

# GENERAL TERMS AND CONDITIONS

## The Misty Workshop

EMAIL: [contact@themistyworkshop.com](mailto:contact@themistyworkshop.com)

WEBSITE: [TheMistyWorkshop.com](http://TheMistyWorkshop.com)

COC NUMBER: 98513907

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### Article 1 - Definitions

1. **The Misty Workshop:** The Misty Workshop, located in Utrecht, Chamber of Commerce number 98513907.
2. **Customer:** the party with whom The Misty Workshop has entered into an agreement.
3. **Parties:** The Misty Workshop and the Customer together.
4. **Consumer:** a Customer who is also an individual and who acts as a private person.

### Article 2 - Applicability

1. These terms and conditions apply to all quotations, offers, work, orders, agreements and deliveries of services or products by or on behalf of The Misty Workshop.
2. The Misty Workshop and the Customer can only deviate from these terms and conditions if this has been agreed in writing.
3. The Misty Workshop and the Customer explicitly exclude the applicability of the Customer's or others' general terms and conditions.

### Article 3 - Offers and Quotations

1. Offers and quotations from The Misty Workshop are non-binding, unless expressly stated otherwise.
2. An offer or quotation is valid for a maximum of 2 weeks, unless a different period is stated in the offer or quotation.
3. If the Customer does not accept an offer or quotation within the applicable period, the offer or quotation expires.
4. Offers and quotations do not apply to repeat orders, unless The Misty Workshop and the Customer agree to this in writing.

### Article 4 - Acceptance

1. Upon acceptance of a non-binding quotation or offer, The Misty Workshop may still withdraw the quotation or offer within 3 days after receipt of acceptance, without the Customer being able to derive any rights from this.
2. Verbal acceptance by the Customer only binds The Misty Workshop after the Customer has confirmed this in writing or electronically.

### Article 5 - Prices

1. The Misty Workshop uses prices in euros, including VAT and excluding any other costs such as administration or shipping costs, unless otherwise agreed in writing.
2. The Misty Workshop may always change the prices of its services and products on its website and in other communications.
3. Increases in the cost prices of products or parts thereof, which The Misty Workshop could not foresee at the time of making the offer or concluding the agreement, may give rise to price increases.
4. The consumer has the right to cancel an agreement due to a price increase in paragraph 3, unless the increase is the result of a statutory regulation.

## **Article 6 - Samples and Models**

1. When the Customer has received a sample or model of a product, they cannot derive any rights from it other than that it is an indication of the nature of the product, unless it has been agreed in writing that the products to be delivered correspond to the sample or model.

## **Article 7 - Payments and Payment Terms**

1. The Misty Workshop may require a down payment for the material costs of the order upon entering into the agreement. The remaining costs (production costs, labor, profit and shipping costs) must be paid after completion within the payment term stated on the invoice.
2. For consumers, a standard payment term of 14 days after the invoice date applies. For business customers (B2B), the payment term as stated on the invoice applies.
3. For orders via platforms such as Etsy, [Bol.com](https://www.bol.com) or other third parties, the payment terms of the relevant platform apply.
4. For payments via direct payment methods such as iDEAL, credit card, Bancontact or other online payment methods, payment must be made immediately upon ordering.
5. For personalized or custom-made products, The Misty Workshop may require 100% advance payment.
6. The payment terms that The Misty Workshop uses are fatal payment terms. This means that if the Customer has not paid the agreed amount by the last day of the payment term at the latest, they are automatically in default and in breach, without The Misty Workshop having to send a reminder or put the Customer in default.
7. The Misty Workshop may make delivery dependent on full payment prior to shipment or delivery.

## **Article 8 - Consequences of Late Payment**

1. If the Customer does not pay within the agreed term, The Misty Workshop may charge the statutory interest per month for non-commercial transactions and the statutory interest per month for commercial transactions from the day the Customer is in default, whereby part of a month is counted as a whole month.
2. When the Customer is in default, they must also pay extrajudicial collection costs and any damages to The Misty Workshop.
3. The collection costs are calculated on the basis of the Decree on compensation for extrajudicial collection costs. This is a legally determined rate for the costs that The Misty Workshop may charge for collecting unpaid invoices.
4. When the Customer does not pay on time, The Misty Workshop may suspend its obligations until the Customer has paid.

5. In case of liquidation, bankruptcy, seizure or suspension of payment on the part of the Customer, The Misty Workshop's claims against the Customer are immediately due and payable.
6. If the Customer refuses to cooperate with the execution of the agreement by The Misty Workshop, they must still pay the agreed price.

## **Article 9 - Right of Reclamation**

1. When the Customer is in default, The Misty Workshop may invoke the right of reclamation with respect to the unpaid products delivered to the Customer.
2. The Misty Workshop exercises its right of reclamation by written or electronic notification to the Customer.
3. As soon as the Customer has been informed of the invoked right of reclamation, the Customer must immediately return the relevant products to The Misty Workshop, unless otherwise agreed in writing.
4. The Customer pays the costs for collecting or returning the products in paragraph 3.

## **Article 10 - Right of Withdrawal**

1. A consumer may cancel an online purchase within 14 days after purchase without giving a reason. This right of withdrawal does not apply when:
  - the product has been used
  - it is a product that can quickly perish, such as food or flowers
  - it concerns a personalized or custom-made product
  - the consumer has waived their right of withdrawal
2. The cooling-off period of 14 days in paragraph 1 begins on the day after the consumer has received the last product or part of 1 order.
3. The consumer can exercise their cooling-off period by sending an email with that subject to [contact@themistyworkshop.com](mailto:contact@themistyworkshop.com), optionally using the withdrawal form available on The Misty Workshop's website, [TheMistyWorkshop.com](http://TheMistyWorkshop.com).
4. The consumer must return the product to The Misty Workshop within 14 days after sending the email in paragraph 3.
5. If the consumer does not return the product within 14 days after making their right of withdrawal known, their right of withdrawal expires.
6. Personalized and custom-made products are excluded from the right of withdrawal and cannot be returned or exchanged, unless there is a manufacturing defect or damage upon delivery.

## **Article 11 - Reimbursement of Delivery Costs**

1. When the consumer has withdrawn their purchase on time and has returned the complete order to The Misty Workshop on time, The Misty Workshop will reimburse any shipping costs paid by the consumer within 14 days after receipt of the timely fully returned order.
2. The costs for delivery are only at the expense of The Misty Workshop insofar as the complete order is returned.
3. Shipping costs above €20 will not be reimbursed and remain at the expense of the consumer.

## **Article 12 - Reimbursement of Return Costs**

1. If the consumer invokes their right of withdrawal and returns the complete order on time, the consumer pays the costs for this.

## **Article 13 - Right of Suspension**

1. Unless the Customer is a consumer, they hereby waive the right to suspend the performance of any obligation arising from this agreement.

## **Article 14 - Right of Retention**

1. The Misty Workshop can exercise its right of retention and in that case keep the Customer's products, until the Customer has paid all outstanding invoices from The Misty Workshop, unless the Customer has provided sufficient security for those costs.
2. The right of retention also applies on the basis of previous agreements whereby the Customer still owes money to The Misty Workshop.
3. The Misty Workshop is not liable for any damage that the Customer suffers from the use of its right of retention.

## **Article 15 - Set-off**

1. Unless the Customer is a consumer, they waive their right to set off a debt to The Misty Workshop against a claim on The Misty Workshop.

## **Article 16 - Retention of Title**

1. The Misty Workshop remains the owner of all delivered products until the Customer has paid all outstanding invoices from The Misty Workshop with regard to an underlying agreement, including claims due to failure to perform.
2. Until that time in paragraph 1, The Misty Workshop can exercise its retention of title and take back the goods.
3. Before ownership has passed to the Customer, the Customer may not pledge, sell, alienate or otherwise encumber the products.
4. When The Misty Workshop exercises its retention of title, the agreement is thereby cancelled and The Misty Workshop may demand damages, lost profit and interest from the Customer.

## **Article 17 - Delivery**

1. Delivery takes place while stocks last.
2. Delivery takes place at The Misty Workshop, unless otherwise agreed.
3. Delivery of online ordered products takes place at the address indicated by the Customer.
4. When the Customer does not pay the agreed amounts or does not pay on time, The Misty Workshop may suspend its obligations until the Customer pays.
5. In case of late payment, there is creditor default, whereby the Customer cannot oppose a delayed delivery to The Misty Workshop.

## **Article 18 - Delivery Time**

1. The delivery times of The Misty Workshop are indicative. If delivery is made later, the Customer cannot derive any rights from this, unless otherwise agreed in writing.
2. The delivery time starts when the quotation signed by the Customer for approval has been confirmed in writing or electronically by The Misty Workshop to the Customer.
3. The Customer does not receive damages and may not cancel the agreement when The Misty Workshop delivers later than agreed. The Customer may cancel the agreement when this has been agreed in writing or when The Misty Workshop cannot deliver within 14 days, after being urged to do so in writing or the Customer and The Misty Workshop have agreed otherwise.

## **Article 19 - Actual Delivery**

1. The Customer must ensure that the actual delivery of their ordered products can take place on time.

## **Article 20 - Transport Costs**

1. Shipping costs are at the expense of the Customer and are stated separately with the order.
2. The shipping costs form part of the total amount that the Customer must pay before shipment, unless otherwise agreed.
3. If the Customer picks up the order, no shipping costs are due.

## **Article 21 - Packaging and Shipping**

1. When the packaging of a delivered product is opened or damaged, the Customer must have the carrier make a note of this before accepting the product. If the Customer does not do this, they cannot hold The Misty Workshop liable for any damage.
2. When the Customer arranges the transport of a product themselves, they must report any visible damage to products or the packaging to The Misty Workshop prior to transport. If the Customer does not do this, they cannot hold The Misty Workshop liable for any damage.

## **Article 22 - Storage**

1. When the Customer picks up ordered products later than the agreed delivery date, the risk of any loss of quality is entirely for the Customer.
2. Any additional costs as a result of early or late collection of products are entirely at the expense of the Customer.
3. This article only applies to orders that are picked up by the Customer.
4. The Misty Workshop stores collected orders for a limited period:
  - Small orders (0 to 16cm<sup>3</sup>): maximum 2 weeks after the agreed collection date
  - Medium orders (16 to 128cm<sup>3</sup>): maximum 1 week after the agreed collection date
  - Large orders (above 128cm<sup>3</sup>): maximum 3 days after the agreed collection date
5. After expiry of the storage period in paragraph 4, The Misty Workshop may ship the order at the Customer's expense, store it elsewhere against storage costs, resell it, or in extreme cases dispose of it. The Customer remains liable for the full amount.

## **Article 23 - Warranty**

1. The warranty on products only applies to defects caused by defective manufacture or construction or defective material.
2. The warranty does not apply:
  - in the case of normal wear and tear
  - for damage caused by accidents
  - for damage caused by changes made to the product
  - for damage due to negligence or improper use by the Customer
  - when the cause of the defect cannot be clearly established
3. The risk of loss, damage or theft of the products that are the subject of an agreement between parties passes to the Customer at the moment they are legally and/or actually delivered, or at least come into the possession of the Customer or of a third party who receives the product on behalf of the Customer.

## **Article 24 - Exchanges**

1. The Customer may exchange a purchased item. The following conditions apply:
  - exchange takes place within 14 days after purchase whereby the Customer can show the original invoice
  - the product is returned in the original packaging and with the attached original price tag
  - the product has not yet been used
2. If the Customer wishes to exchange a product for another item and shipping is necessary, both the return shipping costs and the shipping costs of the new product are at the expense of the Customer.
3. Personalized and custom-made products cannot be exchanged or returned.
4. Discounted items and perishable products cannot be exchanged.

## **Article 25 - Indemnification**

1. The Customer indemnifies The Misty Workshop against all claims by others related to the products and/or services delivered by The Misty Workshop.

## **Article 26 - Usage Rights and Image Material**

### **Designs and Intellectual Property**

1. All designs, sketches and design concepts created by The Misty Workshop remain the intellectual property of The Misty Workshop at all times.
2. The Customer only acquires the right to use the delivered final product, not the design itself.
3. Personal information provided by the Customer that can be traced back to a person (such as full name, address, or unique personal photos) is used exclusively for the Customer's specific assignment and is not reused for other projects. First names, stock photos, and other non-personal materials that may or may not be publicly available can be reused by The Misty Workshop.

### **Reuse of Design Elements**

4. The Misty Workshop reserves the right to reuse the following elements at its own discretion:

- inspiration and concepts
- design styles and techniques
- color combinations
- general design
- non-personal design elements

## **Use of Product Photos**

5. The Misty Workshop has the right to use photos and images of manufactured products for:
  - publication on the website [TheMistyWorkshop.com](https://TheMistyWorkshop.com)
  - posts on social media (Instagram, Facebook, Pinterest, etc.)
  - promotional material, advertisements and newsletters
  - portfolios and presentations to potential customers
  - showing to third parties for demonstration or inspiration purposes
6. By placing an order, the Customer automatically gives permission for the use of product photos as described in paragraph 5.
7. If the Customer objects to the publication of photos, this must be communicated to The Misty Workshop in writing by email prior to the start of the assignment via [contact@themistyworkshop.com](mailto:contact@themistyworkshop.com).
8. In case of a timely objection as referred to in paragraph 7, additional costs may be charged for processing time and administrative actions.

## **Article 27 - Complaints**

1. The Customer must inspect a product delivered by The Misty Workshop or service provided as soon as possible for any shortcomings.
2. If a delivered product or service provided does not meet what the Customer could reasonably expect, the Customer must notify The Misty Workshop within 1 month after establishing the shortcoming.
3. A consumer must notify The Misty Workshop of this no later than 30 days after establishing the shortcoming.
4. The Customer provides the most detailed description possible of the shortcoming, so that The Misty Workshop can respond appropriately.
5. The Customer must prove that the complaint relates to an agreement between the Customer and The Misty Workshop.

## **Article 28 - Notice of Default**

1. The Customer must make any notice of default known to The Misty Workshop in writing.
2. The Customer is responsible for ensuring that their notice of default actually reaches The Misty Workshop on time.

## **Article 29 - Liability of The Misty Workshop**

1. The Misty Workshop is only liable for damage that the Customer suffers when that damage is caused by intent or deliberate recklessness.
2. When The Misty Workshop is liable for damage, this only applies to direct damage related to the execution of an underlying agreement.

3. The Misty Workshop is not liable for indirect damage, such as consequential damage, lost profit or damage to third parties.
4. When The Misty Workshop is liable, this liability is limited to the amount paid out by a (professional) liability insurance. If no insurance has been taken out or no damage amount is paid out, the liability is limited to the (part of the) invoice amount to which the liability relates.
5. All images, photos, colors, drawings, descriptions on the website or on social media are merely indicative and cannot lead to any compensation, dissolution or suspension.

## **Article 30 - Limitation Period**

1. Any right of the Customer to damages from The Misty Workshop expires 12 months after the event from which the liability arises directly or indirectly. This does not exclude the provisions of Article 6:89 of the Dutch Civil Code.

## **Article 31 - Dissolution**

1. The Customer may cancel the agreement when The Misty Workshop fails attributable in fulfilling its obligations, unless this shortcoming does not justify the dissolution due to its special nature or minor significance.
2. If performance of the obligations by The Misty Workshop is still possible, dissolution can only take place after The Misty Workshop is in default.
3. The Misty Workshop may cancel the agreement with the Customer when the Customer does not fulfill their obligations under the agreement in full or on time, or when The Misty Workshop has become aware of circumstances that give good reason to assume that the Customer will not fulfill their obligations.

## **Article 32 - Force Majeure**

1. In addition to Article 6:75 of the Dutch Civil Code, a shortcoming by The Misty Workshop cannot be attributed to The Misty Workshop by the Customer when there is force majeure.
2. The force majeure situation in paragraph 1 also includes:
  - an emergency situation such as a civil war or natural disaster
  - non-performance or force majeure of suppliers, delivery persons or others
  - power, electricity, internet, computer or telecom failures
  - computer viruses
  - strikes
  - government measures
  - transport problems
  - bad weather conditions
  - work interruptions
3. When a force majeure situation occurs whereby The Misty Workshop cannot fulfill 1 or more obligations to the Customer, those obligations are suspended until The Misty Workshop can fulfill them.
4. From the moment a force majeure situation has lasted for at least 30 calendar days, both the Customer and The Misty Workshop may cancel the agreement in whole or in part in writing.
5. The Misty Workshop does not have to pay compensation to the Customer in a force majeure situation, even if The Misty Workshop benefits from this.

## **Article 33 - Amendment of Agreement**

1. When it is necessary for its execution to amend a concluded agreement, the Customer and The Misty Workshop can adjust the agreement.

## **Article 34 - Amendment of General Terms and Conditions**

1. The Misty Workshop may amend these general terms and conditions.
2. The Misty Workshop may always implement changes of minor importance.
3. The Misty Workshop will discuss major changes with the Customer as much as possible in advance.
4. A consumer may terminate the underlying agreement in case of a major change to the general terms and conditions.

## **Article 35 - Transfer of Rights**

1. The Customer cannot transfer rights from an agreement with The Misty Workshop to others without written permission from The Misty Workshop.

## **Article 36 - Consequences of Nullity or Voidability**

1. When 1 or more provisions of these general terms and conditions prove to be null or voidable, this does not affect the other provisions of these terms and conditions.
2. A provision that is null or voidable is replaced in that case by a provision that comes closest to what The Misty Workshop had in mind on that point when drafting the terms and conditions.

## **Article 37 - Applicable Law and Competent Court**

1. Dutch law applies to these general terms and conditions.
2. The court in the district of The Misty Workshop's place of establishment has exclusive jurisdiction to hear any disputes between the Customer and The Misty Workshop, unless the law provides otherwise.

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**Drawn up on December 1, 2025.**