



## Terms & Conditions – Orders within the European Union

**TO PROTECT YOUR OWN INTERESTS YOU MUST READ AND UNDERSTAND THE FOLLOWING IMPORTANT TERMS BEFORE PURCHASING GOODS FROM OUR WEBSITE.**

We are The Winged Wolf and we own and operate this website ("www.thewingedwolf.com").

"We" "us" or "our" means:

### **The Winged Wolf**

John Fitzgerald Kennedylaan 115

3931 XH Woudenberg

Telephone: 06-54987941

E-mailaddress: [info@thewingedwolf.com](mailto:info@thewingedwolf.com)

[www.thewingedwolf.com](http://www.thewingedwolf.com)

KvK-number (Chamber of Commerce): 52508587

Tax identification number: NL176927554B02

### **1. The contract between us**

1.1 These Terms explain how you may buy goods from the Website. You should read these Terms carefully before buying any goods. When buying any goods you agree to be bound by these Terms, our Website Terms of Use and the documents referred to in them. If you do not agree with or accept any of these Terms, you will not be allowed to buy any goods unless we agree otherwise. If you have any questions about these Terms, please contact Customer Service via [info@thewingedwolf.com](mailto:info@thewingedwolf.com).

1.2 We must receive payment of the whole of the price for the goods that you order before your order can be accepted. Once payment has been received by us we will confirm that your order has been accepted by sending an email to you at the email address you provide in your order form. Our acceptance of your order brings into existence a legally binding contract between us ("the Contract").

1.3 When placing an order on the Website, you should take care to ensure that all of the information that you provide to us is correct. Therefore please ensure that you take enough time to read and check your order before submitting it to us. If you need to correct any errors you can do so before submitting it to us.

### **2. Price**

2.1 The prices payable for goods that you order are as set out in our website.

2.2 You will be required to pay extra for delivery unless otherwise stated and it might not be possible for us to deliver to some locations. Our delivery charges are set out in our Website.

### **3. Right for you to cancel your contract**



3.1 You may cancel the Contract with us for the goods that you order at any time up to the end of the fourteenth working day from the date you receive the goods. You do not need to give us any reason for cancelling your contract nor will you have to pay any penalty.

3.2 To cancel your contract you must notify us in writing at [info@thewingedwolf.com](mailto:info@thewingedwolf.com)

3.4 If you have received the goods before you cancel the Contract then you must send the goods back to our contact address at your own cost and risk within 14 days of cancelling the Contract. If you cancel your Contract but we have already processed the goods for delivery you must not unpack the goods when they are received by you and you must send the goods back to us at our contact address at your own cost and risk as soon as possible. Until you send the goods back to us, you have a legal duty to keep the goods in your possession, to take reasonable care of them and not to use them before you return them to us.

3.5 Once you have notified us that you are cancelling your contract, any sum debited to us from your credit or debit card will be credited to the account which you used to pay for the goods without undue delay. If the goods have not yet been despatched to you, your account will be credited within 14 days of you cancelling the Contract. If the goods have been despatched to you, your account will be credited within the time period specified in law which is typically 14 days after we receive the goods back from you.

3.6 We will refund the price of the goods and any standard delivery charges paid by you to have them delivered to you. If you are cancelling the Contract and returning the goods because of a defect or because the goods were not as described, we will also refund any reasonable costs that you incur in returning the goods to us.

3.7 If you do not pay the full costs of returning the goods to us, we shall be entitled to deduct the direct costs of recovering the goods from the amount to be credited to you.

3.8 If the value of the goods returned to us is less than it was because you have handled them beyond what is necessary to see the nature, characteristics and functioning of the goods (for example if it goes beyond the sort of handling that might reasonably be allowed in a shop) then we may charge you an appropriate amount and take that amount from what we owe you.

#### **4. Cancellation by us**

4.1 We reserve the right to cancel the contract between us if:

4.1.1 we have insufficient stock to deliver the goods you have ordered;

4.1.2 we do not deliver to your area; or

4.1.3 one or more of the goods you ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by us from our suppliers.

4.2 If we cancel your contract we will notify you by email and will credit to your account any sum deducted by us from your credit card as soon as possible but in any event within 30 days of your order. We will not be obliged to offer any additional compensation for disappointment suffered.

#### **5. Delivery of goods to you**

5.1 We will deliver the goods ordered by you to the address you give us for delivery at the time you make your order.

5.2 Delivery will be made as soon as possible after your order is accepted and in any event within 30 days of your order.

5.3 You will become the owner of the goods you have ordered when they have been delivered to you. Once goods have been delivered to you they will be held at your own risk and we will not be liable for their loss or destruction.

#### **6. Liability**



6.1 If the goods we deliver are not what you ordered or are damaged or defective or the delivery is of an incorrect quantity, we shall have no liability to you unless you notify us in writing at our contact address of the problem within 10 working days of the delivery of the goods in question.

6.2 If you do not receive the goods ordered within 30 days of the date on which you ordered them, we shall have no liability to you unless you notify us in writing at our contact address of the problem within 40 days of the date on which you ordered the goods.

6.3 If you notify a problem to us under clauses 6.1 or 6.2 above, our only obligation will be, at your option:

6.3.1 to make good any shortage or non-delivery;

6.3.2 to replace or repair any goods that are damaged or defective; or

6.3.3 to refund to you the amount paid by you for the goods in question in whatever way we choose.

6.4 When you buy goods from us under these Terms you have legal rights. These are also known as 'statutory rights' as they are derived from laws such as the Sale of Goods Act 1979 (as this Act has been amended from time to time). The law gives you certain legal rights including that the goods are of satisfactory quality, as described, and fit for their purpose. Nothing in these Terms affects these legal rights. Further information on your legal rights can be obtained from your local Citizens' Advice Bureau.

6.5 Save as precluded by law, we will not be liable to you for any indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill) howsoever arising out of any problem you notify to us under this condition and we shall have no liability to pay any money to you by way of compensation other than to refund to you the amount paid by you for the goods in question under clause 6.3.3 above.

6.6 Notwithstanding the foregoing, nothing in these Terms is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

6.7 You must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase goods from our Website. The importation or exportation of certain of our goods to you may be prohibited by certain national laws. We make no representation and accept no liability in respect of the export or import of the goods you purchase.

## **7. Events beyond our control**

We shall have no liability to you for any failure to deliver goods you have ordered or any delay in doing so or for any damage or defect to goods delivered that is caused by any event or circumstance beyond our reasonable control including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident.

## **8. Notices**

Unless otherwise expressly stated in these Terms, all notices from you to us must be in writing and sent to our contact address at John F. Kennedylaan 115, 3931 XH Woudenberg, The Netherlands and all notices from us to you will be displayed on our Website from time to time.

## **9. Invalidity**

If any part of these Terms is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

## **10. Privacy**

You acknowledge and agree to be bound by the terms of our Privacy Policy.

## **11. Third party rights**



Except for our affiliates, directors, employees or representatives, a person who is not a party to this agreement has no right to enforce any term of this agreement but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

## **12. Governing law**

The contract between us shall be governed by and interpreted in accordance with Dutch law and the Dutch courts shall have jurisdiction to resolve any disputes between us.

## **13. Entire agreement**

These Terms, together with our current website prices, delivery details, contact details, disclaimer, Website Terms of Use and Privacy Policy, set out the whole of our agreement relating to the supply of the goods to you by us. Nothing said by any sales person on our behalf should be understood as a variation of these Terms and conditions or as an authorised representation about the nature or quality of any goods offered for sale by us. Save for fraud or fraudulent misrepresentation, we shall have no liability for any such representation being untrue or misleading.