruptions, fire, theft, government measures and any other situation beyond the (decisive) control of Alchemist Fashion.
- 16.2 In case Alchemist Fashion knows or suspects that it will be prevented to supply (part of the) order due to Force Majeure, Alchemist Fashion will inform Customer of that as soon as possible by email. In such a case article 10.3 applies.

Article 17. Customer service and complaints

- 17.1 For questions about the order or submitting any complaints Customer can contact Alchemist Fashion's customer service. Alchemist Fashion's customer service is available in the following ways:
through telephone, number 020-6156900 during business hours
through email: address.customerservice@alchemist-fashion.com
- 17.2 If possible, questions by telephone will be answered immediately. If that is not possible, Customer will be informed of the term within which Customer may expect a reply.
- 17.3 After every question and/or complaint submitted by email, which cannot be responded to immediately, a confirmation of receipt will be sent to Customer, containing the term within which Customer may expect a reply.
- 17.4 Complaints are settled by Alchemist Fashion in any case within 30 days.

Article 18. Privacy

- 18.1 Alchemist Fashion processes personal information in accordance with the Dutch Data Protection Act.

Article 19. Applicable law and competent court

- 19.1 Any rights, obligations, offers and Agreements to which these General Terms and Conditions apply, are governed by Dutch law exclusively.
- 19.2 Any disputes between Customer and Alchemist Fashion shall be submitted to the jurisdiction of the competent court of law in the district in which Alchemist Fashion has its registered place of business. After Alchemist Fashion has informed Customer in writing that it wishes to invoke this condition, Customer has the opportunity during one month to opt for settlement of the dispute by the court that is competent by virtue of the law.