

Terms and Conditions

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ARTICLE 1 - DEFINITIONS

In these terms and conditions:

Reflection period: the period within which the consumer can make use of his right of withdrawal;

Consumer: the natural person who does not act in the exercise of a profession or business and who enters into a distance contract with the entrepreneur;

Day: calendar day;

Duration transaction: a distance contract with regard to a series of products and/or services, the delivery and/or purchase obligation of which is spread over time;

Durable data carrier: any means that enables the consumer or entrepreneur to store information that is addressed to him personally in a way that allows future consultation and unchanged reproduction of the stored information.

Right of withdrawal: the option for the consumer to waive the distance contract within the cooling-off period;

Entrepreneur: the natural or legal person who is a member of the Stichting Webshop Keurmerk and offers products and/or services to consumers at a distance;

Distance contract: an agreement whereby in the context of a system organized by the entrepreneur for distance sales of products and/or services, up to and including the conclusion of the agreement, use is made exclusively of one or more techniques for distance communication;

Technique for distance communication: means that can be used to conclude an agreement, without the consumer and entrepreneur coming together in the same room at the same time.

ARTICLE 2 - IDENTITY OF THE ENTREPRENEUR

Entrepreneur name: van der Feer.

Business address: Nikkelstraat 31. 8211AJ Lelystad.
0320-247149

E-mail address: info@feer.nl

Chamber of Commerce number: 39043340

VAT identification number: NL8066.70.034.B01

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

If the entrepreneur exercises a regulated profession:

- the professional association or organization with which he is affiliated;
- the professional title, the place in the EU or the European Economic Area where it was awarded;
- a reference to the professional rules that apply in the Netherlands and instructions where and how these professional rules can be accessed.

ARTICLE 3 – APPLICABILITY

1. These general terms and conditions apply to every offer from the entrepreneur and to every distance contract concluded between entrepreneur and consumer.
2. 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, before the distance contract is concluded, it will be indicated that the general terms and conditions can be viewed at the entrepreneur's premises 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 can be made available to the consumer electronically in such a way that they can be read by the consumer. consumer can be stored in a simple manner 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 inspected electronically and that they will be sent free of charge at the request of the consumer electronically or otherwise.
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 general terms and conditions, the consumer can always invoke the applicable provision that is the most appropriate for him. is most favorable.

ARTICLE 4 - THE OFFER

1. If an offer has a limited period of validity or is subject to conditions, this will be expressly stated in the offer.
2. The offer contains a complete and accurate description of the products and/or services offered. The description is sufficiently detailed to enable a proper assessment of the offer by the consumer. If the entrepreneur uses images, these are a true representation of the products and / or services offered. 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 the acceptance of the offer. This concerns in particular:
 - the price including taxes;
 - any costs of delivery;
 - the manner in which the agreement will be concluded and which actions
 - are necessary for this;
 - whether or not the right of withdrawal applies;
 - the method of payment, delivery and performance of the agreement;

- the term for acceptance of the offer, or the term within which the
 - entrepreneur guarantees the price;
 - the amount of the rate for distance communication if the costs of the use of the technology for distance communication are calculated on a basis other than the regular basic rate for the means of communication used;
 - whether the agreement will be archived after the conclusion, and if so, on which file
 - the manner in which it can be consulted by the consumer;
 - the way in which the consumer, before concluding the agreement, can check the data provided by him in the context of the agreement and, if desired, restore it;
- any other languages in which, in addition to Dutch, the agreement can be concluded;
- the codes of conduct to which the entrepreneur has submitted and the way in which the consumer can consult these codes of conduct electronically; and
- the minimum duration of the distance contract in case of a duration transaction.

ARTICLE 5 - THE AGREEMENT

1. The agreement is concluded, subject to the provisions of paragraph 4, at the moment of acceptance by the consumer of the offer and compliance with the corresponding conditions.
2. If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm receipt of the acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed by the entrepreneur, the consumer can dissolve 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 ensure a safe web environment. If the consumer can pay electronically, the entrepreneur will take appropriate security measures.
4. 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, 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 with reasons, or to attach special conditions to the implementation.
5. The entrepreneur will send the following information to the consumer with the product or service, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable data carrier:
 - a. the visiting address of the establishment of the entrepreneur where the consumer can go with 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 regarding the exclusion of the right of withdrawal;
 - c. the information about warranties and existing after-sales service;
 - d. the information included in Article 4 paragraph 3 of these terms and conditions, unless the entrepreneur has already provided this information to the consumer before the execution of the agreement;
 - e. the requirements for termination of the agreement if the agreement has a duration of more than one year or is of an indefinite duration.
6. In the case of a long-term transaction, the provision in the previous paragraph only applies to the first delivery.

ARTICLE 6 - RIGHT OF WITHDRAWAL

Upon delivery of products:

1. When purchasing products, the consumer has the option of dissolving the contract without giving reasons during 7 days. This cooling-off period starts on the day after receipt of the product by the consumer or a representative designated in advance by the consumer and made known to the entrepreneur.
2. During the cooling-off period, the consumer will treat the product and the packaging with care. He will only unpack or use the product to the extent necessary to assess whether he wishes to keep the product. If he makes use of his right of withdrawal, he will return the product with all accessories supplied and - if reasonably possible - in the original condition and packaging to the entrepreneur.
return, in accordance with the reasonable and clear instructions provided by the entrepreneur.

When providing services:

3. When services are provided, the consumer has the option of dissolving the contract without giving reasons for at least fourteen days, starting on the day of entering into the contract.
4. To make use of his right of withdrawal, the consumer will follow the reasonable and clear instructions provided by the entrepreneur with the offer and/or at the latest with the delivery.

ARTICLE 7 - COSTS IN CASE OF WITHDRAWAL

1. If the consumer makes use of his right of withdrawal, the costs of return will be borne at most.
2. If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible, but no later than 30 days after the return or cancellation.

ARTICLE 8 - EXCLUSION OF THE RIGHT OF WITHDRAWAL

1. The entrepreneur can exclude the consumer's right of withdrawal insofar as provided for in paragraphs 2 and 3. The exclusion of the right of withdrawal only applies if the entrepreneur has clearly stated this in the offer, at least in time for the conclusion of the agreement.
2. Exclusion of the right of withdrawal is only possible for products:
 - a. that have been created by the entrepreneur in accordance with specifications of the consumer;
 - b. that are clearly personal in nature;
 - c. which cannot be returned due to their nature;
 - d. that can spoil or age quickly;
 - e. the price of which is subject to fluctuations in the financial market over which the entrepreneur has no influence;
 - f. for loose newspapers and magazines;
 - g. for audio and video recordings and computer software of which the consumer has broken the seal.
3. Exclusion of the right of withdrawal is only possible for services:
 - a. regarding accommodation, transport, restaurant business or leisure activities to be performed on a specific date or during a specific period;
 - b. the delivery of which has started with the express consent of the consumer before the cooling-off period has expired;
 - c. regarding betting and lotteries.

ARTICLE 9 - THE PRICE

1. During the period of validity stated in the offer, the prices of the

products and/or services offered are not increased, except for price changes as a result of changes in VAT rates.

2. Contrary to the previous paragraph, the entrepreneur can offer products or services whose prices are subject to fluctuations in the financial market and over which the entrepreneur has no influence, with variable prices. This dependence on 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:

- a. they are the result of statutory regulations or provisions; or
- b. 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 offer of products or services include VAT.

ARTICLE 10 - CONFORMITY AND WARRANTY

1. The entrepreneur guarantees that the products and/or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of soundness and/or usability and the legal requirements existing on the date of the conclusion of the agreement. provisions and/or government regulations. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.

2. A guarantee provided by the entrepreneur, manufacturer or importer does not affect the legal rights and claims that the consumer can assert against the entrepreneur on the basis of the agreement.

ARTICLE 11 - DELIVERY AND PERFORMANCE

1. The entrepreneur will take the greatest possible care when receiving and executing 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 company.

3. With due observance of what is stated in article 4 of these general terms and conditions, the company will execute accepted orders expeditiously, but at the latest within 30 days, unless a longer delivery period has been agreed. 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. In that case, the consumer has the right to dissolve the agreement without costs and is entitled to any compensation.

4. In the event of dissolution in accordance with the previous paragraph, the entrepreneur will refund the amount paid by the consumer as soon as possible, but no later than 30 days after dissolution.

5. If delivery of an ordered product proves to be impossible, the entrepreneur will make every effort to make a replacement item available. At the latest upon delivery, it will be reported in a clear and comprehensible manner that a replacement item will be delivered. For replacement items right of withdrawal can not be excluded. The costs of a possible return shipment are for the account of the entrepreneur.

6. The risk of damage and/or loss of products rests with the entrepreneur until the moment of delivery to the consumer or a pre-designated and

entrepreneur announced representative, unless expressly agreed otherwise.

ARTICLE 12 - DURATION TRANSACTIONS DURATION, TERMINATION AND RENEWAL

Cancellation

1. 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 with due observance of the agreed cancellation rules and a notice period of no more than one month.
2. The consumer can terminate an agreement that has been entered into for a definite period and that extends to the regular delivery of products (including electricity) or services, at any time towards the end of the fixed term, with due observance of the agreed cancellation rules and a notice period. of at most one month.
3. The consumer can use the agreements referred to in the previous paragraphs:
 - cancel at any time and not be limited to cancellation at a specific time or in a specific period;
 - cancel at least in the same way as they have been entered into by him;
 - always cancel with the same notice period as the entrepreneur has stipulated for himself.

Extension

4. An agreement that has been entered into for a definite period and that extends to the arranged delivery of products (including electricity) or services, may not be tacitly extended or renewed for a specific period.
5. Contrary to the previous paragraph, an agreement that has been entered into for a definite period and that extends to the regular delivery of daily newspapers, weekly newspapers and magazines may be tacitly renewed for a fixed term of a maximum of three months, if the consumer has extended this can terminate the agreement by the end of the extension with a notice period of no more than one month.
6. 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 and a notice period of 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.
7. An agreement with a limited duration for the regular delivery of daily, news and weekly newspapers and magazines (trial or introductory subscription) is not tacitly continued and ends automatically after the trial or introductory period

Duration

8. 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 term. to postpone.

ARTICLE 13 - PAYMENT

1. Unless otherwise agreed, the amounts owed by the consumer must be paid within 14 days after the cooling-off period as referred to in Article 6 paragraph 1. In the case of an agreement to provide a service, this period starts after the consumer has received confirmation of the agreement.
2. When selling products to consumers, general terms and conditions may apply

an advance payment of more than 50% can never be stipulated. When advance payment has been stipulated, the consumer cannot assert any rights regarding the execution of the relevant order or service(s) before the stipulated advance payment has been made.

3. The consumer is obliged to immediately report inaccuracies in payment details provided or stated to the entrepreneur.

4. In the event of non-payment by the consumer, the entrepreneur has the right, subject to legal restrictions, to charge the reasonable costs made known to the consumer in advance.

ARTICLE 14 - COMPLAINTS PROCEDURE

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

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

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.

4. A complaint about a product, service or the service of the entrepreneur can also be submitted via a complaint form on the website of the Stichting Webshop Keurmerk www.keurmerk.info. The complaint will then be sent to both the relevant entrepreneur and the Stichting Webshop Keurmerk.

5. If the complaint cannot be resolved in mutual consultation, a dispute arises that is subject to the dispute settlement procedure.

ARTICLE 15 - DISPUTES

1. Only Dutch law applies to agreements between the entrepreneur and the consumer to which these general terms and conditions apply.

2. Disputes between the consumer and the entrepreneur about the conclusion or performance of agreements with regard to products and services to be delivered or supplied by this entrepreneur can, with due observance of the provisions below, be submitted by both the consumer and the entrepreneur to the Webshop Disputes Committee, PO Box 90600, 2509 LP in The Hague (www.sgc.nl).

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

4. The dispute must be submitted to the Disputes Committee in writing no later than three months after the dispute has arisen.

5. If the consumer wishes to submit a dispute to the Disputes Committee, the entrepreneur is bound by this choice. If the entrepreneur wishes to do so, the consumer must state in writing within five weeks of a written request made by the entrepreneur whether he wishes to do so or whether he wishes to have the dispute handled by the competent court. If the entrepreneur does not hear the consumer's choice within the period of five weeks, the entrepreneur is entitled to submit the dispute to the competent court.

6. The Disputes Committee makes a decision under the conditions as laid down in the regulations of the Disputes Committee. The decisions of the Disputes Committee are made by way of binding advice.

7. The Disputes Committee will not handle a dispute or will discontinue handling it,

if the entrepreneur has been granted suspension of payments, has become bankrupt or has actually terminated his business activities before a dispute has been dealt with by the committee at the hearing and a final judgment has been rendered.

8. If, in addition to the Webshop Disputes Committee, another disputes committee recognized or affiliated with the Stichting Disputes Committees for Consumer Affairs (SGC) or the Complaints Institute for Financial Services (Kifid) is competent, the Webshop Disputes Committee will be responsible for disputes mainly concerning the method of distance selling or services. exclusion authority. For all other disputes, the other recognized disputes committee affiliated with SGC or Kifid.

ARTICLE 16 - BRANCHE WARRANTY

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

2. Application of this guarantee requires that the consumer makes a written appeal to the Stichting Webshop Keurmerk and that he transfers his claim against the entrepreneur to the Stichting Webshop Keurmerk. If the claim against the entrepreneur exceeds € 10,000, the consumer is offered to transfer his claim insofar as it exceeds the amount of € 10,000 to Stichting Webshop Keurmerk, after which this organization will settle the claim in its own name and at its own expense. will demand payment thereof in court to the satisfaction of the consumer.

ARTICLE 17 - ADDITIONAL OR DERIVATIVE PROVISIONS

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

ARTICLE 18 - AMENDMENT OF THE GENERAL TERMS AND CONDITIONS WEBSHOP KEURMARK

1. The Stichting Webshop Keurmerk will not change these general terms and conditions without consulting the Consumers' Association.

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

Address Stichting Webshop Keurmerk:
Willemsparkweg 193, 1071 HA Amsterdam

Applicable for consumers who pay with Postpay

These are the general terms and conditions that apply to consumers who use Postpay. If you use Postpay, you agree to the following conditions:

a. Conditions for the use of the post-payment service for the Customer:

- You are a consumer living in the Netherlands and you have van der Feer products and/or services purchased with an invoice and delivery address (no PO box) in the Netherlands;
- You are 18 years or older;
- To limit the financial risks of this payment option, your order tested at Focum Commerce BV Based on this test, it is determined whether Van der Feer accepts your request for payment in arrears. If this is not the case, you will be asked to prepay the order via another payment option;
- You declare that all (additional) data required for the application of your request for payment in arrears have been provided correctly and completely and you give permission to process your data and to check your data online at Focum Commerce; , so that we can let you know immediately if your request is successful
- You are obliged to inform van der Feer of any address and/or e-mail change. As long as we have not received a change of address from you, you will be deemed to live at the last address known to us. Regardless of whether or not you communicate an address and/or e-mail change, you are still obliged to pay the outstanding balance. Address and/or e-mail changes can be communicated via the van der Feer website by e-mail or in writing to Van der Feer's Customer Service.
- You declare that you have not applied for suspension of payment or are in debt restructuring/mediation (in accordance with the Natural Persons Debt Restructuring Act), have not been declared bankrupt or placed under guardianship and that no proceedings are pending that could result in bankruptcy, a suspension of payments or a placement under guardianship.

b. Method of payment by Customer:

- van der Feer has outsourced the invoicing and collection of your payment to Focum Commerce BV If your application has been accepted, you will receive a digital invoice with a payment link from Focum Commerce BV on behalf of van der Feer
- This invoice states how you must pay the invoice (after receipt of the goods and/or services). Always pay on time according to the instructions on the invoice. This prevents additional costs that will be charged to you if the payment term is exceeded.
- You acknowledge that Focum Commerce BV provides digital invoicing and collection on behalf of van der Feer and that Focum Commerce BV displays and/or will display notifications and announcements in that regard and perform or will perform actions on behalf of van der Feer, which is also such is recognized by you as a valid and correct notification, communication and/or action by or on behalf of van der Feer.
- To receive the digital invoice with payment link via e-mail, it is important that you provide a correct e-mail address. If you enter an incorrect e-mail address, you will not receive a digital invoice with a payment link. You must therefore check your specified e-mail address for accuracy, as well as the receipt of the digital invoice with payment link from Focum Commerce BV.

c. Terms of payment and payment term Customer:

- The amount due for your purchases must be received in full by Focum Commerce BV within a period of fourteen (14) days after the invoice date, without any deduction or set-off.
- If you have not paid the entire invoice amount to Focum Commerce BV, you are in default without further notice of default.
- If the payment term is exceeded, Van der Feer has the right to have Focum Commerce BV charge a compensation for costs incurred in obtaining payment out of court (collection costs). These collection costs can amount to the statutory maximum compensation for costs incurred in obtaining payment out of court (extrajudicial collection costs). After charging collection costs, you must pay the entire invoice amount as well as the collection costs immediately in order to prevent further (extra) judicial collection costs.
- The e-mail address you provided and the e-mail address you have checked for accuracy is used to send the payment reminder and to charge collection costs if the payment term is exceeded.
You will receive an e-mail with payment reminder and payment link. Not (being able to) receive an e-mail does not affect the fact that you are responsible for the timely payment of the entire invoice amount as well as the charged collection costs.
If, despite demand and/or reminders, you do not pay the full amount (invoice amount as well as the collection costs), Van der Feer will bear the entire claim against you (principal sum) thirty-five (35) days after the invoice date, in accordance with these general terms and conditions. as well as collection costs and otherwise) to Focum Commerce BV
- If a claim is transferred to Focum Commerce BV, in addition to paying the entire claim, you are also obliged to pay the statutory maximum compensation for costs incurred in obtaining payment out of court (extrajudicial collection costs) as well as (any) judicial collection costs and the amount owed is amount also owes statutory interest from the due date. After transfer, Focum Commerce BV will contact you about how you can pay and you are and remain obliged to pay the amount due at that time.
- After transfer of the claim, you are obliged to inform Focum Commerce BV (or the collection agency engaged by it) of any change of address and/or e-mail during the period in which you are obliged to pay the amount due. As long as they have not received a change of address from you, you will be deemed to reside at the last address known to us and you will remain obliged to pay the amount due at that time. Address and/or e-mail changes can be communicated to Focum Commerce BV in writing. You can find the address details on the website www.afterafpay.nl.
- If you do not pay the entire amount (invoice amount as well as the collection costs) or do not pay it in full or on time, this may have consequences for any approval by Focum Commerce BV of any subsequent request from you for payment in arrears.

d. Privacy Statement of Focum Commerce BV:

By choosing the option to pay afterwards, the data entered by you and

payment experience(s) with you included in the database of Focum Commerce BV Focum Commerce BV can use this data - whether or not in statistical form - (or have it used) for the administration, management and collection of receivables, creditworthiness tests, acceptance tests, prevention and limitation of fraud, limitation of financial risks of companies affiliated with Focum Commerce BV in a group as well as clients, relationship management, analyzes for the client, strategic considerations from a management perspective as well as development of services and products or in any other way as stated by the Board Protection of Personal Data.