



General Rental Conditions

Tenant

Herma deJong Hat design, located at Weteringstraat 23 3741 TD Baarn (From now on referred to as tenant).

Renter

Being the customer, renter or buyer (from now on referred to as renter).

1. Product description and rental period

The tenant rents to the renter starting from a (specially made) lease a hat for a period of three workdays (workdays being Tuesday to Saturday).

2. Price/Guarantee

The price of the rental of the hat for the set period is a percentage of the purchase of the concerned hat and should be paid for at the seal of the contract. You can pay with cash, pin, or creditcard.

3. Delivery/shipment

The rented article will be transferred undamaged to the renter by the tenant in an appropriate casing. If the rented article is packed in a hatbox, the renter should return the undamaged hatbox whilst bringing back the rented hat.

Shipment on request of the renter is possible, however the rented article will only be sent after signing the lease and reception of the guarantee and rental money. Shipment will under no circumstances exclude the rental conditions of this lease. In case of shipment the tenant will send a by the tenant signed copy of the lease contract to the renter, with the request of returning the lease signed by the renter to the tenant by e-mail. In this case the sending date will be the starting date of the rental period.

4. Return of the rented article

The renter obligates himself to return the rented article, as described in article 1 of this lease contract, to the tenant by the end of the third workday (before 17:00 am) of the rental period. If the rented article is rented on Friday, the renter should return the rented article the next Tuesday before 17:00 am to the tenant.



5. Exceeding of the rental period

If the renter keeps the rented article in his possession longer than three workdays, the tenant is justified to collect additional rental money depending on the exceeding time. The additional rental money will be calculated by the price of the rented article set in this lease contract. If the renter should not return the rented article within 9 days after the signing of the lease contract, the tenant will assume that the renter wishes to keep the rented article. In this case the tenant will invoice the selling price to the renter. This will be recalculated with the paid guarantee.

6. Damage/loss

If the hat is damaged whilst returning it to the tenant by the renter, the tenant is justified to do the following:

- a) Little reparable damage/additional cleaning hat
Tenant will keep € 25,00 of the guarantee.
- b) Irreparable damage
The tenant will collect the selling price of the hat from the renter. The selling price of the rented article will be the set price in the lease. This will be recalculated with the paid guarantee.
- c) Loss
The tenant will collect the selling price of the hat from the renter. The selling price of the rented article will be the set price in the lease. This will be recalculated with the paid guarantee.
- d) Loss/damaged casing
The tenant will keep € 20,00 of the paid guarantee as compensation for the damaged and/or not returned hatbox.

The set conditions above will not remit the renter of the rental money or the return of the rented article. The recalculation of damage and/or loss will only be recalculated with the guarantee.

7. Property, liability and rights

- a) The rented article will always be the property of the tenant.
- b) The renter is responsible for all the damage of the rented article till the moment of return.
- c) The renter will only clean the rented article with nothing else but a clean, dry en soft cloth. It is absolutely not permitted to clean the rented article with a detergent and/or water.
- d) The renter will only use the rented article for personal use. Thereby it is also not



permitted to make the rented article available to third parties by trading, lending, renting or selling.

- e) The renter is not permitted to fully or partially copy the rented article.
- f) The renter is not permitted to change or damage the rented article in any way.
- g) The renter is not permitted to change the appearance and/or casing of the rented article and to remove/change the label or any brand acknowledgement.
- h) In case of missing, theft or damage in any form the renter is required to keep the tenant acquainted by telephone or e-mail directly.

8. Force majeure

In case of force majeure the tenant claims the right to postpone the execution of the lease agreement or to dissolve the lease agreement without any judicial intervention. This by acquainting the renter by letter, without the renter being held to any compensation, unless the given circumstances are unacceptable by reasonable standards. Force majeure means every shortcoming which one cannot be allocated to the renter, because it is not due to her fault, nor by law, legal act or generally accepted for her account.

9. Applicable law

All rights and obligations within this lease are exclusively binding within Dutch law. Disputes between parties will only be judged by the therefore competent judge in the Netherlands. These general conditions are consigned at the Kamer van Koophandel of Amersfoort under number 32093296. Last modification June 2011.