

**SAVOIR LUXURY BV GENERAL DELIVERY CONDITIONS  
FOR ONLINE DELIVERIES TO CONSUMERS**

Established at de Courtine 11 in (3221 LL) Hellevoetsluis  
Registered with the Chamber of Commerce in Rotterdam under number 61539074

Article 1. Definitions

In these general terms and conditions the following terms are used in the following meaning, unless expressly indicated otherwise:

1. **Savoir Luxury:** the private company with limited liability Savoir Luxury B.V., located at de Courtine 11 in (3221 LL) Hellevoetsluis, registered at the Chamber of Commerce in Rotterdam under number 61539074 and user of the general terms and conditions within the meaning of article 6:231 sub b of the Dutch Civil Code.
2. **Consumer:** the natural person who purchases the goods and services of Savoir Luxury and thereby does not act in the exercising of a profession or operating of a company and other party to the agreement in the meaning of Article 6:231 sub c of the Dutch Civil Code.

Article 2. Applicability

1. The present general terms and conditions are applicable to any and all proposals, agreements and deliveries of Savoir Luxury, of whatever nature, unless this applicability is fully or partly expressly excluded in writing and/or unless expressly stipulated otherwise.
2. Should Savoir Luxury have permitted deviations from the present general terms and conditions for a short or a longer period of time, whether or not implicitly, then this shall not affect its right to demand direct and strict compliance with these terms and conditions in future. The consumer cannot derive any rights from the manner in which Savoir Luxury applies the present terms and conditions.
3. The present terms and conditions are equally applicable to all agreements concluded with Savoir Luxury for the implementation of which third parties must be relied on. All rights and claims, such as are stipulated in these conditions and in any possible further agreements for the benefit of Savoir Luxury, are also stipulated for the benefit of the intermediaries employed by Savoir Luxury and other third parties.
4. Should one or more provisions of the present terms and conditions or of any other agreement concluded with Savoir Luxury be in breach of a mandatory statutory provision or any applicable legal provision then the relevant provision shall expire and shall be replaced by a new, legally permissible and comparable provision to be established by Savoir Luxury.

Article 3. Offers

1. Any and all proposals and offers of Savoir Luxury are revocable and are made subject to contract, unless indicated otherwise in writing.
2. Obvious errors or typing errors in the Savoir Luxury offer shall not be binding for Savoir Luxury.
3. The prices in the proposals and offers of Savoir Luxury include VAT and other official duties, as well as any possible packaging costs, yet exclude any costs that may be incurred within the context of the delivery, including shipping costs and customs duties, unless indicated otherwise.
4. Proposals and offers shall not automatically be applicable to repeat orders.

Article 4. Agreement

An agreement shall only come about upon written confirmation of an order by Savoir Luxury. Savoir Luxury is authorised to refuse any orders and to attach certain conditions to the delivery, unless expressly specified otherwise. If an order is not accepted, Savoir Luxury shall communicate the fact within ten (10) working days following receipt of the order.

Article 5. Payments

Orders must be prepaid by the consumer via credit card payment, PayPal payment or any other payment method proposed by Savoir Luxury. After payment has been received, Savoir Luxury will proceed with the production and shipping of the order.



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Article 6. Delivery

1. Items that are made to order by Savoir Luxury on commission from the consumer shall be delivered within forty-two (42) days following receipt of the payment.
2. Lead times provided by Savoir Luxury are purely for information purposes. Any exceeding of the designated lead time shall not give the consumer any entitlement to compensation or termination.
3. In the event that the delivery has not taken place within one hundred and twenty (120) days after payment has occurred, the consumer is authorised to cancel the payment or to terminate the agreement provided this is necessary. Amounts already paid shall in such cases be refunded by Savoir Luxury within thirty (30) days at the latest following cancellation or termination.
4. Savoir Luxury is authorised to employ third parties for the implementation of the agreement.

Article 7. Quality, compliance and warranty

1. Savoir Luxury shall ensure that all items to be delivered by it are of the usual quality for this purpose, are fit for purpose and meet the requirements that can reasonably be made with regard to the requirements explicitly agreed between the parties.
2. Drawings, technical descriptions, specimens, samples, images, colours, sizes and indications of materials used shall be stated by Savoir Luxury in good faith and as precise as possible. However, these informative data shall not be binding. Deviations in respect of goods delivered occurring within the margins that are customary in the industry must be accepted and shall not give the consumer a right to complain, replacement, compensation of damage or any other right, unless the agreement expressly provides for a smaller margin in respect of deviations.
3. Savoir Luxury shall provide a warranty for all items to be delivered by it for a period of 12 months following purchase. The warranty shall cover any possible production errors whereby the product is not sound, but not normal wear and tear and wearing damage such as scratches, knocking, crushing or a worn out top layer (e.g. as a result of contact with moisture/sweat or skin cleansing products), water damage, damage owing to the use of (aggressive) cleaning agents or exposure of the item to (excessively) high temperatures. Any entitlement to warranty shall expire at the time the consumer adapts, repairs or arranges the adaptation or repair of the item without the written consent of Savoir Luxury.
4. The warranty is established in accordance with applicable law, whereby Savoir Luxury exchanges or repairs the items in the event of defects. If an item cannot be repaired - or if the exchanged item also presents defects - the consumer shall be authorised to return the items under the refund of the full purchase sum. In mutual consultation, it is also possible that the consumer may keep the items and Savoir Luxury may refund a part of the purchase sum.

Article 8. Trial period and right of withdrawal

1. If the delivered items do not comply with the agreement, the consumer must report to Savoir Luxury the possible defects or incorrectly delivered goods within a reasonable time after this was discovered. The consumer shall be obliged to inspect the delivered goods immediately after receipt and to report any defects that thereby become apparent immediately and in writing.
2. If a remote sale is made, the offer shall also include a trial period of at least fourteen (14) days, beginning on the date of receipt by or on behalf of the consumer, unless agreed otherwise. In such cases, the purchase shall only become final once fourteen (14) days have passed following receipt of the item.
3. During the trial period, the consumer shall have a right of withdrawal, whereby he shall have the option of returning the received items without any obligation on his part, other than that of paying the direct costs of return. In cases where services are (also) offered, by right of withdrawal shall be understood a reflection period, to which the provisions in these conditions regarding the trial period shall apply in full.
4. The consumer may only invoke his right of withdrawal by notifying Savoir Luxury of his intentions in writing or by email within a period of fourteen (14) days following receipt by or on behalf of the consumer. The written statement shall be sent by email to [contact@savoirluxury.com](mailto:contact@savoirluxury.com).
5. If the consumer invokes the right of withdrawal, Savoir Luxury will refund to the consumer the amount possibly already paid within thirty (30) days at the latest.



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6. The consumer may only actually use his right of withdrawal if the items concerned are returned complete, undamaged, unused and in the original packaging. After invoking his right of withdrawal, the consumer must return the delivered item to Savoir Luxury within fourteen (14) days. The costs relating to this shall be borne by the consumer.
7. Products and/or services made to order shall be excluded from the trial period and the right of withdrawal. This shall be clearly indicated by Savoir Luxury in the offer.

**Article 9. Liability**

1. If Savoir Luxury is liable for damage, said liability will be limited to compensation of direct damage and at most to two times the invoice amount of the agreement, or that part of the agreement to which the liability relates. Direct damage is exclusively understood as:
  - a. the reasonable costs for the establishment of the cause and the scope of the damage, to the extent that the establishment is related to damage within the meaning of these general terms and conditions;
  - b. The possible reasonable costs incurred in order to have the defective performance of Savoir Luxury comply with the agreement, unless they cannot be attributed to Savoir Luxury;
  - c. reasonable costs incurred in order to prevent or limit damage, to the extent that the consumer demonstrates that these costs resulted in limitation of the direct damage within the meaning of these general terms and conditions.
2. Savoir Luxury may never be held liable for any indirect damage, including personal injury, consequential damage, lost profit, lost savings and damage due to business interruption.
3. Savoir Luxury shall not be liable for damage, of any nature or any form whatsoever, in the event that it arisen from incorrect and/or incomplete data supplied by the consumer. Any possible costs arising from this for Savoir Luxury shall be borne by the consumer.
4. Savoir Luxury shall not be bound to provide compensation for damage suffered by the consumer as a result of force majeure, such as among others damage or loss as a result of a robbery, burglary, shop theft or fire.
5. Moreover, Savoir Luxury shall not be bound to pay compensation for damages suffered by the consumer if the contents insurance or valuables insurance policy of the consumer covers said damages. Any possible further damage insurance payment to Savoir Luxury concerning damage to an item of the consumer shall be paid out to the consumer by Savoir Luxury.
6. The limitations of liability for direct damage included in these general terms and conditions shall not be applicable if the damage can be blamed on intent or gross negligence on the part of Savoir Luxury.

**Article 10. Repairs**

1. As a departure from Article 9, Savoir Luxury's liability for damage to or loss of items that Savoir Luxury is repairing or for which it is investigating a complaint shall be limited to the original sale price of the item concerned or as much more as covered by a liability or damage insurance policy concluded by Savoir Luxury, except in cases in which there are allegations of intent or gross negligence on the part of Savoir Luxury.
2. Savoir Luxury wishes to point out to the consumer its limited liability in the event of repair and the possibility to conclude an additional insurance policy, unless it is clear that the value of the item is not higher than the maximum amount for liability. The consumer must provide Savoir Luxury with information that is as complete as possible regarding the specifications of the item that is offered up to Savoir Luxury for repair.

**Article 11. Force majeure**

1. Irrespective of the other rights to which it is entitled, in case of force majeure Savoir Luxury has the right - as it chooses - either to suspend the implementation of an order or to terminate the agreement without any judicial intervention being required, by notifying the consumer of this in writing and this without Savoir Luxury being bound to pay any compensation, unless in the given circumstances based on standards of reasonableness and fairness this would be unacceptable.
2. By force majeure should be understood any shortcoming that cannot be attributed to Savoir Luxury, since it is not imputed to its fault and must also not be at its expense by law, a legal act or generally accepted practice.



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Article 12. Intellectual property

The works produced or provided by Savoir Luxury - including designs, drawings, calculations, descriptions, samples, models and other delivered and thereby considered items and services - shall remain the intellectual property of Savoir Luxury or its licensors, irrespective of whether the costs for the production thereof are charged to the consumer. Any reproduction or publication of the aforementioned works shall not be authorised without the prior consent of Savoir Luxury.

Article 13. Applicable law, complaints and settlement of disputes

1. All agreements concluded and to be concluded by Savoir Luxury shall be governed by Dutch law.
2. Any complaints regarding a good or service delivered by Savoir Luxury must be communicated to Savoir Luxury by the consumer via email as quickly as possible: [contact@savoirluxury.com](mailto:contact@savoirluxury.com). Savoir Luxury makes every reasonable effort to respond to complaints within thirty (30) days at the latest.
3. If in the opinion of the customer the consumer's complaint is not handled to his satisfaction by Savoir Luxury, then the consumer must bring his complaint before the Arbitration Committee Thuiswinkel, Post box 90600, 2509 LP Den Haag. For further information on this Arbitration Committee, see: [www.sgc.nl](http://www.sgc.nl). This independent committee issues a ruling on the dispute. The committee's ruling is binding. If the ruling is (partly) in favour of the consumer, then the complaint fee is (partly) refunded to the consumer.
4. Disputes between the consumer and Savoir Luxury regarding the creation or implementation of agreements regarding the goods and services to be supplied by Savoir Luxury may - with consideration for what is specified below - be brought before the Thuiswinkel Arbitration Committee both by the consumer and by the company.
5. A dispute shall only be processed by the Arbitration Committee if the consumer submits its complaint to Savoir Luxury within a reasonable time.
6. Within three (3) months at the latest following the complaint to Savoir Luxury, the dispute shall be submitted to the Arbitration Committee in writing.
7. If the consumer wishes to submit a dispute to the Arbitration Committee, Savoir Luxury is bound by this choice. If Savoir Luxury wishes to do this, the consumer will have to announce in writing whether he also wishes to do so within five (5) weeks following a request made to this effect by Savoir Luxury, or whether he wants the dispute to be handled by the competent judge. If Savoir Luxury does not learn of the consumer's choice within the period of five (5) weeks, Savoir Luxury shall be authorised to bring the dispute before the competent judge.
8. The Arbitration Committee shall issue a ruling under the conditions as they are set down in the Arbitration Committee regulations. The decisions of the Arbitration Committee shall take the form of a binding opinion.
9. The above is without prejudice to the right to bring a dispute before the competent judge.



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