

1. Definitions

In these general terms and conditions, the following definitions apply:

1. Ancillary contract: a contract whereby the consumer obtains products, services and/or digital content in connection with a distance contract, whereby the delivery thereof takes place by the entrepreneur or by a third party on the basis of an agreement between this third party and the entrepreneur.
2. Reflection period: the period within which the consumer can make use of his right of dissolution.
3. Consumer: natural person, not acting in the exercise of a profession or business and distance contract with the web store.
4. Day: calendar day.
5. Durable data carrier: every means that enables the consumer or webshop to store information that is addressed to them, to store in a way that future consultation and unaltered reproduction of stored information.
6. Right of withdrawal: right of the consumer to renounce the distance contract.
7. Entrepreneur: the natural or legal person who offers distance products to consumers.
8. Distance contract: contract between consumer and web store, concluded at a distance using a reached by using a system designed for that purpose.
9. Written: written also means electronic communication, such as e-mail, provided that the identity of the sender and the authenticity of the communication is sufficiently certain.

2. General

1. These general terms and conditions apply to any offer from the entrepreneur and any distance contract concluded between Entrepreneur and consumer reached at a distance.
2. The agreement is concluded at the moment that the consumer accepts the offer of the operator and complies with the conditions stated in the offer.
3. Entrepreneur confirms the receipt of the acceptance of the offer without delay. Until the moment that the entrepreneur has sent this confirmation consumer can dissolve the agreement.
4. In exception to paragraph 2, the agreement is only concluded after the entrepreneur, within has been informed about the ability of the consumer to fulfil his payment obligations and of other facts and factors that are important to responsibly enter into a distance contract. distance. With sufficient grounds for refusal, the entrepreneur has the right to agreement, at least to dissolve or attach special conditions to the agreement. to the agreement.

3. Right of Dissolution

1. Consumer has the right to dissolve the agreement without giving any reason within 14 days after receipt of the product by the consumer or representative previously designated by the consumer, at least, in the case of a service or a supply of digital content which is not supplied on a tangible medium delivery, within 14 days after the conclusion of the contract.
2. If the consumer wishes to make use of the right of dissolution, he must within the reflection period in writing to the entrepreneur. The entrepreneur shall send a confirmation of this message without delay message.
3. If the consumer dissolves the agreement after having first expressly requested to perform, the consumer owes the entrepreneur an amount proportional to that part of the agreement that has been fulfilled by the entrepreneur at the moment of withdrawal, compared to the complete fulfilment of the agreement.
4. In case of full or partial delivery of digital content, not delivered on a tangible medium or an online service, within the withdrawal period, the consumer shall bear the entire costs upon rescission if:
 - a. he has expressly agreed, prior to the delivery, to start the performance of the contract before the end of the cooling-off period;
 - b. he has acknowledged losing his right of withdrawal when giving his consent; or
 - c. the entrepreneur has confirmed this statement of the consumer in writing.
5. If the consumer exercises his right of withdrawal, all additional contracts are be dissolved by operation of law.
6. Entrepreneur reimburses payments received from the consumer within fourteen days after dissolution. dissolution.

4. Exclusion right of dissolution

The right of dissolution is excluded for the following products:

1. that have been created by the entrepreneur in accordance with the consumer's specifications;
 - a. that are clearly personal in nature;
 - b. by their nature can not be returned;
 - c. whose price is subject to fluctuations in the financial market that are beyond the store has no influence;
 - d. for audio and video recordings and computer software of which the consumer has broken the seal
 - e. the delivery of digital content other than on a tangible medium, but only if:
 - i. the performance has begun with the express prior consent of the consumer; and
 - ii. the consumer has declared that he thereby loses his right of rescission;
 - f. contracts relating to leisure activities, if the contract provides for a specific date or period of performance thereof is provided for;
 - g. service contracts, after full performance of the service, but only if:
 - iii. performance has begun with the express prior consent of the consumer; and
 - iv. the consumer has declared that he loses his right of dissolution as soon as the the entrepreneur has fully performed the contract;

5. Term Agreements

1. The consumer may contract for indefinite and that extends to the regular delivery of regular delivery of products or services, at any time terminate taking into account the applicable termination rules and a notice of up to one month.
2. The consumer may contract for a definite period and that extends to the regular delivery of products or services at any time towards the end of that agreement with due accordance with the agreed termination rules and a notice period of up to one month. one month.
3. Agreements entered into for a definite period and which provide for the regular delivery of products or services, may be tacitly extended for an indefinite period of time and give the consumer the right consumer the right to terminate at any time after the initial period with a notice period of one month.
4. Agreements with a duration of more than one year, may be terminated by the consumer after one year at all
5. Contracts with a duration of more than one year may be terminated by the consumer after one year at any time with a notice period of one month, unless the reasonableness and fairness against termination before the end of the year. against termination before the end of the agreed duration.

6. Payment

1. Unless otherwise stipulated in the agreement or additional conditions, the amounts owed by the consumer owed amounts to be paid within 14 days after the start of the reflection period, or in the absence of a reflection period within 14 days after the conclusion of the agreement. In the case of an agreement to provide a service, this period begins on the day after the consumer receives the confirmation of the agreement.
2. The consumer has the duty to inaccuracies in payment data provided or stated immediately to the entrepreneur.

7. Complaints and Disputes

1. Contracts between trader and consumer are exclusively governed by Dutch law.
2. Complaints about the performance of the contract must be made within a reasonable time, but at the latest within 7 days after the consumer has discovered the defects. 7 days after the consumer has found the defects, fully and clearly described in writing to the entrepreneur. be reported to the entrepreneur.
3. Complaints submitted to the entrepreneur will be answered within 14 days after receipt of the complaint. If the complaint cannot be resolved within 14 days, the entrepreneur will timely report this If the complaint cannot be resolved within 14 days, the entrepreneur will timely notify and give an indication of the period within which the consumer may expect a solution. expect a solution.
4. The consumer also has the right to submit complaints to the General Disputes Committee or to make use of ODR via <https://webgate.ec.europa.eu/odr/>