

Article 1. General

1.1. In these general terms and conditions, excepting where explicitly indicated otherwise, the following terms are used with the following meanings:

- M.J. Penders, SjoShop dba Babygoodluck.com, info@babygoodluck.com, Parnassusweg 25hs, in Amsterdam; the user of the general terms and conditions, hereinafter 'the seller'.
- Consumer: the counter-party to a contract.
- Contract: the agreement of purchase and sale concluded by the seller and the consumer on a product offered by the seller.
- Product: a good offered by the seller.
- Online shop: web store associated with the domain www.babygoodluck.com.
- In writing: by letter or e-mail.

1.2. These terms and conditions apply to all sales transactions. Any departures from these terms and conditions, as well as any terms and conditions of sale or other terms and conditions stipulated by the consumer are explicitly rejected in advance.

1.3. All offers are non-obligational.

1.4. Orders, regardless of by whom or how they are accepted, are only binding on the seller if and insofar as confirmed in writing by the seller (see article 2.4 of the general terms and conditions).

1.5. By placing an order, the consumer declares that he/she consents to the terms and conditions of delivery and payment. At all times, the seller reserves the right to change these general terms and conditions without notice. Changes will be announced via www.babygoodluck.com and go into effect 14 (fourteen) days after announcement.

Article 2. Prices, orders, offers and contracts

2.1. Price quotes are given based on the applicable prices and conditions at the moment of purchase or order. If prices increase due to factors such as increasing duties and or costs of transport, currency exchange rates, etc., the seller reserves the right to charge price differences on to the consumer. The consumer will be notified in advance, and in such cases will be entitled to cancel the purchase.

2.2. All our prices are inclusive of VAT. All prices in the online shop are given in euros (EUR) unless explicitly indicated otherwise.

2.3. Unless otherwise agreed, shipping costs will be charged on all orders.

2.4. The contract between seller and consumer is concluded at the moment that the consumer places the order in the seller's online shop by completely and correctly filling in the appropriate order form and, in response thereto, has received the subsequent order confirmation in writing.

2.5. Once the seller has received an order from the consumer, the consumer will immediately receive an order confirmation in writing (by e-mail), stating the costs of the ordered product(s), shipping costs and any costs to be paid on delivery (total costs).

2.5.1. The invoice will follow upon delivery of the ordered product(s).

2.5.2. If not all products can be delivered, the consumer will receive a price quote in writing.

2.6. The seller provides all indications of quantities, specifications and/or other references to the products to the best of its ability, but is not liable for printing and/or typesetting errors.

Article 3. Payment

3.1. Payment can be made in any of the methods indicated during the ordering procedure. Further conditions of order and/or payment may be stipulated.

Article 4. Shipping and deliveries

4.1. Deliveries will be made as long as supplies last.

4.2. The seller will determine the method of shipment unless agreed otherwise in writing.

4.3. The consumer is obliged to accept the products purchased at the moment they are made available to the consumer or are delivered to the consumer's possession. An exception to this rule is cancellation in accordance with article 2.1 of these general terms and conditions.

4.4. If the seller also requires information from the consumer for the purposes of performance of the contract, the delivery period begins after the consumer has made this information available to the seller.

4.5. Shipping will be via PostNL (Priority Mail). The seller is not responsible for delays on the part of this courier.

4.6. The seller is at all times authorised to make partial deliveries. If agreed, the seller may suspend performance until the consumer has approved the results of the preceding partial delivery in writing.

4.7. Any indication of delivery date/time given by the seller is indicative. The final moment of delivery will not, however, exceed the stated delivery period by more than 14 days excepting where indicated as such on the invoice or in situations of force majeure. If this period is exceeded, the consumer must notify the seller of default in writing. The consumer is entitled to cancel the purchase.

4.8. Exceeding of the delivery period does not under any circumstances justify refusal of receipt or payment for the products.

4.9. Back orders will be delivered within the agreed period. If it becomes apparent that the seller cannot deliver the product, the agreed product price will be credited to the customer.

4.10. Wherever the consumer is in default of payment of the debt to the seller, of any nature whatsoever, the seller is entitled to suspend the performance of that or any new order until payment has been made, as well as to refuse to make any further deliveries and or to change the terms and conditions.

4.11. The seller is deemed to have met its delivery obligation by sending the goods to the delivery destination specified by the consumer. The consumer is assumed to have given the correct address information. If this information proves to be incorrect, this is within the consumer's realm of risk.

Article 5. Transfer of ownership and risk

5.1. The seller remains owner of the ordered product(s) until the moment that the agreed price is paid in full.

5.2. For the purposes of our retention of title, all our deliveries falling under one order are considered a single order. As such the ownership of all products remains with us up until the moment at which the consumer pays in full for all delivered products.

Article 6. Reconsideration period/Right of withdrawal

6.1. The consumer is entitled to return the ordered product(s) for any reason and dissolve the underlying contract with the seller within 7 (seven) days of receipt of the ordered product(s).

6.2. If the consumer wishes to dissolve the contract in accordance with article 6.1 of these terms and conditions, the consumer must notify the seller thereof in writing. In consultation with the seller, the consumer must send the product to the return address in its original, undamaged packaging. Returns of opened packaging will not be accepted; opening the packaging will signify that the consumer wishes to retain the ordered product(s). The consumer bears the cost and risks of the return shipping.

6.3. If the consumer has already made any payment at the moment that the consumer has withdrawn from the contract with the seller pursuant to articles 6.1 and 6.2 of these general terms and conditions, the seller will refund these payments to the consumer within 14 (fourteen) business days after the seller has received the returned product(s). The shipping costs that the seller has incurred to ship the article

to the consumer will be deducted from the refund. This means that the consumer receives a refund of the payment made minus the shipping costs. The seller reserves the right to refuse the returned products or to only credit a portion of the amount already paid in the event of the suspicion that the product has already been opened, used or damaged due to the fault of the consumer (not being that of the seller or the vendor of the product).

6.4. If a product returned has, in the opinion of the seller, been damaged due to an action or omission of the consumer, or an action or omission otherwise within the consumer's realm of risk, the seller will notify the consumer thereof in writing (by letter or e-mail). The seller is entitled to withhold the value reduction of the product resulting from this damage from the refund to the consumer.

Article 7. Privacy

7.1. The seller will process the consumer's personal data and enter that data into one or more data files. These data files will only be available for the use of the seller. The object of the processing of the consumer's personal data is to enable the seller to perform the contract entered into with the consumer, as well as to send the consumer personally targeted offers and news. The seller will adhere to applicable privacy laws and will not provide the consumer's information to third parties.

7.2. The personal data processed by the seller will be all data the consumer enters on the order form in the seller's online shop.

7.3. If the consumer does not wish to receive personally targeted offers or news from the seller, the consumer may inform the seller of this preference in writing, in which case the consumer will not receive any mailings or other forms of news and advertising.

Article 8. Warranties

8.1. The seller warrants that the articles delivered answer to the contract and are in compliance with the specifications stated in the offer, and thereby also warrant the manufacture guarantee of the article delivered to the consumer.

8.2. The seller's warranty period is concurrent with the manufacturer warranty period. This warranty does not apply in cases in which the defect is attributable to (1) neglect in care, (2) intentional damage or (3) inattentiveness.

8.3. Warranty claims expire if any service/repair services other than those designated by the manufacturer have performed any repair or other work on the article.

Article 9. Images and specifications

9.1. All images, photographs, drawings, etc. and all technical and other specifications, including data on weights, dimensions, colours, etc., given on the seller's website are only approximations, are indicative, and cannot constitute grounds for compensation or dissolution of the contract.

Article 10. Force majeure

10.1. In the event of force majeure, for the duration of the situation of force majeure the seller is authorised to either extend the delivery period or cancel the contract, insofar as not yet performed, without requiring judicial intervention and without obliging the seller to pay costs and/or damages.

10.2. If the situation of force majeure lasts longer than 1 (one) month, the consumer is entitled to dissolve the contract in whole or in part insofar as doing so is justified by the situation of force majeure.

10.3. Wherever possible, the seller will inform the consumer in writing of a situation of force majeure or impending situation of force majeure as quickly as possible.

10.4. Force majeure includes, but is not limited to, war, unrest, mobilisation, civil disturbance, epidemics, flood, fire, labour strikes, disruptions at the seller or vendors, production cuts, lack of inventories and/or labour, impediments to import/export, governmental measures, substantial changes in exchange rates and unforeseen circumstances in the broadest sense of the word.

Article 11. Complaints

11.1. The consumer is obliged to inspect the delivered goods at the moment of delivery, and in any event within 7 (seven) days, to ascertain the quality and quantity of the delivered product.

11.2. Any visible shortcomings must be notified to the seller in writing as quickly as possible, and no later than within 7 (seven) days after delivery. Registered return shipments must be sent to the seller within this period of seven days after being received by the consumer. Return shipments of goods will not be accepted by the seller after this term.

11.3. The seller warrants that the products to be delivered meet the normal requirements and standards set on these products. The seller is not responsible for damage/destruction during shipment.

11.4. Acknowledged complaints will only be accepted by the seller under the reservation that any resulting return shipment is sent back, with a statement of the defect, in the original packaging and with the original invoice, with the costs of the return shipment paid by the consumer.

11.5. Defects of a part of the delivery do not entitle the consumer to reject, refuse or dissolve the entire order or to any type of compensation whatsoever.

11.6. Return shipments or exchanges will not be accepted unless first approved by the seller in writing. If such shipments are made without the permission of the seller, all associated costs will be borne by the consumer. At a minimum, the seller is authorised to store the goods at the consumer's expense. Return shipments not accepted by the seller do not, under any circumstances, exempt the consumer from its payment obligations.

11.7. Return shipments accepted by the seller will be replaced or credited as quickly as possible after receipt.

Article 12. Liability

12.1. The seller is in no way liable for misunderstandings, damage, delays or unclear transmission of orders and notifications resulting from the use of the internet or any other means of communication in the dealings between the consumer and the seller, or between the seller and third parties insofar as relating to the relationship between the consumer and the seller.

12.2. The seller's liability for damages is in all cases limited to an amount equal to the net invoice value of the products in question or the amount for which the seller is insured, whichever is higher. The seller is under no circumstances liable for indirect damages of the consumer.

Article 13. Complaints

13.1. All complaints relating to the delivery, quality or capacity of the article, or any other complaint, will be treated seriously by the seller.

13.2. The consumer must notify the seller of the complaint in writing (by letter or e-mail (info@babygoodluck.com)).

13.3. The seller will attempt to resolve the complaint within 10 (ten) business days. The seller will notify the consumer in writing (by letter or e-mail).

Article 14. Intellectual property rights

14.1. The consumer must respect all intellectual and industrial property rights vested on the goods delivered by the seller entirely and unconditionally.

14.2. The seller does not warrant that the goods delivered to the consumer do not infringe on any intellectual and/or industrial property rights of third parties, and

accepts no liability whatsoever in the event of any third-party claim based on the assertion that any third-party right is infringed by the use of any goods delivered by the seller.

Article 15. Miscellaneous

15.1. If the consumer notifies the seller in writing of an address, the seller is authorised to send all orders to that address until the consumer has notified the seller of a new address.

15.2. In the performance of the order(s) of the consumer the seller is authorised to make use of third parties.

Article 16. Applicable law and dispute resolution system

16.1. All offers, orders and contracts of the seller are subject exclusively to the law of the Netherlands.

16.2. Any disputes resulting from the contract between the seller and the consumer that cannot be resolved amicably will be submitted to the court of first instance in the place of establishment of the seller.