

## General Terms and Conditions

### Article 1 – Identity of the trader

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### Article 2 – Definitions

In these General Terms and Conditions the following expressions shall have the following meanings:

Trader: the natural or legal person who provides distance marketing of consumer products and/or services.

Consumer: the natural person not acting in the exercise of profession or business, and who enters into a distance contract with the trader.

Means of distance communication: a medium which can be used to enter into an agreement, without physical proximity of the consumer and the trader, such as (but not limited to) by fax, telephone and internet.

Distance contract: a contract in which, up to the conclusion of the contract, exclusive use is made of one or more means of distance communication in the system organized by the vendor or service provider (trader) for distance sale of products and/or services.

Right of withdrawal: the option for consumers to withdraw from the distance contract within the cooling-off period.

Cooling-off period: the period during which the consumer may avail of his right of withdrawal.

Day: calendar day.

Long-term transaction: a distance contract concerning a number of products and/or services, for which the offer and/or purchasing obligation is spread over a longer period.

Long-term data storage media: any means that allow the consumer or trader to store all information which is directed to him/her personally, in such a way that allows for future consultation and unaltered reproduction of that information.

### Article 3 – Applicability

1. These general terms and conditions apply to any distance contract entered into by the trader and the consumer, and to any offer from the trader.

2. Before concluding a distance contract, the trader makes the text of these general terms and conditions available to the consumer. If it is not possible to make the general terms and conditions available in advance, the trader shall, before concluding the distance contract, indicate that the consumer may consult the general terms and conditions and that on request, these shall be sent free of charge to the consumer as quickly as possible. The text of these general terms and conditions may also be supplied to the consumer electronically, in such a way that the consumer can easily store it on a sustainable data storage medium. If this is not possible, before concluding the distance contract it will be specified where the general terms and conditions can be viewed electronically and that they will be delivered upon request from the consumer, either via electronic means or

otherwise.

3. If, in addition to these general terms and conditions certain product or service conditions apply, the second paragraph shall apply accordingly, and in the event of contradictory (general) conditions, the consumer may always appeal to the applicable provision most favourable to him/her.

#### **Article 4 – The contract**

1. The contract becomes valid the moment the consumer accepts the offer and meets the terms and conditions, with due regard for the stipulations in paragraph 6 of this article.

2. If the consumer accepts the offer via electronic means, the trader shall immediately confirm the receipt of the acceptance of the offer via electronic means. Up to the moment the receipt of said acceptance has not been confirmed by the trader, the consumer may repudiate the contract.

3. If the consumer has accepted the offer via electronic means, the trader must take appropriate technical and organizational security measures for the electronic data transfer. The trader shall take appropriate security measures into account if the consumer is given the option to pay electronically. In this context, the trader shall ensure a secure web environment.

4. The trader shall send the following information along with the product or service, in writing or in such a way that it can be stored on a sustainable data storage medium by the consumer in an accessible manner:

- a. the visiting address of the business establishment of the trader where the consumer may go with any complaints;
- b. the conditions for termination of the contract if the contract has a duration of more than one year or is indefinite;
- c. the information as stated in article 5, paragraph 3, unless the trader already provided the consumer with this information before the execution of the contract;
- d. the information corresponding to guarantees for consumer goods and after-sales services;
- e. the conditions under which, and the manner in which the consumer may avail of the right of withdrawal, or a clear notification with regards the exclusion from the right of withdrawal.

5. If the trader has undertaken to deliver a series of products or services, the stipulation in paragraph 4 applies to the first delivery only.

6. The trader may (within the limits of the law, obviously) gather information about the ability of the consumer to fulfil his commitments, as well as all facts and factors relevant to a distance contract. If the trader, acting on the results of this investigation, has sound reasons not to enter into the agreement, he is lawfully entitled to refuse an order or request, or to include special terms for its execution.

#### **Article 5 – The offer**

1. The trader shall explicitly state if an offer is of limited duration, or if certain conditions apply.

2. The offer contains a complete, accurate and detailed description of the products and/or

services provided, so that the consumer is able to judge the product/service adequately. If pictures are used with the offer, they are to be real pictures of the products and/or services provided. Obvious mistakes or errors in the offer, for which it may be immediately clear to the consumer as mistakes or errors, are not binding for the trader.

3. With an offer, the trader clearly indicates what the rights and duties of the consumer are when accepting the offer. Important therein are:

the price including taxes;

if applicable, the delivery costs;

delivery, payment or execution procedure of the contract;

the manner in which the consumer may seek information about actions he/she does not require before concluding the contract, as well as the way he may correct these actions before the conclusion of the contract;

possible languages, including Dutch, in which the contract shall be entered into;

the minimum duration of the distance contract in the event of a long-term contract or a contract, including continuous or periodical delivery of products or services.

whether or not the right of withdrawal applies;

if the contract is filed after conclusion, how the consumer can consult it;

the price of distance communication if the costs for using the technology for distance communication are calculated on a basis other than that of the service charge;

acceptance period of the offer, or the period for which the price will be honoured.

### **Article 6 – The price**

1. All prices of the offered products or services shall include VAT. Under no circumstances are hidden costs permitted, such as taxes (VAT), packaging or delivery charges. Where these costs apply, they are to be indicated clearly with the offer.

2. The prices of the products and/or services provided shall not be raised during the validity period stated in the offer, subject to changes in price due to changes in VAT rates.

3. With products or services whose prices are subject to fluctuations in the financial market that are out of the control of the trader, the trader may, contrary to the previous paragraph, offer products/services at variable prices, provided the trader clearly indicates with the offer that prices may vary and that the prices indicated are target prices.

4. Price increases within three months of the conclusion of the contract are not permitted unless they are the result of statutory schemes or provisions.

5. Price increases after three months of the conclusion of the contract are not permitted unless the trader has negotiated this, they are the result of statutory schemes or provisions, or the consumer has the option to terminate the contract in the event of a price increase.

### **Article 7 – Payment**

1. The amounts owed by the consumer are, unless agreed otherwise, to be paid within 14 days after receiving the goods, or in the event of an agreement to provide a service, within 14 days after the delivery of documents relating to that service.

2. In the event of non-payment or default of payment on the part of the consumer, the trader may, unless lawful restrictions apply, charge any reasonable costs incurred to the consumer, provided that the consumer was informed of this beforehand.

3. The consumer is to inform the trader immediately of possible inaccuracies in the payment details provided or stated.

4. When selling products to consumers, it is not permitted to stipulate an advance payment of more than 50% in the general terms and conditions. It is permitted to negotiate an advance payment of more than 50%. If an advance payment was agreed, the consumer may not assert any rights regarding the execution of that order or service before the agreed advance payment has been made.

#### **Article 8 – Right of Withdrawal with delivery of products**

1. When purchasing products, the consumer has the right to repudiate the contract without specifying any reasons, for a period of at least 7 days, starting the day of receipt of the product, purchased by or on behalf of the consumer.

2. In the event the consumer wishes to avail of the right of withdrawal, he or she may only unpack or use the product to the extent necessary to judge whether or not he or she wishes to keep the product. During this period, the consumer shall treat the product and packaging material carefully. The consumer shall return the product with all delivered accessories and, as far as possible, in the original condition and packaging, in accordance with the reasonable and clear instructions indicated by the trader.

#### **Article 9 – Right of Withdrawal with the provision of services**

1. In the case of providing services, the consumer has the right to repudiate the contract without specifying any reasons, for a period of at least 7 days, starting the day of the commencement of the contract.

2. The consumer shall follow the reasonable and clear instructions to avail of his right of withdrawal, as provided to him by the trader with the offer and/or at the latest, with the delivery.

#### **Article 10 – Costs in the event of withdrawal**

1. In the event the consumer avails of his right of withdrawal, the maximum he or she shall be charged is the amount equal to that of the returning costs.

2. In the event the consumer has made a payment, the trader shall return this amount as quickly as possible, no later than 30 days after the return or withdrawal.

#### **Article 11 – Exclusion from the right of withdrawal**

1. The right of withdrawal may only be excluded by a trader if the trader has clearly indicated this in the offer and in good time before commencing the contract.

2. Exclusion of the right of withdrawal is only possible for products:

- a. that spoil or age quickly;
- b. that cannot be returned due to their nature;
- c. for audio and video recordings and computer software of which the consumer has broken the seal;
- d. for copies of newspapers and magazines;
- e. that were made by the trader in accordance to the specifications of the consumer;
- f. whose prices are subject to fluctuations in the financial market that are out of the control of the trader;
- g. that are obviously of a personal nature;

3. Exclusion of the right of withdrawal in case of services is possible:
  - a. with betting and lotteries;
  - b. with services of which the delivery, with explicit consent of the consumer, started before the cooling-off period expired;
  - c. regarding transport, transportation, restaurant business, accommodation or leisure activities, to be carried out on a certain date during a certain period.

#### **Article 12 – Long-term transactions**

1. When a contract is entered into for an indefinite period, the consumer may terminate the contract at any time, with due consideration of the conditions for termination of the contract, and a period of notice of no more than one month.
2. The maximum term for a fixed-term contract is two years. If it has been agreed that the distance contract will be extended in the event of tacit consent of the consumer, the contract shall be continued as a contract of indefinite period, and the period of notice after continuation of the contract shall be no more than one month.

#### **Article 13 – Delivery and execution**

1. When receiving and when executing product orders, as well as with the assessment of requests for the provision of services, the trader shall execute these tasks with due diligence.
2. The trader acknowledges electronic communication and shall not deny its validity or legal effects for the sole reason that the communication happens electronically.
3. If delivery of an ordered product turns out to be permanently impossible, the trader shall make an effort to offer an equivalent replacement product. It shall be reported in a clear and comprehensible manner that a replacement product will be delivered at delivery at the latest. With replacement products, the right of withdrawal cannot be excluded and the consumer is free to repudiate the contract, in which case any possible costs for return shipment shall be borne by the trader.
4. Unless explicitly agreed otherwise, the risk of loss and/or damage to products shall remain with the trader until the moment of delivery to the consumer.
5. The address provided by the consumer to the trader shall be the place of delivery.
6. The trader shall, considering the stipulations in Article 5, execute accepted orders with convenient speed, within 30 days, unless a longer delivery period was agreed. In the event of delay in delivery, or if an order cannot be delivered or only partially be executed, the consumer shall be informed of this no later than one month after ordering. In such cases, the consumer is entitled to repudiate the contract free of charge and a right to possible compensation.
7. In the event of repudiation under the preceding paragraph, the trader shall return the payment made by the consumer as quickly as possible, no later than 30 days after repudiation.

#### **Article 14 – Guarantee**

A guarantee arrangement provided by the trader, manufacturer or importer cannot limit or set aside the rights and claims a consumer has by virtue of the law and/or the distance

contract regarding any shortcoming of the trader in the fulfilment of the obligations toward the consumer.

### **Article 15 – Conformity**

The trader guarantees that the products and/or services comply with the contract, the specifications listed in the offer, the reasonable requirements of usability and/or reliability, and the existing provisions of the law and/or government regulations on the date the contract was entered into.

### **Article 16 – Settlement of complaints**

1. The trader shall have a sufficiently advertised complaints procedure and shall attend to the complaint in accordance with this complaints procedure.
2. Complaints about the execution of the contract are to be fully and clearly described and submitted to the trader within a reasonable period after the consumer has established the defects.
3. The trader shall attend to and address the submitted complaints as quickly as possible, but no later than 14 days from the date of receipt. If a complaint is expected to require a longer processing time, the trader shall answer within the 14-day period with an acknowledgement of receipt and an indication of when the consumer may expect a more comprehensive response.

### **Article 17 – Additional conditions or deviations**

Additional conditions or deviations from these general terms and conditions may not be to the prejudice of the consumer and must be put in writing or be recorded in such a way that they can be stored by the consumer in an accessible manner on a sustainable data storage medium.

### **Article 18 – Governing law**

Contracts between the trader and the consumer, to which these general terms and conditions apply, are strictly governed by Dutch law.

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