

definitions

Seller: BY-BAR E-COM B.V.

- having it's registered office at van Schootenstraat 19, 4835 CJ Breda, The Netherlands
- registered under number: 89149564
- VAT number: NL864893644B01
- street address: van Schootenstraat 19, 4835 CJ Breda, The Netherlands
- email address: service@by-bar.nl
- telephone number: +31(0)76 3030900
- telephone contact hours: Monday – Friday (09.00 AM – 05.00 PM)

Buyer: a natural person who is 18 years of age or older who is not acting within the context of practicing a profession or conducting a business, with whom the Seller concludes an Agreement.

Order: an order placed by the Buyer in accordance with the procedure described in article 2.1 for the delivery of one or more Products.

Product: a BY-BAR product that the Seller offers for sale on the Website.

Purchase Price: the price indicated on the Website for a Product, including the VAT.

Agreement: the Order, which the Seller has accepted as such.

Website: www.shop-by-bar.com

article 1. applicability of the general terms and conditions

1.1

These General Terms and Conditions govern all offers, orders, agreements and other legal relationships between the Buyer and the Seller with respect to the use of the Website, including the purchase and sale of a Product on or via the Website.

1.2

The Buyer warrants that he or she is: 18 years of age or older; not acting within the context of practicing a profession or conducting a business.

article 2. conclusion and content of the agreement

2.1

An Agreement will be concluded by the Buyer and the Seller exclusively by means of the Seller's acceptance of an Order (the offer) from the Buyer that has been placed on or via the Website in the following manner:

- The Buyer has selected the Product desired in the desired style, color and size and has added the Product to the shopping cart;
- The Buyer has followed and completed the following steps;

- Step 1: The Buyer has checked the order.
 - Step 2: The Buyer has selected the payment method desired and possibly has made a full or partial advance payment.
- The Order has been placed.
 - The Buyer will receive a confirmation of the Order that has been placed in an electronic manner. If the Seller has accepted the Order, the Seller will send the Buyer a confirmation, by e-mail, as soon as possible after the Order has been placed.

All products displayed on the website are offered subject to availability. This means that while we do our best to ensure that the website displays stock availability, any product displayed on the website may no longer be available for purchase.

Slight color deviations and other variations of the products are possible and are due to differences in image recording and display technologies, as well as other reasons. by-bar is not liable for such deviations and variations. No rights can be derived from typing errors, product descriptions or obvious errors on the website.

2.2

The Seller will be entitled to reject the Order placed by the Buyer in the following cases, among others:

- (a) product(s) is/are displayed on the platform but is/are no longer available;
- if product advertisements on the platform contain an (apparent) error, e.g. B. if the correct price is not displayed or the Products are otherwise misdescribed or misrepresented;
- If due to a technical reason we are not able to process your order;
- If the total value of the Order is above € 2.500,-;
- If the information that the Buyer has filled in is incorrect and/or incomplete, or if the Seller is reasonably entitled to doubt whether that is the case.;
- If the Buyer's payment is not received within the agreed term.;
- If the Buyer has already failed to comply with his/her payment obligations towards the Seller in the past;
- If the Buyer in the past has failed to accept and/or collect Order that he/she placed with the Seller;
- If there is an obvious mistake or clerical error, for example in the prices indicated on the Website.;
- If the delivery address desired is not located in The Netherlands, Belgium, Germany, Luxembourg, France, Spain, Austria, Italie, Denmark, Portugal, Poland, Sweden, Finland ore Greece.

The Seller will notify the Buyer as quickly as possible if an Order is not accepted.

article 3. delivery method and delivery dates

3.1

Shipment will be made using a carrier designated by the Seller.

In the event of a failed delivery attempt, you agree that the shipping service commissioned by us with the delivery can also deliver the products to a neighboring address or an address in the vicinity or at a packing station of the shipping service and that by-bar thereby meets its delivery obligations for the products. The delivery service will notify you of the delivery to a nearby address/address or to a packing station.

3.2

After the Agreement has been concluded the Seller will send the Products as quickly as possible, and in any event within 14 days, to the address indicated by the Buyer, provided that the Seller has received the full Purchase Price if the Buyer has chosen for advance payment and unless the parties have agreed on a longer delivery period.

Shipping takes place on working days, excluding holidays at our warehouse location. Therefore, take into account the public holidays, including any national and/or regional holidays, in the country where you live

3.3

The Seller will make delivery in accordance with agreed delivery dates to every extent possible; however, the Buyer acknowledges that the delivery dates are based on the circumstances of which the Seller is aware at the time at which the Agreement is concluded and, insofar as they are dependent on work or services to be provided by third parties, on the information that such third parties provide to the Seller.

3.4

The Buyer will receive notice within 14 days after the Agreement is concluded in the event that the delivery is delayed or in the event that an order cannot be executed in whole or in part, which case the Buyer will be entitled to dissolve the Agreement free of charge until the time at which the Order is shipped.

You cannot derive any right to compensation from exceeding the delivery time.

3.5

The risk with respect to any damage to or loss of the Products will be transferred to the Buyer as from the time at which the Products are delivered.

article 4. price and payment

4.1

The prices indicated on the Website are denominated in euros, are inclusive of Value Added Tax (VAT) and are exclusive of shipping costs. The shipping costs will be charged separately in respect of each Agreement. The total Purchase Price due will be indicated when the Order is placed and when the Agreement is confirmed.

4.2

The Seller will be entitled to adjust the prices indicated on the Website from time to time without any notice being required. The prices indicated at the time at which the Order is placed will be deemed to be the prices form part of the Agreement.

4.3

Payment may be made using the methods indicated on the Website and must be made within 14 days after the Product has been delivered.

4.4

The Buyer is obliged to notify the Seller immediately regarding any errors in the payment details that the Buyer has provided to the Seller.

4.5

In the event that the Buyer exceeds the term for payment he/she will be in default by operation of law, and the Seller will be entitled to charge statutory interest on the outstanding amount as from the due date.

article 5. right to return

5.1

The Buyer will be entitled to return the Product that has been delivered, free of charge, within a term of 14 days after the Product has been received, without stating his/her reason for doing so, in the manner indicated by the Seller, provided that the Product has been not worn (trying on clothing is permitted), is undamaged and (insofar as possible) is in the original and undamaged packaging. The Buyer is permitted to exchange the Product for another Product (if in stock).

5.2

In the case referred to in the preceding subsection, the Seller will refund the Purchase Price as quickly as possible, but in any event within 30 days after the Agreement has been terminated.

5.3

In case of the Product bought, beeing a GiftCard. GiftCards are non refundable.

article 6. force majeure

6.1

The Seller is not liable for any damage as a result of a delay in the delivery or a failure to deliver that has been caused by circumstances that impede the Seller from complying with its obligations, and that cannot be attributed to the Seller because they cannot be blamed

on the Seller, and cannot be deemed to be for the Seller's account in accordance with the law, a legal act or in accordance with generally accepted standards, such as - but not restricted to - war, threat of war, civil war, riots, a day of national mourning announced by the government, strikes, transport problems, trade limitations, problems with customs authorities, fire, flooding, earthquake or the bankruptcy of third parties engaged by the Seller, a failure on the part of the Seller's suppliers to supply goods or a failure on the part of the Seller's suppliers to supply goods in a timely manner, interruptions in the supply of goods to be delivered by third parties, including water and electricity, and other serious interruptions in the business operations of the Seller or third parties that it engages.

6.2

If as a result of a situation involving force majeure the Seller fails to comply with its obligations under the Agreement or fails to do so in a timely manner, the Seller will be entitled to perform the Agreement within a reasonable term or - if compliance within a reasonable term is not possible - to dissolve the Agreement in whole or in part, without the Seller being obliged to pay the Buyer any compensation in that respect.

article 7. complaints

7.1

The contact details of the Seller and of the third parties that the Seller has engaged to handle complaints can be found in the footer that is placed at the bottom on the Website.

7.2

The Seller will be obliged to inspect the Product when it has been delivered and to notify the Seller within a reasonable term in the event that there are any visible defects or other complaints regarding the performance of the Agreement. Such complaints must be submitted in writing and must be fully and clearly substantiated.

7.3

The Seller will respond to any complaints that it receives within a term of 14 days after receipt. The Seller will notify the Buyer within a term of 14 days in the event that it is foreseeable that the complaint will require a longer term to be processed, stating the term within the Buyer can expect to receive an answer.

7.4

The Buyer acknowledges that: minor deviations and deviations that are generally considered acceptable in respect of the quality, size, color, finishing, etc. of Products cannot be avoided or are difficult to avoid and do not constitute a well founded reason to submit a complaint. Such complaints, and complaints regarding the removal of certain Products from the Website, are not well founded. The Seller will not be liable for any damage that the Buyer sustains as a result of such deviations or the removal of such Products from the Website.

7.5

The Buyer will fully cooperate in the event that the Seller recalls a Product. The Buyer will notify the Seller immediately in the event that the Buyer suspects that a Product has a safety defect and is subject to being recalled.

article 8. intellectual property rights

8.1

Any and all marks, product names, logos, models and designs (referred to below as the “IP-Rights”) that are depicted on or affixed to the Products or otherwise related to the Products are the property of the Seller or one or more of its group companies. The Buyer acknowledges the Seller's proprietary rights in respect of the IP Rights and will refrain from using the IP Rights in any way, and the Buyer will refrain from any conduct that could harm or otherwise negatively affect the IP Rights.

8.2

The Seller refers to the disclaimer with regard to the intellectual property rights in respect of the Website.

article 9. retention of title

9.1

The Seller will retain the title in respect of any Products to be delivered until the Buyer has performed all obligations (including, without limitation, payment obligations) that the Buyer owes/has in respect of such Products that have been or that will be delivered in accordance with the applicable Agreement.

article 10. guarantee and liability

10.1

The Seller is not liable for any indirect, additional or consequential damage, of any kind whatsoever, that the Buyer sustains in connection with the Agreement. Under no circumstances will any direct damage for which the Seller is legally liable towards the Buyer under the Agreement, exceed the Purchase Price. Nothing in the Agreement excludes or limits the Seller's liability for death or personal injury caused by its negligence.

10.2

The Seller refers to the disclaimer with regards to its liability in respect of the Website and the use of the Website.

article 11. applicable law

11.1

The Agreement is governed by the Dutch law.

article 12. invalid provisions

12.1

In the event that any provision contained in these General Terms and Conditions is invalid:

- The remaining provisions contained in these Terms and Conditions will nonetheless remain in effect geï and the invalid provision will have to be interpreted as, or converted into, a valid provision having the same purport to every extent possible.

article 13. amendment to the general terms and conditions

13.1

The Seller will be entitled to amend these General Terms and Conditions from time to time. The most recent version of the General Terms and Conditions will be placed on the Website. The Buyer must always consult these General Terms and Conditions before using the Website. If the Buyer is unable to consult the General Terms and Conditions via the Internet the Seller will send the Buyer a copy of the most recent version of the General Terms and Conditions by e-mail.

article 14. privacy

14.1

by-bar fully respects the privacy of people who visit and use the webshop. Your personal information is collected and used to fulfill our contractual obligations as set out in these Terms. For more information about our use of cookies, the data we collect, please refer to our privacy policy for the manner and purpose of our use of your information and the circumstances in which we disclose information.