

We are happy that you like Shake it Baby's products and that you want to shop with us. Please read the terms and conditions carefully before using [www.shake-it-baby.com](http://www.shake-it-baby.com) (the "Website"). By using and shopping on our Website, you agree to accept the terms and conditions described below. As the terms and conditions may be updated from time to time (for example to reflect changes in technology, our business model, our system's capabilities or relevant laws and regulatory requirements), we recommend that you check this page regularly to take notice of any changes we may have made in the terms and conditions.

The following terms and conditions are related to the purchase of products on the website [www.shake-it-baby.com](http://www.shake-it-baby.com), which is owned and maintained by:

Shake it Baby  
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1015 BD Amsterdam  
The Netherlands  
Phone: +31 6 12186236  
E-mail: [hello@shake-it-baby.com](mailto:hello@shake-it-baby.com)  
[www.shake-it-baby.com](http://www.shake-it-baby.com)  
VAT: NL1268.12.330

The website is open 24 hours a day. However, in case we need to maintain or update the website for a longer period, this will be informed of at our entrance page.

In order to shop at [www.shake-it-baby.com](http://www.shake-it-baby.com) you pay via I-deal or you must possess a valid credit card accepted by us. If you have not yet turned 18 years of age, you must also have the legal right to enter into the agreement.

We do not ship to P.O. boxes and we may decline an offer or cancel a purchase in any of the following situations; Your payment information is incorrect or not verifiable; your order may have been placed for fraudulent purposes; or in connection with a criminal offence; or other unlawful activity; there was an unintentional error on the Website e.g. a payment error etc.; we could not deliver to the address provided by you.

This is without Shake it Baby being liable for any damages or costs. We will notify you by email in advance of any of the above mentioned reasons, and we will further try to resolve the issue and return any applicable payments made to us without deduction.

By placing an order on our website you are making an offer to us to purchase the products you have selected on these terms and conditions. We may or may not accept your order at our discretion. We can only accept offers that are made through our Website. We cannot accept orders made by e-mail, letters or fax.â€”

At what point in the ordering process are you bound by your order?â€”

The moment you click "Place order" and the receipt is displayed on your screen, you are bound by your order, however it is possible to return a product within 30 days from receiving date for a refund.

When we have received your order in our webshop, you will receive a receipt, which is an automated acknowledgement, which means we have received your submitted order. However, this acknowledgement does not mean that we are able to deliver your order, why we reserve and explicit rights to decline your order after your have received the automatic acknowledgement. If we accept your order and are able to deliver it, you will receive an order confirmation by email. If you made an error when placing your order, please contact our Customer Service who will be happy to assist you. However, please always make sure to review your offer before placing it. Before submitting, you have the possibility yourself to edit any information you have entered, such as the shipping or billing address or credit card information, or change or delete items in your shopping bag.

## **Availability & Offer Validity**

We aim to have all offered items in stock. In the event that ordered items are out of stock, we reserve the right not to accept your order. You will be informed by e-mail and any payments will be refunded if the payment was already processed.

## **Access to the agreement**

We store all contracts made, including your order and the order confirmation, and we recommend that you file these too, as subsequently the documents will not be accessible. Fraud screening in order to protect our customers and maintain the security of shopping online, we may run verification checks on the data you submit when you place an order. These checks may include address and payment verification and screening your order to prevent fraud.

## **Payment Methods**

We accept Ideal, Bankcontact, Visa, and Mastercard, Please note that we cannot accept any payment methods not specified above. If you try to pay by any other methods, we will not be liable for your loss of payment or any other damages caused by your action.

## **Credit Card Verification Number**

To maintain your own security and prevent fraud, you will be asked to enter your Card Verification Number (CVV) when paying with credit card. You can find the 3 digit number on the back of your credit card. It generally appears to the right of your credit card number. Payment processing when your order and data have been verified and your ordered products leave our stock for shipping, the payment will be deducted from your account. Please note that your billing address must be entered exactly as it appears on your bank statement.

## **Prices & VAT**

All prices on products, shipping charges and other services include value added tax (VAT). Shipping costs will be added to your order and displayed at checkout. We will always inform you of the total price. Please be aware all orders to be sent out side of EU, will contain charges of customs and import duties. Any customs or import duties are charged once the parcel reaches its destination country. The recipient of the parcel must pay these charges. The prices displayed on the Website are those that apply at the time of purchase. The prices may be subject to change without notice, but changes will not affect orders, which we have accepted. We try to avoid information errors, but please note that pricing errors, spelling errors and other errors or mistakes can occur from time to time. We will verify prices as part of our confirmation procedures.

## **Currency**

All displayed prices are quoted in and will be charged in Euro.

## **Shipping & Delivery**

We deliver worldwide.

## **Delivery Terms**

Orders will be delivered Monday through Friday to the shipping address submitted when you placed your order. Please note, that we only ship to home or office addresses - not to P.O. boxes. All deliveries must be signed upon receipt. However, it does not have to be you who sign it. Somebody from the same address (e.g. a family member, friend, receptionist etc.) or a

neighbor can sign for the parcel. Our courier will make at least one redelivery attempt. At each attempt our courier will leave you a card, which provides you with details for redelivery and also collection, if possible. The courier will typically keep a parcel for up to 7 days before returning it to sender as undelivered.

### **Split delivery**

If your order consists of several products we reserve the right to split the delivery. This can happen if certain products are delayed or unavailable at the time of ordering. In the event of split delivery you will be notified by mail. You will not be charged for any additional shipping costs.â€”

### **Product inspection**

Please note that you bear the risk for the products you have ordered when the delivery is completed. If the packaging appears to be damaged, please do not accept the shipment.â€” Without prejudice to your statutory rights and remedies you have the responsibility of inspecting your products for any faults and, in the event, giving us notice of any complaints. In the case of defective products or inconformity with your order, you will have the choice of returning the defective product and we will refund you the purchase price and all shipping cost when our Customer Service Team has handled your return. You also have the right to keep the defective product and ask for a reduction of the price.

### **Delivery Times**

All orders are processed at our distribution center in the Netherlands, 1- 2 working day to the Netherlands 1-3 working days inside of EU and 7 working days to the remaining destinations. Subject to payment clearance and stock availability. Your ordered products will be delivered from Monday through Friday, and the exact delivery time depends on the country of delivery. At the moment, we only offer standard delivery.â€” An order that has been submitted on a Dutch public holiday will be processed the next working day following the public holiday.â€”

### **Insurance**

Shake it Baby insures each purchase during the time it is in transit until it is delivered to you. All orders require signature upon delivery, at which point responsibility for the shipment passes to you. If you have specified a recipient who is not you for delivery purposes then you accept that evidence of a signature by them is evidence of delivery and fulfillment by Shake it Baby and transfer of responsibility in the same way.

### **Returns, Cancellations and Complaints**

You can return your order within 30 days upon delivery. Return shipping charges are at your own expense with the exception of faulty/wrong items. If you are based outside the EU, return shipping costs is also free for faulty/wrong items but you will need to pay duties and taxes on the replacement item. See delivery terms. To exchange an item, simply specify the new item you require on the return form. All exchanges are subject to availability. Sale items cannot be exchanged.

### **Incorrect Items**

Occasionally the wrong item may get sent out. If this has happened to you, we sincerely apologize. Please contact us so we will be able to re-order the correct item for you and arrange for the incorrect product to be collected by our courier.

### **Refund information on faulty product**

After we receive and process your refund claim you will be issued with the appropriate refund.

Please allow 2 weeks for the refund to be credited to your account. We aim to process a refund within 3 days of receiving your parcel, and send you an e-mail to let you know we have received and processed it. After you have received the e-mail, please allow another 5-10 working days for the refund to be credited to your account. The amount of time this takes will depend on which bank or card issuer you have. Please be aware when paying with e.i MasterCard, it takes due to the MasterCard rules longer time to get a refund on the card. Unfortunately this delay is outside of our control. You can expect a refund in the same form of payment originally used for purchase. In the event that we are unable to refund your credit card we will contact you to arrange an alternative means of refunding your order.â€”

### **Contact Customer Service**

Do you have any questions, comments or complains related to your purchase please contact our Customer Service at Tel. +31 6 12187236 or [hello@shake-it-baby.com](mailto:hello@shake-it-baby.com). For your own convenience visit the Contact Us page and submit your query.

### **Company Details**

â€”[www.shake-it-baby/shop](http://www.shake-it-baby/shop) is the official online store for Shake it Baby Snowglobes. Shake it Baby is a Dutch company and [www.shake-it-baby.com/shop](http://www.shake-it-baby.com/shop) is operated under the laws of The Netherlands. â€”

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### **Errors**

Pricing errors, spelling errors and other errors or mistakes can occur. We will verify prices as part of our confirmation procedures. If the correct price is less than our stated price, the lesser amount will be charged to you. If the correct price is higher than the price stated on our Website, we will attempt to contact you. If we are unable to contact you, we will reject your offer and notify you by e-mail.â€”

### **Copyright & Trademarks**

All contents included on the Website, such as, but not limited to, design, text, graphics, logos, video and audio clips, images, button icons and the compilation thereof, software compilations, source coding and software, are the property of Shake it Baby. The contents are protected by Dutch and international copyright laws. Shake it Baby own the copyright to the above mentioned. The contents of the Website may only be copied for your own private use. Any other use of the information and material on the Website, such as reproduction, modification, distribution, transmission, republication, display or performance is strictly prohibited. You may therefore not - besides your own private use - copy, display, download, distribute, alter, modify, reproduce, republish or rephrase information, text, documents or other material from the Website or any other part of the Website without the explicit consent from Shake it Baby. Brand names, product names, logos and titles that appear on the Website are trademarks or trade names and are property of Shake it Baby. Any reproduction of such trademarks or trade names constitutes an infringement of the owner's rights and is strictly prohibited, unless it is for your own private

use.â€” Also, the card inside the snowglobe/ the way of folding the card is a registered design of Shake it Baby.

### **Disclaimer of Liability**

We are only liable for damages when such damages result from our breach of contractual obligations towards you, or in the event our liability follows from applicable statutory law. â€”If any activities on [www.shake-it-baby.com/shopsnowglobes](http://www.shake-it-baby.com/shopsnowglobes) have caused you damage, we shall only be liable for damage to the Shake it Baby products, reasonable and verifiable costs incurred by you to find out the cause and amount of damage.

The Shake it Baby snowglobes are filled with water. Over time, heat and light may develop evaporation and in this way an air bubble will develop. By keeping the snowglobe at a place between 12 and 22 degrees, this process can be delayed.