

## Terms and conditions Atelier Neeltje Geurtsen

### Article 1 - Definitions

These terms and conditions include:

1. **Additional agreement:** An agreement in which the consumer acquires products, digital content and/or services in connection with a remote agreement and these matters, digital content and/or services are provided by the entrepreneur or third parties on the basis of an agreement between that third party and the entrepreneur;
2. **Reflection period:** The term in which the customer can use his right of withdrawal;
3. **Customer:** The natural person who does not act for purposes that are related to his commercial, business, craft or professional activity;
4. **Day:** Calendar day;
5. **Digital content:** Data that is produced and delivered in digital form;
6. **Continuing performance agreement:** An agreement aimed to the regular delivery of good and services and/or digital content during a certain period;
7. **Sustainable data carrier:** Any tool – including email – that lets the consumer or entrepreneur store information that is directed to him personally in a manner that allows future consultation or use during a period which the information is intended for and allows unchanged reproduction of the stored information;
8. **Right of withdrawal:** The possibility for the consumer to refrain from the distance agreement within the conceivable period;
9. **Entrepreneur:** The natural or legal person who offers product, (access to) digital content and/or remote services to consumers;
10. **Distance contract:** an agreement to be concluded within the framework of an organized system for distance selling of goods, digital content and / or services, up to and including the conclusion of the contract made solely or partly use between the trader and the consumer is one or more means of distance communication;
11. **Model withdrawal form:** the European model withdrawal form set out in Appendix I of these conditions. Annex I need not be made available to the consumers in respect of the order has no right of withdrawal;
12. **Technology for distance communication:** A means to be used for concluding an agreement without the Customer and Atelier Neeltje Geurtsen being together in the same place at the same time.

### Article 2 – Identity of the entrepreneur

Atelier Neeltje Geurtsen Klarendalseweg 1  
6822 GA, Arnhem info@neeltjegeurtsen.com tel 06 348 92 266

KVK 55842550  
BTWnummer NL147814960B01

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### **Article 3 – Applicability**

1. These General Terms and Conditions apply to any offer from Atelier Neeltje Geurtsen and to any distance agreement concluded by Atelier Neeltje Geurtsen and the customer.
2. Before concluding a distance agreement, Atelier Neeltje Geurtsen shall make the text of these General Terms and Conditions available free of charge and as soon as possible. If this is reasonably impossible, Atelier Neeltje Geurtsen shall indicate in what way the General Terms and Conditions can be inspected and that they will be sent free of charge if so requested, before the distant agreement is concluded.
3. In the event that besides these general conditions also specific product or service conditions apply, the second and third paragraph shall apply and the consumer in case of conflicting terms always rely on the applicable provision that is most favorable to him.

### **Article 4 – The offer**

1. If an offer has a limited duration or subject to conditions, this will be explicitly stated in the offer.
2. The offer contains a complete and accurate description of the offered products, digital content and/or services. The description is sufficiently detailed to allow a proper assessment of the offer by the customer. If the contractor uses these images are a truthful representation of the products, services and/or digital content. Obvious mistakes or errors in the offer binding on Atelier Neeltje Geurtsen. In addition we offer – and prefer for the handmade products – that the consumer reviews and retrieves these products in the shop of Atelier Neeltje Geurtsen.
3. Each offer contains such information that is clear to the customer what rights and obligations are involved in accepting the offer.

### **Article 5 – The agreement**

1. The agreement is concluded at the time of the customer accepts the offer and meet the corresponding conditions.
2. Atelier Neeltje Geurtsen can within the law - inform the customer's ability to meet its payment obligations, and of all those facts and factors that are important to a sound conclusion of the distance contract. If the operator under this investigation was justified not to enter into the agreement, he is entitled to refuse an order or request or to attach special conditions to the implementation.

### **Article 6 – Right of withdrawal**

*For products:*

1. The customer may conclude an agreement regarding the purchase of a product during a cooling-off period of 14 days without giving dissolve reasons. Atelier Neeltje Geurtsen may ask the customer about the reason for withdrawal, but does not commit to stating his reason(s).

*In services and digital content which is not supplied on a tangible medium:*

1. The customer has a service contract and a contract for the supply of digital content which is not supplied on a tangible medium dissolve for at least 14 days without giving any reason. The operator may ask the customer about the reason for withdrawal, but does not commit to stating his reason(s).
2. The customer loses the right of withdrawal with service agreements in the case of objects made on request (and/or interpreted by Atelier Neeltje Geurtsen), which are not prefabricated

and/or manufactured on the basis of an individual choice or decision of the customer, or which are clearly intended for a specific person.

#### **Article 7 – Obligations of the customer during the time of reflection**

1. During this period, the customer shall handle the product and the packaging with care. He must return the product in the same condition as it was received i.e. it must be complete, undamaged and in the original, unopened packaging. The guiding principle is that the customer may only handle and inspect the product in the manner in which one is allowed to handle a product in a shop.
2. The customer is only liable for the decrease in value of the product that is caused by the way of handling the product which went further than allowed in sub-section 1.

#### **Article 8 – Exercise the Customer's right of withdrawal and the costs**

1. If the customer exercises his right of withdrawal he shall notify Atelier Neeltje Geurtsen unambiguously with the standard form for withdrawal within the period of reflection.
2. The customer shall return the product or deliver it to (the authorized representative of) Atelier Neeltje Geurtsen as soon as possible but within 14 days counting from the day following the notification referred to in sub-clause 1. This need not be done if Atelier Neeltje Geurtsen has offered to collect the product. The customer observed the period of returning the product in any event if the product is returned before the expiration of the period of reflection.
3. The customer shall send back the product with all accessories, if reasonably possible in original condition and packaging, and in accordance with the reasonable and clear instructions provided by Atelier Neeltje Geurtsen.
4. The risk and the burden of proof for the correct and timely exercise of the right of withdrawal on the customer.
5. The customer must bear the direct cost of returning the product. If Atelier Neeltje Geurtsen has not notified the customer has to bear them or if the operator indicates to bear the costs themselves, customers do not bear the return shipping costs.
6. If the customer exercises his right of withdrawal, all additional agreements end by operation of law.

#### **Article 9 - Atelier Neeltje Geurtsen's obligations in case of withdrawal**

1. If Atelier Neeltje Geurtsen makes the notification of withdrawal by electronic means possible, we shall promptly send a return receipt.
2. Atelier Neeltje Geurtsen reimburses all payments received from the customer, including delivery costs borne by the Atelier Neeltje Geurtsen to deliver goods to the customer, as soon as possible but within 14 days following the day on which the customer notified him of the withdrawal. Unless Atelier Neeltje Geurtsen offers to collect the product, the atelier can wait with paying back until having received the product or until the customer proved that he returned the product, whichever occurs first.
3. Atelier Neeltje Geurtsen shall make use of the same means of payment that the customer used, unless the customer consents to another method. The reimbursement is free of charge for the customer.
4. If the customer opted for a more expensive method of delivery instead of the cheapest standard delivery, Atelier Neeltje Geurtsen need not reimburse the additional costs for the more expensive method.

## **Article 10 – The price**

1. The prices of the products provided shall not be raised during the validity period given in the offer, subject to changes in price due to changes in VAT rates.
2. Contrary to the previous paragraph, Atelier Neeltje Geurtsen may offer products or services whose prices are subject to fluctuations in the financial market that are beyond Atelier Neeltje Geurtsen's control, at variable prices. The offer will state the possibility of being subject to fluctuations and the fact that any indicated prices are target prices.
3. Price increases within 3 months after concluding the contract are permitted only if they are the result of new legislation.
4. Price increases from 3 months after concluding the contract are permitted only if Atelier Neeltje Geurtsen has stipulated it and
  - a. they are the result of legal regulations or stipulations, or
  - b. the customer has the authority to cancel the contract before the day on which the price increase starts.
5. All prices indicated in the provision of products or services are including VAT.

## **Article 11 – Performance of an agreement and extra guarantee**

1. Atelier Neeltje Geurtsen guarantees that the products comply with the agreement, with the specifications listed in the offer, with reasonable requirements of usability and/or reliability and with the existing statutory provisions and/or government regulations on the day the agreement was concluded. With in mind that the products of Atelier Neeltje Geurtsen include handmade, unique and antique/old products and objects, with corresponding deviations, damaging/wear and tear which are reasonably supposed.
2. An extra guarantee offered by Atelier Neeltje geurtsen, the supplier, manufacturer or importer shall never affect the rights and claims the customer may exercise against Atelier Neeltje Geurtsen about a failure in the fulfillment of Atelier Neeltje Geurtsen's obligations if Atelier Neeltje Geurtsen has failed in the fulfillment of his part of the agreement.
3. 'Extra guarantee' is taken to mean each obligation by Atelier Neeltje Geurtsen, the supplier, importer or manufacturer in whom he assigns certain rights or claims to the customer that go further than he is legally required in case he fails in the compliance with his part of the agreement.

## **Article 12 – Delivery and execution**

1. Atelier Neeltje Geurtsen shall exercise the best possible care when booking orders and executing product orders.
2. The place of delivery is at the address given by the customer to Atelier Neeltje Geurtsen.
3. With due observance of the stipulations in Article 4 of these General Terms and Conditions, Atelier Neeltje Geurtsen shall execute accepted orders with convenient speed but at least within 30 days, unless another delivery period was agreed on. If the delivery has been delayed, or if an order cannot be filled or can be filled only partially, the customer shall be informed about this within 30 days after ordering. In such cases, the customer is entitled to repudiate the agreement free of charge and with the right to possible compensation.
4. After repudiation in conformity with the preceding paragraph, Atelier Neeltje Geurtsen shall return the payment made by the customer promptly.

## **Artikel 13 – Continuing performance agreements: duration, termination and renewal**

### *Termination:*

1. The customer may at all times terminate an agreement that was concluded for an indefinite time and which extends to the regular delivery of products with due observance of the termination rules and subject to not more than one month's notice.
2. The customer may at all times terminate a agreement that was concluded for a specific time and which extends to the regular delivery of products at the end of the specific period, with due observance of the termination rules and a subject to not more than one month's notice.
3. The customer can cancel the agreements mentioned in the preceding paragraphs:
  - at any time and not be limited to termination at a particular time or in a given period;
  - at least in the same way as they were concluded by him;
  - at all times with the same notice as Hy-land stipulated for himself.

### *Extension:*

4. An agreement concluded for a definite period, which extends to the regular delivery of products may not be automatically extended or renewed for a fixed period.
5. An agreement concluded for a definite period and which extends to the regular delivery of products may only be extended tacitly for an indefinite period if the customer can cancel it at any time with a notice of one month.

### *Duration:*

6. If the duration of an agreement is more than one year, the customer may terminate the agreement at any time after one year with a notice of not more than one month, unless reasonableness and fairness resist the termination before the end of the agreed term.

## **Article 14 – Payment**

1. The customer has the duty to inform Atelier Neeltje Geurtsen promptly of possible inaccuracies in the payment details that were given or specified.
2. In case the customer has not complied with his payment obligation(s) in time, and Atelier Neeltje geurtsen has pointed out to him that the payment was late and allowed the customer a period of 14 days to comply with the payment obligations, the customer is to pay the statutory interest on the amount payable and Atelier Neeltje Geurtsen is entitled to charge the customer with any extrajudicial collection costs. These extrajudicial collection costs amount to no more than 15% for outstanding amounts up to € 2,500, 10% for the following € 2,500 and 5% for the following € 5000, with a minimum of € 40. Atelier Neeltje Geurtsen may deviate from the aforementioned amounts and percentages in favour of the customer.
3. Unless otherwise specified in the agreement or additional terms, the amounts owed by the consumer must be paid to Atelier Neeltje Geurtsen for delivery. In the event of an agreement to provide a service, this term will commence on the day after the consumer has received the confirmation of the agreement.

## **Article 15 – Complaints procedure**

1. Atelier Neeltje Geurtsen has a sufficiently notified complaints procedure in place, and shall handle a complaint in accordance with this complaint procedure.
2. Complaints about the performance of the agreement shall be submitted fully and clearly described to Atelier Neeltje Geurtsen within a reasonable time after the customer discovered the defects.

3. The complaints submitted to Atelier Neeltje Geurtsen shall be replied within a period of 14 days after the date of receipt. Should a complaint require a foreseeable longer time for handling, Atelier Neeltje Geurtsen shall respond within 14 days with a notice of receipt and an indication when the customer can expect a more detailed reply.
4. The customer should give Atelier Neeltje Geurtsen at least 4 weeks to resolve the complaint by a mutual agreement. After this period, a dispute arises which is susceptible to the dispute settlement.

#### **Article 16 - Disputes**

Agreements between Atelier Neeltje Geurtsen and the customer, to which these General Terms and Conditions apply, are exclusively governed by Dutch law.

#### **Article 17 – Additional provisions or derogations**

Additional provisions of and/or derogations from these General Terms and Conditions should not be to the Customer's detriment and must be put in writing or recorded in such a way that the customer can store them in an accessible manner on a long-term data carrier.