

Terms and Conditions - v2

Cat's Cauldron

21-02-2020

General Terms and Conditions Cat's Cauldron

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Article 1 - Definitions

In these Terms and Conditions the following definitions are applicable:

1. Consideration time: the term during which the consumer can execute the right of withdrawal.
2. Consumer: the natural person not dealing on behalf of a company or profession and who comes to a distance agreement with the entrepreneur.
3. Day: calendar day
4. A length transaction: a distance agreement related to a series of products and services of which the delivery obligation and the purchasing are spread over a period of time.
5. Durable Medium: any instrument which enables the recipient or the entrepreneur to store information addressed personally to them in a way accessible to future reference for a period of time adequate to the purpose of the information and which allows the unchanged reproduction of the information stored.
6. Right of Withdrawal: the possibility for the consumer to terminate the distance agreement within the consideration term.
7. Model form: the model form for withdrawal that the entrepreneur makes available that a consumer can fill in when he wants to make use of his right of withdrawal.
8. Entrepreneur: the natural person or corporation who offers distance products to consumers.
9. Distance Agreement: an agreement based on a corporate organized system of distance sales of products and services including the closing of an agreement using one or more techniques of distant communication.
10. Technique of distant Communication: a means that can be used to close an agreement without the consumer and the entrepreneur have gathered together in the same place and at the same time.
11. General Terms and Conditions: the present General Terms and Conditions of the entrepreneur.

Article 2- Corporate Identity/Entrepreneur

Name of entrepreneur: De Kattenketel

Business address: De Weide 14, 3993 DV Houten, Netherlands

Telephone number: +31 6 21130770. Accessible from Monday to Friday from 10 a.m. to 4 p.m.

Email address: info@catscauldron.com

Chamber of Commerce number: 74399101

VAT identification number: NL002237612B26

Article 3- Relevance

1. These general terms and conditions apply to any offer of the entrepreneur and to every finalized distance agreement between entrepreneur and consumer.
2. Before the distance agreement is concluded, the text of these general terms and conditions is made available to the consumer. If this is not reasonably possible, before the distance agreement is concluded, it will be indicated that the general terms and conditions can be viewed at the entrepreneur and they will be sent free of charge as soon as possible at the request of the consumer.
3. If the distance agreement is concluded electronically, notwithstanding the previous article and before the distance agreement is concluded, the text of these general terms and conditions can be made available electronically to the consumer in such a way that the text can be saved in a simple way on a durable medium. If this is not reasonably

possible, it will be indicated before the distance agreement is concluded where the general terms and conditions can be read electronically and that they will be sent electronically or otherwise at the request of the consumer free of charge.

4. In the event that besides these general terms and conditions, specific product and service conditions are also applicable, the second and third article are mutatis mutandis and in case of conflicting terms and conditions the consumer can appeal on the relevant terms and conditions which are the most favorable for the consumer.
5. If at any time one or more provisions of these general terms and conditions are wholly or partially invalid or become void, the rest of the agreement and these terms and conditions will remain in force and the provision in question will be replaced without delay by a provision that approached the scope of the original as much as possible.
6. Situations that are not regulated in these terms and conditions must be assessed "in the spirit" of these terms and conditions.
7. Uncertainties about the interpretation or content of one or more provisions of our terms and conditions must be explained "in the spirit" of these terms and conditions.

Article 4 - Offer

1. If an offer has a limited duration or is subject to conditions, this will be explicitly stated in the offer.
2. The offer is without obligation. The entrepreneur is entitled to change and adjust the offer.
3. The offer contains a complete and accurate description of the products and / or services 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 and / or services offered. Obvious mistakes or errors in the offer do not bind the entrepreneur.
4. All images, specifications, data in the offer are indicative and cannot give rise to compensation or termination of the agreement.
5. Images of products are a true representation of the products offered. Entrepreneur cannot guarantee that the displayed colors exactly match the real colors of the products.
6. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to accepting the offer. This concerns in particular:
 - the price including taxes;
 - the possible costs of shipment;
 - the manner in which the agreement will be concluded and which actions are required for this;
 - whether or not the right of withdrawal is applicable;
 - the method of payment, delivery and execution of the agreement;
 - the period for accepting the offer, or the period within which the entrepreneur guarantees the price;
 - the level of the rate for distance communication if the costs of using the technique for distance communication are calculated on a basis other than the regular basic rate for the means of communication used;
 - whether the agreement is archived after its conclusion, and if so how the consumer can consult it;
 - the manner in which the consumer, before concluding the agreement, can check and if necessary also restore the information provided by him under the agreement;
 - any other languages in which, in addition to Dutch, the agreement can be concluded;
 - the codes of conduct to which the entrepreneur is subject and the way in which the consumer can consult these codes of conduct electronically;
 - the minimum duration of the distance agreement in the event of a length transaction.
- Optional: available sizes, colors, type of materials.

Article 5 - Agreement

1. The agreement is finalized, subject to the provisions of paragraph 4, at the moment the consumer accepts the offer and meets the conditions.
2. If the consumer has accepted the offer electronically, the entrepreneur immediately confirms electronically that he has received the acceptance of the offer. As long as the entrepreneur has not confirmed receipt of this acceptance, the consumer can terminate the agreement.
3. If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to secure the electronic transfer of data and he will ensure a safe web environment. If the consumer can pay electronically, the entrepreneur will observe the appropriate security measures.
4. The entrepreneur can notify or check, within the legal framework, if the consumer can meet his payment obligations, and also check all important facts and factors that are needed to finalize a sound distance agreement. If the entrepreneur based on research, has good reasons not to conclude the agreement then he is entitled to motivate and to refuse an order/ request or he can connect special conditions to the execution of the offer.
5. The entrepreneur shall send the following information with the products or services to the consumer, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable medium:
 - a. the address of the company for the consumer to file complaints;
 - b. the conditions and the way in which the consumer can exercise the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
 - c. the information about guarantees and existing service after purchase;

- d. the information mentioned in article 4 paragraph 3 of these terms and conditions, unless the entrepreneur has already provided this information to the consumer prior to the execution of the agreement;
 - e. the requirements for canceling the agreement if the agreement has a duration of more than one year or is of indefinite duration.
6. In the case of a length transaction, the provision in the previous paragraph applies only to the first delivery.
 7. Each agreement is entered into under the condition of sufficient availability of the products concerned.

Article 6- Right of Withdrawal

When delivering products:

1. After purchasing products, the consumer has the possibility to disband the agreement without giving reasons during 14 days. This consideration time starts on the day following receipt of the product by the consumer or a pre-designated representative of the consumer made known to the entrepreneur.
2. During the consideration time, the consumer shall treat the product and the packaging with care. He shall unpack or use the product only 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 accessories supplied and in the original condition and packaging to the entrepreneur, in accordance with the reasonable and clear instructions provided by the entrepreneur.
3. If the consumer wishes to exercise his right of withdrawal, he is obliged to make this known to the entrepreneur within 14 days of receiving the product. The consumer must make this known using the model form. After the consumer has indicated that he wants to make use of his right of withdrawal, the customer must return the product within 14 days. The consumer must prove that the goods delivered were returned on time, for example by means of proof of shipment.
4. If after expiry of the periods referred to in paragraphs 2 and 3, the customer has not indicated that he wishes to exercise his right of withdrawal or if the product has not been returned to the entrepreneur, the purchase is a fact.

When delivering services:

1. Upon delivery of services, the consumer has the option of dissolving the agreement without giving any reason during at least 14 days, starting on the day of entering into the agreement.
2. To exercise his right of withdrawal, the consumer must comply with the reasonable and clear instructions provided by the entrepreneur with the offer and / or at the latest upon delivery.

Article 7- Withdrawal Costs

1. If the consumer exercises his right of withdrawal, he will have to pay no more than the costs of returning the product.
2. If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible, but no later than within 14 days after cancellation. This is subject to the condition that the product has already been received back by the entrepreneur or conclusive proof of completed return can be submitted.
3. In the event of damage to the product due to improper handling by the consumer himself, the consumer is liable for any reduction of the value of the product.
4. The consumer cannot be held liable for a reduction in value of the product if the entrepreneur has not provided all legally required information about the right of withdrawal, which must be done before the conclusion of the purchase agreement.

Article 8- Exclusion 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 entrepreneur has clearly stated this, at least in time before the conclusion of the agreement.
2. Exclusion of the right of withdrawal is only possible for products:
 - a. that have been established by the entrepreneur according to the consumer's specifications;
 - b. that are clearly personal in nature;
 - c. that cannot be returned due to their nature;
 - d. that can spoil or age quickly;
 - e. whose price is bound to fluctuations in the financial market over which the entrepreneur has no influence;
 - f. for individual newspapers and magazines;
 - g. for audio and video recordings and computer software of which the consumer has broken the seal;
 - h. for hygienic products of which the consumer has broken the seal.
3. Exclusion of the right of withdrawal is only possible for services:
 - a. concerning lodging, transport, restaurants or to spend leisure on a certain date or during a certain period;
 - b. whose delivery has begun with the express consent of the consumer before the consideration period has expired;
 - c. concerning betting and lotteries.

Article 9- Pricing

1. During the validity period stated in the offer, the prices of the products and / or services offered are not increased, except for price changes due to changing VAT rates.

2. Contrary to the previous paragraph, the entrepreneur can offer products or services with variable prices that are subject to fluctuations in the financial market and over which the entrepreneur has no influence. This link to fluctuations and the fact that any stated prices are target prices are stated in the offer.
3. Price increases within 3 months after the conclusion of the agreement are permitted only if they are the result of legal regulations or provisions.
4. Price increases from 3 months after the conclusion of the agreement are permitted only if the entrepreneur has stipulated this and:
 - a. they are the result of legal regulations or provisions; or
 - b. the consumer has the competence to cancel the agreement from the day on which the price increase takes effect.
5. The prices stated in the offer include VAT.
6. All prices are subject to printing and typing errors. No liability is accepted for the consequences of printing and typing errors. In the case of printing and typing errors, the entrepreneur is not obliged to deliver the product at the wrong price.

Article 10- Conformity and Guarantees

1. The entrepreneur 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.
 - a. Use of products: the products of Cat's Cauldron are for decorative use only. All products, including products in the Potions category, are fantasy products that are exclusively intended for decoration and are not suitable for consumption. All potions are provided with a sticker with this warning: `Decorative use only. Not suitable for consumption`. The use of the products in accordance with the decorative purpose is the responsibility of the consumer. Pins and some other items may contain sharp and / or small parts that could endanger children. It is the responsibility of the consumer to keep these products out of reach of children. The entrepreneur is not liable for incorrect use of the products.
2. A guarantee provided by the entrepreneur, manufacturer or importer does not affect the legal rights and claims that the consumer can put forward against the entrepreneur on the basis of the agreement.
3. Any defects or incorrectly delivered products must be reported in writing to the entrepreneur within 4 weeks of delivery. Return of the products must be in the original packaging and in new condition.
4. The guarantee period of the entrepreneur corresponds to the factory guarantee period. However, the entrepreneur is never responsible for the ultimate suitability of the products for each individual application by the consumer, nor for any advice regarding the use or application of the products.
5. The warranty does not apply if:
 - a. the consumer has repaired and / or modified the delivered products himself or had them repaired and / or modified by third parties;
 - b. the delivered products are exposed to abnormal circumstances or are otherwise treated carelessly or contrary to the instructions of the entrepreneur and / or on the packaging;
 - c. the defectiveness is wholly or partly the result of regulations that the government has or will set with regard to the nature or quality of the materials used.

Article 11- Delivery and Execution

1. The entrepreneur will take the utmost care when receiving and executing orders for products and when assessing applications for services.
2. The place of delivery is the address that the consumer has made known to the entrepreneur.
3. Taking into account what is stated about this in paragraph 4 of this article, the entrepreneur shall execute accepted orders with due speed but at the latest within 30 days, unless the consumer has agreed to a longer delivery period. If the delivery is delayed, or if an order cannot or only partially be executed, the consumer will be notified of this no later than 30 days after he has placed the order. In that case, the consumer has the right to terminate the agreement without costs. The consumer is not entitled to compensation.
4. All delivery times are indicative. The consumer cannot derive any rights from any specified periods. Exceeding a term does not entitle the consumer to compensation.
5. In the event of termination 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 within 14 days after termination.
6. If delivery of an ordered product appears to be impossible, the entrepreneur will endeavor to make a replacement product available. At the latest upon delivery, it will be stated in a clear and comprehensible manner that a replacement product will be delivered. For replacement products the right of withdrawal cannot be excluded. The costs of a possible return shipment are at the expense of the entrepreneur.
7. The risk of damage and / or loss of products rests with the entrepreneur until the moment of delivery to the consumer or a pre-designated representative of the consumer made known to the entrepreneur, unless explicitly agreed otherwise.

Article 12- Length transactions: duration, termination and extension Cancellation

1. The consumer can at all times terminate an agreement that has been entered into for an indefinite period and that extends to the regular delivery of products (electricity included) or services with due observance of the agreed termination rules and a cancellation period of one month at most.
2. The consumer can at all times terminate an agreement that has been entered into for a definite period and that extends to the regular delivery of products (electricity included) or services with due observance of the agreed termination rules and a cancellation period of one month at most.
3. The consumer can the agreements mentioned in the previous paragraphs:
 - cancel at any time and is not limited to cancellation at a specific time or in a specific period;
 - cancel at least in the same way as they are entered into by him;
 - always cancel with the same cancellation period as the entrepreneur has stipulated for himself.

Extension

4. An agreement that has been entered into for a definite time and that extends to the regular delivery of products (electricity included) or services, may not automatically be extended or renewed for a fixed duration.
5. Notwithstanding the previous paragraph, an agreement that has been entered into for a definite time and that extends to the regular delivery of daily and weekly newspapers and magazines may be extended automatically for a specified duration of a maximum of three months, if the consumer can terminate this extended agreement by the end of the extension period with a notice period of at most one month.
6. An agreement that has been entered into for a fixed period and that extends to the regular delivery of products or services may only be extended automatically for an indefinite period if the consumer may cancel at any time with a notice period of at most one month and a notice period of a maximum of three months if the agreement extends to the regular, but less than once a month, delivery of daily and weekly newspapers and magazines.
7. An agreement with a limited duration for the regular delivery of daily and weekly newspapers and magazines (trial or introductory subscription) is not automatically continued and ends automatically after the trial or introductory period.

Duration

8. If an agreement has a duration of more than one year, the consumer may cancel the agreement at any time after one year with a cancellation period of at most one month, unless reasonableness and fairness are opposed to cancellation before the end of the agreed duration.

Article-13 Payments

1. Unless otherwise agreed, the amounts owed by the consumer must be paid within 7 working days after entering the consideration time as referred to in Article 6 paragraph 1. In the case of an agreement to provide a service the consideration time starts after the consumer has received the confirmation of the agreement.
2. The consumer has the duty to immediately notify the entrepreneur about inaccuracies in the payment details provided or stated to the entrepreneur.
3. In the event of a default on the part of the consumer, the entrepreneur has the right, subject to legal restrictions, to charge the consumer reasonable costs which are made known to the consumer in advance.

Article 14- Complaints

1. The entrepreneur features a sufficiently publicized complaints procedure and handles the complaint according to this complaints procedure.
2. Complaints about the execution of the agreement must be fully and clearly described and submitted to the entrepreneur within 7 days, after the consumer has found the defects.
3. 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 entrepreneur will respond within a period of 14 days with a message of receipt and an indication when the consumer can expect a more detailed answer.
4. If the complaint cannot be resolved by mutual agreement, then there is a dispute that is subject to the dispute settlement procedure.
5. In the event of complaints, a consumer must first of all turn to the entrepreneur. It is also possible to report 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 justified by the entrepreneur, the entrepreneur has the option to either replace or repair the delivered products free of charge.

Article 15- Disputes

1. Dutch law exclusively applies to agreements between the entrepreneur and the consumer to which these general terms and conditions apply. Even if the consumer is living abroad.
2. The Vienna Sales Convention does not apply.

Article 16- Additional and Different Provisions

Additional or different provisions compared to the general terms and conditions may not be to the disadvantage of

the consumer and must be recorded in writing in such a way that the consumer can save these in an accessible way on a durable medium.