

# Arí van Twillert: Terms and Conditions

**Legal name:** Arí van Twillert B.V.

**Operating Address:** Sint-Agathstraat 54, 3037 SH Rotterdam

**Legal Entity Founded:** October 2018

**KvK:** 72752556

**BTW:** NL859224077B01

**Director:** Lidewij van Twillert

**Website:** Our website address is: <http://arivantwillert.com>.

## **IMPORTANT!**

Please carefully read the following terms and conditions (“Terms”) governing your use (including access, browsing and/or use of any interactive features) of those portions of the Arí van Twillert website accessible at [www.arivantwillert.com](http://www.arivantwillert.com), as well as and including any other Arí van Twillert websites or web pages accessible through the Arí van Twillert website or other promotional websites Arí van Twillert hosts or sponsors such as minisites or pages on third party social networking services.

Use of the Sites is subject to these legally binding Terms and constitutes your agreement to be bound by and to act in accordance with these Terms. We reserve the right to change the Terms at any time. Any such changes will be posted on the Sites and your usage of the website indicates your agreement to be bound by such changes.

## **Ownership Rights and Use of Sight Material**

Arí van Twillert and/or its worldwide affiliates (“Arí van Twillert”) own all rights, title and interest in and to the Sites and/or own the content and applications on the Sites (including on social network websites).

Arí van Twillert owns all copyrights for all material on the Sites or has a valid right from a third party to use the material on the Sites. Arí van Twillert also owns all trademarks, service marks, trade names, logos and domain names used on or in connection with the Sites or has a valid right from a third party to use any such material. Any modification or use of the materials from the Sites for any purpose not explicitly permitted is a violation of Arí van Twillert’s copyright and other proprietary rights.

No part of the Sites may be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any manner whatsoever, except for viewing purposes, without the prior written consent of Arí van Twillert. This prohibition also includes framing any content from the Sites, as well as unauthorized linking.

## **Disclaimer/Limitation on Liability**

Use of and browsing in the Sites are at your own risk. Neither Arí van Twillert nor any party representing or otherwise affiliated with Arí van Twillert in creating or presenting the Sites are liable for any direct, indirect, special, punitive, incidental, exemplary or consequential damages arising out of your use of the Sites, except where such liability or damage is the result of Arí van Twillert’s own negligence, fraud, willful injury or willful violation of law. To the extent permitted by law and without limiting any of the foregoing, everything on the Sites is provided to you on an “as is” basis, without warranty, either express or implied, of any kind, including, but not limited to, the implied warranties of merchantability, fitness for a specific purpose, freedom from computer virus, or non-infringement.

Solicited information that you submit to Arí van Twillert by email in order to register or sign up, purchase products and/or to submit appropriate questions to the Sites are subject to our [Privacy Policy](#). All unsolicited reviews, comments or other submissions, including ideas, concepts, techniques, know-how and the like, shall not be treated as confidential by Arí van Twillert and Arí van Twillert may use such

materials in any manner that it deems appropriate. For more information on this topic, please see our [Privacy Policy](#)

## **Links**

Arí van Twillert is not responsible for third party websites that link to or from the Sites. Arí van Twillert does not endorse any such sites or the goods or services offered on such sites. Arí van Twillert disclaims all responsibility for the accuracy of any of the information provided on such linked sites and any goods or services provided or purchased from such sites. Arí van Twillert shall not be held liable or responsible for the content of any sites that link to or from the Sites.

## **Accuracy of Information**

Arí van Twillert takes reasonable steps to ensure the accuracy of the information included in the Sites. However, Arí van Twillert takes no responsibility for errors or omissions in the content of the Sites and does not guarantee the accuracy, completeness or timeliness of information provided on the Sites. Information provided on the Sites is subject to change at any time without prior notice.

## **Prices**

When applicable, prices displayed on the website are shown in Euros and include taxes payable in the Netherlands but exclude import taxes to countries outside of the European Union. Prices are provided for informational purposes and are not binding. Please also note that prices shown may vary. Prices remain subject to change without notice.

## **No Waiver**

The failure on the part of Arí van Twillert to enforce any part of these Terms shall not constitute a waiver of any of Arí van Twillert's rights hereunder for past or future actions.

## **Questions, Comments, Communications, and Other Content Terms of Use**

By submitting a question, comment, communication or other content ("Statement") to [www.arivantwillert.com](http://www.arivantwillert.com) ("the Site"), you hereby grant Arí van Twillert the perpetual, worldwide right and permission to use, post and repost your Statement, in whole or in part, either alone or accompanied by other material, with or without with your name, for any purpose whatsoever, including advertising, promotion or trade, in any media now known or hereafter invented, including, but not limited to, any and all Internet media (including the Site and any other Arí van Twillert websites and applications, third party sites, and social networking sites), in all forms of print, point-of-sale and publicity materials (e.g., press releases) and in Arí van Twillert's email marketing campaigns and newsletters.

You warrant and represent that all of the Statements you have made regarding Arí van Twillert and/or its products are true and accurately reflect your experience with Arí van Twillert and its products. You have made the Statements without any prior payment or promise of payment, or any other benefit having been made to me and without any expectation by you of any payment or benefit in return. You agree to notify Arí van Twillert immediately if any of the Statements no longer represent your true and honest experience and opinions. You agree that the Statements made by you may be used in whole or in part and may be paraphrased, amplified, shortened and/or put into conversational form to meet the requirements of copy or layout, provided that the general sense is not changed. Arí van Twillert expects all of its users to be respectful of other people. Your Statement will not be posted if it violates the following guidelines ("Guidelines") which prohibit any Statement that contains any of the following types of content:

- Obscenities, discriminatory language, or other language not appropriate for this Site or any public forum.
- Advertisements, 'spam' content, or references to other products, offers, or websites.
- Any content or materials which you do not own and/or are otherwise infringing or for which you have not secured all necessary rights.

- Email addresses, URLs (chanel.com ok), phone numbers, physical addresses, or other forms of contact information.
- Comments that harass, abuse, disparage, and/or defame another person or entity, including any other authors who post to this Site or any of their comments.
- Discussion of medical conditions or claims of medical effectiveness.
- Content that is false or misleading.
- Content that is unlawful or promotes unlawful activities.

### **Jurisdiction and Arbitration**

You hereby submit to the exclusive jurisdiction of the Dutch Arbitration Association (DAA) in connection with any dispute relating to, concerning, or arising out of this Legal Statement, the Privacy Policy, the Sites and/or an item purchased through the Sites. The arbitration will be conducted before a single arbitrator and will be held at the DAA location in Rotterdam, The Netherlands. Payment of all filing, administration, and arbitrator fees will be governed by the DAA's rules, unless otherwise stated in this paragraph. The arbitration before the DAA shall proceed solely on an individual basis without the right for any claims to be arbitrated on a class action basis or on a basis involving claims brought in a purported representative capacity on behalf of others. The arbitrator's authority to resolve and make written awards is limited to claims between you and Arí van Twillert alone. Claims may not be joined or consolidated unless agreed to in a writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. YOU UNDERSTAND THAT BY AGREEING TO THIS ARBITRATION PROVISION YOU ARE WAIVING YOUR RIGHT TO MAINTAIN OTHER AVAILABLE DISPUTE RESOLUTION PROCESSES, SUCH AS A COURT ACTION, OR A CLASS ACTION. If you initiate a litigation or any other proceeding against Arí van Twillert in violation of this paragraph, and Arí van Twillert is the prevailing party in any such litigation or proceeding, you agree to pay Arí van Twillert's reasonable costs and attorneys' fees incurred in connection with its enforcement of this paragraph.

THIS LEGAL STATEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE NETHERLANDS WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in this Legal Statement, you irrevocably

submit and consent to the exclusive jurisdiction and venue of the courts located in the Netherlands. You agree not to raise the defense of forum non conveniens.

## **Miscellaneous**

You acknowledge and agree that these Terms, together with our [Privacy Policy](#), constitute the entire agreement between you and Arí van Twillert with respect to the use of the Sites.

Arí van Twillert may change these Terms at any time by posting changes on the Sites. Any changes are effective immediately upon posting. The continued use of the Sites constitutes your agreement to any revised Terms.

The Sites are not intended to provide any medical information.

BY USING THE SITES, YOU SIGNIFY YOUR UNDERSTANDING AND AGREEMENT TO COMPLY WITH THE TERMS & CONDITIONS OF USE.

*By ordering or pre-ordering at [www.arivantwillert.com](http://www.arivantwillert.com) you agree to our Terms and Conditions.*

## **Return Policy**

We expect you to love each hand crafted item that you purchase from us. With our jewelry and accessories we offer a 14-day return policy from the date you receive your items. At your request within 14 days from date of receipt, we will either refund you the price of the item or offer an exchange. If you wish to do this please take care when trying the items as they must be returned in a new and unworn condition. Items which are not returned in new and unworn condition, to be determined by the Arí van Twillert team, cannot be returned or exchanged. Return shipping must be arranged and paid for by the client.

Due to import tax on items returned to the Netherlands from outside the European Union, we are unable to accept returns from non-EU countries. Items delivered to non-EU countries can be exchanged only.

Please notify us by e-mailing [info@arivantwillert.com](mailto:info@arivantwillert.com) or your sales representative or by telephoning so that we can arrange the return for you. You can also use the Consumentenbond [Model Withdrawal Form](#) to request a return or exchange.

We do not accept returns from any of our bespoke garments as they are custom made and created with each of our customers for their specific needs, following an extensive initial consultation. We offer two fittings as standard with each purchase during which time the client can provide feedback regarding her needs.

## **Bespoke Garments**

*Deposits:* Excluding deposits on pre-order items, all of our deposits are non refundable. The deposits for custom fit or bespoke bras is €95. This amount is non-refundable, non-negotiable, and can be changed by Arí van Twillert at any time without notice prior to payment of the deposit.

The deposit is required to secure a place in our order queue as each item must be scheduled precisely owing to the complex nature of our unique production techniques. The payment of a deposit does not indicate the time or date of the initial fitting or delivery of the completed garment, it is up to Arí van Twillert to decide when a position in production is available.

*Initial fitting and consultation:* Arí van Twillert will work with you to find a fitting time that works for you in Rotterdam, however if you would like to book a fitting at a place of your convenience, such as your home, additional fees will apply to be paid ahead of the initial fitting and consultation. We offer two additional fittings as standard with each purchase during which time the client can provide feedback regarding her needs.

**Pre-Order Terms:**

*Deposit & Payment:* When you place a pre-order, Arí van Twillert requests a €29 deposit. You will receive a payment request (the "Request") by email for the remaining amount due for your order (the "Remainder") once the garment goes into production (approximately 5-6 weeks before you receive your items, subject to change). The Remainder must be remitted within 5 days from the date of the Request. If you request a refund after receiving your order, your pre-order deposit will be refunded along with your entire order amount (excluding countries outside of the EU which are exchange-only). In the event that Arí van Twillert is unable to deliver a pre-order item, your deposit will be refunded within 30 days from the date you are notified.

*Timing:* All delivery times are estimated and subject to change. Once Arí van Twillert launches the run of pre-production garments, we need approximately 4-6 weeks to create your handmade garment and 1-2 weeks for shipping depending on your location. Arí van Twillert will keep you updated via email, but we estimate that a pre-order garment will arrive to you between six and twelve weeks after you place your order.

LAST UPDATED: July 2020

Arí van Twillert B.V., All Rights Reserved