



Terms and conditions Maratika Foundation Webshop

Risk and title

The Products will be your responsibility from the time of delivery. Ownership of the Products will only pass to you when we receive full payment of all sums due in respect of the Products, including delivery charges.

Written communications

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

Notices

All notices given by you to us must be given to us by email at webshop@maratikafoundation.com. We may give notice to you at the e-mail you provide to us when placing an order. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent. In proving the service of any notice, it will be sufficient to prove that such email was sent to the specified email address of the addressee.

Transfer of rights and obligations

The contract between you and us is binding on you and us and on our respective successors and assignees. You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent. We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

Events outside our control

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control. Our performance under any Contract is deemed to be suspended for the period that the event outside our control continues, and we will



have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the event to a close or to find a solution by which our obligations under the Contract may be performed despite the event.

Waiver

If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.

A waiver by us of any default will not constitute a waiver of any subsequent default. No waiver by us of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

Severability

If any court or competent authority decides that any of the provisions of these Terms and Conditions or any provisions of a Contract are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

Entire agreement

These Terms and Conditions and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of any Contract.

We each acknowledge that, in entering into a Contract, neither of us relies on any representation or warranty (whether made innocently or negligently) that is not set out in these terms and conditions or the documents referred to in them.

Each of us agrees that our only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) will be for breach of contract.

Nothing in this clause limits or excludes any liability for fraud.

Our right to vary these terms and conditions

We have the right to revise and amend these terms and conditions from time to time. You will be subject to the policies and terms and conditions in force at the time that you order products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to



those policies or these terms and conditions before we send you the order confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Products).

Law and jurisdiction

Contracts for the purchase of Products through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by Dutch law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) will be subject to the non-exclusive jurisdiction of the courts of The Netherlands.

Third party rights

A person who is not party to these terms and conditions or a Contract shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

Disclaimer

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