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Article 1 - Definitions

These terms and conditions use the following terminology as defined below:

Additional agreement: an agreement in which the consumer receives products, digital content and/or services related to a distance contract and in which these products, digital contents and/or services are provided by either the entrepreneur or a third party based on an agreement between the previously mentioned third party and the entrepreneur;

Cooling-off period: the timeframe within which the consumer can exercise his right of withdrawal;

Consumer: the natural person whose actions do not stem from motives related to their trade-, company-, craft-, or occupational activities;

Day: a calendar day;

Digital content: data produced and supplied in a digital format;

Fixed-term contract: an agreement pertaining to the frequent supply of goods, services and/or digital content during a predetermined period of time;

Durable data carrier: any instrument -including email- which enables the consumer or entrepreneur to save information addressed at him personally for future reference, or to be used during a period of time related to the intended use of the information provided, and which allows for unaltered reproduction of the stored information; Right of withdrawal: the possibility for the consumer to withdraw from a distance contract during the cooling off period; Entrepreneur: the natural or legal person who offers products, (access to) digital content and/or services from a distance to consumers; Distance contract: an agreement in the context of a distance selling system organized by the entrepreneur for the sales of products and/or services, including the agreement of the contract the exclusive use of one or more techniques will be used for distance communication; Technology for distance communication: means that can be used for communication regarding the offer made by the entrepreneur and concluding a contract, without the necessity of the consumer and entrepreneur being in the same place at the same time.

Article 2 - Identity of the entrepreneur

Fietsen en koffie BV, also acting under the name SC online.

Business Address:
Groningerstraat 17A
9401BG Assen

KvK-nummer: 57240051
BTW identification number: NL852496916B01

Article 3 - Applicability

These general terms and conditions apply to every offer made by the entrepreneur and to every distance contract that has been realised between the entrepreneur and a consumer.

Prior to the conclusion of a distance contract, the text of these general terms and conditions will be made available to the consumer. If this is not reasonably possible, the entrepreneur will indicate, before the distance contract is concluded, in what way the general terms and conditions are available for inspection at the entrepreneur's premises and that they will be sent free of charge to the consumer, as quickly as possible, at the consumer's request.

If the distance contract is concluded electronically, then, contrary to the previous paragraph, and before the distance contract is concluded, the consumer will be provided with the text of these general terms and conditions electronically, in such a way that the consumer can easily store them on a durable data carrier. If this is not reasonably possible, then before concluding the distance contract the entrepreneur will indicate where the general terms and conditions can be inspected electronically and that, at his request, they will be sent to the consumer free of charge, either electronically or in some other way. In cases where specific product or service-related terms and conditions apply in addition to these general terms and conditions, the second and third paragraphs apply by analogy and the consumer can always invoke the applicable condition that is most favorable to him in the event of incompatible general terms and conditions.

Article 4 - Offered goods and/or services

If an offer is subject to a limited period of validity or is made subject to conditions, then this will be explicitly mentioned in the offer.

The offer contains a complete and accurate description of the products. The description is sufficiently detailed to enable the consumer to make a proper assessment of the offer. If the entrepreneur makes use of illustrations, these will be a true representation of the products being offered. Apparent mistakes or errors in the offer do not bind the entrepreneur in any way.

Every offer contains information that makes it clear to the consumer what rights and obligations are related to the acceptance of the offer.

Article 5 - Contract

The contract will be concluded, subject to that which is stipulated in paragraph 4, at the moment

at which the consumer accepts the offer and the conditions stipulated therein have been fulfilled.

If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm receipt of acceptance of the offer electronically. The consumer can terminate the contract as long as this acceptance has not been confirmed by the entrepreneur.

If the contract is concluded electronically, the entrepreneur will take suitable technical and organizational measures to secure the electronic transfer of data and he will ensure a safe web environment. If the consumer is able to pay electronically, the entrepreneur will take suitable security measures.

The entrepreneur can -within legal parameters- research the consumer's capacity to meet any payment requirements, including any and all facts and factors related to responsibly entering into a distance contract. Should the entrepreneur discover tangible grounds to not enter into a distance contract, then he is legally motivated to refuse a request or order, or to include additional terms and conditions to the execution thereof.

The entrepreneur will, no later than upon delivery of the product, service and/or digital content, provide the consumer the following information, be it in writing or in a way that this can easily be stored by the consumer on a durable data carrier:

- The visiting address of the entrepreneur where the consumer can file a complaint;
- The terms under which and method whereby the consumer can invoke the right of withdrawal, or a clear notification pertaining to anything excluded from the right of withdrawal;
- The information on warranties and existing service after purchase; The price which includes all the taxes related to the product, service and/or digital content, as well as all the delivery costs (where applied), and the method of payment, delivery, or execution of the distance contract;
- The requirements for termination of the contract if the contract has a fixed term of more than 1 year or if it concerns an open-ended contract;
- If the consumer has the right of withdrawal: a template explaining how to invoke that right of withdrawal.

In case of a long-term transaction, the terms set out in the previous paragraph only apply to the first delivery.

Article 6 - Right of withdrawal (when entered into a contract from a distance of off-premises)

Related to products:

The consumer shall have a period of 14 days to withdraw from a distance or off-premises contract, without giving any reason. The entrepreneur can ask for the reason for withdrawal, but he can not oblige the consumer to provide one.

The cooling down period mentioned in paragraph 1 starts on the day that the consumer, or a third party appointed by the consumer other than the carrier-, receives the product, or:

- In the case of multiple goods ordered by the consumer in one order and delivered separately, the day on which the consumer or a third party other than the carrier and indicated by the consumer acquires physical possession of the last good;
- The entrepreneur can refuse an order of multiple products with different delivery times, provided he has clearly informed the consumer of this possibility in advance of the ordering process. in the case of delivery of a good consisting of multiple lots or pieces, the day on which the consumer or

a third party other than the carrier and indicated by the consumer acquires physical possession of the last lot or piece;

- In the case of contracts for regular delivery of goods during defined period of time, the day on which the consumer or a third party other than the carrier and indicated by the consumer acquires physical possession of the first good.

In case of services and digital content which is not supplied on a tangible medium:

- The consumer can withdraw from a service contract or a contract related to digital content which is not supplied on a tangible medium during a minimum of 14 days without providing a reason for doing so. The entrepreneur can ask for the reason for withdrawal, but he can not oblige the consumer to provide one.

The cooling off period mentioned in paragraph 1 will start on the calendar day following the day on which the contract was entered.

Extended cooling off period for products, services, and digital content which is not supplied on a tangible medium, provided without information on the right of withdrawal:

- If the entrepreneur has not provided the consumer with the information on the right of withdrawal or the model withdrawal form, the withdrawal period shall expire 12 months from the end of the initial withdrawal period, as determined in accordance with the former paragraphs in this article.

- If the entrepreneur has provided the consumer with the information listed in the former paragraph within 12 months from the first day of the initial withdrawal period, the withdrawal period shall expire 14 days after the day upon which the consumer receives that information.

Article 7 - Obligations of the consumer in the event of withdrawal (when purchasing from a distance)

During the cooling off period the consumer will handle the product and any packaging materials with care. He'll only unpack or use the product to a degree which can reasonably allow him to inspect the nature, characteristics and operation of the product. The idea is that the consumer can only handle and inspect the product like he would in a traditional physical store.

The consumer shall only be liable for any diminished value of the goods resulting from the handling of the goods other than what is necessary to establish the nature, characteristics and functioning of the goods, as set out in paragraph 1.

The consumer shall in any event not be liable for diminished value of the goods where the entrepreneur has failed to provide notice of the right of withdrawal before or when entering into a contract.

Article 8 - Exercising the right of withdrawal by the consumer and any related costs (when purchasing from a distance)

If the consumer exercises his right of withdrawal, then he will notify the entrepreneur within the cooling down period using the template form for withdrawal or by using any other unequivocal method.

As soon as possible, but within a maximum of 14 days after the notification mentioned in paragraph 1, the consumer will return the product or hand it over to the entrepreneur or an

appointed third party. This condition needs not be met if the entrepreneur has decided to collect the product himself. The consumer has met the return time condition if he sends back the product before the cooling down period has expired.

The consumer will return the product with all the supplied accessories, packaged into the original packaging material and in the original state -where reasonably possible-, and conforming to the reasonable and comprehensive instructions provided by the entrepreneur.

The risk and burden of proof for the correct and timely execution of the right of withdrawal is born solely by the consumer.

The consumer shall only bear the direct cost of returning the goods unless the entrepreneur has agreed to bear them or the entrepreneur failed to inform the consumer that the consumer has to bear them.

Where a consumer exercises the right of withdrawal after having made a request for the supply of a service, natural gas, water, or electricity which has not been made available in a limited quantity for sale during the period of withdrawal, the consumer shall pay to the entrepreneur an amount which is directly proportional to what has been provided until the time the consumer has informed the entrepreneur of the exercise of the right of withdrawal, in relation to the full coverage of the contract. The proportionate amount to be paid by the consumer to the entrepreneur shall be calculated on the basis of the total price agreed in the contract.

The consumer shall bear no cost for the performance of services or the supply of water, gas or electricity, where they are not put up for sale in a limited volume or set quantity or of district heating, if:

- The entrepreneur has not provided the consumer with the legally required information on the right of withdrawal or on reimbursement in the event of withdrawal, or has failed to supply the template form to invoke the right of withdrawal, or;
- The consumer hasn't explicitly requested the commencement of the supply of a service or supply of natural gas, water, electricity, or communal heating during the cooling down period.

The consumer bears no costs for the whole or partial supply of digital products provided on a non-tangible medium, if:

- The consumer has not given his prior express consent to the beginning of the supply before the end of the cooling down period;
- The consumer has not acknowledged that he loses his right of withdrawal when giving his consent, or;
- The entrepreneur has failed to provide confirmation of the acknowledgement of the consumer.

If the consumer invokes his right of withdrawal, then all additional contracts based thereon will become null and void.

Article 9 - Obligations of the entrepreneur when the right of withdrawal has been invoked (when purchasing from a distance)

If the entrepreneur allows the consumer to invoke their right of withdrawal electronically, then he will send an acknowledgement of receipt without undue delay upon receiving the notification of the consumer's right of withdrawal.

The entrepreneur shall reimburse all payments received from the consumer, including, if applicable, the costs of delivery without undue delay and in any event not later than 14 days from the day on which he is informed of the consumer's decision to withdraw from the contract. Unless the entrepreneur collects the product himself, he is allowed to withhold reimbursement until he has taken delivery of the product or until the consumer has offered tangible proof that he has indeed sent back the product. This is determined by whichever of these two actions is completed first.

The entrepreneur shall carry out the reimbursement referred to in the first subparagraph using the same means of payment as the consumer used for the initial transaction, unless the consumer has expressly agreed otherwise and provided that the consumer does not incur any fees as a result of such reimbursement.

The entrepreneur shall not be required to reimburse the supplementary costs, if the consumer has expressly opted for a type of delivery other than the least expensive type of standard delivery offered by the entrepreneur.

Article 10 - Exceptions from the right of withdrawal (when purchasing from a distance)

The entrepreneur can exclude the following products and services from the right of withdrawal, provided that the entrepreneur has clearly informed the consumer of this during the offer or at least before entering into the contract:

- The supply of goods or services for which the price is dependent on fluctuations in the financial market which cannot be controlled by the entrepreneur and which may occur within the withdrawal period;
- Contracts concluded at a public auction; a public auction refers to a method of sale whereby products, digital content and/or services are offered by the entrepreneur to the consumer who is personally attending the sale or who has been given the opportunity to personally attend the sale, led by an auction master, and whereby the successful bidder is obliged to purchase the products, digital content and/or services;
- Service contracts after the service has been fully performed if: the performance has begun with the consumer's prior express consent, and with the acknowledgement that he will lose his right of withdrawal once the contract has been fully performed by the entrepreneur;
- Package holidays as described in article 7:500 of the Dutch Civil Code and the Dutch agreements on passenger transport;
- Service agreements pertaining to the provision of accommodation other than for residential purpose, transport of goods, car rental services, catering or services related to leisure activities if the contract provides for a specific date or period of performance;
- Service agreements related to leisure activities if the contract provides for a specific date or period of performance;
- Products made specifically to the consumer's specifications, which are not prefabricated and which are made based on an individual choice or decision of the consumer, or which are clearly personalised or intended for a specific individual in nature;
- The supply of goods which are liable to deteriorate or expire rapidly; the supply of sealed goods which are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery;
- The supply of goods which are, after delivery, according to their nature, inseparably mixed with other items;
- The supply of alcoholic beverages, the price of which has been agreed upon at the time of the conclusion of the sales contract, the delivery of which can only take place after 30 days and the

actual value of which is dependent on fluctuations in the market which cannot be controlled by the entrepreneur;

- The supply of sealed audio or sealed video recordings or sealed computer software which were unsealed after delivery;
- The supply of a newspaper, periodical or magazine with the exception of subscription contracts for the supply of such publications;
- The supply of digital content which is not supplied on a tangible medium if: the performance has begun with the consumer's prior express consent and his acknowledgment that he thereby loses his right of withdrawal.

Article 11 - Pricing

During the period of validity indicated in the offered goods and/or services, the prices for these goods and/or services shall not be raised, apart from price shifts due to changes in VAT rates.

Contrary to the previous paragraph, the entrepreneur can offer goods and/or services of which the prices are subject to changes in the financial market at variable prices. This direct connection to the fluctuating market as well as the fact that the prices mentioned with the product and/or service are indicative in nature, are both clearly mentioned with the offer.

Price increases within 3 months after the contract was entered are only permitted if they are the result of statutory regulations or stipulations. Price increases which occur 3 months or more after the contract was entered are only permissible when the entrepreneur has ordered these and: when they are a direct consequence of statutory regulations or stipulations; or the consumer is able and free to terminate the contract starting from the day on which the price increase is implemented.

Prices stated in offers of products or services include VAT.

Article 12 - Fulfilling the terms of the contract and additional warranties

The entrepreneur ensures that the products and/or services provided meet the requirements of the agreement, the specifications mentioned in the offer, the reasonable demands of quality and/or usability and the legal requirements and/or safety requirements stipulated by law on the date on which the contract is entered into. If agreed to, the entrepreneur also ensures the product is suitable for other than regular use.

A warranty provided by the entrepreneur, his supplier, the manufacturer or importing company will at no time limit the legal rights and demands which the consumer can make on the entrepreneur based on the agreement both parties entered into, should the entrepreneur fall short in meeting his requirements of the agreement.

Additional warranty refers to any agreement from the entrepreneur, his supplier, importer, or the manufacturer which stipulates that the consumer has specific additional rights or claims which exceed the minimal legal standards in case the entrepreneur has fallen short in meeting his requirements of the agreements.

Article 13- Delivery and execution

The entrepreneur will take the greatest possible care in receiving and executing orders for products and in evaluating any requests for required services.

The place of delivery is deemed to be the address that the consumer makes known to the company.

Taking into consideration that which is stated in article 4 of these general terms and conditions, the company will implement accepted orders with efficient expedition, though at the latest within 30 days, unless a different period of delivery has been agreed. If delivery suffers a delay, or if the delivery cannot be implemented, or only partially, the consumer will be informed about this at the latest 30 days after the order was placed. In this case, the consumer has a right to dissolve the contract free of charge.

Following dissolution in accordance with the previous paragraph, the entrepreneur will issue a refund as soon as reasonably possible.

The risk of damage and/or loss of products rests upon the entrepreneur up to the moment of delivery to the consumer or a representative thereof previously made known to the entrepreneur, unless this has explicitly been agreed otherwise.

Article 14 - Open-ended contracts: duration, termination, and continuation

Termination:

- The consumer can terminate an indefinite or open-ended contract pertaining to the regular supply of products (including electricity) or services at any time, taking into consideration the previously agreed upon terms of termination as well as a cancellation period of at the most one month.
- The consumer can terminate a fixed-term contract pertaining to the regular supply of products (including electricity) or services at any time upon reaching the end of the fixed term, taking into consideration the previously agreed upon terms of termination as well as a cancellation period of at the most one month.

The consumer can, in relation to the agreements stipulated in the previous two paragraphs:

- Terminate at all times and will not be limited in doing so at a specific time or within a specific timeframe;
- At the very least terminate the contract using the same method used to enter into the contract;
- Always terminate with a right to the same cancellation period as the entrepreneur has set for itself in the event of termination.

Continuation:

A fixed-term contract pertaining to the regular supply of products (including electricity) or services can not be silently continued or renewed for a new fixed term.

Contrary to the previous paragraph, a fixed-term contract pertaining to the regular supply of newspapers or magazines can be silently continued for a fixed term of no more than three months, and only if the consumer can terminate this continuation at the end of the extended period with a cancellation term of no more than one month.

An open-ended contract pertaining to the regular supply of goods or services can only be silently continued if the consumer is permitted to terminate the contract at any time with a cancellation period of no more than one month. The cancellation period can be set up to a maximum of three months if the contract pertains to the regular, but fewer than once a month, supply of

newspapers or magazines.

A fixed-term introductory contract pertaining to the regular supply of newspapers and magazines (trial- or try out-memberships) will not be continued silently and will be automatically terminated once the trial- or try out-period comes to an end.

Duration:

If a contract has a set term of more than one year, then the consumer is allowed to terminate the contract at all time after one year has expired, taking into account a cancellation period of no more than one month, unless reasonable and fair judgement proves otherwise before the end of the fixed term.

Article 15 - Payment

Unless determined otherwise in the contract or additional terms and conditions, the consumer is obliged to pay in full any and all due amounts within 14 days after the start of the cooling down period, or within 14 days of entering into the contract should there be no cooling down period related to the contract. In the case of a service contract, this 14-day term will commence the day after the consumer has received confirmation of the service contract.

When selling products to the consumer, the consumer can never be obliged in the terms and conditions to fulfill an advance payment of more than 50%. If an advance payment is due, the consumer can not make any demands related to the execution of the concerned order or service before the required advanced payment has been made in full.

The consumer is obliged to report inaccuracies in provided or stated payments details to the entrepreneur.

If the consumer fails to meet his payment obligations he owes the entrepreneur -after having been notified of his lack of payment and after having been provided by the entrepreneur with a 14 day period to fulfill his payment obligation in full, and after lack of payment after this 14 day period- the legally required interest over the outstanding amount, and the entrepreneur is within his legal right to claim any extrajudicial collection fees upon the consumer. These collection fees amount to a maximum of: 15% over any outstanding amounts up to € 2,500.=; 10% over the following € 2,500.= and 5% over the following € 5,000.= with a minimum of € 40.=.

The entrepreneur can deviate from the amounts and percentages listed above if this proves favourable for the consumer.

Article 16 - Complaints procedure

The entrepreneur provides a complaints procedure, that has been given sufficient publicity, and will deal with a complaint in accordance with this complaints procedure.

Complaints on the execution of the contract have to be filed with the entrepreneur in a comprehensive and clearly described fashion within a reasonable time after having discovered the issues or shortcomings.

A reply to complaints submitted to the entrepreneur will be provided within a period of 14 days, calculated from the date of receipt. If it is anticipated that a complaint will require a longer

processing time, then the entrepreneur will reply within 14 days, confirming receipt and indicating when the consumer can expect a more elaborate reply.

Article 17 - Disputes

Contracts between the entrepreneur and consumer which are subject to these general terms and conditions, are subject only to Dutch Civil Law.

Article 18 - Additional or deviant conditions

Additional or deviant conditions to these general terms and conditions can not be detrimental to the consumer and need to be set out in writing or in any other way which allows the consumer to store them on a durable data carrier in an easily accessible way.