

## GENERAL

### General

#### General Terms and Conditions for non-members of the Dutch Thuiswinkelorganisatie

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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 can make use of his right of withdrawal; 2. Consumer: the natural person who does not act in the exercise of a profession or business and enters into a distance contract with the entrepreneur; 3. Day: calendar day; 4. Duration transaction: a distance contract relating to a series of products and/or services, of which the delivery and/or purchase obligation is spread over time; 5. Durable data carrier: any means that enables the consumer or entrepreneur to store information that is addressed to him personally in a way that allows future consultation and unaltered reproduction of the stored information. 6. Right of withdrawal: the possibility for the consumer to renounce the distance contract within the cooling-off period; 7. Entrepreneur: the natural or legal person who offers products and / or services to consumers at a distance; 8. Distance contract: an agreement whereby, in the context of a system organized by the entrepreneur for distance selling of products and / or services, up to and including the conclusion of the agreement, exclusive use is made of one or more techniques for distance communication; 9. Technique for distance communication: means that can be used to conclude an agreement, without the consumer and entrepreneur being together in the same room at the same time.

#### Article 2 - Identity of the entrepreneur

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Where the activity of the economic operator is subject to a relevant licensing scheme: the information on the supervisory authority: If the economic operator pursues a regulated profession: - the professional association or organisation to which he is affiliated, - the professional title, the place in the EU or the European Economic Area where it was awarded; - a reference to the professional rules that apply in the Netherlands and indications where and how these professional rules are accessible.

#### Article 3 - Applicability

1. These general terms and conditions apply to every offer made by the entrepreneur and to every distance contract concluded 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, before the distance contract is concluded, it will be indicated that the general terms and conditions can be viewed by the entrepreneur and they will be sent free of charge at the request of the consumer as soon as possible. 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 may be made available to the consumer electronically in such a way that it can be easily stored by the consumer on a durable data carrier. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general terms and conditions can be read electronically and that they will be sent free of charge at the request of the consumer 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 apply mutatis mutandis and the consumer can always invoke the applicable provision that is most favorable to him in the event of conflicting general terms and conditions.

#### Article 4 - The offer

1. If an offer has a limited period of validity or is subject to conditions, this will be explicitly stated in the offer. 2. The offer contains a complete and accurate description of the products and/or services offered. The description shall be sufficiently detailed to allow a proper assessment of the offer by the consumer. If the entrepreneur uses images, these are a true representation of the products and / or services offered. Obvious mistakes or obvious errors in the offer do not bind the entrepreneur. 3. Each offer contains such information that it is clear to the consumer what the rights and obligations are that are attached to the acceptance of the offer. This concerns in particular: o the price including taxes; o the possible costs of delivery; o the manner in which the

agreement will be concluded and which actions are required for this; o whether or not the right of withdrawal applies; o the method of payment, delivery and execution of the agreement; o the period for acceptance of the offer, or the period within which the entrepreneur guarantees the price; o the amount of the rate for distance communication if the costs of using the technique for distance communication are calculated on a basis other than the regular basic rate for the means of communication used; o whether the agreement is archived after its conclusion, and if so how it can be consulted by the consumer; o the way in which the consumer, before concluding the agreement, can check the data provided by him in the context of the agreement and, if desired, restore it; o any other languages in which, in addition to Dutch, the agreement can be concluded; o the codes of conduct to which the entrepreneur has submitted and the way in which the consumer can consult these codes of conduct electronically; and o the minimum duration of the distance contract in the event of a duration transaction.

#### Article 5 - The agreement

1. Subject to the provisions of paragraph 4, the agreement is concluded at the time of acceptance by the consumer of the offer and the fulfilment of the conditions set therein. 2. If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm receipt of the acceptance of the offer electronically. 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 ensure a secure web environment. If the consumer can pay electronically, the entrepreneur will observe appropriate security measures. 4. The entrepreneur can - within legal frameworks - inform himself whether the consumer can meet his payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the distance contract. If, on the basis of this investigation, the entrepreneur 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. The entrepreneur will send the following information with the product or service to the consumer, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable data carrier: a. the visiting address of the entrepreneur's establishment where the consumer can go with complaints; b. the conditions under which and the way in which the consumer can make use of the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal; c. the information about guarantees and existing after-sales service; d. the information included in Article 4 paragraph 3 of these terms and conditions, unless the entrepreneur has already provided this information to the consumer before the execution of the agreement; e. the requirements for termination of the agreement if the agreement has a duration of more than one year or is of indefinite duration. 6. In the case of a long-term transaction, the provision in the previous paragraph only applies to the first delivery.

#### Article 6 - Right of withdrawal Upon delivery of products:

1. When purchasing products, the consumer has the option to dissolve the agreement without giving reasons for 14 days. This cooling-off period starts on the day after receipt of the product by the consumer or a representative designated in advance by the consumer and made known to the entrepreneur. 2. During the cooling-off period, the consumer will handle the product and the packaging with care. He will only unpack or use the product to the extent necessary to assess whether he wishes to keep the product. If he exercises his right of withdrawal, he will return the product with all accessories and - if reasonably possible - in the original condition and packaging to the entrepreneur, in accordance with the reasonable and clear instructions provided by the entrepreneur. Upon delivery of services: 3. Upon delivery of services, the consumer has the option to dissolve the agreement without giving reasons for at least fourteen days, starting on the day of entering into the agreement. 4. In order to make use of his right of withdrawal, the consumer will focus on the reasonable and clear instructions provided by the entrepreneur with the offer and / or at the latest with the delivery.

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

1. If the consumer exercises his right of withdrawal, at most the costs of return shall be borne by him. 2. If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible, but no later than 30 days after the return or withdrawal.

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

1. The entrepreneur can exclude the consumer's right of withdrawal insofar as provided for in paragraphs 2 and 3. The exclusion of the right of withdrawal only applies if the entrepreneur has clearly stated this in the offer, at least in time for the conclusion of the agreement. 2. Exclusion of the right of withdrawal is only possible for products: a. that have been created by the entrepreneur in accordance with the consumer's specifications; b. which are clearly personal in nature; c. which by their nature cannot be returned; d. that can spoil or age quickly; e. the price of which is subject to fluctuations in the financial market over which the entrepreneur has no influence; f. for individual newspapers and magazines; g. for audio and video recordings and computer software of which the consumer has broken the seal. 3. Exclusion of the right of withdrawal is only possible for services: a. concerning accommodation, transport, restaurant business or leisure activities to be performed on a certain date or during a certain period; b. the delivery of which has started with the express consent of the consumer before the cooling-off period has expired; c. concerning bets and lotteries.

#### Article 9 - The price

1. During the period of validity stated in the offer, the prices of the products and/or services offered will not be increased, except for price changes as a result of 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 on which the entrepreneur has no influence, with variable prices. This commitment to fluctuations and the fact that any prices stated are target prices are stated in the offer. 3. Price increases within 3 months after the conclusion of the agreement are only permitted if they are the result of statutory regulations or provisions. 4. Price increases from 3 months after the conclusion of the agreement are only permitted if the entrepreneur has stipulated this and: a. these are the result of statutory regulations or provisions; or b. the consumer has the authority to terminate the agreement with effect from the day on which the price increase takes effect. 5. The prices stated in the

offer of products or services include VAT.

#### Article 10 - 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 legal provisions and / or government regulations existing on the date of the conclusion of the agreement. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use. 2. A guarantee provided by the entrepreneur, manufacturer or importer does not affect the legal rights and claims that the consumer can assert against the entrepreneur on the basis of the agreement.

#### Article 11 - Delivery and execution

1. The entrepreneur will take the greatest possible care when receiving and executing orders for products and when assessing requests for the provision of services. 2. The place of delivery is the address that the consumer has made known to the company. 3. With due observance of what is stated in article 4 of these general terms and conditions, the company will execute accepted orders expeditiously but no later than within 30 days unless a longer delivery period has been agreed. If the delivery is delayed, or if an order cannot be executed or can only be partially executed, the consumer will receive notice of this no later than 30 days after he has placed the order. In that case, the consumer has the right to dissolve the agreement without costs and is entitled to any compensation. 4. In the event of dissolution in accordance with the previous paragraph, the entrepreneur will refund the amount that the consumer has paid as soon as possible, but no later than 30 days after dissolution. 5. If delivery of an ordered product proves to be impossible, the entrepreneur will make every effort to make a replacement article available. At the latest upon delivery, it will be reported in a clear and comprehensible manner that a replacement item is being delivered. In the case of replacement items, the right of withdrawal cannot be excluded. The costs of any return shipment are for the account of the entrepreneur. 6. The risk of damage and / or loss of products rests with the entrepreneur until the moment of delivery to the consumer or a pre-designated representative made known to the entrepreneur, unless expressly agreed otherwise.

#### Article 12 - Duration transactions: duration, termination and extension Termination

1. The consumer can terminate an agreement that has been entered into for an indefinite period of time and that extends to the regular delivery of products (including electricity) or services, at any time with due observance of the agreed termination rules and a notice period of no more than one month. 2. The consumer can terminate an agreement that has been entered into for a definite period and that extends to the regular delivery of products (including electricity) or services, at any time at the end of the fixed term with due observance of the agreed termination rules and a notice period of no more than one month. 3. The consumer can terminate the agreements referred to in the previous paragraphs at any time and not be limited to termination at a certain time or in a certain period; o at least cancel in the same way as they have been entered into by him; o always cancel with the same notice period as the entrepreneur has stipulated for himself. Extension 4. An agreement that has been entered into for a definite period and that extends to the regular delivery of products (including electricity) or services may not be tacitly extended or renewed for a certain period of time. 5. Contrary to the previous paragraph, an agreement that has been entered into for a definite period and that extends to the regular delivery of daily news and weekly newspapers and magazines may be tacitly extended for a fixed period of up to three months, if the consumer can terminate this extended agreement at the end of the extension with a notice period of no more than one month. 6. An agreement that has been entered into for a definite period and that extends to the regular delivery of products or services may only be tacitly extended for an indefinite period if the consumer may terminate at any time with a notice period of no more than one month and a notice period of no more than three months in case the agreement extends to the arranged, but less than once a month, delivering daily, news and weekly newspapers and magazines. 7. An agreement with a limited duration to the regular delivery of daily, news and weekly newspapers and magazines (trial or introductory subscription) will not be tacitly continued and will automatically end at the end of the trial or introductory period. Duration 8. 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 reasonableness and fairness oppose termination before the end of the agreed duration.

#### Article 13 - Payment

1. Unless otherwise agreed, the amounts owed by the consumer must be paid within 14 days after the start of the cooling-off period as referred to in Article 6 paragraph 1. In the case of an agreement to provide a service, this period starts after the consumer has received the confirmation of the agreement. 2. When selling products to consumers, an advance payment of more than 50% may never be stipulated in general terms and conditions. When advance payment has been stipulated, the consumer cannot assert any right regarding the execution of the relevant order or service (s) before the stipulated advance payment has taken place. 3. The consumer has the duty to report inaccuracies in provided or stated payment details to the entrepreneur without delay. 4. In the event of non-payment by the consumer, the entrepreneur has the right, subject to legal restrictions, to charge the reasonable costs made known to the consumer in advance.

#### Article 14 - Complaints procedure

1. The entrepreneur has a sufficiently 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 within a reasonable time, fully and clearly described, 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 message of receipt and an indication when the consumer can expect a more detailed answer. 4. If the complaint cannot be resolved by mutual agreement, a dispute arises that is susceptible to the dispute settlement.

#### Article 15 - Disputes

1. Agreements between the entrepreneur and the consumer to which these general terms and conditions relate, are exclusively governed by Dutch law.

#### Article 16 - Additional or different provisions

Additional or deviating provisions from these general 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 data carrier. General The following applies to the web page. By using the web page you agree to this disclaimer. Privacy statement You can visit this website without telling us who you are or providing any information about yourself. However, there are situations where we need information from you to, for example, correspond with you, make a reservation or make a registration. We strive to let you know at all times before we collect personal information over the Internet. This website keeps track of the number of visitors, the websites from which they come and through which provider one has access to the internet by means of a counter. The results shall only be used in aggregated form which cannot be traced back to individuals. Collected (personal) data will not be sold or made available to third parties. This is subject to special circumstances, for example if required by law. You can also request at any time to have your data removed from our files Exclusion of liability All information on this web page is intended for personal use. No rights can be derived from the information. Changes and typing errors are reserved. We make every effort to ensure that the information on this web page is as complete and accurate as possible. Urinoirmatshop.nl does not accept any responsibility for damage in any way whatsoever caused by use, incompleteness or inaccuracy of the information offered on this website. Availability The information and recommendations on this website are subject to change without prior warning or notice. We make every effort to make this web page available as much as possible, but we do not accept any liability for any consequences of (temporary) unavailability. Copyright and intellectual property rights The copyright on this website rests with Hashteckel or with third parties who have made this (image) material available to Hashteckel with permission. Reproduction in any form whatsoever is only permitted with the prior consent of Hashteckel.