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Article 1 – Definitions

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

1. Grace period: The period within which the consumer can make use of his right of withdrawal;
2. Consumer: the natural person who is not acting in the exercise of a profession or business and enters into a distance agreement with Classic Fabrics;
3. Day: calendar day;
4. Duration transaction: a remote agreement relating to a series of products and / or services of which the delivery and / or purchase obligation is spread over time;
5. Durable data carrier: every means that enables the consumer or entrepreneur to store information that is addressed to him personally, in a way that makes future consultation and unaltered reproduction of the stored information possible.
6. Right of withdrawal: the possibility for the consumer to waive the distance contract within the cooling-off period;
7. Model form: the model form for withdrawal made available by Classic Fabrics which a consumer can fill in when exercising his right of withdrawal.
8. Entrepreneur: the natural or legal person who offers products and/or services to consumers from a distance;
9. Distance contract: an agreement whereby in the context of a system organized by Classic Fabrics for the distance selling of products and/or services, up to and including the moment that the agreement is concluded, exclusive use is made of one or more techniques for distance communication;
10. Technique for distance communication: means that can be used for the conclusion of an agreement, without the consumer and entrepreneur being together in the same place at the same time.
11. General Conditions: the present General Conditions of Classic Fabrics.

Article 2 – Identity of Classic Fabrics

Classic Fabrics
Minstreelpad 63
3766 BS Soest, Netherlands

E-mail address: info@classicfabrics.nl
Chamber of Commerce number: 76319598
VAT-identificationnumber: NL003074318B73

Article 3 – Applicability

1. These general conditions apply to any offer made by Classic Fabrics and to any distance agreement concluded and orders placed between the business and the consumer.
2. Before the distance agreement is concluded, the text of these general conditions will be made available to the consumer. If this is not reasonably possible, prior to the conclusion of the distance agreement, it shall be stated that the general conditions can be inspected at Classic Fabrics and that they will be sent free of charge to the consumer as soon as possible at the consumer's request.
3. If the distance agreement is concluded electronically, then, contrary to the previous paragraph, and before the distance agreement is concluded, the text of these general conditions may be made available to the consumer by electronic means in such a way that it can easily be stored by the consumer on a durable data carrier. If this is not reasonably possible, prior to the conclusion of the distance selling agreement, it will be indicated where the general terms and conditions can be viewed electronically and that they will be sent to the consumer free of charge, at his request, either electronically or in some other way.
4. In case specific product- or service conditions apply in addition to these general conditions, the second and third paragraphs apply accordingly and the consumer can always rely on the applicable provision that is most favourable to him in case of conflicting general conditions.
5. If one or more provisions in these general terms and conditions are null and void or annulled in part or in full at any time, the agreement and these terms and conditions will remain in force for the rest and the provision in question will be replaced without delay, in mutual consultation, by a provision that approaches the scope of the original provision as closely as possible.
6. Situations not covered by these general terms and conditions must be assessed 'in the spirit' of these general terms and conditions.
7. Any lack of clarity regarding the interpretation or content of one or more provisions of our terms and conditions must be interpreted 'in the spirit' of these general terms and conditions.

Article 4 – The offer

1. If an offer is of limited duration or is made subject to conditions, this shall be expressly stated in the offer.
2. The offer is without obligation. Classic Fabrics has the right to change and adapt the offer.
3. The offer contains a complete and accurate description of the products and/or services offered. The description is sufficiently detailed to allow a proper assessment of the offer by the consumer. If Classic Fabrics uses pictures, they are a true representation of the offered products and/or services. Obvious mistakes or obvious errors in the offer do not bind Classic Fabrics.
4. All images, specifications and data in the offer are indicative and cannot be a reason for compensation or dissolution of the contract.
5. Images of products are a true representation of the products offered. The Entrepreneur cannot guarantee that the colours shown correspond exactly to the actual colours of the products.
6. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to accepting the offer. This concerns in particular:
 - the price including taxes;
 - the possible costs of shipment;
 - the way in which the agreement will be brought about and which actions are required for this;
 - whether or not the right of withdrawal is applicable;
 - the method of payment, delivery and implementation of the agreement;
 - the period for accepting the offer, or the period within which Classic Fabrics guarantees the price;
 - The level of the rate of distance communication if the costs of using the technique of distance communication are calculated on a basis other than the regular basic rate for the means of communication used;
 - whether the agreement is archived after its conclusion and, if so, in what way it can be consulted by the consumer;
 - the manner in which the consumer, before concluding the contract, can check the data provided by him in the context of the contract and, if desired, correct them;
 - The possible other languages in which, besides Dutch, the agreement can be concluded;
 - The codes of conduct to which Classic Fabrics is subject and the manner in which the consumer can consult these codes of conduct electronically; and
 - the minimum duration of the distance agreement in the event of an extended transaction.

Article 5 - The Agreement

1. The agreement comes into being, subject to that which is stipulated in paragraph 4, at the moment at which the consumer accepts the offer and fulfils the conditions laid down.
2. If the consumer has accepted the offer electronically, Classic Fabrics will immediately confirm by electronic means the receipt of the acceptance of the offer. As long as the receipt of this acceptance has not been confirmed by Classic Fabrics, the consumer can dissolve the agreement.
3. If the agreement is concluded electronically, Classic Fabrics will take appropriate technical and organizational measures to protect the electronic transfer of data and will ensure a safe web environment. If the consumer is able to pay electronically, Classic Fabrics will take appropriate safety measures.
4. Classic Fabrics can - within legal limits - 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 agreement. If, on the basis of this examination, Classic Fabrics has good reason not to enter into the agreement, he is entitled to refuse an order or request while giving reasons, or to attach special conditions to the execution.
Classic Fabrics will send the following information with the product or service to the consumer, in writing or in such a way that the consumer can store it in an accessible way on a durable data carrier:
 - a. the visiting address of the Classic Fabrics branch where the consumer can lodge complaints;
 - b. the conditions under which and the way in which the consumer may make use of the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
 - c. the information on guarantees and existing after-sales service;
 - d. the information specified in Article 4 paragraph 3 of these conditions, unless Classic Fabrics has already provided this information to the consumer prior to the execution of the agreement;
 - e. the requirements for cancelling the agreement if the agreement has a duration of more than one year or is indefinite.
5. In the event of an extended transaction, the provision in the previous paragraph shall apply only to the first delivery.
6. Every agreement is entered into under the suspensive conditions of sufficient availability of the products concerned.

Article 6 - Right of withdrawal

On delivery of products:

1. When purchasing products, the consumer has the possibility of dissolving the agreement without giving reasons during a period of 14 days. This cooling-off period commences the day after receipt of the product by the consumer or a previously designated by the consumer and announced to Classic Fabrics representative.
2. During the cooling-off period, the consumer will treat the product and its packaging with care. He will only unpack or use the product to the extent necessary to judge whether he wishes to keep the product. If he exercises his right of withdrawal, he shall return the product to Classic Fabrics with all accessories supplied and - if reasonably possible - in the original condition and packaging, in accordance with the reasonable and clear instructions provided by Classic Fabrics.
3. When the consumer wishes to make use of his right of withdrawal, he is obliged to inform Classic Fabrics of this within 14 days of receiving the product. The consumer must make this known by means of the model form. After the consumer has made known that he wishes to make use of his right of withdrawal, the customer must return the product within 14 days. The consumer should prove that the delivered goods have been returned in time, for example by means of a proof of shipment.
4. If the customer has not indicated that he wishes to exercise his right of withdrawal or has not returned the product to Classic Fabrics after the expiry of the periods specified in paragraphs 2 and 3, the purchase is a fact.

In case of provision of services:

5. When providing services, the consumer has the option of dissolving the contract without giving reasons for a period of at least 14 days starting on the day of entering into the contract.
6. To make use of his right of withdrawal, the consumer will follow the reasonable and clear instructions provided by Classic Fabrics at the time of the offer and/or at the latest at the time of delivery.

Article 7 – Costs in the event of withdrawal

1. If the consumer makes use of his right of withdrawal, he shall bear no more than the cost of returning the goods.
2. If the consumer has paid an amount, Classic Fabrics will refund this amount as soon as possible, but at the latest within 14 days after the withdrawal. This is subject to the condition that the product has already been received by Classic Fabrics or conclusive evidence of the complete return can be provided. Repayment will be made via the same payment method used by the consumer, unless the consumer expressly agrees to a different payment method.
3. If the product is damaged due to careless handling by the consumer himself, the consumer is liable for any reduction in value of the product.
4. The consumer cannot be held liable for any reduction in the value of the product if Classic Fabrics has not provided all the information required by law regarding the right of withdrawal; this must be done prior to the conclusion of the sales contract.

Article 8 – Exclusion of the right of withdrawal

1. Classic Fabrics can exclude the right of withdrawal of the consumer for products as described in paragraphs 2 and 3.
2. The exclusion of the right of withdrawal only applies if Classic Fabrics has clearly stated this in the offer, or at least in good time prior to the conclusion of the agreement.
3. Exclusion of the right of withdrawal is only possible for products
 - a. that have been made by Classic Fabrics in accordance with the specifications of the consumer;
 - b. which are clearly personal in nature;
 - c. which cannot be returned due to their nature
 - d. which spoil or age quickly;
 - e. the price of which is subject to fluctuations in the financial market over which Classic Fabrics has no influence;
 - f. for individual newspapers and magazines;
 - g. for audio- and video-recordings and computer software of which the consumer has broken the seal
 - h. for hygienic products of which the consumer has broken the seal
4. Exclusion of the right of withdrawal is possible only for services
 - a. concerning accommodation, transport, restaurant business or leisure activities to be performed on a certain date or during a certain period;
 - b. of which the delivery has started with the express consent of the consumer before the period for reflection has expired;
 - c. relating to betting and lotteries.

Article 9 – 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, Classic Fabrics may offer products or services whose prices are subject to fluctuations in the financial market over which Classic Fabrics has no control, at variable prices. This link to fluctuations and the fact that any prices mentioned are target prices will be stated with the offer.
3. Price increases within 3 months after the conclusion of the agreement are only allowed if they are the result of statutory regulations or provisions.
4. Price increases from 3 months after the conclusion of the agreement are only allowed if Classic Fabrics has stipulated it and:
 - a. they are the result of legal regulations or stipulations; or
 - b. the consumer is authorized to cancel the agreement from the day on which the price increase takes effect.
5. The prices mentioned in the offer of products or services include VAT.
6. All prices are subject to printing and typesetting errors. No liability is accepted for the consequences of misprints and typesetting errors. In the event of printing and typesetting errors, Classic Fabrics is not obliged to supply the product at the incorrect price.

Article 10 – Compliance and Warranty

1. Classic Fabrics guarantees that the products and/or services meet the agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or serviceability and the existing statutory provisions and/or government regulations on the date of the conclusion of the agreement. If agreed, Classic Fabrics also guarantees that the product is suitable for other than normal use.
2. A guarantee issued by Classic Fabrics, manufacturer or importer does not diminish the legal rights and claims the consumer may exercise against Classic Fabrics under the agreement.
3. Any defects or wrongly delivered products should be reported to Classic Fabrics in writing within 2 months of delivery. The products must be returned in their original packaging and in new condition.
4. The warranty period of Classic Fabrics corresponds with the manufacturer's warranty period. However, Classic Fabrics 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 modified the delivered products himself or has had them repaired and/or modified by third parties;
 - The delivered products have been exposed to abnormal conditions or are otherwise carelessly handled or are contrary to the instructions of Classic Fabrics and/or the instructions on the packaging;
 - The inadequacy is wholly or partially the result of governmental regulations which have been or will be imposed on the nature or quality of the materials used.

Article 11 – Delivery and execution

1. Classic Fabrics will take the utmost care when receiving and executing product orders and in assessing requests for the provision of services.
2. The place of delivery is the address which the consumer has made known to the company.
3. Subject to what is stated in paragraph 4 of this article, the company will execute accepted orders expeditiously but not later than within 30 days, unless the consumer has agreed to a longer delivery period. If the delivery has been delayed, or if an order cannot be filled or can be filled only partially, the Consumer shall be informed about this within 30 days after the order was placed. In that case, the consumer has the right to dissolve the agreement free of charge. The consumer is not entitled to compensation.
4. All delivery periods are indicative. The consumer cannot derive any rights from any delivery dates mentioned. Exceeding a term does not entitle the consumer to compensation.
5. In the event of dissolution in accordance with paragraph 3 of this article, Classic Fabrics will refund the consumer with the amount paid as soon as possible, but at least within 14 days of dissolution.
6. If delivery of an ordered product proves impossible, Classic Fabrics will make every effort to provide a replacement article. No later than at the time of delivery, it will be reported in a clear and comprehensible manner that a replacement article is being delivered. For replacement articles the right of withdrawal cannot be excluded. The cost of any return shipment is borne by Classic Fabrics.
7. The risk of damage and/or loss of products rests with Classic Fabrics until the moment of delivery to the consumer or a representative designated in advance and made known to Classic Fabrics, unless expressly agreed otherwise.

Article 12 – Continuing transactions: duration, termination and renewal

Termination

1. The consumer may terminate a contract for an indefinite period, which extends to the regular delivery of products (including electricity) or services at any time, subject to the agreed termination rules and a notice of up to one month.
2. The consumer may terminate a fixed-term contract that was concluded for the regular supply of products (including electricity) or services at any time at the end of the fixed term in compliance with the applicable termination rules and a period of notice that does not exceed one month.
3. The consumer can cancel the agreements mentioned in the previous paragraphs:
 - terminate them at all times and not be limited to termination at a specific time or during a specific period;
 - at least cancel in the same way as they were entered into by him;
 - always give the same notice as Classic Fabrics has stipulated for itself.

Extension

1. A contract for a definite period of time, which 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. Contrary to the previous paragraph, a fixed-term contract that has been concluded for the regular supply of daily or weekly newspapers and magazines may be tacitly renewed for a maximum period of three months, if the consumer has the right to terminate this renewed contract at the end of the renewal period, with a period of notice that does not exceed one month.
3. A fixed-term contract that has been concluded for the regular supply of products or services may only be automatically prolonged for an indefinite period of time if the consumer has at all times the right to terminate, with a period of notice that does not exceed one month and a period that does not exceed three months if the contract is to regularly supply daily or weekly newspapers or magazines, but less than once a month.
4. An agreement with a limited duration for the regular supply, by way of introduction, of daily or weekly newspapers and magazines (trial or introductory subscription) shall not be tacitly continued and shall end automatically at the end of the trial or introductory period.

Duration

1. If a contract has a duration of more than one year, after one year the consumer may at any time terminate with a notice of up to one month, unless reasonableness and fairness dictate otherwise.

Article 13 – Payment

1. As far as no other date has been agreed, sums payable by the consumer should be paid within 7 working days after the start of the reflection period, as referred to in article 6, paragraph 1. In case of an agreement for the provision of a service, this period starts after the consumer has received the confirmation of the agreement.
2. The consumer has the duty to immediately report any inaccuracies in payment data provided or mentioned to Classic Fabrics.
3. In the event of non-payment by the consumer, Classic Fabrics has the right, subject to legal restrictions, to charge the consumer for any reasonable costs previously announced to the consumer.

Article 14 – Complaints procedure

1. Classic Fabrics has a sufficiently publicized complaints procedure and handles the complaint in accordance with this complaints procedure.
2. Complaints about the execution of the agreement should be made to Classic Fabrics within 2 months, fully and clearly described, after the consumer has identified the defects.
3. Complaints submitted to Classic Fabrics will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeably longer processing time, Classic Fabrics will respond within the 14-day period with a notice of receipt and an indication of when the consumer can expect a more detailed answer.
4. If the complaint cannot be solved in mutual consultation, a dispute arises that is subject to the dispute settlement procedure.
5. In the event of complaints, a consumer should first of all contact Classic Fabrics. It is also possible to submit complaints via the European ODR platform (<http://ec.europa.eu/odr>).
6. A complaint does not suspend the obligations of Classic Fabrics, unless Classic Fabrics indicates otherwise in writing.
7. If a complaint is found to be justified by Classic Fabrics, Classic Fabrics shall at its option either replace or repair the delivered products free of charge.

Article 15 – Disputes

1. Agreements between Classic Fabrics and the consumer to which these general conditions apply are governed exclusively by Dutch law. Also if the consumer lives abroad.
2. The Vienna Sales Convention shall not apply.

Article 16 – Additional or different provisions

Additional provisions or provisions that deviate from these general terms and conditions may not be to the detriment of the consumer and must be recorded in writing or in such a way that the consumer can store them in an accessible manner on a long-term data carrier.

Please complete and return this form only if you wish to withdraw from the contract.

I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods/
provision of the following service (*):

Ordered on (DD-MM-YYY):

Order number:

Received on:

Name(s) of consumer(s):

Address of consumer(s):

IBAN Account number:

Signature of consumer(s) (only if this form is notified on paper)

Date (DD-MM-YYY):