

General Terms and Conditions Ashpatchum

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Article 1 - Definitions

In these terms and conditions, the following terms have the following meanings:

1. **Reflection period:** the period within which the consumer can exercise his right of withdrawal;
2. **Consumer:** the natural person not acting in the exercise of a profession or business and who enters into a distance contract with the entrepreneur;
3. **Day:** calendar day;
4. **Durable data carrier:** any means that enables the consumer or entrepreneur to store information that is addressed to him personally, in a way that allows future consultation and unaltered reproduction of the stored information.
5. **Right of withdrawal:** the possibility for the consumer to withdraw from the distance contract within the withdrawal period;
6. **Model form:** the model form for withdrawal made available by the entrepreneur that a consumer can fill in when he wants to use his right of withdrawal.
7. **Entrepreneur:** the natural or legal person who offers products and/or services to consumers from a distance;
8. **Distance contract:** an agreement under which, within the framework of a system organized by the entrepreneur for distance selling of products and/or services, up to and

including the conclusion of the agreement, exclusive use is made of one or more techniques for distance communication;

9. **Technology for distance communication:** means that can be used for the conclusion of an agreement, without the consumer and entrepreneur coming together in the same room at the same time.
10. **General terms and conditions:** the present general terms and conditions of the entrepreneur.

Article 2 - Identity of the entrepreneur

Ashpatchum

Lutkenend 8

9462 PN Gasselte

Email: info@ashpatchum.com

KVK: 85314285

Article 3 - Applicability

1. These general terms and conditions apply to any offer made by the entrepreneur and to any distance contract and order that is concluded between the entrepreneur and the consumer.
2. Before the distance contract is concluded, the text of these general terms and conditions will be made available to the consumer. If this is not reasonably possible, before the distance contract is concluded, it will be indicated that the general terms and conditions can be viewed by the entrepreneur, and they will be sent free of charge at the consumer's request.
3. If the distance contract is concluded electronically, then, contrary to the previous paragraph, and before the distance contract is concluded, the text of these general conditions will be made available to the consumer in electronic form in such a way that the consumer can easily store them on a durable data carrier. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general terms and conditions can be consulted electronically and that they will be sent free of charge to the consumer, at his request, either electronically or in another way.
4. In the event that specific product or service conditions apply in addition to these general terms and conditions, the second and third paragraphs apply accordingly and, in the event of conflicting general terms and conditions, the consumer may always invoke the applicable provision that is most favourable to him.
5. If one or more provisions in these general conditions are wholly or partially invalid or nullified at any time, the agreement and these conditions will remain in force for the rest and the provision in question will be replaced by mutual agreement without delay by a provision that approaches the intention of the original as much as possible.

6. Situations not covered by these general terms and conditions should be handled "in the spirit" of these general terms and conditions.
7. Uncertainties about the explanation or content of one or more provisions of our terms and conditions should be explained 'in the spirit' of these terms and conditions.

Article 4 - The offer

1. If an offer has a limited validity period or is made subject to conditions, this will be explicitly stated in the offer.
2. The offer is without obligation. The entrepreneur is entitled to change and adjust the offer.
3. The offer contains a complete and accurate description of the products and / or services offered. The description is sufficiently detailed to allow a proper assessment of the offer by the consumer. If the entrepreneur uses images, these are a truthful representation of the products and / or services offered. Obvious mistakes or obvious errors in the offer do not bind the entrepreneur.
4. All images, specifications and data in the offer are indicative and cannot be a reason for compensation or cancellation of the agreement.
5. Images of products are a true representation of the products offered. Entrepreneur cannot guarantee that the displayed colours exactly match the real colours of the products.
6. Each offer contains such information that it is clear to the consumer what the rights and obligations are, which are connected to the acceptance of the offer. This concerns in particular:
 - the price excluding taxes;
 - any shipping costs;
 - the way in which the agreement will be concluded and which actions are required for this;
 - whether or not to apply the right of withdrawal;
 - the method of payment, delivery and implementation of the agreement;
 - the period for accepting the offer, or the period within which the entrepreneur guarantees the price;
 - the level of the rate of distance communication if the cost of using the technology for distance communication are calculated on a basis other than the regular basic rate for the means of communication used;
 - whether the agreement will be archived after its completion, and if so, in what way it can be consulted by the consumer;
 - the manner in which the consumer, before concluding the contract, can check the data provided by him in the context of the agreement and, if desired, correct them; and

- the possible other languages in which, besides Dutch, the agreement can be concluded.

Article 5 - The agreement

1. The agreement is concluded, subject to the provisions of paragraph 4, at the moment the consumer accepts the offer and meets the corresponding conditions.
2. If the consumer has accepted the offer electronically, the entrepreneur will immediately electronically confirm receipt of the acceptance of the offer. As long as the receipt of this acceptance has not been confirmed by the entrepreneur, the consumer can dissolve the agreement.
3. If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to protect the electronic transfer of data and will ensure a secure web environment. If the consumer is able to pay electronically, the entrepreneur will observe appropriate security measures.
4. The entrepreneur can – within legal frameworks – obtain information about the consumer's ability to fulfill his payment obligations, as well as about all those facts and factors which are important for a responsible conclusion of the distance contract. If, on the basis of this investigation, the entrepreneur has good reason not to enter into the agreement, he is entitled to refuse an order or application or to attach special conditions to the implementation.
5. The entrepreneur will send the following information with the product or service to the consumer, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable data carrier:
 - The visiting address of the entrepreneur's branch where the consumer can address complaints;
 - The conditions under which and the way in which the consumer can use the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
 - the data included in article 4, paragraph 3 of these conditions, unless the entrepreneur has already provided this data to the consumer before the execution of the agreement.
6. Each agreement is entered into under the suspensive conditions of sufficient availability of the products in question.

Article 6 - Right of withdrawal

Upon delivery of products:

1. When purchasing products, the consumer has the option of dissolving the agreement without giving reasons for 14 days. This reflection period starts on the day after receiving the product by the consumer or a representative previously designated by the consumer and made known to the entrepreneur.
2. During the reflection period, the consumer will handle the product and its packaging with care. He will only unpack or view the product to the extent necessary to assess whether he wishes to keep the product. If he exercises his right of withdrawal, he will return the product to the entrepreneur with all accessories supplied and - if reasonably possible - in its original condition and packaging, in accordance with the reasonable and clear instructions provided by the entrepreneur.
3. When the consumer wishes to use his right of withdrawal, he is obliged to make this known to the entrepreneur within 14 days after receiving the product. The consumer must make this known using the model form or by another means of communication, such as e-mail. After the consumer has made it known that he wants to use his right of withdrawal, the customer must return the product within 14 days. The consumer must prove that the delivered goods have been returned in time, for example by proof of shipment.
4. If, at the end of the periods specified in paragraphs 2 and 3, the customer has not indicated that he wishes to exercise his right of withdrawal, or has not returned the product to the entrepreneur, the purchase is a fact.

Article 7 - Costs in case of withdrawal

1. If the consumer uses his right of withdrawal, at most the cost of return shipment will be charged to the consumer.
2. If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible, but no later than 14 days after the withdrawal. This is subject to the condition that the product has already been received back by the entrepreneur or to provide conclusive evidence of complete return. Refunds will be made through the same payment method used by the consumer, unless the consumer explicitly authorizes a different payment method.
3. If the product is damaged due to careless handling by the consumer himself, the consumer is liable for any decrease in value of the product.
4. The consumer cannot be held liable for decrease in value of the product when not all legally required information about the right of withdrawal has been provided by the entrepreneur, this should be done before the conclusion of the purchase agreement.

Article 8 - Exclusion of the right of withdrawal

1. The entrepreneur can exclude the consumer's right of withdrawal for products as described in paragraph 2. The exclusion of the right of withdrawal only applies if the

entrepreneur has clearly stated this in the offer, at least in time for the conclusion of the agreement.

2. Exclusion of the right of withdrawal is only possible for products:
 - that were made by the entrepreneur accordingly to specifications of the consumer; and
 - that are clearly personal of nature.

Article 9 - The Price

1. During the period of validity stated in the offer, the prices of the products and/or services offered will not be increased, except for price changes due to changes in VAT rates.
2. Contrary to the previous paragraph, the entrepreneur may offer products or services whose prices are subject to fluctuations in the financial market that are beyond the entrepreneur's control, with variable prices. This connection to fluctuations and the fact that any prices mentioned are target prices will be mentioned in the offer.
3. Price increases within 3 months of the conclusion of the agreement are permitted only if they result from legal regulations or provisions.
4. Price increases from 3 months after the conclusion of the contract are only allowed if the entrepreneur has stipulated them and:
 - these are the result of statutory regulations or stipulations; or
 - the consumer is authorized to terminate the contract on the day on which the price increase takes effect.
5. The prices mentioned in the offer of products or services do not include VAT.
6. All prices are subject to printing and typesetting errors. No liability is accepted for the consequences of printing and typesetting errors. In case of printing and typesetting errors, the entrepreneur is not obliged to deliver the product according to the incorrect price.

Article 10 - Compliance

1. The entrepreneur guarantees that the products and/or services comply with the agreement, the specifications mentioned in the offer, the reasonable requirements of usability and/or reliability and the existing legal provisions and/or government regulations on the date of the conclusion of the agreement. If agreed, the entrepreneur also guarantees that the product is suitable for normal use.
2. Incorrectly delivered products must be reported to the entrepreneur online (via email) within 14 days of delivery. Products must be returned in their original packaging and in new condition.

3. However, the entrepreneur is never responsible for the ultimate suitability of the products for each individual application by the consumer, nor for any advice regarding the use or application of the products.
4. In any case, the entrepreneur has no responsibility if:
 - the consumer has repaired and/or modified the delivered products himself or had them repaired and/or modified by a third party;
 - the delivered products have been exposed to abnormal conditions or otherwise carelessly treated or have been treated contrary to the instructions of the entrepreneur and/or on the packaging;
 - the defectiveness is wholly or partly the result of regulations which the government has imposed or will impose on the nature or quality of the materials used.

Article 11 - Delivery and implementation

1. The entrepreneur will take the greatest possible care when receiving and executing orders for products and when assessing requests for the provision of services.
2. The place of delivery is the address that the consumer has made known to the company.
3. Subject to what is stated in paragraph 4 of this article, the company accepted orders expeditiously but not later than 30 days, unless consumer has agreed to a longer delivery period. If the delivery is delayed, or if an order is not or only partially carried out, the consumer receives notice of this no later than 30 days after the order was placed. In that case, the consumer has the right to dissolve the agreement without cost. The consumer is not entitled to compensation.
4. All delivery terms are indicative. The consumer cannot derive any rights from any terms mentioned. Exceeding a deadline does not entitle the consumer to compensation.
5. In case of dissolution in accordance with the paragraph 3 of this article, the entrepreneur will refund the amount paid by the consumer as soon as possible, but at the latest within 14 days after dissolution.
6. If delivery of an ordered product turns out to be impossible, the entrepreneur will make an effort to provide a replacement article. At the latest, upon delivery, it will be reported in a clear and comprehensible manner that a replacement article is being delivered. With replacement articles, the right of withdrawal cannot be excluded. The costs of any return shipment shall be for the account of the entrepreneur.
7. The risk of damage and/or loss of products rests with the entrepreneur until the moment of delivery to the consumer or a representative previously designated and made known to the entrepreneur, unless otherwise expressly agreed.

Article 12 - Payment

1. Unless otherwise agreed, the amounts owed by the customer should be paid prior to delivery.
2. The consumer has the duty to report inaccuracies in payment data provided or stated immediately to the entrepreneur.
3. In case of non-payment by the consumer, the entrepreneur has, subject to legal restrictions, the right to charge the reasonable costs made known in advance to the consumer.

Article 13 - Complaints procedure

1. For complaints, consumers can email info@ashpatchum.com.
2. Complaints about the performance of the agreement must be submitted to the entrepreneur fully and clearly described within 2 months, after the consumer has identified the defects.
3. Complaints submitted to the entrepreneur will be answered within a period of 14 days from the date of receiving. If a complaint requires a longer processing time, the entrepreneur will respond within the 14-day period with a notice of receiving and an indication of when the consumer can expect a more detailed answer.
4. In case of complaints, a consumer should first turn to the entrepreneur.
5. A complaint does not suspend the obligations of the entrepreneur, unless the entrepreneur indicates otherwise in writing.
6. If a complaint is found to be valid by the entrepreneur, the entrepreneur will, at its choice, either replace or repair the delivered product(s) free of charge.

Article 14 - Disputes

1. On agreements between the entrepreneur and the consumer to which these general conditions relate, only Dutch law applies. Even if the consumer lives abroad.
2. The District Court of Noord-Nederland is competent to take knowledge of disputes.
3. The Vienna Sales Convention does not apply.

Article 15 - Additional or different stipulations

Additional provisions or provisions deviating from these general conditions may not be to the detriment of the consumer, and must be recorded in writing or in such a way that they can be stored by the consumer in an accessible manner on a durable data carrier.

Article 16 - Privacy

When entering your personal data, you automatically agree to our privacy statement. See privacy statement (<https://ashpatchum.com/privacy/>).