

## Customer service

### To shop online

You can put the design furniture or accessory you want to buy in your shopping cart. Would you like to shop further at our webshop? No problem, you can leave the design furniture or accessory in your shopping cart. If you want to buy right away, click on 'Continue Shopping.' Upon receipt of your order, you will receive a confirmation of your order via your email.

### Payment

If you want to buy online, you pay directly in the safe environment of your bank the entire amount. All prices include VAT and are in Euro.

### Shipping, Delivery & Retrieval

For the delivery of your design furniture, we will contact you to determine if the dimensions of the furniture fit through the doors, stairways and to make an appointment for delivery. We deliver your furniture directly to your home and they are insured from door to door. If you want, we will take return the packaging. We will call you within 24 hours after your purchase to make an appointment for delivery and to inform you about the delivery costs. You have the right to turndown your purchase when the delivery costs are higher than your estimation was.

### Shipping costs accessories

For the shipping of accessories we use PostNL. As soon as we ship your design accessory, we will send you an email.

For design accessories (named 'Nice Things' in our webshop) with a price up to € 50 (and a maximum of 10 kilograms), you will pay € 4,95 shipping costs in the Netherlands. The shipment of accessories that can be shipped with PostNL above € 50 is free within the Netherlands. For shipments outside of the Netherlands you will receive a quote of the shipping costs.

### Delivery furniture to your home

Depending on on the weight, size, access to your home and the distance to The Hague our delivery services charge between € 70 and € 150 in the Netherland. YurtCollection offers worldwide shipping of small items and accessories. Please get in touch to request a quote for shipping costs.

### Pick up at YurtStore

You are welcome to pick up your design furniture and accessories at YurtStore. Please call us to make an appointment. Take your order confirmation and a valid ID. Please note that our shipping partners can not help loading the furniture when you come to collect it yourself in YurtStore.

### Change your purchase and your right of withdrawal

#### Change

If you want a change after your purchase, please contact [Info@yurtcollection.com](mailto:Info@yurtcollection.com) with subject: *Change purchase*. If possible, we will make the change.

#### Your right of withdrawal

You have the right to withdraw your purchase within 14 days without giving reasons. Send an email to [info@yurtcollection.com](mailto:info@yurtcollection.com) with the subject: withdrawal design furniture or accessory and order

code. You will then receive a return form. Together with the filled return form and the undamaged design accessory in the original packaging you can return it to us. The shipping costs are unfortunately for your account. After receiving the package in good condition, the purchase price will be refunded within 30 days. Learn about your rights when buying online:

<https://www.rijksoverheid.nl/onderwerpen/bescherming-van-consumenten>

Discounted items and items made specifically for you in a specific version can not be returned. If you prefer to see in advance a piece of furniture or accessory, you are welcome in the YurtStore in The Hague. If you let us know beforehand, we will make sure that we have it in YurtStore for you.

### **Complaints**

If you are not satisfied with your purchase, service or if you have other complaints, please do not hesitate to contact us. Your complaint will be processed immediately and resolved as soon as possible.

## **Privacy & Disclaimer**

### **Your privacy**

When you want to place a purchase online, you need to enter some personal information. This data is only used by YurtCollection to process and execute your purchase. Your information will not be provided to others. YurtCollection respects the privacy of all users of her site. We use the information solely to answer your questions as quickly as possible and make it available only to third parties involved in conducting your purchase. If you have any questions about our Privacy Policy, please contact us.

### **Disclaimer**

The YurtCollection site has been compiled with care, despite it is possible that we make mistakes. The information provided on this website is subject to change, including product specifications. The images shown are used for illustrative purposes only and may differ from the indicated products. On all our offers, invoices, quotes and agreements, our terms and conditions apply. Should it appear that on this site, inaccuracies appear in the data or if the information is no longer current, YurtCollection accepts no liability. YurtCollection is not responsible or liable for the content or information of third parties who have links to the YurtCollection site or are mentioned on the YurtCollection site.

# TERMS & CONDITIONS YURTCOLLECTION

## General

- 1.1 These Terms and Conditions apply to all agreements and offers for the supply of goods, the provision of services.
- 1.2 Terms and conditions that differ from these terms and conditions are binding only if they are explicitly confirmed by us in writing.
- 1.3 General terms of purchase of our customer do not apply, unless expressly confirmed by us in writing.

## Offers

- 2.1 All offers and offers of YurtCollection are free of obligation, unless they contain a term for acceptance. An agreement is binding only if confirmed by us in writing.
- 2.2 Unless agreed otherwise, all prices are "off warehouse" and are incl. VAT.
- 2.3 Deviations from offers bind us only when confirmed agreement or stated by us in writing email.
- 2.4 The given price is based on purchase price and other cost factors. When one of these is increased for delivery, we are entitled to calculate that increase in all reasonable terms.
- 2.5 Without prejudice to the general applicability of the preceding paragraph, this applies in particular to a change of import or export duties, taxes and / or the exchange rate of the euro against the foreign currency in which we purchased the goods.

## Delivery

- 3.1 All deliveries are done "off warehouse" at the address specified by the customer and at his risk unless otherwise agreed.
- 3.2 Subscriptions are always allowed and can be invoiced in the usual manner unless otherwise agreed and confirmed by us.
- 3.3 The specified leadtime is only approximate. Shipping, trikes and such can influence the leadtime.
- 3.4 In delivery, YurtCollection is entitled to charge order and shipping costs.
- 3.5 The customer inspects all design furniture and / or accessories on receipt for visible damage to the product and its packaging. Damage to the packaging alone is not damage to the design furniture and / or accessory and will not be considered valid for claims.

## Force majeure

- 4.1 Force majeure means an extraordinary event or circumstance beyond the control of YurtCollection, which temporarily or permanently prevent compliance with the agreement.
- 4.2 In particular, force majeure, insofar as is not already included in the warnings, warfare, civil war, riot, strike, transportation, fire and other serious malfunctions in our company or that of our suppliers.
- 4.3 In case of force majeure, we have the right to extend the term of delivery with the duration of force majeure or to terminate the agreement, if not yet implemented, without any form of compensation for any damages.

## **Payment**

5.1 Unless otherwise agreed, payments when buying design furniture and / or accessories are to be made directly on our designated account without any deduction or set-off.

5.2 We may at any time request advances to be delivered goods or work to be performed or to require sufficient security for the fulfillment of the obligations arising out of the agreement by the customer.

5.3 If not within the agreed period is paid, the customer is deemed to be legally in default and we, without requiring any required notice of default, are entitled to payment of interest equal to 1% per month from the due date.

5.4 All reasonable costs incurred in collecting the claim, both judicial and extrajudicial, are for the account of the negligent customer.

5.5 The extrajudicial costs are always equal to 15% of the overdue amount.

## **Retention of title**

6.1 Also after delivery, the goods delivered will remain our property until the customer fully complies with his obligations arising from the relevant agreement.

6.2 The customer is already committed to providing full cooperation so as to enable us to recoup the goods in question.

6.3 If the retention of title is claimed, the customer is not entitled to claim a retention right in respect of the costs of custody and to offset these costs with Customer's due diligence.

6.4 Client is not authorized to give the goods delivered to property by third parties or to serve third parties in the widest sense of the word.

6.5 Customer is obliged to keep the delivered design furniture and / or accessories under retention of title carefully and as recognizable property of YurtCollection.

## **Warranty**

7.1 Unless otherwise agreed, our design furniture or accessory will be subject to the following warranty conditions:

- 1 year: tables, closets, beds and chairs, sofas or other items covered with upholstery.
- 6 months: lamps and accessories.

This warranty does not apply in the following cases:

- If the maintenance instructions provided by YurtCollection are not properly followed.
- Damage caused by third parties.
- Normal wear or tear or negligence of parties other than the seller (including user adjustments).
- If customers have used their own material or other third-party materials on the design furniture or accessory.
- Furniture, designer which are not installed in accordance with the instructions or have been damaged by careless removal of the packaging.
- Dramatic temperature fluctuations or exposure to unusual conditions.
- Textiles and clothing supplied by YurtCollection. Natural variations that occur in wood, dust and leather are not considered to be defects. YurtCollection can not guarantee the color fastness or matching of the colors, grains, textures or hardness of these materials.

7.2 The guarantee is that we repair the defects delivered to us as soon as possible, or if necessary to replace the care provided.

7.3 Compliance with the warranty obligations by us applies as sole and total compensation; Any further liability, whatsoever, is expressly excluded.

## **Liability**

8.1 Subject to warranty claim and in the event of intentional or gross negligence on our part, all liability on our part is expressly excluded for damage caused by defects in or to sold goods or performed work, both at customer and third parties.

8.2 Except in consequence of intentional or gross negligence, we are not liable for errors of our personnel, or of persons engaged with us in the performance of the agreement.

8.3 Without written confirmation, we are in no way bound by any agreements with subordinate members of our staff.

8.4 Customer must ensure that the person who signs us for receipt for this is actually authorized.

8.5 We do not accept any liability for errors or defects in information provided by third parties or customers.

8.6 YurtCollection is not liable for any loss or damage caused by YurtCollection (or intermediaries, representatives and employees involved in YurtCollection), explanations or opinions in the broadest sense of the word, such as (but not limited to) regarding loading, unloading, transportation, storage, storage, use, composition and / or suitability of goods or services supplied to us or third parties to Customer. Results are not guaranteed by us.

8.7 In no event shall YurtCollection be held for reimbursement of a higher amount than the price of the product or part on which such liability is based.

## **Change purchase, cancel or withdrawal purchase**

9.1 **Change:** If the customer after the purchase want a change, contact via [info@yurtcollection.com](mailto:info@yurtcollection.com) with the subject: changing *purchase*. If possible, we simply make the change. Discounted designer furniture and accessories and custommade designer furniture and accessories, can not be changed.

9.2 **Returns:** The customer has the right to cancel the purchase within 14 days without giving any reason (cooling down period). Either via email [info@yurtcollection.com](mailto:info@yurtcollection.com) with the subject: withdrawal *the [name of the] designer furniture or accessory and order code*. The customer will then receive a return form. This filled out form can shipped to YurtCollection together with the undamaged designer furniture or accessory in the original packaging. The delivery / shipping costs of the withdrawal are at the expense of the customer. Once the design furniture and / or accessory has been received in good condition, the purchase amount will be refunded within 30 days.

Discount designer furnishings and accessories and designer furniture and accessories made specifically for a specific client can not be returned. The risk of loss is transferred to the customer at the time of shipment.

9.3 The right of withdrawal is only 14 days after receipt of goods by the customer and will expire after these 14 days.

9.4 The submission of a return request will never discharge the customer from his payment obligations to YurtCollection.

9.5 **Cancellation:** If we accept a cancellation, we are entitled to the customer to charge all past costs incurred and a reasonable percentage of the amount that the agreement involved in respect of profits, all with a minimum of 10 %.

Custom-made furniture design, and / or accessories, promotional design furniture and accessories, Sales design furniture and accessories can not be cancelled.

## **Privacy policy**

10.1 Both us and our customer are kept to confidentiality of all information exchanged under the agreement. YurtCollection respects the privacy of all users of her site. We use your information solely to answer your questions as quickly as possible and make it available only to third parties involved in the execution of your order. Please contact us if you have any questions about our Privacy Policy.

10.2 The obligation contained in paragraph 1 also applies to information that we and our customers receive on each other's company / personal data and which are clear or must be or explicitly stated that this information is confidential.

10.3 All damages resulting from the breach of the confidentiality obligation mentioned in this article shall be borne by the negligent party.

## **Intellectual Property**

11.1 All drawings, designs, drawings, sketches and / or tenders submitted by us are the property of YurtCollection and may not be copied, displayed, used, or otherwise copied without written permission.

11.2 Unless agreed otherwise, any reproduction of the delivered design furniture and accessories by our customers as well as prohibited by other users.

11.3 Any infringement of the rights mentioned in this article give us direct right to compensation.

## **Suspension and dissolution**

12.1 If the customer fails to meet the obligations arising out of the contract, we are entitled to suspend the execution of the agreement with a reasonable period or to dissolve the agreement.

12.2 The claim relating to the part of the agreement already completed, as well as the loss resulting from the suspension or dissolution, includes loss of profits shall be payable immediately.

12.3 We are entitled to suspend the delivery of goods we have in connection with the execution of any assignment under ours until the customer has fulfilled all his obligations to us.

## **Applicable law**

13.1 Contracts between YurtCollection and the customer to which these General Terms and Conditions apply, are exclusively governed by Dutch law.

13.2 All disputes shall, as far as they exceed the jurisdiction of the district court judge, be settled by the District Court in the district where YurtCollection is located.

## **Amendments to the YurtCollection General Terms and Conditions**

YurtCollection has the right to make amendments to these general terms and conditions.

Changes also apply to agreements already concluded with respect to a period of 30 days after disclosure of the amendment.