

General Terms and Conditions for Members of the WebwinkelKeur Foundation

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Article 1 – Definitions

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

- **Cooling-off Period:** the period in which the consumer can exercise their right of withdrawal;
- **Consumer:** the natural person who does not act in the course of a profession or business and enters into a distance contract with the entrepreneur;
- **Day:** calendar day;
- **Duration Transaction:** a distance contract concerning a series of products and/or services, where the delivery and/or provision obligation is spread over time;
- **Durable Medium:** any means that allows the consumer or entrepreneur to store information addressed personally to them in a way that enables future consultation and unchanged reproduction of the stored information;
- **Right of Withdrawal:** the possibility for the consumer to withdraw from the distance contract within the cooling-off period;
- **Model Withdrawal Form:** the model form for withdrawal provided by the entrepreneur that a consumer can fill out when they wish to exercise their right of withdrawal;
- **Entrepreneur:** the natural or legal person who offers products and/or services to consumers at a distance;

- **Distance Contract:** a contract whereby, in the context of a system organized by the entrepreneur for distance selling of products and/or services, only one or more techniques for distance communication are used up to and including the conclusion of the contract;
- **Technique for Distance Communication:** a means that can be used for concluding a contract, without the consumer and entrepreneur being simultaneously in the same place;
- **General Terms and Conditions:** these General Terms and Conditions of the entrepreneur.

Article 2 – Identity of the Entrepreneur

- **Name of Entrepreneur:** Jurgen Langezaal mode B.V.
- **Registered Address:** Langestraat 29, 7511 HB Enschede
- **Visiting Address:** van Loenshof 15, Enschede
- **Telephone Number:** 053-7400290
- **Email Address:** info@jurgenlangezaal.nl
- **Chamber of Commerce Number:** 64647447
- **VAT Identification Number:** NL855760527B01

Article 3 – Applicability

These General 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. 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, it will be indicated before the distance contract is concluded that the General Terms and Conditions can be viewed at the entrepreneur's premises and that they will be sent to the consumer free of charge as soon as possible upon request.

If the distance contract is concluded electronically, then, deviating from the previous paragraph, the text of these General Terms and Conditions can be made available to the consumer electronically in a manner that allows the consumer to save it easily on a durable medium. If this is not reasonably feasible, it will be indicated before the distance contract is concluded where the General Terms and Conditions can be accessed electronically and that they will be sent free of charge at the consumer's request.

In the event that, in addition to these General Terms and Conditions, specific product or service conditions apply, the second and third paragraphs shall apply accordingly, and the consumer may always invoke the provision that is most favorable to them in the event of conflicting General Terms and Conditions.

If one or more provisions in these General Terms and Conditions are at any time wholly or partially void or annulled, the remainder of the agreement and these conditions shall remain in force, and the relevant provision shall be replaced by a provision that closely approximates the intent of the original.

Situations not covered by these General Terms and Conditions shall be evaluated in accordance with the spirit of these General Terms and Conditions. Ambiguities regarding the explanation or

content of one or more provisions of our conditions shall be interpreted according to the spirit of these General Terms and Conditions.

Article 4 – The Offer

If an offer has a limited validity period or is made under conditions, this will be explicitly stated in the offer.

The offer is non-binding. The entrepreneur is entitled to change and adjust the offer.

The offer contains a complete and accurate description of the offered products and/or services.

The description is sufficiently detailed to enable the consumer to make a good assessment of the offer. If the entrepreneur uses images, these are a truthful representation of the products and/or services offered. Obvious mistakes or errors in the offer do not bind the entrepreneur. All images, specifications, and data in the offer are indicative and cannot lead to compensation or dissolution of the agreement.

Images of products are a truthful representation of the offered products. The entrepreneur cannot guarantee that the displayed colors exactly match the actual colors of the products.

Each offer contains such information that it is clear to the consumer what the rights and obligations are that are connected with the acceptance of the offer, particularly regarding:

- the price including taxes;
- possible shipping costs;
- the manner in which the agreement will be concluded and what actions are required for that;
- the applicability of the right of withdrawal;
- the method of payment, delivery, and execution of the agreement;
- the period for acceptance of the offer or the period during which the entrepreneur guarantees the price;
- the rate for distance communication if the costs for using the technique for distance communication are calculated differently from the standard base rate for the communication means used;
- whether the agreement will be archived after its conclusion, and if so, how the consumer can consult it;
- the manner in which the consumer can check and, if desired, correct the details they provided in the context of the agreement before concluding the agreement;
- any other languages in which the agreement may be concluded, in addition to Dutch;
- the codes of conduct to which the entrepreneur is subject and how the consumer can consult these codes electronically;
- the minimum duration of the distance agreement in the case of a duration transaction.

Article 5 – The Agreement

The agreement is concluded at the moment of acceptance by the consumer of the offer and meeting the associated conditions, unless otherwise provided in paragraph 4.

If the consumer has accepted the offer electronically, the entrepreneur will confirm the receipt

of the acceptance of the offer electronically without delay. As long as the receipt of this acceptance has not been confirmed by the entrepreneur, the consumer can dissolve the agreement.

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 safe web environment. If the consumer can pay electronically, the entrepreneur will take appropriate security measures for this.

The entrepreneur can, within legal frameworks, obtain information about whether the consumer can meet their payment obligations, as well as of all facts and factors that are important for a responsible conclusion of the distance agreement. If the entrepreneur has good reasons, based on this investigation, not to enter into the agreement, they are entitled to refuse an order or request with justification or to attach special conditions to the execution.

The entrepreneur will send the consumer the following information, in writing or in such a way that the consumer can store it accessibly on a durable medium:

- the visiting address of the entrepreneur's establishment where the consumer can go for complaints;
- the conditions under which and the manner in which the consumer can exercise their right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
- information about warranties and existing service after purchase;
- the data mentioned in Article 4 paragraph 3 of these terms, unless the entrepreneur has provided these data to the consumer before the execution of the agreement;
- the requirements for termination of the agreement if the agreement has a duration of more than one year or is of indefinite duration.

In the case of a duration transaction, the provision in the previous paragraph only applies to the first delivery.

Every agreement is concluded under the suspensive conditions of sufficient availability of the relevant products.

Article 6 – Right of Withdrawal

In Case of Delivery of Products:

When purchasing products, the consumer has the possibility to dissolve the agreement without stating reasons within 14 days. This cooling-off period starts the day after the consumer or a representative designated by the consumer and previously announced to the entrepreneur has received the product.

During the cooling-off period, the consumer will handle the product and its packaging with care. They will only unpack or use the product to the extent necessary to assess whether they wish to keep the product. If they wish to exercise their right of withdrawal, they will return the product with all delivered 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.

When the consumer wishes to exercise their right of withdrawal, they are obliged to notify the

entrepreneur within 14 days of receiving the product. Notification must be made using the model withdrawal form. After the consumer has indicated that they wish to exercise their right of withdrawal, they must return the product within 14 days. The consumer must prove that the delivered goods have been returned in time, for example, by means of proof of shipment. If the customer has not indicated that they wish to exercise their right of withdrawal within the aforementioned periods in paragraphs 2 and 3 or has not returned the product to the entrepreneur, the purchase is final.

In Case of Delivery of Services:

When delivering services, the consumer has the possibility to dissolve the agreement without stating reasons for at least 14 days, starting from the day the agreement is concluded. To exercise their right of withdrawal, the consumer will follow the reasonable and clear instructions provided by the entrepreneur in the offer and/or at the latest upon delivery.

Article 7 – Costs in Case of Withdrawal

If the consumer exercises their right of withdrawal, the maximum costs of return shipping will be borne by the consumer.

If the consumer has made a payment, the entrepreneur will refund this amount as soon as possible, but no later than 14 days after the withdrawal, provided that the product has already been received by the retailer or that conclusive proof of complete return shipment can be provided. The refund will be made via the same payment method used by the consumer, unless the consumer explicitly agrees to a different payment method.

In the case of damage to the product due to negligent handling by the consumer themselves, the consumer is liable for any depreciation of the product.

The consumer cannot be held liable for depreciation of the product if the entrepreneur has not provided all legally required information about the right of withdrawal, which should have been done before the conclusion of the sales agreement.

Article 8 – Exclusion of the Right of Withdrawal

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 applies only if the entrepreneur has clearly stated this in the offer, at least in a timely manner before the conclusion of the agreement.

Exclusion of the right of withdrawal is only possible for products:

- made by the entrepreneur according to the specifications of the consumer;
- which are clearly personal in nature;
- which, by their nature, cannot be returned;
- which can spoil or age quickly;
- whose price is subject to fluctuations in the financial market which the entrepreneur cannot control;

- for newspapers and magazines;
- for audio and video recordings and computer software which the consumer has broken the seal;
- for hygiene products of which the consumer has broken the seal.

Exclusion of the right of withdrawal is only possible for services:

- regarding accommodations, transport, restaurant services, or entertainment provided on a specific date or within a specific period;
- whose delivery has begun with the explicit consent of the consumer before the cooling-off period has expired;
- concerning bets and lotteries.

Article 9 – The Price

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

Notwithstanding the previous paragraph, the entrepreneur may offer products or services with prices subject to fluctuations in the financial market and which the entrepreneur cannot influence, with variable prices. This dependency on fluctuations and the fact that any stated prices are guide prices shall be indicated in the offer.

Price increases within 3 months after the conclusion of the agreement are only allowed if they result from legal regulations or stipulations.

Price increases after 3 months following the conclusion of the agreement are only allowed if the entrepreneur has made this conditionally and:

- are the result of legal regulations or stipulations; or
- the consumer has the right to terminate the agreement effective from the day on which the price increase takes effect.

The prices mentioned in the offer for products or services are inclusive of VAT.

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

Article 10 – Conformity and Warranty

The entrepreneur guarantees that the products and/or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or usability, and the existing legal provisions and/or government regulations on the date the agreement was concluded. If agreed, the entrepreneur also guarantees that the product is suitable for use other than normal use.

A warranty provided by the entrepreneur, manufacturer, or importer does not affect the legal rights and claims that the consumer can invoke against the entrepreneur based on the agreement.

Any defects or incorrect deliveries must be reported to the entrepreneur in writing within 4 weeks of delivery. Return of the products must be done in the original packaging and in new condition.

The warranty period of the entrepreneur aligns with the manufacturer's warranty period. However, the entrepreneur is never responsible for the final suitability of the products for any individual application by the consumer, nor for any advice regarding the use or application of the products.

The warranty does not apply if:

- the consumer has repaired and/or modified the delivered products themselves or has had them repaired and/or modified by third parties;
- the delivered products have been exposed to abnormal conditions or have been handled carelessly or contrary to the instructions of the entrepreneur and/or have been treated according to the packaging;
- the defect is wholly or partially the result of regulations that the government has imposed or will impose regarding the nature or quality of the materials used.

Article 11 – Delivery and Execution

The entrepreneur will exercise the greatest possible care in receiving and executing orders for products and in assessing requests for the provision of services.

The delivery address shall be the address the consumer has made known to the company. Subject to what has been stated in paragraph 4 of this article, the company will execute accepted orders with due speed, but no later than within 30 days, unless the consumer has agreed to a longer delivery period. If delivery is delayed, or if an order cannot be executed or only partially executed, the consumer shall be notified no later than 30 days after placing the order. In that case, the consumer has the right to dissolve the agreement without costs. The consumer has no right to compensation.

All delivery periods are indicative. The consumer cannot derive any rights from any stated periods. Exceeding a deadline does not entitle the consumer to compensation.

In case of dissolution according to paragraph 3 of this article, the entrepreneur will refund the amount paid by the consumer as soon as possible, but no later than 14 days after dissolution. If delivery of a purchased product is impossible, the entrepreneur shall strive to make a replacement item available. No later than upon delivery, it will be clearly and understandably stated 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 borne by the entrepreneur.

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

Article 12 – Duration Transactions: Duration, Cancellation, and Renewal

Cancellation

The consumer may cancel a distance contract that has been entered into for an indefinite period and which serves the regular delivery of products (including electricity) or services at any time, with observance of the agreed cancellation rules and a cancellation period of up to one month.

The consumer may cancel a distance contract that has been entered into for a fixed period and which serves the regular delivery of products (including electricity) or services at any time in advance of the end of the fixed duration with observance of the agreed cancellation rules and a cancellation period of up to one month.

The consumer may cancel the agreements mentioned in the previous paragraphs:

- at any time and not be limited to cancellation at a specific time or in a specific period;
- at least cancel in the same way as they were entered into by him;
- always cancel with the same cancellation period as the entrepreneur has stipulated for themselves.

Renewal

An agreement concluded for a fixed period that serves the regular delivery of products (including electricity) or services may not be silently renewed or extended for a certain period. Notwithstanding the previous paragraph, an agreement concluded for a fixed period that serves the regular delivery of daily, weekly, and monthly newspapers and magazines may be silently renewed for a fixed period of up to three months if the consumer can cancel this extended agreement in advance of the renewal with a cancellation period of up to one month.

A fixed-term agreement that serves the regular delivery of products or services may only be silently extended for an indefinite duration if the consumer may cancel at any time with a cancellation period of up to one month and a cancellation period of up to three months in the event that the agreement concerns the regular but less than monthly delivery of daily, weekly, and monthly newspapers and magazines.

An agreement of limited duration for the regular promotional delivery of daily, weekly, and monthly newspapers and magazines (trial or promotional subscription) does not continue silently and ends automatically after the trial or promotional period.

Duration

If an agreement has a duration of more than a year, the consumer is entitled to cancel the agreement at any time with a cancellation period of no more than one month after one year, unless the reasonableness and fairness oppose cancellation before the end of the agreed duration.

Article 13 – Payment

Unless otherwise agreed, the amounts owed by the consumer shall be paid within 7 days after the start of the cooling-off period as stated in Article 6 paragraph 1. In the case of an agreement for the provision of a service, this period begins after the consumer has received confirmation of the agreement.

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

In the event of default by the consumer, the entrepreneur, without prejudice to legal limitations, has the right to charge the pre-announced reasonable costs to the consumer.

Article 14 – Complaints Procedure

The entrepreneur has a sufficiently publicized complaints procedure and handles the complaint according to this complaints procedure.

Complaints regarding the performance of the agreement must be submitted to the entrepreneur in full and clearly described within 7 days after the consumer has identified the defects.

Complaints submitted to the entrepreneur will be answered within 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the entrepreneur will respond within 14 days with a confirmation of receipt and an indication of when the consumer can expect a more detailed response.

If the complaint cannot be resolved by mutual agreement, a dispute arises that is subject to the dispute resolution procedure.

In the case of complaints, the consumer must first turn to the entrepreneur. If the webshop is a member of the WebwinkelKeur Foundation and complaints cannot be resolved by mutual agreement, the consumer must turn to the WebwinkelKeur Foundation (webwinkelkeur.nl) for free mediation. Check whether this webshop has a current membership at <https://www.webwinkelkeur.nl/leden/>. If no solution is reached, the consumer has the option to have their complaint handled by the independent dispute committee appointed by the WebwinkelKeur Foundation; the ruling of this committee is binding and both the entrepreneur and the consumer agree to this binding ruling. There are costs associated with submitting a dispute to this dispute committee, which the consumer must pay to the relevant committee. It is also possible to register complaints via the European ODR platform (<http://ec.europa.eu/odr>). A complaint does not suspend the entrepreneur's obligations unless the entrepreneur states otherwise in writing.

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

Article 15 – Disputes

Only Dutch law is applicable to agreements between the entrepreneur and the consumer to which these general terms and conditions apply. This also applies if the consumer resides abroad.

The Vienna Sales Convention does not apply.

Article 16 – Supplementary or Deviating Provisions

Supplementary or deviating provisions from these general terms and conditions may not disadvantage 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.