

YAZZY’S TERMS AND CONDITIONS

This Part sets out some terms about information on the Website, descriptions of Goods and how you use the Website.
Separate Notices and Disclaimers apply to your use of the Website. By accepting these terms and conditions, you also agree to the Notices and Disclaimers. You can download our Terms and Conditions as well.

The intellectual property rights in all content made available to you on or through the Website is our property or the property of our licensors, and we and our licensors reserve all such rights. Accordingly, you are not permitted to publish, manipulate, distribute or otherwise reproduce, in any format, any of the content or copies of the content supplied to you or which appears on the Website, nor may you use any such content in connection with any business or commercial enterprise.

Yazzy's Fashion Accessories or YFA is a trademark belonging to us, and no license or consent is granted to you to use these marks in any way. You agree not to use these marks or any marks which are colourably similar without our written permission.

We try to make sure that all information on the Website, including descriptions of our Goods, and listed prices, are accurate and correct at all times. However, mistakes do happen. We will try to resolve all information errors on the Website as soon as reasonably possible, and if we reasonably think that such an error has affected your purchase of Goods, we will try to let you know. However, because we take these steps, we will not be liable to you for any errors on the Website.

You should bear in mind that buying jewellery and accessories over the internet provides a different shopping experience from buying in-store. In particular, you acknowledge that:

- Only one promotional code can be used at a time;
- At some promotions items can be excluded;
- The colours which are shown for the Goods on the Website will depend on many factors – including your display settings;
- All sizes and measurements are approximate;
- All Goods are subject to availability – we may not be able to supply your order;
- Any delivery estimates given on the Website or by email are estimates only;

You are responsible for ensuring that your login details, password and all other details in relation to your account remain confidential at all times.

This Part sets out some terms which apply to your purchase or reservation of Goods from us through the Website.

Part 1 – Identity

- Company Name: B-Important GmbH / Sarl . Acting here under the name(s):Yazzy's Fashion Accessories – YFA
- address: Gruuss Strooss 22 9991 Weiswampach Luxemburg
- Telephone number:+352 621 66 43 47. Reachable: from Monday till Friday from 08.00 uur till 21.00 uur – Saturday and Sunday from 10.00 till 18.00
- E-mailaddress: info@yazzy's.com
- Chamber of Commerce number: B160641
- VAT number: LU 28125313
- Bank Account number : BIL LU21 0026 1101 1699 3500

Part 2a – Purchase

You make an offer to purchase a product from us (your “Order”) by completing the staged process on the Website as set out below:

- Adding product to your shopping basket
- Checkout step 1 – login details
- Checkout step 2 – address details
- Checkout step 3 – payment details, and
- Confirmation of order

Your Order only constitutes an offer to purchase Goods from us and does not form a binding contract until accepted by us. Where you order more than one product, your Order contains a series of offers for each product individually.

On receipt of your order, we will send you an order acknowledgement email to the email address which you provide in the Order process. This Order acknowledgement email will contain your Order number, details of the Goods ordered and a delivery estimate. Note that this email only acknowledges that your order has been received and is not accepted by us of any offers to purchase Goods.

We must receive full payment both of the price of the Goods and any delivery charges before we can accept any offers. Where you select to pay by credit or debit card, we will process the payment at the time of preparing your Goods for despatch.

An offer made by you to purchase a product shall only be deemed accepted by us when we despatch that product to you and send you an Order despatch email that includes details of the product. We reserve the right to refuse any offers in an Order prior to acceptance. If a product is not available, we will include details of the unavailable product in the Order despatch email. A product that is not available will not be included in the contract for a despatched product.

All prices and charges on the Website are in Euros (although we might provide a price in other currencies). In addition, delivery and fee charges may apply, and these will be displayed in the order process.

All prices are unless otherwise stated, ***Inclusive of VAT*** and other applicable European or Luxembourg taxes. The actual price charged to overseas customers will be subject to the exchange rate applied by the customer's credit or debit card company.

If you order Goods from our Website for delivery outside of Europe, they may be subject to import duties and taxes, which are levied when the delivery reaches the specified destination. You will be responsible for the payment of any such import duties and taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.
Please note that you must comply with all applicable laws and regulations of the country for which the Goods are destined. We will not be liable for any breach by you of any such laws.

Payment Methods

You can pay in different methods on our website. The methods are Direct or wire transfer, Credit Cards, Ideal, Bancontact, Apple Pay, SoFORT, Paypal and laast but not least Yazzy's Gift Cards. You can find more information on our dedicated webpage [payment methods](#).

Part 2b – Delivery

We currently offer the delivery options detailed on our delivery page.

We endeavour to ensure that the products you order are provided by the agreed delivery date and, where applicable, time; however, delays are occasionally inevitable due to unforeseen circumstances. Therefore, neither Yazzy nor our nominated carrier shall be liable for any delay or failure to deliver the Products within the estimated time frame.

Risk of loss and damage of Products passes to you on the date and time of delivery of the Products.
We will not be responsible for the performance of any obligations under these terms and conditions in the case of an event outside of our reasonable control (force majeure), including (but not limited to) strikes, lockouts, failures of third party systems or networks, acts of God, fire, earthquake, storm, flood or other natural disasters, civil unrest, acts of terrorism, deliberate sabotage of or malicious damage to equipment or data or for damage to or destruction of premises or equipment.

We will send all notices which we need to give to you under these terms and conditions to your registered e-mail address.

All communications from you to us must be made in either English, French, German, Italian, Portuguese or Dutch.

These terms and conditions set out the entire agreement between you and us in respect of the sale, purchase and use of the Goods. They supersede any previous agreement or understanding in relation to the subject matter hereof. They may only be varied where separately agreed in writing between you and us.
Suppose any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part. In that case, the validity of the other provisions (and the remainder of the provision in question) shall be unaffected.

Save to the extent that you exercise your right as a consumer to bring an action in or rely on the laws of your country of domicile, the interpretation, construction, effect and enforceability of these terms and conditions shall be governed by Luxembourg Law and you. We agree to submit to the non-exclusive jurisdiction of Luxembourg courts for the determination of disputes.

We reserve the right to change the terms and conditions under which the Website and the Goods are provided. Any such change in terms and conditions will be effective to all new orders once included in the text of these terms and conditions and published on the Website. Therefore, you should check the terms and conditions posted on the Website periodically to ensure that you are aware of and comply with the current version.

3. Refunds and Returns

Please look at our [returns page](#) for more information regarding this subject.

If you have any questions about the terms and conditions, the Goods or the Website, please [contact us](#).

4. Guarantee

You will have one month guarantee on your products made with Swarovski, Strass and other non-sterling silver items. Three months guarantee on products made of Sterling Silver. This is counted from the day you received your item(s). If you have a problem within one month, please contact us, and we will repair your goods free of charge if possible.

Exceptions on the guarantee are:

- loss of Swarovski crystals
- natural wear and tear
- damage caused by perfume or other corrosive liquid.
- damage on wood, leather, beads and metals due to rainwater or any other kind of water.
- beads/leather, which are staining due to contact with water.

5. Complaints and Disputes

1. Of course, we always strive that all our customers are 110% satisfied. Should you nevertheless have any complaints about our services, you can contact us at cs@yazzy's.com and state your complaint. We will make sure that we provide you with an answer within 14 days counting from the day we receive your complaint. If a complaint requires a foreseeably longer processing time, Yazzy's will respond within the 14-day period with a notice of receipt and an indication of when the consumer can expect a more detailed answer.
2. All agreements that we conclude with our customers, irrespective of their place of residence, are governed exclusively by Luxembourg law. If, for reasons of international law, another law should nevertheless apply, the interpretation of these general terms and conditions shall be based, in the first instance, on the Luxembourg Law on Market Practices and Consumer Protection as included in the Code of Economic Law.

- In the event of a dispute, only the competent Luxembourg courts shall be competent.
3. As a consumer, you also have the option of resolving the dispute out of court. You can contact the Consumers' Mediation Service of the Federal Government for this purpose. It is authorised to receive any request for out-of-court settlement of consumer disputes. It will, in turn, either deal with the application itself or forward it to a qualified entity. The Consumer Mediation Service can be reached via this link: <https://consumerombudsman.be/en>.
4. In the event of cross-border disputes, you can also use the Online Dispute Resolution platform of the European Union at this link: <http://ec.europa.eu/odr>.
5. If we can't work it out together through our personal complaint service (see article 5.1), you can contact SafeShops. If your complaint is accepted by SafeShops they will mediate in a neutral way between us and you as a customer. Please note that only complaints submitted through the complaint form on <https://www.safeshops.be/nl/consumers-complaints/> will be handled. This way SafeShops has all the right information to further process your complaint.

Updated 24-07-2023