

TERMS & CONDITIONS

This mobile application and website is operated by Blanc Essentials B.V.. Throughout the app, the terms “we”, “us”, “Blanc” and “our” refer to Blanc Essentials B.V.. Blanc offers this mobile application, including all information, tools and services available from this app to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our app/website and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the app, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our mobile application. By accessing or using any part of the app, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the mobile application or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our mobile application. It is your responsibility to check this page periodically for changes. Your continued use of or access to the mobile application following the posting of any changes constitutes acceptance of those changes.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

1. Product or Service

- 1.1. We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.
- 1.2. You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).
- 1.3. You must not transmit any worms or viruses or any code of a destructive nature.
- 1.4. A breach or violation of any of the Terms will result in an immediate termination of your Services.
- 1.5. You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).
- 1.6. You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

- 1.7. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the mobile application through which the service is provided, without express written permission by us.
- 1.8.
2. Information
 - 2.1. When the customer orders items via the mobile application (hereafter: app) they make an offer to conclude a purchase agreement.
 - 2.2. While we do our utmost to update our app as accurate as possible, we are not responsible if information made available on this app is not accurate, complete or current. The material on this app is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this app is at your own risk.
 - 2.3. Prices for our products are subject to change without notice.
 - 2.4. We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.
3. Order
 - 3.1. We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.
 - 3.2. We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without prior notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this app is void where prohibited.
4. Payment
 - 4.1. As soon as your order is submitted to our mobile application, you will receive a notification e-mail.
5. Shipping & Returns
 - 5.1. Our current shipping and returns conditions can be found at www.blanc-essentials.com/conditions
6. Use of content / press
 - 6.1. All the content found on the website and mobile application of Blanc Essentials including logos, photographs, and videos belong to Blanc Essentials or parties we work with.
 - 6.2. In the case you would like to use some of our content that is on our website or app, like photographs from the mobile application, the blog or anything else, don't hesitate to contact us.
7. Optional tools

- 7.1. We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.
 - 7.2. You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.
 - 7.3. Any use by you of optional tools offered through the app is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).
 - 7.4. We may also, in the future, offer new services and/or features through the mobile application (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.
8. User comments, feedback and other submissions
 - 8.1. If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.
 - 8.2. We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.
 - 8.3. You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related mobile application. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.
 9. Indemnifications
 - 9.1. You agree to indemnify, defend and hold harmless Blanc and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.
 10. Intellectual property
 - 10.1. All intellectual property rights concerning material, including, but not restricted to, source code, products, features, images, brand-logo's, pages, texts, packaging details, etc. belong solely and undisputedly to Blanc Essentials B.V..
 11. Governing Law

11.1. These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of Netherlands

11.2. All disputes (including those considered as such by only one the parties) that arise between parties following the mediation or ensuing legal actions will be trialed by the competent court in the Netherlands

12. Changes of the terms

12.1. You can review the most current version of the Terms of Service at any time at www.blanc-essentials.com/conditions.

12.2. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our mobile application. It is your responsibility to check our mobile application periodically for changes. Your continued use of or access to our mobile application or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.