General Terms and Conditions of Thuiswinkel.org

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Article 1 - Definitions

The following definitions apply in these terms and conditions:

1. **Supplementary agreement**: an agreement in which a consumer obtains products, digital content and/or services via a distance contract, and a trader or a third party delivers these products, digital content and/or services in accordance with an agreement between that third party and the trader;
2. **Withdrawal period**: the period within which a consumer can make use of his right of withdrawal;
3. **Consumer**: a natural person whose actions are not carried out for objectives relating to the course of a trade, a profession or a business;
4. **Day**: calendar day;
5. **Digital content**: data that are produced and supplied in digital form;
6. **Extended duration transaction**: a distance contract relating to a series of products and/or services, whereby the obligation to supply and/or purchase is spread over a period of time;
7. **Durable medium**: every means - including emails - that enables a consumer or trader to store information that is addressed to him in person in a way that facilitates its future use or consultation during a period that is in keeping with the objective for which the information is intended, and which facilitates the unaltered reproduction of the stored information;
8. **Right of withdrawal**: the possibility for a consumer to waive a distance contract within the withdrawal period;
9. **Trader**: a natural or legal person who is a member of Thuiswinkel.org and who offers products, (access to) digital content and/or services to consumers from a distance;
10. **Distance contract**: a contract concluded between a trader and a consumer within the framework of system organized for the distance sale of products, digital content and/or services, whereby sole or partly use is made of one or more techniques for distance communication up to and including the moment that the contract is concluded;
11. **Model form for right of withdrawal**: the European model form for right of withdrawal that is included in Appendix I of these terms and conditions. The trader is not obliged to provide Appendix I if the consumer has no right of withdrawal with regard to his order;
12. **Technique for distance communication**: means that can be used for communication regarding the offer made by the trader and concluding a contract, without the necessity of the consumer and trader being in the same place at the same time.

Article 2 - Identity of the trader

Name trader: (name according to the articles of association, plus any trade name)
Registered address:
Office address, should this differ from the registered address;

Telephone number and time(s) at which the trader can be contacted by telephone:
Email address:
Chamber of Commerce number:
VAT identification number:

Should the activity of the trader be subject to a relevant licensing system: the data of the supervising authority.

Should the trader practice a regulated profession:
- the professional association or organization with which he is affiliated;
- the professional title, the town/city in the EU or EEA where this was granted;
- a reference to the professional rules that apply in the Netherlands and instructions as to where and how these professional rules can be accessed.

Article 3 - Applicability
1. These general terms and conditions apply to every offer made by a trader and to every distance contract that has been realized between an trader and a consumer.
2. Prior to the conclusion of a distance contract, the text of these general terms and conditions will be made available to the consumer. If this is not reasonably possible, the trader will indicate, before the distance contract is concluded, in what way the general terms and conditions are available for inspection at the trader's premises and that they will be sent free of charge to the consumer, as quickly 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 consumer will be provided with the text of these general terms and conditions electronically, in such a way that the consumer can easily store them on a durable data carrier. If this is not reasonably possible, then before concluding the distance contract, the trader will indicate where the general terms and conditions can be inspected electronically and that at his request they will be sent to the consumer free of charge, either electronically or in some other way.
4. In cases where specific product or service-related terms and conditions apply in addition to these general terms and conditions, the second and third paragraphs apply by analogy and the consumer can always invoke the applicable condition that is most favorable to him in the event of incompatible general terms and conditions.

Article 4 - The offer
1. If an offer is subject to a limited period of validity or is made subject to conditions, this will be explicitly mentioned in the offer.
2. The offer contains a complete and accurate description of the products, digital content and/or services being offered. The description is sufficiently detailed to enable the consumer to make a proper assessment of the offer. If the trader makes use of illustrations, these will be a true representation of the products and/or services being offered. The trader is not bound by obvious errors or mistakes in the offer.
3. Every offer contains information that makes it clear to the consumer what rights and obligations are related to the acceptance of the offer.

Article 5 - The contract
1. The contract will be concluded, subject to that which is stipulated in paragraph 4, at the moment at which the consumer accepts the offer and the conditions thereby stipulated have been fulfilled.
2. If the consumer has accepted the offer electronically, the trader will immediately confirm receipt of acceptance of the offer electronically. The consumer can dissolve the contract as long as this acceptance has not been confirmed by the trader.
3. If the contract is concluded electronically, the trader will take suitable technical and organizational measures to secure the electronic transfer of data and he will ensure a safe web environment. If the consumer is able to pay electronically, the trader will take suitable security measures.
4. The trader may obtain information – within statutory frameworks – about the consumer's ability to fulfill his payment obligations, as well as about facts and factors that are important for the responsible conclusion of the distance contract. If that research gives the trader proper grounds for declining to conclude the contract, then he has a right, supported by reasons, to reject an order or application or to bind its implementation to special conditions.

5. The trader will send to a consumer, at the latest when delivering a product, service or digital content, the following information, in writing, or in such a way that the consumer can store it on an accessible durable medium:
    a. the office address of the trader's business location where the consumer can lodge complaints;
    b. the conditions under which the consumer can make use of the right of withdrawal and the method for doing so, or a clear statement relating to preclusion from the right of withdrawal;
    c. information on guarantees and existing after-sales service;
    d. the price, including all taxes on the product, service or digital content; the costs of delivery insofar as applicable, and the method of payment, delivery or implementing the distance contract;
    e. the requirements for terminating the contract, if the duration of the contract exceeds one year or if it is indefinite;
    f. if the consumer has a right of withdrawal, the model form for right of withdrawal.
6. In case of an extended duration contract, the stipulation in the previous paragraph applies only to the first delivery.

Article 6 - Right of withdrawal

Upon delivery of products

1. When purchasing products, a consumer has the right to dissolve a contract, without giving reasons, during a period of at least 14 days. The trader is allowed to ask a consumer for the reason of this dissolution, but the consumer is under no obligation to state his/her reason(s).
2. The period stipulated in para. 1 commences on the day after the product was received by the consumer, or a third party designated by the consumer, who is not the transporting party, or:
    a. if the consumer has ordered several products: the day on which the consumer, or a third party designated by the consumer, received the last product. The trader may refuse a single order for several products with different delivery dates, provided he clearly informed the consumer of this prior to the ordering process.
    b. if the delivery of a product involves different deliveries or parts: the day on which the consumer, or a third party designated by the consumer, received the last delivery or the last part;
    c. with contracts for the regular delivery of products during a given period: the day on which the consumer, or a third party designated by the consumer, received the last product.

Upon delivery of services and digital content that is not supplied on a material medium:

3. A consumer has the right to dissolve a contract, without giving reasons, for the supply of digital content that is not supplied on a material medium during a period of at least fourteen days. The trader is allowed to ask a consumer for the reason of this dissolution, but the consumer is under no obligation to state his/her reason(s).
4. The period stipulated in para. 3 commences on the day after the contract was concluded.

Extended withdrawal period for products, services and digital content that is not supplied on a material medium in the event a consumer was not informed about the right of withdrawal:

5. If the trader did not provide the consumer with the statutorily obligatory information about the right of withdrawal or if the model form was not provided, the withdrawal period ends twelve months after the end of the originally stipulated withdrawal period based on the previous paragraphs of this article.
6. If the trader provided the consumer with the information referred to in the previous paragraph within twelve months of the commencing date of the original withdrawal period, the withdrawal period shall end 14 days after the day on which the consumer received the information.

Article 7 - Consumers' obligations during the withdrawal period

1. During the withdrawal period, the consumer shall treat the product and its packaging with care. He shall only unpack or use the product in as far as necessary in order to assess the nature, characteristics and efficacy of the product. The point of departure here is that the consumer may only handle and inspect the product in the same way that he would be allowed in a shop.
2. The consumer is only liable for the product's devaluation that is a consequence of his handling the product other than as permitted in para. 1.
3. The consumer is not liable for the product's devaluation if the trader did not provide him with all the statutorily obligatory information about the right of withdrawal before the contract was concluded.

Article 8 - Consumers who exercise their right of withdrawal and the costs involved

1. A consumer who wants to exercise his right of withdrawal shall report this to the trader, within the withdrawal period, by means of the model form for right of withdrawal or in some other unequivocal way.
2. As quickly as possible, but no later than 14 days after the day of reporting as referred to in para. 1, the consumer shall return the product, or hand it over to (a representative of) the trader. This is not necessary if the trader has offered to collect the product himself. The consumer will in any case have complied with the time for returning goods if he sends the product back before the withdrawal period has lapsed.
3. The consumer returns the product with all relevant accessories, if reasonably possible in the original state and packaging, and in accordance with the reasonable and clear instructions provided by the trader.
4. The risk and the burden of proof for exercising the right of withdrawal correctly and in time rest upon the consumer.
5. The consumer bears the direct costs of returning the product. If the trader has not declared that the consumer shall bear these costs or if the trader indicates a willingness to bear these costs himself, then the consumer shall not be liable to bear the costs of returning goods.
6. If the consumer exercises his right of withdrawal, after first explicitly having asked that the service provided or the delivery of gas, water or electricity not prepared for sale shall be implemented in a limited volume or a given quantity during the period of withdrawal, the consumer shall owe the trader a sum of money that is equivalent to that proportion of the contract that the trader has fulfilled at the moment of withdrawal, in comparison with fulfilling the contract entirely.
7. The consumer shall bear no costs for implementing services or the supply of water, gas or electricity not prepared for sale – in a limited volume or quantity – or for delivering city central heating, if:
    a. the trader did not provide the consumer with the statutorily obligatory information about the right of withdrawal, the costs payable in the event of withdrawal or the model form for right of withdrawal, or:
    b. the consumer did not explicitly ask about the commencement of implementing the service or the delivery of gas, water, electricity or city central heating during the period of withdrawal.
8. The consumer shall bear no costs for the entire or partial supply of digital content that is not supplied on a material medium, if:
    a. prior to delivery, he did not explicitly agree to commencing fulfilment of the contract before the end of the period of withdrawal;
    b. he did not acknowledge having lost his right of withdrawal upon granting his permission; or
    c. the trader neglected to confirm this statement made by the consumer.
9. If a consumer exercises his right of withdrawal, all supplementary agreements are legally dissolved.

Article 9 - Traders' obligations in a case of withdrawal

1. If the trader makes it possible for a consumer to declare his withdrawal via electronic means, then after receiving such a declaration, he sends immediate confirmation of receipt.
2. The trader reimburses the consumer immediately with all payments, including any delivery costs the trader charged for the returned product, though at the latest within 14 days after the day on which the consumer reported the withdrawal. Except in cases in which the trader has offered to retrieve the product himself, he can postpone refunding until he has received the product or until the consumer proves he has returned the product, depending on which occurs earlier.
3. For any reimbursement, the trader will use the same payment method that was initially used by the consumer, unless the consumer agrees to another method. Reimbursement is free of charge for the consumer.
4. If the consumer chose an expensive method of delivery in preference to the cheapest standard delivery, the trader does not have to refund the additional costs of the more expensive method.

Article 10 - Precluding the right of withdrawal

The trader can preclude the right of withdrawal for the following products and services, but only if the trader stated this clearly when making the offer, or at least in good time prior to conclusion of the contract:

1. Products or services whose prices are subject to fluctuations on the financial market over which the trader has no influence and which can occur within the period of withdrawal;

2. Contracts concluded during a public auction. A public auction is defined as a sales method whereby a trader offers products, digital content and/or services at an auction, under the directions of an auctioneer, and whereby the successful purchaser is obliged to purchase the products, digital content and/or services;
3. Service contracts, after full completion of the service, but only if:
    a. implementation started with the explicit prior agreement of the consumer; and
    b. the consumer declared having lost his right or withdrawal as soon as the trader had completed the contract in full;
4. Package travels, package holidays and package tours as referred to in article 7:500 BW and contracts on passenger transport;
5. Service contracts providing access to accommodation, if the contract already stipulates a certain date or period of implementation and other than for the purpose of accommodation, the transport of goods, car rental services and catering;
6. Contracts relating to leisure activities, if the contract already stipulates a certain date or period of implementation;
7. Products manufactured according to the consumer's specifications, which were not prefabricated and were made based on a consumer's specific choice or decision, or which are clearly intended for a specific person;
8. Products subject to rapid decay or with a limited shelf-life;
9. Sealed products that, for reasons relating to the protection of health or hygiene, are unsuited to returning and whose seal was broken subsequent to delivery;
10. Products that, due to their nature, have been irretrievably mixed with other products;
11. Alcoholic drinks whose price was agreed when concluding the contract, but the delivery of which can only take place after 30 days, and the actual value of which depends on market fluctuations over which the trader has no influence;
12. Sealed audio/video-recordings and computer apparatus whose seal was broken after delivery;
13. The delivery of digital content other than on a material medium, but only if:
    a. the delivery commenced with the consumer's explicit prior agreement, and
    b. the consumer declared that this implied his having lost his right of withdrawal.

Article 11 - The price

1. During the period of validity indicated in the offer, the prices of the products and/or services being offered will not be increased, except for price changes in VAT-tariffs.
2. Contrary to the previous paragraph, the trader may offer products or services at variable prices, in cases where these prices are subject to fluctuations in the financial market over which the trader has no influence. The offer must refer to this link with fluctuations and the fact that any prices mentioned are recommended prices.
3. Price increases within 3 months after the contract was concluded are only permitted if they are the result of statutory regulations or stipulations.
4. Price increases more than 3 months after the contract was concluded are only permitted if the trader stipulated as much and:
    a. they are the result of statutory regulations or stipulations; or
    b. the consumer is authorized to terminate the contract on the day on which the price increase takes effect.
5. Prices stated in offers of products or services include VAT.

Article 12 - Contract fulfilment and extra guarantee

1. The trader guarantees that the products and/or services fulfill the contract, the specifications stated in the offer, the reasonable requirements of reliability and/or serviceability and the statutory stipulations and/or government regulations that existed on the date that the contract was concluded. If agreed the trader also guarantees that the product is suited for other than normal designation.
2. An extra guarantee arrangement offered by the trader, manufacturer or importer can never affect the statutory rights and claims that a consumer can enforce against the trader on the grounds of the contract if the trader failed to fulfil his part in the contract.
3. An extra guarantee is defined as every commitment of a trader, his supplier, importer or manufacturer that grants a consumer rights or claims, in excess of those provided by law, for the event that he fails to fulfil his part in the contract.

Article 13 - Supply and implementation

1. The trader 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 deemed to be the address that the consumer makes known to the company.
3. Taking into consideration that which is stated in article 4 of these general terms and conditions, the company will implement accepted orders with efficient expedition, though at the latest within 30 days, unless a different period of delivery has been agreed. If delivery suffers a delay, or if the delivery cannot be implemented, or only partially, the consumer will be informed about this at the latest 30 days after the order was placed. In this case, the consumer has a right to dissolve the contract free of charge and a right to possible damages.
4. Following dissolution in accordance with the previous paragraph, the trader refunds the consumer immediately the sum he had paid.
5. The risk of damage and/or loss of products rests upon the trader up to the moment of delivery to the consumer or a representative previous designated by the consumer and announced to the trader, unless this has explicitly been agreed otherwise.

Article 14 - Extended duration transactions: duration, termination and prolongation

Termination

1. The consumer has a right at all times to terminate an open-ended contract that was concluded for the regular supply of products (including electricity) or services, subject to the agreed termination rules and a period of notice that does not exceed one month.
2. The consumer has a right at all times to terminate a fixed-term contract that was concluded for the regular supply of products (including electricity) or services at the end of the fixed-term, subject to the agreed termination rules and a period of notice that does not exceed one month.
3. With respect to contracts as described in the first two paragraphs, the consumer can:
   - terminate them at all times and not be limited to termination at a specific time or during a specific period;
   - terminate them in the same way as that in which they were concluded;
   - always terminate them subject to the same period of notice as that stipulated for the trader.

Prolongation

4. A fixed-term contract that was concluded for the regular supply of products (including electricity) or services may not be automatically prolonged or renewed for a fixed period of time.
5. In departure from that which is stated in the previous paragraph, a fixed-term contract that has been concluded for the regular supply of daily or weekly newspapers or magazines may be automatically prolonged for a fixed term that does not exceed three months, if the consumer is at liberty to terminate this prolonged contract towards the end of the prolongation, with a period of notice that does not exceed one month.
6. A fixed-term contract that has been concluded for the regular supply of products or services may only be automatically prolonged for an indefinite period of time if the consumer has at all times the right to terminate, with a period of notice that does not exceed one month and, in the case of a contract to supply daily or weekly newspapers or magazines regularly but less than once per month, a period that does not exceed three months.
7. A fixed term contract for the regular supply, by way of introduction, of daily or weekly newspapers and magazines (trial subscriptions or introductory subscriptions) will not be automatically prolonged and will automatically terminate at the end of the trial period or introductory period.

Duration

8. If the fixed-term of a contract exceeds one year, then after one year the consumer has at all times a right to terminate, with a period of notice that does not exceed one month, unless reasonableness and fairness dictate that premature termination of the contract would be unacceptable.

Article 15 - Payment

1. As far as no other date is stipulated in the contract or supplementary conditions, sums payable by the consumer should be paid within 14 days after commencement of the withdrawal period, or in the absence of a withdrawal period within 14 days after the conclusion of the contract. In the case of a contract to provide a service, this 14-day period starts on the day after the consumer received confirmation of the contract.
2. When selling products to consumers, the general terms and conditions may never stipulate an advance payment in excess of 50%. Where advance payment is stipulated, the consumer cannot

invoke any rights whatsoever in relation to the implementation of the order or service(s) in question before the stipulated advance payment has been made.
3. The consumer is obliged to report immediately to the trader any inaccuracies in payment data provided or stated.
4. If a consumer fails to fulfil his payment obligation(s) in good time, after the trader has informed the consumer about the late payment, the consumer is allowed 14 days in which to fulfil the obligation to pay; if payment is not made within this 14-day period, statutory interest will be payable over the sum owed and the trader has the right to charge reasonable extrajudicial costs of collection he has incurred. These costs of collection amount to, at the most: 15% of unpaid sums up to €2,500; 10% over the next €2,500; and 5% over the next €5,000, with a minimum of €40. The trader can make departures from these sums and percentages that are favorable to the consumer.

Article 16 - Complaints procedure

1. The trader provides for a complaints procedure, that has been given sufficient publicity, and will deal with a complaint in accordance with this complaints procedure.
2. A consumer who has discovered shortcomings in the implementation of a contract must submit any complaints to the trader without delay, in full and with clear descriptions.
3. A reply to complaints submitted to the trader will be provided within a period of 14 days, calculated from the date of receipt. If it is anticipated that a complaint will require a longer processing time, then the trader will reply within 14 days, confirming receipt and indicating when the consumer can expect a more elaborate reply.
4. A complaint about a product, a service or the trader's service can also be submitted via a complaints form on the consumer's page of the website of Thuiswinkel.org, www.thuiswinkel.org The complaint is then sent both to the trader concerned and Thuiswinkel.org.
5. The consumer should give the trader a time period of at least 4 weeks to solve the complaint in joint consultation. After this period of time, the complaint becomes a dispute that is subject to the disputes settlement scheme.

Article 17 - Disputes

1. Contracts entered into between a trader and a consumer and which are subject to these general terms and conditions are subject only to Dutch law.
2. Disputes between a consumer and an trader over the conclusion or exercising of contracts relating to products and services to be supplied by this trader can be put before the Thuiswinkel Disputes Committee, P.O. Box 90600, 2509 LP in The Hague (www.sgc.nl), by either the consumer or the trader, with due observance of that which is stipulated below.
3. The Disputes Committee will only deal with a dispute if the consumer first put his complaint, without delay, to the trader.
4. If the complaint does not lead to a solution, the dispute should be submitted to the Disputes Committee no later than 12 months after the consumer submitted the complaint to the trader.
5. If a consumer wants to put a dispute before the Disputes Committee, the trader is bound by that choice. Preferably, the consumer notifies the trader first.
6. If a trader wishes to put a dispute before the Disputes Committee, then the consumer will indicate, in response to a written request made by the trader, whether he is in contract, or prefers the dispute to be dealt with by the competent law-court. If the consumer does not indicate his choice to the trader within a period of five weeks, then the trader has a right to put the dispute before the competent law-court.
7. Rulings of the Disputes Committee are subject to the conditions as stipulated in the regulations of the Disputes Committee. Decisions of the Disputes Committee take the form of binding advice.
8. The Disputes Committee will not deal with a dispute – or will terminate their intervention – if the trader has been granted a suspension of payments, gone bankrupt or has actually terminated business activities before the committee dealt with the dispute during a session and rendered a final ruling.
9. If, alongside the Thuiswinkel Disputes Committee, there is another competent disputes committee that is recognized or one that is affiliated with the Disputes Committee Foundation for Consumer Affairs (SGC) or the Complaints Institute Financial Services (Kifid), the Thuiswinkel Disputes Committee shall preferably have jurisdiction for disputes that relate principally to the sales method or to providing services long-distance. For all other disputes, this this will be the other disputes committee that is recognized by the SGC or affiliated with the Kifid.

Article 18 - Branch guarantee

1. Thuiswinkel.org guarantees the fulfilment of obligations of her members in relation to binding advices imposed on them by the Thuiswinkel Disputes Committee, unless the member decides to put the binding advice before a law-court for verification within two months after de date of that advice. In case of law-court verification the suspension of the guarantee will end and the guarantee will come into effect again upon the court ruling becoming final and conclusive, whereby the court has declared that the binding advice has binding effect. Up to a maximum sum of €10,000 per binding advice Thuiswinkel.org will pay this sum to the consumer. In case of sums higher than €10,000 per binding advice, the sum of €10,000 will be paid. In as far as the sum is higher than €10,000, Thuiswinkel.org has the obligation to take reasonable adequate efforts to pursue the member to fulfil the binding advice.
2. Application of this guarantee requires the consumer to submit a written appeal to Thuiswinkel.org and to transfer his claim on the trader to Thuiswinkel.org. In as far as the claim on the trader exceeds the sum of €10,000, the consumer will be offered the possibility to transfer his claim on the trader above the sum of €10,000 to Thuiswinkel.org, where after this organization will pursue payment of the claim in court on her own title and costs.

Article 19 - Additional or different stipulations

Additional stipulations or stipulations that differ from these general terms and conditions, may not be detrimental to the consumer and should be recorded in writing, or in such a way that consumers can store them in a readily accessible manner on a durable medium.

Article 20 - Amendment to the general terms and conditions of Thuiswinkel.org

1. Amendments to these terms and conditions will only come into effect after they have been published in the appropriate way, on the understanding that where amendments apply during the validity of an offer, the stipulation that is most favorable to the consumer will prevail.

Thuiswinkel.org
P.O. Box 7001, 6710 CB EDE, the Netherlands.

Rights can only be derived on the basis of the Dutch version of these general terms and conditions.

Appendix I: Model form for right of withdrawal

Model form for right of withdrawal

(this form should only be completed and returned if you want to withdraw from the contract)

- To: [trader's name]
  [trader's geographic address]
  [trader's fax number, if available]
  [trader's e-mail address or electronic address]

- I/we* herewith inform you that, in respect of our contract regarding
  The sale of the following products: [description of the product}*
  The delivery of the following digital content: [description of the digital content]*
  The supply of the following service: [description of the service]*

  I/we* exercise our right of withdrawal.

- Ordered on*/received on* [date of ordering services or receiving goods]
- [Consumer(s)' name]
- [Consumer(s)' address]
- [Consumer(s)' signature] (only if this form is submitted on paper)

*Delete or provide supplementary information, as applicable.