

Yves Carter Terms and Conditions

www.yvescarter.com ("Website") is operated on behalf of Yves Carter having its corporate seat at Adriaanstraat 38, 3581SG Utrecht, The Netherlands, with Chamber of Commerce number 68935463 and VAT/BTW Number NL857655589B01 (hereinafter referred to as ("Yves Carter/we/us/our"). These terms and conditions ("Terms and Conditions") govern and apply to your use of our website, all our offers of products on our Website and your acceptance thereof, and your purchase of products from our Website. Please note that your use of our Website constitutes your agreement to follow and be bound by these Terms and Conditions. You can get a PDF copy of these Terms and Conditions by clicking the download button on your browser.

Product availability and delivery

Although availability may be indicated on the Website, we cannot guarantee product availability and products, nonetheless, may not be available for immediate delivery. We reserve the right, without accepting liability or prior notice, to revise, discontinue, or cease to make available any or all products or to cancel any order. If there is any revision, discontinuance, or cessation, we may, in our discretion, ship products which have substantially similar functionality and specifications to the products ordered or cancel your order.

In accordance with the above, purchased products will be dispatched within 5 working days starting on the date of the order, however we try our best to dispatch the purchased products within 2 to 3 working days starting on the date of the order, excluding Force Majeure situations in the dispatching process.

Please allow up to 14 working days for delivery to arrive outside of Europe, and 7 working days within Europe. If you still have not received your purchased products after 3 weeks, please notify us via email at info@yvescarter.com. You bear any and all duties and customs costs for orders shipping outside of the Netherlands and Europe. Yves Carter is not responsible for any lost, stolen or damaged shipments. All shipments within The Netherlands are sent with a delivery confirmation and you assume all responsibilities of lost items. Please check our FAQ for the delivery window during our online sale.

Where possible, we try to deliver all the products you ordered at the same time. Please note, however, that products may be delivered in separate shipments. We therefore reserve the right to deliver your order in separate shipments; for example, if part of your order is delayed or unavailable.

Colors

We have made every effort to display as accurately as possible the colors of our products that are displayed on the Website. However, as the actual colors you see will depend on your monitor, we cannot guarantee that your monitor's display of any color will be accurate. Therefore the pictures of our products on the Website are for illustrative purposes only.

Sizing of our products

The Yves Carter shoes normally fit 0.5 to 1 size bigger compared to other brands. Please carefully check the Yves Carter size chart on the product pages on our Website.

Order process

You can only place an order if 1) you are a consumer, 2) who is at least 16 years of age, or has the consent of at least one of my parents and/or guardians place an order and 3) who provides us correct information that is necessary for the fulfillment of the order.

An order placed by you is an offer to purchase the product(s) displayed on our Website, which offers needs to be accepted by Yves Carter. Once the order is placed by you, we will send you an order confirmation email, to let you know that we have received your order. This order confirmation email does not constitute an acceptance of your order or the conclusion of a contract. Yves Carter reserves all rights to reject your order for any reason and with no liability to you or any third parties prior to Yves Carter acceptance of your order. Our acceptance of your order and conclusion of the contract will only take place when we send you an email confirming that your order has been dispatched. Please note that, prior to the dispatchment of your order, Yves Carter may still cancel your order by reasons mentioned in these Terms and Condition, for example because of the unavailability of the product, your misuse, a force majeure event on our side or due to non- payment by you. Yves Carter will honor your right of withdrawal, when notice of your withdrawal request is sent to Yves Carter

Right of withdrawal

As the consumer you can withdraw your order placed on this Website within 14 days after 1) the date you

received the order or 2) if you have ordered several products in the same order, after the date you received the last product.

by using the model form for withdrawal or in any other unambiguous manner via email at info@yvescarter.com within the aforementioned 14 days.

Once you have notified us within the aforementioned 14 days, we shall reimburse within 14 days all the payments you made to us for the canceled order, including the delivery costs (if applicable and the maximum being the least expensive type of standard deliver we offer).

In the event that you have already received your products, you must return the products within 14 days as of

the day following your withdrawal notice, in conformity with our return policy and at your costs. In that case

we shall reimburse all the payments made for the canceled order, once we have received a the returned products. We will use the same means of payment that you used.

You are liable for the decrease in value of the product that is the result of you using the product in a manner beyond what is necessary to determine the nature, properties and functioning of the product. The risk and burden of proof for the correct and timely exercise of the right of withdrawal is on you.

Prices and payments

The prices displayed on the Website are quoted in Euros, including VAT and excluding delivery costs, if applicable. If delivery costs are applicable, they will be displayed during the checkout process. All prices include handling or taxes (total at the end) excl. shipping, if delivered to customers within Europe. For customers outside Europe, additional charges may apply.

Yves Carter reserves all rights to 1) make changes to the prices displayed on the Website and 2) change or withdraw special offers or discounts at any time, without prior notice.

Yves Carter only offers the payment methods displayed during the checkout process and Yves Carter shall not be liable for any transfer or bank charges and/or import duties or taxes.

All payments are subject to authorization and validation checks done by the payment service provider. In the event that the payment service provider does not, for any reason, authorize or validate your payment, the relevant payment provider can notify you thereof, after which Yves Carter shall cancel your order.

Retention of title

All products that have been delivered to you remain the sole property of Yves Carter until you have fully paid any and all amounts owed to Yves Carter under any contract that is placed between you and Yves Carter, including payment of costs, earlier or later deliveries or partial deliveries. You shall remain liable for the devaluation of or damage to the product in the period between your receiving of the order and your payment.

Return policy

Our return policy entitles you to return the product(s) for any reason within 14 working days starting on the date you received the product(s) in conformity with our return policy. For orders placed during an online sale, the return period is 14 working days after the date you received the product(s), in conformity with your above mentioned right of withdrawal and our return policy. See our FAQ page for more information about our return policy. You can open the package and check the contents. However, the products can only be returned when they are completely unused, unwashed or altered and sent in the original packaging, with original labels and double boxed. To return the product(s) fill in the return form, add it to the return box and attach the return sticker to the return box.

Yves Carter shall not bear the costs of returning the product(s) unless otherwise indicated by Yves Carter's customer service. We only accept returns of product(s) purchased from this Website only, as these terms are only applicable to online sales made through this Website. If you have purchased product of Yves Carter through one of our appointed distributors, please contact the relevant distributor. If you are returning product(s) you may no longer qualify for any discount or special offer associated with your order. If you received any product(s) for free and/or any accessories with your order, you must return all the free product(s) and/or all accessories together with the product(s) you are returning to receive a full return refund or a digital gift card.

Privacy

Yves Carter's Privacy Policy applies and is part of these Terms and Conditions.

Changes to our terms and conditions

Yves Carter reserves all rights to make changes to these Terms and Conditions from time to time. Your use of our Website following any such change constitutes your agreement to follow and be bound by the Terms and Conditions as changed. These Terms and Conditions were last modified in January 2020.

Site contents

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Design

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User comments, feedback, postcards, and other submissions

All comments, feedback, postcards, suggestions, ideas, and other submissions disclosed, submitted or offered

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Inaccuracy disclaimer

From time to time there may be information on the Website that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, and/or availability. We reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice, including after you have submitted your order. We apologize for any inconvenience this may cause you. If you are not completely satisfied with your Yves Carter purchase you may return it with your invoice to Yves Carter by mail and in conformity with our Return Policy for another size, another Yves Carter product, digital gift card or money refund.

Liability

Yves Carter (Yves Carter) is not liable for any damages directly or indirectly, after the delivery by any cause whatsoever caused to you, to third parties or to property of third parties. If it is established that Yves Carter could be held liable for any damage, liability shall be capped at the value of the order with a maximum of 200 EUR in total. Yves Carter is not liable for the non-availability of the Website or for technical or electronic errors on the Website.

Force majeure events

A Force Majeure event means an occurrence of which makes performance of your Agreement/order impossible, impracticable or unsafe: an act of God (including, without limitation, tsunami, wild fire, earthquake, hurricane, or other natural disaster), inevitable accident, strike or other labor dispute, war or threat of war, act of public enemy, act of terrorism or threats thereof, riot or civil commotion, national state of emergency, enactment, rule, order or act of any government or governmental instrumentality, failure of technical facilities, epidemic, interruption in, or substantial delay or failure of, technical facilities, or failure or substantial delay of necessary transportation services, or any other event or condition beyond Yves Carter' reasonable control, as applicable.

In the event a Force Majeure event takes place our obligations under these general conditions will be suspended and the time for performance of our obligations will be extended for the duration of the Force Majeure event.

Miscellaneous

Unless otherwise specified and except to the extent Yves Carter products are offered for sale in the Netherlands through this Site, this Site and the Contents thereof are displayed solely for the purpose of promoting Yves Carter products and services available in The Netherlands and select foreign markets. In the event that any provision stipulated in these Terms and Conditions is null and void or is subject to annulment that will not affect the validity of the other provisions.

This Agreement shall be construed in accordance with the laws of the Netherlands, without regard to any conflict of law provisions. Any dispute arising under this Agreement shall be resolved exclusively by competent judge of the District Court of Utrecht in The Netherlands.