

## parlAmore®© General Terms and Conditions of Sale

Marian van Essen Atelier voor Kunst en Ontwerp, with registered offices at Burmanstraat 13 huis, 1091 SG Amsterdam, the Netherlands, registered with Amsterdam Chamber of Commerce (Kamer van Koophandel) under number 34249319, hereinafter referred to as Marian van Essen. All other relevant contact details for Marian van Essen can be found on the website under 'Contact'. In placing an order you agree to the terms and conditions of Marian van Essen, Atelier voor Kunst en Ontwerp.

1. **Definitions** Marian van Essen: Marian van Essen Atelier voor Kunst en Ontwerp is the owner of the copyright on and trademark of parlAmore® (registration number 1126992) and is supplier of the product. Customer: the person ordering parlAmore. Recipient: the person to whom the parlAmore ordered is addressed. Standard parlAmore: onyx or jasper parlAmore in a standard box. My personalized parlAmore: onyx or jasper parlAmore in a personalised box, i.e. bearing the text indicated by the customer in a font as given on the website My parlAmore: with a button of your choice which the customer has sent for own costs and risk. Specifications about the suitability of buttons are given on the website.

2. **Applicability of these terms and conditions** These terms and conditions are applicable to every contract between Marian van Essen and a customer/recipient, insofar as the parties have not explicitly agreed in writing to deviate from these terms and conditions.

3. **Prices** All prices quoted are in euros, and include VAT (BTW). Prices subject to change and printing errors.

4. **Shipping costs** a) within the Netherlands. The costs of shipment in the Netherlands are included in the price, on the understanding that EUR 5.00 has been included for this purpose. b) outside the Netherlands. An extra charge is made towards the costs of shipment to addresses outside the Netherlands. The amount depends on the country and the value of the order. For further information, please email [info@parlamore.com](mailto:info@parlamore.com)

5. **Payment** After placing an order by email or post you will receive confirmation either by email or post stating the order number and the total cost, including any extra costs of shipment to addresses outside the Netherlands. All payments must be made in advance, in full, to INGbank account no. 1385907, account holder Marian van Essen of Amsterdam, quoting the order number. Payment must be made in full within 14 days of the order date. Marian van Essen shall not be obliged to supply the goods ordered until the customer/recipient has made payment. Any other payment methods shall apply only if agreed in writing.

6. **Delivery** The provisions pertaining to delivery time apply only to orders placed directly with Marian van Essen and subject to circumstances beyond her control and any periods explicitly indicated on the website during which no orders will be dispatched. All orders will be presented for shipment, subject to availability, after payment has been received. In the case of a standard parlAmore, this will occur within 2 (two) working days; in case of *My parlAmore by name*, this will be presented for shipment within 10 (ten) working days and in case of *My personal parlAmore*, this will be presented within 5 (five) working days after Marian van Essen has received customer's button. Actual delivery will be performed by a professional delivery service. The delivery date of each order will therefore depend partly on the performance of the carrier. Information on the carrier can be found on the site under 'Delivery'. If the customer/recipient wishes to use another delivery service, he/she must pay the full costs of that service, and there will be no refund of the shipping costs included in the purchase price. The delivery of orders outside the Netherlands can take longer. The statements made here concerning delivery and delivery times apply only to orders placed directly with parlAmore. For information on delivery times for orders from retailers, please contact the retailer directly.

7. **Responsibility for damage caused prior to delivery** Ordered goods will be transported at Marian van Essen's risk. Risk will transfer to the customer at the moment of delivery, or at the moment that can reasonably be regarded as delivery, except for such liability as Marian van Essen may not by law exclude.

8. **Cancellation** An order may be cancelled before payment is received. An order for a standard parlAmore may be cancelled before it is shipped. An order for a *My parlAmore by name* for which payment has been received may not be cancelled. To cancel, the customer must send an email to [info@parlamore.com](mailto:info@parlamore.com) stating that he/she wishes to cancel and quoting the order number. Cancellation will be confirmed by email. In the event of cancellation of a standard parlAmore after payment has been received but before the item has been presented for shipment, the payment will be refunded to the account from which it was paid within ten working days. If the customer cancels after the item has been presented for shipment or has already been delivered, the entire order must be returned to Marian van Essen within eight days of receipt. The items must be returned entirely at the expense and risk of the customer. On cancellation, the customer will be refunded the amount paid less the proportion of the shipping costs paid by Marian van Essen. Marian van Essen reserves the right to refuse returned items or to refund only a portion of the amount paid if the item ordered has been used, is damaged or is not received in its original state and packaging.

9. **Warranty** Marian van Essen guarantees that the products supplied meet the specifications stated on the website, except for any such differences in colour or irregularities as may occur in handmade items and natural materials such as gemstones. Marian van Essen will refund the full purchase price if the products are found to be unsatisfactory or to differ from the products ordered. The customer/recipient may also request that Marian van Essen repair, replace or supply any missing items. The customer/recipient must inform Marian van Essen, by letter or by email, within a reasonable time of discovering such a fault, and at any rate within 14 days of receipt of the goods. Unannounced returns will be refused. All refunds will be made as soon as possible, and at any rate within 14 days of receipt by Marian van Essen of the returned goods. If, in the opinion of Marian van Essen, a returned product has sustained damage due to inappropriate treatment or negligence on the part of the customer/recipient or otherwise at the customer's/recipient's risk, Marian van Essen will inform the customer/recipient accordingly, after which Marian van Essen may return the product to the customer/recipient at his/her expense.

10. **Exchange** A standard parlAmore and My personal parlAmore may be exchanged. My parlAmore by name may not be exchanged, except for the mourning button itself and the cushion. In order to exchange an item, the customer must send an email to [info@parlamore.com](mailto:info@parlamore.com) stating that he or she wishes to exchange the item, and quoting the order number. The exchange will be confirmed by email. The order or mourning button to be exchanged must be returned to Marian van Essen within eight working days of receipt. The desired alternative item will be presented for shipment within three working days of receipt.

11. **Liability** Marian van Essen shall at no time be held liable for consequential damage.

12. **Reservations** Marian van Essen will do her best to keep the website as up-to-date as possible. It may however be that one of the components is no longer available. In that case, she will contact the customer as soon as possible. Marian van Essen shall not be required to meet her obligations arising from the contract if this has become impossible due to circumstances beyond her control. The contract will then be declared null and void. Circumstances beyond her control relating to the contract shall be taken to refer to that which is stipulated in the written law and in case law.

13. **Privacy** All personal details will be used exclusively for the completion of the order and for the management of customer relations. Personal details will never be made available to third parties.

14. **Governing law** All contracts and any disputes arising in connection therewith shall be subject to Dutch law and the Dutch courts shall have executive jurisdiction.

15. **Copyright and trademark parlAmore®©** The name, concept, design and website of parlAmore are the property of Marian van Essen Atelier voor Kunst en Ontwerp in Amsterdam. No part of them may be copied, stored and/or distributed without her written permission. parlAmore is a registered trademark under registration number 1126992.

16. In case of differences in interpretation of these Terms & Conditions due to the translation the Dutch version will be leading the Dutch version has priority.

2009 Subject to amendment.