

## **Terms and conditions tattoo**

### **1. Definitions**

In these terms and conditions the following terms are used:

1.1 Hanky Panky Tattoo studio; located in Amsterdam on the Oudezijds Voorburgwal 141.

1.2 Client. The natural person, which gives an order to Hanky Panky Tattoo studio to apply a tattoo as well as which is treated by Hanky Panky Tattoo studio or to which Hanky Panky Tattoo studio delivers products or services.

1.3 Agreement. Every agreement between Hanky Panky Tattoo studio and client to deliver product(s) or service(s), including applying a tattoo or other cosmetic treatment.

### **2. Applicability**

2.1 These terms and conditions are applicable to all agreements between Hanky Panky Tattoo studio and client, on to which Hanky Panky Tattoo studio serves as a (potential) seller and/or supplier of products and/or services. By these terms and conditions can only be deviated in writing and with expressly consent of Hanky Panky Tattoo studio.

2.2 All deliveries of products and/or services by Hanky Panky Tattoo studio will be delivered with no exceptions by Hanky Panky Tattoo studio and never by the separate acting persons which are enabled by or called by Hanky Panky Tattoo studio.

2.3 The client who enters an agreement with Hanky Panky Tattoo studio expressly agrees with these by Hanky Panky Tattoo studio used terms and conditions.

### **3. Accountability and own risk**

3.1 All orders of the client to Hanky Panky Tattoo studio are provided on the client's own risk.

3.2 By giving order to Hanky Panky Tattoo studio to apply a tattoo declares to be familiar with all possible consequences of the treatment, including medical, psychic and corporate-social consequences. It is known to the client that the by or through Hanky Panky Tattoo studio applied body-adornments never can be removed completely or in a cosmetic attractive way removed.

3.3 By giving order to Hanky Panky Tattoo studio to apply a tattoo or other cosmetic treatment, the client declares that he/she is in good health, doesn't suffers from any form of allergy, hemofily, diabetes, immune-disorder, skin-disorder or otherwise and is not infected with blood-transferable diseases (like HIV, Hepatitis A, B, C, or other(s) and that his/her treatment also cannot be a danger to the health of the employees of Hanky Panky Tattoo studio.

3.4 The client vouches that he/she has reached the age of 16 or older and that he/she has taken the decision to get a tattoo applied Hanky Panky Tattoo studio in good consideration.

3.5 Hanky Panky Tattoo studio doesn't apply tattoos on persons under the age of 16, not even with the consent of a parent or keeper.

3.6 Hanky Panky Tattoo studio always has the right to ask for a valid ID from the client, to make copies of it and store these. If the client cannot show a valid ID, Hanky Panky Tattoo studio has the right to refuse the order.

3.7 Texts and numbers are to be checked in advance by the client. Errors that result from this are the responsibility and risk of the client.

#### **4. Liability**

4.1 By giving an order to Hanky Panky Tattoo studio the client recognizes that Hanky Panky Tattoo studio has an effort-commitment. Hanky Panky Tattoo studio will make the best effort to create the best possible result. Hanky Panky Tattoo studio can never guarantee that the intended result will be actually reached. Hanky Panky Tattoo studio is not liable to not or not completely reaching the intended result and even for damage which could occur as a result of the treatment, unless it is proven that the damage is due to intend or neglect.

4.2 In case Hanky Panky Tattoo studio is found liable for any damage suffered by the client, the compensation is limited to the amount that Hanky Panky Tattoo studio has brought in account for the delivery of products or services to the client.

4.3 Every right to compensation expires in case the client has not taken immediate measures to limit the damage, respectively prevent more or other damage.; as well as informing Hanky Panky Tattoo studio as soon as reasonably possible of all relevant information.

4.4 Hanky Panky Tattoo studio can use all legal and contractual means of counter-notification which Hanky Panky Tattoo studio can call upon to counter Sakura Tattoo's liability towards the client; also for the benefit of Hanky Panky Tattoo studio's employees or possible third parties for those who's acts Hanky Panky Tattoo studio is liable for by law.

4.5 Hanky Panky Tattoo studio cannot be held responsible for damage to clothing or other belongings of the client.

#### **5. Guarantee**

Hanky Panky Tattoo studio uses for tattooing only inks and pigments which are controlled by the Dutch Ministry of Public Health and the inspectorate of goods as determined by law.

## **6. Applicable law / competent judge**

6.1 On these terms and conditions as well agreements on which these terms and conditions are or could be applicable to, the Dutch law is applied.

6.2 Disputes between Hanky Panky Tattoo studio and client, resulting from the agreements on to which the terms and conditions are applicable, will exclusively be judged by the competent judge of the Court in Amsterdam, or/if Hanky Panky Tattoo studio is acting as demanding or requesting party, specifically chooses a competent judge in the livingplace of the client.

## **7. Conversion**

If and on ground of reasonableness and fairness of the unreasonable, onerous character on any provision in these terms and conditions can't be appealed to, to this provision an according meaning will be; accounted to the content and thrust, so it can be appealed to.

## **8. Final provision**

These terms and conditions are applicable on all employees of Hanky Panky Tattoo studio and on any third party which is enabled for implementation of the agreement. This clause can never be meant as any recognition that the implied employees or enabled third parties acted on personal behalve by the implementation of the agreement.