

# GENERAL TERMS AND CONDITIONS

## Sherpa's Stories B.V.

Fort Hinderdamstraat 71, 1384 AM Weesp, The Netherlands  
Chamber of Commerce: 77452402 | VAT number: NL861011545B01  
info@sherpastories.com | www.sherpastories.com

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### 1. Definitions

1.1 In these general terms and conditions the following terms have the following meaning:

- **Sherpa's Stories:** Sherpa's Stories B.V., registered at Fort Hinderdamstraat 71, 1384 AM Weesp, The Netherlands, Chamber of Commerce number 77452402.
- **Client:** each natural person or legal entity on whose instructions Sherpa's Stories delivers Products, or with whom Sherpa's Stories enters into an Agreement.
- **Agreement:** any agreement formed between Sherpa's Stories and the Client, any amendment thereto, and any acts in preparation or performance of such Agreement.
- **Products:** all digital goods and services, including strategic tourism trend reports, digital downloads, digital publications, consultancy activities and newsletter subscriptions, that are the subject of an Agreement.
- **Digital Product:** any product delivered in digital form, including but not limited to PDF trend reports and digital publications.
- **Assignment:** each commission or request given by a Client to Sherpa's Stories.

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### 2. Applicability

2.1 These terms and conditions form part of all quotations, offers and agreements between Sherpa's Stories and the Client, and apply to all related acts and legal acts.

2.2 The applicability of any general or specific conditions of the Client is explicitly rejected by Sherpa's Stories.

2.3 If one or more provisions in these terms and conditions are null and void or nullified, the remaining provisions shall remain in full force and effect.

2.4 These terms and conditions are available at [www.sherpastories.com](http://www.sherpastories.com) and will be provided to the Client upon request.

2.5 In the event of a conflict between the provisions of these terms and conditions and an Agreement, the provisions of the Agreement shall prevail.

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### 3. Offers and Conclusion of Agreements

3.1 All quotations and offers of Sherpa's Stories are without obligation, unless a term for acceptance is specified.

3.2 An Agreement is concluded when Sherpa's Stories confirms acceptance in writing, or when Sherpa's Stories fulfils an Assignment.

3.3 If the Client's acceptance deviates from the offer made by Sherpa's Stories, no Agreement is concluded. The deviating acceptance is considered a new offer from the Client.

3.4 Changes or additions to an Agreement are only valid if confirmed in writing by Sherpa's Stories.

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## **4. Digital Products and Delivery**

4.1 Sherpa's Stories sells digital products only. Products are delivered digitally via download link or email after payment has been received and confirmed.

4.2 Once a Digital Product has been made available for download or sent by email, delivery is deemed complete.

4.3 Sherpa's Stories shall make reasonable efforts to ensure availability of digital downloads. In the event of technical issues, an alternative delivery method will be offered within a reasonable timeframe.

4.4 Delivery times communicated by Sherpa's Stories are indicative and do not constitute firm deadlines.

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## **5. Right of Withdrawal and Returns**

5.1 These conditions apply to digital products purchased via the Sherpa's Stories webshop. Physical products and custom-made products are excluded.

5.2 In accordance with Article 16(m) of the European Consumer Rights Directive, the right of withdrawal lapses once a Digital Product has been downloaded or accessed, provided that the Client has given prior consent to immediate delivery and acknowledged the lapse of the right of withdrawal.

5.3 By completing a purchase of a Digital Product, the Client agrees to immediate delivery and acknowledges that the right of withdrawal lapses upon delivery.

5.4 Orders for Digital Products that have not yet been delivered or accessed may be cancelled within 24 hours by contacting [info@sherpastories.com](mailto:info@sherpastories.com) with the order number.

5.5 Approved refunds will be processed within 14 days via the original payment method.

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## **6. Prices and Payment**

6.1 All prices displayed in the webshop are stated in Euros and are inclusive of applicable VAT for consumers (B2C). For business clients (B2B), prices are exclusive of VAT unless stated otherwise. The applicable VAT rate will be shown at checkout.

6.2 Payment can be made via the payment methods available at checkout, which may include iDeal, Bancontact, credit card (Visa, Mastercard), PayPal and other methods provided through the Sherpa's Stories webshop platform. Available payment methods may vary by country.

6.3 Sherpa's Stories reserves the right to change prices at any time. Price changes do not affect existing agreements.

6.4 Payment for webshop purchases is due immediately at the time of purchase. Digital products are only delivered after payment has been confirmed. For invoiced services agreed separately, payment must be made within 14 days of the invoice date.

6.5 In the event of late payment, the Client is automatically in default without further notice. Statutory (commercial) interest pursuant to Section 6:119a of the Dutch Civil Code shall be due on the outstanding amount.

6.6 In the event of non-payment, Sherpa's Stories is entitled to suspend delivery or dissolve the Agreement, and to recover all extrajudicial and judicial costs. Extrajudicial costs amount to at least 15% of the outstanding sum, with a minimum of €250.

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## 7. Intellectual Property

7.1 All intellectual property rights in the Products, including but not limited to copyright in trend reports, texts, analyses, data, images and other content, are vested exclusively in Sherpa's Stories B.V.

7.2 Purchase of a Digital Product grants the Client a personal, non-exclusive, non-transferable licence to use the product for internal, non-commercial purposes only. Internal sharing within the purchasing organisation is permitted unless otherwise agreed in writing.

7.3 Without prior written consent of Sherpa's Stories, the Client is not permitted to:

- Reproduce, copy, share, sell or distribute the product (in whole or in part) to third parties outside the purchasing organisation;
- Publish, broadcast or make publicly available any content from the product;
- Use the product for commercial purposes, including resale or sub-licensing;
- Use, scrape, reproduce or process any content, reports or materials from Sherpa's Stories for the development, training or improvement of artificial intelligence systems, machine learning models or automated data extraction systems.

7.4 Breach of intellectual property rights entitles Sherpa's Stories to claim damages and/or seek injunctive relief.

7.5 The Client may not offer or bring to market a product or service that directly competes with the Products of Sherpa's Stories, if such product or service is substantially based on, derived from, or inspired by the content, structure or methodology of the Products purchased from Sherpa's Stories. In the event of a breach of this provision, Sherpa's Stories is entitled, in addition to claiming damages, to charge a penalty of €10,000 per breach, and €500 for each day the breach continues, up to a maximum of €100,000.

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## 8. Amendments to These Terms and Conditions

8.1 Sherpa's Stories is entitled to amend or supplement these terms and conditions at any time.

8.2 The Client will be informed in writing of any amendments or supplements at least 30 days before they take effect.

8.3 These terms and conditions are also applicable to any follow-up or additional assignments between Sherpa's Stories and the Client.

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## **9. No Professional Advice**

8.1 The Products are intended for informational and strategic inspiration purposes only. They do not constitute legal, financial, investment or professional advice.

8.2 Sherpa's Stories trend reports are based on research, analysis and real-world experience. Sherpa's Stories does not guarantee specific results or outcomes based on the use of the Products.

8.3 The Client is solely responsible for decisions made on the basis of information contained in the Products.

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## **10. Liability**

9.1 Sherpa's Stories performs its obligations with due care. Sherpa's Stories is only liable for direct damage caused by intent or gross negligence on the part of Sherpa's Stories.

9.2 Sherpa's Stories is not liable for indirect or consequential damage, including loss of profit, missed savings, reputational damage or business interruption.

9.3 The total liability of Sherpa's Stories shall in no event exceed the invoice value of the product to which the liability relates.

9.4 Sherpa's Stories is not liable for damage arising from inaccurate or incomplete information provided by the Client.

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## **11. Force Majeure**

10.1 Sherpa's Stories cannot be held to timely fulfilment of its obligations if prevented by force majeure, including but not limited to technical failures, cyberattacks, internet outages, strikes, government measures, or illness.

10.2 If the force majeure continues for more than two months, both parties have the right to dissolve the Agreement in writing without obligation to pay damages.

10.3 Sherpa's Stories shall notify the Client as soon as possible of any (potential) situation of force majeure.

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## 12. Privacy and Data

11.1 Sherpa's Stories processes personal data in accordance with its Privacy Policy, available at [www.sherpasstories.com](http://www.sherpasstories.com).

11.2 The Client's personal data is used solely for the purpose of executing the Agreement and, where applicable, for sending The Outlook by Sherpa's Stories newsletter, subject to the Client's prior consent.

11.3 The Client may withdraw consent for newsletter communications at any time by clicking the unsubscribe link in any edition of The Outlook by Sherpa's Stories.

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## 13. Complaints

12.1 Complaints regarding the delivery or content of a product must be submitted in writing to [info@sherpasstories.com](mailto:info@sherpasstories.com) within 30 days of delivery, or within 30 days of the Client discovering the issue, whichever is earlier.

12.2 Sherpa's Stories will respond to complaints within 14 days of receipt.

12.3 If a complaint is well-founded, Sherpa's Stories will, at its discretion, offer a replacement product, a correction, or a refund.

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## 14. Applicable Law, Language and Disputes

13.1 These terms and conditions and all Agreements are governed by Dutch law.

13.2 These terms and conditions are drawn up in English. In the event of discrepancies between translated versions, the English version shall prevail.

13.3 Any disputes arising from these terms and conditions or an Agreement will be submitted to the competent court in Amsterdam, unless mandatory consumer protection law requires otherwise.

13.4 Consumers may also submit complaints via the European Online Dispute Resolution platform: <https://ec.europa.eu/consumers/odr>. Sherpa's Stories' email address for this purpose is [info@sherpasstories.com](mailto:info@sherpasstories.com).

13.5 The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.