



Terms & conditions Wynand Fockink

INTRODUCTION

This website is operated by Pijlsteeg B.V., a company incorporated in the Netherlands and registered at the Chamber of Commerce under number 34292224. Our registered office is at Pijlsteeg 31 - 43, 1012 HH Amsterdam, the Netherlands. Pijlsteeg B.V. is a subsidiary of Lucas Bols Amsterdam B.V.

DEFINITIONS

Section 1 of these Terms and Conditions contains the terms that apply to the Consumers' access to and use of the Site whether or not the Consumer orders any products or makes any bookings through the Site ("Terms of Use").

Section 2 of these Terms and Conditions contains general provisions that apply to any orders and/or booking for Product(s) and/or Experience(s) made via the Site and all use of the Site ("General Terms and Conditions of Sale").

Section 3 of these Terms and Conditions contains the additional terms that apply to any orders for products that you place through the Site ("Terms and Conditions of Sale Products").

Section 4 of these Terms and Conditions contains the additional terms that apply if you book tickets through the Site to attend and/or participate in a ticketed event, tour, tasting, class or other experience ("Terms and Conditions of Sale Experiences").

Section 1. Terms and Conditions of Use Site

ABOUT THIS SITE

These terms and conditions of use (the "Terms of Use") apply to the Wynand Fockink website located at www.wynand-fockink.com, operated by Pijlsteeg B.V., (the "Site"). The Site is the property of Pijlsteeg B.V.

Please read these Terms of Use carefully before you use this Site. By using this Site, the Consumer confirms acceptance of and to be bound by and to comply with these Terms of Use. If the Consumer does not agree with these Terms of Use, Wynand Fockink requests the Consumer to not visit and use the Site.

INTELLECTUAL PROPERTY

This Site and all materials, text, code, content, software, videos, music, sound, graphics, photographs, illustrations, artwork, names, logos, marks, formats, files, devices and links contained in it or linked to it (together "Content") are protected by copyright, trademarks and other rights of intellectual property owned by us or licensed to us. Anyone accessing this Site is entitled to view any part of it. However, the Content must not be copied (in whole or in part) for commercial purpose, nor amended or used in any other work (such as a document, website, publication) without the written permission of Wynand Fockink. Furthermore, any links to this Site must be notified to and approved by Wynand Fockink before they are created or steps are taken to create the same.



ACCESS TO THE SITE, CHANGES & UPDATES

Wynand Fockink shall endeavour to provide constant, uninterrupted access to the Site, but Wynand Fockink cannot and does not guarantee to do so. Access to all or any part of the Site may be restricted from time to time to allow for repairs, maintenance or updating. Wynand Fockink may update, amend, suspend, withdraw, discontinue or change all or any part of the Site and/or its content at any time and without notice.

Please note that any of the content on our Site may be out of date at any given time, and Wynand Fockink is under no obligation to update it. Whilst Wynand Fockink takes reasonable steps to ensure the accuracy of the information accessed via this Site, unless otherwise stated, we do not guarantee the accuracy, timeliness or completeness of any information or material appearing on it.

THIRD PARTY CONTENT AND LINKS

Third party websites or pages to which this Site is linked are for information purposes only and have not been reviewed by Wynand Fockink. Wynand Fockink has no responsibility for the content of such websites or pages and accepts no liability for any losses or damage whatsoever that may be incurred as a result of use of such websites. Wynand Fockink also assumes no responsibility, and shall not be liable for any such damages caused by viruses or other forms of contamination or destructive features that may affect your computer equipment, software, data or other property on account of the Consumers' access to, use of, or browsing in the Site or downloading of any materials, text, images, video or audio from the Site or any linked sites.

AGE RESTRICTION

The Consumer must be at least 18 years of age to use the Site, to register for an account and/or to place orders for Product(s) and/or Experience(s) via the Site. Before being able to enter the Site the Consumer is obliged to fill in his or her age. Before placing an order on the Site, the Consumer must create an account. In order to create an account, Wynand Fockink will ask for information— within statutory frameworks – about your ability to fulfil your payment obligations, and other factors that are important for the responsible conclusion of the Agreement. In case this information gives Wynand Fockink proper grounds to decline the conclusion of an Agreement, Wynand Fockink has the right to reject your order(s).

PRIVACY & COOKIES

Wynand Fockink uses personal data for several purposes. In our Privacy & Cookie notice, we explain what information we will collect from you, and how we will use this information.

Section 2: General Terms and Conditions

ARTICLE 1- DEFINITIONS

1. Agreement: An agreement between Wynand Fockink and the Consumer for the sale of Product(s) and/or Experience(s).
2. Consumer: A natural person whose actions are not carried out for objectives relating to the course of a trade, a profession or a business.
3. Confirmation E-mail: an e-mail confirming receipt of an order for Product(s) and/or Ticket(s) for Experience(s) via de Site.



4. Delivery Address Consumer: The physical address the Consumer states in the order as the address on which the Consumer wishes to receive his ordered Product(s).
5. Dispatch Confirmation: Confirmation that ordered Product(s) have been dispatched.
6. E-mail Address Consumer: The e-mail address the Consumer states in the order as e-mail address on which the Consumer wishes to receive his ordered Ticket(s) and will receive the invoice.
7. Experience(s): Experiences as listed on the Site, including workshops, trainings, entrance tickets House of Bols, Workshops, Courses & Trainings and Masterclasses.
8. Wynand Fockink: As described in article 2.
9. Product(s): The products as listed on the Site.
10. Site: the website wynand-fockink.nl
11. Ticket: entrance ticket to Experiences that can be ordered/booked via the Site.

ARTICLE 2 – APPLICABILITY GENERAL TERMS AND CONDITIONS

2.1 The General Terms and Conditions of Sale apply to every offer made by Wynand Fockink and every Agreement that is concluded between Lucal Bols and the Consumer for the sale of Product(s) and/or Experience(s) via the Site.

2.2 Prior to the conclusion of an Agreement the General Terms and Conditions of Sale will be made available to the Consumer electronically in such a way that the Consumer can store them on a durable data carrier.

2.3 Prior to the conclusion of an Agreement the Consumer will be asked to agree to these General Terms and Conditions of Sale. If the Consumer refuses to accept these General Terms, the Consumer will not be able to order any Product(s) from the Site. Therefore Wynand Fockink emphasizes that the Consumer should read these General Terms and Conditions of Sale carefully and understand them, before ordering any Product(s) and/or Experience(s) from the Site.

ARTICLE 3 - IDENTITY WYNAND FOCKINK

Pijlsteeg B.V., a company registered in the Netherlands at the Chamber of Commerce Amsterdam under company number 34292224 and with registered office at Pijlsteeg 31-43, 1012 HH Amsterdam, the Netherlands.

ARTICLE 4 – TRANSFER OF RIGHTS

Wynand Fockink may transfer its rights and obligations under an Agreement to another company, but this will not affect the rights or obligations of the Consumer under these Terms and Conditions of Sale. The Consumer may not transfer his/her rights and obligations under an Agreement.

ARTICLE 5 - COMMUNICATIONS

If Wynand Fockink has to contact the Consumer or give the Consumer notice in writing, Wynand Fockink will do so by e-mail or by post to the Delivery Address, or if different, the contact address the Consumer provides in his/her order. Please note that any notice given by the Consumer to Wynand Fockink, or by Wynand Fockink to the Consumer, will be deemed received and properly served 24 hours after an e-mail is sent or 3 days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail that such e-mail was sent to the specified e-mail address of the addressee.



ARTICLE 6 - COMPLAINT PROCEDURE

6.1 Complaints about Product(s) and/or Experiences or the service of Wynand Fockink should be submitted in writing by sending an e-mail to: receptie@lucasbols.com or by sending a letter to: Receptie - PO Box 1591, 1000 BN AMSTERDAM. Wynand Fockink will endeavour to respond to complaint as soon as possible and in any event within 2 working days of receiving the Consumer's email or letter.

6.2 If it is anticipated that a complaint will require a longer processing time, then Wynand Fockink will confirm receipt of the complaint and will reply more elaborate within 14 days after receipt.

ARTICLE 7 - AMENDMENT

Every time the Consumer visits the Site, orders Product(s) and/or Experiences the Terms and Conditions in force at that time will apply (to the Agreement) between the Consumer and Wynand Fockink. Wynand Fockink may amend these Terms and Conditions at any time. Therefore every time the Consumer wishes visit the Site, to order Product(s) and/or Experiences, he/she should carefully read the Terms and Conditions as provided by Wynand Fockink on the Site (and/or during the ordering process).

ARTICLE 8 - PAYMENT

Product(s) and Experiences can be paid by using iDeal, PayPal or a credit card (MasterCard or Visa). Payment of the Product(s) and/or Experience(s) and all (if) applicable (delivery) charges takes place in advance. The Consumer will receive the invoice by e-mail.

ARTICLE 9 - LAW AND JURISDICTION

These Terms and Conditions are governed by Dutch law. This means an Agreement for the purchase of Product(s) through the Site and any dispute or claim arising out of or in connection with it will be governed by Dutch law. The Consumer and Wynand Fockink agree that the courts of Amsterdam, The Netherlands, will have exclusive jurisdiction.

ARTICLE 10 - OTHER IMPORTANT TERMS

Each of the paragraphs of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

Section 3. Terms and Conditions of Sale Products

This page (together with the documents expressly referred to in it) contains in addition to the General Terms and Conditions in Section 2 information about Wynand Fockink and the legal terms and conditions on which Wynand Fockink sells the Products.

ARTICLE 1 - APPLICABILITY TERMS AND CONDITIONS OF SALE

1.1 The Terms and Conditions of Sale Products apply to every offer made by Wynand Fockink and to every Agreement that is concluded between Wynand Fockink and the Consumer for the sale of Product(s) via de Site.

1.2 Prior to the conclusion of an Agreement the Terms and Conditions of Sale Products will be made available to de Consumer electronically in such a way that the Consumer can store them on a durable data carrier.



1.3 Prior to the conclusion of an Agreement the Consumer will be asked to agree to these Terms of Sale Products. If Consumer refuses to accept these Terms and conditions of Sale Products, the Consumer will not be able to order any Product(s) from the Site. Therefore Wynand Fockink emphasizes that the Consumer should read these Terms of Sale carefully and understands them, before ordering any Product(s) from the Site.

ARTICLE 2 - OFFER

2.1 Wynand Fockink will state clearly in the offer, if the offer is limited to a period of validity or if specific terms apply to the offer.

2.2 An offer contains an accurate and clear description of the Product(s) being offered, so the Consumer can assess the offer properly. The images of the Product(s) on the Site are for illustrative purposes only. Although every effort has been made to display the Product(s) accurately, Wynand Fockink cannot guarantee that the Product(s) or packaging may not vary slightly from those images.

2.3 All Product(s) shown on the Site are subject to availability. You will be informed by e-mail as soon as possible if the Product(s) you have ordered is/are not available and your order will not be processed.

2.4 Obvious mistakes made in the offer do not bound Wynand Fockink.

ARTICLE 3 - AGREEMENT

3.1 Once the offer is accepted by the Consumer, Wynand Fockink will confirm acceptance to the Consumer by sending the Consumer an e-mail that confirms that the Product(s) have been dispatched ("Dispatch Confirmation"). The Agreement will be concluded once Wynand Fockink sends the Consumer a Dispatch Confirmation.

3.2 The Consumer may cancel his/her order at any time before the Consumer receives the Dispatch Confirmation. For cancellations, please contact Wynand Fockink's telephone line +31205708575, send a message using the contact page or send an e-mail to receptie@lucasbols.com.

3.3 If Wynand Fockink is unable to supply the Consumer with (one of) the ordered Product(s), for example because the Product(s) are not in stock or no longer available or because of an obvious error on the Site, Wynand Fockink will inform the Consumer by e-mail and will not process the order. If the Consumer has already paid for the Product(s), Wynand Fockink will refund the full amount, including any applicable charges the Consumer paid for delivery of the Product(s) from Wynand Fockink to the Delivery Address.

ARTICLE 4 - PRICE OF PRODUCTS

4.1 The prices of the Product(s) will be as quoted on the Site from time to time. Wynand Fockink takes all reasonable care to ensure that the prices of Product(s) are stated correct on the Site. If an error in the price of the Product(s) ordered by the Consumer is discovered, the Consumer will be contacted and will be given the option of continuing to purchase the Product(s) at the correct price or cancelling the order.

4.2 Wynand Fockink may change prices for Product(s) from time to time, but changes will not affect any order which has been confirmed with a Dispatch Confirmation.

4.3 The price of a Product as stated on the Site includes VAT (and if applicable) excise duty at the applicable current rate chargeable in The Netherlands.

4.4 The price of an Experience as stated on the Site includes VAT and excludes administrative fees.

4.5 The price of a Product does not include delivery charges. Delivery charges are listed on the invoice.

ARTICLE 5 - BUSINESS CUSTOMERS

If the Consumer is purchasing goods on behalf of a business, the Consumer confirms that he/she has authority to bind the business on whose behalf the Consumer purchases Product(s) on the Site. Furthermore, The Consumer commits the business for which the purchases are made not to re-sell the Product(s). In case of doubt Wynand Fockink has the right to decline/cancel an order or to maximize the quantity of ordered Products.

ARTICLE 6 - RIGHT OF WITHDRAWAL

6.1 When purchasing Product(s), the Consumer has the right to dissolve the Agreement during a period of 14 days in which the Consumer may assess if the ordered Product(s) meet(s) his/her expectations. This withdrawal period commences on the day the Consumer receives his/her order. In case the Consumer ordered several Products which are not delivered at the same time, the withdrawal period commences on the day the Consumer receives the last delivery of his/her order.

6.2 In case the Consumer wants to exercise his right to dissolve the Agreement the Consumer should inform Wynand Fockink unequivocally within the withdrawal period as stated in article 6.1. In case the Consumer informs Wynand Fockink by e-mail, Wynand Fockink will endeavour to respond to the Consumer's withdrawal request as soon as possible and in any event within 2 working days of receiving his/her email. The Consumer is not obliged to state his/her reasons for dissolution.

6.3 The Consumer shall return the Product(s) as soon as reasonably practicable, but no later than 14 days after giving notice of withdrawal as stated in article 6.2, in the original state and packaging. During the withdrawal period the Consumer will handle the Product(s) with care and will only unpack the Product(s) as far as necessary to properly assess the Product(s). Unless the Product(s) are faulty or not (as) ordered the Consumer will bear the costs of returning the Product(s). Refunds occur with the same payment method as used for purchasing the Product(s).

6.4 The Consumer will receive a full refund of the amount he/she paid for the Product(s) including any applicable charges paid for delivery of the Product from Wynand Fockink to the Delivery address. The refund will be processed as soon as possible and, in any case, within 14 days of the day on which the Consumer gave Wynand Fockink notice of withdrawal as described in article 6.2.

ARTICLE 7 - DELIVERY

7.1 The estimated delivery date is stated in the Dispatch Confirmation. Delivery will be completed when the delivery provider delivers the Product(s) to the Delivery Address in the Netherlands as provided by the Consumer in the order.

7.2 The Delivery provider will ask for a signature of the Consumer or a designated other recipient.

7.3 If delivery is (partially) delayed or cannot be fully implemented, the Consumer will be informed about this at the latest 30 days after the order was placed. In this case, the consumer has a right to dissolve the Agreement. Following partial dissolution Wynand Fockink will refund the total amount paid for the Product(s) which are not delivered, or in case of dissolution of the entire Agreement, Wynand Fockink will refund the total amount paid by the Consumer including delivery charges.

7.4 The risk of damage and/or loss of products rests upon Wynand Fockink until the moment of delivery to the Delivery Address.

Section 4: Terms and Conditions of Sale Experiences

This page (together with the documents expressly referred to in it) contains in addition to the General Terms and Conditions of Sale information about Wynand Fockink and the legal terms and conditions on which Wynand Fockink sells the Experience(s).

ARTICLE 1 - APPLICABILITY TERMS AND CONDITIONS OF EXPERIENCE SALE

- 1.1 The Terms and Conditions of Sale Experiences apply to every offer made by Wynand Fockink and to every Agreement that is concluded between Wynand Fockink and the Consumer for the sale of Experience(s).
- 1.2 Prior to the conclusion of an Agreement the Terms and Conditions of Sale Experiences will be made available to de Consumer electronically in such a way that the Consumer can store them on a durable data carrier.
- 1.3 Prior to the conclusion of an Agreement the Consumer will be asked to agree to these Terms and Conditions of Sale Experiences. If Consumer refuses to accept these Terms and conditions of Sale Experiences, the Consumer will not be able to order any Experience(s) from the Site. Therefore Wynand Fockink emphasizes that the Consumer should read these Terms of Sale Experiences carefully and understands them, before ordering any Product(s) from the Site.

ARTICLE 2 – BOOKING AN EXPERIENCE

You must be at least 18 years of age to make a booking via this Site. You will be asked to confirm your age each time you make a booking.

To make a booking via the Site, please follow the instructions on the Site. The Consumer will be given the opportunity to check the details of his/her order and to amend any errors before he/she confirms the order.

ARTICLE 3 – OFFER

- 3.1 Wynand Fockink will state clearly in the offer, if the offer is limited to a period of validity or if specific terms apply to the offer.
- 3.2 An offer contains an accurate and clear description of the Experience(s) being offered, so the Consumer can assess the offer properly.
- 3.3 All Experience(s) shown on the Site are subject to availability. The Consumer will be informed by e-mail as soon as possible if the Ticket(s) for Experience(s) he/she has ordered is/are not available and the Consumer's order will not be processed.
- 3.4 Obvious mistakes made in the offer do not bound Wynand Fockink.
- 3.5 Wynand Fockink may impose limits on the number of Tickets that the Consumer can book for a particular Experience. Any such limits will be highlighted on the Experience page when you add Tickets to your basket or when you are discussing the Experience with our Customer Care Advisors. As a consequence, if repeated attempts are made to book Tickets for such Experiences, we reserve the right to refuse to meet all or a portion of the orders placed.

ARTICLE 4 - AGREEMENT

4.1 Once the offer is accepted by the Consumer, Wynand Fockink will confirm acceptance to the Consumer by sending the Consumer an e-mail that confirms receipt of your Experience order. Your offer will only be accepted, and the Agreement of sale of the Experience(s) is only concluded when we send you an e-mail confirming ("Confirmation e-mail") your purchase of Ticket(s) for an Experience.

4.2 The Consumer may cancel his/her order at any time before the Consumer receives the Confirmation E-mail. For cancellations, please contact Wynand Fockink's telephone line +31205708575, send a message using the contact page or send an e-mail to receptie@lucasbols.com.

4.3 If Wynand Fockink is unable to provide the Consumer with (one of) the ordered Ticket(s) that you wish to book Wynand Fockink will inform the Consumer by e-mail and will not process the order. If the Consumer has already paid for the Ticket(s), Wynand Fockink will refund the full amount.

ARTICLE 5 – CANCELLATION

5.1 When booking Experience(s), the Consumer does not have the right to dissolve the Agreement or cancel an order once the order is confirmed by Wynand Fockink with a Confirmation E-mail.

5.2 Once a Confirmation E-mail has been sent, Wynand Fockink will only cancel an Experience for reasons beyond our reasonable control or where certain criteria notified to you at the time of booking apply (such as a failure to reach the minimum number of participants for a Experience to proceed). If we cancel a Experience, we will give you a full refund of any money the Consumer has paid for the Experience or, if you prefer, we will offer you Tickets for an alternative Experience of up to the same value (if available).

5.3 If we have to change any material details of a Experience (such as the date, time or location) for reasons beyond our reasonable control or where certain criteria notified to you at the time of booking apply, we will notify you as soon as possible and give you the option to cancel your booking without penalty or, if you prefer, we will offer you Tickets for an alternative Experience of up to the same value (if available).

5.4 We will only refund money received from you for an Experience using the same method originally used by you to pay for your purchase. If you have paid by credit/debit card, the same card will be refunded. It is not possible to refund to a different card.

ARTICLE 6 - PRICE OF EXPERIENCES

6.1 The prices of the Experience(s) will be as quoted on the Site from time to time. Wynand Fockink takes all reasonable care to ensure that the prices of Experiences(s) are stated correct on the Site. If an error in the price of the Experience(s) ordered by the Consumer is discovered, the Consumer will be contacted and will be given the option of continuing to purchase the Experience(s) at the correct price or cancelling the order.

6.2 Wynand Fockink may change prices for Experience(s) from time to time, but changes will not affect any order which has been confirmed with a Confirmation.

6.3 The price of an Experience as stated on the Site includes VAT.

ARTICLE 7 - BUSINESS CUSTOMERS

If the Consumer is purchasing Experiences on behalf of a business, the Consumer confirms that he/she has authority to bind the business on whose behalf the Consumer purchases Experience(s) on the Site. Furthermore, The Consumer commits the business for which the purchases are made not to re-sell the Product(s). In case of doubt Wynand Fockink has the right to decline/cancel an order or to maximize the quantity of ordered Experience(s).



ARTICLE 8 - DELIVERY

8.1 Delivery will be completed when the Ticket(s) is/are delivered to the e-mail address as provided by the Consumer in the order.

8.2 If the Consumer does not receive his Ticket(s) via e-mail shortly after receipt of a Confirmation E-mail and/or if the order cannot be implemented, the Consumer will be informed about this at the latest 2 days after the order was placed. In this case, the Consumer has a right to dissolve the Agreement. Following partial dissolution Wynand Fockink will refund the total amount paid for the Experience(s) which are not delivered, or in case of dissolution of the entire Agreement, Wynand Fockink will refund the total amount paid for Experiences by the Consumer.

ARTICLE 9- REQUIREMENTS ATTENDANCE EXPERIENCE

9.1 Save where otherwise stated, all attendees at Experiences must be aged 18 years or older, and will be asked to produce valid and current photographic identification (together with their Ticket for the Experience) before being able to participate in an Experience.

9.2 Attendance at or participation in certain Experiences may be subject to additional requirements. Full details will be included in the Experience description on the Site. Please check the requirements for each Experience carefully before placing your order as you are responsible for ensuring that the Consumer (and those on whose behalf the Consumer is making a booking) meet the criteria for an Experience.

9.3 It is the Consumer's responsibility to ensure that the Consumer (and his/her guests) meet the published criteria for attendance at or participation in an Experience and are able to attend the Experience you have booked. We accept no responsibility if you (or any additional attendees for whom you have booked) are unable to attend an Experience (save where this is due to our breach of these Experience Terms or our negligence). At the discretion of Wynand Fockink, Wynand Fockink may, however, allow the Consumer to transfer a booking for a Experience to another person meeting all the booking criteria for the Experience – the Consumer should call Customer Care if the Consumer wishes to discuss this option.

ARTICLE 10 – USE OF TICKETS

10.1 Tickets to/vouchers for Experiences are personal revocable licences and remain the property of Wynand Fockink at all times. Any Ticket(s) re-sold or transferred for profit or commercial gain or obtained or used in breach of these Experience Terms will become voidable and the person seeking to use such a Ticket may be refused entry to, or ejected from an Experience without refund. In many instances (as will be indicated at the time of booking), Tickets can only be used by named individuals and identity checks may be in place at the Experience.

ARTICLE 11 - LIABILITY

11.1 Wynand Fockink's liability to the Consumer for accountable shortcomings in compliance with an Agreement under these Terms and Conditions of Sale Experiences and the Consumer, is limited to reimbursement of up to the amount of the price (including VAT) stated in the Agreement.

11.2 Wynand Fockink's liability to the Consumer for accountable failure to comply with an Agreement only arises if Consumer immediately and without delay imposes in writing a reasonable period of time to rectify the shortcomings and Wynand Fockink after that period fails to fulfill its obligation. The notice of default must contain as detailed a description of the shortcoming, so that Wynand Fockink is able to respond adequately.



11.3 A condition for the occurrence of any right to compensation is always that the Consumer reports the damage to Wynand Fockink in writing as soon as possible, but no later than 30 days after the damage has occurred.

11.4 In case of force majeure Wynand Fockink is not required to compensate for any damage caused to Consumer.

ARTICLE 12 – CUSTOMER CARE

Our Customer Care Advisors are available on +31205708575 to answer questions about Experiences.