TERMS AND CONDITIONS

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Article 1 – Definitions

In these Terms and Conditions, the following definitions apply:

1. **Cooling-off period**: the period within which the consumer may exercise the right of withdrawal;
2. **Consumer**: the natural person who is not acting in the course of a profession or business and who enters into a distance contract with the entrepreneur;
3. **Day**: calendar day;
4. **Continuous transaction**: a distance contract relating to a series of products and/or services, the delivery and/or purchase obligation of which is spread over time;
5. **Durable data carrier**: any medium that enables the consumer or the entrepreneur to store information addressed personally to them in a way that allows future consultation and unaltered reproduction of the stored information;
6. **Right of withdrawal**: the option for the consumer to withdraw from the distance contract within the cooling-off period;

7. **Model withdrawal form**: the model withdrawal form made available by the entrepreneur, which the consumer may use when exercising the right of withdrawal;

8. **Entrepreneur**: the natural or legal person who offers products and/or services to consumers at a distance;

9. **Distance contract**: a contract concluded within the framework of an organised system for the distance sale of products and/or services, whereby up to and including the conclusion of the contract exclusive use is made of one or more means of distance communication;

10. **Means of distance communication**: a means that can be used to conclude a contract without the consumer and the entrepreneur being simultaneously present in the same place;

11. **Terms and Conditions**: these Terms and Conditions of the entrepreneur.

Article 2 – Identity of the Entrepreneur

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Article 3 – Applicability

1. **These Terms and Conditions** apply to every offer made by the entrepreneur and to every distance contract and order concluded between the entrepreneur and the consumer.

2. **Prior to the conclusion of the distance contract**, the text of these Terms and Conditions shall be made available to the consumer. If this is not reasonably possible, it shall be indicated before the distance contract is concluded that the Terms and Conditions can be inspected at the entrepreneur's premises and will be sent to the consumer free of charge as soon as possible upon request.

3. **If the distance contract is concluded electronically**, then, notwithstanding the previous paragraph and prior to the conclusion of the distance contract, the text of these Terms and Conditions may be made available to the consumer by electronic means in such a way that the consumer can easily store them on a durable data carrier. If this is not reasonably possible, it shall be indicated before the distance contract is concluded where the Terms and Conditions can be consulted electronically and that they will be sent to the consumer free of charge, either electronically or by other means, upon request.

4. **If, in addition to these Terms and Conditions, specific product or service conditions apply**, paragraphs 2 and 3 shall apply accordingly, and in the event of conflicting terms and conditions the consumer may always rely on the provision that is most favourable to them.

5. **If one or more provisions of these Terms and Conditions** are at any time wholly or partially void or annulled, the agreement and these Terms and Conditions shall otherwise remain in full force and effect, and the relevant provision shall be replaced without delay by mutual consultation with a provision that most closely reflects the intent of the original provision.

6. **Situations not governed by these Terms and Conditions** shall be assessed in accordance with the spirit of these Terms and Conditions.

7. **Any ambiguities regarding the interpretation or content** of one or more provisions of these Terms and Conditions shall be interpreted in accordance with the spirit of these Terms and Conditions.

Article 4 – Privacy, Cookies and Other Statements

1. **The entrepreneur's privacy policy** applies to the processing of personal data, as published on the entrepreneur's website.

2. **By entering into an agreement with the entrepreneur**, the consumer declares that they have taken note of and accepted the privacy policy.

3. **The entrepreneur's cookie policy** applies to the use of cookies and similar technologies. Where legally required, consent for the placement of cookies is requested separately via the website.

4. **Any additional terms, statements or policy documents** published on the entrepreneur's website and relating to specific products, services or promotions form an integral part of the agreement, provided that they were made known to the consumer prior to or at the time of concluding the agreement.

Article 5 – The Offer

1. **If an offer has a limited period of validity or is subject to conditions**, this shall be expressly stated in the offer.

2. **All offers are non-binding.** The entrepreneur is entitled to amend or modify 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. Where the entrepreneur uses images, these constitute a truthful representation of the products and/or services offered. Obvious mistakes or obvious errors in the offer do not bind the entrepreneur.

4. **All images, specifications and data** included in the offer are indicative only and may not give rise to any claim for compensation or termination of the agreement.

5. **Product images** provide a truthful representation of the products offered. The entrepreneur cannot guarantee that the colours displayed exactly correspond to the actual colours of the products.

6. **Each offer contains sufficient information** to make it clear to the consumer what rights and obligations are attached to acceptance of the offer. This includes, in particular:

   i) the price, including taxes;
   ii) any costs of delivery or shipping;
   iii) the manner in which the agreement will be concluded and which actions are required for this purpose;
   iv) whether or not the right of withdrawal applies;
   v) the method of payment, delivery and performance of the agreement;
   vi) the period for acceptance of the offer or the period during which the entrepreneur guarantees the price;
   vii) the rate applicable to means of distance communication, if the costs of using such means are calculated on a basis other than the standard basic rate for the means of communication used;
   viii) whether the agreement will be archived after its conclusion and, if so, how it may be consulted by the consumer;
   ix) the manner in which the consumer can, prior to concluding the agreement, review and, if desired, correct the data provided by them in the context of the agreement;
   x) any other languages in which, in addition to Dutch, the agreement may be concluded;
   xi) any codes of conduct to which the entrepreneur has subscribed and how the consumer may consult these codes of conduct electronically; and
   xii) the minimum duration of the distance contract in the case of a continuous transaction.

Article 6 – The Agreement

1. **Subject to the provisions of paragraph 4**, the agreement is concluded at the moment the consumer accepts the offer and fulfils the conditions attached thereto.

2. **If the consumer has accepted the offer electronically**, the entrepreneur shall promptly confirm receipt of the acceptance by electronic means. As long as the receipt of acceptance has not been confirmed by the entrepreneur, the consumer may terminate the agreement.

3. **If the agreement is concluded electronically**, the entrepreneur shall take appropriate technical and organisational measures to secure the electronic transfer

of data and shall ensure a secure web environment. Where the consumer is able to pay electronically, the entrepreneur shall observe appropriate security measures.

4. **Within the limits of applicable law**, the entrepreneur may assess whether the consumer is able to meet their payment obligations, as well as all facts and factors relevant to responsibly entering into a distance contract. If, on the basis of this assessment, the entrepreneur has reasonable grounds not to enter into the agreement, they are entitled to refuse an order or application with stated reasons or to attach special conditions to its execution.

5. **Upon delivery of the product or provision of the service**, the entrepreneur shall provide the consumer with the following information, in writing or in such a manner that it can be stored by the consumer in an accessible way on a durable data carrier:

    i) the visiting address of the entrepreneur's establishment where the consumer may submit complaints;
    ii) the conditions under which and the manner in which the consumer may exercise the right of withdrawal, or, where applicable, a clear statement regarding the exclusion of the right of withdrawal;
    iii) information on guarantees and existing after-sales service;
    iv) the information referred to in Article 4, paragraph 3 of these Terms and Conditions, unless the entrepreneur has already provided this information to the consumer prior to performance of the agreement;
    v) the requirements for termination of the agreement if the agreement has a duration of more than one year or is concluded for an indefinite period.

6. **In the case of a continuous transaction**, the provision in the preceding paragraph shall apply only to the first delivery.

7. **All agreements are entered into subject to the suspensive condition** of sufficient availability of the products concerned.

Article 7 – Right of Withdrawal

In the case of delivery of products:

1. **When purchasing products**, the consumer has the right to withdraw from the agreement without giving any reason within a period of **14 days**. This cooling-off period commences on the day following receipt of the product by the consumer or by a representative designated in advance by the consumer and made known to the entrepreneur.

2. **During the cooling-off period**, the consumer shall handle the product and its packaging with due care. The consumer shall only unpack or use the product to the extent necessary to assess whether they wish to retain it. If the consumer exercises the right of withdrawal, they shall return the product to the entrepreneur with all

supplied accessories and, where reasonably possible, in its original condition and packaging, in accordance with the reasonable and clear instructions provided by the entrepreneur.

3. **If the consumer wishes to exercise the right of withdrawal**, they must notify the entrepreneur within **14 days** after receipt of the product. Such notification shall be made by means of the model withdrawal form or by another means of communication, such as e-mail. After notifying the entrepreneur of their intention to withdraw, the consumer must return the product within **14 days**. The consumer must provide proof that the delivered goods were returned in time, for example by means of proof of dispatch.

4. **If the consumer has not notified the entrepreneur** of their intention to exercise the right of withdrawal within the periods referred to in paragraphs 2 and 3, or has not returned the product to the entrepreneur, the purchase shall be deemed final.

In the case of delivery of services:

1. **In the case of services**, the consumer has the right to withdraw from the agreement without giving any reason for a period of at least **14 days**, commencing on the day the agreement is concluded.

2. **In order to exercise the right of withdrawal**, the consumer shall comply with the reasonable and clear instructions provided by the entrepreneur in the offer and/or at the latest upon delivery of the service.

Article 8 – Costs in Case of Withdrawal

1. **If the consumer exercises the right of withdrawal**, they shall bear at most the direct costs of returning the goods.

2. **If the consumer has made a payment**, the entrepreneur shall refund this amount as soon as possible, but no later than **14 days** after withdrawal. This is subject to the condition that the product has already been received back by the online retailer or that conclusive proof of full return has been provided. Refunds shall be made using the same payment method used by the consumer, unless the consumer has expressly agreed to a different payment method.

3. **If the product has been damaged** as a result of careless handling by the consumer, the consumer shall be liable for any resulting reduction in the value of the product.

4. **The consumer shall not be held liable for any reduction in value** of the product if the entrepreneur has failed to provide all legally required information regarding the right of withdrawal prior to the conclusion of the purchase agreement.

Article 9 – Exclusion of the Right of Withdrawal

1. **The entrepreneur may exclude the consumer's right of withdrawal** for products as described in paragraphs 2 and 3. The exclusion of the right of withdrawal shall apply only if the entrepreneur has clearly stated this in the offer or, in any event, in a timely manner prior to the conclusion of the agreement.

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

   i) that are manufactured or created by the entrepreneur in accordance with the consumer's specifications;

   ii) that are clearly personal in nature;

   iii) that by their nature cannot be returned;

   iv) that are liable to deteriorate or expire rapidly;

   v) the price of which is subject to fluctuations in the financial market over which the entrepreneur has no influence;

   vi) newspapers and magazines sold individually;

   vii) audio and video recordings and computer software where the consumer has broken the seal;

   viii) hygienic products where the consumer has broken the seal.

3. **Exclusion of the right of withdrawal is possible only for services:**

   i) relating to accommodation, transport, catering or leisure activities to be provided on a specific date or during a specific period;

   ii) the performance of which has commenced with the consumer's explicit consent before the expiry of the cooling-off period;

   iii) relating to betting and lotteries.

Article 10 – Price

1. **During the period of validity stated in the offer**, the prices of the products and/or services offered shall not be increased, except for price changes resulting from changes in VAT rates.

2. **By way of exception to the preceding paragraph**, the entrepreneur may offer products or services with variable prices where such prices are subject to fluctuations in the financial market over which the entrepreneur has no influence. This dependency on market fluctuations and the fact that any prices stated may be indicative prices shall be clearly stated in the offer.

3. **Price increases within three months** after the conclusion of the agreement are permitted only if they result from statutory regulations or provisions.

4. **Price increases after three months** following the conclusion of the agreement are permitted only if the entrepreneur has stipulated this and:

   i) such increases result from statutory regulations or provisions; or

   ii) the consumer has the right to terminate the agreement with effect from the day on

5. **The prices stated in the offer** for products or services are inclusive of VAT.

6. **All prices are subject to printing and typographical errors.** No liability is accepted for the consequences of such errors. In the event of printing or typographical errors, the entrepreneur is not obliged to deliver the product at the incorrect price.

Article 11 – Conformity and Warranty

1. **The entrepreneur guarantees** 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 statutory provisions and/or government regulations in force on the date the agreement is concluded. Where agreed, the entrepreneur also guarantees that the product is suitable for uses other than normal use.

2. **Any warranty provided by the entrepreneur, manufacturer or importer** does not affect the statutory rights and claims that the consumer may assert against the entrepreneur under the agreement.

3. **Any defects or incorrectly delivered products** must be reported to the entrepreneur in writing within **two months** after discovery of the defect.

4. **The entrepreneur's warranty period** corresponds to the manufacturer's warranty period. However, the entrepreneur is never responsible for the ultimate suitability of the products for any individual application by the consumer, nor for any advice regarding the use or application of the products.

5. **The warranty does not apply if:**

   i) the consumer has repaired and/or modified the delivered products themselves or has had them repaired and/or modified by third parties;

   ii) the delivered products have been exposed to abnormal conditions or have otherwise been handled carelessly or contrary to the instructions of the entrepreneur and/or the instructions on the packaging;

iii) the defect is wholly or partly the result of regulations imposed or to be imposed by governmental authorities regarding the nature or quality of the materials used.

Article 12 – Delivery and execution

1. **The entrepreneur shall exercise the greatest possible care** in receiving and executing orders for products and in assessing applications for the provision of services.

2. **The place of delivery** shall be the address provided by the consumer to the entrepreneur.

3. **Subject to the provisions of paragraph 4 of this Article**, the entrepreneur shall execute accepted orders with due speed and no later than **30 days**, unless the consumer has agreed to a longer delivery period. If delivery is delayed, or if an order cannot be executed or can only be executed in part, the consumer shall be informed thereof no later than **30 days** after placing the order. In such cases, the consumer has the right to terminate the agreement free of charge. The consumer is not entitled to any compensation.

4. **All delivery periods are indicative.** No rights may be derived by the consumer from any stated delivery periods. Exceeding a delivery period does not entitle the consumer to compensation.

5. **In the event of termination** in accordance with paragraph 3 of this Article, the entrepreneur shall refund the amount paid by the consumer as soon as possible, but no later than **14 days** after termination.

6. **If delivery of an ordered product proves impossible**, the entrepreneur shall make reasonable efforts to provide a replacement item. At the latest upon delivery, it shall be clearly and comprehensibly stated that a replacement item is being supplied. The right of withdrawal may not be excluded in respect of replacement items. Any costs of return shall be borne by the entrepreneur.

7. **The risk of damage and/or loss of products** shall remain with the entrepreneur until the moment of delivery to the consumer or to a representative designated in advance by the consumer and made known to the entrepreneur, unless expressly agreed otherwise.

Article 13 – Continuous Transactions: termination, renewal, and duration

Termination

1. **The consumer may terminate** an agreement concluded for an indefinite period and providing for the regular delivery of products (including electricity) or services at any time, subject to the agreed termination rules and a notice period of no more than **one month**.

2. **The consumer may terminate** an agreement concluded for a fixed period and providing for 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 period of no more than **one month**.

3. **The consumer may terminate the agreements referred to in the preceding paragraphs:**

- at any time, without being restricted to termination at a specific time or during a specific period;
- at least in the same manner as the agreements were entered into by the consumer;
- always with the same notice period as the entrepreneur has stipulated for themselves.

Renewal

1. **An agreement concluded for a fixed period** and providing for the regular delivery of products (including electricity) or services may not be tacitly renewed or extended for a fixed term.

2. **By way of exception to the preceding paragraph**, an agreement concluded for a fixed period and providing for the regular delivery of daily, news and weekly newspapers and magazines may be tacitly renewed for a fixed period of up to **three months**, provided that the consumer may terminate the renewed agreement at the end of the renewal period with a notice period of no more than **one month**.

3. **An agreement concluded for a fixed period** and providing for the regular delivery of products or services may be tacitly renewed for an indefinite period only if the consumer may terminate the agreement at any time with a notice period of no more than **one month**, and with a notice period of no more than **three months** in the case of agreements relating to the regular, but less than monthly, delivery of daily, news and weekly newspapers and magazines.

4. **An agreement of limited duration** providing for the regular delivery of daily, news and weekly newspapers and magazines for introductory purposes (trial or introductory subscriptions) shall not be tacitly renewed and shall automatically terminate at the end of the trial or introductory period.

Duration

1. **If an agreement has a duration of more than one year**, the consumer may terminate the agreement at any time after one year with a notice period of no more

than **one month**, unless termination prior to the end of the agreed term would be contrary to the principles of reasonableness and fairness.

Article 14 – Payment

1. **Unless otherwise agreed**, the amounts owed by the consumer must be paid within **seven working days** after the commencement of the cooling-off period as referred to in Article 6, paragraph 1. In the case of an agreement for the provision of services, this period shall commence after the consumer has received confirmation of the agreement.

2. **The consumer is obliged** to report any inaccuracies in the payment details provided or stated to the entrepreneur without delay.

3. **In the event of default by the consumer**, the entrepreneur is entitled, subject to statutory limitations, to charge the reasonable costs previously made known to the consumer.

Article 15 – Complaints Procedure

1. **The entrepreneur has an adequately publicised complaints procedure** and shall handle complaints in accordance with this complaints procedure.

2. **Complaints regarding the performance of the agreement** must be submitted to the entrepreneur within **two months** after the consumer has identified the defects, and must be fully and clearly described.

3. **Complaints submitted to the entrepreneur** shall be answered within **14 days** from the date of receipt. If a complaint requires a foreseeably longer processing time, the entrepreneur shall respond within the 14-day period with an acknowledgement of receipt and an indication of when the consumer may expect a more detailed response.

4. **If the complaint cannot be resolved by mutual agreement**, a dispute shall arise.

5. **The consumer may submit the dispute** to the competent court, unless mandatory statutory provisions provide otherwise.

6. **If the entrepreneur is affiliated with a recognised disputes committee**, this shall be clearly stated on the entrepreneur's website, and the relevant dispute resolution scheme shall apply.

7. **In the event of complaints**, the consumer must first contact the entrepreneur. If no solution is reached, the consumer has the option to submit the complaint to an independent disputes committee. The decision of such committee shall be binding, and both the entrepreneur and the consumer agree to be bound by this decision. Any costs associated with submitting a dispute to the disputes committee shall be borne by the consumer and paid to the relevant committee.

8. **Submitting a complaint does not suspend** the obligations of the entrepreneur, unless the entrepreneur expressly states otherwise in writing.

9. **If a complaint is found to be justified** by the entrepreneur, the entrepreneur shall, at their discretion, replace or repair the delivered products free of charge.

Article 16 – Liability

1. **The entrepreneur shall be liable solely for direct damage** arising from intent or deliberate recklessness on the part of the entrepreneur.

2. **The entrepreneur shall not be liable for indirect damage**, including but not limited to consequential damage, loss of profit, loss of savings and damage resulting from business interruption.

3. **The liability of the entrepreneur** shall in all cases be limited to the amount paid out under the entrepreneur's liability insurance in the relevant case, or—if no payment is made—to the invoice amount of the agreement concerned.

4. **The limitations of liability set out in this Article** shall not apply if the damage is attributable to intent or gross negligence on the part of the entrepreneur, or where mandatory statutory provisions preclude such limitations.

Article 17 – Force Majeure

1. **The entrepreneur shall not be obliged to fulfil any obligation** towards the consumer if they are prevented from doing so as a result of force majeure.

2. **Force majeure** means any circumstance beyond the entrepreneur's control that wholly or partially prevents the fulfilment of obligations towards the consumer, or as a result of which fulfilment of such obligations cannot reasonably be required of the entrepreneur.

3. **Force majeure includes, but is not limited to:** failures in telecommunications and IT infrastructure, network outages, fire, water damage, strikes, illness of staff, pandemics, government measures, transport problems, delays caused by suppliers, and other circumstances beyond the entrepreneur's control.

4. **If the force majeure situation continues for more than 30 days**, both parties shall have the right to terminate the agreement in writing, without any obligation to compensate for damages.

Article 18 – Disputes and Applicable Law

1. **Dutch law shall exclusively apply** to agreements between the entrepreneur and the consumer to which these Terms and Conditions apply, even if the consumer is resident abroad.

2. **Disputes shall be submitted exclusively** to the competent court in the Netherlands, unless mandatory statutory provisions provide otherwise.

3. **The United Nations Convention on Contracts for the International Sale of Goods (CISG)** (Vienna Sales Convention) shall not apply.

Article 19 – Additional or Deviating Provisions

1. **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 manner that they can be stored by the consumer in an accessible way on a durable data carrier.

2. **This Article applies exclusively to individual agreements** made between the entrepreneur and the consumer and does not apply to general policy documents or statements as referred to in Article 4 of these Terms and Conditions.

3. **In the event of any discrepancy, inconsistency or difference in interpretation** between the English and Dutch versions of these Terms and Conditions, the Dutch version shall prevail.