**Terms and Conditions LauwPauw**

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Article 1 - Definitions

In these conditions:

1. Additional agreement: an agreement whereby the consumer acquires products, digital content and / or services via a distance sale. These goods, digital content and / or services are provided by the entrepreneur or by a third party on the basis of an appointment between that third party and the entrepreneur;

2. Cooling-off period: the period within which the consumer can make use of his right of withdrawal;

3. Consumer: the natural person who does not act for purposes related to his trade, business, craft or professional activity;

4. Day: calendar day;

5. Digital content: data produced and delivered in digital form;

6. Term Agreement: an agreement that extends to the regular delivery of goods, services and / or digital content during a certain period;

7. Durable data carrier: every device - including e-mail - that enables the consumer or trader to store information that is addressed to him in person in a way that future consultation or use during a period that is geared to the purpose for which the information is intended, and which allows unaltered reproduction of the stored information;

8. Right of withdrawal: the possibility for the consumer to waive the distance sale within the cooling-off period;

9. Entrepreneur: the natural or legal person that offers (access to) digital content and / or services to consumers at a distance;

10. Distance sale: an agreement concluded between the entrepreneur and the consumer in the context of an organized system for distance selling of products, digital content and / or services, whereby up to and including the conclusion of the agreement exclusively or use is made of one or more techniques for distance communication;

11. Model form for withdrawal: the European model form for withdrawal included in Appendix I of these conditions. Annex I does not have to be made available if the consumer does not have a right of withdrawal in respect of his order;

12. Technology for distance communication: means that can be used for concluding an agreement, without the consumer and entrepreneur having to be in the same room at the same time.

Article 2 - Identity of the entrepreneur

LauwPauw is part of Ape Creations.

Ape Creations can be reached as follows:

Postal address: Morsestraat 4B, 4816 CH Breda

Business address: Morsestraat 4B, 4816 CH Breda

Registration number of Trade Register Chamber of Commerce: 20167616

Phone: 06-28119952

E-mail address: laura@lauwpauw.com

Article 3 - Applicability

1. These general terms and conditions apply to every offer made by the entrepreneur and to every distance sale that has been established between the entrepreneur and the consumer.

2. Before the distance sale is concluded, the text of these general terms and conditions will be made available to the consumer. If this is not reasonably possible, the entrepreneur before the distance sale is concluded, indicate how the general terms and conditions at the entrepreneur can be seen and that they will be sent free of charge as soon as possible at the request of the consumer.

3. If the distance sale is concluded electronically, by way of derogation from the previous paragraph and before the distance sale is concluded, the text of these general terms and conditions can be made available to the consumer electronically in such a way that the consumers can be easily stored on a durable medium. If this is not reasonably possible, before the distance sale is concluded, it will be indicated where the general terms and conditions can be observed electronically and that they will be sent free of charge at the request of the consumer by electronic means or otherwise.

4. In the event that specific product or service conditions apply in addition to these general terms and conditions, the second and third paragraphs shall also apply mutatis mutandis and the consumer may in the event of conflicting conditions always invoke the applicable provision that is most applicable and most favorable to him.

5. If one or more provisions in these general terms and conditions at any time in whole or in part are null and void or destroyed, then the agreement and these conditions remain valid and the stipulation in question will be replaced without delay by a provision that the scope of the original approached as much as possible.

6. Situations that are not regulated in these general terms and conditions must be assessed 'in the spirit' of these general terms and conditions.

7. Lack of clarity about the explanation or content of one or more provisions of our conditions, should be explained 'in the spirit' of these terms and conditions.

Article 4 - The offer

1. If an offer is of limited duration or subject to conditions, this will be explicitly stated in the offer.

2. The offer contains a complete and accurate description of the offered products, digital content and / or services. The description is sufficiently detailed to allow a proper assessment of the offer by the consumer. If the entrepreneur uses images, these are a true reflection of the offered products, services and / or digital content. Obvious mistakes or errors in the offer do not bind the entrepreneur.

3. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to the acceptance of the offer.

Article 5 - The sale

1. Subject to the provisions of paragraph 4, the agreement is concluded at the moment of acceptance by the consumer of the offer and the fulfillment of the corresponding conditions.

2. If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm electronically the receipt of the acceptance of the offer. As long as the receipt of this acceptance has not been confirmed by the entrepreneur, the consumer can dissolve the agreement.

3. If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to secure the electronic transfer of data and he will ensure a secure web environment. If the consumer can pay electronically, the entrepreneur will take appropriate security measures.

4. The entrepreneur can within statutory frameworks - inform whether the consumer can meet his payment obligations, and of all those facts and factors that are important for a responsible conclusion of the distance sale. If the entrepreneur based on this investigation has good reasons not to enter into the agreement, he is entitled to refuse an order or request, motivated or to attach special conditions to the execution.

5. At the latest on delivery of the product, the service or digital content, the entrepreneur shall send the following information, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable medium:

a. the e-mail address of the business location of the trader where the consumer can go with complaints;

b. the conditions under which and the manner in which the consumer can exercise the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;

c. the information about guarantees and existing service after purchase;

d. the price including all taxes of the product, service or digital content; insofar as applicable the costs of delivery; and the method of payment, delivery or execution of the distance sale;

e. if the consumer has a right of withdrawal, the model form for withdrawal.

Article 6 - Right of withdrawal

With products:

1. The consumer can terminate an agreement regarding the purchase of a product during a cooling off period of 14 days without giving any reason. The trader may ask the consumer about the reason for the withdrawal, but not to oblige him to state his reason (s).

2. The reflection period referred to in paragraph 1 starts on the day after the consumer, or a third party designated by the consumer in advance, who is not the carrier, has received the product, or:

a. if the consumer ordered several products in the same order: the day on which the consumer, or a third party designated by him, received the last product. The entrepreneur may, provided he has informed the consumer in a clear manner prior to the ordering process, refuse an order of several products with a different delivery time.

For services and digital content that is not delivered on a tangible medium:

3. The consumer can terminate a service agreement and an agreement for the supply of digital content that has not been delivered on a tangible medium for at least 30 days without giving any reason. The trader may ask the consumer about the reason for the withdrawal, but not to oblige him to state his reason(s).

4. The reflection period referred to in paragraph 3 starts on the day following the conclusion of the agreement.

Extended cooling-off period for products, services and digital content that has not been delivered on a tangible medium when not informing about the right of withdrawal:

5. 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 reflection period determined in accordance with the previous paragraphs of this article.

6. If the trader has provided the consumer with the information referred to in the previous paragraph within twelve months after the commencement date of the original period of reflection, the cooling-off period will expire 14 days after the day on which the consumer has received this information.

Article 7 - Obligations of the consumer during the cooling-off period

1. During the cooling-off period, the consumer will handle the product and the packaging carefully.

He will only unpack or use the product to the extent necessary to determine the nature, characteristics and operation of the product. The basic principle 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 the value reduction of the product that is the result of a way of handling the product that goes further than allowed in paragraph 1.

3. The consumer is not liable for the depreciation of the product if the entrepreneur has not provided him with any legally required information about the right of withdrawal before or at the time of concluding the sale.

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 standard form for withdrawal or in an unequivocal manner.

2. As soon as possible, but within 30 days from the day following the notification referred to in paragraph 1, the consumer shall return the product, or hand it over to (an authorized representative of) the entrepreneur. In any case, the consumer has 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 the original state 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 for return.

6. The consumer shall not bear any costs for the full or partial delivery of digital content not supplied on a tangible medium, if:

a. prior to the delivery, he has not expressly agreed to commence the fulfillment of the sale before the end of the cooling-off period;

b. he has not acknowledged to lose his right of withdrawal when giving his consent; or

c. the entrepreneur has failed to confirm this statement from the consumer.

7. If the consumer makes use of his right of withdrawal, all additional agreements 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 electronically possible, he will send an acknowledgment of receipt immediately after receipt of this notification.

2. The trader will reimburse all payments from the consumer, including any delivery costs charged by the trader for the returned product, without delay but within 14 days following the day on which the consumer notifies him of the withdrawal. Unless the entrepreneur offers to collect the product himself, he may wait to pay back until he has received the product or until the consumer demonstrates that he has returned the product, whichever comes first.

3. The entrepreneur uses the same payment method that the consumer has used for reimbursement unless the consumer agrees to another method. The reimbursement is free of charge for the consumer.

4. If the consumer has opted for a more expensive method of delivery than the cheapest standard delivery, the entrepreneur does not have to reimburse the additional costs for the more expensive method.

Article 10 - Exclusion of right of withdrawal

The entrepreneur can exclude the following products and services from the right of withdrawal, but only if the entrepreneur has clearly stated this in the offer, at least in time for the conclusion of the agreement:

- Products manufactured according to the consumer's specifications, which are not prefabricated, and which are manufactured on the basis of an individual choice or decision of the consumer, or which are clearly intended for a specific person;

- The supply of digital content other than on a tangible medium, but only if:

a. the execution has begun with the express prior consent of the consumer; and

b. the consumer has declared that he will lose his right of withdrawal as soon as the entrepreneur has fully executed the agreement;

Article 11 - The price

1. During the period mentioned in the offer, the prices of the offered products and / or services will not be increased, except for price changes due to changes in VAT rates.

2. The prices mentioned in the offer of products or services include VAT.

6. All prices are subject to printing and typing errors. No liability is accepted for the consequences of printing and typing errors. In the case of printing and typing errors, the entrepreneur is not obliged to deliver the product at the wrong price.

Article 12 - Compliance agreement and additional 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 soundness and / or usability and the legal provisions existing on the date of the conclusion of the agreement. and / or government regulations.

2. A guarantee provided by the entrepreneur, manufacturer or importer does not affect the legal rights and claims that the consumer can assert against the entrepreneur under the sale.

3. Any defects or incorrectly delivered products must be reported to the entrepreneur in writing within 14 days of delivery. Return of the products must be in the original packaging and in new condition.

4. The warranty period of the entrepreneur corresponds with the manufacturer's guarantee period. However, the entrepreneur is never responsible for the ultimate suitability of the products for each individual application by the consumer, nor for any advice regarding the use or application of the products.

5. The guarantee does not apply if:

- The consumer has repaired and / or processed the delivered products himself or have them repaired and / or processed by third parties;

- the delivered products are exposed to abnormal circumstances or otherwise careless handling or contrary to the instructions of the entrepreneur and / or the packaging are treated;

- The defect is wholly or partially the result of regulations that the government has or will make regarding the nature or the quality of the materials used.

Article 13 - Delivery and execution

1. The trader will take the greatest possible care when receiving and implementing orders for products and when 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 will execute accepted orders expeditiously but no later than 30 days, unless another delivery period has been agreed. If the delivery is delayed, or if an order cannot or only partially be executed, the consumer will receive notification of this no later than 30 days after he has placed the order. In that case, the consumer has the right to terminate the sale without any costs.

4. All delivery dates are indicative. The consumer cannot derive any rights from any periods mentioned. Exceeding a term does not entitle the consumer to compensation.

5. After dissolution in accordance with the previous paragraph, the entrepreneur will immediately repay the amount that the consumer has paid.

6. The risk of damage and / or loss of products rests with the entrepreneur until the moment of delivery to the consumer or a pre-designated and the entrepreneur announced representative, unless expressly agreed otherwise.

Article 14 - Payment

1. Unless otherwise stipulated in the agreement or additional conditions, the amounts owed by the consumer must be paid within 14 days after the start of the cooling-off period, or in the absence of a cooling-off period within 14 days after the close of the agreement. In case of an agreement to provide a service, this period starts on the day after the consumer has received the confirmation of the agreement.

2. When selling products to consumers, the consumer may never be obliged to pay in advance more than 50% in general terms and conditions. If payment in advance is stipulated, the consumer cannot assert any rights regarding the execution of the order or service(s) before the stipulated advance payment has taken place.

3. The consumer has the duty to report inaccuracies in provided or stated payment details to the entrepreneur without delay.

4. If the consumer fails to fulfill his payment obligation(s) in time, after he has been informed by the trader of the late payment and the trader the consumer has been granted a period of 14 days to still fulfill his payment obligations, after the payment has not been made within this 14-day period, the legal interest is due on the outstanding amount and the entrepreneur is entitled to the extrajudicial charge collection costs.

These collection costs amount to a maximum of: 15% over outstanding amounts up to € 2,500, -; 10% over the next € 2,500 and 5% over the next € 5,000 with a minimum of € 40.

The entrepreneur may deviate from the aforementioned amounts and percentages for the benefit of the consumer.

5. The Entrepreneur is entitled to collect these amounts as COD on the order, to collect these costs from the Customer prior to delivery and then to pay this to the carrier.

6. The customer, who at the time of delivery knows that there is an amount as COD on the order, is obliged to pay the carrier this amount due to the sender.

7. If the consumer orders a customized product and accepts the quotation, the consumer agrees to a 50% deposit. The production is started by the entrepreneur as soon as this 50% deposit has been received. The remaining 50% will be payed by the consumer after the product is completed and before the product is handed over to the consumer or shipped. No refund is possible for the 50% deposit.

Article 15 - Complaints procedure

1. The entrepreneur has a well-publicized complaints procedure and handles the complaint in accordance with this complaints procedure.

2. Complaints about the execution of the sale must be submitted fully and clearly described to the entrepreneur within a reasonable time after the consumer has discovered the defects.

3. Complaints submitted to the entrepreneur will be answered within a period of 14 days 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 notice of receipt and an indication when the consumer can expect a more detailed answer.

4. A complaint about a product, service or the service of the entrepreneur can also be submitted via the European Online Dispute Resolution platform.

5. The consumer must give the entrepreneur at least 4 weeks’ time to resolve the complaint in mutual consultation. After this period, a dispute arises that is susceptible to the dispute resolution.

Article 16 - Disputes

1. Only Dutch law applies to agreements between the entrepreneur and the consumer to which these general terms and conditions apply.

2. Disputes between the consumer and the entrepreneur about the creation or execution

agreements with regard to products and services to be delivered or delivered by this entrepreneur may be submitted to the Disputes Committee by the consumer and the entrepreneur, with due observance of the following provisions.

Article 17 - Additional or different provisions

Additional provisions or deviating from these 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 medium.

**Form for dissolution / revocation.**

(\*) Strike out what does not apply.

**Explanation for use**

Legally you have a right of withdrawal: within the sight terms of 14 days you can return items ordered. This term starts at the moment that all items have been delivered from the order. With the model form below, you can indicate that you use your right of withdrawal. There are a number of products except the right of withdrawal, digital products and products that are made especially for you.

Only complete this form and return it if you want to cancel / revoke the agreement.

To LauwPauw
T.a.v. Laura van de Wiel
Morsestraat 4B
4816 CH Breda, Netherlands

Email: laura@lauwpauw.com

I / We (\*) share / share (\*) hereby inform you that I / we (\*) revoke / revoke our agreement regarding the sale of the following goods / delivery of the following service (\*) the following articles (\*)

|  |  |
| --- | --- |
| Article name | Number of products |
|  |  |
|  |  |
|  |  |

Ordered on (\*) / Received on (\*) …………………………..………………………………..…………………………

Name / names of the consumer (s) …………………………..………………………………..…………………………

Address consumer (s) ………………………………..………………………………....………………….

 ………………………………..………………………………....………………….

………………………………..………………………………....………………….

Signature of consumer (s) …………………………..………………………………..…………………………

Date ………………………………..………………………………....………………….

Send the completed form to LauwPauw, Morsestraat 4B, 4816 CH in Breda, The Netherlands. You can also scan the form and send it as an attachment to the following address: laura@lauwpauw.com.

You will receive an acknowledgment of receipt as soon as possible.