

# Terms & Conditions

## Article 1 - IDENTITY

**Name:** Podi Artist b.v

**Trading under the name (s):** Podi Artist

**Post address:**

Kluizerdijk 81

5556 XS Valkenswaard – Netherlands

**Kvk:** 76373835

**VAT nr:** NL860604238B01

**Netherlands telephone number:** + 31 (0)6 15 67 40 94

**E-mail:** info@podiaartist.com

## Article 2 - APPLICABILITY

1. These general conditions apply to all offers of Podi Artist and to any distance contract concluded between Podi Artist and client.
2. Before concluding a distance contract, Podi Artist shall make the text of these General Terms and Conditions available..
3. Each time you use or cause access to this website, you agree to be bound by these Terms and Conditions, as amended from time to time with or without notice to you. In addition, if you are using a particular service on or through this website, you will be subject to any rules or guidelines applicable to those services and they shall be incorporated by reference into these Terms and Conditions. Please see our Privacy Policy, which is incorporated into these Terms and Conditions by reference.

## Article 3 – REGISTRATION

In order to use this service, you must register and agree to provide truthful information when requested. When registering, you explicitly agree to our Terms and Conditions, which may be modified by us from time to time and available here

## Article 4 – PRIVACY POLICY

Registration data and other personally identifiable information that we may collect is subject to the terms of our Privacy Policy.

## Article 5 – ACCOUNT & PASSWORD

You are responsible to maintain the confidentiality of your password and shall be responsible for all uses via your registration and/or login, whether authorized or unauthorized by you. You agree to immediately notify us of any unauthorized use or your registration, user account or password.

## **Article 6 - OFFER**

1. If an offer is subject to a limited duration or if certain conditions apply, it shall be explicitly stated in the offer.
2. The offer contains a full and accurate description of the products, digital content and/or services offered. The description is suitably detailed to enable the client to assess the products, or services and/or digital content adequately. If Podi Artist makes use of pictures, they are truthful images of the products and/or services provided. Obvious errors or mistakes in the offer are not binding.
3. Every offer will contain such information that it is clear to the client what rights and obligations are involved in accepting the offer.

## **Article 7 – THE AGREEMENT**

1. The agreement becomes valid when the client has accepted the offer and fulfilled the terms and conditions set.
2. If the consumer has accepted the offer electronically, Podi Artist will confirm receipt of the electronic acceptance of the offer. As long as the receipt has not been confirmed, the client may repudiate the agreement.
3. If the agreement is concluded electronically, Podi Artist will take appropriate technical and organizational measures to secure the electronic transfer of data and will ensure a secure web environment.
4. Podi Artist may, within the limits of the law, gather information about Consumer's ability to fulfil his payment obligations, and all facts and factors relevant to responsibly concluding the distance contract. If, acting on the results of this investigation, the Entrepreneur has sound reasons for not concluding the contract, he is lawfully entitled to refuse an order or request supported by reasons, or to attach special terms to the implementation.
5. Before delivering the product, Podi Artist shall send the following information along with the product, the service or the digital content in writing or in such manner that the client can store it in an accessible manner on a long-term data carrier:
  - a. the conditions on which and the manner in which the client may
  - b. exercise the right of withdrawal, or, as the case may be, clear information about his being exempted from the right of withdrawal;
  - c. the information corresponding to existing after-sales services and guarantees;
  - d. The price including all taxes of the product, service or digital content, where applicable the delivery costs and the way of payment, delivery or implementation of the distance contract;

## **Article 8 – Right of withdrawal**

*In case of products:*

1. The Consumer can repudiate a purchase contract for a product without giving reasons for a period of reflection of at least 14 days. Podi Artist may ask the Consumer about the reason for the withdrawal but cannot force him to state his reason(s).
2. The reflection period referred to in sub-clause 1 starts on the day the product is received by the client or
  1. if the client ordered several products in the same order: the day on which the client received product.
  2. in case the delivery of a product consists of parts: the day on which the client receives the last part.

*In case subscriptions to clinics:*

3. The client can terminate an agreement for services or an agreement that is not delivered on a physical carrier only with reason within 14 days.
4. Podi Artist is allowed to require a first payment with a clinic subscription. This first payment will then suit as a deposit, which Podi Artist is allowed to keep in case the client does not cancel their subscription in time before the clinic or without reason.
5. The reflection period referred to in Article 3 starts on the day following the conclusion of the agreement.

**Article 9 - Obligations of the consumer during the cooling-off period**

1. During this period, the Consumer shall handle the product and the packaging with care. The Consumer shall only unpack or use the product to the extent necessary for establishing the nature, the characteristics and the effect of the product. The guiding principle is that the Consumer may only handle and inspect the product in the manner in which one is allowed to handle a product in a shop.
2. The Consumer is only liable for the decrease in value of the product that is caused by the way of handling the product which went further than allowed in sub-section 1.
3. The Consumer is not liable for the decrease in value of the product if the Entrepreneur has not provided him with all legal information about the right of withdrawal before concluding the Agreement.

**Article 10 - Exercise of the right of withdrawal by the consumer and cost**

1. If the client exercises his right of withdrawal, he reports this within the cooling-off period using by sending an email to [webshop@podiartist.com](mailto:webshop@podiartist.com) including the order number and client number.
2. As fast as possible, but within 14 days from the day following the notification referred to in paragraph 1, the consumer shall send the product back, or he hands over this (a representative of) the entrepreneur. This need not be the product itself if the Podi Artist has offered to take away. The consumer has the return term in each case taken into account if he returns the product before the withdrawal period has expired.
3. The consumer shall send back the product with accessories, if reasonably possible all delivered in original condition and packaging, and in accordance with the reasonable and clear instructions 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 client.
5. The Consumer shall bear the direct costs of returning the product. If the Entrepreneur has not reported that the Consumer has to bear these costs or if the Entrepreneur pointed out that he will bear the costs himself, the Consumer need not pay the cost of returning the product.
6. The consumer shall not charge for the full or partial delivery of not on a material carrier delivered digital content, if:
  1. He prior to its delivery not expressly has agreed to the start of the performance of the agreement before the end of the cooling off period;
  2. He has not recognized the right of withdrawal to lose in giving his consent; or
  3. the entrepreneur has failed to confirm this statement from the consumer.
7. If the consumer exercises his right of withdrawal, any ancillary contracts shall be automatically dissolved.

#### **Article 11 – Entrepreneur’s obligations in case of withdrawal**

1. If Podi Artist makes the notification of withdrawal by electronic means possible, he shall promptly send a return receipt.
2. The Entrepreneur shall reimburse all payments made by the client, including any delivery costs that the client may charge for the returned product, as soon as possible but within 14 days following the day on which Podi Artist receives the returned product.
3. Podi Artist shall make use of the same means of payment that the client used, unless the client consents to another method.
4. If the client opted for a more expensive method of delivery instead of the cheapest standard delivery, Podi Artist need not reimburse the additional costs for the more expensive method.

#### **Article 12 - Exclusion of the right of withdrawal**

Podi Artist can exclude the following products and services from the right of withdrawal but only if Podi Artist notifies this clearly when making the offer or at any rate in good time before concluding the agreement:

1. Products or services with a price that is subject to fluctuations in the financial market on which the Entrepreneur has no influence and which may occur within the period of withdrawal;
2. Services agreements for making accommodation available when a certain period of implementation is provided and other than for residential purposes, goods transports, car rental services and catering;
3. Products manufactured in accordance with the Consumer’s specifications which are not prefabricated and which are produced on the basis of a Consumer’s individual choice or decision or which are intended for a specific person;
4. Perishable products or products with a limited durability.

5. Sealed products which are for health or hygiene reasons not suitable for being returned and of which the seal was broken;
6. Products which for their nature are irreversibly mixed with other products;

### **Article 13 - The price**

1. Prices mentioned can be subjected to change due to changes in pricing by suppliers or fluctuations in the financial market.
2. The entrepreneur hold the right to amend these changes at any time but no more than three times per year.
3. All prices mentioned are stated excluding VAT.
4. All consumers with a billing address in the Netherlands receive their invoice including 21% VAT
5. Consumers which hold a billing address outside the Netherlands have the possibility of receiving their invoice excluding VAT by means of VAT Reversed Charge. This is only possible when the consumer provides Podi Artist with a valid VAT number of their business.
6. Podi Artist is allowed to give discounts to clients in relation to their client history. These discounts vary per client.

### **Article 14 – Delivery and execution**

1. Podi Artist shall exercise the best possible care when booking orders and executing product orders and when assessing requests for the provision of services.
2. The place of delivery is at the address given by the client to the Podi Artist.
3. With due observance of the stipulations 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 another delivery period was agreed on. If the delivery has been delayed, or if an order cannot be filled or can be filled only partially, the client shall be informed about this within one month after ordering. In such cases, the client is entitled to change their order.
4. The risk of loss and/or damage to products will be borne by Podi Artist until the time of delivery to the client.

### **Article 15 - Payment**

1. Unless otherwise stipulated in the agreement or in the additional conditions, the amounts to be paid by the client must be settled within 30 days after the invoice date.
2. The client has the duty to inform Podi Artist promptly of possible inaccuracies in the payment details that were given or specified.
3. In case the client has not complied with his payment obligation(s) in time, and Podi Artist has pointed out to him that the payment was late and allowed the client a period of 14 days to comply with the payment obligations, the client is to pay administration costs of €15 per 2nd and 3rd. If payment still does not take place after three reminder Podi Artist

is allowed to charge the client with extrajudicial collection costs amount to no more than 15% for outstanding amounts.

#### **ARTICLE 16 – SALES ON FARRIER TO FARRIER**

Offers which are put on the second hand Farrier2Farrier page will be assessed by Podi Artist before being published. After publication, communication will only take place between consumer and seller. Podi Artist is not responsible for any agreements which are made between these two parties. Therefore, full responsibility and handling lies with consumer and seller.

#### **Article 17 - APPLICABLE LAW**

1. On agreements between the entrepreneur and the consumer to which these general conditions relate, exclusively Dutch law is applicable.