

General Terms & Conditions

Discreet Tattoos

Dorpsstraat 75

6986 AL, Angerlo

Chamber of Commerce: 80884628

Dutch VAT number: NL003501636B67

Email: britte@discreettattoos.com

Welcome,

Thank you for taking the time to read my general terms and conditions. These are my **ground rules**. Please read them carefully. Do you still have questions? Please feel free to contact me.

1 - An introduction

Discreet Tattoos (hereinafter also referred to as: 'I, me, mine') is a company specialized in designing tattoos. Discreet Tattoos is a trade name of Studio Britte Hietkamp, being a sole proprietorship located at Dorpsstraat 73, 6986 AL in Angerlo. You can find Discreet Tattoos online at www.discreettattoos.com.

Should you, after reading these terms and conditions, have any questions or comments, you can contact me in any of the following ways:

By email: britte@discreettattoos.com

By phone: +316 232 503 59

In writing: Dorpsstraat 75, 6986 AL, Angerlo (the Netherlands)

And some important numbers:

Chamber of Commerce no.: 80884628

Dutch VAT number: NL003501636B67

2 - Definitions

The definitions stated below have the following meaning in the context of these terms & conditions:

- a) Consumer: every natural person not acting in the exercise of a profession or business;
- b) In writing: communication via (registered) post, email or text message;
- c) Store: the online store of Discreet Tattoos, accessible at www.discreettattoos.com;
- d) You, you're, your: the legal entity and / or person that enters into an agreement with Discreet Tattoos or wishes to enter into an agreement with Discreet Tattoos;
- e) We, we're, our: you and Discreet Tattoos (i.e. the parties).

3 - Applicability & Offer

1. These terms & conditions shall apply and form part of all offers, orders and agreements from or with me, as well as all work performed by or on behalf of me.
2. It may happen that we want to make a deviating and / or additional agreement. These changes should always be laid down in writing, so that we both know where we stand.
3. Your general terms and conditions are hereby expressly rejected and will not apply to the agreement.
4. If an offer is of limited duration or if certain conditions apply, it shall be explicitly stated in the (online) offer.
5. Unfortunately, I cannot guarantee the availability of digital products and services (such as flash tattoos and custom tattoos) offered through my store. I have the right to withdraw products / services at any time.
6. By clicking on the “place order” button, you make a binding offer to buy the goods in your shopping cart. After placing an order you will receive an email from me acknowledging that I have received your order (i.e. the order confirmation).
7. I reserve the right to refuse any order you place at Discreet Tattoos, at all times, if the given circumstances require me to do so. In any case, I will always be entitled to refuse the following orders:
 - a) an order that was placed by you without providing me with correct and accurate information (such as an incorrect email address);
 - b) an order that exceeds the permitted maximum number of products / services.

4 - Use of the website

1. By placing an order at my store, you certify that you are 18 years of age or older and are legally capable of entering into binding contracts (legal capacity).
2. The moment you decide to use my store and / or place an order, you agree that:
 - a) you will not make any false or fraudulent orders;
 - b) you will provide me with correct and accurate contact details (accurate email address, etc.).
3. You're required to contact me as soon as possible, if you provided me with incorrect payment details.

5 - Flash Tattoos (ready-made)

1. In my online store I offer various 'Flash Tattoos'. These tattoo-designs are ready-made. I will make sure that my Flash Tattoos comply with what you can reasonably expect from the agreement.
2. You will receive your Flash Tattoo within 24 hours after you have placed your order. The order confirmation you will receive by email, contains the download link. The moment of delivery is therefore the moment that the order confirmation has been sent. After delivery, you have two weeks to download the flash tattoo. In case you failed to download the flash tattoo within two weeks, I cannot guarantee that the download link still works and / or that the flash tattoo is still available. I am not responsible for any damages caused by this.
3. You will receive your flash tattoo via a download link, which allows you to download the file in the form of a PDF document.
4. You can only use the download link one time.
5. Your flash tattoo is only meant for your personal (non-commercial use).
6. At the moment you place your order to get your flash tattoo, you explicitly waive your right to withdraw the agreement (i.e. right of withdrawal). Once the download has started, you can no longer dissolve the agreement.

6 - Custom Tattoos (custom made)

1. Through my online store I offer flash tattoos and custom made tattoos. You can purchase your custom tattoo directly at my store. After I have received your payment, you will receive an order confirmation through email. Within 5 days after receiving the order confirmation, you will receive an email with your tattoo designs (approximately 2 or 3 designs), in PDF-file. You have to let me know within 7 working days, in writing, which tattoo-design you prefer (you can only choose one).
What if you're not completely satisfied yet? In that case you have the right to request one feedback round, free of charge. You must provide your feedback within a reasonable period (and at least within 5 working days). If I haven't received your feedback on time, I assume you are satisfied with your chosen tattoo design. This also means that you cannot ask for any (additional) changes / amendments.
2. You are familiar with my style and you understand that the custom designs are created in my own personal style.
3. A custom tattoo is a digital product that is made according to your instructions, which means that you have no right of withdrawal. You can, after you have placed your order, no longer unilaterally dissolve the agreement.

7 - Prices

1. The price of my tattoo-designs shall be the one quoted on my website, except when there is a manifest error. I am under no obligation to deliver my products / services at the incorrect price, if the error could have reasonably been recognized by you as such.
2. The prices listed at www.discreettattoos.com are inclusive of statutory VAT.
3. I offer the following payment methods: iDEAL, Bancontact, credit card & PayPal. Transactions will be processed through my Payment Service Provider, Mollie. This means that I share your necessary (personal) data, such as payment details, with Mollie. You understand and accept this.
4. If you fail to fulfil your payment obligations in a timely manner (resulting, for example, from reversal) I shall first inform you of the late payment and grant you an additional term of 14 days within which to fulfil your payment obligations. If you fail to fulfil your payment obligations within this additional term, I am entitled to charge the statutory interest on the amount still owed and extrajudicial collection costs that it incurs. These collection costs will amount to a maximum of: 15% of outstanding amounts up to € 2.500,= 10% of the subsequent € 2.500,= and 5% of the following € 5.000, with a minimum of € 40,=. I can diverge from the stated amounts and percentages if this is in your benefit.
5. My prices can change at any time. However, such changes will not affect any order you have made for which you have already received an order confirmation.

8 - My copyright, your license

1. All rights of intellectual property to all digital products developed or made available by Discreet Tattoos, belong to Discreet tattoos or its licensors. It's my intellectual property! When you purchase a digital product, such as a flash design, from my store, you receive a personal, non-exclusive, non-transferable and non-sublicensable right of use (i.e. a license). You are of course allowed to get the purchased tattoo (design) done by a third party (i.e. the tattoo artist).
2. My digital products are intended for personal, non-commercial use only. As such, it is not allowed to sell a tattoo-design or do anything with it that goes beyond the scope of your usage rights, without my prior permission. For example, you are not supposed to print the purchased tattoo design on a coffee mug.
3. Of course, I'm delighted if you're happy with your tattoo-design and want to show it to your friends / family. As such, you're always welcome to show the tattoo design in your private circle of family and friends. You are also allowed to share the design on your (personal) social media channels, as long as you mention my name, in the following manner:
Mention my name 'Discreet Tattoos' and tag me on social media @discreettattoos.

4. Without my permission, you are not allowed to register my design(s) (for example as a design or trademark).
5. Are you not sure if your use of my tattoo-designs falls within the scope of your right of use? Please contact me directly at britte@discreettattoos.com. You're always free to ask!

9 - If you have a complaint

1. If you're not happy with my products / services, you can submit a complaint. Please note that a complaint must be submitted within a reasonable time after discovering the defect. If you do not submit a complaint within the period of time stated, your right to complain expires.
2. You will receive a response to your complaint within 7 days (counting from the date of receipt of the complaint).
3. If Discreet Tattoos considers the complaint to be well-founded, Discreet Tattoos will come up with a reasonable solution as soon as possible.
4. You may present a dispute to the dispute committees via the ODR platform. Click [here](#) to submit your complaint.

10 - Limitation of liability

1. Did I not comply with our agreement? Then you should be aware of the fact that my liability is limited in the way it is stated in this article (insofar as permitted by law). In this article, I explain how I limited my liability.
2. I will only be liable for direct damages, and explicitly not for indirect damages. Direct damages are, for example, the reasonable costs you have to incur to establish the extent of the damage you have suffered. Indirect damages includes, but is not limited to, reputational damage, loss of profit, damage due to business stagnation and missed savings.
3. My liability is at all times limited to the purchase price, with a maximum of EUR 500,-.
4. Insofar the damage was caused because I intentionally caused it or because I was grossly negligent, I will be liable for the damage.
5. Any claim against Discreet Tattoos expires within 12 months after the agreement has come to an end.
6. You are solely responsible for the usage / application of the tattoo design.
7. I have no obligation to retain any used and / or supplied materials and data after the termination of the agreement. Make sure you do not delete or erase any materials and data provided by me.

11 - Competent court, applicable law

1. Should any dispute arise, we will do our best to find a solution. Any dispute that cannot be settled amicably, shall be submitted exclusively to the competent court of Gelderland. The consumer will have the right to choose to have the dispute settled by the competent court according to the law, within one month after I have invoked the jurisdiction of the competent court of Gelderland in writing.
2. These terms and conditions, and all agreements between you and Discreet Tattoos, are exclusively governed by Dutch law.

12 - Other provisions

1. If a provision of these terms and conditions is unlawful, invalid, or unenforceable for any other reason, this provision will be separated from the terms and conditions. The other provisions will remain in full force.
2. I reserve the right to amend and / or supplement these general terms and conditions, at any time. Of course I will inform you in advance of any changes. Consumers are entitled to cancel the agreement in the event of a substantial change to the general terms and conditions.
3. These general terms and conditions have been drawn up in Dutch and English. In the event of a difference or discrepancy between the Dutch text and the English text of these general terms and conditions or in case of a difference in the interpretation thereof, the general terms and conditions drawn up in the Dutch language shall prevail.