

# Terms and Conditions - v3

Fine Fellows Onlineshop

25-07-2022

## General terms and conditions

We are very pleased that you are interested in our offer at the Fine Fellows online shop. Before making a purchase in our online shop, you must observe the following terms and conditions, which you accept with your purchase.

### Table of contents:

- Article 1 - Definitions
- Article 2 - Identity of the entrepreneur
- Article 3 - Applicability
- Article 4 - The offer
- Article 5 - The Agreement
- Article 6 - Right of withdrawal
- Article 7 - Costs in case of withdrawal
- Article 8 - Exclusion of the right of withdrawal
- Article 9 - The price
- Article 10 - Conformity and warranty
- Article 11 - Delivery and execution
- Article 12 - Payment
- Article 13 - Complaints procedure
- Article 14 - Disputes
- Article 15 - Additional or different provisions

### Article 1 - Definitions

In these terms and conditions the following terms shall have the following meanings

1. Reflection period: the period within which the consumer can exercise his right of withdrawal;
2. Consumer: the natural person who is not acting in the exercise of a profession or business and enters into a distance contract with the entrepreneur;
3. Day: calendar day;
4. Duration transaction: a distance contract relating to a series of products, the delivery and/or purchase obligation of which is spread over a period of time;
5. Durable medium: any means that enables the consumer or entrepreneur to store information addressed to him personally in a way that allows future consultation and unaltered reproduction of the stored information.
6. Right of withdrawal: the possibility for the consumer to withdraw from the distance contract within the withdrawal period;
7. Entrepreneur: the natural or legal person who offers products at a distance to consumers;
8. Distance contract: an agreement whereby, within the framework of a system organized by the trader for distance selling of products up to and including the agreement is exclusively used one or more means of distance communication;
9. Technique for distance communication: means that can be used for concluding a contract, without the consumer and trader being in the same room at the same time.
10. General Conditions: the present General Conditions of the entrepreneur.

### Article 2 - Identity of the entrepreneur

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### Article 3 - Applicability

1. These general conditions apply to every offer from the entrepreneur and to every distance contract and orders made between entrepreneur and consumer.
2. Before the distance contract is concluded, the text of these general conditions is made available to the consumer. If this is not reasonably possible, it will be indicated before the distance contract is concluded that the general terms and conditions can be viewed at the entrepreneur's and they will be sent free of charge to the consumer as soon as possible at the consumer's request.
3. If the distance contract is concluded electronically, notwithstanding the previous paragraph and before the distance contract is concluded, the text of these terms and conditions are made available to the consumer electronically in such a way that the consumer can easily store them on a durable medium. If this is not reasonably possible, it will be indicated before the distance contract is concluded where the general conditions can be read electronically and that they will be sent to the consumer electronically or otherwise free of charge at the consumer's request.
4. In the case that in addition to these general conditions also specific product or service conditions apply, the second and third paragraphs shall apply accordingly and the consumer can always invoke the applicable provision that is most favorable to him in the event of conflicting general conditions.
5. If one or more provisions in these general terms and conditions are at any time wholly or partially invalid or are nullified, then the agreement and these terms and conditions for the rest shall remain in force and the provision concerned shall be replaced immediately in mutual consultation by a provision that approximates the purport of the original as much as possible.
6. Situations not regulated in these general terms and conditions should be assessed 'in the spirit' of these general terms and conditions.
7. Any ambiguities regarding the interpretation or content of one or more provisions of our terms and conditions should be interpreted 'in the spirit' of these general terms and conditions.

### Article 4 - The offer

1. If an offer has a limited period of validity or is made subject to conditions, this will be explicitly stated in the offer.
2. The offer is without obligation. The entrepreneur is entitled to change and adapt the offer.
3. The offer contains a complete and accurate description of the products offered. The description is sufficiently

detailed to enable a proper assessment of the offer by the consumer. If the entrepreneur uses images, these are a true representation of the products offered. Obvious mistakes or obvious errors in the offer do not bind the entrepreneur.

4. All images, specifications data in the offer are indicative and may not give rise to compensation or dissolution of the agreement.

5. Images accompanying products are a true representation of the products offered. The entrepreneur cannot guarantee that the colours displayed correspond exactly with the real colours of the products.

6. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to the acceptance of the offer. This concerns in particular:

- the price including taxes;
  - any shipping costs;
  - the way in which the agreement will be concluded and which actions are necessary for this;
  - the applicability or otherwise of the right of withdrawal;
  - the method of payment, delivery and execution of the agreement;
  - the period for acceptance of the offer, or the period within which the entrepreneur has to pay the price, or the period within which the offer is accepted;
  - Whether the agreement after the conclusion is archived, and if so how it can be viewed by the consumer;
  - the way in which the consumer, before concluding the contract, the data provided by him within the framework of the contract can check and if desired recover;
  - any other languages in which, in addition to Dutch, the agreement can be concluded;
  - the codes of conduct to which the trader has submitted and the way in which the consumer can consult these codes of conduct electronically; and
  - the minimum duration of the distance contract in the event of a long-term transaction.
- Optional: available sizes, colours, types of materials.

#### Article 5 - The agreement

1. The agreement is concluded, subject to the provisions of paragraph 4, at the moment of acceptance by the consumer of the offer and compliance with the conditions thereby set.

2. If the consumer has accepted the offer electronically, the trader will immediately confirm receipt of acceptance of the offer electronically. As long as the receipt of this acceptance is not confirmed by the entrepreneur, the consumer can dissolve the contract.

3. If the contract is concluded electronically, the trader will take appropriate technical and organizational measures to secure the electronic transfer of data and ensure a secure web environment. If the consumer can pay electronically, the entrepreneur will take appropriate security measures.

4. The entrepreneur can - within legal frameworks - to inform the consumer whether the consumer can meet his payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the distance contract. If, on the basis of this investigation, the entrepreneur has good reasons not to enter into the agreement, he is entitled to refuse an order or request, stating reasons, or to attach special conditions to the execution.

5. The trader will send the consumer the following information with the product, in writing or in such a way that the consumer can store it in an accessible manner on a durable medium:

- a. the address of the business location where the consumer can lodge complaints;
- b. the conditions under which and the way in which the consumer can exercise the right of withdrawal, or a clear statement regarding being excluded from the right of withdrawal;
- c. the information on guarantees and existing after-sales service;
- d. the data included in article 4 paragraph 3 of these conditions, unless the entrepreneur has already provided the consumer with these data before the execution of the contract;
- e. the requirements for terminating the contract if the contract has a duration of more than one year or is of indefinite duration.

6. In the case of a long-term transaction, the provision in the previous paragraph applies only to the first delivery.

7. Every agreement shall be entered into under the suspensive conditions of sufficient availability of the products concerned.

#### Article 6 - Right of withdrawal

On delivery of products:

1. When purchasing products, the consumer has the option to terminate the contract without giving any reason to dissolve during 14 days. This reflection period commences on the day after receipt of the product by the consumer or a pre-designated by the consumer and the entrepreneur announced representative.

2. During the cooling-off period, the consumer will handle the product and its packaging with care. He will only unpack or use the product to the extent necessary to assess whether he wishes to keep the product. If he exercises his right of withdrawal, he will return the product with all delivered accessories and - if reasonably possible - in its original condition and packaging to the Entrepreneur, in accordance with the Entrepreneur's reasonable and clear instructions.

3. If the consumer wishes to exercise his right of withdrawal, he is obliged to inform the trader within 14 days after receipt of the product. The consumer must make it known by means of the model form. After the consumer has made known to want to use his right of withdrawal, the customer must return the product within 14 days to send. The consumer must prove that the delivered goods are returned on time, for example, by means of a proof of shipment.

4. If the customer after the expiry of the periods mentioned in paragraphs 2 and 3 has not made known to want to use his right of withdrawal or the product has not returned to the entrepreneur, the purchase is a fact.

In case of provision of services:

5. To exercise his right of withdrawal, the consumer will follow the reasonable and clear instructions provided by the trader in the offer and/or at the latest upon delivery.

#### Article 7 - Costs in case of withdrawal

1. If the consumer exercises his right of withdrawal, he shall bear the costs of returning the goods at the most.

2. If the consumer has paid an amount for a product, the entrepreneur will refund this amount as soon as possible, but no later than 14 days after withdrawal. Repayment will be made via the same payment method used by the consumer unless the consumer expressly authorizes another payment method.

3. In case of damage to the product by careless handling by the consumer himself, the consumer is liable for any depreciation of the product.

4. The consumer cannot be held liable for depreciation of the product when the entrepreneur has not provided all legally required information about the right of withdrawal, this should be done before the conclusion of the purchase agreement.

#### Article 8 - Exclusion of the right of withdrawal

1. The entrepreneur can exclude the consumer's right of withdrawal for products as described in paragraphs 2 and 3. The exclusion of the right of withdrawal only applies if the trader has clearly stated this in the offer, at least in good time before the conclusion of the contract.
2. Exclusion of the right of withdrawal is only possible for products:
  - a. which are made by the entrepreneur in accordance with specifications of the consumer;
  - b. the price of which is subject to fluctuations in the financial market over which the entrepreneur has no influence;
3. Exclusion of the right of withdrawal is only possible for services: the delivery of which has started with the consumer's explicit consent before the withdrawal period has expired.

#### Article 9 - The price

1. The prices mentioned in the product range include VAT.
2. All prices are subject to printing and typesetting errors. No liability is accepted for the consequences of printing and typesetting errors. In case of printing and typesetting errors, the entrepreneur is not obliged to deliver the product at the wrong price.

#### Article 10 - Conformity and Warranty

1. The entrepreneur guarantees that the products meet the agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or usefulness and the legal provisions and/or government regulations existing on the date of the conclusion of the agreement. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.
2. Any defects or incorrectly delivered products must be reported to the entrepreneur in writing within 4 weeks after delivery. Return of the products must be in the original packaging and in new condition.
3. The guarantee does not apply if:
  - The consumer has repaired and/or processed the delivered products himself or has had them repaired and/or processed by third parties;
  - The products delivered are exposed to abnormal circumstances or are otherwise treated carelessly or in conflict with the instructions of the entrepreneur and/or are treated on the packaging;
  - The defect is wholly or partly the result of regulations that the government has or will have imposed with regard to the nature or quality of the materials used.

#### Article 11 - Delivery and execution

1. The entrepreneur will take the greatest possible care when receiving and in the execution of orders of products.
2. The place of delivery is the address that the consumer has made known to the company.
3. Subject to what is stated in paragraph 4 of this article, the company will execute accepted orders expeditiously but no later than 30 days, unless the consumer has agreed to a longer delivery period. If the delivery is delayed, or if an order is not or only partially carried out, the consumer will be informed no later than 30 days after he placed the order. In that case, the consumer has the right to terminate the contract without penalty. The consumer is not entitled to compensation.
4. All delivery times are indicative. The consumer cannot derive any rights from any of the terms mentioned. Exceeding a period does not entitle the consumer to compensation.
5. In case of dissolution in accordance with paragraph 3 of this article, the entrepreneur will refund the amount paid by the consumer as soon as possible, but no later than 14 days after dissolution.
6. If delivery of an ordered product proves impossible, the trader will make every effort to make a replacement article available. No later than the delivery will be clear and comprehensible manner reported that a replacement article is delivered. For replacement items, the right of withdrawal can not be excluded. The costs of any return shipment are borne by the entrepreneur.
7. The risk of damage and/or loss of products rests with the trader until the moment of delivery to the consumer or a pre-designated and the trader announced representative, unless expressly agreed otherwise.

#### Article 12 - Payment

1. Unless otherwise agreed, the amounts due by the consumer must be paid within 7 working days after the start of the withdrawal period as referred to in article 6 paragraph.
2. The consumer has the duty to immediately report any inaccuracies in the payment details provided or stated to the entrepreneur.
3. In the event of non-payment by the consumer, the entrepreneur has the right, subject to legal restrictions, to charge the consumer reasonable costs made known in advance.

#### Article 13 - Complaints procedure

1. Complaints about the implementation of the agreement must be fully and clearly described and submitted to the entrepreneur within 7 days after the consumer has discovered the defects.
2. Complaints submitted to the entrepreneur will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the trader will respond within the period of 14 days with a notice of receipt and an indication when the consumer can expect a more detailed answer.
3. If the complaint cannot be resolved in mutual consultation, a dispute arises that is subject to the dispute resolution.
4. In case of complaints, a consumer should first turn to the entrepreneur. The submission of a dispute to a disputes committee involves costs that must be paid by the consumer to the relevant committee. It is also possible to submit complaints via the European ODR platform (<http://ec.europa.eu/odr>).
6. A complaint does not suspend the obligations of the entrepreneur, unless the entrepreneur indicates otherwise in writing.
7. If a complaint is found to be well-founded by the trader, the trader will, at its discretion, replace or repair the products supplied free of charge.

#### Article 14 - Disputes

1. Contracts between the entrepreneur and the consumer to which these general conditions apply are governed exclusively by Dutch law. Even if the consumer lives abroad.
2. The Vienna Sales Convention does not apply.

#### Article 15 - Additional or different provisions

Additional or different provisions of these terms and conditions may not be to the detriment of the consumer and must be recorded in writing or in such a way that the consumer in an accessible manner can be stored on a durable medium.