

Standard Terms and Conditions of BYBORRE LABEL

Please read these Standard Terms and Conditions carefully to ensure that you understand your rights and obligations under the Agreement between you and us. These Standard Terms and Conditions refer to you as “the Customer”. The male gender is used for convenience only. Any reference to ‘he’ or ‘him’ or ‘his’ applies to any gender.

Article 1. Definitions

1. In these Standard Terms and Conditions the following terms with initial capital letters have the following meanings:

Standard Terms and Conditions	these Standard Terms and Conditions of BYBORRE LABEL;
Login Details	the combination of the Customer’s username and password used for placing an order on the Website;
Customer	a natural person who places an order on the Website;
BYBORRE LABEL	BYBORRE LABEL, a private limited company having its seat and office address at Elektronstraat 13E in (1014 AP) Amsterdam;
Agreement	the agreement between the Customer and BYBORRE LABEL that is concluded on the Website and under which the Customer purchases an Item from BYBORRE LABEL;
Item	an item offered for sale by BYBORRE LABEL on the Website;
Privacy Statement	the privacy statement of BYBORRE LABEL as published on the Website;
Website	the website of BYBORRE LABEL on which the Item is offered for sale.

Article 2. Applicability

1. The Standard Terms and Conditions apply to each offer by BYBORRE LABEL on the Website, the use of the Website, and each Agreement concluded through the Website.
2. BYBORRE LABEL may amend and/or supplement these Standard Terms and Conditions at any time. Amendments will not apply to Agreements already concluded. The current version of the Standard Terms and Conditions is published on the Website. If the Customer does not accept any amended and/or supplemented Standard Terms and Conditions, the Customer can no longer order the Item.

Article 3. Offer and conclusion of the Agreement

1. The Agreement is concluded by completing the ordering process. One of the steps of the ordering process is acceptance of the Standard Terms and Conditions.
2. An offer on the Website is always without obligation, and BYBORRE LABEL may still withdraw an offer immediately after an order is placed.
3. BYBORRE LABEL is not bound by apparent writing and other errors in the offer on the Website.

Article 4. Use and availability of the Website

1. BYBORRE LABEL does not warrant that the information on the Website will always be accurate, up to date or complete.
2. The Customer can provide Login Details as part of the ordering process. If the Customer provides Login Details, the Customer warrants to BYBORRE LABEL and acknowledges that

he is personally responsible for ensuring that the information furnished when creating his Login Details is correct, complete and up to date.

3. The Customer is responsible and liable for any use made of his Login Details.
4. As soon as the Customer knows or has good reason to suspect that Login Details have been compromised or have become known to an unauthorized person, the Customer must notify BYBORRE LABEL accordingly, without prejudice to his own obligation to take appropriate measures himself immediately, such as changing his Login Details.
5. BYBORRE LABEL reserves the right to change the login procedure and/or the Customer's Login Details if it considers this necessary for the proper functioning of the Website.

Article 5. Price and payment

1. The stated price of the Item applies as soon as it is displayed on the Website.
2. The total price stated is inclusive of BTW (Dutch VAT). Any additional costs, such as shipping and payment costs, will be mentioned on the Website.
3. The available payment methods are detailed on the Website. When the Customer opts for payment after delivery, the payment term depends on the payment method chosen, as indicated on the Website. The time for payment is of the essence of the agreement.
4. If the Customer fails to pay an amount due by the due date or if BYBORRE LABEL is unable to collect the amount due by means of the payment method chosen by the Customer before the end of the payment term, the Customer will be in default, regardless of whether BYBORRE LABEL issues a reminder.
5. If the Customer is in default of his payment obligation, BYBORRE LABEL may pass the debt to a third party for collection. In that case any costs incurred by BYBORRE LABEL will be payable by the Customer, on the basis of the graduated scale of extrajudicial debt collection costs (BIK).

Article 6. Delivery

1. Delivery times stated on the Website and/or in the ordering process are estimates only and are not of the essence of the agreement.

Article 7. Privacy

1. (Personal) data is provided to BYBORRE LABEL when a Customer visits the Website, places an order and provides Login Details. This (personal) data will be processed in accordance with BYBORRE LABEL's Privacy Statement and the applicable rules and legislation.

Article 8. Cooling-off period and complaints

1. The Customer has the right to cancel the Agreement within 14 days of receipt of the Item without giving reasons, unless one of the exceptions specified in Section 230p in Book 6 of the Dutch Civil Code applies. Where applicable, the Customer may exercise this right by using the standard cancellation form provided by BYBORRE LABEL and returning the delivered Item to BYBORRE LABEL. The return costs will be paid by BYBORRE LABEL.
2. If the Agreement is cancelled, the Customer is obliged to return the delivered Item which the Customer does not want to keep as soon as possible, but within 14 days.
3. If the Agreement is cancelled, BYBORRE LABEL will refund the amount already paid by the Customer under the Agreement within 14 days of receipt of the cancellation statement. BYBORRE LABEL is entitled to deduct any reduction in value of the Item from the amount of the refund to the extent that such reduction in value is caused by the Customer's use beyond the handling necessary to determine the nature, features and use of the Item.
4. If the Customer has chosen a shipping method other than the standard shipping method, BYBORRE LABEL will only refund the costs of the standard shipping method.
5. Any complaints about the Item should be sent to mail@byborre.com. BYBORRE LABEL will address any complaint within a reasonable time.

Article 9. Conformity

1. If an Item does not conform to the Agreement, BYBORRE LABEL will either repair the Item or subsequently deliver any missing Item or parts of an Item, as decided by BYBORRE LABEL, free of charge within a reasonable period. If an Item cannot be repaired, or if BYBORRE LABEL cannot reasonably be expected to repair an Item, BYBORRE LABEL will replace the Item.

2. If BYBORRE LABEL fails to repair the Item within a reasonable period, the Customer will be entitled to have the Item repaired by a third party. BYBORRE LABEL will reimburse the reasonable costs charged by such third party for the repair.
3. A claim that an Item does not conform to the Agreement will not be accepted if the Customer was or should reasonably have been aware of the defect at the time of conclusion of the Agreement, or if such a claim is incompatible with the nature of the Item purchased or the nature of the defect.

Article 10. Liability

1. BYBORRE LABEL is not liable for any indirect or consequential loss or damage, such as loss of profits, loss of turnover, unrealized savings and other similar financial losses, or loss of or damage to goodwill, standing or reputation.
2. To the extent that BYBORRE LABEL is liable, such liability is limited to a maximum of the price of the Item.

Article 11. Miscellaneous provisions

1. The Customer is not entitled to assign any rights and obligations under the Agreement to third parties.
2. The Agreement is governed by the laws of the Netherlands.