

'T FEE HUYS

GENERAL TERMS AND CONDITIONS

1. APPLICABILITY OF THESE TERMS AND CONDITIONS

- 1.1 It is important that You read these Terms and Conditions carefully before ordering Products via the Website, as these Terms and Conditions govern the relationship between You and Us. These Terms and Conditions apply to all requests and enquiries from You, offers from Us (including, but not limited to, advertisements and/or quotations), the ordering process and Your (intended) purchase of Products. If You do not accept these Terms and Conditions, You cannot order any Products via the Website. With regard to Our sales, You may have other rights that are granted to You by mandatory law. These Terms and Conditions only affect these rights granted by applicable mandatory law in the event of contradictions and to the extent that they can be deviated from by law.

2. DEFINITIONS

In these Terms and Conditions, the terms referred to below with a capital letter (both in plural and singular) shall have the following meanings, unless expressly stated otherwise:

Agreement:	the Agreement concluded at a distance between You and 'T Fee Huys for the sale and delivery of the Products by means of distance selling via the Website, whereby exclusive use is made of one or more techniques for distance communication;
Business Day:	Monday to Friday from 9:00 a.m. to 5:00 p.m CE(S)T, with the exception of official Dutch public holidays.
Consumer:	any natural person who is acting for purposes which are outside his trade, business, craft or profession;
Dutch Civil Code	the Dutch Civil Code (in Dutch: Burgerlijk Wetboek")
Model Withdrawal Form:	the European model form included in Annex I of these Terms and Conditions for withdrawal from a distance contract;
Product	all Products offered by 'T Fee Huys on the Website;
Right of Withdrawal:	the possibility for the Consumer to withdraw from the distance contract within the Withdrawal Period, without giving any reason;
'T Fee Huys:	the sole proprietorship 'T Fee Huys established in Breda, the Netherlands;
Terms and Conditions:	these general terms and conditions;
Us/Our/We	'T Fee Huys;
Website:	www.feehuys.nl

Concept

Withdrawal period:	The period of fourteen (14) days within which a Consumer may exercise its Right of Withdrawal as further described in these Terms and Conditions;
You(r)(s):	any natural person or legal entity that visits the Website and/or has entered, or wishes to enter, into a Contract with Us.

3. WHO ARE WHE

–	Statutory name:	'T Fee Huys
–	Registered in the Trade Register of the Dutch Chamber of Commerce:	97481742
–	VAT number:	NL005272836B53
–	Postal address:	Willem Barendszstraat 27, 4812 RL Breda, Netherlands
–	Email address:	info@feehuys.nl

4. THE ORDERING PROCESS AND THE CONCLUSION OF AN AGREEMENT

- 4.1 Orders are transmitted via the Website. Once You are ready to make a purchase, You can proceed to checkout with Your shopping cart. The Website asks for Your payment details, which are processed on a secure server. After Your payment has been processed, Your order details including Your postal address will be shared with Us.
- 4.2 Customers have the option to create an account. During the registration process, You will be prompted to provide Your personal information, including but not limited to Your name, residential address, email address, and date of birth. Additionally, we request that You choose a password to enable future access to the Website using Your credentials. However, this does not alter the possibility of not creating an account and placing Your order by making use of the "Check Out as Guest" function and provide the required (personal) details to finalise the order.
- 4.3 After You have placed Your order, We will send You an automatically generated email with a summary of the Product(s) You have selected (the "**Acknowledgement Email**"). This automatically generated email is not to be considered as acceptance of Your order. In other words, the Acknowledgement Email is without prejudice to the fact that every order is subject to Our explicit acceptance (as further described in article 5.5). After receiving Your order and having sent the Acknowledgement Email, We will check whether the order will be accepted.
- 4.4 If We refuse the order, We will inform You within ten (10) Business Days after the Acknowledgement Email has been sent. In case You have already paid (a part of) the purchase price, You will then receive a full refund within ten (10) Business Days of notification of Our refusal to process the order from Us.
- 4.5 If We accept Your order, We will send You a second email with Our explicit acceptance of Your order and confirmation of shipment of the Product(s) to the delivery address You have filled in (the "**Shipping Email**"). We will automatically send this to the email address with

Concept

which You registered. The Contract between Us and You is formally formed by sending the Shipping Email.

- 4.6 You should check both the Acknowledgement Email and the Shipping Email for accuracy and contact Us immediately if You find any error.
- 4.7 If there is a problem with Your order that We would like further information on, You will be contacted by Us.

5. WHAT TO EXPECT WITH REGARD TO CONFORMITY AND AVAILABILITY

- 5.1 We ensure that the Products comply with the Contract and the specifications mentioned in Our offer, with reasonable requirements of reliability and/or usability and with the existing statutory provisions and/or government regulations on the date the Contract is concluded.
- 5.2 If it appears that the Products are not available/out of stock even though the order has been accepted by Us and the Shipping Email has been sent, We will notify You without undue delay. In that case, We will terminate the Contract with immediate effect and notify you by email. We will inform You if there are replacement products of equivalent quality or higher quality and value that You can order as an alternative. If You do not wish to order the replacement products, We will refund any amounts You may have already paid.

6. PRICE AND PAYMENT

- 6.1 The prices for the Product(s) published on the Website and at checkout are stated in euros and include all local taxes and fees that may apply to the Product(s). Delivery costs are not included in the prices. These costs are automatically added to the total due when You view Your items in Your shopping cart and depend on the volume, weight and dimensions of the Product(s) to be shipped.
- 6.2 Prices and delivery costs are subject to change at any time. However, such changes will not affect orders that have already been accepted and confirmed in the form of the Shipping Email.
- 6.3 The prices of the Products are checked regularly. Nonetheless, if We discover that there was a pricing error when You placed the order, We will contact You and ask if You would like to keep the order at the correct price. If We do not receive Your reaction within five (5) Business Days after We have contacted You, We will be entitled to charge the correct prices to You. The above also applies if We have already sent a Shipping Email.
- 6.4 Payment for the Products must be made by credit or debit card or via PayPal, iDEAL or Klarna. If You have agreed to advance payment, You may not assert any rights regarding the execution of the respective order until the stipulated advance payment has been made. You are obliged to immediately report inaccuracies in payment details provided or mentioned to Us.
- 6.5 If We are unable to accept Your order for any reason, We will, at Our option, either reject Your debit or credit card or refund the money You paid for that order in case of prepayment. Please note that Your card issuer may charge You an online processing fee or processing fee. We are not responsible for such fees. Credit and debit card holders may be required to perform authorization and authentication as part of the card payment process.
- 6.6 If You do not timely meet Your payment obligation(s), We will inform You of the late payment and grant You a period of fourteen (14) days, starting the day after receipt of the reminder, to still meet Your payment obligations. After the non-payment within this fourteen (14)-day

Concept

period, You will be in default by operation of law and will owe statutory interest on the outstanding amount equal based on respectively article 6:119/6:119a DCC and 6:120 DCC. Furthermore, We have the right to charge the extrajudicial collection costs We have incurred. These collection costs amount to a maximum of: 15% over outstanding amounts up to € 2,500; 10% over the next € 2,500 and 5% over the next € 5,000, with a minimum of € 40 and a maximum of € 6,775. Any payment made by You will then first go to reduce the costs, then to reduce the interest accrued, and finally to reduce the payable invoices that have been outstanding the longest and the accruing interest.

7. DELIVERY, TITLE AND RISK

- 7.1 We aim to get the Product(s) to You at the delivery address You provided in Your order within the time stated in the Shipment Email, however, We are unable to give You an exact delivery date to agree. The time as stated in the Shipment Email does not qualify as a fatal deadline (in Dutch: "*fatale termijn*"). In principle, Our regular deliveries of the Products take approximately 2 - 4 Business Days. When ordering an engraving, it can take 4 - 7 Business Days for the deliveries to reach You.
- 7.2 We reserve the right to make partial deliveries of the ordered Products.
- 7.3 When Your order is on the way, You will receive a notification from Us, as well as a tracking number with which You can track Your order (and be informed about the estimated time window of delivery). If You have any further questions please contact our Customer care team at info@feehuys.nl. Please note that this does not apply to pre-ordered Products as further delays may occur. You will receive Your tracking number as soon as Your order has been dispatched, with which You can track it.
- 7.4 Subject to these Terms of Sale, it shall be assumed that "delivery" has occurred, or the order has been "delivered", at the time that You or a person designated by You takes physical possession of the Products, which will be evidenced by the fact that at the agreed delivery address has been signed for receipt of the order. Title and risk of the Product(s) pass to You upon delivery.
- 7.5 The place of delivery is the address that You have filled in in the order process. You are obliged to ensure that personal delivery of the Products is possible at this registered delivery address. If You (or any person authorized by You) are (/is) not present at the delivery time indicated in the tracking details provided, and if it is possible to deliver the order again at a later time within the delivery window as communicated to You, then We will offer the Products a second time. If You are unable to receive the delivery within the relevant delivery slot, We or the carrier engaged by Us will contact You to make a new appointment. If a new appointment cannot be made and/or the order cannot be delivered in any other way, You are in default, the Contract will be terminated by Us by email notification and You must bear any additional costs or damages as a result of Your failure to cooperate with regard to delivery. We are not liable for any possible loss, damages or costs if delivery cannot be made according to the indicated delivery and shipment dates.
- 7.6 If for any reason We are unable to meet the estimated delivery date as stated in Our Shipping Email, We will inform You of the late delivery and give You the following two options: (1) to enforce the Contract although by agreeing upon the rescheduling of the delivery date as described in Our notification of late delivery, or (2) to cancel the Contract with a full refund

Concept

of the (part of the) purchase price You have already paid (if any). If You choose the second option, You will receive the refund within ten (10) Business Days after receipt of Your notification of cancellation of the Contract.

8. WHAT TO DO IN CASE OF NON-CONFORMITY

- 8.1 In the event that, at the time of delivery, You consider that a Product does not comply with the terms of the Contract, You must directly contact Us at info@feehuys.nl and inform Us of the Product details and the damages. To the extent reasonably possible, You should substantiate the aforementioned complaint with evidence, for example by submitting distinct photos. On acceptance of Your claim, We will provide You with a free returns slip and ask You to return the Product to Us within fourteen (14) days.
- 8.2 If You have returned the Product(s) to Us in accordance with Our instructions, We will thoroughly inspect the returned Product(s) and, within a reasonable period of time, inform You of Your right to a replacement or (if applicable) a refund. We will take care that the refund or replacement of the Product(s) will take place as soon as possible. The amounts paid for Products returned due to damages or defects will, if applicable, be refunded in full, including shipping costs and other costs You incurred to return the Product(s) to Us. Refunds will be made using the same means of payment You used to pay for Your purchase.
- 8.3 The provisions of this article are without prejudice to any rights to which You are entitled as a Consumer under applicable mandatory laws and regulations.

9. WHEN AND HOW TO EXERCISE THE RIGHT OF WITHDRAWAL

- 9.1 As a Consumer, You have the Right of Withdrawal from the Contract without giving reasons. The Withdrawal Period expires fourteen (14) days after the day on which You, or another person/party designated by You other than the carrier, has taken delivery of the Product(s). If You have ordered several Products with different delivery times, the Withdrawal Period shall expire after fourteen (14) days from the day on which You, or another person/party designated by You other than the carrier, has taken delivery of the last delivered Product(s). For all Products delivered during the period from November 1st to December 31st, the Right of Withdrawal period shall be extended to January 31st.
- 9.2 To exercise the Right of Withdrawal, You must inform Us of Your decision to withdraw from the Contract by contacting Us at info@feehuys.nl or by using Our contact form. For this purpose, You may also use the Model Withdrawal Form as enclosed with these Terms of Sale, but this is not obligatory.
- 9.3 To comply with the Withdrawal Period, it is sufficient to send Your communication concerning Your exercise of Right of Withdrawal before the Withdrawal Period has expired.

10. YOUR OBLIGATIONS IN THE EVENT OF WITHDRAWAL

- 10.1 You must return the Product(s) without undue delay and in any event no later than fourteen (14) days from the day on which You have informed Us of the withdrawal from the Contract.
- 10.2 You will bear the direct costs and risk of returning the Product(s) when invoking the Right of Withdrawal.
- 10.3 If You exercise your Right of Withdrawal You have to take care of the transport of the returned Product(s). We do not accept any risk regarding the transport and/or the Products themselves.

Concept

If a returned Product exhibits a defect that cannot be attributed to Us, then We are entitled to send it back to You. The associated costs will be charged to You.

- 10.4 Your Right of Withdrawal only applies if You return the Product(s) in the same condition as You received it/them. You must follow all Our instructions and, as far as reasonably possible, return all original documents and packaging materials of the Product(s) that may have been enclosed.
- 10.5 There will be no refund if the Product has been used/opened (e.g. if the seal has been broken), if it is damaged or if the Product is not in the same condition as You received it.
- 10.6 You should take reasonable and good care of the Products once they are in Your possession and return them to Us carefully.

11. REIMBURSEMENT IN THE EVENT OF WITHDRAWAL

- 11.1 After We have checked the Product(s), We will inform You of Your right to reimbursement of the paid amounts. Notwithstanding the foregoing, We may refuse the refund until We regain possession of the Product(s) or until You provide proof that You have returned the Products, whichever occurs first.
- 11.2 If You withdraw from the Contract and subject to article 11.3 of these Terms of Sale, We will reimburse all payments You have made up to that point (if any), excluding the direct costs of returning the Product(s), without delay and in any event no later than fourteen (14) days after We have been informed of Your decision to withdraw from the Contract.
- 11.3 We will reimburse You using the same means of payment with which You made the original transaction. In any event, You will not be charged any fees for invoking Your Right of Withdrawal.

12. EXCEPTIONS TO THE RIGHT OF WITHDRAWAL

- 12.1 In the following situations You have no Right of Withdrawal:
 - (a) the supply of Product(s) for which the price is dependent on fluctuations in the financial market which cannot be controlled by Us and which may occur within the Withdrawal Period;
 - (b) the supply of Product(s) made to Your specifications or clearly personalised;
 - (c) the supply of Product(s) which are, after delivery, according to their nature, inseparably mixed with other items.

13. INTELLECTUAL PROPERTY

All intellectual property rights relating to the Website, the Product(s) and all elements displayed on it, including in any case but not limited to the trademarks, drawings, models, photographs, texts, illustrations, logos, icons, graphics, products, sounds, images belong to Us, Our affiliated parties and/or Our licensors and/or content providers. We grant no licence to Consumers and/or third parties other than the right to visit the Website. Any other use is expressly prohibited. The aforementioned means, inter alia, that You are not allowed to publish, reproduce and/or edit the information mentioned on the websites without prior express permission, except for personal use.

Concept

14. THE ACCURACY AND ACCESSIBILITY OF AND LINKS ON OUR WEBSITE

- 14.1 The Website is created with the utmost care and skill. However, We cannot guarantee that the Website will always be available and that the information on the Website is complete, correct and up-to-date. To the extent permitted by mandatory law, We exclude any liability for damages arising out of or in connection with the use of the Website or the information thereon.
- 14.2 We make every effort to ensure that the Website is virus-free, but unfortunately We cannot guarantee this. The Website may contain links to third-party websites. We cannot guarantee the content and the functioning et cetera. of the websites of third parties. You agree that We have no control over and no liability for such linked websites.
- 14.3 The Products offered by Us on the Website are clearly and truthfully depicted and/or described and as complete as can reasonably be expected on the Website. However, obvious errors or mistakes in leaflets and/or publications, images, drawings, product descriptions, specifications, prices and/or any other stated data/information do not bind Us.

15. PROCESSING OF PERSONAL AND OTHER DATA

- 15.1 With respect to the use of the Website, the order process and carrying out the Agreement, We processes personal and other data of clients and third parties, in accordance with its privacy policy (which is available at <https://www.feehuys.nl/privacyverklaring>). In protecting such data, We exercise all the care that in reasonableness may be expected from Us and We take all appropriate technical and organisational measures for such protection. However, We are not liable for any damages caused by unauthorised access or loss of such data that arises despite of such care and these measures. Nor are We liable for any damages caused by unauthorised access, loss or manipulation of such data as a result of the transmission over or the use of internet, networks, systems or software developed by third parties.

16. FORCE MAJEURE

- 16.1 We cannot be held responsible for any failure to fulfil one or more obligations arising from the Agreement if it is not due to Our fault or if We cannot be held accountable for it by virtue of law, a juridical act or generally accepted principles (common opinion).
- 16.2 Force majeure shall in any case mean any circumstance which We could not have taken into account at the time of entering into the Contract and as a result of which the normal performance of the Agreement cannot reasonably be required by You. In such a situation, We will be entitled to dissolve the Agreement in full or in part and/or to suspend its execution without any obligation to pay compensation.
- 16.3 The circumstances referred to in this article shall in any case include – but not be limited to – incomplete and/or delayed deliveries by importers, manufacturers and suppliers, import and export bans, government measures, strikes, natural disaster, war, civil unrest, economic sanctions, fire, flood, particularly harsh weather conditions, explosions, pandemics, epidemics, terrorism obstructions by third parties, transport difficulties and circumstances that make the performance of the Contract more difficult and/or costly than could have been foreseen at the time the Contract was concluded.

Concept

17. CONTACT AND COMPLAINTS

- 17.1 Your comments and suggestions are always welcome. You can submit your comments, suggestions or complaints by contacting Us.
- 17.2 <https://www.feehuys.nl/contact>. In addition to the possibility of submitting Your complaint directly to us, You have the option of submitting Your complaint regarding the purchase of Products on Our website on the EU online dispute resolution platform (the ODR platform). The ODR platform provides Consumers with a simple alternative dispute resolution option in relation to online purchases. You can find the ODR platform [here](#).

18. AMENDMENTS

- 18.1 We are entitled to amend these Terms and Conditions. In case of any amendments We will publish the new version of the Terms and Conditions on Our Website.
- 18.2 The version of these Terms and Conditions, which applies to Your order, is the version found on the Website at the time of placing Your order.

19. APPLICABLE LAW

To all enquiries made by You, offers made by Us, the order process, Your (intended) purchase of the Products, the Agreement, the use of Our Website as well as these Terms and Conditions themselves, Dutch law applies.

Concept

ANNEX I

MODEL WITHDRAWAL FORM

(Only complete and return this form if You wish to withdraw from the Agreement)

- To 'T Fee Huys Willem Barendszstraat 27, 4812 RL Breda, the Netherlands, info@feehuys.nl:
- I/We (*) hereby inform You that I/We (*) withdraw from Our Agreement concerning the sale of the following goods/provision of the following service (*): _____

- Ordered on (*)/Received on (*), _____

- Name(s) of Consumer(s), _____

- Address of Consumer(s), _____

- Signature of Consumer(s) (*only if this form is submitted on paper*), _____

- Date: _____

(*): Delete as appropriate.