

Identity of Ana Dyla BV

Ana Dyla BV

Noordzee 1 (no visiting address)

3825 WD Amersfoort | The Netherlands

Phonenumber: +31 6 28 61 32 90 (only accessible during office hours)

E-mailadress: info@anadyla.com

KvK-number: 76894266

VAT number: 860829467B01

1. General

1.1 The General Terms and Conditions of Ana Dyla are valid to all offers, products, orders, agreements and deliveries of Ana Dyla. When you order an item, you agree to these terms and conditions. Read this carefully before you place an order. If you have any questions about these conditions, please contact Ana Dyla at info@anadyla.com.

1.2 Definitions in these conditions:

1. Additional agreement: an agreement whereby the consumer acquires products, digital content and / or services in connection with a distance contract and these goods, digital content and / or services are provided by the entrepreneur or by a third party on the basis of a appointment between that third party and the entrepreneur;

2. Cooling-off period: the period within which the consumer can make use of his right of withdrawal;

3. Consumer: the natural person who does not act for purposes related to his trade, business, craft or professional activities;

4. Day: calendar day;

5. Digital content: data produced and delivered in digital form;

6. Term Agreement: an agreement that extends to the regular delivery of goods, services and / or digital content during a certain period;

7. Durable data carrier: any tool – including e-mail – that enables the consumer or entrepreneur to store information that is addressed to him personally in a way that future consultation or use during a period that is geared to the purpose for which the information is intended, and which allows unaltered reproduction of the stored information;

8. Right of withdrawal: the possibility for the consumer to waive the distance contract within the cooling-off period;

9. Entrepreneur: Ana Dyla

10. Distance contract: an agreement concluded between the entrepreneur and the consumer within the framework of an organized system for distance selling of products, digital content and / or services, whereby up to and including the conclusion of the agreement exclusively or use is made of one or more techniques for distance communication;

11. Model form for withdrawal: the European model form for withdrawal included in Appendix I of these conditions; Annex I does not have to be made available if the consumer has no right of withdrawal in respect of his order;

12. Technology for distance communication: means that can be used for concluding an agreement, without the consumer and entrepreneur having to be in the same room at the same time.

2. Agreement, Order and Offer

2.1 These general terms and conditions apply to every purchase, the agreement is binding at the time you place an order. Ana Dyla processes the order after the payment has been received. Until then, Ana Dyla is the owner of the products.

2.2 As soon as your order has been processed, you will receive a confirmation by e-mail that the payment has been accepted and an e-mail with the details of your order.

2.3 Images and specifications are for indication and can be slightly different from reality. All products are handmade and mainly made of natural materials such as semi-precious stones, wood, shell etc. Sometimes your article can show a little difference in the finishing touch. If a product does not meet your expectations, you can return it (see article 6), but it cannot be a reason to submit a claim.

2.4 All prices of the items are displayed in EURO, include 21% Dutch VAT but exclude any shipping costs.

2.5 From time to time there may be information on the site that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, and availability. We reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice (including after you have submitted your order).

2.6 If an item from your order has gone out of stock, you'll receive a message about this immediately.

2.7 Before the distance contract is concluded, the text of these general terms and conditions will be made available to the consumer. If this is not reasonably possible, the entrepreneur before the distance contract is concluded, indicate how the general terms and conditions at the entrepreneur can be seen and that they will be sent free of charge as soon as possible at the request of the consumer.

2.8 If the distance contract is concluded electronically, by way of derogation from the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions can be made available electronically to the consumer in such a way that the consumers can be easily stored on a durable medium. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general terms and conditions can be consulted electronically and that at the request of the consumer they will be sent free of charge by electronic means or otherwise.

2.9 If an offer is of limited duration or subject to conditions, this will be explicitly stated in the offer.

2.10 Each offer contains such information that it is clear to the consumer what rights and obligations are attached to the acceptance of the offer.

3. Payment and payment methods

3.1 At Ana Dyla you can choose from various secure payment methods: iDeal, PayPal, Credit Card (Visa, Mastercard, American Express). Alternatively, you can also pay via Klarna. In case of payment by bank or giro, the date of payment will be the date of crediting the giro or bank account of Ana Dyla. If the payment term is exceeded, Ana Dyla can decide whether or not the order will be canceled.

3.2 Please note that although the Websites have been carefully compiled, it is possible that the price information on our Websites contains errors. We reserve the right to cancel your purchase in the event of obvious errors.

3.3 All product prices are including 21% VAT and excluding shipping costs.

3.4 Credit card details such as credit card number, expiration date, etc., are automatically transferred via an encrypted and secure system to the payment provider, full credit card details are not visible. If you pay with Visa or Mastercard there is extra protection through special verification methods (Verified by Visa or Mastercard Secure Code).

4. Delivery

4.1 Orders placed and payed before 16:00 on workdays will be send out on the same day. The delivery time depends on the shipping location. The Shipping Costs and Delivery Times are calculated during Check Out, and are available to view on our Shipping, Returns & Exchanges.

4.2 Delivery times:

The Netherlands ± 2 business days.

Belgium & Germany ± 5 business days.

Europe ± 10 business days.

World ± 15 business days.

Our deliveries will be shipped as a mailbox shipping by Post NL with Track & Trace. Shipping is free for all orders above €50,- in The Netherlands.

4.3 Our deliveries outside the Netherlands will be shipped with PostNL with Track and Trace and to receive this shipment a signature is required.

International shipping costs:

Austria	€13,95	Free shipping for orders above €200
Belgium	€12,50	Free shipping for orders above €175
Denmark	€14,95	Free shipping for orders above €200
Finland	€24,50	
France	€13,50	Free shipping for orders above €200
Germany	€12,50	Free shipping for orders above €175
Italy	€16,50	Free shipping for orders above €200

Luxembourg	€11,50	Free shipping for orders above €200
Portugal	€25,00	
United Kingdom	€14,95	Free shipping for orders above €200
Spain	€16,50	Free shipping for orders above €200
Sweden	€14,95	Free shipping for orders above €200
Rest of World	€19,75	

4.4 If you have accidentally entered the wrong delivery address, chose the wrong delivery option or was not home when the courier service delivered the package – and therefore additional costs apply – Ana Dyla is not responsible for these additional shipping costs.

4.5 We always send your order as soon as possible after payment of agreement. Ana Dyla always strives to receive your order within the expected delivery time. When this is not possible for some reason (an article is temporarily out of stock or the courier ceases) we will let you know immediately. This can not be a reason to submit a claim.

4.6 Until the moment of delivery Ana Dyla is responsible for the order. After delivery, the responsibility is transferred to you.

4.7 Please note that the delivery times mentioned above are the expected delivery times. In case the order is not delivered within the expected period, it is not possible to submit a claim. We will always make every effort to ensure that your order arrives on time.

4.8 If an item is sold out it will state "back soon" on our website. This item will be restocked as soon as it arrives from Bali. If you have a particular item in mind that you would like to buy please leave your email in the 'notify me when back in stock' so we can notify you as soon as it is restocked.

5. Trial period

5.1 We love to see our customers happy with their purchase. We advise you to check the quality and the number of products within thirty working days. If something is wrong send an e-mail info@anadyla.com. If Ana Dyla is responsible for a faulty or wrong product delivery we will provide you with a return label. These additional shipping costs are for Ana Dyla's expense.

6. Returns and Exchange

6.1 You can return you order within 30 days after receiving the order and we will refund the money within 14 business days.

The return and exchange of an article is only possible when the article:
is in undamaged state,
is not worn and/or used,

includes the original and undamaged packaging. Ana Dyla reserves the right to refuse returned items.

6.2 In the event of an exchange, the exchange will take place after the original order has been returned to Ana Dyla and has been checked.

Shipping costs for the replacement are to be paid by the customer.

Make sure you include a note with your name, order number, reason of return and IBAN-number.

6.3 Unfortunately returning loose items such as beads, charms etc. is not possible.

6.4 An article bought on sale (from our sale category) can not be exchanged or returned.

6.45 Made-to-order items cannot be returned for a refund, but a gift card with the value of the originally ordered item will be provided to the customer.

6.6 Jewellery that are pre-ordered cannot be returned for a refund, but a gift card with the value of the originally ordered item will be provided to the customer.

6.7 Items that will be returned or exchanged must be sent to:

Ana Dyla

Returns & Exchanges

Noordzee 1

3825 WD Amersfoort / The Netherlands

Do not forget to fill out the Returns Form. Return shipments that do not come with a filled in Returns Form will not be processed.

6.7 When your returned item is received and approved, your refund will be transferred to the payment method you chose to complete the original order. You will receive an email confirmation that the amount will be paid within a few days. Please note that the refund on the credit card always depends on your bank.

6.8 Ana Dyla reserves the right to refuse returns that are not in the same condition as they were when shipped or items that are returned beyond the prescribed period of 30 days after receipt. Ana Dyla has the right to refuse the return and will be sent back to the customer at expense of the customer.

6.9 For exchange you can return the order (article 6.1) and can order the right product on our website. We refund the money as soon as we received the return.

6.10 The costs and responsibility of the return shipment are for the customers account.

6.11 If goods are used, worn, damaged or incomplete, we have the right to refuse the returned items.

6.12 Refunds take place within 14 working days after receipt and control.

7 Guarantee

7.1 After the order delivery Ana Dyla gives a three-month guarantee on the quality of the product. If you are not satisfied with the quality of the product, feel free to send us an email to info@anadyla.com with pictures of the items. The invoice is your guarantee so our advice is to keep it well.

7.2 Ana Dyla will propose a suitable alternative. We will decide if we will repair the item, replace the item or refund your money.

7.3 In the case of a refund, the refund will take place within 14 working days after verification.

7.4 If we repair or replace the item, it can take up to 45 business days.

7.5 The warranty is not applicable if the product has defects caused by improper use, or if you or others have made or attempted to make changes to the product, or if it has been used in a manner for which the item is not intended.

7.6 Ana Dyla jewellery is fine and delicate, which means that it must be handled with care. This guarantee does not apply to the gold plating of the jewellery.

Ana Dyla does not give guarantee for:

- Natural wear and tear
- Stains caused by perfume
- Water/paint damage of (bone) beads
- Parts that give off after contact with water
- Complaints caused by misuse of the parts and/ or jewellery

8. Retail purchases

8.1 If you bought Ana Dyla jewellery in a store the products are property of the relevant store.

8.2 In case you have a complaint within the warranty time we advise you to contact the relevant store. A proof of purchase is required to handle your complaint.

9. Copyright

9.1 All photos and images used by Ana Dyla are protected by copyright. Without written permission from us, photographs and images may not be reproduced and used in public.

10. Disputes

10.1 Dutch law applies to all legal relationships between the Ana Dyla and the opposing party.

11. Complaints procedure

11.1 You can address complaints about products, policies, handling, processing, privacy or anything else to Ana Dyla at all times. Complaints must be sent in writing to:

Ana Dyla

Noordzee 1

3825 WD Amersfoort / The Netherlands

11.2 As soon as your complaint has been received, Ana Dyla will attempt to respond substantively to the complaint within 14 days. If this fails, Ana Dyla will confirm within 14 days that the complaint has been received and give an indication when a substantive response will follow.

11.3 If the complaint can not be resolved by mutual agreement, a dispute arises that is susceptible to the dispute settlement.

11.4 The consumer must give the entrepreneur at least 4 weeks time to resolve the complaint in mutual consultation. After this period, a dispute arises that is susceptible to the dispute resolution.

12 Change Conditions

Ana Dyla is entitled to change these Terms and Conditions. Amendments to these terms and conditions shall only take effect after they have been published, on the understanding that in the case of applicable changes during the term of an offer the most favorable provision for the consumer will prevail.

13 Disclaimer gemstones

Products & information sold or provided by *Ana Dyla* are specially designed to enhance the user's own energy. Our jewellery and healing crystals are empowered by the user's own personal intentions to change or improve themselves. As an energy enhancer, *Ana Dyla* jewellery and gemstones rely on the user to be effective. The responsibility for empowering the energy enhancing capability of the jewellery and crystals by *Ana Dyla* is solely with the user. Therefore, *Ana Dyla* do not constitute a warranty, guarantee or prediction regarding the outcome of an individual using any specific product. While all our products are sold and advertised in good faith, results and outcomes do vary and cannot be guaranteed. *Ana Dyla* accepts no responsibility or liability for the effectiveness of the products sold herein. We, at *Ana Dyla*, are not doctors and cannot give out medical advice. Healing crystals should be used as a complement to other therapies and not as a replacement for medical treatment, diagnosis, or examination. For medical advice, please consult a licensed healthcare specialist.

When you purchase and/or use an *Ana Dyla* product, you agree to fully release, indemnify, and hold harmless, *Ana Dyla*, its principals, owners, personal representatives, consultants, employees and assigns from any claim or liability whatsoever and for any damage or injury, personal, financial, emotional, psychological or otherwise, which you may incur arising at any time out of or in relation to your use of the Products sold on this website. If any court of law rules that any part of the Disclaimer is invalid, the Disclaimer stands as if those parts were struck out.

We at *Ana Dyla* have your best intentions at heart. We sincerely hope that each of our users has a positive and insightful experience with our Products. If you have any questions regarding the above, please do not hesitate to reach out.

'Healing' is a general non-medical term used throughout this website to describe one of the beneficial and energetic properties of natural gemstones. All properties attributed to the gemstones sold on this website are based on ancient folklore and traditional uses. All 'healing' or 'energy' jewellery sold on this website is created with the intent to assist with the increase or balancing of subtle energy vibrations within the body. The

products and information found on this website are **NOT** intended to diagnose, treat or prevent any disease, nor replace professional medical advice.

The information contained in the website is for general information purposes only. While we strive to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

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These Terms and Conditions have been last updated and become effective on 02-01-2020

**Annex I:
Model form for returns**

— TO
Ana Dyla
Noordzee 1
3825 WD Amersfoort | Nederland
Info@anadyla.com

— I / We (*) share / share (*) hereby inform you that I / we (*) revoke / revoke our agreement regarding the sale of the following goods / delivery of the next service (*) (*):

— Ordered on (DD-MM-YYYY): — Ordernumberr:

— Received on (DD-MM-YYYY):

— Name consumer

— Adress consumer:

— IBAN Bankaccount:

— Signature of consumer (s) (only when this form is submitted on paper)

— Date(DD-MM-YYYY):

— Reason return**:

(*) Scratch what is not applicable.

(**) Specification of reason is not mandatory, we appreciate it enormously.