

## Terms Sarto Fashion BV

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### Article 1 - Definitions

In these terms and conditions shall apply:

1. Withdrawal period: the period during which the consumer can exercise his right of withdrawal;
2. Consumer: the natural person not acting in the exercise of professional or business and a distance contract with the entrepreneur;
3. Day calendar;
4. Duration transaction: a distance contract concerning a range of products and / or services, the supply and / or purchase is spread over time;
5. Durable medium: any means that the consumer or business that enables information to him personally is directed to store in a way that future consultation and unaltered reproduction of the stored information.
6. Right of withdrawal: the ability for consumers within the waiting period to see the distance contract;
7. Entrepreneur: the natural or legal products and / or remote services to the consumer;
8. Distance contract means an agreement whereby part of the organized system for distance selling of products and / or services, to conclude the agreement exclusive use of one or more means of distance communication;
9. Technology for distance communication: means that can be used to conclude a contract, without the consumer and trader being in the same area have come together.

### Article 2 - Identity of the entrepreneur:

Sarto Fashion BV  
Notaris Stephanus Roesstraat 39  
6645 AG Winssen  
Phone: 0031-487521551  
E-mail: info@sartofashion.nl  
Chamber of Commerce number: 10031024

### Article 3 - Applicability

1. These general conditions apply to every offer of the entrepreneur and any agreement reached at a distance between entrepreneur and consumer.
2. Before concluding a distance contract, the text of these general conditions made available to the consumer. If this is not reasonably possible, before the distance contract is concluded, indicated that the general conditions for the entrepreneur to see and at the request of the consumer as quickly as possible without any charge.
3. If the distance contract is concluded electronically, then, contrary to the previous paragraph and before the distance contract is concluded, the text of these terms and conditions should be made available electronically to the consumer in such a way that the consumer in a simple way can be stored on a durable medium. If this is not reasonably possible, before the distance contract is concluded, indicated where the general conditions in electronic form can be taken and that at the request of the consumer electronically or otherwise without charge will be sent.
4. In the event that in addition to these terms and conditions specific product or service conditions apply, the second and third paragraphs shall apply and the consumer in case of conflicting terms always rely on the applicable provision for the most favorable.

### Article 4 - The offer

1. If an offer has a limited duration or subject to conditions, this will be explicitly mentioned in the offer.
2. The offer includes a complete and accurate description of the products . The description is sufficiently detailed to allow a proper assessment of the offer by the consumer as possible. If the contractor uses images these are a true representation of the products. Obvious mistakes or errors in the offer binding on the entrepreneur.
3. Each offer contains such information, that is clear to the consumer which rights and obligations, to the acceptance of the offer are attached. This concerns in particular:
  - o the price including taxes;
  - o any costs of delivery;
  - o how the agreement will be concluded and which actions this will require;
  - o whether or not to apply the right of withdrawal;
  - o the method of payment, delivery and performance of the contract;
  - o The deadline for accepting the offer.
  - o the level of the rate of distance communication if the cost of using the means of distance communication are calculated on a basis other than the regular fare for the means of communication;
  - o whether the agreement after the adoption is filed, and if so in what way these consumers to consult;
  - o the way the consumer, for the conclusion of the contract, by him under the contract data to check and repair if necessary;
  - o any other languages, including Dutch, the contract can be concluded;
  - o the conduct to which the trader is subject and the manner in which the consumer can conduct electronic consult and
  - o the minimum duration of the distance contract in the event of an extended transaction.

#### Article 5 - The contract

1. The agreement is subject to the provisions of paragraph 4, concluded at the time the consumer accepts the offer and meet the corresponding conditions.
2. If the consumer has accepted offer electronically, the trader will immediately confirm receipt of electronic acceptance of the offer. Until receipt of this acceptance has not been confirmed by the operator, the consumer may rescind the contract.
3. If the agreement is created electronically, the trader will take appropriate technical and organizational measures to protect the electronic transmission of data and ensure a secure web environment. If the consumer can pay electronically, the trader will take appropriate safety precautions.
4. The entrepreneur can - within the law - to inform consumers of its payment obligations, as well as all facts and factors that are important to a sound conclusion of the distance contract. If the operator under this investigation was justified in the agreement not to go, he is entitled to a reasoned order or request or to refuse to implement special conditions attached.
5. The entrepreneur will the product or service to the consumer the following information, in writing or in such a way that the consumer in an accessible manner can be stored on a durable medium, enclose:
  - a. the visiting address of the establishment of the operator where the consumer can lodge complaints;
  - b. the conditions and the manner in which the consumer of the right of withdrawal may be exercised, or a clear statement regarding the exclusion of the right of withdrawal;
  - c. information on guarantees and after-sales service;
  - d. in Article 4 paragraph 3 of these Terms and Conditions, unless the operator this information already provided to the consumer prior to the execution of the agreement;
  - e. the requirements for termination of the contract if the contract has a duration of more than one year or is indefinite.
6. In the event of an extended transaction is the provision in the preceding paragraph shall apply only to the first delivery.

#### Article 6 - Right of withdrawal

1. When purchasing products, the consumer can cancel the contract without giving any reason to cancel within 14 days. This period commences on the day following receipt of the product by the consumer or a previously designated by the consumer and the entrepreneur announced representative.
2. During the period the consumer will treat the product and packaging. He will be the product only to unpack or use as necessary to assess whether he would prefer to retain. If he exercises his right of withdrawal, he will be the product with all accessories and - if reasonably possible - in their original condition and packaging to the Entrepreneur in conformity with the Entrepreneur's reasonable and clear instructions.

#### Article 7 - Costs in case of withdrawal

1. If the consumer exercises his right of withdrawal, he will not exceed the cost of shipping for this order.
2. If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible but no later than 30 days after the return or cancellation.

#### Article 8 - Exclusion of right of withdrawal

Exclusion of the right of withdrawal is only possible for products which are purchased in the outlet shop.

#### Article 9 - The price

1. During the period mentioned in the offer prices of the products and have not increased, except for price changes resulting from changes in VAT rates.
2. Notwithstanding the preceding paragraph, the business products or services whose prices are subject to fluctuations in the financial market over which the trader has no influence, with variable prices. These fluctuations and the fact that any price targets, are stated in the offer.
3. Price increases within 3 months after the conclusion of the contract are only allowed if they are the result of statutory regulations or provisions.
4. Price increases from 3 months after the conclusion of the contract are only permitted if the trader has agreed and:
  - a. they are the result of statutory regulations or provisions, or
  - b. the consumer has the power to terminate as of the date the increase takes effect.
5. The supply of products or services mentioned prices include VAT.

#### Article 10 - Compliance and Warranty

1. The trader guarantees that the products and / or services meet the contract, the specifications stated in the offer, the reasonable requirements of reliability and / or usability and on the date of the conclusion of the agreement existing legal provisions and / or government regulations. If agreed, the entrepreneur also ensure that the product is suitable for other than normal use.
2. By the trader, manufacturer or importer does not affect the statutory rights and claims that the consumer under the contract against the employer may assert.

#### Article 11 - Delivery and implementation

1. It will be the greatest possible diligence in receiving and in the execution of orders for products.
2. The place of delivery is the address that the consumer Sarto Fashion has made known.
3. Subject to what is stated in Article 4 of these terms and conditions, will Sarto Fashion accepted orders expeditiously but within 30 days, unless a longer delivery has been agreed. If the delivery is delayed, or if an order is not or only partially carried out, the consumer receives them no later than 30 days after the order was placed. The consumer in this case the right to terminate the contract without penalty.
4. In case of dissolution in accordance with the preceding paragraph, the operator the amount that consumers paid as soon as possible but no later than 30 days after repudiation.
5. If delivery of an ordered product proves impossible, the trader will endeavor to provide a replacement item available. Before the delivery will be clear and comprehensible manner that a replacement item is delivered. For replacement items right of withdrawal can not be excluded. The costs of any returns will be borne by the entrepreneur.
6. The risk of damage and / or loss of products rests upon the trader up to the moment of delivery to the consumer or a pre-designated and the entrepreneur announced representative, unless otherwise expressly agreed.

#### Article 12 - Payment

1. Unless otherwise agreed, the amounts owed by the consumer should be met before the time of shipment.
2. The consumer has the duty to inaccuracies in the supplied or specified payment immediately to the entrepreneur.
3. In case of default by the consumer, the operator subject to legal restrictions, has the right to charge the consumer reasonable costs.

#### Article 13 - Complaints

1. The entrepreneur has a well-publicized complaints and resolve the complaint under the complaints procedure.
2. Complaints about the execution of the agreement should take place promptly, fully and clearly described and submitted to the entrepreneur, after the consumer has discovered the defects.
3. When the trader complaints within a period of 14 days from the date of receipt. If a complaint is a foreseeable longer processing time, then the trader within the period of 14 days responded with a message confirming receipt and indicating when the consumer can expect a more detailed answer.
4. If the complaint can not be resolved by mutual agreement creates a dispute that is subject to dispute.

#### Article 14 - Disputes

1. On agreements between the entrepreneur and the consumer of these general terms and conditions, is only leading leading the Dutch law.

#### Article 15 - Additional or different terms

Additional or different provisions of these terms should not disadvantage the consumer and should be recorded in writing or in such a way that the consumer in an accessible manner can be stored on a durable medium.