

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

## **PRICES**

4.1.Â 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.Â

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

4.3.Â Shipping costs are not included in the wholesale price.Â 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.Â This part of the postal costs is determined by MAGIC Bodyfashion BV.Â On concluding the agreement, these costs are accepted by the purchaser.Â

## **PAYMENT**

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

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

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

## **DELIVERY AND DELIVERY TIME**

6.1. All goods can generally be delivered from stock. In principle, your order will be shipped within 2 business days after your purchase, and expect to receive it within 2-10 days (depending on location), however, it can take up to 14 working days during busy peak times. If you have not received your order within 14 working days, please contact our Customer Service (Tel: +31 (0) 546 727305) and quote your customer and order number.

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

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

6.4.Â The maximum delivery time of our products is 14 working days, unless otherwise agreed.Â 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.Â On dissolving an agreement, any payments already made will be refunded within 14 working days.Â

## **EXCHANGES**

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

7.3. If the buyer would like to cancel the purchase 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 buyer 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 is stated on the packaging.

## THE TERMS AND CONDITION FOR RETURNING AN ORDER

8.1. After receiving your return, it will be checked. If everything complies with the return conditions, we will make the reimbursement using the same means of payment as you used for the initial transaction within 14 working days, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement. In the case of returns, it is the customers responsibility to ensure the shipment of the product to MAGIC Bodyfashion. For further assistance regarding returns, we kindly ask you to register any returns via our [returns page](#).

## RETURNS 'POLICY

9.1. If the purchaser is not satisfied with one of the MAGIC Bodyfashion® defected products these can be registered for return via the [returns page](#). The purchaser may return the article to the address below within 14 (fourteen) days of the purchase, as long as the article has not been used, is in the original packaging and all the labels are intact. The product should not been worn in any way. We will replace the defected item / items or refund the amount entirely.

MAGIC Bodyfashion BV

F.a.o. Returns (state your order number, name and address)

Twentepoort West 51

7609 RD Almelo

The Netherlands

Please note that these conditions are not an essential requirement to effectively exercise the right to cancel. For information on the right to cancel, please refer to page "[Return policy](#)"

## 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 fulfill 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.

## **PRIVACY**

14.1. Through your order, your company and / or personal 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 personal 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.

15.2 The European Commission provides a platform for online dispute resolutions (ODR) which can be accessed at <http://ec.europa.eu/consumers/odr/>. We are ready to participate in extra-judicial dispute settlement proceedings before a consumer dispute resolution body. The competent body in this matter is: Allgemeine Verbraucherschlichtungsstelle des Zentrums für Schlichtung eV, Straßburgerstraße 8, 77694 Kehl am Rhein, Germany, <http://www.verbraucher-schlichter.de>.