



Table of Contents

Article 1 - Definitions

Article 2 - Identity of the entrepreneur

Article 3 - Applicability

Article 4 - The offer

Article 5 - The agreement

Article 6 - Right of withdrawal

Article 7 - Obligations of the consumer during the reflection period

Article 8 - Exercise of the right of withdrawal by the consumer and costs thereof

Article 9 - Obligations of the entrepreneur at withdrawal

Article 10 - Exclusion of the right of withdrawal

Article 11 - The price

Article 12 - Performance and additional warranty

Article 13 - Delivery and execution

Article 14 - Duration transactions: duration, termination and renewal

Article 15 - Payment

Article 16 - Complaints

Article 17 - Disputes

Article 18 - Additional or different provisions

Article 1 - Definitions

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

1. Supplementary contract: a contract whereby the consumer acquires products, digital content and/or services in connection with a distance contract and these products, digital content and/or services are supplied by the trader or by a third party on the basis of an agreement between that third party and the trader;
2. Withdrawal period: the period within which the consumer can make use of his right of withdrawal;
3. Consumer: the natural person who is not acting for purposes related to his trade, business, craft or profession;
4. Day: calendar day;
5. Digital Content: data produced and delivered in digital form;
6. Contract for an indefinite period of time: a contract for the regular supply of goods, services and/or digital content for a specific period of time;
7. Durable medium: every tool - including e-mail - which enables the consumer or entrepreneur to store information which is addressed to him personally, in a way that allows future consultation or use during a period which is tailored to the purpose for which the information is intended, and which enables the unaltered reproduction of the stored information;
8. Right of withdrawal: the possibility of the consumer to waive the distance contract within the cooling-off period;
9. Entrepreneur: the natural or legal person who offers products, (access to) digital content and/or services to consumers from a distance;
10. Distance contract: an agreement that is concluded between the entrepreneur and the consumer within the framework of an organized system for distance selling of products, digital content and/or services, whereby until the conclusion of the agreement exclusive or partial use is made of one or more techniques for distance communication;
11. Model withdrawal form: the European model withdrawal form included in Annex I to these Terms and Conditions. Annex I does not have to be made available if the Consumer does not have a right of withdrawal with regard to his order;
12. Technique for distance communication: means that can be used for the conclusion of an agreement, without the consumer and entrepreneur having to be together in the same room at the same time.

Article 2 - Identity of the entrepreneur

Studio Xplo is the sole proprietorship of Jofke van Loon. Jofke® is a registered trademark and one of the trade names that fall under Studio Xplo.

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Article 3 - Applicability

1. These general conditions apply to any offer from the entrepreneur and any agreement reached at a distance between entrepreneur and consumer.
2. Before the remote agreement is concluded, the text of these general conditions will be made digitally available to the consumer.
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 general conditions may be made available to the consumer by electronic means in such a way that the consumer can easily store them on a durable data carrier. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general conditions can be consulted electronically and that they will be sent free of charge to the consumer, at his request, either electronically or in another way.
4. In case in addition to these general conditions also specific product or service conditions apply, the second and third paragraphs shall apply mutatis mutandis and the consumer in case of conflicting conditions always rely on the applicable provision that is most favorable to him.

Article 4 - The offer

1. The offer contains a complete and accurate description of the products, digital content and/or services offered. The description is sufficiently detailed to allow a good assessment of the offer by the consumer. If the entrepreneur uses images, these are a true reflection of the products, services and / or digital content offered. Obvious mistakes or obvious errors in the offer will not bind the entrepreneur.
2. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to accepting the offer.

Article 5 - The agreement

1. The contract is concluded, subject to that which is stipulated in paragraph 4, at the moment at which the consumer accepts the offer and the conditions thereby stipulated are fulfilled.
2. If the consumer has accepted the offer electronically, the trader will immediately confirm receipt of electronic acceptance of the offer. As long as the receipt of this acceptance has not been confirmed by the entrepreneur, the consumer may dissolve the contract.
3. If the agreement is created electronically, the entrepreneur will take appropriate technical and organizational measures to secure the electronic transmission of data and will ensure a secure web environment. If the consumer is able to pay electronically, the entrepreneur will observe appropriate security measures.
4. The entrepreneur may, within the limits of the law - inform whether the consumer can meet his payment obligations, as well as all those facts and factors which are

important for a responsible conclusion of the distance contract. If, on the basis of this investigation, the entrepreneur has good reason not to enter into the agreement, he is entitled to refuse an order or application or to attach special conditions to the implementation.

5. The entrepreneur will, at the latest upon delivery of the product, service or digital content 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, send:
 - a) the visiting address of the establishment of the entrepreneur where the consumer can go with complaints;
 - b) the conditions on which and the way in which the Consumer may exercise the right of withdrawal, or a clear statement concerning the exclusion of the right of withdrawal;
 - c) the information on guarantees and existing after-sales service;
 - d) the price, including all taxes, of the product, service or digital content; where applicable, the costs of delivery; and the method of payment, delivery or performance of the distance contract
 - e) the requirements for terminating the agreement if the agreement has a duration of more than one year or is indefinite;
 - f) if the consumer has a right of withdrawal, the model form for withdrawal.
 - g) In case of a duration contract, the provision in the previous paragraph applies only to the first delivery.

Article 6 - Right of withdrawal

- A. In case of products:
 1. The consumer can dissolve an agreement relating to the purchase of a product during a reflection period of at least 14 days without giving any reason. The entrepreneur may ask the consumer about the reason for withdrawal, but may not oblige the consumer to give his reason(s).
 2. The cooling off period mentioned in paragraph 1 starts on the day after the consumer, or a third party designated by the consumer in advance, and who is not the carrier, has received the product, or:
 - a) if the consumer has ordered multiple products in the same order: the day on which the consumer, or a third party designated by him, has received the last product. The entrepreneur may, provided he has clearly informed the consumer prior to the ordering process, refuse an order for multiple products with a different delivery time.
 - b) if the delivery of a product consists of multiple shipments or parts: the day on which the consumer, or a third party designated by him, received the last shipment or the last part;
 - c) in case of contracts for regular delivery of products during a certain period: the day on which the consumer, or a third party designated by him, has received the first product.
- B. For services and digital content not supplied on a tangible medium:
 1. The consumer may terminate a service contract and a contract for delivery of digital content not supplied on a tangible medium for at least 14 days without giving any

reason. The trader may ask the consumer about the reason for withdrawal, but may not oblige the consumer to give his reason(s).

2. The cooling-off period mentioned in paragraph 3 starts on the day following the conclusion of the agreement.

- C. Extended cooling off period for products, services and digital content not supplied on a tangible medium in the event of failure to inform about the right of withdrawal:
 1. If the entrepreneur has not provided the consumer with the legally required information about the right of withdrawal or the model form for withdrawal, the cooling-off period will expire twelve months after the end of the original cooling-off period determined in accordance with the previous paragraphs of this article.
 2. If the entrepreneur has provided the information referred to in the previous paragraph to the consumer within twelve months after the start date of the original cooling-off period, the cooling-off period will expire 14 days after the day the consumer received this information.

Article 7 - Obligations of the consumer during the reflection period

1. During the cooling-off period the consumer will handle the product and packaging with care. He will only unpack or use the product to the extent necessary to determine the nature, features and functioning of the product. The starting point here is that the consumer may only handle and inspect the product as he would be allowed to do in a store.
2. The consumer is only liable for depreciation of the product resulting from a manner of handling the product that goes beyond what is permitted in paragraph 1.
3. The consumer is not liable for depreciation of the product if the entrepreneur has not provided him with all legally required information about the right of withdrawal before or at the conclusion of the contract.

Article 8 - Exercise of the right of withdrawal by the consumer and costs thereof

1. If the consumer exercises his right of withdrawal, he shall notify the entrepreneur within the cooling-off period by means of the model form for withdrawal or in any other unambiguous manner.
2. As soon as possible, but within 14 days from the day following the notification referred to in paragraph 1, the consumer sends the product back, or hand it over to (an authorized representative of) the entrepreneur. This is not necessary if the entrepreneur has offered to pick up the product himself. The consumer has in any case complied with the return period if he returns the product before the cooling-off period has expired.
3. The consumer shall return the product with all delivered accessories, if reasonably possible in original condition and packaging, and in accordance with the reasonable and clear instructions provided by the entrepreneur.
4. The risk and the burden of proof for the correct and timely exercise of the right of withdrawal lies with the consumer.
5. The consumer bears the direct costs of returning the product. If the entrepreneur has not reported that the consumer must bear these costs or if the entrepreneur indicates to bear the costs himself, the consumer does not have to bear the costs of return shipment.

6. The consumer does not bear any costs for the complete or partial delivery of digital content not delivered on a tangible medium, if:
 - a) he has not expressly consented to the commencement of performance of the contract before the end of the cooling-off period prior to its delivery;
 - b) he has not acknowledged losing his right of withdrawal when giving his consent; or
 - c) the trader has failed to confirm this declaration by the consumer.
7. If the consumer makes use of his right of withdrawal, all supplementary contracts will be dissolved by operation of law

Article 9 - Obligations of the entrepreneur in case of withdrawal

1. If the entrepreneur makes the notification of withdrawal by the consumer possible electronically, he will send an acknowledgement of receipt without delay after receiving this notification.
2. The consumer shall reimburse any delivery costs charged by the entrepreneur or the transport company for the returned product without delay but within 14 days following the day on which the consumer notifies him of the withdrawal.
3. The entrepreneur shall use the same means of payment as the consumer has used for repayment of the returned product, unless the consumer agrees to a different method.
4. If the consumer has chosen a more expensive method of delivery than the cheapest standard delivery, the entrepreneur does not have to refund the additional costs for the more expensive method.

Article 10 - Exclusion of right of withdrawal

The trader can exclude the following products and services from the right of withdrawal, but only if the trader clearly stated this fact when making the offer, or at least in good time prior to conclusion of the contract:

1. Products or services of which the price is linked to fluctuations on the financial market over which the entrepreneur has no influence and which can occur within the withdrawal period;
2. Contracts concluded during a public auction. A public auction is defined as a method of sale whereby products, digital content and/or services are offered by the trader to the consumer who is present in person or has the opportunity to be present in person at the auction, under the direction of an auctioneer, and whereby the successful bidder is obliged to purchase the products, digital content and/or services;
3. Service contracts, after full performance of the service, but only if:
 - a) the execution has started with the consumer's explicit prior consent; and
 - b) the consumer has declared that he loses his right of withdrawal as soon as the entrepreneur has completely executed the contract;
4. Package holidays as referred to in article 7:500 Civil Code and contracts of passenger transport;
5. Service contracts for the provision of accommodation, if the contract provides for a specific date or period of performance and other than for residential purposes, transport of goods, car rental services and catering;
6. Agreements relating to leisure activities, if the agreement provides for a certain date or period of performance;

7. Products made to the consumer's specifications, which are not prefabricated and which are manufactured on the basis of an individual choice or decision by the consumer, or which are clearly intended for a specific person;
8. Products that spoil quickly or have a limited shelf life;
9. Sealed products that are not suitable for return for reasons of health protection or hygiene and whose seal has been broken after delivery;
10. Products that after delivery by their nature are irrevocably mixed with other products;
11. Alcoholic beverages of which the price has been agreed upon at the conclusion of the agreement, but the delivery of which can only take place after 30 days, and of which the actual value is dependent on fluctuations in the market over which the entrepreneur has no influence;
12. Sealed audio-, video-recordings and computer software, of which the seal has been broken after delivery;
13. Newspapers, magazines or journals, with the exception of subscriptions to these;
14. The delivery of digital content other than on a tangible medium, but only if:
 - a) the execution has started with the express prior consent of the consumer; and
 - b) the consumer has declared that he thereby loses his right of withdrawal.

Article 11 - The price

1. During the validity period mentioned in the offer, the prices of the products and/or services offered will not be increased, except for price changes due to changes in VAT rates.
2. Notwithstanding the previous paragraph, the entrepreneur may offer products or services whose prices are subject to fluctuations in the financial market and over which the entrepreneur has no influence, with variable prices. This link to fluctuations and the fact that any prices mentioned are recommended prices will be mentioned with 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 allowed if the entrepreneur has stipulated it and:
 - a) they are the result of statutory regulations or provisions; or
 - b) the consumer is authorized to terminate the contract on the day on which the price increase takes effect.
5. The prices mentioned in the offer of products or services include VAT.

Article 12 - Fulfilment of agreement and additional guarantee

1. The entrepreneur guarantees that the products and / or services meet the agreement, the specifications listed 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 ensures that the product is suitable for other than normal use.
2. An additional guarantee provided by the entrepreneur, his supplier, manufacturer or importer never limits the legal rights and claims that the consumer under the

agreement can assert against the entrepreneur if the entrepreneur has failed to fulfill his part of the agreement.

3. By additional guarantee is meant any commitment of the entrepreneur, his supplier, importer or producer in which he grants the consumer certain rights or claims that go beyond what he is legally obligated to do in case he has failed to fulfill his part of the agreement.

Article 13 - Delivery and execution

1. The entrepreneur will take the greatest possible care when receiving and in the execution of orders of products and in assessing applications for the provision of services.
2. The place of delivery is the address that the consumer has made known to the entrepreneur.
3. With due observance of what is stated in Article 4 of these General Terms and Conditions, the Entrepreneur shall execute accepted orders with convenient speed but at least within 30 days, unless a different delivery period has been agreed. If the delivery has been delayed, or if an order cannot be filled or can be filled only partially, the consumer will be informed about this within 30 days after he has placed the order. The consumer in that case has the right to terminate the contract without penalty and the right to any compensation.
4. After dissolution in accordance with the previous paragraph, the entrepreneur will refund the consumer the amount paid without delay.
5. The risk of damage and/or loss of products rests with the entrepreneur up to the moment of delivery to the consumer or a previously designated and notified to the entrepreneur representative, unless otherwise expressly agreed.

Article 14 - Duration transactions: duration, termination and renewal

A. Termination:

1. The consumer may contract for an indefinite period and that extends to the regular delivery of products (including electricity) or services, at any time denounce the applicable termination rules and a notice not exceeding 14 days.
2. The consumer may contract for a definite period and that extends to the regular delivery of products (including electricity) or services, at any time at the end of the fixed term denounce the applicable termination rules and a notice not exceeding 14 days.
3. The consumer can the agreements mentioned in the previous paragraphs:
 - terminate at all times and not be limited to termination at a specific time or in a specific period;
 - at least cancel in the same way as they were entered into by him;
 - always terminate with the same notice period as the entrepreneur has stipulated for himself.

B. Renewal:

1. An agreement that has been entered into for a definite period of time and that extends to the regular delivery of products (including electricity) or services, may not be tacitly extended or renewed for a definite period of time.
2. Notwithstanding the preceding paragraph, a contract for a definite period, which extends to the regular delivery of daily news and weekly newspapers and magazines may be tacitly renewed for a fixed period of up to three months, if the consumer agreement that has been extended towards the end of the extension may be terminated with a notice of up to 14 days
3. A fixed-term contract that has been concluded for the regular supply of products or services may only be tacitly extended for an indefinite period if the consumer may terminate at any time with a notice period of up to one month. The notice period is up to three months if the contract is about the regular, but less than once a month, delivery of daily, news and weekly newspapers and magazines.
4. A contract with a limited duration for the regular supply, by way of introduction, of daily or weekly newspapers and magazines (trial or introductory subscription) is not tacitly continued and ends automatically at the end of the trial period.

C. Duration:

If a contract has a duration of more than one year, after one year the consumer may at any time terminate the contract with a notice of up to one month, unless the reasonableness and fairness resisting the termination before the end of the agreed term.

Article 15 – Payment

1. Insofar not otherwise specified in the contract or additional conditions, the amounts due by the consumer should be paid within 14 days after the start of the reflection period, or in the absence of a reflection period within 14 days after the conclusion of the contract. In case of a contract to provide a service, this period commences on the day after the consumer has received the confirmation of the agreement.
2. The consumer has the duty to inaccuracies in data supplied or specified payment to report immediately to the entrepreneur.
3. If the consumer does not timely fulfill his payment obligation(s), he is, after being notified by the entrepreneur of the late payment and the entrepreneur has given the consumer a period of 14 days to still fulfill his payment obligations, after the failure to pay within this 14-day period, the statutory interest on the amount due and the entrepreneur is entitled to charge extrajudicial collection costs. These collection costs amount to a maximum of: 15% on outstanding amounts up to € 2500; 10% on the following € 2500 and 5% on the following € 5000, with a minimum of € 40. The proprietor may depart from the amounts and percentages stated for the benefit of the consumer.

Article 16 - Complaints procedure

1. Complaints about the implementation of the agreement must be submitted to the proprietor fully and clearly described within a reasonable time after the consumer has discovered the defects.

2. Complaints submitted to the entrepreneur shall be answered within a period of 14 days, calculated from the date of receipt. If a complaint requires a foreseeable longer processing time, the entrepreneur will respond within the period of 14 days with a message of receipt and an indication when the consumer can expect a more detailed answer.
3. The consumer should give the entrepreneur at least four weeks to resolve the complaint in mutual consultation. After this period a dispute arises that is subject to the dispute resolution procedure.

Article 17 - Disputes

This agreement is governed by Dutch law. If any disputes cannot be settled in mutual consultation or by the mediation of the Netherlands Society of Inventors, the ordinary court in The Hague will be competent to take cognizance of the dispute.

Article 18 - Additional or different provisions

Additional provisions or provisions deviating from these General Terms and Conditions may not be to the Consumer's detriment and must be put in writing or be recorded in such a way that the Consumer can store them in an accessible manner on a long-term data carrier.