

General Terms & Conditions – Looking frisco.

Table of Contents:

Article 1 - Definitions
Article 2 - Identity of the entrepreneur
Article 3 - Applicability
Article 4 - The offer
Article 5 - The agreement
Article 6 - Right of withdrawal
Article 7 - Costs in case of withdrawal
Article 8 - Exclusion of the right of withdrawal
Article 9 - The price
Article 10 - Compliance and Warranty
Article 11 - Delivery and execution
Article 12 - Duration transactions: duration, termination, and renewal
Article 13 - Payment
Article 14 – Complaints
Article 15 – Third-party links and optional tools
Article 16 – Liability
Article 17 – Trademarks, Intellectual Property, and Copyrights
Article 18 - User Generated Content
Article 19 - Disputes
Article 20 - Additional or different provisions

Article 1 - Definitions

In these conditions the following terms shall have the following meanings:

1. **Grace period:** The period within which the consumer can make use of his right of withdrawal;
2. **Consumer:** the natural person who is not acting in the exercise of a profession or business and who enters into a contract with the entrepreneur;
3. **Duration transaction:** a distance contract relating to a series of products and / or services of which the delivery and / or purchase obligation is spread over time;
4. **Durable data carrier:** any means that enables the consumer or entrepreneur to store information that is addressed to him personally, in a way that allows future consultation and unaltered reproduction of the stored information;
5. **Right of withdrawal:** the possibility for the consumer to waive the distance contract within the cooling-off period;
6. **Model form:** the model form for withdrawal that the entrepreneur makes available that a consumer can fill in when he/she wants to use his right of withdrawal;
7. **Entrepreneur:** the natural or legal person who offers products and/or services to consumers from a distance;
8. **Distance contract:** an agreement whereby in the framework of a system organized by the entrepreneur for distance selling of products and/or services, up to and including the conclusion of the agreement, exclusive use is made of one or more techniques for distance communication;
9. **Site:** website of frisco. (<https://lookingfrisco.com>)

Article 2 - Identity of the entrepreneur

- Looking frisco VOF
- Formosastraat 61, 1094SW, Amsterdam
- Phone number: 0615466459
- E-mail address: info@lookingfrisco.com
- Chamber of Commerce number: 86268627
- VAT number:

Article 3 - Applicability

1. These General Terms & Conditions apply to any offer from the entrepreneur and any agreement reached at a distance and orders between entrepreneur and consumer.
2. Before the remote agreement is concluded, the text of these general conditions will be made available to the consumer. If this is not reasonably possible, before the distance contract is concluded, it will be indicated that the general conditions are available for inspection at the entrepreneur's premises and website and that they will be sent to the consumer free of charge as soon as possible, at the consumer's request.
3. In case in addition to these general conditions also specific product or service conditions apply, the second paragraph shall apply mutatis mutandis and the consumer in case of conflicting general conditions always rely on the applicable provision that is most favorable to him.
4. If one or more provisions in these general conditions at any time are wholly or partially invalid or annulled, then the contract and these conditions for the rest remain in force and the provision concerned will in mutual consultation immediately be replaced by a provision that the meaning of the original as far as possible.
5. Situations not covered by these General Terms & Conditions must be assessed 'in the spirit' of these General Terms & Conditions.

Article 4 - The offer

1. If an offer has a limited period of validity or is made subject to conditions, this will be explicitly stated in the offer.
2. The offer is without obligation. The entrepreneur has the right to change and adapt the offer.
3. The offer contains a complete and accurate description of the products and/or services offered. The description is sufficiently detailed to enable the consumer to make a proper assessment of the offer. If the entrepreneur uses images these are a true reflection of the products and / or services offered. Obvious mistakes or obvious errors in the offer will not bind the entrepreneur.
4. All images, specifications and data in the offer are indicative and may not lead to compensation or dissolution of the contract.
5. Images of products are a true representation of the products offered. The entrepreneur cannot guarantee that the colors shown will exactly match the real colors of the products.
6. Each offer contains such information that it is clear to the consumer what his rights and obligations are, which are connected to the acceptance of the offer. This concerns in particular:
 - the price including taxes;
 - the possible costs of shipment;
 - the way in which the agreement will be concluded and which actions are necessary for this;
 - whether or not the right of withdrawal is applicable;
 - the method of payment, delivery and implementation of the agreement;
 - the period for accepting the offer, or the period within which the entrepreneur guarantees the price;
 - the level of the rate of distance communication if the cost of using the technology for distance communication is calculated on a basis other than the regular basic rate for the means of communication used;
 - whether the agreement is archived after its conclusion and, if so, in what way it can be consulted by the consumer;
 - the manner in which the consumer, before concluding the contract, can check the data provided by him in the context of the contract and, if desired, correct them;
 - any other languages besides Dutch in which the contract can be concluded;
 - the codes of conduct to which the trader is subject and the way in which the consumer can consult these codes of conduct electronically; and
 - the minimum duration of the distance contract in the event of an extended transaction.

Article 5 - The agreement

1. The agreement comes into effect, subject to the provisions in paragraph 4, at the time of acceptance by the consumer of the offer and the fulfillment of the conditions therein.
2. If the consumer has accepted the offer electronically, the trader will immediately confirm receipt of electronic acceptance of the offer. If the receipt of this acceptance has not been confirmed by the entrepreneur, the consumer may dissolve the contract.

3. If the agreement is created electronically, the entrepreneur will take appropriate technical and organizational measures to secure the electronic transmission of data and will ensure a secure web environment. If the consumer can pay electronically, the entrepreneur will observe appropriate security measures.
4. The entrepreneur may - within legal limits - obtain information about the consumer's ability to fulfill his payment obligations, as well as about all those facts and factors which are important for a responsible conclusion of the distance contract. If, based on this investigation, the entrepreneur has good reason not to enter into the agreement, he/she is entitled to refuse an order or application or to attach special conditions to the implementation.
5. The entrepreneur will, together with the product or service, send the consumer the following information, in writing or in such a way that the consumer can store it in an accessible way on a durable data carrier:
 - a. the visiting address of the establishment of the entrepreneur where the consumer can go with complaints;
 - b. the conditions on which and the way in which the Consumer may exercise the right of withdrawal, or a clear statement concerning the exclusion of the right of withdrawal;
 - c. the information on guarantees and existing after-sales service;
 - d. the data included in article 4, paragraph 3 of these conditions, unless the entrepreneur has already provided these data to the consumer prior to the execution of the agreement;
 - e. the requirements for terminating the agreement if the agreement has a duration of more than one year or is indefinite.
6. In case of a duration contract, the provision in the previous paragraph applies only to the first delivery.
7. Every agreement is entered into under the suspensive conditions of sufficient availability of the products concerned.

Article 6 - Right of withdrawal

In case of delivery of products:

1. When purchasing products, the consumer has the option of dissolving the agreement without giving reasons for a period of 14 days. This cooling off period commences on the day after receipt of the product by the consumer or a previously designated by the consumer and the entrepreneur announced representative.
2. During the cooling-off period the consumer will handle the product and packaging with care. He/she will only unpack or use the product to the extent necessary to judge whether he/she wishes to keep the product. If he/she exercises his/her right of withdrawal, he/she will return the product with all accessories and - if reasonably possible - in the original condition and packaging to the entrepreneur, according to the entrepreneur provided reasonable and clear instructions.
3. If the consumer wishes to make use of his right of withdrawal, he/she is obliged to inform the entrepreneur of this within 14 days after receiving the product. The consumer must make this known by means of the model form or by means of another communication tool such as e-mail. After the consumer has made known that he/she wishes to make use of his/her right of withdrawal, the customer must return the product within 14 days. The consumer must prove that the delivered goods have been returned in time, for example by means of a proof of sending.
4. If, at the end of the periods specified in sections 2 and 3, the customer has not indicated that he/she wishes to exercise his right of withdrawal or has not returned the product to the entrepreneur, the purchase is a fact.

Article 7 - Costs in case of withdrawal

1. If the consumer makes use of his right of withdrawal, he/she will be responsible for the costs of return shipment at the most.
2. If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible, but at the latest within 14 days after the withdrawal. This is subject to the condition that the product has already been received by the merchant or conclusive proof of the return can be provided. Reimbursement will be made via the same payment method used by the consumer, unless the consumer explicitly agrees to a different payment method.
3. If the product is damaged due to careless handling by the consumer, the consumer will be responsible for any decrease in value of the product.
4. The consumer cannot be held liable for a reduction in value of the product if the entrepreneur has not provided all the legally required information about the right of withdrawal; this must be done prior to concluding the purchase agreement.

1. Article 8 - Exclusion of right of withdrawal
1. The trader can preclude the consumer from having a right of withdrawal on products as described in paragraph 2 and 3. The exclusion of the right of withdrawal is only valid if the entrepreneur has clearly stated this in the offer, or at least in good time before concluding the agreement.
2. Exclusion of the right of withdrawal is only possible for products
 - a. that have been created by the entrepreneur in accordance with the specifications of the consumer;
 - b. that are clearly of a personal nature
 - c. that cannot be returned due to their nature
 - d. that spoil or age quickly;
 - e. whose price depends on fluctuations in the financial market on which the entrepreneur has no influence;
 - f. for single newspapers and magazines
 - g. audio and video recordings and computer software of which the consumer has broken the seal
 - h. for hygienic products of which the consumer has broken the seal.
3. Exclusion of the right of withdrawal is only possible for services:
 - a. concerning accommodation, transport, restaurant business or leisure activities to be performed on a certain date or during a certain period;
 - b. of which the delivery has started with the express consent of the consumer before the period for reflection has expired;
 - c. relating to betting and lotteries.

Article 8 - Exclusion of the right of withdrawal

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2. Exclusion of the right of withdrawal is only possible for products:
 - a. that have been created by the entrepreneur in accordance with the specifications of the consumer;
 - b. that are clearly of a personal nature;
 - c. that cannot be returned due to their nature;
 - d. that spoil or age quickly;
 - e. whose price depends on fluctuations in the financial market on which the entrepreneur has no influence;
 - f. for hygienic products of which the consumer has broken the seal.
 - g. of which the delivery has started with the express consent of the consumer before the period for reflection has expired;
 - h. relating to lotteries.

Article 9 - The price

1. During the validity period mentioned in the offer, the prices of the products and/or services offered will not be increased, except for price changes due to changes in VAT rates.
2. The prices stated in the offer of products or services shall include VAT.
3. All prices are subject to misprints and printing errors. No liability will be accepted for the consequences of misprints and typesetting errors. In case of misprints, the entrepreneur is not obliged to deliver the product at the wrong price.

Article 10 - Compliance and Warranty

1. The entrepreneur guarantees that the products and / or services meet the contract, the specifications stated in the offer, the reasonable requirements of reliability and / or usability and on the date of the conclusion of the agreement existing legal provisions and / or government regulations.
2. A guarantee provided by the entrepreneur, manufacturer or importer does not affect the legal rights and claims that the consumer, based on the agreement, can assert against the entrepreneur.
3. Any defects or wrongly delivered products should be reported to the entrepreneur in writing within 2 months after delivery. The products must be returned in their original packaging and as new.
4. The guarantee period of the entrepreneur corresponds to the factory guarantee period. However, the entrepreneur is never responsible for the ultimate suitability of the products for each individual application by the consumer, nor for any advice regarding the use or application of the products.
5. The guarantee does not apply if:

- a. The consumer has repaired and/or modified the delivered products himself or has had them repaired and/or modified by third parties;
- b. The delivered products have been exposed to abnormal conditions or have otherwise been handled carelessly or contrary to the instructions of the entrepreneur and/or on the packaging;
- c. The defectiveness is wholly or partially the result of regulations which the government has laid down or will lay down with regard to the nature or quality of the materials used.

Article 11 - Delivery and execution

1. The entrepreneur shall take the greatest possible care when receiving and executing orders for products and when assessing applications for the provision of services.
2. The place of delivery is the address that the consumer has made known to the company.
3. Subject to what is stated in paragraph 4 of this article, the company will execute accepted orders expeditiously but at least within 30 days, unless the consumer has agreed to a longer delivery period. If the delivery has been delayed, or if an order cannot be filled or can be filled only partially, the Consumer shall be informed about this within 30 days after the order was placed. In that case, the consumer has the right to dissolve the agreement free of charge. The consumer is not entitled to compensation.
4. All delivery periods are indicative. The consumer cannot derive any rights from any delivery dates mentioned. Exceeding a term does not entitle the consumer to compensation.
5. In case of dissolution in accordance with paragraph 3 of this article, the entrepreneur shall return the amount paid by the consumer as soon as possible but at the latest within 14 days after dissolution.
6. If delivery of an ordered product turns out to be impossible, the entrepreneur shall make an effort to provide a replacement article. The fact that a replacement article is being delivered will be communicated in a clear and comprehensible manner, at the latest upon delivery. The right of withdrawal cannot be excluded with replacement articles. The cost of any return shipment shall be borne by the entrepreneur.
7. The risk of damage and/or loss of products rests with the entrepreneur up to the moment of delivery to the consumer or a representative previously designated and announced to the entrepreneur, unless otherwise expressly agreed.

Article 12 - Duration transactions: duration, termination and renewal

Termination

1. The consumer can terminate an indefinite agreement that extends to the regular delivery of products (including electricity) or services at all times, subject to the agreed termination rules and a notice of up to one month.
2. The consumer may contract for a definite period and that extends to the regular delivery of products (including electricity) or services, at any time at the end of the fixed term denounce the applicable termination rules and a notice not exceeding one month.
3. The consumer can terminate the agreements referred to in the previous paragraphs
 - a. terminate them at all times and not be limited to termination at a specific time or during a specific period;
 - b. at least terminate them in the same manner as they were concluded by him;
 - c. always terminate them with the same period of notice as the entrepreneur has stipulated for himself.
2. Extension
3. An agreement that has been entered into for a definite period of time and that extends to the regular delivery of products (including electricity) or services, may not be tacitly extended or renewed for a definite period of time.
4. Notwithstanding the preceding paragraph, a fixed-term contract that has been concluded for the regular supply of daily or weekly newspapers or magazines may be tacitly renewed for a maximum period of three months, if the consumer has the right to terminate this renewed contract before the end of the renewal period, with a period of notice that does not exceed one month.
5. A fixed-term contract that has been concluded for the regular supply of products or services may only be automatically prolonged for an indefinite period of time if the consumer has at all times the right to terminate, with a period of notice that does not exceed one month and a period that does not exceed three months if the contract is to regularly supply daily or weekly newspapers or magazines, but less than once a month.
6. A contract with a limited term for the regular supply, by way of introduction, of daily or weekly newspapers and magazines (trial or introductory subscription) shall not be tacitly continued and shall end automatically at the end of the trial or introductory period.
7. Duration
8. If a contract lasts more than one year, after one year the consumer may at any time terminate with a notice of up to one month, unless the reasonableness and fairness resisting the termination before the end of the agreed term.

Article 13 - Payment

1. As far as no other date has been agreed, sums payable by the consumer should be paid within 7 working days after the start of the reflection period, as referred to in article 6 paragraph 1. In case of an agreement for the provision of a service, this period shall start after the consumer has received the confirmation of the agreement.
2. The consumer has the duty to inform the entrepreneur immediately of any inaccuracies in payment data provided or stated.
3. In case of non-payment on the part of the consumer, and subject to legal restrictions, the entrepreneur is entitled to charge the consumer for any reasonable costs made known to the consumer in advance.

Article 14 - Complaints procedure

1. The entrepreneur shall have a sufficiently publicised complaints procedure and shall handle the complaint in accordance with this complaints procedure.
2. Complaints about the implementation of the agreement must be fully and clearly described and submitted to the entrepreneur within two months after the consumer has found the defects.
3. Complaints submitted to the entrepreneur shall be answered within a period of 14 days, calculated from the date of receipt. If a complaint requires a foreseeably longer processing time, the entrepreneur shall respond within 14 days with a notice of receipt and an indication of when the consumer can expect a more detailed answer.
4. If the complaint cannot be solved in mutual consultation, a dispute arises that is subject to the dispute settlement procedure.
5. In case of complaints, a consumer should first turn to the entrepreneur. It is also possible to register complaints via the European ODR platform (<http://ec.europa.eu/odr>).
6. A complaint shall not suspend the Entrepreneur's obligations, unless the Entrepreneur indicates otherwise in writing.
7. If a complaint is found to be justified by the entrepreneur, the entrepreneur will, at his discretion, either replace or repair the delivered products free of charge.

Article 15 – Third-party links and optional tools

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to such tools “as is” and “as available” without any warranties. Certain content, products and services available via our Service may include materials from third parties. We are not responsible for examining or evaluating the content or accuracy from third parties. We shall have no liability whatsoever arising from or relating to use of third-party links and tools.

Article 16 - Liability

1. The entrepreneur is not responsible for any liability, loss, personal injury, damage, or expense that the customer may suffer after the transaction.

Article 17 – Trademarks, Intellectual Property, and Copyrights

Trademarks

All trademarks, service marks, and trade names of frisco. on the Site are trademarks or registered trademarks of frisco., or of their respective owners.

Copyright

The technology underlying, and the entire content included in, the Site, including but not limited to text, graphics or code is copyrighted as a collective work under the Dutch and other copyright laws, and is the property of frisco. and is protected by copyright and other intellectual property or proprietary rights. The collective work includes works that are licensed to frisco. All rights reserved. We do not investigate to determine if such works are accurate, nor can we provide assurance that all such works are free of typographical errors. We cannot guarantee information displayed on this Site to be 100% accurate.

Article 18 - User Generated Content

By sharing, submitting and uploading any of your data (including but not limited to photographs, images, video, music, art, or comments) to frisco. website, frisco. social media channels (including, without limitation TikTok, Facebook and Instagram) and pages dedicated to frisco. in discussion forums, you grant frisco. a worldwide, non-exclusive, royalty-free,

sub-licensable and transferable license to use, reproduce, prepare derivative works of, display and perform your user data in any legal manner for the benefit of frisco. You acknowledge and agree that you are solely responsible for all the user data that you make available through such means. Accordingly, you represent and warrant that: (1) you have all rights, licenses, consents, and releases necessary to grant frisco. the required rights to disseminate any user data, and (2) neither your data nor your posting, uploading, publication, submission, or transmittal of this data or frisco. use of your uploaded data (or any portion thereof) on, through or by the means of Frisco. will infringe, misappropriate, or violate a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights or rights of publicity or privacy or result in the violation of any applicable law or regulation.

Article 19 - Disputes

1. On agreements between the entrepreneur and the consumer to which these general conditions relate, only Dutch law applies. Even if the consumer lives abroad.
2. The Vienna Sales Convention does not apply.

Article 20 - Additional or different provisions

Additional provisions or provisions that deviate from these General Terms & Conditions may not be to the consumer's detriment and should be recorded in writing or in such a way that the consumer can store them in an accessible manner on a durable data carrier.

Model form for return of goods

(complete and return this form only if you wish to withdraw from the agreement and return goods)

- To:
 - Looking frisco VOF
 - Formosastraat 61, 1094SW, Amsterdam
 - Phone number: +31628495836
 - E-mail address: info@lookingfrisco.com
 - Chamber of Commerce number: 86268627
 - VAT number:

— I hereby give notice that I withdraw from this contract concerning the sale of the following goods:

— Ordered on (DD-MM-YYYY):

— Order number:

— Received on (DD-MM-YYYY):

— Name Consumer:

— Address Consumer:

— IBAN Bank account (if applicable. Do not enter Credit card details):

— Date (DD-MM-YYYY):