

Terms and conditions – Vaessen B.V.

Article 1. Definitions

In these conditions, the following terms are defined as stated below:

1. **Additional contract:** a contract whereby the consumer acquires products, digital content and/or services in connection with a distance contract and these items, digital content, and/or services are delivered by the entrepreneur or by a third party on the basis of a contract between this third party and the entrepreneur;
2. **Cooling off period:** the period within which the consumer can make use of their right of withdrawal;
3. **Consumer:** the natural person not acting for purposes connected with their trading, business, craft, or professional activities;
4. **Day:** calendar day;
5. **Digital content:** data that is produced and delivered in digital form;
6. **Long-term contract:** a contract that provides for the regular delivery of items, services, and/or digital content during a specific period;
7. **Durable medium:** any tool - also including email - that enables the consumer or entrepreneur to store information that is personally addressed to them in a way that enables future consultation or use during a period that is attuned to the aim for which the information is intended, and enables the unaltered reproduction of the stored information;
8. **Right of withdrawal:** the possibility for the consumer to cancel the distance contract within the cooling off period;
9. **Entrepreneur:** the natural person or legal entity that is a member of Thuiswinkel.org and offers products, (access to) digital content, and/or services to consumers at a distance;
10. **Distance contract:** a contract that is entered into between the entrepreneur and the consumer in the context of an organised system for sales at a distance of products, digital content, and/or services whereby, until the contract is entered into, exclusive or partial use is made of one or more techniques for communication at a distance;
11. **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 in respect of their order;
12. **Technique to communicate at a distance:** resource that can be used for entering into a contract without the consumer and the entrepreneur having to come together at the same time in the same space.

Article 2. Identity of the entrepreneur

Vaessen B.V. (Trades under the name Vaessen Creative)

Thermiekstraat 25

6361 HB NUTH

E-mail address:	info@vaessen-creative.com
Telephone number:	0031 (0)45 524 37 71 (08.30u – 17.15u)
Chamber of Commerce number:	14050589
VAT identification number:	NL001731749B01

Article 3. Applicability

1. These terms and conditions are applicable to every offer of the entrepreneur and every distance contract between the entrepreneur and the consumer.
2. The text of these terms and conditions will be made available to the consumer before the distance contract is entered into. If this is not reasonably possible, the entrepreneur will state, before the distance contract is entered into, the manner in which the terms and conditions can be consulted at the entrepreneur and that they can be sent as soon as possible, free of charge, at the consumer's request.
3. If the distance contract is entered into electronically, it may be that, in divergence from the foregoing paragraph and before the distance contract is entered into, the text of these terms and conditions can be made available to the consumer by electronic means in such a way that it can be stored by the consumer in a simple manner on a durable medium. If this is not reasonably possible then, before the distance contract is entered into, it will be stated where the terms and conditions can be consulted by electronic means and that they will be sent electronically or in another way, free of charge, at the consumer's request.
4. In the event that, in addition to these terms and conditions, specific product or service conditions also apply, the first and second paragraphs apply mutatis mutandis, and in the event of conflicting conditions the consumer can always invoke the applicable condition that is most favourable to them.

Article 4. The offer

1. If an offer is subject to a limited duration or subject to conditions, this will be explicitly stated in the offer.
2. The offer will include a full and detailed description of the offered products, digital content, and/or services. The description will be sufficiently detailed to enable a good evaluation of the offer by the consumer. If the entrepreneur makes use of images, these will be a true representation of the offered products, digital content and/or services. Manifest oversights or manifest errors in the offer will not be binding upon the entrepreneur.
3. Every offer will include such information that it will be clear to the consumer what rights and obligations are connected with the acceptance of the offer.

Article 5. The contract

1. The contract is subject to the provisions of paragraph 4, at the time the consumer accepts the offer and comply with the corresponding conditions.
2. If the consumer has accepted the offer by electronic means, the entrepreneur will immediately confirm by electronic means the receipt of the acceptance of the offer. The consumer can terminate the contract for as long as the receipt of this acceptance is not confirmed by the entrepreneur.
3. If the contract is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to secure the electronic transfer of data, and will ensure a secure web environment. If the consumer can pay electronically, the entrepreneur will observe appropriate security measures to this end.
4. The entrepreneur can, within the statutory provisions, investigate whether the consumer can fulfil their payment obligations, as well as investigate all the facts and factors that are of importance for entering into the distance contract responsibly. If, on the basis of this investigation, the entrepreneur has good grounds for not entering into the contract, it is entitled to refuse an order or application, stating reasons, or to attach special conditions to the implementation.
5. The entrepreneur will, no later than on the delivery of the product, service, or digital content, send the consumer, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable medium, the following information:
 - a. the visiting address of the place of business of the entrepreneur where the consumer can direct complaints;
 - b. the conditions under which and the manner in which the consumer can make use of the right of withdrawal, or a clear statement concerning the exclusion of the right of withdrawal;
 - c. the information on guarantees and existing service after purchase;
 - d. the price, including all taxes, of the product, service, or digital content; the costs of delivery insofar as applicable; and the method of payment, delivery or implementation of the distance contract;
 - e. the requirements for termination of the contract if the contract has a duration of more than one year or is of indefinite duration;
 - f. if the consumer has a right of withdrawal, the model withdrawal form.
6. In the case of an extended transaction, the provisions in the foregoing paragraph are only applicable to the first delivery.

Article 6. Right of withdrawal

In the case of products:

1. The consumer can terminate a contract in connection with the purchase of a product during a cooling off period of a minimum of 14 days without stating reasons. The entrepreneur may ask the consumer about the reason for withdrawal, but not oblige the consumer to state their reason(s).
2. The cooling off period stated in paragraph 1 commences on the day after the consumer, or a third party designated in advance by the consumer, who is not the transporter, has received the product, or:
 - a. if the consumer has ordered multiple products in the same order: the day on which the consumer, or a third party designated by them, has received the last product. The entrepreneur may, provided that they have informed the consumer of this in a clear manner

prior to the ordering process, refuse an order of multiple products with different delivery times.

- b. if the delivery of a product consists of different consignments or components: the day on which the consumer, or a third party designated by them, has received the last consignment or the last component;
- c. in the case of contracts for regular delivery of products during a particular period: the day on which the consumer, or a third party designated by them, has received the first product.

In the case of services and digital content that is not delivered on a material carrier:

3. The consumer can terminate a service contract and a contract for the delivery of digital content that is not delivered on a material carrier during a period of a minimum of 14 days without stating reasons. The entrepreneur may ask the consumer about the reason for withdrawal, but not oblige the consumer to state their reason(s).
4. The cooling off period stated in paragraph 3 commences on the day following the contract having been entered into.

Extended cooling off period for products, services, and digital content that is not delivered on a material carrier in the event of non-notification of the right of withdrawal:

5. If the entrepreneur has not provided the legally required information on the right of withdrawal or the model withdrawal form, the cooling off period expires twelve months after the end of the original cooling off period established in accordance with the foregoing paragraphs of this article.
6. If the entrepreneur has provided the consumer with the information referred to in the foregoing paragraph of this article within twelve months of the commencement date of the original cooling off period, the cooling off period expires 14 days after the day on which the consumer has received this information.

Article 7. Obligations of the consumer during the cooling off period

1. During the cooling off period, the consumer will handle the product and the packaging with care. They will only unpack or use the product to the extent that is necessary to establish the nature, the characteristics and the operation of the product. The basic principle in this is that the consumer may only utilize and inspect the product as they would be allowed to do in a store.
2. The consumer is only liable for depreciation of the product that is the result of a way of coping with the product that goes beyond allowed in paragraph 1.
3. The consumer is not liable for depreciation of the product if the entrepreneur has not provided the consumer with all legally required information on the right of withdrawal before or at the time of the contract being entered into.

Article 8. Exercise of the right of withdrawal by the consumer, and costs thereof

1. If the consumer makes use of their right of withdrawal, they will notify the entrepreneur of this within the cooling off period by means of the model withdrawal form or in another unambiguous manner.
2. As soon as possible, but within 14 days from the day following the notification referred to in paragraph 1, the consumer will 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 themselves. The consumer is deemed to have adhered to the cooling off period if he returns the product before the cooling off period has expired.
3. The consumer will return the product with all supplied accessories, if possible in the original condition and packaging, and in accordance with the reasonable and clear instructions issued by the entrepreneur.
4. The risk and the burden of proof for the correct and timely exercise of the right of withdrawal lie with the consumer.
5. The consumer will bear the direct costs of the return of the product. If the entrepreneur has not stated that the consumer must bear these costs, or if the entrepreneur indicates that it will bear the costs, the consumer does not have to bear the costs of return.
6. The consumer will not bear any costs for the full or partial delivery of digital content that is not delivered on a material carrier if:
 - a. they have not given their prior express consent to the commencement of the performance with the contract before the end of the cooling off period;
 - b. they have not acknowledged that they lose their right of withdrawal on giving their consent;
 - or
 - c. the entrepreneur has omitted to confirm this statement by the consumer.
7. If the consumer makes use of their right of withdrawal, all ancillary contracts are terminated by operation of law.

Article 9. Obligations of the entrepreneur in the event of withdrawal

1. If the entrepreneur enables the notification of withdrawal by the consumer by electronic means, they will send a confirmation of receipt without delay after receipt of this notification.
2. 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 in any event within 14 days following the day on which the consumer notifies them of the withdrawal. Unless the entrepreneur offers to collect the product themselves, they may delay the repayment until they have received the product or until the consumer shows that they have returned the product, according to what time is earlier.
3. The entrepreneur will use the same payment method for repayment that the consumer has used, unless the consumer agrees to another method. The repayment is free of charge for the consumer.
4. If the consumer has chosen a more expensive method of delivery than the cheapest standard delivery, the entrepreneur does not have to repay the additional costs of 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 has clearly stated this with the offer, or in a timely manner before the contract is entered into:

1. Products or services whose price is linked to fluctuations on the financial market upon which the entrepreneur has no influence and that can arise within the withdrawal period.
2. Contracts that are entered into during a public auction. A public auction is defined as a method of sale whereby products, digital content and/or services are offered by the entrepreneur to the consumer who is present in person or is given the opportunity to be present in person at the auction, under the direction of an auctioneer, and whereby the successful bidder is obliged to purchase the products, digital content, and/or services.
3. Service contracts, after full performance of the service, but only if:
 - a. the performance was begun with the express prior consent of the consumer;
 - and
 - b. the consumer has declared that they lose their right of withdrawal once the entrepreneur has fully implemented the contract;
4. Package travels, package holidays and package tours as referred to in article 7:500 BW and contracts on passenger transport;
5. Service contracts for the provision of accommodation, if a specific date or period of performance is provided for in the contract and other than for residential purposes, transport of goods, vehicle hire services, and catering;
6. Contracts in connection with leisure activities, if a specific date or period of performance is provided for in the contract;
7. Products manufactured according to specifications of the consumer, which are not prefabricated and which are manufactured on the basis of an individual choice or decision of the consumer, or that are clearly intended for a specific person;
8. Products that quickly perish or have a limited storage life;
9. Sealed products that for reasons of health protection or hygiene are not suitable to be returned and the seal of which is broken after delivery;
10. Products that after delivery, by their nature, are irreversibly mixed with other products;
11. Alcoholic drinks whose price is agreed on entering into the contract, but whose delivery can only take place after 30 days, and whose actual value is dependent on fluctuations of the market upon which the entrepreneur has no influence;
12. Sealed audio recordings, video recordings and computer software of which the seal is broken after delivery;
13. Newspapers, periodicals or magazines, with the exception of subscriptions to these;
14. After delivery of digital content other than on a material carrier, but only if:
 - a. the performance was begun with the express prior consent of the consumer;
 - and
 - b. the consumer has declared that they lose their right of withdrawal once the entrepreneur has fully implemented the contract;

Article 11. The price

1. The prices of the products and/or services offered cannot be increased during the validity period stated in the offer, except for price changes as a result of changes in VAT rates.
2. In divergence from the foregoing paragraph, the entrepreneur can offer products or services, whose prices are linked to fluctuations on the financial market upon which the entrepreneur has no influence, at variable prices. This linkage to fluctuations and the fact that any stated prices are guide prices will be stated in the offer.
3. Price increases within 3 months after the contract coming into being are only permitted if they are the result of regulations or statutory provisions.
4. Price increases from 3 months after the contract having come into being are only permitted if the entrepreneur has stipulated this and:
 - a. these are the result of regulations or statutory provisions; or
 - b. the consumer has the authority to terminate the contract with effect from the day on which the price increase takes effect;
5. The prices stated in the offer of products or services include VAT.

Article 12. Compliance with contract and additional guarantee

1. The entrepreneur guarantees that the products and/or services are in compliance with the contract, the specifications stated in the offer, the reasonable standards of soundness and/or utility and the legal provisions and/or government prescriptions existing on the date the contract is entered into. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.
2. An additional guarantee provided by the entrepreneur, their supplier, manufacturer or importer will never limit the rights and claims provided by law that the consumer can assert against the entrepreneur under the provisions of the contract if the entrepreneur is remiss in the compliance with their part of the contract.
3. An additional guarantee is defined as any commitment of the entrepreneur, their supplier, importer, or manufacturer in which particular rights or claims are granted to the consumer that go further than those to which the entrepreneur, their supplier, importer, or manufacturer are bound by law in the event that they are remiss in the compliance with their part of the contract.

Article 13. Delivery and implementation

1. The entrepreneur will observe the greatest possible care in the reception and implementation of orders for products and in the evaluation of requests for the provision of services.
2. The address stated by the consumer to the entrepreneur is deemed the place of delivery.
3. In compliance with that which is stated in this respect in article 4 of these terms and conditions, the entrepreneur will carry out accepted orders with appropriate rapidity, but in any event within 30 days, unless another delivery period is agreed. If the delivery is delayed, or if an order cannot be or can only be partially carried out, the consumer will be informed of this no later than 30 days after they had placed the order. In that case the consumer is

entitled to terminate the contract free of charge, and possibly with compensation of damages incurred.

4. After termination in accordance with the foregoing paragraph the entrepreneur will refund the amount that the consumer has paid without delay.
5. The risk of damage to and/or loss of products rests with the entrepreneur until the time of delivery to the consumer or a representative previously designated and made known to the entrepreneur, unless expressly agreed otherwise.

Article 14. Extended transactions: duration, termination, and extension

Termination:

1. The consumer can always terminate a contract that is entered into for an indefinite period and is for the purpose of the regular delivery of products or services in accordance with the termination rules agreed to and a period of notice of no more than one month.
2. The consumer can always terminate a contract that is entered into for a definite period and is for the purpose of the regular delivery of products or services at the end of the definite period with the observance of the termination regulations agreed for this purpose and a period of notice of a maximum of one month.
3. The consumer can:
 - a. terminate the contracts stated in the foregoing paragraph at any time, and not be limited to termination at a particular time or in a particular period;
 - b. at the least terminate the contracts stated in the foregoing paragraph in the same manner as they were entered into;
 - c. always terminate the contracts stated in the foregoing paragraph with the same period of notice as the entrepreneur has stipulated for itself.

Extension:

4. A contract that is entered into for a set period and is for the purpose of the regular delivery of products or services may not be automatically extended or renewed for a definite period.
5. In divergence from the foregoing paragraph, a contract that is entered into for a set period and is for the purpose of the regular delivery of daily and weekly newspapers and periodicals can be extended for a set period of a maximum of three months if the consumer can terminate this extended contract at the end of the extension with a period of notice of a maximum of one month.
6. A contract that is entered into for a set period and is for the purpose of the regular delivery of products or services may only be automatically extended for a set period if the consumer can terminate the contract at any time with the observance of a period of notice of no more than one month. In the event that the contract is for the purpose of the regular, but less than once per month, delivery of daily or weekly newspapers and periodicals.
7. A contract for a limited period that is for the purpose of the regular delivery of daily or weekly newspapers and periodicals (trial or introductory subscription) will not be automatically continued, and ends automatically after the expiry of the trial or introductory period.

Duration:

8. If a contract has a duration of more than a year, the consumer can terminate the contract after a year at any time with a period of notice of a maximum of one month, unless the standards of reasonableness and fairness oppose termination before the end of the agreed duration.

Article 15. Payment

1. Insofar as not otherwise determined in the contract or supplementary conditions, the amounts the consumer is obliged to pay within 14 days of the commencement of the cooling off period, or in the absence of a cooling off period, within 14 days of the contract having been entered into. In the case of a contract for the provision of a service, this period commences on the day after the consumer has received the confirmation of the contract.
2. In the case of the sale of products to consumers, the consumer can never be obliged in the terms and conditions to prepayment of more than 50%. If prepayment is agreed upon, the consumer cannot assert any right whatsoever concerning the implementation of the order or service(s) in question before the stipulated prepayment has taken place.
3. The consumer has the duty to immediately notify the entrepreneur of inaccuracies in the provided or notified payment details.
4. If the consumer does not fulfil its payment obligation(s) in a timely manner, they are liable, after the late payment has been pointed out to them by the entrepreneur and the entrepreneur has granted the consumer a period of 14 days to fulfil their payment obligations, and in absence of payment within this 14-day period, to pay the statutory interest rate on the amount that is still payable, and the entrepreneur is entitled to charge the extrajudicial collection costs incurred by them. These collection costs will amount to a maximum of: 15% of outstanding amounts up to € 2,500; 10% of the subsequent € 2,500 and 5% of the following € 5,000, with a minimum of € 40. The entrepreneur can diverge from the stated amounts and percentages to the benefit of the consumer.

Article 16. Complaints procedure

1. The entrepreneur has a sufficiently publicized complaints procedure, and will deal with the complaint in compliance with this complaints procedure.
2. Complaints concerning the performance of the contract must be submitted to the entrepreneur, fully and clearly described, within a reasonable period after the consumer has ascertained the defects.
3. Complaints submitted to the entrepreneur will be replied to within a period of 14 days calculated from the date of receipt. If a complaint requires a foreseeably longer processing time, the entrepreneur will reply within the period of 14 days with a confirmation of receipt and an indication of when the consumer can expect a more extensive reply.
4. The consumer must in any event grant the entrepreneur 4 weeks to resolve the complaint in mutual consultation. After this period, a dispute arises that is actionable under the complaints procedure.

Article 17. Disputes

1. Contracts between the entrepreneur and the consumer to which these terms and conditions apply are exclusively governed by the laws of the Netherlands.

Article 18. Additional or divergent provisions

Additional provisions or provisions that diverge from these terms and conditions may not be to the detriment of the consumer and must be established in writing or in such a way that they can be stored by the consumer in an accessible manner on a durable medium.

Standard withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

- **To: Vaessen** **B.V.**
Thermiekstraat 25, 6361 HB NUTH
info@vaessen-creative.com

- I / We * share / share * hereby that I / we * our agreement regarding
the sale of the following products: [designation product] *
the delivery of the following digital content: [digital content description] *
the provision of the following service: [designation of service] *,
revoked / revoked *

- Ordered on * / received on * [order date with services or receipt with products]

- [Consumer (s) name]

- [Consumer (s) address]

- [Consumer (s) signature] (only if this form is submitted on paper)

* Cross out what does not apply or fill in what applies.