



## **General Terms and Conditions of Knit Factory**

Below, you will find our general terms and conditions. These general terms and conditions always apply when you use our website or place an order through ordering process on the website. The general terms and conditions include important information for you as purchaser. You should therefore read them carefully. In addition, we recommend that you save or print out these terms and conditions so you can read them again at a later time.

### **Clause 1. Definitions**

In these General Terms and Conditions, the following terms have the following meanings:

- a. Knit Factory: Knit Factory B.V., a private limited liability company having its registered office in (6658 AD) Beneden-Leeuwen, the Netherlands, at the address Energieweg 22 and registered with the Chamber of Commerce under registration number 83355723.
- b. Customer: a customer, whether or not acting in the performance of a profession or business, who has entered into a Contract with Knit Factory and/or who has registered on the Website.
- c. Shopper: a Customer not acting in the performance of a profession or business.
- d. Parties: Knit Factory and the Customer jointly.
- e. Contract: all agreements and contracts between Knit Factory and the Customer of which these General Terms and Conditions form an integral part.
- f. Product/Products: all items which Knit Factory delivers to the Customer under the Contract, such as plaids, sweaters, dresses, hats, tea towels, bath mats and comforter covers.
- g. Website: Knit Factory's website, which can be found [www.knitfactory.com](http://www.knitfactory.com) and all related subdomains.
- h. General Terms and Conditions: these general terms and conditions as published on the Website.

### **Clause 2. Applicability of the General Terms and Conditions**

- 1. The General Terms and Conditions apply to all quotations, Contracts and deliveries of Knit Factory, unless expressly agreed otherwise in writing.
- 2. The applicability of any terms and conditions of the Customer are expressly excluded.
- 3. If any product-specific or promotion-specific terms and conditions apply in addition to these General Terms and Conditions, then those terms and conditions will also apply.
- 4. If any provision from the Contract or the General Terms and Conditions turns out to be null and void, this will not affect the validity of the remainder of the Contract or General Terms and Conditions. In that event, the Parties will lay down a new provision to replace the former, which will give shape to the intention of the original provision as much as possible by law.
- 5. Knit Factory may not always require strict compliance with the General Terms and Conditions. This does not mean that the provisions do not apply or that Knit Factory loses the right to require strict compliance with the General Terms and Conditions in other situations.



### **Clause 3. Prices and information**

1. An offer on the Website lapses if the Product to which the offer relates is no longer available in the meantime.
2. All prices stated on the Website and in other materials of Knit Factory are inclusive of VAT and other government levies, unless stated otherwise on the Website.
3. If a Product must be delivered from another country, Knit Factory will charge any VAT and other government levies in accordance with applicable national and international laws and regulations to the Customer.
4. The Customer will bear the shipping costs, unless the Website states otherwise. The amount of the costs will be displayed during the ordering process.
5. The content of the Website has been prepared with due care. However, Knit Factory cannot guarantee that all information on the Website is correct and complete at all times. All prices and other information on the Website and in other materials of Knit Factory are therefore subject to apparent programming and typing errors.
6. Knit Factory cannot be held liable for colour or other deviations due to screen quality.

### **Clause 4. Conclusion of the Contract**

1. The Contract is concluded as soon as the Customer has accepted Knit Factory's offer on the Website and complies with the conditions set by Knit Factory in that regard.
2. As soon as the Contract is concluded, the Customer will receive an electronic confirmation of this.
3. If it becomes apparent that the data provided by the Customer are incorrect, Knit Factory will have the right to suspend performance of its obligations until it has received the correct data.
4. Knit Factory may enquire, within the statutory limits, about the Customer's ability to fulfil their payment obligations and about all facts and factors that are important for concluding the Contract in a responsible manner. If Knit Factory has valid grounds not to enter into the Contract based on this investigation, it will have the right to refuse an order or request or attach special conditions, such as payment in advance, to the performance.

### **Clause 5. Registration**

1. To make optimal use of the Website, the Customer can register via the registration form on the Website.
2. During the registration procedure, the Customer must choose a password which they can use, together with their e-mail address, to log in to the Website after the registration. The Customer is responsible for choosing a sufficiently secure password.
3. The Customer must keep its login details, e-mail address and password strictly confidential. Knit Factory is not liable for any misuse of the login details, and Knit Factory is always entitled to presume that the party logging in to the Website is actually the Customer. The Customer bears the responsibility and risk associated with everything that is done through the Customer's account.



4. If the Customer knows or suspects that another party has unauthorised access to the Customer's login details, the Customer must change its password as soon as possible and/or notify Knit Factory of that access so that Knit Factory can take suitable measures.

#### **Clause 6. Performance of the Contract**

1. Knit Factory is permitted to engage third parties for the performance the obligations ensuing from the Contract.
2. After Knit Factory has received the order, it will send the Products as soon as possible.
3. Knit Factory is entitled to deliver an order containing several Products in parts and to invoice the delivered parts separately.
4. If a period was agreed or stipulated for the delivery of the Products, this will never be a strict deadline. If this period is exceeded, the Customer must first give Knit Factory notice of default before Knit Factory will be in default. This means that the Customer must afford Knit Factory a reasonable period – at least 14 days – to perform its obligations.
5. Knit Factory delivers the Products: Ex Works (in accordance with Incoterms 2020), unless the Customer is a Shopper. If the Customer is a Shopper, Knit Factory delivers the Products: Delivered At Place (in accordance with Incoterms 2020).
6. The Customer is required to accept delivery of the Products when they are made available to them. If the Customer fails to do so, Knit Factory will be entitled to store the Products at the Customer's risk. The Customer will bear the related costs, such as transportation and storage costs.
7. If the ordered Product is no longer deliverable, Knit Factory will be entitled to deliver a similar Product of similar quality as the ordered Product. In that case, the Customer will be entitled to dissolve the Contract free of charge and return the Product free of charge.

#### **Clause 7. Retention of title**

1. Knit Factory will retain title to all Products delivered until all claims of Knit Factory against the Customer (including any collection and other costs and interest related thereto) have been paid in full.
2. Before the transfer of title referred to above, the Customer is not permitted to sell, deliver or pledge the Products or grant any other right thereto to third parties. An exception to this is that the Customer is allowed to do so if this is done in its normal course of business, unless the Customer has filed an application to grant a provisional suspension of payments, a petition for bankruptcy has been filed in respect of the Customer or the Customer is declared bankrupt.
3. Knit Factory is entitled to take back the Products delivered subject to retention of title and still held by the Customer if the Customer fails to ensure that invoices are paid on time or in full or has or is likely to have payment difficulties.
4. The Customer will grant Knit Factory free access at all times to inspect its Products and/or to enable Knit Factory to exercise its rights.



#### **Clause 8. Right of withdrawal**

1. This clause only applies if the Customer is a Shopper. Therefore, only a Shopper can exercise the right of withdrawal.
2. Shoppers have the right to dissolve the distance Contract concluded with Knit Factory within 30 days, without stating reasons, free of charge.
3. The period of 30 days as referred to in paragraph 2 of this clause commences on the day after the Shopper, or a third party designated by them in advance, who is not the carrier, has received the Product, or:
  - a. if the Shopper has ordered several Products in the same order: the day on which the Shopper, or a third party designated by them, has received the last Product;
  - b. if the delivery of a Product consists of multiple instalments or pieces, the day on which the Shopper, or a third party designated by them, has received the final instalment or final piece;
  - c. in case of Contracts for regular delivery of Products during a given period: the day on which the Shopper, or a third party designated by them, has received the first Product.
4. During the withdrawal period as referred to in paragraph 2 of this clause the Shopper must treat the Product and the packaging with due care. The Shopper may only open the packaging and use the Product in so far as this is necessary to assess the nature, characteristics and functioning of the Product. The guiding principle here is that this inspection may not go beyond what the Shopper could do in a physical store.
5. If the Shopper handles the Product contrary to paragraph 4 of this clause or otherwise damages the Product, the Shopper will be liable for the resulting value reduction.
6. The Shopper may dissolve the Contract during the period referred to in paragraph 2 of this clause by sending the model form for withdrawal to Knit Factory, whether digitally or not, or by informing Knit Factory in another unambiguous manner, in writing, that they have decided not to proceed with the purchase. After the dissolution, the Shopper will return the Product to Knit Factory as soon as possible, but in any case within 30 days after the Shopper has received the Product.
7. The Shopper will bear the costs in connection with returning the products, unless the Website states otherwise.
8. Products may be returned to:  
Knit Factory B.V.  
Energieweg 22  
6658 AD Beneden-Leeuwen
9. Amounts already paid by the Shopper, or amounts paid in advance, will be repaid to the Shopper as soon as possible in the same way the Shopper paid for the order. If there is a value reduction as referred to in paragraph 5 of this Clause, Knit Factory will be entitled to set off the value reduction against the amounts already paid by the Customer, as a result of which the Customer will be repaid a lower amount.
10. The Website will provide clear information on whether the right of withdrawal applies and any desired procedure in good time before the conclusion of the Contract.



### **Clause 9. Payment**

1. The Customer must make payments to Knit Factory in accordance with the payment procedure and any payment methods indicated on the Website. Knit Factory is free to choose the payment methods it offers, and these may also change from time to time.
2. In case of payment after delivery, the Customer will have a period of 14 days to pay, which period will commence on the day after delivery.
3. If the Customer fails to perform its payment obligation(s) on time and/or in full, the Customer will be in default. In that case, the Customer will be required to pay the statutory interest and collection costs to Knit Factory. Furthermore, the Customer will bear all judicial and extrajudicial costs that Knit Factory is forced to incur in order to collect any amounts wrongfully left unpaid by the Customer.
4. If the Customer is a Shopper and the Shopper fails to perform its payment obligation(s) on time and/or in full, Knit Factory will give the Shopper another opportunity to perform its payment obligation(s) within a period of 14 days (notice of default). If the Shopper again fails to pay the amount(s) owed, the Shopper will owe Knit Factory statutory interest and collection costs. Furthermore, the Customer will bear all judicial and extrajudicial costs that Knit Factory is forced to incur in order to collect any amounts wrongfully left unpaid by the Shopper.
5. Knit Factory is entitled to deduct payments made by the Customer to Knit Factory first from the costs, then from the accrued interest and finally from the principal sum and the accrued interest.
6. If the Customer fails to perform its payment obligations, Knit Factory will be entitled to suspend the delivery of Products.
7. The Customer is required to lodge complaints regarding an invoice or the amount of an invoice to Knit Factory in writing and in as much detail as possible within seven days after the invoice date. If the Customer has not made their complaints known within seven days after the invoice date, the invoice will be considered to have been accepted. Complaints regarding an invoice will not suspend the Customer's payment obligation.

### **Clause 10. Conformity**

1. Knit Factory exclusively warrants that the Products conform to the Contract, the specifications stated in the offer, and the Dutch statutory provisions and/or government regulations applicable on the day the Contract is concluded.
2. Knit Factory provides no guarantee regarding suitability of the Products for the purposes envisaged by the Customer, and Knit Factory will not be liable unless Knit Factory has expressly confirmed the suitability for a certain purpose in writing. The Customer is required to investigate whether the Product is suitable for their specific purposes themselves. Any liability for any damage or loss that may occur during or as a result of the use of the Product is excluded.

### **Clause 11. Complaints procedure**

1. If the Customer has a complaint regarding a Product and/or other aspects of the services provided by Knit Factory, they may lodge such complaints to Knit Factory by telephone, e-



mail or post. The contact details are specified at the bottom of the General Terms and Conditions. Any complaint must contain a description of the complaint that is as detailed as possible, so that Knit Factory will be able to provide an adequate response.

2. Knit Factory will respond to the Customer's complaint as soon as possible, but in any event within one month after receipt of the complaint. If it is not yet possible to give a substantive or definitive response, Knit Factory will confirm the complaint within one month after receipt and indicate the period within which it expects to give a substantive or definitive response to the complaint.
3. A Customer who is a Shopper may also lodge a complaint through the European Union's dispute resolution platform, which can be accessed at <http://ec.europa.eu/odr/>.
4. If the Customer lodges a complaint, this will not suspend their payment obligation(s).
3. If Knit Factory concludes that the complaint lodged by the Customer is valid, Knit Factory will arrange a suitable solution at Knit Factory's discretion.
5. If Knit Factory concludes that the complaint lodged is not valid, the Customer will bear the resulting costs – including the costs of the investigation – incurred by Knit Factory.

#### **Clause 12. Suspension and dissolution**

1. Knit Factory has the right to dissolve the Contract with immediate effect and/or suspend performance of the Contract – in addition to its statutory rights to dissolve the Contract and suspend performance – if one of the following events occurs:
  - a. if the Customer fails to perform its obligations under the Contract and/or the General Terms and Conditions, or fails to do so in full or on time;
  - b. if, after entering into the Contract, Knit Factory has become aware of information that gives sufficient reason to fear that the Customer will not perform its obligations;
  - c. if the Customer dies;
  - d. if an application to grant a provisional suspension of payments has been filed for the Customer;
  - e. if the Customer has been declared bankrupt, or a petition for the Customer's bankruptcy has been filed;
  - f. if attachment is levied against the Customer;
  - g. if a resolution is adopted to dissolve and/or liquidate the Customer;
  - h. if the Customer is subject to the authority of a guardian or administrator;
  - i. if the Customer otherwise loses the power of disposition or legal capacity with respect to their assets or parts thereof.

The Customer is required to inform Knit Factory without delay of the occurrence of one of the events as referred to at d through i.

2. If Knit Factory exercises its right to dissolve the Contract or suspend performance, the Customer will bear all ensuing costs and loss incurred and all Knit Factory's claims will become immediately due and payable.
3. The Customer waives all rights to full or partial dissolution of the Contract or full or partial suspension of their payment or other obligations, unless the Customer is a Shopper.



### **Clause 13. Website**

Knit Factory makes every effort to keep the Website functioning properly and continuously accessible. However, Knit Factory cannot guarantee this. Knit Factory trusts that the Customer shows understanding during possible disruptions or maintenance of the Website. In any event, the Customer cannot hold Knit Factory liable for the loss incurred by the Customer as a result of the fact that Knit Factory's website cannot be accessed.

### **Clause 14. Personal data**

Knit Factory processes the Customer's personal data in accordance with its privacy statement. This privacy statement can be found on the Website.

### **Clause 15. Force majeure**

1. Knit Factory is not required to perform any obligation in respect of the Customer if it is prevented from doing so due to a situation of force majeure.
2. In these terms and conditions, force majeure is understood to mean – in addition to what it is understood to mean in law and in case law – all external causes, foreseen or unforeseen, outside of Knit Factory's control and which prevent Knit Factory from performing its obligations, such as pandemics, epidemics, failures to perform by suppliers, government measures hindering performance, dangers to public health, disturbances of public infrastructure, general transport problems, strikes, war, terrorist attacks, domestic disturbances or natural disasters.
3. Knit Factory may suspend the performance of its obligations under the Contract for the time that the situation of force majeure continues. If this period of time lasts longer than two months, then the Parties will be entitled to dissolve the Contract without being required to compensate the other party.
4. If Knit Factory has already performed some of its obligations under the Contract, or is able to still perform these, at the time of the occurrence of the situation of force majeure, then Knit Factory will be entitled to invoice this already performed part or the part still to be performed. The Customer is required to pay this invoice.

### **Clause 16. Liability**

1. The delivery of the Products releases Knit Factory from all liability for defects that the Customer had already discovered or should reasonably have discovered when the Products were delivered.
2. Knit Factory cannot influence how the Customer will ultimately use the Products delivered. The Customer itself is therefore responsible for the use of the Products.
3. Knit Factory is not liable for any loss resulting from Knit Factory relying on incorrect and/or incomplete information provided by or on behalf of the Customer.
4. Knit Factory is not liable for any loss resulting from:
  - a. a failure to follow the instructions for use and/or other manuals of a Product;
  - b. a failure to comply with or follow Knit Factory's instructions regarding a Product;





- c. repairs to or maintenance of a Product by a party other than Knit Factory;
  - d. improper maintenance of a Product;
  - e. inexpert or careless use of a Product;
  - f. wear and tear as a result of normal use of a Product;
  - g. installation, modification and/or processing of a Product by a party other than Knit Factory;
  - h. a Product having been used for purposes other than the Product intended purpose.
5. Knit Factory is never liable towards the Customer for indirect loss, in any event including – but expressly not limited to – consequential loss, lost profit, lost savings, loss of data and loss due to business interruption.
6. Knit Factory can only be held liable for direct loss resulting from an attributable failure to perform the obligation(s) ensuing from the Contract. Direct loss is understood to mean:
- a. the reasonable costs incurred to determine the cause and extent of the loss, in so far as this concerns the determination of the loss as referred to in these General Terms and Conditions;
  - b. any reasonable costs incurred to conform Knit Factory's faulty performance to the Contract;
  - c. the reasonable costs incurred to prevent or mitigate loss, provided that the Customer can demonstrate that these costs resulted in a mitigation of direct loss as referred to in these General Terms and Conditions.
7. Any right the Customer has to compensation is always subject to the condition that the Customer must report the loss to Knit Factory in writing as soon as possible after the loss has occurred, but in any event within 30 days.
8. Knit Factory's liability is at all times limited to the amount that is paid out under Knit Factory's liability insurance in the case in question. If, for any reason, no payment is made under the aforementioned insurance, any liability is limited to the amount including VAT invoiced for the Contract, or for that part of the Contract to which the liability relates.
9. Any liability of Knit Factory lapses six months after the date on which the Contract was terminated through delivery, dissolution or otherwise.
10. The limitations of Knit Factory's liability included in these General Terms and Conditions do not apply if the loss can be attributed to deliberate intent or recklessness on the part of Knit Factory.

#### **Clause 17. Indemnities**

The Customer indemnifies Knit Factory against all third-party claims in connection with or ensuing from the legal relationship between Knit Factory and the Customer.

#### **Clause 18. Final provisions**

- 1. If these General Terms and Conditions have been drawn up in another language, the Dutch version will prevail in the event of any ambiguities, imperfections or contradictions in/due to the translation.





2. The Contract is subject to Dutch law, even if all or part of the Contract is performed abroad or the Customer resides abroad.
3. In case of a conflict between a provision of these General Terms and Conditions and a provision of the U.N. Convention on Contracts for the International Sale of Goods (CISG), the provisions of these General Terms and Conditions will prevail.
4. To the extent that the rules of mandatory law do not prescribe otherwise, any dispute that may arise further to the Contract will be submitted to the competent Dutch court in the district where Knit Factory has its registered office.
5. Any legal proceedings will be conducted in the Dutch language.
6. The parties will not petition the court until after they have made an effort to resolve the dispute in mutual consultation.

### **Contact details**

If you have any questions, complaints or comments after reading these General Terms and Conditions, please contact us using the contact details below.

Knit Factory B.V.  
Energieweg 22  
6658 AD Beneden-Leeuwen

Telephone:	+31 (0)487 – 215 110
E-mail:	<a href="mailto:customerservice@knitfactory.com">customerservice@knitfactory.com</a>
Ch. of Comm. no.:	83355723
VAT number:	NL862842530B01