

Annette Spaan Photography and Writing |

General Terms and Conditions

Version 1.0 | 04-11-2020

This document contains the General Terms and Conditions of **Annette Spaan Photography and Writing**.

These General Terms and Conditions always apply when you use our Website or place an order through our Website, and they contain important information for you as a buyer. Please read them carefully. We also recommend that you save or print these General Terms and Conditions so that you can consult them at a later time.

Article 1. Definitions

- 1.1. **Annette Spaan Photography and Writing:** the company April Snow, located in Kortenhoef and registered with the Dutch Chamber of Commerce under file number 54278112, trading as Annette Spaan Photography and Writing.
- 1.2. **Website:** the Website of Annette Spaan Photography and Writing, to be found on www.annettespaan.com and all of its subdomains.
- 1.3. **Customer:** the natural person or corporation who enters into an agreement with Annette Spaan Photography and Writing and/or is registered on the Website.
- 1.4. **Agreement:** any arrangement or agreement between Annette Spaan Photography and Writing and Customer of which the General Terms and Conditions are an integral part.
- 1.5. **General Terms and Conditions:** these General Terms and Conditions.

Article 2. Applicability

- 2.1. The General Terms and Conditions apply to all offers, agreements and deliveries of Annette Spaan Photography and Writing, unless explicitly agreed otherwise in writing.
- 2.2. If Customer in his order, confirmation or any other communication alleging acceptance of the General Terms and Provisions includes any provisions that differ from, or are not included in the General Terms and Conditions, such provisions will only be binding upon Annette Spaan Photography and Writing if and in so far as Annette Spaan Photography and Writing has accepted them in writing.
- 2.3. In cases where specific product or service-related terms and conditions apply in addition to these general terms and conditions, Customer can always invoke the applicable condition that is most favorable to him in the event of incompatible general terms and conditions.

Article 3. Prices and information

- 3.1. All prices posted on the Website and in other materials originating from Annette Spaan Photography and Writing include taxes and other levies imposed by the government, unless stated otherwise on the website.
- 3.2. There are no separate shipping costs.
- 3.3. The content of the Website is composed with the greatest care. Annette Spaan Photography and Writing cannot, however, guarantee that all information on the Website is correct and complete at all times. All prices and other information posted on the Website and in other materials originating from Annette Spaan Photography and Writing are subject to obvious programming and typing errors.
- 3.4. Annette Spaan Photography and Writing cannot be held responsible for deviations in colour that result from the quality of the colours displayed on the screen.

Article 4. Conclusion of the Agreement

- 4.1. The Agreement will be deemed to be concluded at the moment Customer accepts the offer of Annette Spaan Photography and Writing subject to the conditions laid down by Annette Spaan Photography and Writing.
- 4.2. If Customer has accepted the offer by electronic means, Annette Spaan Photography and Writing will confirm receipt of acceptance of the offer by electronic means without delay. Until such receipt of acceptance is confirmed, Customer will have the possibility to terminate the Agreement.
- 4.3. If it is found that, in accepting or otherwise entering into the Agreement, Customer has provided incorrect data, Annette Spaan Photography and Writing will have the right to postpone the Agreement until the correct data is received.

Article 5. Registration

- 5.1. To make optimal use of the Website, Customer can register using the registration form/the account sign-in option on the Website. During the registration process, Customer will be asked to choose a username and password with which he can log on to the Website. Customer alone is responsible for choosing a sufficiently reliable password.
- 5.2. Customer must keep its login credentials, username and password strictly confidential. Annette Spaan Photography and Writing cannot be held liable for any misuse of the login credentials and is always entitled to assume that Customer who logs on to the Website is the party that it professes to be. Customer is responsible for and bears the full risk of any and all actions and transactions performed via Customer's account.
- 5.3. If Customer knows or has reason to suspect that its login details have become available to unauthorised parties, it will be required to change its password as soon as possible and/or to notify Annette Spaan Photography and Writing accordingly so as to allow Annette Spaan Photography and Writing to take appropriate measures.

Article 6. Execution of the Agreement

- 6.1. As soon as Annette Spaan Photography and Writing has received the order, it will send the products to Customer without delay and with due regard for the provisions of paragraph 3 of this article.
- 6.2. Annette Spaan Photography and Writing is authorised to engage third parties in the fulfilment of its obligations under the Agreement.
- 6.3. Well ahead of the date on which the Agreement is signed, information will be posted on the Website which clearly describes the manner in which and the term within which the products will be delivered. If no delivery term has been agreed or stated, the products will be delivered within 30 days at the latest.
- 6.4. If Annette Spaan Photography and Writing is unable to deliver the products within the agreed term, it will notify Customer accordingly. In that case Customer can decide either to agree to a new delivery date or to terminate the Agreement without incurring any costs.
- 6.5. Annette Spaan Photography and Writing advises Customer to inspect the products upon delivery and to report any defects within an appropriate period, preferably in writing or by email. For further details, see the article about guarantee and conformity.
- 6.6. The risks associated with the products will transfer to Customer as soon as the products are delivered at the agreed delivery address.
- 6.7. If the ordered product can no longer be supplied, Annette Spaan Photography and Writing is entitled to deliver a product which is comparable in nature and quality to the ordered product. In that case, Customer will have the right to terminate the Agreement without incurring any costs and to return the product free of charge.

Article 7. Right of withdrawal

- 7.1. Information about the applicability or non-applicability of a right of withdrawal and any required procedure will be posted clearly on the Website, well before the Agreement is concluded.
- 7.2. Annette Spaan Photography and Writing exclusively sells digital content, which it delivers through non-physical means. The right of withdrawal (in Dutch: 'herroepingsrecht') does not apply to the delivery of digital content other than on a material medium, but only if the delivery commenced with Customer explicit prior agreement, and Customer declared thereby that it was understood that this resulted in him having lost his right of withdrawal.

Article 8. Payment

- 8.1. Customer shall pay the amounts due to Annette Spaan Photography and Writing in accordance with the ordering procedure and any payment methods indicated on the Website. Annette Spaan Photography and Writing is free to offer any payment method of its choice and may change these methods at any time. In cases of payment after delivery Customer will be given a term of payment of 14 days entering on the day after delivery.
- 8.2. If Customer does not complete his payment obligation, he will be indebted the legal interest over the belated payment. Annette Spaan Photography and Writing needs to remind Customer of the belated payment and Annette Spaan Photography and Writing has to give Customer a term of 14 days to complete the payment obligation. After failing this 14 days term Annette Spaan Photography and Writing is allowed to recover any extrajudicial debt collection costs on Customer. These debt collection costs are not higher than: 15% of the open payment with a maximum of € 2.500,-; 10% of the next € 2.500,- and 5% over the next € 5.000,- with a minimum of € 40,-. Annette Spaan Photography and Writing is allowed to deviate from the named amounts and percentages in the advantages of Customer.

Article 9. Warranty and conformity

- 9.1. This article only applies if Customer is a natural person who is not acting in his or her professional or commercial capacity. If Annette Spaan Photography and Writing gives a separate warranty on the products then, without prejudice to the aforesaid, this applies to all types of Customers.
- 9.2. Annette Spaan Photography and Writing guarantees that the products are in conformity with the Agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or usability and with the existing statutory provisions and/or government regulations that are in force from the date of entering into the Agreement. If specifically agreed, Annette Spaan Photography and Writing also guarantees that the product is suitable for other than normal use.
- 9.3. If the delivered product is not in conformity with the Agreement, Customer must inform Annette Spaan Photography and Writing within a reasonable period of time after he has discovered the defect.
- 9.4. If Annette Spaan Photography and Writing deems the complaint to be correct, the faulty product(s) will be repaired, replaced or refunded in consultation with Customer. The maximum amount of compensation is, having regard to the Article on liability, equal to the price paid by Customer for the product.

Article 10. Warranty on business purchases

- 10.1. Annette Spaan Photography and Writing guarantees that the products are in conformity with the Agreement, the specifications stated in the offer, the reasonable requirements

of reliability and/or usability and with the existing statutory provisions and/or government regulations that are in force from the date of entering into the Agreement. If specifically agreed, Annette Spaan Photography and Writing also guarantees that the product is suitable for other than normal use. Otherwise, it applies that the product is suitable for normal use.

- 10.2. If the delivered product is not in conformity with the Agreement, Customer must inform Annette Spaan Photography and Writing within a reasonable period of time after he has discovered the defect.
- 10.3. If Annette Spaan Photography and Writing deems the complaint to be correct, the faulty product(s) will be repaired, replaced or (partially) refunded in consultation with the Customer.

Article 11. Complaints

- 11.1. If Customer has any grievances in connection with a product (in accordance with the article on warranties and conformity) and/or about other aspects of Annette Spaan Photography and Writing's service, it can submit a complaint by telephone, by email or by post. See the contact details at the bottom of the General Terms and Conditions.
- 11.2. Annette Spaan Photography and Writing will respond to the complaint as soon as possible, and in any case within 3 days after having received it. If it is not yet possible for Annette Spaan Photography and Writing to formulate a substantive reaction to the complaint by that time, Annette Spaan Photography and Writing will confirm receipt of the complaint within 3 days after having received it and give an indication of the term within which it expects to be able to give a substantive or definitive reaction to Customer's complaint.
- 11.3. If Customer is a natural person who is not acting in his or her professional or commercial capacity, it can file a complaint through the European Online Dispute Resolution platform, available at: <http://ec.europa.eu/odr/>.

Article 12. Liability

- 12.1. This Article only applies if Customer is a natural person or a legal entity who is acting in a professional or commercial capacity.
- 12.2. The total liability of Annette Spaan Photography and Writing in respect of Customer due to an attributable failure to perform the Agreement is limited to compensation not exceeding the price stipulated for that particular Agreement (including VAT).
- 12.3. The liability of Annette Spaan Photography and Writing in respect of Customer for indirect damage or loss, which in any case includes – but is explicitly not limited to – consequential damage, lost profit, lost savings, loss of data and damage due to business interruption, is excluded.
- 12.4. Aside from the cases referred to in the two previous paragraphs of this Article, Annette Spaan Photography and Writing is not subject to any liability at all in respect of Customer for damages, irrespective of the ground on which the action for damages is based. The restrictions set out in this Article, will, however, cease to apply if and insofar as the damage or loss is the result of an intentional act or gross negligence on the part of Annette Spaan Photography and Writing.
- 12.5. Annette Spaan Photography and Writing will only be liable to Customer on account of an attributable failure in the performance of an agreement if Customer issues a proper notice of default to Annette Spaan Photography and Writing without delay stipulating a reasonable period of time in which to remedy the failure, and Annette Spaan Photography and Writing also continues to fail to perform its obligations after that period. The notice of default must contain a description of the failure in as much detail

as possible to enable Annette Spaan Photography and Writing to provide an adequate response.

- 12.6. Any event giving right to compensation is always subject to the condition that Customer reports the damage or loss in writing to Annette Spaan Photography and Writing as soon as possible, but no later than within 30 days after the damage or loss has arisen.
- 12.7. In the event of force majeure Annette Spaan Photography and Writing is not liable to pay compensation for any damage or loss Customer has incurred as a result.

Article 13. Personal details

- 13.1. Annette Spaan Photography and Writing will process the Customer's personal details in accordance with the privacy statement published on the Website.

Article 14. Final provisions

- 14.1. This agreement is governed by the laws of the country of establishment of the webshop, unless mandatory law provides otherwise.
- 14.2. Insofar as not dictated otherwise by mandatory law, any disputes ensuing from the Agreement will be submitted to the competent Dutch court in the district where Annette Spaan Photography and Writing has its registered office.
- 14.3. If any provision set out in these General Terms and Conditions should prove to be void, this will not affect the validity of the General Terms and Conditions as a whole. In that case, the Parties will lay down one or more new provisions in replacement which will reflect the original provision as much as is possible under the law.
- 14.4. The term 'written' in these General Terms and Conditions also refers to communication by email and fax, provided that the sender's identity and the integrity of the email message have been sufficiently established.

Contact details

Should you have any questions, complaints or comments after reading these General Terms and Conditions, please contact us by email or letter.

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