

## 1. DEFINITIONS

### 1.1. Definitions

In these terms and conditions the following terms have the following meanings:

1. **Entrepreneur:** the natural or legal person who offers products and / or services (remotely) to consumers and / or to other parties;
2. **Consumer:** the buyer, a natural person who does not act on the behalf of a profession or a company;
3. **Other Party:** the buyer who acts on the behalf of a profession or a company;
4. **Parties:** the entrepreneur and consumer and other party together;
5. **Distance contract:** an agreement whereby, within the framework of a system for the distance selling of products and / or services organized by the entrepreneur, up to and including the conclusion of the contract, use is exclusively made of one or more techniques for distance communication;
6. **Technique for distance communication:** means that can be used to conclude an agreement, without the consumer and entrepreneur coming together in the same room at the same time;
7. **Cooling-off period:** the period within which the consumer can exercise his right of withdrawal;
8. **Right of withdrawal:** the possibility for the consumer to withdraw from the distance contract within the cooling-off period
9. **Goods:** the vases, crockery and other items rented by the consumer and the other party, as agreed in writing with the consumer and the other party.
10. **Rental period:** in relation to the goods a period of 1 to 4 days from the date the goods are delivered; or the period confirmed by us in writing.
11. **Good condition:** the goods are intact, without cracks or broken pieces.

### 1.2. Identity of the Entrepreneur

Meester in Bloemen Karin Looijesteijn, doing business under the name: Karin Looijesteijn. Business address: Kerkstraat 408 H, 1017 JC Amsterdam.  
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## 2. APPLICABILITY

- 2.1. These general terms and conditions apply to any offer from the entrepreneur and to any distance contract concluded between the entrepreneur, consumer and / or other party.
- 2.2. Before the distance contract is concluded, the text of these general terms and conditions will be made available to the consumer and / or other party. If this is not reasonably possible, before the distance contract is concluded, it will be indicated that the general terms and conditions can be viewed by the entrepreneur and that they will be sent free of charge at the request of the consumer and / or other party.
- 2.3. These conditions apply to all offers and / or to all agreements entered into or entered into by third parties with the entrepreneur. Disclosure may be made, inter alia, by making a copy of these Conditions available to the consumer and / or the other party in advance. Unless otherwise agreed in writing, the Conditions announced under 2.1. are deemed to have been accepted by the Parties involved.
- 2.4. Deviating provisions must be expressly agreed in writing and, insofar as they do not replace the provisions of these conditions, are deemed to supplement these conditions.
- 2.5. The general delivery, payment and purchase conditions of the other party do not apply to offers from and with the entrepreneur.
- 2.6. The invalidity of one or more provisions in these general terms and conditions does not affect the validity of all other provisions.
- 2.7. If a provision in these general terms and conditions proves to be invalid or unreasonably onerous for any reason, the parties will be deemed to have agreed on a valid replacement provision, which approximates the invalid or unreasonably onerous provision as far as possible, or as far as possible the intention of the invalid or unreasonably onerous provision.

### **3. THE OFFER**

- 3.1. If an offer has a limited period of validity or is made subject to conditions, this will be explicitly stated in the offer.
- 3.2. The offer contains a complete and accurate description of the products and / or services offered. The description is sufficiently detailed to allow a proper assessment of the offer by the consumer and / or the other party. If the entrepreneur uses images, these are not an exact representation of the products and / or services offered. Obvious mistakes or errors in the offer do not bind the entrepreneur.
- 3.3. Each offer contains such information that it is clear to the consumer and / or the other party what rights and obligations are attached to the acceptance of the offer. This concerns in particular:
  - any delivery costs;
  - the way in which the agreement will be concluded and which actions are required for this;
  - whether or not to apply the right of withdrawal;
  - the method of payment, delivery or implementation of the agreement;
  - the period for accepting the offer, or the period for adhering to the price;

### **4. AGREEMENT**

#### **4.1. The Agreement**

1. The agreement is concluded at the time of acceptance by the consumer and / or the other party of the offer and compliance with the corresponding conditions.
2. If the consumer and / or the other party has accepted the offer electronically, the entrepreneur will immediately electronically confirm receipt of the acceptance of the offer. As long as the receipt of this acceptance has not been confirmed, the consumer and / or the other party can terminate the agreement.
3. If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to protect the electronic transfer of data and he will ensure a safe web environment. If the consumer and / or the other party can pay electronically, the entrepreneur will observe appropriate security measures.
4. The entrepreneur can - within legal frameworks - inform whether the consumer and / or the other party 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, on the basis of this investigation, the entrepreneur has good reasons not to enter into the agreement, he is entitled to refuse an order or request, stating reasons, or to attach special conditions to the execution.

#### **4.2. Prices**

All prices mentioned apply to the agreed offer, and are exclusive of transport costs, exclusive of VAT and other costs in whatever form.

#### **4.3. Deposits**

The consumer and / or the other party will be asked for a down payment. The above may also apply if goods are rented. The amount of the deposit is in accordance with the value of the rented and / or the delivered goods and services rendered. The deposit will be deducted from the total final amount. The amount of this deposit is agreed in writing.

### **5. RIGHT OF WITHDRAWAL**

#### **5.1. Right of withdrawal upon delivery of products**

1. When purchasing products other than fresh products, the consumer has the option to dissolve the contract without giving any reason during 14 days. This period commences on the day after receipt of the product by or on behalf of the consumer.
2. During this period, the consumer will handle the product and packaging with care. He will only unpack 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 accessories supplied in the original condition and packaging to the entrepreneur, in accordance with the reasonable and clear instructions provided by the entrepreneur.

#### **5.2. Control upon delivery by entrepreneur**

Before delivery, the entrepreneur will check whether the goods rented to the consumer and / or other party are guaranteed in good condition. When receiving the goods, the consumer and / or other party must check for any shortcomings or defects. These must be reported to the entrepreneur immediately, or at least within 2 hours. Entrepreneur will strive to find a solution immediately.

### **5.3.Costs in case of withdrawal**

1. If the consumer makes use of his right of withdrawal, at most the costs of return will be for his account.
2. If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible, but no later than 14 days after the return or cancellation.

### **5.4.Exclusion of right of withdrawal**

Exclusion of the right of withdrawal is only possible for products:

1. that have been created by the entrepreneur in accordance with the consumer's specifications;
2. which by their nature cannot be returned;
3. that can spoil or age quickly

## **6. RENTED PRODUCTS**

### **6.1.Good tenancy**

The consumer and / or the other party must protect the rented goods against moisture and weather influences. Damage due to moisture is therefore at the expense of the consumer and / or the other party. The consumer and / or other party will make every effort to store and use the rented goods safely, and to protect them against wear and other wear and tear. The consumer and / or other party is forbidden to repair the rented goods in whole or in part, or the rented goods by unqualified staff to use. The consumer and / or other party will immediately inform the entrepreneur of loss, theft or damage to the goods, at least prior to the return transport.

### **6.2.Loss, damage, theft of goods**

The consumer and / or other party is liable for loss, theft, damage or other loss of the goods during the entire rental period and will have to reimburse the rented object, parts or accessories at replacement value (including administration costs). In the event of damage to larger items or multiple items, the consumer and / or the other party will send a photo when reporting the damage. For lost goods, which are later found and returned by the consumer and / or the other party, the consumer and / or the other party pays the rent due, less the replacement value already charged.

### **6.3.Loss, damage, theft crates and packaging material**

The crates in which the rented goods are delivered, including packaging material, are the property of the entrepreneur and will be kept at all times by the consumer and / or the other party. The consumer and / or other party is liable for the loss, theft or damage or otherwise being lost of these crates and will reimburse these crates for replacement value.

### **6.4.Rented products for return**

The goods are collected by the entrepreneur on the last day of the rental period, unless agreed otherwise. The consumer and / or other party must ensure that everything is sorted and neatly packed as it was received from the entrepreneur. Use as much packaging material as possible for this.

### **6.5.Check on return by entrepreneur**

After returning the rented goods to the entrepreneur, these are checked in the workshop for completeness and good condition. If desired, the consumer and / or the other party can be present. This count and assessment are binding. The pick-up of the goods by the entrepreneur cannot be regarded as such a check.

### **6.6.Re-rental**

The consumer and / or other party may not give the rented goods to third parties without prior written permission from the entrepreneur or otherwise.

## **7. WARRANTIES**

### **7.1.Compliance and Warranty**

1. The entrepreneur guarantees that the products and / or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of reliability and / or usability and the legal provisions existing on the date of the conclusion of the agreement and / or government regulations.
2. An arrangement offered by the entrepreneur, manufacturer or importer as a guarantee does not affect the rights and claims that the consumer and / or the other party can assert against the entrepreneur with regard to a shortcoming in the fulfillment of the obligations of the entrepreneur, of the law and / or the distance contract.

### **7.2.Plants and flowers**

The care of plants and flowers is explained when they are delivered. If there are problems with the plants within two weeks, the entrepreneur will try to solve the problem free of charge by means of: advice, a visit or replacement of the product. After these two weeks, the costs are at the expense of the consumer and / or the other party. A period of one week applies to flowers.

### **7.3.Other products**

Warrantied to the delivery door.

### **7.4.Visible defects**

Complaints regarding visible defects in delivered products must be reported to the entrepreneur immediately after discovery or in any case within 24 hours of receipt, by e-mail or by telephone.

## **8. LIABILITY**

- 8.1.Regardless of the legal basis of the claim of the consumer / other party, the entrepreneur accepts no liability for consequential damage such as - but not limited to - damage to goods of the consumer / other party and damage as a result of liability towards third parties.
- 8.2.The other party / consumer must take all measures that are necessary to prevent or limit the damage.
- 8.3.If the entrepreneur is liable for damage suffered by the other party / consumer, the entrepreneur's compensation obligation is always limited to a maximum of the amount that will be paid out by its insurance in the relevant case.
- 8.4.If the insurance does not pay or the damage does not fall under an insurance policy taken out by the entrepreneur, the entrepreneur's obligation to pay compensation is limited to a maximum of the invoice amount for the goods delivered and / or the work performed and / or the services provided.

## **9. CANCELLATION**

If (part of) an order placed by the consumer and / or other party is canceled, the consumer and / or other party will owe costs. Up to 2 days before delivery 50% of the total agreed offer amount minus the down payment made. For this, only the hours worked regarding the assignment will be charged.

## **10.PRICE**

- 10.1.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 as a result of changes in VAT rates.
- 10.2.The prices stated in the offer of products or services are exclusive of VAT.

## **11.DELIVERY AND EXECUTION**

- 11.1.The entrepreneur will take the greatest possible care when receiving and implementing orders for products and when assessing applications for the provision of services.
- 11.2.The place of delivery is the address that the consumer and / or the other party has made known to the entrepreneur.
- 11.3.If delivery is delayed, or if an order cannot or only partially be executed, the consumer and / or the other party will be notified of this no later than fourteen days after he has placed the order. In that case, the consumer and / or other party has the right to dissolve the agreement without costs.

- 11.4. In case of dissolution, the entrepreneur will refund the amount that the consumer and / or other party has paid as soon as possible, but no later than 14 days after dissolution.
- 11.5. If delivery of an ordered product proves to be impossible, the entrepreneur will endeavor to make a replacement article available. If the foregoing occurs, it will be stated in a clear and comprehensible manner that a replacement item is being delivered.
- 11.6. The risk of damage and / or loss of products rests with the entrepreneur until delivery to the consumer and / or other party, unless expressly agreed otherwise.

## **12. PAYMENT**

### **12.1. Payment**

Unless agreed later, the amounts owed by the consumer and / or the other party must be paid within fourteen days after delivery of the good or, in the case of an agreement to provide a service, within 14 days after the provision of the relevant service.

### **12.2. Orders by electronic means**

Orders by electronic means can be paid as follows: iDEAL, credit card and bank transfer.

### **12.3. Deposit**

When selling products to consumers / other party, an advance payment of 50% is stipulated. When prepayment has been stipulated, the consumer / other party cannot assert any rights with regard to the execution of the order or service (s) concerned before the stipulated prepayment has taken place. The consumer / other party has the duty to report inaccuracies in provided or stated payment details to the entrepreneur without delay.

### **12.4. Interest and collection costs**

If, for whatever reason, any amount that the consumer / other party owes to the entrepreneur has not been paid on the due date, the statutory (commercial) interest is due on the outstanding amount from the due date.

In this case, the consumer / other party is also obliged, at the entrepreneur's first request, to provide security at its expense in the form and scope to be determined by the entrepreneur for its obligations to the entrepreneur. In addition, the entrepreneur is entitled to suspend or regard its obligations to perform towards the consumer / other party at its own discretion. If the entrepreneur, after non-payment by the consumer / other party of any amount owed by the latter to the entrepreneur after the due date, hands over the claim for collection or transfers the claim to a third party, the extrajudicial costs for the collection of the amount owed by the relevant consumer / other party, to be increased by the VAT to be paid thereon, to be borne by the consumer / other party, as well as all judicial costs, including costs for a possible bankruptcy petition, which the entrepreneur or the person to whom the relevant claim has been transferred, will be related to collection of the amount owed by the consumer / other party.

## **13. PROPERTY RESERVATION**

- 13.1. All goods sold or manufactured by the entrepreneur remain the property of the entrepreneur, as security for all obligations of the consumer / other party towards the entrepreneur, for whatever reason, until the consumer / other party have fulfilled these obligations.
- 13.2. The other party / consumer is not authorized to rent out, pledge or encumber in any other way the goods covered by the retention of title.
- 13.3. If third parties seize the goods delivered under retention of title or wish to establish or assert rights thereon, the other party / consumer is obliged to inform the entrepreneur as soon as can reasonably be expected.
- 13.4. The entrepreneur has the right, if the consumer / other party continues to neglect to fulfill the obligations towards the entrepreneur despite a summons, also in the event of bankruptcy or suspension of payment of the consumer / other party, the goods sold without notice of default or judicial intervention, to take in and to have them sold, in order to pay off the proceeds, with the obligation to pay the surplus to the consumer / other party.
- 13.5. The consumer / other party are obliged to make the same retention of title as stated in this article when reselling the goods delivered by the entrepreneur in the normal course of his business.

## **14.DISPUTES**

Only Dutch law applies to agreements between parties to which these general terms and conditions apply.

## **15.FORCE OF THE MAJORITY**

- 15.1.If due to force majeure, delivery is not possible in accordance with the agreement, the entrepreneur, the consumer and / or the other party must notify this as quickly as possible by post, email or telephone with written confirmation, without being obliged to pay any compensation.
- 15.2.Force majeure is understood to mean: any situation in which the entrepreneur cannot fulfill his obligations or a part thereof as a result of circumstances beyond the fault of the entrepreneur and which circumstances are also not required by law, a guarantee given by the entrepreneur or Dutch Common Law, to the entrepreneur can be attributed.
- 15.3.In the event of force majeure - if necessary after consultation with the consumer and / or the other party - the entrepreneur can terminate the agreement or suspend the delivery until the moment when the force majeure situation ceases to exist.
- 15.4.The agreed delivery times are extended by the period during which the entrepreneur is prevented from fulfilling its obligations, directly or indirectly, due to force majeure.
- 15.5.In any case, the following circumstances, among others, but not limited to, apply as force majeure: war, riot, mobilization, domestic and foreign disturbances, government measures, strikes within the organization of the entrepreneur and / or of the other party or the threat of such circumstances, disruption of the exchange rates existing at the time of entering into the agreement, business disruptions due to fire, burglary, sabotage, power failure, internet or telephone connections, natural phenomena, (natural) disasters, etc., as well as due to weather conditions, road blocks, accidents, imports and export obstructive measures, etc. arisen transport difficulties and delivery problems.
- 15.6.The circumstances mentioned in the companies of third parties from whom the entrepreneur wholly or partly obtains the necessary services, materials, etc. are also equated with force majeure.
- 15.7.If, in the event of suspension, the delivery is delayed by more than fourteen days, the consumer and / or the other party is authorized to notify the entrepreneur in writing of considering the purchase agreement as dissolved.

## **16.ADDITIONAL TERMS**

### **16.1.Modifications**

Entrepreneur reserves the right to make changes, improvements and / or changes to these terms and conditions at any time, without prior notification.

### **16.2.Adjustments - consumer**

Additional or deviating provisions from these general terms and conditions may not be to the detriment of the consumer and must be recorded in writing or in such a way that they can be stored by the consumer in an accessible manner on a durable data carrier.

## **17.PRIVACY**

The entrepreneur attaches great importance to careful and safe handling of privacy-sensitive information and respects the privacy of its customers at all times. Personal data, which are provided to the entrepreneur by the consumer / other party, are processed in accordance with the General Data Protection Regulation (GDPR).