

Terms and Conditions

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1. Definitions

The following definitions apply in these terms and conditions:

- 1.1 Trader: the natural person or corporation who offers items and/or services to consumers from a distance (hereinafter referred to as "Atelier Tilia", "us", "we" or "atelier-tilia.com");
- 1.2 Consumer: the natural person whose action is not within the course of a profession or business and who enters into a distance agreement with the trader (hereinafter also referred to as "you");
- 1.3 Distance agreement: an agreement whereby sole use is made of one or more techniques for distance communication within the framework of a system organized by the trader for the distance sale of items and/or services, up to and including the moment that the agreement is concluded;
- 1.4: Technique for distance communication: means that can be used for concluding an agreement, without the consumer and trader being in the same place at the same time;
- 1.5 Withdrawal period: the period within which the consumer can make use of his right of withdrawal;
- 1.6 Right of withdrawal: the possibility for the consumer to withdraw the distance agreement within the withdrawal period;
- 1.7 day: calendar day;
- 1.8 Durable medium: every means that enables the consumer or trader to store information that is addressed to him in person in a way that facilitates future consultation and unaltered reproduction of the stored information.

2. Corporate identity/trader

Atelier Tilia - Linde Akkerman
Rochussenstraat 598C
3015 ZD Rotterdam, The Netherlands
Telephone: +31 (0)657342868
Email address: info@atelier-tilia.com
KVK number: 66942063
VAT identification number: NL002222935B05

3. General

The terms and conditions apply to any offer of Atelier Tilia and to every finalized distance agreement and sales between Atelier Tilia and the consumer. If item(s) are ordered from Atelier-Tilia.com, you (the buyer/consumer) agree and be bound by the terms and conditions set out herein. Please make sure you have read and understood the terms and conditions before placing your order.

If the distance agreement is concluded electronically and before the distance agreement is concluded, the text of the general conditions/terms can be made available electronically to the consumer in such a way that the text can be saved in a simple way on a durable medium. If this is reasonably not possible that before the distance agreement is concluded, it will be indicated where the consumer can find the general conditions/terms electronically and that these conditions/terms at the consumer's request will be sent electronically or otherwise to the consumer without extra cost.

4. Orders and agreement

Once you have placed your order, we will send to you an order confirmation email. The email contains a complete and accurate description of the ordered item(s). If Atelier Tilia makes use of illustrations/images, these will be a true representation of the items being offered. We are not bound by obvious errors or mistakes in the offer.

Each offer will contain such information that makes it clear to the consumer what rights and obligations are involved in accepting the offer. This concerns in particular:

- price including VAT (we use the "margeregeling" so the VAT is not stated separately on the invoice)
- quote for the costs of delivery (if applicable)
- the method of payment and delivery
- The conditions and the way how the consumer can execute the right of withdrawal

The agreement is finalized at the moment the consumer accept the order and meets the conditions.

5. Pricing and payment

All prices indicated on www.atelier-tilia.com are in euro's including VAT. Atelier Tilia uses the "margeregeling" so the VAT is not stated separately on the invoice.

Consumers are able to make payments electronically to Atelier Tilia. Shipment of the order will take place once Atelier Tilia has received payment for the order including the shipping costs.

Items delivered to you by Atelier Tilia remain the property of Atelier Tilia as long as you have not fulfilled the entire payment towards Atelier Tilia. Failure or late payment of the invoice gives us the right to cancel the agreement. The consumer has the duty to notify us about inaccuracies in the payment details.

In case of default by the consumer Atelier Tilia has, subject to legal restrictions, the right to charge the reasonable costs which are made known to the consumer in advance.

6. Delivery and execution

6.1 Atelier Tilia shall observe in utmost care the reception and execution of orders of items and when assessing applications for (delivery) services.

6.2 The address that has been made known by the consumer to Atelier Tilia is considered to be the shipping address.

6.3 The risk of damage and/or loss of items rest with Atelier Tilia until the moment of delivery at the consumer or a pre-designated and an announced representative to Atelier Tilia, unless otherwise agreed. If you receive a damaged item, you should report this by email within 24 hours. Otherwise the consumer cannot held Atelier Tilia responsible for the damage or loss. You can send this email to: info@atelier-tilia.com. Please include pictures of the photos of the damaged contents, box and other packaging materials. We need this to be entitled to compensation of the damage.

7. Return policy

You are entitled to cancel your order within 14 (calendar)days after receipt of the item(s), without reason given. After cancellation of the order, you have another 14 days to return the item(s) to us.

We will refund the total amount of the order including the shipping costs. This only applies if the entire order is returned, otherwise only the costs of the item(s) that are returned will be reimbursed.

The shipping costs and risk for returning the item(s) are at expense of the buyer. Atelier Tilia will not cover handling/import charges when items are returned. In case of a lost parcel when returning an item, Atelier Tilia cannot be held responsible for the loss. We recommend you to use a postal service that insures the value of the shipment. Please not that we do not accept any shipments that are sent carriage free or COD.

If you would like to use your right of withdrawal, you can contact us info@atelier-tilia.com or you can fill in the [withdrawal form](#) and send it to us by email (info@atelier-tilia.com). Please return the item(s) and all accessories in the same condition as received and packaging, as far as this is reasonably possible. Beside this, you must demonstrate that you have returned the item. Please keep your receipt for this reason.

We will refund* the amount due within 14 days of the notification of your return on receipt of the returned item, provided that the item(s) has been received in good order by Atelier Tilia.

* Refunds will be made using the same payment method that was used by the consumer, unless the consumer explicitly gives permission to use another payment method.

The above information relates only to returns on items purchased through the website.

8. Warranty and liability

All item(s) in the assortment of Atelier Tilia are selected with the greatest care. We are not the producers of the items and we are not aware of the user history of every item. No warranty can be given on vintage / used goods.

To the extent permitted by law, we exclude liability for all damage in any form whatsoever suffered by a consumer/user. If Atelier Tilia is liable for any reason, the liability is limited to reimburse the total invoice amount or if available replace the defective item(s), without any other obligation of compensation on our part.

9. Privacy policy

Your submission of personal information through the store is governed by our Privacy Policy. [View here](#)

10. Complaints

If the customer has a complaint concerning any of our items or procedures, please contact us by e-mail (info@atelier-tilia.com). Send the complaints by email or post with a short description of the problem in full and as clearly as possible, within reasonable time after the consumer has discovered the defects. We do our utmost best to reply to you within 10 working days from the day of receipt. If a complaint has a foreseeable longer processing time, we will answer within 14 days an acknowledgement and an indication when the consumer will receive a more detailed answer.

11. Disputes

Dutch law exclusively applies to agreements between Atelier Tilia and consumer whereupon these terms and conditions are related to.

12. Severability

In the event that any provision of these Terms and conditions is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms and conditions, such determination shall not affect the validity and enforceability of any other remaining provisions.

13. Correction of errors and inaccuracies

The content of the website has been compiled with the greatest care. However, the information on our site or in the terms and conditions may contain typographical errors, inaccuracies or omissions that may relate to item descriptions, pricings, promotions, offers, item shipping charges, availability and may not be complete or current.

We therefore reserve the right to correct any errors, inaccuracies or omissions and to change and update information at any time without prior notice. Atelier Tilia cannot assume any liability for the consequences of incorrect or incomplete information on the website. The actual colour of the items can differ from the colours shown on the computer screens. Atelier Tilia cannot be held responsible for variations in colours.

14. Acceptance of terms and conditions

Please note that by using www.Atelier-Tilia.com and/or placing an order for items from us, you agree to follow and be bound by these terms and conditions. If you do not agree to these terms and conditions, please do not use this site. We reserve the right to update or modify these terms and conditions at any time without prior notice. Your use of www.atelier-tilia.com or placing an order following any such changes constitutes your agreement to follow and be bound by the terms and conditions as changed. For this reason, we encourage you to review these terms and conditions whenever you use this Site and place an order.