

# **Lilly Nails Benelux Terms and Conditions delivery conditions Wholesale and Webshop**

## *Article 1: Definitions*

1a) Supplier: Lilly Nails Benelux, named in these terms as Lilly Nails Benelux, legal person offering products and/or services to the customer both wholesale and remotely from the webshop

1b) Buyer means the natural or legal person entering into an agreement with Lilly Nails Benelux (also remotely) and the natural person who does act in the pursuit of profession or business and a distance contract

1c) "Distance Agreement" means an agreement whereby, under a system for distance sales of products and/or services organised by Lilly Nails Benelux, one or more distance communication techniques are used exclusively until the conclusion of the contract;

1d) Technology for distance communication: means which can be used to conclude an agreement, without the consumer and the entrepreneur meeting simultaneously in the same space.

## *Article 2: Identity*

Company : Lilly Nails Benelux BV(Post)address : van Ijsendijkstraat 409/b, 1442LB, PurmerendPhone : 0299 240003Email :

[info@LillyNails.nl](mailto:info@LillyNails.nl)

KVK : 55535119BTWnr. : NL001775700B08

## *Article 3: Applicability*

3a) These general terms of delivery apply to all goods, services and contracts (remotely) that Lilly Nails Benelux sells and supplies to customers, including its Distributors.3b) In addition to these terms and conditions, additional conditions may apply to certain services and/or products. If there are differences between the additional conditions and these general terms and conditions, the provisions of the additional conditions shall in principle be above the general conditions. One or more provisions in these terms and conditions can only be waived if this has been expressly agreed in writing. The other provisions of these conditions shall remain in force in this case.3c) Any specific purchasing and/or other conditions of customers shall not apply, unless expressly laid down by the supplier.3d) In the event that a provision of these terms and conditions will be deemed insequent by the competent court or otherwise not binding, the other provisions of these terms and conditions will remain in force without prejudice to the text of these terms and conditions, the text of these terms and conditions will be made available to the buyer by electronic means by Lilly Nails in such a way that it can be easily stored by the buyer on a durable data carrier. Before the agreement (remote) is concluded, the text of these terms and conditions is made available

to the buyer. If this is not reasonably possible, before the agreement is concluded (remotely), it will be indicated that the terms and conditions at Lilly Nails Benelux can be seen and that, at the request of the customer, they will be sent by electronic means or otherwise free of charge.<sup>3f</sup> Lilly Nails Benelux reserves the right to modify and/or supplement the terms and conditions at all times.

#### *Article 4. Offer and conclusion agreements*

4a) By using (one of) the webshop(s) of Lilly Nails Benelux and/or placing an order, the customer accepts these terms and conditions as well as all other rights and obligations as stated on the webshop and apply in the wholesale trade. 4b) Lilly Nails Benelux is authorised by third parties to make use of an agreement with the buyer. 4c) The offer of Lilly Nails Benelux is non-binding unless there is a deadline for acceptance in the offer. 4d) Offers are valid as long as the stock lasts or only during indicated

dates.

4th) If an offer has a limited period of validity or has specific conditions, this is explicitly stated in the offer. 4f) The offer contains a complete and precise description of the products and/or services offered. The description is sufficiently detailed to allow a proper assessment of the offer by the customer. Obvious mistakes or errors in the offer do not bind Lilly Nails Benelux. 4g) Each offer contains such information that it is clear to the buyer what the rights and obligations are, which are linked to the acceptance of the offer. 4h) An agreement is reached at the time; – Aspiring customer has expressly provided or entered information by telephone or written on the website and relevant data have been received by Lilly Nails Benelux via the

webshop.

– Aspiring customer has expressly indicated during his visit to the Lilly Nails Benelux branch that he would like to buy or receive a particular product and/or service; – Prospective customer has expressly indicated by telephone that he wants to receive a particular product and/or service. 4i) The agreement shall be concluded, subject to paragraph 4h, at the time of acceptance by the buyer of the offer and compliance with the conditions laid down. 4j) If the agreement is concluded electronically, Lilly Nails Benelux shall take appropriate technical and organisational measures to secure the electronic transfer of data and ensure a secure web environment. If the customer pays electronically, Lilly Nails Benelux will comply with appropriate security measures to this end. 4

(k) Lilly Nails Benelux can inform itself - within legal frameworks - whether the customer can meet its payment obligations, as well as all those facts and factors that are important for a responsible contract (remote). If Lilly Nails Benelux has reasonable grounds for not entering into the agreement on the basis of this investigation, Lilly Nails Benelux reserves the right to refuse an order or application or to attach special conditions to the execution.

#### *Article 5. Prices*

5a) All the prices listed are expressed in euros and do not include 21% VAT and other costs such as charges and shipping costs, unless otherwise stated by Lilly Nails Benelux. 5b) Lilly Nails Benelux retains the right to charge any costs incurred directly or indirectly relating to the performance of the contract and which have been carried out with the consent of the customer. 5c) Customer is owed the price which Lilly Nails Benelux has co-endorsed in its confirmation. Obvious (manipulation) errors in the quotation, such as obvious inaccuracies, can also be corrected after the conclusion of the agreement by Lilly Nails Benelux. 5d) Shipping costs are not included in the price. Special rates apply to shipping outside the Netherlands. Certain payment methods are subject to further conditions relating to the shipping method and the associated costs. This is clearly communicated to Koper.

5 (5) Covid-19 (Corona) and outbreaks of infectious diseases and pandemics. Lilly Nails Benelux complies with the government's guidelines. Client must follow it at all times. If the client refuses, access to the nail studio, wholesaler and training room will be denied.

#### *Article 6: Payment*

6a) When picking up goods in the wholesale trade, you can pay by pin or cash. 6b) Orders via the webshop can be paid via the services offered by MOLLIE, including Ideal, PayPal. 6c) For some products and services Lilly Nails Benelux may require a prepayment. In this case, the customer cannot assert any right to the performance of the contract concluded, until the prepayment has been received by Lilly Nails Benelux. 6d) The buyer has a duty to pass on inaccuracies in the payment details received directly to Lilly Nails Benelux. 6e) Upon shipment of goods, the delivery will take place only once the payment has been received and

**all** products can be delivered, when ordered items are not in stock, the total order will be delivered when all ordered items are in stock, unless Lilly Nails Benelux decides otherwise. There is no right to delivery terms as Lilly Nails is dependent on third parties.

6f. If the customer does not make the payment within the agreed period, that buyer is

deemed to be in default by law and Lilly Nails Benelux has the right, without any further notice, to charge an interest of 3% per month from the expiry date, with a part of a month for a whole month.6g) If the customer fails to pay the claim, the claim may be surrendered, in which case, in addition to the total amount due, the buyer will also be liable for reimbursement of out-of-court collection costs, the amount of which is determined at 15% of the total amount with a minimum of € 250,-, and of the any costs, without prejudice to Lilly Nails Benelux' right to claim the damage actually suffered.6h) In the event of untimely payment, Lilly Nails Benelux is entitled to terminate the contract with immediate effect or to suspend (further) delivery until such time as the to which the customer has fully complied with the commitments, including the payment of interest and costs due.

#### *Article 7: Delivery*

7a) Deliveries up to an order total of € 85,- ex VAT are charged with shipping costs. From this amount free shipping takes place, with the help of orders that deviate from regular size, weight and shipping method and deliveries to Distributors.7c) Goods can also be picked up at the supplier's address at no cost, collection is always by appointment.

Dispatch of goods is always at the risk of the customer.7d) The delivery time specified by the supplier is approximate and is complied with as much as possible, but is not binding.

Exceeding this delivery time does not entitle the buyer to compensation or the right to terminate the contract.7th) The delivery period depends

on the stock at Lilly Nails Benelux and the suppliers of Lilly Nails Benelux. The obligation to supply Lilly Nails Benelux will be fulfilled, subject to rebuttal, once the items supplied by Lilly Nails Benelux have been offered to the customer once.7f) The customer is obliged to receive the goods immediately as soon as they have been made available by the supplier, including in parts or parts of orders. Where deferred payment has been agreed, supplier shall be entitled from that moment until the invoicing of the goods in question.7g) If goods are stored, in whole or in part, by the seller as a result of non-timely purchase, the cost of storage and insurance of the goods to the buyer will be charged.7h) Deliveries abroad may be subject to different conditions.7i) Deliveries received which have not been ordered, or deliveries that are incomplete and/or damaged must be brought to the attention of Lilly Nails Benelux within 48 hours.7j) Delivery at home and abroad must be signed upon delivery. When signed, the package for Lilly Nails Benelux is delivered and Lilly Nails Benelux has fulfilled all its obligations.

#### *Article 8. Current term / Right of Withdrawal*

**principle, the following applies to Lilly Nails Benelux because it only allows business sales,**

if a consumer buys from Lilly Nails Benelux in any way, the consumer has not filled in the data truthfully.8a) If there is a purchase, in accordance with the Distance Selling Act, the buyer has the right to return (part of) the goods delivered, provided that it is in its original state with packaging and sealed, within a period of eight (8) days without giving a reason. This period starts when the ordered items have been delivered.8b) If the customer has not returned the delivered items to Lilly Nails Benelux at the end of this period, the purchase is a fact. The customer is required, before returning, to report it to Lilly Nails Benelux within the period of eight (8) days after delivery, only by letter post or e-mail. The customer must prove that the items delivered have been returned in good time, for example by means of proof of mail delivery.8c) Return of the items must be made in the original packaging (including accessories and associated documentation) and in a new condition. If the business has been used, encumbered or in any way damaged by the customer, the right to dissolution within the meaning of this paragraph.8d) Taking into account the provisions of paragraph 8c, Lilly Nails Benelux shall ensure that, upon receipt of the return and confirmation of receipt by Lilly Nails Benelux, the full purchase amount is refunded to the customer. The costs and the return of the items delivered are wholly borne and risked by the buyer.8e) The right of withdrawal does not apply to:- Services whose execution, with buyer's agreement, has started for the period of

8 days;- Goods or services whose price is bound by fluctuations in the financial market, over which the supplier has no influence;- Goods manufactured according to consumer specifications, for example custom-made, or which have a clear personal character;- Goods or services which cannot be returned by their nature, for example, in .m. hygiene or which can quickly spoil or age.

- Goods or services that cannot be delivered directly. Lilly Nails Benelux is dependent on its suppliers and therefore cannot always indicate a correct delivery time. The cancellation/cancellation of orders made via the webshop, by telephone, by email, orally or by post will not be refunded to the customer. In consultation, a voucher/credit for the amount invoiced can be offered. This decision lies at all times with Lilly Nails Benelux.

8f) If the returned product has not been received in accordance with the terms and conditions, the purchase amount will not be refunded. The product remains the property of the customer who is obliged to collect its property within two weeks. On request, the product can also be delivered, with delivery costs at the expense of the customer.8g) Lilly Nails does not return money on used items or products or services/ training workshops and training courses.

8h) The cancellation of order after 8 days does not entitle you to refund the invoice amount. In principle, the delivery will be delivered as soon as the item/product is in stock. Lilly Nails

Benelux can offer a voucher for the purchase amount of the relevant product/item in consultation with the customer. This decision is at all times with Lilly Nails.

*Article 9: Reservation of ownership*

9a) All goods supplied by the supplier shall remain their property, until the buyer has fulfilled all the obligations under the concluded distance agreement with Lilly Nails Benelux.9b) The goods in question may not be (quietly) pledged to third parties or provide the security of a claim of a third party.9c) If, in the opinion of Lilly Nails Benelux, there is the possibility that the buyer will not or will not fully fulfil the obligations to it, it reserves the right to require the issue of the goods, which the buyer cannot oppose.

*Article 10: Destruction or dissolution* If the buyer fails to

fulfil his obligations to the supplier, is placed under receivership with a natural person, either applies for debt restructuring of natural persons, or applies for a suspension of payment for legal persons, or becomes in a state of bankruptcy, the supplier has the right to terminate the agreement concluded between the two parties without the need for default or judicial intervention. Resale of Lilly Nails items and/or products to consumers "uncertified nail stylists or pedicures" is strictly prohibited. This imposes a fine of at least €250.00 per product sold. Also, any cooperation between Lilly Nails Benelux and illegal seller will be immediately dissolved.

*Article 11: Guarantees and liability*

11a) The products supplied by Lilly Nails Benelux are subject to the warranty provisions laid down by the manufacturer of the relevant article.11b) The customer is aware that some products may cause skin irritations and/or allergic reactions to a limited number of users. Resale or use for the benefit of the buyer's undertaking is carried out under the sole responsibility of the professional buyer. It shall use the products only where he/she can act judiciously and sufficiently trained.11c) The customer shall be deemed to have inspected or had the goods purchased by him fully inspected in advance or have had them inspected in advance. Advertisements must be reported to the seller in writing and documented within 8 days.11d) Returns by the customer can only be made on a strict condition that the goods are in the original packaging and have not been used at all. If this is done without giving valid reasons, all costs incurred in the return will be borne by the buyer. Lilly Nails Benelux is therefore free to store the products for the account and risk of the buyer among third parties.11e) Lilly Nails Benelux is never liable for any disadvantage that will result from any failure of the sales or any other failure to comply with the obligations of the agreement, including company damages and claims of third parties. This is only in the case of intent or gross negligence of supplier.11f) Lilly Nails Benelux accepts no liability for consequential or business damage, indirect damages and loss of profit or loss of turnover.11g) If Lilly Nails Benelux is required for any reason to compensate for any damage, that compensation will never exceed an

amount equal to the invoice value in respect of the product or service causing the damage.11h there can be no warranty in the following cases:– If the wear can be considered normal;– If changes have been made to or to the product, including repairs that have not been carried out with the consent of Lilly Nails Benelux or the manufacturer;– If the original invoice cannot be submitted , has been modified or rendered illegible;– If defects are due to non-destination or injudicious use;– If damage has been caused by intent, gross negligence or negligent maintenance.– If the user has not followed the instructions correctly, the instructions for use can be found in the products on the webshop.

– If the warranty has expired.

11i) If there are costs associated with repairing a defect, the customer will be informed. If the customer does not expressly agree to the cost statement in writing, she can receive her property back against payment of the research costs. If the customer has not paid these research costs six(6) months after offering the cost budget, the ownership of the product to Lilly Nails Benelux will expire.

#### *Article 12: Force majeure*

12a)1 If Lilly Nails Benelux is prevented from carrying out the order by force majeure, it is entitled to postpone the delivery until the force majeure in question has ceased to exist. It shall also retain the right, in the event of impotence, to cancel all or part of the order, without being required to pay any compensation.12b) Force majeure shall mean any circumstance, therefore, therefore, the execution of the order cannot reasonably be carried out by the supplier, including: war, strike, industrial failure, shortage of raw materials, materials and workers, accidents, transport difficulties, default of supplier suppliers, mobilisation, martial law, quarantine, pandemics, epidemics, disturbances and import or export barriers and other obstacles by government measures or regulations, or by weather conditions.

#### *Article 13: Disputes*

13a) On the agreement, in whatever form and language they are or are entered into, only

Dutch law shall apply.13b) Parties shall first endeavour to resolve a dispute by mutual agreement.13c) Any dispute concerning these terms and conditions and the agreements to which these conditions apply, which cannot be resolved by mutual agreement, will be resolved by the competent court in the place of establishment of Lilly Nails Benelux.

*Article 14: Various provisions*

14a) Lilly Nails Benelux aims to reply to emails sent to info@Lilly Nails [Benelux.nl](mailto:info@LillyNailsBenelux.nl) within 3 business days.14b) Any inaccuracies of information provided by Lilly Nails Benelux to you must be reported directly to Lilly Nails Benelux, as well as any changes or inaccuracies of your data that you have provided to Lilly Nails Benelux.

*Article 15: Conversion*

In the event that the competent Court annuls all or part of the provisions in these terms and conditions, at least in application, the seller and the buyer have already agreed that they must be deemed to have agreed on the basis of Article 3:42 BW that provision closest to the operation of the nunish original clause which is legally  
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