

# Terms and Conditions - v1

Fist & Fern

25-07-2025

Terms & Conditions Fist & Fern  
<http://www.fistandfern.nl>

## Article 1: Definitions & Applicability

1.1 In these terms and conditions, the following definitions apply:

• **Fist & Fern:** the sole proprietorship Fist & Fern with the following company details:

Postbus 109

9670AC Winschoten

W: [www.fistandfern.nl](http://www.fistandfern.nl)

E: [info@fistandfern.nl](mailto:info@fistandfern.nl)

T: 06 14161152

KvK: 60870176

BTW: NL001639487B39

IBAN: NL80TRIO0338720561

- **Products:** the skin care products and/or accessories offered or supplied by Fist & Fern.
- **Customer:** the consumer or company that enters into or wishes to enter into an agreement with Fist & Fern.
- **Consumer:** a natural person who does not act in the exercise of a profession or business.
- **Company:** a legal entity or natural person, not being a consumer.
- **Offer:** an offer to conclude an agreement, prepared by Fist & Fern to potential customers who are consumers.
- **Quotation:** an offer to conclude an agreement, prepared by Fist & Fern to potential customers who are companies.
- **Agreement:** an agreement for the sale and delivery of products by Fist & Fern to the customer.

1.2 These general terms and conditions apply to all offers/quotations and to all agreements regarding the sale and delivery of products by Fist & Fern.

## Article 2: Offers/Quotes and Agreements

2.1 All offers/quotes from Fist & Fern are non-binding and may be revoked by Fist & Fern at any time.

2.2 The agreement is concluded once a customer's order has been confirmed in writing.

## Article 3: Price

3.1 The price, taxes, and delivery costs owed by the customer are stated in the order confirmation and/or invoice from Fist & Fern.

3.2 Delivery costs are the customer's responsibility, unless expressly agreed otherwise in advance.

3.3 All prices from Fist & Fern are non-binding and subject to typographical errors and changes.

3.4 Any import duties, customs clearance fees, and taxes for imports by a customer outside the EU are the responsibility of that customer.

## Article 4: Payment & Invoicing

4.1 Payment must be received no later than 30 days after receipt of the invoice. This payment will be made by online payment order or bank transfer.

4.2 If payment is not received on time, the customer will owe interest on the invoice amount equal to the statutory commercial interest rate, calculated from the due date up to and including the date of payment, without further notice of default.

4.3 If the customer fails to pay on time, Fist & Fern may take collection measures. All judicial and extrajudicial costs will then be borne by the customer.

4.4 In the event of default of payment, Fist & Fern is entitled to suspend the performance of the agreement and all related agreements or to terminate them.

4.5 The customer waives any right to offset amounts owed to each other.

## Article 5: Delivery to Consumers

5.1 Fist & Fern will, if possible, ship the ordered products to the address provided by the consumer within 48 hours of receipt of payment, unless expressly agreed otherwise in advance.

5.2 If products are not available from stock, Fist & Fern will contact the consumer within 48 hours and will adjust the agreement in consultation, either by delivering a comparable replacement product, by placing a backorder, or by canceling the relevant part of the order.

5.3 For agreements concluded with consumers within the EU, a delivery period of 30 days applies. For agreements concluded with consumers outside the EU, a delivery period of 45 days applies.

5.4 Exceeding this delivery period entitles the consumer to terminate the agreement. In that case, Fist & Fern is not liable for damages, but will refund the amount paid by the consumer as soon as possible, but no later than 14 days after termination. 5.5 Fist & Fern is entitled to deliver sold products in parts, as long as the partial delivery has independent value. If an order is delivered in parts, Fist & Fern is entitled to invoice each part separately.

5.6 At the time of delivery, the risk passes to the consumer, even if ownership has not yet passed to the consumer.

## Article 6: Delivery to Businesses

6.1 Fist & Fern strives to ship products ordered by a business within six weeks, but the company must allow eight weeks for this. For shipments to businesses outside the Netherlands, the delivery time will be added to this. For orders exceeding 1,000 soaps, or for orders of other products that still need to be produced, delivery times are subject to consultation.

6.2 Agreed delivery times are indicative and not final deadlines. If any deadline is likely to be exceeded, Fist & Fern will consult with the business as soon as possible. In the event that Fist & Fern is unable to fulfill its obligations under the agreement, or is unable to fulfill them in a timely manner, due to force majeure or other extraordinary circumstances, Fist & Fern has the right to perform the agreement within a reasonable period, or – if performance within a reasonable period is not possible – to declare the agreement wholly or partially dissolved. Exceeding the delivery time does not entitle the company to compensation, termination of the agreement, or non-fulfillment of any obligation arising from the agreement.

6.3 Fist & Fern is entitled to deliver sold products in installments, as long as the partial delivery has independent value. If an order is delivered in installments, Fist & Fern is entitled to invoice each installment separately.

6.4 Ordered products travel at the company's risk. Fist & Fern is not liable for any shortcomings and/or defective deliveries by the delivery service, but will assist the company as much as possible in submitting any claims for

damages against the delivery service.

#### Article 7: Reflection Period & Complaints

7.1 Each Fist & Fern product is handmade and therefore unique. Products may differ in color, composition, weight, appearance, etc. from previously provided models, samples, or examples, and these products are deemed to comply with the agreement.

7.2 A consumer may cancel the agreement without giving reasons within 14 days of receiving the order. In this case, the consumer must return the item(s) with sufficient postage within 14 days. The consumer is responsible for the return shipping costs.

7.3 In the event of cancellation, Fist & Fern will refund the invoice amount, including the initial shipping costs, to the consumer as soon as possible, but no later than 14 days after cancellation or upon receipt of the items or proof of shipment. If the consumer opted for a more expensive shipping method than the standard method, Fist & Fern will only refund the standard shipping costs.

7.4 Cancellation is not possible for products that are damaged, used, or unsuitable for sale.

7.5 If a customer has a complaint about an invoice or a product, the customer must inform Fist & Fern within 30 days of delivery of this invoice or product. Fist & Fern will respond to this complaint within 14 days.

#### Article 8: Retention of Title

8.1 All products delivered by Fist & Fern remain the property of Fist & Fern until the amount owed by the customer under the agreement has been paid, including any interest and/or collection costs.

8.2 If the customer defaults on payment of the amount owed, Fist & Fern is entitled to repossess all products already delivered.

#### Article 9: Liability

9.1 Fist & Fern is never liable for damage resulting from the products it supplies, except in cases of intent or gross negligence. No rights can be derived from information provided, for example, on the website(s), on labels, or in promotional materials.

9.2 Damage, as referred to in paragraph 1 of this article, which the customer believes is attributable to the intent or gross negligence of Fist & Fern, must be reported to Fist & Fern in writing as soon as possible, but in any case within 30 days of its occurrence.

9.3 In all cases in which Fist & Fern is nevertheless held liable, the compensation will never exceed the invoice value of the delivered products in connection with which the damage was caused.

#### Article 10: Privacy

10.1 Fist & Fern respects the customer's privacy and will process the customer's personal data in accordance with applicable privacy regulations, in particular the Dutch Data Protection Act.

10.2 Fist & Fern will take appropriate measures to protect the customer's personal data against loss or any form of unlawful processing. Fist & Fern does not share personal data with third parties.

10.3 Fist & Fern will use personal data solely for processing orders and payments, for delivery to the correct address, and, only upon request, for making offers via a newsletter.

10.4 The customer has the right to access, correct, and/or delete the personal data provided at any time.

#### Article 11: Intellectual Property

11.1 All intellectual property rights relating to the products and their design developed by Fist & Fern belong to Fist & Fern.

11.2 It is not permitted to remove or alter the Fist & Fern trade name or other intellectual or industrial property rights from the products.

11.3 All intellectual property rights relating to the Fist & Fern website(s), their design, and the descriptions, images, photos, videos, and other information contained therein, in any form whatsoever, belong to Fist & Fern and may not be used without Fist & Fern's permission.

#### Article 12: Amendments

12.1 Amendments to these general terms and conditions or additions thereto are only valid if agreed upon in writing by both parties.

12.2 If one or more provisions of these general terms and conditions are invalid, the remaining provisions will remain in full force and effect.

12.3 The parties will consult with each other regarding the invalid provisions in order to reach a valid replacement, in such a way that the scope of the agreement is preserved.