

GENERAL TERMS AND CONDITIONS ATELIER SOED IDEE

Article 1. Definitions and identity Atelier Soed Idee

The definitions stated below have the following meaning in the context of these general terms and conditions:

1. Withdrawal period: the time limit within which the Consumer can make use of his right of withdrawal. Appendix I contains the model withdrawal form.
2. Consumer: the natural person whose action is not within the course of a profession or business and who enters into a distance contract with the trader Atelier Soed Idee;
3. Right of withdrawal: the consumer's option to withdraw the contract within the cooling-off period.
4. Atelier Soed Idee: the entrepreneur who remotely offers products or services to consumers.

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4. Durable database: any means that enables the consumer or the entrepreneur to store information personally addressed to him in a way which makes future consultation and unaltered reproduction of the information stored possible.
5. Distance contract: contract which is concluded exclusively by the use of one or more forms of distance communication technology, as part of the distance sales or service system, set up by Atelier Soed Idee.
6. Technology for distance communication: a means to be used for concluding an agreement, without the consumer and the entrepreneur being together in the same place at the same time.

Article 2. Applicability

1. These general terms and conditions apply to all offers, tenders, assignments, legal relationships and agreements, by whatever name, between Consumer and Soed Idee.
2. In the event that special product conditions apply, in addition to these General Terms and Conditions, the Consumer may at all time invoke the applicable provision that is the most favorable to him.

Artikel 3. Offer

1. Atelier Soed Idee makes you an offer or quotation on her website or through email with precise and detailed information of the services and products on offer.
2. Each offer contains such information that is clear to the consumer what rights and obligations are attached to the acceptance of the offer.
3. If Atelier Soed Idee makes use of pictures, they are truthful images of the products and/or services being offered. Atelier Soed Idee cannot, however, guarantee that the color(s) of the items as shown on the images agree exactly with the actual color(s) of the items.
4. If an offer has a limited period of validity or is subject to conditions, this will be stated.
5. Atelier Soed Idee shall not be held to its offer if the customer can reasonably understand that the offer, or any part thereof, contains an obvious mistake or error.

Article 4. Acceptance

1. Subject to paragraph 2, the agreement is concluded at the moment the consumer agrees with the offer and the associated conditions.
2. Atelier Soed Idee can, with due observance of the laws and regulations, inform itself whether payment obligations can be met or other conditions that are important for the execution of the agreement. Atelier Soed Idee reserves the right to refuse an order or request if it has good reasons not to enter into the agreement or to attach additional conditions.
3. If the consumer has accepted the offer electronically, Atelier Soed Idee also confirms receipt of acceptance on the offer electronically. As long as Atelier Soed Idee has not confirmed the receipt of this acceptance, the consumer can withdraw the agreement.
4. After acceptance, the agreement can only be amended by mutual written agreement.
5. If the information provided by the customer is found to be incorrect, Atelier Soed Idee shall be entitled to suspend the agreement until the customer has provided the correct information.
6. Atelier Soed Idee will provide the consumer with at least the following information:
 - a. the manner in which the agreement will be concluded and which actions are required;
 - b. whether the agreement will be archived after its conclusion, and if so, how it can be consulted by the consumer;
 - c. the way in which the consumer, before concluding the agreement, can check and restore the data provided by him in the context of the agreement;
 - d. the address of Atelier Soed Idee where the consumer can go to with complaints;
 - e. the conditions under which and the way in which the consumer can make use of the right of

withdrawal or a clear statement regarding the exclusion of the right of withdrawal, if necessary, return items and costs;

f. the information about any warranties and existing after-sales service;

g. the price including all taxes of the product;

h. the cost of the delivery;

i. method of payment

j. delivery or execution of the agreement/term at a distance

k. the requirements for terminating the agreement if the agreement has a duration of more than one year or is of indefinite duration, minimum duration;

l. if the consumer has a right of withdrawal, the model withdrawal form.

Any other information will also be provided if this results from legislation and regulations.

Article 5 Performance of the agreement

1. Atelier Soed Idee will take the best possible care with accepting and executing order of product and with the assessment of request for the delivery of services.

2. As the place of delivery the consumer's address that he/she revealed to Atelier Soed Idee is valid.

3. Deliveries to the costumer are carried out trough standard delivery of PostNL. The shipping costs will be added to your order and confirmed. Shipping options and prices are available on our website and supplied to you during the ordering process.

4. No transportation/delivery costs will be charged if the costumer ordered of more than € 50,00.

5. The order shall be delivered as soon as possible. Orders are usually shipped within two or three working days upon receiving the complete payment. But in any event Atelier Soed Idee shall not deliver later than thirty days from the day of order.

6. In case the products ordered cannot be delivered within 30 days, the costumer has the right to agree with a new delivery date or to dissolve the agreement free of charge.

7. Any delays in the execution of the agreement or any exceeding of the agreed term shall not result in a right to any compensation.

8. If delivering an ordered product turns out to be impossible, Atelier Soed Idee shall make an effort to offer a product replacement of equivalent quality and price.

9. The risk of the product is transferred from Atelier Soed Idee to the consumer at the moment that the product is delivered to the specific address (and signed for with registered mail). When the costumer buys a product in the shop, the risk passes at the time when the consumer has

acquired the physical possession of the goods.

10. Different conditions may apply for deliveries abroad.

11. The costumer can also choose to pick up the order at the shop: Heggerweg 19 at Vaassen. The consumer can make an appointment by sending an email or by telephone.

12. After finalizing your order, costumer will receive an order confirmation. Afterwards costumer will receive an invoice. The original invoice is as well proof of purchase.

13. The consumer provides all data and information that may be important for the execution of the agreement before the agreement is concluded. This also includes any limited mobility, but also any special wishes that Atelier Soed Idee can or cannot accommodate.

Article 6. Price

- The prices stated on the website are prices including sales tax.
- The website of Atelier Soed Idee shall explicitly mention the shipping costs.
- During the term of validity stated in the offer, the process of the offered products shall not be raised, except for changes in the VAT rate.
- Price increases after the conclusion of the agreement are only permitted if they are the result of statutory regulations or provisions.

Article 6 Payment

1. The consumer must pay according to the payment methods indicated in the order procedure and on the website.

2. Parties can also make mutual payment agreements.

3. When extra costs are involved by using any of these payment method, this will we mentioned explicitly on the website.

4. When payment in advance is stipulated, the consumer cannot assert any right with regard to the execution of the relevant order or service(s), before the payment has been made.

5. After the expiry of a payment term, the consumer owes statutory interest on the invoiced amount, after notice of default. All reasonable costs in and out of court that Atelier Soed Idee must incur are for the account of the consumer.

6. The consumer has the obligation to report inaccuracies in payment details provided or stated.

7. If the payment or the choice of another payment option in an online ordering process has not been completed, no order has been placed.

8. When picking up the order at the shop, costumer can pay direct at the shop by debit or cash.

Article 8 Right of withdrawal

1. Pursuant to the Dutch Civil Code, in principle, every consumer has the right of withdrawal in

the event of a distance contract or an agreement outside the sales area.

2. The consumer can dissolve an agreement with regard to the purchase of a product during a reflection period of at least 14 days without stating reasons. There is no right of return on digital products from Atelier Soed Idee. For this reason, it is not possible to cancel a digital order that has already been executed and delivered.

3. These 14 days start on the day following receipt of the product.

4. A model form will be made available to the customer with general terms and conditions. The consumer can return the model form by regular mail or email to Atelier Soed Idee. The consumer will receive a confirmation of receipt of the withdrawal.

5. If it is a matter of services, the customers right of withdrawal starts the day following the conclusion of the agreement.

6. The reflection period starts, if the customer ordered several products in the same order, on the day the customer receives the last product.

7. The reflection period starts, if the delivery of an order consists of several shipments on: the day the consumer received the last shipment or part.

8. The reflection period in the case of agreements for regular delivery of products during a certain period on: the day on which the consumer has received the first product.

9. After withdrawal, the consumer has another 14 days to return the product or hand it over to Atelier Soed Idee.

10. If the consumer make use of your right of withdrawal, the product will be returned to the entrepreneur with all accessories supplied and - if reasonably possible - in the original condition and packaging. The consumer is liable for depreciation of the product that is the result of not handling the product with care.

11. The costumer shall handle the product and the packaging with care during the right of withdrawal period. The costumer will only unpack or use the products as far as necessary in order to be able to assess whether the costumer wishes to retain the product.

12. If the customer wants to take his right of withdrawal he will return the product with all the delivered accessories, and of possible, in its original state and packing to Atelier Soed Idee, in accordance with the by Atelier Soed Idee delivered reasonable and clear instructions.

13. The consumer will be credited the full order amount including shipping costs within 14 days. If the consumer has opted for a more expensive method of delivery than the cheapest standard delivery, Atelier Soed Idee does not have to reimburse the additional costs for the more expensive method. If it concerns a partial return, the consumer will receive the order amount that relates to the products or services that have been withdrawn. The shipping costs will not be credited in this case.

14. If it concerns a partial return, the consumer will receive the order amount that relates to the products or services that have been withdrawn. The shipping costs will not be credited in this case.

15. Atelier Soed Idee may wait with repayment until it has received the product or until the consumer demonstrates that he has returned the product, whichever is earlier.

16. The return costs are at the own expense of the costumer.

17. When the costumer exercises his right of withdrawal, all other agreements with Atelier Soed Idee will be legally cancelled.

18. Atelier Soed Idee precluded the costumers from having a right of withdrawal in case of customized, non-standard, products. Fabrics that are available in different standard sizes are not covered by the exclusion. It concerns customization that deviates from the standard.

19. Services on a specific date or period, such as workshops, shall also be excluded from the right of withdrawal.

Article 9 Complaints

1. Products supplied by Atelier Soed Idee will comply with the customary standard and requirement that can reasonably be made of them at the time of delivery;

2. If the delivered product or service does not comply with the agreement (non-conformity), the consumer must inform Atelier Soed Idee in writing or by email within a reasonable time after discovery of the defect or when they should have discovered the defect;

3. The report shall contain a description as detailed as possible of the defect, in order to enable Atelier Soed Idee to respond adequately;

4. The complaint will be answered within a period of 14 days, calculated from receipt of the complaint;

5. If a complaint requires a foreseeable longer processing time, Atelier Soed Idee will at least send a confirmation of receipt within this period and ask any questions to handle the complaint. Atelier Soed Idee is given the opportunity by costumer to investigate the complaint and were given an opportunity to comment.

6. It is important to keep your proof of purchase.

7. Atelier Soed Idee is not responsible for the ultimate suitability of the products or each individual application by the consumer.

8. Notwithstanding the provision of this article, the warranty does not cover normal wear and tear and in case of:

- unauthorized alterations, changes or modifications to the product;
- without the original invoice or with unreadable or modified invoice;
- if the defects are the results of errors or imperfections on the costumer's part;
- if the damages were caused through malicious intent or gross negligence.

9. "It can always happen that something does not go quite as planned. We recommend that you first make complaints known to us by emailing [atelier @soedidee.nl]. If this does not lead to a solution, then it is possible to register your dispute for mediation via Stichting WebwinkelKeur via <https://www.webwinkelkeur.nl/kennisbank/consumenten/geschil> From 15 February 2016 it is also possible for consumers in the EU to register complaints via the ODR platform of the European Commission. This ODR platform can be found at <https://ec.europa.eu/odr> If your

complaint is not yet being handled elsewhere, you are free to file your complaint via the platform of the European Commission. the European Union."

Article 9 Liability and force majeure

1. Atelier Soed Idee is responsible for the proper execution of the agreement.
2. Before proceeding to liability, the client sets a reasonable term for compliance with Atelier Soed Idee.
3. Liability is limited to the amount of the invoice, at least only for that part to which liability relates, or, if and insofar as there is insured damage, to the amount paid out under the insurance, plus any own risk.
4. During all activities emanating from Atelier Soed Idee, the participant is liable for damage caused to goods, property and buildings of both Atelier Soed Idee and third parties, as well as to persons.
5. Atelier Soed Idee is not liable for damage, loss, theft or damage to property, goods and money or damage to persons during its outgoing activities.
6. In the event of force majeure, Atelier Soed Idee is not held to its obligations, or the obligations are suspended as long as the force majeure continues.
7. In case of force majeure, the shortcoming is not for the account of Atelier Soed Idee according to law, a legal act or according to generally accepted standards.
8. Force majeure is understood to mean, in addition to what is understood in the la wand jurisprudence, all external causes on which Atelier Soed Idee cannot influence and as a result of this is unable to fulfill its obligations. Those causes include in any case epidemics, incapacity to work, strike, fire business of energy disruptions in the (telecommunications) network or connection at both Atelier Soed Idee and suppliers.
9. The liability limitations and force majeure provisions set out in this article do not apply insofar as this is contrary to applicable mandatory law or if there is intent of willful recklessness on the part of Atelier Soed Idee.

Article 10 Loyalty award credits

1. Every time the costumer spends € 10,00 at Atelier Soed Idee webshop, she will receive 1 loyalty award credit.
2. The loyalty award credits are specified during the ordering process in the shopping card. Every loyalty award credit is worth € 0,50.
3. If the order has been shipped, your loyalty award credits will be credited to your account. It is therefore important to create an account for loyalty points.
4. With every subsequent order (from € 25,00), the costumer can exchange the loyalty award credits.
5. Shipping costs are not included in the loyalty award credits. The costumer will not receive any loyalty award credits on clubs, workshops, weekends etc. The loyalty award credits shall only be valid for purchases at the webshop.

Article 13 Workshops

1. Registration for workshops is possible through the webshop or by email.
2. Each workshop has room for a maximum of 8 participants. If there is insufficient enthusiasm (this will be announced in advance), the workshop will be canceled at least 14 days in advance. In that case the total amount of any down payment made for the workshop will be refunded in full.
3. Annulment by the participant is possible.
4. Annulment by the participant is possible more than 7 days before the date of the workshop by email to Atelier Soed Idee. In this case the participant is not bound to pay the workshop fee.
5. If the participant cancels later than 7 days, but before 48 hours before the date of the workshop, half of the total amount of the down payment for the workshop is forfeited.
6. If the cancellation is less than 48 hours before the date of the workshop, the total amount of the payment for the workshop is forfeited.
7. It is possible to transfer a place in the relevant workshop to someone who meets the conditions that apply to the agreement. This is only possible if Atelier Soed Idee is notified within a reasonable period of 7 days prior to the start of the workshop via a durable data carrier.
8. The person transferring the workshop and the person taking over the workshop are jointly and severally liable for the relevant payments and other costs arising from the transfer.
9. Atelier Soed Idee is entitled to charge reasonable, actual costs for the transfer.

Article 10 Personal data

1. Atelier Soed Idee shall ensure that all personal data will be processed in accordance with the published privacy statement and cookie statement on the website.

Article 15 Intellectual property

1. All intellectual property rights regarding products and materials used on the website, but also at clubs or workshops (including, but not limited to, copyrights on text and images as well as any registered trademarks) are held by Atelier Soed Idee and/or its licensors.
2. Products and materials on which intellectual property rests may only be used in a domestic environment.
3. It is prohibited to copy or multiply any elements of the website without prior consent of Atelier Soed Idee, except for and only as far as been dictated otherwise determined in peremptory law. The consumer indemnifies Atelier Soed Idee against any claims from third parties in connection with this.

Article 16 Safe environment

1. Atelier Soed Idee makes sure customers online payments are always made within a secured

web environment.

Article 17 Concluding provisions

1. The Netherlands law shall govern any and all agreements between Atelier Soed Idee and consumer. This even counts when consumer is living abroad.
2. The Vienna Convention on the International Sale of Goods is not applicable, nor is another international arrangement whose applicability may be barred.
3. If any provision in the agreement and/or these general terms and conditions should appear invalid, this will not affect the validity of the agreement and/or the general purchase terms and conditions as a whole. In regard to term (or part of them) that are nullified, declared to be nullified, annihilable or lose their validity in another way, parties shall consult with each other to try to reach a substitute arrangement with in which the parties shall strive for the maintenance of this agreement (or the remainder of the term in question) in its totality.

Article 14 Terms

1. Any liability of Atelier Soed Idee shall in any case expire after 1 year from the day on which the assignment is terminated by completion or otherwise.
2. Any authority of the client to invoke a claim expires if a protest has not been made in writing, stating reasons, within reasonable time after the facts, for example a shortcoming has been discovered or should reasonably have been discovered.
3. Any legal claim (and also the right to claim) expires and is inadmissible if the client has not brought it to court within 1 year after the written and reasoned protest.
4. Any deviations from statutory provisions in this regard do not apply if there is intent or willful recklessness on the part of the contractor or if they conflict with any mandatory consumer law provision.