

## **TERMS AND CONDITIONS**

### **Introduction**

This website is operated by Dilly. Throughout the Site, the terms “I”, “we”, “us” and “our” refer to Dilly. Dilly offers this website, including all information, tools and services available from the Site to you, the User, conditioned upon your acceptance of all terms, conditions, policies and notices stated here. Please read these terms and conditions carefully before accessing or using our website.

These Terms and Conditions are exclusively construed in accordance with and governed by Dutch law.

Our store is hosted on Shopify Inc. They provide us with the online e-commerce platform that allows us to sell our products and services to you.

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### **Article 1. Definitions**

**Agreement:** any arrangement or agreement between Roza Dilan and the Consumer for the purchase of products, of which the Terms and Conditions form an integral part.

**Consumer:** any (legal) person acting in the performance of a profession or business who enters into an Agreement with Roza Dilan.

**Terms and Conditions:** these terms and conditions of Roza Dilan.

**Products:** the product(s) as offered on the Site.

**Site:** the website [www.shopdilly.com](http://www.shopdilly.com) and all of its sub-domains.

**User:** any individual visitor to the Site or recipient of specific content such as ads, e-mail or newsletters in relations to Dilly.

## **Article 2. Applicability of the Terms and Conditions**

**2.1** By accessing or using any part of the Site and/ or purchasing something from it, you agree to be bound by these terms and conditions, including those additional terms, conditions and policies referenced herein and/or available by hyperlink.

**2.2** These terms and conditions apply to all Users of the Site, including without limitation Users who are browsers, vendors, customers, merchants, and/ or contributors of content.

**2.3** Any new features or tools which are added to the current store on the Site shall also be subject to the terms and conditions. You can review the most current version of the Terms and Conditions at any time on this page.

**2.4** We reserve the right to update, change or replace any part of these Terms and Conditions by posting updates and/or changes to the Site. The continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

## **Article 3. Conclusion of the Agreement**

**3.1** Any digital content, product or service offered on the Site contains a complete and accurate description of that being offered. The description is sufficiently detailed to enable the Consumer to make a proper assessment of the purchase. The illustrations will be a true representation of the product and/or service being offered. Roza Dilan is not bound by obvious errors or mistakes in the offer.

**3.2** Every offer contains information that makes it clear to the Consumer what rights and obligations are related to the acceptance of the offer.

**3.3** The contract will be concluded at the moment at which the Consumer accepts the offer (clicking the “Complete order” button on the check-out page) and the conditions thereby stipulated have been fulfilled.

**3.4** If the Consumer has accepted the offer electronically, Roza Dilan will immediately confirm receipt of acceptance of the offer electronically. The Consumer can dissolve the agreement as long as this acceptance has not been confirmed by Roza Dilan.

**3.5** If it is found that, in accepting or otherwise entering into the agreement, the Consumer has provided incorrect data, Roza Dilan will have the right to suspend its obligations until the correct data has been received from the Consumer.

**3.6** Roza Dilan expressly reserves the right to reject a Consumer’s order without stating reasons.

**3.7** Roza Dilan prohibits the sale of products by unauthorized resellers and does not sell or supply products to unauthorized resellers. An order placed by an unauthorized reseller will be rejected without stating reasons and the concerning Consumer may be excluded by Roza Dilan from the Site.

**3.8** Roza Dilan reserves the right to refuse service to anyone for any reason at any time.

#### **Article 4. Execution of the Agreement**

**4.1** As soon as Roza Dilan has received an order and has confirmed the acceptance thereof, it will hand over the product(s) to the shipping company. The shipping company will deliver the product(s) to the Consumer.

**4.2** Roza Dilan is not liable for any delay in the delivery process.

**4.3** Roza Dilan is authorized to engage any third parties in the fulfilment of its obligations under Article 3.

**4.4** The Site includes information describing the manner of delivery of the products and an estimation of the term in which the products will be delivered to the shipping company.

**4.5** If the delivery company is unable to deliver the product within two (2) months after the product has been handed over by Roza Dilan, the Consumer has the right to either agree to a new delivery date or to dissolve the Agreement without incurring any costs, and the Consumer will receive a refund for any Products paid for that have not been received.

**4.6** Roza Dilan advises the Consumer to inspect the product upon receipt and to report any defects within fourteen (14) days after delivery by email. If no notification is received within fourteen (14) days, the Consumer agrees it is forever barred from bringing a claim for loss, damage, or other relief relating to such defects.

**4.7** As soon as the Product has been delivered to the delivery address submitted by the Consumer, the risk of the product fully transfers to the Consumer, without prejudice to any rights consumers may have.

**4.8** If the ordered product is out of stock or can no longer be supplied for any other reason, Roza Dilan may cancel the order without compensation to the Consumer by notifying the Consumer of such a cancellation.

## **Article 5. Right to Withdrawal**

**5.1** The Consumer has the right to return the product within fourteen (14) days after the product has been delivered to the Consumer, without a stated reason.

**5.2** The Consumer must bear the shipping costs for returning the product to Roza Dilan. In case a product has been returned within the stated fourteen (14) day time period, the Consumer will be reimbursed for the shipping costs of their next order.

**5.3** The Consumer must inform Roza Dilan of their wish to return the product(s) by sending an e-mail to [info@shopdilly.com](mailto:info@shopdilly.com) within the aforementioned period of fourteen (14) days after the product has been delivered to the Consumer. This notification must at least include the following information: order number, order date, name, e-mail address and delivery address.

**5.4** Insofar reasonably possible, returned products must be unused, undamaged and returned in its original packaging. Returned products that do not satisfy all of the aforementioned

conditions, will not be accepted.

**5.5** The Consumer is responsible for the chosen shipping method for the return of the product. The risk of the product will transfer to Roza Dilan when Roza Dilan has received the product. This means that Roza Dilan is not responsible for any returns which are (for example) lost and/or damaged during transport when being returned. We therefore advise you to: choose registered shipping, request tracking information and/or insure the package containing the returned product(s).

**5.6** Roza Dilan will confirm receipt of the returned product upon receipt. Within thirty (30) days upon receipt of the returned product, Roza Dilan will refund the purchase price to the Consumer.

## **Article 6. Prices and Information**

**6.1** Prices of our products and services are subject to change without notice.

**6.2** Prices stated in offers for products include VAT and other taxes imposed by the Dutch government. This does not include import taxes for shipping outside of The Netherlands. The Consumer is responsible for any costs incurred due to import and any other taxes imposed by the local government.

**6.3** Roza Dilan may offer products and services at variable prices, in cases where these prices are subject to fluctuations in the financial and precious metal market over which Roza Dilan has no influence. Offers made by Roza Dilan are therefore only valid for one (1) hour. Pricing on the Site is for informational purposes only.

**6.4** Any costs associated with shipping services are clearly stated on the Site before the Agreement is concluded. The shipping costs will be displayed separately in the ordering process.

**6.5** If Roza Dilan accepts and processes the Consumer's order where a pricing error is obvious and unmistakable and could reasonably have been recognised by the Consumer as a mispricing, Roza Dilan may end the Agreement, refund any sums paid and require the return of any products provided.

**6.6** The images of the products on our website are for illustrative purposes only. Roza Dilan is not liable for any deviations between the appearance of the actual product and the appearance of the product as displayed on the Site.

## **Article 7. Payment**

**7.1** The Consumer shall pay the amounts due to Roza Dilan in accordance with the ordering process and through the payment method selected on the Site. Roza Dilan is free to offer any payment method of its choice and may change these payment methods at any time.

**7.2** Any refunds will be provided by the method used by the Consumer for payment, unless agreed otherwise.

## **Article 8. Warranties; Limitation of Liabilities**

**8.1** We do not guarantee, represent or warrant that the Consumer's use of our products and services will be uninterrupted, timely, secure or error-free. Roza Dilan only warrants that the products are suitable for their intended use, as described on the Site. Expressly excluded from this warranty are fracture (unless it is a demonstrable production fault), damage due to normal wear and tear, improper use or handling, damage due to the use of water, perfume, soap, lotion or any spray and treatment by a party other than Dilly (e.g. to customize or clean a ring).

**8.2** If the delivered product fails to comply with the Agreement, the Consumer must notify Roza Dilan thereof within a reasonable period of time, where a notification within fourteen (14) days after the Consumer has discovered the defect will be considered reasonable.

**8.3** If a product fails to comply with the Agreement and the Consumer has notified Roza Dilan thereof within the period of time stated in article 8.2, the product will be repaired, replaced or (partially) refunded, in consultation with the Consumer.

**8.4** The Consumer agrees that Roza Dilan may remove products and services for indefinite

periods of time or cancel the products and services at any time, without notice to the Consumer.

**8.5** The Consumer expressly agrees that their use of, or inability to use the service is at their sole risk. The service and all products and services delivered to the Consumer through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either explicit or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

**8.6** In no case shall Roza Dilan, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some countries or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such countries or jurisdictions our liability shall be limited to the maximum extent permitted by law.

## **Article 9. Complaints Handling Procedure**

**9.1** If the Consumer has any grievances in connection with a product (in accordance with article 8 entitled, "Warranties; Limitation of Liabilities"), or regarding any other aspects of the Site or service of Roza Dilan, the Consumer can submit a complaint by email. The contact details of Roza Dilan are provided at the end of these Terms and Conditions.

**9.2** Roza Dilan will respond to the complaint as soon as possible, within a reasonable time after receipt of the complaint. If Roza Dilan is unable to formulate a substantive response to the

complaint within such period, Roza Dilan will confirm receipt of the complaint within a reasonable time after receipt of the complaint and give an indication of the term within which it expects to be able to give a substantive or definitive response to the Consumer.

## **Article 10. Personal Information**

**10.1** The Consumer's submission of personal information through the store is governed by our Privacy Policy, Cookie Policy and Terms of Use. We will process the Consumer's personal details in accordance with these documents.

## **CONTACT INFORMATION**

Roza Dilan  
Balsemienlaan 228  
2555 RH, Den Haag  
The Netherlands  
E: [info@shopdilly.com](mailto:info@shopdilly.com)

Questions about the Terms and Conditions can be sent to me at [info@shopdilly.com](mailto:info@shopdilly.com).