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### Article 1 – Definitions

In these conditions the following terms shall have the following meanings:

1. **Consideration period:** the period within which the consumer can make use of his right of withdrawal;
2. **Consumer:** the natural person who is not acting in the exercise of a profession or business and a distance contract with the entrepreneur;
3. **Day:** calendar day;
4. **Duration transaction:** a distance contract relating to a series of products and / or services, whereby the delivery and / or purchase obligation is spread over time;
5. **Durable data carrier:** any means that enables the consumer or entrepreneur to store information that is addressed to him personally, in a way that allows future consultation and unaltered reproduction of the stored information.



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6. **Right of withdrawal:** the possibility for the consumer to waive the distance contract within the consideration period;
7. **Model form:** the model form for withdrawal that the entrepreneur makes available that a consumer can fill in when he wants to use his right of withdrawal.
8. **Entrepreneur:** the natural or legal person who offers products and/or services to consumers from a distance;
9. **Distance contract:** an agreement whereby in the framework of a system organized by the entrepreneur for distance selling of products and/or services, up to and including the conclusion of the agreement, exclusive use is made of one or more techniques for distance communication;
10. **Technique for distance communication:** means that can be used for the conclusion of an agreement, without the consumer and entrepreneur being together in the same room at the same time.
11. **General Terms and Conditions:** the present General Terms and Conditions of the entrepreneur.

## Article 2 - Identity of the entrepreneur

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## Article 3 – Applicability

1. These general conditions apply to every offer made by the entrepreneur and to every distance contract and order that is concluded between the entrepreneur and the consumer.
2. Before the remote agreement is concluded, the text of these general conditions will be made available to the consumer. If this is not reasonably possible, before the distance contract is concluded, it will be indicated that the general conditions are available for inspection at the entrepreneur's premises and that they will be sent to the consumer free of charge as soon as possible, at the consumer's request.
3. If the distance contract is concluded electronically, then, contrary to the previous paragraph, and before the distance contract is concluded, the text of these general conditions will be made available to the consumer in electronic form in such a way that the consumer can easily store them on a durable data carrier. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general conditions can be consulted electronically and that they will be sent free of charge to the consumer, at his request, either electronically or in another way.
4. In case in addition to these general conditions also specific product or service conditions apply, the second and third paragraphs shall apply *mutatis mutandis* and the consumer in case of conflicting general conditions always rely on the applicable provision that is most favorable to him.
5. If one or more provisions in these general conditions at any time are wholly or partially invalid or annulled, then the contract and these conditions for the rest remain in force and the provision concerned will in mutual consultation immediately be replaced by a provision that the meaning of the original as far as possible.
6. Situations not covered by these general terms and conditions must be assessed 'in the spirit' of these general terms and conditions.
7. Uncertainties about the interpretation or content of one or more provisions of our terms and conditions, should be interpreted "in the spirit" of these terms and conditions.



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## Article 4 - The offer

1. If an offer has a limited period of validity or is made subject to conditions, this will be explicitly stated in the offer.
2. The offer is without obligation. The entrepreneur has the right to change and adapt the offer.
3. The offer contains a complete and accurate description of the products and/or services offered. The description is sufficiently detailed to enable the consumer to make a proper assessment of the offer. If the entrepreneur uses images these are a true reflection of the products and / or services offered. Obvious mistakes or obvious errors in the offer will not bind the entrepreneur.
4. All images, specifications and information in the offer are indicative and may not lead to compensation or dissolution of the contract.
5. Images of products are a true representation of the products offered. The entrepreneur cannot guarantee that the colors shown will exactly match the real colors of the products.
6. Each offer contains such information that it is clear to the consumer what his rights and obligations are, which are connected to the acceptance of the offer. This concerns in particular:
  - the price including taxes;
  - any costs of shipment;
  - the way in which the agreement will be concluded and which actions are required for this;
  - whether or not the right of withdrawal is applicable;
  - the method of payment, delivery and implementation of the agreement;
  - the period for accepting the offer, or the period within which the entrepreneur guarantees the price;
  - the level of the rate of distance communication if the costs of using the technology for distance communication are calculated on a basis other than the regular basic rate for the means of communication used;



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- whether the agreement is archived after its conclusion, and if so, in what way it can be consulted by the consumer;
- the manner in which the consumer, before concluding the contract, can check the data provided by him in the context of the contract and, if desired, correct them;
- any other languages in which, besides Dutch, the contract can be concluded;
- the codes of conduct to which the trader is subject and the way in which the consumer can consult these codes of conduct electronically; and
- the minimum duration of the distance contract in the event of an extended transaction.

## Article 5 - The agreement

1. The contract is concluded, subject to the provisions of paragraph 4, at the time of acceptance by the consumer of the offer and the fulfilment of the conditions thereby stipulated.
2. If the consumer has accepted the offer electronically, the trader will immediately confirm receipt of electronic acceptance of the offer. As long as the agreement of this acceptance has not been confirmed by the entrepreneur, the consumer can dissolve the agreement.
3. If the agreement is created electronically, the entrepreneur will take appropriate technical and organizational measures to secure the electronic transmission of data and will ensure a secure web environment. If the consumer is able to pay electronically, the entrepreneur will observe appropriate security measures.
4. The entrepreneur may - within legal limits - obtain information about the consumer's ability to fulfill his payment obligations, as well as about all those facts and factors which are important for a responsible conclusion of the distance contract. If, on the basis of this investigation, the entrepreneur has good reason not to enter into the agreement, he is entitled to refuse an order or application or to suspend its execution.



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5. The entrepreneur will, together with the product or service, send the consumer the following information, in writing or in such a way that the consumer can store it in an accessible way on a durable data carrier:
  - the visiting address of the establishment of the entrepreneur where the consumer can go with complaints;
  - the conditions on which and the way in which the Consumer may exercise the right of withdrawal, or a clear statement concerning the exclusion of the right of withdrawal;
  - the information on guarantees and existing after-sales service;
  - the data included in article 4, paragraph 3 of these conditions, unless the entrepreneur has already provided these data to the consumer prior to concluding the contract;
  - the requirements for terminating the agreement if the agreement has a duration of more than one year or is indefinite.
6. In case of a duration contract, the provision in the previous paragraph only applies to the first delivery.
7. Every agreement is entered into under the suspensive conditions of sufficient availability of the products concerned.

## Article 6 - Right of withdrawal

### *Upon delivery of products:*

1. When purchasing products, the consumer has the possibility of dissolving the contract, without giving reasons, during 14 days. This cooling off period commences on the day after receipt of the product by the consumer or a previously designated by the consumer and the entrepreneur announced representative.
2. During the consideration period, the consumer will handle the product and packaging with care. He will only unpack or use the product to the extent necessary to judge whether he wishes to keep the product. If he exercises his right of withdrawal, he will return the product with all accessories and - if reasonably possible - in the original condition and packaging to the entrepreneur, according to the entrepreneur provided reasonable and clear



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instructions.

3. When the consumer wishes to make use of his right of withdrawal, he is obliged to inform the entrepreneur of this within 14 days after receiving the product. The consumer must make this known by means of the model form or by means of another means of communication such as e-mail. After the consumer has made known to use his right of withdrawal, the customer must return the product within 14 days. The consumer must prove that the delivered goods have been returned on time, for example by means of a proof of posting.
4. If, at the end of the periods specified in paragraphs 2 and 3, the customer has not indicated that he wishes to make use of his right of withdrawal or has not returned the product to the entrepreneur, the purchase is a fact.

#### Article 7 - Costs in case of withdrawal

1. If the consumer makes use of his right of withdrawal, he shall bear no more than the cost of return shipment.
2. If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible, but at the latest within 14 days after the withdrawal. This is subject to the condition that the product has already been received back by the merchant or conclusive proof of complete return can be provided. Reimbursement will be made via the same payment method used by the consumer unless the consumer expressly agrees to a different payment method.
3. If the product is damaged due to careless handling by the consumer himself, the consumer will be liable for any reduction in value of the product.
4. The consumer cannot be held liable for any reduction in the value of the product if the entrepreneur has not provided all the legally required information about the right of withdrawal, this must be done before concluding the purchase agreement.



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## Article 8 - Exclusion of right of withdrawal

1. The trader can preclude the consumer from having a right of withdrawal on products as defined in paragraph 2 and 3. The exclusion of the right of withdrawal applies only if the entrepreneur has clearly stated this in the offer, at least in good time before concluding the agreement.
2. Exclusion of the right of withdrawal is only possible for products:
  - that have been created by the entrepreneur in accordance with the specifications of the consumer;
  - that are clearly personal in nature;
  - that cannot be returned due to their nature;
  - that spoil or age quickly;
  - the price of which is subject to fluctuations in the financial market over which the trader has no influence;
  - for individual newspapers and magazines;
  - for audio- and video-recordings and computer software of which the consumer has broken the seal;
  - for hygienic products of which the consumer has broken the seal.

## Article 9 - The price

1. During the period of validity mentioned in the offer, the prices of the products and/or services offered will not be increased, except for price changes due to changes in VAT rates.
2. Notwithstanding the previous paragraph, the trader may offer products or services whose prices are subject to fluctuations in the financial market that are beyond the trader's control, at variable prices. This link to fluctuations and the fact that any prices mentioned are recommended prices will be mentioned with the offer.
3. Price increases within 3 months after the conclusion of the contract are only allowed if they are the result of statutory regulations or provisions.





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4. Price increases from 3 months after the conclusion of the contract are only allowed if the entrepreneur has stipulated it and:
  - they are the result of statutory regulations or stipulations; or
  - the consumer is authorized to terminate the contract on the day on which the price increase takes effect.
5. The prices mentioned in the offer of products or services include VAT.
6. All prices are subject to misprints and printing errors. No liability will be accepted for the consequences of misprints and typesetting errors. In case of misprints the entrepreneur is not obliged to deliver the product according to the wrong price.

#### Article 10 - Compliance and warranty

1. The entrepreneur guarantees that the products and / or services meet the contract, the specifications listed in the offer, the reasonable requirements of reliability and / or usability and on the date of the conclusion of the agreement existing legal provisions and / or government regulations. If agreed, the entrepreneur also ensures that the product is suitable for other than normal use.
2. A guarantee provided by the entrepreneur, manufacturer or importer does not affect the legal rights and claims that the consumer under the agreement can assert against the entrepreneur.
3. Any defects or wrongly delivered products should be reported in writing to the entrepreneur within 2 months after delivery. Return of the products must be in the original packaging and in new condition.
4. The warranty period of the entrepreneur corresponds to the manufacturer's warranty period. The entrepreneur is never responsible for the ultimate suitability of the products for each individual application by the consumer, nor for any advice regarding the use or application of the products.  
The guarantee does not apply if:



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- the consumer has repaired and/or modified the delivered products himself or has had them repaired and/or modified by third parties;
- the delivered products have been exposed to abnormal conditions or are otherwise carelessly handled or are contrary to the instructions of the entrepreneur and/or are treated on the packaging;
- the defectiveness is entirely or partially the result of regulations which the government has laid down or will lay down with regard to the nature or quality of the applied materials.

## Article 11 - Delivery and execution

1. The entrepreneur will take the greatest possible care when receiving and in the execution of orders of products and in assessing applications for the provision of services.
2. The place of delivery is the address that the consumer has made known to the company.
3. Subject to what is stated in paragraph 4 of this article, the company will execute accepted orders expeditiously but not later than 30 days, unless the consumer has agreed to a longer delivery period. If the delivery has been delayed, or if an order cannot be filled or can be filled only partially, the Consumer shall be informed about this within 30 days after the order was placed. The consumer in that case has the right to terminate the contract without penalty. The consumer is not entitled to compensation.
4. All delivery periods are indicative. The consumer may not derive any rights from any delivery dates mentioned. Exceeding a term does not entitle the consumer to compensation.
5. In case of dissolution in accordance with paragraph 3 of this article, the entrepreneur will refund the consumer with the amount paid as soon as possible, but at the latest within 14 days after dissolution.
6. If delivery of an ordered product turns out to be impossible, the entrepreneur will make an effort to provide a replacement article. At the latest upon delivery,



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it will be clearly and comprehensibly reported that a replacement article is being delivered. For replacement items, the right of withdrawal cannot be excluded. The cost of any return shipment shall be borne by the entrepreneur.

7. The risk of damage and / or loss of products rests with the entrepreneur until the time of delivery to the consumer or a pre-designated and the entrepreneur announced representative, unless otherwise expressly agreed.

## Article 12 – Payment

1. As far as no other date has been agreed, sums payable by the consumer should be paid within 7 working days after the start of the reflection period as referred to in article 6 paragraph 1. In case of an agreement to provide a service, this period shall start after the consumer has received the confirmation of the agreement.
2. The consumer has the duty to immediately report inaccuracies in payment data provided or mentioned to the entrepreneur.
3. In case of non-payment on the part of the consumer, and subject to legal restrictions, the entrepreneur is entitled to charge the consumer for any reasonable costs made known to the consumer in advance.

## Article 13 - Complaints procedure

1. The entrepreneur has a sufficiently publicized complaints procedure and handles the complaint in accordance with this complaints procedure.
2. Complaints about the implementation of the agreement must be fully and clearly described and submitted to the entrepreneur within two months after the consumer has found the defects.



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3. Complaints submitted to the entrepreneur shall be answered within a period of 14 days, calculated from the date of receipt. If a complaint requires a foreseeable longer processing time, the entrepreneur will respond within the period of 14 days with a message of receipt and an indication when the consumer can expect a more detailed answer.
4. If the complaint cannot be solved in mutual consultation, a dispute arises that is subject to the dispute resolution procedure.
5. In case of complaints, a consumer should first turn to the entrepreneur. If the store is affiliated with Stichting WebwinkelKeur and complaints cannot be resolved by mutual agreement, the consumer should contact Stichting WebwinkelKeur ([www.webwinkelkeur.nl](http://www.webwinkelkeur.nl)), who will mediate free of charge. Check whether this store has an ongoing membership via <https://www.webwinkelkeur.nl/ledenlijst/>. If there is still no solution, the consumer has the possibility to let his complaint be handled by the independent dispute commission appointed by Stichting WebwinkelKeur, the ruling of this is binding and both entrepreneur and consumer agree to this binding ruling.
6. To submit a dispute to this dispute committee are costs that consumers must pay to the committee. It is also possible to submit complaints via the European ODR platform (<http://ec.europa.eu/odr>).
7. A complaint does not suspend the obligations of the entrepreneur, unless the entrepreneur indicates otherwise in writing.
8. If a complaint is found to be justified by the entrepreneur, the entrepreneur will, at his discretion, either replace or repair the delivered products free of charge.

## Article 14 - Disputes

1. On contracts between the entrepreneur and the consumer to which these general conditions apply, only Dutch law. Even if the consumer lives abroad.
2. The Vienna Sales Convention does not apply.



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## Article 15 - Additional or different provisions

Additional provisions or provisions that deviate from these general conditions may not be to the consumer's detriment and should be recorded in writing or in such a way that the consumer can store them in an accessible manner on a durable data carrier.