

GENERAL CONDITIONS
Fabulous Cosmetic

Present General Conditions are used by:

Fabulous Cosmetic
Vondelstraat 50
1321 VX ALMERE
The Netherlands

Registered in the company register with the Chamber of Commerce in Almere with number **50703471**. The BTW-number (Dutch VAT) of Fabulous Cosmetic is: **NL195.805.069.B02**.

Fabulous Cosmetic can be reached by phone at phone number **0031-(0)6-14236651** and moreover within reach by e-mail, by sending an e-mail to **info@fabulouscosmetic.nl**.

Article 1 Definitions

In these General Conditions used words, singular or plural, that start with a capital letter, have the meaning of the italic words as defined underneath in this article.

- 1.1 General Conditions: present general conditions.
- 1.2 Order procedure: The procedure that the Customer goes through in an interactive way at the Website on ordering Products.
- 1.3 Customer: the other party of Fabulous Cosmetic with whom Fabulous Cosmetic enters into a Contract.
- 1.4 Contract: contract of which the General Conditions are an integral part of concerning the sale and delivery of Products.
- 1.5 Parties: Fabulous Cosmetic and Customer together.
- 1.6 Fabulous Cosmetic: the party that operates the General Conditions, also opposing party of Customer.
- 1.7 Website: the website of Fabulous Cosmetic, to be found under the URL's <http://www.fabulouscosmetic.nl> and <http://www.fabulouscosmetic.eu>.
- 1.8 Products: products that Fabulous Cosmetic offers on her Website, which Customer can order.

Article 2 Appropriateness

- 2.1 The General Conditions are applicable to all Contracts, possible (e-mail) newsletters, the Website, the Order procedure as well as contacts and / or (juristic) acts between Parties, also when these (juristic) acts could not lead to a Contract.
- 2.2 Appropriateness of general delivery or payment conditions and / or other general or special conditions of Customer are expressly exclusive.

Article 3 Realization Contract

- 3.1 The Products as offered on the Website with accompanying prices as an offer without obligations, which can be accepted by Customer by going through and completing the entire Order procedure.
- 3.2 Fabulous Cosmetic does not guarantee that the offer as referred to before is without mistakes and / or omissions. Misprints are expressly reserved and can be a foundation for not accepting the Contract. If Fabulous Cosmetic decides so, she will immediately inform the Customer with this.
- 3.3 If the Contract is not established or disbanded, for what reason so ever, under which is included the situation as referred to in the preceding subsection, Fabulous Cosmetic bears the responsibility for -when the Customer paid in advance, refunding the paid amounts to the Customer as soon as is possible for Fabulous Cosmetic, including the initial shipping costs. This refund will at least take place within 30 (Thirty) days.

Article 4 Prices and payment

- 4.1 Prices as stated on the Website are inclusive VAT, as well as inclusive other enforced levies as stipulated by the authorities. The prices are exclusive shipping costs. The Customer will be charged for these during the Order procedure.
- 4.2 Fabulous Cosmetic is authorized to adjust the prices at any time. With price changes, the latter has no consequences for current Contracts, which will be executed for the prices that were agreed upon.
- 4.3 The due amounts can be paid by the Customer in three ways:
a. by means of electronic prepayment via iDEAL during Order procedure;
b. by means of electronic prepayment via PayPal during Order procedure;
c. by means of electronic prepayment via Credit Card during Order procedure;

Article 5 Delivery period

- 5.1 The delivery periods as stated on the Website as well as in confirmation e-mails are indicative.
- 5.2 Fabulous Cosmetic will make a supreme effort to achieve these indicative stated delivery periods.
- 5.3 If and as far as Fabulous Cosmetic cannot deliver the ordered Products to Customer within 30 (Thirty) days, the Customer has the right to cancel the Contract, after Fabulous Cosmetic informed not being able to execute the Contract within the stated period. Then, Article 3.3 is in accordance application.

Article 6 Revocation right

- 6.1 The Customer has the right to return the delivered Products to Fabulous Cosmetic within seven (7) weekdays after receipt, without providing reasons (so without having to fill in the complaint form as stated in article 7.1) provided that:
- a. in view of the type of the Products, mostly make-up, the Products are in their original and unopened package and are not used;
(optional when, for example, the products are of a private type)
 - b. the Products are returned at the expense of the Customer, not sufficiently stamped packages will not be accepted by Fabulous Cosmetic;
 - c. the Customer itself is responsible for the way of shipment and for the risk of the package -and this responsibility and the risk herewith is accepted by Customer- until Fabulous Cosmetic received it.
- 6.2 The revocation counts as disbanding value whereby the Customer has the right to refund of which is already paid. With revocation, article 3.3 is in accordance application.

Article 7 Complaints

- 7.1 If and as far as the Customer believes the characteristics of the Products do not satisfy the Contract, the Customer will consult Fabulous Cosmetic, after which Customer has the right to return the Products to Fabulous Cosmetic provided that:
- a. Customer has inspected the delivered after receipt and reported possible defects in writing to Fabulous Cosmetic within a qualified period;
 - b. the complaint form as delivered with the package is filled in completely, and with absence of it, can be downloaded from the Website and filled in completely afterwards;
 - c. the Products are returned at the expense of the Customer, not sufficiently stamped packages will not be accepted by Fabulous Cosmetic;

d. the Customer itself is responsible for the way of shipment and for the risk of the package -and this responsibility and the risk herewith is accepted by Customer- until Fabulous Cosmetic received it.

7.2 If investigation carried out by Fabulous Cosmetic proves that the Products do comply with the Contract, Fabulous Cosmetic will consult with Customer.

7.3 If investigation of Fabulous Cosmetic indeed proves that the characteristics of the Products do not comply with the Contract, the Customer has the right to a substitute product, if still available, and refund of the shipping costs as stated under b of article 7.1. Might the substitute product not be available, the Customer has the right to:

a. the selecting of a substitute product of the same value as Product which did not turn out to be satisfactory, if the selected product is more expensive than Product which did not turn out to be satisfactory, the Customer will contribute the difference in price, if the selected product is cheaper than the Product that did not turn out to be satisfactory, the Customer will receive the difference in price, where the last sentence of article 3.3 is in accordance application;

b. refund of the value of the Product which counts as (partial) annulment of the Contract, where the last sentence of article 3.3 is in accordance application.

7.4 When speaking of the value of the Product in the preceding subsection, the price that is agreed upon in the Contract is referred to.

7.5 During the period as stated in article 6.1, the Customer may also use the right as given in that article. Nevertheless, with a filled-in complaint form the procedure as in this article is supposed.

Article 8 Process personal data

8.1 If and as far as personal data of Customer is processed, this processing is merely about:

a. executing and giving shape to the Contract;

b. subject to the limitation of the following subsection, informing the Customer with (new) Products and services of Fabulous Cosmetic

8.2 For sending commercial expressions via electronic way to Customers (for example, but not exclusively, e-mail newsletters and SMS messages) as stated in preceding subsection under b, the Customer is asked for permission during the Order procedure, and only when this permission is given by the Customer, Fabulous Cosmetic will send these expressions.

8.3 The Customer has the right to inspect her personal data free of charge and at all times and permits Fabulous Cosmetic to adjust these data if required when inaccuracies occur.

Article 9 Applicable law, complaints and disputes

- 9.1 The Dutch legislation is applicable to the Contract and to Contracts resulting from this.
- 9.2 If and as far as a complaint comes up, the Customer contacts Fabulous Cosmetic, which contact can be executed by telephone, in writing and electronic. The contact data which can be used for this are given at the top of present General Conditions. Fabulous Cosmetic will react to a complaint not later than within 30 (Thirty) days as stated for this.

Article 10 Other stipulations

- 10.1 Fabulous Cosmetic is authorized to adjust present General Conditions at all times. After change of the General conditions, current General Conditions will be executed with the old conditions that was agreed upon.
- 10.2 If and as far as Fabulous Cosmetic provided log in data for the Order procedure, the Customer himself bears the responsibility for these data. These data are strictly personal and may not be assigned under any circumstances. The Customer himself is responsible for the consequences of the careful handling of these data.

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