

GENERAL TERMS AND CONDITIONS OF PRODUCTS AND SERVICES PROVIDED BY FROUKE VERMEULEN

Created 21/08/2022

1. Definitions:

These terms and conditions include:

Frouke Vermeulen: independent business owner Frouke Vermeulen, founder of artsoundmedicinewoman.com and Iamyourbusinesswoman.com, owner of the officially registered brand 'Fernia - illustrations and more', with registered address: Ambachtenstraat 9A, 2260 Westerlo, and registered with VAT number BE0537.179.070.

Other relevant information: info@froukevermeulen.be, 0498/296678, IBAN: BE 07 7370 6204 3566

Customer or client: hereinafter referred to as 'customer', referring to a natural or legal person who is or will be in a contractual relationship of any kind with Frouke Vermeulen.

Product: the subject of one or more sales, referred to as 'product' (including classes, downloadable materials, videos and/or audio fragments).

Service: the subject of one or more sales, referred to as 'service'.

Sales Agreement: any agreement for which Frouke Vermeulen transfers goods and/or services to customer.s. This customer commits themselves to the correct payment of the agreed price.

The terms and conditions apply to all current and future sales agreements between Frouke Vermeulen and customer.s. As soon as customer.s make.s use of the website, they accept.s the terms and conditions as described in this document, as well as all rights and obligations as stated on the website and which may differ for different products or services.

2. Applicability:

In general, the terms and conditions always and exclusively apply to all products and services offered by Frouke Vermeulen, unless in case of exceptions which results from mutual agreement and written consent.

Exceptions only validly replace or complement the clauses to which they relate.

The other provisions as stated in the terms and conditions remain unchanged.

Frouke Vermeulen preserves the right to review, modify and/or supplement the terms and conditions at any time for future sales agreements. A future change will not affect existing sales agreements.

3. Establishment of the sales agreement for products and services:

The sales agreement is established as soon as customer.s, either in writing, either electronically, give.s their approval or makes a reservation or order for the agreed product or the agreed service (electronic).

If a sales proposal (quotation) is prepared by Frouke Vermeulen, this is non-binding and valid for 30 calendar days, unless otherwise indicated. The offer is binding as soon as customer.s accept.s it within the stipulated valid period and without any reservation or modification made by Frouke Vermeulen.

Frouke Vermeulen and customer.s explicitly agree that electronic forms of communication are means by which valid sales agreement can be established. The absence of an ordinary digital or electronic qualified signature does not affect the binding force of the sales agreement and the acceptance thereof.

4. Prices for products and services:

Prices for products are listed in euro, product specific VAT inclusive.

Prices for services are listed in euro, 21% VAT inclusive for private customers and 21% VAT exclusive for business customers.

The individual product prices indicated on the webshop are always displayed without additional costs, including but not limited to, shipping costs. Any shipping costs are charged to customer.s and are displayed upon check out of the digital shopping cart, or agreed upon through mail after purchase.

Frouke Vermeulen is entitled to change the prices at any time. The valid prices are the published prices at the time customer.s places his order.

Customer.s ow.s Frouke Vermeulen the price as noted in the confirmation email, according to article 3 of these terms and conditions. Obvious errors in the quotation, such as unrealistic inaccuracies, may be corrected by Frouke Vermeulen, even after the establishment of the sales agreement.

5. Order, payment and shipping of products and services:

Products: After placing the online order, customer.s will receive an automatically generated confirmation mail. The ordered products will be reserved for customer.s during a 14 calendar day period taken that all information required by customer.s was entered correctly.

If customer.s fail.s to make the payment transfer as stated in the confirmation mail within that period, the products will be put up for sale. Customer.s will be informed of this by mail. Special offers are valid as long as stocks lasts. In case a product ordered by customer.s is not in stock, Frouke Vermeulen will inform customer.s within 15 calendar days after the ordere was placed. If customer.s want.s to waive the order, they should contact Frouke Vermeulen within 7 calendar days via info@froukevermeulen.be, clearly indicating the cancellation of the order including the corresponding argument for the cancellation.

The charged shipping costs are matched to the rates of bPost (or any other company if this is more favorable) at the time of order placement. Frouke Vermeulen remains her rights as an owner of the ordered goods untill full

payment due by customer.s is executed, regardless of whether the products were already delivered.

Services:

After making an online or oral appointment for a service customer.s receive.s an automatically generated mail confirming the reservation. If customer.s can not comply with the agreement due to force majeure, they will be charged the full amount in case of cancellation within 48 hours of the scheduled appointment.

Payment for the services are due either cash or by bank transfer based on an invoice containing all payment information. The term of payment is 14 calendar days.

6. Delivery of products:

Frouke Vermeulen handles every order as quickly as possible within acceptable terms and, in accordance with the Code of Business law, before the 30th day after the final delivery receipt of the order, with the exception of payment by bank transfer, when the final delivery period is 30 calendar days after receipt of payment. The ordered products are delivered to the address specified by customer.s in the order. Delivery takes place at customer.s's risk.

Frouke Vermeulen does everything within her reach to meet delivery times but will not be held responsible for late deliveries resulting from unforeseen circumstances caused by third parties, or loss, theft or damage during shipment by third parties. Frouke Vermeulen ensures to pack the products as sturdy as possible to minimize the risk of damage in normal handling.

In case an order was not delivered within the specified deadline, an inquiry should be made to the shipping company by customer.s. This can take up to several calendar days. During this period the refund procedure can not be started nor a new shipment can be placed.

7. Right of withdrawal of products and services:

Customer.s is/are entitled to return the delivered products at their own expense within a period of 14 calendar days after receipt, without penalty or statement of motive.

Customer.s has/have the right to cancel their order without argumentation within a period of 14 calendar days, commencing on the day the order was placed.

Customer.s who wishes to appeal to this right of withdrawal needs to inform Frouke Vermeulen about their decision explicitly, unambiguously and in writing. Customer.s should provide the following information:

- date of order, date of receipt and date of appeal of withdrawal right
- name and address of customer.s, correct and complete
- signature of customer.s

In order to return a product, customer.s must request a return document via info@froukevermeulen.be. The returned product must have an RMA- Return Merchandise Authorization.

Customer.s ensure.s that the products remain packed in the original packaging and take.s appropriate action in case of damage, in such as that the products are fully protected for normal handling during return delivery.

Special offers or custom made orders are not eligible to be returned.

The costs and risks of the return is fully charged to customer.s, unless the product failed to meet the demands as postulated in the sales agreement.

If all conditions are met, Frouke Vermeulen refunds the order withing 30 calendar days after receipt of the return by bank transfer.

8. Force majeure

In case of force majeure, Frouke Vermeulen is not liable for any sale agreements that can not be met. Force majeure means: delay or negligence at suppliers of goods necessary for the manufacture and/or sale of products, interruption or interference in the internet, the electricity grid, mail traffic or by third parties supplied technology, government measures and disease.

9. Retention of title

All intellectual property rights and derivative rights are retained by Frouke Vermeulen. These intellectual property rights are understood to mean authors, trademarks, drawings and model rights and/or other (intellectual property) rights, including all the non-patentable technical and/or commercial know-how, methods and concepts. Customer.s is/are prohibited from making use of and/or making changes to the intellectual proprietary rights as described in this article of the terms and conditions. All images and pictures of products and data regarding product dimensions are purely indicative. The settings of the display on which customer.s visit.s the website may vary the colors of the displayed products.

10. Processing of customer data (privacy)

The information provided by customer.s is necessary for processing and completing the orders and billing. If this information is missing then the order will be inevitably canceled. Providing incorrect or false data is considered to be an infringement of the current terms and conditions.

By placing an order of a product or reservation of a service, customer.s data end up in Frouke Vermeulen's customers database. This data will be under no circumstances communicated to third parties.

Only the data of customers who have given permission explicitly will be included in the newsletter or be granted access to restricted areas of the website (including courses, if purchased, either seperately or through membership registration).

Customer.s can make a request to consult or change their shared data and to unsubscribe at any time.

For more in-depth information, please consult our Privacy Policy.



Frouke Vermeulen
info@froukevermeulen.be



11. Deficiencies and complaints

Customer.s is/are responsible for accurately checking the products upon arrival. Customer complaints, which relate to defects in the product or to the delivery, and which are apparent on the outside must be transmitted by customer.s within 7 calendar days after delivery to Frouke Vermeulen in writing. Complaints related to the services offered by Frouke Vermeulen must be reported by customer.s within 7 calendar days after the service is completed to Frouke Vermeulen in writing.

Frouke Vermeulen is committed to respond to the complaint within 14 calendar days after written receipt.

12. Applicable law and competent court

All offers and agreements apply exclusively to Belgian law. The court of Turnhout is authorized for all disputes related to the sales agreements between customer.s and Frouke Vermeulen.

Any reference in this Privacy Statement to the "Privacy Act" means a reference to the Law of 8 December 1992 on the protection of privacy with respect to the processing of personal data.

The protection of customer.s's privacy and personal data is a high priority for Frouke Vermeulen. Frouke Vermeulen uses and processes your personal information only in accordance with the Privacy Act and the other relevant legal requirements.