



Terms And Conditions

The Terms of Service below regulate the use of FitQueen webshop and the sales carried out on the FitQueen webshop localized on web address www.fitqueens.nl

1 Definitions

- 1.1 **Company:** Fit Queen with its registered office located at Ammunitionehaven 351, 2511 XL in The Hague in The Netherlands.
- 1.2 **Consumer:** the natural person not acting in the exercise of a profession or business, who enters into a distance contract with Fit Queen.
- 1.3 **Terms of Service:** terms, conditions and notices for the use of FitQueen Webshop
- 1.4 **Website:** www.fitqueens.nl
- 1.5 **Day:** calendar day
- 1.6 **Linked Sites:** links to sites other than Website
- 1.7 **Force majeure:** an event or effect that cannot be reasonably anticipated or controlled that makes it impossible for Fit Queen to fulfill the agreement.

2 The company's identity

This website and webshop is owned and operated by Fit Queen.

Company name:	Fit Queen
Address:	Ammunitiehaven 351 2511XL Den Haag The Netherlands
Phone number:	+31(0)6-16274694
Contact:	info@fitqueens.nl
KvK-number:	61243051
VAT number:	NL590958112B0

3 General

Access to and use of this Website and the products and services available through this Website are subject to the following terms, conditions and notices. By using the services of Fit Queen, you are agreeing to all of the Terms of Service, as may be updated by us from time to time. You should check this page regularly to take notice of any changes we may have made to these terms. Fit Queen has the right in its absolute discretion at any time and without notice to amend, remove or vary Terms of Service and/or any page of this Website. Fit Queen cannot guarantee that the content of the site is always free of inaccuracies and typographical errors. Neither can we guarantee that all information is up to date.

Linked Sites

This Website may contain links to other websites, which are not operated by Fit Queen. Fit Queen has no control over the Linked Sites and accepts no responsibility for them or for any loss or damage that may arise from your use of them. Your use of the Linked Sites will be subject to the terms of use and service contained within each such site.

Privacy Policy

Our privacy policy, which sets out how we will use your information, can be found at the Privacy Statement. By using this Website, you consent to the processing described therein and warrant that all data provided by you is accurate.

Prohibitions

You must not misuse this Website. You will not: commit or encourage a criminal offense; transmit or distribute a virus, trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene; hack into any aspect of the Service; corrupt data; cause annoyance to other users; infringe upon the rights of any other person's proprietary rights; send any unsolicited advertising or promotional material, commonly referred to as "spam"; or attempt to affect the performance or functionality of any computer facilities of or accessed through this Website. Breaching this provision would constitute a criminal offense and Fit Queen will report any such breach to the relevant law enforcement authorities and disclose your identity to them.

Applicability

Dutch law applies exclusively to all agreements concluded subject to these terms.

4. Disclaimer of liability

Fit Queen will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this Website or to your downloading of any material posted on it, or on any website linked to it.

You also agree to indemnify, defend and hold harmless Fit Queen, its directors, officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages and/or costs (including, but not limited to, legal fees) arising from your use this Website or your breach of the Terms of Service.

5 Terms of Sale

In order to contract with Fit Queen you must be over 18 years. Fit Queen retains the right to refuse any request made by you.

By placing an order you are offering to purchase a product or service on and subject to the following terms and conditions. Fit Queen retains the right to cancel an order if the information for a product is incomplete or incorrect. In this case, you will be contacted per e-mail shortly after your purchase. Fit Queen cannot guarantee that all the products shown are available at time of placing the order. All orders are subject to availability.

Customer will be contacted by e-mail if the product no longer available.

Dispatch times may vary according to availability and are subject to any delays resulting from postal delays or force majeure for which we will not be held accountable. In the event of force majeure, Fit Queen is entitled to dissolve the agreement between FitQueen and Customer.

An agreement between Fit Queen and Customer is formed from the moment the payment has been received. Customer will be informed by email if the order is accepted. Only the items listed in this confirmation e-mail will be included in the agreement formed. Where a agreement is made with a third party, Fit Queen is not acting as either agent or principal and the agreement is made between yourself and that third party and

will be subject to the terms of sale which they supply Costumer. When placing an order Costumer undertakes that all details provided to us are true and accurate and that there are sufficient funds to cover the cost of the goods. The cost of foreign products and services may fluctuate. All prices advertised are subject to such changes.

6. Currencies

Fit Queen cannot be held responsible for any currency changes or currency exchange rates any bank may have when exchanging the EUR into any other currency.

7 Prices

Payments are accepted in EUR, USD and NAF. We advise Costumer to contact Fit Queen first if another currency is preferred.

All prices on FitQueen webshop are stated in EUR, USD and NAF. The price of each product is stated excluding shipping costs but inclusive of the Dutch rate of VAT (21%) and all import taxes within the EU.

Price changes

Fit Queen reserves the right to change prices of products.

Whilst we try and ensure that all details, descriptions and prices which appear on this Website are accurate, errors may occur. If we discover an error in the price of any goods which you have ordered we will inform you of this as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you we will treat the order as cancelled. If you cancel and you have already paid for the items, you will receive a full refund.

Delivery costs will be charged in addition; such additional charges are clearly displayed where applicable and included in the 'Total Cost'.

8 Payment

Fit Queen accept payments via iDEAL (in the Netherlands), PayPal and bank transfer. The order will be confirmed by an automatically generated message sent to your e-mail.

9 Order and shipping confirmation

9.1 The following shipping charges will be added to the order:

Within The Netherlands 6.95 EUR, USA 27.50 USD, Curaçao no charges.

For other countries not mentioned, please send us an email with your order enquiry.

9.2 No shipping charges for online coaching

9.3 You will receive an order confirmation by e-mail shortly after placing your order.

9.4 The items are delivered by PostNL. After the order has been dispatched, you will receive a tracking number by e-mail. With the help of your tracking number information you can track your package at the postnl website www.postnl.nl or www.internationalparceltracking.com for shippings outside the EU.

9.5 Delivery time commences as soon as FitQueen has received payment from the customer.

9.6 All orders are dispatched within 1-3 working days after receipt of payment.

9.7 The package will be delivered to the address you have stated as your delivery address.

Delivery time

9.8 Fit Queen aims to dispatch goods as quickly as possible. Under normal circumstances Dutch orders will be delivered within 1-2 workdays from the day you received the shipping confirmation.

9.9 International orders will be delivered within 5-10 workdays from the day you received the shipping confirmation.

10. Returns policy

Items can be returned within 14 days after the order has been received, without having to state any reasons. It is not possible to return an item if it has been opened or used.

When returning the item, Customer is responsible for paying the shipping charges.

Items bought in sale are non refundable.

When your item is damaged when you receive it, please send an e-mail to

support@fitqueens.nl with pictures of the damaged good. Fit Queen will send you a new item without costs.

11. Intellectual property

Intellectual Property, Software and Content

The intellectual property rights in all software and content (including photographic images) made available to you on or through this Website remains the property of Fit Queen and are protected by copyright laws and treaties around the world. All such rights are reserved Fit Queen. You may store, print and display the content supplied solely for your own personal use. You are not permitted to publish, manipulate, distribute or otherwise reproduce, in any format, any of the content or copies of the content supplied to you or which appears on this Website nor may you use any such content in connection with any business or commercial enterprise.

12. Complaints

We operate a complaints handling procedure which we will use to try to resolve disputes when they first arise, please let us know if you have any complaints or comments by sending an e-mail to support@fitqueens.nl

13. Intellectual property

The above Terms of Service constitute the entire agreement of the parties and supersede any and all preceding and contemporaneous agreements between Customer and Fit Queen.

14. Invalidity

If any part of the Terms of Service is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of the Terms of Service will not be affected all other clauses remaining in full force and effect. So far as possible where any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining part valid, the clause shall be interpreted accordingly. Alternatively, you agree that the clause shall be rectified and interpreted in such a way that closely resembles the original meaning of the clause /sub-clause as is permitted by law.