

GENERAL TERMS AND CONDITIONS FOR ONLINE SALES TO CONSUMERS

of

Sprengers Adviesgroep B.V.

Article 1 - Definitions

In these terms and conditions the following terms have the meanings referred to:

1. **Customer:** the natural person who is not acting for purposes relating to his/her trade, business, craft or professional activity, a consumer within the meaning of the law, to whom the Vendor delivers or sells products.
2. **Durable data carrier:** any means - including email - that enables the Customer or entrepreneur to store information that is addressed to him personally, in a way that makes it possible to consult or use said information in the future during a period which is appropriate for the purpose for which the information is intended and which allows for the unaltered reproduction of the stored information.
3. **Distance agreement:** an agreement which is entered into between the Vendor and the Customer within the framework of an organised system for distant selling of products whereby, up to and including the conclusion of the agreement, one or more techniques for distant communications are exclusively or jointly used.
4. **Sample withdrawal form:** the sample form that can be downloaded from the website on which the Customer placed the order.
5. **Vendor:** the private company with limited liability Sprengers Adviesgroep B.V., also acting under the names Homelinen Labels, Passion for Linen and House in Style, established in (5911 JB) Venlo, at the address Houtstraat 9-11, registered with the Chamber of Commerce under number 24334094, the user of these general terms and conditions, that offers the Customer products of the Passion for Linen and House in Style brands in its webshops.
6. **Technology for distance communication:** a means that may be used to conclude an agreement, without a consumer and entrepreneur having to have met in the same room simultaneously.

Article 2 - Applicability

1. These general terms and conditions apply to all offers, proposals and legal relationships which relate to a distance agreement formed between the Vendor and the Customer.
2. The text of these general terms and conditions is to be made available to the Customer by electronic means in such a way that the Customer can store them in a straightforward way on a durable data carrier. If this is not reasonably possible, it will be indicated, prior to the conclusion of the distance agreement, where the general terms and conditions can be examined by electronic means and that they will be sent free of charge to the Customer, at the latter's request, either electronically or in some other way.
3. If any provision in these general terms and conditions is invalid or null and void, the other provisions of these general terms and conditions will continue to apply undiminished and in full.
4. The Dutch text of these general terms and conditions takes precedence over any translation thereof.

Article 3 - The offer

1. All offers and/or proposals by the Vendor are non-binding unless the Vendor has indicated otherwise explicitly and in writing. The Vendor can always withdraw or amend an offer.
2. All illustrations, specifications, information about weight, dimensions and colour and other details in offers and/or proposals by the Vendor are exclusively indications, do not bind the Vendor, and cannot provide any grounds for an obligation to compensate on the part of the Vendor.
3. The Vendor reserves the right to rectify (typing) errors in offers and/or proposals. No liability is accepted for the consequences of (typing) errors. The Vendor cannot be held to its offer if the offer and/or proposal, or a part thereof, contains a (typing) error.
4. All offers and proposals apply only for as long as stocks last and can be amended or withdrawn by the Vendor at any time. The Vendor cannot be held liable for the unavailability of a product.

Article 4 - The agreement

1. The agreement is formed at the moment of acceptance by the Customer of the offer and the fulfilment of the conditions stated therein.
2. The Vendor will confirm receipt of the acceptance of the offer by electronic means. As long as the Vendor has not confirmed receipt of this acceptance, the Customer will be able to dissolve the agreement.
3. The confirmation as referred to in paragraph 2 will state the order number and other details relating to the Customer's order.
4. If the Customer has not received confirmation from the Vendor, or if the confirmation email does not show the Customer's order correctly, the Customer will be obliged to contact the Vendor's customer service immediately.

Article 5 - Right of withdrawal

1. The Customer can dissolve an agreement relating to the purchase of a product during a cooling-off period of at least 14 days without having to state reasons.
2. The cooling-off period referred to in paragraph 1 commences on the day after the Customer, or a third party designated by the Customer, who is not the transport operator, has received the product, or:
 - a. if the Customer has ordered a number of products in one and the same order: the day on which the Customer, or a third party the Customer has designated, has received the final product. The Vendor may refuse an order for several products with different delivery times provided the Vendor has clearly informed the Customer to that effect prior to the order process.
 - b. if the delivery of a product consists of various consignments or parts: the day on which the Customer, or a third party the Customer has designated, has received the final consignment or the final part.

Article 6 - Obligations of the Customer during the cooling-off period

1. During the cooling-off period referred to in Article 5 paragraph 1 the Customer will handle the product and the packaging with care. The Customer will only unpack or use the product to the extent that is necessary in order to determine the product's nature, characteristics and operation. The Customer may only use and inspect the product as would be permitted in a store.

2. The Customer is liable for any reduction in the product's value in violation of paragraph 1.

Article 7 - Exercising the right of withdrawal by the Customer and the related costs

1. If the Customer invokes the right of withdrawal, the Customer must report this during the cooling-off period by means of unambiguous notification on the website on which the Customer placed the order.
2. The Customer will return the product as quickly as possible, but in any event within 14 days from the day following the notification referred to in paragraph 1.
3. The Customer will return the product with all accessories supplied, in its original state and packaging, and in accordance with the instructions issued by the Vendor.
4. The Customer bears the risk and burden of proof for the correct and timely exercising of the right of withdrawal.
5. The Customer bears the costs of returning the product.

Article 8 - Obligations of the Vendor in the event of withdrawal

1. After receiving the notification of withdrawal the Vendor will reimburse the Customer's payments immediately, but in any event within 14 days following the day on which the Vendor received the product returned by the Customer, provided inspection by the Vendor reveals that the Customer has fulfilled the conditions referred to in Articles 6 and 7.
2. The Vendor will use the same means of payment for the repayment that the Customer used, unless the Customer agrees to another method.

Article 9 - The price

1. The prices referred to in the offer of products are in euros, include VAT and exclude shipping costs.
2. The prices of products referred to in the offer exclude import duties and other costs in the event of shipping to a customer outside the EU.
3. The shipping costs depend on the delivery address provided by the Customer, the size and weight of the product and the selected carrier. The shipping costs are stated separately during the online ordering process.

Article 10 - Guarantee

1. A one-year guarantee is provided on all products.
2. If the Customer claims under the guarantee provided, the Customer will be obliged to demonstrate that this takes place within the period referred to in paragraph 1, for example by providing the Vendor with (a copy of) the order confirmation as referred to in Article 4 paragraph 2.
3. The Customer must send the product for which the guarantee claim is being made to the Vendor to give the Vendor the opportunity to investigate the guarantee claim.
4. If the Vendor accepts the guarantee claim, the Vendor will deliver a new product, repair the delivered product, or refund to the Customer the product's purchase price with respect to the agreement.
5. If it transpires during the investigation referred to in paragraph 4 that the product has been affected by incorrect use and/or handling contrary to the care label and/or washing recommendations, the guarantee claim will not be accepted and the Customer will be unable to claim as described in paragraph 4.

6. An extra guarantee issued by the Vendor, its supplier, manufacturer or importer will never restrict the statutory rights and claims which the Customer can invoke vis-à-vis the Vendor on the grounds of the agreement if the Vendor has failed in the fulfilment of its part of the agreement.

Article 11 - Delivery and execution

1. The place of delivery will be the address that the Customer has communicated to the Vendor, which address must be easily accessible.
2. The Customer consents to the carrier engaged by the Vendor delivering the product to a neighbouring address or collection point, if the delivery to the address communicated by the Customer is unsuccessful, irrespective of the reason.
3. In the event that, on the basis of Article 11.2, delivery has taken place to a neighbouring address or a collection point, the Customer will be informed about the eventual place of delivery by the carrier engaged by the Vendor.
4. Any stated delivery time will be an approximate time. If the delivery is delayed, or if an order cannot be carried out (in full), the Customer will be informed by no later than 30 days after the order was placed. The simple missing of the delivery deadline does not give any right to compensation or to dissolve the agreement. The Customer is obliged to take receipt of the delivered products.
5. The Vendor is entitled to deliver the order in parts.
6. The Vendor bears the risk of damage to products and/or missing products until the moment of delivery to the Customer, to a representative designated and communicated to the Vendor in advance, or to a neighbouring address or collection point within the meaning of Article 11.2, unless explicitly agreed otherwise.
7. In the event that the Customer does not take receipt of the product, or does not collect the product on time from the eventual place of delivery, the Customer will pay the costs of returning the product, irrespective of the reason, and, if applicable, the new delivery costs.

Article 12 - Payment

The Customer must pay the due amount to the Vendor in advance, unless explicitly agreed otherwise. After the Vendor has received the payment from the Customer, the Vendor will proceed to deliver the ordered products.

Article 13 - Complaints procedure

1. The Customer is obliged to inspect the products delivered, or have them inspected, immediately upon delivery. If it transpires that the item delivered has been delivered incorrectly, or is faulty or incomplete, the Customer will be required to report any visible defects or wrongly delivered products in writing to the Vendor as soon as possible. Any invisible defects must be reported to the Vendor in writing by no later than two months after they have been discovered. The above applies under pain of cancellation of the right to complain.
2. Complaints received by the Vendor will be responded to within a period of 14 days, counting from the date of receipt. If a complaint is expected to take longer to process, the Vendor will respond within a period of 14 days with a notification of receipt and an indication as to when the Customer can expect a more detailed response.
3. Starting to use the products delivered after observing defects, causing damage after observing defects, encumbrance and/or resale after observing defects will cause the right to complain and return to be cancelled in its entirety.

4. If there are grounds for the complaint, the order will be redelivered, or the purchase price will be refunded to the Customer.

Article 14. Force majeure

1. In the event of force majeure the Vendor is authorised to suspend its commitment on account of the agreement or a part thereof for the period during which the situation of force majeure continues. In such instances the Customer cannot claim fulfilment or compensation.
2. Force majeure is taken to mean any external cause, as well as any circumstance, which reasonably should not be for the Vendor's risk, including but not limited to delays, negligence in conjunction with a breach of contract by suppliers of the Vendor, as well as auxiliary staff, Internet failures, electricity and email traffic failures and failures in, or changes to, technology delivered by third parties, traffic-related difficulties, strikes, government measures, supply delays, theft, war, terrorism, staff illness and defects relating to resources or means of transport and epidemics.

Article 15. Limitation/expiry periods

Contrary to the statutory periods of limitation, the period of limitation of all claims and defences of the Customer vis-à-vis the Vendor will be 24 (twenty-four) months from the moment that such claims and defences arise.

Article 16 – Applicable law and disputes

1. Agreements between the Vendor and the Customer to which these general terms and conditions relate are exclusively subject to Dutch law.
2. Any disputes connected to, or resulting from, the agreements between the Vendor and the Customer will be exclusively submitted to a Dutch court.

Article 17 – Customer service

Customers who have questions about an order, or who wish to submit a complaint or claim under the guarantee, should contact the Vendor's customer service. The customer service can be contacted on telephone number +31 (0)77 3031090, from Monday to Friday from 9:00 to 17:00, or via the (applicable) email address, which is info@passionforlinen.com or info@houseinstyle.com.