

Terms and Conditions

Tolhuijs Design

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Article 1 - Definitions

In these conditions the following terms have the following meanings:

- **Reflection period** : the period within which the consumer can exercise his right of withdrawal;
- **Consumer** : the natural person who does not act in the exercise of a profession or business and who enters into a distance contract with the entrepreneur;
- **Day** : calendar day;
- **Duration transaction** : a distance contract with regard to a series of products and / or services, the delivery and / or purchase obligation of which is spread over time;
- **Durable data carrier** : any means that enables the consumer or entrepreneur to store information that is addressed to him personally in a way that allows future consultation and unaltered reproduction of the stored information.
- **Right of withdrawal** : the possibility for the consumer to **withdraw** from the distance contract within the cooling-off period;
- **Entrepreneur** : the natural or legal person who offers products and / or services to consumers at a distance;
- **Distance contract** : an agreement in which, within the framework of a system for distance selling of products and / or services organized by the entrepreneur, up to and including the conclusion of the agreement, use is exclusively made of one or more techniques for distance communication;

- **Technology for distance communication** : means that can be used for the conclusion of an agreement, without the consumer and entrepreneur having come together in the same space at the same time.

Article 2 - Identity of the entrepreneur

TOLHUIJS DESIGN

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Article 3 - Applicability

- These general terms and conditions apply to every offer from the entrepreneur and to every distance contract concluded between the entrepreneur and the consumer.
- Before the distance contract is concluded, the text of these general terms and conditions will be made available to the consumer. If this is not reasonably possible, before the distance contract is concluded, it will be indicated that the general terms and conditions can be viewed by the entrepreneur and they will be sent free of charge at the request of the consumer.

- If the distance contract is concluded electronically, notwithstanding the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions can be made available to the consumer electronically in such a way that the consumer can be easily stored on a durable data carrier. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general terms and conditions can be consulted electronically and that they will be sent free of charge electronically or otherwise at the request of the consumer.
- In the event that specific product or service conditions apply in addition to these general terms and conditions, the second and third paragraphs apply mutatis mutandis and the consumer can always invoke the applicable provision that is most favorable to him in the event of conflicting general terms and conditions. is.

Article 4 - The offer

- The offer contains a complete and accurate description of the products and / or services offered. The description is sufficiently detailed to allow a proper assessment of the offer by the consumer. If the entrepreneur uses images, they are a true representation of the products and / or services offered. Obvious mistakes or obvious errors in the offer do not bind the entrepreneur.
- 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:
 1. the price including taxes;
 2. any delivery costs;
 3. the way in which the agreement will be concluded and which actions are required for this;
 4. whether or not the right of withdrawal applies;
 5. the method of payment, delivery and implementation of the agreement;
 6. the period for accepting the offer, or the period within which the entrepreneur guarantees the price;
 7. 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;
 8. whether the contract is filed after conclusion, and if so, how it can be consulted by the consumer;
 9. way in which the consumer, before concluding the contract, can check the data provided by him under the contract and repair it if desired;

10. any other languages in which, in addition to Dutch, the contract can be concluded;
11. codes of conduct to which the entrepreneur is subject and the way in which the consumer can consult these codes of conduct electronically; and
12. minimum duration of the distance contract in the event of an extended transaction.

Article 5 - The agreement

- The agreement is concluded, subject to the provisions of paragraph 4, when the consumer accepts the offer and meets the corresponding conditions.
- If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm receipt of acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed by the entrepreneur, the consumer can dissolve the agreement.
- If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to protect the electronic transfer of data and he will ensure a safe web environment. If the consumer can pay electronically, the entrepreneur will observe appropriate security measures.
- The entrepreneur can - within legal frameworks - inform 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. The entrepreneur reserves the right not to accept orders or assignments without giving reasons or only on the condition that the shipment is made by cash on delivery or after advance payment.
- The entrepreneur will send the following information with the product or service 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:
 1. the e-mail address of the establishment of the entrepreneur where the consumer can go with complaints;
 2. the conditions under which and the manner in which the consumer can exercise the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
 3. information about guarantees and existing after-sales service;
 4. the information included in article 4 paragraph 3 of these conditions, unless the entrepreneur has already provided this information to the consumer before the execution of the agreement;

5. the requirements for terminating the agreement if the agreement has a duration of more than one year or is indefinite.
- In the event of an extended transaction, the provision in the previous paragraph only applies to the first delivery.

Article 6 - Right of withdrawal

- When purchasing products, the consumer has the option to dissolve the contract without giving any reason during 14 days. This reflection period commences on the day after receipt of the product by the consumer or a representative designated in advance by the consumer and announced to the entrepreneur. If the customer has not returned the delivered goods to the entrepreneur after this period, the purchase is a fact. Products custom-made by Tolhuijs cannot be returned.
- During the reflection period, the consumer will handle the product and 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 makes use of 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. The customer must be able to prove that the delivered goods have been returned on time. For example, by means of a proof of postal delivery.

Article 7 - Costs in case of withdrawal

- If the consumer makes use of his right of withdrawal, the costs and the risk of return are for his account.
- If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible, but no later than 30 days after the return or cancellation.

Article 8 - Exclusion of right of withdrawal

- The entrepreneur can exclude the right of withdrawal of the consumer insofar as provided for in paragraph 2. The exclusion of the right of withdrawal only applies if the entrepreneur has clearly stated this in the offer, at least in time for the conclusion of the agreement.

- Exclusion of the right of withdrawal is only possible for products:
 1. that have been created by the entrepreneur in accordance with the consumer's specifications;
 2. which are clearly of a personal nature;

Article 9 - The price

- During the period of validity stated in the offer, the prices of the products and / or services offered will not be increased, except for price changes as a result of changes in VAT rates.
- Contrary to the previous paragraph, the entrepreneur can offer products or services whose prices are subject to fluctuations in the financial market and over which the entrepreneur has no influence, with variable prices. This link to fluctuations and the fact that any stated prices are target prices are stated in the offer.
- Price increases within 3 months after the conclusion of the agreement are only permitted if they are the result of statutory regulations or provisions.
- Price increases from 3 months after the conclusion of the agreement are only permitted if the entrepreneur has stipulated this and:
 1. these are the result of statutory regulations or provisions; or
 2. the consumer is authorized to terminate the agreement with effect from the day on which the price increase takes effect.
- The prices stated in the offer of products or services are in euros and include VAT.
- All prices on the website are subject to printing and typesetting errors. No liability is accepted for the consequences of printing and typesetting errors.

Article 10 - Offers

- Offers are without obligation, unless stated otherwise in the offer.
- Oral commitments only bind the entrepreneur after they have been explicitly confirmed in writing.
- Offers from the entrepreneur do not automatically also apply to repeat orders.
- All offers on the website are subject to printing and typesetting errors. No liability is accepted for the consequences of printing and typesetting errors.
- Additions, changes and / or further agreements are only effective if agreed in writing.

Article 11 - Compliance and Warranty

- 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 guarantee provided by the entrepreneur, manufacturer or importer does not affect the legal rights and claims that the consumer can assert against the entrepreneur under the agreement.
- The entrepreneur is not liable for damage caused by intent or equivalent recklessness.

Article 12 - Delivery and implementation

- Delivery takes place while supplies last.
- The entrepreneur will take the greatest possible care when receiving and implementing orders for products and when assessing applications for the provision of services.
- The place of delivery is the address that the consumer has made known to the company.
- With due observance of what is stated in article 4 of these general terms and conditions, the company will execute accepted orders expeditiously, but at the latest within 30 days, unless a longer delivery period has been agreed. If 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 placing the order. In that case, the consumer has the right to terminate the contract without costs and the right to any compensation.
- In case of dissolution in accordance with the previous paragraph, the entrepreneur will refund the amount that the consumer has paid as soon as possible, but no later than 30 days after dissolution.
- 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 and announced representative to the entrepreneur, unless expressly agreed otherwise. In case of home delivery, the report of the carrier, containing the change of acceptance, serves as full proof of the offer of delivery.
- All terms mentioned on the website are indicative. No rights can therefore be derived from the aforementioned periods.

Article 13 - Payment

- Unless otherwise agreed, the amounts owed by the consumer must be paid within 14 days after the commencement of the cooling-off period as referred to in Article 6, paragraph 1. In the event of an agreement to provide a service, this period commences after the consumer has received the confirmation of the agreement.
- When selling products to consumers, general terms and conditions may never stipulate an advance payment of more than 50%. When prepayment has been stipulated, the consumer cannot assert any rights regarding the execution of the order or service (s) concerned before the stipulated prepayment has taken place.
- The consumer has the duty to immediately report inaccuracies in payment details provided or stated to the entrepreneur.
- In case of default by the consumer, the entrepreneur has the right to charge the reasonable costs made known to the consumer, subject to legal restrictions.

Article 14 - Data management

- If you place an order with the entrepreneur, your data will be included in the customer database of the entrepreneur. The entrepreneur adheres to the Data Protection Act and will not provide your information to third parties
- The entrepreneur respects the privacy of the users of the website and ensures confidentiality of your personal data.
- In some cases, the entrepreneur uses a mailing list. Each mailing contains instructions to remove yourself from this list.

Article 15 - Pictures and specifications

All images; photos, drawings, etc .; information about weights, dimensions, colors, images of labels, etc. on the entrepreneur's website are only approximate, are indicative and cannot give rise to compensation or termination of the agreement.

Article 16 - Complaints procedure

- The entrepreneur has a well-publicized complaints procedure and handles the complaint in accordance with this complaints procedure.
- Complaints about the implementation of the agreement must be submitted to the entrepreneur within a reasonable time, fully and clearly described, after the consumer has discovered the defects.
- 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 reply within the period of 14 days with a notice of receipt and an indication when the consumer can expect a more detailed answer.
- If the complaint cannot be resolved by mutual agreement, a dispute will arise that is subject to the dispute settlement procedure.

Article 17 - Force majeure

- The entrepreneur is not liable if and insofar as its obligations cannot be met due to force majeure.
- Force majeure means any strange cause, as well as any circumstance, which should not reasonably be at its risk. Delays or defaults by our suppliers, disruptions in the Internet, disruptions in electricity, disruptions in e-mail traffic and disruptions or changes in technology provided by third parties, transport difficulties, strikes, government measures, delays in supply, supplier negligence and / or manufacturers of the entrepreneur as well as of auxiliary persons, illness of personnel, defects in aids or transport equipment are expressly regarded as force majeure.
- In the event of force majeure, the entrepreneur reserves the right to suspend its obligations and is also entitled to dissolve the agreement in whole or in part, or to demand that the content of the agreement be changed in such a way that execution remains possible. Under no circumstances is the entrepreneur obliged to pay any fine or compensation.

- If the entrepreneur has already partially fulfilled his obligations upon commencement of the force majeure, or can only partially fulfill his obligations, she is entitled to invoice the already delivered or the deliverable part separately and the customer is obliged to pay this invoice as if it concerned a separate contract. However, this does not apply if the already delivered or deliverable part has no independent value.

Article 18 - Liability

The entrepreneur is not liable for damage caused by incorrect use of the products. Read the instructions and safety instructions on the entrepreneur's website before use and contact us if anything is unclear.

Article 19. Retention of title

Ownership of all goods sold and delivered by the entrepreneur to the customer remains with the entrepreneur as long as the customer has not paid the entrepreneur's claims under the agreement or earlier or later similar agreements.

Article 20 - Disputes

Only Dutch law applies to agreements between the entrepreneur and the consumer to which these general terms and conditions apply.

Article 21 - Additional or different stipulations

Additional or deviating provisions from these general terms and conditions may not be to the detriment of the consumer and must be recorded in writing or in such a way

that they can be stored by the consumer in an accessible manner on a durable medium.