

User Terms and Conditions

1. Application

By visiting this website, www.spunkystrings.com (hereafter referred to as the "Website") or placing an order on this Website, you (the "Customer") declare to agree with the following terms and conditions and to promise to adhere to these. Any terms and conditions of the Customer are not applicable.

You will be able to save and print these general User Terms and Conditions.

Please do not place an order if you do not agree with any of the terms and conditions. We reserve the right to amend these terms and conditions at any time. Before placing an order, you should check the latest version of the terms and conditions for any amendments.

These User Terms and Conditions determine the rights and obligations of both Parties, which originate from the visit and online sale of the products offered on the Website. All services are provided by Spunky Strings in Belgium. Any agreement between Parties is always considered to be executed in Belgium, even when Spunky Strings agrees to send products to other countries. Any sales agreement can only be concluded in Dutch, English or French and the language used between the Parties will only be one of these three languages. Any orders must be placed in Belgium. If delivery takes place abroad, Spunky Strings will act as an exporter and the recipient as an importer.

You must be legally competent in order to be able to purchase a Product from Spunky Strings.

2. Spunky Strings

The Website is operated by Spunky Strings BVBA, with its registered office at Amerikalei 209, 2000 Antwerp, Belgium, company number 0849.135.723 and bank account number IBAN BE80 7310 2797 5377, BIC KREDBEBB, RPR Antwerp (hereafter referred to as "Spunky Strings").

All rights and entitlements stipulated for Spunky Strings in these User Terms and Conditions are also stipulated for any third parties engaged by Spunky Strings.

3. Products for Sale on the Website

A private Customer is entitled to inform Spunky Strings within 14 calendar days as from the date following the day of delivery that they wish to cancel the order. This cancellation right can be exercised without paying compensation or providing reasons, but is subject to strict terms and conditions: see Article 8 for more information.

The products offered by Spunky Strings are the products displayed on the Website at the time the Customer places their order. Spunky Strings endeavours to deliver all orders. However, it is possible that certain products may not be available at certain times. Spunky Strings cannot be held responsible for such, nor for any damage resulting from this. If one or more Products of an order are not available, the Customer will be notified by Spunky Strings, by way of an e-mail or in writing, that the order is fully or partially cancelled and/or split up.

If the unavailability is determined after the Customer has paid for their products, Spunky Strings will immediately refund the amounts paid. The Customer will be notified of this by e-mail. Spunky Strings will carry out the refund within 30 days.

All products offered for sale on the Website are described as accurately as possible. However, small differences may occur and mistakes may be made. Spunky Strings cannot be held responsible for this.

4. Prices and Payment

Our prices are the prices shown on the Website at the time the Customer places the order and as confirmed in an e-mail. Spunky Strings may amend these prices from time to time. These amendments will be shown on the Website.

Any prices shown during the purchasing process are in euros, including VAT and administration costs, unless explicitly stated otherwise. Business customers will be sent prices excluding VAT upon request. Any prices of products do not include transport costs. These costs are charged separately and will be added to the purchase price.

The Customer agrees that Spunky Strings may send its invoice electronically. If the Customer wishes to receive a paper copy, they must indicate this when ordering by ticking the relevant box.

Products remain the property of Spunky Strings until payment has been received from the Customer (payment of the purchase price and any costs).

Unless advance payment is requested, invoices must be paid at the registered office within 30 days from the invoice date. Spunky Strings reserves the right to suspend its services for as long as its invoices remain unpaid.

If an invoice is not paid on or before the due date, interest at a rate of 12% will be due, automatically and without a notice of default being required, and the invoice amount will be increased by 10%, automatically and without a notice of default being required, in compensation, with a minimum amount of 100 euros.

Non-payment of an invoice on the due date will mean that any other invoices made out to the same Customer will be immediately payable. In such a case any discounts given will be cancelled.

Objections against any invoices must be reported to Spunky Strings in writing, giving the reasons why, within 30 calendar days of the invoice date. The Customer's obligation to pay will not be suspended as a result of any objections.

5. Payment Methods

All payment methods are shown on the Website.

6. Orders

To place an order the Customer must navigate to the page of the Product of their choice and add this Product to their basket. As long as the Products are in the basket the Customer is able to change the order. To confirm the order, the Customer must choose a delivery and payment method. During the entire payment process the total amount payable is clearly stated. By going through the payment process the order becomes final and can no longer be changed.

Following the purchase, the Customer will receive an initial e-mail to confirm the order. Subsequently the customer will receive a second e-mail the moment the order is shipped.

7. Delivery

Spunky Strings endeavours to ship the order within the period stated by way of a registered parcel to the address provided by the Customer.

If the order is returned by the postal service due to an error of the Customer (e.g. shipment not collected, incorrect address, etc.), Spunky Strings will offer the Customer a second opportunity for shipment upon payment of additional administrative and postal charges, amounting to 15 euros. Spunky Strings will send the Customer an e-mail with regard to this matter.

If the Customer declines or does not reply within one month to the offer in the e-mail, the order will be automatically cancelled and the total amount minus the postal charges will be refunded to the client.

If an order is lost during the delivery process, Spunky Strings will ship the order again at its own expense, on the condition that the product is still available. If this is not the case, Spunky Strings will refund the amount paid by the Customer. The transfer of the risk of loss and/or damage takes place upon delivery.

8. Cancellation Right

The Customer has a limited right to inform Spunky Strings within 14 calendar days from the day following the delivery that they wish to cancel the order. This cancellation right may be exercised without payment of compensation and without the requirement to provide reasons.

Note:

- Due to reasons of hygiene this cancellation right does not apply when the packaging has been opened and the Customer has had the opportunity to wear the Product.
- The costs and risk of the return shipment are borne by the Customer.
- Products must be returned undamaged, unused and in the original (undamaged) packaging. The original packaging must always be contained in at least one outer packaging. The original packaging must not be soiled in any way (for example by labels, stickers, damage, writing, etc.). The packaging must contain all accessories, manuals, etc.
- The original sales invoice (of which the Customer may keep one copy) must be enclosed with the Products to be returned. Any return shipment of which it is not possible to identify the sender will be refused.
- Products must be returned by registered parcel and the Customer must keep proof of postage. Products not returned to Spunky Strings will not be refunded.

When a Customer wishes to inform Spunky Strings that they wish to exercise their cancellation right, the Customer must send an e-mail to the following address: info@spunkystrings.com.

Spunky Strings will check whether the Customer is indeed allowed to execute their cancellation right and will send the Customer an e-mail with instructions for the return shipment (including the address in Belgium) when this is the case.

The Customer must return the Product within seven calendar days after receiving this e-mail. If this is not done, the cancellation right of the Customer will lapse.

Upon receipt of the Products by Spunky Strings, they will be checked in order to assess whether they fulfil the conditions mentioned above. If the Products fulfil the conditions of the return policy, Spunky Strings will refund the Customer within 30 days.

If the Products do not fulfil the conditions of the return policy, they remain the property of the Customer who must collect the said Products within two weeks. If required, Spunky Strings can return the Products to the Customer by post at the expense of the Customer.

The costs and risks related to the return shipment will be borne by the Customer.

The cancellation right does not apply to business customers.

9. Intellectual Property Rights

The concept, content, layout, structure, source codes, programmes, images, photographs, animations, audiovisual work, text, data, products, brands, music and all other components of the Website, and the Spunky Strings products and books are and remain the exclusive property of Spunky Strings and its third-party license holders, and are protected by various intellectual property rights, including copyright law, trademark law and designs and models law, which the Customer acknowledges and accepts.

Browsing the Website and/or purchasing Products do not result in the Customer acquiring any such rights.

The Website and the information contained or referred to herein, is published exclusively for informational purposes. Reproduction, reissue or any other use is strictly prohibited. Requests for permission to reproduce information shown on the Website must be addressed to Spunky Strings at the following e-mail address: info@spunkystings.com.

10. Use of Personal Data and Use of Cookies

Spunky Strings has a policy for the processing of personal data and the use of cookies.

This policy applies to the use of the Website by the Customer and can always be consulted on the Website.

11. Important Warning

The Website, books and products of Spunky Strings contain ideas, views and opinions of the author (hereafter referred to as the "Information"). The knowledge herein is not intended to treat or cure certain illnesses or conditions. Neither the author nor Spunky Strings offer any professional medical services, health care services or any other services through this book.

The Customer acknowledges therefore that the Information is intended purely as information and cannot be used for therapeutic purposes, to replace medical advice or to serve as a basis on which to take important decisions. Spunky Strings does not offer any guarantee regarding the suitability of the Products for a certain purpose.

Spunky Strings is entitled to change the Information at any time.

The Products of Spunky Strings are not intended as toys. They are not suitable for children and may contain parts which could be swallowed.

12. Complaints and Guarantee

The statutory guarantee applies to the Products.

The following restrictions are, however, applicable:

- Complaints with regard to visible defects must be reported in writing within eight calendar days of receipt, after which period they are no longer admissible.
- Complaints with regard to invisible defects must be reported in writing within eight calendar days of discovery of such, after which period they are no longer admissible.

The guarantee is restricted to replacement with similar goods, whereby all costs, such as transport and insurance, are borne by the Customer.

Any Products returned must be complete, undamaged, in their original packaging and contain all manuals, accessories and other documentation.

13. Liability

The liability of Spunky Strings is restricted as follows:

- Spunky Strings cannot be held liable for indirect damage (interruption of the operation, loss of profits, missing opportunities, etc.) incurred as a result from placing an order (or the possibility to do so) on the Website, defects in Products, etc.
- Spunky Strings is not responsible for possible errors or mistakes in the photographs or text used to describe the Products.
- Spunky Strings cannot be held responsible for the inability to deliver orders due to the depletion of stock or due to reasons outside its control, including force majeure, such as disruption or strikes involving transport, postal or communication services.
- Spunky Strings is not liable for damage, of any kind, resulting from decisions made by the Customer based on the Information.
- Any liability of Spunky Strings for direct damage is in all cases limited to the amount paid by the Customer for the Product/order causing the damage.
- The author and Spunky Strings are not responsible for any loss, injury or risk, personal or non-personal, incurred due to the direct or indirect application of the content of books from Spunky Strings.

For any questions regarding a purchase, Customers may contact Spunky Strings at the following e-mail address: info@spunkystrings.com. Spunky Strings endeavours to send the Customer a response within five working days.

14. Final Stipulations

The provisions in these User Terms and Conditions are divisible. This means that when one or more provisions are declared null and void this will not affect the applicability of any other provisions in any way. When any part of these User Terms and Conditions is declared excessively broad, the provision, despite this fact, will be enforceable to the maximum legally allowed extent. When a part of these Terms and Conditions is declared wholly invalid, the Parties will replace this provision in good faith with another provision which most closely resembles the commercial effect of the provision declared invalid.

Any dispute, of any kind, which may result from consulting and/or using the Website is subject to Belgian law, and falls under the exclusive jurisdiction of the Courts in Antwerp (Belgium).

The Customer declares explicitly that any notifications from Spunky Strings may take place in a valid manner to the e-mail address provided to Spunky Strings and/or, in the event of general notifications, through publication on the Website. These notifications will take place in Dutch, English or French.

For any questions regarding these Terms and Conditions, you may contact Spunky Strings at the address stated in Article 2.