

## General Terms and Conditions

### ***Introduction***

These are our General Terms and Conditions. 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 later.

### ***Definitions***

Rozendonk V.O.F.: based in Beusichem, The Netherlands and registered with the Chamber of Commerce under file number 67472109, trading as Rozendonk V.O.F.

Website: The Website of Rozendonk V.O.F. to be found on [www.olddutchtiles.com](http://www.olddutchtiles.com) and all of its subdomains.

Client: The natural person or corporation acting in the performance of a profession or business who enters into an agreement with Rozendonk V.O.F. and/or is registered on the Website.

Agreement: any arrangement or agreement between Rozendonk V.O.F. and the Client of which the General Terms and Conditions are an integral part.

General Terms and Conditions: these General Terms and Conditions.

### ***Applicability of the General Terms and Conditions***

The General Terms and Conditions apply to all offers, agreements and deliveries of Rozendonk V.O.F., unless explicitly agreed otherwise in writing.

If the Client 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 Rozendonk V.O.F. if and in so far as Rozendonk V.O.F. has accepted them in writing.

In cases where specific product or service-related terms and conditions apply in addition to these general terms and conditions, Client can always invoke the applicable condition that is most favorable to him in the event of incompatible general terms and conditions.

### ***Prices and information***

All prices posted on the Website and in other materials originating from Rozendonk V.O.F. include taxes and other levies imposed by the government, unless stated otherwise on the website.

If shipping costs are charged, these will be clearly stated in good time before the contract is concluded. These costs will also be displayed separately in the ordering process.

The content of the Website is composed with the greatest care. Rozendonk V.O.F. 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 Rozendonk V.O.F. are subject to obvious programming and typing errors.

Rozendonk V.O.F. cannot be held responsible for deviations in colour that result from the quality of the colours displayed on the screen.

### ***Conclusion of the Agreement***

The Agreement will be deemed to be concluded at the moment the Client accepts the offer of Rozendonk V.O.F. subject to the conditions laid down by Rozendonk V.O.F.

If the Client has accepted the offer by electronic means, Rozendonk V.O.F. will confirm receipt of acceptance of the offer by electronic means without delay. Until such receipt of acceptance is confirmed, the Client will have the possibility to dissolve the Agreement.

If it is found that, in accepting or otherwise entering into the Agreement, the Client has provided incorrect data, Rozendonk V.O.F. will have the right demand fulfilment of the Client's obligations until the correct data is received.

### ***Registration***

To make optimum use of the Website, the Client can register using the registration form/the account sign-in option on the Website.

During the registration process, the Client will be asked to choose a username and password with which he can log on to the Website. The Client alone is responsible for choosing a sufficiently reliable password.

The Client must keep its login credentials, username and password strictly confidential. Rozendonk V.O.F. cannot be held liable for any misuse of the login credentials and is always entitled to assume that the Client who logs on to the Website is the party that it professes to be. The Client is responsible for and bears the full risk of any and all actions and transactions performed via the Client's account.

If the Client knows or has reason to suspect that its login details have become available to unauthorized parties, it will be required to change its password as soon as possible and/or to notify Rozendonk V.O.F. accordingly so as to allow Rozendonk V.O.F. to take appropriate measures.

### ***Execution of the Agreement***

As soon as Rozendonk V.O.F. has received the order, it will send the products to the Client without delay and with due regard for the provisions of paragraph 3 of this article.

Rozendonk V.O.F. is authorized to engage third parties in the fulfilment of its obligations under the Agreement.

In principle, the delivery term is 3-6 weeks. Delivery may be affected in various ways, at the discretion of Rozendonk V.O.F.

If Rozendonk V.O.F. is unable to deliver the products within the agreed term, it will notify the Client accordingly. In that case the Client can decide either to agree to a new delivery date or to dissolve the Agreement without incurring any costs.

Rozendonk V.O.F. advises the Client 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.

The risks associated with the products will transfer to the Client as soon as the products are delivered at the agreed delivery address.

If the ordered product can no longer be supplied, Rozendonk V.O.F. is entitled to deliver a product which is comparable in nature and quality to the ordered product. In that case, the Client will have the right to dissolve the Agreement without incurring any costs and to return the product free of charge.

### ***Right of withdrawal/return***

The Client will have the right to dissolve the distance Agreement with Rozendonk V.O.F. within 14 calendar days after receiving the product, free of charge and without stating reasons. The commences on the day after the product was received by the consumer, or a third party designated by the consumer, who is not the transporting party, or:

- if the delivery of a product involves different deliveries or parts: the day on which the Client, or a third party designated by the Client, received the last delivery or the last part;
- with contracts for the regular delivery of products during a given period: the day on which the Client, or a third party designated by the Client, received the last product;
- if the Client has ordered several products: the day on which the Client, or a third party designated by the Client, received the last product.

Only the direct costs incurred for the return shipment are for the Client's account. This means that the Client will have to pay the costs of returning the product. Any shipping costs paid by the Client and the purchase price paid for the product will be refunded to the Client if the entire order is returned.

During the withdrawal period referred to in paragraph 1 above, the Client will treat the product and its packaging with the utmost care. The Client may not open the packaging or use the product unless this is necessary to determine the nature of the products, their features and their operation.

The Client is only liable for the product's devaluation that is a consequence of his handling the product other than as permitted in.

The Client can dissolve the Agreement in accordance with paragraph 1 of this article by reporting the withdrawal (digital or in other form) to Rozendonk V.O.F., within the withdrawal period, by means of the model form for right of withdrawal or in some other unequivocal way.

If Rozendonk V.O.F. makes it possible for the Client to declare his withdrawal via electronic/digital means, then after receiving such a declaration, Rozendonk V.O.F. sends immediate confirmation of receipt. As quickly as possible, but no later than 14 days after the day of reporting as referred to in paragraph 1, the Client shall return the product, or hand it over to (a representative of) Rozendonk V.O.F.

The Client can send the product directly to Rozendonk V.O.F. without a notice of withdrawal in advance within the period as mentioned in paragraph 1 Client must in this case, include a written notice of withdrawal, such as the model form.

Products can be returned to the following address:

Rozendonk V.O.F.  
Ganssteeg 4a  
4112 NN, Beusichem  
The Netherlands

Any amounts already paid by the Client (in advance) will be refunded to the Client as soon as possible, and in any case within 14 days after dissolution of the Agreement. If the Client chose an expensive method of delivery in preference to the cheapest standard delivery, Rozendonk V.O.F. does not have to refund the additional costs of the more expensive method.

Except in cases in which Rozendonk V.O.F. has offered to retrieve the product himself, he can postpone refunding until he has received the product or until the Client proves he has returned the product, depending on which occurs earlier.

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.

The right of withdrawal does not apply to:

1. Products that Rozendonk V.O.F. has created in accordance with the consumer's specifications;
2. Products that are perishable or subject to obsolescence.

### ***Payment***

The Client shall pay the amounts due to Rozendonk V.O.F. in accordance with the ordering procedure and any payment methods indicated on the Website. Rozendonk V.O.F. is free to offer any payment method of its choice and may change these methods at any time.

### ***Warranties and conformity***

This article only applies if the Client is not acting in a professional or commercial capacity. If, notwithstanding the latter provision, Rozendonk V.O.F. provides a separate guarantee on the products, this applies to all types of Clients.

Rozendonk V.O.F. warrants that the products satisfy the Agreement, the specifications laid down in the offer, the reasonable requirements of soundness and/or usability and the statutory provisions and/or government regulations that are in force on the date the Agreement is signed. If specifically agreed, Rozendonk V.O.F. will also warrant that the product is suitable for purposes other than its normal use.

Rozendonk V.O.F. offers a Packing tiles same, broken tiles are not refunded warranty on all purchases. Warranties offered will not affect the statutory rights and claims which the Client already has and may invoke by virtue of the Agreement.

If the delivered product fails to satisfy the Agreement, the Client can notify Rozendonk V.O.F. accordingly within a reasonable period after discovering the defect.

If Rozendonk V.O.F. deems the complaint to be well-founded, the products concerned will be repaired, replaced or refunded in consultation with the Client. In accordance to the Article concerning liability, the refund cannot exceed the price paid for the product by the Client.

#### ***Complaints handling procedure***

If the Client has any grievances in connection with a product (in accordance with the article on warranties and conformity) and/or about other aspects of Rozendonk V.O.F. 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.

Rozendonk V.O.F. will respond to the complaint as soon as possible, and in any case within 1 week days after having received it. If it is not yet possible for Rozendonk V.O.F. to formulate a substantive reaction to the complaint by that time, Rozendonk V.O.F. will confirm receipt of the complaint within 1 week 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 the Client's complaint.

#### ***Liability***

This Article only applies if the Client is a natural person or a legal entity who is acting in a professional or commercial capacity.

The total liability of Rozendonk V.O.F. in respect of the Client due to an attributable failure to perform the Agreement is limited to compensation not exceeding the price stipulated for that particular Agreement (including VAT).

The liability of Rozendonk V.O.F. in respect of the Client 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.

Aside from the cases referred to in the two previous paragraphs of this Article, Rozendonk V.O.F. is not subject to any liability at all in respect of the Client 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 Rozendonk V.O.F.

Rozendonk V.O.F. will only be liable to the Client on account of an attributable failure in the performance of an agreement if the Client issues a proper notice of default to Rozendonk V.O.F. without delay stipulating a reasonable period of time in which to remedy the failure, and Rozendonk V.O.F. 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 Rozendonk V.O.F. to provide an adequate response.

Any event giving right to compensation is always subject to the condition that the Client reports the damage or loss in writing to Rozendonk V.O.F. as soon as possible, but no later than within 30 days after the damage or loss has arisen.

In the event of force majeure Rozendonk V.O.F. is not liable to pay compensation for any damage or loss the Client has incurred as a result.

#### ***Retention of title***

As long as the Client has not made any full payment on the total amount agreed Rozendonk V.O.F. will retain ownership of all the goods delivered.

#### ***Personal details***

Rozendonk V.O.F. will process the Client's personal details in accordance with the privacy statement published on the Website.

***Final provisions***

This agreement is governed by the laws of the country of establishment of the webshop.

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 Rozendonk V.O.F. has its registered office.

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.

The term 'written' in these General Terms and Conditions also refers to communication by email, 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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