

Terms of Service Webshop For Love Only Publishing

Article (1) Definitions

These terms of services contain the following definitions:

1. Entrepreneur: the legal entity who offers products and/or services to consumers online;
2. Consumer: the natural person who does not partake in the practice of a profession or in a company, and engages in a distance selling contract with the entrepreneur;
3. Distance selling contract: a contract in which, according to a system organized by the entrepreneur of distance selling of products and/or services, may be used up to and including the date on which the contract has been drawn up exclusively with one or more techniques for communicating at a distance;
4. Techniques for communicating at a distance: techniques that can be used for drawing up a contract, without the consumer and the entrepreneur being together in the same place;
5. Reflection period: the period of time in which the consumer can assert her/his right of repeal;
6. Right of repeal: the opportunity for the consumer to renounce the distance selling contract;
7. Day: calendar day;
8. Transaction over time: a contract concerning a number of products and/or services, of which the obligation to deliver and/or the obligation to buy are spread over a period of time;
9. Durable information-bearer: every method that enables the consumer or entrepreneur to save information that is addressed to her/him personally in such a way that enables future retrieval and unaltered duplication of the saved information.

Article (2) Identity of the entrepreneur

For Love Only Publishing

Veldhuisweg 1 – 21

7955 PP IJhorst

The Netherlands

Telephone number: +31 (0)6 245 44 691

Email address: email@forloveonlypublishing.com

Dutch Chamber of Commerce number: 01150132

Dutch Tax number: NL 107997629 B01

Article (3) Applicability

All offers, orders and contracts of For Love Only Publishing (FLO) are, with the exclusion of other possible terms of use, subject to these Terms of Use. The acceptance of an offer or the placing of an order entails that you accept the applicability of these Terms of Use. Deviation from the terms as drawn up in these Terms of Use is only possible after written notice or permission by FLO, in which case the other terms will remain fully applicable. All rights and claims, as stipulated in these Terms of Use and in possible following contracts on behalf of FLO, are also stipulated on behalf of intermediaries and other third parties contracted by FLO. These terms respect the rights of the purchaser that are prescribed by law or these Terms of Use.

Article (4) Offers and contracts

All offers made by FLO are without obligation, and FLO explicitly maintains the right to alter prices, especially when this is implicated by (legal) regulations. A contract will only be drawn up after the acceptance of an order by FLO. FLO is entitled to waive orders or to apply certain conditions to the delivery, unless explicitly stipulated elsewhere. In the event of a waiver, FLO will give notification of this within ten (10) days after the order has been received.

Article (5) Prices and payments

The prices indicated for the products and services offered are in euros, inclusive of GST (Dutch Goods and Services Tax) and exclusive of packing costs and distribution costs, other taxes and levies, unless stated otherwise or agreed upon otherwise in writing. Payment must be made without any discount or compensation in the case of a product order in the webshop, or seven (7) days after the invoice date in the case of the provision of services to writers, unless otherwise agreed upon in writing. Product orders in the webshop can be paid for using iDEAL or PayPal.

By exceeding the payment period, you will be in arrears starting on the day on which payment was due, and you will be obliged to pay arrears interest from that day on of 1% per month or part of a month of the amount due. If payment is made after a reminder sent by FLO, you will owe a sum of euro 25.00 in administration fees. When paying by bank, the crediting of FLO's bank account counts as date of payment. If FLO contracts collection out to a collection agency, you will be obliged to pay collection fees as well, to the amount of at least fifteen (15) percent of the amount due, without prejudice to FLO's right to claim actual extrajudicial collection costs. If you are in arrears of any payment whatsoever, FLO has the right to postpone or break (the execution of) the contract concerned and associated contracts. If the prices for the products and services offered rise in the period of time between the order and the fulfilment of that order, you have the right to cancel the order or break the contract within ten (10) days after FLO notifying you about the price rise.

Article (6) Shipment

The shipment periods indicated by FLO are indicative. Exceeding of any shipment period does not give you the right to payment for damages nor the right to cancel your order or break the contract, unless the excess is to such a degree that it may not be fairly required of you to keep the contract intact. In that case, you are entitled to cancel the order or break the contract if necessary. The shipment of the products will take place in the place where and at the time that the products have been prepared for shipment to you.

Article (7) Reservation of ownership

Ownership of the products delivered will not be transferred until you have fulfilled all the obligations stated in any contract towards FLO. Risks related to the products will be transferred to you at the moment of delivery to you.

Article (8) Intellectual and industrial property rights

You are obliged to respect all of the intellectual and industrial property rights of the services and products rendered by FLO, entirely and unconditionally. FLO cannot guarantee that the products delivered to you are in breach of any (unwritten) intellectual and/or industrial property rights of third parties.

Article (9) Reclamation and liability

You have the obligation to ascertain whether the products, once delivered, meet the contract terms. If this is not the case, you must inform FLO of this, in writing and with argumentation, as soon as possible, and in any case, within fifteen (15) days after delivery, that is to say after establishment may be expected within reason. If it has been proved that the products do not meet with the contract terms, FLO may choose between replacing the products concerned after reclamation thereof with new products or refunding to the invoice amount.

Article (10) Exclusion of withdrawal rights

Returns are only possible when the quality of the products rendered does not suffice, and therefore the consumer is obliged to return the delivered product to FLO, after which, when justified, a new article shall be delivered.

Article (11) Orders and communication

FLO is not responsible for the misunderstanding, disturbance, delay or not properly receiving of order information due to the use of the Internet or any other means of communication in the correspondence between you and FLO, or between FLO and third parties, as far as the relationship between you and FLO is concerned, unless caused deliberately or in the case of gross negligence of FLO.

Article (12) Personal data

FLO shall save the data provided by you in a file. This data shall be used exclusively to carry out your order. Your data shall be processed according to applicable legislation and regulations.

Article (13) Vis major

In the event of vis major, FLO has the right, without prejudice to its future rights, to choose whether to postpone the execution of your order or to break the contract without legal intervention, and shall inform you hereof in writing or via email, without FLO being bound to the compensation for damages, unless, with regard to the given circumstances, this would be unacceptable according to reasonable standards and good faith. Vis major is defined as any shortcoming that cannot be attributed to FLO, if it is not attributable to FLO, and FLO is not held accountable by law, an act of law or general accepted standards.

Article (14) Miscellaneous

If you inform FLO in writing of an address, FLO has the right to ship all orders to that address, unless you inform FLO in writing of another address where your orders must be shipped to. FLO is authorized to make use of the services of third parties in order to carry out your order(s).

Article (15) Applicable law and competent court

Dutch law, exclusively, is applicable to all rights, obligations, offers, orders and contracts to which these Terms of Use apply. All disputes between parties shall be presented exclusively to the competent court in the Netherlands.