

General terms and conditions Turnstar leotards

1. Design process and sample

- 1.1. Clubs can choose from an existing Turnstar leotard (possibly adapted to their own colours and fabrics) or submit their own design.
- 1.2. Turnstar leotards may not be copied by a supplier other than SportEmotion.
- 1.3. A club's own design may not be copied by a supplier other than SportEmotion after production by SportEmotion, unless in mutual consultation.
- 1.4. During the design process, the club is free to adjust colours and fabrics.
- 1.5. In the case of a completely new design, it is mandatory to have a sample leotard made.
- 1.6. In the case of an existing leotard, it is not necessary to have a sample made. In the event of changes to the fabrics and colours, SportEmotion still advises having a sample made. If the club chooses not to have a sample made, no further correspondence can be entered into about the design (including colours and pattern) after delivery of the club order.
- 1.7. The club assesses the sample, looking at the entire package: colours, fabrics, pattern, fit and quality. With the understanding that no changes can be made to the fit.
- 1.8. If the club wants to make major changes after receiving the sample, a new sample can be made. This is not mandatory. If the club chooses not to have a new sample made, no further correspondence can be entered into about the design (including colours and pattern) after delivery of the club order. In the case of minor changes, SportEmotion can refuse to make a new sample.
- 1.9. After approval of the sample, no further correspondence can be entered into about the design (including colours and pattern) after delivery of the club order.

Costs of sample(s)

The costs of the first sample are for SportEmotion. Provided that an order is placed. If the association switches to another supplier, the costs of the sample will be charged. The costs of any subsequent samples will be borne by the association. The first sample remains the property of SportEmotion. Any subsequent samples will become the property of the association.

2. Fitting

- 2.1. As soon as the design of the leotard is known, the correct sizes will be determined. SportEmotion will provide a fitting set in fabrics that match the fabrics of the chosen leotard. Please note: these may be other leotards, but the fit of which matches the chosen leotard.
- 2.2. The fitting set is administratively assigned to the association, but the association does not have to pay for this.
- 2.3. After receiving the fitting set, it must be returned within three weeks.
- 2.4. Members are not allowed to try on the leotards after a training session (due to perspiration). The fitting time can be extended in consultation.
- 2.5. Leotards that are damaged or lost during the management by the association will be charged to the association. Costs may also be charged if the fitting set is not returned in a neat condition.
- 2.6. The association ensures that all members have at least one opportunity to try on the leotards. How often, where and when a fitting session is held is up to the association. The association is responsible for the communication about this.
- 2.7. SportEmotion is not responsible for the size chosen by the members. Members can exchange each other afterwards if necessary. An exchange with any extra ordered (and leftover) sizes is also possible. If none of these options are possible, the member in question will have to order a different size at the next order moment.
- 2.8. Fitting sessions are not held at SportEmotion.

3. Ordering and delivery

3.1. SportEmotion offers two ways of ordering the first club order:

1. The club immediately sends an e-mail stating how many leotards and shorts per size need to be ordered. A single total invoice is drawn up and paid. After receiving the club order from the factory, the order will be assigned to one person at the association (the contact person). The association then ensures that the leotards are distributed at the club.
2. SportEmotion opens an association page on the website, where all members can place their order individually. These orders must be paid for immediately. An agreement is made with the association about how long this association page will remain open. After the order period has closed, SportEmotion orders all the necessary leotards from the factory. After receiving the club order from the factory, SportEmotion delivers all leotards per order. These will be delivered to the address specified by the customer (pick-up in the store is also possible). The association will inform all members of the web page and the closing date.

3.2. A first club order must consist of at least 12 leotards.

3.3. The association will indicate to SportEmotion whether SportEmotion may also sell the leotards of the association to private customers or whether the leotards may only be sold to members of the association.

3.3.1. If the association chooses that the leotard may only be sold to members, the association is obliged to purchase the entire stock. In that case, SportEmotion will consult with the association whether a number of additional sizes should be ordered for unforeseen circumstances.

3.3.2. If the association allows SportEmotion to also sell the leotard to private customers, additionally ordered leotards will remain under the management of SportEmotion. The club is then not obliged to purchase the stock. SportEmotion will then determine how many extra packages will be ordered on top of the club order.

3.4. The club order will only be processed after it has been paid by the association.

3.5. SportEmotion will communicate the expected delivery time. This concerns the time from the order at the factory until the moment the order is shipped from the factory. The delivery time is a guideline time and not a guarantee. No rights can therefore be derived from the delivery time.

3.6. SportEmotion will keep the association informed when it is expected that the delivery time will be longer than originally communicated.

3.7. SportEmotion will inform the association as soon as there is a concrete prospect of delivery.

4. Re-orders

4.1. For reorders, you can also choose between the two methods mentioned under 3.1.

4.2. Reorders of leotards that are in stock at SportEmotion will be delivered the next working day.

4.3. Reorders of leotards that are not in stock must be ordered during an order moment.

4.3.1. The association determines how often and when they want an order moment. They inform SportEmotion of this in good time and agree among themselves how long the order moment will be open.

4.3.2. After the closing date of the order moment, no more leotards can be ordered.

4.3.3. The stated delivery time starts after the order moment has closed and the total order has been placed with the factory.

4.3.4. The association is responsible for the communication within the club about the order moments and working method. 4.4. No fitting set will be provided for repeat orders, unless the club specifically requests this. (After all, fitting is possible with previously delivered leotards)

4.5. Repeat orders of leotards that are not in stock must consist of at least 6 leotards. These can be different sizes.

5. Service and other

5.1. If the delivered package unexpectedly deviates from the approved sample, SportEmotion will provide a suitable solution, in consultation with the association.

5.2. In the event of obvious errors on the part of SportEmotion, SportEmotion will provide a suitable solution, in consultation with the association.

5.3. Loose rhinestones can be repaired free of charge at any time. The leotards can be returned to SportEmotion, provided they have been washed. SportEmotion will repair the stones within 7 days.

5.4. SportEmotion depends on third parties (fabric suppliers and factory) for the production of the leotards. If changes occur that affect the club leotards, SportEmotion will communicate this to the club as soon as possible and a suitable solution will be sought.

5.5. Sublimated lycra is extra vulnerable to pilling and damage to the fabric. SportEmotion therefore advises against using sublimated lycra on the bottom of the leotard (navel to crotch). Pilling and damage to sublimated lycra are not covered by the warranty.