



MadeBySoraya Terms & Conditions, version May 2020

Introduction

MadeBySoraya is a design studio in Blaricum specialising in, but not limited to creating digital magazines, e-learning, graphic design and websites. It is referred to hereinafter as MadeBySoraya.

ArtBySoraya, a trading name of MadeBySoraya, is an art studio in Blaricum specialising in making and selling various types of art. It is referred to hereinafter as MadeBySoraya.

Art-Cademy, a trading name of MadeBySoraya, is a website specialising in, but not limited to, developing, selling and giving online and other workshops and the development and selling of its own products. It is referred to hereinafter as **MadeBySoraya**.

MadeBySoraya offers its products and services under the following terms and conditions

These terms and conditions are always applicable if you make use of MadeBySoraya's services and/or products and are important for you as Client. Read them carefully. We also advise you to save or print them so that you can refer to them later.

Definitions

1. 'MadeBySoraya' is S. Hamming, living in Blaricum and registered at the Chamber of Commerce under number 28093211, also trading under the names ArtBySoraya and Art-Cademy. 'MadeBySoraya' can also be a mandatory.
2. The 'Client' is the person or legal entity, whether acting in the exercise of his or her profession or conduct of his or her business or not, on whose instructions, and/or on whose behalf, work is carried out by MadeBySoraya, in the broadest sense of the word, who has at least made known that he, she or it gives instructions. The Client can also be a mandator.
3. 'Customer' is the person or legal entity, whether acting in the exercise of his or her profession or conduct of his or her business or not, which receives goods or services from MadeBySoraya. The Customer can also be the Client.
4. 'Service' is each separate provision of services by MadeBySoraya, but not limited to any of the work activities stated in the contract.
5. 'Content' is the content or final result of a service or product, such as, but not limited to, a web page, e-mail, database, e-learning, digital magazine or workshop;
6. 'Digital content' is details in digital form that have been produced and supplied;
7. 'Terms and Conditions' are the Terms and Conditions addressed here.
8. 'Background intellectual property (Background IP)' is each intellectual property right that has been created, invested, written or developed by its owner and is owned or has been made by the owner before the date of the contract.
9. 'Product' is everything made available or supplied by or via MadeBySoraya, whether paid for or not.
10. 'Participant' is the person submitted by the Client or Customer, or the person who has submitted him- or herself for participation in a Service to be provided by MadeBySoraya.
11. 'Consumer' is a Customer who has entered into a contract with MadeBySoraya but not acting in the course of his or her profession or business.
12. 'Party' is both MadeBySoraya and the Client.

1. Applicability

- 1.1 These terms and conditions are applicable to all offers made by MadeBySoraya, contracts and the performance of various actual and legal acts. A copy of these terms and conditions can be downloaded free of charge from the website <https://www.art-cademy.nl/general-terms-and-conditions/?lang=en>. They can also be posted to you, also free of charge, immediately on request. The applicability of any other terms and conditions are expressly rejected.
- 1.2 If one or more provisions of these terms and conditions are invalid or are declared invalid, either fully or partially, at any time, the rest of the provisions of these terms and conditions remain fully applicable. In



such circumstances the Parties will consult with each other to agree new provisions to replace the provisions that are invalid or declared invalid, taking the purpose and purport of the original provisions into account as far as that is possible.

- 1.3 If instructions or the intention of instructions are given via a third party, whether an advertising agency or otherwise, both the person on whose behalf the instructions are carried out as the third party will be regarded as the Client. Both will be jointly and severally liable for all obligations arising from a contract or intention to enter into a contract with MadeBySoraya.
- 1.4 The terms and conditions consist of a general part and a number of special parts. The general part, comprising articles 1 to and including 17 of these terms and conditions, applies to offers made, and contracts entered into, by MadeBySoraya.
 - Whether the offers or contracts entered into also include or are restricted to: the performance by MadeBySoraya of the instructions given to it, then the provisions of the special part I as referred to in article 19 are also applicable in addition to the general part;
 - the sale and provision of services remotely (distance selling) by MadeBySoraya, then the provisions of the special part II as referred to in articles 20 to and including 31 are also applicable in addition to the general part;
 - the sale of art by MadeBySoraya, then the provisions in the special part III as referred to in articles 32 to and including 26 are also applicable in addition to the general part;
 - giving workshops and courses on site by MadeBySoraya, then the provisions in the special part IV as referred to in article 37 are also applicable in addition to the general part;
- 1.5 If there is a conflict between the special part and the general part, then the provisions from the applicable special part will prevail. If there is a conflict between the terms and conditions as laid down in the contract and the general terms and conditions, then the terms and conditions as laid down in the contract will prevail. Terms and conditions can also complement each other where applicable.
- 1.6 The Client who enters into the contract with the aim of allowing a Participant to take part in a Service provided by MadeBySoraya, guarantees to supply these terms and conditions to the Participant and to declare that they apply back to back.

2. Offer and acceptance

- 2.1 Any offer made by MadeBySoraya is without obligation. A contract comes into being when an offer is made and it is accepted.
- 2.2 The prices stated in an offer are exclusive of VAT and any other duties imposed by the government, any costs incurred in the context of the contract, including travel and accommodation, and delivery and administrative costs, unless stated otherwise.
- 2.3 Unless otherwise agreed, any offer sent by MadeBySoraya remains valid for 30 days.
- 2.4 An initial, orientational consultation is free of charge.
- 2.5 MadeBySoraya is entitled to charge for substantial offers even if the offer does not lead to instructions being given. A substantial offer is one on which more than two hours of work has been spent including any verbal explanation of the offer.
- 2.6 Irrespective of whether the Client pays for the offer, the proposals contained in the offer remain the property of MadeBySoraya.



3. Performance of the contract

- 3.1 MadeBySoraya is permitted to allow certain work to be performed by third parties. The application of Sections 7:404, 7:407(2) and 7:409 of the Dutch Civil Code is expressly excluded.
- 3.2 MadeBySoraya is entitled to perform the contract in different phases and to invoice each completed phase separately.
- 3.3 If goods or services are purchased by MadeBySoraya in order to perform the contract then MadeBySoraya acts as mandatary. The purchase concerned is entirely at the expense and risk of the Client (the mandator) The purchase, sales and any other terms and conditions of the original supplier or service provider are applicable to the contract between MadeBySoraya and its Client back to back.

4. Client obligations

- 4.1 The Client is obliged to provide all details, not limited to information, knowledge and changes, in their entirety, at the first request and on time, to MadeBySoraya, that it has indicated are necessary, or which the Client can reasonably be expected to know are necessary, for the correct performance of the contract. The above also applies even if the details come from third parties.
- 4.2 The Client guarantees the correctness and completeness of the aforesaid details. MadeBySoraya is in no way responsible in this respect.

5. Duration of the contract and termination

- 5.1 Both parties have the right to terminate the contract as long as cancellation is in compliance with the provisions in this article, where termination must always occur by the end of the month.
- 5.2 Notice of termination for open contracts is three months.
- 5.3 Contracts that are in principle fixed term, but which are extended automatically, are also subject to a notice of termination of three months by the end of the month prior to the end of the extension period.
- 5.4 Fixed-term contracts cannot be prematurely terminated.
- 5.5 Parties remain free to agree another period of notice if circumstances justify it.
- 5.6 Each of the parties is entitled to dissolve the contract if:
 - there is a breach of trust;
 - continuation of the contract is not reasonable or fair.

6. Interim changes to instructions

- 6.1 Costs that arise as a consequence of any changes whatsoever to the original instructions that are made in writing or verbally by or on behalf of the Client will be charged to the Client.
- 6.2 Changes that are made to the final form by the Client may lead to the delivery period that was agreed before the changes being exceeded by MadeBySoraya. Any such delay is at the Client's own risk and expense.
- 6.3 Instructions can only be cancelled in writing. If instructions are cancelled, the Client must pay all costs in their entirety that have been incurred for:
 - project specific investments that have already been made
 - mobilisation and demobilisation of employees and/or collaborators and materials
 - work preparation

Where the costs are based on all work related to the initial contract;
including any changes that have been made from the first moment of the request.

7. Exemption and liability

- 7.1 All of MadeBySoraya's obligations qualify as obligations to perform to the best of its ability. MadeBySoraya shall, indeed, act to the best of its ability. An obligation to achieve a result shall only apply if it has been agreed in writing.
- 7.2 All acts and work including the provision of advice are at the Client's own risk and expense unless otherwise stated.
- 7.3 MadeBySoraya is not responsible for the costs, damage or interests that may arise as a direct or indirect consequence of:
 - force majeure;



- mistakes made by third parties engaged by MadeBySoraya or employees or third parties engaged by the Client;
- mistakes and/or defects in a design that were not identified by the Client when approving the design.

- 7.4 Insofar as any liability attaches to MadeBySoraya by reason of the service, that liability is limited to three times the invoice value of the instructions in question, or if it is part of the instructions, three times the invoice value of the part instructions in question, or if there is monthly invoicing, the invoice value of the month in question up to a maximum of three months.
- 7.5 Both parties are not liable for each other's consequential loss or damage, unless it has been caused deliberately or by gross negligence.
- 7.6 Notwithstanding the provision in article 7.4, MadeBySoraya's liability is limited in all circumstances to € 500,000.

8. Copyright

- 8.1 Parties guarantee a royalty-free license for the use, copying, changes, amendments and delivery of the background intellectual property provided by them to the extent that it is necessary to provide the services in accordance with the provisions and terms and conditions of the contract.
- 8.2 If additional terms and conditions are applied to the background intellectual property by a third party, the party providing the background intellectual property must inform the party receiving the intellectual property, and that intellectual property may only be used in accordance with the terms and conditions provided and the reasonable instructions of the party providing the intellectual property.
- 8.3 The party receiving the background intellectual property acknowledges, besides the license that is granted in accordance with article 8.1, that they do not have any right, title or interest in the background intellectual property provided and that it must not be used for any purpose other than that for which the contract has been entered into.
- 8.4 Unless explicitly otherwise agreed in writing, all existing and new background intellectual property rights in respect of everything made by MadeBySoraya, such as, but not limited to the content, images, media, downloads and workshops delivered remain with MadeBySoraya, even if they arise out of the background intellectual property supplied by the Client.
- 8.5 As a supplier of texts and other content in the sense of the Copyright Act, MadeBySoraya grants an exclusive license for the once only right to publish or use them and for the agreed purpose only. Any other use will only be permitted if a supplementary contract is entered into with MadeBySoraya. This also applies if the text is placed in any medium other than that for which it, according to Client instructions, was written.
- 8.6 MadeBySoraya always retains its copyright even after the exclusive licensing as referred to in article 8.5.
- 8.7 Attribution is obligatory for works subject to copyright. If there are strong objections to this, the Client must make them known to MadeBySoraya when instructing it and MadeBySoraya must accept these objections in writing beforehand in order to leave out any attribution. The fact that attribution in certain circumstances is unusual is not a strong objection. MadeBySoraya may require that there is no attribution or that a pseudonym is used.
- 8.8 If a change is made to a product supplied without the approval of MadeBySoraya, MadeBySoraya is entitled to forbid the use of that product, in which case the Client is obliged to pay for work carried out until then. If this situation leads to the premature termination of the contract, MadeBySoraya is entitled to charge a quarter of the agreed order amount as compensation for the loss of income caused by the premature termination in addition to payment for work already undertaken.
- 8.9 If there is a breach of copyright, the Client is liable to pay compensation. Breach of MadeBySoraya's copyright includes, but is not limited to:
- publication of work for another purpose than agreed;
 - reuse of the work without permission;
 - impairment of the work;
 - publication without attribution;
 - resale of work without permission.
- 8.10 The Client is and remains the owner of the intellectual property rights to the content he or she supplies, such as images, texts, drawings, videos, etc.



8.11 Notwithstanding various provisions in these terms and conditions, the Client indemnifies MadeBySoraya entirely for all claims from third parties for any breach of their patent, brand or copyright or any other intellectual property right, unlawful act or imputable failure, arising out of, or connected to, the instructions carried out or the service delivered by MadeBySoraya. The Client indemnifies MadeBySoraya for any and all costs incurred in that respect, including the cost of any defence against such claims.

9. Force majeure

- 9.1 Force majeure here means all extraordinary circumstances, such as, but not limited to, computer failures that last longer than three hours, storm damage and other natural disasters, hindrance from third parties, transport hindrances in general, total or partial strikes, riots, war or threat of war here or in the country where the services originate, exclusions, loss or damage of services by transport to MadeBySoraya or the Client, failure of MadeBySoraya's suppliers to deliver services or a failure to deliver them on time, import and export prohibitions, complete or partial mobilisation, obstructive measures by any government, fire, faults and accidents in MadeBySoraya's operations or means of transport or third parties' transport, or the application of taxes or other government measures that change the circumstances. Force majeure releases MadeBySoraya from all its obligations to supply or perform without the Client having recourse to any right to compensation in any form or by any name. In these or similar situations, MadeBySoraya is entitled, at the exclusive choice of MadeBySoraya, to cancel or suspend performance of the contract until the situation of force majeure has ended.
- 9.2 MadeBySoraya shall not be liable for loss, damage or other costs as a consequence of suspending or cancelling the contract under the provisions of this article.

10. Publication

- 10.1 MadeBySoraya is not responsible for publication of the files supplied by it. Work of whatever nature carried out by MadeBySoraya arising out of help and support for publication that is not included in the contract, will be charged for by MadeBySoraya at the usual hourly rate.
- 10.2 If the Client makes amendments to the product completed or supplied by MadeBySoraya that is intended to be digitally uploaded, then MadeBySoraya is not responsible for these amendments or if the product no longer operates or no longer operates optimally. Any correctional work arising out of such amendments will be carried out at the applicable hourly rate.

11. Payment

- 11.1 Unless otherwise agreed in writing, the Client is obliged to make payment within 14 days of the invoice date.
- 11.2 Payment must be made to a bank account in the currency stated in the invoice.
- 11.3 MadeBySoraya is entitled to send interim invoices.
- 11.4 If payment is not made within the period stated in article 11.1, the Client is automatically in default and MadeBySoraya is free to exercise all of its rights and remedies. The Client will then also be liable to pay the statutory interest as provided in Section 6:119 and 6:119a of the Dutch Civil Code, as well as compensation of 15% of the invoice amount for internal or external work involved in debt collection.
- 11.5 The Client does not have the right to set off amounts or to suspend obligations arising out of the contract except with MadeBySoraya's permission.
- 11.6 If several Clients are involved in the contract, they are all jointly and severally liable.
- 11.7 If the costs incurred do not lead to the desired result in terms of aesthetics, turnover, leads, promotion, exposure or equivalent product, this will not lead to crediting any amount. It will in any case not release the Client from its obligations to pay MadeBySoraya.

12. Confidentiality and personal data

- 12.1 Both the Client and MadeBySoraya guarantee that all information that is received by the other party will be treated as confidential and shall remain secret.
- 12.2 MadeBySoraya will make every reasonable effort that can be expected from it to maintain the confidentiality of personal data.
- 12.3 Insofar as it is necessary, the processing of personal data with the description of its purpose is registered by MadeBySoraya at the Dutch Data Protection Authority.



- 12.4 In order to ensure the good execution of the Client instructions and/or insofar as it is required, the Client gives his or her permission for the use or processing of his or her personal data.
- 12.5 MadeBySoraya will not provide third parties with any personal data without the express permission of those concerned unless obliged to do so by law.
- 12.6 The Customer is entitled to request the full or partial deletion of his or her data. This request can only be met if the storage of the data is of no significant importance for another and the data do not need to be retained under any statutory regulation;
- 12.7 For questions about, for instance, registration or the purpose of registration of personal data, its use and/or submitting amendments or for objecting to its use or registration, the Client or those concerned must make contact in writing with MadeBySoraya's office in Blaricum.
- 12.8 For MadeBySoraya's privacy policy, see: <https://www.art-cademy.nl/privacy-policy/?lang=en>

13. Suspension and cancellation

- 13.1 MadeBySoraya is entitled to suspend the fulfilment of its obligations or to dissolve the contract, if:
- the Customer does not fully fulfil his or her obligations arising out of the contract
 - MadeBySoraya becomes aware of circumstances after entering into the contract that give it good reason to fear that the Customer will not fulfil his or her obligations. Any suspension is only permitted if the shortfall justifies it.
 - the Customer was requested at the time of entering into the contract to provide security for the fulfilment of his or her obligations and this security has not been forthcoming or is inadequate.
- 13.2 MadeBySoraya is also entitled to dissolve the contract / have the contract dissolved if circumstances arise of such a nature that fulfilment of the contract is impossible or cannot in all reasonableness and fairness be demanded or that circumstances arise of such a nature that maintenance of an unaltered contract cannot in all reasonableness and fairness be expected.
- 13.3 If the contract is cancelled, amounts owed by the Customer to MadeBySoraya will immediately become due and payable. If MadeBySoraya suspends the fulfilment of the obligations, it will retain its statutory and contractual claims.
- 13.4 MadeBySoraya will retain its right to pursue any claim for loss or damage

14. Penalty clause

If the Client contravenes one or more provisions, such as those in articles 8 and/or 12, the Client must pay a penalty of € 5,000 to MadeBySoraya for every contravention, increased by € 5,000 for every day that the contravention continues. The penalty is immediately due and payable without notice of default or other prior notice for the purposes of Section 6:80 of the Dutch Civil Code. This penalty becomes payable for both an imputable and non-imputable shortcoming without prejudice to any of MadeBySoraya's other rights or claims, including, in any case, the right to claim full compensation for loss or damage. The maximum penalty is € 2,500,000.

15. Evergreen clause

An evergreen clause has been included here to ensure that certain provisions remain valid even after the termination of the contract. The provisions of articles 8, 12, 14 and 15 will remain in force after the termination of the contract.

16. Amendment clause

MadeBySoraya is entitled to amend these general terms and conditions, in which case it will inform the Client in writing. The Client will then have the right to terminate the contract within two months of this notice. If there is no response within those two months, the changes will qualify as accepted and irrevocable.

17. Applicable law and competent court

- 17.1 Dutch law applies to every contract between the parties. Any conflict between the parties will be settled by the competent court in the district where MadeBySoraya has its place of business.
- 17.2 The Client will lose all rights if it does not institute any legal action against MadeBySoraya within 13 months of the conflict arising.



18. Contact

- 18.1 Questions and remarks in respect of privacy or MadeBySoraya's Service or Product can be submitted by the Customer by means of the online contact form on MadeBySoraya's website, by sending an e-mail to info@MadeBySoraya.nl, by post or by telephone.
- 18.2 MadeBySoraya will make contact with the Customer within five working days of receipt of the question or remark to discuss it or to ensure an adequate response in writing.
- 18.3 MadeBySoraya will endeavour to provide a solution that is mutually acceptable.

SPECIAL PART I, CONTRACT OF SERVICES

19. Exemption and liability

- 19.1 As the party who is an expert and most knowledgeable about the content, the Client is obliged to check the content and services supplied by MadeBySoraya for errors and inaccuracies before publication. The client is responsible and liable for the use, and for allowing the use, of the services supplied and/or work carried out by MadeBySoraya. The Client indemnifies MadeBySoraya against any claims from third parties that arise out of the use of services supplied, and/or work carried out, by MadeBySoraya.
- 19.2 MadeBySoraya is not liable for loss or damage as a consequence of programming errors, hacking by third parties and/or viruses.
- 19.3 The Client itself is entirely responsible for the hosting of the publication, technical maintenance and keeping it online.

SPECIAL PART II, DISTANCE SELLING

20. Offers / Contract

A contract is formed when an order confirmation is sent to the e-mail address given by the Customer.

21. Prices

- 21.1 The prices stated in quotations and offers are inclusive of VAT and other government duties. These prices do not include delivery costs unless stated otherwise.
- 21.2 Some prices may be special offers. Prices that are special offers may only be applicable for a certain period while stocks last. No claim can be made on these prices before or after the period of the special offer.
- 21.3 Information, images and statements by telephone or e-mail, and representations, etc. in respect of all offers and the most important characteristics of products are given or made as accurately as possible. MadeBySoraya can not be held liable for mistakes, such as obvious entry, typesetting or printing errors.
- 21.4 If the prices for the products and services offered increase in the period between the order and fulfilling it, the Customer can cancel the order or dissolve the contract within ten (10) days of the announcement of the price increase by MadeBySoraya.

22. Payments

- 22.1 Payment must be made in advance with one of the methods indicated during the ordering process. Further (payment/order) conditions may be attached to a Customer order. The conditions of the party who facilitates the chosen payment method also apply to the contract. After placing an order, you will receive confirmation by e-mail stating the total costs, including delivery costs. Payment must always be made in advance.
- 22.2 MadeBySoraya is free in the choice of payment methods it can offer and they may change from time to time.
- 22.3 Digital content on MadeBySoraya's website must be paid for online. After the successful payment, the product is supplied digitally by means of a download link.

23. Delivery



- 23.1 Orders are delivered as quickly as possible. In principle, MadeBySoraya endeavours to deliver orders within five (5) working days. The delivery times given are in no way binding unless expressly agreed otherwise. MadeBySoraya shall observe the delivery times as far as possible, but in the unlikely event of the delivery time being exceeded, MadeBySoraya will not be in breach of its contractual obligations.
- 23.2 The latest delivery time is thirty (30) days after placing the order, unless the delay cannot be attributed to MadeBySoraya. MadeBySoraya will inform you if, for any reason, the delivery time is going to be exceeded. If the maximum delivery time of thirty (30) days is going to be exceeded, MadeBySoraya will offer you the opportunity to dissolve the sales contract without charge. Any amounts already paid will then be repaid as quickly as possible and, in any case, within fourteen (14) days. MadeBySoraya cannot be held liable for any loss or damage as a consequence of the delivery time being exceeded.
- 23.3 Deliveries will be made to the address given by the Customer when the contract was entered into.
- 23.4 If an order cannot be carried out, or only partially, you will be informed as quickly as possible after the order has been placed.
- 23.5 Extra costs arising out of incomplete or incorrect details that have been provided will be charged to the Customer.
- 23.6 The Customer must inspect the product on delivery and report any defects within seven (7) days, preferably in writing or by e-mail. See the article on guarantee and conformity.
- 23.7 If the products are not received within seven (7) days of being sent, the Customer must make contact with MadeBySoraya, preferably in writing or by e-mail.

24. Retention of title

- 24.1 Title of the products delivered is only transferred to you once you have fulfilled all the obligations under any contract with MadeBySoraya. The risk related to the products is transferred to you once they have been delivered to the address given.
- 24.2 Bear in mind that the party responsible for delivering a package might deliver it to a neighbouring house. If you do not want this to happen, you must indicate that expressly in the comments in the ordering process.

25. Cancellation and return

An order can always be cancelled without charge up to a day (no less than 24 hours) before dispatch. If you cancel the order on the day of delivery, MadeBySoraya will have no choice but to charge for delivery costs incurred. You can cancel an order by e-mail (info@MadeBySoraya.nl). In order to process the cancellation you must provide your full name and order number. Your order cancellation will be confirmed by e-mail. If you have already paid for the cancelled order, MadeBySoraya will repay the amount as soon as possible.

26. Right of withdrawal

- 26.1 In addition to the other opportunities for cancellation as referred to in these Terms & Conditions, the Consumer has a statutory right of withdrawal. If the Consumer has entered into a contract via the website (or by means of other technology for remote (distance) communication), he or she is entitled to dissolve the contract within 14 days. These 14 days commence:
- on the day following receipt of the Product by the Consumer, or by a third party (but not the carrier) designated beforehand by the Consumer, or:
 - if the Consumer has ordered several Products in a single order, the day on which the Consumer, or a third party designated by the Consumer, receives the final part of the consignment. MadeBySoraya is entitled to refuse an order for several products with different delivery times;
 - if the delivery of a Product consists of different consignments or parts, the day on which the Consumer, or a third party designated by the Consumer, receives the final consignment or the last part;
 - on the day on which the contract to deliver a Service is entered into.
- 26.2 The Consumer can dissolve the contract by sending an e-mail to MadeBySoraya or a message via MadeBySoraya's website. The Consumer can also use the right to withdrawal form below in the terms and conditions and send it to MadeBySoraya. The Consumer can also make the withdrawal known in another unambiguous way.



- 26.3 If the Consumer makes use of the right to dissolve the contract (has not waived the right) and nonetheless makes use of a Service within the aforementioned 14 calendar days, then MadeBySoraya is entitled to charge for that use. The costs of use are pro rata, but at least 40% of the value of that Service.
- 26.4 The Consumer must treat the product and packaging with care during the cooling off period. They will unpack or use the product only to the extent needed to determine the nature, characteristics and operation of the Product. The principle is that the Consumer may only handle and inspect the Product as they would in a shop.
- 26.5 The Consumer will be held responsible for reductions in the Product's value as a result of the Product being handled in a way that exceeds the provisions of the previous paragraph.
- 26.6 If the Consumer makes use of the right to dissolve the contract, he or she must return the Product as quickly as possible and in any case, within 14 days. The Consumer shall return the Product to MadeBySoraya undamaged and complete with all the accessories supplied and in the original state and packaging where reasonably possible.
- 26.7 The Consumer shall bear any costs of sending the Product back.
- 26.8 If the Consumer exercises their right of withdrawal, any supplemental Contracts will also be automatically dissolved.

27. Costs of exercising the right of withdrawal

- 27.1 If the Consumer makes use of the right of withdrawal, the immediate costs for returning the Products shall be borne by him or her.
- 27.2 MadeBySoraya shall reimburse all payments made by the Consumer, including any delivery costs charged by MadeBySoraya for the returned Product, immediately and in any case, within 14 days after the day on which the Consumer exercised their right to withdraw, or partially withdraw, from the Contract. Unless MadeBySoraya offers to retrieve the Product itself, it may opt to delay repayment until it has received the Product, or until the Consumer shows that the Product has been sent back, whichever is earlier.
- 27.3 MadeBySoraya will use the same payment method as the Consumer to make repayment, unless the Consumer agrees to a different method. The Consumer will not be subject to any repayment charges.
- 27.4 If the Consumer chose a more expensive delivery method than the cheapest standard delivery, MadeBySoraya is not required to repay the additional cost of the more expensive delivery method.

28. Exclusions to the right of withdrawal

- 28.1 The right of withdrawal does not apply to Products:
- that have been made by MadeBySoraya in accordance with the Customer's specifications;
 - that are clearly of a personal nature;
 - that are of a nature that they cannot be returned.
- 28.2 The right of withdrawal does not apply to the supply of digital content on a tangible medium insofar as fulfilment was started with the express prior permission of the Consumer and he or she has declared that in so doing, they waive their right to dissolve the contract.
- 28.3 Similarly, the right of withdrawal does not apply to the supply of audio and video recordings and computer software where the seal has been broken after delivery.
- 28.4 The Consumer cannot avail him or herself of a right of withdrawal if it concerns a Service and the fulfilment was started with the express prior permission of the Consumer and he or she has declared that they waive their right to dissolve the Contract on fulfilment by MadeBySoraya.

29. Privacy

- 29.1 On a request for an offer/Instructions/an order/a purchase, MadeBySoraya will ask you to enter a number of details, such as your name, address, telephone number, e-mail address and bank details. This data enables MadeBySoraya to:
- process the Contract financially and administratively that the Customer and MadeBySoraya have entered into;
 - contact the Customer where necessary (to inform him or her of the progress of the order or to provide additional information about a course or workshop, for example);
 - to optimise the service provision that MadeBySoraya offers;
 - to offer you tailor-made information (direct marketing).



29.2 MadeBySoraya only processes personal data in accordance with the law. This means, among other things, that the data will only be processed for the purpose for which it was obtained and in an appropriate and careful way in accordance with the law and this article.

30. Communication, liability and proof

30.1 MadeBySoraya is not responsible for misunderstandings, corruption of data or information, delays or the inadequate transmission of orders or messages as a consequence of the use of the internet or any other means of communication between the Customer and MadeBySoraya, or between MadeBySoraya and third parties, insofar as they pertain to the relationship between the Customer and MadeBySoraya.

30.2 MadeBySoraya's administration counts as conclusive evidence of the existence, content and the performance of the contract with the Customer in any court proceedings.

31. Guarantee and conformity

31.1 In respect of new products, MadeBySoraya guarantees that on delivery, they will be free of defects in construction or material insofar as they follow from these guarantee provisions.

31.2 Used products that are supplied may show signs of use. The Customer can, however, assume that, on delivery, the product is safe and can be used for the purposes for which it is intended.

31.3 Without prejudice to MadeBySoraya's other rights, the guarantee does not apply if the product is used incorrectly, handled recklessly, is damaged or if it is used for a purpose for which it is not intended.

31.4 As soon as the product is delivered, the Customer must inspect it, or have it inspected, immediately and check whether the quality and quantity is in accordance with that which was agreed. The guarantee does not apply if the Customer does not complain within a reasonable period of time, which means immediately and in any case, no later than two months after the discovery of a defect.

31.5 If there is non-conformity, the Customer is entitled to be sent that which is missing. If sending that which is missing is not a solution, the Customer is entitled to repair. If repair is not a solution, the Customer is entitled to a replacement.

31.6 If replacement is not possible, because the product in question is no longer available, the Customer has the following options:

- MadeBySoraya supplies an equivalent product for an equal price;
- the Customer dissolves the contract.

31.7 If the Customer is better off as a consequence of the repair or replacement, then he or she must make a pro rata financial contribution. MadeBySoraya will in that case make a proposal.

31.8 Every product requires maintenance. Acts of, and parts for, maintenance are not covered by the guarantee.

SPECIAL PART III, ART SALES

32. Prices

32.1 The prices stated in quotations and offers are inclusive of VAT and other government duties. Delivery and handling charges are not included in the prices unless otherwise stated.

32.2 Once the contract has been entered into, the invoice will be sent to the Customer within five working days.

32.3 Payment for artworks must always be made in advance.

32.4 Unless agreed otherwise, offsetting is not permitted.

32.5 Information, images and statements by telephone or e-mail, and representations, etc. in respect of all prices and the most important characteristics of products are given or made as accurately as possible.

33. Delivery

33.1 Purchases should preferably be collected from MadeBySoraya. Personal delivery will be charged to the Customer.

33.2 The delivery time is normally no more than fifteen (15) working days after receipt of payment. Delivery times are indicative and are not strict deadlines.



- 33.3 If the artwork for whatever reason is not delivered on the thirtieth day after payment of the invoice at the latest, the Customer is entitled to dissolve the contract if it is terminated in writing by e-mail. If the Customer makes use of that right then MadeBySoraya will repay the amount paid by the Customer within fourteen days after receipt of the written notice to repay the amount, and such payment will be in full and final settlement.
- 33.4 If MadeBySoraya requires details from the Customer in order to fulfil the contract, the delivery time commences once these details have been provided by the Customer to MadeBySoraya.
- 33.5 The Customer is obliged to take any items bought when they are made available or given to him or her.
- 33.6 The Customer must inspect the work thoroughly on receipt for mistakes or defects and report them to MadeBySoraya within 24 hours. The absence of such a report means that the Customer acknowledges that he or she has received the work in good condition. If such mistakes or defects are present, MadeBySoraya will collect the work or have the work returned at its expense.
- 33.7 The risk of loss of, or damage to, the products that are the subject of the contract is transferred to the Customer the moment they are legally and/or actually delivered, when they are placed under the control of the Customer.
- 33.8 If an artwork cannot be delivered at the delivery address, the Customer must make contact with MadeBySoraya to make a new appointment to deliver it. Any extra costs incurred will be charged to the Customer.
- 33.9 Deliveries will be made to the address given by the Customer when the contract was entered into.

34. Sale of artworks

- 34.1 The actual colours of the works displayed on MadeBySoraya's website may vary. MadeBySoraya is not responsible for any differences.
- 34.2 If the Customer has commissioned an artwork, he or she is obliged to buy that work.
- 34.3 Once the Customer has received the artwork they ordered, he or she is entitled to dissolve the underlying contract with MadeBySoraya within fourteen (14) working days of receipt. The Customer does not have to give any reason for doing so. This is, however, not possible for custom-made artworks.
- 34.4 If the Customer wishes to dissolve the agreement under article 34.3 of these terms and conditions, he or she must make this known to MadeBySoraya in writing by e-mail or post. The Customer must then return the artwork - after consultation with MadeBySoraya - to an address given by MadeBySoraya. The Customer must then pay a contribution of 35 euros for the handling costs incurred. The Customer must also pay for returning the work to the address given by MadeBySoraya.
- 34.5 If the Customer has dissolved the contract with MadeBySoraya in accordance with articles 34.3 and 34.4 of these Terms and Conditions, MadeBySoraya will repay the amount paid by the Customer within fourteen (14) working days of receipt of the returned artwork.
- 34.6 MadeBySoraya reserves the right to refuse returned works of art or to only credit a part of the amount paid if there is a suspicion that an artwork has been damaged and it is the Customer's fault (other than MadeBySoraya's fault). The Customer is liable for any damage while the artwork is in his or her control. MadeBySoraya is entitled to have the damage repaired at the expense of the Customer and is permitted to deduct that cost from the amount already paid by the Customer without limiting MadeBySoraya's entitlement to seek compensation for the damage.
- 34.7 If an artwork is returned and in MadeBySoraya's judgement, it has been damaged by an act or negligence that can be attributed to the Customer or is in any case the responsibility of the Customer, MadeBySoraya shall notify the Customer in writing by post or e-mail. MadeBySoraya is entitled to deduct the reduction in the value of the artwork as a consequence of such damage from the amount to be refunded to the Customer.

35. Orders / communication

MadeBySoraya is in no way responsible for damage, delays or the inadequate transmission of orders or messages as a consequence of the use of the internet or any other means of communication between the Customer and MadeBySoraya, or between MadeBySoraya and third parties, insofar as they pertain to the relationship between the Customer and MadeBySoraya.



36. Complaints

- 36.1 Any complaint related to the delivery, quality or character of the artwork or any other complaint will be addressed by MadeBySoraya.
- 36.2 The Customer must make the complaint known to MadeBySoraya by post or e-mail in writing.
- 36.3 MadeBySoraya will endeavour to resolve the complaint within ten (10) working days. MadeBySoraya will inform the Customer in writing by post or e-mail.

SPECIAL PART IV, GIVING WORKSHOPS AND COURSES ON SITE

37. Workshops

- 37.1 Reservations for a workshop on site can be cancelled without charge up to one week before the start, after which 100% of the price will be charged.
- 37.2 If there are not enough registrations for a workshop on site, or if there is a situation of force majeure, MadeBySoraya is entitled to cancel the workshop. MadeBySoraya will inform the Participant as soon as possible whether and when the workshop to be given by MadeBySoraya will take place or if MadeBySoraya is terminating the Contract.
MadeBySoraya is not obliged to pay any compensation to the Participant because of the suspension or cancellation referred to in this article. If MadeBySoraya cancels the workshop completely and for reasons for which it itself is responsible, the Participant is entitled to repayment of the costs proportional to the cancellation.
- 37.3 MadeBySoraya is not responsible for damage to personal property or for personal injury or any form of loss or damage whilst participating in the workshops.
- 37.4 Final products of the workshops must not be used for commercial purposes. If in doubt, contact MadeBySoraya.
- 37.5 Unless otherwise agreed, MadeBySoraya will provide the facilities for the workshop on site, such as, but not limited to location, materials, refreshments and lunch.
- 37.6 MadeBySoraya is entitled to exclude a Participant if his or her behaviour or similar hinders the normal course of the workshop. The Participant will not be entitled to any refund.

MadeBySoraya

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Chamber of Commerce number 28093211 VAT number NL002287483B06
Bank NL19ABNA0848908619 (ABNAMRO)
Bank NL57ABNA0507976118 (ABNAMRO)
info@MadeBySoraya.nl
www.MadeBySoraya.nl



Withdrawal form

Only complete and return this form if you wish to withdraw from the Agreement.

Revocation is only possible within 14 days after purchasing the Service or the Product and if you have not waived the withdrawal at the start of the Agreement.

To MadeBySoraya

I hereby declare that I wish to revoke the Agreement regarding the purchase of the Product or the Service.

Description of the Product / Service:

Ordered on [date]:

Order number:

Customer name:

Customer Address:

Telephone number Customer:

Customer's signature:

(Only when this form is submitted on paper)

You can send this form to:

MadeBySoraya

Zuiderzeedreef 7

1261 WE Blaricum

Tel +31 612312092

Chamber of Commerce number 28093211 VAT number NL002287483B06

Or by e-mail to: info@MadeBySoraya.nl