

EFFORTLESS

THOUGHTFUL GIFTS & GADGETS

Effortless B.V. General Terms of Sales in the Effortless Machines

These general terms of sales ("Sales Terms") apply to every offering, agreement and/or delivery to you as consumer and the machines of Effortless B.V. ("Effortless") placed at various location in the Netherlands and through which articles and products are offered and delivered ("Machines").

Webshop

If and in as far applicable, on transactions transacted through our webshop different general terms apply, which general terms may be found on our website (www.effortless.nl), (the "Website").

Assortment Effortless

Effortless offers through the Machines a wide variety of products and our assortment offered may change continuously.

We will do our utmost to be of service to you and we strive to always have the right assortment in the Machines. However, for all our products we cannot accept any liability for a finished product and we must insist that any offer is only valid as long as we have the products available.

Payment & Pricing

Pricing

Our prices are quoted in euros inclusive of VAT, but exclusive of any other charges required by law, and exclusive of any delivery charges. The price quoted on the Machines' LCD is the price that applies. Effortless is not bound by obvious misquotes or typos in any offer.

Payment

Payment may be performed by credit, or debit card and by effortless voucher or gift card (if provided), charged if applicable and the expiration date has not been reached.

Payment will be transacted through our payment service provider, Credit Call Ltd, whose general terms and conditions apply to the payment transactions.

Conclusion of a sale

A sale transaction is concluded when the entire order process is concluded, including payment, on the Machine. It is not possible to order products through the machine for delivery at home or elsewhere.

EFFORTLESS

THOUGHTFUL GIFTS & GADGETS

Proof of purchase

For every purchase through the Machine, you will have the option during the order process to enter your email address. If you do, a receipt will be sent to that email address, which receipt will be your proof of purchase to be used also for warranty and should you want to return your purchase.

Delivery

Effortless shall deliver any product through the Machines.

Malfunction Machine

In case a Machines malfunctions in distributing a purchased product, you may contact Effortless and have the product sent to the address of your choosing in the Netherlands, provided the product is in stock. The product will be delivered to the ground floor of the address provided. You are responsible for the unpacking of the product and installation if applicable.

Risk

Any risk regarding the products, such as loss or damage, will revert to you as of the moment of Delivery.

Ownership

As long as the purchase price has not been paid in full, any product will remain the exclusive property of Effortless.

Return

Within 14 days

Should you wish to return a purchased product, you may do so within 14 days of the Purchase. Although we would like to hear why you want to return the product, you are in principle under no obligation to do so. The amount of the Purchase will be returned to you. The amount and date listed on the receipt will be determining.

How to return a product

Returns require completing the return-form available on www.effortless.nl, the receipt for the product to be returned, and within 14 days of Delivery:

- a. The original, unused, complete and undamaged product; in
- b. The original and undamaged packaging.

Please refer to www.effortless.nl for instructions how to return.

EFFORTLESS

THOUGHTFUL GIFTS & GADGETS

Excluded from return

The following products may be returned unless reasons for the return are deemed valid by Effortless at its sole discretion:

- Vouchers and other gift-card or coupon, is used partially or wholly;
- Products which are generally not suitable for return due to hygiene or health considerations, if and when these have been opened and /or used.

Effortless may ask for your reasons for returning the product, but are under no obligation to provide such reason.

Exceeding period of Delivery with more than 30 days

If the terms of Delivery agreed upon with you is exceeded with more than 30 days, you will have the right to nullify the purchase and receive a full refund.

Warranty

Period

Disregarding the above, Effortless provides a 1 year warranty on products sold through the Machines. The 1 year warranty is calculated from the day of Purchase as stated on the receipt/proof of purchase.

If a warranty term is longer than 1 year, this will be so stipulated on the receipt/proof of purchase.

Validity of the warranty

Products showing a defect/deficiency or manufacturing error are covered by the warranty. The warranty does not cover normal wear and tear, including discoloring.

Any use in a way in which a product was not meant to be used nullifies the warranty. Damage to a product caused by extreme weather conditions or any irregular natural phenomenon are not covered by the warranty.

Effortless advises you to immediately upon your purchase to check the purchased products for any deficiency. Any noticed deficiency or defect must be reported to Effortless as soon as possible, but at least within 14 days after purchase by email to info@effortless.nl.

Your email will be followed up as soon as possible whereby Effortless will do its utmost to handle your report in the best way possible.

Repair

During the warranty period Effortless may opt to repair the product or have the product repaired. Effortless grants a 4 month warranty on executed repairs. Please therefore keep the issued repair bill. After a repair the original warranty of course remains in place as well.

No warranty is given on repairs which are a result of lighting-, water/moist-, or fire damage.

EFFORTLESS

THOUGHTFUL GIFTS & GADGETS

Liability

Effortless is not liable for damages caused any use of its products in an incorrect, unsafe or wrong way.

The Machines has no other functionalities than those present at the Machine at any given time of use (“as is”). Effortless expressly excludes any explicit or implicit warranties, indemnification or admission of any kind with regard to the quality, safety, integrity or accuracy of the Machines.

Effortless does not guarantee or warrant that any Machine is reachable, operational or active at any given time, or that the information shown on (the user interface of) the Machine is accurate, complete or right. Effortless is in no way liable in any way for damages resulting from a Machine being (temporary) offline or not available, or the failure or non-functioning of a Machine.

In as far permissible under mandatory Dutch law, the liability of Effortless for any event for which Effortless is determined to be liable, is capped at Euro 1,000.00 (one thousand euros) per event, whereby a series of related events is determined as one event.

Effortless reserves the right to amend or change these Sales Terms at any given time at its sole discretion. Any such change does not affect any transaction already completed. The accurate and uptodate version of the Sales Terms on the Website. The Sales Terms are also listed on the user interface on the Machines.

Contact

E-mail: info@effortless.nl

Telephone: 0203030290 (Monday through Friday between 9.00 t/m 18.00).

Address and other contact details of Effortless

Address: Prof. J.H. Bavincklaan 2, 1181 AT Amstelveen

Statutory residency: Amstelveen

Chamber of Commerce

registration: 68477392

VAT-number: NL 857462684B01.

Various in as far not subject to mandatory law

In as far not prescribed by mandatory law, the following applies:

Effortless may change at any time and at its sole discretion transfer the purchase agreement and/or any rights and/or obligation resulting from any purchase agreement to a third party, or

EFFORTLESS

THOUGHTFUL GIFTS & GADGETS

engage third parties to affect any rights resulting and/or obligation resulting from such purchase agreement.

Effortless shall timely inform you of any such transfer to a third party. On these Sales Terms and any related and resulting legal relationship Dutch law is exclusively applicable, and the court (*rechtbank*) of Amsterdam, the Netherlands has exclusive jurisdiction to settle at first instance any dispute arising out of or in connection with any transaction with Effortless B.V. or these Sales Terms.
