

Terms & Conditions Denimagic

1. Definitions

1. Terms and conditions: These terms and conditions of Denimagic
2. Website: the website www.denimagic.nl (Denimagic), part of DenimX BV, located in Maastricht, under Chamber of Commerce no. 68157878 and all other websites of DenimX BV.
3. Customer: a private person or a person who legally represents a company and with whom Denimagic has agreed.
4. Parties: Denimagic and Customer together.
5. Products: all products that Denimagic sells through the website.
6. Order: Ordering one or more Products through the website or acceptance of a Quotation.
7. Quotation: An offer from Denimagic to the Customer for the purchase of a larger number of Products and/or for specific customization including personalized Products.
8. Order confirmation: the email that Denimagic sends to the Customer with the acceptance of the Customer's Order.
9. Agreement: the Agreement between the Customer and Denimagic for the purchase of one or more products.

2. Acceptability of Terms and Conditions

1. These terms and conditions apply to all quotations, offers, activities, orders, Agreements, and deliveries of Products by or on behalf of Denimagic.
2. A copy of these Terms and Conditions is available on the Website.
3. By confirming that you have read and accepted these Terms and Conditions when placing an Order through the Website, you confirm your unconditional acceptance of these Terms and Conditions.
4. These Terms and Conditions together with the Order and the Order Confirmations constitute the Agreement between you and Denimagic for the delivery of Products.
5. Parties may only deviate from these Terms and Conditions if they have expressly agreed to do so in writing.
6. Denimagic expressly excludes the applicability of additional and/or different general terms and conditions of the Customer or third parties, unless the parties expressly agree otherwise in writing.
7. If you have any questions about these Terms and Conditions, the Products or your Order, please contact us using the contact form on the website or send an email to info@denimagic.nl

3. General Product Information

1. Denimagic makes reasonable efforts to ensure that the information on Products on the Website is completely accurate. However, Denimagic does not warrant that there will be no errors in the description and/or pricing of the Products.
2. Denimagic makes reasonable efforts to accurately represent the properties of Products, including the applicable colors. However, Denimagic cannot guarantee that the Product supplied will fully match the Product displayed on the Website as the display will depend on your computer system and the chosen settings.
3. Denimagic reserves the right to change the information on Products (including pricing, description, and availability information) on the Website at any time and without notice. However, changes in price, availability, or description of Products will not affect orders already placed and accepted.

4. Place orders

1. By placing an Order on the Website, you confirm that you are legally authorized to enter into a binding Agreement and that the information you provide when you place an Order is true, accurate, current, and complete.
2. To place an order, select the desired Products on the Website, place the Products in your shopping cart, agree to the Terms and Conditions, and pay for the Products. Denimagic cannot accept orders placed in any other way than as described above, unless otherwise agreed in writing or by e-mail, for example utilizing a signed Quotation.

3. Before you can checkout you need to be logged in or log in to your account, create an account, or indicate that you want to check out without creating an account. In the event that the Customer requests a Quotation to purchase a larger number of and/or personalized Products, a separate corporate account must be created.
4. By placing an Order, you request us to sell the Products you have selected to you. Orders placed through the Website are subject to availability and acceptance by Denimagic. Denimagic may refuse to accept your order at any time and in its sole discretion, including, but not limited to, the cases in which:
 - The Website contains an error concerning the Products that you have ordered (for example, an error concerning the price or description of the Products)
 - The Products ordered by you are no longer available through the Website
 - You have provided incorrect information
5. Denimagic shall not be liable to you or any third party for any withdrawal of Products from the Website, any removal or alteration of material or content from the Website, and any refusal to process an Order or suspension of a transaction after it has been completed.
6. If Denimagic is unable to accept or process your Order, Denimagic will contact you by e-mail as soon as possible.
7. For Quotations of Denimagic the following conditions apply:
 - Offers from Denimagic are without obligation unless explicitly stated otherwise in the Quotation.
 - A Quotation is valid for a maximum of 3 days unless another acceptance period is mentioned in the Quotation.
 - If the Customer does not accept a Quotation within the set period, the offer will expire.
 - Offers do not apply to repeat orders unless the parties expressly agree to this in writing.
 - In the event of acceptance of a non-binding Quotation, Denimagic reserves the right to revoke the Quotation within 3 days after receipt of the acceptance, without the Customer being able to derive any rights from this.
 - Verbal acceptance by the Customer only commits Denimagic after the Customer has signed the Quotation (preferably digitally) and returned it to Denimagic.
 - After acceptance of the Quotations, the Client will receive an Order Confirmation stating the further payment conditions.
 - Payment of the Products must be made within the payment term indicated in the Quotation.

5. Unavailable products

Denimagic will do everything reasonably possible to ensure that the information about Products displayed on the Website is accurate. However, when you place an Order, certain Products may be out of stock. If Denimagic is unable to deliver the Products ordered to you within 14 days of the date of your Order, Denimagic will cancel the Order in whole or in part and refund you the payment for the Products in the canceled Order.

6. Prices

1. All prices quoted by Denimagic on the Website are in euros, including VAT and excluding any other costs such as payment and delivery costs, unless explicitly stated otherwise or the parties agree otherwise.
2. As soon as you place an Order, you will receive an Order Confirmation confirming the prices.
3. Delivery costs are at the expense of the Client, depend on the size and weight of the Order and the place of delivery, and will be stated before you place your Order. This may be deviated from if the parties have made other agreements in this respect.
4. All prices Denimagic charges for its Products on the Website or otherwise notified may be changed by Denimagic at any time without notice.
5. An increase in cost price of products or parts thereof, which Denimagic could not foresee at the time the Agreement was concluded, may give rise to a price increase.
6. The Client has the right to dissolve the Agreement as a result of a price increase as referred to in paragraph 4 unless the increase is the result of statutory regulation.

7. Payment

1. Denimagic accepts payments via iDeal, PayPal, Credit/Debit card, Bancontact, and SOFORT Banking.
2. If you pay by bank card or credit card, you must provide your card details when you place your order. Your debit or credit card will be debited for the total value of your order at the time your Order is placed.
3. Denimagic will not accept your Order or deliver the Products to you until your credit or debit card issuer has authorized payment for the ordered Products. If the issuer refuses to authorize payment, Denimagic will not be liable for any delay or non-delivery of the Products.
4. Payment by invoice is subject to the following Terms and Conditions:
 - If the Customer fails to pay within the agreed term, Denimagic will be entitled to charge interest of 1% per month from the day the Customer is in default, whereby part of a month will be counted as a whole month.
 - If the Customer is in default, he will also owe Denimagic extrajudicial collection costs and any compensation for damages.
 - The collection costs are calculated based on the Compensation for Extrajudicial Collection Costs Decree.
 - In the event of liquidation, bankruptcy, seizure, or suspension of payment on the part of the Customer, Denimagic's claims against the Customer are immediately due and payable.
 - If the Customer refuses to cooperate in the performance of the Agreement by Denimagic, it is still obliged to pay the agreed price to Denimagic.
 - If the agreed amounts are not paid on time, Denimagic shall be entitled to suspend obligations until the agreed part has been paid.
 - In the event of late payment, the Client is in default of creditors, with the result that the Client cannot object to late delivery to Denimagic.

8. Delivery

1. Delivery of Products shall take place to the delivery address provided by the Customer.
2. All documents relating to your Delivery will only be sent by email to the email address you provided when placing the Order.
3. Products ordered on the Website can be delivered worldwide.
4. Delivery takes place by a carrier chosen and designated by Denimagic and may vary from country to country.
5. Denimagic makes every effort to deliver the Products within the delivery time indicated on the Website. These delivery times are indicative and, if exceeded, do not entitle the Customer to dissolution or compensation, unless the parties have expressly agreed otherwise in writing.
6. The delivery period will commence after Denimagic has confirmed the Order in writing or electronically to the Customer.
7. Exceeding the specified delivery time does not entitle the Customer to compensation or to dissolve the Agreement, unless Denimagic is unable to provide information about the delivery time within 14 days after being warned to do so in writing, or the parties have agreed otherwise.
8. The Customer shall ensure that the actual delivery of the Products ordered by him can take place on time.
9. If the packaging of a delivered product has been opened or damaged, the Customer must have a note made of this by the forwarder or deliveryman before accepting the product, failing which Denimagic cannot be held liable for any damage.
10. Ownership and risk of loss, damage, and theft of the Products are transferred to the Customer at the time of delivery.

9. Warranty

1. Denimagic offers a one year warranty on all Products available on or delivered through the Website.
2. The warranty concerning Products applies only to defects caused by faulty manufacture, construction, or material.
3. The warranty does not apply in the case of normal wear and tear and damage resulting from accidents, modifications made to the product, negligence or improper use by the Customer, as well as when the cause of the defect cannot be determined.

4. If a Product is defective, you may exercise your warranty rights by notifying us by e-mail and returning the defective Product to Denimagic according to the procedure described in paragraph 12.
5. If Denimagic determines that the Product is indeed defective, the defective product will be repaired or replaced with an identical product or, if not or no longer in stock, a product that is as similar as possible.

10. Return or exchange

1. Products may be returned to Denimagic by the Customer without penalty and further reason within 14 calendar days after delivery, only if the Products have not been worn or used. After return, Denimagic will check the Product for possible use.
2. Shipping costs will be borne by the Customer unless Denimagic has demonstrably made a mistake. In that case, the shipping costs will be paid by Denimagic.
3. The return address of Denimagic is:

Denimagic, Bergerstraat 37
6226 BA Maastricht, The Netherlands

When returning or exchanging your name and order number must be stated on a 'Model revocation form'. You must also indicate on this form whether you wish to receive a refund or exchange the Product for an identical or similar Product. The 'Model withdrawal form' can be downloaded from the Website and must be attached to the return shipment.

4. In case you choose for a refund, Denimagic will (refund) the amount of your purchase, possibly increased with the shipping costs in accordance with what is stated in paragraph 2, within 1 to 2 weeks into your bank account.

11. Liability

1. The Products are only intended to be used as a wristband or as a protective cover. c.q. bag for storing, carrying, and/or transporting laptops, I-Pads, groceries, writing utensils, etc. The products are not made for any other use.
2. Denimagic Products may contain parts that could cause a choking hazard and are therefore not suitable for use by children under four (4) years of age.
3. Damage which in your opinion is the result of intent or gross negligence on the part of Denimagic must be reported to Denimagic in writing as soon as possible after the occurrence of the damage. Damage that is not reported to Denimagic as soon as possible cannot be compensated, unless you can prove that you could not reasonably have reported the damage earlier.
4. Denimagic shall only be liable for any damage suffered by the Customer if and to the extent that such damage is caused by intent or deliberate recklessness on the part of Denimagic.
5. If Denimagic is liable for any damage, it will only be liable for direct damage resulting from or related to the execution of the Agreement.
6. Denimagic is never liable for indirect damages, such as consequential damages, lost profits, missed savings, or damage to third parties.
7. If Denimagic is liable, this liability shall be limited to a maximum of the amount paid out by a (professional) liability insurance taken out and in the absence of (full) payment by an insurance company of the amount of the damage, the liability shall be limited to the (part of the) invoice amount to which the liability relates.
8. Any right of the Customer to compensation from Denimagic will in any event lapse 12 months after the event from which the liability arises directly or indirectly. This does not exclude the provisions of Article 6:89 of the Dutch Civil Code.
9. All images, photographs, colors, drawings, descriptions on the website or in a catalog are only indicative and are only approximate and cannot give rise to compensation and/or (partial) dissolution of the Agreement and/or suspension of any duty.

12. Complaints

1. The Customer must examine a Product delivered by Denimagic as closely as possible for any shortcomings immediately after delivery. If a Product delivered does not comply with what the

Customer could reasonably expect from the Agreement, the Customer must inform Denimagic of this as soon as possible, but in any event within 5 working days after discovery of the failure(s), by sending an e-mail to service@denimagic.nl in which the Customer describes the failure in as much detail as possible, in such a way that Denimagic is able to respond adequately.

2. The Customer must demonstrate that the complaint relates to the Agreement between the parties.
3. After receipt of the complaint Denimagic will respond as soon as possible, but at the latest within 5 working days.

13. Right of Advertising

1. As soon as the Customer is in default, Denimagic is entitled to invoke the right of complaint concerning the unpaid products delivered to the Customer.
2. Denimagic invokes the right to advertise utilizing a written or electronic communication.
3. As soon as the Customer has been informed of the invoked right of complaint, the Customer must immediately return the Products to which this right relates to Denimagic unless the parties agree otherwise.
4. The costs of retrieving or returning the Products shall be borne by the Customer.

14. Retention of title

1. Denimagic shall remain the owner of all Products delivered until the Customer has fully complied with all its payment obligations towards Denimagic under any Agreement entered into with Denimagic, including claims relating to failure to perform.
2. Until then, Denimagic may invoke its retention of title and take back the goods.
3. Prior to the transfer of ownership to the Customer, the Customer may not pledge, sell, dispose of or otherwise encumber the Products.
4. If Denimagic invokes its retention of title, the Agreement will be deemed terminated and Denimagic will be entitled to claim damages, loss of profit, and interest.

15. Freedom

The Customer indemnifies Denimagic against all claims of third parties in connection with the Products delivered by Denimagic.

16. Right of dissolution

1. The Customer is entitled to dissolve the Agreement if Denimagic fails imputably in the fulfillment of its obligations unless these shortcomings do not justify the dissolution given its special nature or minor importance.
2. If the fulfillment of the obligations by Denimagic is not permanently or temporarily impossible, dissolution can only take place after Denimagic is in default.
3. Denimagic is entitled to dissolve the Agreement with the Customer if the Customer fails to fulfill its obligation under the Agreement in full or in a timely manner, or if Denimagic has become aware of circumstances that give it a good reason to fear that the Customer will not be able to fulfill its obligations properly.

17. Force of the majority

1. In addition to the provisions of Section 6:75 of the Dutch Civil Code, any failure on the part of Denimagic to perform any obligation vis-à-vis the Customer cannot be attributed to Denimagic in a situation independent of the will of Denimagic, as a result of which the performance of its obligations vis-à-vis the Customer is wholly or partly impeded or as a result of which the performance of its obligations cannot reasonably be required of Denimagic.
2. The force of the majority situation mentioned in paragraph 1 also includes - but is not limited to - a state of emergency (such as civil war, rebellion, riots, natural disasters, etc.). This includes, but is not limited to: a state of emergency (such as civil war, insurrection, riots, natural disasters, etc.); default and force of the majority for suppliers, deliverers, or other third parties; unexpected power, electricity, internet, computer and telecoms disruptions; pandemics, computer viruses, strikes, government measures, unforeseen transport problems, adverse weather conditions, work stoppages, failure by the Customer to provide Denimagic with a correct address or to notify Denimagic of a change of address in a timely manner.

3. If such a situation of force of the majority occurs, Denimagic will inform the Customer as soon as possible.
4. If a situation of force of the majority occurs as a result of which Denimagic is unable to fulfill one or more obligations towards the Customer, those obligations will be suspended until Denimagic is able to fulfill them again.
5. From the moment that a force majeure situation has lasted at least 30 calendar days, both parties may terminate the Agreement in whole or in part in writing.
6. Denimagic will not owe any compensation or damages in a force majeure situation, not even if Denimagic benefits from the force majeure situation.

18. Resale of products

1. Denimagic's Products are only distributed through the Website and selected stores of authorized Denimagic retailers.
2. You may not introduce yourself as an authorized reseller or qualified to resell Denimagic Products.
3. Denimagic reserves the right to refuse to accept your Order if it reasonably suspects that you intend to resell the Denimagic Products.

19. Amendment of Agreement

If it appears necessary after the conclusion of the Agreement for its implementation to modify or supplement the content of the Agreement, the parties shall in good time and by mutual agreement adopt the Agreement accordingly.

20. Modification of general terms and conditions.

1. Denimagic is entitled to amend or supplement these General Terms and Conditions.
2. Changes of minor importance may be made at any time.
3. As far as possible, Denimagic will discuss major substantive changes with the Customer in advance.
4. Customers are entitled to terminate the Agreement in the event of a material change to the general terms and conditions.

21. Transition of rights

1. The Customer's rights under an Agreement between the parties cannot be transferred to third parties without Denimagic's prior written consent.
2. This provision counts as a clause with property law effect as referred to in article 3:83, second paragraph, of the Dutch Civil Code.

22. Consequence of nullity or defeasibility

1. If one or more provisions of these General Terms and Conditions prove to be null and void or voidable, this shall not affect the other provisions of these General Terms and Conditions.
2. A provision that is null and void or voidable will in that case be replaced by a provision that comes closest to what Denimagic had in mind when drafting the concerning provision on that point.

23. Processing of personal data

By placing your Order, you agree and understand that Denimagic will store, process, and use the data you provide when placing the Order on the Website to process the Order. This will be done following Denimagic Webshop's Privacy Statement and is in accordance with the General Data Protection Ordinance AVG. The Denimagic Webshop Privacy Statement can be found and downloaded on the Website.

24. Intellectual property rights

The DenimX and Denimagic trademarks, whether figurative or not, and all other marks, illustrations, graphics, and logos appearing on the Website and its Products, accessories, or packaging, whether registered or not, are and shall remain the exclusive property of DenimX and Denimagic. It is strictly prohibited to reproduce the referenced trademarks, images, graphics, and logos in any way, in whole, in part, or modified form, without the prior express written consent of DenimX or Denimagic. Violation of this prohibition may be prosecuted.

25. Applicable law and competent court.

1. Any agreement between the parties is governed exclusively by Dutch law.
2. The Dutch court in the district where Denimagic has its registered office/office is exclusively competent to hear any disputes between the parties unless otherwise required by law.

CONTACT

If you have any questions, please send an e-mail to info@denimagic.nl.

Denimagic | DenimX B.V.

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