

1 Field of application. The present general terms and conditions (hereinafter referred to as "Conditions") apply to any commercial transaction between Anna Nuytten (hereinafter referred to as "Seller") and a client (hereinafter referred to as "Client"). These terms and conditions are essential to the Seller and take precedence over all other general terms and conditions, including those of the Client. Deviation from these terms and conditions is only possible by express letter and by mutual agreement between the Seller and the Client. These conditions supplement the special conditions specific to each contractual relationship. Silence on the part of the Vendor shall not imply tacit acceptance of any other general terms and conditions. The Seller reserves the right to modify the general terms and conditions. The Client may, at any time and on simple request, request a copy of the general terms and conditions in force at that time from the Seller, who shall immediately forward it to the Client.

2 Acceptance of the terms and conditions. The Customer shall be deemed to know, understand and accept the terms and conditions from the moment an order is placed, whether the order is placed online or in person.

3 Specifications and price quotations. The specifications and quotations drawn up by the Vendor shall always be based on the terms and conditions of the services in force at the time. In the event of any current changes to the duration of the estimate or quotation, the Vendor expressly reserves the right to adjust his prices and rates proportionately to these changed values. By signing the specifications or the offer, the Client undertakes to purchase the goods and/or services mentioned therein. Price quotations are only binding on the Vendor after his written confirmation.

4 The delivery period. The Vendor undertakes to deliver the agreed services at the agreed date and time, depending on the specific requirements and cooperation of the Client and on the concrete circumstances (external or otherwise).

5 Duration of the agreement. Agreements between the Seller and the Client are entered into for pre-arranged ceremonies including location, date and time. The agreement will enter into force after confirmation from the Seller. For wedding ceremonies, Customer may terminate the agreement by registered letter with acknowledgement of receipt, subject to 1 (one) month's notice. For funeral ceremonies, Customer may terminate the agreement in personal consultation with and subject to Seller's approval. The aforementioned formalities shall apply under penalty of nullity. This clause shall apply subject to specific and written derogation thereof in the special contractual conditions between the Client and the Seller.

6 Duration of the contract. The duration of the contract shall be limited to the agreed event or ceremony.

7 The price. The price indicated by the Seller shall include the price of the service, the price of the goods and any transport costs (within a radius of 20km), excluding VAT. Other expenses, such as (but not limited to) additional travel costs, scores, etc. associated with the ceremony or event, or other expenses that are not part of Seller's normal overhead costs, will be charged separately and in detail to Customer.

8 Payment. The price is due and payable by the Client to the Vendor as follows, subject to specific and written derogation in special contractual terms and conditions between the Client and the Vendor.

Invoices for events and ceremonies are payable up to 30 days after delivery of the services.

9 Late or non-payment. In the event of late or non-payment, the price shall be increased and without notice of default by interest of 12% per annum from the date of invoicing, plus an indemnity clause amounting to 12% of the unpaid amount, always with a minimum of EUR 50. All judicial and extra-judicial costs of any kind incurred by the Seller as a result of the Client's failure to meet its payment obligations shall be borne by the Client. All this shall be done on the basis of a simple letter to the Client, sent by ordinary post or e-mail. In that case, the Seller does not assume any liability for any disadvantage that the Client would suffer as a result of the suspension or termination of performance and the Client shall have no claim on the Seller in this respect.

10 The invoice. The Seller shall only invoice digitally via the e-mail address given by the Client when placing the order. The Customer must formulate any objection to an invoice by registered letter with acknowledgement of receipt addressed to the Vendor within five (5) calendar days of the invoice being sent. The Customer must give detailed reasons for the protest in writing. The aforementioned formalities shall apply under penalty of nullity. A commercial gesture does not imply any acknowledgement. Lack of protest within this period shall be irrevocably accepted as acceptance of the corresponding services and their invoicing. Previously unconditionally paid invoices cannot be questioned or protested again.

11 Acceptance of the delivered goods and services. The Client shall be deemed to accept the goods and services delivered, except in the case of a complaint formulated by registered letter with acknowledgement of receipt addressed to the Seller, within 5 (five) calendar days from the delivery of the good or service to the Client. The Client must give detailed reasons for the complaint in writing. The aforementioned formalities shall apply under penalty of nullity.

12 Cancellation of the order. If the Customer wishes to cancel the order unilaterally, he must do so in the following manner:

For wedding ceremonies, the Customer may cancel the contract by registered letter with acknowledgement of receipt, subject to 1 (one) month's notice. For funeral ceremonies, Customer may cancel the agreement termination in personal consultation with and subject to the agreement of the Seller. These formalities shall apply under penalty of nullity. In the event of unilateral cancellation of the order by the Client prior to the commencement of the works, the Client shall be liable to pay a fixed compensation of 30% of the value of the order, always subject to a minimum of EUR 100 excluding VAT. In the event of unilateral cancellation of the order by the Client after commencement of the services, the Client shall be liable for the full amount of the invoice, subject to a minimum of EUR 250, plus any costs already incurred by the Vendor and after settlement of the state of the works.

13 The cancellation of an appointment on site. In case of cancellation of an appointment on site, the Seller shall remain obliged to pay the full agreed amount for the services.

14 Liability. The Seller shall not be liable for errors or problems that are due to the work or adjustments made to the goods and services delivered by another service provider or by the Client itself, nor for the (indirect) damage resulting therefrom which prevents the Seller from performing his services properly. The Seller's liability shall in any case be limited to the proven and actual damage suffered by the Client as a result of the agreement concluded between the parties. Any damages shall under no circumstances exceed the total amount of the services already invoiced.

15 Force majeure. In the event that the Seller is temporarily unable to (fully) perform the contract as a result of for example (but not exhaustively) force majeure, accident, fire, riots, illness or any other event beyond the Seller's control, this shall not entitle the Client to compensation from the Seller. In the event that the Seller is definitively unable to (fully) perform the contract due to, for example (but not limited to) force majeure, accident, fire, riot, illness or any event beyond the Seller's control, the Seller reserves the right to terminate the contract with the Client without being liable to pay any compensation to the Client. The Seller does, however, undertake to work with the Client to find a solution.

16 Sound recordings, video recordings and online broadcasts of the Seller's services. Only in consultation and agreement with the Seller may sound and video recordings be made of the Seller's services. These recordings can only be used for private purposes and can only be re-examined and/or re-listened. The recordings can under no circumstances be commercialised or published online. Any reproduction, publication or exhibition of the delivered products and services is only possible with the prior express written consent of the Seller. The Client undertakes to use the delivered goods and services only for the purposes for which they were provided. In the event that the Client wishes to use the delivered goods and services more widely than had been agreed between the parties, this wider use must be explicitly stipulated in writing in an additional agreement between the parties.

17 Formulating complaints. The Client must formulate any complaint by registered letter with acknowledgement of receipt, addressed to the Seller, within 5 (five) calendar days from the delivery of the good or service to the Client. The Client must give detailed reasons for the complaint in writing. The aforementioned formalities shall apply under penalty of nullity. A commercial gesture on the part of the Vendor does not imply any acknowledgement.

18 Privacy. The Vendor undertakes to use the Client's personal data exclusively within the framework of the contract concluded between them. The Vendor shall treat the Client's personal data with the utmost care and discretion and shall not under any circumstances transfer them to a third party without the Client's written consent. In accordance with the Privacy Act of 08/12/1992, the Client has the right to access, modify, correct and delete his personal data at any time.

19 Reference. The Client agrees that the Seller may include the products and services provided to him in his reference portfolio and for other promotional purposes, subject to express written derogation.

20 Jurisdiction Clause. In the event of a dispute within the framework of an agreement between the Seller and the Client, the Courts of the Ypres district are competent to take knowledge thereof, regardless of the Client's place of residence or place of delivery.

21 Applicable law. Belgian law is applicable to all agreements between the Seller and the Client.