

GENERAL TERMS AND CONDITIONS WEBSHOP - DON'T WASTE CULTURE

Article 1. Definitions

In these general terms and conditions, the following definitions apply:

- a. Customer: the party which DWC has entered into an agreement with. The purchaser of a DWC product.
- b. DWC: Don't Waste Culture, a company of:
Brand Your Merch B.V.
Kluwerweg 16
7418 HK Deventer (NL)
Chamber of Commerce no. 74055992
shop@dontwasteculture.com
- c. Agreement: the (purchase) agreement(s) concluded between the parties with regard to the delivery of products.
- d. Products: all goods that are or will be delivered to the Customer in execution of an agreement concluded between the Customer and DWC;
- e. Written: In these general terms and conditions, written shall also be understood to mean: by e-mail or any other means of communication that, in view of the current state of affairs and the generally accepted standards, can be equated with this.
- f. Consumer: the Customer who is acting for private purposes.

Article 2. Applicability

1. These terms and conditions apply to all offers, orders, deliveries of services or products and to all agreements entered into by or on behalf of DWC.
2. Parties can only deviate from these terms and conditions by explicitly agreement upon in writing.
3. The possible inapplicability of (part of) a provision of these general terms and conditions does not affect the applicability of the other provisions. Customer and DWC will then enter into consultation in order to agree on new provisions to replace the void or voided provisions. The intent and purpose of the original provision will be taken into account as much as possible.
4. These terms and conditions shall also apply to all agreements with DWC for the execution of which third parties must be involved.
5. The applicability of any general - or other - terms and conditions of the Customer or third parties is expressly rejected.

Article 3. Agreements

1. Agreements with DWC are concluded after an confirmation of the order in writing as soon as the execution of the Agreement has been started by DWC.
2. Any order confirmation sent by DWC shall be deemed to accurately and completely reflect the Agreement.
3. Minor or technically unavoidable deviations in quality, quantity, dimensions, color, size, etc. do not constitute deviations from the Agreement. Color differences due to light and/or weather influences are also at the expense and risk of the Customer. This also applies to changes in technical insights into the industry and/or government regulations.

Article 4. Prices

1. All prices are in euro's, inclusive of VAT and exclusive of any other costs such as travel-, shipping-, or transport expenses, levies, administration costs unless expressly stated otherwise in written by DWC.
2. DWC is entitled to adjust all prices for the products at any time.
3. DWC may proceed to price increases in the event of increases in the cost prices of the products or parts thereof, which DWC could not foresee at the time of the offer or conclusion of the Agreement.
4. An Agreement can be terminate by the Consumer in the event of a price increase as referred in par. 3., except the increase as a result of statutory regulation.

Article 5: Payment

1. Payment must be made prior to delivery, into an account to be indicated by DWC, unless otherwise agreed.
2. Payment by instalments can only be agreed between the parties in writing.
3. Payment terms are considered as fatal payments terms. If the Customer has not fulfilled his payment obligations on time, he is legally in default. DWC shall be entitled to suspend the fulfilment of the delivery obligations until payment has been made or proper security has been provided.
4. The same applies even before the moment of being in default if DWC has a reasonable suspicion that there are reasons to doubt the Customer's creditworthiness.

5. Payments made by the Customer shall always serve to settle all interest and costs owed and shall subsequently serve to settle due and payable invoices that have been outstanding the longest, unless the Customer explicitly states in writing upon payment that the payment relates to a later invoice.
6. Regardless of whether DWC has carried out the agreed performance in full, everything that the Customer owes or shall owe to it pursuant to the Agreement shall be immediately due and payable as:
 - a. a payment term has been exceeded;
 - b. the bankruptcy or suspension of payment of Customer has been applied for;
 - c. goods or claims of the Customer are seized;
 - d. the Customer is dissolved or liquidated.
7. At the discretion of DWC, in previous or similar circumstances, without further notice of default or judicial intervention, the Agreement may be dissolved in whole or in part, whether or not combined with a claim for compensation.
8. If the Customer has, or will have, one or more counterclaims against the User, for whatever reason, the Customer waives the right of settlement and the right to suspension. The aforesaid waiver of the right of settlement and the right to suspension shall also apply if the Customer applies for (provisional) suspension of payment or is declared bankrupt. This provision does not apply to Consumers.
9. If payment has not been made within the agreed term of payment, the Customer shall immediately owe statutory interest to DWC. In accordance with the provisions of the previous paragraph, if payment has not taken place within the agreed term of payment, the Customer shall owe DWC all extrajudicial costs with a minimum of € 50. The costs shall be calculated on the basis of the Extrajudicial Collection Costs (Standards) Act (Wet Normering Buitengerechtelijke Incassokosten).

Article 6: Retention of title

1. DWC shall retain ownership of all goods delivered and to be delivered until such time as the Customer has fulfilled all its payment obligations to DWC arising from any Agreement whatsoever. These payment obligations consist of: payment of the purchase price, increased by claims relating to work carried out in connection with the delivery; as well as claims relating to (possible) compensation for failure to fulfil obligations on the part of the Customer.
2. DWC is entitled to invoke the retention of title or the right of recovery of goods with regard to the unpaid products delivered to the Customer as soon as the Customer is in default.
3. The Customer must immediately return the products concerned to DWC as soon as the Customer has been informed of the claimed retention of title or the right of recovery of goods, unless agreed otherwise in written.
4. The Customer shall be obliged to compensate all costs for the collection or return of the products.
5. DWC is never liable for any damages suffered by the Customer as a result of using the right of retention of title or the right of recovery.

Article 7: Right of retention

DWC is entitled to invoke the right of retention to the products as soon as the Customer is in default with regard to an obligation arising from the Agreement.

Article 8. Right of withdrawal

1. The Consumer may, without any reason, cancel an online purchase of the product under the following conditions:
 - During a cooling-off period of 30 days;
 - The product has not been used;
 - The product can not spoil quickly (e.g. food or flowers);
 - The original packaging is intact as much as possible;
 - DWC has not marked the product as a product that cannot be returned for hygienic reasons (e.g. underwear, swimwear etc.);
 - The product is not adapted to special needs of the Consumer or specially tailored for the Consumer;
 - the purchase does not concern an (assignment to) urgent repair;
 - the Consumer has not renounced the right of withdrawal for some reason.
2. The period of 30 days as referred to in par. 1 commences as soon as the Consumer has received the last product or part of 1 order. The Consumer must return the product to DWC within 14 days after the notification of the right of withdrawal. Otherwise the right of withdrawal will lapse.
3. The right of withdrawal can be notified by the Consumer via shop@dontwasteculture.com and by applying for a return via:

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<https://www.dontwasteculture.com/a/returns>. A withdrawal form and further instructions will be sent to the Consumer via e-mail.

Article 9. Reimbursement of delivery costs

1. DWC will refund the purchase costs and shipping costs to the Consumer if these costs are eligible for reimbursement according to the law, unless the Consumer has not returned the product to DWC in time. DWC will not refund return costs (by right of withdrawal).
2. Reimbursement of costs as referred to in par. 1 only takes place if the complete order is returned.

Article 10. Delivery and delivery period

1. Delivery takes place while stocks last.
2. Specified periods within which the products must be delivered can never be regarded as final deadline, unless the parties have expressly agreed otherwise in writing. If DWC fails to fulfil his obligations under the contract or fails to fulfil them on time, he must therefore be given notice of default in writing before the Customer is entitled to compensation or has the right to terminate the contract.
3. In the case of partial deliveries, each delivery or phase shall be regarded as a separate transaction and may be invoiced by DWC on a transaction-by-transaction basis.
4. Delivery takes place at the address stated by the Customer on the order. The risk relating to the delivered products shall pass to the customer at the moment of delivery at the address stated by the Customer on the order, or the products are in the power of the Customer or of a third party who receives the product for the benefit of the Customer.
5. The Customer cannot object to late delivery by DWC in the event of late payment.
6. The delivery period starts after a fully completed order and after the Customer has received a confirmation of this order from DWC.
7. The Customer must ensure that the actual delivery of the products can take place in time.
8. Transport costs are on behalf of the Customer, unless parties have agreed upon otherwise.
9. DWC accepts only liability for damage as the result of opened or damaged package of a delivered product if the Customer can submit a note drawn up by the forwarder or delivery person before receiving the product.

Article 11. Warranty

1. Only the legal guarantee is binding on DWC.
2. The warranty only applies to defects or damages by faulty manufacture, construction or material.
3. The warranty does not cover normal wear and tear and damage caused by accidents, changes to the product, negligence or abnormal use by the Customer.

Article 12. Exchange

Products can be exchanged within 30 days under the following conditions:

- upon presentation of the original invoice;
- the product has not been used;
- the product is returned in the original packaging;
- the original (price)tags are still attached to the product;
- the product does not concern a discounted item, non-shelf article or custom made or specially adapted item.

Article 13. Complaints and returns

1. The Customer is obliged to inspect the products immediately upon receipt. If the Customer observes visible defects, faults, imperfections and/or omissions, this must be noted on the waybill or the accompanying note and immediately notified to DWC, or the Customer must inform DWC of this within 24 hours after receipt of the goods, followed by an immediate written confirmation to DWC.
2. Other complaints must be reported to DWC by registered letter within 14 days after receipt of the goods, or within 14 days after the Customer has been able to reasonably discover the defect.
3. If the aforementioned complaints have not been made known to DWC within the periods referred to therein, the goods shall be deemed to have been received in good condition.
4. With regard to imperfections in natural products, no complaints can be made if these imperfections are related to the nature and properties of the raw material(s) from which the product is made. This is at the discretion of DWC.
5. Claims do not suspend the payment obligation of the Customer and never constitute a ground for settlement for the Customer.

6. DWC must be given the opportunity to investigate the complaint. If return shipment proves necessary for the investigation of the complaint, this will only take place at the expense and risk of DWC if DWC has given its express prior written consent.
7. In all cases the return shall take place in a manner to be determined by DWC and in the original packaging or container. Returns shall be at the expense and risk of the Customer, unless DWC declares the complaint well-founded.
8. If, after delivery, the nature and/or composition of the goods have changed, have been wholly or partly processed, damaged or repackaged, any right to complain lapses.
9. In the event of justified complaints, the damage shall be settled in accordance with the provisions of these general terms and conditions.

Article 14. Force majeure

1. In the event that DWC is temporarily prevented from fulfilling its contractual obligations towards the Customer and this is due to a non-attributable shortcoming on the part of DWC, and/or on the part of a third party/supplier engaged by DWC or in the event that an important reason arises on the part of DWC, DWC shall be entitled to dissolve the Agreement, or to suspend the fulfilment of its obligations for a reasonable period to be determined by DWC, without being obliged to pay any compensation.
2. Force majeure shall be understood – but not limited – to include the circumstance that suppliers of DWC or transporters engaged by DWC fail to meet their obligations or fail to do so on time, irrespective of the cause, weather conditions, earthquakes, epidemics, virus outbreaks and pandemics, fire, power failure, loss, theft or loss of tools or materials, road blockades, strikes or work stoppages, government measures and import or trade restrictions. A situation of force majeure also exists if, as a result of one of the aforementioned circumstances, the production of DWC's company comes to a standstill to a large extent.
3. User shall no longer be entitled to suspend performance if the temporary impossibility of performance has lasted for more than 1 month. The Customer and DWC may terminate the Agreement with immediate effect after this period has expired, but only for that part of the obligations that have not yet been fulfilled.
4. If there is force majeure and compliance is or becomes permanently impossible, both parties are entitled to terminate the Agreement with immediate effect for that part of the obligations that have not yet been fulfilled.
5. The parties are not entitled to compensation for the damage suffered or to be suffered as a result of the suspension or termination within the meaning of this article.

Article 15. Intellectual Property Rights

1. Unless otherwise agreed in writing, DWC retains the copyrights and all industrial property rights to the offers made, designs provided and products supplied by him.
2. For each violation of this provision, the Customer shall owe User an immediately payable penalty of € 25.000,-- . This fine can be claimed in addition to compensation under the law.

Article 16. Termination of the Agreement

1. DWC may dissolve, terminate or suspend the Agreement - whole or partially - without notice of default in the event of:
 - (application for) bankruptcy, suspension of payment or legal debt rescheduling of the Customer;
 - improper or late fulfillment by the Customer of any obligation arising from the Agreement.
2. In the event of dissolution, termination or suspension of the Agreement, due to a situation as referred to in paragraph 1, DWC shall never be obliged to pay compensation, without prejudice to all rights accruing to DWC. Furthermore, all claims of DWC against the Customer become immediately and fully due and payable.

Article 17. Samples/models

The Customer cannot derive any rights from a sample or model of a product, he has received. The sample or model is only an indication of the nature of the product, unless parties have explicitly agreed that the products be supplied conform to the sample or model.

Article 18. Privacy

User processes any personal data provided in accordance with the legal requirements and in a proper and careful manner, as laid down in his Privacy Policy.

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Article 19: Amendment clause

1. User reserves the right to amend these terms and conditions unilaterally and without the consent of the Customer. The amendments shall take effect as soon as they have been notified to the Customer, unless DWC notifies the Customer of a later effective date.
2. Consumers are entitled to cancel the Agreement in the event of a substantial change of the general terms and conditions.

Article 20: Applicable law and choice of forum

1. The Agreement concluded between DWC and the Customer shall be governed exclusively by Dutch law. Any disputes arising from this Agreement shall also be settled under Dutch law.
2. Any disputes shall be settled exclusively by the competent Dutch court of the District Court of Gelderland, located Zutphen, unless another court is competent to hear the dispute on the basis of mandatory rules of law.
3. Vienna Convention on Contracts for the International Sale of Goods is expressly declared inapplicable, as is any other international regulation of which exclusion is permitted.