

Home Shopping Terms and Conditions

These General Terms and Conditions of the Dutch Thuiswinkel Organization (hereinafter referred to as Thuiswinkel.org) were drawn up in consultation with the Consumers' Association within the framework of the Self-Regulation Co-ordination Group (CZ) of the Social and Economic Council and will become operable as of 1 June 2014.

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In these terms and conditions, the following terms shall have the following meanings:

Ancillary contract means a contract in which the consumer acquires products, digital content and/or services in relation to a distance contract and these products, digital content and/or services are supplied by the trader or by a third party on the basis of an arrangement between that third party and the trader;

2. Grace period: The period within which the consumer can make use of his right of withdrawal;

3. Consumer: the natural person who is not acting for purposes related to his/her

4. Day: calendar day;

5. Digital content: data produced and delivered in digital form;

6. Contract for an indefinite period of time: a contract for the regular supply of goods, services and/or digital content for a specific period of time;

7. Durable data carrier: every tool - including e-mail - which enables the consumer or entrepreneur to store information which is addressed to him personally, in a way that allows future consultation or use for a period of time which is tailored to the purpose for which the information is intended, and which allows for the unaltered reproduction of the stored information;

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

9. Trader: the natural or legal person who is a member of Thuiswinkel.org and offers products, (access to) digital content and/or services to consumers from a distance;

10. Distance contract: a contract between the trader and the consumer concluded as part of an organized system for distance selling of products, digital content and/or services, whereby, up to and including the moment at which the contract is concluded, sole or joint use is made of one or more techniques for distance communication;

11. Model withdrawal form: the European model withdrawal form included in Annex I of these Terms and Conditions; Annex I need not be provided if the Consumer does not have a right of withdrawal with regard to his order;

12. Technology for distance communication: means that can be used for concluding an agreement, without the consumer and entrepreneur having to be together in the same room at the same time

Article 2 - Identity of the entrepreneur

Name entrepreneur: Online Hoortoestel.nl B.V.

Trading under the name(s):

Online Hoortoestel.nl B.V.

Establishment address:

Nikkelstraat 43

1411 AH Naarden

Phone number: +31353039100

Reachability:

Monday through Friday from 9 a.m. to 5 p.m.

E-mail address: info@onlinehoortoestel.nl

Chamber of Commerce number: 70108765

VAT number: 8581.45.406.B.01

Article 3 - Applicability

1. These general conditions apply to every offer made by the entrepreneur and to every distance contract concluded between the entrepreneur and the consumer.

2. Before concluding a distance contract, the text of these general conditions shall be made available to the consumer. If this is not reasonably possible, the trader will indicate, before the distance contract is concluded, how the general conditions can be viewed at the trader's premises and that, at the consumer's request, they will be sent free of charge as quickly as possible.

3. If the distance contract is concluded electronically, then, contrary to the previous paragraph, and before the distance contract is concluded, the text of these general conditions may be made available to the consumer by electronic means in such a way that the consumer can easily store them on a durable data carrier. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general conditions can be consulted electronically and that they will be sent to the consumer free of charge, at his request, either electronically or in some other way.

4. If, in addition to these general terms and conditions, specific product or service conditions apply, the second and third paragraphs apply by analogy and the consumer, in the event of conflicting conditions, can always rely on the applicable provision that is most favorable to him.

Article 4 - The offer

1. If an offer has a limited period of validity or is made 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. The description is sufficiently detailed to allow a proper assessment of the offer by the consumer. If the entrepreneur makes use of. Images, these are a true reflection of the products, services and/or digital content offered.
services and/or digital content. Obvious mistakes or errors in the offer will 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 contract is concluded, subject to that which is stipulated in paragraph 4, at the moment at which the consumer accepts the offer and the conditions thereof are fulfilled.
2. If the consumer has accepted the offer electronically, the trader will immediately confirm receipt of electronic acceptance of the offer. As long as the receipt of this acceptance has not been confirmed by the trader, the consumer may dissolve the contract.
3. If the agreement is created electronically, the entrepreneur will take appropriate technical and organizational measures to protect the electronic transfer of data and he will ensure a secure web environment. If the consumer is able to pay electronically, the entrepreneur will observe appropriate security measures.
4. The entrepreneur may, within the limits of the law, inform the consumer about his ability to fulfill his payment obligations, as well as about all those facts and factors which are important for a responsible conclusion of the distance contract. If, on the basis of this investigation, the entrepreneur has good reason not to enter into the agreement, he is entitled to refuse an order or request while giving reasons, or to attach special conditions to the implementation.
5. The entrepreneur will, at the latest upon delivery of the product, service or digital content to the consumer, the following information in writing or in such a way that the consumer in an accessible manner can be stored on a durable medium, send:
 - a. the visiting address of the trader's business establishment where the consumer can lodge complaints;
 - b. the conditions on which and the way in which the Consumer may exercise the right of withdrawal, or a clear statement concerning the exclusion of the right of withdrawal;
 - c. the information on guarantees and existing after-sales service;
 - d. the price, including all taxes, of the product, service or digital content; where applicable, the costs of delivery; and the method of payment, delivery or performance of the distance contract;
 - e. the requirements for terminating the agreement if the agreement has a duration of more than one year or of indefinite duration;
 - f. if the consumer has a right of withdrawal, the model form for withdrawal.
6. In case of a long-term transaction, the provision in the previous paragraph applies only to the first delivery.

Article 6 - Right of withdrawal

In products:

1. The consumer can dissolve an agreement related to the purchase of a product during a reflection period of 60 days without giving any reason. The entrepreneur may ask the consumer about the reason for withdrawal, but may not oblige the consumer to state his reason(s).

2. The cooling off period mentioned in paragraph 1 starts on the day after the consumer, or a third party designated by the consumer in advance, and who is not the carrier, has received the product, or: a. if the consumer has ordered multiple products in one order: the day the consumer, or a third party designated by him, has received the last product. The entrepreneur may, provided he has clearly informed the consumer prior to the ordering process, refuse an order for multiple products with a different delivery time.

b. 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, received the last shipment or the last part;

c. in the case of a contract for regular delivery of products during a defined period of time: the day on which the consumer or a third party designated by him has received the first product. For services and digital content not supplied on a tangible medium:

3. The consumer can terminate a service contract and a contract for delivery of digital content not supplied on a tangible medium during 60 days without giving any reason. The trader may ask the consumer about the reason for withdrawal, but may not oblige the consumer to give his reason(s).

4. The cooling off period mentioned in paragraph 3 starts on the day following the conclusion of the agreement. Extended cooling off period for products, services and digital content which is not supplied on a tangible medium in the absence of information 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 withdrawal form, the cooling-off period will expire twelve months after the end of the original cooling-off period, as stipulated in the previous paragraphs of this article.

6. If the trader has provided the consumer with the information referred to in the previous paragraph within twelve months after the start date of the original cooling-off period, the cooling-off period will expire fourteen days after the day on which the consumer received this information.

Article 7 - Obligations of the consumer during the reflection period

1. During the reflection period, the consumer will treat the product and its packaging with care. He will only unpack or use the product to the extent necessary to determine the nature, features and functioning of the product. The starting point here is that the consumer may only handle and inspect the product as he would be allowed to do in a shop.
2. The consumer is only liable for depreciation in the value of the product resulting from a manner of handling the product that goes beyond what is permitted in paragraph 1.
3. The consumer is not liable for any diminished value of the product if the entrepreneur has not provided him with all legally required information about the right of withdrawal before or at the time of concluding the contract.

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 shall notify the trader of this within the withdrawal period by means of the model withdrawal form or in another unequivocal manner.
2. As soon as possible, but within 60 days from the day following the notification referred to in paragraph 1, the consumer shall return the product or hand it over to (an authorised representative of) the entrepreneur. This is not necessary if the entrepreneur has offered to pick up the product himself. The consumer has in any case complied with the return period if he sends the product back before the cooling-off period has expired.
3. The consumer shall return the product with all delivered accessories, if reasonably possible in original condition and packaging, and according to the reasonable and clear instructions provided by the entrepreneur
4. The risk and burden of proof of the correct and timely exercise of the right of withdrawal shall lie with the consumer.
5. The consumer bears the direct costs of returning the product. If the entrepreneur has not reported that the consumer should bear these costs or if the entrepreneur indicates to bear the costs himself, the consumer does not have to bear the costs of return shipment.
6. The consumer shall not bear any costs if:
 - a. the trader has not provided the consumer with the legally required information on the right of withdrawal, the reimbursement of costs in the event of withdrawal or the model withdrawal form.

Article 9 - Obligations of the entrepreneur in case of withdrawal

1. If the entrepreneur makes the notification of withdrawal by the consumer possible electronically, he will send an acknowledgement of receipt of this notification without delay.
2. The trader shall reimburse all payments made by the consumer, including any delivery costs charged by the trader for the returned product, without delay but within 60 days following the day on which the consumer notifies him of the withdrawal. Unless the entrepreneur offers to collect the product himself, he may wait with repayment until he has received the product or until the consumer demonstrates that he has returned the product, whichever comes first.
3. The entrepreneur shall use the same means of payment as the consumer has used for repayment, unless the consumer agrees to a different method. The refund is free of charge for the consumer.
4. If the consumer has chosen a more expensive method of delivery than the cheapest standard delivery, the entrepreneur is not required to reimburse the additional costs for the more expensive method.

Article 10 - Exclusion of right of withdrawal

The trader can exclude the following products and services from the right of withdrawal, but only if the trader clearly stated this fact when making the offer, or at least in good time prior to conclusion of the contract:

1. Products or services of which the price is linked to fluctuations on the financial market over which the entrepreneur has no influence and which can occur within the withdrawal period
2. Contracts that are concluded during a public auction. A public auction is a method of sale whereby products, digital content and/or services are offered by the operator to the consumer who is present in person or has the possibility to be present in person at the auction under the direction of an auctioneer and whereby the successful bidder is bound to purchase the products, digital content and/or services;
3. Services agreements, after full performance of the service, but only if:
 - a. the execution has started with the express prior consent of the consumer;
 - b. the consumer has declared that he loses his right of withdrawal when the entrepreneur has completely fulfilled the agreement;
4. Package holidays as referred to in article 7:500 Civil Code and passenger transport agreements;
5. Service contracts for the provision of accommodation, where the contract provides for a specific date or period of performance and for non-residential purposes, transport of goods, car rental services and catering;
6. Agreements relating to leisure activities, if the agreement provides for a certain date or period of execution;
7. Products made to the consumer's specifications, which are not prefabricated and are manufactured on the basis of an individual choice or decision by the consumer, or are clearly intended for a specific person;
8. Products that spoil quickly or have a limited shelf life;
9. Sealed products that are not suitable to be returned for reasons of health protection or hygiene and whose seal has been broken after delivery;
10. Products which, after delivery, are irrevocably mixed with other products due to their nature;
11. Sealed audio-, video-recordings and computer software, of which the seal has been broken after delivery

Article 11 - The price

1. During the validity period mentioned in the offer, the prices of the products and/or services offered will not be increased, except for price changes due to changes in VAT rates.

2. Contrary to the previous paragraph, the Entrepreneur may offer products or services whose prices are subject to fluctuations in the financial market that are beyond the Entrepreneur's control, at variable prices. This link to fluctuations and the fact that any prices mentioned are target prices, will be mentioned with the offer.

3. Price increases within 3 months after the conclusion of the agreement are only allowed if they are the result of statutory regulations or provisions.

4. Price increases from 3 months after the conclusion of the contract are only allowed if the entrepreneur has stipulated it and:

a. they are the result of statutory regulations or provisions; or

b. the consumer is authorized to terminate the contract on the day on which the price increase takes effect.

5. The prices mentioned in the offer of products or services include VAT.

Article 12 - Fulfilment of agreement and additional guarantee

1. The entrepreneur guarantees that the products and / or services meet the contract, the specifications listed in the offer, the reasonable requirements of reliability and / or usefulness and the date of the conclusion of the agreement existing legal provisions and/or government regulations. If agreed, the entrepreneur also ensures that the product is suitable for other than normal use.
2. An additional guarantee provided by the entrepreneur, his supplier, manufacturer or importer never limits the legal rights and claims that the consumer, on the basis of the agreement, can enforce against the entrepreneur if the entrepreneur has failed to fulfill his part of the agreement.
3. By additional guarantee is meant any commitment from the trader, his supplier, importer or producer in which he grants the consumer certain rights or claims that go beyond what he is legally obliged to do if he has failed to fulfil his part of the contract.

Article 13 - Delivery and execution

1. The entrepreneur will take the greatest possible care in receiving and carrying out orders for products and in 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. Subject to what is stated in Article 4 of these terms and conditions, the operator accepted orders expeditiously but not later than 60 days, unless a different delivery has been agreed. If the delivery is delayed, or if an order is not or only partially carried out, the consumer receives them no later than 30 days after the order was placed. The consumer in that case the right to terminate the contract without penalty and right to any compensation.
4. After termination in accordance with the previous paragraph, the entrepreneur will immediately refund the amount paid by the consumer.
5. The risk of damage and/or loss of products rests with the entrepreneur up to the moment of delivery to the consumer or a previously designated and announced to the entrepreneur representative, unless otherwise expressly agreed.

Article 14 - Continuing transactions: duration, termination and extension

Notice:

1. The consumer may contract for an indefinite period and that extends to the regular delivery of products (including electricity) or services, at any time

The consumer may terminate a contract for an indefinite period, which extends to the regular delivery of products (including electricity) or services, at any time, subject to the agreed termination rules and a notice of up to one month.

2. The consumer has a right at all times to terminate a fixed-term contract that was concluded for the regular supply of products (including electricity) or services at the end of the fixed-term, subject to the end of the fixed term in compliance with the applicable termination rules and a notice of up to one month.

3. The consumer can the agreements mentioned in the previous paragraphs:

a. may be cancelled at any time and shall not be limited to cancellation at a particular time or during a particular period;

b. at least terminate them in the same manner as they were entered into by him;

c. always terminate with the same notice as the entrepreneur has stipulated for himself.

Extension:

1. A contract for a definite period, which extends to the regular delivery of products (including electricity) or services, may not be extended or tacitly renewed for a fixed period. renewed for a limited period.

2. A fixed-term contract that has been concluded for the regular supply of products or services may only be extended tacitly for an indefinite period of time if the consumer has at all times the right to terminate, with a period of notice that does not exceed one month.

3. A contract with a limited duration for the regular supply, by way of introduction, of daily or weekly newspapers and magazines (trial or introductory subscription) is not automatically continued and ends at the end of the trial or introductory period.

Duration:

1. If a contract lasts more than one year, after one year of the agreement the consumer may at any time terminate with a notice of up to one month, unless the reasonableness and fairness resisting the termination before the end of the agreed term.
reasonableness and fairness resisting the termination before the end of the agreed term.

Article 15 - Payment

1. Insofar not otherwise provided for in the contract or additional conditions, the amounts payable by the consumer should be paid within 14 days after the start of the reflection period, or in the absence of a reflection period within 14 days after the conclusion of the contract. In case of an agreement for the provision of a service, this period shall start on the day the consumer receives the confirmation of the agreement.

2. When selling products to consumers, the consumer may never be required in general terms and conditions to pay more than 50% in advance. Where advance payment is stipulated, the consumer may not assert any rights regarding the implementation of the order or service(s) in question before the stipulated advance payment has been made.

3. The consumer has the duty to inaccuracies in data supplied or specified payment to report immediately to the operator.

4. If the consumer does not meet his payment obligation(s) on time, he shall, after being notified by the entrepreneur of the late payment and after the entrepreneur has given the consumer a period of 14 days to meet his payment obligations as yet, after failing to make payment within this 14-day period, owe the statutory interest on the amount due and be entitled to charge extrajudicial collection costs incurred by him.

payment within this 14-day period, the consumer will owe statutory interest on the outstanding amount and the entrepreneur has the right to charge extrajudicial collection costs.

These collection costs amount to a maximum of: 15% on outstanding amounts up to € 2,500; 10% on the next € 2,500 and 5% on the next € 5,000, with a minimum of € 40. The proprietor can deviate from the amounts and percentages referred to in the paragraph in favour of the consumer.

Article 16 - Complaints procedure

1. The entrepreneur shall have a sufficiently notified complaints procedure and shall handle the complaint in accordance with this complaints procedure.
2. Complaints about the implementation of the agreement must be submitted to the entrepreneur fully and clearly described within a reasonable time after the consumer has found the defects.
3. Complaints submitted to the trader shall be replied to within a period of 60 days, calculated from the date of receipt. If a complaint requires a foreseeable longer processing time, the entrepreneur will respond within the period of 60 days with a message of receipt and an indication of when the consumer can expect a more detailed answer.
4. A complaint about a product, a service or the trader's service can also be submitted via a complaints form on the consumer page of the Thuiswinkel.org website www.thuiswinkel.org. The complaint is then sent both to the trader concerned and to Thuiswinkel.org.
5. The consumer should give the entrepreneur at least 4 weeks time to resolve the complaint in mutual agreement. After this period a dispute arises that is susceptible to the dispute.

Article 17 - Disputes

1. Contracts between the trader and the consumer to which these general terms and conditions apply are governed exclusively by Dutch law.
2. Disputes between a consumer and a trader over the conclusion or exercising of contracts relating to products and services to be supplied by this trader can be put before the Thuiswinkel Disputes Committee, P.O. Box 90600, 2509 LP in The Hague (www.sgc.nl), by either the consumer or the trader, with due observance of that which is stipulated below.
3. A dispute will only be taken into consideration by the Disputes Committee if the consumer has first submitted his complaint to the trader within a reasonable period.
4. If the complaint does not lead to a solution, the dispute must be submitted to the Disputes Committee in writing or in another form determined by the Committee, within 12 months of the date on which the consumer submitted the complaint to the trader.
5. If the consumer wishes to submit a dispute to the Disputes Committee, the entrepreneur is bound by this choice. Preferably the consumer reports this to the entrepreneur first.
6. When the entrepreneur wants to submit a dispute to the Geschillencommissie, the consumer will have to speak out in writing, within five weeks after a written request made by the entrepreneur, whether he so desires or wants the dispute to be dealt with by the competent court. Hear the entrepreneur choice of the consumer within the period of five weeks, then the entrepreneur is entitled to submit the dispute to the competent judge.
7. The Disputes Committee pronounces its judgment under the conditions as set out in the regulations of the Disputes Committee (www.degeschillencommissie.nl/over-ons/decommissies/2404/thuiswinkel).
The decisions of the Disputes Committee are made by way of a binding advice.
8. The Disputes Committee will not deal with a dispute or will terminate the proceedings if the proprietor has been granted a suspension of payments, gone bankrupt or has actually terminated business activities before the committee dealt with the dispute during a session and rendered a final ruling.
9. If, in addition to the Thuiswinkel Disputes Committee, another recognized dispute committee or one affiliated with the Stichting Geschillencommissies voor Consumentenzaken (SGC) or the Klachteninstituut Financiële Dienstverlening (Kifid) is authorized, then, for disputes regarding mainly concerning the method of distance selling or the provision of services, the Thuiswinkel Disputes Committee shall preferably be competent. For all other disputes, the other disputes committees recognized by the SGC or Kifid.

Article 18 - Industry guarantee

1. Thuiswinkel.org guarantees that its members will abide by the binding advice issued by the Thuiswinkel Disputes Committee, unless the member decides to submit the binding advice to the courts for verification within two months of the binding advice being sent. This guarantee revives, if the binding advice is upheld after review by the court and the judgement from which this has emerged, has become final. Up to a maximum amount of € 10.000,- per binding advice, this amount will be paid to the consumer by Thuiswinkel.org. For amounts greater than € 10.000,- per binding advice, € 10.000,- will be paid out. When the amount exceeds this amount, Thuiswinkel.org has a duty of care to ensure that the member complies with the binding advice.

2. In order to apply this guarantee it is required that the consumer makes a claim in writing to Thuiswinkel.org and that he transfers his claim on the trader to Thuiswinkel.org. If the claim on the trader exceeds €10.000,- the consumer will be offered to transfer his claim to Thuiswinkel.org, after which this organization will request payment in rights in its own name and at its own cost to satisfy the consumer.

Article 19 - Additional or different provisions

Additional provisions or provisions that deviate from these general conditions may not be to the detriment of the consumer and should be recorded in writing or in such a way that by the consumer in an accessible manner can be stored on a durable medium.

Article 20 - Amendments to the General Terms and Conditions of Thuiswinkel

1. Thuiswinkel.org will not alter these general terms and conditions without prior consultation with the Dutch Consumers' Association.

2. Amendments to these terms and conditions shall only take effect after they have been published in the appropriate manner, on the understanding that, in the event of applicable amendments during the term of an offer, the provision that is most favourable for the consumer shall prevail.

Thuiswinkel.org

www.thuiswinkel.org

Horaplantsoen 20, 6717 LT Ede

PO Box 7001, 6710 CB Ede

Annex I: Model withdrawal form

Model form for withdrawal

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

a.

To:

Online Hoortoestel.nl

Nikkelstraat 43

1411 AH in Naarden

The Netherlands

info@onlinehoortoestel.nl

I hereby give notice that I withdraw from my contract regarding the sale of the following products: [product designation]*

the provision of the following service: [service designation]*, revoke *

Ordered on*/received on* [date of order for services or date of receipt for products].

Name of consumer

Address of consumer

Signature of consumer