

Contents

Article 1 - Definitions Article

2 - Identity of the trader Article

3 - Applicability Article

4 - Supply Article

5 - The contract Article

6 - Right of withdrawal Article

7 - Costs in case of withdrawal Article

8 - Exclusion of right of withdrawal Article

9 - The price Article

10 - Conformity and guarantee Article

11 - Delivery and execution Article

12 - Transactions of limited duration: duration, withdrawal and renewal Article

13 - Payment Article

14 - Complaints procedure Article

15 - Disputes Article

16 - Additional or different provisions

Article 1 - Definitions

For the purposes of these terms and conditions:

1. Withdrawal period: the period within which the consumer may exercise his right of withdrawal;
2. **Consumer:**Â the natural person who is not acting in the exercise of a profession or business and enters into a distance contract with the entrepreneur;
3. **Day:**Â calendar **day**;
4. **Duration transaction:**Â a distance contract relating to a series of products and/or services, the supply and/or purchase obligation of which is spread over time;
5. **Durable data carrier:**Â any means that enables the consumer or entrepreneur to store information addressed to him personally in a way that allows future consultation and unaltered reproduction of the stored information.
6. **Right of withdrawal:**Â the possibility for the consumer to withdraw from the distance contract within the cooling-off period;
7. **Model form:**Â the model withdrawal form that the entrepreneur makes available that a consumer can fill in when he wants to make use of his right of withdrawal.
8. **Entrepreneur:**Â the natural or legal person who offers products and/or services to consumers at a distance;
9. **Distance agreement:**Â an agreement whereby, 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 means of distance communication;
10. **Technique for distance communication:**Â means that can be used for concluding an agreement, without the consumer and entrepreneur being in the same room at the same time.
11. **General Terms and Conditions:**Â the present General Terms and Conditions of the entrepreneur.

Article 2 - Identity of the entrepreneur

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Article 3 - Applicability

1. These general terms and conditions apply to every offer made by the entrepreneur and to every distance contract and orders placed between entrepreneur and 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, prior to the conclusion of the remote agreement, it will be indicated that the general terms and conditions can be inspected at the entrepreneur's premises and they will be sent to the consumer free of charge as soon as possible at the consumer's request.
3. If the distance contract is concluded electronically, contrary to the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions may be made available to the consumer electronically in such a way that the consumer can easily store it on a durable data carrier. If this is not reasonably possible, prior to the conclusion of the distance contract, it will be indicated where the general terms and conditions can be viewed electronically and that they will be sent electronically or otherwise free of charge at the consumer's request.
4. In the event that, in addition to these general terms and conditions, specific product or service conditions also apply, the second and third paragraphs shall apply *mutatis mutandis* and the consumer may always invoke the applicable provision that is most favourable to him in the event of conflicting general terms and conditions.
5. If one or more provisions of these general terms and conditions are wholly or partially null and void or are annulled at any time, the agreement and these terms and conditions shall otherwise remain in force and the provision in question shall be replaced in mutual consultation without delay by a provision that approximates the purport of the original as closely as possible.
6. Situations not covered by these general terms and conditions should be assessed 'in the spirit' of these general terms and conditions.
7. Uncertainties about the interpretation or content of one or more provisions of our terms and conditions must be interpreted 'in the spirit' of these general terms and conditions.

Article 4 - The offer

1. If an offer has a limited period of validity 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 shall be sufficiently detailed to enable the consumer to make a proper assessment of the offer. If the entrepreneur makes use of images, these are a true representation of the products and/or services on offer. Obvious mistakes or apparent errors in the offer are not binding for the entrepreneur.
4. All images, specifications and information contained in the offer are indicative and cannot give rise to compensation or dissolution of the agreement.
5. Product images are a true representation of the products offered. Entrepreneur cannot guarantee that the colours shown correspond exactly with the real colours of the products.
6. Each offer shall contain such information that it is clear to the consumer what rights and

obligations are attached to acceptance of the offer. This concerns in particular:

- The price includes taxes;
- any shipping costs;
- the manner in which the agreement will be concluded and the actions required to implement it;
- whether or not the right of withdrawal applies;
- the method of payment, delivery and performance of the agreement;
- The period for acceptance of the offer, or the period within which the entrepreneur guarantees the price;
- the amount of the tariff for distance communication if the costs of using the means of distance communication are calculated on a basis other than the regular basic tariff for the means of communication used;
- whether the contract will be archived after it has been concluded and, if so, to which it can be consulted by the consumer;
- the way in which the consumer, before concluding the contract, can check the data provided by him within the framework of the contract and, if desired, rectify it;
- any other languages in which, in addition to Dutch, the agreement may be concluded;
- the codes of conduct to which the trader is subject and the way in which the consumer can consult these codes of conduct electronically; and
- the minimum duration of the distance contract in the case of an enduring transaction.

Article 5 - The Agreement

1. Subject to the provisions of paragraph 4, the agreement is concluded at the moment the consumer accepts the offer and fulfils the conditions attached to it.
2. If the consumer has accepted the offer electronically, the trader will immediately confirm receipt of acceptance of the offer electronically. As long as the agreement 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 secure the electronic transfer of data and will ensure a secure web environment. If the consumer is able to pay electronically, the entrepreneur will take appropriate security measures.
4. The entrepreneur can inform himself - within the legal framework - whether the consumer can meet his payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the distance contract. If, based on this investigation, the entrepreneur has good grounds not to enter into the agreement, he is entitled to refuse an order or request or to attach special conditions to the execution.
5. The entrepreneur will include the following information with the product or service to the consumer, in writing or in such a way that the consumer can store it in an accessible way on a durable medium:
 - The visiting address of the establishment of the entrepreneur to which the consumer can turn with complaints;
 - the conditions under which and the way in which the consumer may exercise the right of withdrawal or a clear indication of the exclusion of the right of withdrawal;
 - information on warranties and existing after-sales service;
 - The information included in article 4 paragraph 3 of these conditions, unless the entrepreneur has already provided this information to the consumer before the

- execution of the agreement;
 - the requirements for termination of the contract if the contract has a duration of more than one year or is of indefinite duration.
6. In the case of an enduring transaction, the provision of the previous paragraph shall only apply to the first delivery.
 7. Each agreement is entered into under the suspensive conditions of sufficient availability of the products concerned.

Article 6 - Right of withdrawal

Upon delivery of products:

1. When purchasing products, the consumer has the option of dissolving the contract without giving reasons for a period of 14 days. This cooling off period commences on the day after receipt of the product by the consumer or a representative appointed by the consumer in advance and made known to the entrepreneur. **Â This only applies to ready-made products such as haberdashery and patterns. Fabrics and some haberdasheryÂ that you buy via this web shop will be made to measure according to the specification that you have entered. The right of withdrawal therefore does not apply. The sale is thus final after successful payment.**
2. During the reflection period, the consumer will handle the product and its packaging with care. He will only unpack or use the product to the extent necessary to assess whether he wishes to keep the product. If he makes use of his right of withdrawal, he will return the product with all delivered accessories and - if reasonably possible - 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 right of withdrawal, he is obliged to inform the entrepreneur of this within 14 days after receipt of the product. The consumer has to make this known by means of the model form. After the consumer has made it known that he wishes to make use of his right of withdrawal, the client must return the product within 14 days. The consumer has to prove that the delivered goods have been returned on time, for example by means of a proof of shipment.Â
4. If, after the expiry of the periods mentioned in paragraphs 2 and 3, the customer has not made it known that he wishes to exercise his right of withdrawal or has not returned the product to the entrepreneur, the purchase is a fact.

In the case of the provision of services:

1. In case of delivery of services, the consumer has the possibility to dissolve the agreement without giving reasons for a period of at least 14 days, starting on the day of entering into the agreement.
2. In order to make use of his right of withdrawal, the consumer will focus on the reasonable and clear instructions provided by the entrepreneur at the time of the offer and / or at the latest at the time of delivery.

Article 7 - Costs in case of revocation

1. If the consumer makes use of his right of withdrawal, he shall bear at most the costs of returning the goods.
2. If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible, but at the latest within 14 days after withdrawal. The condition is that the

product has already been received back by the merchant or conclusive proof of complete return can be provided. Reimbursement will take place via the same payment method used by the consumer, unless the consumer explicitly gives permission for another payment method.

3. In the event of damage to the product due to careless handling by the consumer himself, the consumer shall be liable for any reduction in value of the product.
4. The consumer cannot be held liable for any reduction in the value of the product if the entrepreneur has not provided all the legally required information about the right of withdrawal, this must be done before concluding the purchase contract.

Article 8 - Exclusion of right of withdrawal

1. The entrepreneur can exclude the consumer's right of withdrawal for products as described in paragraph 2 and 3. The exclusion of the right of withdrawal only applies if the entrepreneur has clearly stated this in the offer, at least in good time before concluding the agreement.
2. Exclusion of the right of withdrawal is only possible for products:
 - which have been made by the entrepreneur according to the specifications of the consumer;
 - which are clearly personal in nature;
 - which, by their nature, cannot be returned;
 - which can spoil or age quickly;
 - whose price is subject to fluctuations in the financial market over which the entrepreneur has no influence;
 - For individual newspapers and magazines;
 - for audio and video recordings and computer software the seal of which has been tampered with by the consumer;
 - for hygienic products of which the consumer has broken the seal.
3. Exclusion of the right of withdrawal is only possible for services:
 - concerning accommodation, transport, catering or leisure activities to be carried out on a specific date or during a specific period;
 - the supply of which has begun with the express consent of the consumer before the expiry of the cooling-off period;
 - on betting and lotteries.

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 and on which the entrepreneur has no influence, with variable prices. These fluctuations and the fact that any prices quoted are target prices will be stated in the offer.Â
3. Price increases within 3 months after the conclusion of the contract 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 allowed if the entrepreneur has stipulated this:Â
 - they are the result of statutory regulations or provisions; or
 - the consumer has the right to terminate the contract from the day on which the price increase takes effect.

5. The prices mentioned in the offer of products or services are inclusive of VAT.
6. All prices are subject to printing and typographical 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 wrong price.Â

Article 10 - Conformity and guarantee

1. The entrepreneur guarantees that the products and/or services meet the agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or usability and the legal provisions and/or government regulations existing on the date of the conclusion of the agreement. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.
2. 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 on the basis of the agreement.
3. Any defects or wrongly delivered products must be reported in writing to the entrepreneur within 2 months after delivery. Products must be returned in their original packaging and in new condition.
4. The entrepreneur's warranty period corresponds to the manufacturer's warranty period. 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.
5. The guarantee does not apply if:
 - the consumer has repaired and/or processed the delivered products himself or has had them repaired and/or processed by third parties;
 - The products delivered have been exposed to abnormal conditions or are otherwise treated carelessly or contrary to the instructions of the entrepreneur and/or have been treated on the packaging;
 - the defect is wholly or partly the result of regulations that the government has imposed or will impose with regard to the nature or quality of the materials used.

Article 11 - Delivery and performance

1. The entrepreneur will take the greatest possible care in receiving and executing orders for products and in assessing requests for the provision of services.
2. The place of delivery shall be the address given by the consumer to the company.
3. With due observance of what is stated in paragraph 4 of this article, the company will carry out accepted orders with due speed, but at the latest within 30 days, unless the consumer has agreed to a longer delivery period. If the delivery is delayed, or if an order cannot be carried out or can only be carried out in part, the consumer will be informed of this no later than 30 days after he has placed the order. In that case, the consumer has the right to dissolve the agreement free of charge. The consumer has no right to compensation.Â
4. All delivery times are indicative. The consumer cannot derive any rights from any of these deadlines. 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 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

every effort to provide a replacement article. At the latest upon delivery, it will be clearly and comprehensibly stated that a replacement article will be delivered. For replacement items, the right of withdrawal cannot be excluded. The costs of any return shipment shall be borne by the entrepreneur.

7. The risk of damage and/or loss of products rests with the entrepreneur up to the moment of delivery to the consumer or a representative appointed in advance and announced to the entrepreneur, unless explicitly agreed otherwise.

Article 12 - Duration transactions: duration, termination and renewal

Termination

1. The consumer may terminate an open-ended contract for the regular supply of products (including electricity) or services at any time, subject to the agreed termination rules and a notice of up to one month.
2. The consumer may terminate a fixed-term contract for the regular supply of products (including electricity) or services at any time at the end of the fixed-term, subject to agreed termination rules and a maximum notice period of one month.
3. The consumer may conclude the contracts referred to in the previous paragraphs:
 - Cancel at any time and not be limited to cancellation at a specific time or in a specific period of time;
 - at least denounce them in the same way as they were entered into by him;
 - Always cancel with the same notice period as the entrepreneur has stipulated for himself.

Extension

1. A fixed-term contract for the regular supply of products (including electricity) or services may not be tacitly extended or renewed for a fixed period.
2. Contrary to the previous paragraph, a fixed-term contract for the regular supply of daily, weekly and weekly newspapers and magazines may be tacitly renewed for a maximum period of three months, if the consumer can terminate this renewed contract at the end of the renewal with a period of notice not exceeding one month.
3. A fixed-term contract for the regular supply of products or services may only be tacitly renewed for an indefinite period of time if the consumer may at any time terminate the contract by giving up to one month's notice and up to three months' notice where the contract is for the regular supply of daily or weekly newspapers, newspapers, magazines and periodicals, but less than once a month.
4. An agreement with a limited duration for the regular supply of daily newspapers, news and weekly newspapers and magazines for acquaintance (trial or introductory subscription) will not be tacitly continued and will end automatically at the end of the trial or introductory period.

Duration

1. If a contract has a duration of more than one year, after one year the consumer may terminate the contract at any time with a notice of up to one month, unless the reasonableness and fairness dictate otherwise.

Article 13 - Payment

1. Unless otherwise agreed, the amounts owed by the consumer must be paid within 7 working days after the start of the reflection period as referred to in article 6 paragraph 1. In the case of an agreement to provide a service, this period shall commence after the consumer has received confirmation of the agreement.
2. The consumer has the duty to report any inaccuracies in the payment details provided or stated to the entrepreneur without delay.
3. In case of non-payment by the consumer, the entrepreneur has the right, subject to legal restrictions, to charge the reasonable costs made known in advance to the consumer.

Article 14 - Complaints procedure

1. The entrepreneur has a sufficiently publicized complaints procedure and handles the complaint in accordance with this complaints procedure.
2. Complaints about the implementation of the agreement must be submitted to the entrepreneur within 2 months 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 answer within the period of 14 days with a message 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 arises that is subject to dispute resolution.
5. In case of complaints a consumer should first of all turn to the entrepreneur. If the web shop is affiliated with Stichting WebwinkelKeur and in the event of complaints that cannot be resolved in mutual consultation, the consumer should turn to Stichting WebwinkelKeur (www.webwinkelkeur.nl), which will mediate free of charge. Check whether this web shop has a current membership via <https://www.webwinkelkeur.nl/ledenlijst/>. If a solution has not yet been reached, the consumer has the option of having his complaint handled by the independent arbitration committee appointed by Stichting WebwinkelKeur, the decision is binding and both entrepreneur and consumer agree to this binding decision. Submitting a dispute to this dispute committee involves costs that must be paid by the consumer to the committee in question. It is also possible to report complaints via the European ODR platform (<http://ec.europa.eu/odr>).
6. A complaint does not suspend the obligations of the entrepreneur, unless the entrepreneur indicates otherwise in writing.
7. If a complaint is found to be justified by the entrepreneur, the entrepreneur will, at her discretion, replace or repair the delivered products free of charge.

Article 15 - Disputes

1. Agreements between the entrepreneur and the consumer to which these general terms and conditions apply, are exclusively governed by Dutch law. Even if the consumer lives abroad.
2. The Vienna Convention on Contracts for the International Sale of Goods does not apply.

Article 16 - Additional or different provisions

Additional provisions or provisions deviating from these General Terms and Conditions may not be to the Consumer's detriment and must be recorded in writing or in such a way that the Consumer can store them in an accessible manner on a durable data carrier.