

Terms and Conditions

PLEASE READ OUR TERMS & CONDITIONS BEFORE PLACING AN ORDER

1. DEFINITIONS AND INTERPRETATIONS

1.1 In these terms and conditions:

- Reference to “we” and “us” is a reference to www.mellola.com.
- Reference to “user”, “you” and “your” is a reference to the purchaser of the Jewelry from us.
- “Contract” means the contract between us for the sale and purchase of the Jewelry which incorporates these Terms & Conditions.
- “Order” means the Jewelry items purchased by you from us.
- “Terms” means these terms and conditions.

By visiting the MELLOLA website and webshop (“Site”), www.mellola.com you are accepting and consenting to be bound by the Terms of Use provided herein, as well as the Privacy Policy.

2. THE USE OF THE WEBSHOP

The User must be eighteen (18) or older to order products from the webshop.

3. PLACING AN ORDER ONLINE

Once we have received your order, you will receive an email acknowledging the details of your order. This email is not an order confirmation, but rather a recognition that we have received your requested order.

Please note that this does not guarantee the availability of the merchandise and that **ALL ORDERS ARE SUBJECT TO AVAILABILITY**.

Although we make every effort to feature in stock pieces on our website, occasionally we may sell out of featured items. If we are unable to complete your order, you will be notified via email within 5 business days and will not be charged for orders that cannot be fulfilled.

ONCE AN ORDER HAS BEEN PLACED, WE ARE NOT ABLE TO MODIFY OR CANCEL YOUR ORDER.

3.1

We reserve the right to decline your order in the event that we are unable to obtain authorization for payment, there are shipping restrictions for a particular item, or we do not have the item in stock.

Items in your shopping bag are not reserved and may be purchased by other clients if you don't finalize the transaction. In case one item is not available, you may choose to register your email address to the waiting list for notification of arrival of a selected piece.

3.2

When an order is made online, an order confirmation will be issued by us. We reserve the right to check any discrepancies and an order will only be confirmed when it is verified by us.

Any error in any ordering process due to technical or other reasons beyond our control entitles us not to treat the order as being binding on us.

4. PRODUCT PRICES

The product price is the price displayed for the product on the webshop exclusive TAX/VAT.

All the product prices and delivery charges are displayed in euros (€) on the webshop.

5. PRIVACY POLICY

If you place an order, you will have to provide us with some personal information. We will not disclose that information to any third party without your consent, except for the purpose of processing the order and arranging delivery. We DO NOT store your financial details.

5.1

MELLOLA respects your privacy. The personal data and other information received from you via the webshop is used only by MELLOLA, except in cases where MELLOLA uses third parties to perform certain functions, such as credit card processing, delivering products and fulfilling orders. In such cases, MELLOLA provides only such information necessary for the third party to perform its specific functions.

5.2

MELLOLA does not transfer any personal data or other information received from you to a third party for any other purpose than processing the purchase order. MELLOLA does not sell, share, lease or rent such information to any third party for any reason.

MELLOLA reserves the right to transfer personal data and other information received from you to the authorities in the case of infringement of applicable laws and regulations.

You have the right to examine, change and delete its personal data stored in the customer register.

6. PAYMENT

By filling out the payment requirements, you confirm that you are an authorized user of the credit/debit card. All credit/debit cardholders are subject to validation checks and authorization by the card issuer.

If the issuer of the credit/debit card rejects authorization of payment to MELLOLA, we will not be held liable for any delay or non-delivery.

6.1

All payment for the Jewelry and for the cost of packaging and delivery must be made before the products are delivered.

6.2 Payment online will be made by MasterCard, PayPal or Ideal.

7. SHIPPING

Each piece is HANDMADE, so please allow 7 to 14 business days for receiving the purchased items. This timeline includes shipping. We ship internationally, however, there are absolutely NO returns or exchanges on international shipments.

7.1

You must notify us promptly and within 48 hours of receipt of any products if they appear to be damaged in transit. In those circumstances, you must also keep all packaging as this may be required when making a claim.

7.2 The shipping fees and method are as follows:

- Delivery inside The Netherlands is **free** above €100,00 with a track-and-trace. Delivery takes 7 business days.
- Delivery inside The Netherlands under €100,00 is €4,95 with a track-and-trace. Delivery takes 7 business days.

- EU deliveries (outside The Netherlands) is €13,95 with a track-and-trace
Delivery takes 7 to 14 business days.
- Other international deliveries (outside the EU) €19,95 with a track-and-trace.
Delivery takes 7 to 14 business days.

7.3

MELLOLA reserves the right to change the shipping costs, but never with a running order. All the Jewelry prices and delivery charges are displayed in euros (€) on the webshop.

7.4

If the products are delivered to a destination outside the EU, the User is responsible for any customs fees, import duties or other comparable costs. The User acknowledges that the customs policies vary widely from country to country. The User should contact the local customs office for further information. When customs clearance procedures are required, the User is responsible for charges related thereto and the User acknowledges and agrees that it can cause delays beyond MELLOLA original delivery estimates.

8. RETURN AND EXCHANGE POLICY

Items must be returned with their original packaging and in perfect, unworn condition. To return or exchange an item, please email us at info@mellola.com to notify us of the return within 7 days of receiving the goods. We cannot accept returns on items purchased during sales or special promotions or international orders.

8.1

For your protection, please insure the package for the full purchase amount. MELLOLA is not responsible for items lost or damaged during transit.

Store credit is issued upon receipt of the item. Refunded credits do not include shipping costs. You should make it clear if you require an exchange, credit note or refund for the item. Any items returned without prior notice in writing will not be accepted.

8.2

In case of a return, you must take reasonable care of all products in your possession and return them to us appropriately packaged to avoid damage, within 7 days from the cancellation date. You are responsible for shipping charges.

8.3

We will refund the purchase price to you within 30 days of the cancellation notice, however, we reserve the right to charge a restocking fee and any other costs we incur in connection with the return of the products. Items should be returned new, unused, and with all the tags still attached. Returns that are damaged or soiled will not be accepted and may be sent back to the customer.

Return Options:

- For the same product in the same colour and style
- Purchase value return.

8.4

Jewellery returned outside of the above timeframes will **not be accepted** and will be returned to the customer.

8.5

If you would like to exchange a faulty item, please be aware that we can only replace it for the same product in the same colour and style, subject to availability. Where possible, we will repair your faulty items.

9. CANCELLATION AND CHANGES BY CUSTOMERS

If you wish to cancel or modify your order, please send an email to info@mellola.com. We will make every effort to accommodate your request. However, once an order has been submitted we cannot guarantee the purchase can be cancelled or modified. Once you have received your order, if the product is incorrect or found to be damaged, please contact us within 3 days of reception and you will receive a new one.

9.1. CUSTOMER DEFAULT

If you:

- give us any incorrect personal information, or
- fail to make the payment when it is due, or
- cancel any payment, or
- become insolvent, or
- commit any breach of these Terms
- then, in any of those events, we have the right to cancel the Contract and recover possession of any products which have been supplied and the payment has not been received in full.

10. REPAIR POLICY

We offer repairs due to user wear and production fault. We stand behind the quality of our merchandise and are happy to provide repairs due to breakage or damage free of charge, **for a period of 6 months** from the date of purchase on our online store. After **6 months**, any repair will require a charge. The shipping charge will be supported by the client.

11. WARRANTIES AND LIABILITY

We warrant to you that the Jewelry ordered by you will meet the description as shown on our website (or any other description given to you in writing).

11.1

We will not have any responsibility for any damage which occurs to the Jewelry after delivery. Liability for loss or damage after the delivery is for the user.

11.2

Liability for loss or damage under no circumstances must exceed the total amount you have paid us for those Goods. (However, we acknowledge that we cannot exclude legal liability for death or personal injury which is proved to be due to your negligence).

If a defect shows within one month after the item of purchase has been transferred, the buyer must provide proof that the defect already existed at the time of transfer in the item of purchase.

The User is responsible for all activities that occurred under its account or password. The User is responsible for maintaining the security of its password. The User warrants that the information provided during the ordering process is true and correct.

11.3

Changes to the webshop and the Agreement

MELLOLA reserves the right to make changes to the Webshop, its policies and the Agreement at any time. The modified Agreement will apply to all orders made after the notice is posted to the front page of the Webshop.

11.4

Force Majeure

MELLOLA shall not be liable for any breach of its obligations under this Agreement or delays in performing or failure to perform in accordance with this Agreement, which is attributable to causes beyond MELLOLA reasonable control, including without limitation fires, strikes, labour disputes, wars, natural catastrophe, acts or interventions by any governmental authority, failure of a common carrier, supplier, hardware, software, browser, network failure or malfunction.

11.5

You agree not to use the webshop to provide information that is incomplete, false, inaccurate and not of your own; engage in criminal activity or otherwise, give rise to conduct that may violate the law or fail to comply with accepted Internet protocol; attempt to interfere in any way with the webshop or the webshop security or to sue the webshop service to gain unauthorized access to any other computer system.

12. APPLICABLE LAW, DISCLAIMER AND DISCLAIMER

All agreements with MELLOLA are governed by Dutch law.

12.1

If a dispute arises between the customer and MELLOLA in response to an agreement between the customer and MELLOLA, the customer may request the Consumer Association to mediate herein unless the nature of this dispute does not justify such mediation.

12.2 If a dispute can not be settled on the basis of the article or otherwise in remembrance, the court in Amsterdam is entitled to take note of this dispute unless the customer has written (within 4 weeks after the dispute arises) By letter or e-mail) to MELLOLA to object to this. In that case, the rules of the Code of Civil Procedure apply.

12.3

We reserve the right to update or modify the Terms of Use at any time, by posting the new terms on the site. The changes shall be effective immediately upon posting with the date of the most recent revisions appearing at the bottom of this page, so check again before a new purchase. We encourage you to review these Terms of Use whenever you use the Site. Your continued use of the Site and/or Services will constitute your binding acceptance of this Agreement, as amended from time to time.

Applicable law:

The agreement and these terms and conditions are exclusively Dutch

Law applicable. **Kvk: 63436094**

Updated: 15th of October 2021