

Terms and Conditions – ilovesurfing.shop

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Article 1 – Definitions

In these Terms and Conditions, the following definitions are applicable:

Consideration time: The time term during which the consumer can execute the right of withdrawal.

Consumer: That's you. The natural person not dealing on behalf of a company or profession and who comes to distance agreement with the entrepreneur.

Day: A Calendar day.

Dealer: A natural person dealing on behalf of a company or profession and who comes to a distance agreement with the entrepreneur.

Distance agreement: An agreement based on a corporate organized system of distance sales of products and services including the closing of an agreement using one or more techniques of distant communication.

Durable medium: Any instrument which enables the recipient or the entrepreneur to store information in a way accessible to future reference for a period of time.

Entrepreneur: I Love Surfing / World White Label, that's us. Also we or the corporation who offers distance products to consumers.

Right of withdrawal: The possibility for the consumer to terminate the distance agreement within the consideration term.

Standard form: The standard form used for the right of withdrawal provided by the entrepreneur. A consumer can use the standard form for the right of withdrawal.

Technique of distant communication: A means that can be used to close an agreement without the consumer and the entrepreneur have gathered together in the same place and at the same time.

Article 2 – Corporate Identity / Entrepreneur

I Love Surfing is part of the registered Dutch corporate World White Label.

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Article 3 – Relevance

1. These Terms and Conditions apply to any offer of the entrepreneur and to every finalized distance agreement between entrepreneur and consumer for all websites and services provided which include:

<https://www.ilovesurfing.shop>

2. Before an (distance) agreement is concluded, the text of the Terms and Conditions is being made available to consumer. If this is reasonably not possible that before the distance agreement is concluded, it will be indicated that the Terms and Conditions can be seen at the entrepreneur and on request of the consumer these Terms and Conditions shall be sent to the consumer as soon as possible without extra costs.

3. If the distance agreement is concluded electronically, notwithstanding the previous article and before the distance agreement is concluded, the text of the Terms and Conditions can be made available electronically to the consumer in such a way that the text can be saved in a simple way on a durable medium. If this is reasonably not possible that before the distance agreement is concluded it will be indicated where the consumer can find the Terms and Conditions electronically and that these Terms and Conditions at the consumer's request will be sent electronically or otherwise to the consumer without extra cost.

4. For the case that besides these Terms and Conditions, specific product and service conditions are also applicable, the second and third article are mutatis and in case of conflicting Terms and Conditions the consumer can appeal on the relevant Terms and Conditions which are the most favourable for the consumer.

5. If any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law,

and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

Article 4 – Offer

1. If an offer has a limited validity or has other specifications, this will be emphatically mentioned in the offer.
2. The offer is without obligation. Entrepreneur reserves the right to change the offer at any time.
3. The offer contains a complete and accurate description of the offered products and services. The description is sufficiently detailed to enable a proper consumer's assessment of the products/services. The images used by the entrepreneur are true representation of the products and services. Obvious mistakes and errors do not bind the entrepreneur.
4. All images, specifications, details, and colours in the offer are an indication only and cannot lead to any kind of compensation or termination of the agreement.
5. Product images represent are truthful, however entrepreneur cannot guarantee that colours on screen match exactly with colours in real life.

Article 5 – The Agreement

1. The agreement is finalized, subject to the provisions in article 3, at the moment the consumer accepts the offer and meets the conditions.
2. If the consumer has accepted the offer electronically, the entrepreneur as soon as possible confirms electronically that he has received the acceptance of the offer. As long as the entrepreneur has not confirmed the acceptance, the consumer can terminate the agreement.
3. If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to protect the electronic data transfer and that he will ensure a safe web environment. If the consumer can pay electronically, the entrepreneur will observe the necessary security measures.
4. The entrepreneur can notify or check, within the legal framework, if the consumer can meet the payment obligations, and check all important facts and factors which are needed to finalize a sound distance agreement. If the entrepreneur based on research, has good reasons not to conclude the agreement then he is entitled to motivate and to refuse an order/ request or he can connect special conditions to the execution of the offer.
5. The entrepreneur shall send the following information with the products or services, written or in such a manner that the consumer can store in an accessible way the data on a durable medium:
 - The address of the company for the consumer to file complaints.
 - The conditions and the way how the consumer can execute the right of withdrawal and a clear indication related to the exclusion of the right of withdrawal.
 - Information about after sales guarantees and services.
 - The price including all taxes for the product, costs of delivery, payment method.
 - The standard form for withdrawal
6. Every agreement is accepted under the suspensive condition of stock and availability of the products.

Article 6 – Right of Withdrawal

Deliverance of products:

1. After purchasing products, the consumer has the possibility to disband the agreement without giving reasons for 14 days (cooling off period). Entrepreneur may ask for a reason, but consumers isn't obligated to answer.
2. The cooling off period starts on the day after the consumer, or a pre-designated representative by the consumer made known to the entrepreneur, receives the product.

Article 7 – Obligations for the consumer during cooling off period

1. During the cooling off period the consumer shall treat the product and the package carefully. He shall unpack or use the product only to that extent to as far as it is necessary to judge the nature and specifications of the product. Consumer can use the product only in the same manner he is allowed to use the product in a store.
2. Consumer is liable for any decrease in value of the product if he uses the product in a different manner than described in article 7.1.
3. Consumer is not liable for decrease in value of the product if entrepreneur did not inform consumer about the right of withdrawal during or before finalizing the agreement.

Article 8 – Exercising the right of withdrawal by consumer and the costs

1. If the consumer wants to exercise the right of withdrawal, he must express this unambiguously to the entrepreneur within 14 days after the product is delivered. Consumer must use the standard form.
2. After consumer expressed this right, he must return the product within 14 days. The consumer must be able to prove he returned the product on time, for example with a proof of shipment.
3. Consumer must return the product with all accessories and -if reasonably possible- in the original conditioning and packaging to the entrepreneur, in accordance with the provided reasonable and clear instructions of the entrepreneur.
4. The risk and burden of proof for exercising the right of withdrawal and its conditions lie with consumer.
5. Consumer pays the direct costs for returning the product, unless stated otherwise. The costs for bulky items, such as surfboards, range from €20,00 in the Netherlands to €100,00 the more South you go in Europe. An estimate can be found on the customer service page under 'shipping rates' of the entrepreneur.
6. If the consumer failed to express his right of withdrawal or return the product to entrepreneur within the mentioned terms, the purchase is final.

Article 9 – Obligations for the entrepreneur with right of withdrawal

1. Entrepreneur confirms a request by consumer for the right of withdrawal as soon as possible after receiving this request in the correct manner.
2. Entrepreneur pays back all payments made by consumer regarding the product, including the costs of delivery from entrepreneur to consumer. Entrepreneur shall pay back this amount as soon

as possible but no later than within 14 days after the repeal or after the return shipment on the condition that there is definite proof of complete return of the product.

3. Refunds take place through the same payment method that the consumer used unless the consumer agreed specifically to a different refund method.

Article 10 – Exclusion Right of Withdrawal

1. The entrepreneur can exclude the right of withdrawal of the consumer for certain products. The exclusion of the right of withdrawal applies only if the entrepreneur has clearly mentioned this at least in time before the conclusion of the agreement:

- Products which are established by the entrepreneur according to specifications of the consumer (bespoke products).
- Products sold at an open auction.
- Products that they are clearly personal in nature.
- Products which cannot be returned because of their nature.
- Products that can spoil or age quickly.
- Products whose price is bound to fluctuation on the financial market which the entrepreneur has no influence.
- Individual newspapers and magazines.
- Products for audio and video recordings and computer software of which the consumer has broken the seal.

Article 11 – Pricing

1. The entrepreneur can offer products and services with variable prices when these prices are subject to fluctuations on the financial market and where the entrepreneur has no influence. This bondage to fluctuations and the fact that the mentioned prices are target prices will be mentioned with the offer.

2. The in the offer mentioned prices include VAT.

3. All prices are with a proviso of mistakes. Entrepreneur doesn't accept any responsibility for obvious mistakes, incomplete or inaccurate prices. Entrepreneur isn't liable to any mistake.

Article 12 – Conformity and guarantees

1. The entrepreneur ensures that the products and services measure up to the agreement, ensures the in the offer mentioned specifications, ensures reasonable requirements, soundness and or usefulness and ensures on the date of the establishment the existing legal provisions and/or government regulations. If agreed the entrepreneur also ensures that the product is suitable for other than normal use.

2. A guarantee provided by the entrepreneur, manufacturer or importer does nothing to alter the rights and claims which the consumer under the agreement can put forward against the entrepreneur.

3. Any defects to delivered products, or wrongfully delivered products should be notified in writing to entrepreneur by consumer within 7 days after delivery. Returns of products must be in original packaging and products must be in new condition.

4. Any warranties by entrepreneur match warranties provided by the manufacturer.

5. Warranties do not apply if:

- Consumer repaired or altered the product themselves or let anyone else repair or alter the product in any way;
- The delivered product was exposed to abnormal circumstances, was treated carelessly, or was used in any way conflicting with the instructions by entrepreneur or packaging.

Article 13 – Special note on warranty regarding surfboards

Using a surfboard has high demands on the equipment, even small waves may occasionally create sufficient pressure to crease or even snap a surfboard. As surfers you have probably experienced this yourself or heard the stories from fellow surfers. Therefore, in general surfboards are not warranted, simply because of circumstances that are beyond our control. This includes, but is not limited to, breakage, creases, heat damage, broken fin boxes, dings, compressions or discoloration.

We are surfers ourselves and do understand how frustrating it is if a freshly bought stick snaps during one of your sessions. If this happens and you feel the breakage was in any way suspicious (see article 12.2) don't hesitate to contact us.

Article 14 – Delivery and Execution

1. The entrepreneur shall observe in utmost care the reception and execution of orders of products and when assessing applications for services.
2. The address that has been made known by the consumer to the entrepreneur is considered to be the delivery place.
3. Considering what is stated in article 5 of the Terms and Conditions, the entrepreneur shall execute the accepted orders expeditiously but not later than within 30 days unless a longer period has been agreed. If the delivery is delayed or if a delivery cannot or partially be executed, the consumer is notified about this no later than 30 days after he placed the order. In that case the consumer has the right to terminate the agreement without any further cost and he is entitled to compensation.
4. In the event of termination in accordance with the previous paragraph the entrepreneur shall pay back the amount that the consumer has paid as soon as possible but no later than 30 days after the termination.
5. All delivery terms are only an indication. Consumer cannot derive any rights to delivery terms. Exceedance of a delivery term doesn't give consumer any right to compensation.
6. If the delivery of an ordered product appears to be impossible, the entrepreneur shall strive to make available a replacement product. At least before the delivery it will be mentioned in a clear and understandable manner that a replacement product will be delivered. The right of withdrawal cannot be ruled out regarding replacement products. The costs of a possible return shipment come at the expense of the entrepreneur.
6. The risk of damage and/or loss of products rest with the entrepreneur until the moment of delivery at the consumer or a pre-designated and an announced representative to the entrepreneur, unless otherwise expressly agreed.

Article 15 – Remote Areas

1. If you live in a remote area, extra costs may be charged. These costs may also apply for orders on which we offer free shipping. You must contact us first if you live in a remote area so we can tell you

if we charge extra costs for your delivery. If you are not sure if you live in a remote area, contact us first. If you completed your payment without notifying us that you live in a remote area, an additional payment on your behalf to cover the extra costs for shipping to a remote area must be completed before we can send out your order. In the unlikely case, you do not wish to pay the extra costs and you want your money back, we reserve the right to charge a fee to cover the costs of refunding the money.

Article 16 – Payments

1. Unless otherwise agreed, the amounts due must be met by the consumer immediately an agreement is finalized and entering the cooling off period referred to article 6, paragraph 1. In case of an agreement to provide a service the cooling off period starts after the consumer has received the confirmation of the agreement.
2. The consumer has the duty to notify the entrepreneur about inaccuracies in the payment details.
3. In case of default by the consumer the entrepreneur has, subject to legal restrictions, the right to charge the reasonable costs which are made known to the consumer in advance.
4. Payments for products sold online must be completed by consumer in full to finalize an agreement between consumer and entrepreneur.

Article 17 – Complaints

1. The entrepreneur features a sufficiently publicized complaints procedure and handles the complaint according to this complaint's procedure.
2. Complaints about the execution of the agreement must be described fully and clearly within 7 days submitted to the entrepreneur after the consumer has observed the defects.
3. The complaints submitted to the entrepreneur will be answered within a period of 14 days from the day of receipt. If a complaint has a foreseeable longer processing time, the entrepreneur will answer within 14 days an acknowledgement and an indication when the consumer will receive a more detailed answer.
4. If a complaint cannot be resolved by mutual agreement, then there is a dispute.
5. Consumer must allow entrepreneur at least 4 weeks to solve a dispute in mutual consultation. A dispute that isn't settled within this term is then susceptible to a dispute settlement.

Article 18 – Disputes

1. Dutch law exclusively applies to agreements between entrepreneur and consumer whereupon these Terms and Conditions are related to.
2. In case of disputes the consumer can approach Stichting WebwinkelKeur (WebwinkelKeur Foundation) and this foundation will mediate for free. If both parties cannot come up to a solution, then the consumer has the possibility to let his complaint be handled by Stichting GeschilOnline. (GeschilOnline.nl Foundation) The ruling of this foundation is binding, and both the consumer and the entrepreneur accept this binding ruling.

Article 19 – Additional and Different Provisions

Additional or different provisions compared to the Terms and Conditions may not be to the prejudice of the consumer and should be recorded in writing in such a manner that the consumer can save these in an accessible way on a durable medium.

Article 20 – Changes to these Terms and Conditions

Changes in these Terms and Conditions goes into effect upon publication on <https://www.ilovesurfing.shop> or one of its other websites. If this happens during the sale of an offer to consumer and this effects the consumer, the most favourable provision to consumer applies. This is also where these Terms and Conditions can be downloaded from.