

GENERAL TERMS AND CONDITIONS

WithBestRegards.com

A trade name of Ecomresult B.V.

Last updated: February 2026 vs 002

Article 1 – Definitions

In these General Terms and Conditions, the following terms shall have the meanings set out below:

"Entrepreneur": Ecomresult B.V., trading under the name WithBestRegards.com, registered with the Dutch Chamber of Commerce under number 72946911, with its registered office at Professor J.H. Bavincklaan 4, 1183 AT Amstelveen, the Netherlands.

"Consumer": A natural person who is not acting in the exercise of a profession or business and who enters into a Distance Agreement with the Entrepreneur.

"Business Customer": A natural or legal person acting in the exercise of a profession or business who enters into an Agreement with the Entrepreneur.

"Customer": A Consumer or Business Customer, as applicable.

"Distance Agreement": An agreement whereby, within the framework of a system organised by the Entrepreneur for the distance sale of Products and/or services, exclusive use is made of one or more means of distance communication up to and including the moment the agreement is concluded.

"Product(s)": All goods offered by the Entrepreneur, including but not limited to personalised and non-personalised printed textiles, home accessories, food products, art objects, and any other items available through the Website.

"Personalised Product": A Product that has been produced or modified in accordance with the Customer's specific instructions, including but not limited to the application of names, texts, photographs, logos, or other personalised elements.

"Non-Personalised Product": A Product that has not been customised to the Customer's specifications, including but not limited to pre-designed art objects and standard catalogue items.

"Customer-Supplied Materials": Any physical materials, including but not limited to textiles, cushion covers, and other substrates, supplied by the Business Customer for processing (e.g. printing) by the Entrepreneur.

"Website": www.withbestregards.com, including all subdomains, language versions, and associated online platforms operated by the Entrepreneur.

"Reflection Period": The period within which the Consumer may exercise the right of withdrawal.

"Right of Withdrawal": The Consumer's right to withdraw from the Distance Agreement within the Reflection Period.

"Day": Calendar day.

"Intellectual Property Rights": All intellectual and industrial property rights, including but not limited to copyrights, trademark rights, design rights, patent rights, portrait rights, database rights, and trade name rights.

"Third-Party Payment Provider": Any payment service provider through which the Customer processes payment, including but not limited to Klarna, PayPal, credit card issuers, and iDEAL providers.

Article 2 – Identity of the Entrepreneur

Ecomresult B.V., trading as: WithBestRegards.com

Registered and visiting address:

Professor J.H. Bavincklaan 4

1183 AT Amstelveen

The Netherlands

Availability: Monday to Friday, 09:00 – 18:00 (CET)

Email: support@withbestregards.com

Chamber of Commerce (KvK): 72946911

VAT identification number: NL859296374B01

Article 3 – Applicability

1. These General Terms and Conditions apply to every offer made by the Entrepreneur, to every Distance Agreement concluded between the Entrepreneur and the Customer, and to every delivery of Products and/or services.
2. These Terms and Conditions apply to both Consumers and Business Customers. Where specific provisions apply exclusively to Consumers or exclusively to Business Customers, this is explicitly stated.
3. Before the Distance Agreement is concluded, the text of these General Terms and Conditions shall be made available to the Customer. If this is not reasonably possible, the Entrepreneur shall indicate how the Terms and Conditions can be inspected and that they will be sent free of charge upon request.
4. If the Distance Agreement is concluded electronically, the text of these General Terms and Conditions may be made available to the Customer

electronically in such a manner that it can easily be stored on a durable data carrier.

5. In the event that specific product or service conditions apply in addition to these General Terms and Conditions, paragraphs 3 and 4 shall apply accordingly. In the event of a conflict, the Consumer may rely on the provision that is most favourable to them. For Business Customers, these General Terms and Conditions shall prevail in the event of a conflict.
6. The Entrepreneur expressly rejects the applicability of any general terms and conditions of the Business Customer, unless expressly agreed otherwise in writing.
7. By placing an order through the Website, the Customer declares to have read, understood, and accepted these General Terms and Conditions.

Article 4 – The Offer

1. If an offer has a limited period of validity or is subject to conditions, this shall be explicitly stated in the offer.
2. The offer shall contain a complete and accurate description of the Products and/or services offered. The description shall be sufficiently detailed to allow a proper assessment of the offer by the Customer. Images displayed on the Website are a truthful representation of the Products offered. However, the Customer acknowledges and accepts that:
 - a) Colours may vary from the images shown on screen due to differences in monitor settings, colour calibration, and the inherent characteristics of the printing and sublimation process;
 - b) Dimensions and positioning of personalised prints may differ slightly from the on-screen preview. Unless explicitly stated otherwise for a specific Product, printed areas shall in all cases be smaller than A4 format;
 - c) For larger Products (including but not limited to duvet covers), a visible seam may be present due to production constraints. Where applicable, this is stated in the Product description;
 - d) The quality of any personalised print is directly dependent on the resolution and quality of the image, text, or other content uploaded by the Customer. The Entrepreneur recommends a minimum image resolution of 300 DPI at the intended print size. The Entrepreneur shall not be liable for unsatisfactory results caused by content of insufficient quality or resolution;

e) The interaction between print inks and specific textile materials or colours may produce variations in the final result. Such variations are inherent to the production process and shall not constitute a defect.

3. The Customer is at all times responsible for ensuring that all personalisation content (photographs, texts, logos, and other elements) is placed within the designated print area as indicated on the Website. The Entrepreneur shall not be liable for any printing errors resulting from the Customer placing content outside the designated area.
4. Obvious mistakes or errors in the offer shall not bind the Entrepreneur. This includes but is not limited to obvious pricing errors (such as a Product listed at EUR 0.01 due to a system error). In such cases, the Entrepreneur shall notify the Customer and offer the option to proceed at the correct price or to cancel the order free of charge.
5. If a specific Product is no longer available, the Entrepreneur may offer a replacement product of equivalent characteristics. In such cases:
 - a) The Customer shall be notified of the proposed replacement prior to shipment;
 - b) The Consumer has the right to reject the replacement and cancel the order free of charge;
 - c) For Business Customers, the Entrepreneur may deliver the replacement product without prior approval, provided the replacement does not materially alter the nature of the Product.
6. Each offer shall contain such information that the Customer is aware of the rights and obligations attached to the acceptance of the offer.

Article 5 – The Agreement

1. The Agreement is concluded at the moment the Customer accepts the offer and fulfils the conditions set out therein, subject to the provisions of paragraph 4 of this Article.
2. If the Customer has accepted the offer electronically, the Entrepreneur shall immediately confirm receipt of the acceptance electronically. As long as receipt of this acceptance has not been confirmed, the Customer may dissolve the Agreement.
3. If the Agreement is concluded electronically, the Entrepreneur shall take appropriate technical and organisational measures to secure the electronic transfer of data and shall ensure a safe web environment. The Entrepreneur shall observe appropriate security measures in respect of electronic payments.
4. The Entrepreneur may, within statutory limits, ascertain whether the Customer is able to meet their payment obligations, as well as any other

facts and factors relevant to entering responsibly into the Distance Agreement. If, based on this assessment, the Entrepreneur has legitimate grounds not to enter into the Agreement, it shall be entitled to refuse an order or request or to attach special conditions to its execution.

5. For Personalised Products: once the Customer has submitted the order and the order has been confirmed by the Entrepreneur, the production process commences immediately. The Customer acknowledges that Personalised Products cannot be cancelled, modified, or returned once the order has been confirmed, except in cases of demonstrable defects attributable to the Entrepreneur.

Article 6 – Right of Withdrawal (Consumers Only)

This Article applies exclusively to Consumers.

6A – Non-Personalised Products

1. When purchasing Non-Personalised Products, the Consumer has the right to withdraw from the Agreement without giving any reason within a period of 14 Days after the day on which the Consumer, or a third party designated by the Consumer (other than the carrier), has received the Product.
2. During the Reflection Period, the Consumer shall handle the Product and its packaging with care. The Consumer shall only unpack or use the Product to the extent necessary to assess whether they wish to keep the Product. If the Consumer exercises the Right of Withdrawal, they shall return the Product with all accessories and, where reasonably possible, in its original condition and packaging, in accordance with the Entrepreneur's reasonable and clear instructions.
3. To exercise the Right of Withdrawal, the Consumer may use the model withdrawal form attached as Annex A to these Terms and Conditions, or submit an unambiguous statement to the Entrepreneur declaring the withdrawal. The Entrepreneur shall confirm receipt of such withdrawal without delay.
4. The Consumer shall bear the direct costs of returning the Product.
5. The Entrepreneur shall reimburse all payments received from the Consumer, including any delivery costs charged, without undue delay and in any event within 14 Days following the day on which the Entrepreneur is informed of the Consumer's decision to withdraw. The Entrepreneur may withhold reimbursement until it has received the Product back or until the

Consumer has supplied evidence of having sent back the Product, whichever is earliest.

6B – Personalised Products

6. The Right of Withdrawal is excluded for Personalised Products. In accordance with Article 6:230p(f) of the Dutch Civil Code and Article 16(c) of the European Consumer Rights Directive (2011/83/EU), products that have been produced to the Consumer's specifications or that are clearly personalised are exempt from the Right of Withdrawal.
7. The Consumer is explicitly informed of this exclusion prior to placing the order and confirms acceptance of this exclusion by completing the order.

6C – Food Products

8. The Right of Withdrawal is excluded for sealed food products (including but not limited to personalised chocolates and confectionery) that have been unsealed after delivery and which are not suitable for return due to health protection or hygiene reasons, in accordance with Article 6:230p(f) of the Dutch Civil Code.
9. For personalised food Products, the Right of Withdrawal is excluded on the additional ground that they constitute Personalised Products within the meaning of Article 6B.

Article 7 – Pricing

1. All prices listed on the Website are in Euros and include VAT, unless stated otherwise. For Business Customers, prices may be quoted exclusive of VAT, as specified in Article 19.
2. Delivery costs are not included in the Product price and shall be clearly stated before the Customer completes the order.
3. The Entrepreneur shall not increase the prices of Products during the validity period of an offer, except for price changes resulting from changes in VAT rates.
4. Price increases within three months after the conclusion of the Agreement are only permitted if they result from statutory regulations or provisions.
5. Obvious pricing errors on the Website (e.g. a duvet cover listed at EUR 0.01 due to a system error) shall not bind the Entrepreneur. The Entrepreneur shall notify the Customer of any such error and offer the Customer the option to proceed at the correct price or to cancel the order free of charge.

Article 8 – Conformity, Warranty and Product Durability

8A – Conformity

1. The Entrepreneur warrants that the Products conform to the Agreement, the specifications stated in the offer, the reasonable requirements of soundness and/or usability, and the statutory provisions and/or governmental regulations existing on the date the Agreement was concluded.
2. A warranty provided by the Entrepreneur, manufacturer, or importer shall not affect the statutory rights and claims the Customer may exercise against the Entrepreneur on the basis of the law and/or the Agreement.

8B – Inherent Product Characteristics

3. The following characteristics are inherent to the production process and shall not constitute a defect or non-conformity:
 - a) Minor colour deviations between the on-screen preview and the final printed Product, which are inherent to sublimation and digital printing processes;
 - b) A visible seam on larger Products (such as duvet covers) where production constraints require joining of fabric panels;
 - c) Variations in the interaction between printing inks and specific textile materials, colours, or textures;
 - d) Unsatisfactory print quality attributable to the Customer having uploaded content of insufficient resolution or quality. The Entrepreneur recommends a minimum image resolution of 300 DPI at the intended print size.

8C – Durability of Printing and Personalisation

4. The Customer acknowledges that printing, sublimation, and all other forms of personalisation applied to Products — including but not limited to textiles, pens, mugs, cushions, and other materials — have an inherently limited lifespan. Gradual fading, discolouration, or wear of printed or personalised elements through normal use and correct care is a natural characteristic of the production process and shall not constitute a defect.
5. The durability of printing and personalisation depends on, among other things, the frequency and manner of use, the method and frequency of washing or cleaning, exposure to sunlight, and the type of material. The Entrepreneur cannot

guarantee a specific lifespan for any printed or personalised element.

6. For Business Customers: the Business Customer expressly acknowledges and accepts that no warranty of any kind is given on the durability of printing, sublimation, or other forms of personalisation. The Business Customer waives any claim against the Entrepreneur relating to the gradual degradation of printed or personalised elements, regardless of the cause.

8D – Care Instructions

7. The Entrepreneur advises the following care instructions to preserve the quality of printed Products:
 - a) Duvet covers: machine wash at a maximum of 40°C on a delicate or wool cycle. Do not tumble dry. Do not dry clean;
 - b) All other printed textile Products: wash on a handwash or delicate cycle at a maximum of 30°C without spinning. Air dry only. Do not tumble dry. Do not dry clean;
 - c) Non-textile Products (pens, mugs, and similar items): clean with a damp cloth only. Do not use abrasive cleaning agents or place in a dishwasher unless explicitly stated on the Product page.
8. Damage resulting from failure to follow the care instructions set out in paragraph 7, from normal wear and tear, from improper use, or from the inherent interaction of colours and materials shall not constitute a defect and shall not be covered by any warranty.

8E – Remedies for Demonstrable Defects

9. In the event of a demonstrable production defect attributable to the Entrepreneur — such as a materially misaligned print, a substantially incorrect colour not attributable to inherent process variation, or a missing element of the personalisation — the Entrepreneur shall, at its sole discretion, either:
 - a) reproduce the Product free of charge; or
 - b) credit the purchase price of the defective Product to the Customer.
10. For Business Customers, the remedy set out in paragraph 9 shall constitute the Entrepreneur's sole obligation and the Business Customer's sole remedy in respect of demonstrable production defects, to the fullest extent permitted by law.
11. For Consumers, the remedies set out in paragraph 9 are offered without prejudice to the Consumer's

mandatory statutory rights. The Consumer shall first afford the Entrepreneur a reasonable opportunity to remedy any demonstrable defect in accordance with paragraph 9 before pursuing any other statutory remedy, unless this cannot reasonably be required of the Consumer.

12. Complaints regarding visible defects must be reported to the Entrepreneur within 14 Days of delivery, accompanied by photographic evidence of the defect. Defects that could not reasonably have been discovered upon delivery must be reported within a reasonable period after discovery.
13. Gradual fading, discolouration, or wear of printing and personalisation under normal use and correct care is an inherent characteristic of the Product and does not constitute a defect, regardless of the time elapsed since delivery. As a guideline, the Entrepreneur considers complaints primarily relating to such gradual degradation to fall outside the scope of warranty. This is without prejudice to the Consumer's mandatory statutory rights regarding conformity.

Article 9 – Delivery and Performance

1. The Entrepreneur shall exercise the greatest possible care in receiving and executing orders for Products.
2. The place of delivery shall be the address provided by the Customer to the Entrepreneur.
3. Any delivery times stated on the Website, in order confirmations, or in any other communication are indicative only and shall never constitute a binding deadline. The General Terms and Conditions are the sole authoritative reference regarding delivery obligations. The Entrepreneur shall execute accepted orders with due diligence but no later than within 30 Days, unless a longer delivery period has been agreed. The Customer acknowledges that certain Products require production by third-party production partners and that delivery times may be influenced by stock availability and production capacity.
4. The Entrepreneur shall not be liable for any damage, loss, or costs of any nature — including but not limited to consequential damages, loss of profit, reputational damage, or any indirect loss — resulting from the exceeding of indicative delivery times communicated via the Website or any other channel. Only the maximum delivery term of 30 Days as stated in paragraph 3 shall constitute a binding obligation. This limitation does not apply in cases of intent or gross negligence on the part of the Entrepreneur, or where mandatory law provides otherwise.

5. If delivery is delayed beyond the 30-Day maximum term, or if an order cannot be executed in whole or in part, the Customer shall be informed thereof no later than 30 Days after placing the order. In such case, the Consumer has the right to dissolve the Agreement without penalty. The Consumer shall not be entitled to compensation for late delivery, unless mandatory law provides otherwise.
6. In the event of dissolution pursuant to paragraph 5, the Entrepreneur shall reimburse the amount paid by the Customer as soon as possible, but no later than within 14 Days of dissolution.
7. If delivery of an ordered Product proves impossible, the Entrepreneur shall endeavour to make a replacement product available in accordance with Article 4 paragraph 5.
8. The risk of damage and/or loss of Products shall pass to the Customer at the moment of delivery. For Consumers, the risk passes only when the Consumer or a third party designated by the Consumer (other than the carrier) has physically received the Product.
9. The Entrepreneur shall not be liable for printing errors, incorrect names, texts, or other personalisation content, incorrect delivery addresses, or any other errors in data provided by the Customer. The Customer is solely responsible for verifying the accuracy and completeness of all data submitted.

Article 10 – Customer-Supplied Materials (Business Customers Only)

This Article applies exclusively to Business Customers.

1. The Business Customer may, where offered by the Entrepreneur, supply physical materials (such as textiles, cushion covers, or other substrates) for processing by the Entrepreneur. By supplying such materials, the Business Customer expressly acknowledges and accepts the provisions of this Article.
2. The Entrepreneur accepts no liability for the suitability of Customer-Supplied Materials for printing or any other form of processing. The Entrepreneur does not warrant the quality, durability, or colour accuracy of any print applied to Customer-Supplied Materials, as the Entrepreneur cannot assess or guarantee the interaction between its printing processes and the Business Customer's materials.
3. The Entrepreneur's liability for any damage to, defective printing on, or loss of Customer-Supplied Materials is limited to a maximum of EUR 0.50 (fifty eurocents) per item, regardless of the actual commercial value of the item. This limitation applies to all forms of damage, including but not

limited to material damage, printing errors, colour deviations, and damage during processing or handling.

4. By supplying materials for processing, the Business Customer expressly accepts this limitation of liability and waives any claims in excess of the amount stated in paragraph 3. The Business Customer is advised to retain proof of the value of the materials supplied, as the Entrepreneur shall not be required to assess or verify such value.
5. The Entrepreneur shall not be obligated to insure Customer-Supplied Materials. The Business Customer is responsible for insuring the materials against damage, loss, or theft during transit and processing, at the Business Customer's own expense.
6. The limitations set out in this Article shall apply to the fullest extent permitted by law, including any claims for indirect, consequential, or special damages. The limitations set out in this Article shall not apply in cases of intent or gross negligence on the part of the Entrepreneur.

Article 11 – Intellectual Property: Customer Obligations

1. By placing an order involving personalisation, the Customer declares and warrants that:
 - a) The Customer is the owner of, or has obtained all necessary licences, permissions, and authorisations for, all content (including but not limited to photographs, texts, logos, images, designs, and trademarks) submitted for personalisation;
 - b) The use of such content for the production and delivery of the ordered Product does not infringe any Intellectual Property Rights or other rights of any third party;
 - c) The content does not contain any material that is unlawful, defamatory, discriminatory, racist, sexually explicit, or otherwise contrary to public order, morality, or applicable law;
 - d) Where the content includes photographs or depictions of identifiable natural persons, the Customer has obtained the consent of such persons (or, in the case of minors, their legal representatives) for the use of their likeness in the production and delivery of the Product.
2. The Customer shall fully indemnify and hold the Entrepreneur harmless against all claims, damages, fines, costs (including reasonable legal fees), and liabilities arising from or in connection with a breach of the warranties set out in paragraph 1, including but not limited to claims from third parties based on alleged infringement of Intellectual Property Rights.

3. The Entrepreneur reserves the right, but is not obligated, to refuse or remove any order containing content that, in the Entrepreneur's reasonable opinion, infringes or may infringe Intellectual Property Rights of third parties or is otherwise unlawful or inappropriate. The Entrepreneur shall not be liable for any damages resulting from such refusal.
4. The Entrepreneur is not in a position to verify all personalisation content for compliance with Intellectual Property Rights and shall not be held responsible for any failure to identify infringing content.

Article 12 – Intellectual Property: Entrepreneur's Rights

1. All Intellectual Property Rights in the Website, including but not limited to designs, texts, images, logos, software, templates, product designs, and layout, are vested in the Entrepreneur and/or its licensors.
2. Any designs, sketches, drawings, texts, digital files, or other materials created by the Entrepreneur in the context of the Agreement shall remain the property of the Entrepreneur, unless otherwise agreed in writing.
3. The Customer shall not reproduce, publish, or otherwise make available to third parties any materials provided by the Entrepreneur without the Entrepreneur's prior written consent.
4. The Entrepreneur retains the right to use any knowledge gained through the performance of its work for other purposes, provided that no confidential information is disclosed to third parties.

Article 13 – Food Products

1. Certain Products offered by the Entrepreneur are food products, including but not limited to personalised chocolates, confectionery, and beverages. This Article applies in addition to the other provisions of these Terms and Conditions.
2. Allergen information and ingredient lists are provided on the Product page and/or on the Product packaging. The Customer is responsible for verifying this information prior to consumption and for informing any recipients of the Product accordingly.
3. The Entrepreneur shall not be liable for allergic reactions, health issues, or any other adverse effects resulting from the consumption of food Products, unless such effects are caused by a demonstrable defect in the Product attributable to the Entrepreneur.

4. Food Products must be stored in accordance with the instructions provided on the packaging. The Entrepreneur shall not be liable for deterioration of food Products caused by improper storage by the Customer or the recipient.
5. The Right of Withdrawal for food Products is regulated in Article 6C of these Terms and Conditions.

Article 14 – Payment

1. Unless otherwise agreed, amounts owed by the Customer must be paid at the time of placing the order or, where applicable, within 14 Days of the invoice date.
2. The Customer has an obligation to report any inaccuracies in the payment details provided or stated to the Entrepreneur without delay.
3. In the event that the Customer fails to meet their payment obligations in a timely manner, the Customer shall, after having been given notice of the late payment by the Entrepreneur and after the Entrepreneur has granted the Customer a period of 14 Days to fulfil their payment obligations, be liable for the statutory interest (as defined in Article 6:119 of the Dutch Civil Code) on the amount due.
4. If the Entrepreneur proceeds to extrajudicial collection due to non-payment, the associated costs shall be borne by the Customer in accordance with the Besluit Vergoeding voor Buitengerechtelijke Incassokosten (Decree on Compensation for Extrajudicial Collection Costs), with a minimum of EUR 40.00.
5. For Business Customers: in the event of late payment, the Business Customer shall be liable for the commercial statutory interest rate (Article 6:119a of the Dutch Civil Code) and for the full extrajudicial collection costs, without a minimum amount limitation.

Third-Party Payment Providers

6. Where the Customer processes payment through a Third-Party Payment Provider (including but not limited to Klarna, PayPal, or a credit card issuer), the terms and conditions of such Third-Party Payment Provider may also apply to the payment transaction. The applicability of such third-party terms shall not diminish or affect the Customer's obligations under these General Terms and Conditions.
7. A chargeback, payment dispute, or reversal initiated by the Customer through a Third-Party Payment Provider shall not release the Customer from their obligations towards the Entrepreneur under the Agreement. If a chargeback or reversal proves to

be unjustified, the Entrepreneur reserves the right to recover the full amount owed, including any additional costs incurred, directly from the Customer.

8. The Entrepreneur shall not be liable for any delays, errors, or failures caused by a Third-Party Payment Provider in the processing of payments.

Article 15 – Liability

General Provisions

1. The Entrepreneur's total liability towards the Customer for any damages arising from or in connection with the Agreement shall be limited to the amount actually paid by the Customer for the specific Product(s) to which the damage relates, up to a maximum of the amount covered by the Entrepreneur's professional liability insurance in any given case.
2. The Entrepreneur shall in no event be liable for:
 - a) Indirect damages, including but not limited to consequential damages, loss of profit, lost savings, loss of data, reputational damage, or damages resulting from business interruption;
 - b) Damages resulting from the use of the Products, including but not limited to allergic reactions, skin irritation, or other health-related effects, except where such damages are caused by a demonstrable defect in the Product;
 - c) Damages resulting from information, images, texts, or other content provided or uploaded by the Customer;
 - d) Damages resulting from force majeure as described in Article 16;
 - e) Damages resulting from the exceeding of indicative delivery times as set out in Article 9 paragraph 4.
3. The limitations of liability set out in this Article shall not apply in cases of intent or gross negligence on the part of the Entrepreneur, or to the extent that mandatory law precludes limitation of liability.

Additional Provisions for Business Customers

4. For Business Customers, the Entrepreneur's aggregate liability for all claims arising from or in connection with the Agreement shall not exceed the total amount invoiced and paid under the specific order(s) to which the claim relates, with an absolute maximum of EUR 5,000.00.
5. Business Customers shall indemnify and hold the Entrepreneur harmless against all third-party claims relating to the Products delivered, including

but not limited to claims based on product liability, Intellectual Property Rights infringement, or data protection violations attributable to the Business Customer.

Article 16 – Force Majeure

1. The Entrepreneur shall not be liable for any failure or delay in the performance of its obligations under the Agreement if such failure or delay is caused by force majeure.
2. Force majeure shall be understood to include, but not be limited to: failures or delays by the Entrepreneur's production partners or suppliers, transport disruptions, natural disasters, pandemics, epidemics, government measures, fire, power failures, disruptions of internet or telecommunications, cyberattacks, strikes, operational disruptions, and any other circumstances beyond the Entrepreneur's reasonable control.
3. In the event of force majeure, the Entrepreneur shall notify the Customer as soon as reasonably possible. If the force majeure situation persists for more than 60 Days, either party may dissolve the Agreement in writing, without obligation to pay damages.
4. If the Entrepreneur has already partially fulfilled its obligations at the onset of force majeure, or can only partially fulfil its obligations, it shall be entitled to invoice the work performed separately and the Customer shall be obligated to pay this invoice as though it concerned a separate Agreement.

Article 17 – Privacy and Data Protection

1. The Entrepreneur processes personal data of the Customer in accordance with the General Data Protection Regulation (EU) 2016/679 (GDPR/AVG) and its Privacy Policy, which is available on the Website.
2. The Customer acknowledges that the execution of the Agreement may require the Entrepreneur to share the Customer's personal data (including name, delivery address, and personalisation content such as photographs and texts) with third-party production partners for the sole purpose of fulfilling the order. The Entrepreneur has concluded data processing agreements with these production partners in accordance with Article 28 of the GDPR.
3. The Customer is responsible for ensuring that any personal data of third parties included in personalisation content (such as photographs or names of other individuals) is provided with the knowledge and consent of those third parties. The Customer shall indemnify the Entrepreneur against

any claims from third parties in connection with the unlawful processing of their personal data through the Customer's order.

4. The Entrepreneur shall implement appropriate technical and organisational measures to protect personal data against loss, theft, and unauthorised access.
5. For detailed information on the processing of personal data, including the categories of data processed, purposes, legal bases, retention periods, and the Customer's rights under the GDPR, the Customer is referred to the Privacy Policy on the Website.

Article 18 – Complaints Procedure

1. The Entrepreneur operates a complaints procedure and handles complaints in accordance with this procedure.
2. Complaints regarding the execution of the Agreement must be submitted to the Entrepreneur fully and clearly described within a reasonable time after the Customer has discovered the defect, and in any event within 14 Days of delivery for visible defects. Complaints must be accompanied by photographic evidence where applicable.
3. Complaints submitted to the Entrepreneur shall be answered within a period of 14 Days from the date of receipt. If a complaint requires a foreseeably longer processing time, the Entrepreneur shall respond within the 14-Day period with an acknowledgement of receipt and an indication of when the Customer may expect a more detailed response.
4. If the complaint cannot be resolved by mutual agreement, a dispute may be submitted to the competent court in accordance with Article 20 of these Terms and Conditions.
5. A complaint shall not suspend the Customer's payment obligations, unless the Entrepreneur expressly indicates otherwise in writing.
6. Consumers resident in the European Union may, in addition to the complaints procedure set out in this Article, submit disputes to a nationally recognised alternative dispute resolution (ADR) body in their country of residence, in accordance with Directive 2013/11/EU.

Article 19 – Additional Provisions for Business Customers

This Article applies exclusively to Business Customers and supplements the other provisions of these Terms and Conditions.

1. The Business Customer does not enjoy a Right of Withdrawal. All orders placed by Business Customers are final upon confirmation and cannot be cancelled or returned unless the Entrepreneur agrees otherwise in writing.
2. The Entrepreneur's liability towards Business Customers is limited in accordance with Article 15, paragraphs 4 and 5.
3. The Business Customer is responsible for providing the Entrepreneur with accurate and complete information and materials necessary for the execution of the order. The Entrepreneur shall not be liable for delays, errors, or additional costs resulting from incomplete, incorrect, or late information provided by the Business Customer.
4. Unless otherwise agreed in writing, all prices quoted to Business Customers are exclusive of VAT.
5. The Business Customer shall not assign any rights or obligations under the Agreement to third parties without the prior written consent of the Entrepreneur.
6. For recurring or large-volume orders, the parties may enter into a separate framework agreement or side letter, which shall prevail over these General Terms and Conditions to the extent of any inconsistency.

Article 20 – Governing Law and Disputes

1. All Agreements between the Entrepreneur and the Customer are governed exclusively by the laws of the Netherlands.
2. For Consumers resident within the European Union: the choice of Dutch law shall not deprive the Consumer of the protection afforded by the mandatory consumer protection rules of the Consumer's country of habitual residence, in accordance with Article 6(2) of Regulation (EC) No 593/2008 (Rome I). In the event of a conflict between Dutch law and the mandatory rules of the Consumer's country of residence, the provision most favourable to the Consumer shall apply.
3. For Consumers: disputes may be submitted to the court of competent jurisdiction in the Consumer's country of domicile, in accordance with Regulation (EU) No 1215/2012 (Brussels I bis). The Entrepreneur may only bring proceedings against a Consumer before the courts of the Member State in which the Consumer is domiciled.
4. For Business Customers: the competent court in Amsterdam, the Netherlands, shall have exclusive jurisdiction to adjudicate any disputes arising from or in connection with the Agreement, unless mandatory law prescribes otherwise.

5. A dispute shall only be submitted to a court after the parties have made every reasonable effort to resolve the dispute amicably.
6. For Business Customers: claims must be brought within six (6) months from the date on which the Business Customer became aware, or should reasonably have become aware, of the facts giving rise to the claim. Claims not brought within this period shall be time-barred.
7. For Consumers: the statutory limitation periods as prescribed by mandatory law shall apply. The Entrepreneur may not contractually shorten these periods.

Article 21 – Severability and Final Provisions

1. If any provision of these General Terms and Conditions is found to be null, void, or unenforceable, the remaining provisions shall remain in full force and effect. The invalid provision shall be replaced by a provision that most closely reflects the purpose and intent of the original provision.
2. Additional or deviating provisions may not be to the detriment of the Consumer and must be recorded in writing or in such a manner that the Customer can store them in an accessible way on a durable data carrier.
3. These General Terms and Conditions are drawn up in English. The English text is the sole authoritative version. In the event of any dispute regarding the interpretation of these Terms and Conditions, the English text shall prevail. A summary of key Consumer rights is provided in Dutch in Annex B for informational purposes only.
4. The Entrepreneur reserves the right to amend these General Terms and Conditions. Amended Terms and Conditions shall apply to new orders placed after the date of publication on the Website. Existing Agreements shall continue to be governed by the Terms and Conditions in effect at the time the Agreement was concluded.
5. Headings used in these General Terms and Conditions are for reference purposes only and shall not affect the interpretation of the provisions.

ANNEX A – MODEL WITHDRAWAL FORM

(Only complete and return this form if you wish to withdraw from the agreement)

To:

Ecomresult B.V. / WithBestRegards.com

Professor J.H. Bavincklaan 4
1183 AT Amstelveen
The Netherlands
Email: support@withbestregards.com

I/we (*) hereby give notice that I/we (*) withdraw from the contract of sale of the following goods:

Product(s):

Ordered on (*) / received on (*):

Order number:

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (only if this form is submitted on paper):

Date:

(*) *Delete as appropriate.*

Important notice:

This withdrawal form may only be used for Non-Personalised Products. In accordance with Article 6:230p(f) of the Dutch Civil Code and Article 16(c) of the European Consumer Rights Directive (2011/83/EU), Personalised Products are excluded from the Right of Withdrawal and cannot be returned.

ANNEX B – SAMENVATTING CONSUMENTENRECHTEN (NL)

Deze samenvatting is uitsluitend bedoeld ter informatie. Alleen de Engelstalige Algemene Voorwaarden zijn juridisch bindend.

Wie zijn wij?

WithBestRegards.com is een handelsnaam van Ecomresult B.V., gevestigd aan de Professor J.H. Bavincklaan 4, 1183 AT Amstelveen. KvK-nummer: 72946911. E-mail: support@withbestregards.com.

Herroepingsrecht (retourneren)

Niet-gepersonaliseerde producten: u heeft het recht om binnen 14 dagen na ontvangst de overeenkomst zonder opgave van redenen te ontbinden. U kunt hiervoor het modelformulier in Annex A gebruiken. De kosten voor het retourneren zijn voor uw rekening.

Gepersonaliseerde producten: omdat deze speciaal voor u worden gemaakt, kunt u deze niet retourneren of annuleren na bevestiging van uw bestelling. Dit is wettelijk vastgelegd in artikel 6:230p sub f van het Burgerlijk Wetboek.

Voedingsproducten: verzegelde voedingsproducten (zoals chocolade) kunnen na opening niet worden geretourneerd vanwege hygiëne en gezondheidsbescherming.

Levertijd

Levertijden op de website zijn indicatief. De maximale levertermijn is 30 dagen. Wordt deze termijn overschreden, dan heeft u het recht de bestelling kosteloos te annuleren.

Garantie en klachten

Onze producten voldoen aan de wettelijke conformiteitseisen. Bij een aantoonbaar productiefout herstellen wij het product of crediteren wij de aankoopprijs. U wordt altijd eerst in de gelegenheid gesteld om ons de kans te geven het probleem op te lossen. Kleurafwijkingen, naden bij grotere producten en geleidelijke slijtage van bedrukking bij normaal gebruik zijn inherent aan het productieproces en vormen geen gebrek. Uw wettelijke rechten worden hierdoor niet aangetast.

Klachten over zichtbare gebreken dient u binnen 14 dagen na ontvangst te melden, bij voorkeur met foto's, via support@withbestregards.com. Wij reageren binnen 14 dagen.

Intellectueel eigendom

Bij het uploaden van foto's, teksten of logo's verklaart u dat u eigenaar bent van het materiaal of toestemming heeft voor het gebruik ervan. U vrijwaart WithBestRegards.com tegen claims van derden.

Privacy

Wij verwerken uw persoonsgegevens conform de AVG/GDPR. Uw gegevens (inclusief foto's en afleveradres) worden gedeeld met onze productiepartners uitsluitend ten behoeve van uw bestelling. Zie ons volledige privacybeleid op de website.

Toepasselijk recht

Nederlands recht is van toepassing. Als consument binnen de EU behoudt u altijd de bescherming van het dwingende consumentenrecht van uw eigen land. U kunt geschillen voorleggen aan de rechter in uw eigen woonplaats.

Voor Belgische consumenten

Als u in België woont, blijven de dwingende bepalingen van het Belgisch Wetboek van Economisch Recht (Boek VI) onverminderd op u van toepassing, ongeacht de keuze voor Nederlands recht in deze Algemene Voorwaarden. U kunt geschillen voorleggen aan de Belgische rechtbank van uw woonplaats.

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