

# General Terms and Conditions for members of the WebwinkelKeur Foundation

General terms and conditions 23-08-2021

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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;

**Cooling-off 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;

**Buyer;** the legal entities in whatever function or legal form, which do not fall under the definition of consumer with the objective of purchasing services or goods.

**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 addressed to him personally in a manner that allows future consultation or use for a period appropriate 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 offers products, (access to) digital content and/or services remotely to consumers and is registered as a company in the Chamber of Commerce

and is provided with a VAT number

**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:** a digital version of the withdrawal form can be found on the website;

**Retention period:** The maximum period during which the entrepreneur must keep goods in storage when services are commissioned or events happen and goods are due and payable to the consumer.

**Remote communication technology:** Means that can be used to conclude a contract, without the consumer and entrepreneur having to be in the same room at the same time.

**Working day:** The days from Monday to Friday that are not designated as national holidays by governments.

**Billing Address:** The address to which a purchase or quote is addressed.

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

Company name: coating4all.com

Trade name: Dutchecom

Address: Transeedijk 60 (no visiting address)

PC: 6915XZ Lobith

tel: +31848340015

Email: info@coating4all.nl

Chamber of Commerce: 51562529 DutchEcom

VAT: NL002166361B18

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## **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.

If the distance contract is concluded electronically, notwithstanding the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions can be made available to the consumer electronically in such a way that it can be read by the consumer. can be easily stored 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 viewed electronically and that they will be sent free of charge electronically or otherwise at the request of the consumer.

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. .

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## **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, taking into account deviations caused by lighting software or hardware of recording and display equipment.

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.

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## **Article 5 - The agreement**

The agreement is concluded, subject to the provisions of paragraph 4, at the time 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 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.

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## **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 the reason for withdrawal, but may not oblige him to state his reason(s).

The cooling-off period referred to in paragraph 1 commences 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: if the consumer has ordered multiple products in the same order: the day on which the consumer, or a third party designated by him, has 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 third party designated by him, received the first product.

*For services and digital content that is not supplied on a tangible medium:*

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 the reason for withdrawal, but may not oblige him to state his reason(s).

The reflection period referred to in paragraph 1 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 information referred to in the previous paragraph to the consumer 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.

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## **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. Consumer will only unpack or use the product to the extent necessary to determine the nature, characteristics and operation of the product.

As a starting point under paragraph 2, it is applied by the consumer as is also permitted in a physical store.

The consumer is only liable for depreciation of the product that is the result of a way of handling the product that goes beyond what is permitted in paragraphs 1 and 2.

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.

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## **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 return costs or if the entrepreneur indicates that he will bear the costs himself, the consumer does not have to bear the costs for return;

The consumer shall 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 his right of withdrawal, all additional agreements will be dissolved by operation of law

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### **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.

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### **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:

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;

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 can spoil 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, due to their nature, can be irreversibly mixed with other products after delivery or are sensitive to external contamination via the air or trade.

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### **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.

Price increases within 3 months after the conclusion of the agreement are only permitted if they

are the result of legal regulations or provisions.

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; whether the consumer has the authority to terminate 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.

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## **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. .

Exceptions to paragraphs 1, 2, 3 are those items that can be regarded as consumables, have a limited shelf life, risk of contamination and are also excluded from the right of return for consumers.

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## **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.

Consumer is responsible for limiting any form of disruption to delivery options.

The consumer undertakes to offer the carrier all necessary resources and options to ensure successful delivery of the shipment.

Costs for the entrepreneur arising from Article 13 paragraph 1 2 3 4 are borne by the consumer.

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.

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.

The entrepreneur offers the consumer, with or without payment, the option of insured shipping if the entrepreneur does not bear any risk when shipping to the consumer.

The entrepreneur bears no risk regarding missing shipment for standard shipments within the Netherlands if the track trace confirms successful delivery.

If delivery has been confirmed according to track trace data from the carrier or consumer signature, these will serve as the starting point for duration limits regarding delivery conditions. The entrepreneur undertakes to have an investigation into the loss of part/complete shipment carried out by the carrier involved if the consumer gives a written order to do so.

With regard to Article 13.12, time limits set by the carrier apply for activating research and these must be observed by the entrepreneur and consumer.

The entrepreneur will inform the consumer regarding Article 13.13 within 48 hours of notification by the consumer of the time limits applied by the carrier.

With regard to Article 13, a signature of receipt or digital confirmation in track-trace by the carrier is lawful evidence for the entrepreneur in the execution of delivery.

Consumer undertakes to check deliveries immediately after receiving goods.

The recipient must report any damage or errors to/in the order in writing within 48 hours to the entrepreneur.

Carrier time limits will come into effect according to the carrier's track trace data or whether a processing request has been confirmed by the consumer to the entrepreneur.

If delivery cannot take place due to proven negligence on the part of the consumer and it has been returned to the entrepreneur, all rights for the consumer with regard to Article 13 will lapse and costs will be borne by the consumer.

Complaints about the delivery method of the delivery person must only be submitted in writing to the entrepreneur.

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#### **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 referred to in the previous paragraphs: - at any time and are not 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.

##### Extension:

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 regular, but less than once a month, delivery of 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.

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## **Article 15 - Payment**

Unless otherwise provided in the agreement or additional conditions, the amounts owed by the buyer 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 the conclusion of the agreement. In the case of an agreement to provide a service, this period starts on the day after the buyer 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 entrepreneur must pay 100% in advance for all deliveries and/or services prior to deliveries. Excepted in paragraph 3, the payment option is post-payment via an external payment provider, which takes over the payment obligation and claims in its entirety from the entrepreneur.

If the consumer wants to make use of paragraph 2, the consumer cannot purchase products online other than under the conditions stated in article 15 paragraph 3.

The invoiced buyer has the obligation to report inaccuracies in the information provided or payment as soon as possible in writing or digitally to the entrepreneur within 48 hours.

Claims regarding implementation of Article 15.6 may be assessed for a maximum of 30 days.

Errors in payment under Article 15 paragraphs 6 and 7 can be corrected by the entrepreneur up to a maximum of 12 months. Costs resulting from incorrect actions by the buyer will be invoiced to the billing address. The amount of compensation is determined based on the research duration, which is determined at the time of action according to the national average hourly rate for accountants.

If the buyer uses the cash on delivery payment option, the full invoice amount must be transferred in cash to the carrier's delivery person.

If cash on delivery delivery to the consumer and/or addressing is not possible in accordance with the conditions that the delivery person may have experienced, the delivery will be returned to the sender.

COD return costs are borne by the buyer

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 If 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 the maximum: legally established costs at the time of the offense.

The entrepreneur may deviate from legally established amounts and percentages for the benefit of the consumer.

If the entrepreneur does not fulfill the payment obligation on time, the compensation in Article 15 paragraph 12 applies, taking into account the expiry of 7 days of payment term after order placement.

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## **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 implementation of the agreement must be submitted fully and clearly described to the entrepreneur within 2 months 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.

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

In case of complaints, a consumer must first contact the entrepreneur. If the online store is affiliated with Stichting WebwinkelKeur and for complaints that cannot be resolved by mutual agreement, the consumer must contact Stichting WebwinkelKeur ([www.webwinkelkeur.nl](http://www.webwinkelkeur.nl)), which will mediate free of charge. Check whether this online store has a current membership via <https://www.webwinkelkeur.nl/ledenlijst/>. If a solution is not yet found, the consumer has the option to have his complaint handled by the independent dispute committee appointed by Stichting WebwinkelKeur, the decision of which is binding and both the entrepreneur and the consumer agree to this binding decision. Submitting a dispute to this dispute committee involves costs that must be paid by the consumer to the relevant committee. It is also possible to register complaints via the European ODR platform (<https://ec.europa.eu/odr>).

A complaint does not suspend the obligations of the entrepreneur, unless the entrepreneur indicates otherwise in writing.

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

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#### **Article 17 - Disputes**

Agreements between the entrepreneur and the consumer to which these general terms and conditions apply are exclusively governed by Dutch law. Even if the consumer lives abroad. The Vienna Sales Convention does not apply.

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#### **Article 18 - 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.

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#### **Article 19 - Retention period**

The entrepreneur applies a general storage period for goods up to a maximum of 30 days. Returned shipments in accordance with the conditions under Article 13.19 will be held in storage for a maximum of 30 days for reshipment.

Additional costs are borne by the consumer.

The entrepreneur undertakes to inform the consumer in writing about the storage period of goods applicable to the specific situation in which they are located.

Exceptions to this are returned shipments that cannot be traced back to the consumer due to external factors

After expiration of retention periods, goods that have not been claimed become the full property of the entrepreneur under set conditions.

The duration of a retention period starts at the moment of receipt by the entrepreneur according to the carrier's delivery data.

Excluded from Article 19.5 are goods that have been offered for warranty and repair. The retention period starts from the moment the entrepreneur has offered a recovery proposal to the consumer.

Costs arising from retention periods are borne by the entrepreneur unless it is demonstrated that these can plausibly be blamed on the consumer.

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