

# Trezzle

## General Conditions

### Article 1 Definitions

For the purpose of these general conditions the following terms have the meanings given here, unless expressly stated otherwise or if the context should otherwise require:

a. Trezzle:

- the user of these general conditions;
- is established in Arnhem;
- is part of MBFH,
- is registered at The Netherlands Chamber of Commerce (Kvk number 09145853);

b. Customer: any natural person with whom Trezzle enters into Agreement;

c. Agreement: the contract between the Customer and Trezzle;

d. Product: each item delivered or to be delivered by Trezzle on the grounds of the Agreement;

e. Website: the site where the Customer can order products from Trezzle.

### Article 2 General

2.1 These terms apply to any Agreement between the Customer and Trezzle for which Trezzle has stated that these general conditions apply.

2.2 Any deviations from these general conditions are valid only if expressly agreed to in writing or via e-mail.

2.3 The applicability of any purchase or other conditions of the Customer is explicitly rejected.

2.4 In the event that one or more provisions of these general conditions are invalid or may be construed as invalid, the remaining provisions of these general conditions will continue to fully apply. Trezzle and the Customer will then engage in dialogue for the purpose of creating new provisions to replace the invalid or void provisions, while observing as far as possible the purpose and intent of the original conditions.

### Article 3 Images

All images, drawings, information concerning sizes, colours, and models of products and other specifications of the products offered on the website, in folders, or in other publications, are only approximations and cannot give rise to compensatory damages and/or dissolution of Agreement.

### Article 4 Website

The website is not managed by Trezzle. Trezzle is just the party through whom the Agreement with the Customer is established via the website. Trezzle is not responsible for the content of the website. If the content of the site is contrary to the law, the Customer should contact the website administrator

### Article 5 Offers

5.1 All offers are non-binding, unless otherwise indicated.

5.2 The range of products offered may be changed. Changes in the range of products will only take place prior to the finalizing of the Agreement.

5.3 Trezzle is not bound by its offerings in the event of possible printing, typographical, or programming errors in its catalogues, mailings, or website.

5.4 Offers do not automatically apply to future Agreements.

5.5 The prices stated for the products are in Euros including VAT but excluding shipping costs.

5.6 For Customers outside of the EU, all prices are given as net prices. The delivery address is the deciding factor. If, in accordance with statutory provisions in the country of the recipient, VAT should be paid, then this will be charged extra upon delivery. In addition, import duties may also need to be paid by the Customer.

### Article 6 Finalizing of the Agreement

6.1 The Agreement is finalized and goes into effect upon acceptance by the Customer of the offer and the associated conditions;

6.2 If the Customer has accepted the offer electronically, Trezzle will immediately confirm the receipt of the acceptance of the offer electronically.

#### **Article 7 Price changes**

7.1 In the event that the prices of the products offered increase after the Agreement has been finalized, then the Customer is entitled to terminate the Agreement on the day the price increase goes into effect.

7.2 Price increases after the finalization of the Agreement are however allowed if they are the result of a statutory legislation or provision.

#### **Article 8 Terms of Delivery**

8.1 The products will be delivered within three weeks, unless otherwise indicated.

8.2 The delivery times given by Trezzle cannot be considered deadlines.

8.3 Products that are not in stock will be ordered by Trezzle and sent on later to the Customer. If the ordered product cannot be delivered within 40 days, then the Customer has the right to terminate the contract free of charge.

8.4 In the event that the ordered product cannot be delivered, for example because it appears that the use of the image on the product is in conflict with the rights of third parties or because the product is sold out, then the Customer will be notified of this as soon as possible and a replacement product will be offered in its stead. In such case, the Customer can either accept the replacement product or terminate the Agreement.

8.5 If, pursuant to Articles 8.3 and 8.4, the Customer terminates the Agreement, then any payments already made for the ordered products will be refunded within 30 days of the termination.

8.6 The ordered products will be sent to the address provided by the Customer until the Customer provides a new address to Trezzle.

8.7 The delivery period stated by Trezzle begins the moment that the order is confirmed.

8.8 Postage and packaging costs are stated separately on the website, prior to the moment of ordering.

8.9 If the products are to be delivered outside of The Netherlands, then the Customer himself is responsible for paying any import duties, customs fees, and/or other taxes levied in the country where the Customer imports the goods.

8.10 Once the products have been delivered to the Customer at the place of destination, the risks concerning the goods pass to the Customer.

#### **Article 9 Payment**

9.1 The Customer can pay for his purchase using, among others, the following methods of payment:

- a. bank transfer
- b. credit card
- c. various other forms of payment

9.2 If payment is late and a reminder has been sent at least once by Trezzle, then the Customer is legally in default. In such a case, the Customer will owe Trezzle the legal rate of interest applicable from the date on which the amount is due to the time of payment. In addition, all costs of recovery, after the Customer defaults, judicial as well as extra-judicial, will be borne by the Customer.

#### **Article 10 Ownership proviso**

10.1 All products delivered or to be delivered remain the exclusive property of Trezzle until all claims that Trezzle has or shall have on the Customer are completely settled.

10.2 The Customer is obliged to handle the goods delivered under the ownership proviso with the necessary care.

#### **Article 11 Dissolution**

11.1 The Customer has the right, for two weeks after receiving the goods, to dissolve the Agreement without having to provide any reason, as long as the goods are returned unused, furnished with their original labels, packaging etc. After receipt of the goods, Trezzle will refund the payment within 30 days of the dissolution. Upon delivery of the goods, the Customer is notified in writing of the termination right mentioned in this article and the requirements for using this right.

11.2 The Customer can terminate the Agreement in the following ways:

- a. By writing to this address:

Trezle  
PO Box 89

6800 AB Arnhem

b. Via the e-mail address:

[cs@trezzle.com](mailto:cs@trezzle.com)

11.3 If the Customer terminates the Agreement according to this article, then the shipping costs associated with the return of the goods are to be borne by the Customer.

#### **Article 12 Complaints**

12.1 Trezzle advises that products be inspected immediately upon delivery and any shortcomings reported in writing within a reasonable amount of time.

12.2 Complaints can be reported to:

Trezzle

PO Box 89

6800 AB Arnhem

E-mail: [cs@trezzle.com](mailto:cs@trezzle.com)

Telephone: 00 31 2682 00247

12.3 Complaints are handled by Trezzle within thirty days. If handling of a complaint within a period of 30 days is unexpectedly not possible, then Trezzle will inform the Customer of the duration of the delay.

12.4 Goods acknowledged by Trezzle as being unsound will be either repaired or replaced, or their purchase amount credited to the Customer. The costs associated with repairing or replacing the unsound goods will be borne by Trezzle.

#### **Article 13 Guarantee**

13.1 If a product carries a guarantee, then this will be communicated to the Customer at the time the Agreement is finalized.

13.2 If damage or defects in products arise through:

a. normal wear and tear;

b. improper use;

c. lack of or improper maintenance;

d. modifications or repairs by the Customer or third parties;

e. any government regulation regarding the nature or quality of the applied materials;

then the Customer can make no appeal on the guarantee.

#### **Article 14 Liability**

14.1 Trezzle cannot be held liable for compensation for any damages that are a direct or indirect result of:

a. an event that is in fact beyond its power and therefore cannot be attributed to any act and/or omission on its part;

b. any act or omission of the Customer.

14.2 Trezzle is not liable for any damages caused by temporary or permanent unavailability of the order system, lack of access or removal of the website for maintenance, or otherwise.

14.3 Trezzle is not liable for damages of any kind stemming from the inaccurate or incomplete data given to it by the Customer.

14.4 Trezzle is not responsible for any accidents involving the product through for example wrong or improper use or use contrary to the usage instructions.

14.5 In the event that Trezzle may be liable for any kind of compensatory damages, then the liability of Trezzle is limited to the amount to be paid by the insurance company of Trezzle. If the insurer does not pay out for any such case or if the damage is not covered by the insurer, then the liability of Trezzle will be limited to the amount invoiced, at least for that part of the Agreement to which the liability relates.

14.6 The limited liabilities recorded in these general conditions do not apply in the event that damage can be attributed to intentional or gross negligence of Trezzle or its subordinates.

#### **Article 15 Force Majeure**

In case of force majeure Trezzle is not obliged to compensate the Customer for the resulting damage, unless and in so far as Trezzle, as a consequence of the force majeure situation, had an advantage which it would not have had under normal performance of business.

**Article 16 Confidentiality**

Both parties are obliged to keep all confidential information private that they, within the framework of the Agreement, receive from one another or obtain from other sources. Information is considered confidential if the other party has indicated it to be so or if it arises from the nature of the information. The party who receives the confidential information will use it only for the purpose for which it has been provided.

**Article 17 Intellectual Property Rights**

17.1 The Customer shall wholly and unconditionally respect all intellectual property rights attached to the products delivered by Trezzle.

17.2 The Customer may not copy, forward, distribute, reproduce or publish any information, texts, logos, trademarks and images obtained via the Trezzle website without prior written or electronically sent permission of Trezzle. The Customer is allowed to post the URL of the website on social networking sites.

**Article 18 Internet Security**

Trezzle will take appropriate security measures to protect the web shop against the risks of unauthorized access to or alteration, destruction, or loss of data entered on the web shop by Customers, but Trezzle cannot provide any guarantees on the matter.

**Article 19 Personal details**

19.1 Customer details shall only be used by Trezzle for the purpose of carrying out order agreements or for providing requested information. All Customer data is stored and processed subject to the provisions of the Data Protection Act.

19.2 Trezzle will not release personal information of the Customer to third parties without the express permission of the Customer. The Customer may withdraw this consent at any time. Excluded here are companies appointed to execute the Agreement and who require the details to expedite the order. In such cases, only the minimum amount of information necessary is given.

**Article 20 Final stipulations**

20.1 The version of the general conditions that was in force at the time of finalizing the Agreement is applicable, unless the Customer accepts the validity of a revised version of the general conditions after having finalized the Agreement.

20.2 The parties will appeal to a court of jurisdiction only after they have done their utmost to resolve any dispute through mutual consultation.

20.3 The law of The Netherlands is applicable on all Agreements between Trezzle and its Customers.

20.4 All disputes related to Agreements between the Customer and Trezzle will be submitted to a competent court of jurisdiction in the district where Trezzle is established. The Customer, being a natural person, has a period of one month, after the time Trezzle informs the Customer in writing of this clause, to choose a competent court of jurisdiction to legally settle the dispute.