

GENERAL

1.1. By an order, you acknowledge that you accept the conditions of delivery and payment of MAGIC Bodyfashion BV. As a result, the conditions of delivery and payment given below are applicable, and all other rights and/or obligations take effect. These General Terms and Conditions can be obtained on request with:

MAGIC Bodyfashion BV
Twentepoort West 51
7609 RD Almelo
NL - The Netherlands
Chamber of Commerce no. 3412.9298
VAT no. NL808931015B01

APPLICABILITY

2.1. These General Terms and Conditions apply to all offers made by and to all agreements concluded with MAGIC Bodyfashion BV. These General Terms and Conditions can be changed or amended by MAGIC Bodyfashion BV. if necessary. Additional conditions may apply to certain offers, products or services.

2.2. Appeal by the purchaser to his own General Terms and Conditions does not apply, unless MAGIC Bodyfashion BV. has expressly consented to this.

2.3. The purchaser is defined as every legal entity or natural person that enters into a direct contractual relationship of any kind with MAGIC Bodyfashion BV.

CONCLUSION OF AN AGREEMENT

3.1. Price statements and quotations should be considered as an invitation extended to the potential purchaser to place an order. MAGIC Bodyfashion BV. is in no way obliged to accept this order and the purchaser can therefore not make any claims with regard to it.

3.2. The conclusion of the agreement is only accepted if the article is in stock and/or the purchaser has indicated exactly which product he/she wants to receive and/or the purchaser has entered the information from MAGIC Bodyfashion BV. and/or the purchaser has paid for the order in the manner indicated by MAGIC Bodyfashion BV.

3.3. The purchaser and MAGIC Bodyfashion BV expressly agree that by making use of electronic forms of communication a valid agreement has been concluded as soon as the conditions in Articles 3.1 and 3.2 have been met.

3.4. Because use might be made of electronic communications, a signature will be absent. The purchaser and MAGIC Bodyfashion BV. agree that the absence of an ordinary signature does not diminish the binding effect of concluding the agreement.

3.5. All photographs, drawings and images will be shown as precisely as possible and all information, provided verbally and in writing, will be provided in good faith. But MAGIC

Bodyfashion BV. does not guarantee that all offers and products will fully correspond with the information or images provided. In principle, any deviations discovered cannot be used as grounds for any compensation and/or the dissolution of the agreement.

PRICES

4.1. All wholesale prices are stated in Euros, US dollars, GBP pounds and do not include VAT with the exception for the Dutch market where VAT is included by Dutch law.

4.2. The offers are valid for the period stated and/or as long as inventory are available.

4.3. Shipping costs are not included in the wholesale price. Part of the costs of preparing the order for shipping, checking, transporting and delivering the order are not included in the price of the order. This part of the postal costs is determined by MAGIC Bodyfashion BV. On concluding the agreement, these costs are accepted by the purchaser.

PAYMENT

5.1. There are different ways to make payment, all of which are indicated on the invoice.

5.2. If payment for the order is not made by the purchaser within the payment period that has been agreed on, MAGIC Bodyfashion BV. is authorized to consider the agreement to be concluded as non-binding and, if necessary, to declare it dissolved with immediate effect.

5.3. Goods remain the property of MAGIC Bodyfashion BV. until the corresponding invoice(s) are being paid.

DELIVERY AND DELIVERY TIME

6.1. All goods can generally be delivered from stock. In principle, MAGIC Bodyfashion BV. strives to ship the order(s) by postal service to the address given within 5-10 working days. This period is only an estimate and is not a deadline.

6.2. If a product is not in stock, an indication will be given of when the article will be available. MAGIC Bodyfashion BV. will contact the purchaser about this by e-mail, fax or telephone. The additional information concerning the time of delivery given at this time is only an estimate. No rights may be derived from this.

6.3. Delivery will be made to the delivery-address given by the purchaser.

6.4. The maximum delivery time of our products is 14 working days, unless otherwise agreed. If this delivery time cannot be met, MAGIC Bodyfashion BV will inform the customer in good time and offer the possibility of dissolving the agreement or agreeing a new delivery time. On dissolving an agreement, any payments already made will be refunded within 14 working days.

EXCHANGES

7.1. The purchaser is required to inspect the order carefully as soon as it has been received, or to have a 3rd party inspect it, in order to verify that it is the correct product, size and color.

7.2. The purchaser can exchange the article or receive a refund, as long the requirements of the returns' policy are met.

7.3. If the purchaser would like to cancel the order by requesting a refund, MAGIC Bodyfashion BV. will ensure that the purchase price is refunded within 14 working days of the return being received from the buyer, as long as the requirements of the returns' policy has been met.

7.4. The purchaser must send the return(s) to the MAGIC Bodyfashion BV. company address and it must be in the original undamaged packaging and secure that all labels are intact. MAGIC Bodyfashion BV. will only accept returns that are registered via the MAGIC Bodyfashion customer service team and where a name and order number are stated on the packaging.

THE TERMS AND CONDITION FOR RETURNING AN ORDER

8.1. Within 14 working days after receipt, the purchaser can return a product if this is approved and accepted by the MAGIC Bodyfashion BV. customer service team. Special Terms and conditions apply to this. MAGIC Bodyfashion BV. requires the purchaser to pay the postal & packaging costs for the return. The return is for full risk & responsibility of the purchaser. MAGIC Bodyfashion BV. cannot be held liable for lost articles or articles that are damaged as a result of transportation.

RETURNS' POLICY

9.1. If the purchaser is not satisfied with one of the MAGIC Bodyfashion® defected products these can be registered for return with the MAGIC Bodyfashion BV. customer service team. The purchaser may return the article to the address below within 2 working days after receipt of the shipment, The product should not been worn in any way. MAGIC Bodyfashion BV will replace the defected item/items or refund the wholesale amount entirely.

MAGIC Bodyfashion BV
F.a.o. Returns (state your order number, name and address)
Twentepoort West 51
7609 RD Almelo
The Netherlands

9.2. MAGIC Bodyfashion BV will not accept any returns that have not been registered via the MAGIC Bodyfashion BV. customer service team.

Returns' conditions for lingerie

Note: for reasons relating to hygiene, our general returns' policy for Lingerie applies. For the same reasons, we ask the purchaser to fit the MAGIC Bodyfashion products over your own underwear only. MAGIC Bodyfashion BV. retains the right to refuse returned articles if it seems that the general returns' policy has not been followed carefully. Silicone products and other articles that come into direct contact with the skin CANNOT be returned.

WARRANTY

10.1. The general Conditions of Warranty apply to all products of MAGIC Bodyfashion BV.

LIABILITY

11.1. MAGIC Bodyfashion BV. is never required to pay any kind of compensation to the purchaser or to third parties, unless it involves a case of intent or gross negligence.

11.2. If MAGIC Bodyfashion BV is obliged, for any reason, to pay compensation for loss or damage, then the compensation shall never be higher than an amount (maximum) equal to the invoice value of the product for which the loss/damage was incurred.

11.3. If applicable, the content of the e-commerce site has been carefully composed. But it is possible that some of this information is incomplete or incorrect. MAGIC Bodyfashion BV is not liable for any errors or inaccuracies found on the e-commerce site or for the consequences of using the information in question.

11.4. MAGIC Bodyfashion BV reserves the right to make changes or introduce amendments effective immediately. This can be done without any notice being required.

FORCE MAJEURE

12.1. In the case of force majeure, MAGIC Bodyfashion BV is not required to fulfil its obligations towards the purchaser.

12.2. Under the definition of force majeure fall all circumstances stipulated as such by law, such as: fire(s), strikes, the non-delivery or late delivery on the part of suppliers or third parties, malfunctions in the computer network or in the power supply, as well as all other circumstances that fall outside the direct sphere of influence and responsibility of MAGIC Bodyfashion BV.

RIGHTS

13.1. All rights to intellectual property are held by MAGIC Bodyfashion BV. and /or its suppliers. This includes Patent, Brands and Model rights and other rights such as copyrights on photographs, drawings and texts.

13.2. Without the prior written permission of Magic Bodyfashion BV, infringing upon the intellectual property rights of MAGIC Bodyfashion BV. is forbidden and may result into legal penalties.

PRIVACY

14.1. Through your order, your company data will be included in the client file kept by MAGIC Bodyfashion BV. in compliance with the legally binding rules governing privacy. MAGIC Bodyfashion BV. promises to handle the company data of the purchaser carefully in accordance with its privacy policy.

DISPUTES AND APPLICABLE LAW

15.1. All disputes pertaining to or ensuing from the agreement concluded with MAGIC Bodyfashion BV shall be brought before the competent court in The Netherlands, jurisdiction Almelo, unless expressly agreed otherwise.