

Terms & Conditions

1. Notification of these General Terms and Conditions:

1.1 The Coco & Cactus Webshop is operated by Coco & Cactus with registered office at Blauw BB 39 Willemstad (Curaçao), CCI 164628, VAT 102666726. These General Terms and Conditions establish the rights and obligations of Coco & Cactus and of the users of the Coco & Cactus Webshop (hereinafter: “the Customer”, “you / your”) with regard to the products and services that we offer through this webshop or any other website. Before clicking the “Order and pay securely” button, please read these Terms and Conditions and our Privacy Policy carefully. When you use the Coco & Cactus Webshop you confirm that you accept the General Terms and Conditions and the Privacy Policy. If you do not accept these terms and conditions, do not place an order. Only the following general terms and conditions apply to the activities between you and Coco & Cactus. Other conditions only apply when they have been accepted by us in writing. Coco & Cactus can adjust the General Terms and Conditions at any time. Any order after the adjustment assumes that you have accepted it. The General Terms and Conditions can be supplemented by other terms and conditions if explicitly referred to. In the event of any conflict, the current General Terms and Conditions will prevail.

2. Conclusion of an agreement:

2.1 The presentation of our products in the Coco & Cactus Webshop is only a non-binding invitation to order products from us. By submitting your order you make a binding offer to conclude a purchase agreement. This offer is accepted by us because we deliver the products. We are free to decide whether or not to accept an order. If we do not fulfill an order, we will notify you immediately (see point 3).

2.2 The ordering procedure in the Coco & Cactus Webshop consists of the following steps:

You can select individual products and collect them in an electronic shopping basket by clicking the "Shopping cart" button. From the shopping cart you go to the checkout by clicking on the button “Checkout”.

Then you choose the method of delivery you want.

Finally, choose the desired payment method, enter the payment information and you will be asked to accept the General Terms and Conditions. By clicking the button “Order and pay securely” you will then be transferred to the module of our payment provider (see point 5). Until you have clicked this button, you can change the order and the details of your order at any time.

An order that is binding on you will only be concluded when you have entered all the data required for the conclusion of the agreement, when you have confirmed that you are aware of these general terms and conditions and accept them, when you click the button “Order and pay securely”. clicked and when the payment via the module of our payment provider has been successfully completed. The latter will be the case when you are returned to our website by the payment provider.

After you have placed your order, you will receive an automatically generated confirmation of receipt of your order by e-mail. This confirmation of receipt only documents that your order has arrived with us; it is not an acceptance of the order and does not constitute a purchase agreement. The order is accepted by us because we deliver the products. The order will be delivered after receipt of your payment.

2.3 Coco & Cactus has the right to refuse orders, for example:

- when stocks are exhausted or a product is no longer available (see point 3);
- in the event of an invalid presentation of products in the Coco & Cactus Webshop;
- in case of serious suspicion of abuse of law or bad faith on the part of the Customer;
- in case of force majeure;
- when it can be assumed that the customer intends to resell the items himself.

3. Availability of products:

If, during the processing of your order, we determine that one or more of the products you have ordered are not available, then we will unfortunately not be able to fully fulfill your order. We reserve the right to choose to partially execute the order or to refuse it entirely in such a case. You will be immediately notified by e-mail about this. An agreement on the unavailable products is not concluded, a refund is guaranteed (see point 6).

4. Delivery

4.1 Products are only delivered in the countries for which the Coco & Cactus Webshop allows delivery, namely Curaçao, the Netherlands, Austria, Belgium, Bulgaria, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Poland, Portugal, Romania, Slovakia, Slovenia, Spain and Sweden.

4.2 Incorrectly communicated addresses are the responsibility of the Customer and may give rise to additional costs. PO Box addresses and military APO addresses are not accepted.

4.3 The order will be sent as far as possible and in the normal course of events within approximately one to three working days after the order date, provided that your details are correct (for customers in countries other than the Netherlands and Curaçao, the delivery time may vary). Any delay will under no circumstances give rise to compensation.

4.4 Until we have started processing your order, you can cancel your order free of charge by contacting us by email at info@cococactus.nl. We will refund the price of the ordered products within 14 days. If your order has already been delivered, you can return it (see point 6 regarding return policy).

5. Price and payment:

5.1 The prices indicated at the time of the order are applicable. Coco & cactus reserves the right to rectify any errors (eg due to technical defects). The prices of the Coco & cactus Webshop are valid as long as they are online and while stocks last. VAT is included in all prices.

5.2 The payment of your order is made according to the payment methods offered in the Coco & Cactus Webshop and the conditions stated there. Depending on the result of the verification of your data, we reserve the right to exclude certain payment methods. We should point out that additional costs may arise for you on the basis of your agreements with banks and other credit institutions.

6. Return Policy:

6.1 You have the right to withdraw from the contract within 14 days without giving any reason. To exercise this right, you must inform us of your decision to withdraw from the contract by means of an unambiguous statement (by e-mail). You can use the model withdrawal form for this, but you are not obliged to do so. We will send you an acknowledgment of receipt of your cancellation by email.

Without delay and at the latest within 5 days after we have been informed of your decision, we will refund the price paid with the same payment method you used to pay. We may withhold a refund until we have received the products back or until you have demonstrated that you have returned the products, whichever comes first.br>

You must return the product to Coco & Cactus, Smalsteeg 1, 4175LL, Haaften, The Netherlands, immediately and in any case no later than 14 days after the day on which you have notified us of your decision to withdraw from the agreement. For customers in Curacao, you can contact us by email to make a delivery appointment. The order can be delivered to BlueBay, BB 39.

Attention: under no circumstances will cash be returned.

Coco & Cactus will not bear the costs of returning the goods.

The withdrawal period expires 14 days after the day on which you physically take possession of the product.

You may only unpack or use the products during the withdrawal period to the extent necessary to assess whether you wish to keep the product. It is only permitted to try on the products as is customary when trying on clothes in a store. Returned goods may be appropriate as is customary when trying on clothes in the store, but may not be worn.

You are liable for any depreciation of the products resulting from handling the goods beyond what was necessary to establish the nature, characteristics and functioning of the goods.

Therefore, when trying on the products, we recommend that you do not remove the original price tags, do not open or remove hygiene stickers or hygiene closures, and not to use or damage the products.

If the quality of the products is damaged because they have been used in a more extensive manner than described above, Coco & Cactus reserves the right to claim compensation from you for any loss of value.

7. Warranty:

7.1 If the delivered goods do not conform to the placed order, the legal warranty period of six months applies.

If you wish to invoke the legal warranty, you must demonstrate that you have purchased the goods supplied from Coco & Cactus. You may provide proof of your purchase by any means of common law.

Any defect in the product must be reported within two (2) months after its discovery. Afterwards, any right to repair or replacement lapses.

7.2. In any case, you will not be able to claim any warranty:

for normal wear and tear of the product

in case of injudicious or abnormal use of the product or if the product is used contrary to the purpose for which it was designed

in case of non-compliance with the operating and / or maintenance instructions

in case of damage to the product due to intent or negligence

if the product was changed by you or in the event of intervention by a person not appointed by Coco & Cactus in commercial use.

8. Liability:

8.1 Use of the Coco & Cactus webshop:

The information on the website is of a general nature. The information is not adapted to personal or specific circumstances and can therefore not be regarded as personal, professional advice to the user.

Coco & cactus makes great efforts to ensure that the information provided is complete, correct, accurate and up to date. Despite these efforts, inaccuracies may occur in the information provided. If the information provided contains inaccuracies or if certain information is unavailable on or via the site, Coco & Cactus will make every effort to rectify this as quickly as possible. However, Coco & Cactus cannot be held liable for direct or indirect damage resulting from the use of the information on this site. If you should find inaccuracies in the information made available via the site, you can contact the site administrator (see contact details below).

Size and length information for the products remains an approximation. Nor can we guarantee that every screen will display a color exactly, or that the color will not differ slightly upon receipt of the product.

Coco & Cactus is not liable for loss or damage of any nature whatsoever that the Customer or a third party may suffer when using the products.

The content of the site (including links) can be adapted, changed or supplemented at any time without notice or notification. Coco & Cactus does not guarantee the proper functioning of the website and can in no way be held liable for a malfunction or temporary (un) availability of the website or for any form of damage, direct or indirect, that may result from the access. to or use of the website. Coco & Cactus cannot under any circumstances be held liable in any way whatsoever, directly or indirectly, in any special or other way, for damage due to the use of this site or of another, in particular as a result of links or hyperlinks, including, without limitation, from all losses, work interruptions, damage to programs or other data on the computer system, of equipment, software or other of the user.

The website may contain hyperlinks to websites or pages of third parties, or refer to them indirectly. Placing links to these websites or pages in no way implies an implicit approval of their content. Coco & Cactus expressly declares that it has no control over the content or other characteristics of these websites and can under no circumstances be held liable for their content or characteristics or for any other form of damage resulting from their use.

8.2 General about the liability of Coco & Cactus:

Coco & Cactus is not liable for any damage that it may cause through its error or negligence, except in the case of intent or gross negligence, also of its employees. Any damage of any nature that cannot be foreseen at the time of the conclusion of the agreement is excluded from compensation. The liability of Coco & Cactus is always limited to the direct, personally suffered damage and will never exceed the purchase price of the product in question.

8.3 Use of material from the Coco & Cactus Webshop:

Information on the website can only be used elsewhere with the express permission of Coco & Cactus. It is forbidden to change, copy, reproduce, download, distribute, transfer or commercially exploit and / or distribute the services, the pages of the Webshop or the computer codes related to them.

9. Copyright and intellectual property:

9.1 We have developed the Coco & Cactus Webshop for the personal and non-commercial purposes of the Customer. The entire content of the Coco & Cactus Webshop (including layout and design of the website, texts, graphics, photos, images, moving images, sounds, illustrations and software, etc.) is the property of Coco & Cactus or related companies, licensees and / or content providers. All associated rights, and in particular all intellectual property rights, are managed by Coco & Cactus.

The Customer may only download the content and make one copy of it for purely personal, non-commercial use, provided that the content of the material to which the intellectual property rights apply remains in its original state. Copying or storing any content outside of personal, non-commercial use is not permitted.

9.2 All trademarks, trade names, logos and products used in the Webshop are protected and may not be used without the prior written permission of Coco & Cactus, its partners or the rightful owners of these rights. All signs, illustrations, images or emblems that appear on our products, accessories or packaging are and remain the exclusive property of Coco & Cactus. Its reproduction, in whole or in part, for any reason or by any means, is strictly prohibited. The use of any combination with any other sign, symbol, emblem or other distinctive sign is also prohibited.

10. Privacy:

Coco & cactus recognizes the importance of the private sphere. More information about our privacy policy can be found under Privacy Policy. When using the Coco & Cactus Webshop, the Customer accepts this privacy policy. By ordering online in the Coco & Cactus Webshop, the Customer gives unambiguous consent to include all personal data obtained in a file and use it for the administration of the customer data, the management of orders, deliveries and invoices, marketing and publicity purposes. The Customer has the right to inspect and change all personal data at any time and the right to object to the use of this data for direct marketing purposes.

13. Contact details:

For all questions and / or complaints, please contact us by mail to info@cococactus.nl.

These Terms and Conditions were last updated on November 2023.