



General terms and conditions Webshop

Introduction

Below you will find our General Terms and Conditions. These always apply if you use or place an order via our Website. The General Terms and Conditions contain important information for you as a buyer. Therefore, read this carefully. We also recommend that you save or print these terms and conditions so that you can read them again at a later time.

Artikel 1. Definitions

- 1.1. **Saskia Bremer:** established in Amstelveen and registered with the Chamber of Commerce under registration number 27346232 trading under the name Saskia Bremer.
- 1.2. **Website:** the Saskia Bremer website, which can be consulted via www.playfulartpanels.com and all associated subdomains.
- 1.3. **Customer:** the customer who, whether or not acting in the course of a profession or business, enters into an Agreement with Saskia Bremer and/or has registered on the Website.
- 1.4. **Agreement:** any agreement or agreement between Saskia Bremer and the Customer, of which agreement the General Terms and Conditions form an integral part.
- 1.5. **General Conditions:** the present General Conditions.

Artikel 2. Applicability General Conditions

- 2.1. The General Terms and Conditions apply to all offers, Agreements and deliveries of Saskia Bremer, unless expressly agreed otherwise in writing.
- 2.2. If the Client includes provisions or conditions in its order, confirmation or notification containing acceptance that deviate from or do not appear in the General Terms and Conditions, these shall only be binding on Saskia Bremer if and insofar as they have been expressly accepted by Saskia Bremer in writing.

- 2.3. In the event that specific product or service conditions also apply in addition to these General Terms and Conditions, those conditions also apply, but in the event of conflicting conditions, the Customer can always invoke the applicable provision that is most favorable to him.

Artikel 3. Prices and information

- 3.1. All prices stated on the Website and in other materials originating from Saskia Bremer include VAT and, unless stated otherwise on the Website, other levies imposed by the government.
- 3.2. There are no separate shipping costs.
- 3.3. The content of the Website has been compiled with the greatest care. However, Saskia Bremer cannot guarantee that all information on the Website is correct and complete at all times. All prices and other information on the Website and in other materials originating from Saskia Bremer are therefore subject to obvious programming and typing errors.
- 3.4. Saskia Bremer cannot be held responsible for (colour) deviations as a result of screen quality.

Artikel 4. Conclusion of Agreement

- 4.1. The Agreement is concluded at the moment of acceptance by the Customer of Saskia Bremer's offer and compliance with the conditions set by Saskia Bremer.
- 4.2. If the Customer has accepted the offer electronically, Saskia Bremer will immediately confirm receipt of the acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed, the Customer has the option to dissolve the Agreement
- 4.3. If it appears that when accepting or otherwise entering into the Agreement, the Customer has provided incorrect information, Saskia Bremer has the right to fulfill its obligation only after the correct information has been received.
- 4.4. Saskia Bremer can inform itself within the legal frameworks whether the Customer can meet its payment obligations, but also of all facts and factors that are important for a responsible conclusion of the Agreement. If Saskia Bremer has good reasons not to enter into the Agreement on the basis of this investigation, she is entitled to refuse an order or request with reasons or to attach special conditions to the execution, such as advance payment.

Artikel 5. Registration

- 5.1. In order to make optimal use of the Website, the Customer can register via the registration form/account login option on the Website.

- 5.2. During the registration procedure, the Customer chooses a username and password with which he can log in to the Website after registration. Customer is responsible for choosing a sufficiently reliable password.
- 5.3. Customer must keep his login details, username and password strictly confidential. Saskia Bremer is not liable for misuse of the login details and may always assume that a Customer who registers on the Website is actually that Customer. Everything that happens through Customer's account is the responsibility and risk of Customer.
- 5.4. If the Customer knows or suspects that his login details have come into the hands of unauthorized persons, he must change his password and/or inform Saskia Bremer as soon as possible, so that Saskia Bremer can take appropriate measures..

Artikel 6. Execution of the Agreement

- 6.1. As soon as the order has been received by Saskia Bremer, Saskia Bremer will send the products as soon as possible with due observance of the provisions of paragraph 3 of this Article..
- 6.2. Saskia Bremer is entitled to engage third parties in the performance of the obligations arising from the Agreement.
- 6.3. The delivery period is in principle 2 weeks. The method of delivery can take place in different ways and is at the discretion of Saskia Bremer.
- 6.4. If Saskia Bremer is unable to deliver the products within the agreed term, she will inform the Customer accordingly. In that case, the Customer can agree to a new delivery date or he is given the option to dissolve the Agreement free of charge.
- 6.5. Saskia Bremer advises the Customer to inspect the delivered products and to report any defects that have become apparent within a reasonable time, preferably in writing. See the Article on warranty and conformity in more detail.
- 6.6. As soon as the products to be delivered have been delivered to the specified delivery address, the risk with regard to these products is transferred to the Customer. If expressly agreed otherwise, the risk will pass to the Customer sooner. If the Customer decides to collect the products, the risk passes upon transfer of the products.
- 6.7. Saskia Bremer is entitled to deliver a similar product of similar quality to the ordered product, if the ordered product is no longer available. The customer is then entitled to dissolve the Agreement free of charge and to return the product free of charge.

Artikel 7. Right of withdrawal

- 7.1. This article only applies to the Customer, who is a natural person who is not acting in the exercise of his profession or business.
- 7.2. The customer has the right to dissolve the Agreement concluded at a distance with Saskia Bremer within 14 days of receipt of the product, without stating reasons, free of charge..
- 7.3. The period starts on the day after the Customer, or a third party designated by him in advance, who is not the carrier, has received the product, or:
- if the Customer has ordered several products in the same order: the day on which the Customer, or a third party designated by him, has received the last product;
 - if the delivery of a product consists of several shipments or parts: the day on which the Customer, or a third party designated by him, has received the last shipment or the last part;
 - for Agreements for regular delivery of products during a certain period: the day on which the Customer, or a third party designated by him, has received the first product.
- 7.4. The customer must bear the costs for returning the products himself, as well as the amount of these costs.
- 7.5. Within the withdrawal period referred to in paragraph 1, the Customer will handle the product and packaging with care. The customer will only open the packaging and only use the product insofar as this is necessary to check the nature, characteristics and functioning of products. The basic principle here is that this inspection may not go beyond what the Customer could do in a physical store.
- 7.6. Customer is only liable for depreciation of the product that is the result of a way of handling the product that goes beyond what is allowed in the previous paragraph.
- 7.7. The Customer can dissolve the Agreement in accordance with the term set in paragraph 1 of this Article by notifying it by email that it waives the purchase. Saskia Bremer confirms receipt thereof after a digital notification. After dissolution, the Customer has 14 days to return the product. It is also possible to return the product immediately within the reflection period specified in paragraph 1 of this Article, provided that a written notification of the cancellation of the purchase has been sent digitally to Saskia Bremer.

Products can be returned to:

Saskia Bremer, by address Betty Visker, Boegstraat 11, 1433SN Kudelstaart, The Netherlands

- 7.8. Amounts already paid by Customer (in advance) will be refunded to Customer as soon as possible, but no later than 14 days after dissolution of the Agreement, in the same way that Customer paid for the order. If the Customer has opted for a more expensive method of delivery than the cheapest standard delivery, Saskia Bremer does not have to reimburse the additional costs for the more expensive method. Saskia Bremer may wait with repayment until she has received the product or until the Customer demonstrates that he has returned the product, whichever is earlier.
- 7.9. Information about whether or not the right of withdrawal is applicable and any desired procedure is clearly stated on the Website in good time before the Agreement is concluded.
- 7.10. The right of withdrawal does not apply to:
- Products created by the entrepreneur in accordance with the Customer's specifications;

Artikel 8. Payment

- 8.1. The Customer must make payments to Saskia Bremer in accordance with the payment methods indicated in the order procedure and, if applicable, on the Website. Saskia Bremer is free to choose the payment methods offered and these can also change from time to time.

Artikel 9. Warranty and Conformity

- 9.1. This article only applies if there is a Customer who is not acting in the exercise of his profession or business. If Saskia Bremer gives a separate guarantee on the products, this applies to all types of Customers, without prejudice to what has just been stated..
- 9.2. Saskia Bremer guarantees that the products comply with the Agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or usability and the legal provisions and/or government regulations existing on the date of the conclusion of the Agreement. If specifically agreed, Saskia Bremer also guarantees that the product is suitable for other than normal use.
- 9.3. If the delivered product does not comply with the Agreement, the Customer must inform Saskia Bremer of this within 7 days of delivery.
- 9.4. If Saskia Bremer considers the complaint to be well-founded, the relevant products will be repaired, replaced or reimbursed after consultation with the Customer. With due observance of the Article regarding liability, the maximum compensation is equal to the price paid by the Customer for the product.

Artikel 10. Warranty for business purchases

- 10.1. Saskia Bremer guarantees that the products comply with the Agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or usability and the legal provisions and/or government regulations existing on the date of the conclusion of the Agreement. If specifically agreed, Saskia Bremer also guarantees that the product is suitable for other than normal use. Otherwise, the product is suitable for normal use.
- 10.2. If the delivered product does not comply with the Agreement upon delivery, the Customer must notify Saskia Bremer of this within 7 days of delivery. If the Customer does not do this, he can no longer claim repair, replacement, etc., if the product was delivered defective.
- 10.3. If Saskia Bremer considers the complaint to be well-founded, the relevant products will be repaired, replaced or (partially) reimbursed after consultation with the Customer.

Artikel 11. Complaints procedure

- 11.1. If the Customer has a complaint about a product (in accordance with Article regarding warranty and conformity) and/or about other aspects of Saskia Bremer's services, he can submit a complaint to Saskia Bremer by telephone, email or post. See the contact details at the bottom of the Terms and Conditions.
- 11.2. Saskia Bremer will provide the Customer with a response to his complaint as soon as possible, but in any case within 7 days of receipt of the complaint. If it is not yet possible to give a substantive or definitive response, Saskia Bremer will confirm the complaint within 7 days of receipt of the complaint and give an indication of the period within which she expects to provide a substantive or final response to the Customer complaint.
- 11.3. Customer who is not acting in the exercise of his profession or business can also file a complaint via the European dispute resolution platform, which can be reached at <http://ec.europa.eu/odr/>.

Artikel 12. Liability

- 12.1. This Article only applies if the Customer is a natural or legal person acting in the exercise of his profession or business.
- 12.2. The total liability of Saskia Bremer towards the Customer due to an attributable shortcoming in the fulfillment of the Agreement is limited to compensation of a maximum of the amount of the price stipulated for that Agreement (including VAT).
- 12.3. Liability of Saskia Bremer towards the Customer for indirect damage, including in any case - but expressly not limited to - consequential damage, lost profit, lost savings, loss of data and damage due to business interruption, is excluded.

- 12.4. Apart from the cases referred to in the previous two paragraphs of this Article, Saskia Bremer has no liability whatsoever towards the Customer for compensation, regardless of the ground on which an action for compensation would be based. However, the restrictions referred to in this Article will lapse if and insofar as damage is the result of intent or gross negligence on the part of Saskia Bremer..
- 12.5. Saskia Bremer's liability towards the Customer due to an attributable shortcoming in the performance of an Agreement only arises if the Customer gives Saskia Bremer immediate and proper notice of default in writing, setting a reasonable term to remedy the shortcoming, and Saskia Bremer also after that term in the continues to fail to fulfill its obligations. The notice of default must contain as detailed a description as possible of the shortcoming, so that Saskia Bremer is able to respond adequately.
- 12.6. A condition for the existence of any right to compensation is always that the Customer reports the damage in writing to Saskia Bremer as soon as possible, but at the latest within 30 days after it has arisen.
- 12.7. In the event of force majeure, Saskia Bremer is not obliged to pay compensation for any damage caused to the Customer as a result.

Artikel 13. Retention of Title Business Purchases

- 13.1. All delivered goods remain the property of Saskia Bremer until all claims that Saskia Bremer has against the Business Customer (including any related (collection) costs and interest) have been paid in full.
- 13.2. Before the transfer of ownership referred to, the Business Customer is not authorized to sell, deliver or otherwise dispose of these items, other than in accordance with its normal business and the normal destination of the items. In addition, the Business Customer is not permitted to pledge these items or to grant third parties any other right to them as long as the ownership of these items has not passed to the Business Customer..
- 13.3. Business Customer is obliged to store the goods delivered under retention of title carefully and as recognizable property of Saskia Bremer.
- 13.4. Saskia Bremer is entitled to take back the goods that have been delivered under retention of title and are still at the buyer's premises if the Business Customer does not ensure timely payment of the invoices or is or is in danger of experiencing payment difficulties.
- 13.5. Business Customer shall at all times grant Saskia Bremer free access to its goods for inspection and/or exercise of Saskia Bremer's rights.

Artikel 14. Personal data

14.1. Saskia Bremer processes the Customer's personal data in accordance with the privacy statement published on the Website.

Artikel 15. Final provisions

15.1. Dutch law applies to the Agreement.

15.2. Insofar as not dictated otherwise by mandatory law, all disputes that may arise as a result of the Agreement will be submitted to the competent Dutch court in the district where Saskia Bremer is established.

15.3. If a provision in these General Terms and Conditions is found to be invalid, this will not affect the validity of the entire General Terms and Conditions. In that case, the parties will determine (a) new provision(s) to replace it, which will give shape to the intention of the original provision as much as legally possible.

15.4. In these General Terms and Conditions, "in writing" also includes communication by email and fax, provided that the identity of the sender and the integrity of the email are sufficiently established.

Contact details

If you have any questions, complaints or comments after reading these General Terms and Conditions, please do not hesitate to contact us in writing or by email.

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