

## Terms and conditions

### Article 1 Applicability

- 1.1 These Terms and Conditions apply to all offers of Maskarada and all our agreements with Maskarada. Insofar as these Terms and Conditions are not waived expressly and in writing by the parties.
- 1.2 If the customer refers to his or her conditions, those conditions do not apply unless expressly agreed in writing by Maskarada.
- 1.3 The conditions laid down in these Terms and Conditions may be waived only if expressly agreed in writing and in which case the other provisions of these Terms and Conditions remain operative.
- 1.4 Accepting an offer or placing an order implies that the customer accepts the applicability of these general Terms and Conditions.
- 1.5 A customer is every visitor to our website(s) , social media, Etsy shop and any natural person or legal entity who has a contractual relationship of any kind with Maskarada.
- 1.6 Maskarada reserves the right to modify or supplement these Terms and Conditions from time to time.
- 1.7 By using the website(s) of Maskarada and/or placing an order the customer accepts these Terms and any other rights and obligations as stated on the website.

### Article 2 Offers and Agreements

- 2.1 All offers Maskarada are free and subject to availability.
- 2.2 Maskarada expressly reserves the right to change prices, especially when necessary on the basis of (legal) regulations.
- 2.3 An agreement is concluded at the moment an order confirmation has been sent digitally to the client. The customer and Maskarada expressly agree that by making use of electronic communication constitute a valid contract is established once this confirmation has been sent to the customer. The electronic files of Maskarada apply to the extent as a presumption of evidence.
- 2.4 Information, images, communications by telephone or via e-mail, and information relating to all offers and the main characteristics of the products are displayed or given as accurately as possible. Maskarada does not guarantee that all offers and products with the information given is consistent. Deviations can not qualify for damages or rescission.

### Article 3 Prices and payments

- 3.1 All prices quoted by Maskarada are expressed in Euros, including VAT and excluding shipping and handling costs, unless otherwise stated or agreed in writing.
- 3.2 The height of the shipping and handling costs are stated on the website(s) and applies to shipping in the Netherlands. With respect to certain payment methods other conditions are valid with respect to the delivery method and associated costs. This will be clearly communicated to the customer.
- 3.3 Special offers are only valid for the period mentioned on the website(s) relating to this special offer.
- 3.4 Maskarada can not be held to its offers if the customer, in terms of reasonableness and fairness and in society prevailing views, ought to understand that the offer or any part thereof, contains an obvious mistake or error.
- 3.5 Offers do not apply automatically to reorders.
- 3.6 Orders through website(s) can be paid in the following ways:
  - payment in advance; customer pays the amount including shipping and handling to account NL30 RABO 03303 81 806 in the name of I. ten Broeke, stating the ordernumber and/or discription.
  - when item is picked up at Maskarada's workspace or at an exhibition or vending spot; customer pays the amount without shipping costs in cash or by using a mobile pin device to Maskarada.

### Article 4 Delivery

- 4.1 Maskarada has all items offered in stock, unless otherwise stated. However, it may happen sometimes that a particular item is no longer in stock. Hereby, the customer can not derive any rights.
  - Orders will be delivered as soon as possible:
  - When paying in advance Maskarada will send the ordered item(s) within three (3) business days after receipt of payment. This deadline does not apply to custom orders.The delivery times as stated above are indicative and never a deadline. Exceeding the delivery date, the customer is not entitled to compensation and the customer has neither the right to cancel the order or terminate the agreement. unless the delay in delivery time is way overdue that the customer can not reasonably be expected to maintain the agreement. The customer is then entitled to cancel the order or terminate the agreement if necessary.
- 4.2 Delivery takes place at the address provided during the formation of the agreement passed by the Buyer.
- 4.3 For deliveries to foreign countries different conditions may apply.
- 4.4 Shipping is done by DHL or PostNL.
  - All packages are traceable via [www.dhlforyou.nl](http://www.dhlforyou.nl) for DHL or [www.tracktrace.nl](http://www.tracktrace.nl) for PostNL.

### Article 5 Ownership

- 5.1 The ownership of the products will only pass to the customer when under the contract payment due is paid. The responsibility for the products made by Maskarada are transferred at the time they are offered to the shipping company. If the client fails to take receipt of the products, the resulting damages and costs are for his or her account. Any returns to Maskarada are at the expense of the customer and need to be accompanied by a written statement of reasons.
- 5.2 As long as products are in ownership of Maskarada, Maskarada remains the right to use them for promotional purpose such as exhibitions, photoshoots and so forth.

### Article 6 Returning

- 6.1 The customer is obliged to scrutinize the products upon delivery, whether the product(s) meet the agreement. The customer must take into account small size and color differences. If product(s) do not meet the agreement, the customer must notify Maskarada as soon as possible

and in any event within three (3) business days after delivery, in writing with photo and motivation.

6.2 If it is demonstrated that the product(s) does not meet the agreement, Maskarada may choose the products to be returned and exchanged for other product(s) or to refund the invoice value. This does not include shipping charges paid.

6.3 The cost of returning the goods are borne by the client.

## **Article 7 Guarantee and Liability**

7.1 Maskarada is never obliged to pay any compensation to the customer or others, unless there is intent or gross negligence on the part of Maskarada. Maskarada is never liable for consequential damages, indirect damages and profits or turnovers.

7.2 Maskarada If, for whatever reason, is obliged to compensate any damage or damages will not exceed an amount equal to the invoice value to the product or service which the damage was caused.

7.3 It is possible that Maskarada on its website links to other websites which may be interesting or informative for the visitor. Such links are purely informative. Maskarada is not responsible for the content of the website referred to or the use that can be made.

## **Article 8 Force majeure**

8.1 In case of force majeure Maskarada not obliged to fulfill its obligations to the customer or the obligation is suspended for the duration of the force majeure.

8.2 Force majeure includes any circumstance beyond its control, thus fulfilling its obligations fully or partially prevented to the Customer. Those circumstances include strikes, disease, fires, business disturbances, power failures, non or late delivery by suppliers or other third parties and the absence of any government issued license. Also, the force majeure include failures in (telecommunications) networks or connections or communication and or at any time not availability at the website(s).

## **Article 9 Intellectual Property**

9.1 The Customer acknowledges that all intellectual property rights of the information, graphics, communications or other expressions concerning the products and or concerning the internet site of Maskarada, its suppliers or other claimants.

9.2 Intellectual property rights include patents, copyrights, trademarks, design rights and other (intellectual property) rights, also including whether or not patentable technical and commercial know-how, methods and concepts.

9.3 It is prohibited to use, including making changes to the intellectual property rights as described in this article, such as duplication, without the express prior written consent of Maskarada, its suppliers or other claimants unless this is for private use in relation to the product itself.

## **Article 10 Personal data**

10.1 The data provided by the Customer will be treated confidentially by Maskarada and used for the following purposes:

- Processing the order, payment and delivery to the correct address
- Promote the usability of the site
- Can do of (personalized) offers and promotions or provide you relevant information or news

10.2 Maskarada will observe the applicable privacy rules and legislation.

10.3 Maskarada will not provide customer information to third parties.

## **Article 11 Applicable law and competent court**

11.1 All rights, obligations, offers, orders and agreements to which these General Conditions apply, including these Terms, are in accordance with Dutch law.

11.2 Any disputes shall be subject to the exclusive jurisdiction of the Dutch court.

## **Article 12 Miscellaneous**

12.1 Maskarada is a subsidiary of BIT Creative and registered with the Chamber of Commerce under no. 55580173. VAT registration number NL189194121B01. All our product prices are inclusive of VAT at 21%. No VAT is charged on postage.

12.2 Please send all correspondence to maskaradamaskers@gmail.com

12.3 If Maskarada has permitted deviations from these General Terms and Conditions for a short or longer period, whether or not tacitly, this shall not affect its right to demand immediate and strict compliance with these General Terms and Conditions. The Customer can never assert any right on the grounds that Maskarada applies these General Conditions smoothly.