

## **Article 1 - Definitions**

1.1 Signature Aan de Poel: trade name of Restaurant Aan de Poel. Having its registered office in Amstelveen and registered at the Chamber of Commerce under filing number 34261500.

1.2 Customer: a natural or legal person who enters into an agreement with Restaurant Aan de Poel BV.

1.3 Consumer: a Customer as meant in article 1.2, who is not acting in the exercise of profession or company.

1.4 Website [signatureaandepoel.com](http://signatureaandepoel.com): the website of Restaurant Aan de Poel

1.5 Products: the book 'Signature'

1.6 Agreement: a distance contract, whereby Customer via a by Restaurant Aan de Poel organised system for distance sales of products at Restaurant Aan de Poel and whereby up until the closing of an agreement exclusively one or more techniques for distance communication are used.

1.7 Reflection time: a time during which a Consumer has the option to bring about the resolving of the purchase, via right of withdrawal.

1.8 Right of withdrawal: the option for a Consumer to – after receipt of the ordered Product(s) to return these Products to Restaurant Aan de Poel within the reflection time and get their purchase price back.

## **Article 2 - General provisions**

2.1 These terms apply to all offers and to all agreements (distance contracts) of Restaurant Aan de Poel that extend to the sale of Products.

2.2 The possible by Customer used purchase terms, are explicitly rejected and therefore not apply to agreements entered into with Restaurant Aan de Poel.

2.3 In case one or more provisions in these general terms completely or partially are null and void or are allowed to be declared null and void, the other general terms will remain completely applicable.

2.4 In these general terms, the word 'in writing' can also be classified as documents produced in writing that will be sent via electronic ways, definitely including e-mail and faxed documents.

2.5 The content of this website as well as the content of all other expressions of Restaurant Aan de Poel on the internet has been composed with the greatest care. However, Restaurant Aan de Poel cannot provide any guarantees concerning the nature, correctness or content of this information. Restaurant Aan de Poel is not liable for possible occurring errors or inaccuracies, or for the results of the use of the information concerned.

### **Article 3 - Offers**

3.1 Product specifications are mentioned as well as the price of the Product including VAT are mentioned with the Products offered on the Restaurant Aan de Poel website. Shipping costs are displayed before or after the realization of the agreement.

3.2 Products offered on the Restaurant Aan de Poel website contain an as accurately as possible and truthful description and/or image of the offered Product.

3.3 In case the descriptions and/or images as described in article 3.2 turn out differently in reality, Restaurant Aan de Poel is not liable to compensation towards the Customer in any way. The Consumer at all times reserve their right on withdrawal as determined in article 6.1.

3.4 Restaurant Aan de Poel provides the Customer with information about the expected delivery time of the Product; this term is only an indication.

3.5 Possible import duties due are always for account of the Customer.

### **Article 4 - Realization of an agreement**

4.1 Agreements come about after the Customer has accepted an offer or quotation issued by Restaurant Aan de Poel and Restaurant Aan de Poel agreed to this acceptance.

4.2 An agreement also comes about in case Restaurant Aan de Poel proceeds with the delivery of Products to the Customer, after a Customer placed an order via the Restaurant Aan de Poel website.

4.3 Restaurant Aan de Poel is always free to – without statement of reason – not agree upon an offer made by a Customer. In the event that the Customer already made payment to Restaurant Aan de Poel, Restaurant Aan de Poel will reimburse this amount to the Customer immediately after the refusal.

### **Article 5 - Delivery**

5.1 After the realization of an agreement, Restaurant Aan de Poel will offer the ordered Products for transport to DHL or PostNL. The costs of the transport are displayed during the realization of an agreement.

5.2 Delivery of the order proceeds on the paved road in front of the first door on ground level, unless otherwise agreed upon (in writing) between Restaurant Aan de Poel and the Customer.

5.3 After an agreement between Restaurant Aan de Poel and the Customer has come about, the Products ordered by the Customer will be delivered by Restaurant Aan de Poel as soon as possible.

5.4 In case Restaurant Aan de Poel is not capable to deliver the Product(s) ordered by the Customer within thirty (30) days, a Consumer can resolve the agreement.

#### **Article 6 - Return of Products**

6.1 After receipt of the ordered Product(s), Consumer has fourteen (14) days to – on grounds of their Right of withdrawal – return the ordered Product(s) to Restaurant Aan de Poel, provided that they are unopened and undamaged, without statement of reasons.

6.2 After receipt of the Product, Restaurant Aan de Poel will reimburse the invoice value of the Product to the Consumer, within thirty (30) days.

6.3 In case a Consumer uses their Right of withdrawal, the risk of the shipment and the shipping costs will be for account of the Consumer.

6.4 From the moment of receipt of the Product(s), Consumer needs to take all appropriate measures to prevent damage to the Product and/or packages.

6.5 Damaged products will never be taken back by Restaurant Aan de Poel.

6.6 The Consumer cannot make their Right of withdrawal valid in case the ordered Product: has been manufactured to personal preference of the Customer or falls under another exception as mentioned in article 7:46 lid 4 of the Dutch Civil Code.

#### **Article 7 - Guarantee**

7.1 The Customer needs to check the delivered Products immediately after receipt. Possible defective Products need to be reported to Restaurant Aan de Poel, within a term of seven (7) days at the latest.

7.2 In case Restaurant Aan de Poel declares the complaints as justified, the Customer will be offered repair, a replacing Product or reimbursement of the invoice value of the Product.

7.3 The Customer has no right on Guarantee as described in this article in case conclusion is made that the defect to the Product is caused by the Customer.

## **Article 8 - Price & Payment**

8.1 Product specifications as well as the price of the Product including VAT are mentioned on the Restaurant Aan de Poel website. Shipping costs are displayed before or during the realization of the agreement.

8.2 Payment needs to be settled during the realization of an Agreement.

8.3 Customer needs to report possible inaccuracies in the invoicing to Restaurant Aan de Poel immediately, after which Restaurant Aan de Poel will correct the amount.

8.4 Inaccuracies in the invoicing do not relieve the Customer from any payment obligations or any other obligations reported in these terms.

## **Article 9 Retention of title & Intellectual property**

9.1 The Products delivered by Restaurant Aan de Poel will remain property of Restaurant Aan de Poel until the moment Customer has well-followed up on all the obligations from the agreement closed with Restaurant Aan de Poel.

9.2 In case Restaurant Aan de Poel appeals to retention of title, the relevant closed agreement will be considered resolved, without prejudice to the right of Restaurant Aan de Poel to claim compensation of damage, lost interest and interest.

9.3 The content of the Restaurant Aan de Poel website, including, but not limited to: the texts, images, design, brands and domain names, are property of Restaurant Aan de Poel and are protected by copyright and intellectual or industrial property right that exists under the applicable law. Users of the website are not allowed to duplicate or place the website or any part of it at someone's disposal, without permission of Restaurant Aan de Poel.

## **Article 10 - Force Majeure**

10.1 Restaurant Aan de Poel is not held to follow up on any obligations towards the Customer if they are restricted in that as a result of circumstances for which they cannot be blamed by law, nor by virtue of the law, an act in law or traffic notions.

10.2 During the period the force majeure lasts, Restaurant Aan de Poel can hold the obligations from the agreement in abeyance. In case the force majeure lasts longer than a period of thirty (30) days, the Customer as well as Restaurant Aan de Poel are entitled to resolve the agreement, without any obligation to reimburse damage suffered by the other party.

## **Article 11**

### **Liability**

11.1 In the event that Restaurant Aan de Poel is held liable, every liability is limited to – maximum- the invoice value of the agreement, at least to that part of the agreement the liability relates to.

11.2 Restaurant Aan de Poel is only liable for immediate damage. With immediate damage is exclusively meant:

- The reasonable costs, to determine the cause and the size of the damage, for as far as the determining relates to damage in the sense of these terms.
- The possible reasonable costs made to have the deficient performance of Restaurant Aan de Poel answered to the agreement, for as much as they can be imputed to Restaurant Aan de Poel
- Reasonable costs, made to prevent or limit damage, for as far as Customer demonstrates that these costs have lead to limit immediate damage as meant in this article.

11.3 Restaurant Aan de Poel excludes every liability for indirect damage suffered by the use of products supplied by Restaurant Aan de Poel, with the exception of situations in which the damage can be directly blamed to wilful intent or gross negligence on the side of Restaurant Aan de Poel, its management and/or managing staff.

11.4 Restaurant Aan de Poel in any case is never liable for the following loss items: Consequential damage, loss profit, lost savings and damage by business interruption.

#### **Article 12 Applicable law and litigations**

12.1 Dutch law exclusively applies to all legal relations Restaurant Aan de Poel is a party in.

12.2 The Customer and Restaurant Aan de Poel will not appeal to a Judge until after they have done the utmost to settle a dispute in mutual consultation.

12.3 Unless otherwise determined by rules of mandatory law, firstly the Judge in Amsterdam is entitled to be informed of differences between Restaurant Aan de Poel and the Customer.