

DESIGNED BY JOAN

TERMS AND CONDITIONS

For the online sale of clothing and other Designed by Joan products.

***Important:** standard print-on-demand production does not automatically constitute custom-made production. This version therefore does not generally exclude the right of withdrawal for all on-demand items; only an applicable statutory exception can do so.*

1. Applicability

These Terms and Conditions apply to offers, orders and agreements between Designed by Joan and consumers through the online store, unless otherwise validly agreed in writing. Mandatory consumer law always takes precedence over any provision in these Terms and Conditions.

2. Offer and agreement

Product images and descriptions are presented as accurately as possible. An agreement is concluded when the order has been completed and confirmed in accordance with the ordering process, except in the event of obvious errors, fraud checks or circumstances in which the order cannot lawfully be fulfilled.

3. Prices and payment

The retail price displayed with the product and the costs stated at checkout apply to the order. Any shipping charges or other applicable costs will be shown before the order is completed. Payment is made using the payment methods offered in the online store.

4. Production and delivery

Some products are produced specifically after an order is placed. Stated delivery times are estimates unless a fixed delivery period has been expressly agreed. In the event of a delay, the matter will be handled in accordance with applicable consumer law. The customer is responsible for entering the correct delivery address.

5. Right of withdrawal

For an online consumer purchase, a statutory cooling-off period of 14 days after receipt of the product applies in principle. The consumer does not need to provide a reason. Following a valid withdrawal, the statutory periods for returning the product and issuing a refund apply. Designed by Joan will provide the legally required information and return instructions.

6. Exceptions to the right of withdrawal

The right of withdrawal may be excluded by law for goods made to the consumer's specifications or clearly personalised. A product is not automatically considered custom-made or personalised solely because it is produced on demand after the order is placed. Where a statutory exception applies, the consumer will be clearly informed before purchase.

7. Return costs and diminished value

Where the right of withdrawal applies, it will be clearly stated before purchase who is responsible for the direct cost of returning the goods. The consumer may inspect the product as they reasonably would in a shop. The consumer may be liable for any diminished value caused by handling or use beyond what is necessary for such an inspection.

8. Refunds

Following a valid withdrawal, the refund will be made in accordance with statutory rules and time limits, in principle using the same payment method. Where permitted by law, Designed by Joan may withhold the refund until the product has been received or until the consumer provides evidence that it has been returned.

9. Conformity and complaints

Products supplied must conform to the agreement. In the event of a defect, incorrect delivery or damage, the consumer may invoke the remedies available by law. Please submit a complaint as clearly as possible to designedbyjoanapparel@gmail.com, preferably including the order number and relevant photographs.

10. Intellectual property

All intellectual property rights in original designs, branding, texts, photography and other creative content remain with Designed by Joan or the relevant rights holder. A purchase grants only the right to use the physical product in the normal manner and does not transfer any design or reproduction rights.

11. Liability

To the extent permitted by law, Designed by Joan is not liable for damage resulting from the incorrect or improper use of a product. Nothing in these Terms and Conditions limits liability or consumer rights where such limitation is prohibited under mandatory law.

12. Force majeure

Where performance is temporarily impossible due to circumstances beyond reasonable control, an appropriate solution will be sought within the limits of the law. Consumers' statutory rights remain applicable.

13. Governing law

Agreements with Designed by Joan are governed by Dutch law, without prejudice to any mandatory consumer protection to which a consumer is entitled under applicable international rules.

14. Amendments

Designed by Joan may amend these Terms and Conditions for future orders. An agreement already concluded remains subject to the version that applied when it was concluded, unless an amendment is required by law or validly agreed.

CONTACT

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