

# TERMS AND CONDITIONS

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## **Article 1 - Definitions**

In these Terms and Conditions, the following terms shall have the following meaning:

1. Additional agreement: an agreement in which the Consumer acquires products, digital content and/or services with respect to a distance agreement and these goods, digital content and/or services are delivered by the Entrepreneur or a third party on the basis of an arrangement between this third party and the Entrepreneur;
2. Reflection period: the period during which the Consumer may use his or her right of withdrawal;
3. Consumer: the natural person who does not act for purposes related to his or her commercial, trade, craft or professional activities;
4. Day: calendar day;
5. Digital content: data produced and delivered in digital form;
6. Continuing performance contract: a contract serving to deliver goods, services and/or digital content in a given period;
7. Sustainable data carrier: any means, including email, that allow the Consumer or the Entrepreneur to store information directed to him/her personally in such a manner that makes future consultation and use possible during a period that matches the purpose for which the information is destined and which makes unaltered reproduction of the stored information possible.

8. Right of withdrawal: the Consumer's option not to proceed with the distance agreement within the cooling-off period;
9. Entrepreneur: the natural or legal person who provides products, (access to) digital content and / or services to consumers at a distance;
10. Distance contract: an agreement concluded between the entrepreneur and the consumer within the scope of an organized system for distance selling of products, digital content and/or services, whereby exclusive or additional use is made of one or more technologies of distance communication up to the conclusion of the contract;
11. Standard form for withdrawal: the European model withdrawal form included in these conditions used for returns;
12. Technology for distance communication: means to be used to conclude an agreement, without the consumer and entrepreneur having to be in the same place at the same time.

## **Article 2 – The Entrepreneur's Identity**

Claymeleon

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## **Article 3 - Applicability**

1. These general terms and conditions apply to every offer from the entrepreneur and to every distance contract 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, the entrepreneur will indicate how the general terms and conditions can be viewed by the entrepreneur and that they will be sent free of charge at the request of the consumer.
3. If the distance contract is concluded electronically, the text of these General Terms and Conditions, in deviation from the previous section and before the distance contract is concluded, may also be supplied to the Consumer electronically in such a way that the Consumer can easily store it on a long-term data carrier. If this is reasonably impossible, it will be specified where the General Terms and Conditions can be viewed electronically and that

they will be sent to at the Consumer's request free of charge, either via electronic means or otherwise, before concluding the distance contract.

4. In the event that specific product or service condition apply in addition to these General Terms and Conditions, the second and third paragraphs shall apply accordingly, and in the event of contradictory terms and conditions, the Consumer may always appeal to the applicable provision that is most favorable to him/her.

5. Situations not covered by these terms and conditions must be assessed "in the spirit" of these terms and conditions.

6. Uncertainties about the explanation or content of one or more provisions of these terms and conditions must be assessed "in the spirit" of these terms and conditions.

#### **Article 4 - The offer**

1. If an offer is of limited duration or if certain conditions apply, this will be explicitly stated in the offer.

2. The offer contains a complete and accurate description of the products, digital content and / or services offered. The description is sufficiently detailed to enable a proper assessment of the offer by the consumer. If the entrepreneur uses images, these are a true representation of the products, services and / or digital content offered. Obvious mistakes or obvious errors in the offer do not bind the entrepreneur.

3. Product images are a true representation of the products offered. The entrepreneur cannot guarantee that the colors shown exactly match the real colors of the products.

4. Since all products are handmade, there may be slight differences between the received product and the product photos on the website. The entrepreneur clearly states this in the product listing where relevant.

5. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to the acceptance of the offer.

#### **Article 5 - The agreement**

1. The agreement is concluded, subject to the provisions of paragraph 4, when 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 ensure a safe web

environment. If the consumer can pay electronically, the entrepreneur will observe appropriate security measures.

4. The Entrepreneur may, within the limits of the law, gather information about the consumer's ability to fulfil his or her payment obligations, and all facts and factors relevant to responsibly concluding the distance contract. If, acting on the results of this investigation, the Entrepreneur has sound reasons for not concluding the contract, she is lawfully entitled to refuse an order or request supported by reasons, or to attach special terms to the implementation.

5. At the latest upon delivery of the product, service or digital content to the consumer, the entrepreneur will send the following information, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable medium:

- a) contact details of the entrepreneur for the consumer to use in case of complaints;
- b) the conditions under which and the manner in which the consumer can exercise the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
- c) information about warranties and existing after-sales service;
- d) the price including all taxes on the product, service or digital content; the delivery costs if applicable; and the method of payment, delivery or implementation of the distance contract;
- e) the requirements for terminating the agreement if the agreement has a duration of more than one year or is indefinite;

6. In the event of an extended transaction, the provision in the previous paragraph only applies to the first delivery.

7. Each agreement is entered into under the suspensive conditions of sufficient availability of the products in question.

## **Article 6 - Right of withdrawal**

*In case of delivery of products:*

1. When purchasing products, the consumer has the option to dissolve the contract without giving any reason during 30 days. This cooling-off period starts on the day after receipt of the product by the consumer.

2. During the reflection period, the consumer will handle the product and packaging with care. He or she will only unpack or use the product to the extent necessary to determine the nature, characteristics and operation of the product. If he or she makes use of his or her right of withdrawal, he or she will return the product with all accessories supplied and in the original condition and packaging to the entrepreneur, in accordance with the reasonable and clear instructions provided by the entrepreneur.

3. If the consumer wishes to make use of his or her right of withdrawal, he or she is obliged to make this known to the entrepreneur within 30 days after receipt of the product. The consumer

must make this known using the standard form for withdrawal. After the consumer has made known that he wants to make use of his or her right of withdrawal, the customer must return the product within 30 days. The consumer must prove that the delivered goods have been returned on time, for example by means of a proof of shipment.

4. The risk and the burden of proof for the correct and timely exercise of the right of withdrawal lies with the consumer.

5. The entrepreneur may ask the consumer about the reason for withdrawal but cannot force him or her to state his or her reason(s).

6. If, after expiry of the periods referred to in paragraphs 2 and 3, the customer has not indicated that he or she wishes to make use of his or her right of withdrawal and/or the product has not been returned to the entrepreneur, the purchase is a fact.

*In case of services and digital content that is not physically delivered to the consumer:*

1. When providing services and digital content that has not been delivered physically to the consumer, the consumer has the option to dissolve the contract without giving any reason during at least 14 days, starting on the day of entering into the contract.

2. To make use of his or her right of withdrawal, the consumer will focus on the reasonable and clear instructions provided by the entrepreneur with the offer and/or at the latest upon delivery.

*Extended reflection period for products, services and digital content that has not been physically delivered to the consumer if you do not inform about the right of withdrawal:*

1. If the entrepreneur has not provided the consumer with the legally required information about the right of withdrawal or the model withdrawal form, the cooling-off period ends twelve months after the end of the original cooling-off period determined in accordance with the previous paragraphs of this article.

2. If the entrepreneur has provided the information referred to in the previous paragraph to the consumer within twelve months after the effective date of the original reflection period, the reflection period expires 30 days after the day on which the consumer received that information.

## **Article 7 - Costs in case of withdrawal**

1. If the consumer makes use of his or her right of withdrawal, the consumer shall bear the direct costs of returning the product.

2. The entrepreneur shall reimburse the costs of the returned products as soon as possible, but no later than 30 days after cancellation. This is subject to the condition that the product has

already been received back by the entrepreneur or conclusive proof of complete return can be submitted. Refund will be made via the same payment method used by the consumer unless the consumer explicitly gives permission for another payment method.

3. If the consumer returns all delivered material products in accordance with these general terms and conditions, the consumer will receive reimbursement for all paid costs (excluding the costs for return). If the consumer has opted for a more expensive method of delivery than the cheapest standard delivery, the entrepreneur does not have to reimburse the additional costs for the more expensive method. If the consumer returns only a part of the delivered material products, the consumer will only receive reimbursement for the returned products.

4. If the product is damaged due to careless handling by the consumer, the consumer is liable for any depreciation of the product.

5. The consumer is not liable for any diminished value of the product if the entrepreneur has not provided him with all legally required information about the right of withdrawal before or at the conclusion of the agreement.

#### **Article 8 - Exclusion of the right of withdrawal**

1. The entrepreneur can exclude the right of withdrawal of the consumer for products as described in paragraph 2, 3 and 4. 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:

- a) that have been created by the entrepreneur in accordance with the consumer's specifications;
- b) which are clearly personal in nature;
- c) which by their nature cannot be returned;
- d) that can spoil or age quickly;
- e) the price of which is subject to fluctuations in the financial market over which the entrepreneur has no influence;
- f) for individual newspapers and magazines;
- g) for audio and video recordings and computer software of which the consumer has broken the seal.
- h) for hygienic products of which the consumer has broken the seal.

3. Exclusion of the right of withdrawal is only possible for services:

- a) concerning accommodation, transport, restaurant business or leisure activities to be performed on a specific date or during a specific period;
- b) whose delivery has begun with the express consent of the consumer before the reflection period has expired;
- c) concerning bets and lotteries.

4. Exclusion of the right of withdrawal is only possible for digital content that is not physically delivered to the consumer
- a) the execution has begun with the express prior consent of the consumer; and
  - b) the consumer has stated that he or she will lose his or her right of withdrawal.

### **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 as a result of changes in VAT rates.
2. Contrary to the previous paragraph, the entrepreneur can offer products or services whose prices are subject to fluctuations in the financial market and over which the entrepreneur has no influence, with variable prices. This link to fluctuations and the fact that any stated prices are target prices are stated in the offer.
3. Price increases within 3 months after the conclusion of the agreement are only permitted if they are the result of statutory regulations or provisions.
4. Price increases from 3 months after the conclusion of the agreement are only permitted if the entrepreneur has stipulated this and:
  - a) they are the result of statutory regulations or provisions; or
  - b) the consumer is authorized to terminate the agreement with effect from the day on which the price increase takes effect.
5. The prices stated in the offer of products or services include VAT.
6. All prices are subject to printing and typographical errors. No liability is accepted for the consequences of printing and typesetting errors. In the event of printing and typesetting errors, the entrepreneur is not obliged to deliver the product at the incorrect price.

### **Article 10 – Performance of Agreement and Warranty**

1. The entrepreneur guarantees that the products and / or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of reliability and / or usability and the legal provisions existing on the date of the conclusion of the agreement and / or government regulations. If explicitly agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.
2. There is no guarantee on the handmade products sold by the entrepreneur. However, the entrepreneur is always open to think along and make suggestions if a product is damaged.
3. A guarantee provided by the entrepreneur, manufacturer or importer does not affect the legal rights and claims that the consumer can assert against the entrepreneur under the agreement.

4. Any defects or incorrectly delivered products must be reported in writing to the entrepreneur within 30 days after delivery. Return of the products must be in the original packaging and in new condition.

5. 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.

### **Article 11 - Delivery and execution**

1. The entrepreneur shall exercise the greatest possible care when receiving and implementing orders for products and when assessing applications for the provision of services.

2. The place of delivery is the address that the consumer has given to the entrepreneur.

3. Subject to what is stated about this in article 4 of these general terms and conditions, the entrepreneur will execute accepted orders expeditiously, but at the latest within 30 days, unless a different delivery period has been agreed. If delivery is delayed, or if an order cannot or only partially be executed, the consumer will be notified of this no later than 30 days after he or she has placed the order. In that case, the consumer has the right to dissolve the contract without costs and the right to any compensation.

4. All delivery times are indicative. The consumer cannot derive any rights from any stated terms. Exceeding a term does not entitle the consumer to compensation.

5. In case of dissolution in accordance with paragraph 3 of this article, the entrepreneur will refund the amount that the consumer has paid as soon as possible, but no later than 14 days after dissolution.

6. If delivery of an ordered product proves to be impossible, the entrepreneur will endeavor to make a replacement article available. At the latest upon delivery, it will be stated in a clear and comprehensible manner that a replacement item is being delivered. For replacement items right of withdrawal cannot be excluded. The costs of a possible return shipment are 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 pre-designated representative announced to the entrepreneur, unless expressly agreed otherwise.

8. If the consumer opts for "untracked shipping", paragraph 7 of this article no longer applies and the entrepreneur is not responsible for any untracked parcels not arriving to the consumer.

## **Article 12 – Continuing performance agreements: duration, termination and extension**

### *Termination:*

1. The consumer can terminate an agreement that has been concluded for an indefinite period and that extends to the regular delivery of products or services, subject to the agreed cancellation rules and a notice period of no more than one month.
2. The consumer can terminate a contract that has been concluded for a definite period and that extends to the regular delivery of products or services, at any time towards the end of the fixed term, with due observance of the agreed cancellation rules and a notice period of no more than one month.
3. The consumer can cancel the agreements mentioned in the previous paragraphs:
  - at any time and not be limited to cancellation at a specific time or in a specific period;
  - at least in the same way as they have been entered into by him or her;
  - with the same notice period as the entrepreneur has stipulated for herself.

### *Extension:*

1. A contract that has been concluded for a definite period and that extends to the regular delivery of products or services may not be automatically extended or renewed for a fixed period.
2. Contrary to the previous paragraph, a contract for a definite period which extends to the regular delivery of (daily/weekly) newspapers and magazines, may tacitly be renewed for specific period of three months at the most if the Consumer can terminate this extended agreement towards the end of the extension with a notice of one month at the most.
3. A contract that has been concluded for a definite period and that extends to the regular delivery of products or services may only be extended tacitly for an indefinite period if the consumer can cancel at any time with a notice period of no more than one month. The notice period is a maximum of three months if the agreement extends to the regular, but less than once a month, delivery of newspapers and magazines.
4. An agreement with a limited duration of the regular delivery of daily or weekly newspapers newspapers and magazines (trial or introductory subscription) is not tacitly continued and ends automatically after the trial or introductory period.

### *Duration:*

1. If the duration of a contract is more than one year, the consumer may terminate the contract at any time after one year with a notice of not more than one month, unless reasonableness and fairness resist the termination before the end of the agreed term.

### **Article 13 - Payment**

1. Unless otherwise agreed, the amounts owed by the consumer must be paid within 14 days after the start of the cooling-off period, or in the absence of a cooling-off period within 14 days after the conclusion of the agreement. In the event of an agreement to provide a service, this period commences on the day after the consumer has received confirmation of the agreement.
2. When selling products to Consumers, it is not permitted to negotiate an advance payment of more than 50% in the General Terms and Conditions. If an advance payment was agreed, the Consumer may not assert any right regarding the execution of the order in question or the service(s) in question before making the agreed advance payment.
3. The consumer has the duty to immediately report inaccuracies in payment details provided or stated to the entrepreneur.
4. In case of default by the consumer, the entrepreneur has the right, subject to legal restrictions, to charge the additional costs, within reason, if made known to the consumer in advance.
5. In case the Consumer has not complied with his payment obligation(s) in time, and the Entrepreneur has pointed out to him that the payment was late and allowed the Consumer a period of 14 days to comply with the payment obligations, the Consumer is to pay the statutory interest on the amount payable and the Entrepreneur is entitled to charge the Consumer with any extrajudicial collection costs. These extrajudicial collection costs amount to no more than 15% for outstanding amounts up to € 2.500.

### **Article 14 - Complaints procedure**

1. The entrepreneur has a well-publicized complaints procedure and handles the complaint in accordance with this complaints procedure.
2. Complaints about the execution of the agreement must be submitted fully and clearly described to the entrepreneur within 7 days after the consumer has discovered the defects.
3. Complaints submitted to the entrepreneur will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the entrepreneur will reply within the period of 14 days with a notice of receipt and an indication when the consumer can expect a more detailed answer.
4. If the complaint cannot be resolved by mutual agreement, a dispute will arise that is subject to the dispute settlement procedure.
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 justified by the entrepreneur, the entrepreneur will replace or repair the products free of charge.

### **Article 15 – Liability**

1. The entrepreneur cannot be held liable for damage due to incorrect use of the delivered products.
2. The entrepreneur cannot be held liable for damage (in the broad sense of the word) or physical injury due to incorrect use of the delivered products.
3. Earrings are not suitable for children and pets due to a choking hazard. The entrepreneur cannot be held liable for damage as stated in paragraph 1.
4. The metal earring finding materials are clearly listed on each product listing on the website. It is the responsibility of the consumer to read this. The entrepreneur is not liable for allergic reactions to the earrings. The consumer is allowed to return the earrings within 30 days if irritation occurs.

### **Article 16 - Disputes**

1. Contracts between the entrepreneur and the consumer to which these general terms and conditions apply are governed exclusively by Dutch law. Even if the consumer lives abroad.
2. The Vienna Sales Convention does not apply.

### **Article 17 - Additional or different stipulations**

Additional or deviating provisions from these general terms and 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 medium.



### **Standard Form for Withdrawal**

If you want to withdraw from the contract, please use the [Return Form](#) on the Claymeleon website. If you are reading this on paper, the Return Form can easily be found through the footer of the website or by going to <https://claymeleon.com/return-form/>