

# TERMS & CONDITIONS

## **Standje Graf - Robbie Aldjufri en Tom Afman**

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General Terms and Conditions for Standje Graf.

## 1 Scope and Definitions

(1) These General Terms and Conditions (the “Terms”) will apply when you access the Standje Graf and Standje Graf Web shop (the “Web shop“). Any reference to “we”/”us”/”our” in these Terms is a reference to Standje Graf and any reference to “you”/”yours” means you, the user of the site and Web shop.

(2) Read these Terms before using the site and Web shop and placing your order. By accessing any part of the Web shop or ordering goods from the Web shop, you agree to be bound by these Terms.

(3) These Terms are available in English.

## 2 Our Contract

(1) When you use the Web shop and you are under 18 years of age, your parents/guardians must assent to your purchases.

(2) Your order constitutes an offer to us to buy the goods you select from the Web shop. All orders are subject to availability and will not constitute a binding contract of sale until accepted by us. We reserve the right to refuse to accept an order.

## 3 The Order Process

(1) You may select items from our shop, details of which will be added to the “cart” by clicking on the “in winkelwagen-button”. By clicking on the “ga naar de kassa-button” you initiate the checkout process for the goods added to the cart. By clicking on the “bestellen -button” you submit an offer to buy the goods in the cart, including any shipping costs as they are indicated in the order process. As soon as we accept this offer in the way specified further in this section below, your order forms a binding contract of sale between you and us.

(2) After payment you will automatically be sent an email confirming receipt of your order (the “Order confirmation”) with a summary of the details of your order, which we would recommend that you print out and keep for your own records.

(3) We will send you a second email when we dispatch and ship your goods which shall constitute our acceptance of your order (the “Acceptance”), at which point a binding contract of sale will be concluded between you and us. We will file a copy of any orders that are accepted by us.

#### 4 Delivery Times, Availability of Goods

(1) Goods will be delivered to all of the Netherlands.

(2) We are dependent on third parties for shipping your purchase and cannot accept liability for any kind for delays.

Our order processing is handled via our third party logistics provider.

(3) Before shipment of the goods you have the right to cancel your order by email under reference of the order number provided in the Acceptance.

(4) If for any reason the goods ordered by you are not available we will notify you by email. Our acceptance of your order in the Acceptance is limited to the goods that are available. No contract of sale will be concluded in respect of goods that are not available. Your payments shall be immediately refunded to you.

**(5)** We do not accept liability for wrongly entered shipping addresses, which result in your order not arriving.

## 5 Prices and Delivery Charges

(1) All of the prices listed on the Web shop include the currently applicable statutory value-added tax.

(2) The prices shown on the Web shop do not include delivery charges. You can calculate your shipping charges in the shopping cart, or they will be shown at the end of the checkout process.

(3) If you decide to cancel your complete order and return all of the items ordered, we will refund the delivery charges paid by you. Should you cancel your order partially and return some of the items you ordered, we will not refund the delivery charges.

## 6 Payment

(1) Payment for your goods must be made via one of the payment methods offered to you during the payment process.

## 7 Returns and refunds

(1) You can cancel your order within seven days upon delivery of your goods, provided you notify us in writing that you are exercising this right of cancellation. So, if for any reason you are unhappy with your goods, you have the right to return them and receive a refund (including delivery charges if the complete order is returned), provided:

(a) the goods are returned to Standje Graf (contact us for the address), within 7 days of your order being delivered to you; and

(b) the goods are returned in their original condition, have not been damaged, altered or worn out.

(2) Standje Graf is under no obligation to accept returns and provide refunds for goods that do not comply with subsection (1) Goods that are not accepted by us will be returned to you.

(3) Should you have any questions, please contact us via our contact form.

## 8 Faulty Goods

(1) We ask you to immediately check the ordered goods after delivery. If your goods are faulty or do not meet the description given on the Web shop, please contact us as soon as possible via our contact form stating your name and order number. We ask you to return the faulty goods to us and when we agree that they are indeed faulty, will then provide you with replacement goods where available, or alternatively give you a refund for those goods including all delivery charges.

## 9 Your Personal Data

(1) The personal information that you provide to us whilst using the Web will under no circumstances be shared with any third parties.

(2) We will send you emails from time to time informing you about new products or services relevant to you. You will be able to unsubscribe from our newsletters within the email.

## 10 Liability

(1) Your remedies in case of faulty goods or late delivery are set out above. We are not liable for any further damages, except in case of damage as a result of gross negligence or willful damage by any person acting on our behalf.

(2) We will not be liable or responsible for any loss or damage caused to you where you are not entering into these terms as a consumer, but as a professional party.

(3) We do not:

(i) accept any liability for damage to your computer system or loss of data that results from your use of the Web shop;

(ii) guarantee which content and services will be available on the Web shop. All content and services on the Web shop are provided on an “as is” and “as available” basis; or

(iii) guarantee that the Web shop will be available uninterrupted and in a fully operating condition nor that the information on the Web shop itself will be free from errors or omissions (however, we will use all reasonable endeavours to correct any errors or omissions as soon as practicable once they have been brought to our attention).

(4) We are not responsible for any delay or failure to comply with our obligations under these Terms if the delay or failure arises out of any event, which is beyond our reasonable control. Such events shall include, without limitation, failure of infrastructure, government intervention, wars, civil commotion, hijacking, fire, flood, accident, storm, strikes, lockouts, terrorist attacks or industrial action affecting our suppliers or us.

## 12 Copyright and Other Intellectual Property Rights

(1) Your use of the Web shop grants no rights to you in relation to copyright, design rights, trade marks or other of our intellectual property rights (or the intellectual property rights of third parties).

(2) We provide the Web shop to you solely for your personal, non-commercial use. The content of the Web shop may not be used for any other purpose without our express written permission.

## 13 Final Provisions

(1) We reserve the right to change or update these Terms from time to time.

(2) These Terms will be governed by and construed exclusively in accordance with the laws of the Netherlands. Any dispute arising out of or in connection with these Terms or any agreement resulting there from shall be submitted to the exclusive jurisdiction of the competent court in Amsterdam, the Netherlands.

(3) If any of these Terms are found to be invalid by any court or regulator, the other Terms shall continue to apply.

(4) Please let us know if you have any questions or complaints regarding the Web shop. You can contact us via our contact form and we will reply as soon as we can.