

GENERAL TERMS & CONDITIONS THE NEXT CLOSET (v.2.1)

1. GENERAL, DEFINITIONS AND APPLICABILITY

1.1. The Next Closet (“hereinafter **TNC or The Next Closet**”) is a private company with limited liability, registered in Amsterdam, 1053 KX, with headquarters at Bilderdijkstraat 94-A, registered at the Chamber of Commerce, number 58378553, VAT-identification NL853012556B01, trading under the name The Next Closet. TNC can be reached via email: info@thenextcloset.com. More information regarding products and services provided by The Next Closet, can be found on: www.thenextcloset.com.

1.2. In these Terms and Conditions certain terms are being used. They entail the following:

Account: a personal login that enables Users to use the services of the Webshop (Buy and Sell) in an easy and safe manner.

Accountholder: every company or individual person aged 18 years or over with a TNC Account.

Advertisement: a by TNC created compilation of text and/or images that is (partly) provided by Users.

Agreement: every agreement between TNC and User.

App: the mobile application developed by TNC, available in iOS and Android format.

Boutique(s) or Store(s): every company that has concluded an Agreement with TNC to sell their items. This applies to the Premium Service, as well as the DIY Service, or either other possible way.

Buyer: every company or individual person aged 18 years or over who places an order in the TNC Webshop.

Content: (digital) data, such as text, informational data, moving images, stills and graphics or information in any other form, that is used on the Website (www.thenextcloset.com), Webshop, App and being present in the material that TNC sends to customers.

Do-it-Yourself Service or DIY Service: the by TNC provided service that makes it possible to arrange your own selling process. The Items to be sold are photographed and uploaded by the Seller him/herself and individually offered for sale via the online Webshop.

Item(s) or Fashion Item(s): all in consignment offered pieces of clothing (and other categories) by Sellers, new as well as worn, in its broadest sense.

Premium Service: the by TNC provided service for the purpose of the collection (intake), description, photography and uploading of the Items in the Webshop for sale (full service).

Seller: every company or individual that resides in The Netherlands or Belgium, who is over 18 years old and sells Items via the Premium Service or via the DIY Service to a Buyer via de Webshop of TNC.

Showroom: a physical space (in the TNC office, or at an external, temporarily location) where collected Items can be sold offline as well as online.

Terms and Conditions: These terms and conditions, together with the Privacy Statement and the Terms & Conditions ('Framework Agreement for Payment Services') of payment provider Mangopay (www.thenextcloset.com/mangopay-terms-EN).

User: every Accountholder, Buyer or Seller.

Webshop: the webshop operated by TNC, via de Website and App.

Website: www.thenextcloset.com

- 1.3. These Terms and Conditions apply to all Agreements, including the development and preparation of these Agreements, whether agreed from a distance or not between TNC and every User that makes use of the Webshop. Accountholder is being expected to agree to these Terms and Conditions as part of the creation of an Account in the Webshop. Buyer is being expected to agree to these Terms and Conditions when it comes to ordering via the Webshop. Seller is being expected to agree to these Terms and Conditions when using either one of the selling services provided by TNC (online request of a shipping box, uploading the items themselves or in any other way agree to sell).
- 1.4. The 'Framework Agreement for Payment Services' of payment provider Mangopay is an integral part of these Terms and Conditions and accessible via: www.thenextcloset.com/mangopay-terms-EN.
- 1.5. For Boutiques and Stores that sell items via TNC, additional Terms and Conditions may be applicable. These additional terms will be included in the Agreement (contract) between TNC & Boutique and have to be agreed to along with the Terms and Conditions.
- 1.6. Stipulations deviating from these Terms and Conditions can only appeal by User if and insofar as they are accepted in writing by TNC (email is sufficient).
- 1.7. If any definition from these Terms and Conditions is found to be void or voidable, it will be replaced by a valid definition that corresponds as closely as possible to the purpose of the voidable or void definition. The other conditions remain to be unaffected.
- 1.8. TNC is competent to, as a consequence of the Agreement forthcoming rights and obligations, (partially) transfer (part of) the provided services to a third party without prior consent of the User.
- 1.9. TNC reserves the right to alter these Terms and Conditions at any given moment. These altered, new terms and conditions will be published on the Website. User is expected to consult these regularly.

2. OFFERS AND FORMATION OF THE CONTRACT

- 2.1. All of the placed offers on the Website and Webshop are non-committal. In case an offer has a limited validity or when extra terms and conditions apply, these will be explicitly mentioned in the offer on the Website and Webshop. An offer expires in case the Item(s) concerned are not available anymore.
- 2.2. The descriptions of all the Items on the Webshop are as complete and accurate as possible. TNC cannot be held accountable for the content of the Advertisements and offers when a User included incorrect information in the description of the Items. TNC is not liable for any damage caused by mistakes or errors in the descriptions.

- 2.3. The Agreement between TNC and Accountholder will enter into effect as of the moment that TNC explicitly confirms the creation of an Account to the Account holder by email. The Agreement between TNC and Buyer will enter into effect as of the moment that Buyer receives a successful order confirmation of TNC by email. The Agreement between TNC and the Seller via the Premium Service will enter into effect as of the moment the Item(s) are received by TNC and TNC explicitly confirms this to the Seller by email, or in case of loose sales when an Agreement has been signed (this applies for instance to Boutiques). The Agreement between TNC and the Seller via the DIY Service will not enter into effect until the exact moment that the Item(s) have been uploaded to the Webshop and TNC explicitly confirmed this to the Seller by email.

3. REGULATIONS REGARDING ACCOUNTHOLDERS OF THE WEBSHOP

- 3.1. By creating an Account in the Webshop Accountholder accepts the Terms and Conditions of TNC and acknowledges to be fully informed about its Privacy Statement.
- 3.2. The privacy of its Accountholders (and Users in general) is of utmost importance for TNC. Therefore all (personal) data of Accountholders (and Users) is processed and used as secure as possible. The Privacy Statement describes in detail which data is processed by TNC and for which cause.
- 3.3. Accountholder can delete his/her Account at any time by sending a written request by email to info@thenextcloset.com. The TNC team takes these requests seriously and will do its utmost to delete the Account as soon as possible, after which (ex-)Accountholder will be explicitly notified by email. After deleting an Account, it is no longer possible for an Accountholder to login the Webshop and/or to be active as User of the services of TNC (sell or buy). In addition, Accountholder will receive no longer email from TNC and can no longer be found in the Webshop.
- 3.4. TNC seeks to process the request of Accountholder to delete his/her Account within at least 5 working days after the request was received. Nevertheless, the following steps need to be taken into account that might delay the process:
- Any outstanding (buy and/or sell) Agreements need to be settled first (for instance in case of a transaction, Buyer needs to have received the Item in good shape and Seller must be paid successfully);
 - Third-party data processors of TNC may require more time to handle the request, whether or not to carry out the Agreement (for example the required time to sync with Google Search). If Accountholder experiences still any inconvenience 10 working days after sending the initial request, Accountholder can send an email to info@thenextcloset.com and ask TNC for further assistance;
 - Data that is required for administrative purposes (for example order details), legal obligations, or data that is necessary for the performance of the contract, will be safely stored by TNC as long as necessary for this purpose.

4. REGULATIONS REGARDING SELLERS VIA THE PREMIUM SERVICE

- 4.1. Every User with suitable Item(s) can request a free shipping box via the Website, or make an offline appointment to deliver the Item(s) in person. TNC evaluates accordingly (this can either occur by telephone, email or personally) if the Item(s) meet the requirements to be sold via the Premium

Service. The Premium Service is an exclusive service and is only applicable to Item(s) of exclusive brands and/or with a significant value.

- a) In case of online acceptance: a shipping box will be provided to the potential Seller, including a prepaid address sticker and an Agreement. The prepaid shipping package with the Item(s) and the filled-out Agreement, including the name, IBAN and contact details of the Seller, must be returned to a place designated by TNC as a logistic provider that is responsible for shipments to TNC.
- b) In case of offline acceptance: Seller delivers the Item(s) personally to TNC, along with a filled-out Agreement providing name, IBAN and contact details of the Seller.
- c) In all other cases TNC will refer the (potential) Seller to the DIY Service (less exclusive than the Premium Service) and/or reject the request (in case the Item(s) do not meet the requirements).

4.2. By offering Item(s) items via the Premium Service of TNC, the Seller guarantees that:

- a) He/she is the rightful owner of the Item(s);
- b) He/she is fully authorized to sell the Item(s);
- c) The Item(s) are being sold legally via TNC;
- d) The Item(s) are not stolen nor are they fakes/replicas;
- e) The Item(s) match the, by the Seller written, description and given information during the intake process, either online or in person;
- f) The Item(s) are sent or delivered in accordance with TNC's quality guidelines (art. 4.3);
- g) The Item(s) are delivered clean and neat, dry-cleaned or ironed if necessary;
- h) The Item(s) do not contain any holes, discoloration or any major signs of wear and tear.

4.3. The team of TNC has the discretionary ability to determine if supplied Items could be entitled to be accepted to the Webshop. TNC will notify the Seller about this through email. TNC operates via (among others) the following quality guidelines:

- a) TNC only accepts Item(s) of the highest quality;
- b) TNC only accepts Item(s) that fit into the range;
- c) TNC only accepts Item(s) that are in fashion;
- d) TNC only accepts well-known designer brands, like e.g. Chloé, Prada and Gucci. On the Website you will find a complete list of brands accepted by TNC;
- e) If Item(s) give rise to any suspicion or delivered Item(s) turn out to be fake/a replica, these are not accepted;
- f) TNC does not accept Item(s) that contain (real) fur and exotic leather.

4.4. In case the team of TNC receives any Item(s) that are not clean and cannot be sold as a consequence, TNC has the right to send the Item(s) back and charge the Seller with the additional costs. TNC will send the Seller a digital payment link, worth €5,95. In case the Seller paid for the additional costs, TNC will send the Item(s) back to the Seller.

- a) In particular cases TNC will offer cleaning services. TNC collaborates with local drycleaners and can, in accordance with the Seller, bring relevant Item(s) to this drycleaner. TNC determines when

a certain Item is in benefit for his option. TNC will notify the Seller via email. The potential risks and additional costs for cleaning are always passed on to the Seller.

- 4.5. Seller gives TNC the rights to determine the price for every offered Item in the Webshop. TNC remains to have the right to modify prices, either upwards or downwards. This is with a maximum of 50% in reduction starting from the first suggested retail price.
- 4.6. The received Items will be made ready by TNC for selling purposes (i.e. labelling, describing, photographing etc.) and placed online in the Webshop.
- 4.7. The Intellectual Property of the Advertisement belongs to TNC. TNC is entitled to offer this exact Advertisement in the name of others (Sellers) as soon as an Item is re-listed (see 6.7).
- 4.8. The consignment term ends at least six months from the day that the Seller receives a confirmation email from TNC that the Item(s) are accepted. The Seller cannot request to have his/her Item(s) back in the meantime. As soon as the Item(s) are uploaded into the Webshop, they will be offered to the customer for a minimum of 30 days (except in case Item(s) gets sold earlier on).
- 4.9. TNC is free in the determination and execution of its marketing- and sales policy. This includes the way of offering Item(s), online, from the Seller to the customers.
- 4.10. TNC is free to offer the Item(s), received from the Seller, offline (via the Showroom or during offline events as a Pop-up Store) as well as online (via the Webshop) within the agreed consignment term.
- 4.11. TNC will make its best effort possible to find an adequate Buyer for the offered Item(s) and is free to involve third parties in this process and to use other (marketing) channels.
- 4.12. TNC determines, with observance of article 4.8 in this Terms and Conditions, if an Item gets removed from the Webshop or is kept to be re-listed at a later point in time. In case TNC comes to the conclusion that the Item is no longer appropriate to sell, the Seller will be notified by email. The Seller has the choice (which is offered in the Agreement - not mandatory) to donate every offered Item that can't or won't be sold, after the consignment term, to charity (charities TNC works with are among others 'Dress for Success' (www.dressforsucces.nl) and 'The Salvation Army' (www.reshare.nl)). This authorization can be revoked by the Seller via an email to premium@thenextcloset.com in which the Seller declares to decline TNC permission to donate. In this case any unsold Items will be returned to the Seller and TNC will charge €5,95 for shipping- and handlings costs.
- 4.13. Of every Item that is being sold through the Premium Service, the Seller receives a percentage of 50-65%* of the product price as accepted by Seller. The product price is the display price stated on the Webshop and accepted by the Buyer, minus a fixed contribution for shipment costs of Eur €6,00.

* The percentage to be received by the Seller depends on the selling/retail price:

- € 0 - 100: 50%
- € 101 - 300: 55%
- € 301 - 600: 60%
- Over/more than € 600: 65%

This amount will be transferred to the Seller, within a maximum of 21 days after the Buyer received the Item in good condition, to the stated IBAN-number by the Seller. TNC is entitled to the remaining percentage of the proceeds of an Item ('commission') and will pay the VAT over this margin.

- a) In case Seller is a VAT-liable entrepreneur, it is his/her own responsibility to send invoices and to pay VAT in the right way.
- 4.14. TNC works with the payment provider 'Mangopay' for all payment services. Sellers are required to provide their bank details and an ID-verification in order to receive a pay-out in their bank account. The Terms & Conditions regarding all Mangopay users can be found here: www.thenextcloset.com/mangopay-terms-EN
- a) TNC will automatically deduct her commission from each pay-out;
- b) Until Seller provides TNC with the required bank details, any outstanding payments are safely stored in the Seller's e-wallet;
- c) Sellers that successfully provided ID will receive the status 'verified' in the web shop.
- 4.15. In case an Item gets sold to a Buyer, TNC will notify the Seller via email. Hereafter, TNC will make sure that the Item is being sent to the Buyer as quickly as possible.
- 4.16. In case the Buyer returns an Item, TNC will notify the Seller via email within 14 calendar days after the Buyer received the Item. TNC will re-list the Item on the Webshop as soon as possible.
- 4.17. The Agreement between TNC and a Seller terminates upon the expiry of the consignment period, starting on the day that the Seller received a confirmation email from TNC that the consignment period has come to an end and that the (remaining) Item(s) will be returned. This is the case if the Items in question are not sold during this period of time, either to a third party by TNC, or much earlier because TNC terminated the Agreement with the Seller through a written announcement (emails are sufficient).
- 4.18. The Agreement between TNC and a Seller ends when the Buyer transferred the selling price of the sold Item(s) in question and the withdrawal period, as mentioned in article 6.5(a) of these Terms and Conditions has expired.
- 4.19. None of the, via the Seller in consignment given Item(s), are covered by insurance against damage by fire and/or water damage. These Item(s) are therefore at the Sellers own risk located at TNC, or at an appointed third party (e.g. storage or mail-order).
- 4.20. In case the Seller has a complaint about the service offered by TNC, or the placement of the Item(s) in the Webshop, he or she needs to notify TNC (within 7 days) via email info@thenextcloset.com. TNC will make an effort to solve this complaint to the satisfaction of the Seller.

5. REGULATIONS REGARDING SELLERS VIA THE DO-IT-YOURSELF SERVICE

- 5.1. Every User with suitable Item(s) can upload them easily and free of charge on the Website and App by filling out an online form. For every Item a separate ('request') document needs to be filled out. User can place as many requests as desired. TNC will evaluate for each request if the Item is qualified to be sold via the DIY selling service:
- a) In case of acceptance: the principal photo (front) will be retouched by TNC where after the Advertisement will be placed online. The Seller receives a notification as soon as the Item is online and ready for sale;

- b) In case of any doubt, TNC will ask the Seller to improve the request (in case the quality of the description or the photography does not meet the requirements) and/or the request gets declined (if the Item does not meet the criteria mentioned below).

5.2. By offering Item(s) via the DIY Service of TNC the Seller guarantees that:

- a) He/she is the rightful owner of the Item(s);
- b) He/she is fully authorized to sell the Item(s);
- c) The Item(s) are being sold legally via TNC;
- d) The Item(s) are not stolen nor are they fakes/replicas;
- e) The Item(s) match the, by the Seller written, description and given information during the (online) intake process;
- f) The Item(s) are sent or delivered in accordance with TNC's quality guidelines (art. 5.3);
- g) The Item(s) are delivered clean and neat, dry-cleaned or ironed if necessary;
- h) The Item(s) do not contain any holes, discoloration or any major signs of wear and tear.

5.3. The team of TNC has the discretionary ability to determine if the (online) uploaded items can be entitled to be accepted into the Webshop. TNC will notify the Seller about this per email. TNC operates via the (among others) following quality guidelines:

- a) TNC only accepts Items of the highest quality;
- b) TNC only accepts Items that are meeting the requirements;
- c) TNC only accepts items that are in fashion;
- d) TNC only accepts well-known brands, like e.g. Isabel Marant, Maje and Zadig & Voltaire. On the Website you will find a complete list of brands accepted by TNC;
- e) If Item(s) give rise to any suspicion of delivered Item(s) being fake/a replica, these are not accepted;
- f) TNC does not accept Item(s) that contain (real) fur and exotic leather;

5.4. The Item will initially be offered for sale for 8 weeks, starting from the day that the Seller receives a confirmation email from TNC that the Item is online. As soon as the consignment period comes to an end, and the Item is not yet sold (after 7 weeks), the Seller receives an email notification with the possibility to refresh the consignment period. The selling period of the Item will then be prolonged with another 8 weeks (this process is free of charge and can be repeated multiple times until the Item is sold).

- a) TNC always has the right to prematurely abort the consignment period without giving any particular reason. In this case TNC will notify the Seller and explain the situation;
- b) The Seller always has the right to, without any particular reason, remove an Item from the Webshop (prematurely abort the consignment period). This occurs by 'pausing', 'removing' and/or notifying TNC as quickly as possible about this situation by sending an email to info@thenextcloset.com. In this case the Item will be removed from the Webshop at once;

- c) The Seller is obliged to always have the Item available for sale. In case this is not the situation, the Seller is obligated to remove the Item from the Webshop (see 5.4(b));
 - d) TNC always has the right to deny a Seller access to the Webshop in case that TNC believes Seller is not following the rules correctly.
- 5.5. TNC is completely free in determining and executing its marketing- and selling policy, amongst others, the way in which TNC offers the, by the Seller offered Item(s) to the online customers.
- 5.6. The Intellectual Property of the Advertisement belongs to TNC. TNC is entitled to offer this exact Advertisement in the name of others (Sellers) as soon as an Item is re-listed (see 6.7).
- 5.7. Of every Item that is 'successfully' sold via the DIY Service, the Seller receives a percentage of 80% of the product price as determined by the Seller. The product price is the display price stated on the Webshop as accepted by the Buyer, minus a fixed contribution for shipping costs of €6,00. The amount will be transferred to the Seller within a maximum of 3 weeks on the stated IBAN account. TNC is entitled to the remaining 20% of the proceeds of an Item ('commission') and will pay the VAT over this margin.
- a) 'Successful' means that the Item is being delivered to the Buyer in time, in good state (exact state as mentioned on the Webshop) and without further complaints (See 5.10);
 - b) In case Seller is a VAT-liable entrepreneur, it is his/her own responsibility to send invoices and to pay VAT in the right way.
- 5.8. TNC works with the payment provider Mangopay for all payment services. Sellers are required to provide their bank details and an ID-verification in order to receive a pay-out in their bank account. The Terms & Conditions regarding all Mangopay users can be found here: www.thenextcloset.com/mangopay-terms-EN
- a) TNC will automatically deduct her commission from each pay-out;
 - b) Until Seller provides TNC with the required bank details, any outstanding payments are safely stored in the Seller's e-wallet;
 - c) Sellers that successfully provided ID will receive the status 'verified' in the web shop.
- 5.9. In case an Item gets sold to a Buyer, TNC will notify the Seller via email. Hereafter, the Seller will receive a ready-to-use and prepaid address sticker, so that the Seller can hand the Item over to the transport company. The Seller is obligated to pack the Item properly and send it to the Buyer as quickly as possible (within 7 days) bearing in mind the agreed guarantees (as stated in article 5.2).
- 5.10. It is not possible to return an Item that has been bought via the DIY-service, only in the following rare cases an exception can be made:
- a) In the exceptional case Buyer takes the view that the bought Item differs to a large extent from the online description and uploaded image (e.g. fake, hugely damaged, non-mentioned large spots), Buyer should inform TNC immediately about the complaint, accompanied by a clear picture (proof) via email: info@thenextcloset.com (see art. 6.4). In sincere cases, Buyer will be requested to send the Item to the TNC headquarters for inspection. Based on this TNC makes a decision on the complaint and the potential compensation for the Buyer, which is obligatory. Depending on the seriousness of the complaint, TNC is forced to return the item to Seller, to charge him or her

with a fine for the additional handling- and returning costs (€15,-) and/or to block the Seller from the platform. The Seller will be notified via email;

- b) In case compensation means that the Item can be returned, TNC will inform the Seller by email within at least 5 working days after the Item is received by TNC;
- c) If the Buyer is not satisfied in any other way regarding the Item (different size, fit, taste), the transaction is proceeding and Buyer can always decide to sell the Item herself, free of charge like stated in article 6.7.

5.11. The Agreement between TNC and a Seller ends at the moment that the item is no longer offered via the Webshop (online) anymore. Either because it is removed or paused, successfully sold to a Buyer, or it terminates earlier on when TNC terminates the Agreement with the Seller by a written announcement (emails are sufficient).

5.12. The Agreement between TNC and a Buyer ends when the Buyer transferred the selling price and the consignment period, as stated in article 6.5(b) of these Terms and Conditions, has ended.

5.13. In case the Seller has a complaint about the service offered by TNC, or the placement of the Item(s) in the Webshop, he/she needs to notify TNC (within 7 days) via email info@thenextcloset.com. TNC will make an effort to solve this complaint to the satisfaction of the Seller.

6. REGULATIONS REGARDING THE SALE OF ITEMS (BUYERS)

6.1. Despite the high quality of the photography and descriptions of Items in the Advertisements, the Buyer has to take into account that certain elements can slightly differ from the actual performance. For example, the colours may differ from the actual colours. Item(s) in the Webshop are always accompanied by a specific description and, if necessary, of the measurements on the label. In case of any doubt, the (potential) Buyer can contact:

- a) Premium Service: with the quality team of TNC via “ask a question” on the product page or via the chat box in the bottom right corner on every page of the Website;
- b) DIY Service: directly with the Seller via “ask a question” on the product page.

6.2. The via the Webshop offered Items are in good condition, of excellent quality and all the information is being displayed and described as specific as possible. Because of the fact that TNC sells pre-owned designer fashion, signs of wear and tear can be visible.

6.3. The via the Webshop offered Items are offered for sale on behalf of the Seller (Premium or DIY). In case of a successful transaction, TNC collects the payment from the Buyer on behalf of the Seller.

6.4. As soon as the Buyer receives the bought Item(s), he or she has to check the Item(s) immediately. In case something is wrong (e.g. sending wise, damage or a significant deviation from the original visual and/or textual description in the Webshop) he or she needs to inform TNC at the latest within 48 hours after receiving the order by e-mail: info@thenextcloset.com. The Buyer needs to mention the corresponding order- and item number(s) (see email). In case of indifference, TNC will make an effort to solve this matter to the Buyer’s satisfaction.

6.5. The right of returning depends on the specific service of sale:

- a) Premium Service: online right of return within 14 calendar days, according to the mentioned specifications down below (6.6). Item(s) that have been bought in the Showroom or during pop-up events (off line) cannot be returned.
 - b) DIY Service: no right of return (except for art. 5.10(a)), however the Buyer has the right to re-list the Item(s) free of charge (art. 6.7);
- 6.6. In case the Buyer wants to claim his or her right of return according to art. 6.5, the following applies:
- a) At purchase of any Item(s) offered via the Premium Service, the Buyer has the possibility to terminate the Agreement without any particular reason and to return the Item(s) within a period of at least 14 calendar days. This period starts at the day that the Item(s) are received by, or on behalf of, the Buyer. The Buyer is obliged to inform TNC by email (info@thenextcloset.com) about the fact that he or she wants to return the purchased Item(s) within these 14 calendar days and to have the Item(s) actually returned to TNC before this period expires;
 - b) During this period Buyer will handle the delivered Item(s) with utmost care and leave any labels, codes and packaging intact. Buyer will only unpack the Item(s) as far as needed to evaluate if the state of the Item is meeting the quality criteria. Please note: existing labels may not be removed under any circumstances. In case the Buyer wants to use his/her right to withdrawal, he or she needs to return the Item(s) in the exact original state as at the time of receipt and by the TNC provided instructions;
 - c) The Buyer will always be charged for the returning costs. TNC strongly recommends sending the Item(s) registered. TNC is not liable for any loss or damage of the return;
 - d) The, to be returned, Item(s) shall be send back to TNC as soon as possible, but within at least 14 calendar days after the purchase;
 - e) The paid amount will be transferred to the Buyer within 14 calendar days after receiving the Item(s) back in good shape.
- 6.7. In case the Buyer wishes to resell the Item(s) in the future, the Buyer will notify TNC with this request via info@thenextcloset.com. TNC will match the Item to the Buyers online profile (from then the new 'Seller').
- a) In case the Buyer decides to 're-list' the Item within 24 hours after receiving the package (for instance if the Item doesn't meet expectations) and Buyer informs TNC within this time frame per email, the new Seller will receive 100% of the product price in case of a successful re-sale. The product price is the display price stated on the Webshop as accepted by the Buyer, minus a fixed contribution for shipping costs of €6,00.
 - b) If the Buyer decides to re-list an Item(s) at any other moment than described above, the regular margin applies (80% margin for a DIY Seller).

7. TERMS OF DELIVERY, DELIVERY AND SHIPPING

- 7.1. The delivery address is the address that the Buyer filled out on his or her TNC account via the Webshop. Buyers who order Item(s) via the Webshop, should keep TNC closely informed about any changes in address (via their online profile). As long as TNC does not receive a change of address, the Buyer in question will be deemed to reside at the latest address provided in the account.

- a) In case an address is not (correctly) filled out, TNC cannot be held responsible for any mistakes in the delivery process. Additional costs will be charged to the Buyer if necessary.
- 7.2. The order is sent via a logistic provider appointed by TNC. The selling price, as they are mentioned on the Webshop, include handling- and shipping costs for delivery in NL or BE. Orders with a shipping address in one of the countries listed below will accrue an additional shipping charge per order.
- DE, GB, or LU: € 1,95
 - All other EU-countries: € 9,95
 - Outside of the EU: please get in contact via info@thenextcloset.com
- 7.3. TNC strives to deliver a sold Item to the Buyer as listed below unless a longer delivery term is agreed upon. Nonetheless, TNC is not liable for potential delay in the process.
- a) Premium Service: within 24 hours, provided that the Item(s) is/are ordered on working days before 14:00 pm;
- b) DIY Service: approximately within 8 days (at the latest within 21 days). The order will be sent by individual Sellers.
- 7.4. Each shipment includes a Track & Trace code that the Buyer receives via email so that the he or she can monitor the status of the shipment via a web link. In case a shipment has not arrived within 14 calendar days, the Buyer needs to report this via info@thenextcloset.com. TNC will do what is possible to resolve the situation to the satisfaction of the Buyer (and Seller).
- 7.5. In case deliverance is delayed by more than 21 calendar days, or if the shipment cannot be processed at once, or partially, the Buyer receives a notification (email) as soon as possible. In this case, the Buyer has the right to dissolve (part of) the Agreement without having to pay any additional costs. Afterwards, TNC will transfer the (additional) paid amount as soon as possible (at the latest within 30 days after dissolution).
- 7.6. The Buyer is obligated to accept the package when it is offered by TNC via post. In case Buyer declines acceptance or does not pay careful attention to the provided information or instructions that are necessary for a clear and smooth delivery, TNC has the right to store the Item(s) at the expense and risk of the Buyer.
- 7.7. TNC holds the right to provide shared deliveries to the Buyer, so an order can be sent in two or more shipments (e.g. when the Buyer has bought multiple Item(s) from different Sellers).
- 7.8. Until the Buyer receives the order, the Seller is liable for any risk of loss and damage to the Item(s).

8. PRICE, PAYMENT AND COLLECTION COSTS

- 8.1. The price that has been set for the Item(s) by the Seller or the TNC team are based among others on the quality, the designer, the state and the marketability.
- 8.2. The prices as stated in the Webshop are all in Euros, and include VAT and a charge of €6,00 for shipping. For orders with a delivery address outside the Netherlands or Belgium, an additional shipping fee will be charged to the order (details in 7.2);
- 8.3. After placing an order in the Webshop TNC will send an order confirmation to the Buyer by email, including the total charged amount and shipping costs.

- 8.4. TNC works with the payment provider Mangopay for all payment services. Payment of the ordered Item(s) is possible via direct payment (Ideal), Credit card, or any other online payment system offered by Mangopay. The Terms & Conditions regarding all Mangopay users can be found here: www.thenextcloset.com/mangopay-terms-EN.
- 8.5. Delivery of the order will take place as soon as the payment has been received.

9. PROPERTY OF ITEMS

- 9.1. All Item(s) offered and delivered by TNC under the Agreement shall remain property of the Seller until the Buyer properly and completely meets all its obligations stated in the Agreement via TNC, including payment of the charged amount within the stated period.
- 9.2. The delivered Item(s) owned by the Seller and given in consignment by TNC according to article 9.1 of these Terms and Conditions, cannot be commercially offered and are prohibited as a method of payment anywhere. Nor may the Item(s) be pledged or otherwise encumbered. The Buyer has to make sure to meet these requirements to ensure the Sellers property rights.
- 9.3. In case third parties seize the under retention delivered Item(s) and/or claim to establish or exercise rights, the Buyer needs to notify TNC immediately.

10. LIABILITY

- 10.1. TNC is solely liable for damages arising out of, or relating to, an attributable failure to fulfil its obligations under an Agreement or tort caused by intent or gross negligence on the part of TNC. This liability is limited to direct damages up to the lower of the invoice value of the order or €1.000, -.
- 10.2. To be clear: TNC is not liable for any damage, of any nature whatsoever that is caused by the User who gave incorrect or incomplete information.
- 10.3. TNC does not accept any liability whatsoever in case of lost orders caused by the logistic provider.
- 10.4. TNC is not liable for any damages or costs resulting from the use of electronic payment and electronic means of communication with the Webshop, including - but not limited to - damages resulting from non-delivery or delayed delivery of electronic messages, interception or manipulation of electronic messages by third parties or by computer programs used for electronic communications and transmission of computer viruses. TNC ensures adequate security on the basis of generally accepted security systems.

11. SUPREMACY

- 11.1. TNC is not obliged to fulfil any obligation to the User if it is prevented from doing that by supremacy. This is the case when the deficiency is due to circumstances beyond the control of TNC, including in any case: war or similar situations, riots, strikes, occupation, blockade, illness amongst the TNC staff, failure of suppliers and/or carriers of TNC, government measures, such as a ban on movements, natural disasters, bad weather, lightning, fire and explosion. TNC is also entitled to invoke supremacy if the circumstances are rendering (further) fulfilment of the Agreement after TNC should have fulfilled its obligation.

11.2. TNC may suspend the obligations in the Agreement during the period of supremacy. If this period lasts longer than two months, each party is entitled to terminate the Agreement without liability to pay compensation to the other party.

12. DISCLAIMER

12.1. Each User gives TNC an indemnification for all damages, liabilities and costs arising from claims or legal proceedings instituted against TNC or that has been threatened by any party in connection with:

- a) The usage of the Website and/or App;
- b) The usage of the Website and/or App while using the password of the User;
- c) The, on behalf of the User, via the Website and/or App offered Item(s);
- d) Breach of the Agreement by the User.

13. INTELLECTUAL PROPERTY

13.1. All intellectual property rights, including (but not limited to) the copyright, trademark and design law, on the Website and App, the Content, Advertisements and all material delivered to User by TNC, including leaflets, brochures, etc. are owned exclusively by TNC, unless otherwise indicated.

14. PRIVACY STATEMENT, COOKIE POLICY, NEWSLETTER

14.1. TNC treats and processes the (personal) data of its Users in line with the General Data Protection Regulation (GDPR).

14.2. TNC offers the Website and App (incl. the services offered via the Website and App) and processes the data of its Users, in accordance with the Privacy Statement and Cookie Policy of TNC. The Privacy Statement and Cookie Policy are fully applicable and are an integral part of these Terms and Conditions. The User declares to have taken note and agreed upon this Privacy Statement and Cookie Policy.

14.3. The personal data will not be used by, or provided to, third parties with the exception of:

- a) Employees, board member and shareholders of TNC;
- b) Parties that are processing data commissioned by TNC ('data processors');
- c) Parties that are involved in the execution or fulfilment of an Agreement (for instance the provider of the logistics services that are delivering the Item(s)).
- d) External consultants;
- e) Forces of law and order.

14.4. Subscribing and unsubscribing for the TNC newsletter can be requested at any time via the therefore placed link at the bottom of the Website (register) and/or the Newsletter (unsubscribe).

- a) TNC uses different mail systems. Users can opt out of all mailings that are not necessary for the execution of the Agreement.

15. GOVERNING LAW AND JURISDICTION

15.1. These Terms and Conditions, every Agreement and other legal relationships with TNC, apply to the Dutch law.

15.2. All disputes will be submitted to the competent court in Amsterdam.

16. OTHER

16.1. This is an English translation of the Dutch Terms and Conditions. In case of divergence, the Dutch text shall prevail.

These Terms and Conditions are altered on the 22nd of May 2018.