

GENERAL TERMS & CONDITIONS

Great that you are taking the time to read the Terms and Conditions of my shop. To minimize confusion and disappointments I tried to give a broad as possible explanation below. Never the less, should your specific situation/ problem not be answered by these, than please, no matter what, contact me so that we can come to a mutual satisfying situation.

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1. Data Protection Privacy Policy

When you visit my website, my web servers automatically store the IP address of your internet service provider, the website from which you visit me, the pages which you visit when you are on my website, as well as the date and duration of the visit. This information is essential for the technical transmission of the web pages and for secure server operation. No personalized evaluation of this data is carried out.

Personal data, is data about your person. This includes your name, address and email address. You do not have to disclose any personal data in order to be able to visit my website. In some cases, I need your name and address as well as further information in order to be able to offer you the requested service.

If you send me data via the contact form, this data is stored on my servers as part of the data back-up process. Your data will be used by me only to process your request. Your data will also be dealt with in the strictest of confidence. There is no disclosure to third parties.

The same applies if I supply you with information material on request or if I answer your enquiries. In these cases, I will always point this out to you. Furthermore, I store only the data that you have sent to me either automatically or voluntarily.

If you use one of my services, I generally only collect the data that is necessary for me to be able to provide you with my service. I may ask you for further information, although this is only on a voluntary basis. Whenever I process personal data, I do so in order to be able to provide you with my service or to pursue my commercial objectives.

Non-personal data is automatically stored when you visit my website. These non-personal data are stored for technical and administrative reasons. Automatically stored non-personal data which are stored are the type and version of the browser being used as well as date, time of access and IP address. This data is anonymised and used only for statistical purposes or to improve my internet and online services. Afterwards this anonymised data is stored on secure systems - separately from personal data – so that it cannot be matched to any specific individuals. This means that your personal data is protected at all times.

Cookies are small files that are transferred from an internet server to your browser where they are stored on the hard drive. When you visit my website, I may store information on your computer in the form of cookies. My website only uses functional cookies and no marketing or third party cookies. The only thing being saved during this process is the IP address, without any personal data. The information in the cookies being stored on your hard drive are needed to keep your browsing session secure and enable you to log into your account.

You can also visit my website without accepting cookies, but this may lead to restrictions in some areas of my website especially on those pages that might be linked to your account, in case you created an account.

To let your computer be unrecognisable upon your next visit to my website you can refuse the use of cookies by changing the settings of your browser to reject cookies. In the operating system of your browser you will find information on how to do this.

Matomo Analytics is a tracking tool which allows us to track our visitors in a completely anonymised form. All the data is kept securely on my own server and is never shared with other parties. This ensures that this tracking data can never be mapped to any existing profiles or other website services now and in the future. Xpozai is the only legal entity that can use this data. IP addresses are mutated at all times to ensure your privacy.

Newsletters that I send work with the so called double opt-in procedure, meaning I only send you a newsletter by email if you have expressly confirmed to me beforehand that I should activate the newsletter service. I will then send you a notification email and ask you to confirm that you wish to receive my newsletter by clicking on a link contained in this email. When you register for my newsletter, I store your IP address and the date of your registration. This storage serves solely as proof. If you do not wish to receive any more newsletters from me at a later date, you can cancel the newsletter service at any time without any costs.

Customer accounts is where you can view data about your completed, open and recently sent orders and manage your address data, bank details and the newsletter service. Each customer registered receives a password protected direct access to their stored inventory data stored by me. I trust you to treat the personal access data confidentially and not to make it accessible to any unauthorised third parties. I cannot accept any liability for the misuse of passwords unless I am responsible for the misuse.

The right to be forgotten means that you have the right to all your data being deleted. This also means, that it is a final action since the data being involved is actually being removed from my systems, there is no way I can retrieve it afterwards. If you want to commence with this action, you can manage it yourself after logging into your account and deleting it.

Safety means that I have taken all possible administrative and technical precautions to protect your personal data against loss, destruction, manipulation and unauthorised access. I and the service providers working for me are obliged to comply with the valid European data protection laws. Whenever we collect and process personal data, it is encrypted before being transmitted. This means that your data can not be misused by third parties.

2. Made to Order Products

If you place an order, listed under the overview as 'made to order', then this means that the product still has to be made/ produced. The pictures that you are looking at online are mere examples and not the ready to go product. Of course I strive to making an exact as possible copy, in this case in your size, which can have the consequence that the product can have minimal differences to the one on picture captured product. I reserve myself the right to make these little adjustments to a design/ product, this will not harm the appearance or the quality of the design/ product and can not be seen as a flaw or defect of the product.

It can happen that colours vary due to screen calibration or fabric suppliers(not every dye bath turns out the same therefore colour nuances can vary). This does not qualify as a flaw or a defect.

Do you, for which reason what so ever, want to be 100% sure that the colour of the design/ product is the colour that you have in mind, than please contact me, so that I can send you, against the charge for the cost of transport, a material sample of the fabric.

Further more I would like to point out that all designs/ products produced by myself are made with love by hand and therefore small differences are just witnesses of this and are what make them unique.

As the products are 'made to order' in your ordered size, therefore it is important that you take measure carefully. Please also read the article, taking measure, where you will also find size explanations.

The production of the design/ product you ordered will only start after the full payment has been credited to xpozai. In general production time is estimated to be 14 working days.

Made to order designs/ products can be returned, provided they have not been worn and are undamaged. If a design/ product has been worn or is damaged, the costs being made to restore, clean or repair it will be at the buyers/ costumers expense. A bill will be charged to the buyer/ customer to cover the costs.

Buyers/ customers within the European Union have the right to annul/ return their purchases within 14 days after delivery. *This right does not apply for following products:* products that are designed/ produced to the buyers/ customers needs/ design, products that are therefore personalized.

The costs for returning the product will be at the buyers/ customers expense at all times. The payed price of the design/ product incl. shipment costs, incl. the dutch VAT and excl. custom costs will be transferred to your account as soon as possible and latest within 14 days after the annul of the order by the buyers/ customers and after receiving the returned product. Please also read the chapter on returns for more information.

3. Ready Made Products

If you place an order, listed under the overview as 'ready made', than this means that the design/ product has already been produced/ made, the size of the design/ product is set and it is ready to be shipped. In this case you are ordering and receiving the in the picture featured product. I can not give guarantees for the colours of the ordered product, due to screen calibration, colours can vary. What I can guarantee is that the product you order/ receive is the same product that you see displayed in the pictures. To avoid disappointment it is essential that you know your hat size. Be precise in measuring and when in doubt please contact me at info@xpozai.com , before ordering. Please also read the article, taking measure, where you will also find size explanations.

The shipping of the design/ product you ordered will only commence after the full payment has been credited to xpozai. In general this will be within the first 3 working days, after receiving the order/ payment.

Ready made designs/ products can be returned, provided they have not been worn and are undamaged. If a design/ product has been worn or is damaged, the costs being made to restore, clean or repair it will be at the buyers/ costumers expense. A bill will be charged to the buyer/ customer to cover the costs.

If the ordered design/ product is not to your liking it needs to be returned within 14 days after receiving it. Please contact me at info@xpozai.com before returning the product, so that I can share a return form with you(by e-mail, to avoid useless waste of paper) and am aware of the return and can start handling the finances. The on the return form written address is the postage address for the returns, please feel free to complete the form before returning. The costs for the return is at all times the buyers/ costumers expense.

The costs for returning the product will be at the buyers/ customers expense at all times. The payed price of the design/ product incl. shipment costs, incl. the dutch VAT and excl. custom costs will be transferred to your account as soon as possible and latest within 14 days after the annul of the order by the buyer/ customer and after receiving the returned product. Please also read the chapter on returns for more information.

4. Personal and Special Design

Personal and special designs are designs/ products that are made by xpozai/ me according to your/ buyers/ customers ideas, needs and wishes. After you/ buyer/ customer have contacted xpozai/ me, we will agree to a meeting, depending on your whereabouts through Skype or in real time. If we meet in real time the travel expenses that I make there and back will be charged beforehand, but you could also choose to meet me at my studio at your own expense. Once we have met virtual or in real time and have come to an agreement about your wishes concerning design/ product, xpozai/ I, will send you an order confirmation including the price offer for the design/ product, you/ buyer/ customer ordered. This order confirmation needs to be returned to xpozai/ me, signed within a month. You will then receive a partial invoice covering 50% of the agreed price offer to be paid within 30 days.

Only after the partial invoice has been credited to xpozai/ me will the design & production process starts. The second part of the partial invoice is to be paid within 30 days after delivery of the design/ product.

Products that are designed/ produced to the buyers/ customers ideas/ needs/ wishes, are personalized designs/ products that can therefore not be annulled or returned.

5. Cleaning and Repairing

If for any reason your are unsure about the cleaning of your purchase, you can always [contact me](#) for advise or use my cleaning service and have no further worries about it. This is of course only for headgear of my making. Xpozai/ I charge €17.63 incl.VAT and excl. shipping costs.This includes a new petersham ribbon, this is the head size brace in the entrance of the headwear the place where all the makeup/ sweat collects, washing with bio degradable washing liquids of various brands and drying/ pressing/ ironing of the headwear. If you are allergic I can also work with 'Neutral' which is free of scents too. Please let me know is you allergic and also to what. Shipping costs are at all times at the buyers/ customers expense as well as any costs charged by customs. These depend on the content/ value of the package and therefore can vary. For more information please contact your local authority.

Depending on your purchase repair options vary. Restitching and renewing certain parts, like a visor is always possible. But keep in mind that if you have worn something a long time and I replace a part of it, there will be colour and material differences. I will at all times consult and advise you concerning look and feel of your headwear and your wishes, I will not take responsibility for disappointment in results that are out of my hands. I will at all times do my best to solve the problems to my technical abilities.

Prices vary depending on what needs to be done, in general they start at 19.90 euro incl.VAT. There are exceptions to this price, therefore you should always [contact me](#) if in need of repair of one of my designs. Before I start working on your headwear you will always receive an order confirmation including the price offer for the by you/ buyer/ customer requested repair. This order confirmation needs to be returned to xpozai/ me, signed within a month. You will then receive a partial invoice covering 50% of the agreed price offer to be paid within 30 days. Only after the partial invoice has been credited to xpozai/ me will the repair process start. The second part of the partial invoice is to be paid within 30 days after delivery of the repaired design/ product. Shipping costs are at all times at the buyers/ customers expense as well as any costs charged by customs. These depend on the content/ value of the package and therefore can vary. For more information please contact your local authority.

6. Colours and Materials

I do my best to describe the colours of my designs/ products and photograph them to the best of my abilities, they may still look different, in colour, on your screen due to calibration or in reality. No worries though, you always have 14 days, without reason, to return your chosen headwear. So give it a try, you might be surprised. Is there a colour you would like for one of my designs, [let me know](#), it just might be possible.

I mostly work with natural materials from different sources. There are a few designs from my early days that include synthetics but with time my focus changed. Many designs developed out of dead stock, cut offs or up-cycling materials and have taken overhand, but just sometimes, as with the Pleats wool collection, a mixed fibre material has my preference, as it can give an extra benefit, in this case a shorter drying time after getting rained on. You found something, but the material does not appeal, [contact me](#), maybe we can find a solution.

All designs have a full description, next to the overview, where you can find information on the material and its source. If you have more questions on the whereabouts of certain materials, don't be shy to ask. I will gladly share whatever information I have. Please [contact me](#) if in doubt.

7. Prices

The prices at the time of ordering are the prices that apply. All given prices include the actual lawful dutch VAT of 21% and exclusive shipment costs, which will be listed separately.

Delivery only follows after full payment has been credited to xpozai.

'Made to order' designs/ products will only be produced after the full payment has been credited to xpozai. In general production time is estimated to be 14 working days.

'Ready made' designs/ products will only be shipped after the full payment has been credited to xpozai. Please also read the chapter 'ready made'.

Any costs charged by customs depend on the content/ value of the package and therefore can vary. These costs are not included in the price and will at all times be at the buyers/ costumers expense. For more information please contact your local authority.

8. Payments

Payments are managed and processed by Mollie B.V. and the by you chosen bank service. Please visit their website for their current GDPR.

xpozai, keeps your personal data, concerning your billing and shipping address for the purpose of billing and shipping the products you ordered at www.xpozai.com. The addresses are kept for 7 years due to dutch tax law. The addresses will not at any time be shared with 3rd parties. Xpozai obliges dutch law.

Payment must be fore filled during ordering process.

The products will only be shipped after the full payment has been credited to xpozai.

The prices that apply are the prices at time of the placement of the order. All prices include the lawfully dutch VAT of 21% and exclude the cost for shipment, which will be listed separately on the order.

Any customs charges depend on the content/ value of the parcel and therefore can vary. These costs are not included in the price of the product and are at all times at the expense of the buyer. Please gather more information considering this issue with you local customs services.

9. Packaging and Present Wrapping

All my designs are send about in recycled packaging with as little extras as possible, maybe just a brand sticker. Often the box will bear another companies logo and therefore probably bear some confusion, though I try to score those that have as little as possible, but in recycling you do not always have a lot of choice. The headwear itself is wrapped in unbleached paper. Keeping my footprint small, even if we are only talking about paper and cardboard is dear to me and I hope my designs are loved enough to compensate the sober wrapping.

But as I know as well, sometimes we want to treat our selfs or a loved one to something really special. And for these occasions I have stocked present wrapping paper, either recycled or kraft paper and fabric ribbons. Colours of paper and ribbon depending on what was available, but I do try to make something special of it and if you write the occasion in the remarks box, for example christmas gift or 40th birthday, I will take it into account. In the cart area your are able

to choose the wrapping service at an extra charge of €2,50 incl.VAT.

If you have super special wishes concerning the packaging or want to add a card with a personal message, please [contact me](#), it will most probably be possible.

10. Shipping

Products that are 'made to order' will generally take 14 working days, to be produced and will then be shipped within 3 working days after the end of production, being a maximum of 17 working days before shipping will occur, after receiving the full purchase amount. Please be aware that if you order 'made to order' and 'ready made' products together, the whole of the shipment will only be sent after the end of production of the 'made to order' design/ product, with a maximum of 17 working days till shipment. Please contact me at info@xpozai.com if you have questions on this.

Products that are 'ready made' will be shipped within the first 3 working days after receiving the full purchase amount. Please be aware that if you order 'ready made' products and 'made to order' together, the whole of the shipment will only be sent after the end of production of the 'made to order' design/ product, with a maximum of 17 working days till shipment. Please contact me at info@xpozai.com if you have questions on this.

Are you in a hurry? Please contact me at info@xpozai.com before placing your order and we can discuss the options.

I/ xpozai ship with DHL as I believe they give good service and access and are willing to invest in a greener future for logistics. Here in Amsterdam I have seen electric mini vans on the outskirts of the city, as well as electric cargo bikes in the centre. I know that in Germany they are much further than here and I hope they will continue their way. Further more I simply could not find another logistics company yet, that also met my needs to keep things simple to my shop.

Shipping costs depend on where you live. For more information on prices please visit:

https://www.dhlparcel.nl/sites/default/files/content/PDF/international_tariffs_consumer.pdf

the prices vary from € 6,00 to € 24,00 all depending on where you live and based on certain weight and size of the parcel.

In the online store the cost for shipping will be listed before you finish your ordering process after you have entered your address, separately to the design/ product price. So there will be no surprises here. Further more you can choose your delivery time and where about as well as the day. Please be aware that the return costs are always at the buyers/ costumers expense, please read 'returns' for more information.

11. Delivery

Xpozai sends her products with DHL. All products are sent by registered mail and the buyer/ customer receives a track & trace number to follow the parcel(be aware this function does not work in all countries). The customer will receive the track and trace number by DHL. If you have not received the track and trace number, please check your junk/ spam folder in your e-mail account, or contact info@xpozai.com

The delivery times vary depending on the country of the customer. At

https://www.dhlparcel.nl/sites/default/files/content/PDF/international_tariffs_consumer.pdf

you can find an indication on the transit times. The noted delivery times are merely meant as an indication and are not binding and fall outside the responsibility of DHL or xpozai. Once registered and send xpozai can not be held liable for time/ moment of delivery.

If though the parcel does not arrive within 7 days after having received a confirmative mail declaring that your order/ product/ parcel has been shipped, contact xpozai at info@xpozai.com so that steps can be made.

The costs for sending the order/ product/ parcel is at all times at the buyers expense. Any customs charges depend on the content/ value of the parcel and may vary. The charged expenses are always at the buyers expense. For more information please contact your local customs services.

Are you in a hurry? Please contact me at info@xpozai.com before placing your order.

12. Damaged Parcels

I/ xpozai only send my designs/ products in undamaged packaging.

In case the parcel that is offered to you is damaged, it is important that the deliverer makes a note that it is damaged before you sign for the parcel.

Thereafter it is important that you document the damages of the order/ product/ parcel by photography and that you supply me with these photos as soon as possible, preferable within 3 days after receiving the order/ product/ parcel.

Please keep all of the packaging!

13. Returns

Buyers/ customers within the European Union have the right to annul/ return their purchases within 14 days after delivery. *This right does not apply for following products:* products that are designed/ produced to the buyers/ customers needs/ design, products that are therefore personalized.

'Made to order' and 'ready made' designs/ products can be annulled/ returned, provided that they are unused and

undamaged, within 14 days after receiving them.

If a product has been worn or/ and damaged the costs that have to be made to restore, clean or/ and repair the product will be at the buyers/ customers expense. A bill will be charged to the buyer/ customer to cover the costs.

If the ordered design/ product is not to your liking it needs to be returned within 14 days after receiving it. Please contact me at info@xpozai.com before returning the product, so that I can share a return form with you(by e-mail, to avoid useless waste of paper) and am aware of the return and can start handling the finances. The on the return form written address is the postage address for the returns, please feel free to complete the form before returning.

The costs for returning the product will be at the buyers/ customers expense at all times. The payed price of the design/ product incl. shipment costs, incl. the dutch VAT and excl. custom costs will be transferred to your account as soon as possible and latest within 14 days after the annul of the order by the buyer/ customer and after receiving the returned product.

14. Cuppa/ Tea party

You are studying and looking for an internship. You could see my work of process from close by and know more of its origins, the up spring of ideas and the know how. Please contact me asap so I can be qualified on time for your companionship.

You work in or own a store and would like to sell my designs to your clients? Please contact me asap. I haven't had tea in Rotterdam & Haarlem. And I would love a cuppa in Hamburg & Berlin. Ups, I missed out on you, no worries there are many more places i'd like to cuppa.

You are an independent agent specialising in accessories, wonderful. So happy you are reading this, have been looking for you, so long. Please let's not let that cuppa get cold. Contact me so we can get together.

You like my work and have some ideas on what to do with it, about it, surprise me. I love new ideas, help is always welcome, I'll treat you to a cuppa, if you contact me.

You are giving a tea party at your house with 6 or more friends. You have organised the tea/ sandwiches/ muffins and are looking for a little extra, I'll bring the hats and laughs. xpozai/ I will bring a suitcase full of headgear from trial to prototypes and original unique pieces/ designs/ products. A full afternoon of fitting headgear with a lot of fun. If we come to an agreement on date and time, xpozai/ I will send you an order confirmation including the price offer for the by you/ buyer/ customer requested tea party. This order confirmation needs to be returned to xpozai/ me, signed within a month. You will than receive a partial invoice covering 50% of the agreed price offer to be paid within 30 days, or latest before the agreed date of the tea party.

Only after the partial invoice has been credited to xpozai/ me will I arrive at your tea party. The second part of the partial invoice is to be paid within 14 days after the day of the tea party.

To give you an general idea of the costs, xpozai/ I charge a minimum of 9.20 euro excl. VAT for every hour at your party as well as for the hours travelling to and forth. Further more xpozai/ I charge travel expenses being gasoline and kilometres to and forth to the destination.

15. Taking Measure

To be able to chose the right size it is important to be accurate when measuring your head, ideally you let somebody else do it.

Go to work as follows: With the help of a soft centimetre, measure around the head, starting at the front approximately 1cm above the eyebrows towards, approximately 1cm above, the ears and over the biggest part of the back of your head(that little bump on the back of your head). Please see picture to give you an idea.



If you are not sure that you are measuring in the right way please contact me. We can set up a Skype meet, so that I can guide the measuring. A friend at your side to help would come in handy, but is not insurmountable. Once measured you can read in understanding chart which size you need. Pick the size closest to your measured size.

16. Sizes

- 50 cm=XXXS
- 52 cm=XXS
- 54 cm=XS
- 56 cm= S
- 58 cm= M
- 60 cm= L
- 62 cm= XL
- 64 cm= XXL

There is always an option of a special size, if that is what you want, you need to fill your size, further down the ordering process, into the remarks field. Be aware that special sizes come with special prices, due to pattern changes. Generally a charge of 14.93 euro incl. VAT. I would advise you to contact me here, before your ordering process, just to make sure it is absolutely necessary.

Experienced wearers might know how they prefer to wear a certain model, if so, please follow the line where these normally end and than you have your size.

17. Intellectual Property

All designs are intellectual property of xpozai/ Judith Lehthaus and remain as these also after selling the product.

Buying one of the products excludes the intellectual property. It is not allowed to, in any way, copy and/ or spread/ sell the product as ones 'own'.

xpozai/ Judith Lehthaus is therefore free to reproduce in multitude 'made to order' and 'ready made' designs/ products.

18. Sellers information

xpozai
Judith Lehthaus
registered at:
Nicolaas Anslinstraat 183
1068XA Amsterdam
The Netherlands
KvK: 34365460

0031-6-83379782
info@xpozai.com