

# Terms & Conditions McGregor New York

*Last date of modification: 1th of March 2019*

These are the terms and conditions (“**Conditions**”) of McGregor New York B.V. (“**McGregor**” or “**we**”). The Conditions apply to all orders placed by you with McGregor via our webstore on [www.mcgregornewyork.com](http://www.mcgregornewyork.com) (“**Website**”). “**You**” means you the customer. By placing an order, you agree to the applicability of these Conditions to the contract entered into between you and McGregor.

The Conditions explain your rights and obligations in connection with your order of products via the Website. Please read these Conditions carefully before placing any orders on the Website. We recommend you should keep a copy of the Conditions for future reference.

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## 1. Information about McGregor New York

- 1.1 McGregor is a private limited liability company incorporated in the Netherlands. The contact details of McGregor are:

McGregor Retail Netherlands B.V.  
Tesselschadestraat 20  
1054 ET Amsterdam  
The Netherlands

Telephone number: T +31 (0) 20 400 20 44 (Monday - Friday 9:00 a.m. – 5:30 p.m. CET)

E-mail address: support@mcgregornewyork.com

Chamber of Commerce number: [X]

VAT registration number: [X]

## 2. Eligibility to purchase

- 2.1 In order to make a purchase on the Website, it is important that you correctly and completely provide your details, such as your name, your e-mail address, shipping address and payment details in accordance with the instructions. You are responsible for the correctness of the details provided by you. McGregor reserves the right to refuse your order if you provide incorrect details. McGregor will use the details supplied by you only in the manner as indicated in the **Privacy Policy**.
- 2.2 To place an order with McGregor you must be a consumer (not a reseller) and possess a valid credit or debit card issued by a bank acceptable to us. Parental or guardian consent is required for customers under the age of 18.
- 2.3 Products purchased by the consumer are for personal or gift use and should not be re-sold, used for commercial purposes or any other commercial benefit. In addition, McGregor reserves the right to restrict multiple quantities of an item being shipped to any one customer or postal address.

## 3. Products

- 3.1 We aim to describe the item(s) on the Website as correctly as possible. However, as a result of different image acquisition, display technologies or other technical reasons, minor differences in colour and other variations in item(s) are possible. McGregor cannot be held responsible for any such discrepancy.
- 3.2 All products will remain the property of McGregor until you have paid all amounts owed to us in full under any agreement, including the payment of costs, earlier or later deliveries or partial deliveries. You may not sell, dispose of or encumber any product before full title thereof has passed to you.

- 3.3 We draw your attention to the washing and maintenance instructions printed on the labels of the products. We are not liable for any damage resulting from incorrect handling of products, including handling contrary to the instructions.
- 3.4 In case of a limited edition or limited production, extra restrictions such as limiting the number of such products per customer may apply. These extra restrictions will be made known to you via the Website.
- 3.5 All products shown on the Website are subject to availability. This means that, although we strive to ensure our Website reflects the availability of stock, a product shown on the Website may no longer be available for purchase.

## 4. Orders

- 4.1 All orders are subject to acceptance and availability, and items in your shopping bag are not reserved and may be purchased by other consumers.
- 4.2 Once you have checked out and have received your order confirmation email, neither you nor we will be able to make any changes to your order, so please make sure that everything is correct.
- 4.3 If you have registered your e-mail address for notification of the arrival of a specific product featured on the Website, we will attempt to notify you by e-mail within 48 hours of the product becoming available on the Website.

## 5. Pricing

- 5.1 Prices shown on the Website are in euros and inclusive of VAT at the applicable rate. The euro price of a product displayed on the Website at the time the order is accepted will be honoured, except in cases of patent error.
- 5.2 Local charges (e.g. customs duty, sales tax) may apply, depending on your region and local customs duties. These charges are at your own expense.
- 5.3 The prices shown on the Website are subject of change in response to currency exchange rate changes, markdowns and other commercial factors. The price applicable to your order will be the price current at the time your order is accepted. The prices between our products in physical stores and the Website may vary.
- 5.4 We always try to ensure that all prices on the Website are accurate, however errors may occur. If we discover an error in the price of any item(s) which you have ordered, we will notify you by email about the price change and give you the option to reconfirm your order at the correct price or cancel the order. If we are unable to contact you, your order will be cancelled. If you have already paid for the goods, we shall refund the full amount as soon as we are able. In the event that products are recalled in transit, we will process your refund once the products have been returned to us.

## 6. Acceptance of your order

- 6.1. When you place an order on our Website, we will send you an order confirmation email. This confirmation email is an acknowledgement that we have received your order, but it is not an acceptance of your order.
- 6.2. All orders placed by you are subject to acceptance by us. Unless you cancel your order, acceptance of your order and completion of the contract between you and McGregor will be completed when we email you to confirm the goods have been dispatched.
- 6.3. We reserve the right not to accept your order in the event, for example, that we are unable to obtain authorization for payment, that shipping restrictions apply to a particular item or shipping address, that the item ordered is out of stock or does not satisfy our quality control standards and is withdrawn, or that you do not meet the eligibility criteria set out within the Conditions.
- 6.4. We may also refuse to process and therefore accept a transaction for any reason or refuse service to anyone at any time at our sole discretion. We will not be liable to you or any third party by reason of our withdrawing any products from the Website whether or not those products have been sold, removing, screening or editing any materials or content on the Website, refusing to process a transaction or unwinding or suspending any transaction after processing has begun.
- 6.5. If we are unable to deliver within accordance to the terms in the confirmation, we will contact you and give you the opportunity to cancel the order. If we have already received payment, we will refund you the amount.

## 7. Payments

- 7.1. We accept several methods of payment including iDeal, Visa, MasterCard, Bankcontact/Mister Cash, PayPal and Giropay, and any other methods which may be clearly advertised on the Website from time to time.
- 7.2. When paying by credit card you will be asked for the card number, its period of validity and the CVC code. We make use of MasterCard SecureCode and SSL encryption, which prevent unauthorised access to card details. We do not store card numbers after the transaction has been completed. For more information you can take a look at our Privacy Policy.
- 7.3. All credit/debit cardholders are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses to, or does not for any reason, authorise payment, then you will be notified immediately at the checkout. In such case, we will not be liable for any delay or non-delivery.
- 7.4. Where we elect, or are required by applicable law, to issue or make available an invoice, we reserve the right to issue or make available electronic invoices and you agree to such form of invoicing.

- 7.5 Promotion codes are non-transferable and there is no cash alternative. Furthermore, they cannot be used in conjunction with any other promotion code or offers and must be redeemed by the date published, if provided.

## 8. Right to withdrawal and return

- 8.1 You have the right to withdrawal within 14 days without giving any reason. The withdrawal period will expire 14 days from the day after the day on which you (or someone you nominate, other than a carrier) receives the last of the goods. In the case of partial deliveries, this period starts as soon as you have received the last item from your order.
- 8.2 We do not exchange products. If you wish to exchange a product, you will need to return your purchase for a refund and place a new order.
- 8.3 To exercise your right to withdrawal, you must give us a formal written notice of withdrawal of your order by e-mail to: [support@mcgregornewyork.com](mailto:support@mcgregornewyork.com). You may also use the Withdrawal form, which can be downloaded [here](#), but it this is not mandatory.
- 8.3 To exercise your right to return, use the Return Form & return label enclosed in the parcel. The following steps need to be taken in case of return:
- i. Check the checkbox(es) of the item(s) you wish to return. Please also fill in your reason of return.
  - ii. Pack your item(s) in a box/bag you received the item(s) in, or any other box/bag and include this Return Form.
  - iii. Stick the return label onto the box/bag.
  - iv. Bring the parcel to your nearest drop-off point and collect a receipt.
  - v. Once your return parcel has reached our warehouse, we will process your refund immediately. Please note it may take up to one week for the refund to appear (depending on your original payment method).
- 8.4 All goods must be unused and/or unworn. All original packaging with pricing, labels and hangtags must be intact. No tape is to be attached to the product(s) or the item(s) packaging. All item(s) must be returned in a box to protect their form. Returns that do not meet our policy will not be accepted and will be returned to you.
- 8.5 We will issue you with a full refund including the shipping cost paid by you. If you return a portion of your order, we will reimburse you for the cost of the returned item only. We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you (such as but not limited to use and/or wearing of the goods).
- 8.6 We will make reimbursement without undue delay, but not later than:

- (i) 14 days after the day we receive back from you any of the goods supplied; or
- (ii) (if earlier) 14 days after the day you provide us with evidence that the goods have been returned; or
- (iii) if no goods were supplied, 14 days after the day on which we are informed about your withdrawal.

- 8.7 We will make reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise. In any event, you will not incur any fees as a result of the re-imbusement.
- 8.8 In the event that we have sent goods to you and you have cancelled your order, we may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest. If we do not receive back the goods, we may arrange to have them collected from you at your cost.
- 8.9 We shall bear the reasonable costs of returning if you are following our return instructions.

## 9. Delivery

- 9.1 We offer a range of delivery options, among which you can choose the one that best suits your personal needs. Specific terms and conditions, and different delivery charges, may apply to the various delivery options. Please find exhaustive details in our [Shipping Policy](#).
- 9.2 We provide worldwide shipping using our partner PostNL. The exact shipping rates depend on your order amount and/or the country to which your order is being shipped.
- 9.3 All packages are insured and have a tracking number so the package can be tracked. This tracking number will be shared in the shipping confirmation email. Please note such tracking information is hosted by the courier's website, which is not controlled by us.

## 10. Damaged or defective item(s)

- 10.1 All McGregor items come with a one-year warranty against faults in materials and manufacture. This warranty period may vary depending on the statutory law of the country where the item is shipped. This warranty covers production faults only.
- 10.2 If the problem was caused by reasons other than materials quality or assembly process, the original product is returned to you. We do not refund products:
- obtained from a source other than the Website or a physical store of McGregor;
  - that have been damaged by abuse or negligence (e.g. exposure to chemicals, caustic substances, open flame, high heat, sharp object, etc.); and/or
  - that have been damaged by misuse or activities other than the intended purpose
- 10.3 Life expectancy of any product depends on the individual using the product, the conditions of use, and the characteristic wear patterns of the user. Our products damaged by normal wear and tear or that have exceeded the reasonable lifespan of the product are not replaced.

- 10.4 If you believe you have a warranty claim concerning an online purchase, please contact our customer service by e-mail to: [support@mcgregornewyork.com](mailto:support@mcgregornewyork.com). Please include in this e-mail your original order number, photos of the suspected fault and a brief description of the claim. Our customer service will decide whether the damage is the result of a manufacturing defect or deviation from factory specifications. If our customer services determine that you have a claim, then the item(s) will be refunded or if possible replaces (based upon availability).

## 11. Website use

- 11.1 Occasionally there may be information on our Website that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges or availability. At any time and without prior notice, we reserve the right to correct any errors, inaccuracies or omissions; change or update information; or cancel orders in cases of patent error.
- 11.2 You agree that you will be personally responsible for your use of this Website and for all of your communication and activity on and pursuant to this Website. If we determine that you are or have been engaged in prohibited activities, were not respectful of other users, or otherwise violated the Conditions, we may deny you access to this Website on a temporary or permanent basis.
- 11.3 We do not promise that the functional aspects of the Website or the content will be error free or that this Website, the content or the server that makes it available are free of viruses or other harmful components. We always recommend that all users of the Internet ensure they have up to date virus checking software installed.

## 12. Intellectual property rights and content

- 12.1 All elements on the Website are owned by or licensed to McGregor and its affiliates. All elements of the Website including (but not limited to) the general design and the content, can be protected by copyright, moral rights, design rights, database rights, trademark and under other laws relating to intellectual property rights. Any reproduction or redistribution of these elements is prohibited and may result in civil and criminal penalties. Without limiting the foregoing, copying and use of the above listed materials to any other server, location or support for publication, reproduction or distribution, both online and offline, is expressly prohibited.
- 12.2 This Website is for your personal non-commercial use only. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, create derivative works from, transfer, data mine or sell any content, software, products, or services contained within this Website. You may not use this Website, or any of its content, to further any commercial purpose, including any advertising or advertising revenue generation activity on your own Website.

## 13. Third parties

- 13.1 On our Website you may find third party links that direct you to third party websites which are not affiliated with us. We are not responsible for these links or for any loss or damage that may arise from use of them. These websites have their own separate terms and conditions as well as privacy policies. McGregor is not responsible and cannot be held liable for the content and activities of these websites.

## 14. Privacy

- 14.1 McGregor fully respects the privacy of individuals who access and use the Website. For details on the manner in which we use cookies, the type of information we collect, how and for what purpose, we use your information and under what circumstances we disclose information please see our [Privacy Policy](#) and [Cookie Policy](#).
- 14.2 By placing your order, you agree that we may store, process and use your personal data for the purposes of processing your order. We will process your information in accordance with our Privacy Policy.

## 15. Liability

- 15.1 McGregor, our affiliates, and their respective officers, directors, employees, shareholders or agents of any of them, are excluded from all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, or loss or damages arising from or connected in any way to business interruption, loss of opportunity, loss of anticipated savings, wasted management or office time and whether in tort (including negligence), contract or otherwise, even if foreseeable) in connection with: (i) this Website, (ii) the use, inability to use or the results of use of this Website, (iii) any websites linked to this Website or the material on such linked websites, and (iv) any information on this Website. Your sole and exclusive remedy for any of the foregoing or any dispute with McGregor, our affiliates, and their respective officers, directors, employees, shareholders or agents of any of them, is to discontinue your use of the Website.
- 15.2 Nothing in these Conditions excludes or limits any person's liability for death or personal injury arising from their own negligence, nor any person's liability for fraudulent misrepresentation, nor any other liability which cannot be excluded or limited under applicable law. Nothing in these Conditions affects your statutory rights as a consumer such as your right of return and rights to a free guarantee for faulty goods.
- 15.3 If we fail to comply with the Conditions, we are responsible for loss or damage you suffer as a foreseeable result of us breaching the Conditions. Loss or damage is foreseeable if it is obvious that it will happen or if, at the time the contract is made, both you and McGregor knew it might happen.

- 15.4 We are not responsible for losses not caused by our breach or negligence, indirect losses which are a side effect of the main loss or damage and which are not reasonably foreseeable by you and us (for example, loss of profits or loss of opportunity).
- 15.5 We are also not responsible for failure to meet any of our obligations under the Conditions where such failure is due to events beyond our reasonable control.

## 16. Miscellaneous

- 16.1 Clause headings are for convenience only and do not affect the interpretation of these conditions.
- 16.2 Any failure or delay by us in enforcing (in whole or in part) any provision of these Conditions will not be interpreted as a waiver of our rights or remedies.
- 16.3 You may not transfer any of your rights or obligations under these Conditions without our prior written consent. We may transfer any of our rights or obligations under these Conditions to any of our subsidiaries or affiliates or any third party designated by McGregor New York.

## 17. Applicable law and jurisdiction

- 17.1 Dutch law applies exclusively to the Conditions and the contract entered into by you and McGregor, with the exclusion of the UN Convention on the International Sale of Goods.
- 17.2 The competent court in Amsterdam has the exclusive competence to hear and settle all disputes that might arise concerning these Conditions or the contract entered into by you and McGregor.

## 18. Changes to this information

- 18.1 McGregor reserves the right, in our sole discretion, to change the Conditions at any time without notice. Changes will be posted on our Website, with indication of the date of its last update. If you continue visiting the Website you will automatically be bound by the amended Conditions. We therefore advise to check these Conditions on a regular basis. Please note that the Conditions that apply to your order are always the conditions in effect as of the time you place your order, and not a later version.

## 19. Complaints

- 19.1 McGregor strives to deliver only the highest possible quality in regards its products and services. However, should you unexpectedly have any complaints, you may send them by phone, by mail or e-mail to:

McGregor Retail Netherlands B.V.  
Customer Service  
Tesselschadestraat 20

1054 ET Amsterdam  
The Netherlands

Telephone number: T +31 (0) 20 400 20 44 (Monday - Friday 9:00 a.m. – 5:30 p.m. CET)

E-mail address: [support@mcgregornewyork.com](mailto:support@mcgregornewyork.com)

## 20. Contact customer service

If you experienced problems or have any questions or comments regarding a product or purchase, the Website or these Conditions, or if you simply need after-sale assistance, please contact our customer service.

Telephone number: T +31 (0) 20 400 20 44 (Monday - Friday 9:00 a.m. – 5:30 p.m. CET)

E-mail address: [support@mcgregornewyork.com](mailto:support@mcgregornewyork.com)

## APPENDIX

# Withdrawal form

To:

CB Fashion

McGregor New York – E-commerce

Heibloemweg 10

5704 BS Helmond

I/We\* hereby give notice that I/We\* withdraw from my/our\* contract of sale of the following products:

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Ordered on\*/received on\*:

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Name of consumer(s) and order number:

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Address of consumer(s):

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Date/Signature of consumer(s) (only if this form is notified on paper)

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(\* Please delete as appropriate.