

Browny's Cakes & Coaching

TERMS & CONDITIONS

Effective date: 24 September 2026

These Terms & Conditions apply to all orders, bookings and purchases made through Browny's Cakes & Coaching, including custom cakes, baking workshops, coaching services and digital products. By placing an order, completing a payment or confirming a booking, the customer agrees to these terms.

1. Scope and acceptance

These Terms & Conditions apply to all quotations, orders, bookings, purchases and agreements between Browny's Cakes & Coaching and its customers or clients. They cover custom cakes, baking workshops, coaching services, digital products and any other products or services offered through the website, webshop, email, telephone or social media.

The customer must be given a reasonable opportunity to read and save these terms before the agreement is concluded. Any statutory consumer rights that cannot legally be excluded remain fully applicable.

2. Business information

Browny's Cakes & Coaching is operated under the registered trade name Browny's cakes, a sole proprietorship registered with the Dutch Chamber of Commerce.

Business address: Wolbrantskerkweg 50 F, 1069 DA Amsterdam, the Netherlands

Chamber of Commerce (KvK) number: 53283449

VAT identification number: NL002420998B07

Email: info@brownyscakes.com

Website: www.brownyscakes.com

3. Orders and formation of the agreement

All orders and bookings are subject to availability. Customers are responsible for providing complete and accurate information.

For purchases made directly through the webshop, the agreement is concluded when the customer receives an order confirmation.

For custom cakes and personalised orders arranged by email, telephone, a contact form or social media, the agreement is concluded after Browny's Cakes & Coaching has confirmed the order in writing and the full invoice amount has been received within the payment period stated on the invoice.

For workshops and coaching services, the agreement is concluded when the booking is confirmed and the required payment has been received. A date, time slot or production space is not reserved until the required payment has been received.

A quotation is valid for the period stated in it. If no period is stated, it is valid for 14 days. If an order cannot be accepted after payment, the customer will be informed and the amount paid will be refunded.

4. Prices and payment

All prices are stated in euros and include VAT unless clearly indicated otherwise. Any additional charges, such as delivery, special materials or requested changes, will be communicated before they are charged.

Payment must be made using the method and within the period stated on the invoice, checkout page or booking confirmation. If payment is not received on time, Brownny's Cakes & Coaching may release the reserved date or cancel the order after informing the customer.

If the customer requests changes after the price has been agreed, Brownny's Cakes & Coaching may adjust the price. Any additional amount will be communicated before the change is carried out.

5. Custom cakes and personalised orders

The customer is responsible for checking all order details, including the event date, collection or delivery time, size, flavour, colours, wording, design and dietary information. Any error must be reported as soon as possible.

Because every cake is handmade, minor variations in colour, placement and finish may occur. Reference images are used as inspiration unless an exact element has been expressly agreed in writing. Brownny's Cakes & Coaching will not deliberately copy another cake artist's protected design or branding.

Changes may be requested no later than 7 calendar days before the agreed collection or delivery date. A requested change is subject to feasibility and may result in additional costs. Changes requested after this deadline may be refused.

6. Allergies and dietary requirements

The customer must communicate allergies, intolerances and dietary requirements before the order is confirmed. Brownny's Cakes & Coaching will provide available ingredient and allergen information and will take reasonable care when preparing an order.

Products are prepared in an environment where allergens may be present, including gluten, eggs, milk, nuts, peanuts and soy. Unless expressly confirmed otherwise in writing, Brownny's Cakes & Coaching cannot guarantee that a product is completely free from traces of allergens. The customer is responsible for sharing relevant allergen information with everyone who will consume the product.

7. Collection, delivery, storage and transport

The agreed collection or delivery time and address will be confirmed in writing. The customer must collect the order on time. Late collection does not automatically entitle the customer to a later collection time, refund or compensation.

After collection, responsibility for safe transport, handling and storage passes to the customer. Cakes must be transported on a flat, stable surface in a cool vehicle and stored according to the instructions provided. Brownny's Cakes & Coaching is not responsible for damage caused after collection by unsuitable transport, handling, temperature, storage or display conditions.

Where delivery is agreed, the delivery fee and conditions will be communicated in advance. The customer must ensure that someone is available to receive the order at the agreed location and time.

8. Cancellation of custom cakes

A custom cake order may be cancelled by contacting Brownny's Cakes & Coaching in writing. The customer should cancel no later than 7 calendar days before the agreed collection or delivery date.

If a cancellation is made within 7 calendar days of the agreed date, Brownny's Cakes & Coaching may deduct reasonable costs already incurred, including purchased materials, personalised items and work already performed. Any remaining balance will be refunded. This provision does not limit rights that the customer may have under mandatory consumer law.

Custom-made and perishable products are generally excluded from the statutory 14-day right of withdrawal once the agreement has been concluded, insofar as the legal exception applies.

9. Workshops and coaching services

The content, format, date, location or online access details of a workshop or coaching service will be stated in the product description or booking confirmation. The customer is responsible for attending at the agreed time and for having any stated equipment, ingredients or internet connection available.

Requests to cancel or reschedule must be made in writing as soon as possible. Any specific cancellation or rescheduling conditions shown during booking form part of the agreement. Where no specific policy is shown, Brownny's Cakes & Coaching may deduct reasonable costs already incurred and the value of services already provided, while respecting all mandatory statutory rights.

A booking may be personal and non-transferable where this is reasonably necessary for safety, preparation or coaching purposes. Transfer to another participant requires prior written approval.

10. Digital products and online content

Digital products, templates, calculators, e-books, recipes, recordings and course materials are supplied for the purchaser's personal or internal business use only, unless a different licence is stated. They may not be copied, resold, shared, distributed, published, sublicensed or made available to third parties.

The customer is responsible for checking the stated technical requirements before purchase. Brownny's Cakes & Coaching will make reasonable efforts to provide access or a replacement file if a valid download or access link does not work.

For digital content supplied immediately, the statutory right of withdrawal is lost only when the customer has expressly agreed to immediate delivery and has acknowledged before delivery that this means losing the right of withdrawal, as required by law.

11. Statutory right of withdrawal

Consumers who enter into a distance contract generally have a statutory cooling-off period of 14 calendar days, unless a legal exception applies. The cooling-off period for services generally begins on the day after the agreement is concluded; for physical products it generally begins on the day after receipt.

Exceptions may apply to, among other things, custom-made products, goods that deteriorate quickly, digital content supplied immediately with the required express consent and acknowledgement, and certain

services or activities booked for a specific date.

If the customer expressly asks for a service to begin during the cooling-off period and later withdraws, the customer may be required to pay a proportionate amount for the service already performed. If the service has been fully performed during that period, the right of withdrawal is lost only where the legal requirements for prior consent and acknowledgement have been met.

A consumer who wishes to exercise a statutory right of withdrawal may send an unambiguous statement to info@brownyscakes.com. Where legally required, Brownny's Cakes & Coaching will also provide the statutory model withdrawal form and an accessible online cancellation function.

12. Cancellation by Brownny's Cakes & Coaching

Brownny's Cakes & Coaching is a sole proprietorship. If an order, workshop or coaching service cannot be fulfilled because of illness, urgent family circumstances or another circumstance beyond reasonable control, the customer will be informed as soon as possible.

Where possible, an alternative date or appropriate solution will be offered. The customer is not required to accept an alternative. If the service or product cannot be supplied, the amount paid for the affected order or booking will be refunded.

13. Intellectual property

All website content, photographs, texts, recipes, workshop materials, coaching resources, templates and digital products created by Brownny's Cakes & Coaching remain protected by applicable intellectual property rights.

Purchase or participation does not transfer ownership of these rights. Commercial reproduction, resale, distribution, publication or use for training others is prohibited without prior written permission.

14. Quality, conformity and complaints

Products and services must conform to the agreement and to the statutory standards that apply. Nothing in these terms excludes the customer's statutory rights concerning conformity or legal guarantee.

The customer should inspect a cake or physical product at collection or delivery where reasonably possible. Any concern should be reported promptly, preferably with clear photographs and relevant order details, so that Brownny's Cakes & Coaching has a fair opportunity to assess the issue and offer an appropriate solution.

Complaints may be submitted to info@brownyscakes.com. Brownny's Cakes & Coaching aims to acknowledge a complaint within 5 working days and provide a substantive response within 14 days. If more time is reasonably needed, the customer will be informed.

15. Liability

Brownny's Cakes & Coaching is liable where and to the extent required by applicable law. Liability cannot be excluded for intent, deliberate recklessness, death or personal injury caused by a legally attributable act, or where exclusion is otherwise prohibited by law.

Subject to mandatory law, Brownny's Cakes & Coaching is not responsible for damage resulting from incorrect information supplied by the customer, failure to follow transport or storage instructions,

unauthorised sharing or modification of digital products, or circumstances outside its reasonable control.

Any limitation of liability in these terms applies only insofar as it is legally permitted and does not restrict mandatory consumer rights.

16. Force majeure

Neither party is liable for a failure or delay caused by circumstances beyond reasonable control, such as serious illness, fire, extreme weather, transport disruption, power or internet failure, government measures or supply-chain disruption.

The affected party will inform the other party as soon as reasonably possible. The parties will first try to agree on a suitable alternative. If performance becomes permanently impossible, the agreement may be terminated and any amount paid for the unperformed part will be refunded.

17. Governing law and disputes

These Terms & Conditions and all agreements with Brownny's Cakes & Coaching are governed by Dutch law. This choice of law does not deprive a consumer living in another country of mandatory protection granted by the law of that country.

The parties will first try to resolve any complaint or dispute directly and in good faith. If no solution is reached, the dispute may be submitted to the competent court in accordance with applicable law.

18. Changes to these terms

Brownny's Cakes & Coaching may update these Terms & Conditions when its services or legal obligations change. The version provided or made available before the agreement was concluded applies to that agreement. Material changes will not be applied retroactively to an existing agreement unless legally required or expressly agreed.