

## Igor & James - Terms and Conditions

### Introduction

These are our General Terms and Conditions. These General Terms and Conditions always apply when you use our Website or place an order through our Website, and they contain important information for you as a buyer. Please read them carefully. We also recommend that you save or print these General Terms and Conditions so that you can consult them at a later time.

### Definitions

**Igor & James:** based in Den Haag and registered with the Chamber of Commerce under file number , trading as Igor & James.

**Website:** the Website of Igor & James, to be found on [www.igorjames.com](http://www.igorjames.com) and all of its subdomains.

**Client:** the natural person or corporation who enters into an agreement with Igor & James and/or is registered on the Website.

**Agreement:** any arrangement or agreement between Igor & James and the Client of which the General Terms and Conditions are an integral part.

**General Terms and Conditions:** these General Terms and Conditions.

### Article 1. Applicability of the General Terms and Conditions

1.1. The General Terms and Conditions apply to all offers, agreements and deliveries of Igor & James, unless explicitly agreed otherwise in writing.

1.2. If the Client in his order, confirmation or any other communication alleging acceptance of the General Terms and Provisions includes any provisions that differ from, or are not included in the General Terms and Conditions, such provisions will only be binding upon Igor & James if and in so far as Igor & James has accepted them in writing.

1.3. In cases where specific product or service-related terms and conditions apply in addition to these general terms and conditions, Client can always invoke the applicable condition that is most favorable to him in the event of incompatible general terms and conditions.

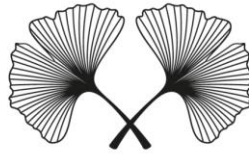
### Article 2. Prices and information

2.1. All prices posted on the Website and in other materials originating from Igor & James include taxes and other levies imposed by the government, unless stated otherwise on the website.

The shipping costs are calculated and will be different depending on the shipping country. These costs can also be found on the Website and will be displayed during the ordering process.

2.2. The content of the Website is composed with the greatest care. Igor & James cannot, however, guarantee that all information on the Website is correct and complete at all times. All prices and other information posted on the Website and in other materials originating from Igor & James are subject to obvious programming and typing errors.

2.3. Igor & James cannot be held responsible for deviations in colour that result from the quality of the colours displayed on the screen.



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### **Article 3. Conclusion of the Agreement**

3.1. The Agreement will be deemed to be concluded at the moment the Client accepts the offer of Igor & James subject to the conditions laid down by Igor & James.

3.2. If the Client has accepted the offer by electronic means, Igor & James will confirm receipt of acceptance of the offer by electronic means without delay. Until such receipt of acceptance is confirmed, the Client will have the possibility to dissolve the Agreement.

3.3. If it is found that, in accepting or otherwise entering into the Agreement, the Client has provided incorrect data, Igor & James will have the right demand fulfilment of the Client's obligations until the correct data is received.

### **Article 4. Registration**

4.1. To make optimum use of the Website, the Client can register using the registration form/the account sign-in option on the Website.

4.2. During the registration process, the Client will be asked to choose a user name and password with which he can log on to the Website. The Client alone is responsible for choosing a sufficiently reliable password.

4.3. The Client must keep its login credentials, user name and password strictly confidential. Igor & James cannot be held liable for any misuse of the login credentials and is always entitled to assume that the Client who logs on to the Website is the party that it professes to be. The Client is responsible for and bears the full risk of any and all actions and transactions performed via the Client's account.

4.4. If the Client knows or has reason to suspect that its login details have become available to unauthorised parties, it will be required to change its password as soon as possible and/or to notify Igor & James accordingly so as to allow Igor & James to take appropriate measures.

### **Article 5. Execution of the Agreement**

5.1. As soon as Igor & James has received the order, it will send the products to the Client without delay and with due regard for the provisions of paragraph 3 of this article.

5.2. Igor & James is authorised to engage third parties in the fulfilment of its obligations under the Agreement.

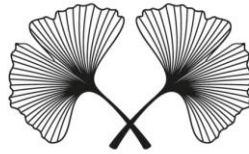
5.3. In principle, the delivery term is 5 working days depending on the country. Delivery may be effected in various ways, at the discretion of Igor & James.

5.4. If Igor & James is unable to deliver the products within the agreed term, it will notify the Client accordingly. In that case the Client can decide either to agree to a new delivery date or to dissolve the Agreement without incurring any costs.

5.5. Igor & James advises the Client to inspect the products upon delivery and to report any defects within an appropriate period, preferably in writing or by email. For further details, see the article about guarantee and conformity.

5.6. The risks associated with the products will transfer to the Client as soon as the products are delivered at the agreed delivery address.

5.7. If the ordered product can no longer be supplied, Igor & James is entitled to deliver a product which is comparable in nature and quality to the ordered product.



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In that case, the Client will have the right to dissolve the Agreement without incurring any costs and to return the product free of charge.

### **Article 6. Right of withdrawal/return**

6.1. This article only applies if the Client is a natural person who is not acting in his or her professional or commercial capacity. Business Clients therefore have no right of withdrawal.

6.2. The Client will have the right to dissolve the distance Agreement with Igor & James within 14 days after receiving the product, free of charge and without stating reasons.

6.3. The term commences on the day after the product was received by the consumer, or a third party designated by the consumer, who is not the transporting party, or:

- if the delivery of a product involves different deliveries or parts: the day on which the Client, or a third party designated by the Client, received the last delivery or the last part;
- with contracts for the regular delivery of products during a given period: the day on which the Client, or a third party designated by the Client, received the last product;
- if the Client has ordered several products: the day on which the Client, or a third party designated by the Client, received the last product.

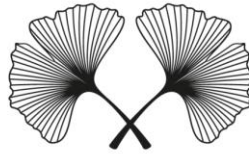
6.4. Only the direct costs incurred for the return shipment are for the Client's account. This means that the Client will have to pay the costs of returning the product. Any shipping costs paid by the Client and the purchase price paid for the product will be refunded to the Client if the entire order is returned.

6.5. During the withdrawal period referred to in paragraph 1 above, the Client will treat the product and its packaging with the utmost care. The Client may not open the packaging or use the product unless this is necessary in order to determine the nature of the products, their features and their operation.

6.6. The Client is only liable for the product's devaluation that is a consequence of his handling the product other than as permitted in.

6.7. The Client can dissolve the Agreement in accordance with paragraph 1 of this article by reporting the withdrawal (digital or in order form) to Igor & James, within the withdrawal period, by means of the model form for right of withdrawal or in some other unequivocal way. If Igor & James makes it possible for the Client to declare his withdrawal via electronic/digital means, then after receiving such a declaration, Igor & James sends immediate confirmation of receipt.

6.8. As quickly as possible, but no later than 14 days after the day of reporting as referred to in paragraph 1, the Client shall return the product, or hand it over to (a representative of) Igor & James. Client can send the product directly to Igor & James without a notice of withdrawal in advance within the period as mentioned in paragraph 1 Client must in this case, include a written notice of withdrawal, such as the model form.



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Products can be returned to the following address:

Igor & James  
Saturnusstraat 60 - Unit 18  
2516 AH Den Haag - The Netherlands

6.9. Any amounts already paid by the Client (in advance) will be refunded to the Client as soon as possible, and in any case within 14 days after dissolution of the Agreement. If the Client chose an expensive method of delivery in preference to the cheapest standard delivery, Igor & James does not have to refund the additional costs of the more expensive method.

6.10. Except in cases in which Igor & James has offered to retrieve the product himself, he can postpone refunding until he has received the product or until the Client proves he has returned the product, depending on which occurs earlier.

6.11. Information about the applicability or non-applicability of a right of withdrawal and any required procedure will be posted clearly on the Website, well before the Agreement is concluded.

### **Article 7. Payment/Discount codes/Gift cards**

7.1. The Client shall pay the amounts due to Igor & James in accordance with the ordering procedure and any payment methods indicated on the Website. Igor & James is free to offer any payment method of its choice and may change these methods at any time.

7.2. Only one discount code can be used per order.

Igor & James reserves the right to refuse or cancel the use of a discount code without any further discussion

7.3. Once a gift card has been issued, the card becomes that customers' property. Gift Cards cannot be used in the purchase of another Gift Card.

Igor & James reserves the right to refuse or cancel a gift card without any further discussion.

Gift cards have a validity of 12 months, and don't need to be spent all at once.

Gift cards are only valid on the site in which they have been purchased from.

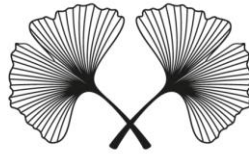
I.e. [www.igorjames.com](http://www.igorjames.com) gift card purchases can only be utilized on the .com store.

### **Article 8. Warranty and conformity**

8.1. This article only applies if the Client is a natural person who is not acting in his or her professional or commercial capacity. If Igor & James gives a separate warranty on the products then, without prejudice to the aforesaid, this applies to all types of customers.

8.2. Igor & James guarantees that the products are in conformity with the Agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or usability and with the existing statutory provisions and/or government regulations that are in force from the date of entering into the Agreement. If specifically agreed, Igor & James also guarantees that the product is suitable for other than normal use.

8.3. If the delivered product is not in conformity with the Agreement, Customer must inform Igor & James within a reasonable period of time after he has discovered the defect.



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8.4. If Igor & James deems the complaint to be correct, the faulty product(s) will be repaired, replaced or refunded in consultation with the Customer. The maximum amount of compensation is, having regard to the Article on liability, equal to the price paid by Customer for the product.

### **Article 9. Complaints handling procedure**

9.1. If the Client has any grievances in connection with a product (in accordance with the article on warranties and conformity) and/or about other aspects of Igor & James's service, it can submit a complaint by telephone, by email or by post. See the contact details at the bottom of the General Terms and Conditions.

9.2. Igor & James will respond to the complaint as soon as possible, and in any case within 5 days after having received it. If it is not yet possible for Igor & James to formulate a substantive reaction to the complaint by that time, Igor & James will confirm receipt of the complaint within 5 days after having received it and give an indication of the term within which it expects to be able to give a substantive or definitive reaction to the Client's complaint.

### **Article 10. Personal details**

10.1. Igor & James will process the Client's personal details in accordance with the privacy statement published on the Website.

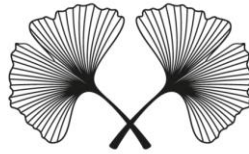
### **Article 11. Final provisions**

11.1. This agreement is governed by the laws of the country of establishment of the webshop.

11.2. Insofar as not dictated otherwise by mandatory law, any disputes ensuing from the Agreement will be submitted to the competent Dutch court in the district where Igor & James has its registered office.

11.3. If any provision set out in these General Terms and Conditions should prove to be void, this will not affect the validity of the General Terms and Conditions as a whole. In that case, the Parties will lay down one or more new provisions in replacement which will reflect the original provision as much as is possible under the law.

11.4. The term 'written' in these General Terms and Conditions also refers to communication by email and fax, provided that the sender's identity and the integrity of the email message have been sufficiently established.



## **Igor & James - Terms and Conditions**

### ***Contact details***

Should you have any questions, complaints or comments after reading these General Terms and Conditions, please contact us by email or letter.

Igor & James  
Saturnusstraat 60 - Unit 18  
2516 AH Den Haag - The Netherlands

E-Mailaddress: [info@igorjames.com](mailto:info@igorjames.com)

VAT Number: NL857677846B01

Chamber of Commerce: 68988575

IBAN: NL92INGB0007773593

Swift / BIC: INGBNL2A

Our Customer Service: [customerservice@igorjames.com](mailto:customerservice@igorjames.com)