

GENERAL TERMS AND CONDITIONS Studio Immink

E-mail: info@studioimmink.com

Website: www.studioimmink.com

Address: De steen 18, 3931 VL, Netherlands

Definitions

1. Studio Immink: Studio Immink, established in Woudenberg, Chamber of Commerce no. 85063800.
2. Customer: the party which Studio Immink has entered into an agreement with.
3. Parties: Studio Immink and customer together.
4. Consumer: a customer who is an individual acting for private purposes or in the name of a business.

Applicability

1. These terms and conditions will apply to all quotations, offers, activities, orders, agreements and deliveries of services or products by or on behalf of Studio Immink.
2. Parties can only deviate from these conditions if they have explicitly agreed upon in writing.
3. The parties expressly exclude the applicability of supplementary and/or deviating general terms and conditions of the customer or of third parties.

Prices

All prices used by Studio Immink are inclusive of VAT and exclusive of any other costs such as administration costs, levies and travel-, shipping- or transport expenses, unless expressly stated otherwise or agreed otherwise.

Payments and payment term

1. Studio Immink may, at the conclusion of the agreement, require a down payment of up to 50% of the agreed amount.
2. The customer must have paid the full amount within 14 days, after delivery.
3. Payment terms are considered as fatal payment terms. This means that if the customer has not paid the agreed amount at the latest on the last day of the payment term, he is legally in default, without Studio Immink having to send the customer a reminder or to put him in default.
4. Studio Immink reserves the right to make a delivery conditional upon immediate payment or to require adequate security for the total amount of the services or products.

Right of recovery of goods

1. As soon as the customer is in default, Studio Immink is entitled to invoke the right of recovery with regard to the unpaid products delivered to the customer.

2. Studio Immink invokes the right of recovery by means of a written or electronic announcement.
3. As soon as the customer has been informed of the claimed right of recovery, the customer must immediately return the products concerned to Studio Immink, unless the parties agree to make other arrangements about this.
4. The costs for the collection or return of the products are at the expense of the customer.

Right of withdrawal

1. A consumer may cancel an online purchase during a cooling-off period of 14 days without giving any reason, provided that:
 - the product has not been used and/or is undamaged
 - the product is not specially tailored for the consumer or adapted to its special needs
2. The cooling-off period of 14 days as referred to in paragraph 1 commences:
 - on the day the consumer has received the product
 - as soon as the consumer has confirmed the purchase of digital content via the internet
3. The consumer can notify his right of withdrawal by sending an e-mail containing the subject 'withdrawal' via info@studioimmink.com, or by filling in the contact form on www.studioimmink.com, under 'contact'.
4. The consumer is obliged to return the product to Studio Immink within 14 days after the notification of his right of withdrawal, after which period his right of withdrawal will lapse.

Reimbursement of delivery costs

1. If the purchase costs and any other costs (such as shipping and return costs) are eligible for reimbursement according to the law, Studio Immink will refund these costs to the consumer within 14 days of receipt of the timely appeal to the right of withdrawal, provided that the consumer has returned the product to Studio Immink in time.
2. The costs for return are only reimbursed by Studio Immink if the complete order is returned.

Reimbursement of return costs

If the consumer invokes his right of withdrawal and returns the entire order on time, the costs for returning the complete order will be borne by the consumer.

Right of retention

1. Studio Immink can appeal to his right of retention of title and in that case retain the products sold by Studio Immink to the customer until the customer has paid all outstanding invoices with regard to Studio Immink.
2. The right of retention of title also applies on the basis of previous agreements from which the customer still owes payments to Studio Immink.

Settlement

The customer waives his right to settle any debt to Studio Immink with any claim on Studio Immink.

Delivery

1. Delivery takes place while stocks last.
2. Delivery of products ordered online takes place at the address indicated by the customer.
3. If the agreed price is not paid on time, Studio Immink has the right to suspend its obligations until the agreed price is fully paid.
4. In the event of late payment, the customer is automatically in default, and hereby he cannot object to late delivery by Studio Immink.

Delivery period

1. Any delivery period specified by Studio Immink is indicative and does not give the customer the right to dissolution or compensation if this period is not met with, unless the parties have expressly agreed otherwise in writing.
2. The delivery starts once the customer has fully completed the (electronic) ordering process and received an (electronic) confirmation of his order from Studio Immink.
3. Exceeding the specified delivery period does not entitle the customer to compensation or the right to terminate the contract, unless Studio Immink cannot deliver within 14 days after the customer has urged him to do so in writing or if the parties have agreed upon otherwise.

Actual delivery

1. The customer must ensure that the actual delivery of the products ordered by him can take place in time.
2. Transport costs are paid by the customer, unless the parties have agreed upon otherwise.

Packaging and shipping

1. If the package of a delivered product is opened or damaged, the customer must have a note drawn up by the forwarder or delivery person before receiving the product. In the absence of which Studio Immink may not be held liable for any damage.
2. If the customer himself takes care of the transport of a product, he must report any visible damage to products or the packaging prior to the transport to Studio Immink, failing which Studio Immink cannot be held liable for any damage.

Complaints

1. The customer must examine a product or service provided by Studio Immink as soon as possible for possible shortcomings.
2. If a delivered product or service does not comply with what the customer could reasonably expect from the agreement, the customer must inform Studio Immink of this as soon as possible, but in any case within 7 days after the discovery of the shortcomings.
3. Consumers must inform Studio Immink of this within 7 days after detection of the shortcomings.
4. The customer gives a detailed description as possible of the shortcomings, so that Studio Immink is able to respond adequately.
5. The customer must demonstrate that the complaint relates to an agreement between the parties.

6. The customer must provide any notice of default to Studio Immink in writing.
7. It is the responsibility of the customer that a notice of default actually reaches Studio Immink (in time).

Liability of Studio Immink

All images, photos, colors, drawings, descriptions on the website or in a catalog are only indicative and are only approximate and cannot lead to any compensation and/or (partial) dissolution of the agreement and/or suspension of any obligation.

Force majeure

1. In addition to the provisions of article 6:75 Dutch Civil Code, a shortcoming of Studio Immink in the fulfillment of any obligation to the customer cannot be attributed to Studio Immink in any situation independent of the will of Studio Immink, when the fulfillment of its obligations towards the customer is prevented in whole or in part or when the fulfillment of its obligations cannot reasonably be required from Studio Immink .
2. The force majeure situation referred to in paragraph 1 is also applicable - but not limited to: state of emergency (such as civil war, insurrection, riots, natural disasters, etc.); defaults and force majeure of suppliers, deliverymen or other third parties; unexpected disturbances of power, electricity, internet, computer or telecoms; computer viruses, strikes, government measures, unforeseen transport problems, bad weather conditions and work stoppages.
3. If a situation of force majeure arises as a result of which Studio Immink cannot fulfill one or more obligations towards the customer, these obligations will be suspended until Studio Immink can comply with it.
4. From the moment that a force majeure situation has lasted at least 30 calendar days, both parties may dissolve the agreement in writing in whole or in part.
5. Studio Immink does not owe any (damage) compensation in a situation of force majeure, even if it has obtained any advantages as a result of the force majeure situation.

Applicable law and competent court

1. Dutch law is exclusively applicable to all agreements between the parties.
2. The Dutch court in the district where Studio Immink is established is exclusively competent in case of any disputes between parties, unless the law prescribes otherwise.

Attribution

These terms and conditions were created using a document from Rocket Lawyer (<https://www.rocketlawyer.com/nl/nl>). Drawn up on 31st October 2022.