

# Terms and Conditions

## General Terms and Conditions Thuiswinkel

These General Terms and Conditions of the Dutch Thuiswinkel Organization (hereinafter: Thuiswinkel.org) were drawn up in consultation with the Consumers' Association in the context of the Coordination Group Self-Regulation Consultation (CZ) of the Social-Economic Council and come into effect on 1 June 2014.

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### **Article 1 - Definitions**

In these conditions the following definitions apply:

**Additional agreement:** an agreement whereby the consumer acquires products, digital content and/or services in connection with a distance contract and these goods, digital content and/or services are supplied by the entrepreneur or by a third party on the basis of an agreement between that third party and the entrepreneur;

**Reflection period:** the period within which the consumer can exercise his right of withdrawal;

**Consumer:** the natural person who is not acting for purposes related to his trade, business, craft or profession;

**Day:** calendar day;

**Digital content:** data produced and delivered in digital form;

**Duration agreement:** an agreement that extends to the regular delivery of goods, services and/or digital content during a certain period;

**Durable data carrier:** any tool - including e-mail - that enables the consumer or entrepreneur to store information that is personally addressed to him in a way that allows future consultation or use for a period tailored to the purpose for which the information is intended, and which allows unaltered reproduction of the stored information;

**Right of withdrawal:** the consumer's option to cancel the distance contract within the cooling-off period;

**Entrepreneur:** the natural or legal person who is a member of Thuiswinkel.org and offers products, (access to) digital content and/or services remotely to consumers;

**Distance contract:** an agreement concluded between the entrepreneur and the consumer in the context of an organized system for distance selling of products, digital content and/or services, in which exclusive or joint use is made of up to and including the conclusion of the agreement uses one or more techniques for remote communication;

**Model withdrawal form:** the European model withdrawal form included in Appendix I of these conditions. Appendix I does not have to be made available if the consumer has no right of withdrawal with regard to his order;

Remote communication technology: means that can be used to conclude an agreement, without the consumer and entrepreneur having to meet in the same room at the same time.

## **Article 2 - Identity of the entrepreneur**

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3515ET Utrecht

Phone number: +31 30 276 1866

Email address: info@decorazzi.com

Chamber of Commerce number: 91415470

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If the activity of the entrepreneur is subject to a relevant licensing system: the information about the supervisory authority.

If the entrepreneur practices a regulated profession:

the professional association or organization 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 instructions where and how these professional rules can be accessed.

## **Article 3 - Applicability**

These general terms and conditions apply to every offer from the entrepreneur and to every distance contract 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, the entrepreneur will indicate before the distance contract is concluded how the general terms and conditions can be viewed at the entrepreneur and that they will be sent free of charge as soon as possible at the consumer's request.

In the event that, in addition to these general terms and conditions, specific product or service terms and conditions also apply, the second and third paragraphs apply mutatis

mutandis and in the event of conflicting terms and conditions, the consumer can always rely on the applicable provision that is most favorable to him. .

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

If an offer has a limited period of validity or is made subject to conditions, this will be expressly stated in the offer.

The offer contains a complete and accurate description of the products, digital content and/or services offered. The description is sufficiently detailed to enable a good assessment of the offer by the consumer. If the entrepreneur uses images, these are a true representation of the products, services and/or digital content offered. Obvious mistakes or errors in the offer do not bind the entrepreneur.

Each offer contains such information that it is clear to the consumer what the rights and obligations are associated with accepting the offer.

#### **Article 5 - The Agreement**

The agreement is concluded, subject to the provisions of paragraph 4, at the moment of acceptance by the consumer of the offer and compliance with the conditions set.

If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm receipt of the acceptance of the offer electronically. As long as receipt of this acceptance has not been confirmed by the entrepreneur, the consumer can terminate 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 secure web environment. If the consumer can pay electronically, the entrepreneur will take appropriate security measures.

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, based on this investigation, the entrepreneur has good reasons not to enter into the agreement, he is entitled to refuse an order or request with reasons or to attach special conditions to the execution.

The entrepreneur will send the following information to the consumer at the latest upon delivery of the product, service or digital content, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable data carrier:

the visiting address of the entrepreneur's branch where the consumer can go with complaints;

the conditions under which and the manner in which the consumer can exercise the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;

the information about warranties and existing after-sales service;

the price including all taxes of the product, service or digital content; where applicable, the costs of delivery; and the method of payment, delivery or execution of the distance contract;

the requirements for terminating the agreement if the agreement has a duration of more than one year or is of indefinite duration;

if the consumer has a right of withdrawal, the model withdrawal form.

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

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

*For products:*

The consumer can terminate an agreement regarding the purchase of a product during a cooling-off period of at least 14 days without giving reasons. The entrepreneur may ask the consumer about the reason for withdrawal, but may not oblige him to state his reason(s).

The cooling-off period referred to in paragraph 1 starts on the day after the consumer, or a third party designated in advance by the consumer, who is not the carrier, has received the product, or: For services and digital content that are not delivered on a tangible medium :

if the consumer has ordered multiple products in the same order: the day on which the consumer, or a third party designated by him, received the last product. The entrepreneur may, provided he has clearly informed the consumer about this prior to the ordering process, refuse an order for multiple products with different delivery times.

if the delivery of a product consists of several shipments or parts: the day on which the consumer, or a third party designated by him, has received the last shipment or part;

in the case of agreements for regular delivery of products during a certain period: the day on which the consumer, or a by third party designated by him has received the first product.

The consumer can terminate a service agreement and an agreement for the delivery of digital content that has not been delivered on a tangible medium for at least 14 days without giving reasons. The entrepreneur may ask the consumer for the reason for withdrawal, but may not oblige him to state his reason(s).

The reflection period referred to in paragraph 3 starts on the day following the conclusion of the agreement. Extended reflection period for products, services and digital content that are not delivered on a tangible medium if you do not inform yourself about the right of withdrawal:

If the entrepreneur has not provided the consumer with the legally required information about the right of withdrawal or the model withdrawal form, the reflection period will expire twelve months after the end of the original reflection period determined in accordance with the previous paragraphs of this article.

If the entrepreneur has provided the consumer with the information referred to in the previous paragraph within twelve months after the commencement date of the original reflection period, the reflection period will expire 14 days after the day on which the consumer received that information.

### **Article 7 - Obligations of the consumer during the reflection period**

During the cooling-off period, the consumer will handle the product and packaging with care. He will only unpack or use the product to the extent necessary to determine the nature, characteristics and operation of the product. The basic principle here is that the consumer may only handle and inspect the product as he would in a store.

The consumer is only liable for any reduction in value of the product that is the result of handling the product that goes beyond what is permitted in paragraph 1.

The consumer is not liable for depreciation of the product if the entrepreneur has not provided him with all legally required information about the right of withdrawal before or at the time of concluding the agreement.

### **Article 8 - Exercise of the right of withdrawal by the consumer and costs thereof**

If the consumer exercises his right of withdrawal, he must report this to the entrepreneur within the cooling-off period by means of the model withdrawal form or in another unambiguous manner.

As soon as possible, but within 14 days from the day following the notification referred to in paragraph 1, the consumer shall return the product or hand it over to (an authorized representative of) the entrepreneur. This is not necessary if the entrepreneur has offered to collect the product himself. The consumer has in any case complied with the return period if he returns the product before the cooling-off period has expired.

The consumer returns the product with all supplied accessories, if reasonably possible in the original condition and packaging, and in accordance with the reasonable and clear instructions provided by the entrepreneur.

The risk and burden of proof for the correct and timely exercise of the right of withdrawal lies with the consumer.

The consumer bears the direct costs of returning the product. If the entrepreneur has not stated that the consumer must bear these costs or if the entrepreneur indicates that he will bear the costs himself, the consumer does not have to bear the costs for return.

If the consumer revokes after having first expressly requested that the performance of the service or the supply of gas, water or electricity that are not prepared for sale in a limited volume or specific quantity commences during the cooling-off period, the consumer is the entrepreneur. amount due that is proportional to that part of the obligation fulfilled by the entrepreneur at the time of withdrawal, compared to the full fulfillment of the obligation.

The consumer shall not bear any costs for the performance of services or the supply of water, gas or electricity that are not prepared for sale in a limited volume or quantity, or for the supply of district heating, if:

the entrepreneur has not provided the consumer with the legally required information about the right of withdrawal, the cost reimbursement in case of withdrawal or the model form for withdrawal, or;

the consumer has not expressly requested the start of the performance of the service or delivery of gas, water, electricity or district heating during the cooling-off period.

The consumer will not bear any costs for the full or partial delivery of digital content not delivered on a tangible medium, if:

prior to its delivery, he has not expressly agreed to commence performance of the agreement before the end of the cooling-off period;

he has not acknowledged that he loses his right of withdrawal when granting his consent;  
or

the entrepreneur has failed to confirm this statement from the consumer.

If the consumer exercises your right of withdrawal, all additional agreements will be dissolved by operation of law.

### **Article 9 - Obligations of the entrepreneur in the event of withdrawal**

If the entrepreneur enables the notification of withdrawal by the consumer electronically, he will immediately send a confirmation of receipt after receiving this notification.

The entrepreneur will reimburse all payments made by the consumer, including any delivery costs charged by the entrepreneur for the returned product, without delay but within 14 days following the day on which the consumer notifies him of the withdrawal. Unless the entrepreneur offers to collect the product himself, he may wait with reimbursement until he has received the product or until the consumer demonstrates that he has returned the product, whichever is the earlier.

The entrepreneur uses the same payment method that the consumer used for reimbursement, unless the consumer agrees to a different method. The refund is free of charge for the consumer.

If the consumer has opted for a more expensive method of delivery than the cheapest standard delivery, the entrepreneur does not have to reimburse the additional costs for the more expensive method.

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

The entrepreneur can exclude the following products and services from the right of withdrawal, but only if the entrepreneur has clearly stated this in the offer, at least in time before concluding the agreement:

Products or services whose price is subject to fluctuations in the financial market over which the entrepreneur has no influence and which may occur within the withdrawal period

Agreements concluded during a public auction. A public auction is defined as a sales method in which products, digital content and/or services are offered by the



entrepreneur to the consumer who is personally present or has the opportunity to be personally present at the auction, under the supervision of an auctioneer, and where the successful bidder is obliged to purchase the products, digital content and/or services;

Service agreements, after full performance of the service, but only if:

the performance has started with the express prior consent of the consumer; and

the consumer has stated that he loses his right of withdrawal as soon as the entrepreneur has fully executed the agreement;

Package trips as referred to in Article 7:500 of the Dutch Civil Code and passenger transport contracts;

Service agreements for the provision of accommodation, if the agreement provides for a specific date or period of performance and other than for residential purposes, freight transport, car rental services and catering;

Agreements relating to leisure activities, if the agreement provides for a specific date or period of execution;

Products manufactured to consumer specifications, which are not prefabricated and which are manufactured on the basis of an individual choice or decision of the consumer, or which are clearly intended for a specific person;

Products that spoil quickly or have a limited shelf life;

Sealed products that are not suitable for return for reasons of health protection or hygiene and of which the seal has been broken after delivery;

Products that, by their nature, are irreversibly mixed with other products after delivery;

Alcoholic drinks whose price was agreed upon when concluding the agreement, but delivery of which can only take place after 30 days, and whose actual value depends on fluctuations in the market over which the entrepreneur has no influence;

Sealed audio, video recordings and computer software, of which the seal has been broken after delivery;

Newspapers, periodicals or magazines, with the exception of subscriptions thereto;

The supply of digital content other than on a tangible medium, but only if:

the performance has started with the express prior consent of the consumer; and

the consumer has stated that he thereby loses his right of withdrawal.

## **Article 11 - The price**

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.

Notwithstanding the previous paragraph, the entrepreneur may offer products or services with variable prices, the prices of which are subject to fluctuations in the financial market and over which the entrepreneur has no influence. This liability to fluctuations and the fact that any prices stated are target prices are stated in the offer.

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

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Price increases from 3 months after the conclusion of the agreement are only permitted if the entrepreneur has stipulated this and:

these are the result of legal regulations or provisions; or

the consumer has the right to cancel the agreement with effect from the day on which the price increase takes effect.

The prices stated in the offer of products or services include VAT.

## **Article 12 - Compliance with agreement and additional 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 legal provisions existing on the date of the conclusion of the agreement and /or government regulations. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.

An additional guarantee provided by the entrepreneur, his supplier, manufacturer or importer never limits the legal rights and claims that the consumer can assert against the entrepreneur under the agreement if the entrepreneur has failed to fulfill his part of the agreement.

An additional guarantee means any obligation of the entrepreneur, his supplier, importer or producer in which he grants the consumer certain rights or claims that go beyond what he is legally obliged to do in the event that he has failed to fulfill his part of the agreement. .

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

The entrepreneur will exercise the utmost care when receiving and executing orders for products and when assessing applications for the provision of services.

The place of delivery is the address that the consumer has communicated to the entrepreneur.

Taking into account what is stated in Article 4 of these general terms and conditions, the entrepreneur will execute accepted orders expeditiously, but no later than within 30 days, unless a different delivery period has been agreed. If delivery is delayed, or if an order cannot be fulfilled or can only be partially fulfilled, the consumer will be notified of this no later than 30 days after he has placed the order. In that case, the consumer has the right to terminate the agreement without costs and is entitled to any compensation.

After dissolution in accordance with the previous paragraph, the entrepreneur will immediately refund the amount paid by the consumer.

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 made known to the entrepreneur, unless expressly agreed otherwise.

#### **Article 14 - Duration transactions: duration, cancellation and extension**

Termination:

The consumer can terminate an agreement that has been entered into for an indefinite period and that extends to the regular delivery of products (including electricity) or services at any time, taking into account the agreed cancellation rules and a notice period of no more than one month.

The consumer can terminate an agreement that has been entered into for a fixed period and which extends to the regular delivery of products (including electricity) or services at any time towards the end of the fixed duration, taking into account the agreed cancellation rules and a notice period of at least maximum one month.

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

Extension:

cancel at any time and not be limited to cancellation at a certain time or in a certain period;

at least cancel in the same manner as they were entered into by him;

always cancel with the same notice period as the entrepreneur has agreed for himself.

An agreement that has been entered into for a specific period and that extends to the regular delivery of products (including electricity) or services may not be tacitly extended or renewed for a specific period.

Notwithstanding the previous paragraph, an agreement that has been entered into for a fixed period and which 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 refuses to accept this extended agreement. may terminate the extension with a notice period of no more than one month.

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 cancel at any time with a notice period of no more than one month. The notice period is a maximum of three months if the agreement extends to the arranged, but less than once a month, delivering daily, news and weekly newspapers and magazines.

A limited-term agreement for the regular delivery of daily, news and weekly newspapers and magazines for introductory purposes (trial or introductory subscription) is not tacitly continued and ends automatically after the trial or introductory period. Duration:

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 15 - Payment**

Unless otherwise stated in the agreement or additional conditions, the amounts owed by the consumer must be paid within 14 days after the start of the reflection period, or in the absence of a reflection period, within 14 days after concluding the agreement. In the case of an agreement to provide a service, this period starts on the day after the consumer has received confirmation of the agreement.

When selling products to consumers, the consumer may never be obliged to pay more than 50% in advance in general terms and conditions. If advance payment has been stipulated, the consumer cannot assert any rights regarding the execution of the relevant order or service(s) before the agreed advance payment has been made.

The consumer has the obligation to immediately report any inaccuracies in payment details provided or stated to the entrepreneur.

If the consumer does not fulfill his payment obligation(s) on time, he is, after the entrepreneur has informed him of the late payment and the entrepreneur has granted the consumer a period of 14 days to still fulfill his payment obligations, after the payment is not made within this 14-day period, statutory interest will be owed on the amount still owed and the entrepreneur is entitled to charge the extrajudicial collection costs incurred by him. These collection costs amount to a maximum of: 15% on outstanding amounts up to € 2,500; 10% on the next € 2,500 and 5% on the next € 5,000 with a minimum of € 40. The entrepreneur may deviate from the stated amounts and percentages for the benefit of the consumer.

### **Article 16 - Complaints procedure**

The entrepreneur has a sufficiently publicized complaints procedure and handles the complaint in accordance with this complaints procedure.

Complaints about the execution of the agreement must be submitted fully and clearly described to the entrepreneur within a reasonable time after the consumer has discovered the defects.

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

A complaint about a product, service or the service of the entrepreneur can also be submitted via a complaints form on the consumer page of the Thuiswinkel.org website. The complaint will then be sent to both the entrepreneur in question and to Thuiswinkel.org.

The consumer must give the entrepreneur at least 4 weeks to resolve the complaint by mutual agreement. After this period, a dispute arises that is subject to the dispute settlement procedure.

### **Article 17 - Disputes**

Agreements between the entrepreneur and the consumer to which these general terms and conditions apply are exclusively governed by Dutch law. If the entrepreneur focuses his activities on the country where the consumer lives, the consumer can always rely on the mandatory consumer law of his country.

Disputes between the consumer and the entrepreneur regarding the conclusion or execution of agreements relating to products and services to be delivered or delivered by this entrepreneur, can be submitted by both the consumer and the entrepreneur to the Thuiswinkel Disputes Committee, with due observance of the provisions below. , PO Box 90600, 2509 LP in The Hague (sgc.nl).

A dispute will only be processed by the Disputes Committee if the consumer has first submitted his complaint to the entrepreneur within a reasonable time.

If the complaint does not lead to a solution, the dispute must be submitted to the Disputes Committee in writing or in another form to be determined by the Commission no later than 12 months after the date on which the consumer submitted the complaint to the entrepreneur.

If the entrepreneur wishes to submit a dispute to the Disputes Committee, the consumer must express in writing within five weeks of a written request made by the entrepreneur whether he wishes this or whether he wants the dispute to be dealt with by the competent court. If the entrepreneur does not learn of the consumer's choice within the period of five weeks, the entrepreneur is entitled to submit the dispute to the competent court.

The Disputes Committee makes its decision under the conditions set out in the regulations of the Disputes Committee ([degeschilcommissie.nl/over-ons/de-commissies/2404/thuiswinkel](http://degeschilcommissie.nl/over-ons/de-commissies/2404/thuiswinkel)). The decisions of the Disputes Committee are made by way of binding advice.

The Disputes Committee will not handle a dispute or will stop handling it if the entrepreneur has been granted a suspension of payments, has become bankrupt or has actually terminated his business activities before a dispute has been handled by the committee at the hearing and a final decision has been made. has been pointed out.

If, in addition to the Thuiswinkel Disputes Committee, another recognized disputes committee or affiliated with the Stichting Disputes Committees for Consumer Affairs (SGC) or the Financial Services Complaints Institute (Kifid) is competent, the Thuiswinkel Disputes Committee is preferably competent for disputes relating mainly to the method of distance sales or service provision. . For all other disputes, the other recognized dispute committee affiliated with SGC or Kifid.

## **Article 18 - Industry guarantee**

org guarantees compliance with the binding advice of the Thuiswinkel Disputes Committee by its members, unless the member decides to submit the binding advice to the court for review within two months after it was sent. This guarantee is revived if the binding advice has been upheld after review by the court and the judgment demonstrating this has become final and final. Up to a maximum amount of €10,000 per binding advice, this amount will be paid out to the consumer by Thuiswinkel.org. For amounts greater than €10,000 per binding advice, €10,000 will be paid out. For the excess, Thuiswinkel.org has a best efforts obligation to ensure that the member complies with the binding advice.

To apply this guarantee, it is required that the consumer makes a written appeal to Thuiswinkel.org and that he transfers his claim against the entrepreneur to Thuiswinkel.org. If the claim against the entrepreneur amounts to more than €10,000, the consumer is offered to transfer his claim insofar as it exceeds the amount of €10,000 to Thuiswinkel.org, after which this organization will make the payment in its own name and at its own expense. will legally demand this in order to satisfy the consumer

#### **Article 19 - Additional or deviating 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.

#### **Article 20 - Changes to the Thuiswinkel General Terms and Conditions**

Thuiswinkel.org will not change these general terms and conditions without consultation with the Consumers' Association.

Changes to these terms and conditions will only take effect after they have been published in an appropriate manner, with the understanding that in the event of applicable changes during the term of an offer, the provision most favorable to the consumer will prevail.

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