



Terms and conditions webshop

Introduction

These are our General Terms and Conditions. These General Terms and Conditions always apply when you use our Website or place an order through our Website, and they contain important information for you as a buyer. Please read them carefully. We also recommend that you save or print these General Terms and Conditions so that you can consult them at a later time.

Article 1. Definitions

- 1.1. **TMH Productions:** based in Almere and registered with the Chamber of Commerce under file number 89376307, trading as TMH Productions.
- 1.2. **Website:** the Website of TMH Productions, to be found on www.blocksandbricksofficial.com and all of its subdomains.
- 1.3. **Customer:** the natural person or corporation who enters into an agreement with TMH Productions and/or is registered on the Website.
- 1.4. **Agreement:** any arrangement or agreement between TMH Productions and Customer of which the General Terms and Conditions are an integral part.
- 1.5. **General Terms and Conditions:** these General Terms and Conditions.

Article 2. Applicability of the General Terms and Conditions

- 2.1. The General Terms and Conditions apply to all offers, agreements and deliveries of TMH Productions, unless explicitly agreed otherwise in writing.
- 2.2. If Customer in his order, confirmation or any other communication alleging acceptance of the General Terms and Provisions includes any provisions that differ from, or are not included in the General Terms and Conditions, such provisions will only be binding upon TMH Productions if and in so far as TMH Productions has accepted them in writing.
- 2.3. In cases where specific product or service-related terms and conditions apply in addition to these general terms and conditions, Customer can always invoke the applicable condition that is most favorable to him in the event of incompatible general terms and conditions.

Article 3. Prices and information

- 3.1. All prices posted on the Website and in other materials originating from TMH Productions include taxes and other levies imposed by the government, unless stated otherwise on the website.
- 3.2. If shipping costs are charged, these will be clearly stated in good time before the contract is concluded. These costs will also be displayed separately in the ordering process.
- 3.3. The content of the Website is composed with the greatest care. TMH Productions cannot, however, guarantee that all information on the Website is correct and complete at all times. All prices and other information posted on the Website and in other materials originating from TMH Productions are subject to obvious programming and typing errors.
- 3.4. TMH Productions cannot be held responsible for deviations in colour that result from the quality of the colours displayed on the screen.

Article 4. Conclusion of the Agreement

- 4.1. The Agreement will be deemed to be concluded at the moment Customer accepts the offer of TMH Productions subject to the conditions laid down by TMH Productions.
- 4.2. If Customer has accepted the offer by electronic means, TMH Productions will confirm receipt of acceptance of the offer by electronic means without delay. Until such receipt of acceptance is confirmed, Customer will have the possibility to terminate the Agreement.
- 4.3. If it is found that, in accepting or otherwise entering into the Agreement, Customer has provided incorrect data, TMH Productions will have the right to postpone the Agreement until the correct data is received.

Article 5. Registration

- 5.1. To make optimal use of the Website, Customer can register using the registration form/the account sign-in option on the Website.
- 5.2. During the registration process, Customer will be asked to choose a username and password with which he can log on to the Website. Customer alone is responsible for choosing a sufficiently reliable password.
- 5.3. Customer must keep its login credentials, username and password strictly confidential. TMH Productions cannot be held liable for any misuse of the login credentials and is always entitled to assume that Customer who logs on to the Website is the party that it professes to be. Customer is responsible for and bears the full risk of any and all actions and transactions performed via Customer's account.

- 5.4. If Customer knows or has reason to suspect that its login details have become available to unauthorised parties, it will be required to change its password as soon as possible and/or to notify TMH Productions accordingly so as to allow TMH Productions to take appropriate measures.

Article 6. Execution of the Agreement

- 6.1. As soon as TMH Productions has received the order, it will send the products to Customer without delay and with due regard for the provisions of paragraph 3 of this article.
- 6.2. TMH Productions is authorised to engage third parties in the fulfilment of its obligations under the Agreement.
- 6.3. In principle, the delivery term is 5-15 working days. Delivery may be effected in various ways, at the discretion of TMH Productions.
- 6.4. If TMH Productions is unable to deliver the products within the agreed term, it will notify Customer accordingly. In that case Customer can decide either to agree to a new delivery date or to terminate the Agreement without incurring any costs.
- 6.5. TMH Productions advises Customer to inspect the products upon delivery and to report any defects within an appropriate period, preferably in writing or by email. For further details, see the article about guarantee and conformity.
- 6.6. The risks associated with the products will transfer to Customer as soon as the products are delivered at the agreed delivery address.
- 6.7. If the ordered product can no longer be supplied, TMH Productions is entitled to deliver a product which is comparable in nature and quality to the ordered product. In that case, Customer will have the right to terminate the Agreement without incurring any costs and to return the product free of charge.

Article 7. Right of withdrawal/return

- 7.1. This article only applies if Customer is a natural person who is not acting in his or her professional or commercial capacity. Business Customers therefore have no right of withdrawal.
- 7.2. Customer will have the right to dissolve the distance Agreement with TMH Productions within 14 days after receiving the product, free of charge and without stating reasons.
- 7.3. The term commences on the day after the product was received by the Customer, or a third party designated by the Customer, who is not the transporting party, or:

- if the delivery of a product involves different deliveries or parts: the day on which Customer, or a third party designated by Customer, received the last delivery or the last part;
- with contracts for the regular delivery of products during a given period: the day on which Customer, or a third party designated by Customer, received the last product;
- if Customer has ordered several products: the day on which Customer, or a third party designated by Customer, received the last product.

- 7.4. Only the direct costs incurred for the return shipment are for Customer's account. This means that Customer will have to pay the costs of returning the product. Any shipping costs paid by Customer and the purchase price paid for the product will be refunded to Customer if the entire order is returned.
- 7.5. During the withdrawal period referred to in paragraph 1, Customer will treat the product and its packaging with the utmost care. Customer may not open the packaging or use the product unless this is necessary in order to determine the nature of the products, their features and their operation.
- 7.6. Customer is only liable for the product's devaluation that is a consequence of his handling the product other than as permitted.
- 7.7. Customer can terminate the Agreement in accordance with paragraph 1 of this article by reporting the withdrawal (digital or in other form) to TMH Productions, within the withdrawal period, by means of the model form for right of withdrawal or in some other unequivocal way. If TMH Productions makes it possible for Customer to declare his withdrawal via electronic/digital means, then after receiving such a declaration, TMH Productions sends immediate confirmation of receipt.
- 7.7.1. As quickly as possible, but no later than 14 days after the day of reporting as referred to in paragraph 1, Customer shall return the product, or hand it over to (a representative of) TMH Productions. Customer can send the product directly to TMH Productions without a notice of withdrawal in advance within the period as mentioned in paragraph 1. Customer must, in this case, include a written notice of withdrawal, such as the model form.

Products can be returned to the following address:

Terracottastraat 4,
1339 AX Almere
The Netherlands

- 7.8. Any amounts already paid by Customer (in advance) will be refunded to Customer as soon as possible, and in any case within 14 days after dissolution of the Agreement. If Customer chose an expensive method of delivery in preference to the cheapest standard delivery, TMH Productions does not

have to refund the additional costs of the more expensive method. Except in cases in which TMH Productions has offered to retrieve the product himself, he can postpone refunding until he has received the product or until Customer proves he has returned the product, depending on which occurs earlier.

- 7.9. Information about the applicability or non-applicability of a right of withdrawal and any required procedure will be posted clearly on the Website, well before the Agreement is concluded.

Article 8. Payment

- 8.1. Customer shall pay the amounts due to TMH Productions in accordance with the ordering procedure and any payment methods indicated on the Website. TMH Productions is free to offer any payment method of its choice and may change these methods at any time. In cases of payment after delivery Customer will be given a term of payment of 14 days entering on the day after delivery.
- 8.2. If Customer does not complete his payment obligation, he will be indebted the legal interest over the belated payment. TMH Productions needs to remind Customer of the belated payment and TMH Productions has to give Customer a term of 14 days to complete the payment obligation. After failing this 14 days term TMH Productions is allowed to recover any extrajudicial debt collection costs on Customer. These debt collection costs are not higher than: 15% of the open payment with a maximum of € 2.500,-; 10% of the next € 2.500,- and 5% over the next € 5.000,- with a minimum of € 40,-. TMH Productions is allowed to deviate from the named amounts and percentages in the advantages of Customer.

Article 9. Warranty and conformity

- 9.1. This article only applies if Customer is a natural person who is not acting in his or her professional or commercial capacity. If TMH Productions gives a separate warranty on the products then, without prejudice to the aforesaid, this applies to all types of Customers.
- 9.2. TMH Productions guarantees that the products are in conformity with the Agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or usability and with the existing statutory provisions and/or government regulations that are in force from the date of entering into the Agreement. If specifically agreed, TMH Productions also guarantees that the product is suitable for other than normal use.
- 9.3. An extra warranty offered by TMH Productions, manufacturer or importer shall never affect any statutory rights and claims which Customer has and may exercise under the Agreement.

- 9.4. If the delivered product is not in conformity with the Agreement, Customer must inform TMH Productions within a reasonable period of time after he has discovered the defect.
- 9.5. If TMH Productions deems the complaint to be correct, the faulty product(s) will be repaired, replaced or refunded in consultation with Customer. The maximum amount of compensation is, having regard to the Article on liability, equal to the price paid by Customer for the product.

Article 10. Complaints handling procedure

- 10.1. If Customer has any grievances in connection with a product (in accordance with the article on warranties and conformity) and/or about other aspects of TMH Productions's service, it can submit a complaint by email or by post. See the contact details at the bottom of the General Terms and Conditions.
- 10.2. TMH Productions will respond to the complaint as soon as possible, and in any case within 14 days after having received it. If it is not yet possible for TMH Productions to formulate a substantive reaction to the complaint by that time, TMH Productions will confirm receipt of the complaint within 14 days after having received it and give an indication of the term within which it expects to be able to give a substantive or definitive reaction to Customer's complaint.
- 10.3. If Customer is a natural person who is not acting in his or her professional or commercial capacity, it can file a complaint through the European Online Dispute Resolution platform, available at: <http://ec.europa.eu/odr/>.

Article 11. Personal details

- 11.1. TMH Productions will process the Customer's personal details in accordance with the privacy statement published on the Website.

Article 12. Final provisions

- 12.1. This agreement is governed by the laws of the country of establishment of the webshop.
- 12.2. Insofar as not dictated otherwise by mandatory law, any disputes ensuing from the Agreement will be submitted to the competent Dutch court in the district where TMH Productions has its registered office.
- 12.3. If any provision set out in these General Terms and Conditions should prove to be void, this will not affect the validity of the General Terms and Conditions as a whole. In that case, the Parties will lay down one or more new provisions in replacement which will reflect the original provision as much as is possible under the law.

12.4. The term 'written' in these General Terms and Conditions also refers to communication by email and fax, provided that the sender's identity and the integrity of the email message have been sufficiently established.

Contact details

Should you have any questions, complaints or comments after reading these General Terms and Conditions, please contact us by email or letter.

TMH Productions
Terracottastraat 4
1339 AX, Almere

Email: info@blocksandbricksofficial.com

Chamber of Commerce: 89376307
VAT: NL004721310B06

