

## **General Conditions/Terms**

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### **Article 1- Corporate Identity**

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## **Article 2- Relevance**

These general terms & conditions apply to any offer of sale made by Ultra studio and to every finalized agreement of sale between the company and the consumer.

Before the sale is concluded, the general conditions are made available to the consumer. If this is not possible before the sale is concluded, it will be indicated that the general terms & conditions can be seen at company site or by request of the consumer the general terms & conditions shall be sent to them at no extra cost.

If the purchase is concluded electronically, notwithstanding the previous article and before the purchase is concluded, the general terms & conditions can be made available electronically to the consumer. If this is not possible then before the purchase is concluded it will be indicated where the consumer can find the general terms & conditions electronically or that these terms & conditions can be sent electronically on request of the customer at no extra cost.

In the case that additional to the terms & conditions, specific product and service conditions are also applicable, the second and third article are mutatis and in case of conflicting terms & conditions the consumer can appeal on the relevant term & conditions.

## **Article 3- Offer**

If an offer has a limited validity or has other specifications, this will be mentioned.

The product offer contains a complete and accurate description of the offered products and services. The description is sufficiently detailed to enable a proper consumer's assessment of the products/services. The images used by the company are true representations of the products and services.

Each offer contains such information that it is clear for the consumer which rights and obligations are related to the offer when it is accepted by the consumer. These concerns in particular:

- price inclusive taxes
- possible costs of delivery
- the manner in which the agreement has been concluded and the necessary signatures
- whether to apply the right of withdrawal (cancellation)
- the method of payment, delivery and performance of the contract
- the deadline for accepting the offer or the period within which the company guarantees the price
- the manner in which the consumer, before concluding the agreement, can check and if necessary also restore the information provided by them under the agreement
- any other languages given, including Dutch, for the agreement
- the codes of conduct to which the company is subjected and the manner in which the consumer can consult electronically the codes of conduct
- the minimum duration of the purchase agreement in the event of a length transaction

## **Article 4- The Agreement**

The agreement is finalized, subject to the provisions in article 4, at the moment the consumer accepts the offer and meets the conditions.

If the consumer has accepted electronically the offer, the company immediately confirms electronically that he has received the acceptance of the offer. As long as the company has not confirmed the acceptance, the consumer can terminate the agreement.

If the agreement is concluded electronically, the company will take appropriate technical and organizational measures to protect the electronic data transfer and that he will ensure a safe web environment. If the consumer can pay electronically, the company will observe the necessary security measures.

The company can notify or check, within the legal framework, if the consumer can meet the payment obligations, and also check all important facts and factors, which are needed to finalize a sound payment. If the company based on research, has good reason not to conclude the agreement then he is entitled to refuse an order/ request.

The company shall send the following information with the products or services

- a. The address of the company for the consumer to file complaints
- b. The conditions and the way that the consumer can execute the right of cancellation and a clear indication related to the exclusion of the right to cancellation.
- c. Information about after sales guarantees and services
- d. Article 4 paragraph 3 unless the company has already sent this information before the execution of the agreement.

## **Article 5- cancellation**

Product delivery:

After purchasing products the consumer has the possibility to cancel the agreement within 24 hours without giving reason. After the 24 hour period if the consumer cancels the order they will be subject to costs and will therefore not receive a full refund.

Once the product is received by the consumer they have up to 14 days to return the product. Before returning a product the consumer must contact the company stating the reason for return as soon as possible to ensure the return is processed and accepted by the company before the end of the 14 days in which they must return the product.

During this 14 day period the consumer shall treat the product and the package carefully. They shall unpack or use the product only to that extent to as far as it is necessary to judge if he wishes to keep the product. If the consumer wishes to return the product they shall return the product with all accessories and -if reasonably possible- in the original conditioning and packaging to the company, in accordance with the provided reasonable and clear instructions of the company.

## **Article 6- Withdrawal Costs**

If the consumer executes the right of withdrawal, he will have to pay no more than the costs of returning the product. In order to execute the right of withdrawal this has to be first accepted by the company in order to ensure the consumer is within reason when returning the product. The company retains every right to refuse a return if they feel necessary or they may also accept a return that does not fully meet the requirements for returns and issue a reduced refund.

If the consumer has made a payment, the company shall pay this amount back to the consumer as soon as possible but no later than within 14 days after the return request or after the return shipment.

## **Article 7- Exclusion Right of Withdrawal**

The company can exclude the right to cancel an order by the consumer for as far as foreseen in paragraph 2 and 3, which is only applicable if this has been for mentioned by the company before the conclusion of the agreement.

## **Article 8- Pricing**

During the validity period mentioned in the offer, the prices of the offered products and services shall not be raised save for price changes due to changing VAT rates.

Notwithstanding the previous paragraph the company can offer products and services with variable prices when these prices are subject to fluctuations on the financial market and where the company has no influence. This bondage to fluctuations and the fact that the mentioned prices are target prices will be mentioned with the offer.

Price increases within 3 months after the conclusion of the agreement are only permitted if they are the result of legal regulations or provisions.

Price increases from 3 months after the conclusion of the agreement only if the company has stipulated this and:

- a. These are the result of legal regulations or provisions; or
- b. The consumer has the competence to terminate the agreement from the day the price increase takes effect.

The offer mentioned prices includes VAT.

## **Article 9- Conformity and Guarantees**

The company ensures that the products and services measure up to the agreement, and also the specifications, requirements, soundness and or usefulness of the product in the offer are also met. The product or service is in keeping with the existing legal provisions and government regulations. If agreed the company also ensures that the product is suitable for other than normal use.

A guarantee provided by the company, manufacturer or importer does nothing to alter the rights and claims, which, under the agreement the consumer can put forward against the company.

### **Article 10- Delivery and Execution**

The company shall observe in utmost care the reception and execution of orders of products and when assessing applications for services.

The address that has been made known by the consumer to the company is considered to be the delivery place.

Taking into account what is stated in article 4 of the general terms & conditions, the company shall execute the accepted orders expeditiously but no later than within 14 days unless a longer period has been agreed. If the delivery is delayed or if a delivery cannot or partially be executed, the consumer is notified about this no later than 14 days after he placed the order. In that case the consumer has the right to terminate the agreement without any further cost and he is entitled to compensation.

In the event of termination in accordance with the previous paragraph the company shall pay back the amount that the consumer has paid as soon as possible but no later than 14 days after the termination.

If the delivery of an ordered product appears to be impossible, the company shall strive to make available a replacement product. In this case, before the delivery it will be mentioned that a replacement product will be delivered. The right to cancel the order cannot be ruled out with regard to replacement products.

The risk of damage, loss or delay in shipping of products rest with the shipping company therefore Ultra studio cannot be held responsible for delay and/or damages caused by the shipping company.

### **Article 11- Length transactions: duration, termination and extension**

Terminate

The consumer can terminate at any time an agreement which has been entered for an indefinite period and which extends to regular delivery of products (electricity included) and services respecting the applicable termination rules of a notice of not more than one month.

The consumer can terminate at any time an agreement entered for a definite period and which extends to regular delivery of products (electricity included) or service at the end of the definite period respecting the applicable termination rules of a notice of not more than one month.

The consumer can in the agreements in the previous mentioned paragraph:

- at all times terminate with no restrictions to terminate at a certain time or during a certain period
- at least terminate in the same manner as they are entered into by him
- at all times terminate with the same notice as the company has obtained for himself.

## Extension

An agreement, which has been entered for, a definite time and which extends to a regular delivery of products (including electricity) or services may not automatically be extended or renewed for a fixed duration.

An agreement which has been entered for a definite time and which extends to a regular delivery of products and services, may only be automatically extended for an indefinite period if the consumer at any time terminate with a notice period of no more than one month and a notice period of no more than three months if the in case the agreement extends to a regular delivery.

## Duration

If an agreement has a duration period of more than one year, the consumer may after one year terminate at any time with a notice period of not more than one month unless reasonableness and fairness are opposed against termination before the end of the agreed duration.

## **Article-12 Payments**

Unless otherwise agreed, the amounts due have to be met by the consumer within 7 days after entering the return period referred to in article 6, paragraph 1. In case of an agreement to provide a service the returns period starts after the consumer has received the confirmation of the agreement.

When selling products to consumers, a prepayment of more than 50% must never be stipulated in the general terms and conditions. When a prepayment has been stipulated the consumer cannot assert any rights regarding the execution of the relevant order or service(s) before the stipulated payment has been made.

The consumer has the duty to notify the company about inaccuracies in the payment details.

In case of default by the consumer the company has, subject to legal restrictions, the right to charge the reasonable costs, which are made known to the consumer in advance.

## **Article 13- Complaints**

The company features a sufficiently publicized complaints procedure and handles the complaint according to this complaints procedure.

Complaints about the execution of the agreement must be described fully and clearly within reasonable time submitted to the company after the consumer has observed the defects.

The complaints submitted to the company will be answered within a period of 14 days from the day of receipt. If a complaint has a foreseeable longer processing time, the company will answer within 14 days an acknowledgement and an indication when the consumer will receive a more detailed answer.

If a complaint cannot be resolved by mutual agreement then there is a dispute that is subject to the dispute settlement.

## **Article 14- Disputes**

Dutch law exclusively applies to agreements between company and consumer whereupon these general conditions/terms are related to.

In case of disputes the consumer can approach Stichting WebwinkelKeur (WebwinkelKeur Foundation) and this foundation will mediate for free. If both parties cannot come up to a solution then the consumer has the possibility to let his complaint be handled by Stichting GeschilOnline. (GeschilOnline.nl Foundation) The ruling of this foundation is binding and both the consumer and the company accept this binding ruling.