

# General Terms

## Introduction

These are our General Terms and Conditions. These General Terms and Conditions always apply when you use or place an order through the website located at [vankronenburg.nl](http://vankronenburg.nl) ('the Site'). These General Terms and Conditions contain important information for you as a user of the Site. Please read them carefully. We also recommend that you save or print these General Terms and Conditions so that you can consult them at a later date.

## Definitions

1. Agreement: any arrangement or agreement between Van Kronenburg B.V. and the Client of which the General Terms and Conditions are an integral part.
2. Client: the natural person whether or not acting in the exercise of a profession or business or a legal entity who enters into an Agreement with Van Kronenburg and/or is registered on the Site.
3. General Terms and Conditions: these General Terms and Conditions.
4. Van Kronenburg.: company based in Geldrop and registered with the Chamber of Commerce under file number 17076701, trading as Van Kronenburg
5. Site: the website located at [vankronenburg.nl](http://vankronenburg.nl) and all of its subdomains.

## Applicability of the General Terms and Conditions

1. The General Terms and Conditions apply to all offers, agreements and deliveries of Van Kronenburg unless agreed otherwise in writing.
2. If the Client in his order, confirmation or any other communication alleging acceptance of the General Terms and Conditions includes any provisions that differ from, or are not in included the General Terms and Conditions, such provisions will only be binding upon Van Kronenburg B.V. if and in so Van Kronenburg B.V. has explicitly accepted them in writing.

## Prices and information

1. All prices posted on the Site and in other materials originating from Van Kronenburg B.V. exclude taxes and other levies imposed by the government, unless stated otherwise on the Site.
2. If shipping costs are charged, these will be clearly stated in good time before the Agreement is concluded. These costs will also be displayed separately in the ordering process.
3. The content of the Site is composed with the greatest care. Van Kronenburg cannot, however, guarantee that all information on the Site is correct and complete at all times. All prices and other information posted on the Site and in other materials originating from Van Kronenburg B.V. are subject to correcting of any typographical and/or programming errors.
4. Van Kronenburg B.V. cannot be held responsible for deviations in colour that result from the quality of the colours displayed on the screen.

## Conclusion of the Agreement

1. The Agreement will be deemed to be concluded at the moment the Client accepts the offer of Van Kronenburg B.V. subject to the conditions stipulated by Van Kronenburg B.V..
2. If the Client has accepted the offer by electronic means, Van Kronenburg B.V. will confirm receipt of acceptance of the offer by electronic means without delay. Until such receipt of acceptance is confirmed, the Client will have the possibility to dissolve the Agreement.
3. If it is found that, in accepting or otherwise entering into the Agreement, the Client has provided incorrect data, Van Kronenburg B.V. will have the right demand fulfilment of the Client's obligations until the correct data is received.

## **Registration**

1. To make optimum use of the Site, the Client can register using the registration form/the account sign-in option on the Site.
2. During the registration process, the Client will be asked to choose a user name and password with which the Client can log on to the Site. The Client is responsible for choosing and safeguarding its password.
3. The Client must keep its login credentials, user name and password strictly confidential. Van Kronenburg B.V. cannot be held liable for any misuse of the login credentials and is always entitled to assume that the individual who logs on to the Site as the Client is, in fact, the Client. The Client is responsible for, and bears the full risk of, any and all actions and transactions occurring via the Client's account.
4. If the Client knows or has reason to suspect that its login details have become available to unauthorized parties, it will be required to change its password as soon as possible and/or to notify Van Kronenburg B.V. accordingly so as to allow Van Kronenburg B.V. to take appropriate measures.

## **Execution of the Agreement**

1. As soon as Van Kronenburg B.V. has received a Client's order, it will send the products to the Client without delay and with due regard for the provisions of paragraph 3 of this Article.
2. Van Kronenburg B.V. is authorised to engage third parties in the fulfilment of its obligations under the Agreement.
3. The Site contains clear information about the manner and period of delivery for the products, and this information is made accessible to the Client before the Client confirms the order. If no delivery term has been agreed or stated, the products will be delivered within 30 days at the latest. Delivery may be effected in various ways, at the discretion of Van Kronenburg B.V..
4. If Van Kronenburg B.V. is unable to deliver the products within the agreed term, it will notify the Client accordingly. In such event the Client can decide either to agree to a new delivery date or to dissolve the Agreement without incurring any costs.
5. Van Kronenburg B.V. advises the Client to inspect the products upon receipt and to report any defects within an appropriate period, preferably in writing.
6. The risks of loss transfers to the Client at the time the product is delivered to the agreed delivery address.
7. If the ordered product can no longer be supplied, Van Kronenburg B.V. is entitled to deliver a product which is comparable in nature and quality to the ordered product. In that case, the Client will have the right to dissolve the Agreement without incurring any costs and to return the product free of charge.

## **Right of withdrawal/return**

1. The Client will have the right to dissolve the distance Agreement with Van Kronenburg B.V. within 14 calendar days after receiving the product, free of charge and without stating reasons.  
The period as stipulated commences on the day after the product was received by the consumer, or a third party designated by the consumer, who is not the transporting party, or:
  - if the delivery of a product involves different deliveries or parts: the day on which the Client, or a third party designated by the Client, received the last delivery or the last part;
  - with contracts for the regular delivery of products during a given period: the day on which the Client, or a third party designated by the Client, received the last product;
  - if the Client has ordered several products: the day on which the Client, or a third party designated by the Client, received the last product.
2. The Client bears the direct costs of returning the product.
3. During the withdrawal period, the Client shall treat the product and its packaging with care. He shall only unpack or use the product in as far as necessary in order to assess the nature, characteristics and efficacy of the product. The point of departure here is that the consumer

may only handle and inspect the product in the same way that he would be allowed in a shop.

4. The Client is only liable for the product's devaluation that is a consequence of his handling the product other than as permitted in paragraph 3 of this Article.

5. The Client can dissolve the Agreement by reporting the withdrawal to Van Kronenburg B.V., by means of the model form for right of withdrawal or in some other unequivocal way. If Van Kronenburg B.V. makes it possible for the Client to declare his withdrawal via electronic/digital means, then after receiving such a declaration, Van Kronenburg B.V. sends immediate confirmation of receipt. As quickly as possible, but no later than 14 days after the day of reporting, the Client shall return the product, or hand it over to (a representative of) Van Kronenburg B.V..

Products can be returned to the following address:

Van Kronenburg B.V.  
Spaarpot-Oost 19  
5667KT, Geldrop

6. Any amounts already paid (in advance) by the Client will be refunded to the Client as soon as possible, though at the latest within 14 days after the day on which the Client reported the withdrawal. Any shipping costs paid by the Client will be refunded to the Client if the entire order is returned. If the Client chose an expensive method of delivery in preference to the cheapest standard delivery, Van Kronenburg B.V. does not have to refund the additional costs of the more expensive method. Except in cases in which Van Kronenburg B.V. has offered to retrieve the product himself, he can postpone refunding until he has received the product or until the Client proves he has returned the product, depending on which occurs earlier. For any reimbursement, Van Kronenburg B.V. will use the same payment method that was initially used by the Client, unless the Client agrees to another method.

7. The risk and the burden of proof for exercising the right of withdrawal correctly and in time rest upon the Client.

8. Information about the applicability or non-applicability of a right of withdrawal and any required procedure will be clearly stated in good time before the contract is concluded.

#### **Payment**

1. The Client shall pay the amounts due to Van Kronenburg B.V. in accordance with the ordering procedure and any payment methods indicated on the Site. Van Kronenburg B.V. is free to offer any payment method of its choice and may change these methods at any time.

#### **Warranties and conformity**

1. Van Kronenburg B.V. warrants that the products are suitable for their intended uses and that they satisfy all laws and regulations applicable to such products that are in force as of the date the products are shipped to the Client. Van Kronenburg B.V. may offer warranties beyond suitability for normal use and conformity to reasonable expectations. Such additional warranties may be subject to additional fees.

2. Any warranties offered by Van Kronenburg B.V., the manufacturer or the importer will not affect the statutory rights and claims Client can enforce against Van Kronenburg B.V. on the grounds of the Agreement if Van Kronenburg B.V. failed to fulfil his part in the Agreement

3. If the delivered product fails to satisfy the Agreement, the Client can notify Van Kronenburg B.V. accordingly within a reasonable period of time after discovering the defect.

4. If Van Kronenburg B.V. deems the complaint to be well-founded, the products concerned will be repaired, replaced or refunded in consultation with the Client. In accordance to the Article concerning liability, the refund cannot exceed the price paid for the product by the Client.

#### **Complaints handling procedure**

1. If the Client has any grievances in connection with a product (in accordance with the

Article on warranties and conformity) or about other aspects of Van Kronenburg B.V.' Site or service, it can submit a complaint by telephone, by email or by post. Contact details are provided at the end of these General Terms and Conditions.

2. Van Kronenburg B.V. will respond to the complaint as soon as possible, and in any case within 2 days after having received it. If it is not yet possible for Van Kronenburg B.V. to formulate a substantive reaction to the complaint by that time, Van Kronenburg. will confirm receipt of the complaint within 2 days after having received it and give an indication of the term within which it expects to be able to give a substantive or definitive reaction to the Client's complaint.

3. The European Commission created a platform for Online Dispute Resolution between traders and consumers (ODR). De website can be found on <http://ec.europa.eu/odr>. Complaints about Van Kronenburg B.V. can be submitted on the mentioned website.

### **Liability**

1. This Article only applies if the Client is a natural person or a legal entity acting in the exercise of a profession or business. The total liability of Van Kronenburg B.V. in respect of the Client due to an attributable failure to perform the Agreement is limited to compensation not exceeding the price stipulated for that particular Agreement (including VAT).

2. The liability of Van Kronenburg B.V. in respect of the Client for indirect damages or losses, including, without limitation, consequential damages, lost profits, lost savings, loss of data and damage due to business interruption, is excluded.

3. Van Kronenburg B.V. will only be liable to the Client on account of an attributable failure in the performance of an Agreement if the Client issues a proper notice of default to Van Kronenburg B.V. without delay stipulating a reasonable period of time in which to remedy the failure, and Van Kronenburg B.V. thereafter fail to cure the default within the applicable time period. The notice of default must contain a description of the failure in as much detail as possible to enable Van Kronenburg B.V. to provide an adequate response.

4. Any event giving right to compensation is always subject to the condition that the Client reports the damage or loss in writing to Van Kronenburg B.V. as soon as possible, but no later than within 30 days after the damage or loss has arisen.

5. Van Kronenburg B.V. is not liable to pay compensation for any damage or loss the Client has incurred as a result of a force majeure event.

6. Except as otherwise explicitly provided in this Article (Liability), Van Kronenburg B.V. is not subject to any liability, irrespective of the grounds upon which an action or proceeding may be based. The restrictions set out in this Article, will, however, cease to apply if and insofar as the damage or loss is the result of an intentional act or gross negligence on the part of Van Kronenburg B.V..

### **Retention of title**

1. As long as the Client has not made any full payment on the total amount agreed, Van Kronenburg B.V. will retain ownership of all the goods delivered.

### **Personal details**

1. Van Kronenburg B.V. will process the Client's personal data in accordance with the privacy statement published on the Site.

### **Final provisions**

1. These General Terms and Conditions and the Agreement are governed by the laws of the Netherlands.

2. Unless mandatory law requires otherwise, any disputes arising with respect to these General Terms and Conditions will be submitted to the competent court in the district where Van Kronenburg B.V. has its registered office.

3. If any provision of these General Terms and Conditions is found to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall

not impair, affect or render invalid or unenforceable any other provision of these General Terms and Conditions, and such invalid or unenforceable provision shall be replaced by a provision that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable provision.

4. The term 'written'(or in writing) in these General Terms and Conditions also refers to communication by email and fax, provided that the sender's identity and the integrity of the email message have been sufficiently established.

#### **Contact details**

Should you have any questions, complaints or comments after reading these General Terms and Conditions, or if you need to provide us with notice, please contact us by email or post.

Van Kronenburg B.V.  
Spaarpot-Oost 19  
5667KT, Geldrop  
Shop@vankronenburg.nl  
Chamber of Commerce 17076701  
VAT NL817780671B01

#### **Appendix**

Model form for right of withdrawal

(this form should only be completed and returned if you want to withdraw from the Agreement)

To: [trader's name]

[trader's geographic address]

[trader's fax number, if available]

[trader's e-mail address or electronic address]

I/we\* herewith inform you that, in respect of our contract regarding

The sale of the following products: [description of the product]\*

The delivery of the following digital content: [description of the digital content]\*

The supply of the following service: [description of the service]\*

I/we\* exercise our right of withdrawal.

- Ordered on\*/received on\* [date of ordering services or receiving goods]

- [Consumer(s)'name]

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

\*Delete or provide supplementary information, as applicable.