



General terms and conditions

Article 1 – Definitions

In these general terms and conditions the following definitions apply:

1. IXXI: the Company IXXI Concepts B.V.;
2. Buyer: a natural person who enters into a remote agreement with IXXI while not acting in pursuance of a profession or for a company;
3. Remote agreement: an agreement under which exclusively one or more techniques for remote communications are used to conclude the agreement within the framework of a system organised by IXXI for remote sales, of products and/or services.
4. Right of Withdrawal: the Buyer's right to cancel the remote agreement within the cooling-off period.
5. Permanent data carrier: any means that enables the Buyer or IXXI to store data that are communicated to them personally in such a way that future consultation and unaltered reproduction of the stored data is possible.

Article 2: IXXI data

IXXI Concepts B.V.
Burgemeester Loeffplein 70
5211 RX 's-Hertogenbosch
Dutch CoC number: 58172998
VAT identification number: NL852909305B01
E-mail: mail@ixxiyourworld.com

Article 3 – Applicability

1. These general terms and conditions apply to any remote agreement between IXXI and the Buyer. IXXI expressly excludes the applicability of any terms, including those of delivery, dictated by the Buyer, unless otherwise agreed upon in writing.
2. Before concluding a remote agreement, the text of these general terms and conditions will be made available to the Buyer. If in all fairness such is not possible, it will be communicated to the Buyer prior to concluding the remote agreement that the general terms and conditions can be perused at IXXI and that they will be sent to the Buyer free of charge and as soon as possible.
3. Supplements to or deviations from these general terms and conditions are valid only if they have been expressly accepted by IXXI in writing. In such a situation, any other stipulations in these general terms and conditions shall remain fully valid.

Article 4 – Offers

1. If an offer has a limited period of validity or if certain conditions apply to the offer, such will be explicitly stated in the offer.
2. The offer will provide a complete, accurate and detailed description of the products and/or services to be

provided, allowing the Buyer to judge the product/service adequately. When pictures form part of an offer, they are faithful pictures of the products and/or services to be provided. Obvious mistakes or errors in an offer are not binding for IXXI.

3. Each offer will provide the information required by the Buyer to know his/her rights and duties upon accepting the offer. This particularly pertains to:

Article 5 – The agreement

1. The agreement becomes valid the moment the Buyer accepts the offer and meets the terms and conditions, on condition of the stipulations in Article 5, paragraph 4.
2. If the Buyer accepts the offer via electronic means, IXXI will immediately confirm receipt of the acceptance of the offer via electronic means.
3. If the agreement is concluded via electronic means, IXXI will take the appropriate technical and organization-al measures to protect the electronic transfer of data and provide a secure web environment. If the Buyer wishes to pay electronically, IXXI will provide the appropriate security measures.
4. Within the limits of the law, IXXI may gather information about the Buyer's ability to fulfil his/her commitments regarding payment, and all facts and factors that are relevant to entering a remote agreement in a re-sponsible way. If such research gives IXXI sound reason to not enter into an agreement, IXXI is entitled to refuse an order or request, or to impose special terms for its execution while explaining why.
5. IXXI will send the following information to the Buyer along with the product or service, in writing or in such a way that the Buyer can store it on a Permanent data carrier in an accessible manner:
 - a. IXXI's visiting address: where the Buyer can turn to in case of any complaints
 - b. The conditions under which and how the buyer can exercise his/her right of withdrawal from the agreement or a clear statement of the withdrawal right being inapplicable
 - c. Information about the service after purchase and any warranty
 - d. the price including any taxes on the product, service or digital content; insofar applicable the costs of delivery; and the method of payment, delivery or execution of the remote agreement;
6. If IXXI has undertaken to deliver a series of products or services, the stipulation in the previous paragraph applies only to the first delivery.

Article 6: Right of withdrawal upon product delivery

1. With the exception of at least those products described in



Article 8 of these general terms and conditions, when purchasing products, the Buyer has the right to repudiate the agreement without specifying any reasons, for a period of fourteen (14) working days. This term shall commence on the day after the Buyer, or a third party on behalf of the Buyer, who is not the transporter, has received the product, or:

- a. if the Buyer has ordered multiple products in one order: the day on which the Purchaser, or a third party designated by the Buyer, has received the final product. IXXI is entitled to refuse an order of multiple products with different delivery times.
- b. if the delivery of a product consists of various shipments or parts: the day on which the Buyer, or third party designated by the Buyer, has received the final shipment or final part:
- c. in case of agreements for regular delivery of products during a certain period: the day on which the Buyer, or a third party designated by the Buyer, has received the first product.

2. During this period, the Buyer shall treat the product and packaging material carefully. He shall unpack or use the product only to the extent necessary to determine nature, the characteristics and the operation of the product. The basic principle in this case is that the Purchaser shall only handle and inspect the product as he would be allowed to do in a shop.

3. The Buyer shall only be liable for diminished value of the product which is a result of handling the product in a way that goes beyond the permissible scope of paragraph 2.

4. The Buyer shall not be liable for diminished value of the product if the operator party has not provided all the obligatory legal information about the right to withdraw before or when entering into the agreement.

5. If a Buyer exercises his right to withdrawal, he shall give notice to IXXI of this, within the cooling-off period, by means of a model form for withdrawal or otherwise in an unequivocal manner.

6. As soon as possible, but in any case within 14 days from the day following the said notice of paragraph 5, the Buyer will return the product, or hand it over to IXXI. In any case, the Buyer shall observe the withdrawal period before the cooling-off period has expired.

7. The Buyer returns the product with all delivered accessories, in case reasonably possible in its original state and packaging, and in accordance to the reasonable and clear instructions given by IXXI.

8. Risk and burden of proof for the correct and timely performance of the right of withdrawal lie with the Buyer.

9. The Buyer shall bear the direct costs of returning the product, unless IXXI has not stated that the Buyer shall bear these costs or if IXXI has indicated to bear the costs.

10. If the Buyer exercises his right of withdrawal, all additional agreements shall be terminated by operation of law.

Article 7 – Costs in the event of withdrawal

1. In case the Buyer exercises his right of withdrawal, the direct costs of returning the products shall be at his expense.

2. IXXI shall reimburse all payments received from the Buyer, including any delivery costs charged by IXXI for the returned product, promptly, but in any case within 14 days upon the day on which the Buyer has given notice of the withdrawal. Unless IXXI offers to collect the product by themselves, IXXI may wait to repay until they have received the product or the Buyer indicates that he has returned the product, whichever is the earliest.

3. IXXI shall use the same method of payment for repayment as the Buyer has used, unless the Buyer consents to another method. Repayment is free of charge for the Buyer.

4. If the Buyer has selected a more expensive method of delivery than the least expensive standard delivery, IXXI shall not have to reimburse the additional costs for the more expensive method.

Article 8 – Exclusion from the right of withdrawal

1. If the Buyer does not have the right of withdrawal, IXXI will explicitly state such in the offer, sufficiently in advance of entering into the agreement.

2. The right of withdrawal is always excluded for products:

- a) that IXXI has produced according to the Buyer's specifications, or
- b) that are clearly of a personal nature, or
- c) that cannot be returned on account of their nature.

Article 9 – Price

1. The prices of the products and/or services offered will not be raised during the period of validity, with the exception of price modification due to changes in VAT rates or other governmental levies.

2. In deviation from the previous paragraph, IXXI may offer products or services with variable prices. This applies to products or services the prices of which are subject to fluctuations in the financial market that are beyond IXXI's realm of influence.

3. Price increases within three months of entering into the agreement will occur only if they are the result of legal regulations or stipulations.

4. Price increases after three months of entering into the agreement will occur only if:

- a) they are the result of legal regulations or stipulations, or
- b) the Buyer is authorized to cancel the agreement before the day on which the price increase applies.

5. All prices of the offered products or services include VAT, unless indicated otherwise.



Article 10 – Conformity

1. IXXI guarantees that the products and/or services will comply with the agreement, the specifications listed in the offer, the reasonable requirements of reliability and/or usability, and the provisions of the law and/or government regulations existing on the date the agreement was entered into. The Buyer accepts that IXXI's production method may change the properties of the supplied picture(s), such as colour, contrast, clarity, focus or graphical representation.

2. The Buyer declares that he/she is aware of the production process of the product and is independently responsible for supplying the required documentation sufficiently and in the correct quality, including the picture and/or photograph to be taken.

Article 11 – Intellectual property rights

1. When IXXI carries out an agreement, such may involve the replication and/or publication of third party works that are protected by intellectual property rights. Publication, replication and/or use of such works (for instance, picture, photographs, paintings, drawings or logos) by Buyer is prohibited without the prior written permission of the third party who holds the intellectual property rights.

2. The Buyer guarantees that (i) he/she is authorized to commission IXXI to use the pictures, photographs, paintings, drawings or logos provided by Buyer for the IXXI products and delivery process, and (ii) no rights of third parties are violated. Buyer indemnifies and holds IXXI harmless against all possible third-party claims relating to any rights, including intellectual property right, regarding the products ordered by the Buyer.

3. The Buyer is allowed to use IXXI's copyrighted materials for private use only and in the family circle. Under no circumstances may the pictures be reproduced or made public.

4. The intellectual property rights concerning the information displayed on IXXI's website, including texts, photographs, illustrations, graphical material, names/trade names and logos belong to IXXI. Under no circumstances will any of IXXI's intellectual property rights pass on to persons who gain access to and/or are using IXXI's website.

5. The contents of IXXI's website may be used only for non-commercial private purposes. The user may not replicate the content of the site or forward, disseminate or make it available to third parties for financial gain without the prior written permission of IXXI.

6. If the Buyer replicates or makes public a picture falling under IXXI's copyrights without IXXI's permission, the Buyer is immediately due, and therefore without any notice of default required a payable contractual penalty of 300% of the original sales price. Additionally, IXXI retains the right to claim additional damages through legal proceedings.

Article 12 – Delivery and implementation

1. IXXI will exercise the utmost care when receiving and executing product orders, and when assessing requests for the provision of services.

2. If through force majeure IXXI cannot deliver in accordance with the agreement, IXXI will inform the Buyer of such as soon as possible and shall not be liable to pay any damages.

3. In the case of force majeure, IXXI may, after consultation with the Buyer, repudiate the agreement or suspend delivery until such time that the situation of force majeure ceases to exist.

4. "IXXI is not liable for any breaches of contract with the Buyer if these are not attributable to IXXI or if this is not at IXXI's expense by virtue of the law, the agreement or the common opinion.

5. The address provided by the Buyer to IXXI will be the place of delivery. IXXI will not be liable for any damages the Buyer may suffer through late delivery by IXXI.

6. Unless expressly agreed otherwise, the risk of damages and/or loss of products rests with IXXI until the moment of delivery to the Buyer. If the product is damaged during transport, IXXI's liability is limited to the maximum compensation sum laid down by the transporter and/or the transporter's insurer.

Article 13 - Payment

1. Unless provided otherwise in the agreement or additional conditions, amounts due by the Buyer must be paid within 14 days after the start of the withdrawal period, or in the absence of a withdrawal period within 14 days after entering into the agreement. In case of an agreement concerning a service, this term shall commence on the day after the Buyer has received confirmation of the agreement.

2. IXXI offers the possibility to pay upfront by means of Ideal. The Buyer must pay at least 50% of the amount due in advance. If an advance payment is stipulated or the consumer consents to full payment in advance, the Buyer may not assert any rights with regard to the execution of the relevant order or services, before the advanced payment has been paid.

3. The Buyer is obliged to immediately notify IXXI of errors in the provided or stated payment details.

4. If the Buyer does not comply with its payment obligations, then the Buyer is, after he has been informed by IXXI of late payment and IXXI has awarded the Buyer a period of 14 days to comply with his payment obligations, after failure to pay within this 14 day period, due legal interest to the amount still outstanding and IXXI shall be entitled to charge extrajudicial collection costs. These collections costs amount to a maximum of: 15% over outstanding amounts till € 2,500; 10% over the following € 2,500, and 5% over the following € 5,000, with a minimum of at least € 40.



5. The IXXI gift card which can be used to purchase products is valid till 1 year after purchase and can exclusively be redeemed in the IXXI web shop (www.ixxiyourworld.com).

Article 14 – Warranty

1. IXXI does not guarantee that its supplied products can resist ultraviolet radiation or any other environmental factors.
2. If the design, material or production of the product is flawed, the Buyer is entitled to have the product repaired by IXXI or, if product repair is not possible, the Buyer is entitled to have it replaced by IXXI.
3. No warranty applies to damages arising from the incorrect use or application of the products supplied.
4. The proof of purchase (the order confirmation upon payment) is the certificate of guarantee.
5. If repair or replacement is not possible, IXXI is entitled to repudiate the agreement and to credit the Buyer for the entire sum.

Article 15 – Settlement of complaints

1. Complaints about the execution of the agreement must be submitted to IXXI within a reasonable period of time, fully and clearly described, after the Buyer has taken note of the shortcomings.
2. Complaints submitted to IXXI will be replied to within 14 days. If a complaint requires a longer processing time, IXXI will communicate this within 14 days by confirming receipt of the complaint and indicating when the Buyer may expect a more detailed response.

Article 16 – Liability

1. IXXI is not liable for any damages arising from IXXI's use of incorrect information provided by the Buyer, unless IXXI knew about the incorrectness of such information.
2. IXXI is not liable for any damages arising from products supplied being used inappropriately.
3. IXXI is not liable for any damages arising from products being used by the Buyer, unless these damages can be attributed to IXXI's intent or gross negligence.
4. If IXXI is liable for the Buyer's damages arising from a shortcoming in the execution of this agreement, IXXI's liability will be limited to the amount of the purchase price.

Article 17 – Applicable law and competent judge

Any disputes arising from and/or pertaining to the offers, quotations, these general terms and conditions shall be exclusively governed by Dutch law. Any disputes between Buyer and IXXI will be submitted to the competent court of the district Oost-Brabant, location 's-Hertogenbosch, unless IXXI chooses to bring the case before the court of the Buyer's domicile or another court with territorial jurisdiction pursuant to the law. Should you have any questions about IXXI's Privacy Policy, please contact us via the email address given on the website. Should our Privacy Policy need to be changed, you will find the most recent information on this page.



Privacy statement

Privacy statement

IXXI respects the privacy of the users of its website and ensures that any personal details they provide are treated confidentially. We will use your details to process your orders as quickly and as easily as possible.

IXXI will not sell your personal details to third parties and will only make them available to third parties that are involved in the execution of the orders you place with us. We will make no other use of your personal details without your express permission.

IXXI uses the personal details it gathers to:

- . Fulfil orders: when you place an order, we need your name, email address, delivery address and payment details in order to fulfil your order and keep you informed of its progress.
- . Make shopping with IXXI as pleasant as possible: with your permission we will store your personal details and information relating to your order and the use of our service. This allows us to personalize our website.
- . Keep you informed: we will use your email address to inform you about the development of the website and any special offers and promotions. If you no longer wish to receive such emails, you can unsubscribe at our website

When you place an order with IXXI, we will store your details, if so desired, on a secure server. We never sell personal details IXXI will not sell your personal details to third parties and will only make them available to third parties that are involved in the execution of your order. Our employees and any commissioned third parties are required to respect the confidentiality of your details.

Cookies

Cookies are small bits of information that your browser stores on your computer. IXXI uses cookies to recognize you when you visit our website. Cookies help us to gather information about the use of our services, as this allows us to improve our services and change them according to our visitors' preferences. Our cookies provide information relating to personal identification. Please change your browser settings if you do not want to receive any cookies when visiting our site.

Should you have any questions about IXXI's Privacy Policy, please contact us via the email address given on the website. Should our Privacy Policy need to be changed, you will find the most recent information on this page.

Blog Courtesy

All layouts on this blog are created solely for the IXXI blog. We enjoy sharing information and love when others enjoy our finds enough to post the links on their own sites. However, we ask that you do not use our exact layouts or designs without permission or without noting its origins on your post. All photos by IXXI or our partners must also be credited and linked to the original post.

Any comments which are deemed inappropriate ~ including general spam, offensive comments or rude language, self-promotional spam, or other items unrelated to the post ~ will be deleted.

IXXI® is a registered trademark, Inc. All rights reserved.