

## **General Terms and Conditions of the Foundation Webshop Trustmark**

The General Terms and Conditions of the Dutch Foundation Webshop Trustmark [Stichting Webshop Keurmerk] were drafted in consultation with the Consumer's Association [Consumentenbond] in the context of the Self-Regulation Coordination Group [Coördinatiegroep Zelfreguleringsoverleg CZ] of the Socioeconomic Council [Sociaal-economische Raad] and come into force on 1 June 2014.

These General Terms and Conditions will be used by all members of the Foundation Webshop Trustmark with the exception of financial services as referred to in the Financial Supervision Act [Wet Financieel Toezicht] and in so far as these services are supervised by the Netherlands Authority for the Financial Markets [Autoriteit Financiële Markten].

### **Contents:**

Article 1 - Definitions

Article 2 - The Entrepreneur's Identity

Article 3 - Applicability

Article 4 - The offer

Article 5 - The agreement

Article 6 - Right of withdrawal

Article 7 - Consumer's obligations during the reflection period

Article 8 - Exercising the Consumer's right of withdrawal and the costs

Article 9 - Entrepreneur's obligation in case of withdrawal

Article 10 - Exclusion of the right of withdrawal

Article 11 - The price

Article 12 - Compliance and extra guarantee

Article 13 - Delivery and execution

Article 14 - Payment

Article 15 - Complaints procedure

Article 16 - Disputes

Article 17 - Sector guarantee

Article 18 - Additional or deviating provisions

Article 19 - Amendment to the General Terms and Conditions of Webshop Trustmark

### **Article 1 - Definitions**

In these Terms and Conditions, the following terms will have the following meanings:

1. **Additional agreement:** an agreement in which the Consumer acquires products, digital content and/or services with respect to a distance agreement and these goods, digital content and/or services are delivered by the Entrepreneur or a third party on the basis of an arrangement between this third party and the Entrepreneur;
2. **Reflection Period:** the period during which the Consumer may use his right of withdrawal;
3. **Consumer:** the natural person who does not act for purposes related to his commercial, trade, craft or professional activities;
4. **Day:** calendar day, excluding Sundays and holidays;
5. **Digital Content:** data produced and delivered in digital form;
6. **Long-term data carrier:** any means, including e-mail, that allow the Consumer or the Entrepreneur to store information directed to him personally in such a manner that makes future consultation and use possible during a period that matches the purpose for which the information is destined and which makes unaltered reproduction of the stored information possible;
7. **Right of withdrawal:** the Consumer's option not to proceed with the distance agreement within the cooling-off period;
8. **Entrepreneur:** the natural or legal person who is a member of the Foundation Webshop Trustmark and who provides products, (access to) digital content and/or services to Consumers at a distance;
9. **Distance contract:** a contract concluded between the Entrepreneur and the Consumer within the scope of an organized system for sale of products, digital content and/or services at a distance, whereby exclusive or additional use is made of one or more technologies of distance communication up to and including the conclusion of the contract;
10. **Technology for distance communication:** a means to be used for concluding an agreement without the Consumer and the Entrepreneur being together in the same place at the same time.

## Article 2 - The Entrepreneur's Identity

Name of Entrepreneur: Hollandbikeshop.com

Business address: Molenweer 22, 2291NR Wateringen Netherlands

Phone number: +31 70 300 00 44 - Available between 12.00 p.m. and 16.30 p.m. CET

Fax number: +31 84 838 66 86

E-mail address: info@hollandbikeshop.com

Chamber of Commerce number: 59481382

VAT identification number: NL853515360B01

## Article 3 - Applicability

1. The General Terms and Conditions apply to any offer from the Entrepreneur and to any distance contract by the Entrepreneur and the Consumer.
2. Before concluding a distance contract, the Entrepreneur will make the text of these General Terms and Conditions available to the Consumer. If this is reasonably impossible, the Entrepreneur will indicate in what way the General Terms and Conditions can be inspected at the Entrepreneur's and that they will be sent free of charge if so requested, as soon as possible.
3. If the distance contract is concluded electronically, the text of these General Terms and Conditions, in deviation from the previous section and before the distance contract is concluded, may also be supplied to the Consumer electronically in such a way that the Consumer can easily store it on a long-term data carrier. If this is reasonably impossible, it will be specified where the General Terms and Conditions can be viewed electronically and that they will be sent to the Consumer at the Consumer's request free of charge, either via electronic means or otherwise, before concluding the distance contract.

4. In the event that specific product or service conditions apply in addition to these General Terms and Conditions, the second and third paragraphs will apply accordingly, and in the event of contradictory terms and conditions, the Consumer may always appeal to the applicable provision that is most favorable to him.

#### **Article 4 - The offer**

1. If an offer is of limited duration or if certain conditions apply, it will be explicitly stated in the offer.
2. The offer contains a full and accurate description of the products, digital content and/or services offered. The description is suitably detailed to enable the Consumer to assess the products, services and/or digital content adequately. If the Entrepreneur makes use of pictures, they are truthful images of the products, services and/or digital content provided. Obvious errors or mistakes in the offer do not bind the Entrepreneur.
3. All offers contain such information that it is clear to the Consumer what rights and obligations are attached to accepting the offer.

#### **Article 5 - The agreement**

1. Subject to the provisions in paragraph 4, the contract becomes valid when the Consumer has accepted the offer and fulfilled the terms and conditions set.
2. If the Consumer accepted the offer via electronic means, the Entrepreneur will promptly confirm receipt of acceptance of the offer via electronic means. As long as the receipt of said acceptance has not been confirmed, the Consumer may repudiate the contract.
3. If the contract is concluded electronically, the Entrepreneur will take appropriate technical and organizational measures for the electronic data transfer and ensure a safe web environment. If the Consumer can pay electronically, the Entrepreneur will observe appropriate security measures.
4. The Entrepreneur may, within the limits of the law, gather information about the Consumer's ability to fulfill his payment obligations, and all facts and factors relevant to responsibly concluding the distance contract. If, acting on the results of this investigation, the Entrepreneur has sound reasons for not concluding the contract, he is lawfully entitled to refuse an order or request, or to attach special terms to the implementation.
5. Upon delivery of the product, service or digital content at the latest, the Entrepreneur will send the following information along in writing or in such a manner that the Consumer can store it on a long-term data carrier:
  - a. the visiting address of the Entrepreneur's business establishment where the Consumer may get into contact with any complaints;
  - b. the conditions on which and the matter in which the Consumer may exercise the right of withdrawal, or, as the case may be, clear information about his being exempted from the right of withdrawal;
  - c. the information corresponding to existing after-sales services and guarantees;

- d. the price including all taxes of the product, service or digital content; where applicable the delivery costs and payment method, delivery or implementation of the distance contract;
- e. the requirements for canceling the contract if the contract has a duration of more than one year or an indefinite period of time.

## **Article 6 - Right of withdrawal**

### ***In case of products:***

1. The Consumer can repudiate a purchase contract for a product without giving reasons for a period of reflection of 14 days. The Entrepreneur may ask the Consumer about the reason for the withdrawal, but cannot force him to state his reason(s).
2. The reflection period referred to in sub-clause 1 starts on the day the product is received by the Consumer or a third party appointed by him in advance, and who is not the carrier, or:
  - a. if the Consumer ordered several products in the same order: the day on which the Consumer or a third party appointed by him received the last product. The Entrepreneur may refuse an order of several products with different delivery dates, provided that he clearly informs the Consumer prior to the ordering process.
  - b. in case the delivery of a product consists of several batches or parts: the day on which the Consumer or a third party appointed by him received the last batch or the last part.
  - c. in case of an agreement about regular delivery of products during a given period: the day on which the Consumer or a third party appointed by him received the first product.

### ***In case of services and digital content that is not delivered on a physical carrier:***

3. The Consumer can terminate an agreement for services or an agreement for delivery of digital content that is not delivered on a physical carrier without giving reasons during a period of 14 days. The Entrepreneur may ask the Consumer about the reason for the withdrawal, but cannot force him to state his reason(s).
4. The reflection period referred to in Article 3 starts on the day following the conclusion of the agreement.

### ***Extended reflection period for products, services and digital content that has not been delivered on a physical carrier in case no information is given about the right of withdrawal:***

5. If the Entrepreneur has not provided the Consumer with the legally required information about the right of withdrawal or has not provided the standard form for withdrawal, the reflection period expires twelve months after the end of the original reflection period in accordance with the reflection period determined in the previous sub-clauses of this Article.
6. If the Entrepreneur provided the Consumer with information referred to in the previous article within twelve months after the starting day of the original period of reflection, the reflection period expires 14 days after the day on which the Consumer received the information.

## **Article 7 - Consumer's obligations during the reflection period**

1. During the reflection period, the Consumer will handle the product and packaging with care. The Consumer will only unpack or use the product to the extent necessary for establishing the nature, the characteristics and the effect of the product. The guiding principle is that the Consumer may only handle and inspect the product in the manner in which one is allowed to handle a product in a store.

2. The Consumer is only liable for the decrease in value of the product that is caused by the way of handling the product which went further than allowed in subsection 1.
3. The Consumer is not liable for the decrease in value of the product if the Entrepreneur has not provided him with all legal information about the right of withdrawal before concluding the Agreement.

#### **Article 8 - Exercising the Consumer's right of withdrawal and the costs**

1. If the Consumer exercises his right of withdrawal he shall notify the Entrepreneur with the standard form for withdrawal or in another unambiguous manner within the period of reflection.
2. The Consumer shall return the product or deliver it to (the authorized representative of) the Entrepreneur as soon as possible but within 14 days counting from the day following the notification referred to in sub-clause 1. This need not be done if the Entrepreneur offered to collect the product himself. The Consumer observed the period of returning the product in any event if the product is returned before the expiration of the period of reflection.
3. The Consumer shall return the product with all delivered accessories and if reasonably possible in the original state and packing and in conformity with reasonable and clear instructions given by the Entrepreneur.
4. The risk and the burden of proof for the correct and timely exercise of the right of withdrawal fall on the Consumer.
5. The Consumer shall bear the direct costs of returning the product. If the Entrepreneur has not reported that the Consumer has to bear these costs or if the Entrepreneur pointed out that he will bear the costs himself, the Consumer need not pay the cost of returning the product.
6. If the Consumer withdraws after having first explicitly requested that the performance of a service or the supply of gas, water or electricity having not been made ready for sale be started in a limited volume or given quantity during the period of reflection, the Consumer shall pay the Entrepreneur an amount that is equal to the part of the obligation already performed at the time of withdrawal as compared with the full compliance of the obligation.
7. The Consumer does not bear the costs for performing services for the supply of water, gas or electricity that had not been made ready for sale in a limited volume or quantity, or for the supply of district heating, if:
  - a. the Entrepreneur has not provided the Consumer with the statutorily required information about the right of withdrawal, the compensation of costs in case of withdrawal or the standard form for withdrawal, or;
  - b. if the Consumer has not explicitly requested that the performance of the service or the supply of gas, water and electricity or district heating be started during the period of reflection.
8. The Consumer does not bear any cost for the full or partial delivery of digital content not stored on a physical carrier, if:
  - a. prior to the delivery, he has not explicitly consented to start performance of the agreement before the end of the period of reflection;
  - b. he did not acknowledge to lose his right of withdrawal when giving consent; or
  - c. the Entrepreneur failed to confirm the Consumer's statement.
9. If the Consumer exercises his right of withdrawal, all additional agreements end by operation of law.

#### **Article 9 - Entrepreneur's obligation in case of withdrawal**

1. If the Entrepreneur makes the Consumer's notification of withdrawal by electronic means possible, he will promptly send a confirmation of receipt.
2. The Entrepreneur will reimburse all payments made by the Consumer, including any delivery costs that the Consumer may charge for the returned product, as soon as possible but within 14 days following the day on which the Consumer notified him of the withdrawal. Unless the Entrepreneur offers to collect the product himself, he can delay reimbursement until having received the product or until the Consumer has proven that he returned the product, whichever occurs first.

3. For the reimbursement, the Entrepreneur shall make use of the same means of payment that the Consumer used, unless the Consumer consents to another method. The reimbursement is free of charge for the Consumer.
4. If the Consumer opted for a more expensive method of delivery instead of the cheapest standard delivery, the Entrepreneur need not reimburse the additional costs for the more expensive method.

#### **Article 10 - Exclusion of the right of withdrawal**

The Entrepreneur can exclude the following products and services from the right of withdrawal but only if the Entrepreneur stated this clearly when making the offer or at any rate in good time before concluding the agreement:

1. Products or services with a price that is subject to fluctuations in the financial market on which the Entrepreneur has no influence and which may occur within the period of withdrawal.
2. Agreements that are concluded during a public auction. A public auction is defined as a selling method whereby the Entrepreneur offers products, digital content and/or services to the Consumer who is personally present or has the possibility to be personally present at the auction under the direction of an auctioneer and whereby the successful bidder is obliged to purchase the products, the digital content and/or the services.
3. Service agreements, after full performance of the service, but only if:
  - a. the performance started with the Consumer's explicit prior consent; and
  - b. the Consumer stated that he will lose his right of withdrawal as soon as the Entrepreneur has fully performed the agreement.
4. Service agreements for making accommodation available when a certain period of implementation is provided and other than for residential purposes, goods transports, car rental services and catering;
5. Agreements related to leisure activities when a specific delivery date or performance period is arranged in the agreement;
6. Products manufactured in accordance with the Consumer's specifications which are not prefabricated and which are produced on the basis of a Consumer's individual choice or decision or which are intended for a specific person;
7. Perishable products or products with a limited durability;
8. Sealed products which are, for health or hygiene reasons, not suitable for being returned and of which the seal was broken after delivery;
9. Products which are, because of their nature, irreversibly mixed with other products after delivery;
10. Alcoholic beverages of which the price has been agreed upon at the conclusion of the agreement but of which the delivery can take place only after 30 days, and whose real value depends on fluctuations in the market which the Entrepreneur cannot affect;
11. Sealed audio and video recordings and computer programs of which the seals were broken after delivery;
12. Newspapers, periodicals or magazines, with the exception of subscriptions to them;
13. The delivery of digital content other than on a physical carrier, but only if:
  - a. the performance was started with the Consumer's explicit prior consent; and
  - b. the Consumer stated that he will lose his right of withdrawal by doing so.

#### **Article 11 - The price**

1. The prices of the products and/or services provided shall not be raised during the validity period given in the offer, except for changes in price due to changes in VAT rates.

2. Contrary to the previous paragraph, the Entrepreneur may offer products or services whose prices are subject to fluctuations in the financial market that are beyond the Entrepreneur's control, at variable prices. The offer will state the possibility of being subject to fluctuations and the fact that any indicated prices are target prices.
3. Price increases within 3 months after concluding the contract are permitted only if they are the result of legal regulations or stipulations.
4. Price increases from 3 months after concluding the contract are permitted only if the Entrepreneur has stipulated it and:
  - a. they are the result of legal regulations or stipulations; or
  - b. the Consumer has the authority to cancel the contract before the day on which the price increase takes effect.

#### **Article 12 - Compliance and extra guarantee**

1. The Entrepreneur guarantees that the products and/or services comply with the contract, with the specifications listed in the offer, with reasonable requirements of usability and/or reliability and with the existing statutory provisions and/or government regulations on the day the contract was concluded. If agreed, the Entrepreneur also guarantees that the product is suitable for other than normal use.
2. An extra guarantee offered by the Entrepreneur or his Supplier, Manufacturer or Importer shall never affect the rights and claims the Consumer may exercise against the Entrepreneur about a failure in the fulfillment of the Entrepreneur's obligations if the Entrepreneur has failed in his fulfillment of his part of the agreement.
3. 'Extra guarantee' is taken to mean each obligation by the Entrepreneur, his Supplier, Importer or Manufacturer in which he assigns certain rights or claims to the Consumer that go beyond his legal obligation in case he fails to perform his contractual obligations.

#### **Article 13 - Delivery and execution**

1. The Entrepreneur shall exercise the best possible care when booking orders and executing product orders and when assessing requests for the provision of services.
2. The place of delivery is the address given by the Consumer to the Entrepreneur.
3. With due observance of the stipulations in Article 4 of these General Terms and Conditions, the Entrepreneur shall execute accepted orders with due speed but within 30 days, unless another delivery period was agreed on. If the delivery has been delayed, or if an order cannot be filled or can be filled only partially, the Consumer will be informed about this within 30 days after ordering. In such cases, the Consumer is entitled to repudiate the contract free of charge.
4. After repudiation in conformity with the preceding paragraph, the Entrepreneur will return the payment made by the Consumer promptly.
5. The risk of loss and/or damage to products will be borne by the Entrepreneur until the time of delivery to the Consumer or a representative appointed in advance and made known to the Consumer, unless explicitly agreed otherwise.

## **Article 14 - Payment**

1. Unless otherwise stipulated in the agreement or in the additional conditions, the amounts to be paid by the Consumer must be settled within 14 days after the period of reflection takes effect or, if there is no period of reflection, within 14 days after concluding the agreement. In case of an agreement to provide a service, this period starts on the day that the Consumer received the confirmation of the agreement.
2. When selling products to Consumers, it is not permitted to negotiate an advance payment of more than 50% in the General Terms and Conditions. If an advance payment was agreed on, the Consumer may not assert any right regarding the execution of the order in question or the service(s) in question before making the agreed advance payment.
3. The Consumer has the obligation to inform the Entrepreneur promptly of possible inaccuracies in the payment details that were given or specified.
4. In case the Consumer has not complied with his payment obligation(s) in time, and the Entrepreneur has pointed out to him that the payment was late and allowed the Consumer a period of 14 days to comply with the payment obligations, the Consumer is to pay the statutory interest on the amount payable and the Entrepreneur is entitled to charge the Consumer with any extra judicial collection costs. These extra judicial collection costs amount to no more than: 15% for outstanding amounts up to €2,500, 10% for the following €2,500 and 5% for the following €5,000, with a minimum of €40. The Entrepreneur may deviate from the aforementioned amounts and percentages in favor of the Consumer.

## **Article 15 - Complaints procedure**

1. The Entrepreneur will have a adequately disclosed complaints procedure in place and will handle the complaint in accordance with this complaints procedure.
2. Complaints about the performance of the contract shall be submitted fully and clearly described to the Entrepreneur within a reasonable time after the Consumer discovered the defects.
3. The complaints submitted to the Entrepreneur shall be replied to within a period of 14 days after the date of receipt. Should a complaint require a foreseeable longer time for handling, the Entrepreneur shall respond within 14 days with a notice of receipt and an indication of when the Consumer can expect a more detailed reply.
4. A complaint about the Entrepreneur's product, service or after-sales service can also be submitted to the Foundation Webshop Trustmark (<https://www.keurmerk.info/Home/Abuse-or-complaint>). The complaint will then be sent to both the Entrepreneur in question and the Foundation Webshop Trustmark.
5. If the complaint cannot be solved in joint consultation within a reasonable time or within 3 months after submitting the complaint, there will be a dispute that is open to dispute settlement rules.



## **Article 16 - Disputes**

1. Contracts between the Entrepreneur and the Consumer to which these General Terms and Conditions apply, are exclusively governed by Dutch law.
2. With due observance of the provisions set out below, the disputes between the Consumer and the Entrepreneur about the formation or the performance of contracts related to products or services that the Entrepreneur must deliver or has already delivered, can be submitted by both the Consumer and the Entrepreneur to the Geschillencommissie Webshop [Webshop Disputes Committee], P.O. Box 90600, 2509 LP, The Hague (<https://www.degeschillencommissie.nl/english/>).
3. A dispute is handled by the Disputes Committee only if the Consumer submitted his complaint to the Entrepreneur within a reasonable period.
4. The dispute must be submitted in writing to the Disputes Committee within twelve months after the dispute arose.
5. If the Consumer wishes to submit a dispute to the Disputes Committee, the Entrepreneur is bound by this choice. When the Entrepreneur wishes to file the dispute, the Consumer must express in writing, within five weeks after a written request was made by the Entrepreneur, whether he so desires or wants the dispute to be dealt with by the competent court. If the Entrepreneur is not notified of the Consumer's choice within this period of five weeks, the Entrepreneur is entitled to submit the dispute to the competent court.
6. The Disputes Committee's decision will be made under the conditions as set out in the regulations of the Disputes Committee (only available in Dutch: <https://www.degeschillencommissie.nl/media/1919/web-reglement.pdf>).
7. Decisions made by the Disputes Committee take the form of binding advice.
8. The Disputes Committee will not handle a dispute or will discontinue handling it if the Entrepreneur is granted a moratorium, goes bankrupt or has actually ended his business activities before the Committee has handled a dispute at the hearing and delivered a final decision.
9. If in addition to the Webshop Disputes Committee another committee, recognized by or affiliated with the Dutch Foundation for Consumer Complaints Boards [Stichting Geschillencommissies voor Consumentenzaken - SGC] or Dutch Financial Services Complaints Board [Klachteninstituut Financiële Dienstverlening - Kifid] is competent, the disputes are mainly related to sales methods or distance services, the Foundation Webshop Trustmark Disputes Committee is preferably competent and for all other disputes, the disputes committee recognized by and affiliated with the SGC or Kifid is competent.

## **Article 17 - Sector guarantee**

1. Webshop Keurmerk guarantees that its members follow the binding advice of the Foundation Webshop Trustmark Disputes Committee, unless the member decides within a period of two months after it was sent to send the binding opinion for review to the Court. This guarantee revives if after review by the Court the binding opinion has been confirmed and the judgment has become final. Webshop Trustmark will pay this amount to the Consumer of up to €10,000 per binding opinion. € 10,000 will be paid if the amount exceeds €10,000 per binding advice. As to the remaining amount, Webshop Trustmark has an obligation to try to ensure that members comply with the binding advice.
2. For the application of this guarantee, it is required that the Consumer submit a written appeal to Webshop Trustmark and that he assign the claim against the Entrepreneur to the Foundation Webshop Trustmark. If the claim against the Entrepreneur exceeds €10,000, the Consumer will be offered to assign the claim on for the excess amount to the Foundation Webshop Trustmark, after which this organization, in its own name and at its own expense, will take legal measures to request payment to compensate the Consumer.

#### **Article 18 - Additional or deviating provisions**

Additional provisions of and/or deviations from these General Terms and Conditions should not be to the Consumer's detriment and must be put in writing or recorded in such a way that the Consumer can store them in an accessible manner on a long-term data carrier.

#### **Article 19 - Amendment to the General Terms and Conditions of Webshop Trustmark**

1. These General Terms and Conditions will not be changed by the Foundation Webshop Trustmark other than in consultation with the Consumers' Association.
2. Amendments to these Terms and Conditions are valid only after being published in the appropriate way, provided that in case of appropriate amendments, the provision that is most favorable for the Consumer shall prevail during the validity of an offer.

#### **Foundation Webshop Trustmark Address:**

**Willemsparkweg 193, 1071 HA Amsterdam (Netherlands)**