Terms and conditions of OnszadenÂ

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Article 1 - DefinitionsÂ In these conditions the followingÂ **definitionsÂ**
apply:

1. **Additional agreementÂ** : an agreement whereby the consumer acquires products, digital content and / or services in connection with a distance agreement 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;
2. **Cooling-off periodÂ** : the period within which the consumer can make use of his right of withdrawal;
3. **ConsumerÂ** : the natural person who does not act for purposes related to his trade, business, craft or professional activity;
4. **DayÂ** : calendar day;
5. **Digital contentÂ** : data that is produced and delivered in digital form;
6. **Duration agreementÂ** : an agreement that extends to the regular delivery of goods, services and / or digital content during a certain period;
7. **Sustainable data carrierÂ** : any tool - including e-mail - that enables the consumer or entrepreneur to store information that is addressed to him personally in a way that future consultation or use during a period that is tailored to the purpose for which the information is intended and which allows unaltered reproduction of the stored information;
8. **Right of withdrawalÂ** : the possibility for the consumer to cancel the distance agreement within the cooling-off period;
9. **EntrepreneurÂ** : the natural or legal person who offers products, (access to) digital content and / or services to consumers remotely;
10. **DistanceÂ** agreement: an agreement that is concluded between the entrepreneur and the consumer within the framework of an organized system for distance selling of products, digital content and / or services, whereby, up to and including the conclusionÂ of the agreement, exclusive or joint use

was made becomes of one or more techniques for distance communication;
11. **Model form for cancellationÂ** : a digital version of the cancellation form can beÂ foundÂ on the websiteÂ ;
12. **Technology for distance communicationÂ** : means that can be used to conclude an agreement, without the consumer and trader having to come together in the same room at the same time.

Article 2 - Identity of the entrepreneurÂ

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Article 3 - Applicability

1. These general terms and conditions apply to every offer from the entrepreneur and to every distance contract concluded between the entrepreneur and the consumer.
2. Before the distance agreement is concluded, the text of these general terms and conditions is made available to the consumer.Â If this is not reasonably possible, the entrepreneur will indicate before the distance agreement 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 request of the consumer.
3. If the distance contract is concluded electronically, contrary to the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions may be made available to the consumer electronically in such a way that the consumer can can be stored in a simple way on a durable data carrier.Â If this is not reasonably possible, it will be indicated before the distance contract is concluded where the general terms and conditions can be read electronically and that they will be sent free of charge electronically or otherwise at the request of the consumer.
4. In the event that specific product or service conditions apply in addition to these general terms and conditions, the second and third paragraphs apply mutatis mutandis and in the event of conflicting terms and conditions the consumer can always invoke the applicable provision that is most favorable to him .

Article 4 - The offer

1. If an offer has a limited duration or is subject to conditions, this will be explicitly stated in the offer.
2. The offer contains a complete and accurate description of the products, digital content and / or services offered.Â The description is sufficiently detailed to enable a proper assessment of the offer by the consumer.Â If the entrepreneur uses images, these are a trueÂ representation of the products, services and / or digital content offered.Â Obvious mistakes or errors in the offer do not bind the entrepreneur.
3. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to accepting the offer.

Article 5 - The agreement

1. The agreement is subject to the provisions of paragraph 4, concluded at the time the consumer accepts the offer and meets the corresponding conditions.
2. If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm receipt of the acceptance of the offer electronically.Â As long as the entrepreneur has not confirmed receipt of this acceptance, the consumer can terminate the agreement.
3. If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to secure the electronic transfer of data and he will ensure a safeÂ web environmentÂ .Â If the consumer can pay electronically, the entrepreneur will take appropriate security measures.
4. The entrepreneur can - within the law - inform himself if 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 agreement.Â If on the basis of this investigation the entrepreneur has good reasons not to enter into the agreement, he is entitled to refuse an order or request or to attach special conditions to the implementation.
5. The entrepreneur will send the following information to the consumer at the latest on 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 medium:
    1. the visiting address of the establishment of the entrepreneur where the consumer can go with complaints;
    2. the conditions under which and the way in which the consumer can exercise the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
    3. the information about guarantees and existing service after purchase;
    4. the price including all taxes of the product, service or digital content;Â where applicable, the costs of delivery;Â and the method of payment, delivery or implementation of the distance agreement;
    5. the requirements for canceling the agreement if the agreement has a duration of more than one year or is of indefinite duration;
    6. if the consumer has a right of withdrawal, the model form for withdrawal.
6. In the case of an extended transaction, the provision in the previous paragraph applies only to the first delivery.

Article 6 - Right of withdrawalÂ

For products:

1. 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.Â The entrepreneur may ask the consumer about the reason for withdrawal, but not oblige him to state his reason (s).
2. The reflection period referred to in paragraph 1 starts on the day after the consumer, or a third party designated by the consumer in advance, who is not the carrier, has received the product, or:
    1. if the consumer has ordered several products in the same order: the day on which the consumer, or a third party designated by him, has received the last product.Â The entrepreneur may, provided that he has clearly informed the consumer prior to the ordering process, refuse an order for several products with a different delivery time.
    2. 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;
    3. for agreements for regular delivery of products during a certain period: the day on which the consumer, or a third party designated by him, has received the first product.

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

3. 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.Â The entrepreneur may ask the consumer about the reason for withdrawal, but not oblige him to state his reason (s).
4. The reflection period referred to in paragraph 3 starts on the day following the conclusion of the agreement.

Extended cooling-off period for products, services and digital content that is not supplied on a tangible medium when not informed about the right of withdrawal:

5. If the entrepreneur has not provided the consumer with the legally required information about the right of withdrawal or the model form for withdrawal, the cooling-off period ends twelve months after the end of the original cooling-off period determined in accordance with the previous paragraphs of this article.
6. If the entrepreneur has provided the consumer with the information referred to in the previous paragraph within twelve months of the starting date of the original cooling-off period, the cooling-off period expires 14 days after the day on which the consumer received that 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.Â He will only unpack or use the product to the extent that is necessary to determine the nature, characteristics and operation of the product.Â The basic principle here is that the consumer may only handle and inspect the product as he would be allowed to do in a store.
2. The consumer is only liable for value reduction of the product that is the result of a way of handling the product that goes beyond what is permitted in paragraph 1.
3. The consumer is not liable for value reduction of the product if the entrepreneur has not provided him with all legally required information about the right of withdrawal before or at the conclusion of the agreement.

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

1. If the consumer makes use of 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.
2. As soon as possible, but within 14 days from the day following the notification referred to in paragraph 1, the consumer sends the product back or hands it to (an agent of) the entrepreneur.Â This is not necessary if the entrepreneur has offered to collect the product himself.Â The consumer has in any case observed the return period if he returns the product before the cooling-off period has expired.
3. The consumer returns the product with all accessories supplied, if reasonably possible in its original condition and packaging, and in accordance with the reasonable and clear instructions provided by the entrepreneur.
4. The risk and burden of proof for the correct and timely exercise of the right of withdrawal lies with the consumer.
5. The consumer bears the direct costs of returning the product.Â If the entrepreneur has not reported that the consumer must bear these costs or if the entrepreneur indicates to bear the costs himself, the consumer does not have to bear the costs for return.
6. If the consumer cancels after having first explicitly requested that the provision of the service or the supply of gas, water or electricity that are not made ready for sale commence in a limited

volume or quantity during the cooling-off period, the consumer is the entrepreneur an owe an amount that is proportional to that part of the commitment that the entrepreneur has fulfilled at the time of cancellation, compared to full compliance with the commitment.

7. The consumer does not bear any costs for the performance of services or the supply of water, gas or electricity, which are not made ready for sale in a limited volume or quantity, or for the supply of district heating, if:
    1. the entrepreneur has not provided the consumer with the legally required information about the right of withdrawal, the reimbursement of costs or the model form for withdrawal, or;
    2. the consumer did not explicitly request the start of the performance of the service or supply of gas, water, electricity or district heating during the cooling-off period.
8. The consumer does not bear any costs for the full or partial delivery of digital content not supplied on a tangible medium if:
    1. prior to delivery, he has not explicitly agreed to commence compliance with the agreement before the end of the consideration period;
    2. he has not acknowledged that he has lost his right of withdrawal when granting his permission;Â or
    3. the entrepreneur has failed to confirm this statement from the consumer.
9. If the consumer makes use of his right of withdrawal, all additional agreements will be dissolved by operation of law.

Article 9 - Obligations of the entrepreneur in case of withdrawal

1. If the trader makes it possible for the consumer to withdraw electronically, he will immediately send a confirmation of receipt after receiving this notification.
2. The entrepreneur reimburses all payments made by the consumer, including any delivery costs charged by the entrepreneur for the returned product, immediately but within 14 days following the day on which the consumer notifies him of the cancellation.Â Unless the entrepreneur offers to collect the product himself, he may wait to pay back until he has received the product or until the consumer demonstrates that he has sent back the product, whichever is the earlier.
3. The entrepreneur uses the same payment method that the consumer used for reimbursement, unless the consumer agrees to a different method.Â The reimbursement is free of charge for the consumer.
4. If the consumer has opted for a more expensive method of delivery than the cheapest standard delivery, the entrepreneur does not have to pay back the additional costs for the more expensive method.

Article 10 - Exclusion of the right of withdrawalÂ

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

1. Products or services whose price depends on fluctuations in the financial market over which the entrepreneur has no influence and which may occur within the withdrawal period;
2. Agreements concluded during a public auction.Â A public auction means a sales method in which products, digital content and / or services are offered by the entrepreneur to the consumer who is present in person or who is given the opportunity to be present in person at the auction, under the direction of an auctioneer, and in which 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:
    1. the performance has begun with the express prior consent of the consumer;Â and

    2. the consumer has stated that he loses his right of withdrawal once the entrepreneur has fully executed the agreement;
4. Service contracts for the provision of accommodation, if a specific date or period of execution is provided for in the contract and other than for residential purposes, goods transport, car rental services and catering;
5. Agreements related to leisure activities, if a specific date or period of execution is provided for in the agreement;
6. Products manufactured according to the consumer's specifications that are not prefabricated and that are manufactured on the basis of an individual choice orÂ decision of the consumer, or that are clearly intended for a specific person;
7. Products that spoil quickly or have a limited shelf life;
8. Sealed products that for reasons of health protection or hygiene are not suitable for being returned and of which the seal has been broken after delivery;
9. Products that are irrevocably mixed with other products after delivery due to their nature;
10. Alcoholic beverages, the price of which was agreed at the conclusion of the agreement, but the delivery of which can only take place after 30 days, and the actual value of which is dependent on market fluctuations over which the entrepreneur has no influence;
11. Sealed audio, video recordings and computer software, the seal of which has been broken after delivery;
12. Newspapers, magazines or magazines, with the exception of subscriptions to them;
13. The delivery of digital content other than on a material medium, but only if:
    1. the performance has begun with the express prior consent of the consumer;Â and
    2. the consumer has stated that he thereby loses his right of withdrawal.

Article 11 - The price

1. During the validity period stated in the offer, the prices of the products and / or services offered are not increased, except for price changes due to changes in VAT rates.
2. Contrary to the previous paragraph, the entrepreneur may offer products or services with variable prices that are subject to fluctuations in the financial market and over which the entrepreneur has no influence.Â This link to fluctuations and the fact that any stated prices are target prices are stated in the offer.
3. Price increases within 3 months after the conclusion of the agreement are only permitted if they are the result of statutory regulations or provisions.
4. Price increases from 3 months after the conclusion of the agreement are only permitted if the entrepreneur has stipulated this and:
    1. these are the result of statutory regulations or provisions;Â or
    2. the consumer has the authority to cancel the agreement with effect from the day on which the price increase takes effect.
5. The prices stated in the range of products or services include VAT.

Article 12 - Compliance with agreement and extra guarantee

1. 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.Â If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.
2. An extra guarantee provided by the trader, his supplier, manufacturer or importer never limits the legal rights and claims that the consumerÂ can assert against the traderÂ on theÂ basis of the

agreement if the trader has failed to fulfill his part of the agreement.
3. An extra guarantee is understood to mean any commitment of the entrepreneur, his supplier, importer or producer in which he grants certain rights or claims to the consumer that go beyond what is legally required in the event that he has failed to fulfill his part of the agreement. .

Article 13 - Delivery and implementation

1. The entrepreneur will take the greatest possible care when receiving and implementing orders for products and when assessing applications for the provision of services.
2. The place of delivery is the address that the consumer has made known to the entrepreneur.
3. Taking into account what is stated about this in article 4 of these general terms and conditions, the entrepreneur will execute accepted orders with due speed, though at the latest within 30 days, unless a different delivery period has been agreed.Â If the delivery is delayed, or if an order cannot or only partially be executed, the consumer will be notified of this no later than 30 days after he has placed the order.Â In that case, the consumer has the right to terminate the contract without costs and is entitled to any compensation.
4. After dissolution in accordance with the previous paragraph, the entrepreneur will immediately refund the amount that the consumer has paid.
5. 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 explicitly agreed otherwise.

Article 14 - Duration transactions: duration, cancellation and extensionÂ

Cancellation:

1. The consumer can at all times cancel an agreement that has been entered into for an indefinite period and that extends to the regular delivery of products (including electricity) or services with due observance of the agreed termination rules and a notice period of at most one month.
2. The consumer can at all times terminate a contract that has been entered into for a definite period and that extends to the regular delivery of products (including electricity) or services with due observance of the agreed termination rules and a cancellation period of at least one month at most.Â 3. The consumer can the agreements mentioned in the previous paragraphs: - cancel at any time and are not limited to cancellation at a certain time or in a certain period;Â - cancel at least in the same way as they are entered into by him;Â - always cancel with the same cancellation period as the entrepreneur has stipulated for himself.

Extension :?

3. An agreement that has been entered into for a definite period of time and that extends to the regular delivery of products (including electricity) or services, may not be tacitly extended or renewed for a specific duration.
4. By way of derogation from the previous paragraph, a contract that has been entered into for a definite period and that extends to the regular delivery of daily, weekly and weekly newspapers and magazines may be tacitly renewed for a specific duration of a maximum of three months if the consumer concludes this extended contract against can terminate the extension with a notice period of at most one month.
5. 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 one month at most.Â The notice period is

at most three months if the agreement extends to the regular, but less than once a month, delivery of daily, news and weekly newspapers and magazines.
6. A contract with a limited duration for the regular introduction of daily newspapers, news and weekly newspapers and magazines (trial or introductory subscription) is not tacitly continued and ends automatically after the trial or introductory period.

Expensive:

7. If an agreement has a duration of more than one year, the consumer may cancel the agreement at any time after one year with a cancellation period of at most one month, unless reasonableness and fairness preclude cancellation before the end of the agreed duration.

Article 15 - Payment

1. Insofar as not stipulated otherwise in the agreement or additional conditions, the amounts owed by the consumer must be paid within 14 days after the commencement of the reflection period, or in the absence of a reflection period within 14 days after the conclusion of the agreement.Â In the case of an agreement to provide a service, this period commences on the day after the consumer has received the confirmation of the agreement.
2. When selling products to consumers, the general terms and conditions may never oblige the consumer to pay more than 50% in advance.Â When an advance payment is stipulated, the consumer cannot assert any rights regarding the execution of the relevant order or service (s), before the advance payment has been made.
3. The consumer has the duty to immediately report inaccuracies in payment data provided or specified to the entrepreneur.
4. If the consumer does not meet his payment obligation (s) in time, this is, after he has been informed by the entrepreneur of the late payment and the entrepreneur has granted the consumer a period of 14 days to still meet his payment obligations, after the Failure to pay within this 14-day period, owe statutory interest on the amount still due and the entrepreneur is entitled to charge the extrajudicial collection costs incurred by him.Â These collection costs amount to a maximum of: 15% on outstanding amounts up to € 2,500;Â 10% over the following € 2,500 and 5%Â over the following € 5,000 with a minimum of € 40.Â The entrepreneur can, for the benefit of the consumer, deviate from the stated amounts and percentages.

Article 16 - Complaints

1. The entrepreneur has a well-publicized complaints and deals with complaints under this procedure.Â 2. Complaints about the implementation of the agreement must be submitted fully and clearly described to the entrepreneur within a reasonable time after the consumer has discovered the defects.
2. Complaints submitted to the entrepreneur will be answered within a period of 14 days from the date of receipt.Â If a complaint requires a foreseeable longer processing time, the entrepreneur will respond within a period of 14 days with a message of receipt and an indication when the consumer can expect a more detailed answer.
3. If the complaint cannot be resolved in mutual consultation within a reasonable period or within 3 months after the complaint has been submitted, a dispute will arise that is subject to the dispute settlement procedure.

Article 17 - Disputes

1. Agreements between the entrepreneur and the consumer to which these general terms and conditions apply are exclusively governed by Dutch law.

Article 18 - Additional or different provisions

1. 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 in an accessible manner on a durable medium by the consumer.