

# Terms and conditions

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## Article 1 - Definitions

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

*Consumer:* the natural person who does not act for purposes related to his/her commercial, trade, craft or professional activities;

*Continuing performance contract:* a contract serving to deliver goods, services and/or digital content in a given period;

*Day:* calendar day;

*Distance contract:* a contract concluded by the Entrepreneur and the Consumer within the scope of an organized system for distance selling products, digital content and/or services, whereby exclusive or additional use is made of one or more technologies of distance communication up to the conclusion of the contract;

*Entrepreneur:* the natural of legal person who is a member of Stichting Webshop Keurmerk and who provides products, (access to) digital content and or services to Consumers at a distance;

*Reflection period:* the period during which the Consumer may use his right of withdrawal;

*Right of withdrawal:* the Consumer's option not to proceed with the distance agreement within the cooling-off period;

*Sustainable data carrier:* any means, including email, that allow the Consumer or the Entrepreneur to store information directed to him/her 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;

*Standard form for withdrawal:* the European standard form for withdrawal;

*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;

*Terms and Conditions:* the present Terms and Conditions of the entrepreneur.

## **Article 2 - The Entrepreneur's identity**

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## **Article 3 - Applicability**

These General Terms and Conditions apply to any offer from the Entrepreneur and to any distance contract concluded by the Entrepreneur and the Consumer.

Before concluding a distance contract, the Entrepreneur shall make the text of these General Terms and Conditions available free of charge and as soon as possible. If this is reasonably impossible, the Entrepreneur shall indicate in what way the General Terms and conditions can be inspected and that they will be sent free of charge if so requested, before the distant contract is concluded.

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 longterm 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 at the Consumer's request free of charge, either via electronic means or otherwise, before concluding the distance contract.

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

If one or more provisions of these general terms and conditions turn out to be void or are declared void, the remaining provisions of these general terms and conditions will remain fully applicable and the void provision or the provision that has been declared will be replaced by a mutually agreed upon new provision as much as possible in accordance with the objective and purport of the original provision.

## **Article 4 - The offer**

If an offer is of limited duration or if certain conditions apply, it shall be explicitly stated in the offer.

The offer is non-binding. The entrepreneur is entitled to alter or amend the offer.

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, or services and/or digital content adequately. If the Entrepreneur makes use of pictures, they are truthful images of the products and/or services provided. Obvious errors or mistakes in the offer do not bind the Entrepreneur.

All images, specifications and information in the offer are indicative and do not grant the consumer the right to compensation or repudiation of the contract.

All product images are a truthful representation of the offered products. Entrepreneur cannot guarantee that the displayed colours are an exact match to the actual colours of the products. All offers contain such information that it is clear to the consumer what rights and duties are attached to accepting the offer. This involves in particular:

the price, including taxes;  
any delivery costs, if applicable;  
the way in which the agreement will be concluded, and what actions are needed to establish this;  
whether or not the right of withdrawal is applicable;  
the form of payment, delivery and performance of the contract;  
the time frame for accepting the offer, or, as the case may be, the time frame for honoring the price;  
the rate of distance communication if the costs for using the technology for distance communication are calculated on a basis other than the basic rate;  
if the contract is filed after conclusion, and how the consumer can consult it;  
the manner in which the consumer, before concluding the contract, may verify any data provided by him in relation to the contract, and the way the consumer may correct this data before the contract is concluded;  
any languages other than Dutch in which the contract can be concluded;  
the codes of conduct to which the entrepreneur has submitted and the manner in which the consumer can consult these codes of conduct via electronic means, and  
the minimum duration of the distance contract in the event of an extended transaction.

## **Article 5 - The contract**

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.

If the Consumer accepted the offer via electronic means, the Entrepreneur shall promptly confirm receipt of having accepted the offer via electronic means. As long as the receipt of said acceptance has not been confirmed, the Consumer may repudiate the contract.

If the contract is concluded electronically, the Entrepreneur will take appropriate technical and organizational security measures for the electronic data transfer and ensure a safe web environment. If the Consumer can pay electronically, the Entrepreneur shall observe appropriate security measures.

The Entrepreneur may, within the limits of the law, gather information about Consumer's ability to fulfil 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 supported by reasons, or to attach special terms to the implementation.

Before delivering the product, the Entrepreneur shall send the following information along with the product, the service or the digital content in writing or in such manner that the Consumer can store it in an accessible manner on a long-term data carrier:

the visiting address of the Entrepreneur's business establishment where the Consumer may get into contact with any complaints;

the conditions on which and the manner 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;

the information corresponding to existing after-sales services and guarantees;

The price including all taxes of the product, where applicable the delivery costs and the way of payment and delivery;

the standard form for withdrawal if the Consumer has the right of withdrawal.

In case of a continuing performance contract, the stipulation in the previous paragraph only applies to the first delivery.

Each contract is entered into under the suspensive condition of sufficient availability of the products concerned.

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

In case of products:

6.1. The Consumer can repudiate a purchase contract for a product without giving reasons for a period of reflection of at least 14 days. The Entrepreneur may ask the Consumer about the reason for the withdrawal but cannot force him to state his reason(s).

6.2. During this period, the Consumer shall handle the product and the packaging with care. The consumer shall only unpack or use the product to the extent necessary to judge whether he or she wishes to keep the product. If wishing to exercise the right of withdrawal, the consumer shall return the product with all delivered accessories and, as far as reasonably possible, in the original condition and packaging to the entrepreneur in conformity with the entrepreneur's reasonable and clear instructions.

6.3. When the consumer wishes to use his right of withdrawal, he is obligated to inform the entrepreneur within 14 days after receiving the product. The informing of the entrepreneur must be done by the consumer via the standard form. After the consumer has stated that he wishes to use his right of withdrawal, the consumer must return the product within 14 days. The consumer must prove that the delivered products were returned timely, by, for example, a proof of dispatch.

6.4. When the customer has not indicated that he wishes to use his right of withdrawal or has not returned the products within the terms as mentioned in paragraph 2 and 3, the purchase is final.

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

7.1. Should the consumer exercise the right of withdrawal, only the returning costs are at the consumer's expense.

7.2. If the Consumer has made a payment, the entrepreneur shall return this amount as soon as possible, but within not more than 14 days after the withdrawal. However, under the condition that the product has been received by the online retailer or conclusive evidence of a complete return can be provided.

7.3. If the product is damaged due to careless handling by the Consumer, then the Consumer is liable for the decrease in value of the product that is caused by the way of handling the product.

7.4. 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 - Exclusion of the right of withdrawal**

8.1. The entrepreneur can preclude the consumer from having a right of withdrawal as far as provided for in paragraph 2 of this article. The exclusion of the right of withdrawal applies only if the entrepreneur mentioned this clearly in the offer at least timely before the conclusion of the contract.

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

- a. that were realized according to the consumer's specifications;
- b. that are obviously personal in nature;
- c. that cannot be returned due to their nature;
- d. that spoil or age quickly;
- e. whose prices are subject to fluctuations in the financial market that are beyond the entrepreneur's control;
- f. for single newspapers and magazines;
- g. for audio and video recordings and computer software of which the consumer has broken the seal;
- h. for hygiene products of which the consumer has broken the seal.

## **Article 9 - The price**

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

9.2. 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.

9.3. Price increases within 3 months after concluding the contract are permitted only if they are the result of new legislation.

9.4. 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 starts.

9.5. All prices indicated in the provision of products or services are including VAT.

9.6. All prices are subject to printing and typographical errors. No liability is accepted for the consequences of printing and typographical errors. The entrepreneur is not obligated to provide the product for the wrong price in case of printing or typographical errors.

## **Article 10 - Conformity and Guarantee**

10.1. 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 trader also guarantees that the product is suited for other than normal designation.

10.2. An arrangement offered as a guarantee by the entrepreneur, manufacturer or importer shall not affect the rights and claims the consumer may exercise against the entrepreneur.

10.3. Any defects or faulty goods should be reported to the entrepreneur within 4 weeks after delivery in writing. Return shipment of the products must be in the original packaging and as new.

10.4. The guarantee term of the entrepreneur is equal to the factory guarantee. The entrepreneur is never liable for the eventual suitability of the products for every individual application by the consumer, nor for any advice relating to the use or application of the products.

10.5. the guarantee does not apply when:

a. The consumer has repaired and/or altered the products himself or has third parties repair and/or alter the products.

b. The delivered products have been exposed to abnormal circumstances or misused in any other way or are in violation of the directions given by the entrepreneur and/or listed on the packaging.

c. The defectiveness is, in whole or partial, the consequence of regulations given or to be given by the authorities regarding the nature or the quality of the applied materials.

## **Article 11 - Delivery and execution**

11.1. The entrepreneur shall exercise the best possible care when booking and when executing product orders, and when assessing requests for the provision of services.

11.2. The place of delivery is at the address given by the consumer to the company.

11.3. With due observance of the stipulations in Article 4 of these General Terms and Conditions, the company shall execute accepted orders with convenient speed but at least within 30 days, unless a longer delivery period was agreed. If the delivery has been delayed, or if an order

cannot be filled or can be filled only partially, the consumer shall be informed about this within 30 days after ordering. In such cases, the consumer is entitled to repudiate the contract free of charge. The consumer will have no right to compensation.

11.4. All delivery times are indicative. The consumer cannot derive any rights from any mentioned terms. Exceeding of a term does not entitle the consumer to compensation.

11.5. In the event of repudiation under paragraph 3 of this Article, the entrepreneur shall return the payment made by the consumer as soon as possible but at least within 14 days after repudiation.

11.6. If delivering an ordered product turns out to be impossible, the entrepreneur shall make an effort to offer an equivalent replacement product. Before the delivery, it shall be reported in a clear and comprehensible manner that a replacement product will be delivered. The right of withdrawal may not be excluded with replacement products. The costs of the return shipment are to be borne by the entrepreneur.

11.7. Unless explicitly agreed otherwise, the risk of loss of and/or damage to products shall remain with the entrepreneur until the time they are delivered to the consumer or his representative, predefined and known to the entrepreneur.

## **Article 12 - Continuing performance agreements: duration, termination and extension**

### **Termination**

12.1. The Consumer may at all times terminate a contract that was concluded for an indefinite time and which extends to the regular delivery of products (including electricity) or services, with due observance of the termination rules and subject to not more than one month's notice.

12.2. The Consumer may at all times terminate a contract that was concluded for a specific time and which extends to the regular delivery of products (including electricity) or services at the end of the specific period, with due observance of the termination rules and a subject to not more than one month's notice.

12.3. The Consumer can cancel the agreements mentioned in the preceding paragraphs:

- a. at any time and not be limited to termination at a particular time or in a given period;
- b. at least in the same way as they were concluded by him;
- c. at all times with the same notice as the Entrepreneur stipulated for himself.

### **Extension**

12.4. An agreement concluded for a definite period which extends to the regular delivery of products (including electricity) or services may not be automatically extended or renewed for a fixed period.

12.5. Notwithstanding the preceding paragraph, a contract for a definite period which extends to the regular delivery of dailies, newspapers, weekly newspapers and magazines, may tacitly be renewed for specific period of three months at the most if the Consumer can terminate this extended agreement towards the end of the extension with a notice of one month at the most.

12.6. An agreement concluded for a definite period and which extends to the regular delivery of products or services may only be extended tacitly for an indefinite period if the Consumer can cancel it at any time with a notice of one month. The notice is three months at the most in vase the contract is about a delivery of dailies, newspapers and weeklies and magazines occurring regularly but less than once a month.

12.7. An agreement with limited duration of regular delivery of trial dailies, newspapers, weeklies and magazines (trial or introductory subscription) is not renewed tacitly and ends automatically after the trial or introductory period.

### **Duration**

12.8. If the duration of a contract is more than one year, the Consumer may

terminate the contract at any time after one year with a notice of not more than one month, unless reasonableness and fairness resist the termination before the end of the agreed term.

### **Article 13 - Payment**

13.1. Unless otherwise agreed, the amounts to be paid by the consumer are to be settled within 7 working days after the reflection period as mentioned in Article 6 paragraph 1. Or in the event of an agreement to provide a service, this term shall begin to run after the delivery of documents relating to this service.

13.2. The consumer has the duty to inform the entrepreneur promptly of possible inaccuracies in the payment details.

13.3. In case of non-payment on the part of the consumer, and subject to legal restrictions, the entrepreneur is entitled to charge any predetermined reasonable costs incurred to the consumer.

### **Article 14 - Complaints procedure**

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

14.2. Complaints about the execution of the agreement must be submitted fully and clearly described to the entrepreneur within 7 days after the consumer has discovered the defects.

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

14.4. If the complaint cannot be solved in joint consultation, there will be a dispute that is open to the dispute settlement rules.

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

14.6. When a complaint is found just by the entrepreneur, the entrepreneur will then either replace or repair the delivered products free of charge.

### **Article 15 - Disputes**

15.1. Only Dutch law applies to agreements between the entrepreneur and the consumer to which these general terms and conditions apply. Even if the consumer lives abroad.

15.2. The Vienna Sales Convention does not apply.

### **Article 16 - Additional or different provisions**

Additional provisions or deviating from these 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 medium.