

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY CONSUMERS KAMA

Article 1. Definitions

1.1 The terms used in these General Terms and Conditions are defined as follows:

General Terms and Conditions: these General Terms and Conditions of Sale and Delivery of KAMA;

Reflection period: the fourteen calendar day period, counted from the day of the receipt of the Product(s) by the Consumer, within which Consumer may invoke his/her right of withdrawal;

Consumer: the natural person who does not operate in the course of a profession or on behalf of a company and enters into an Agreement with KAMA;

Right of withdrawal: the option Consumer has to abandon the distance Agreement within the Reflection period;

Products: all products to be provided to Consumer by KAMA under the Agreement;

KAMA: the brand and trade name under which KAMA CONCEPTS offers Products to Consumer through the Website or whose identity is listed in article 2 of these General Terms and Conditions;

Agreement: an Agreement for the purposes of a system organised by KAMA for the distance selling of Products, for which up to the moment of entering into of the Agreement use will be solely made of one or more means of distance communication;

Website: the website www.ilovekama.com, where Consumer can digitally order the Products of KAMA.

Article 2. Identity of KAMA

2.1 **KAMA CONCEPTS:** also trading under the name KAMA and I love Kama, with its registered office in Amsterdam, the Netherlands, as the user of these General Terms and Conditions

Address: Eerste Schinkelstraat 37 hs, (1075 TW) Amsterdam

Telephone number: +31 (0) 624747737

E-mail address: info@ilovekama.com

Chamber of Commerce-number: 77162781

VAT number: NL 003157715B86

Article 3. Applicability

- 3.1 These General Terms And Conditions apply to every offer made by KAMA, any order placed by Consumer and to every distance Agreement effected between KAMA and Consumer.
- 3.2 Before the Agreement is effected, the text of these General Terms And Conditions will be made available to Consumer.
- 3.3 Should the Agreement be effected digitally, the text of these General Terms And Conditions will be made available to Consumer digitally in such a way that it can easily be stored on a durable medium by the Consumer. Should this not reasonably be possible, an indication of where these General Terms and Conditions can digitally be found or an offer that these can be sent - digitally or otherwise - to the Consumer free of charge will be given prior to the Agreement being effected.
- 3.4 Consumer is obligated to accept the General Terms and Conditions before entering into of the Agreement, in the absence of which no Agreement will be effected. Ordering through the Website and checking the box next to the text: "I have read & agree to the terms & conditions and privacy policy" is an acceptance of the General Terms and Conditions.

Article 4. Offers

- 4.1 Any offers made by KAMA are without obligation, unless explicitly stated otherwise, and may be withdrawn by KAMA. KAMA explicitly reserves the right to amend the prices when a change in the VAT rate gives rise to such an amendment. When an offer changes after the conclusion of the Agreement, the Consumer is entitled to terminate the Agreement and cancel the order for a period of 10 calendar days after the announcement of the changes to the proposal made by KAMA.
- 4.2 Offers do not automatically apply to repeat orders and KAMA reserves the right to amend the prices of the offers.
- 4.3 For the validity of all offers, the following applies: while stocks last or the duration as stated on the Website. In case of a lapse of the validity of an offer, the offer lapses by operation of law and the Consumer can no longer make use of the offer.
- 4.4 The offer includes a full and precise description of the offered Products. The description is sufficiently detailed to allow proper assessment of the offer by Consumer. Should KAMA use images, these will give a true picture of the Products on offer. However, KAMA cannot guarantee that the colours displayed on the Website exactly match the real colours of the Products. An obvious error or mistake in the offer does not bind KAMA.

Article 5. Orders

- 5.1 Consumer can place orders in the ways indicated on the Website.

- 5.2 KAMA is entitled to refuse an order or attach further conditions to the Agreement provided it has proper grounds to do so. In that event, the Agreement will be either terminated or amended. Should the Consumer not agree to the amendment of the Agreement, the Consumer is entitled to terminate the Agreement and cancel the order for a period of 10 calendar days after the announcement of the changes to the offer is made by KAMA.
- 5.3 Should KAMA not accept an order or when KAMA wishes to attach special terms to the Agreement, KAMA must inform Consumer of this no later than seven days after receipt of the order.
- 5.4 KAMA will not accept any orders for which the home address of Consumer cannot be established and / or when the Consumer is younger than eighteen years old.
- 5.5 KAMA may enquire – within the statutory parameters – about Consumer’s ability to fulfil its payment obligations, as well as about all facts and factors which could be of importance for the responsible formation of the Agreement. Should KAMA, on the basis of these enquiries, have proper grounds to refuse to enter into the Agreement, it is entitled to refuse an order or application or to attach special terms to the performance, such by citing its motivation for doing so.

Article 6. Formation of the Agreement

- 6.1 The Agreement is formed, subject to the provisions in article 5, when Consumer places an order with KAMA based on the offer made by KAMA, thus accepting the offer and complying with the applicable terms.
- 6.2 Before Consumer is given the option to pay for the Products, an overview of the Products he has selected will be shown to Consumer.
- 6.3 KAMA shall digitally (per e-mail) confirm the receipt of the order.
- 6.4 If and to the extent that the Agreement is formed digitally, KAMA will take suitable technical and organisational measures in the security of the digital transfer of data and provide a safe digital environment. Should the Consumer be able to pay digitally, KAMA shall maintain all appropriate security measures.

Article 7. Prices, payments and shipping costs

- 7.1 The prices listed on the Website are in Euro’s, inclusive of VAT and exclusive of shipping costs, unless otherwise stated or agreed on in writing.
- 7.2 A contribution to the shipping costs will be shown to Consumer separately, prior to the moment of placing the order. This contribution can depend on the size of the order, the location of delivery and the method of shipping.
- 7.3 After the order has been placed, Consumer will immediately receive a confirmation per e-mail which will include the total amount, including shipping costs.

- 7.4 Consumer can pay the Products ordered by means of iDEAL and credit card (via, mastercard, American express, maestro, carta si, cartes bancaires).
- 7.5 In case of payment by credit card, KAMA reserves the right to ascertain whether the credit card is valid, has sufficient available spending limit so that the purchase amount can be charged to it and/or whether Consumer's address details are correct. KAMA reserves the right to refuse purchases made with a credit card.
- 7.6 The Consumer has the obligation to promptly inform KAMA about any inconsistencies in the payment details that are provided or listed.
- 7.7 Should the Consumer not timely fulfil its payment obligation(s), it is, after being informed by KAMA about its late payment and after KAMA has granted the Consumer a period of 14 days to fulfil its payment obligations, in case of non-payment within this 14-days-period, statutory interest is owed on the amount due and KAMA is entitled to charge the extrajudicial collection costs it has incurred. These collection charges amount to a maximum of: 15% on amounts due up to € 2,500,=; 10% on the subsequent € 2,500,= and 5% on the next € 5,000,= with a minimum of € 40,=. KAMA can deviate from these amounts and percentages to the benefit of the Consumer.

Article 8. Delivery and Risk

- 8.1 KAMA shall exercise due care in the receipt of an order and the shipping of the ordered Products.
- 8.2 KAMA shall seek to ship the accepted and paid orders as soon as possible, in the order in which they are received.
- 8.3 The order will be delivered to the address provided by Consumer. Should Consumer not be at home at the delivery time, KAMA is entitled to deliver the Products to Consumer's neighbours. Products with a value of more than € 150,- and personalized Products are, however, sent by registered mail, which requires a signature from Consumer for delivery. These Products cannot be delivered to Consumer's neighbors.
- 8.4 KAMA strives to send out accepted orders with due speed, yet no later than within thirty calendar days after the order was accepted, unless another delivery period was agreed on.
- 8.5 In the event that a delivery is delayed, or when an accepted and paid order cannot or not fully be delivered, Consumer will receive notice of this within thirty calendar days after he has placed the order. In that event, Consumer is entitled to terminate the Agreement without costs. In the event of a termination, KAMA shall refund the received amount without delay but no later than two weeks after the written termination. Consumer is obligated to take possession of the purchased Products at the time these are put at its disposal by KAMA.
- 8.6 The risk of damages to and/or loss of the Products lies with KAMA up to the moment of delivery to the Consumer at the address provided, unless otherwise expressly agreed upon.

- 8.7 Consumer is obligated to take possession of the Products on the agreed on location/locations at the time KAMA delivers these or has these delivered to Consumer, or at the time that these are put at its disposal according to the Agreement. Should Consumer remain in default in this regard, any costs arising from this will be at Consumer's expense, including the shipping costs referred to in article 7.1 and 7.2.
- 8.8 Should Consumer refuse or be negligent in offering information or instructions which are necessary for the delivery, the Products intended for delivery will be stored at the expense and risk of Consumer.
- 8.9 Should Consumer have given an incorrect delivery address, KAMA is entitled to charge subsequent shipping costs to Consumer.
- 8.10 Exceeding the delivery times does not entitle Consumer to compensation, termination of the Agreement or nonfulfilment of any obligation that may arise for the Consumer from this or from any other related Agreement, all this subject to the provisions of article 8.5.
- 8.11 KAMA shall endeavour to keep its Website as up-to-date as possible. In the unlikely event that a Product is no longer available, KAMA will inform Consumer within 30 days after the order was placed.

Article 9. Right of withdrawal

- 9.1 Consumer is entitled to terminate the Agreement without giving reasons for a period of fourteen (14) calendar days including the day of receipt of the Product or the final Product if several Products were ordered in one order. The Right of withdrawal explicitly does not apply if the Product was produced in accordance with specifications given by Consumer and/or when the Product is engraved or otherwise personalised.
- 9.2 The Right of Withdrawal explicitly does not apply if the Product is produced in accordance with Consumer's specification, the Product is engraved, the Product is embroidered and / or printed and / or if the Product is personalized in some other way.
- 9.3 During the Withdrawal period, Consumer shall handle the Product/the Products and the packaging with care. Consumer shall only unwrap or use the Product to the extent this is necessary in order to assess whether he wishes to keep the Product. The starting point is that the Consumer may only handle or inspect the Product/the Products in such a way as they would be allowed to do in a physical store. The Consumer is only liable for any decrease in value of the product resulting from the handling of the product beyond the contents of paragraph 1.
- 9.4 Should Consumer wish to invoke its Right of withdrawal, Consumer shall indicate its name, the name of the Product, the number of Products and the order number and the fact that they are invoking their Right of withdrawal on the standard form on the bottom of these General Terms and Conditions, on the Website or using another unambiguous method to inform KAMA. KAMA shall send a confirmation of receipt of the return notification to Consumer without delay.

- 9.5 As soon as possible, but no later than 14 days after the day following on the notification pursuant to article 9.3, the Consumer will return the Product to KAMA. The Consumer has fulfilled its obligations when it has sent the Product/the Products back to KAMA within this timeframe. Should Consumer invoke its Right of withdrawal, it shall return the Product to KAMA including all accessories that were delivered with it and in its original state and packaging. The risk and the burden of proof of the timely and correct invocation of the Right of withdrawal, lie with the Consumer.
- 9.6 The Consumer carries the costs of returning the Product/the Products.
- 9.7 The returned Products must be in a state which corresponds with normal use for the purpose of trying something on in a store and must have the original tags and/or labels attached. Should the quality of a Product have declined and/or the original tags and/or labels be removed, KAMA is entitled to charge the purchase price of the Product at a later date or refrain from repayment.
- 9.8 KAMA shall refund the purchase amount and invoiced shipping costs within fourteen (14) calendar days upon Consumer's notification of return to KAMA, provided that the Product is not damaged, has not been worn, not been washed, not been used or altered and comes with its original packaging and labels. KAMA will not refund the purchase amount until the Products have been received by KAMA, or when Consumer proves that he has returned them.
- 9.9 Should Consumer have opted for a more expensive delivery option than the standard delivery, KAMA does not have to refund the additional costs of this more expensive option. KAMA will use the same payment method for its refund as the one used by Consumer.

Article 10. Claims

- 10.1 KAMA uses a complaints procedure, as indicated on its Website. KAMA handles complaints lodged by the Consumer in accordance with this complaints procedure.
- 10.2 KAMA has the obligation to deliver Products which comply to the Agreement.
- 10.3 Should the Product/the Products not comply to the Agreement, Consumer shall inform KAMA of this in writing (via info@ilovekama.com) and including a motivation, without delay and always within two months after delivery of the Product to Consumer, or at least after the establishment could reasonably be made.
- 10.4 Small deviations considered acceptable in the field or technically unpreventable, in quality, colour, size, weight, finish, design and the like, are not considered grounds for claims and complaints.
- 10.5 After it has been proven that the Products do not comply to the Agreement, Consumer may either choose to have the Products restored or to have them replaced by new Products subject to the return of the faulty Products, unless that is impossible or can not be demanded by KAMA. In that case, KAMA will refund the invoice amount of said Products to Consumer subject to the return of the faulty Products.

Article 11. Retention of Title

11.1 KAMA retains full ownership of the delivered Product/Products until the time that the purchase price is paid in full.

Article 12. Intellectual Property Rights

12.1 The Intellectual Property Rights with respect to the (designs) of the Products, together with the texts, images, design, data files, photos and other (still or moving) visual materials, formats, software, brands, domain names and other materials, which arise from the Website, are held by Dutch Brand House International B.V.

12.2 Consumer is not entitled to make (parts of) the Website public and/or reproduce it in any way. Consumer may not make alterations to the delivered Products unless the nature of the Products indicates otherwise or otherwise was agreed on in writing. Consumer may only place a hyperlink to the Website when this is done solely for information purposes towards Consumers. The placement of a hyperlink for any other purpose, including a commercial aim, is strictly prohibited.

Article 13. Miscellaneous

13.1 Any deviations from these General Terms and Conditions may only be agreed on by KAMA and Consumer in writing. No rights can be derived with respect to future legal relationships and Agreements based on such deviations. The records kept by KAMA apply, notwithstanding counter-evidence, as proof of any applications and/or orders placed by the Consumer. Consumer acknowledges that digital communication can serve as proof.

13.2 KAMA is entitled to transfer the rights and duties arising from the Agreement with Consumer to a third party by a mere notification. In that case, Consumer has the right to terminate the Agreement without costs.

13.3 Should one or more stipulations of these General Terms and Conditions or any other Agreement with KAMA be contrary to a legal provision, the involved stipulation will lapse and be replaced by a new stipulation permissible by law, to be determined by KAMA.

Article 14. Applicable Law and Competent Court

14.1 Dutch law exclusively governs these General Terms and Conditions and the Agreements/ disputes arising from it.

14.2 All disputes regarding an Agreement or the performance of an Agreement between Consumer and KAMA, which cannot be resolved between parties, will be brought to the competent court in the jurisdiction in which Consumer resides.

Appendix I: Model withdrawal form

Model withdrawal form

(please only fill out and return this form when you wish to withdraw from the agreement)

To: KAMA

For the correct return address, please check the return information as included in your account on our website.

E-mail: via this form

I/we hereby inform you, that I/we wish to withdraw from our agreement regarding the sale of the following products: [indication product]*

the delivery of the following digital contents: [indication digital contents]*

the performance of the following service: [indication service]*,

Ordered on*/received on* [date of the order for services or receipt for products]

[Name consumer(s)]

[Address consumer(s)]

[Signature consumer(s)] (only when this form is returned on paper)

* Delete as appropriate or fill in as appropriate.