

Terms Biko 020

General.

1.1 These terms and conditions set out herein (the “Terms”) apply to all orders placed by the customer (hereinafter referred to as: “you”) with Biko 020 (hereinafter referred to as: “Biko 020”, “us ” or “we”), at our website www.biko020.com (hereinafter referred to as: “our Website”).

1.2 By using our website and/or placing an order, you agree to be bound by the Terms. We advise to read the Terms carefully before placing any orders on our Website. We may modify the Terms from time to time. The version of the Terms that will apply to your order will be those on our Website at the time you place your order. If you do not agree to any change to the Terms then please immediately stop using our Website.

1.3. You must have a residential address in a country listed below to make an order. We do not ship to the overseas territories marked as ‘excl.’ in brackets below.

Austria

Belgium

Czech Republic

Denmark (excl. Faroe Island and Greenland)

Finland (excl. Aland Island)

France (excl. Guadeloupe, Martinique, Guyana , Réunion , New Caledonia, French Polynesia, Wallis and Futuna, Mayotte, Saint-Martin, Saint Barthélemy, Saint-Pierre and Miquelon, French Southern and Antarctic Lands)

Germany (excl. Island Helgoland and area of Busingen)

Hungary

Ireland

Italy (excl. Campione d'Italia, Livigno, San Marino and Vatican City)

Poland

Portugal (excl. Madeira, Azores)

Slovakia

Slovenia

Spain (excl. Canary Islands, Ceuta and Melilla)

Sweden

The Netherlands (excl. Aruba, Curacao, Sint Maarten, Bonaire, Saba and Sint Eustatius)

United Kingdom (excl. Jersey, Guernsey, Isle of Man, Anguilla, Bermuda, British Antarctic Territory, British Indian Ocean Territories, British Virgin Islands, Falkland Islands, Gibraltar, Cayman Islands, Montserrat, Pitcairn Islands, St Helena, Ascension, Tristan da Cunha, Sovereign Base Areas of Akrotiri and Dhekelia, South Georgia and the South, Sandwich Islands and Turks- and Caicos Islands)

1.4 In order to shop on our Website, you must be at least 18 years old and not under guardianship.

1.5 Our Website only offers products which we have in stock and which are published on our Website. Not all products will be available; we reserve the right to discontinue any product at any time.

2. Prices and charges.

The prices displayed on our Website include vat but do not include a delivery charge. If the vat rate applicable on the date of your order is changed after the order has been made, the change will be reflected in the price of items without you being notified. Prices may change.

The delivery charge for each order/delivery method is clearly indicated during the check-out process. If we are unable to deliver your order in full and have to make more than one delivery, there will be an additional charge for any subsequent deliveries.

3. Order.

The information on how to order and ordering options available to you are indicated on our Website. Once you have placed your order, if you have supplied us with your proper email address, you will receive an email confirmation. If for any reason we are unable to fulfil your order, we will let you know as soon at the earliest chance. If we have already received payment for this order, we will attempt to refund the applicable amount using the same method used to make the payment. Sometimes alternative arrangements may be necessary, in which case we will contact you to settle the refund.

4. Delivery

We will take the greatest of care to be as accurate as possible when receiving and dispatching orders. We always endeavor to deliver your order to a residential address, post office or pick-up location. Please note the locations mentioned in article 1.3 where to we cannot ship/deliver. If your order does not arrive by the scheduled date, please call us.

We will dispatch the approved orders as quickly as possible and in the order that they have been received. Depending on delivery method and time of placing the order, delivery normally takes about 1 – 7 working days (Monday – Friday).

Delivery times may vary depending on where the order is to be delivered. Occasional delays may occur during peak periods or in the case of unexpected events. At the latest, orders will be delivered within a thirty days window from placing the order. In the unlikely event that your delivery time exceeds 30 days, you may cancel your order.

Before you place your order, you will be informed of the expected delivery details. Delivery charges will be displayed at the checkout. If you have given us your email address, you will receive a confirmation with your expected delivery details.

5. Withdrawal.

5.1 You have the right to cancel the order or return your purchases within a period of 14 calendar days after the day of delivery of the products, without any obligations from your side, provided that delivery charges will not be refunded.

5.2 If you wish to cancel the order or return your purchases, please provide us with notice in writing either by post, preferably by using the pre-printed return form in your parcel, or via email to our address indicated in our Website. You can also fill in and submit the standard form issued by your local Consumer Rights Authority. In each case, it must be sent within the 14 day period as outlined in article 5.1 above. After this, you then have an additional 14 day period to return the items to us as set out in article 6 below. We will then provide asap a refund, attempting to use the same method that you used to make the payment (or, if the items have not yet been paid for, reflect the return of the items in your account balance). At the latest, the refund will be given within 14 days of receiving your notice of cancellation, as long as we have received the items or evidence of you having sent them back. Another payment method may be used for the refund.

5.3 If the product you have received is faulty, please notify us asap and return the relevant product in accordance with article 6. For any product that we do find to be faulty, we will always provide a full refund. The provisions outlined herein do not limit any applicable statutory rights.

6. Returns.

We guarantee either a full refund or to replace any items as long as you to treat the product and its packaging with care - please return products undamaged and unused, with all our labels and tags intact. This means that the products should not have been damaged, soiled, washed, altered or worn (other than to try the item on).

When we have approved your returned product, the return cost will be deducted from your refund. All products returned should include the completed return note with an order reference number and your contact details.

Unidentified returns may not be eligible for a refund. We suggest that you use the original packaging if possible. Please hand the parcel in at your collection point or post office. You are liable for damage to the products until we receive them at our warehouse, so in case of a dispute, we recommend that you keep the collection point receipt as proof of postage.

7. Payment terms.

You can pay for the products in various ways (no cash or cheques):

- Credit card.

You can enter your payment details at the time that you place your order using a valid credit card (VISA or Mastercard). The applicable amount will be immediately reserved on your card but will not be debited until the products have been dispatched. We reserve the right to check the validity of the credit card, its credit status in relation to the order value and whether the address data of the purchaser is correct. We may refuse orders depending on the result of these checks.

- PayPal

When paying by PayPal, we reserve the right to check the validity of the PayPal account, that there are enough funds to cover the purchase sum and validate the billing address details of the purchaser. We reserve the right to

deny any purchase. Your PayPal account will only be debited after your order has been dispatched from our warehouse. The currency used is Euro (€).

8. Liability.

We are not responsible for direct and for indirect losses which are a side effect of the main loss or damage, for example loss of profits or loss of opportunity; or for failure to deliver the products or to meet any of our other obligations under the Terms where such failure is due to an event that is beyond our reasonable control (force majeure). Nothing in the Terms shall exclude or limit our liability with regard to any matter for which it would be unlawful for us to limit or exclude our liability.

We do not seek to exclude liability for fraudulent misrepresentation by us or our employees or agents. If we breach these Terms, we shall only be liable for losses which are a reasonably foreseeable consequence of such breach.

Our maximum liability to you for any loss or damage arising in connection with your order on our Website shall always be limited to the total price of your order.

9. Guarantee.

We have made every effort to display as accurately as possible the colors and composition of our products that appear on our Website. If there are color differences between the colors shown on our Website on your computer and the actual colors of the products, this may be due to the color reproduction on your computer.

If there are faults or defects in the products that you have purchased from our Website, we shall comply with all statutory Dutch guarantee regulations. If you have a complaint regarding obvious material or manufacturing faults in products that we have supplied, including damage incurred in transit, please let us know by returning the products to us in accordance with article 6.

10. Various.

10.1 If any part of the Terms is disallowed or found to be ineffective by any court or regulator, the other Terms shall continue to apply.

10.2 We shall do our utmost to settle any dispute by mutual consultation. The Amsterdam court shall have exclusive jurisdiction over any unsolvable disputes we may have. The Terms and any related agreement, order etc. are governed by the Laws of the Netherlands.

10.3 All intellectual property rights, such as trademarks and copyrights, vested on the products and used on our Website are and remain exclusively with us or our licensors. Any use of our Website or its contents, including copying or storing such content in whole or part, other than for your own personal, non-commercial use, is prohibited without our explicit prior written approval.

10.4 If you have questions, complaints or any concern regarding your online purchase or our Website you can call or email us:

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Biko020

De Ruyterkade 124
1011 AB Amsterdam
Tel: 06 14 06 83 56
info@biko020.com

KvK: 68485859

VAT number: NL 547756215 B01

10.5 We use your data for the necessary processing and invoicing of your order. The data that we collect from you is stored within the European Economic Area. We process your data in accordance with the laws relating to data protection applicable in The Netherlands. We do not sell, distribute or rent the data to third parties other than those relating to the processing of your order or possible debt collection measures. You have the right to review, rectify or erase your data; for this purpose, please make a request in writing to the above said address.