

TERMS AND CONDITIONS (October 2017)

Article 1: Applicability

1. The following terms and conditions apply to all offers and all agreements concluded by the company KKAMI through its websites www.kkami.nl, www.kfashion.kkami.nl and by e-mail.
2. KKAMI operates the websites www.kkami.nl and www.kfashion.kkami.nl.

Article 2: Product Offer

1. The pictures on www.kkami.nl and www.kfashion.kkami.nl are a realistic representation of the offered products. Only the colors and hand-made items can look slightly different from the pictures.
2. Products on www.kfashion.kkami.nl may have a different brand name on the clothing tag than is indicated on the website.
3. KKAMI cannot be held accountable for obvious errors in the pricing or shipping rates on www.kkami.nl and www.kfashion.kkami.nl.
4. You may only use the pictures and logos on www.kkami.nl and www.kfashion.kkami.nl with KKAMI's permission. All copyrights remain with KKAMI.
5. It is not allowed to copy nor have third parties produce products that KKAMI is offering. When KKAMI discovers you are in violation of this, you will be fined € 50,000.- per violation.

Article 3: Order Requirements

1. KKAMI only sells to businesses and therefore not to individuals.
2. You can only order at www.kkami.nl and www.kfashion.kkami.nl when you accept these Terms and Conditions.
3. You must order at least a total of € 500.00 of one brand or a combination of brands.
4. For the women brands on www.kfashion.kkami.nl you need to order at least a total of €100.00 per desired brand.
5. For clothing and shoes you are required to order a minimum of 3 different sizes for each color that you want to order. For clothing that comes in 1 or 2 sizes you are required to order every available size. This requirement does not apply to socks, decorations, toys, and accessories.

Article 4: Ordering

1. You can only order online at www.kkami.nl and www.kfashion.kkami.nl.
2. Your order will be final when you click 'Place order' on the checkout page or successfully complete your credit card, debit card or PayPal payment.

Article 5: Payment

1. You need to pay 100% in advance.
2. KKAMI needs to receive your payment within 7 calendar days after you complete your order online.
3. All prices and the payable amount do not include Value Added Taxes (VAT) or other taxes.
4. All payments need to be in Euros or US dollars.
5. You may pay by bank transfer, credit card, debit card or PayPal account.
6. To pay with credit card, debit card or PayPal you need to use services provided by PayPal. For PayPal's terms and conditions please visit their website www.PayPal.com. For this payment method KKAMI charges you an additional fee of 3.4% of your order total including shipping.
7. To pay by bank transfer you need to transfer the payable amount in Euros or US dollars to a Korean bank account selected by KKAMI. KKAMI will inform you of the bank account details by e-mail after you place your order.
8. When you do not pay on time, you will have to pay interest to KKAMI over the unpaid amount. KKAMI is not obligated to remind you of your payment obligation and does not need to inform you of your failure to pay. KKAMI will charge you 1.5% per month, starting from the moment your payment term ends and ending when KKAMI receives the full amount of the invoice. In this context part of a calendar month will be counted as a full calendar month.
9. When KKAMI needs to make expenses to collect the unpaid amount after the payment term ends (for example when using a collection agency), those expenses will be charged to you. You will also pay interest on that amount.

Article 6: Shipping

1. Your order will only be shipped after the full payable amount has been received. Until that time ownership of the goods remains with KKAMI.
2. Your order will be shipped from South Korea by the transporter you select to the address you indicated on your order.
3. KKAMI cannot be held responsible for any delivery delays and you will not receive any compensation in case of a delay.
4. The shipping cost will be charged to you in advance. The shipping costs for the transporter of your choice are indicated on the checkout page.
5. The goods will be shipped at your risk and without insurance, unless you timely request KKAMI to arrange insurance at your expense.
6. You will have to pay VAT and any applicable duty and taxes to the transporter or your local authorities.
7. KKAMI is not responsible for errors made by the customs authorities or transporter and will not compensate you for any associated cost such as wrongfully applied duty or higher taxes. You need to contact the customs authorities or transporter directly to request a correction.
8. The transporter will charge you, for any shipments they transport for you, a disbursement fee for amounts paid or processed on your behalf and may also charge you additionally for its customs brokerage services. Contact the transporter's customer service in your country for more details on these fees.
9. In the case that the transporter is unable to deliver a package due to an incorrect address entered by you, your refusal to pay the transporter, multiple failed attempts to reach the customer at point of delivery, or otherwise, KKAMI is not responsible for any cost associated with storage in warehouses, return shipping to Korea, and/or re-shipping to you. In cases such as these, you are responsible and will be charged for all costs associated with a failed delivery.

Article 7: Cancellation, Changes and Returns

1. KKAMI has the right to refuse your order, for example when KKAMI feels that your shop does not fit with the image of its brands. KKAMI can refuse your order even after you already completed your payment, in which case you will be fully refunded.
2. KKAMI may cancel your order when you do not meet your (full) obligations. You then need to compensate KKAMI for expenses made and missed income.
3. KKAMI may lower or cancel your order when it is (partially) unavailable. In this case KKAMI will inform you of this by e-mail as soon as possible. You will receive a corrected invoice when your order is lowered.
4. You will receive no compensation for damages or costs when your order is canceled or lowered. When you already paid the original invoice, you will receive a refund for the part of your order that is unavailable.
5. You are only allowed to cancel or change parts of your order that have not yet started processing, are on backorder or are otherwise temporarily unavailable. On your account page you can see the order fulfillment status for each product in your order. KKAMI will refund you for canceled products but might not always be able to refund you for the shipping cost associated with those products.
6. You may add products to your order at any time. You will be required to pay for these products and any increase in the shipping cost associated with the order change.
7. Reports of complaints with regard to delivered products shall be sent to KKAMI within 7 days after you received the products. You need to provide KKAMI with clear and detailed photos to support your complaint. KKAMI will issue a full refund for products that are the wrong size, color or design. KKAMI will issue a full refund for products that are clearly defective or otherwise unsuitable for reselling. KKAMI might ask you to return the refunded products in which case KKAMI will pay for the return shipping cost. In no other instance are you allowed to return products to KKAMI.

Article 8: Disputes

1. All agreements with KKAMI are exclusively subject to Korean law.
2. Disputes will be settled by a competent Korean court in any city of KKAMI's choice.

The most recent version of the Terms and Conditions can be found at: www.kkami.nl/terms-and-conditions/