

GENERAL TERMS AND CONDITIONS - UAE

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ARTICLE 1 – DEFINITION

In these terms and conditions, the following definitions apply:

Additional agreement:	an agreement whereby the Buyer acquires products, in connection with a contract and these items are supplied by the Seller or by a third party on the basis of an agreement between the third party and the Seller;
Contract:	the purchase agreement between vidaXL and the Buyer for the purchase of goods after said purchase was confirmed by vidaXL as described in the present Terms and Conditions;
Contract:	the natural or legal person who does not act in the exercise of a profession or business and who enters into a distance selling contract with the Seller (hereinafter referred to as “Buyer”);
Day:	Business day;

Durable data carrier:	any tool - including e-mail - that enables the Buyer or Seller to store information that is personally addressed to him in a way that future consultation or use during a period that is tailored to the purpose for which the information is intended and which allows unaltered reproduction of the stored information;
Offer:	refers to the display of goods by vidaXL on vidaXL.ae;
Order:	refers to request from a Buyer to purchase a product displayed on vidaXL.ae which orders are subject to vidaXL's acceptance to have a legal force;
Right of cancellation:	the option for the Buyer to cancel the purchase of some articles and which is further explained on the dedicated page the distance selling contract within the cancellation period;
Right of cancellation period:	the period within which the Buyer can make use of his right to cancel your order;
Seller:	the legal person who offers products and/or services to Buyers at a distance (later referred to as 'vidaXL' or 'Seller');
Telecommunication scheme:	any method that can be used for concluding an agreement, without the Buyer and Seller meeting simultaneously.

ARTICLE 2 – APPLICABILITY/SCOPE

2.1 These general terms and conditions apply to every product displayed for offer by vidaXL through the www.vidaXL.ae and to every contract concluded between vidaXL and the Buyer.

2.2 Prior to conclusion of the contract, the present general terms and conditions are made available to the Buyer on vidaXL.ae and they can be downloaded free of charge and saved by the Buyer on a durable medium for future reference.

2.3 In the event that specific conditions apply in addition to these general terms and conditions, the Buyer can always invoke the applicable provision that is most favorable to him in the event of conflicting conditions.

2.4 In order for Buyers to be eligible to place an order, they shall meet the following requirements:

- be older than 18 years old
- provide a delivery address in the United Arab Emirates
- provide a valid email and cellphone number.

ARTICLE 3 – THE OFFER

3.1 If an offer has a limited period of validity or is subject to conditions, this will be expressly stated in the offer.

3.2 The offer contains a complete and accurate description of the products offered. The description is sufficiently detailed to allow the Buyer to properly assess the offer. vidaXL uses best efforts to display images which are a true representation of the products offered. Obvious mistakes or errors in the offer are not binding on vidaXL. Despite the vidaXL's best efforts, any photos displayed on the website are for illustrative purposes and some minor discrepancies may appear. In order to obtain an accurate description of any products and details, the Buyer is advised to thoroughly read the description.

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

ARTICLE 4 – THE AGREEMENT

4.1 An order from a Buyer is a proposal to purchase the product subject to this order. If the Buyer orders multiple products, each product should constitute an independent proposal to purchase._

4.2 The Buyer acknowledges having been informed that his/her order may not be modified once placed and that such modification at a later stage may incur additional costs.

4.3 vidaXL will confirm the acceptance of the order by email. No agreement shall be deemed to exist prior to said confirmation being received. Despite vidaXL's best effort to fulfil the orders, vidaXL reserves the right to cancel an accepted order at its own discretion and will refund said order accordingly.

4.4 vidaXL will take appropriate technical and organizational measures to secure the electronic transfer of data and ensure a safe web environment. vidaXL will observe appropriate security measures for electronic payments.

4.5 To the extent authorized by law and required by due diligence, vidaXL reserves the right to gather information on the Buyer's creditworthiness/solvency as well as any other substantial information necessary to ensure the appropriate fulfillment of the contractual obligations. If, based on this investigation, vidaXL has good reasons not to enter into the agreement, vidaXL reserves the right to either refuse an order or to attach special conditions to the execution.

4.6 At the latest upon delivery of the product to the Buyer, vidaXL will make the following information available, either in writing or in such a way that this information can be stored by the Buyer on a durable medium:

- vidaXL's address;
- the conditions under which and the manner in which the Buyer can make use of the right of cancellation;
- the information about warranties and existing after-sales service;
- the price including all taxes of the product;
- to the extent applicable, the costs of delivery;
- the method of payment, delivery or performance of the contract.

ARTICLE 5 – PRICE

5.1 During the period of validity stated in the offer, the prices of the products offered will not be increased, except for price changes resulting from changes in tax rates.

5.2 Without prejudice to the previous paragraph, vidaXL reserves the right to offer products whose prices are subject to fluctuations and over which vidaXL has no influence.

5.3 The prices stated in the offer of products or services include VAT, import tax and delivery costs. They are, however, exclusive of any assembly fees which service is not offered by vidaXL.

ARTICLE 6 – PAYMENT

6.1 Insofar as not provided otherwise in the agreement or additional terms and conditions, the amounts owed by the Buyer must be paid at the time of placing the order. The Buyer acknowledges that collection of the complete payment does not amount to acceptance of the order by the Seller which order may still be subject to cancellation by vidaXL.

6.2 The Buyer has the obligation to immediately report inaccuracies in the payment details provided or stated to vidaXL.

6.3 The payment will be made to and collected by another vidaXL company located in the Netherlands for and on behalf of vidaXL DWC-LLC as an authorized payee.

6.4 The payment methods offered on vidaXL.ae are the following:

6.4.1 Credit cards: Visa/Mastercard

Provided acceptance of the present Terms and Conditions, when paying for any orders, Buyers will be redirected to a secured payment gateway page. When paying for an order, the Buyer will have to provide a card number, expiry date and CVV number. The Buyer will then be redirected to its bank's page where further information may be required depending on the applicable terms of the Buyer's bank. Once all information is provided, Buyers will be redirected to the payment confirmation page.

6.4.2 Payment at delivery:

If you chose to pay your order at delivery, the following applies:

- The maximum amount which may be paid using payment at delivery is capped. Further information may be found [here](#);
- Payment at delivery is only available to deliveries in the United Arab Emirates;
- When choosing to pay at delivery, payment options will be explained during the checkout process. More information may be found [here](#);
- Only one payment method per order will be accepted. If you choose to pay at delivery, the entire amount of your order should be paid at delivery;
- Payment at delivery in cash will only be accepted in the local currency (United Arab Emirates Dirhams), as displayed in the checkout process;
- When paying cash at delivery, you will be requested to keep the exact change available at the time of delivery;
- Refunds, where applicable, will only be issued using a bank account. No refunds will be issued in cash;
- Additional fee for payment at delivery may be charged at delivery.

6.4 No other payment method is currently offered on vidaXL.ae.

6.5 vidaXL will not bear any responsibility for any additional fees imposed by the Buyer's bank.

ARTICLE 7 – DELIVERY AND PERFORMANCE

7.1 The place of delivery is the address that the Buyer has made known to vidaXL and which must be located in the United Arab Emirates. In some instances, the delivery may not be available in all Emirates and said availabilities are provided to Buyers in the checkout process. The Buyer is responsible for the accuracy of information the Buyer provided.

7.2 With due observance of what is stated in article 4 of these general terms and conditions, vidaXL will execute accepted orders expeditiously but at the latest within 30 days, unless a different delivery period has been agreed. If the delivery is delayed, or if an order cannot or only partially be executed, the Buyer will be notified of this no later than 30 days after he has placed the order. In that case, the Buyer has the right to dissolve the agreement without costs.

7.3 After dissolution in accordance with the previous paragraph, vidaXL will refund the amount that the Buyer has paid.

7.4 The risk of damage and/or loss of products rests with vidaXL until the moment of delivery to the Buyer or a representative designated in advance and made known to vidaXL unless expressly agreed otherwise.

ARTICLE 8 – ORDER CANCELLATION

8.1 To the exclusion of the list of goods provided in article 8.10, buyers can ask for an exchange or a refund of the Products they purchased within 14 days following receipt of the products. In order to benefit from this right, the Products should be returned in the original packaging. More information can be found on the dedicated page.

8.2 This right to return will only be granted following the below conditions:

- The Buyer handles the product and the packaging with care. The Buyer will only unpack the product and inspect the Product to the extent necessary to determine the nature, characteristics and functioning of the product. The Buyer may only handle and inspect the product as allowed to in a store;
- The Buyer will be liable for any depreciation of the product resulting from a breach of the above referred requirement.

8.3 In order to make use of his right of cancellation, the Buyer should contact vidaXL's customer service through one of the provided means of contact.

8.4 The Buyer will be responsible for making the product available for collection as described in the Cancellation and Return Policy and agreed upon with vidaXL's Customer Service.

8.5 The Buyer returns the product with all accessories supplied, if reasonably possible in its original condition and packaging, and in accordance with the reasonable and clear instructions provided by vidaXL.

8.6 The risk and the burden of proof for the correct and timely exercise of the right of cancellation lies with the Buyer.

8.7 Unless otherwise agreed upon between the Buyer and the seller, the Buyer bears the direct costs of returning the product.

8.8 vidaXL will reimburse all payments from the Buyer, including any delivery costs charged by vidaXL for the returned product, without delay following the day on which the Buyer notifies vidaXL of the wish to cancel the order. Unless vidaXL offers to collect the product himself, vidaXL reserves the right to postpone the refund until receipt of the product or until the Buyer demonstrates that he has adequately returned the product, whichever is earlier.

8.9 vidaXL uses the same payment method that the Buyer has used for reimbursement, unless the Buyer agrees to or requests a different method. The refund is free of charge for the Buyer.

8.10 Notwithstanding the above clauses, the following articles will not be exchangeable or refundable in application of the return policy:

- Assembled products;
- Products which price depends on fluctuations of the market;
- Personalized goods;
- Goods with a short shelf-life;
- Sealed goods not suitable for return due to health reason (mattresses, sofas, etc.);
- Goods which are integrated to other products after delivery;
- Contracts concluded on a public auction.

ARTICLE 9 – COMPLIANCE WITH THE AGREEMENT AND GUARANTEE

9.1 vidaXL guarantees that the products and/or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or usability and the legal provisions existing on the date of the conclusion of the agreement and /or government regulations.

9.2 In accordance with Federal Law 15/2020, consumers are entitled to a guarantee starting from the date the goods are received.

9.3 Without prejudice to any applicable law and where a product would not comply with the terms of the purchase contract within the 24 months, vidaXL reserves the right to choose to repair the product, exchange the product, offer a partial refund or a full refund provided prior return of said product.

9.4 Any right to a guarantee is excluded in cases of misuse, negligence, lack of maintenance or repairs by a third party without vidaXL's prior authorization. The guarantee shall also be discarded with regards to normal wear and tear of the good, accident or case of force majeure as defined under Emirati Law.

ARTICLE 10 – COMPLAINTS PROCEDURE

10.1 Where applicable, the Buyer may submit any complaint by contacting the company using the following contact details:

- by e-mail: webservice.en@vidaxl.ae,
- by chat,
- By phone at 9718000321197

10.2 In the event of a dispute between vidaXL and the Buyer, the Parties expressly undertake to seek an amicable solution before initiating any other procedure.

10.3 Complaints about the implementation of the agreement must be submitted fully and clearly described to vidaXL within a reasonable time after the Buyer has discovered the defects but no later than 2 months following the discovery.

ARTICLE 11 – SECURITY

11.1 vidaXL will make its best efforts to provide a safe website to all visitors free of any viruses.

11.2 The website's visitor the website will be liable to ensure the confidentiality of its credentials for login in and shall not attempt to affect the website's safety.

ARTICLE 12 – DATA PROTECTION

12.1 vidaXL is bound by the Federal Decree-Law No. 45 of 2021 on the Protection of Personal Data, as well as any other applicable law, granting protection to Personal Data of Buyers or Visitors. For more information about the collection, processing and other uses made of Buyer's data, please refer to the Privacy Policy.

ARTICLE 13 – INTELLECTUAL PROPERTY

13.1 The content of the website www.vidaXL.ae is the property of vidaXL and its partners and is protected by Emirati laws relating to intellectual property. Any total or partial reproduction of this content is strictly prohibited and is liable to constitute an offense of counterfeiting.

13.2 The Buyer or visitor shall refrain from any reproduction or use of said studies, drawings, models and prototypes, etc., without the express, written and prior authorization of the Seller.

ARTICLE 14 – APPLICABLE LAW AND COMPETENT JURISDICTION

14.1 Emirati law applies to agreements between vidaXL and the Buyer to which these general terms and conditions apply.

14.2 The competent jurisdiction shall be the Court of Dubai.

ARTICLE 15 – AMENDMENT OF THE GENERAL TERMS AND CONDITIONS AND THE SERVICES

15.1 vidaXL reserves the right to amend the present Terms and Conditions and will post the latest version on vidaXL.is.

15.2 Changes to these terms and conditions will only take effect after they have been published in an appropriate manner, on the understanding that the provisions applicable to an order are the ones which were in force at the time of purchase by the Buyer.

15.3 The Buyer is entitled to request vidaXL to provide him with the applicable Terms and Conditions.

15.4 vidaXL reserves the right to temporarily or permanently stop providing the services and goods offered through the website. vidaXL cannot be held liable for discontinuing any service or good provided.

ARTICLE 16 – INFORMATION

16.1 Under Federal Law 15/2020 on consumer protection, consumers are protected by the following rights, amongst others:

- To be provided with an appropriate and safe environment when purchasing a commodity or receiving a service;
- Obtaining correct information about the goods purchased or used;
- Be informed of their rights
- Be able to choose the most appropriate product for his needs
- Ensure that his right to data privacy and security is respected
- Its religious values, customs and traditions to be respected

ARTICLE 17 – IDENTITY OF THE SELLER

Name of Seller: vidaXL DWC-LLC

Business & visiting address: 3rd floor, Dubai South Trade Center

Telephone number: 9718000321197

E-mail address: webservice.en@vidaxl.ae