

## Article 1. Definitions

In these terms and conditions, the following terms have the meanings set forth below:

**The business:** Mariekke Jansen, who, as seller/service provider, enters into or seeks to enter into an agreement with the customer;

**The customer:** the buyer/purchaser or the person who enters into or seeks to enter into an agreement with Mariekke Jansen;

**The business customer:** the customer who is acting in the capacity of a professional or business;

**The consumer:** the customer who is not acting in the capacity of a professional or business;

**Delivery:** the actual offering of the purchased products and/or semi-finished products to the customer or the performance of agreed services;

**Handover:** making available to the customer the ready-to-use products and/or the work, as agreed upon;

**Custom-made:** describing products, which are manufactured to the customer's specifications, which are not prefabricated and which are made based on the customer's individual choice or decision;

**Express stock:** products that Mariekke Jansen has in stock and that are prefabricated;

**Distance contract:** the contract with a consumer in which, up to and including the conclusion of the contract, only one or more techniques for distance communication are used, as referred to in Section 6: 230g Section 1 of the Dutch Civil Code, such as, for example, an order via the web shop;

**Off-premises contract:** a contract concluded with a consumer at a location other than Mariekke Jansen's premises, as referred to in Section 6:230g subsection 1f of the Dutch Civil Code, such as at trade fairs;

**Assembling/installing:** the putting together and setting up of the product or components thereof;

**Conditions:** these General Terms and Conditions of Sale and Delivery of Mariekke Jansen

## Article 2. Applicability of these conditions

These conditions apply exclusively, with the explicit exclusion of any other conditions of the customer, to all offers, agreements and deliveries relating to the products created or offered by Mariekke Jansen or to the performance of the agreed services.

## Article 3. Offers and agreements

3.1 The offer or quotation is valid for the period stated in the offer or quotation or while stocks last.

3.2 Mariekke Jansen is entitled to use third parties, such as carriers/resellers, in the execution of the agreement. All rights and claims stipulated in these terms and conditions and any further agreements for the benefit of Mariekke Jansen shall equally apply to third parties employed/involved by Mariekke Jansen.

## Article 4. The contract (for off-premises contracts or distance contracts, see Article 14)

### The deposit

4.1 When entering into a contract with a consumer, Mariekke Jansen may ask for a deposit. No maximum percentages apply in the case of business customers. In the case of consumers, the minimum percentage of the deposit is 25%.

4.2 Price increases as a result of changes in the prices of raw materials, wages, import duties, taxes or other external costs (whether or not as a result of exchange rate changes) may be passed on to business customers, without prejudice to the provisions of Article 5.2. Mariekke Jansen will inform the business customer of such a circumstance as soon as possible.

4.3 The following provisions apply in the case of price increases vis-à-vis the consumer occurring after the conclusion of the contract but before delivery (subject to the provisions of Article 5.2):

- Price increases due to VAT increases and other legal measures can always be passed on;
- Other price increases within three months after the conclusion of the agreement may not be passed on;
- Other price increases after three months after the conclusion of the contract may be passed on if it is stipulated that the delivery will take place more than three months after the purchase, whereby the consumer is not entitled to dissolve the contract. Mariekke Jansen shall inform the consumer in good time of the reasons for the price increase.

4.4 Price reductions declared after the conclusion of the agreement in relation to, for example, stock clearances, closeout sales, promotions or discounts on showroom models, do not entitle the customer to a price reduction.

Retention of title

4.5 Mariekke Jansen remains the owner of the products sold until the customer has paid the price (and any additional costs) in full. The customer is obliged to handle the products with care. The customer may not transfer the products to third parties or give them as a security, pledge them, or remove them (or have them removed) from the room or space where they were delivered, until the amount due has been paid.

4.6 Mariekke Jansen may terminate the agreement in whole or in part without notice out of court in the event of the bankruptcy, suspension of payment or debt refinancing of the customer.

Security deposits in the case of business customers

4.7 In the case of an agreement with a business customer, Mariekke Jansen may request sufficient security with regard to the fulfilment of the payment obligation before performing or continuing to perform the agreement.

Compensation of business customers

4.8 Mariekke Jansen shall never be obliged to pay damages to a business customer other than those expressly provided for in these terms and conditions. Mariekke Jansen shall not be required to compensate any other direct or indirect damage, including third-party damage, loss of profit, consequential damage and the like.

## **Article 5. Delivery**

5.1 The delivery term given by Mariekke Jansen is an estimate. Specified (delivery) terms are not considered to be strict deadlines, unless this has been expressly agreed in writing.

5.2 If the estimated delivery term is not adhered to, the customer is obliged to give Mariekke Jansen another opportunity to deliver. The additional delivery term is never longer than the original delivery term and is a maximum of one month. Any price increases during this period may not be passed on to the customer.

5.3 If the additional term is exceeded, the customer may dissolve the agreement without notice of default or judicial intervention being required and/or request compensation.

5.4 If the additional delivery term is exceeded, Mariekke Jansen shall not be liable for any form of consequential damage in the case of an agreement with a business customer.

In the case of a contract with a consumer, Mariekke Jansen must refund all payments received from the consumer immediately if the additional delivery term is exceeded, unless the parties make further (delivery) arrangements.

5.5 If Mariekke Jansen requires information from the customer for the execution of the contract, or if (partial) advance payment has been agreed on, the delivery term shall not commence until Mariekke Jansen has received the correct and complete information or the advance payment, as the case may be.

5.6 Delivery to the customer shall take place in the manner indicated by Mariekke Jansen during the purchase process and at the address indicated by the customer during the conclusion of the agreement. If the delivery is delayed by circumstances that are attributable to the customer (for example, the absence of the customer or their representative at the time of delivery) then the delivery term is extended. Responsibility for the delivered products passes to the customer at the moment of delivery.

5.7 If the customer refuses a delivery, Mariekke Jansen may charge the resulting costs to the customer, unless the delivered product is defective. In addition, in the event of refusal, Mariekke Jansen is entitled to terminate the contract, without prejudice to its right to claim full compensation.

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5.9 The customer shall inform Mariekke Jansen of any special circumstances requiring, for example, the use of a removal lift. The customer shall bear the costs and risk of the use of special equipment or services, such as removal lifts or glaziers. Even if the customer has not provided this information, the costs of the use of special equipment or services are at the customer's expense.

5.10 The customer shall ensure that the place of delivery is easily accessible and available on time and that every effort is made to facilitate a smooth handover/delivery. If a product cannot pass through the stairwell/window/door, the costs involved will be at the customer's expense and risk.

5.11 If the execution of the handover/delivery is delayed due to circumstances such as those mentioned in this article, the customer shall compensate Mariekke Jansen for the damage (including additional delivery and/or transport and/or storage costs) incurred as a result, if these circumstances can be attributed to the customer.

5.12 The customer cannot oblige Mariekke Jansen to perform work that is contrary to ARBO regulations (occupational health and safety legislation).

## **Article 6. The storage of products**

6.1 If the products are offered on the agreed delivery date but are not taken delivery of and there is no question of a flawed delivery, Mariekke Jansen shall make a second delivery within a reasonable period of time. Article 5.11 shall then apply.

6.2 If the second delivery is not accepted either, Mariekke Jansen may:

- a. claim fulfilment of the agreement and charge further demonstrable damage and reasonable costs to the customer (as indicated in Articles including but not limited to 5.11 and 6.1);
- b. keep the products in storage and charge the storage costs to the customer.

If the products to be delivered have not yet been purchased by the customer after the situation referred to in a or b, Mariekke Jansen may regard the agreement as cancelled in accordance with the arrangement in Article 9. In addition to the cancellation costs, Mariekke Jansen may also charge the incurred storage costs to the customer (based on the dimensions of the furniture, rounded up to the full calendar month).

6.3 If the products have been paid for by the customer, Mariekke Jansen shall keep the products in storage for a maximum of three months, charging the customer reasonable internal or external storage costs.

6.4 If the customer still fails to take delivery after three months, the agreement shall be considered cancelled and Mariekke Jansen may, in addition to the cancellation fee referred to in Article 9, charge reasonable internal or external storage costs.

6.5 The customer may also expressly agree a longer storage period with Mariekke Jansen; the costs involved shall be borne by the customer.

6.6 The risk of fire and damage during storage shall be covered by the storage company's insurance or by Mariekke Jansen.

## **Article 7. Transport, damage upon delivery and the right of complaint/obligation to complain**

7.1 In principle, the transport of the products within the Netherlands is included in the price, except in the case of take-home items or if something else has been agreed.

7.2 Complaints regarding the execution of the contract or damage to the customer's property caused by (employees of) Mariekke Jansen must be fully and clearly described and submitted to Mariekke Jansen. This must be done in a timely manner and in writing (stating the order number/invoice number, name and address details and if possible including photographic evidence), preferably by sending an email to [info@mariekkelijansen.com](mailto:info@mariekkelijansen.com) or otherwise by sending the information to the postal address stated on the invoice.

7.3 If, on delivery, damage to the goods delivered or to customer's property is found to have occurred, the customer shall state this on the delivery note. If there is no opportunity to detect any damage upon delivery, the customer will note this on the delivery receipt. The customer must report any visible damage to Mariekke Jansen within two working days at the latest. If Mariekke Jansen has not received notification of any other (non-visible) damage within fourteen days of delivery, it will be assumed that the products have been delivered undamaged and/or that no damage has been caused by Mariekke Jansen to customers' property.

7.4 If the customer arranges the transport himself, he must, after delivery but before transportation, check, insofar as possible, that the products are undamaged and complete.

7.5 In the event of damage, the customer shall give Mariekke Jansen or the service engaged by Mariekke Jansen the opportunity to inspect and assess the damage. The customer shall also cooperate in the delivery of the missing goods, in the repair of the delivered goods or in their replacement by or on behalf of Mariekke Jansen in accordance with the provisions of Article 12 of these Terms and Conditions. The business customer cannot demand a replacement if the deviation from the agreement is too minor to justify this. In the case of consumers, Mariekke Jansen is not obliged to repair or replace the delivered goods if repair or replacement is impossible or cannot be demanded from Mariekke Jansen.

7.6 Consumer complaints that arise only after delivery during use shall be reported in writing to Mariekke Jansen as soon as possible, but no later than two months after discovery.

7.7 The delivered product is deemed to be in compliance with the agreement and therefore deemed not to be defective resulting from normal use in the following cases:

- a difference in sitting comfort (harder or softer) between intensively and less intensively used parts of seat and back cushions;
- a difference in sitting comfort as a result of unavoidable structural differences, such as in the case of furniture including but not limited to corner pieces, chaises longues and movable seating components, as compared with normal seating components;
- the formation of creasing in all upholstered furniture, regardless of the type of upholstery;
- loose cushions which were previously stitched rigidly to the furniture or are attached with zippers and which have been pulled on or lifted out;
- upholstery with stripes or patterns that would never be 100% straight;
- upholstery with an alternating pattern direction invariably leading to shadowing ('spotting' or 'shading');
- the direction in which the fabric is upholstered results in colour nuances, for example in the case of corner pieces;
- the chosen upholstery exhibits pilling, e.g. due to friction with a garment and/or fleece;
- the chosen upholstery contains or consists of cotton or linen and has the characteristic properties of creasing, flattening, discolouration and/or susceptibility to shrinkage;
- a colour difference in furniture with the same upholstery or finish due to the furniture being produced by different manufacturers or ordered at different times, including in the case of repeat orders of previously purchased identical furniture;
- the chosen leather, which may be a sanded or buffed leather, over time and depending on its use, exhibits a form of 'patina' in certain areas, or the leather exhibits scar tissue, skin creases or colour variations/discolouring, which are characteristics of the material;
- furniture has become moist with (bodily) fluid, such that clothing dye has bled onto light-coloured upholstery made of fabric, microfibre, synthetic leather or leather;
- wood becomes warped due to its inherent qualities;
- furniture that is made of old wood or has a distinctly rustic character. The knots have not been filled and the undulation in the wood's surface has not been smoothed out. Distinct colour differences may be exhibited between the various parts of the furniture.
- discolouration of furniture upholstery resulting from warmth and/or sunlight.
- deviations in the model or colour in the case of furniture made partly or completely of solid wood, due to being manufactured artisanally. Partly solid-wood furniture pieces are made of solid wood and veneered parts such that colour differences may occur. They can become warped due to warmth or air humidity. The contraction and cracking of the wood is part of the character of the product.
- seat and back cushions with down and/or foam-flake padding should preferably be fluffed daily.
- pillows that are stitched securely to the furniture or attached with zippers cannot be pulled on or lifted out.

7.8 Failure to submit the complaint in a timely manner will result in the customer losing their rights in this area.

## **Article 8. Payment**

8.1 Mariekke Jansen shall at all times be entitled to demand partial payment in advance or to deliver on cash on delivery.

8.2 The general condition for payment is payment before delivery (in cash or by card or bank transfer). The customer may also ensure that the amount for delivery has already been credited to

Mariekke Jansen's bank account.

8.3 If delivery is made of a product or service on credit, payment of the invoice amount must be made within fourteen days of receipt, without the customer being entitled to any discount or set-off arrangement.

8.4 If the customer does not pay on time and in full, they will be in default without further notice of default. However, after the payment deadline has expired, Mariekke Jansen shall send a payment reminder reminding the customer of their default.

Mariekke Jansen shall give the customer the opportunity to pay within fourteen days of receipt of the payment reminder and will describe the consequences to follow if they do not do so.

8.5 After this further period, Mariekke Jansen may, without further notice, collect the amount due. The related (collection) costs are at the expense of the customer. The extrajudicial collection costs will be charged in accordance with the "Besluit Vergoeding voor Buitengerechtelijke incassokosten" (Decree on the Reimbursement of Extrajudicial Collection Costs).

8.6 Mariekke Jansen may charge consumers statutory interest if payment has still not been made after the period of fourteen days provided for in Article 8.4.

The interest may be charged starting from the period referred to in Article 8.3 until everything has been paid. In the case of business customers, Mariekke Jansen may charge statutory commercial interest after the period referred to in Article 8.3.

Suspension of payment obligation

8.7 In the event of a complaint, the customer may only withhold payment of the part of invoiced amount that relates to the content and scope of the complaint. Mariekke Jansen is not entitled to collect this part of the invoiced amount if there are justified complaints. The other part of the purchase price must be paid by the customer within the payment term.

## **Article 9. Order change or cancellation**

9.1 Once Mariekke Jansen has confirmed the order (of a custom-made product), the customer can cancel the order free of charge within five working days after the order date. Thereafter, the customer may only change or cancel the order with the consent of Mariekke Jansen. If Mariekke Jansen has already incurred costs or must incur costs as a result of the change or cancellation, Mariekke Jansen is entitled to charge these to the customer.

The following system applies in such cases:

Cancellation within the indicated delivery term, without registration of delivery by Mariekke Jansen: 25% of the order amount;

Cancellation after registration of delivery by Mariekke Jansen: 50% of the order amount;

Cancellation after delivery: 50% of the total order amount plus the costs of delivery and retrieval of the products.

9.2 The percentages referred to in paragraph 1 are fixed, unless Mariekke Jansen can prove that the damage it has incurred is greater.

9.3 Cancellation must be made in writing.

9.4 In the case of an off-premises or distance contract relating to products from Express stock, the consumer does not have to pay any cancellation costs if they exercise the right of withdrawal as laid down by law and in Article 14 for this method of sale.

## **Article 10. Possibility of suspension and dissolution**

10.1 In addition to the provisions of Article 11 (force majeure) and Article 14 (right of withdrawal), Mariekke Jansen shall be entitled to (partially) suspend the performance of its obligations under all agreements existing between the parties or to dissolve these agreements in whole or in part without any notice of default or judicial intervention being required:

- if the customer is in default or Mariekke Jansen has good reason to fear that the customer will not fulfil their obligations or will not fulfil them in full and/or on time;
- in the event of liquidation, (application for) a moratorium, bankruptcy or debt restructuring or any other circumstance as a result of which the customer can no longer freely dispose of their assets;
- if circumstances arise as a result of which fulfilment of the agreement is impossible or continued unaltered maintenance of the agreement cannot reasonably be required of Mariekke Jansen.

10.2 Moreover, in the cases mentioned under 10.1, all possible obligations of the customer shall

become immediately due and payable and Mariekke Jansen shall not be obliged to pay any compensation. The latter does not apply in the event of dissolution on the grounds of circumstances that cannot be attributed to the consumer.

Article 11. Unenforceability of the agreement due to force majeure

11.1 If, as a result of force majeure, Mariekke Jansen is unable to fulfil the agreement, it shall be entitled to suspend its obligations until the situation of force majeure has ended.

If this period lasts longer than two months, each of the parties is entitled to dissolve the agreement with regard to the products affected by the force majeure, without being obliged to compensate the other party for any damage. In that case, the customer is obliged to pay for the goods already delivered.

11.2 For the purposes of these Terms and Conditions, force majeure shall include, in addition to its meaning in the law and in case law, all external causes, foreseen or unforeseen, over which Mariekke Jansen has no influence and which prevent Mariekke Jansen from fulfilling its obligations.

## **Article 12. Compliance and warranty**

12.1 The products to be delivered by Mariekke Jansen comply with the usual requirements and standards that can reasonably be set for them at the time of delivery and for which they are intended during normal use. If these expectations are not met and the customer has a timely complaint under Article 7, Mariekke Jansen has the choice to replace the product in question, to ensure repair or after termination to refund the invoiced amount plus paid shipping costs or to grant a price reduction. Where it cannot be shown that the warranty was provided as a result of use not corresponding to the intended purpose, it shall be provided in accordance with the following system:

Until one year after the invoice date: the costs of repair or replacement, including freight and travel costs, shall be borne in full by Mariekke Jansen;

One year and up to two years after the invoice date: Mariekke Jansen will pay 2/3 of the repair or replacement costs, including freight and travel costs;

After two years and up to three years after the invoice date: 1/3 of the costs of repair or replacement, including freight and travel costs, will be borne by Mariekke Jansen.

12.2 When using the product outside the Netherlands, the customer themselves must verify whether the products are suitable for use there.

12.3 If the customer has moved abroad, the shipping costs will be reimbursed on the basis of the original delivery address.

12.4 All information, models and illustrations concerning colours, materials, dimensions and finishings are considered as indications. Deviations from this cannot constitute a reason for complaint, rejection, discount, dissolution of the agreement or compensation if these deviations are of minor significance or if the deviations are acceptable from a technical point of view in accordance with applicable, customary standards or commercial practice.

12.5 According to the law, the customer must prevent and limit their loss/damage insofar as possible.

12.6 No warranty conditions apply to the sale of a showroom model or sample sales; the customer explicitly accepts the product in the condition in which it is found at the time of purchase.

12.7 No warranty is given in the situations as described in Article 7, such as in the cases of glass/glass furniture, high-gloss furniture, the touching of feet/wheels/pads on the underside of the product against the floor of the customer, batteries and normal wear and tear.

## **Article 13. Liability**

13.1 Mariekke Jansen is not liable for damage caused

- by incompetent/irregular use of the goods supplied or by their use for a purpose other than that for which they are suitable according to objective criteria (including sliding furniture instead of lifting it, such that the furniture's joints weaken, loosen or even break off);
- due to Mariekke Jansen acting based on incorrect or incomplete information provided by or on behalf of the customer;

- by third parties who are involved in the execution of the agreement at the request or with the consent of the customer;
- by materials or services supplied by third parties at the request or with the consent of the customer or attached to the delivered goods by the customer or with which the delivered goods are treated (not under the terms of the agreement);
- by misunderstandings, damage, delays or improper registration of orders and communications as a result of the use of the internet or any other (electronic) means of communication.

13.2 The protection of floors is the responsibility of the customer. The customer must first check the underside of the furniture, in particular the feet/wheels/pads, for correct fastening and suitability for the floor. The customer must regularly check the tread and fixing points of mounted wheels and replace or tighten them if necessary.

13.3 A customer who, against the express advice of Mariekke Jansen, nevertheless wishes Mariekke Jansen to perform certain work, perform services or adapt/treat products, shall be liable for the damage caused by this.

13.4 Only direct damage and damage attributable to Mariekke Jansen shall be eligible for compensation. Liability for indirect damage including, but not limited to, consequential damage, loss of profit, destroyed or lost data or materials, or reduced revenue is expressly excluded. In the case of a consumer purchase, this restriction does not extend beyond that which is permitted pursuant to Section 7:24 Subsection 2 of the Dutch Civil Code.

13.5 To the extent that Mariekke Jansen is liable for compensation for damage, such compensation shall be limited to a maximum of the invoiced amount relating to the relevant delivery or partial delivery. In the case of orders with a processing period of more than three months, the liability referred to here shall be further limited to a maximum of the invoiced amount over the last three months. In all cases, the amount of the claim shall at all times be limited to a maximum of the amount that the Mariekke Jansen insurer will pay Mariekke Jansen in the event of a claim.

13.6 The customer indemnifies Mariekke Jansen against claims from third parties who suffer damage in connection with the execution of the agreement and whose cause is attributable to the customer.

13.7 The limitations referred to in Articles 13.1 and 13.4 up to and including 13.6 shall not apply if the damage is due to intent or gross negligence on the part of Mariekke Jansen or its (executive) employees. There may be product liability towards a consumer in the sense of Book 6, Part 3, Section 3 of the Dutch Civil Code.

## **Article 14. Distance contracts and off-premises contracts**

### **A- The Agreement**

14.1 If the consumer has accepted the offer from the Mariekke Jansen webshop by electronic means, Mariekke Jansen will confirm receipt thereof by electronic means. As long as this has not yet been done, the consumer can dissolve the contract.

14.2 If the agreement is concluded electronically, Mariekke Jansen shall take appropriate technical and organisational measures to secure the electronic transfer of data and shall ensure a secure web environment. If the consumer is able to pay electronically, Mariekke Jansen will observe appropriate security measures.

14.3 Mariekke Jansen may – if the law permits – investigate whether the consumer can fulfil his payment obligations and whether there are circumstances that are important for the responsible conclusion of the contract. If this investigation yields to a good reason not to enter into the agreement, Mariekke Jansen may refuse an order or request, stating its reasons, or impose special conditions.

14.4 Mariekke Jansen shall send the following information no later than at the time of delivery of the product and/or service:

- A) the Mariekke Jansen email address to which the consumer can address his or her complaints;
- B) the conditions under which and how the consumer may exercise the right of withdrawal or a clear indication of exclusion from the right of withdrawal;
- C) information about warranties and existing after-sales service;
- D) the price of the product or service including taxes, any delivery costs and the method of payment, delivery or performance of the contract;
- E) if the consumer has a right of withdrawal, the withdrawal form. This information must be able to be stored and consulted by the consumer.

Right of withdrawal in the case of products from Express stock

14.5 The consumer may dissolve an agreement relating to the purchase of a product from Express stock within a cooling-off period of up to 14 days without giving any reason. This right of withdrawal explicitly does not apply to products that are custom-made or personalised by the consumer (see Article 14.22). Mariekke Jansen may request the reason for withdrawal, but may not oblige the consumer to reveal it.

14.6 The cooling-off period referred to in Article 14.5 commences on the day after the stock product has been received by or on behalf of the consumer, or:

a) if the consumer has ordered more than one product in the same order, the day on which the last product is received from stock by or on behalf of the consumer. Mariekke Jansen may – if it has clearly informed the consumer of this before the ordering process – refuse an order for several products with different delivery terms/

b) if the product is to be delivered in several consignments or components, the day on which the last consignment or component was received by or on behalf of the consumer.

Obligations of the consumer during the cooling-off period.

14.7 During the cooling-off period, the consumer shall treat the product and its packaging with care. The consumer shall only unpack or use the product as necessary to determine the nature, characteristics and operation of the product. The consumer may handle and inspect the product as they would be allowed to do in a shop.

14.8 If the consumer goes further than described in Article 14.7, then they are liable for the depreciation of the product's value.

14.9 The consumer shall not be liable for any depreciation in the value of the product if Mariekke Jansen has not provided them with the obligatory information on the right of withdrawal before or at the time of concluding the contract.

Exercise of the right of withdrawal by the consumer and its costs

14.10 If the consumer exercises their right of withdrawal they shall notify Mariekke Jansen within the cooling-off period by means of the withdrawal form or by other unambiguous means.

14.11 As soon as possible, but within fourteen days of the day after this notification, the consumer shall return the product or hand it over to Mariekke Jansen or to an authorised representative of Mariekke Jansen.

This is not necessary if Mariekke Jansen has offered to collect the product itself. The consumer will have returned on time if they return the product before the cooling-off period has expired.

14.12 The consumer shall return the product with all the delivered accessories, insofar as possible in the original condition and packaging, and in accordance with the reasonable and clear instructions provided by Mariekke Jansen.

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

14.14 The consumer shall bear the direct costs of returning the product in the case of a distance contract and in the case of an off-premises contract, unless otherwise agreed.

14.15 If the consumer withdraws after first having expressly requested the commencement of the performance of the service during the cooling-off period, the consumer shall pay for the work performed up until the moment of withdrawal.

14.16 The consumer shall not bear any costs for the performance of services if:

a) Mariekke Jansen has not provided the consumer with the information required by law regarding the right of withdrawal, the reimbursement of expenses in the event of withdrawal or the withdrawal form; or

b) the consumer has not expressly requested that the service be performed.

14.17 In the event of withdrawal, all supplementary agreements shall be dissolved.

Obligations of Mariekke Jansen in the case of withdrawal

14.18 If Mariekke Jansen allows withdrawal by the consumer by electronic means, it shall immediately upon receipt send an acknowledgement of receipt.

14.19 Mariekke Jansen shall reimburse all payments made by the consumer, including any charged delivery costs, no later than fourteen days after the day of withdrawal. Mariekke Jansen may delay reimbursement until it has received the product, unless Mariekke Jansen collects the product itself or the consumer proves that they have returned the product. In the event of partial return, partial payment will be made.

14.20 Mariekke Jansen shall use the same means of payment for the refund as the consumer has used, unless otherwise agreed. Reimbursement shall be free of charge to the consumer.

14.21 If the consumer has opted for a more expensive method of delivery than the cheapest standard delivery, Mariekke Jansen shall not be required to reimburse the extra costs for the more



expensive method.

Exclusion from the right of withdrawal.

14.22 Mariekke Jansen excludes the following products and services from the right of withdrawal:

- Service agreements, after full execution of the service, but only if:
  - a) the performance of the service was initiated by the consumer's express prior consent; and
  - b) the consumer has declared that he loses his right of withdrawal once Mariekke Jansen has fully performed the contract.
- Products manufactured to consumer specifications, which are not prefabricated and which are made on the basis of an individual choice or decision by the consumer or are clearly intended for a specific person.
- Sealed products which, for reasons of health protection or hygiene, are not suitable for return and which have been broken after delivery.
- Products that after delivery are by their nature irrevocably mixed with other products.

## **Article 15. Intellectual property rights**

15.1 The customer expressly acknowledges that all intellectual and/or industrial property rights relating to the products, materials and information made available to the customer by Mariekke Jansen, including samples, packaging, labels, the design, composition and/or specifications of samples, products and semi-finished products, as well as technical and commercial know-how, models, templates, and designs, are vested in Mariekke Jansen, its suppliers or other entitled parties.

15.2 If and insofar as Mariekke Jansen manufactures products or packaging on the basis of explicit instructions from the customer, such as specifications, designs, sketches, models or designs supplied by the customer, the customer guarantees that no infringement of the rights of third parties will be made. The customer indemnifies Mariekke Jansen against any third-party claims in this respect and reimburses Mariekke Jansen for all costs incurred in connection with such claims.

## **Article 16. Dutch law and forum of jurisdiction**

16.1 This agreement is exclusively governed by Dutch law, even if an obligation is performed abroad in whole or in part or if the customer is domiciled there. The applicability of the Vienna Sales Convention is expressly excluded.

16.2 In the event of disputes, the court in Amsterdam shall have exclusive jurisdiction, unless the law prescribes otherwise by way of mandatory provision.

16.3 Parties shall only appeal to the court after they have made every effort to resolve a dispute in mutual consultation.

## **Article 17. Other provisions**

17.1 The Dutch-language version of the General Terms and Conditions shall always be decisive for the explanation thereof.

17.2 Changes and/or additions to these General Terms and Conditions are only valid and applicable if they are made in writing. If Mariekke Jansen makes use of additional conditions or provisions that conflict with these general conditions, the validity and applicability of the other provisions of these General Terms and Conditions shall remain unaffected.