

Terms and Conditions

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Article 1 - Definitions

In these terms and conditions the following definitions apply:

1. **Supplementary agreement:** an agreement whereby the consumer acquires products, digital content and/or services in connection with a distance contract and these items, digital content and/or services are supplied by the entrepreneur or by a third party on the basis of an agreement between the third party and the entrepreneur;
2. **Cooling-off period:** the period within which the consumer can make use of his right of withdrawal;
3. **Consumer:** the natural person who does not act for purposes related to his trade, business, craft or profession;
4. **Day:** calendar day;
5. **Digital content:** data produced and supplied in digital form;
6. **Duration agreement:** an agreement that extends to the regular delivery of goods, services and/or digital content during a certain period;
7. **Durable data carrier:** any tool - including e-mail - that enables the consumer or entrepreneur to store information that is personally addressed to him in a way that future consultation or use during a period that is tailored to the purpose for which the information is intended, and which allows unaltered reproduction of the stored information;
8. **Right of withdrawal:** the consumer's option to cancel the distance contract within the cooling-off period;
9. **Entrepreneur:** the natural or legal person who offers products, (access to) digital content and/or services to consumers at a distance;
10. **Distance contract:** an agreement concluded between the entrepreneur and the consumer within the framework of an organized system for distance selling of products, digital content and/or services, whereby up to and including the conclusion of the agreement exclusively or partly one or more remote communication techniques are used;
11. **Model withdrawal form:** the European model withdrawal form included in Appendix I of these terms and conditions. Annex I does not have to be made available if the consumer has no right of withdrawal with regard to his order;
12. **Technology for distance communication:** means that can be used for concluding an agreement, without the consumer and entrepreneur having to meet in the same room at the same time.

Article 2 - Identity of the entrepreneur

Name entrepreneur:	MYS BV
Trading under the name:	My Bendel
Business address:	Venkelbaan 45 2908 KE Capelle aan den IJssel
Phone number:	010-7670042
Availability:	From Monday to Friday from 10 a.m. to 5 p.m.
E-mail address:	info@mybendel.com
Chamber of Commerce number:	67174892
VAT identification number:	NL856861789B01

Article 3 - Applicability

1. These general terms and conditions apply to every offer made by the entrepreneur and to every distance contract concluded between the entrepreneur and the consumer.
2. Before the distance contract is concluded, the text of these general terms and conditions is made available to the consumer. If this is not reasonably possible, the entrepreneur will indicate, before the distance contract is concluded, how the general terms and conditions can be viewed at the entrepreneur and that they will be sent free of charge as soon as possible at the request of the consumer.
3. If the distance contract is concluded electronically, notwithstanding the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions can be made available to the consumer electronically in such a way that it is consumer can be stored in a simple way on a durable data carrier. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general terms and conditions can be consulted electronically and that they will be sent free of charge at the request of the consumer electronically or otherwise.
4. In the event that specific product or service conditions also apply in addition to these general terms and conditions, the second and third paragraphs apply mutatis mutandis and the consumer can always invoke the applicable provision that is most favorable to him in the event of conflicting conditions.

Article 4 - The offer

1. If an offer has a limited period of validity or is made subject to conditions, this will be expressly stated in the offer.
2. The offer contains a complete and accurate description of the products, digital content and/or services offered. The description is sufficiently detailed to allow a proper assessment of the offer by the consumer. If the entrepreneur uses images, these are a true representation of the products, services and/or digital content offered. Obvious mistakes or errors in the offer are not binding on the entrepreneur.
3. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to the acceptance of the offer.

Article 5 - The agreement

1. Subject to the provisions of paragraph 4, the agreement is concluded at the moment of acceptance by the consumer of the offer and the fulfillment of the associated conditions.
2. If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm receipt of the acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed by the entrepreneur, the consumer can dissolve the agreement.
3. If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to secure the electronic transfer of data and ensure a safe web environment. If the consumer can pay electronically, the entrepreneur will observe appropriate security measures.

4. Within legal frameworks, the entrepreneur can inform himself whether the consumer can meet his payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the distance contract. If, on the basis of this investigation, the entrepreneur has good reasons not to enter into the agreement, he is entitled to refuse an order or request with reasons, or to attach special conditions to the execution.
5. The entrepreneur will send the following information to the consumer at the latest when the product, service or digital content is delivered, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable data carrier:
 - a. the visiting address of the establishment of the entrepreneur where the consumer can go with complaints;
 - b. the conditions under which and the manner in which the consumer can make use of the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
 - c. the information about warranties and existing after-sales service;
 - d. the price including all taxes of the product, service or digital content; to the extent applicable, the costs of delivery; and the method of payment, delivery or performance of the distance contract;
 - e. the requirements for terminating the agreement if the agreement has a duration of more than one year or is of indefinite duration;
 - f. if the consumer has a right of withdrawal, the model withdrawal form.
 - g. In the case of a long-term transaction, the provision in the previous paragraph only applies to the first delivery.

Article 6 - Right of withdrawal

For products:

1. The consumer can dissolve an agreement with regard to the purchase of a product during a reflection period of 30 days without stating reasons. The entrepreneur may ask the consumer for the reason for withdrawal, but not oblige him to state his reason(s).
2. The reflection period referred to in paragraph 1 starts on the day after the consumer, or a third party designated by the consumer in advance, who is not the carrier, has received the product, or:
 - a. if the consumer has ordered several products in the same order: the day on which the consumer, or a third party designated by him, has received the last product. The entrepreneur may, provided he has clearly informed the consumer about this prior to the ordering process, refuse an order for several products with different delivery times.
 - b. if the delivery of a product consists of several shipments or parts: the day on which the consumer, or a third party designated by him, has received the last shipment or the last part;
 - c. in the case of agreements for regular delivery of products during a certain period: the day on which the consumer, or a third party designated by him, has received the first product.

Article 7 - Obligations of the consumer during the reflection period

1. During the reflection period, the consumer will handle the product and the packaging with care. He will only unpack or use the product to the extent necessary to determine the nature, characteristics and functioning of the product. The basic principle here is that the consumer may only handle and inspect the product as he would be allowed to do in a store.
2. The consumer is only liable for depreciation of the product that is the result of a way of handling the product that goes beyond what is permitted in paragraph 1.
3. The consumer is not liable for depreciation of the product if the entrepreneur has not provided him with all legally required information about the right of withdrawal before or at the conclusion of the agreement.

Article 8 - Exercise of the right of withdrawal by the consumer and costs thereof

1. If the consumer makes use of his right of withdrawal, he must report this to the entrepreneur within the cooling-off period by means of the model withdrawal form or in another unambiguous manner.
2. As soon as possible, but within 14 days from the day following the notification referred to in paragraph 1, the consumer returns the product, or hands it over to (an authorized representative of) the entrepreneur. This is not necessary if the entrepreneur has offered to

collect the product himself. The consumer has in any case observed the return period if he returns the product before the reflection period has expired.

3. The consumer returns the product with all accessories supplied, if reasonably possible in its original condition and packaging, and in accordance with the reasonable and clear instructions provided by the entrepreneur.
4. The risk and the burden of proof for the correct and timely exercise of the right of withdrawal rests with the consumer.
5. The consumer bears the direct costs of returning the product. If the entrepreneur has not reported that the consumer has to bear these costs or if the entrepreneur indicates that he will bear the costs himself, the consumer does not have to bear the costs for return.
6. If the consumer withdraws after having first explicitly requested that the provision of the service or the supply of gas, water or electricity that have not been made ready for sale in a limited volume or certain quantity starts during the cooling-off period, the consumer is the The entrepreneur owes an amount that is proportional to that part of the obligation that has been fulfilled by the entrepreneur at the time of withdrawal, compared to the full fulfillment of the obligation.
7. The consumer does not bear any costs for the performance of services or the supply of water, gas or electricity that have not been made ready for sale in a limited volume or quantity, or for the supply of district heating, if:
 1. the entrepreneur has not provided the consumer with the legally required information about the right of withdrawal, the reimbursement of costs in the event of withdrawal or the model form for withdrawal, or;
 2. b. the consumer has not expressly requested the commencement of the performance of the service or the delivery of gas, water, electricity or district heating during the reflection period.
 - d. The consumer shall not bear any costs for the full or partial delivery of digital content not supplied on a tangible medium, if:
 - e. he has not expressly agreed to commence fulfillment of the agreement before the end of the cooling-off period prior to its delivery;
 - f. he has not acknowledged to lose his right of withdrawal when granting his consent; or
 - g. the entrepreneur has failed to confirm this statement from the consumer.
8. If the consumer makes use of his right of withdrawal, all additional agreements will be dissolved by operation of law.

Article 9 - Obligations of the entrepreneur in the event of withdrawal

1. If the entrepreneur makes the notification of withdrawal by the consumer possible electronically, he will immediately send a confirmation of receipt after receiving this notification.
2. The entrepreneur reimburses all payments from the consumer, including any delivery costs charged by the entrepreneur for the returned product, without delay but within 14 days following the day on which the consumer notifies him of the withdrawal. Unless the entrepreneur offers to collect the product himself, he may wait with repayment until he has received the product or until the consumer demonstrates that he has returned the product, whichever is earlier.
3. The entrepreneur uses the same payment method that the consumer has used for reimbursement, unless the consumer agrees to a different method. The refund is free of charge for the consumer.
4. If the consumer has opted for a more expensive method of delivery than the cheapest standard delivery, the entrepreneur does not have to reimburse the additional costs for the more expensive method.

Article 10 - Exclusion right of withdrawal

The entrepreneur can exclude the following products and services from the right of withdrawal, but only if the entrepreneur has clearly stated this in the offer, at least in time for the conclusion of the agreement:

1. Products or services whose price is subject to fluctuations in the financial market over which the entrepreneur has no influence and which may occur within the withdrawal period;
2. Agreements concluded during a public auction. A public auction is understood to mean a sales method whereby products, digital content and/or services are offered by the entrepreneur to the consumer who is personally present or who is given the opportunity to be personally

present at the auction, under the direction of an auctioneer, and where successful bidder is obliged to purchase the products, digital content and/or services;

3. Service agreements, after full performance of the service, but only if:
 - a. the execution has started with the express prior consent of the consumer; and
 - b. the consumer has declared that he will lose his right of withdrawal as soon as the entrepreneur has fully performed the agreement;
4. Products manufactured to consumer specifications, which are not prefabricated and which are manufactured on the basis of an individual choice or decision of the consumer, or which are clearly intended for a specific person;
5. Products that spoil quickly or have a limited shelf life;
6. Sealed products, such as earrings, which are not suitable for return for reasons of health protection or hygiene and of which the seal has been broken after delivery;
7. Products that are irrevocably mixed with other products after delivery by their nature;
8. The supply of digital content other than on a tangible medium, but only if:
 - a. the execution has started with the express prior consent of the consumer; and
 - b. the consumer has declared that he loses his right of withdrawal.

Article 11 - The price

1. During the period of validity stated in the offer, the prices of the products and/or services offered are not increased, except for price changes as a result of changes in VAT rates.
2. Contrary to the previous paragraph, the entrepreneur can offer variable prices for products or services whose prices are subject to fluctuations in the financial market and over which the entrepreneur has no influence. This dependence on fluctuations and the fact that any prices stated are target prices are stated in the offer.
3. Price increases within 3 months after the conclusion of the agreement are only permitted if they are the result of statutory regulations or provisions.
4. Price increases from 3 months after the conclusion of the agreement are only permitted if the entrepreneur has stipulated this and:
 - a. they are the result of statutory regulations or provisions; or
 - b. the consumer has the authority to cancel the agreement with effect from the day on which the price increase takes effect.
5. The prices stated in the offer of products or services include VAT.

Article 12 - Compliance with the agreement and extra guarantee

1. The entrepreneur guarantees that the products and/or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or usability and the statutory provisions existing on the date of the conclusion of the agreement. regulations and/or government regulations. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.
2. An extra guarantee provided by the entrepreneur, his supplier, manufacturer or importer never limits the legal rights and claims that the consumer can assert against the entrepreneur under the agreement if the entrepreneur has failed to comply with his part of the agreement.
3. An extra guarantee is understood to mean any commitment by the entrepreneur, his supplier, importer or producer in which he grants the consumer certain rights or claims that go beyond what is legally required in the event that he has failed to fulfill his part of the obligations. the agreement.

Article 13 - Delivery and execution

1. The entrepreneur will take the greatest possible care when receiving and executing orders for products and when assessing applications for the provision of services.
2. The place of delivery is the address that the consumer has made known to the entrepreneur.
3. With due observance of what is stated in article 4 of these general terms and conditions, the entrepreneur will execute accepted orders expeditiously but at the latest within 3 working days, unless a different delivery period has been agreed. If the delivery is delayed, or if an order cannot or only partially be executed, the consumer will be notified of this no later than 72 hours after he has placed the order. In that case, the consumer has the right to dissolve the agreement without costs and is entitled to any compensation.
4. After dissolution in accordance with the previous paragraph, the entrepreneur will immediately refund the amount that the consumer has paid.

5. The risk of damage and/or loss of products rests with the entrepreneur until the moment of delivery to the consumer or a representative designated in advance and made known to the entrepreneur, unless expressly agreed otherwise.

Article 14 - Duration transactions: duration, cancellation and extension

Cancellation:

1. The consumer can cancel an agreement that has been entered into for an indefinite period and that extends to the regular delivery of products (including electricity) or services, at any time with due observance of the agreed cancellation rules and a notice period of no more than one month.
2. The consumer can terminate an agreement that has been entered into for a definite period and which extends to the regular delivery of products (including electricity) or services, at any time towards the end of the fixed term, with due observance of the agreed cancellation rules and a notice period of a maximum of one month.
3. The consumer can conclude the agreements referred to in the previous paragraphs:
 - a. cancel at any time and are not limited to cancellation at a specific time or period;
 - b. at least cancel in the same way as they entered into by him;
 - c. always cancel with the same notice period as the entrepreneur has stipulated for himself.

Extension:

4. An agreement that has been entered into for a definite period and which extends to the regular delivery of products (including electricity) or services, may not be tacitly extended or renewed for a definite period.
5. Contrary to the previous paragraph, a contract that has been entered into for a definite period and which extends to the regular delivery of daily news and weekly newspapers and magazines may be tacitly extended for a fixed term of a maximum of three months, if the consumer has extended this can terminate the agreement towards the end of the extension with a notice period of at most one month.
6. An agreement that has been entered into for a definite period and which extends to the regular delivery of products or services may only be tacitly extended for an indefinite period if the consumer is allowed to cancel at any time with a notice period of no more than one month. The notice period is a maximum of three months if the agreement extends to the regular, but less than once a month, delivery of daily, news and weekly newspapers and magazines.
7. An agreement with a limited duration for the regular delivery of daily, news and weekly newspapers and magazines (trial or introductory subscription) is not tacitly continued and ends automatically after the trial or introductory period.

Expensive:

8. If an agreement has a duration of more than one year, the consumer may terminate the agreement at any time after one year with a notice period of no more than one month, unless reasonableness and fairness oppose cancellation before the end of the agreed duration. resist.

Article 15 - Payment

1. The entrepreneur will proceed to delivery of the order after receipt of payment. The entrepreneur offers the consumer the following secure payment methods.

Straight away:

1. iDeal
2. Visa, Mastercard and Maestro

Afterwards:

3. Afterpay: the consumer can use Afterpay if they are 18 years of age or older. AfterPay carries out the complete post-payment process for **www.mybendel.com**. This means that the consumer receives a digital invoice from AfterPay via e-mail to pay for the purchased product(s). The consumer can pay a digital invoice at **www.mybendel.com** up to an amount of **€150** if he pays for the first time via AfterPay. If the consumer is already known to AfterPay, he can pay up to an amount of **€250**. AfterPay carries out a data check to approve the request to pay with digital invoice. AfterPay applies a strict privacy policy as described in its [privacy statement](#). In the unlikely event that the request for payment with a digital invoice is not authorized, the consumer can of course pay for the product to be purchased with another

payment method offered by the entrepreneur. The consumer can always contact AfterPay with questions. More information is available in the [consumer section](#) of the AfterPay website.

2. All payments are made via the secure connection of Mollie or Afterpay. The entrepreneur never has access to personal data of the consumer, such as the credit card or bank account number.
3. Insofar as not stipulated otherwise in the agreement or additional terms and conditions, the amounts owed by the consumer must be paid within 14 days after the start of the cooling-off period, or in the absence of a cooling-off period within 14 days after the conclusion of the agreement. In the case of an agreement to provide a service, this period starts on the day after the consumer has received confirmation of the agreement.
4. When selling products to consumers, the consumer may never be obliged in general terms and conditions to pay more than 50% in advance. When advance payment is stipulated, the consumer cannot assert any rights with regard to the execution of the relevant order or service(s) before the stipulated advance payment has been made.
5. The consumer has the obligation to immediately report inaccuracies in the payment details provided or stated to the entrepreneur.
6. If the consumer does not fulfill his payment obligation(s) in time, after he has been informed by the entrepreneur of the late payment and the entrepreneur has granted the consumer a period of 14 days to still meet his payment obligations, after failure to pay within this 14-day period, the statutory interest will be owed on the amount still owed and the entrepreneur is entitled to charge the extrajudicial collection costs incurred by him. These collection costs amount to a maximum of: 15% on outstanding amounts up to € 2,500; 10% on the next € 2,500 and 5% on the next € 5,000 with a minimum of € 40, =. The entrepreneur can deviate from the stated amounts and percentages in favor of the consumer.

Article 16 - Complaints procedure

1. If the consumer is not satisfied with the delivery, the product or if you want to submit a complaint, you can contact the customer service of the entrepreneur via 010-7670042 or by filling in the [contact form](#). The consumer is expected to provide the following information:
 - a. Full name
 - b. Order number
 - c. Order date
 - d. Clear description of the complaint
 - e. Image if it concerns a product complaint
2. Complaints about the implementation of the agreement must be submitted fully and clearly described to the entrepreneur within a reasonable time after the consumer has discovered the defects.
3. Complaints submitted to the entrepreneur will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the entrepreneur will answer within the period of 14 days with a notification of receipt and an indication when the consumer can expect a more detailed answer.
4. The consumer must give the entrepreneur at least 4 weeks to resolve the complaint in mutual consultation. After this term, a dispute arises that is subject to the dispute settlement procedure.

Article 17 - Disputes

1. Agreements between the entrepreneur and the consumer to which these general terms and conditions apply are exclusively governed by Dutch law.

Article 18 - Additional or different provisions

Additional provisions or provisions that deviate from these general terms and conditions may not be to the detriment of the consumer and must be recorded in writing or in such a way that they can be stored by the consumer in an accessible manner on a durable data carrier.

APPENDIX I: WITHDRAWAL FORM

You have the right to withdraw from the agreement at My Bendel within a period of 30 days. After withdrawal you have 14 days to return the products. Print this form, fill in the details below and return it together with your jewelry (s) in original packaging (if reasonably possible) to:

My Bendel
Antwoordnummer 724
2900 WE Capelle aan den IJssel

Your contact details

Name: _____
Street: _____
Place: _____
Phone: _____
E-mail: _____

Invoice details

Order number: _____
Invoice number: _____
Invoice date: _____

Product(s) to return

Product: _____
Article number: _____
Quantity: _____

What is the reason for this return?

<input type="checkbox"/>	Wrong size
<input type="checkbox"/>	Not pretty
<input type="checkbox"/>	Damaged
<input type="checkbox"/>	Other, namely: _____

If you want to exchange a piece of jewelry, you can write down the product and size below.

Please note, exchange is possible with the exception of:

- Products that have not been returned within 14 days after the cooling-off period
- Hygiene products (such as earrings) of which the seal has been broken after delivery
- For the following products, we can charge for depreciation costs for use / damage:
 - o Products that you have worn
 - o Damaged products due to improper use