

## General Terms and Conditions

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### Article 1 - Definitions

1. **Agreement:** an agreement whereby the consumer acquires products, digital content and / or services in connection with a distance contract and these goods, digital content and / or services are supplied by the entrepreneur or by a third party on the basis of an agreement between that third party and the entrepreneur;
2. **Reflection period:** the period within which the consumer can make use of his right to dissolve;
3. **Consumer:** the natural person who does not act for purposes related to his trade-, business-, craft- or professional activity;
4. **Day:** calendar day;
5. **Digital content:** data produced and delivered in digital form;
6. **Durable data carrier:** every device - including e-mail - that enables the consumer or entrepreneur to store information that is addressed to him in person in a way that future consultation or use during a period that is geared to the purpose for which the information is intended, and which allows unaltered reproduction of the stored information;
7. **Right of withdrawal:** the possibility for the consumer to waive the distance contract within the reflection period;
8. **Entrepreneur:** the natural or legal person that offers products, (access to) digital content and / or services to consumers at a distance;
9. **Distance contract:** an agreement concluded between the entrepreneur and the consumer in the context of an organized system for distance selling of products, digital content and / or services, whereby up to and including the conclusion of the agreement exclusively or use is made of one or more techniques for distance communication;
10. **Model form for dissolution:** the model form for withdrawal included in Appendix I of these conditions.

11. **Technology for distance communication:** means that can be used for concluding an agreement, without the consumer and entrepreneur having to be in the same room at the same time.

### **Article 2 - Identity of the entrepreneur**

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### **Article 3 - Applicability**

1. These general terms and conditions apply to every offer made by the entrepreneur and to every distance contract that has been established between the entrepreneur and the consumer.
2. Before the distance contract is concluded, the text of these general terms and conditions will be made available to the consumer. If this is not reasonably possible, the entrepreneur, before the distance contract is concluded, will indicate how the general terms and conditions can be seen and that they will be sent free of charge as soon as possible at the request of the consumer.
3. If the distance contract is concluded electronically, by way of derogation from the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions can be made available electronically to the consumer in such a way that the consumers can be easily stored on a durable medium. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general terms and conditions can be consulted electronically and that at the request of the consumer they will be sent free of charge by electronic means or otherwise.
4. In the event that specific product or service conditions apply in addition to these general terms and conditions, the second and third paragraphs shall also apply mutatis mutandis and the consumer may in the event of conflicting conditions always invoke the applicable provision that is most favorable to him.

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

1. If an offer is of limited duration or subject to conditions, this will be explicitly stated in the offer.
2. The offer contains a complete and accurate description of the offered products, digital content and / or services. The description is sufficiently detailed to allow a proper assessment of the offer by the consumer. If the entrepreneur uses images, these are a true reflection of the offered products, services and / or digital content. Obvious mistakes or errors in the offer do not bind the entrepreneur.
3. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to the acceptance of the offer.

## **Article 5 - The contract**

1. Subject to the provisions of paragraph 4, the agreement is concluded at the moment of acceptance by the consumer of the offer and the fulfillment of the corresponding conditions.
2. If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm electronically the receipt of the acceptance of the offer. As long as the receipt of this acceptance has not been confirmed by the entrepreneur, the consumer can dissolve the agreement.
3. If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to secure the electronic transfer of data and he will ensure a secure web environment. If the consumer can pay electronically, the entrepreneur will observe appropriate security measures.
4. The entrepreneur can within statutory frameworks - inform whether the consumer can meet his payment obligations, and of all those facts and factors that are important for a responsible conclusion of the distance contract. If the entrepreneur based on this investigation has good reasons not to enter into the agreement, he is entitled to refuse an order or request, motivated or to attach special conditions to the execution.
5. At the latest on delivery of the product, the service or digital content, the entrepreneur shall send the following information, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable medium:
  - a. the visiting address of the business location of the trader where the consumer can go with complaints;
  - b. the conditions under which and the manner in which the consumer can make use of the right of dissolution, or a clear statement regarding the exclusion of the right of dissolution;
  - c. the information about guarantees and existing service after purchase;
  - d. the price including all taxes of the product, service or digital content, as far as applicable the costs of delivery and the method of payment, delivery or execution of the distance contract;
  - e. if the consumer has a right of cancellation: the model form for dissolution.

## **Article 6 - Dissolution right**

*For products:*

1. The consumer can terminate an agreement regarding the purchase of a product during a reflection period of at least 14 days without giving any reason. The entrepreneur may ask the consumer about the reason for dissolution, but does not require them to state their reason (s).
2. The reflection period referred to in paragraph 1 starts on the day after the consumer, or a third party designated by the consumer in advance, who is not the carrier, has received the product, or:
  - a. if the consumer ordered several products in the same order: the day on which the consumer, or a third party designated by him, received the last product. The entrepreneur may, provided he has informed the consumer in a clear manner prior to the ordering process, refuse an order of several products with a different delivery time.

- b. if the delivery of a product consists of several shipments or parts: the day on which the consumer, or a third party designated by him, received the last shipment or the last part;

*For services and digital content that is not delivered on a tangible medium:*

3. The consumer can dissolve a service agreement and an agreement for the supply of digital content that has not been delivered on a tangible medium for at least 14 days without giving any reason. The entrepreneur may ask the consumer about the reason for dissolution, but does not require them to state their reason (s).
4. The reflection period referred to in paragraph 3 starts on the day following the conclusion of the agreement.

*Extended reflection period for products, services and digital content that have not been delivered on a tangible medium when not informing about the right of dissolution:*

5. If the entrepreneur has not provided the consumer with the legally required information about the right of withdrawal or the model form for dissolution, the reflection period will expire twelve months after the end of the original reflection period determined in accordance with the previous paragraphs of this article.
6. If the trader has provided the consumer with the information referred to in the previous paragraph within twelve months after the commencement date of the original period of reflection, the reflection period will expire 14 days after the day on which the consumer has received this information.

#### **Article 7 - Obligations of the consumer during the reflection period**

1. During the reflection period, the consumer will handle the product and the packaging carefully. He will only unpack or use the product to the extent necessary to determine the nature, characteristics and operation of the product. The basic principle here is that the consumer may only handle and inspect the product as he would be allowed to do in a store.
2. The consumer is only liable for the value reduction of the product that is the result of a way of handling the product that goes further than allowed in paragraph 1
3. The consumer is not liable for the value reduction of the product if the entrepreneur has not provided him with any legally required information about the right of dissolution prior to or at the conclusion of the agreement.

#### **Article 8 - Exercise of the right of dissolution by the consumer and costs thereof**

1. If the consumer makes use of his right of dissolution, he will report this to the entrepreneur within the cooling-off period by means of the model form for dissolution or otherwise unambiguously.
2. As soon as possible, but within 14 days from the day following the notification referred to in paragraph 1, the consumer shall return the product, or hand it over to (an authorized representative of) the entrepreneur. This is not necessary if the entrepreneur has offered to collect the product himself. In any case, the consumer has complied with the return period if he returns the product before the reflection period has expired.

3. The consumer shall return the product with all delivered accessories, if reasonably possible in the original state and packaging, and in accordance with the reasonable and clear instructions provided by the entrepreneur.
4. The risk and the burden of proof for the correct and timely exercise of the right of dissolution lies with the consumer.
5. The consumer bears the direct costs of returning the product. If the entrepreneur has not reported that the consumer must bear these costs or if the entrepreneur indicates to bear the costs himself, the consumer does not have to bear the costs for return.
6. The consumer shall bear no costs for the full or partial delivery of digital content not supplied on a tangible medium if:
  - a. prior to the delivery, he has not expressly agreed to commence the fulfillment of the contract before the end of the reflection period;
  - b. he has not acknowledged to lose his right of dissolution when granting his consent; or
  - c. the entrepreneur has failed to confirm this statement from the consumer.
7. If the consumer makes use of his right of cancellation, all supplementary agreements will be dissolved by operation of law.

#### **Article 9 - Obligations of the entrepreneur at dissolution**

1. If the entrepreneur makes the notification of dissolution by the consumer electronically possible, he will send an acknowledgment of receipt immediately after receipt of this notification.
2. The entrepreneur will reimburse all payments from the consumer, including any delivery costs charged by the trader for the returned product, without delay but within 14 days following the day on which the consumer notifies him of the withdrawal. Unless the entrepreneur offers to collect the product himself, he may wait to pay back until he has received the product or until the consumer demonstrates that he has returned the product, whichever comes first.
3. The entrepreneur uses the same payment method that the consumer has used for reimbursement, unless the consumer agrees to another method. The reimbursement is free of charge for the consumer.
4. If the consumer has opted for a more expensive method of delivery than the cheapest standard delivery, the entrepreneur does not have to reimburse the additional costs for the more expensive method.

#### **Article 10 - Exclusion of right of dissolution**

The entrepreneur can exclude the following products and services from the right of dissolution, but only if the entrepreneur has clearly stated this in the offer, at least in time for the conclusion of the agreement:

1. Products or services whose price is subject to fluctuations in the financial market on which the entrepreneur has no influence and which may occur within the reflection period;
2. Agreements concluded during a public auction. A public auction is a sales method whereby products, digital content and / or services are offered by the entrepreneur to the consumer who is personally present or is given the opportunity to be personally present at the auction, under the direction of an auctioneer, and in which the successful bidder is obliged to purchase the products, digital content and / or services;

3. Service contracts, after full execution of the service, but only if:
  - a. the execution has begun with the explicit prior consent of the consumer; and
  - b. the consumer has declared that he loses his right of cancellation as soon as the entrepreneur has fully executed the agreement;
4. Products manufactured according to the consumer's specifications, which are not prefabricated and which are manufactured on the basis of an individual choice or decision of the consumer or which are clearly intended for a specific person;
5. Sealed audio, video recordings and computer software, the seal of which has been broken after delivery;
6. The supply of digital content other than on a tangible medium, but only if:
  - a. the execution has begun with the express prior consent of the consumer; and
  - b. the consumer has stated that he loses his right of dissolution.

### **Article 11 - The price**

1. During the period for acceptance mentioned in the offer, the prices of the offered products and / or services will not be increased, except for price changes due to changes in VAT rates.
2. Contrary to the previous paragraph, the entrepreneur can offer products or services whose prices are subject to fluctuations in the financial market and where the entrepreneur has no influence, with variable prices. This link to fluctuations and the fact that any mentioned prices are target prices are mentioned in the offer.
3. The prices mentioned in the offer of products or services include VAT.
4. All prices are subject to printing and typing errors. No liability is accepted for the consequences of printing and typing errors. In the case of printing and typing errors, the entrepreneur is not obliged to deliver the product at the wrong price.

### **Article 12 - Compliance agreement and additional warranty**

1. The entrepreneur warrants that the products and / or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of soundness and / or usability and the legal rights existing on the date of the conclusion of the agreement. provisions and / or government regulations. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.
2. An additional guarantee provided by the entrepreneur, his supplier, manufacturer or importer never limits the legal rights and claims that the consumer can enforce against the entrepreneur under the contract if the entrepreneur has failed to fulfill his part of the contract.
3. An additional guarantee is understood to mean every obligation of the entrepreneur, his supplier, importer or producer in which he assigns to the consumer certain rights or claims that go beyond what is legally required in the event that he has failed to fulfill his part of the contract.
4. Any defects or incorrectly delivered products must be reported to the entrepreneur in writing within 4 weeks after delivery. Return of the products must be in the original packaging and in new condition.
5. The entrepreneur's warranty period corresponds to the manufacturer's guarantee period. However, 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 the application of the products..

6. The guarantee does not apply if:
  - The consumer has repaired and / or processed the delivered products himself or has them repaired and / or processed by third parties;
  - The delivered products are exposed to abnormal conditions or otherwise careless handling or contrary to the instructions of the entrepreneur and / or on the packaging are treated;
  - The inadequacy wholly or partially is the result of regulations that the government has or will make regarding the nature or the quality of the materials used.
7. The online streaming service offered by the entrepreneur is requires a browser that is younger than 3 years and supports HTML 5. The entrepreneur gives no guarantee for other and newer browsers in the future. In case the entrepreneur, for whatever reason, terminates the service to view the video online, he will provide an adequate replacement opportunity to view the video, such as the possibility to download the video files.

### **Article 13 - Delivery and execution**

1. The entrepreneur will take the greatest possible care when receiving and implementing orders for products and when assessing applications for the provision of services.
2. The place of delivery is the address that the consumer has made known to the entrepreneur.
3. With due observance of what is stated in article 4 of these general terms and conditions, the entrepreneur will execute accepted orders expeditiously but no later than 30 days, unless another delivery period has been agreed. If the delivery is delayed, or if an order can not or only partially be executed, the consumer will receive notification of this no later than 30 days after he has placed the order. In that case, the consumer has the right to dissolve the contract without any costs. The consumer is not entitled to compensation.
4. After dissolution in accordance with the previous paragraph, the entrepreneur will repay the amount that the consumer has paid immediately, but no later than 14 days after termination.
5. The risk of damage and / or loss of products rests with the entrepreneur up to the moment of delivery to the consumer or a pre-designated and made representative to the entrepreneur, unless explicitly agreed otherwise.

### **Article 14 - Payment**

1. Unless otherwise stipulated in the agreement or additional conditions, the amounts owed by the consumer must be paid within 7 days after the commencement date, or in the absence of a reflection period within 7 days after the conclusion of the contract. In case of an agreement to provide a service, this period starts on the day after the consumer has received the confirmation of the agreement.
2. The consumer has the duty to report inaccuracies in provided or stated payment details to the entrepreneur without delay.

3. If the consumer does not fulfill his payment obligation(s) in good time, after the entrepreneur has pointed out the late payment and the entrepreneur the the consumer has granted a period of 14 days to still fulfill his payment obligations, after the failure to pay within this 14-day-term, about the amount owed the legal interest is due and the entrepreneur is entitled to the extrajudicial collection costs he has incurred. account. These collection costs amount to a maximum of: 15% over outstanding amounts up to € 2,500, =; 10% over the next € 2,500, = and 5% over the next € 5,000, = with a minimum of € 40, =. The entrepreneur may deviate from the aforementioned amounts and percentages for the benefit of the consumer.

#### **Article 15 - Complaints procedure**

1. The entrepreneur has a well-publicized complaints procedure and handles the complaint in accordance with this complaints procedure.
2. Complaints about the execution of the agreement must be submitted to the entrepreneur fully and clearly described within 7 days after the consumer has discovered the defects.
3. Complaints submitted to the entrepreneur will be answered within a period of 14 days 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 notice of receipt and an indication when the consumer can expect a more detailed answer.
4. The consumer must give the entrepreneur at least 4 weeks time to resolve the complaint in mutual consultation.

#### **Article 16 - Disputes**

Contracts between the entrepreneur and the consumer to which these general terms and conditions apply are governed exclusively by Dutch law.

#### **Article 17 - Additional or different provisions**

Additional provisions or provisions deviating from these terms and conditions may not be to the detriment of the consumer and must be recorded in writing or in such a way that they can be stored by the consumer in an accessible manner on a durable medium.