

## Terms & Conditions

The present Sales Conditions can be found on [www.aduroled.com](http://www.aduroled.com) (hereinafter the "Website"). The Website is provided by:

### **Cosmotology**

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1079RN Amstelveen  
Netherlands

Dutch Chamber of Commerce number: 3417860  
VAT number: NL099579467B01

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(Hereinafter: "Cosmotology" or "we")

### **1. Definitions and Application of the Sales Conditions**

For the purpose of these Sales Conditions, the definitions below shall have the following meanings:

1. **"Consumer"**: any Purchaser who is a natural person and who is exclusively acting for purposes which can be regarded as outside his/her trade or profession.
2. **"Purchaser"**: any natural person or legal entity who enters into a contractual relationship of any kind with Cosmotology, regardless the nature of this contractual relationship.
3. **"Product"** or **"Products"**: all goods that are the subject matter of a Sales Contract as set out in (4).
4. **"Sales Contract"**: any contract under which Cosmotology transfers or undertakes to transfer the ownership of goods to the consumer and the consumer pays or undertakes to pay the price thereof.

These Sales Conditions shall apply to all current and future sales of Products by Cosmotology to the Purchaser. The Purchaser accepts these terms as well as all other rights and obligations as stated on the Website by using the Website.

Cosmotology expressly rejects any general (purchasing) terms of the Purchaser.

The present Sales Conditions shall be always and exclusively applicable, except in the case of an explicit derogation. An explicit derogation is only valid insofar as it is the result of a mutual agreement that is recorded in writing. Explicit derogations are only valid to replace or supplement the clauses to which they relate. This does not affect the applicability of any other provisions of these Sales Conditions.

Cosmotology reserves the right to amend and/or supplement the Sales Conditions in the future. A future change will have no effect on existing product orders and the resulting agreements.

## **2. Conclusion of the Agreement**

Cosmotology takes considerable care when providing online information about the features of the Products, including the used ingredients. This is done, among other things, through technical descriptions and photographs illustrating the products. This entirely in so far as allowed by the technical means. The images displayed on our Website provide an approximate representation of the substantial features and results of our Products. Certain non-substantial features of a Product may differ from the photos and descriptions displayed on the Website.

Every offer on our Website has to be interpreted as an invitation to the Purchaser to make a purchase. Such an offer can therefore not be regarded as a binding offer from Cosmotology vis-à-vis the Purchaser. Moreover, an offer is only valid while stocks last. Cosmotology reserves the right to attach particular conditions to a specific offer, such as a limited duration. The Purchaser can rest assured that these conditions are only applicable when explicitly communicated prior to the order placement.

To purchase a product from the Cosmotology range, the Purchaser must complete an online ordering method. Purchaser guarantees that the provided information is correct and complete. This product order is binding for the Purchaser. Cosmotology will contact the Purchaser at the latest within seven (7) calendar days after the product order via an email to the email address provided by the Purchaser. The confirmation of the product order is considered to be the date of conclusion of the Sales Contract.

Cosmotology reserves the right to, at any time, decide not to send a confirmation or to reject the product order by means of an explicit statement. If the initial order cannot be executed or can only be partially executed, Cosmotology will inform the Purchaser and will (where possible) propose a similar product. There is no Sales Contract if Cosmotology refuses the product order or if the Purchaser does not agree with the proposed alternatives. In such case, the Purchaser is not entitled to any form of compensation.

Parties explicitly acknowledge that a valid agreement can be concluded through electronic means of communication. Cosmotology can use all electronic files at her disposal, within the limits laid down by law, to prove the agreement. A normal, digital or electronically qualified signature is no essential requirement of proof.

## **3. Pricing**

All prices are indicated in EURO and include VAT and other taxes.

The Purchaser owes the price as communicated by Cosmotology in the order confirmation, in accordance with article 2 of the present Sales Conditions. Obvious errors in pricing, such as obvious inaccuracies, can still be corrected by Cosmotology after the conclusion of the sales contract. The Purchaser must communicate any complaints regarding the pricing or the payment within seven (7) calendar days after the confirmation of order, in writing via the Contact Form. The filing of a complaint does not suspend due payments.

Cosmotology has the right to change the prices at any time, but commits to always apply the prices that were indicated on the Website at the time of your order. Price changes that are due to changes in VAT rates will, however, still be borne by the Purchaser.

#### **4. Payment Terms**

Each payment is handled promptly and completely, i.e. when the Purchaser places his/her order. Cosmotology accepts the following payment methods:

- **Creditcard**
- **iDeal**
- **Bancontact/MisterCash**
- **PayPal**
- **KBC/CBC**
- **Sofort**

Cosmotology can decide to expand the abovementioned payment methods in the future. An expansion of the payment methods will be communicated via the Website.

Cosmotology takes all reasonable measures to ensure safe payments. The use of the above mentioned authorized payment partners and credit card issuers provide the necessary guarantees. We make use of the secured payment system of [Mollie](#) for the further processing of the payment. This closed security system processes your bank details always in an encrypted manner. Security measures via the SSL-protocol are provided.

Cosmotology shall only deliver the order upon receiving the full payment of all amounts owed by the Purchaser. Cosmotology always retains ownership of all products ordered until full payment of all amounts due under this agreement have been made, regardless whether the delivery has already occurred.

#### **5. Delivery of the Products**

##### 5.1 Term of Delivery

All (delivery) terms specified on the Website are approximated and determined on the basis of the data and circumstances known to Cosmotology upon entering into the Sales Contract. Specified delivery dates will never be considered a fatal term.

Cosmotology strives to process every product order as soon as possible and to deliver the ordered Product(s) within 14 calendar days, if possible. The deadline for a delivery is thirty (30) calendar days after the receipt of the product order, unless another time of delivery has been agreed. Should Cosmotology fail to deliver the Products on the time agreed with the Purchaser or within the thirty (30) calendar days, the Purchaser requests to accomplish the delivery within an additional period, which is appropriate given the circumstances. Should Cosmotology fail to deliver within the additional period, the Purchaser will have the right to terminate the agreement. In such a case of termination, Cosmotology will refund all sums paid as soon as possible and at the latest within fourteen (14) calendar days after termination of the Sales Contract. The exceeding of the delivery period cannot give rise to any other compensation.

When Cosmotology is temporarily unable to deliver the Product(s) ordered by the Purchaser, e.g. because the requested Product(s) are temporarily out of stock, Cosmotology will inform the Purchaser accordingly. The delivery period is suspended

at that time and shall recommence when Cosmotology is able to offer the Products concerned.

### 5.2 Responsibility for the Delivery

Cosmotology uses reliable external parties for the delivery of the Product. Cosmotology reserves the right to rely on more, less or different external parties in the future. The Purchaser is aware that the involvement of third parties may have an effect on the delivery. Should a certain sent Product not be delivered, an investigation will immediately be carried out with the party responsible for the delivery. This can take up to several calendar days and does not give rise to a refund or another shipment. Cosmotology assumes no responsibility for a delivery arriving late at the address indicated by the Purchaser or for the loss of a delivery, should this be the result of actions of the party responsible for the delivery, actions of thirds, unforeseen circumstances or force majeure.

The Purchaser is responsible to make the delivery possible at the indicated address, either by being present himself or by designating a third-party present at the indicated address at the moment of the delivery. A delivery is performed as soon as the ordered Products are offered at the indicated address. If a delivery is unsuccessful due to a failure by the Purchaser, e.g. incorrect provided information, or by the third party designated by the Purchaser, any costs for this delivery attempt are fully borne by the Purchaser.

### 5.3 Transfer of the Risk

Cosmotology bears the risk for damage and/or loss of the Products until the moment of delivery. Risks associated with the goods shall pass from Cosmotology to the Purchaser, as soon as the Purchaser or a third party designated by the Purchaser receives the ordered Products. Each delivery requires a signature of the delivery confirmation, but a lack of signature does not affect the transfer of risk.

## **6. Warranty for Defects and Complaints Procedure**

### 6.1 Product Conditions

Product images do not always match the appearance of the Products delivered. In particular, after manufacturer's assortment renewals, changes may occur in the appearance and packaging of the Products. The customer cannot complain about any defects identified if it concerns these changes in the Product.

### 6.2 Warranty

Each Purchaser is entitled to repair or replacement if he finds a defect in the delivered products, to the extent that the requirements of the legal warranty are satisfied. The warranty is not applicable if the Purchaser was aware of the defects at the time of the purchase. Additional commercial warranties are always possible in accordance with the conditions concerned.

The warranty is not applicable in case of:

- Defects or damage caused by normal wear and tear, or the incompetent or incorrect handling, use, storage, maintenance, injudicious or careless handling and/or use which deviates from the instructions and information given;
- External causes such as exposure to moisture, fire, earthquake or other external causes;
- The fact that the Products can no longer be identified as being of Cosmotology;

- The Purchaser has not, not timely or not sufficiently complied with any of his/her obligations.

### 6.3 Complaints

The Purchaser or the third party designated by the Purchaser is required to examine the Products accurately on their conformity as soon as the Products are received. If the Product is affected by a visible defect, and the receiver perceives this defect, he must submit a complaint. The Purchaser shall communicate these complaints towards Cosmotology via the Contact Form and will therein express a written statement in an explicit, unambiguous and motivated manner. This must be done within fourteen (14) calendar days upon delivery. It is the duty of the Purchaser to motivate this communication sufficiently. In the absence of a motivated complaint, the Purchaser is not entitled to return the Products.

The Purchaser must send the defective Products back to Cosmotology in their original condition, including packaging, accessories and documentation, and always accompanied by the original invoice or a valid proof of payment.

Any deficiency in this obligation will imply a proportional reduction in the repayment. All costs for return shipment shall be borne by the Purchaser. Sending back an order is always at risk of the Purchaser. Cosmotology recommends a registered and insured return shipment to avoid the risks of loss and theft. This return shipment must be done at the latest within fourteen (14) calendar days after the communication.

### 6.4 Repair

If the abovementioned conditions are met, the Purchaser is, in the first place, entitled to repair or replacement free of charge, depending on the situation. These Sales Conditions will apply in full on the replacement delivery. Only when the repair or replacement is excessive, impossible or cannot be performed within a reasonable period, the Purchaser has the right to a full or partial refund. The refund can never exceed the amount invoiced to the Purchaser.

If the Products are wrongfully returned because the abovementioned conditions have not been met, Cosmotology will resend them to the Purchaser. The costs of this return are borne by the Purchaser. In such case, Cosmotology is free to store the Products with third parties for the account and at the risk of the Purchaser, and this for as long as the costs of the return have not been paid.

### 6.5 Out of Court Dispute Resolution

Parties will try to amicably settle a dispute concerning the Sales Contract and the Sales Conditions. Purchaser has the right to submit a dispute to the ODR-Platform. More information about this platform can be found on the website <http://ec.europa.eu/odr>.

## **7. Right of withdrawal**

### 7.1 When is the Consumer entitled to a Right of Withdrawal?

The Consumer enjoys a right of withdrawal, in accordance with 230o of Book 6 of the Dutch Civil Code. The right of withdrawal provides Consumer with the possibility to terminate the contract within fourteen (14) calendar days after the delivery of the Product. No required motivation or penalty fee is applicable. Cosmotology does welcome your feedback in order to improve our services.

## 7.2 Exclusion of the Right of Withdrawal

The exclusion of the right of withdrawal with regard to the following Products is explicitly mentioned on the Website:

- **Cosmetics**

Consumer is therefore considered to be aware of this exclusion and should take this into consideration before purchasing Products. By purchasing a Product, Consumer agrees to the exclusion of the right of withdrawal.

After placement of the purchase order of the Product, the purchase becomes irrevocable and it will not be possible to withdraw the purchase and obtain a refund. This is an exception to the law dealing with distance buying and follows from article 230p sub f of Book 6 of the Dutch Civil Code. The exception includes Cosmotology's cosmetic Products since they are not suited for return by their nature due to hygienic reasons.

Furthermore, the Consumer has no right of withdrawal in case of a delivery of Products made to the Consumer's specifications or goods which are clearly intended for a specific person. This means that a Consumer has no right of withdrawal with regard to customized Products.

## 7.3 How to exercise the Right of Withdrawal?

A Consumer who wishes to invoke the right of withdrawal must communicate his/her decision explicitly and unambiguously, in a written statement to [info@cosmotology.nl](mailto:info@cosmotology.nl). The communication must happen within fourteen (14) calendar days starting from the day of the physical receipt of the Products.

It is up to the Consumer to prove that he/she can rely on this right. The following information must always be clearly communicated:

- The date of order, date of receipt and the date on which the right of withdrawal is used;
- Name and address of the Consumer;
- Signature of the Consumer.

The Consumer must return the Products to Cosmotology as soon he/she has notified his decision to exercise his right of withdrawal, and no later than fourteen (14) calendar days of the communication. The return shipment can only be done by manner of an authorized carrier. In any case, the Consumer will bear all costs and risks of return. Cosmotology may suspend the reimbursement until receipt of evidence by the Consumer that the Products have been returned.

The Consumer is liable for any diminished value of the Products resulting from the handling of the Products beyond what is necessary to establish the nature, characteristics and functioning of the Products. Cosmotology is entitled to charge the costs of the impairment in proportion to the repayment.

The Consumer has no right of withdrawal if the above conditions are not met. In that case, the goods will be returned to the Consumer at the expense and risk of the Consumer. Cosmotology undertakes to clearly communicate its motives to the Consumer.

If the Consumer applies his/her right of withdrawal in conformity to the legal conditions, Cosmotology will take care of the reimbursement of the amount actually paid for the Product within fourteen (14) calendar days. The reimbursement will be carried out through the same payment method the Consumer used for the initial transaction, unless the Consumer expressly agrees otherwise. No fee will be charged for the reimbursement.

Attention: Cosmotology does not reimburse any additional delivery costs, such as the cost endorsed if the Consumer selects a delivery method that differs from the cheapest standard delivery method.

## **8. Liability**

Cosmotology takes considerable care with regard to the safety of the offered Products. All information and instructions on the packages and enclosures with the Products must be followed. Cosmotology can in no case be held liable for any damage arising from a different use and/or handling of the Products.

Damage, which, in the opinion of the Purchaser, is due to Cosmotology's intent or gross negligence, shall be reported in writing as soon as possible, but in any case within thirty (30) days after the date of its occurrence. Damage not notified to Cosmotology within that period is not eligible for compensation, unless the Purchaser can give a plausible explanation why he/she was not reasonably able to report the damage earlier.

Cosmotology's information on the Website is compiled and maintained with continuous care and attention. Errors can however not always be avoided. Therefore, no rights can be derived from the provided information on the Website. Cosmotology is in no way liable for damage arising from the inaccuracy, incompleteness of the provided information, damage resulting from (temporarily) unavailability of the Website, the (improper) use of the Website by the Purchaser or the providing of incorrect data by the Purchaser.

Cosmotology is, except for intentional and gross negligence, in no way liable for damage arising from the delivered Products and/or any defect in the performance of the Sales Contract or breach of any other obligations towards the Purchaser.

## **9. Force majeure**

Force majeure exists if Cosmotology is, wholly or partially, prevented to accomplish its obligations towards the Purchaser by circumstances beyond its control. Cosmotology is in that case not obliged to fulfill its obligations and may suspend its obligations for the duration of the force majeure.

## **10. Intellectual Property**

Cosmotology retains all intellectual property rights and all related rights with regard to the Products and the trade names. These intellectual property rights include copyrights, trademarks, design rights and/or other (intellectual property) rights, including technical and/or commercial know-how, methods and concepts, whether or not patentable. The Purchaser is not allowed to make use of any of the intellectual property rights and/or to make changes in the presentation of these rights as described in this article, unless this is necessary for private use of the Product.

### **11. Processing of Personal Data**

The details provided by the Purchaser are essential for the processing and delivery of orders, for billing and for the establishment of warranty contracts. Failure to provide these details will result in the immediate cancellation of your order. Communicating incorrect or false information is contrary to the present Sales Conditions. Purchaser's Personal Data are exclusively processed in accordance with the applicable Privacy Policy, which can be consulted via our Website.

### **12. Purchaser's account**

The Purchaser can request an account via the Website, which will be provided by Cosmotology after verification and agreement. This information is strictly confidential and intended solely for use by the respective User who has signed up.

The Purchaser warrants that the User in question is authorized to make orders on behalf of the Purchaser. The Purchaser ensures that the User will use the username and password strictly confidentially and will not provide it to third parties. Cosmotology may assume that if a User logs in under said username and password, it is the Purchaser's authorized User.

### **12. Applicable Law and Competent Court**

Dutch law exclusively governs all offers and agreements. Any dispute arising under or relating to offers or concluded agreements shall come under the jurisdiction of the competent court of the judicial district of Rotterdam.

### **13. Others**

If and insofar as any provision of the Sales Conditions is annulled or destroyed, the remaining provisions of the Sales Conditions will remain in force.