

Terms and Conditions of Passion Field

Introduction

Below you will find our Terms and Conditions. These always apply when you use or place an order via our website.

Article 1. Definitions

- 1.1 **Entrepreneur:** the natural or legal person who offers products and/or services remotely to consumers.
- 1.2 **Consumer:** the natural person who is not acting in the exercise of a profession or business and enters into an Agreement with Passion Field and/or has registered on the website.
- 1.3 **Agreement:** any agreement or contract between Passion Field and the customer, of which these Terms and Conditions are an integral part.
- 1.4 **Products:** the clothing, accessories, and other items offered through Passion Field's webshop.
- 1.5 **Webshop:** the online store of the entrepreneur where products can be ordered, accessible via PassionField.nl.
- 1.6 **Right of Withdrawal:** the right of the consumer to cancel the agreement within the reflection period and return the product.
- 1.7 **Day:** a calendar day.
- 1.8 **Durable Data Carrier:** any medium that allows the consumer or entrepreneur to store information so that it can later be consulted, such as an email or a PDF file.
- 1.9 **Force Majeure:** a situation where the entrepreneur cannot meet their obligations due to causes beyond their control, such as natural disasters, strikes, or technical failures.
- 1.10 **Terms and Conditions:** these Terms and Conditions.

Article 2. Applicability of Terms and Conditions

- 2.1 These Terms and Conditions apply to any offer made by Passion Field and any agreement concluded remotely between the entrepreneur and the consumer.
- 2.2 Before a remote agreement is concluded, the text of these Terms and Conditions will be made available to the consumer. If this is reasonably not possible, it will be indicated before the remote agreement is concluded that the Terms and Conditions are available for viewing with the entrepreneur and will be sent free of charge upon the consumer's request.

Article 3. Prices and Information

- 3.1 All prices in the webshop are stated in euros (€) and include the legally required VAT, unless stated otherwise.
- 3.2 Any shipping costs and other additional charges will be clearly stated before the order is completed.
- 3.3 The prices and product information in the webshop are compiled with the utmost care. Obvious errors or mistakes in the price or product descriptions do not bind the entrepreneur.
- 3.4 The entrepreneur reserves the right to adjust prices at any time. The price that is listed on the website at the time of ordering is the price applicable to the order.
- 3.5 Images and products in the webshop are as accurate as possible, but may differ in color, shape, or details from the actual products. No rights can be derived from this.
- 3.6 Passion Field advises the customer to inspect the delivered products and report any defects discovered within a reasonable time, preferably in writing.

3.7 Once the products to be delivered have been delivered to the specified delivery address, the risk related to these products passes to the customer. Unless explicitly agreed otherwise, the risk passes earlier. If the customer chooses to pick up the products, the risk passes upon transfer of the products.

Article 4. Right of Withdrawal

4.1 When purchasing products, the consumer has the option to cancel the agreement without giving any reason within 14 days.

4.2 The reflection period starts on the day after the customer, or a third party designated by them (who is not the carrier), has received the product, or:

- If the delivery of a product consists of multiple shipments or parts: the day on which the customer, or a third party designated by them, has received the last shipment or part.
- In the case of agreements for the regular supply of products over a period of time: the day on which the customer, or a third party designated by them, has received the first product.

4.3 The customer is responsible for the return costs. Shipping costs incurred by the customer when purchasing the product are not included in the return costs and remain at the customer's expense.

4.4 During the withdrawal period, the customer must handle the product and packaging carefully. The customer will only open the packaging and use the product to the extent necessary to check the nature, characteristics, and functioning of the product. The assumption here is that this inspection should not go beyond what the customer could do in a physical store. No refund will be made if:

- The customer has used and/or worn the product.
- The products have been washed.

4.5 The customer can cancel the agreement within the period specified in this article by sending the model withdrawal form (digitally) to Passion Field or clearly informing Passion Field in another way that they are canceling the purchase. Passion Field will confirm receipt of such notification if done digitally. After cancellation, the customer has 14 days to return the product. *Products can be returned to:*

Passion Field

Kwartel 11

8103 EA, Raalte

4.6 Any amounts already paid by the customer (in advance) will be refunded as soon as possible, but no later than 14 days after the cancellation of the agreement, using the same method the customer used to pay for the order.

4.7 Information about the applicability of the right of withdrawal and the desired procedure will be clearly provided on the website before the agreement is concluded.

Article 5. Payment

5.1 The customer must make payments to Passion Field according to the payment methods indicated in the order process and possibly on the website. Passion Field is free to choose the payment methods offered, and these may change from time to time.

Article 6. Warranty and Conformity

6.1 This article applies only if the customer is not acting in the course of their profession or business. If Passion Field provides a separate warranty on the products, this applies, regardless of the aforementioned, to all types of customers.

Article 7. Personal Data

7.1 For shipping or creating an account, Passion Field requires personal data. This information will be treated securely.

Contact Details

If you have any questions, complaints, or comments after reading these Terms and Conditions, feel free to contact us in writing or via email. Passion Field

Kwartel 11

8103 EA, Raalte

Email: Info@PassionField.nl

KVK number: 96468289