



General terms & conditions

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Article 1 - Identity of the seller

VODOVO BV

Jozef Buerbaumstraat 6

2170 Merksem

Belgium

(hereinafter referred to as "Nesnesi" or "we" or "us" or "our")

E-mail address of Customer Service: info@nesnesi.com

Phone number : +32 469 10 41 83

Business Number : 545 829 094

VAT number : BE0545 829 094

Website: www.nesnesi.com, www.nesnesi.be, www.nesnesi.fr and www.nesnesi.nl,
www.nesnesi.sn (hereinafter collectively referred to as the "website")

IBAN: BE79 0017 1973 5733 BIC: GEBABEBB

The purpose of the company is,

- purchase, retail and wholesale, export, import, manufacture, representation and processing of products and items below:
- perfumery, perfumes, beauty products and their accessories;
- all leather goods and footwear accessories, jewelry, as well as all textile articles.
- the provision of management, supervision, control and consultancy services.

It may also carry out all commercial, industrial, movable, real estate or financial transactions relating directly or indirectly to its corporate purpose.

It may in particular take an interest by way of contributions, subscriptions, financial interventions or by any other means, in any companies or enterprises having, in whole or in part, a similar or related object to its own or likely to promote expansion and development.

Article 2 – Scope and conditions

Our terms & conditions apply to all our offers made to you as an end user, i.e. a natural person who acquires or uses products or services exclusively for non-professional purposes (hereinafter referred to as "you" or "your").

To be able to place an order, you must be at least 18 years old. If you are under 18, please have your parent or legal guardian place the order. We are entitled to refuse any order which we find to have been placed by a minor.

If additional special conditions are applicable in addition to these general conditions, the previous provisions are also applicable to these special conditions. In case of contradiction between our general conditions and these specific conditions, our specific conditions prevail.

All your orders placed online assume the prior consultation and express acceptance of our general conditions of sale.

Our terms & conditions are always available on the website. No order may have been validated without the field dedicated to acknowledgment of awareness of the general conditions having been checked.

Our website is available in English, Dutch and French. You can make your choice during your first visit or by clicking on a language in the upper right corner of the home page of our website. The language you choose will also be the language used for transactions and communications with us.

Article 3 – Product offer and order

Nesnesi offers cosmetics and beauty products. The characteristics of the products are indicated on the "Shop" pages of the e-shop. All the products offered comply with the Belgian legislation in force and with the standards applicable in Belgium.

Where an offer is only valid for a limited period or is subject to certain conditions, we expressly state this in our offer.

Product availability: the products offered for sale are those which appear on the website on the day and at the precise moment of your consultation of the website. We are committed to putting all the means at our disposal to honor all your orders. In any event, we cannot be held liable for damages resulting from the unavailability of a product. In case of unavailability of a product which is the subject of a confirmed order, you will be informed by e-mail or by telephone of the total or partial cancellation of your order. If the unavailability is communicated when the amount of your order has already been debited from your bank account, the refund will take place as soon as possible following the date of cancellation of your order.

We always describe our products as well as our promotions and the ordering process in good faith. However, the images presented on our website have no contractual value. We decline all responsibility for errors that may appear in the descriptions of the products or the ordering process. However, and provided that they have been brought to our attention in writing, we undertake as far as possible and within our means, to rectify these errors as soon as possible. If the delivered product does not correspond to the specifications of the delivery note, you can return it according to the methods defined in Article 7.

To purchase a product, simply add it to your cart. Then enter the contact and billing data. Choose your delivery method. In the last step of the process, a summary page is displayed, you accept our general conditions and you confirm your payment by clicking on the order button accompanied by the words "order with payment obligation". Your purchase is final when you have gone through these steps. We will send you a confirmation of your order by e-mail. Once your orders have been placed, you have access to the status of your orders via your account or via the confirmation email that we will send you.

Article 4 – Prices

We reserve the right to change our prices at any time. In any case, the products will be invoiced on the basis of the price in force at the time of your order.

The prices mentioned on our website are denominated in euros, and include, unless otherwise stated, VAT, administrative costs and all other services. They do not include, where applicable, participation in logistics and shipping costs, which are mentioned separately and clearly during the ordering process and included in the total price.

Article 5 – Payment

Payment can only be made on our website using the payment modules provided there.

The payment methods accepted are as follows (electronic payments):

- Visa
- MasterCard
- American Express
- Maestro
- Apple Pay
- Google Pay
- Bank cards
- Bancontact

- Giropay
- iDEAL
- SOFORT

In the event of payment of the transaction with a credit or debit card, your order is not complete and the contract between us is not final until we obtain the agreement of the issuer of the card. We cannot be held responsible for delays in delivery and/or non-delivery of your order which are due to the refusal of your card issuer to make your payment. Orders that are not accompanied by valid payment in the name of the cardholder are not accepted or processed.

We reserve the right to cancel or refuse any order or delivery in the event of an existing dispute.

To guarantee the security of online payment and your private data, the transaction data is sent after encryption by SSL technology. You do not need special software to pay using this technology. You will recognize a secure SSL connection by the "padlock" that appears in the status bar at the bottom of your browser.

Article 6 – Delivery and execution

All products are delivered to the address you provide when ordering online according to the terms specified therein. All the information you provide when placing your order is binding on you. We cannot be held responsible for the consequences of the communication of erroneous data. The ordered products can only be delivered to an address in Belgium, the Netherlands or France, with the exception of a PO box.

The delivery methods offered on our website are as follows:

- Delivery at home or at work
- Delivery to a pick-up point
- Delivery to a parcel locker

Products that are not available in stock will not be delivered and you will be refunded the amount of the products concerned as soon as possible.

The risks related to the loss, theft or deterioration of the products will be borne by you from the moment of delivery of these products.

The day the package leaves the warehouse, you will receive a track & trace number by e-mail allowing you to track your package online. You will also receive an e-mail with the invoice

relating to your order. The invoice will contain the details of delivery costs and VAT. The delivery will be accompanied by a delivery slip listing the products delivered.

Your order will be presented to you or to any other person present at the delivery address. We are not liable for any damages of any kind that may result from receipt of your order by any other person present at the delivery address. If no one can receive your order at the time of delivery, a delivery notice will be left. This notice contains the postal address where you can collect your products as well as a telephone number so that you can arrange a time of delivery with the carrier. Your products remain at your disposal for 14 days after the moment of delivery. After this period, the products will, if necessary, be returned to the warehouse. In this case, you can contact us to organize a new delivery, at your expense.

If you have chosen a package distributor to collect your products, you will be notified by e-mail or SMS as soon as your products are available. These remain at your disposal for 5 days after being made available to you. After this period, the products will, if necessary, be returned to the warehouse. In this case, you can contact us to organize a new delivery, at your expense.

We cannot be held responsible for any consequential damage caused by late delivery or lack of delivery by the carrier. In this case, our liability remains limited to the value of the products for which the absence of receipt is demonstrated within the time limits provided for in Article 6. You will be informed before the expiry of the announced delivery time in the event that we are unable to deliver within this period, and a new delivery time will be indicated to you. In the event that the new delivery period exceeds 30 days from the confirmation of the order or in the event that the delivery has not been made within the additional period indicated, you have the possibility of withdrawing from your order and termination of the contract, free of charge, by contacting Customer Service at info@nesnesi.com or using the contact form on our website. We will refund to you, without undue delay, any sum paid under the contract.

Article 7 – Compliance

You have a legal warranty on goods purchased from us. This warranty only covers a lack of conformity prior to the supply of the products. During the aforementioned period, we undertake to replace or repair the product, free of charge. We reserve the right to exchange the item if the repair proves impossible or disproportionate. Unless proven otherwise, the lack of conformity which appears within a period of six months from the delivery of the goods is presumed to exist at the time of delivery, except when this presumption is not compatible with the nature of the goods or the nature of the lack of conformity. Defects which appear after a period of 6 months following delivery are presumed not to have been present at the time of delivery of the product, unless proven otherwise. For more information on the legal warranty, see Article 8 – Legal warranty below.

To claim a warranty, you must be able to present proof of purchase, order confirmation or invoice. The warranty is not transferable. Any defect must be communicated to our Customer Service within 2 months of its observation. After the expiry of this period, any right to repair or replacement lapses. Our Customer Service will tell you how to return the products to us. In any case, the possible return of the products will only take place following our prior written confirmation. You agree to check that the quality and quantity of the products delivered correspond to your order. Any complaint for missing products must be communicated to our Customer Service by e-mail at the latest within 5 days of delivery. In the absence of such communication within 5 days of delivery, you lose your right to file a complaint for missing products. Complaints for defects will only be valid and processed provided that you have not used or otherwise damaged the products. Our Customer Service will tell you how to return the products to us. In any case, the possible return of the products will only take place following our prior written confirmation.

In the event that a product delivered does not correspond to your order and provided that the procedure referred to in this Article 7 has been complied with, we undertake to replace the product. In the event that replacement is impossible or disproportionate, we will reimburse you for all payments received, including, where applicable, delivery costs.

The commercial and/or legal warranty never applies to defects which, among other things, are due to accidents, deterioration of the condition of the product through negligence, falls, use of the product in contradiction with the purpose for which it was designed, non-compliance with the instructions for use, modifications or adaptations of the product, improper, abnormal, commercial or incorrect use. It also does not apply to products with a short lifespan or in the event of intervention by an unnamed third party.

Article 8 – Legal warranty

The legal warranty corresponds to the guarantee on consumer goods which protects you when the products purchased by a consumer contain a lack of conformity. The legal warranty of conformity benefits all individuals residing in the European Union.

If you have a problem with a product sold, you can contact our Customer Service.

The legal warranty applies to any lack of conformity of the product you have purchased, i.e. when:

- The characteristics of your purchase do not correspond to those of the model presented;
- The quality and services do not meet your expectations; Where
- You cannot use the product for the normally intended use or for the specific functions you requested.

Rights provided for by the legal warranty of conformity:

If the product you have purchased has a defect covered by the conformity warranty, you have the right to obtain, free of charge, a repair or replacement of the product. You have the right to obtain a price reduction or the avoidance of the contract in the following cases:

- If the repair or replacement of the product is not possible;
- If the replacement or repair cannot be implemented within a reasonable time;
- If the replacement or repair cannot be implemented without major inconvenience for you.

Please note that a minor defect for which repair or replacement is not possible or excessively expensive does not entitle you to rescission of the contract.

Duration of the legal guarantee of conformity:

The legal warranty of conformity covers defects of conformity that occur within two years of delivery of the product you have purchased. You are therefore required to retain proof of purchase of the product. Defects of conformity which appear within six months from the delivery of the product are presumed to exist at the time of delivery, except when this presumption is not compatible with the nature of the product or the nature of the lack of conformity or unless proven otherwise.

The warranties no longer apply in the event of abnormal use, treatment or handling of the product or in the event of use, treatment or handling of the product which would be contrary to the rules of use of the product or contrary to the instructions provided by the seller.

Article 9 – Liability

We cannot be held responsible for any problems or damages of any kind that may result from improper use of the products. In this regard, you agree to carefully read the instructions provided by the manufacturer on or in the packaging of the product and which contains the information (and in particular dosages and contraindications) that you must respect.

We cannot be held liable for any inconvenience or damage inherent in the use of the Internet network, in particular a break in service, an external intrusion or the presence of a computer virus.

We are only liable if the damage was caused by our willful misconduct or our fraud (fraud). We are only liable for direct damages. We are never liable for indirect damages, including but not limited to consequential damages and damages caused to third parties.

In the event that we are held liable for any damage, our liability will be capped at the amount of the invoice for your order, and at most the part of the order for which our liability is incurred.

We are automatically released and not bound by any obligation in the event of force majeure.

Article 10 – Right of withdrawal

You have a period of 14 days to withdraw from your order, without having to justify your decision. The 14-day withdrawal period begins on the day on which you or a third party other than the carrier, in accordance with Article 6, takes physical possession of the product.

You must inform us of your decision to withdraw before the expiry of the withdrawal period referred to in this Article. To do this, you can use the model withdrawal form in the appendix to these terms & conditions or you can contact us via the "Contact" section on our website. If you wish to use the model form set out in the appendix to these general conditions, this form must be sent to our Customer Service at the email address info@nesnesi.com.

We will reimburse you for all payments received, including, where applicable, delivery costs. We make the refund using the same means of payment that you used for the initial transaction, except your express agreement for another means of payment. We are not obliged to reimburse the additional costs if you have expressly chosen a method of delivery other than the less expensive method of standard delivery. The refund will be made as soon as possible after receipt of the products, or until you have provided proof of shipment of the goods, the date chosen being that of the first of these facts.

After you have informed us of your decision to withdraw, you can return the products to us by post to the address mentioned in these general conditions within 14 working days of the communication of your decision to withdraw from the command. Any return costs are your responsibility. After the 14 day period, we will no longer be able to accept the return.

The products must be returned in new condition, in their original packaging, in perfect condition (the products being kept in a dry place, away from light, heat and humidity), including without being limited to the samples included and any instructions for use, necessarily accompanied by the delivery note and the return document sent by our Customer Service. We are not required to take back perfumes and beauty products whose packaging has been opened. For hygienic reasons we do not take back make-up products.

Products returned outside the 14-day period and/or contrary to this Article as well as returns for which the procedure of this Article has not been respected will not be accepted and will not be refunded. In the event of a manifestly abusive repetitive return, we reserve the right to refuse any subsequent order.

You can also exercise your right of withdrawal after the order in accordance with the procedure of this Article. In this case, the refund will take place within 14 days following the date of cancellation of the order. We will send you an e-mail to inform you of the receipt of the withdrawal, and the introduction of a refund request.

Article 11 – Force majeure

We are not bound by our obligations if a case of force majeure occurs. In this case, we can either suspend our obligations for the duration of the case of force majeure, or terminate the contract definitively.

Force majeure shall be deemed to be any event beyond our reasonable control, including, without limitation, any cause such as: natural disaster, war, riot, civil unrest, economic sanctions, fire, flooding, particularly severe weather conditions, explosion, epidemic, terrorism, labor dispute, strike, employers' strike or any other form of action or collective dispute, as well as any circumstance that would prevent the normal production, shipment or transportation of the products, and other similar situations that may affect us, our subcontractors, our own suppliers or our carriers.

Article 12 – Privacy protection

Your order will be processed in accordance with our Privacy Policy, accessible on our website and forming an integral part of these terms & conditions.

Article 13 – Intellectual property

We grant you the right to use our website exclusively for strictly personal purposes, in accordance with the terms and conditions set out in these general conditions. You may not use our website for any other purpose, including but not limited to commercial, speculative and/or fraudulent (personal) purposes.

Our website and the texts, photos, illustrations, pictograms, sounds, videos, software, databases, structures, layouts and all other data and elements of our website are protected by intellectual rights and/or other (property) rights. Access to and use of our website does not give you any right or claim to any part of our website and may in no way be interpreted as an assignment or the granting of a license on these rights (of intellectual property).

You may not reproduce, return, modify, transfer, publish, adapt or otherwise exploit this website (or any part thereof) in any medium and in any way, in whole or in part, without our prior written authorization.

The Nesnesi and Stellar Beauty names and the Nesnesi logo are registered trademarks. The use of these brands (for purposes other than strictly personal) without our prior written authorization is strictly prohibited.

Prevention of counterfeiting. When selling products, Nesnesi respects the intellectual property rights of third parties and encourages you to do the same. If you notice or suspect counterfeiting following the purchase of a product, or if you have doubts about a product sold on the e-shop, Nesnesi invites you to send an email to info@nesnesi.com, along with

enough details to follow up on your message. Any useful information can help Nesnesi fight counterfeiters.

Article 14 – Processing of complaints and disputes

Of course, we always hope to fully satisfy our customers. However, if you have any complaints about our products or services, do not hesitate to contact us at the Customer Service address (info@nesnesi.com) or via the contact form on our website. We will make every effort to process your complaint within 5 days. If we cannot agree, you as a consumer can contact Safeshops.be. Safeshops.be will mediate between us in case your complaint is *prima facie* justified. You can contact Safeshops.be via the complaint form available at <https://www.safeshops.be/fr/consumers-complaints/>, by email at info@safeshops.be or by post at address Kapelsesteenweg 195/1, B-2180 Ekeren.

All contracts that we conclude with our customers are, regardless of their place of residence, exclusively governed by Belgian law and only the Belgian courts and tribunals having jurisdiction are competent to hear any disputes. If another law were applicable for reasons of international law, reference would above all be made, for the interpretation of these general conditions, to Belgian legislation on market practices and consumer protection.

If you have a problem with a purchase on our e-shop, you can use the site <http://ec.europa.eu/odr/> to use an alternative method of dispute resolution by filing a complaint with a view to resolving them. out-of-court settlement. You can also call on the Consumer Mediation Service (autonomous public service) via the website <https://consumerombudsman.be/en>.

If you are the victim of fraud or a scam following a purchase on our e-shop, you can report it to the Contact Center at <https://pointdecontact.belgique.be/meldpunt/en/welcome> and/or on the website <https://www.cecbelgique.be/>.

Article 15 – Modification of the terms & conditions

We reserve the right to modify or update these website terms and conditions at any time without notice. The current version of these Terms and Conditions is posted on the Website as of the date a change becomes effective. In any case, the general conditions in force at the time of your order will be applicable to your order.