

General Terms and Conditions for Turnstar Club Leotards

1. Design Process and Samples

- 1.1. Clubs can choose from an existing Turnstar leotard (possibly customized with their own colors and fabrics) or submit their own design.
- 1.2. Turnstar leotards may not be copied by any supplier other than SportEmotion.
- 1.3. A club's own design, after production by SportEmotion, may not be copied by any supplier other than SportEmotion, unless agreed upon in advance.
- 1.4. During the design process, the club is free to modify colors and fabrics.
- 1.5. For a completely new design, having a sample leotard made is mandatory.
- 1.6. For an existing leotard, making a sample is not necessary. If fabrics or colors are changed, SportEmotion recommends having a sample made. If the club chooses not to have a sample made, correspondence regarding the design (including colors and pattern) will no longer be possible after delivery of the club order.
- 1.7. The club will evaluate the sample, considering the entire outfit: colors, fabrics, pattern, fit, and quality. It is understood that no changes can be made to the fit.
- 1.8. If the club wishes to make significant 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, correspondence regarding the design (including colors and pattern) will no longer be possible after delivery of the club order. SportEmotion may refuse to make a new sample for minor changes.
- 1.9. After approval of the sample, correspondence regarding the design (including colors and pattern) will no longer be possible after delivery of the club order.
- 1.10. A club's own designs become the property of SportEmotion after production. SportEmotion may subsequently release this design in other colors.

Sample Costs

SportEmotion will cover the cost of producing the first sample, provided an order is placed. This initial sample itself remains the property of SportEmotion.

If the club switches to a different supplier, the cost of the sample (€100) will be charged. Any subsequent samples will be covered by the club (€100 per sample). These samples then become the property of the club.

2. Fitting

- 2.1. Once the leotard design is finalized, the correct sizes will be determined. SportEmotion will provide a fitting set in fabrics that match the selected leotard. Please note: these may be different leotards, but the fit will match the chosen leotard.
- 2.2. The fitting set is administratively assigned to the club, but the club is not responsible for the cost.
- 2.3. After receiving the fitting set, it must be returned within three weeks. During peak season, the return period is two weeks.
- 2.4. Members are not permitted to try on leotards after training (due to perspiration). The fitting time can be extended upon consultation.
- 2.5. Leotards that are damaged or lost during the club's care will be charged to the club. A fee may also be charged if the fitting set is returned in insufficient condition.
- 2.6. The club ensures that all members have at least one opportunity to try on the leotards. The club decides how often, where, and when a fitting is held. The club is responsible for communicating this information.

- 2.7. SportEmotion is not responsible for the size chosen by members. Members can exchange sizes afterward if necessary. Exchanges with any additional sizes ordered (and leftover) are also possible. If none of these options are possible, the member in question will have to order a different size at their next order.
- 2.8. Fittings are not held at SportEmotion.

3. Ordering and Delivery

- 3.1. SportEmotion offers two ways to order the first club order:
 1. The club will send a single email confirming the number of leotards and shorts per size to be ordered. A single invoice will be issued and paid. After receiving the club order from the factory, the order will be assigned to one person at the club (the contact person). The club will then ensure that the leotards are distributed at the club.
 2. SportEmotion will open a club page on the website where all members can place their orders individually. These orders must be paid immediately. The club will agree with the club how long this club page will remain open. After the ordering period closes, SportEmotion will order all the necessary leotards from the factory. After receiving the club order from the factory, SportEmotion will deliver all the leotards per order. These will be delivered to the address specified by the customer (pickup in the store is also possible). The club will inform all members of the website and the closing date.
- 3.2. An initial club order must consist of at least 15 leotards.
- 3.3. The club must inform SportEmotion whether SportEmotion may also sell the club's leotards to private customers or whether the leotards may only be sold to members of the club.
 - 3.3.1. If the club chooses to sell the leotard only to members, the club is obligated to purchase the entire inventory. In that case, SportEmotion will consult with the club about whether additional sizes should be ordered for unforeseen circumstances.
 - 3.3.2. If the club allows SportEmotion to also sell the leotard to private customers, any additional leotard orders will remain with SportEmotion. The club is not obligated to purchase the inventory. In that case, SportEmotion will determine how many additional leotards will be ordered in addition to the club order.
- 3.4. The club order will only be processed after it has been paid for by the club.
- 3.5. SportEmotion communicates the expected delivery time. This refers to the time from the order placed at the factory until the order is shipped from the factory. The delivery time is an estimate and not a guarantee. Therefore, no rights can be derived from the delivery time.
- 3.6. SportEmotion will keep the club informed if the delivery time is expected to be longer than originally communicated.
- 3.7. SportEmotion will notify the club as soon as there is a concrete prospect of delivery.

4. Reorders

- 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 business day.
- 4.3. Reorders of leotards that are out of stock must be placed during an order window.
 - 4.3.1. The club determines how often and when they want an order window. They must notify SportEmotion of this in a timely manner and agree on the length of time the order window will be open.
 - 4.3.2. After the order window closes, no more leotards can be ordered.
 - 4.3.3. The stated delivery time begins after the order window closes and the entire order has been placed with the factory.
 - 4.3.4. The club is responsible for communication within the club about the order window and the procedure.

- 4.4. For reorders, a fitting set will no longer be provided unless the club specifically requests one. (Fitting is possible with the previously delivered leotards.)
- 4.5. Reorders of leotards that are not in stock must consist of at least six leotards. These may be in different sizes.

5. Service and Other

- 5.1. If the delivered leotard unexpectedly deviates from the approved sample, SportEmotion will provide a suitable solution in consultation with the club.
- 5.2. In the event of obvious errors on SportEmotion's part, SportEmotion will provide a suitable solution in consultation with the club.
- 5.3. Loose rhinestones can be repaired free of charge at any time. The leotards, provided they have been washed, can be returned to SportEmotion. SportEmotion will repair the rhinestones within 7 days.
- 5.4. SportEmotion relies on third parties (fabric suppliers and factory) for the production of its leotards. If any changes occur that affect the club leotards, SportEmotion will communicate this to the club as soon as possible and will seek a suitable solution.
- 5.5. Sublimated Lycra is particularly vulnerable to pilling and damage to the fabric. SportEmotion therefore advises against using sublimated Lycra on the underside of the leotard (from the navel to the crotch). Pilling and damage to sublimated Lycra are not covered by the warranty.

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