

# FILLING PIECES

## FILLING PIECES TERMS AND CONDITIONS

### **Identity and applicability**

www.fillingpieces.com ("Website") is operated on behalf of Filling Pieces B.V., having its corporate seat at Herengracht 442, 1017 BZ, Amsterdam, The Netherlands, with Chamber of Commerce number 66962099 and VAT/BTW Number NL856771843B01 (hereinafter referred to as ("Filling Pieces/we/us/our").

These terms and conditions ("Terms and Conditions") govern and apply to your use of our website, all our offers of products on our Website and your acceptance thereof, and your purchase of products from our Website. These Terms and Conditions also govern and apply to all purchases made in our physical store(s). However, the sections "Return policy", "Right of Withdrawal", "Prices and payments" and "Deviations" of these Terms and Conditions are in its entirety replaced by the sections set out below in "Terms and Conditions for Products Bought in our Physical Store(s)"

Please note that your use of our Website constitutes your agreement to follow and be bound by these Terms and Conditions. You can get a PDF copy of these Terms and Conditions by clicking the download button on your browser.

Please note that the term "you", "your" or "consumer" refers to the term consumers meaning a natural person not acting in the course of a profession or business, that consumes products as a customer or hands them over for repair to the entrepreneur.

The term "products" refers to products sold by Filling Pieces only.

### **Product availability and delivery**

Although availability may be indicated on the Website, we cannot guarantee product availability and products, nonetheless, may not be available for immediate delivery. We reserve the right, without accepting liability or prior notice, to revise, discontinue, or cease to make available any or all products or to cancel any order. If there is any revision, discontinuance, or cessation, we may, in our discretion, ship products which have substantially similar functionality and specifications to the products ordered or cancel your order.

In accordance with the above, purchased products will be dispatched within 5 working days starting on the date of the order, however we try our best to dispatch the purchased products within 2 to 3 working days starting on the date of the order, excluding Force Majeure situations in the dispatching process.

Please allow up to 14 working days for delivery to arrive outside of Europe, and 7 working days within Europe. If you still have not received your purchased products after 3 weeks, please notify us via email at [info@fillingpieces.com](mailto:info@fillingpieces.com). You bear any and all duties and customs costs for orders shipping outside of the Netherlands and Europe. Filling Pieces is not responsible for any lost, stolen or damaged shipments. All shipments within The Netherlands are sent with a delivery confirmation and you assume all responsibilities of lost items.

Please check our [FAQ](#) for the delivery window during our online sale.

Where possible, we try to deliver all the products you ordered at the same time. Please note, however, that products may be delivered in separate shipments. We therefore reserve the right to deliver your order in separate shipments; for example, if part of your order is delayed or unavailable.

### **Colors**

We have made every effort to display as accurately as possible the colors of our products that are displayed on the Website. However, as the actual colors you see will depend on your monitor, we cannot guarantee that your monitor's display of any color will be accurate. Therefore the pictures of our products on the Website are for illustrative purposes only.

### **Sizing of our products**

The Filling Pieces shoes normally fit 0.5 to 1 size bigger compared to other brands. Please carefully check the Filling Pieces size chart on the product pages on our Website.

### **Order process and agreement**

You can only place an order if 1) you are a consumer, 2) who is at least 16 years of age, or has the consent of at least one of my parents and/or guardians place an order and 3) who provides us correct information that is necessary for the fulfillment of the order.

An order placed by you is an offer to purchase the product(s) displayed on our Website, which offers needs to be accepted by Filling Pieces.

# FILLING PIECES

Once the order is placed by you, we will send you an order confirmation email, to let you know that we have received your order. This order confirmation email does not constitute an acceptance of your order or the conclusion of a contract. Filling Pieces reserves all rights to reject your order for any reason and with no liability to you or any third parties prior to Filling Pieces acceptance of your order.

Our acceptance of your order and conclusion of the contract will only take place when we send you an email confirming that your order has been dispatched. Please note that, prior to the dispatchment of your order, Filling Pieces may still cancel your order by reasons mentioned in these Terms and Condition, for example because of the unavailability of the product, your misuse, a force majeure event on our side or due to non-payment by you.

## Right of withdrawal

As the consumer you can withdraw your order placed on this Website within 14 days after 1) the date you received the order or 2) if you have ordered several products in the same order, after the date you received the last product. Filling Pieces will honor your right of withdrawal, when notice of your withdrawal request is sent to Filling Pieces by using the [model form](#) for withdrawal or in any other unambiguous manner via email at [support@fillingpieces.com](mailto:support@fillingpieces.com) or by contacting customer service, by calling +31 20 261 14 78, within the aforementioned 14 days.

Once you have notified us within the aforementioned 14 days, we shall reimburse within 14 days all the payments you made to us for the canceled order, including the delivery costs (if applicable and the maximum being the least expensive type of standard deliver we offer).

In the event that you have already received your products, you must return the products within 14 days as of the day following your withdrawal notice, in conformity with our return policy and at your costs. In that case we shall reimburse all the payments made for the canceled order, once we have received a proof of shipment or we have received the returned products. We will use the same means of payment that you used.

You are liable for the decrease in value of the product that is the result of you using the product in a manner beyond what is necessary to determine the nature, properties and functioning of the product. The risk and burden of proof for the correct and timely exercise of the right of withdrawal is on you.

## Prices and payments

The prices displayed on the Website are quoted in Euros, including VAT and excluding delivery costs, if applicable. If delivery costs are applicable, they will be displayed during the checkout process. All prices include handling or taxes (total at the end) excl. shipping, if delivered to customers within Europe. For customers outside Europe, additional charges may apply.

Filling Pieces reserves all rights to 1) make changes to the prices displayed on the Website and 2) change or withdraw special offers or discounts at any time, without prior notice.

Filling Pieces only offers the payment methods displayed during the checkout process and Filling Pieces shall not be liable for any transfer or bank charges and/or import duties or taxes.

All payments are subject to authorization and validation checks done by the payment service provider. In the event that the payment service provider does not, for any reason, authorize or validate your payment, the relevant payment provider can notify you thereof, after which Filling Pieces shall cancel your order.

## Retention of title

1) All products that have been delivered to you remain the sole property of Filling Pieces until you have fully paid any and all amounts owed to Filling Pieces under any contract that is placed between you and Filling Pieces, including payment of costs, earlier or later deliveries or partial deliveries. You shall remain liable for the devaluation of or damage to the product in the period between your receiving of the order and your payment.

2) Filling Pieces can exercise the right of retention when the consumer fails to fulfil a due and payable obligation, unless the shortcoming does not justify this retention.

## Return policy

Our return policy entitles you to return the product(s) for any reason within 30 working days starting on the date you received the product(s) in conformity with our return policy. For orders placed during an online sale, the return period is 14 working days after the date you received the product(s), in conformity with your above mentioned right of withdrawal and our return policy. See our [FAQ page](#) for more information about our return policy.

You can open the package and check the contents. However, the products can only be returned when they are completely unused, unwashed or altered and sent in the original packaging, with original labels and double boxed. To return the product(s) fill in the return form, add it to the return box and attach the return sticker to the return box.

# FILLING PIECES

Filling Pieces shall not bear the costs of returning the product(s) unless otherwise indicated by Filling Pieces' customer service.

We only accept returns of product(s) purchased from this Website only, as these terms are only applicable to online sales made through this Website. If you have purchased product of Filling Pieces through one of our appointed distributors, please contact the relevant distributor.

If you are returning product(s) you may no longer qualify for any discount or special offer associated with your order. If you received any product(s) for free and/or any accessories with your order, you must return all the free product(s) and/or all accessories together with the product(s) you are returning to receive a full return refund or a digital gift card.

## **Privacy**

Filling Pieces' [Privacy Policy](#) applies and is part of these Terms and Conditions.

## **Changes to our terms and conditions**

Filling Pieces reserves all rights to make changes to these Terms and Conditions from time to time. Your use of our Website following any such change constitutes your agreement to follow and be bound by the Terms and Conditions as changed. These Terms and Conditions were last modified in July 2020.

## **Site contents**

Unless otherwise noted, all materials, including images, illustrations, designs, icons, photographs, video clips, and written and other materials that appear as part of this Website (collectively, the "Contents") are copyrights, trademarks, trade dress and/or other intellectual properties owned, controlled or licensed by Filling Pieces. The Website as a whole is protected by copyright and trade dress, all worldwide rights, titles, and interests in and to which are owned by Filling Pieces.

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## **Design**

All product designs are made by Filling Pieces, the Website is built by CODE, and all photography rights are reserved by Filling Pieces.

All comments, feedback, postcards, suggestions, ideas, and other submissions disclosed, submitted or offered to Filling Pieces on or by this Site or otherwise disclosed, submitted or offered in connection with your use of this Site (collectively, "Comments") shall be and remain Filling Pieces property. Such disclosure, submission or offer of any Comments shall constitute an assignment to Filling Pieces of all worldwide rights, titles and interests in all copyrights and other intellectual properties in the Comments. Thus, Filling Pieces will own exclusively all such rights, titles and interests and shall not be limited in any way in its use, commercial or otherwise, of any Comments. Filling Pieces is and shall be under no obligation (1) to maintain any Comments in confidence; (2) to pay to user any compensation for any Comments; or (3) to respond to any user Comments.

You agree that no Comments submitted by you to the Site will violate any right of any third party, including copyright, trademark, privacy or other personal or proprietary right(s). You further agree that no Comments submitted by you to the Site will be or contain libelous or otherwise unlawful, abusive or obscene material. You are and shall remain solely responsible for the content of any Comments you make.

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## **Inaccuracy disclaimer**

From time to time there may be information on the Website that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, and/or availability. We reserve the right to correct any errors, inaccuracies or omissions and to change or update information

# FILLING PIECES

at any time without prior notice, including after you have submitted your order. We apologize for any inconvenience this may cause you. If you are not completely satisfied with your Filling Pieces purchase you may return it with your invoice to Filling Pieces by mail and in conformity with our Return Policy for another size, another Filling Pieces product, digital gift card or money refund.

## Limitation of Liability

General limitation: without prejudice to any other provision of these Terms and Conditions and any Agreement, if a Product fails to meet the specifications, the Buyer's rights and Filling Pieces liability shall be limited to, repair of such products, price reduction, replacement of such products or reimbursement of the price, at the discretion of Filling Pieces. Filling Pieces obligation to repair or replace shall be contingent upon receipt by Filling Pieces of timely notice of any alleged non-conformity and the provision of any product or materials if so requested by Filling Pieces.

## Warranty

1) Filling Pieces guarantees and warrants that the delivered products comply with the agreement (conformity) and that the products possess characteristics that, all circumstances considered, are necessary for normal use. The following is not considered as normal use of Filling Pieces products and therefore the following is not covered by our warranty:

- Using our products in extreme weather conditions or during sports.
- Using any chemicals or sharp object on our products.
- Modification or repairment of the product by you or any other third party.
- Neglecting or not properly storing our products.
- Poor maintenance and not following our wash & care instructions.
- Damages due to compression, a fall, abnormal impact or actions or wear against abrasive surfaces.
- Damages caused by UV (Sunlight or other natural phenomena), fire, bleach.
- Natural breakdown of colors, finishes and materials over time.

2) Filling Pieces will replace Products that cannot be used properly as a result of a manufacturing defect, provided that the product is still available. If a product is not available and you don't accept a similar product, Filling Pieces will in such cases reimburse the price of the specific product(s). Buyer must return the damaged Products to Filling Pieces in accordance with the return policy together with the original receipt.

3) However, Filling Pieces is not liable for defects or resulting damage that have occurred after the delivery of the products as a result of incompetent use or lack of care, or that are the result of changes or repairs that you or a third parties have made to the delivered products. Filling Pieces' warranty does not cover damages of a product if the damages are resulting from the actions or negligence of consumers.

## Force majeure events

A Force Majeure event means an occurrence of which makes performance of your Agreement/order impossible, impracticable or unsafe: an act of God (including, without limitation, tsunami, wild fire, earthquake, hurricane, or other natural disaster), inevitable accident, strike or other labor dispute, war or threat of war, act of public enemy, act of terrorism or threats thereof, riot or civil commotion, national state of emergency, enactment, rule, order or act of any government or governmental instrumentality, failure of technical facilities, epidemic, pandemic, interruption in or substantial delay or failure of technical facilities, or failure or substantial delay of necessary transportation services, or any other event or condition beyond Filling Pieces' reasonable control, as applicable.

In the event a Force Majeure event takes place our obligations under these general conditions will be suspended and the time for performance of our obligations will be extended for the duration of the Force Majeure event.

## Deviations

Individual deviations, including additions and extensions of these Terms and Conditions are only valid if they are recorded in writing between Filling Pieces and the consumer, for example by means of a receipt or order form, or if such a thing had been made demonstrably publicly known on the website.

## Complaints

1) Complaints concerning defects in purchased products and/or other complaints about flaws in the execution of the agreement shall, as soon as possible and no later than two months after discovery thereof, be submitted to Filling Pieces.

2) Consumer complaints should preferably be made in writing to Filling Pieces.

3) Prior to being able to exercise his right to complain, the consumer shall at the request of the Filling Pieces demonstrate that the agreement to which the complaint relates, has been concluded with Filling Pieces. Consumers are advised to keep the proof of purchase and/or the proof of intake for repair and/or the proof of commission for making the products for this purpose.

## Miscellaneous – Disputes - Dutch law

Unless otherwise specified and except to the extent Filling Pieces products are offered for sale in the Netherlands through this Site, this Site and the Contents thereof are displayed solely for the purpose of

# FILLING PIECES

promoting Filling Pieces products and services available in The Netherlands and select foreign markets. In the event that any provision stipulated in these Terms and Conditions is null and void or is subject to annulment that will not affect the validity of the other provisions.

This Agreement shall be construed in accordance with the laws of the Netherlands, without regard to any conflict of law provisions. Any dispute arising under this Agreement between Filling Pieces and a consumer can only be submitted to the competent court.

## **TERMS AND CONDITIONS FOR PRODUCTS BOUGHT IN OUR PHYSICAL STORE(S)**

The following sections of the Terms and Conditions above are in its entirety replaced by the following sections for products bought in our physical store(s):

### **The Terms and Conditions section “Return Policy” is entirely replaced by the following**

1) Unless otherwise agreed upon, you are entitled to return products bought in our physical store(s), provided that the following conditions are met:

- return takes place within 14 days of the purchase of the products with the original receipt or invoice; and

- the products have not been worn, are completely unused, unwashed or altered and returned in the original packaging, with original labels.

2) The provisions of paragraph 1 do not apply to discounted products, products bought during a sale or for discounted prices are final and can't be returned. It is also not possible to return products that are individualized, i.e. specially tailored or otherwise adapted for the consumer, and for items that have been ordered by Filling Pieces at the explicit request of the consumer.

3) If you are returning product(s) you may no longer qualify for any discount or special offer associated with your purchase. If you received any product(s) for free and/or any accessories with your purchase, you must return all the free product(s) and/or all accessories together with the product(s) you are returning to receive a full return refund.

### **The Terms and Conditions section “Right of Withdrawal” is deleted in its entirety and not applicable for products bought in our physical stores.**

### **The Terms and Conditions section “Prices and payments” is entirely replaced by the following:**

The prices displayed in our physical store(s) are quoted in Euros, including VAT.

Filling Pieces reserves all rights to 1) make changes to the prices and 2) change or withdraw special offers or discounts at any time, without prior notice.

Filling Pieces only offers the payment methods displayed at the physical store(s) and Filling Pieces shall not be liable for any transfer or bank charges and/or import duties or taxes.

### **The Terms and Conditions section “Deviations” is entirely replaced by the following:**

Individual deviations, including additions and extensions of these Terms and Conditions are only valid if they are recorded in writing between Filling Pieces and the consumer, for example by means of a receipt or order form, or if such a thing had been made demonstrably publicly known in the physical store(s).