

## Welcome to Obala.world's GENERAL TERMS AND CONDITIONS

### Definitions :

1. Obala.world: Obala.world, established in Oegstgeest, Chamber of Commerce no. 83740619 .
2. Customer: the party which Obala.world has entered into an agreement with.
3. Parties: Obala.world and customer together.
4. Consumer: a customer who is an individual acting for private purposes.

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**Mission:** Team Obala.world cares about the environment and kindly asks her customers to consider every purchase. We also encourage you to recycle and or donate your items once you have no longer any use for them. We have selected items for our webshop with consideration for the environment and have chosen not to offer any items that we think are trifling. Last but not least we offer our items only 'on demand'. That means an item will only be produced after you have decided to use it, thus there won't be any stock nor any destruction of restitems. The items will be produced by Printful, therefore transport distances are limited because they are all over the world.

### Applicability:

1. These terms and conditions will apply to all quotations, offers, activities, orders, agreements and deliveries of services or products by or on behalf of Obala.world.
2. Parties can only deviate from these conditions if they have explicitly agreed upon in writing.
3. The parties expressly exclude the applicability of supplementary and/or deviating general terms and conditions of the customer or of third parties.

### Prices:

1. All prices used by Obala.world are in euros, are inclusive of VAT and exclusive of any other costs such as administration costs, levies and travel-, shipping- or transport expenses, unless expressly stated otherwise or agreed otherwise.
2. Obala.world is entitled to adjust all prices for its products or services, shown in its shop, on its website or otherwise, at any time. Increases in the cost prices of products or parts thereof, which Obala.world could not foresee at the time of making an offer or the conclusion of the agreement, may give rise to price increases.
3. The consumer has the right to terminate an agreement as a result of a price increase as referred to in paragraph 2, unless the increase is the result of statutory regulation.

**Payments and payment terms:**

1. The customer must have paid the full amount before Obala.world will deliver the product.
2. Payment terms are considered as fatal payment terms. This means that if the customer has not paid the agreed amount at the latest on the last day of the payment term, he is legally in default, without Obala.world having to send the customer a reminder or to put him in default.
3. Obala.world reserves the right to make a delivery conditional upon immediate payment or to require adequate security for the total amount of the services or products.

**Consequences of late payment:**

1. If the customer does not pay within the agreed term, Obala.world is entitled to charge an interest of 2% per month for non-commercial transactions from the day the customer is in default, whereby a part of a month is counted for a whole month.
2. When the customer is in default, he is also due to extrajudicial collection costs and may be obliged to pay any compensation to Obala.world
3. The collection costs are calculated on the basis of the Reimbursement for extrajudicial collection costs.
4. If the customer does not pay on time, Obala.world may suspend its obligations until the customer has met his payment obligation.
5. In the event of liquidation, bankruptcy, attachment or suspension of payment on behalf of the customer, the claims of Obala.world on the customer are immediately due and payable.
6. If the customer refuses to cooperate with the performance of the agreement by Obala.world he is still obliged to pay the agreed price to Obala.world

**Right of recovery of goods:**

1. As soon as the customer is in default, Obala.world is entitled to invoke the right of recovery with regard to the unpaid products delivered to the customer.
2. Obala.world invokes the right of recovery by an electronic announcement.
3. As soon as the customer has been informed of the claimed right of recovery, the customer must immediately return the products to Obala.world, unless the parties agree to make other arrangements about this.
4. The costs for the collection or return of the products are at the expense of the customer.

## Right of withdrawal:

1. The products made by Obala.world are on demand, therefore specially tailored and adapted to its consumers special needs and wishes and therefore non-returnable. Obala.world opts for the service on demand because of the environmentally friendly advantage (e.g. because stock build-up and thus unnecessary destruction of it is prevented).
2. A consumer may cancel an online purchase during a cooling-off period of 14 days without giving any reason, provided that:

the product is not specially tailored for the consumer or adapted to its special needs.

it is not a product that may not be returned for hygienic reasons (Covid-19 regulations).

the product has not been used

it is not a product that can spoil quickly, like food or flowers

the seal is still intact, when the product is a data carrier with digital content (DVDs, CDs, etc.)

the product is not a trip, a transportation ticket, a catering order, a form of leisure activity

the product is not a separate magazine or a loose newspaper the purchase does not concern an (assignment to) urgent repair

the consumer has not renounced his right of withdrawal

3. The cooling-off period of 14 days as referred to in paragraph 2 commences:

On the day after the consumer has received the last product or part of 1 order

As soon as the consumer has received the first the product of a subscription

As soon as the consumer has purchased a service for the first time

As soon as the consumer has confirmed the purchase of digital content via the internet

4. The consumer can notify his right of withdrawal via [ellen@obala.world](mailto:ellen@obala.world), the consumer adds photos of the (defective) product and mentions the order number of the order. The consumer has the right to this if the product shows defects due to manufacturing or transport. Any claims for misprinted/ damaged/ defective items must be submitted within one week after the product is received.
5. The consumer is obliged to return the product to Printful within 3 days after the notification of his right of withdrawal, after which period his right of withdrawal will lapse.

**Reimbursement of delivery costs:**

The costs for delivery are paid by the consumer.

**Reimbursement of return costs:**

If the consumer invokes his right of withdrawal and returns the entire order on time, the costs for returning the complete order will be borne by the consumer.

**Suspension of obligations by the customer:**

The customer waives the right to suspend the fulfillment of any obligation arising from this agreement.

**Right of retention:**

1. Obala.world can appeal to his right of retention of title and in that case retain the products sold by Obala.world to the customer until the customer has paid all outstanding invoices with regard to Obala.world, unless the customer has provided sufficient security for these payments.
2. The right of retention of title also applies on the basis of previous agreements from which the customer still owes payments to Obala.world
3. Obala.world is never liable for any damage that the customer may suffer as a result of using his right of retention of title.

**Retention of title:**

1. Obala.world remains the owner of all delivered products until the customer has fully complied with all its payment obligations with regard to Obala.world under whatever agreement with Obala.world including of claims regarding the shortcomings in the performance.
2. Until then, Obala.world can invoke its retention of title and take back the goods.
3. Before the property is transferred to the customer, the customer may not pledge, sell, dispose of or otherwise encumber the products.
4. If Obala.world invokes its retention of title, the agreement will be dissolved and Obala.world has the right to claim compensation, lost profits and interest.

**Delivery:**

1. Delivery takes place while stocks lasts.
2. Delivery takes place by Printful unless the parties have agreed upon otherwise.
3. Delivery of products ordered online takes place at the address indicated by the customer.

4. If the agreed price is not paid on time, Obala.world has the right to suspend its obligations until the agreed price is fully paid.
5. In the event of late payment, the customer is automatically in default, and hereby he cannot object to late delivery by Obala.world.

**Delivery period:**

1. Any delivery period specified by Obala.world is indicative and does not give the customer the right to dissolution or for compensation if this period is not met with, unless the parties have expressly agreed otherwise in writing.
2. The delivery starts once the customer has fully completed the (electronic) ordering process and received an (electronic) confirmation of his order from Obala.world.
3. Exceeding the specified delivery period does not entitle the customer to compensation or the right to terminate the contract, unless Obala.world cannot deliver within 21 days after receiving a written demand for this from the consumer or the parties have agreed otherwise.

**Actual delivery:**

The customer must ensure that the delivery address is correct and complete and the actual delivery of the products ordered by him can take place on time.

**Packaging and shipping:**

1. If the package of a delivered product is opened or damaged, the customer must have a note drawn up by the forwarder or delivery person before receiving the product. In the absence of which Obala.world may not be held liable for any damage.
2. If the customer himself takes care of the transport of a product, he must report any visible damage to products or the packaging prior to the transport to Obala.world, failing which Obala.world cannot be held liable for any damage.

**Transport costs:**

All transport costs are on behalf of the customer, unless the parties have agreed upon otherwise.

**Insurance Storage:**

1. If the customer orders products later than the agreed delivery date, the risk of any loss is entirely for the customer.
2. Any extra costs as a result of premature or late purchase of products are entirely at the customer's expense.

**Guarantee:**

1. The warranty relating to products only applies to defects caused by faulty manufacture, faulty construction or faulty material.
2. The warranty does not apply in the event of normal wear and tear and damage resulting from the usual wear and tear, changes made to the product, negligence or improper use by the customer, or when the cause of the defect cannot clearly be established.
3. The risk of loss, damage or theft of the products that are the subject of an agreement between the parties, will pass on to the customer when these products are legally and/or factually delivered, at least are in the power of the customer or of a third party who receives the product for the benefit of the customer.

**Indemnity:**

The customer indemnifies Obala.world against all third-party claims that are related to the products and/or services supplied by Obala.world.

**Complaints:**

1. The customer must examine a product or service provided by Obala.world as soon as possible for possible shortcomings.
2. If a delivered product or service does not comply with what the customer could reasonably expect from the agreement, the customer must inform Obala.world of this as soon as possible, but in any case within 3 days upon receipt of goods.
3. Packages lost in transit, all claims must be submitted no more than 2 weeks after the estimated delivery date.
4. Consumers must inform Obala.world of this within 3 days after detection of the shortcomings.
5. The customer gives as detailed a description as possible and pictures which clearly show the shortcomings, so that Obala.world is able to respond adequately.

6. The customer must demonstrate that the complaint relates to an agreement between the parties.
7. If a complaint relates to ongoing work, this can in any case not lead to Obala.world being forced to perform other work than has been agreed.

**Giving notice:**

It is the responsibility of the customer that a notice of default actually reaches Obala.world in time.

**Joint and several Client liabilities:**

If Obala.world enters into an agreement with several customers, each of them shall be jointly and severally liable for the full amounts due to Obala.world under that agreement.

**Liability of Obala.world:**

1. Obala.world is not liable for any damage the customer suffers if and insofar as this damage is caused by intent or gross negligence.
2. If Obala.world is liable for any damage, it is only liable for direct damages that results from or is related to the execution of an agreement.
3. Obala.world is never liable for indirect damages, such as consequential loss, lost profit, lost savings or damage to third parties.
4. If Obala.world is liable, its liability is limited to the amount paid by a closed (professional) liability insurance and in the absence of (full) payment by an insurance company of the damages the amount of the liability is limited to the (part of the) invoice to which the liability relates.
5. All images, photos, colors, drawings, descriptions on the website or in a catalog are only indicative and are only approximate and cannot lead to any compensation and/or (partial) dissolution of the agreement and/or suspension of any obligation.

**Expiry period:**

Every right of the customer to compensation from Obala.world shall, in any case, expire within 14 days after the event from which this liability arises directly or indirectly. This does not exclude the provisions in article 6:89 of the Dutch Civil Code.

**Dissolution:**

1. The customer has the right to dissolve the agreement if Obala.world imputably fails in the fulfillment of his obligations, unless this shortcoming does not justify termination due to its special nature or because it is of minor significance.
2. If the fulfillment of the obligations by Obala.world is temporarily impossible, dissolution can only take place after Obala.world is in default.
3. Obala.world has the right to dissolve the agreement with the customer, if the customer does not fully or timely fulfill his obligations under the agreement, or if circumstances give Obala.world good grounds to fear that the customer will not be able to fulfill his obligations properly.

**Force majeure:**

1. In addition to the provisions of article 6:75 Dutch Civil Code, a shortcoming of Obala.world in the fulfillment of any obligation to the customer cannot be attributed to Obala.world in any situation independent of the will of Obala.world, when the fulfillment of its obligations towards the customer is prevented in whole or in part or when the fulfillment of its obligations cannot reasonably be required from Obala.world.
2. The force majeure situation referred to in paragraph 1 is also applicable - but not limited to: state of emergency (such as civil war, insurrection, riots, natural disasters, etc.); defaults and force majeure of suppliers, delivery men or other third parties; unexpected disturbances of power, electricity, internet, computer or telecoms; computer viruses, strikes, government measures, unforeseen transport problems, bad weather conditions and work stoppages.
3. If a situation of force majeure arises as a result of which Obala.world cannot fulfill one or more obligations towards the customer, these obligations will be suspended until Obala.world can comply with it.
4. From the moment that a force majeure situation has lasted at least 30 calendar days, both parties may dissolve the agreement in writing in whole or in part.
5. Obala.world does not owe any (damage) compensation in a situation of force majeure, even if it has obtained any advantages as a result of the force majeure situation.



**Modification of the agreement:**

If, after the conclusion of the agreement and before its implementation, it appears necessary to change or supplement its contents, the parties shall timely and in mutual consultation adjust the agreement accordingly.

**Transfer of rights:**

1. The customer cannot transfer its rights deriving from an agreement with Obala.world to third parties without the prior written consent of Obala.world and the consumer.
2. This provision applies as a clause with a property law effect as referred to in Section 3:83 (2) Dutch Civil Code.

**Changes in the general terms and conditions:**

1. Obala.world is entitled to amend or supplement these general terms and conditions.
2. Changes of minor importance can be made at any time.
3. Major changes in content will be discussed by Obala.world with the customer in advance as much as possible.
4. Consumers are entitled to cancel the agreement in the event of a substantial change to the general terms and conditions.

**Consequences of nullity or annulability:**

1. If one or more provisions of these general terms and conditions prove null or annulable, this will not affect the other provisions of these terms and conditions.
2. A provision that is null or annulable shall, in that case, be replaced by a provision that comes closest to what Obala.world had in mind when drafting the conditions on that issue.

**Applicable law and competent court:**

1. Dutch law is exclusively applicable to all agreements between the parties
2. The Dutch court in the district where Obala.world is established is exclusively competent in case of any disputes between parties, unless the law prescribes otherwise.