

## AGB / Terms & Conditions BELUCIA LEATHER

### 1. Validity range:

**1.1** The supplies and services of Belucia Leather: Vredeslaan 2, 6141 BM, Limbricht, the Netherlands are explicitly applicable for the following terms & conditions at the time of ordering / bidding valid conditions. The customer expressly acknowledges this with his order.

**1.2** The company Belucia Leather doesn't acknowledge deviating conditions of the buyer, unless the company Belucia Leather has expressly agreed with the validity by writing.

### 2. Offer, contract, purchase price, prices / payment due, expiration date:

**2.1** The presentation of the products at our online shop is not a legally binding offer but an invitation to order.

**2.2** By clicking the button 'Place Order', you place a binding order for the products listed on the order page. You order, by entering all requested information in the order form during the checkout process and finally by clicking on the button 'Place Order' to confirm your order.

The purchase price is directly payable with the order. You can complete your payment directly from our Online Shop by clicking on the secure PayPal or IDEAL payment link (**SSL encrypted**), but also via the PayPal or IDEAL secure Link (**SSL encrypted**) in your order confirmation e-mail.

**2.3** You will receive a confirmation of receipt your order(s) by e-mail. The contract is only valid by sending the order confirmation e-mail to your registry.

### 2.4 All product prices on the listed sites are inclusive of 21% VAT.

<small>* For all residents outside the European Union applies automatically 0.0% VAT rate.</small>
<small>Amount of the article - 21% (Dutch VAT rate) + delivery charges (15,00 EUR or 20,00 EUR) = Your Purchase Amount.</small>
<small>This will be calculated automatically in the order checkout process when you choose the country where you live.</small>

### \* CUSTOMS INFORMATION FOR ALL COUNTRIES OUTSIDE THE EU

Please note: Our shipping company demands from us that we properly register all exported goods. This means that you might have to pay customs duties. Please contact the customs office by phone or check the internet before you buy!

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**2.5** The article(s) will only be dispatched after the full payment has been received. A cash discount deduction is not possible.

**2.6** Upon receipt of the order, the company Belucia Leather reserves the ordered article(s) for a period of 5 working days. If no payment is registered within this period, the reservation will be canceled and we will release the article(s) for further sale. If no payment is registered within 10 days after the order has been placed, your order will be canceled and deleted automatically from our ordering process.

Collecting multiple purchases is only possible within the 5 working days.

### 3. Shipping fees:

#### 3.1 All product prices on the listed sites are inclusive of 21% VAT.

In addition to the prices, we charge shipping fees for the delivery of goods. Except for German customers ( DE = Free Delivery).

Because of the free delivery to Germany, the shipping fees to all other countries has been **reduced by € 6.00**.

The shipping fees are inclusive of 21% VAT.

#### 3.2 The fees for shipment and the estimated delivery times for all countries, please refer to the shipping fees table, [Section: Shipping](#).

This section is accessible at the bottom on every page of the Online shop.

### 4. Payment / Payment Methods:

We offer the following payment methods for the BELUCIA Online shop:

#### \* **Payment with Buyer Protection:**

- International Bank transfer with IBAN + Swift Code - Rabobank Netherlands
- Bank transfer, Dutch Customers (voorstelbetaling dmv een bankoverschrijving met IBAN en BIC nummer) - Rabobank Nederland.

By these 2 variants, you will receive all details of our bank account in the order confirmation e-mail.

Please transfer the invoice amount to our bank account after you've received the order confirmation.

Belucia Leather will dispatch the ordered article(s) the day after the invoice amount has been credited to our bank account.

#### **Please provide your name, the name and the Order number of the product(s).**

The ordered article(s) will be reserved for you for 5 working days. If no payment is registered within this period, the reservation will be canceled and we will release the products for further sale. If no payment is registered within 10 days after the order has been placed, your order will be canceled and deleted automatically from our ordering process.

**Buyer Protection:** You should inspect and withdraw the purchased article(s) within the withdrawal period of 14 days. We always refund 100% of your total purchase price by an (International) bank transfer within 5 working days, **including the Seller to Buyer shipping fees**. We will never charge any bank transfer fees.

#### \* **PayPal with buyer protection and secure payment via SSL encryption:**



You can pay with just 2 clicks, your personal details are stored securely at PayPal.

You can easily and in a secure way perform an immediate PayPal payment by clicking on the PayPal button in our Online Shop or the Link in the confirmation e-mail (both Links are SSL-encrypted).

If you don't have a PayPal account - no problem. You can easily pay with your credit card as a PayPal guest/visitor.

Belucia Leather will dispatch the ordered article(s) the day after the invoice amount has been credited to our PayPal account.

More information about PayPal can be found [here](#).

**\* Payments with iDEAL (betaling met beveiligde SSL-verbinding): only for Dutch Customers.**



**De iDEAL betaling vindt plaats via een secure verbinding van Betaaldienst Mollie.**

**Mollie is door Currence gecertificeerd als Collecting Payment Service Provider (CPSP).**

Voor informatie van Betaaldienst Mollie kunt u terecht via de volgende link: <http://www.mollie.nl/betaaldiensten/ideal/>

U kunt de betaling in onze Online shop verrichten door op de iDEAL Button te klikken nadat u de bestelprocedure heeft afgerond of via de Link van iDEAL in onze opdracht bevestigingsemail die u van ons krijgt nadat u de bestelling heeft geplaatst ( beide Links zijn beveiligd met een gecertificeerde SSL- verbinding).

Nadien u gekozen heeft voor de betaalwijze iDEAL kunt u uw eigen bank selecteren: ING, ABN Amro, Rabobank, SNS, Fortis, Friesland Bank, Triodos of de ASN Bank.

Na deze selectie komt u terecht in de vertrouwde en tevens SSL- beveiligde omgeving van de website van uw bank waar dan ook de daadwerkelijke betaling plaats vindt. In deze omgeving staat uw eigen bank garant voor u veiligheid.

Een iDEAL betaling via Mollie is **gratis**, dus er zijn geen verborgen transactiekosten voor de koper. Uw bestelling wordt direct op de volgende dag verzonden nadat u de betaling heeft voldaan.

**Note:** In a revocation of an article, the refund of the purchase price will always be returned with the same payment method chosen by the customer during the order.

## 5. Delivery / Property restriction:

**5.1** We ship Worldwide. All products will always be dispatched via a Courier Service, for example: DHL Germany, TNT Netherlands / Post.NL or bpost Belgium. We select the most appropriate logistic service for your order. Except Belgian customers, they can choose their own logistic service (see table Section: Shipping).

**5.2** Your order **will be dispatched, the day after receipt of payment (credited to our bank or PayPal account)**. Orders will only be dispatched as an insured parcel DHL Paket (DHL Germany), insured parcel with signature (TNT Netherlands / Post.NL) or bpack secur (bpost Belgium). You will always get the corresponding tracking No. from us via e-mail.

SHIPMENT TO GERMANY: ALWAYS THROUGH A DHL POST OFFICE IN GERMANY, THE DELIVERY TAKES ONLY: + - 48 HOURS.

**5.3** The estimated delivery times that are specified by Belucia Leather form the basis for awarding the contract to such periods, but these periods will be extended through strikes, acts of violence or bad weather conditions (heavy snowfall) for the duration of the delay.

The same applies, if you do not fulfill any obligations to cooperate with Belucia Leather.

**5.4** If the ordered article is no longer available, (e.g., if there is only one article and it should be sold simultaneously on our Belucia Online shop and elsewhere else), then we always can withdraw the contract. In this case, we will inform you as soon as possible and propose a similar article. Is there is no similar article available or the customer doesn't want a similar article, we will immediately refund the full purchase you have already paid.

**5.5** If the Courier Service can't deliver the goods after one or two attempts or you don't pick up the order by yourself at the post office in the applicable period, we will withdraw the contract. In this case, the buyer has to pay for all shipping fees like: \* The shipping fees (from the Seller to the Buyer) and this is without the € 6,00 reduced shipment price. \* The Shipping fees for the return shipment (from the foreign Post office to our business office in the Netherlands). The above described also applies for the free delivery to customers in Germany.

## 5.6 Property restriction:

Until the full payment has been received, the goods will remain in possession of the company Belucia Leather.

Before transfer of ownership is pledging, a collateral assignment or an amendment without our consent not allowed.

## 6. Order / Storage of the contract text:

**6.1** We need your personal data for supplying your order, which you have to enter in the Order Checkout process. All personal data is protected by SSL encryption and therefore always fully shielded and 100% safe.

**6.2** You can place an order by creating a personal account.

**Precise information about the order checkout process, please see Section 6.3.**

Your personal data and order data (incl. order history) is then stored in your account. If this is your first registration, you determine your own login information. You always have access to your account and the ability to print the order (history) with all entered data. You also can print your current order right on the order confirmation page. In addition, we will send the order confirmation with all details to your e-mail address, which you have specified in the order checkout process.

Once your payment has been completed and the invoice amount has been credited to our bank or PayPal account, you will get a confirmation e-mail from Belucia Leather, that we have received your payment.

The next day, your order will be dispatched to you.

### **6.3 You also can quickly and easily place an order without creating a personal account.**

Fill your shopping bag (basket) by clicking on the button : '..Add to shopping bag'.

If you want to checkout your order, click right, on top of the page at : ' .. items in shopping bag' or the black bag. Here, you can also see how many items you already have in your shopping bag (basket). Then enter your personal data in the order checkout process (ordering process) and click on 'Place Order'. Your order is hereby completed. In the meanwhile, we send an order confirmation with all details to your e-mail address, that you have specified in the order checkout process.

You can easily and safely, accomplish an immediate Paypal payment by clicking on the Paypal button in our Online shop or the Link in the confirmation e-mail (both links are SSL-encrypted). In both cases, you will be directly connected to the Paypal website where you can finish the payment within the secure area of Paypal (SSL encryption). For the Dutch customers who wants to pay with iDEAL, the same applies as above, only they get to see a iDEAL button (also SSL- encrypted) instead of a Paypal button.

Once your payment has been completed and the invoice amount has been credited to our bank or PayPal account, you will get a confirmation e-mail from Belucia Leather, that we have received your payment.

The next day, your order will be dispatched to you.

**6.4 In both above cases: When your order has been dispatched, you will receive a confirmation e-mail with a tracking number from our Courier Service. This e-mail contains a Link with a secure code. By clicking on this Link, you will be immediately redirected to our website, where you can check your order and the status of your parcel.**

### **7. Right of Withdrawal / Cancellation:**

**7.1** If you don't like your purchased article(s), no problem. You can use your right of withdrawal. As buyer you are entitled to a 14-days return policy. As part of the withdrawal right you may cancel your contract by e mail within 14 days with stating the reasons of the cancellation. The revocation period begins with the date of receipt of the article(s) at the recipient. The good(s) must be returned promptly to the office of the company of Belucia Leather and no later than 28 days counted from the date of receipt of the article(s) at the recipient.

Before you send a return: please send an e-mail to Belucia Leather, stating that you wish to use your right of withdrawal and want to return the purchased item(s).

E-mail Address: [office@belucia.eu](mailto:office@belucia.eu)

#### **Kunden aus Deutschland (Versand nach Deutschland ist kostenlos):**

- Kunden aus **Deutschland** bekommen dann von BELUCIA Leather unsere **DHL Postnummer der zuständigen DHL Postfiliale in Deutschland** wohin Sie Ihr Paket preisgünstig zurücksenden können. Es ist aber erforderlich dass die Sendung mit DHL Paket versandt wird weil Sie das Paket an eine DHL Postfiliale zurückschicken. Ein DHL Paket kostet Max. €6,99 (bei [DHL Online](#) - ist der Preis etwa €5,99).

Wenn BELUCIA Leather die Ware einwandfrei, unbenutzt und unbeschädigt zurückbekommen hat in Originaler Verpackung und mit den Originalen befestigten Etiketten, einschließlich die Plastikschrutzkappen auf allen Metallmaterialien, dann wird den Gesamtkaufpreis der Ware, die der Kunde bezahlt hat an BELUCIA Leather, innerhalb von 10 Arbeitstagen erstattet. Versandkosten für eine Rücksendung von der Ware an BELUCIA Leather werden nicht erstattet.

Im Falle eines wirksamen Widerrufs sind die beiderseits empfangenen Leistungen zurückzugewähren und gegebenenfalls gezogene Nutzungen (z.B. Zinsen) herauszugeben. Können Sie uns die empfangene Leistung ganz oder teilweise nicht oder nur im verschlechterten Zustand zurückgewähren, müssen Sie uns insoweit Wertersatz leisten, die Höhe des Wertersatz wird durch Belucia Leather festgestellt.

Bei der Überlassung von Sachen gilt dies nicht, wenn die Verschlechterung ausschließlich auf deren Überprüfung, wie Sie Ihnen etwa im Ladengeschäft möglich gewesen wäre - zurückzuführen ist. Im übrigen können Sie die Wertersatzpflicht vermeiden, indem Sie die Sache nicht wie ein Eigentümer in Gebrauch nehmen und alles unterlassen, was deren Wert beeinträchtigt sowie das Entfernen von Etiketten, Plastikschrutzkappen, usw. Verpflichtungen zur Erstattung von Zahlungen müssen Sie innerhalb von 21 Tagen nach Absendung Ihrer Widerrufs Erklärung erfüllen.

#### **Customers from other countries:**

- Customers from other countries can return their purchased good(s) to the following address:

**BELUCIA LEATHER**

**MMF Coumans**

**Vredeslaan 2**

**6141 BM**

**Limbricht Netherlands**

**E-mail Address: [office@belucia.eu](mailto:office@belucia.eu)**

**Telephone: 0031464523603**

When Belucia Leather has received the article(s) in good order, unused and undamaged, in the original packaging with the original labels attached, including the plastic protective covers attached on all metal materials, your total purchase price will be refunded, incl. the delivery charges, from seller to the buyer, within 10 working days. The shipping costs for returning the article(s) to Belucia Leather won't be refunded. If an item would have an error or a defect after receipt at the customer and the customer wants no replacement of the item, the claim for a refund for cost of returning will also expire hereby.

In case of a cancellation: If you aren't able to return the article(s) in their original condition, you will have to pay compensation for the caused damage. The height of the replacement value will be determined by Belucia Leather itself. This doesn't apply if the deterioration is caused by a reasonable review of the article(s). You can avoid paying compensation by not using the goods like an owner, and by eliminating nothing of the article (such as labels, plastic protective covers, etc). Obligations to reimburse payments must be made within 21 days after sending your right of withdrawal.

**7.2 The Company Belucia Leather, may at any time, unilaterally rescind the purchase-agreement and terminate. The customer will receive the total purchase price refunded within 5 working days. This refund will be repaid with PayPal, iDEAL or bank transfer, depending on which payment method the customer has chosen in his order.**

### **8. Warranty:**

**8.1** We are liable for defects that are consistent with the legitimate rules and where no restrictions arise from the following sections (Paragraph 8.1 -8.4).

**8.2** The period of limitation for claims for defects at the delivery of new products contains: One year (1 year), calculated from the transfer of risk. For used goods, the warranty period contains uniformly: Half a year (1 / 2 year), calculated from the transfer of risk. This does not apply if the requirements for compensation is due to defects. For damages due to a defect applies paragraph 9.1.

**8.3** The customer receives from Belucia Leather, no Guarantees in the legal sense.

**8.4** It is important to note that in some cases, it's possible that the visual perception of the product photos on our website in terms of technical color variations and perceived quality depends on the customer's hardware. Your computer system can display colors differently from the reality, without that we have some influence on. These are inherent to the system and are not recognized as a deficiency.

**9. Liability for Damage:**

**9.1 Besides the foregoing provisions of Belucia Leather liability for direct or indirect damages - for whatever legal basis, and if legally permissible - is excluded, unless the damage was caused by intent or gross negligence or the willful concealment of a defect.**

**10. Protection of data privacy:**

**10.1 Please see the section: Privacy on the bottom of each page. This section is accessible on every page of the Online shop (until now only available in the German language).**

**11. Applicable law and jurisdiction:**

**11.1** Dutch law applies to the exclusion of UN purchasing law.

**11.2** Unless you are a merchant, a legal entity under public law or public in justice assets, the judicial district of the domicile of our company.

**12. Final conditions:**

**12.1 The offers of the company Belucia Leather are without engagement and are under reserve to the timely self-supply and availability of the goods, except in individual cases, explicitly written otherwise agreed. Errors and misspellings reserved.**

**12.2 Unless otherwise mentioned accessories are not included.**

**12.3 If one or more provisions of our Terms & Conditions are invalid, this shall not affect the entire contract. The ineffective regulation will be replaced by the relevant statutory provision.**

**12.4** All returns must be sent to the following address (except for customers from Germany, please see Section 7.1):

**BELUCIA LEATHER  
tav MMF Coumans  
Vredeslaan 2  
6141 BM  
Limbricht Netherlands  
Telephone: 0031464523603**

**13. Tenders characteristics:**

**BELUCIA LEATHER**

**MMF Coumans  
Vredeslaan 2  
6141 BM  
Limbricht Netherlands  
Telephone: 0031464523603**

**E-mail Address:** [office@belucia.eu](mailto:office@belucia.eu)

**Internet:** [www.belucia.eu](http://www.belucia.eu)

[www.belucia.de](http://www.belucia.de)

[www.belucia.nl](http://www.belucia.nl)

**Chamber of Commerce / KvK Nr. : 14107668**

**VAT / USt-IdNr. / BTW Nr. : NL001833326B33**