

General Terms and Conditions

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Article 1 - Definition

The meaning of the following terms is explained below:

Cooling-off period: the period within which you can cancel your purchase in our online store (your "Right of withdrawal");

Consumer: If you made your purchase in private, and this is not related to your business activities (your business, your occupation, etc.);

Day: calendar day;

Right of withdrawal: you are entitled to cancel your purchase in our online shop within the cooling-off period;

Fatboy: the company that offers products to consumers in the online store, legally, this is called on-line shopping;

Online contract: a contract between Fatboy and the consumer that comes about completely via an online store;

Standard cancellation form: the standard European cancellation form reproduced below. You can also find this in our online store's customer services;

Article 2 - Fatboy contact information

Official name: Fatboy the original B.V.

Company address: Het Zuiderkruis 3, 5215 MV 's-Hertogenbosch

Telephone number: 073-6154200

CoC number: 18067153

VAT Identification number: NL810918298.B01

Availability: From Monday to Friday, from 8h30 to 17h00

Article 3 - Applicability

These general conditions apply to every offer of Fatboy and on each agreement via the online store entered in between Fatboy and the consumer.

Before you make a purchase in the store, the text of these general terms and conditions are made available to you in [PDF](#) form and in online (HTML) form. If necessary, you can easily save the PDF form to your own PC or print it. In any case, the text can also always be found in the online store's customer services.

Article 4 - The range

If an offer is only temporary or subject to conditions, this will always be clearly stated.

There is a complete and accurate description of our products in the online store. This will allow you to make a good assessment of our products. The photos in the online store are as realistic as possible. It is however possible that the colour of a product doesn't exactly match the actual colour.

Sometimes things are too good to be true. Obvious errors or mistakes in the offer (such as an extremely low price) doesn't bind Fatboy, consumers cannot derive any rights from this.

Information on your rights and obligations can be found on the website and in these conditions so you know where you stand if you are making a purchase in our online store.

Article 5 - The Agreement

The agreement will be concluded at the time that you finalise the order process and have confirmed your order.

Fatboy will then send you an email in which the contract is confirmed. As long as you have not received the email, you can still cancel the agreement by sending Fatboy an email. You can of course use your right of withdrawal.

Fatboy shall take the appropriate measures to keep your personal information that you enter in the ordering process secure and to ensure a secure Web environment. This applies specifically to the payment details that are sent online.

Fatboy will send you the following information at the latest at the time of delivery of your order (so that you can save it on your computer):

1. Fatboy's physical address where you can lodge any complaints;
2. the terms of your right of withdrawal and how you should use this;

3. in case of personalised products: the fact that your right of withdrawal is excluded;
4. information about any warranty and service after purchase;
5. the price including all taxes and shipping costs, the method of payment, and delivery information;
6. If a right of withdrawal applies to you, the standard withdrawal form.

Article 6 - Right of withdrawal

You are allowed to cancel the agreement for the online purchase of your product during a period of 14 days after receipt of your products. You do not have to indicate a reason. Cancellation is done with a completed [return form](#). You can also use the standard [withdrawal form](#) to return an item.

If Fatboy didn't supply you with the legally required information about your right of withdrawal or the standard withdrawal form, the cooling-off period shall continue up to 12 months after the originally imposed end of the cooling-off period.

If Fatboy sends you the information about the right of withdrawal in the situation referred to in the previous paragraph, the cooling-off period shall expire 14 days after the day on which you have received that information.

Article 7 - Your obligations during the cooling-off period

You may unpack our products during the cooling-off period to see if you like the product and the operation (for example, of the lamps). Take note that – if you want to return the product - the product should remain clean and undamaged and the packaging in good condition.

You are liable for any depreciation of the product that is the result of a way of handling the product that goes beyond that which is allowed in paragraph 1.

Article 8 - Exercising the right of withdrawal and costs

You can use your right of withdrawal by filling in and sending the completed [return form](#) within the period so that we know that you want to cancel your purchase in the online store. You can also use the standard [withdrawal form](#) to return an item.

Fatboy will send you clear instructions on how the return should take place. In most cases, Fatboy will send you a return label with which you can send back the shipment. You must prepare the product for return with everything that was delivered with it, in the original box and other packaging, and of course in clean and undamaged condition.

In the event that you have to take care of the return, the risk and the burden of proof for the correct and timely exercise of the right of withdrawal will be yours. In other cases, this will be Fatboy's. So make sure you have proof of the dispatch.

You bear the direct cost of returning the product (€ 4.95) in case the order amount was € 50 or less. These costs will be charged separately, if applicable.

Article 9 - Fatboy's obligations in case of withdrawal

If you inform us by return or contact form that you want to make use of your right of withdrawal, we will confirm your message electronically as soon as possible.

Fatboy allows for quick handling of the return and a quick refund (as quickly as possible, but in any case within 14 days after your notification of return) including any delivery costs (see 8.3).

Fatboy uses the same payment method that you have used for your payment, for the repayment.

Article 10 - Exclusion of the Right of withdrawal

The following product is excluded from the right of withdrawal:

1. The Doggielounge name tag which is provided with a name at your request or other products that are altered at your request.

Article 11 - The price

Prices are not increased in the online store during the validity of an offer (for example, a special campaign), unless Fatboy has to implement a price change as a result of a different VAT rate. In the event that you make a purchase in our webshop for business purposes, you yourself are responsible for the determination and transfer of the VAT at the applicable rate for your EU member state (in accordance with Article 44 of EU Directive 2006/112/EC).

Article 12 - Compliance with the agreement and additional guarantee

Fatboy guarantees that the products comply with the agreement, the characteristics that Fatboy itself has communicated, the reasonable requirements of reliability and/or usability and legal provisions/government regulations applicable at the time.

All Fatboy products are subject to the standard Fatboy factory guarantee period of 24 months.

In the following cases, you will have no claim on the warranty:

- Wear of an imprint on the material that occurs after a period of six months from the date of purchase (like the doggy bone on the Fatboy doggielounge);
- Using our products for the purposes for which they are intended;
- Always store outdoor products in your house after use when weather conditions are bad;
- Take into account that our products are sensitive to water, sunlight, the sea and chlorine;
- Do not try to repair broken products yourself. Contact us or your Fatboy dealer immediately;
- Take into account that our beanbag filling is elastic and can shrink over time with intensive use; this is a normal feature of EPS;
- Be careful with sharp objects such as nails and scissors.

An additional guarantee provided by Fatboy shall never limit the legal rights and claims that you have under the agreement if Fatboy fails to properly comply with the agreement.

Extra warranty means: any promise that goes beyond Fatboy's legal obligations in case Fatboy fails to properly comply with the agreement.

Article 13 - Supply and execution

Fatboy shall carry out the orders in the store very carefully.

The delivery is made to the address that you have communicated to Fatboy.

Fatboy shall carry out the orders as quickly as possible and adheres to the communicated delivery times. If delivery is delayed or if an order cannot or can only be carried out partly, you will receive a message in this regard as soon as possible. You may then terminate the contract without penalty. In that case, Fatboy shall refund amounts paid by you as soon as possible.

The risk of damage and/or loss of products lies with Fatboy up to the moment of delivery to you (or a pre-designated representative communicated to Fatboy) unless explicitly agreed otherwise.

Article 14 - Payment

Unless otherwise provided in the order/in the agreement, you must pay the order within 14 days from the beginning of the cool-off period (and without cool-off period within 14 days after entering into the agreement).

You are not required to pay for the products in advance. In our webshop, you can choose to pay afterwards through Klarna. Klarna's General Terms and Conditions apply to this form of payment.

You are required to inform Fatboy directly of inaccuracies in provided or stated payment data.

Payment via invoice and financing

In cooperation with [Klarna](#), we offer you invoice and payment in instalments as payment options. Please take into account that Klarna Invoice and Klarna Account are only available for consumers and that payment must be made to Klarna.

Klarna Invoice

Payment period is 14 days, calculated starting from the invoice date. The invoice is issued on the day on which the goods are shipped and is either sent by email or together with the goods. You can find the complete terms and conditions [here](#). The online shop charges a fee for invoice purchases.

Klarna Account

With the Klarna financing service, you can pay for your purchase in flexible monthly instalments of a minimum of 1/24 of the total amount (at least € 6.95). Further information regarding Klarna Ratenkauf, including general terms and conditions and the Standard European Consumer Credit Information, can be found [here](#).

Data Protection Notice

Klarna reviews and evaluates the data you provide and in the event of legitimate interest, exchanges data with other companies and credit rating agencies. Your personal data will be processed in accordance with the applicable laws regarding data protection as described in the Klarna [privacy statement](#).

Article 15 - Complaints Clause

If you have any complaints about the way your order and/or delivery is carried out, please inform us as soon as possible. It is best to fill in the [contact form](#) on our service page with a clear description of your complaint.

Fatboy will reply to these emails at the latest within 14 days. If the treatment requires a longer time, Fatboy will inform you.

Online Complaints Procedure: The European Commission provides a platform for online dispute resolution (ODR) under the following link: <http://ec.europa.eu/consumers/odr/>

Article 16 - Changing the General Terms and Conditions

Fatboy is entitled to change the General Terms and Conditions.

Amendments to these terms and conditions shall only apply once they are disclosed by Fatboy and only for agreements that are entered into between Fatboy and you as from the moment of amendment and publication.