

Terms and conditions

Karite Beauty and its associates provide their services to you subject to the following conditions. If you visit or shop within this website, you accept these conditions. Please read them carefully.



ARTICLE 1 - DEFINITIONS

The following terms in these terms and conditions shall mean:

1. **Cancellation period:** the period within which the consumer may exercise his right of withdrawal;
2. **Consumer:** the natural person who does not act in the course of the pursuit of a profession or business activity and concludes a distance selling agreement with the supplier;
3. **Day:** calendar day;
4. **Ongoing execution transaction:** a distance selling agreement with respect to a number of products and / or services where the delivery and / or purchase obligation is spread over a period of time;
5. **Permanent data medium:** any means that allows the consumer or the supplier to store information addressed to him / her personally in a way that allows future reference and unchanged reproduction of the stored information.
6. **Right of withdrawal:** The consumer's ability to withdraw from the distance selling agreement within the withdrawal period. This is in other words also called the right of revocation;
7. **Supplier:** The natural or legal person who offers products and / or services to remote consumers;
8. **Distance selling agreement:** an agreement whereby, within the framework of a system organized by the supplier for the distance selling of products and / or services, even the conclusion of the agreement, only one or more remote communication technologies may be used;
9. **Remote communication technology:** means that can be used to enter into an agreement without the consumer and the supplier being in the same place at the same time.

ARTICLE 2 - IDENTITY OF SUPPLIER

Address: Lisesmindevej 22, 5230 Odense M, Region of Southern Denmark.

Phone number: +45 31757171

E-mail address: Karitebeauty@hotmail.com

Central Business Register number (CVR, Danish: Det Centrale Virksomhedsregister): 39523531

Karite Beauty, Lisesmindevej 22, 5230 Odense M, CVR-nr: 39523531, will from now on be referred to as Karite Beauty, us or we.

Karite Beauty is a Personally Owned Small Business (Danish: Personlig eget mindre virksomhed, PMV) which means that this company does not pay VAT or other charges.

ARTICLE 3 - APPLICABILITY

1. These general terms and conditions apply to any offer from the supplier and to any distance selling agreement between the supplier and the consumer.
2. The text of these General Terms and Conditions shall be made available to the consumer prior to the conclusion of the distance selling agreement. Should this not reasonably be possible, it will be stated before the conclusion of the distance selling agreement that the general terms and conditions are available for inspection by the supplier and that these will be sent to the consumer as soon as possible and free of charge upon request.
3. In the event that the distance contract is concluded electronically, these general terms and conditions, contrary to what is stated in the previous paragraph and prior to the conclusion of the distance selling agreement, may be made available to the consumer electronically in such a way that These can easily be stored by the consumer on a permanent data medium. Should this not reasonably be possible, it will be stated before the conclusion of the distance selling agreement, where the general terms and conditions can be reviewed electronically and that these will be sent to the consumer electronically or otherwise free of charge upon request.
4. In the event that specific product or service conditions apply beyond these general terms and conditions, the second and third paragraphs shall apply mutatis mutandis and the consumer may rely on the most favorable provision in the event of conflicting terms and conditions.

ARTICLE 4 - OFFER

1. If an offer has a limited period of validity or is subject to certain conditions, this will be expressly stated in the offer.
2. The offer includes a complete and accurate description of the products and / or services offered. The description is detailed enough to enable a sufficient assessment of the offer by the consumer. If the supplier makes use of illustrations, these are a true representation of the products and / or services offered. The supplier is not bound by obvious errors in the offer.
3. Each offer contains information so that the consumer is aware of the rights and obligations that apply after acceptance of the offer. This particularly concerns:
 - price, including taxes;
 - delivery costs, if any;
 - the manner in which the agreement will be concluded and what actions are required to do so;
 - whether the right of withdrawal applies;
 - payment method, delivery and execution of the agreement;
 - period within which the offer can be accepted or the period within which the supplier guarantees the specified price;
 - How high a fee charged for remote communication if the cost of using the remote communication technology is calculated on a different basis than the normal base rate for the means of communication used;

- Whether the agreement is to be filed after its realization and, if so, the way in which the consumer can refer to the agreement;
- the way in which the consumer can review and, if desired, correct the data that he / she has provided within the framework of the agreement;
- the other languages in addition to English to which the agreement can be concluded, if applicable;
- the codes of conduct which the supplier has undertaken to comply with and the way in which the consumer can refer to these codes of conduct electronically; and
- The minimum duration of the distance selling agreement in case of ongoing execution.

ARTICLE 5 - AGREEMENT

1. The agreement, subject to what is stated in section 4, must be concluded when the consumer has accepted the offer and has complied with the terms and conditions that apply.
2. If the consumer has accepted the offer by electronic means, then the supplier must immediately confirm receipt of acceptance of the offer by electronic means. The consumer can terminate the agreement as long as the supplier has not yet confirmed receipt of this acceptance.
3. If the agreement is concluded electronically, the supplier will take appropriate technical and organizational measures for the security of the electronic data transfer and will ensure a secure web environment. The supplier must take appropriate safeguards for this purpose if the consumer is able to make payments by electronic means.
4. The supplier may ask for the consumer's ability to meet payment obligations - within the limits of the law - as well as all the facts and factors that are relevant if you wish to conclude a distance selling agreement in a responsible manner. If, on the basis of this request, the supplier has good reasons not to conclude the agreement, the supplier, supported by appropriate reasons, has the right to reject an order or request or to impose specific conditions on the performance.
5. When delivering the product or service to the consumer, the supplier will include the following information either in writing or in such a way that the information can be stored by the consumer in an easily accessible manner on a permanent data medium:
 - The visiting address of the supplier's branch which the consumer can contact in case of complaints;
 - the terms and conditions under which the consumer may exercise the right of withdrawal, otherwise it must be explicitly stated that any right of withdrawal is excluded;
 - the information regarding guarantees and the available after sales service;
 - the information in article 4, paragraph 3 of these terms and conditions, unless the supplier has already provided this information to the consumer prior to the implementation of the agreement;
 - Requirements for cancellation of the agreement if the duration of the agreement exceeds one year or for an indefinite period.
6. The provision in the previous paragraph applies only to the first delivery in the event of a continuation of execution.

ARTICLE 6- RIGHT OF REVOCATION

Concerning the delivery of products:

1. With regard to the purchase of products, the consumer has the opportunity to terminate the agreement within a period of 14 days without justification. This cancellation period commences on the day following the date of receipt of the product by the consumer or by a representative designated by the consumer and communicated to the supplier in advance.
2. The consumer will handle the product and the packaging with due care during the withdrawal period. The product can only be returned and received as long as the packaging on the product has not been removed and the product has not been used. It is not possible for the consumer to exercise the right of withdrawal if the product has been used. If the consumer wishes to exercise the right of withdrawal, he / she must return the product to the supplier with all accessories and, if reasonably possible, in its original condition and packaging, in accordance with the reasonable and clear instructions provided by the supplier.
7. With regard to the provision of services:
3. For the purpose of providing services, the consumer has the opportunity to terminate the agreement within a period of 14 days beginning on the date of conclusion of the agreement, without reasoning.
4. In exercising the right of withdrawal, the consumer shall comply with the reasonable and clear instructions provided by the supplier for this purpose at the time of the offer and / or at the latest upon delivery.

ARTICLE 7 – EXPENCES IN CASE OF CANCELATION

1. If the consumer chooses to exercise the right of cancellation, he / she will be charged the maximum for the cost of the return shipment.
2. If the consumer has already made a payment, the supplier will refund this amount as soon as possible, but no later than 90 days after the return shipment or withdrawal.

ARTICLE 8 - EXCLUSION OF THE RIGHT TO REVOCATION

1. The supplier may exclude the right of withdrawal for the consumer to the extent permitted by paragraphs 2 and 3. Exclusion of the right of withdrawal shall apply only if the supplier expressly stated the exclusion in the offer or in any case in good time prior to the conclusion of the agreement.
2. Exclusion of the right of withdrawal is only possible for products:
 - That has been realized by the supplier in accordance with the consumer's specifications;
 - That it is obviously of a personal nature;
 - That cannot be returned due to their character;
 - That quickly spoiled or obsolete;

- That of which the price is subject to fluctuations in the financial markets which the supplier has no influence on;
 - That for individual newspapers and magazines;
 - That for audio and video recordings and computer software where the consumer has broken the seal.
3. Exclusion of the right of withdrawal is only possible for services:
- regarding accommodation, transportation, catering or leisure on a particular date or for a specified period;
 - of which the mobilization began with the express consent of the consumer before the expiry of the withdrawal period;
 - regarding betting and lotteries.

ARTICLE 9 - PRICE

1. The prices of the products and / or services offered will not be increased during the period of validity as stated in the offer, with the exception of price changes associated with changes in VAT rates.
2. Contrary to what is stated in the previous paragraph, the vendor may offer variable prices for products or services if prices are subject to fluctuations in the financial markets that the supplier has no influence on. This connection to fluctuations and the fact that the stated prices are orientation prices must be stated in the offer.
3. Price increases within 3 months after the conclusion of the agreement is permitted only if they are a consequence of statutory rules or regulations.
4. Price increases from 3 months after the conclusion of the agreement are only allowed if the supplier has specified these and:
 - These are a consequence of statutory rules or regulations; or
 - The consumer is authorized to terminate the agreement on the day when the price increase applies.
4. Prices quoted in the offer regarding products or services are inclusive of VAT.

ARTICLE 10 - CONFORMITY AND WARRANTY

1. The supplier warrants that the products and / or services are in accordance with the agreement, the specifications stated in the offer, the reasonable quality and / or user requirements and the statutory and / or governmental rules applicable on the date of the conclusion of the agreement. If agreed, the supplier also warrants that the product is suitable for purposes other than normal.
2. Any warranty provided by the supplier, the manufacturer or the importer does not affect the legal rights and requirements that the consumer may exercise against the supplier on the basis of the agreement.

ARTICLE 11 - DELIVERY AND IMPLEMENTATION

1. The supplier shall exercise the utmost care in receiving and executing orders for products and in evaluating requests for the provision of services.
2. The address which the consumer has given to the company will be considered as the delivery address.
3. Considering what is stated in this regard in Article 4 of these General Terms and Conditions, the Company will comply with accepted orders at the required rate but no later than 30 days unless a longer delivery period has been agreed. If delivery is delayed or a delivery cannot be made, or only partially, the consumer will receive notice within 30 days of the order being delivered. In that case, the consumer will be entitled to terminate the agreement for free and without compensation for damages.
4. In the event of termination of the agreement in accordance with the previous paragraph, the supplier will refund the amount paid by the consumer as soon as possible but not later than 30 days after the termination.
5. In the event that the delivery of an ordered product proves impossible, the supplier will endeavor to make a replacement product available. The delivery of a replacement product will be communicated clearly and extensively, but no later than at the time of delivery. The right of cancellation cannot be excluded with regard to replacement products. The cost of a return shipment, if applicable, must be borne by the supplier.
6. The risk of damage to and / or loss of products belongs to the supplier until the time of delivery to the consumer or to a representative designated by the consumer and communicated to the supplier in advance, unless expressly agreed otherwise.

ARTICLE 12 - CURRENT RESTRICTIONS: DURATION, CANCELLATION AND EXTENSION

Cancellation

1. The consumer is entitled to cancel an agreement for an indefinite period which relates to regular supplies of products (including electricity) or services, at any time, taking into account the cancellation rules and a notice period of at least one month.
2. The consumer is entitled to cancel a contract concluded for a specified period, which relates to regular supplies of products (including electricity) or services at any time before the end of the specified period, taking into account the agreed cancellation rules and a notice period of at least one month.
3. With respect to the agreements described in the preceding paragraphs, the consumer may:
 - cancel the agreement at any time and cannot be limited to cancellation at any particular time or during a specified period;
 - at least cancel these agreements in the same way as these agreements were concluded;
 - cancel them at any time, subject to the same notice of termination specified by the supplier for himself;

Extension

1. An agreement entered into for a specified period, which concerns the regular supply of products (including electricity) or services, may not be tacitly renewed or renewed for a specified period.
2. Unlike the previous paragraph, an agreement concluded for a certain period of time relating to the regular delivery of newspapers, newsletters, journals and magazines may be renewed for a certain period of not more than three months if the consumer can cancel This renewed agreement by the end of the extension, subject to a notice period of no more than one month.
3. An agreement concluded for a certain period of time and relating to regular delivery of products or services may only be extended for an indefinite period if the consumer is entitled to cancel the agreement at any time subject to a notice period of no more than one month and a notice period of no more than three months in the event that the agreement relates to ordinary, yet with a frequency of less than once a month, delivery of newspapers, newsletters, journals and magazines.
4. An agreement for a limited period regarding regular delivery of newspapers, newsletters, journals and magazines for introductory purposes (trial or introduction subscriptions) will not be tacitly prolonged and will end automatically after the trial or introduction period is over.

Duration

1. If the duration of an agreement exceeds one year, the consumer may cancel the agreement at any time after a period of one year, taking into account a notice period of no more than one month, unless the reasonableness of justice and justice indicates otherwise in respect of a cancellation before expiration of the agreed period.

ARTICLE 13 - PAYMENT

1. Unless otherwise agreed, any receivables from the consumer shall be paid within 14 days after the cancellation period referred to in Article 6, paragraph 1, has commenced. This period will commence when the consumer has received a confirmation of the agreement, in case of a service delivery agreement.
2. In terms of sales of products to consumers, the general terms and conditions must under no circumstances stipulate an advance payment of more than 50%. If prepayments are set, the consumer cannot exercise any rights regarding the execution of the order or service / services before the prepaid payment has been made.
3. The consumer is obliged to inform the supplier immediately of any inaccuracies in the payment information specified.
4. In the event of non-payment by the consumer, the supplier has the right to charge the reasonable costs from the consumer, which was disclosed to the consumer in advance, subject to statutory restrictions.

ARTICLE 14 - COMPLAINT PROCEDURE

1. The Supplier has implemented a complaint procedure that has been appropriately communicated and will handle any complaint in accordance with this appeal procedure.
2. Complaints regarding the performance of the agreement must be submitted to the supplier in a timely and comprehensive manner as soon as the consumer has discovered the defects.
3. Any complaints submitted to the supplier will be answered within a period of 14 days from the date of receipt. If it is expected that a complaint will require a longer period of treatment, the supplier will send a confirmation of receipt within the 14-day period, together with an indication of when the consumer can expect a more comprehensive response.
4. If the complaint cannot be resolved in mutual consultation, this will result in a dispute that is subject to the arbitration rules.

ARTICLE 15 - DISPUTES

1. All agreements between the consumer and the supplier for which these general terms and conditions apply are subject to Danish law only.

ARTICLE 16 - ADDITIONAL OR DEFINITIVE PROVISIONS

1. Any provision that differs from or complements these general terms and conditions may not be detrimental to the consumer and must be determined in writing or in such a way that they can be stored by the consumer on a permanent data medium in an easily accessible manner.

ARTICLE 17 – WEBSITE

1. When you visit karitebeauty.com or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.
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