

## Conditions Webshop

### Table of Contents:

- Article 1 - Definitions
- Article 2 - Identity of the entrepreneur
- Article 3 - Applicability
- Article 4 - The offer
- Article 5 - The contract
- Article 6 - Right of withdrawal
- Article 7 - Costs in case of withdrawal
- Article 8 - Exclusion of right of withdrawal
- Article 9 - The price
- Article 10 - Compliance and Warranty
- Article 11 - Delivery and implementation
- Article 12 - Extended duration transactions: duration, termination and renewal
- Article 13 - Payment
- Article 14 - Complaints
- Article 15 - Disputes
- Article 16 - Additional or different terms

### Article 1 - Definitions

#### In these conditions apply:

1. **Grace period:** The period within which the consumer can exercise his right of withdrawal;
2. **Consumer:** the natural person not acting in the exercise of professional or business and a distance contract with the entrepreneur;
3. **Day:** calendar;
4. **Transaction Duration:** a distance contract concerning a series of products and / or services, the supply and / or purchase is spread over time;
5. **Durable medium:** any means that the consumer or business that enables information to him personally is directed to store in a way that future consultation and unaltered reproduction of the stored information.
6. **Right of withdrawal:** the ability for consumers to see within the waiting period of the contract;
7. **Entrepreneur:** the natural or legal products and / or services to consumers;
8. **Distance contract** means an agreement in the context of a distance selling system organized by the entrepreneur of products and / or services until the conclusion of the agreement exclusive use of one or more means of distance communication;
9. **Technology for distance communication:** means that can be used to conclude a contract, without the consumer and trader being in the same room.

### Article 2 - Identity of the entrepreneur

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If the activity of the entrepreneur is subject to a relevant licensing regime:  
information about the supervising authority:

If the entrepreneur a regulated profession:

- the professional association or organization with which he is affiliated;
- the professional, the place in the EU or the EEA where it is awarded;
- a reference to the professional rules that apply in the Netherlands and instructions where and how these professional rules can be accessed.

### **Article 3 - Applicability**

1. These general conditions apply to every offer of the entrepreneur and any agreement reached at a distance between businesses and consumers.
2. Before concluding a distance contract, the text of these general conditions made available to the consumer. If this is not reasonably possible, before the contract is concluded at a distance, indicate that the general conditions for inspection at the trader's premises and will be sent free of charge as soon as possible, at the request of the consumer.
3. If the distance contract is concluded electronically, notwithstanding the previous paragraph and before the distance contract is concluded, the text of these general conditions are made available electronically to the consumer in such a way that by the consumer a simple way can be stored on a durable data storage medium. If this is not reasonably possible, before the distance contract is concluded, will indicate where to be aware of the general conditions electronically and that they will be sent free of charge at the request of the consumer electronically or otherwise.
4. In the event that besides these general conditions also specific product or service conditions apply, the second and third paragraph shall apply and the consumer in case of conflicting terms always rely on the applicable provision most favorable to him is.

### **Article 4 - The offer**

1. If an offer has a limited duration or subject to conditions, this will be explicitly stated in the offer.
2. The offer includes a complete and accurate description of the products and / or services. The description is sufficiently detailed to allow a proper assessment of the offer by the consumer. If the contractor uses these images are a true reflection of the products and / or services. Obvious mistakes or errors in the offer binding on the entrepreneur.
3. Each offer contains such information that is clear to the consumer what rights and

obligations which are attached to accepting the offer. This concerns in particular:

- the price including taxes;
- any costs of delivery;
- how the agreement will be achieved and what actions they require;
- it apply whether or not the right of withdrawal;
- the method of payment, delivery or performance of the contract;
- The deadline for accepting the offer, or the deadline for adhering to the price;
- the size of the tariff for distance communication if the cost of using the technique for distance communication are calculated on a basis other than the regular fare for the means of communication;
- if the contract is filed after conclusion, and if so, how this can be accessed by the consumer;
- the way the consumer to conclude the agreement can check the information provided by him under the contract and repair if necessary;
- any other languages, including Dutch, the contract may be entered;
- The conduct to which the trader is subject and the way the consumer can consult these behavioral codes electronically; and...
- The minimum duration of the distance contract in the event of an extended transaction.

## **Article 5 - The contract**

1. The agreement is subject to the provisions of paragraph 4, concluded at the time of the consumer accepts the offer and meet the corresponding conditions.
2. If the consumer has accepted the offer electronically, the trader will immediately acknowledge electronic receipt of acceptance of the offer. Until receipt of this acceptance has not been confirmed by the operator, the consumer may rescind the contract.
3. If the agreement is created electronically, the trader will take appropriate technical and organizational measures to protect the electronic transfer of data and ensure a safe web environment. If the consumer can pay electronically, the trader will take appropriate safety precautions.
4. The entrepreneur can - within the law - inform or the consumer can meet its payment obligations, and of all those facts and factors that are important to a sound conclusion of the distance contract. If the operator under this investigation was justified in not concluding the contract, he is entitled to refuse or to attach special conditions to the execution of an order or request.
5. The entrepreneur will the product or service to the consumer the following information in writing or in such a way that it can be stored in an accessible manner to the consumer on a durable medium to send:

1. the address of the establishment of the business where consumers can lodge complaints;
2. the conditions and how the consumer can exercise the right of withdrawal, or a clear statement regarding the excluded from the right of withdrawal;
3. information about guarantees and after sales service;
4. the data included in article 4 paragraph 3 of these conditions, unless the operator this information already provided to the consumer before the execution of the agreement;

5. the requirements for termination of the contract if the contract has a duration of more than one year or is indefinite.

6. In the event of an extended transaction is the provision in the previous paragraph applies only to the first delivery.

## **Article 6 - Right**

*When delivering products:*

1. When purchasing products, the consumer can terminate the contract without giving any reason within 14 days. This period commences on the day following receipt of the product by the consumer or a pre-designated by the consumer and the entrepreneur announced representative.
2. During this period the consumer will treat the product and packaging. He will be the product only to unpack or use as necessary to assess whether he wishes to retain the product. If he exercises his right of withdrawal, he will the product with all accessories and - if reasonably possible - in its original condition and packaging to the entrepreneur, according to the trader provided reasonable and clear instructions.

*When providing*

*services:*

3. In service delivery, the consumer has the option to terminate the agreement without giving reasons, during at least fourteen days, starting on the day of entering into the agreement.
4. To use his right of withdrawal, the consumer focus to the trader to supply and / or appearance on delivery to area provided reasonable and clear instructions.

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

1. If the consumer exercises his right of withdrawal, will not exceed the cost of return shipping cost.
2. If the consumer has paid an amount, the entrepreneur this amount as soon as possible but no later than 30 days after the return or cancellation, refund.

## **Article 8 - Exclusion of right of withdrawal**

1. The operator may exclude the right of withdrawal from the consumer to the extent provided in paragraph 2 and 3. The exclusion of the right of withdrawal applies only if the trader clearly in the offer, at least in time for the conclusion of the agreement stated.
2. Exclusion of the right of withdrawal is only possible for products:
  - a that have been created by the trader in accordance with specifications of the consumer.;
  - b. that are clearly personal in nature;
  - c. that can not be returned because of their nature;
  - d. that spoil or become obsolete;

- e. whose price depends on fluctuations in the financial market over which the trader has no influence;
  - f. for individual newspapers and magazines;
  - g. for audio and video recordings and computer software that the consumer has broken the seal.
3. Exclusion of the right of withdrawal is only possible for services: a.  
 on accommodation, transport, catering or leisure on a certain date or during a given period; b. the  
 supply with the express consent of the consumer before the period has expired; c. on  
 betting and lotteries.

## **Article 9 - The price**

1. During the period mentioned, the prices of the products and / or services have not increased in the range, except for price changes due to changes in VAT rates.
2. Notwithstanding the preceding paragraph, the business products or services whose prices are subject to fluctuations in the financial market and where the entrepreneur has no control, at variable prices. These fluctuations and the fact that any price targets, are at the offer.
3. Price increases within 3 months after the conclusion of the contract are only allowed if they result from legislation or regulations.
4. Price increases from 3 months after the conclusion of the contract are only allowed if the trader has agreed and: b. the  
 consumer has the right to terminate the agreement as of the date the increase takes effect. a. they are the  
 result of legislation or regulations; or
5. The prices in the supply of products or services include VAT.

## **Article 10 - Compliance and Warranty**

1. The operator guarantees that the products and / or services meet the contract specifications stated 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 ensure that the product is suitable for other than normal use.
2. By the trader, manufacturer or importer does not affect the legal rights and claims that the consumer may invoke under the contract against the trader.

## **Article 11 - Delivery and implementation**

1. The trader will take the greatest possible care when receiving and implementing orders for products and when assessing applications for services.
2. The place of delivery is the address that the consumer makes known to the company.
3. With regard to that matter in Article 4 of these terms is mentioned, the company accepted

orders expeditiously but not later than 1-2 (NL) and 2-5 days (EU) business days unless a longer delivery has been agreed or stated . If delivery is delayed or if an order is not or only partially carried out, the consumer receives them no later than 30 days after placing the order. The consumer in this case the right to terminate the contract without penalty and be entitled to any compensation.

4. In case of dissolution in accordance with the preceding paragraph, the operator the amount that consumers paid as soon as possible but no later than 30 days after repudiation.
5. If delivery of an ordered product proves impossible, the trader will endeavor to provide a replacement article. By the delivery will be notified that a replacement item is delivered in a clear and comprehensible manner. For replacement items right of withdrawal can not be excluded. The cost of the return shipment will be borne by the entrepreneur.
6. The risk of damage and / or loss of products rests upon the trader up to the moment of delivery to the consumer or a pre-designated and the entrepreneur announced representative, unless otherwise expressly agreed.

## **Article 12 - Extended duration transactions: duration, termination and renewal**

### *Notice*

1. The consumer may contract for an indefinite period, which extends to the regular delivery of products (including electricity) or services, at any time denounce the applicable termination rules and a notice of up to one month.
2. The consumer may contract concluded for a definite period, which extends to the regular delivery of products (including electricity) or services, at any time at the end of the fixed-term, subject to the agreed termination rules and a notice of one month.
3. Consumers can the agreements mentioned in the previous paragraphs:
  - Cancel at any time and not be limited to termination at a particular time or in a given period; -At least
  - cancel the same way as they are concluded;
  - Cancel at the same notice as the company has negotiated for itself.

### *Extension*

4. A contract for a definite period, which extends to the regular delivery of products (including electricity) or services may not be automatically extended or renewed for a fixed period.
5. otwithstanding the preceding paragraph, an agreement is concluded for a definite period, which extends to the regular delivery of daily or weekly newspapers and magazines be tacitly renewed for a fixed period of up to three months if the consumer against this extended Agreement the end of the extension may terminate with notice not exceeding one month.
6. A contract for a definite period, which extends to the regular delivery of products or services may only be automatically extended for an indefinite period if the consumer may at any time terminate with a notice of up to one month and a notice of up three months if the agreement extends to the regular, but less than once a month, delivering daily, news and weekly newspapers and magazines.
7. A contract with a limited duration of regular delivery of trial days, news and weekly newspapers and magazines (trial or introductory subscription) will be terminated automatically and not tacitly continued after the trial or introductory.

8. If a contract has a duration of more than one year, one year after the consumer may terminate the agreement at any time with a notice of up to one month, unless the reasonableness and fairness against termination before the end of the agreed term move.

### **Article 13 - Payment**

1. Unless otherwise agreed, the amounts owed by the consumer to be paid within 14 days after the start of the cooling off period referred to in Article 6 paragraph 1. In case of an agreement to provide a service, the time limit begins after the consumer has received the confirmation of the agreement.
2. When selling products to consumers in general conditions may never stipulate an advance payment of more than 50%. If payment is agreed, the consumer may not assert any rights regarding the implementation of the order or service (s) before the advance payment has been made.
3. The consumer has the duty to inaccuracies in data supplied or specified payment immediately to the operator.
4. In the event of default by the consumer, the operator subject to statutory limitations, the right to advance to the consumer made known to charge reasonable costs.

### **Article 14 - Complaints**

1. The entrepreneur has a well-publicized complaints and deals with complaints under this procedure.
2. Complaints about the performance of the contract must promptly, fully and clearly described and submitted to the entrepreneur, after the consumer has discovered the defects.
3. The entrepreneur complaints within a period of 14 days from the date of receipt. If a complaint is a foreseeable longer processing time, then answered by the operator within the period of 14 days with a notice of receipt and an indication if the consumer can expect a more detailed answer.
4. If the complaint can not be resolved by mutual agreement creates a dispute that is subject to dispute.

### **Article 15 - Disputes**

On agreements between the entrepreneur and the consumer of these terms refer only to Dutch law.

### **Article 16 - Additional or different terms**

Additional or different provisions of these terms may not be to the detriment of consumers and should be recorded in writing or may be such that these by the consumer in an accessible manner stored on a durable medium.