

TERMS AND CONDITIONS MALAGOON

Introduction

These terms and conditions are valid for all agreements regarding online orders between the client and MALAGOON V.O.F. (hereafter MALAGOON). In placing an order, the client agrees to be bound by the Terms and Conditions of MALAGOON.

MALAGOON reserves the right to amend these Terms and Conditions and the contents of its website.

Entering an agreement

An agreement is reached only after payment has been confirmed. MALAGOON confirms your order by email. MALAGOON reserves the right to reject an order or to attach special conditions to the delivery. If MALAGOON cannot confirm your home address, the order will not be accepted.

Pricing

The prices displayed next to the articles are in Euros and include BTW (VAT / Sales Tax). Delivery costs are not included in the above-mentioned prices and are added to the total amount during the order procedure.

MALAGOON is not liable for the consequences of printing, typing and/or programming or program errors in its website. No rights can be derived from incorrect pricing information.

Special offers are valid during the time period indicated and as long as supplies last.

Delivery

MALAGOON takes the utmost care in carrying out orders.

MALAGOON delivers accepted orders within 3 working days, in order of receipt, after payment has been received and on condition that all the articles are in stock.

Should an order be delayed or if an order cannot or can only be delivered in part, then the client will be notified. If the client has not received an order within 30 days, he or she can cancel the purchase free of charge.

MALAGOON is not liable for any damage incurred due to exceeding the indicated delivery dates or if the order is delivered to a home or delivery address incorrectly given by the client.

When your order has been presented at the given address three times by our transport partners TNT Post or DHL and it is not subsequently picked up at the post office or depot, it will be returned to us. The order can be resent to you, but you will be recharged for the delivery costs.

Exchange or return

When an article does not meet your satisfaction, it can be exchanged or returned. This is only possible within 7 days of delivery of your order. No returns will be accepted after this period has elapsed.

Postage charges as well any insurance costs for the return shipment are to be paid by the client.

The client may return an incorrect or damaged article or a faulty product, unused, to MALAGOON within 7 days. In this case MALAGOON will pay for the return costs and will replace the ordered article and deliver it free of charge.

A return shipment should be registered at info@malagoon.com within 7 days of delivery. After authorization from MALAGOON, you may download the returns form with accompanying instructions and fill in the form.

The goods should be in the original state, as we delivered them, i.e. unused, with an attached price label and returned in suitable packaging. If bed linen or bedspreads have been removed by you from their original packaging, they can no longer be returned as they are considered unsaleable by MALAGOON. The returns form should be completely filled in and sent together with your return delivery.

Discounted articles cannot be exchanged or returned.

Insufficiently stamped or unstamped return deliveries will not be accepted by us, whatever the reason for the return.

On return, the refund (excluding delivery costs) will be transferred to the account number given by the client within 14 days.

Pre-registered return deliveries have to be received at the return address given by MALAGOON within 7 days of receipt of the order; unregistered return deliveries and articles returned after more than 7 days will not be accepted by MALAGOON.

Age limit

MALAGOON accepts no orders from persons under the age of 18 years without the permission of their parents or carers. Permission can be given at the time of payment.

Payment

Payment can be made by credit card (Mastercard/Visa), using Ideal or by transferring the amount owed to our bank account. Should the payment fail, we will contact you and we will postpone the delivery. In this case MALAGOON is not liable for the delay in delivery or the non-delivery of your order.

Credit card details and bank details are supplied using a secured SSL (Secured Socket Layer) connection. MALAGOON is not responsible for misuse of this information by third parties.

On payment, the Terms and Conditions of the appropriate card company or Ideal are applicable. MALAGOON has no role in the relationship between the client and the card holder.

Should you choose to transfer the amount payable to our bank account, you can transfer the total amount to the following account:

MALAGOON V.O.F.

ING bank

Account number: 6021928

IBAN nummer: NL78INGB0006021928

Swift address (BIC): INGBNL2A

The total amount can be found on the confirmation email which you receive from us directly after ordering. We will send the order when the money has been placed on our account. Please take into consideration that the transaction can take 2 or 3 days, depending on the bank. If we have not received the amount after 5 days, we can cancel the order. In this case we will contact you to agree any further arrangements.

Liability

MALAGOON accepts no liability towards the client for any damage whatsoever. Potential compensation is limited to a maximum of the purchase price of the goods. Under no circumstances will the compensation referred to in this clause be more than €1,000. MALAGOON is never liable for water damage.

Force majeure

In the case of force majeure, all responsibilities of MALAGOON are null and void. Should the event or circumstance last longer than two months, then both the client and MALAGOON have the right to end the contract without any requirement for the payment of compensation. The term force majeure also includes strikes, sickness of personnel, transport problems and import/export embargos, whether these take place at MALAGOON itself or its suppliers.

Guarantee

MALAGOON guarantees the quality and/or usability of the products supplied, in accordance with the specifications given in the webshop.

The guarantee on the articles supplied is valid for 1 month after delivery. The date marked on the bill/delivery slip counts as the first day of the guarantee.

You should make a claim on the guarantee via info@malagoon.com. If the goods delivered do not conform to the demands of normal and proper usage, MALAGOON, in agreement with the client, will arrange for replacement or repair. After agreement with MALAGOON, you may download the returns form and instructions, and fill the form in.

The goods should be returned in suitable packaging, and in an original state as far as possible. The fully completed returns form should be included with the return delivery.

Should the client wish to replace the goods, MALAGOON has the right to refund the original purchase price instead.

The above mentioned guarantee is not valid when the fault is caused by injudicious or improper usage or when the client has made alterations, or attempted to make alterations, without the prior written agreement of MALAGOON, or has used the product in a way for which it was not intended.

The products should be cleaned according to the washing instructions on the product. If the client has chosen a different method of cleaning then the complaint will at all times be considered unfounded and the guarantee is no longer in effect.

Arbitration agreement

On all special offers and agreements made by MALAGOON, Dutch law is applicable.

In case of enquiries or complaints, the client may make contact via info@malagoon.com. MALAGOON will try and deal with complaints within 3 days.

Both parties have at all times the right to lay the complaint before a legally qualified Dutch judge.