



General Terms and Conditions Indica

1 Scope and Parties

(1)

These General Terms and Conditions, in the version applicable at the time an order is placed, govern the relationship between Indica (the "Seller") and the customer (the "Customer"), and apply to transactions at the Online Store Indica (<http://www.indicaamsterdam>), the "Online Store"). When placing an order the Customer can access the General Terms and Conditions via the links in the Online Store or save them on his computer and/or print them out. The General Terms and Conditions that apply to the Customer's order will, however, be sent to him separately, together with the contract confirmation when the goods are delivered on a durable storage media (e.g. as an e-mail with a pdf attachment).

(2)

The following company provides customer service for the Online Store on the Seller's behalf. The Customer may contact it with questions, requests or complaints:

INDICA, Molukkenstraat 589, 1095 BJ Amsterdam, Nederland, E-mail: service@indicaamsterdam.com.

(3)

The range of goods in the Online Store is aimed only at consumers of legal age whose habitual place .

2 The Order Process

(1)

The Online Store merely constitutes an invitation to the Customer to make an offer to enter into a purchase contract for the goods presented in the Online Store.

(2)

The Customer may select items from the Seller's range of goods and collect these in a "Shopping Bag" by clicking on the "Add to Shopping Bag" button. By clicking on the button "Place order and pay", the Customer makes an offer to purchase the goods that are in his Shopping Bag (the „Order“).

(3)

The value of an Order of any kind whatsoever (gross value of the goods, including value-added tax, but excluding any delivery or other charges; the "Order Value") may not exceed a value of £ 4,000 and may not fall below a value of £ 25.00. A maximum order quantity of 3 articles per style (same colour and size) applies to each Order of any kind whatsoever. Furthermore, goods will only be delivered in the quantities usual for private households.

(4)

Before placing an Order, the Customer can view and amend the details of his Order at any time by clicking on the "Shopping Bag & Checkout" button.

(5)

After submitting his Order, the Customer will automatically be sent an acknowledgment of receipt by e-mail with a summary of the details of his Order. This automatic acknowledgment of receipt does not constitute acceptance of the Customer's offer by the Seller; it merely documents the fact that the Seller has received the Customer's Order.

(6)

A binding contract of sale is first concluded when the Seller accepts the Customer's Order. The Seller is entitled but not obliged to accept the Customer's offer within 7 days from its receipt. The Seller declares its acceptance by sending the Customer a dispatch confirmation by e-mail.

(7)

If several items are included in an Order, a contract is only concluded in respect of the items expressly mentioned in the dispatch confirmation.

(8)

The foregoing also applies where, due to his selected method of payment, the Customer has already paid the purchase price or given payment instructions before the conclusion of the contract. If for any reason no contract is concluded, the Seller will notify the Customer of this by e-mail (if any part of the Order has been accepted, the Seller will notify the Customer of this in the dispatch confirmation), and refund the Customer the pre- payment without delay.

(9)

The Customer's statutory right of withdrawal (see § 7) remains unaffected by the preceding provision.

(10)

The contract is concluded in English. The Seller will save a copy of the contract wording (consisting of the Order, any acknowledgement of receipt, the General Terms and Conditions, the dispatch confirmation and the contract confirmation), and forward it to the Customer.

(11)

The customer agrees that he will receive an electronic invoice. Electronic invoices will be sent to the customer as pdf-file attached to an e-mail.

(12)

A registered Customer can review the status of his orders in his personal Customer area.

3 Delivery, Delivery Times, Availability of Goods

(1)

Unless agreed otherwise, the goods will be delivered to the Customer at the delivery address provided. The Seller will notify the Customer of the delivery time, where appropriate, during the order process, and in the dispatch confirmation. Unless otherwise stated, delivery time for standard deliveries will be approximately 2 to 3 business days from the dispatch confirmation and no later 30 days from the dispatch confirmation unless the Customer expressly agrees. Further information about dispatch options, the carriers used and the delivery process may be viewed on the Online Store's information pages.

(2)

After the goods have been handed over to the carrier, the Customer will receive an e-mail with a confirmation of dispatch from the Seller and a tracking link allowing him to monitor the delivery status of his Order.

(3)

If the Seller is unable for reasons beyond his control to meet a binding delivery deadline (unavailability of goods, for example, due to failure of the Seller's own supplier to deliver or force majeure), it will inform the Customer without delay and, where applicable, specify a new estimated date of delivery. If the new delivery time is unacceptable to the Customer or the goods are also not available within the new delivery time or not available at all, either party will be entitled to rescind the contract in respect of the goods concerned; in this case the Seller will give the Customer a refund for any payment already made. Any statutory rights of the parties will remain unaffected.

4 Prices and Delivery Charges

(1)

The price of the goods shall be as stated on the Online Store at the time the Customer places the Order except in the case of obvious error. The Seller tries to ensure that all prices on the Online Store are accurate but errors may occur. If the Seller discovers an error in the price of a product the Customer has ordered before the contract is concluded, it will inform the Customer as soon as possible to give the Customer the option of reconfirming his order at the correct price or

cancelling it. If the Customer cancels, no payment will be taken or the Seller will give the Customer a refund for any payment already made.

(2)

All of the prices listed on the Seller's website include the currently applicable statutory value-added tax, but do not include delivery.

(3)

The Seller will notify the Customer, where applicable, of the delivery charges as well as of any additional charges, e.g. for gift wrapping, on the order form immediately before the Order is placed. The Customer will bear the notified delivery charges and any additional charges.

5 Payment

(1)

The Seller only accepts the methods of payment shown during the order process.

(2)

To protect itself against the risk of default in payment by the Customer, the Seller reserves the right to exclude certain methods of payment in an individual case.

6 Retention of Title

The goods remain the property of the Seller until the Customer has paid the purchase price in full.

7 Right of Withdrawal and Cancellation

(1)

For goods ordered online or otherwise bought at a distance, Customers have a legal right to:

-

if the Seller has not yet accepted the Order in accordance with § 2, withdraw an offer at any time without giving any reason or incurring any liability; or

-

if the Seller has accepted the Order in accordance with § 2, cancel the order by following the instructions below:

INSTRUCTIONS ON CANCELLATION

Right of cancellation

You have the right to cancel this contract within thirty days without giving any reason but by simply informing us of your decision.

The time limit for cancellation is thirty days from the day that you acquire, or a third party named by you who is not the carrier, acquires physical possession of the goods.

You must inform us (see below for contact details) of your decision to cancel this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model cancellation form, but it is not obligatory. You can also download a cancellation form on our website electronically.

To exercise your right of cancellation within the cancellation period, it is sufficient for you to send a notice concerning your exercise of the right of cancellation before that period has expired.

Contact details for the exercise of the right of cancellation:

To exercise your right of cancellation by letter, please write to:

Customer Care

INDICA

Molukkenstraat 589

1095 BJ Amsterdam

Nederland

To exercise your right of cancellation by e-mail, please e-mail us at:
service@Indicaamsterdam.com

To exercise your right of cancellation by returning the goods, please send them to:
Indica

- Returns -

INDICA, Molukkenstraat 589, 1095 BJ Amsterdam, Nederland

Effects of cancellation

If you cancel this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the economical standard delivery offered by us), without undue delay and in any event not later than 14 days from the earlier of the day on which we receive the returned goods from you or evidence that you have sent them back. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless we have expressly agreed otherwise with you; in any event, we will not impose any fee for such reimbursement.

We may withhold reimbursement until we have received the returned goods or until you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us without delay and in any event not later than fourteen days from the day on which you communicate your cancellation of this contract to us (see above). The deadline is met if you send back the goods before the period of fourteen days has expired.

You are only liable for any diminished value of the goods if the goods were handled in a manner other than that necessary to establish the nature, characteristics and functioning of the goods. For example, if you have worn a pair of shoes other than to try them on inside and the soles are scuffed. We may reduce your refund to cover the diminished value.

Exclusion of the Right of Cancellation

No right of cancellation exists in the case of contracts for the supply of the following goods. Please note that this not an exhaustive list:

-

non-prefabricated goods made on the basis of an individual choice of or decision by the consumer or which are clearly personalised,

-

the supply of sealed goods which were unsealed after delivery and are thus not suitable for return due to health protection or hygiene reasons.

(2)

The Customer can use the model cancellation form as follows. However, it is not mandatory to use this form.

Cancellation form

(Complete and return this form only if you wish to withdraw from the contract)

-

To [INDICA , INDICA, Molukkenstraat 589, 1095 BJ Amsterdam, Nederland]

-

I hereby give notice that I withdraw from my contract of sale of the following goods:

-

Ordered on:

-

Name of consumer:

-

Address of consumer:

-

Date

(3)

As an extension of the statutory provisions:

–

The Customer can also exercise his right of cancellation by returning the relevant item to the Seller, together with the pre-printed returns label that was included with the delivery, within the time limit for cancellation; no separate declaration is then necessary.

–

If the Customer exercises his right of cancellation, the return of the goods except for items that contain hazardous materials or flammable liquids or gases, i.e. Eau de Parfum, Eau de Toilette, Eau de Cologne, After Shave, After Shave Balm, and Deo Spray will be free of charge for the Customer if he uses the pre-printed returns label included with the delivery. Otherwise the Customer will bear the direct cost of returning the goods.

8 Warranties

The Customer has certain rights under the law. These include: (i) that the Seller must have the right to supply the products to the Customer; (ii) that any products supplied by the Seller will be of satisfactory quality, fit for their intended purpose, and will conform to any description, sample or model provided on the Online Store and (iii) certain remedies if a product is defective.

Nothing in these General Terms and Conditions is intended to affect these rights. For more information about your legal rights in the UK contact your local Citizens Advice Bureau or Trading Standards Office. The Seller will only be liable for loss or damage in accordance with the provisions of § 9.

9 Liability

(1)

The Seller does not exclude liability for fraud or for death or personal injury caused by its negligence or that of its employees or agents.

(2)

The Seller is not responsible for losses and damage that the Customer might suffer which are:

- not caused by the Seller's breach of these General Terms and Conditions;

- a side effect of the main loss or damage and which are not reasonably foreseeable by you and us when the Customer begins to use the Website. Loss or damage is reasonably foreseeable where it could be contemplated by the Seller and the Customer at the time of entering this Agreement;

- a result of the Seller's failure to provide the Website (or any part of it) or withdrawal of products from the Website or a result of our refusal to accept an order for any reason;

- caused by a distributed denial-of-service attack, virus or other technologically harmful material that may affect your computer equipment, programs, data or other material due to the Customer's use of the Website (including your downloading any content from the Website or any website linked to it);

- failure by the Seller to meet any of its obligations where it is prevented from doing so by events beyond its control (including, but not limited to, fire, flood, storm, riot, civil disturbance, war, nuclear accident, terrorist activity and acts of God).

(3)

The Seller's total liability to the Customer for any loss or damage arising in connection to this Agreement will be limited to a maximum of 150% of the value of products purchased by the Customer.

(4)

The aforementioned limitations on liability are also valid for the legal representative and agents of the Seller.

(5)

The aforementioned limitations on liability do not apply where the Seller has fraudulently concealed a defect or has misdescribed goods or fails to correctly deliver goods.

10 Choice of Law and Jurisdiction

(1)

Contracts between the Seller and the Customer as well as these General Terms and Conditions are governed by the laws of the part of the United Kingdom in which you are resident.

11 Seller company details

INDICA, Molukkenstraat 589, 1095 BJ Amsterdam, Nederland