



1. Definitions

1.1. In these general Terms and Conditions of sale and delivery the following terms are defined as:

- a. Customer : the natural person who acts as buyer of goods or services, but is not acting in the course of a profession or a business;
- b. Distant communication technology : a means to reach agreements at a distance without simultaneous personal presence of the parties;
- c. Service(s) : all work that JB provides for or for the benefit of the Customer, whether in conjunction with delivery of Products or not;
- d. Direct Sale : sale of Products and/or Services in a store;
- e. Defect(s) : every deviation of a Product of Service from the Specification and each incorrect functioning of a Product of incorrectly executed Service;
- f. Delivery time : the time frame determined in the Agreement within which the Product must be delivered or the Service must be executed;
- g. Order : each order of Products and/or Services by a Customer, via any form of communication, as well as each purchase of Products and/or Services via Direct Sale, is considered to be an Order subject to the applicability of the Terms and Conditions;
- h. Agreement : each agreement that is reached between JB and Customer, each amendment or attachment to the agreement, and all (legal) actions required for the preparation and/or execution of the agreement;
- i. Product(s) : item(s) which the Customer undertakes to purchase from JB;
- j. Specification : the description(s) drawn up and/or expressly approved by JB of the Products and Services supplied by JB and listed in the Order or Agreement. In default of such a Specification, the description of what has been expressly agreed upon by the parties or the situation that is most common in the industry as a whole;
- k. Distant Sale : a system organised by JB for sales or service provision at a distance, including telephone and Internet, in which up to and including the conclusion of an Agreement one or more technique for distant communication has been utilised;
- l. JB : the private limited liability company Just Be located at Carrer de Madrid 14, 03720 Benissa, Alicante, España, registered in the Chamber of Commerce under number B42699488, phone [+34 674 677 073](tel:+34674677073), VAT ESB 42699488, as well as all legal successors under general or special title;
- m. Terms and Conditions : the latest version of these general Terms and Conditions of sale and delivery for customers. These Terms and Conditions shall be sent to the Customer at no charge upon first request;
- n. Reconsideration period : The legal term within which the Customer may exercise his/her right of withdrawal.

2. Applicability and voidability

2.1. These Terms and Conditions are applicable on each estimate, offer, agreement and/or sale of Products that JB has declared these Conditions to be applicable to, regardless of the

communication means utilised, insofar that these Terms and Conditions have not been expressly contradicted by both parties and in writing.

2.2. The Terms and Conditions in question are also applicable to all agreements with the Customer for which the execution is dependent upon third parties.

2.3. The “JB General Terms and Conditions of Sale and Delivery for Businesses” are applicable to all (legal) actions between JB and parties acting in the course of a profession or a business.

2.4. If any term of these Terms and Conditions at any time becomes void or cancelled, in full or in part, then the remaining terms of these Terms and Conditions remain wholly applicable. JB and the Customer will then discuss new terms to replace those voided or cancelled, taking into consideration the purpose and intent of the void and/or cancelled terms.

2.5. If these Terms and Conditions are at any time translated into another language, the English-language text will be considered leading in the event of a discrepancy.

3. Offer and acceptance

3.1. An Agreement can be made via Distant Sale or via Direct Sale.

3.2. Each estimate and offer is without obligation and should be considered as a whole, unless expressly stated to the contrary by JB. An estimate or offer expires if the Product for which the estimate or offer was intended is no longer available.

3.3. JB accepts an Order at the moment that it has been confirmed in writing by JB.

3.4. If the Customer’s Order deviates from the offer made in the estimate, then JB is not responsible for the Agreement unless JB indicates to the contrary.

3.5. JB reserves the right to refuse orders without further notification. In the event of such a refusal, JB will inform the customer within fourteen (14) days after the placement of the order.

3.6. If for any circumstance, including the nature, size or need for haste to fill the order, no order confirmation has been sent, the JB invoice should be considered confirmation of the order.

3.7. Each Agreement can be cancelled by JB on the condition that the Customer, in the exclusive opinion of JB, has insufficient credit to meet the terms of the Agreement.

4. Reconsideration Period

4.1. In the event of a Distant Sale, the offer is subject to a Reconsideration Period of fourteen (14) days, starting on the day of receipt of the Product(s) ordered by or on behalf of the Customer.

4.2. During the Reconsideration Period, the Customer has the right of withdrawal, in which he has the opportunity to return the Product(s) received or to state his intention not to make use of the Service(s) offered within ten (10) working days after delivery, without any obligation on his part other than the payment of the direct shipping costs. The product must be returned in the original packaging (including accessories and documentation) and in new condition. In the cases where Service(s) are (also) offered, the right of withdrawal will be considered to be a Reconsideration Period, upon which all of the terms in these Terms and Conditions pertaining to the Reconsideration Period are considered to remain unimpaired.

4.3. If the Products have been used, encumbered or in any way damaged, the right of termination in the meaning of this article is annulled. With consideration for the terms of the previous sentence, JB will confirm the termination of the purchase after receipt and inspection of the returned Product(s) by return post and will ensure that the complete purchase amount will be returned to the Customer within thirty (30) days after receipt of the complete return shipment.

4.4. Limitations and exclusions of the Reconsideration Period will be clearly listed by JB in accordance with the provisions of Article 7:46d of the Dutch Civil Code (BW).

4.5. The Customer may only invoke the Reconsideration Period in the manner indicated by JB during the purchase and/or delivery of the Product or Service.

5. Prices and Payment

5.1. Unless otherwise specified, all prices are expressed in Euros including VAT and other government-required taxes, as well as any travel, shipping and administrative costs indicated in the Agreement, unless otherwise specified.

5.2. If the Customer and JB agree to a price, JB retains the right to raise the price. If this price increase occurs within three (3) months following the date of Agreement, the Customer may terminate the Agreement. If this price increase occurs more than three months after the date of the Agreement, then the Customer may terminate the agreement if the price increase is greater than 5%.

5.3. JB is not liable for wrong price listings or other factual errors in the offer and/or the estimate, on the JB website, in advertisements, in publications, in order confirmation, in invoices or in other documents if the Customer may reasonably understand or could have understood that the error was the result of a mistake or clerical error.

5.4. In the event of a Direct Sale, the payment must be in cash or with credit card paid in full at the place of delivery of the Product(s) to the Customer.

6. Delivery

6.1. In the event of a Distant Sale, the Products available in stock will be shipped within two (2) working days after the receipt of the order. JB will charge shipping cost for orders under 100 Euro. The Products will be delivered to the permanent shipping address made known to JB, and will be released to the natural person present at that address.

6.2. JB's delivery requirement is considered to be fulfilled as soon as the Products provided by JB have been offered to the Customer one time, subject to proof of the contrary. In the event of home delivery, the report of the transporter regarding the refusal to accept or the absence of the Customer serves as full proof of an offer to deliver, subject to proof of the contrary.

6.3. Products which have not been collected by the Customer remain available to the Customer and will be stored by JB at the cost and risk of the Customer.

6.4. In the event of a Direct Sale, the delivery occurs by supplying the Customer with the item after payment of the purchase price. Terms 6.2 and 6.3 are not applicable to Direct Sales.

7. Delivery period

7.1. The delivery period will be given as an estimate and should never be considered as a strict deadline.

7.2. The delivery period commences after acceptance of the Order by JB, after which JB will aim to deliver the Order within ten (10) working days.

7.3. If JB is not able to comply with this delivery period due to circumstances beyond its control, JB will not be considered in default and is not liable for any damages to the Customer.

7.4. In the event of a failure to meet the deadline for delivery which is not due to circumstances beyond JB's control, the Customer may claim that JB is in default and claim compensation for damages, with regard for the following rules and limitations:

a. the compensation due by JB shall be determined as the amount of damages directly suffered by the Customer due to the delayed delivery, insofar as this can be sufficiently demonstrated, and;

b. the total compensation owed by JB shall not exceed the price agreed upon in the Order concerned.

8. Complaints

If you do have a complaint please write an email to info@justbe.es.

www.justbe.es welcomes and learns from complaints. We aim to deal with complaints speedily and sympathetically. All complains are logged, investigated and replied to.

9. Claims

9.1. The Customer must inspect the Products delivered for any potential Defects immediately after receipt, and if any are found, to report these to JB in writing as quickly as possible, not later than 24 hours after the delivery of the Products, upon forfeiture of rights.

9.2. The burden of proof of a timely submission as well as the accuracy of the claim is the responsibility of the Customer. The Customer is required to provide all assistance to JB in determining the nature of the Defect(s).

9.3. Insignificant and/or industry-customary deviations in quality, colour, size, etc. may not serve as grounds for a claim.

9.4. Simply return any unused item within 14 days of receipt for a full refund of the price of the goods (provided it is in a new, unused condition). This approval period does not apply to certain jewellery, food products or Gift Vouchers. You can return your items via your chosen method using the returns label on the reverse of your delivery note. Postage must be paid by the sender and will not be refunded by www.justbe.es

9.5. If the Customer is entitled to return a Product to JB in accordance with this Article, JB will ensure that the amount paid by the Customer will be deposited into the bank account of the Customer within thirty (30) days of receipt of the returned product. The Customer must contact the JB customer service department via e-mail shop@justbe.es with the necessary information in order for JB to deposit the amount paid.

10. Transfer of risk

10.1. The risk of loss, damage or depreciation is transferred to the Customer at the moment of delivery, as should occur on grounds of these Terms and Conditions.

11. Applicable law and disputes

These Terms and Conditions will be governed by and interpreted in accordance with Spanish Law. The parties hereby submit to the jurisdiction of the Spanish Courts. All contracts will be concluded in the English language.

Questions?

If you have any questions, you can always send an email to us at shop@justbe.es

Contact:

Marielle van der Zwan
Calle Conde de Altea 29-31
03590 Altea
shop@justbe.es
+31650238560