

By ordering from MY COLORFUL MESS Shop you automatically agree with our Terms & Conditions.

Introduction

These are our General Terms and Conditions. These General Terms and Conditions always apply when you use our Website or place an order through our Website and they contain important information for you as a buyer. Please read them carefully. We also recommend that you save or print these General Terms and Conditions so that you can consult them at a later time.

1. Definitions

1.1 MY COLORFUL MESS: based in Rotterdam and registered with the Chamber of Commerce under file number 68376707, trading as MY COLORFUL MESS.

1.2 Website: the Website of MY COLORFUL MESS, to be found on www.mycolorfulmess.com and all of its subdomains.

1.3 Customer: the natural person or corporation who enters into an agreement with MY COLORFUL MESS and/or is registered on the Website.

1.4 Agreement: any arrangement or agreement between MY COLORFUL MESS and Customer of which the General Terms and Conditions are an integral part.

1.5 General Terms and Conditions: these General Terms and Conditions.

2. Applicability of the General Terms and Conditions

2.1 The General Terms and Conditions apply to all offers, agreements and deliveries of MY COLORFUL MESS, unless explicitly agreed otherwise in writing.

2.2 If Customer in their order, confirmation or any other communication alleging acceptance of the General Terms and Provisions includes any provisions that differ from, or are not included in the General Terms and Conditions, such provisions will only be binding upon MY COLORFUL MESS if and in so far as MY COLORFUL MESS has accepted them in writing.

2.3 In cases where specific product or service-related terms and conditions apply in addition to these general terms and conditions, Customers can always invoke the applicable condition that is most favorable to him in the event of incompatible general terms and conditions.

3. Prices and information

3.1 All prices posted on the Website and in other materials originating from MY COLORFUL MESS include taxes and other levies imposed by the government, unless stated otherwise on the website.

3.2 If shipping costs are charged, these will be clearly stated in good time before the contract is concluded. These costs will also be displayed separately in the ordering process.

3.3 The content of the Website is composed with the greatest care. MY COLORFUL MESS cannot, however guaranteed, that all information on the Website is correct and complete at all times. All prices and other information posted on the Website and in other materials originating from MY COLORFUL MESS are subject to obvious programming and typing errors.

3.4 MY COLORFUL MESS cannot be held responsible for deviations in color that result from the quality of the colors displayed on the screen.

4. Conclusion of the Agreement

4.1 The Agreement will be deemed to be concluded at the moment Customer accepts the offer of MY COLORFUL MESS subject to the conditions laid down by MY COLORFUL MESS.

4.2 If the Customer has accepted the offer by electronic means, MY COLORFUL MESS will confirm receipt of acceptance of the offer by electronic means without delay. Until such receipt of acceptance is confirmed, Customer will have the possibility to terminate the Agreement.

4.3 If it is found that, in accepting or otherwise entering into the Agreement, Customer has provided incorrect data, MY COLORFUL MESS will have the right to postpone the Agreement until the correct data is received.

5. Execution of the Agreement

5.1 As soon as MY COLORFUL MESS has received the order, it will send the products to Consumer without delay and with due regard for the provisions of paragraph 3 of this article.

5.2 MY COLORFUL MESS is authorized to engage third parties in the fulfillment of its obligations under the Agreement.

5.3 Well ahead of the date on which the Agreement is signed, information will be posted on the Website which clearly describes the manner in which and the term within which the products will be delivered. If no delivery term has been agreed or stated, the products will be delivered within 30 days at the latest.

5.4 If MY COLORFUL MESS is unable to deliver the products within the agreed term, it will notify Consumer accordingly. In that case Consumer can decide either to agree to a new delivery date or to terminate the Agreement without incurring any costs.

5.5 MY COLORFUL MESS advises Consumer to inspect the products upon delivery and to report any defects within an appropriate period, preferably by email. For further details, see the article about guarantee and conformity.

5.6 The risks associated with the products will transfer to consumers as soon as the products are delivered at the agreed delivery address.“

6. Right of withdrawal/return

6.1 This article only applies if it is a non-limited edition product and when the consumer is a natural person who is not acting in their professional or commercial capacity. Business Consumers therefore have no right of withdrawal.

6.2 Consumer will have the right to dissolve the distance Agreement with MY COLORFUL MESS within 14 days after receiving the product, free of charge and without stating reasons.

6.3 The term commences on the day after the product was received by the consumer, or a third party designated by the consumer, who is not the transporting party, or:

- if the delivery of a product involves different deliveries or parts: the day on which Consumer, or a third party designated by Consumer, received the last delivery or the last part;

- with contracts for the regular delivery of products during a given period: the day on which Consumer, or a third party designated by Consumer, received the last product;

- if Consumer has ordered several products: the day on which Consumer, or a third party designated by Consumer, received the last product.

6.4 The direct costs incurred for the return shipment are for Consumer's account. This means that Consumer will have to pay the costs of returning the product. Consumer must use a tracked shipping option. The shipping costs initially paid by Consumer and the purchase price paid for the product will be refunded to Consumer if the entire order is returned in good condition.

6.5 During the withdrawal period referred to in paragraph 1, Consumer will treat the product and its packaging with the utmost care. Consumer may not open the packaging or use the product unless this is necessary in order to determine the nature of the products, their features and their operation.

6.6 Consumer is only liable for the product's devaluation that is a consequence of their handling the product other than as permitted.

6.7 Consumer can terminate the Agreement in accordance with paragraph 1 of this article by reporting the withdrawal (digital or in other form) to MY COLORFUL MESS, within the withdrawal period, by means of the [return form](#) provided on the website. If MY COLORFUL MESS makes it possible for Consumer to declare their withdrawal via electronic/digital means, then after receiving such a declaration, MY COLORFUL MESS sends immediate confirmation of receipt.

6.8 As quickly as possible, but no later than 14 days after the day of reporting as referred to in paragraph 1, Consumer shall return the product, or hand it over to (a representative of) MY COLORFUL MESS. Consumer can send the product directly to MY COLORFUL MESS without a notice of withdrawal in advance within the period as mentioned in paragraph 1. Consumer must include the [return form](#) in the return package.

Products can be returned to the following address:

MY COLORFUL MESS

Van Oldenbarneveltplaats 422,

3012 AP Rotterdam

The Netherlands

6.9 Any amounts already paid by Consumer (in advance) will be refunded to Consumer as soon as possible, and in any case within 14 days after dissolution of the Agreement. If Consumer chose an expensive method of delivery in preference to the cheapest standard delivery, MY COLORFUL MESS does not have to refund the additional costs of the more expensive method. Except in cases in which MY COLORFUL MESS has offered to retrieve the product themselves, they can postpone refunding until they have received the product or until Consumer proves they have returned the product, depending on which occurs earlier.

6.10 Information about the applicability or non-applicability of a right of withdrawal and any required procedure will be posted clearly on the Website, well before the Agreement is concluded.

7. Payment

7.1 Customer shall pay the amounts due to MY COLORFUL MESS in accordance with the ordering procedure and any payment methods indicated on the Website. MY COLORFUL MESS is free to offer any payment method of its choice and may change these methods at any time.

8. Warranty and conformity

8.1 This article only applies if Consumer is a natural person who is not acting in their professional or commercial capacity. If MY COLORFUL MESS gives a separate warranty on the products then, without prejudice to the aforesaid, this applies to all types of Consumers.

8.2 MY COLORFUL MESS guarantees that the products are in conformity with the Agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or usability and with the existing statutory provisions and/or government regulations that are in force from the date of entering into the Agreement. If specifically agreed, MY COLORFUL MESS also guarantees that the product is suitable for other than normal use.

8.3 If the delivered product is not in conformity with the Agreement, Consumer must inform MY COLORFUL MESS within a reasonable period of time after he has discovered the defect.

8.4 If MY COLORFUL MESS deems the complaint to be correct, the faulty product(s) will be repaired, replaced or refunded in consultation with Consumer. The maximum amount of compensation is, having regard to the Article on liability, equal to the price paid by Consumer for the product.

9. Complaints handling procedure

9.1 If Customer has any grievances in connection with a product (in accordance with the article on warranties and conformity) and/or about other aspects of MY COLORFUL MESS's service, it can submit a complaint by e-mail. See the contact details at the bottom of the General Terms and Conditions.

9.2 MY COLORFUL MESS will respond to the complaint as soon as possible, and in any case within 10 days after having received it. If it is not yet possible for MY COLORFUL MESS to formulate a substantive reaction to the complaint by that time, MY COLORFUL MESS will confirm receipt of the complaint within 10 days after having received it and give an indication of the term within which it expects to be able to give a substantive or definitive reaction to Customer's complaint.

9.3 If Customer is a natural person who is not acting in their professional or commercial capacity, it can file a complaint through the European Online Dispute Resolution platform, available at: <http://ec.europa.eu/odr/>.

10. Personal details

10.1 MY COLORFUL MESS will process the Consumer's personal details in accordance with the privacy statement published on the Website.

11. Final provisions

11.1 This agreement is governed by the laws of the country of establishment of the webshop.

11.2 Insofar as not dictated otherwise by mandatory law, any disputes ensuing from the Agreement will be submitted to the competent Dutch court in the district where MY COLORFUL MESS has its registered office.

11.3 If any provision set out in these General Terms and Conditions should prove to be void, this will not affect the validity of the General Terms and Conditions as a whole. In that case, the Parties will lay down one or more new provisions in replacement which will reflect the original provision as much as is possible under the law.

11.4 The term 'written' in these General Terms and Conditions also refers to communication by e-mail, provided that the sender's identity and the integrity of the email message have been sufficiently established.

Contact details

Should you have any questions, complaints or comments after reading these General Terms and Conditions, please contact us by e-mail.

E-mail: info@mycolorfulmess.com

Chamber of Commerce: 68376707
VAT: NL002322831B34