

## GENERAL TERMS AND CONDITIONS

### ARTICLE 1. QUOTATIONS AND OFFERS

1.1 All details, of whatever nature, appearing in catalogues, brochures, quotations, price lists, order confirmations or other printed matter, or disseminated via the internet, the website, electronic mail or any other medium, are stated as accurately as possible, but are nonetheless not binding. Consequently, Esther Acampora is not liable for any printing, writing or counting errors and inaccuracies, nor for the consequences of such errors or inaccuracies.

1.2 Esther Acampora expressly reserves the right to change her prices, in the event this should become necessary under any (statutory) provision, for example, or otherwise. The price agreed and confirmed by e-mail shall be the price binding on the buyer and Esther Acampora.

1.3 A contract is not deemed to have become effective until the order has been confirmed in writing by Esther Acampora. The order is binding on you. Esther Acampora may refuse orders or may attach certain conditions to delivery, unless expressly provided otherwise. If Esther Acampora refuses to accept an order, she will notify you thereof within fourteen days after receipt of the order.

### ARTICLE 2. DELIVERY AND DELIVERY PERIOD

2.1 The delivery period commences once the contract has been concluded, all details needed for the execution of the work have been received by Esther Acampora and payment has been made.

2.2 If delivery is not made within thirty days after conclusion of a 'distance contract', the buyer may cancel the contract in writing, without either party being liable to pay any compensation.

2.3 A delivery date that has been agreed is not a delivery deadline, unless otherwise expressly agreed. A delivery date, where stated, is therefore only intended as a guide. You are not entitled to any compensation, nor are you entitled to cancel the order or the contract, in the event the delivery date or delivery period is exceeded, save where the delivery date or delivery period is exceeded by such a term that you cannot reasonably be expected to continue to be bound by the contract and you have informed Esther Acampora thereof upon entering into the contract. In such case you are entitled to cancel the order or the contract, to the extent necessary.

2.4 All freight and/or postage costs incurred by Esther Acampora, including the costs of insuring the ordered product, are included in the price of the product which will be delivered. The product will be delivered carriage paid to an address given by you.

2.5 The product will be insured during transport up to the maximum amount which the transport company will indemnify. The transport company's General Terms and Conditions shall be binding in this regard. The buyer is responsible himself/herself for submitting any claim against the transport company. Esther Acampora does not accept liability for non-delivery or loss of any product(s).

2.6 You must notify Esther Acampora in writing by e-mail within five working days in the case of non-delivery of a product.

2.7 You must confirm any complaint in writing within two working days after receipt of the product.

2.8 Esther Acampora will be given the opportunity to remedy any justifiable complaint within a term which will be agreed in writing (by e-mail).

### ARTICLE 3. WARRANTY

3.1 Esther Acampora warrants that the items sold by her are free of any design, material and manufacturing faults for a period of six months following delivery, unless otherwise agreed.

3.2 Esther Acampora is not liable for any damage resulting from inadequate maintenance or use. You are referred to the website for maintenance tips. These tips do not grant you any right whatsoever which can result in any liability on the part of Esther Acampora.

3.3 Improper use of any product differing from the use for which the product is logically intended discharges Esther Acampora from any obligation to pay partial compensation or compensation in full. Esther Acampora is not obliged to effect any repair or remedy if you fail in any performance vis-à-vis Esther Acampora.

3.4 All replaced parts shall become the property of Esther Acampora.

3.5 You must show that the item displays a fault which is covered by this warranty within the warranty period. The warranty ceases to be effective in the event the buyer has attempted in any way to repair such fault, in whatever manner or form.

### ARTICLE 4. RETENTION OF TITLE

4.1 The items delivered by Esther Acampora remain the property of Esther Acampora until you have met all subsequent obligations under all sales contracts concluded with Esther Acampora. Furthermore, you are not entitled to pledge the items or create any other right to them.

4.2 The copyright to every product is vested in Esther Acampora.

4.3 All products that have been designed and developed by Esther Acampora and which are published in online and/or offline media are subject to copyright.

4.4 Esther Acampora reserves the right to hold third parties liable in the event she can prove that copyright has been or is being infringed.

4.5 Action will be taken to recover all actual costs arising from articles 4.1, 4.2, 4.3 and 4.4, in connection with any notice of liability and infringement of copyright.

### ARTICLE 5. PRICES AND PAYMENT

5.1 The prices for the products which are offered are quoted in Euro, British Pound and/or US Dollars and are inclusive of VAT, shipping and insurance costs. Prices which are quoted are explicitly subject to change, without prior notice. This also applies after an order has been placed with and been accepted by Esther Acampora. The preceding provision does not apply in the event the order has been completed.

5.2 If the prices for the products and services that have been offered rise in the period between placing the order and execution of the order, you are entitled to cancel the order or to terminate the contract within 14 days after you are notified of the price increase by Esther Acampora.

5.3 Payment shall be made via Ideal or Paypal. Any other manner of payment must be agreed in writing with Esther Acampora.

5.4 Ideal and Paypal are registered trade names of the respective legal entities. Ideal and Paypal apply their own terms and conditions.

5.5 The buyer cannot invoke the terms and conditions referred to in article 5.4 against Esther Acampora.

### ARTICLE 6. APPLICABLE LAW

6.1 Every contract concluded between Esther Acampora and the buyer shall be governed by and construed in accordance with Dutch Law.

### ARTICLE 7. OTHER PROVISIONS

7.1 Esther Acampora is entitled to deliver orders to any address notified in writing by the buyer to Esther Acampora.

### ARTICLE 8. PRIVACY

8.1 Esther Acampora observes due care in handling your personal data. Your details, in whatever form, will never be disclosed or supplied to third parties and will only be used to complete the transaction in respect of the product ordered by you and/or for distribution of a newsletter.

8.2 You can add your name to or remove your name from the distribution list of a newsletter which is sent to the e-mail address notified by you at any time. You will only receive this newsletter if you have registered to receive it.

\* An activity of Studio Ciro Acampora vof