

## 1. INTRODUCTION

These are the terms and conditions (as amended from time to time) governing use of this website and the agreement that operates between us and you (the "Terms"). These Terms set out the rights and obligations of all users ("you" / "your") and those of My Flame Lifestyle ("us" / "our" / "we" / "the Vendor") in relation to the goods/services offered by us through this website or any of the other websites to which we may link (hereinafter collectively known as the "My Flame Lifestyle Services"). Before you click on the "Process order" button at the end of the ordering process, please carefully read these Terms and our Privacy Statement. By using this website or placing an order through it you are consenting to be bound by these Terms and our Privacy Statement. If you do not agree to all of the Terms and the Privacy Statement, do not place an order.

If you have any questions about the Terms or the Privacy Statement, please contact us using our contact web form. My Flame Lifestyle B.V. is a Dutch company registered under company number 57185204 with its registered address Van Cleeffkade 15, 1431BA Aalsmeer, The Netherlands. Our VAT number is 852473230B01.

## 2. USE OF OUR WEBSITE

These Terms are the only conditions that are applicable to the use of this website and the My Flame Lifestyle Services, and replace all other conditions, except with the express, prior written agreement of the Vendor. You agree that, by placing your order, you unreservedly accept these Terms, having read and understood them. These Terms are important for both you and us as they have been designed to protect your rights as a valued customer and to protect our rights as a business and to create a legally binding agreement between us.

You agree that:

- a. You may only use the website to make legitimate enquiries or orders.
- b. You will not make any speculative, false or fraudulent orders. If we are reasonably of the opinion that such an order has been made, we shall be entitled to cancel the order and inform the relevant authorities.
- c. You also undertake to provide correct and accurate e-mail, postal and/or other contact details to us and acknowledge that we may use these details to contact you in the event that this should prove necessary (see our Privacy Statement).
- d. If you do not give us all of the information we need, we may not be able to complete your order.

By placing an order through the website, you warrant you are at least 18 years old and are legally capable of entering the binding contracts.

### **3. HOW THE CONTRACT IS FORMED**

The information set out in the Terms and the detail contained on this website do not constitute an offer for sale but rather an invitation to treat. No contract in respect of any products shall exist between you until your order has been accepted by us (whether or not funds have been deducted from your account). If we do not accept your offer and funds have already been deducted, these will be fully refunded.

To place an order, you will be required to follow the shopping process online and press the "Authorise payment" button to submit the order. After this you will receive an e-mail from us acknowledging that we have received your order (the "Acknowledgement of Receipt"). Please note that this does not mean that your order has been accepted. Your order constitutes your offer to us to buy one or more products from us. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that the product has been dispatched (the Order Confirmation). The contract for the purchase of a product between us (Contract) will only be formed when we send you the Order Confirmation.

The Contract will relate only to those products whose dispatch we have confirmed in the Order Confirmation. We will not be obliged to supply any other products which may have been part of your order until the dispatch of such products has been confirmed in a separate Order Confirmation.

### **4. AVAILABILITY OF PRODUCTS**

All orders for products are subject to availability and in this regard, in the event of supply difficulties or because products are no longer in stock, we reserve the right to give you information about substitute products of an equal or higher quality and value which you can order. If you do not wish to order such substitute products we will reimburse any monies that you might have paid.

### **5. REFUSAL OF ORDER**

We reserve the right to withdraw any products from this website at any time and/or remove or edit any materials or content on this website. Whilst we will use our reasonable endeavours to Authorise payments submitted to us, there may be exceptional circumstances which mean that we may need to refuse to process or accept an order after we have received it or sent you an Acknowledgement of Receipt, which we reserve the right to do at any time, at our sole discretion.

We will not be liable to you or any other third party by reason of our withdrawing any product from this website, removing or editing any materials or content on this website or for refusing to process or accept an order after we have received it or sent you an Acknowledgement of Receipt.

### **6. YOUR RIGHTS TO CANCEL "COOLING OFF"**

If you are contracting as a consumer, you may cancel a Contract at any time within 7

days, beginning on the day you receive the products. In this case, you may receive a full refund of the price paid for the products in accordance with our Returns Policy (see below at Clause 13). Please see our Returns Policy for how to return the product(s) in question.

Your right to cancel a Contract only applies to products that are returned in the same condition as you received them. You should also include all of the products instructions, documents and wrappings. Any product which is damaged or not in the same condition as you received it or which is worn simply beyond opening the product will not be refunded. You should therefore take reasonable care of the product(s) while they are in your possession.

You will not have any right to cancel a Contract for the supply of any of the following products:

- Customised items
- Items with a short expiring date and items that are outdated very fast

Further details of this statutory right, and an explanation of how to exercise it, are set out in clause 13 of these Terms and are summarised on the Order Confirmation. This provision does not affect your statutory rights.

Please take good and reasonable care of the products whilst in your possession, and where possible original boxes, instructions/documents and wrappings should be retained and used for the return or collection of the products.

## **7. DELIVERY**

Subject to availability, (see Clause 4 above), we will endeavour to fulfill your order for product(s) listed in the Order Confirmation by the delivery date set out in the Order Confirmation or, if no estimated delivery date is specified, then within 30 days of the date of the Acknowledgment of Receipt, unless there are exceptional circumstances.

Reasons for delay could include:

1. Customisation of products;
2. Specialist item;
3. Unforeseen circumstances; or
4. Delivery area;

If for any reason we cannot meet the delivery date you will be kept informed and offered a choice of either continuing with the extended delivery time or cancellation with a full refund. Please note however that we do not deliver on Saturdays or Sundays.

By accepting this delivery service you are accepting our delivery personnel or a representative of the Vendor into your home and we ask that you remove items or anything that can be damaged.

Unless caused by our negligence, we will not be held responsible for anything that is not removed to safety where reasonable steps could have been taken to avoid or minimise the risk.

## **8. UNABLE TO DELIVER**

If we are unable to deliver, we will try to find a safe secure place to leave your parcel. If we cannot find a safe and secure place, your product(s) will be returned to our depot. We will leave a note explaining where your parcel is and how you can rearrange delivery. If you are not at the delivery location at the time agreed, please contact us again to rearrange delivery for another mutually convenient day. However, we might have to charge you for the storage and redelivery of the product(s).

## **9. RISK AND TITLE**

The Products will be at your risk from the time of delivery.

Ownership of the products will only pass to you when we receive full payment of all sums due in respect of the products, including delivery charges, or upon delivery (as defined in clause 7), whichever is the later.

## **10. PRICE AND PAYMENT**

The price of any products will be as stipulated on our site from time to time, except in cases of obvious error. While we try to ensure that all prices on the website are accurate, errors may occur. If we discover an error in the price of products you have ordered, we will inform you as soon as possible and give you the option of reconfirming the order at the correct price or cancelling it. If we are unable to contact you, the order will be treated as cancelled and if you have already paid for the products you will receive a full refund.

We are under no obligation to provide the product(s) to you at the incorrect (lower) price (even after we have sent you an Order Confirmation) if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as incorrect price.

The prices on the website include VAT but exclude delivery costs.

Prices are liable to change at any time, but (other than as set out above) changes will not affect orders in respect of which we have already sent you an Order Confirmation.

Once you have finished shopping all the items you wish to purchase are added to your basket, your next step will be to go the checkout process and make payment.

To do this:

- Click the "shopping bag" button at the top of the page.
- Click on the "checkout" button.

- Fill-in or check your contact details, the details of your order, the address to which you wish the order to be delivered and the invoicing address.
- Fill in your credit card details.
- Click "Authorise payment"

Payment can be made by Ideal, Visa, Mastercard and American Express card. To minimise the possibility of unauthorised access, your credit card details will be encrypted to minimise the possibility of unauthorised access or disclosure. Authority for payment must be given at the time the order is made. No payment will be taken from your credit card until your order has been dispatched for delivery.

By clicking "Authorise payment" you are confirming that the credit card is yours. Credit cards are subject to validation checks and authorisation by your card issuer but if your card issuer fails to authorise payment to us, we will not be liable for any delay or non-delivery and may not be able to form a Contract with you.

## **11. RETURNS POLICY**

General policy: If you wish to cancel the Contract within the period specified in clause 6 above, you should inform us by contacting us via our web form. Please send the product back to us (at your own risk) as soon as possible. You will be responsible for the cost of returning the product to us in this manner. If you return the product to us at our expense, we will be entitled to charge you for the direct cost we incur as a result. If you have any doubts you can contact us through our web form or at the telephone number +31 (0)29 775 3622.

Where possible, please use or include with the product being returned, all original boxes, instructions/documents and wrappings.

We will fully examine the returned product and will notify you of your right to a refund (if any). The refund will be processed as soon as possible (in any case, within 30 days of the day that you have given us notice of cancellation). We will always refund any money received from you to the credit card originally used by you to pay for your purchase. However, you will be responsible for the cost and risk of returning the item to us, as outlined above.

Any product that has been damaged, or not the same condition in which you received it, or that has been used beyond simply opening the product will not be reimbursed.

This does not affect your statutory rights.

### **Defective product returns**

In circumstances where you consider that the product does not conform with the Contract at the time of delivery, you should promptly contact us via our web form with details of the product and its damage, or you can contact us by telephone on +31 (0)29 775 3622.

We will fully examine the returned product and will notify you of your right to a replacement or refund (if any) via e-mail within a reasonable period of time. We will

usually process the refund or replacement as soon as possible and, in any case, within 30 days of the day we confirmed to you via e-mail that you are entitled to a refund or replacement of the defective product.

Products returned by you because of a defect, where one exists, will be refunded in full, including a refund of the delivery charges for sending the item to you and the cost incurred by you in returning the item to us. We will always refund any money received from you to the credit card originally used by you to pay for your purchase.

This does not affect your statutory rights.

You can send you product(s) to:

My Flame Lifestyle B.V.  
Van Cleeffkade 15  
1431 BA Aalsmeer  
The Netherlands

## **12. LIABILITY AND DISCLAIMERS**

Our liability in connection with any product purchased through our site is strictly limited to the purchase price of that product.

Nothing in these Terms shall exclude or limit in any way our liability:

- For death or personal injury caused by our negligence;
- For fraud or fraudulent misrepresentation; or
- For any matter for which it would be illegal or unlawful for us to exclude or limit, or attempt to exclude or limit, our liability.

Subject to the foregoing paragraph and to the fullest extent permitted by law, and unless otherwise stated in these Terms, we accept no liability for indirect losses which happen as a side effect of the main loss or damage however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, including (without limit) for any:

- loss of income or revenue;
- loss of business;
- loss of profits or contracts;
- loss of anticipated savings;
- loss of data; and
- waste of management or office time.

Due to the open nature of this website and the potential for errors in the storage and transmission of digital information, we do not warrant the accuracy and security of information transmitted to or obtained from this website unless otherwise expressly set out on this website.

All product descriptions, information and materials posted on this website are provided "as is" and without warranties express, implied or otherwise howsoever arising.

We warrant to you that any product purchased from us through this website is of satisfactory quality and reasonably fit for all of the purposes for which products of the kind are commonly supplied. To the fullest extent permissible pursuant to law, but without excluding anything that may not lawfully be excluded in the case of consumers, we disclaim all other warranties of any kind, whether express or implied, in relation to the products available on this website.

Products (including handicraft products) sold by us will often contain the natural characteristics of the materials used in the manufacture of the completed product. Natural characteristics should not be classed as faults or defects. Inconsistencies in these natural characteristics should be expected and appreciated. We select only products of the highest quality but natural characteristics are inevitable and should be accepted as part of the individual appearance of the product.

Nothing in this Clause will affect your statutory rights as a consumer, or your Contract cancellation rights.

### **13. INTELLECTUAL PROPERTY**

You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all material or content supplied as part of the website shall remain at all times vested in us. You are permitted to use this material only as expressly authorised by us. This does not prevent you using this website to the extent necessary to make a copy of any order or Contract details.

### **14. WRITTEN COMMUNICATIONS**

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

### **15. TRANSFER OF RIGHTS AND OBLIGATIONS**

The Contract between you and us is binding on you and us and on our respective successors and assigns.

You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract. For the avoidance of doubt, any such transfer, assignment, charge or other disposition will not affect your statutory rights as a consumer or cancel, reduce or

otherwise limit any warranty or guarantee which may have been provided by us to you, whether express or implied.

## **16. EVENTS OUTSIDE OUR CONTROL**

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event).

A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- Strikes, lock-outs or other industrial action.
- Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
- Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
- Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- Impossibility of the use of public or private telecommunications networks.
- The acts, decrees, legislation, regulations or restrictions of any government.
- Any shipping, postal or other relevant transport strike, failure or accidents.

Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

## **17. WAIVER**

If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with the paragraph on Notices above.

## **18. SEVERABILITY**

if any of these Terms or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

## **19. ENTIRE AGREEMENT**

These Terms and any document expressly referred to in them represent the entire agreement between you and us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between you and us, whether oral or in writing.

Both you and us acknowledge that, in entering into a Contract, neither you nor us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between you and us prior to such Contract except as expressly stated in these Terms.

Neither you nor us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these Terms.

## **20. OUR RIGHT TO VARY THESE TERMS**

We have the right to revise and amend these Terms from time to time. You will be subject to the policies, Terms in force at the time that you order products from us, unless any change to those policies, Terms or Privacy Statement is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you).

## **21. LAW AND JURISDICTION**

Contracts for the purchase of products through our site will be governed by Dutch law. Any dispute arising from, or related to, such Contracts shall be subject to the non-exclusive jurisdiction of the Dutch courts. Nothing in this clause will affect your statutory rights as a consumer.

## **22. FEEDBACK**

We welcome your feedback. Please send all feedback and comments to us via our web form. Any comments (including complaints) can also be sent to us by post to [info@myflame.nl](mailto:info@myflame.nl).