

Studio Gestalta

Philitelaan 59-191 5617AK, Eindhoven The Netherlands

+31 (0)6 8118 0475 studiogestalta@gmail.com www.studiogestalta.com

KVK registration no.: 87932814 VAT no.: NL004510028B53

Terms and Conditions

These Terms and Conditions describe general, legal agreements between Studio Gestalta and you as a customer, business, or end user.

These Terms and Conditions were last updated on 04/02/2025.

1. Introduction

These Terms and Conditions apply to the website www.studiogestalta.com of Studio Gestalta ("Studio Gestalta", "we", "our", "us", "www.studiogestalta.com"), part of Gestalta, and to the transactions related to our products and services. You may be bound by additional contracts related to your relationship with us or any products or services that you receive from us. If any provisions of the additional contracts conflict with any of the provisions of these Terms and Conditions, the provisions of the additional contracts will control and prevail.

2. Binding

By accessing or otherwise using our website, you hereby agree to be bound by these Terms and Conditions. The mere use of our website implies the knowledge and acceptance of these Terms and Conditions. In some cases, we can also ask you to explicitly agree.

3. Electronic communication

By using our website or communicating with us by electronic means, you agree and acknowledge that we may communicate with you electronically by sending an email to you. You agree that all agreements, contracts, notices, disclosures, disclaimers, policies, and other communications that we provide to you electronically satisfy any legal requirement, including but not limited to the requirement that such communications should be in writing.

4. Intellectual property

Studio Gestalta or our licensors own and control all the copyright and other intellectual property rights in this website and the data, information, content, and other resources displayed by or accessible within the website, excluding (hyper)links to or embedded content from other third-party domains (websites).

4.1 All the rights are reserved

Unless specific content dictates otherwise, you are not granted a license or any other right under Copyright, Trademark, Patent, or other Intellectual Property Rights. This means that you will not use, copy, reproduce, perform, create derivative works, display, distribute, embed into any electronic medium, publish, alter, reverse engineer, decompile, transfer, download, transmit, monetize, sell, market, commercialize, or in any other way exploit any content and resources on this website in any form without our prior written consent, except and only insofar as otherwise imposed by law (such as the right to quote). Neither may you alter or remove copyright of the content and resources on, an products and services sold via this website.

4.2 Newsletter and Social Media sharing

Notwithstanding the foregoing, you may forward our newsletter in its original electronic form to others who may be interested in our products and services or visiting our website. Additionally, you may forward content on our website via Social Media share buttons provided by us.

5. Idea submission

Do not submit any ideas, inventions, works of authorship, or other information that can be considered your own intellectual property with us unless we have first signed a non-disclosure agreement. If you disclose content to us without such an agreement, you grant to us a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, store, adapt, publish, translate, and distribute your content in any existing or future media.

6. Responsible use

By visiting our website, you agree to use it only for the purposes for which it is intended and permitted by these Terms and Conditions, any additional contract with us, and applicable laws, regulations, and generally accepted online practices and industry guidelines. You may not use our website, content, resources, products and services to use, publish, or distribute any material which consists of (or is linked to) malicious computer software, use data collected from our website for any direct marketing activity, or conduct any systematic or automated data collection activities on or in relation to the website of Studio Gestalta. Any activity that causes, or may cause, damage to the website or that interferes with the performance, availability, or accessibility of our website is strictly prohibited.

7. Return and Refund Policy

For consumers, the right of withdrawal applies. If you choose to return your order, you may do so within 14 days of when you received your order without giving any reason. To exercise your right of withdrawal, fill in the <u>Return</u> Form and send it to: studiogestalta@gmail.com before the withdrawal period has expired. The order shall be returned in its original condition and packaging including all provided accessories. The purchase price and shipping costs will be refunded no later than 14 days from the day on which the cancellation and Return Form are received. We may withhold the refund until the order is safely and completely returned and received in good order.

If the order is partially returned, the shipping costs will not be refunded. If returned products of your order are damaged due to usage more than necessary to evaluate them or incorrect packaging for their return, diminished value will be assessed and charged by means of deduction from the original purchase price you will be refunded. Return shipping costs are your own responsibility and depend on the size of the package; for more information check the website of your preferred shipping carrier. For businesses and on commissions, the right of withdrawal does not apply.

8. Termination of use

We may, at any time, temporarily or permanently, discontinue access to the website or any content or service thereon. You agree that we will not be liable to you or any third party for any modification, suspension or discontinuance of your access to, or use of the website. You will not be entitled to any compensation or other payment, even if certain features, settings, and/or any content you have contributed to or have come to rely on are permanently lost. You must not circumvent or bypass or attempt to circumvent or bypass any access restriction measure on our website.

9. Privacy

To access our website and/or our services, you may be required to provide certain personal information. You agree that any information you provide will be accurate, correct, and up to date. We take collecting and processing of your personal data seriously and shall implement appropriate technical, organizational and data protection measures to ensure that processing is performed in accordance with the GDPR. For more information about how we use your personal data, please consult our <u>Privacy Policy</u> and <u>Cookie Policy</u>.

10. Accessibility

We are committed to making the content, resources, products and services we provide on this website accessible to individuals with disabilities. If you have a disability and are unable to access any portion of our website due to your disability, we ask you to inform us via our website forms, phone or by means of written correspondence, including email, with a detailed description of the issue you are encountering. If the issue is readily identifiable and solvable with industry-standard information technology tools and techniques, we will resolve it without delay. If not, we will try to solve the issue with you in an alternative way with your consent.

11. Export restrictions / legal compliance

Access to the website from territories or countries where the content or purchase of the products or services sold on our website is illegal, is prohibited. You may not use this website in violation of export laws and regulations of The Netherlands.

12. Import duties

Within the EU, there is free movement of goods, so no import duties have to be paid when importing goods from an EU country. If you order from Norway or Switzerland, not member states of the EU but members of the EEA and EFTA, or another country outside the EU, it is possible that import duties are levied on the goods sold by Studio Gestalta. Any import duties, taxes and fees are to be paid by the customer. To calculate estimated taxes and duties, the following HS Codes for goods currently sold by Studio Gestalta are: 9701.91 and 9702.90.

13. Assignment

You may not assign, transfer, or sub-contract any of your rights and/or obligations under these Terms and Conditions, in whole or in part, to any thirst party without our prior written consent. Any purported assignment in violation with this section will have no binding power.

14. Breaches of these Terms and Conditions

Without prejudice to our other rights under these Terms and Conditions, if you breach these Terms and Conditions in any wat, we may take such action as we deem appropriate to deal with the breach, including temporarily or permanently suspending your access to our website, contacting your internet service provider to request that they block your access to the website, and/or commence legal action against you.

15. Force Majeure

Except for obligations to pay money hereunder, no delay, failure, or omission by either party to perform or observe any of its obligations hereunder will be deemed to be a breach of these Terms and Conditions if and for as long as such a delay, failure, or omission arises from any cause beyond the reasonably control of that party.

16. Indemnification

You agree to indemnify, defend, and hold us harmless from and against any claims, liabilities, damages, losses, and expenses related to your violation of these Terms and Conditions and applicable laws, including intellectual property and privacy rights. You shall promptly reimburse us for our damages, losses, costs, and expenses related to or arising out of such claims.

17. Waiver

Failure to enforce any of the provisions set out in these Terms and Conditions and any agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or any agreement, in whole or in part, or the right thereafter to enforce every provision of these Terms and Conditions.

18. Language

These Terms and Conditions will be interpreted and construed exclusively in English. All notices and correspondences will be written exclusively in English or Dutch.

19. Entire agreement

These Terms and Conditions, together with our Privacy Policy, Cookie Policy, and Disclaimer, constitute the entire agreement between you and Studio Gestalta in relation to your visit to and use of our website.

20. Updating these Terms and Conditions

Studio Gestalta keeps these Terms and Conditions under regular review since it is our obligation to check these Terms and Conditions for changes and updates. We may update these Terms and Conditions from time to time, any changes or updates will become effective upon posting them to this website. The date provided at the beginning of these Terms and Conditions is the latest revision date. Your continued use of this website following changes or updates will be considered notice of your acceptance to abide by and be bound to these Terms and Conditions.

21. Choice of law and jurisdiction

These Terms and Conditions shall be governed by the laws of The Netherlands. Any disputes relating to these Terms and Conditions shall be subject to the jurisdiction of the courts of The Netherlands. If any part or provision of these Terms and Conditions is found to be invalid and/or unenforceable under any applicable law by a court or other authority, such a part or provision will be modified, deleted and/or enforced to the maximum extent permissible so as to give effect to the intent of these Terms and Conditions. Upon modification, deletion, or partial validity of any part or provision of these Terms and Conditions, the other parts and provisions will not be affected.

22. Contact information

This website: www.studiogestalta.com is owned and operated by Studio Gestalta, part of Gestalta. See our <u>impressum</u>. If you have any questions about these Terms and conditions, please do not hesitate to contact us:

Phone number: +31 (0)6 8118 0475 **Email address**: studiogestalta@gmail.com Or via our **contact form** on the <u>contact page</u>.

23. Download

You can also download our Terms and Conditions as a PDF. Click here to download.