

## Terms and Conditions of Dress The Message

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### **Article 1: Definitions**

In these general terms and conditions, the following definitions shall apply:

**Contractor:** Dress the Message, part of GWBizz, based in Eindhoven and registered with the Chamber of Commerce there under number 17209835.

**Client:** The party issuing the order.

**Order:** every order from Client to Contractor, regardless of the way in which it is given.

**Agreement:** every Agreement, by whatever means, concluded between the Contractor and the Client, every amendment or supplement thereto, as well as all acts in preparation and execution of that Agreement.

**Work:** The total of the work agreed between the Client and the Contractor and/or materials delivered by the Contractor.

### **Article 2: General**

1. These General Terms and Conditions apply - to the exclusion of any General Terms and Conditions of the Client - to all Agreements for Assignments (including supplementary assignments and/or follow-up assignments) concluded with the Contractor, unless otherwise agreed in writing prior to the conclusion of the Agreement.

2. If one or more of the provisions of the General Terms and Conditions are null and void or are annulled by judicial intervention, the remaining provisions of the General Terms and Conditions shall remain fully applicable. Contractor and the Client will then consult to agree on new provisions to replace the void or voided provisions, whereby if and to the extent possible the purpose and meaning of the original provisions will be observed.

3. The Contractor is authorized to amend and/or supplement these General Terms and Conditions without prior notice. Any amended General Terms and Conditions shall apply to all new agreements and to current agreements.

### **Article 3: Quotation, offer and acceptance**

1. The proposals made by the Contractor are without obligation. Any proposal made by the Contractor shall automatically lapse if not accepted by the Client in writing within 14 days, unless expressly agreed otherwise.

2. The Contractor's proposal shall at least contain a description of the materials to be supplied and/or work to be performed, which is sufficient for the Client to make a proper assessment of the offer.

3. The Agreement is concluded at the moment that the Client has agreed to the unchanged quotation or offer in writing or digitally, or as much earlier as the parties actually start to perform the Agreement. In the event of amendments to the quotation or offer, the Agreement shall not be concluded until the Contractor confirms the amendment in writing or digitally.

4. All orders shall be deemed to have been given exclusively to the Contractor and not to a (legal) person affiliated with the Contractor. This also applies if it is the Client's explicit or tacit intention that the assignment be carried out by a specific person. This Article applies accordingly if work is performed other than under an assignment agreement.

5. The Contractor is authorized to use third parties in the execution of agreements with the Client. These General Terms and Conditions also apply in that situation.

#### **Article 4: Duration, termination and dissolution**

1. The Agreement shall be deemed to have been entered into for the duration stated in the Agreement. Should no duration be specified in the agreement, the agreement shall be considered terminated when the performance has been mutually delivered.

2. The delivery periods stated by the Contractor are indicative in nature. Contractor shall not be in default until Client has given him written notice of default.

3. If the Client fails to fulfill its obligations under the Agreement, the Contractor shall be entitled to suspend the performance of all Agreements concluded with the Client in question, without notice of default being required. The Client is not thereby entitled to compensation for damage, lost profits and interest.

4. Contractor shall be entitled to terminate or suspend the Agreement in whole or in part with immediate effect, without judicial intervention, in writing and without any obligation to pay damages or compensation, if:

- Client fails to fulfill its obligations under the Agreement in full or on time
- Contractor becomes aware of circumstances after the conclusion of the Agreement that give good reason to fear that Client will not fulfil his obligations
- Client was requested, at the conclusion of the Agreement, to provide security for the fulfilment of his obligations under the Agreement and this security is not provided
- Client dies or files for bankruptcy
- The Client's bankruptcy is granted
- The Client's activities are discontinued or liquidated
- If any of the Client's assets are seized
- If circumstances arise which are of such a nature that performance of the Agreement becomes impossible or unaltered maintenance of the Agreement cannot reasonably be required of Contractor.

5. If the Agreement is dissolved, Contractor's claims against Client are immediately due and payable.

6. If the dissolution is attributable to the Client, the Contractor will be entitled to compensation for the damage caused directly and indirectly as a result.

#### **Article 5: Prices**

1. All Contractor's prices are exclusive of VAT and other government levies if Client is a business customer. In case Client is a private customer, the prices include VAT and any other levies imposed by the government.

2. If the price in an offer is based on the data provided by the Client and these subsequently prove to be incorrect, the Contractor shall be entitled to adjust these prices to the prices reasonably corresponding to the correct data, even after the Agreement has been concluded.

3. All prices stated in Contractor's quotation are subject to typing and calculation errors.

### **Article 6: Payments**

1. The work will in principle be charged in advance, unless otherwise stipulated in the quotation or offer.
2. Payment shall be made, without deduction, discount or set-off, unless otherwise agreed, in euros to the Contractor's bank account.
3. The payment term of invoices is 14 days after the invoice date. Payment must be made in the manner stated on the invoice.
4. In the event of non-payment or incomplete payment, the Contractor shall be in default by operation of law after the expiry of the term referred to in the first paragraph and the Contractor shall be entitled, without further demand or notice of default, to charge the Client statutory interest from the due date until the date of payment in full, without prejudice to the Contractor's further rights. Only in the case of a private Client will the Contractor send a one-time notice of default of at least 14 days to still pay.
5. All judicial and extrajudicial costs reasonably incurred by Contractor as a result of non-performance by Client shall be charged to Client.
6. If the Client has not fully fulfilled all its obligations to the Contractor, the Contractor shall be entitled to suspend its performance under the Agreement. The Contractor shall never be liable for any damage caused by the suspension.

### **Article 7: Additional work**

1. If the Client's wishes, which can reasonably be considered by the Contractor to be an amendment or addition to the stated quotation, increase the Contractor's quantity of work, this will be regarded as additional work.
2. If there is additional work, as stated in Article 7 paragraph 1, this will first be issued again in a quotation to the Client and requested to confirm the Client's agreement for the additional work in writing, unless the urgency of the work does not permit this.
3. The absence of a written order shall not affect any claims made by Contractor to Client.

### **Article 8: Right of withdrawal**

1. Customer in this Article shall always mean the private customer or consumer who is also an individual acting as a private person. The business customer is explicitly excluded from the right of withdrawal.
2. Client has the right to cancel an online purchase within 14 days of purchase without giving any reason. This does not apply if:
  - The product has been used
  - It is a product that can spoil quickly, such as food or flowers
  - It is a product that has been customized or adapted especially for the consumer
  - The product cannot be returned for hygienic reasons, such as underwear
  - The seal is no longer intact
  - The product or service is a travel, restaurant, transportation, catering or leisure product
  - The product is a loose magazine or newspaper
  - Client has waived his right of withdrawal

3. The 14-day reflection period from paragraph 1 starts:

- On the day after Client has received the last product or part of one order, or
- As soon as the Client has confirmed that he will purchase the digital content via the Internet.

4. The Client can invoke the right of withdrawal by sending an e-mail to the Contractor during the reflection period, in which the Client indicates that he wishes to withdraw the order.

5. After invoking the right of withdrawal, Client must return what he has withdrawn to Contractor within 14 days. If the Client has not returned the products or has not returned them on time, his right of withdrawal will lapse.

#### **Article 9: Delivery costs**

1. Delivery costs shall be paid by Client, unless otherwise agreed in writing.

2. If the Client has exercised its right of withdrawal in good time and has also returned the products to the Contractor in good time, the Contractor will refund any shipping costs paid by the Client to the Contractor as soon as possible but within 14 days at the latest.

3. Client is only eligible for reimbursement of delivery costs if the entire order has been returned.

#### **Article 10: Reimbursement of return costs**

1. The costs of returning the order shall be paid by Client and shall not be compensated by Contractor.

#### **Article 11: Right of retention**

1. The Contractor reserves the right to invoke the right of lien and, in that case, retain products of the Contractor until the Client has paid all outstanding invoices to the Contractor.

2. The right of retention shall also apply pursuant to previous agreements from which Client still owes payments to Contractor.

3. If the Contractor makes use of the right of retention, the Contractor will never be liable for any loss, whether direct or indirect, that the Client may suffer as a result of this right of retention.

#### **Article 12: Delivery period**

1. Delivery will take place while stocks last.

2. Delivery will take place at the Contractor's premises, unless agreed otherwise.

3. Delivery of items ordered online will be made to the address specified by the Client.

4. Contractor reserves the right to suspend its obligations if the agreed amount is not paid or not paid on time.

5. Late delivery due to Client's failure to timely fulfill its payment obligation shall constitute creditor default and Client cannot hold late delivery against Contractor.

### **Article 13: Delivery time**

1. The delivery times specified by Contractor are indicative only and, if exceeded, do not entitle Client to rescission or damages, unless parties have explicitly agreed otherwise.
2. The delivery period shall commence from the moment the Client has fully completed the ordering process and received confirmation from the Contractor.

### **Article 14: Actual delivery**

1. Client shall ensure that the actual delivery of the products ordered by him can take place in a timely manner.

### **Article 15: Packaging and shipment**

1. If the packaging of the delivered product has been opened or damaged, Client shall have this noted by the forwarding agent or delivery agent before taking possession of the product. If Client fails to do so, Contractor can never be held liable for any damage.
2. If Client is responsible for transport, he must report any visible damage to the packaging or to the products prior to transport to Contractor. If the Client fails to do so, the Contractor can never be held liable for any damage.

### **Article 16: Retention**

1. If Client takes possession of products later than the agreed delivery date, the risk of loss of quality is for Client.
2. Any additional costs resulting from premature or delayed acceptance of the products shall be fully for the Client's account.

### **Article 17: Warranty**

1. The warranty on products applies only to defects caused by faulty manufacture, construction or material.
2. Warranty does not apply in case of normal wear and tear and damage caused by accidents, modifications made to the product, negligence or incompetent use, as well as when the cause of the defect cannot be clearly determined.
3. The risk of loss, damage or theft of the products purchased by the Client from the Contractor shall pass to the Client at the moment at which they are legally and/or actually delivered, or at any rate when they come under the control of the Client or of a third party taking delivery of the products on behalf of the Client.

### **Article 18: Indemnification**

1. Client shall indemnify Contractor against all claims of third parties related to the products and/or services provided by Contractor.

### **Article 19: Joint and several liability**

1. If the Contractor concludes an agreement with several Clients, each of them shall be jointly and severally liable for the full amounts they owe under the agreement with the Contractor.

### **Article 20: Liability**

1. The Contractor's liability is limited to that which appears in this Article.
2. The Contractor shall only be liable for loss or damage resulting from a shortcoming in the execution of the order insofar as this shortcoming is the result of a lack of care which could reasonably be expected of him or intent or gross negligence.
3. The Contractor's liability is always limited to no more than the amount that will be paid out under the Contractor's professional liability insurance.
4. If for whatever reason no payment is made under the insurance mentioned in the previous Article paragraph, the liability in the event of a continuing performance contract is limited to the amount charged by the Contractor in the previous month.  
If there is no question of a continuing performance contract, the foregoing liability will be limited to the amount the Contractor has charged the Client for the contract in question.
5. Contractor accepts no liability for a shortcoming of third parties engaged by it.  
To the extent that third parties limit their liability for professional errors, the Contractor shall be entitled to accept such limitation of liability on behalf of the Client.
6. In the event of force majeure, the Contractor shall never be liable.
7. The Contractor's liability is limited to direct damage and does not extend on indirect damages including consequential damages, lost income and profits, property damage, missed savings, incurred losses and damages due to business interruption.

### **Article 21: Retention of title**

1. Contractor remains owner of all delivered products until Client has completely fulfilled all its payment obligations towards the Contractor on the basis of whatever agreement concluded with the Contractor, including of claims for failure to perform.
2. Until such time, Contractor may invoke his retention of title and repossess the goods.
3. Before ownership has passed to Client, Client is prohibited from pledging, selling, alienating or otherwise encumbering the delivered or assembled products.
4. If the Contractor invokes his retention of title, the Agreement shall be deemed terminated and Contractor shall be entitled to claim damages, loss of profit and interest.

### **Article 22: Privacy**

1. The Client, as the controller under the laws and regulations governing the processing of personal data, is responsible for compliance with these laws and regulations. The responsibility for personal data processed in the context of the services provided lies with Client.
2. Client warrants to Contractor that the content, use and/or processing of the personal data is not unlawful and does not infringe any right of a third party, that these personal data are collected and shared lawfully, and indemnifies Contractor against any legal claim by a third party, on any basis whatsoever, in connection with the processing of these personal data, unless Client proves that the facts underlying the claim are attributable to Contractor.

**Article 23: Complaints**

1. Complaints and/or defects relating to the Contractor's work or invoices must be notified to the Contractor by the Client in writing, stating the reasons, within one month of the date of dispatch of the documents or information about which the Client is complaining, on penalty of the lapse of all rights which the Client could have asserted in this respect, both in and out of court.

2. A complaint does not suspend the Client's payment obligation.

**Article 24: Time limit**

1. All possible claims by the Client against the Contractor shall lapse within six months after the facts on which the claim is based were known to the Client or could reasonably have been known to the Client, but in any event one year from the date of the last invoice for the assignment in question.

**Article 25: Applicable law and court**

1. The legal relationships between the Client and the Contractor shall be governed by Dutch law. applicable.

2. Disputes shall be decided exclusively by the court in the region where the Contractor has its registered office. Nevertheless, the Contractor has the right to submit disputes to the competent court in the Client's place of residence.

3. These General Terms and Conditions have been drawn up in various languages. The Dutch text shall prevail in the event of a discrepancy between the Dutch version and a version drawn up in another language.