

## General Terms and Conditions B2C Conec Care October 2020

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### Article 1- Definitions

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

12. **Grace period:** The period within which the consumer can make use of his right of withdrawal;
13. **Consumer:** the natural person who is not acting in the exercise of a profession or business and enters into a distance contract with the entrepreneur;
14. **Day:** calendar day;
15. **Continuing performance contract:** a distance contract relating to a series of products and/or services, for which the obligation to supply and/or purchase is spread over time;
16. **Durable medium:** every means that enables the consumer or trader to store information addressed to him personally in a way that makes future consultation and unaltered reproduction of the stored information possible.
17. **Right of withdrawal:** the possibility for the consumer to waive the distance contract within the cooling-off period;
18. **Model form:** the model form for withdrawal which the trader makes available and which a consumer may fill in if he wishes to make use of his right of withdrawal.
19. **Entrepreneur:** the natural or legal person who offers products and/or services to consumers from a distance;
20. **Distance contract:** in these terms and conditions, a distance contract is understood to mean both a contract whereby sole use is made of one or more techniques for distance communication within the framework of a system organised by the trader for the distance sale of products and/or services, up to and including the moment that the contract is concluded, and another multilateral legal transaction between the trader and a consumer whereby an undertaking is created. Unless stated otherwise, the conditions apply to both types of agreements;
21. **Technology for remote communication:** means that can be used for concluding an agreement, without the consumer and entrepreneur being together in the same room at the same time.
22. **General Terms and Conditions:** the present General Terms and Conditions of the Entrepreneur.

## **Article 2- Identity of the entrepreneur**

Conec Care BV

Hondiusstraat 28L, 6827 DE Arnhem

Phone number: 085 48 99 400

E-mail address: info@conec.care

Chamber of Commerce number: 80306055

Btw-identificatienummer: 8616.24.580.B.01

## **Article 3- Applicability**

8. These general terms and conditions apply to every offer made by the trader and to every distance contract and order that is concluded between the trader and the consumer.
9. Before the remote agreement is concluded, the text of these general conditions shall 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 conditions are available for perusal at the entrepreneur's premises and that they will be sent to the consumer free of charge as soon as possible, at the consumer's request.
10. 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 terms and 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, prior to the conclusion of the distance selling agreement, it will be indicated where the general terms and conditions can be viewed electronically and that they will be sent to the consumer free of charge, at his request, either electronically or in some other way.
11. In the event that specific product or service conditions apply in addition to these general terms and conditions, the second and third paragraphs apply by analogy and, in the event of conflicting general terms and conditions, the consumer can always invoke the applicable provision that is most favourable to him.
12. If one or more provisions in these general terms and conditions are null and void or annulled in part or in full at any time, the agreement and these terms and conditions will remain in force for the rest and the provision in question will be replaced without delay, in mutual consultation, by a provision that approximates the meaning of the original provision as closely as possible.
13. Situations not regulated by these general terms and conditions are to be assessed 'in the spirit' of these general terms and conditions.
14. Any ambiguity regarding the interpretation or content of one or more provisions of our terms and conditions shall be interpreted "in the spirit" of these terms and conditions.

## **Article 4- The offer**

7. If an offer is of limited duration or is made subject to conditions, this shall be expressly stated in the offer.
8. The offer is without obligation. The entrepreneur is entitled to change and adapt the offer.
9. The offer contains a complete and accurate description of the products and/or services offered. The description is sufficiently detailed to allow the consumer to properly assess the offer. If the entrepreneur uses images, these are a true reflection of the products and / or services offered. Obvious mistakes or obvious errors in the offer do not bind the entrepreneur.
10. All images, specifications and data in the offer are indicative and cannot be a reason for compensation or dissolution of the contract.
11. Images of products are a true representation of the products offered. The Entrepreneur cannot guarantee that the colours shown correspond exactly to the actual colours of the products.
12. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to accepting the offer. This concerns in particular:
  - o the price including taxes;
  - o any costs of shipment;
  - o the way in which the agreement will be brought about and what actions are required for this;
  - o the applicability or otherwise of the right of withdrawal;
  - o the method of payment, delivery and execution of the agreement;
  - o The period for accepting the offer, or the period within which the entrepreneur guarantees the price;
  - o the level of the rate of distance communication if the costs of using the means of distance communication are calculated on a basis other than the regular basic rate for the means of communication used;
  - o whether the contract is archived after its conclusion and, if so, in what way it can be consulted by the consumer;

- the way in which the consumer, before concluding the contract, can check the data provided by him in the context of the contract and, if desired, correct them;
- any other languages besides Dutch in which the agreement may be concluded;
- the codes of conduct to which the trader is subject and the way in which the consumer can consult these codes of conduct electronically; and
- the minimum duration of the distance contract in the case of an extended transaction.

#### **Article 5- The Agreement**

8. The agreement comes into effect, subject to that which is stipulated in paragraph 4, at the moment at which the consumer accepts the offer and fulfils the conditions laid down.
9. If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm receipt of electronic acceptance of the offer. As long as the receipt of this acceptance has not been confirmed by the entrepreneur, the consumer may dissolve the agreement.
10. If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organisational measures to secure the electronic transfer of data and will ensure a safe web environment. If the consumer is able to pay electronically, the entrepreneur will take appropriate safety measures.
11. The entrepreneur can - within legal frameworks - acquaint himself with the ability of the consumer to meet his payment obligations, as well as with all those facts and factors that are important for a sound conclusion of the remote agreement. 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 application or to attach special conditions to the implementation.
12. The entrepreneur will include the following information with the product or service, in writing or in such a way that the consumer can store it in an accessible manner on a durable data carrier:
  - f. the visiting address of the trader's business establishment where the consumer can lodge complaints;
  - g. 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;
  - h. the information on guarantees and existing after-sales services;
  - i. the data included in article 4, paragraph 3 of these conditions, unless the entrepreneur has already provided the consumer with these data before the implementation of the agreement;
  - j. the requirements for cancelling the agreement if the agreement has a duration of more than one year or is indefinite.
13. In the event of an extended transaction, the provision in the previous paragraph shall apply only to the first delivery.
14. Every agreement is entered into under the suspensive conditions of sufficient availability of the products concerned.

## **Article 6- Right of withdrawal (only applicable to distance contracts)**

### *On delivery of products:*

7. When purchasing products, the consumer has the possibility of dissolving the contract, without giving reasons, during a period of 14 days. This cooling off period commences on the day after receipt of the product by the consumer or a previously designated by the consumer and the entrepreneur announced representative.
8. During the cooling-off 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 judge whether he wishes to keep the product. If he exercises his right of withdrawal, he will return the product with all accessories and- if reasonably possible- in the original condition and packaging to the entrepreneur, according to the entrepreneur provided reasonable and clear instructions.
9. When the consumer wishes to make use of his right of withdrawal, he is obliged to make this known to the entrepreneur within 14 days after receipt of the product. The consumer must make this known by means of the model form. After the consumer has made known that he wishes to make use of his right of withdrawal, the customer must return the product within 14 days. The consumer must prove that the delivered goods have been returned on time, for example by means of a proof of posting.
10. If, after the expiry of the periods specified in paragraphs 2 and 3, the customer has not made known his intention to make use of his right of withdrawal or has not returned the product to the entrepreneur, the purchase is a fact.

### *In case of provision of services:*

11. When providing services, the consumer has the option of dissolving the contract without giving reasons for a period of at least 14 days starting on the day of entering into the contract.
12. To make use of his right of withdrawal, the consumer will follow the reasonable and clear instructions provided by the entrepreneur at the time of the offer and/or at the latest at the time of delivery.

## **Article 7- Costs in case of withdrawal (as referred to in Article 6)**

5. If the consumer makes use of his right of withdrawal, he shall bear no more than the cost of returning the goods.
6. If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible, but at the latest within 14 days after the withdrawal. This is subject to the condition that the product has already been received by the merchant or that conclusive proof of the complete return can be provided. The refund will be made via the same payment method used by the consumer, unless the consumer explicitly agrees to a different payment method.
7. If the product is damaged due to careless handling by the consumer himself, the consumer is liable for any reduction in value of the product.
8. The consumer cannot be held liable for any reduction in the value of the product if the trader has not provided all the information required by law regarding the right of withdrawal; this must be done prior to conclusion of the purchase contract.

## **Article 8- Exclusion of the right of withdrawal (as referred to in Article 6)**

4. The entrepreneur can exclude the consumer from the right of withdrawal for products as described in paragraph 2 and 3. The exclusion of the right of withdrawal applies only if the entrepreneur has clearly stated this in the offer, at least in good time before concluding the agreement.
5. Exclusion of the right of withdrawal is only possible for products:
  - i. that have been realised by the entrepreneur according to the specifications of the consumer;
  - j. which are clearly personal in nature;
  - k. which cannot be returned due to their nature;
  - l. which may deteriorate or age rapidly;
  - m. whose price is subject to fluctuations in the financial market over which the entrepreneur has no influence;
  - n. for individual newspapers and magazines;
  - o. for audio and video recordings and computer software of which the consumer has broken the seal;
  - p. for hygienic products of which the consumer has broken the seal.
6. Exclusion of the right of withdrawal is only possible for services:
  - d. concerning accommodation, transport, catering or leisure activities to be performed on a certain date or during a certain period;

- e. of which the delivery has started with the express consent of the consumer before the period for reflection has expired;
- f. on betting and lotteries.

#### **Article 9- The price**

- 7. 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.
- 8. 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 recommended prices will be mentioned with the offer.
- 9. Price increases within 3 months after the conclusion of the agreement are only allowed if they are the result of statutory regulations or provisions.
- 10. 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 authorised to terminate the contract on the day on which the price increase takes effect.
- 11. The prices mentioned in the offer of products or services include VAT.
- 12. All prices are subject to printing and typesetting errors. No liability is accepted for the consequences of misprints and typesetting errors. In the event of misprints, the Entrepreneur is not obliged to deliver the product at the incorrect price.

#### **Article 10- Compliance and Warranty**

- 6. The trader guarantees that the products and/or services fulfill the contract, the specifications stated in the offer, the reasonable requirements of reliability and/or serviceability and the statutory provisions and/or government regulations that existed on the date that the contract was concluded. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal (non-commercial) use.
- 7. A guarantee provided by the trader, manufacturer or importer does not affect the legal rights and claims that the consumer may assert against the trader on the basis of the contract.
- 8. Any defects or wrongly delivered products must be reported to the entrepreneur in writing within 4 weeks of delivery. The products must be returned in their original packaging and in new condition.
- 9. The entrepreneur's guarantee period corresponds to the manufacturer's guarantee period. However, the trader is never responsible for the ultimate suitability of the products for each individual application by the consumer, nor for any advice regarding the use or application of the products.
- 10. The guarantee does not apply if:
  - o The consumer has repaired and/or modified the delivered products himself or has had them repaired and/or modified by third parties;
  - o The delivered products have been exposed to abnormal conditions or have otherwise been handled carelessly or contrary to the instructions of the entrepreneur and/or on the packaging;
  - o The inadequacy is wholly or partially the result of regulations which the government has laid down or will lay down with regard to the nature or quality of the materials used.

#### **Article 11- Delivery and execution**

- 8. The entrepreneur will take the greatest possible care when receiving and carrying out orders for products and when assessing applications for the provision of services.
- 9. The place of delivery is the address which the consumer has made known to the company.
- 10. Subject to what is stated in paragraph 4 of this article, the company will execute accepted orders expeditiously but not later than within 30 days, unless the consumer has agreed to a longer delivery period. If the delivery has been delayed, or if an order cannot be filled or can be filled only partially, the Consumer shall be informed about this within 30 days after the order was placed. In that case, the consumer has the right to dissolve the agreement free of charge. The consumer is not entitled to compensation.
- 11. All delivery periods are indicative. The consumer cannot derive any rights from any delivery dates mentioned. Exceeding a term does not entitle the consumer to compensation.

12. In case of dissolution in accordance with paragraph 3 of this article, the entrepreneur will refund the amount paid by the consumer as soon as possible, but at the latest within 14 days after dissolution.
13. If delivery of an ordered product turns out to be impossible, the entrepreneur will make an effort to provide a replacement article. The fact that a replacement article is being delivered will be reported in a clear and comprehensible manner, at the latest upon delivery. The right of withdrawal cannot be excluded with replacement articles. The cost of any return shipment shall be borne by the entrepreneur.
14. 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 notified to the entrepreneur representative, unless otherwise expressly agreed.

## **Article 12- Continuing transactions: duration, termination and renewal**

### *Termination*

9. 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.
10. The consumer may terminate a fixed-term contract that was concluded for the regular supply of products (including electricity) or services at any time at the end of the fixed term in compliance with the applicable termination rules and a period of notice that does not exceed one month.
11. The consumer may terminate the contracts referred to in the previous paragraphs:
  - Termination at any time and not be limited to termination at a specific time or in a specific period;
  - At least terminate them in the same manner as they were entered into by him;
  - Always terminate with the same notice as the entrepreneur has stipulated for himself. \

### *Extension*

12. A contract for a definite period of time, which extends to the regular delivery of products (including electricity) or services, may not be tacitly extended or renewed for a definite period of time.
13. Contrary to the previous paragraph, a fixed-term contract that has been concluded for the regular supply of daily or weekly newspapers and magazines may be tacitly renewed for a maximum period of three months, if the consumer has the right to terminate this renewed contract at the end of the renewal period, with a period of notice that does not exceed one month.
14. A fixed-term contract that has been concluded for the regular supply of products or services may only be automatically prolonged 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 and a period that does not exceed three months if the contract is to regularly supply daily or weekly newspapers or magazines, but less than once a month.
15. An agreement with a limited duration for the regular supply, by way of introduction, of daily or weekly newspapers and magazines (trial or introductory subscription) shall not be tacitly continued and shall end automatically at the end of the trial or introductory period.

### *Duration*

16. If a contract has a duration of more than one year, after one year the consumer may at any time terminate with a notice of up to one month, unless reasonableness and fairness dictate otherwise.

## **Article 13- Payment**

4. As far as no other date has been agreed, sums payable by the consumer should be paid within 7 working days after the start of the reflection period, as referred to in article 6, paragraph 1. In case of an agreement for the provision of a service, this period starts after the consumer has received the confirmation of the agreement.
5. The consumer has the duty to immediately report inaccuracies in payment data provided or mentioned to the entrepreneur.
6. In case of non-payment on the part of the consumer, and subject to legal restrictions, the entrepreneur is entitled to charge the consumer for any reasonable costs made known to the consumer in advance.

## **Article 14- Complaints procedure**

8. The entrepreneur has a sufficiently publicised complaints procedure and deals with the complaint in accordance with this complaints procedure.
9. Complaints about the execution of the contract must be submitted to the entrepreneur within 7 days, fully and clearly described, after the consumer has found the defects.

10. Complaints submitted to the entrepreneur shall be answered within a period of 14 days, calculated from the date of receipt. If a complaint requires a foreseeably longer processing time, the entrepreneur will respond within the period of 14 days with a message of receipt and an indication of when the consumer can expect a more detailed answer.
11. If the complaint cannot be solved in mutual consultation, a dispute arises that is subject to the dispute settlement procedure.
12. In case of complaints, a consumer should first turn to the entrepreneur. If the web shop is affiliated with Stichting WebwinkelKeur and complaints cannot be resolved by mutual agreement, the consumer should contact Stichting WebwinkelKeur ([www.webwinkelkeur.nl](http://www.webwinkelkeur.nl)), which will mediate free of charge. Check whether this web shop has a current membership via <https://www.webwinkelkeur.nl/leden/>. If there is still no solution, the consumer has the possibility to let his complaint be handled by the independent dispute commission appointed by Stichting WebwinkelKeur, the verdict of which is binding and both entrepreneur and consumer agree to this binding verdict. To submit a dispute to this dispute committee are costs that consumers must pay to the committee. It is also possible to submit complaints via the European ODR platform (<http://ec.europa.eu/odr>).
13. A complaint does not suspend the Entrepreneur's obligations, unless the Entrepreneur indicates otherwise in writing.
14. If a complaint is found to be justified by the trader, the trader will, at his discretion, either replace or repair the delivered products free of charge.

#### **Article 15- Disputes**

3. Only Dutch law applies to agreements between the entrepreneur and the consumer to which these general terms and conditions apply. Even if the consumer lives abroad.
4. The Vienna Sales Convention shall not apply.

#### **Article 16- Additional or different provisions**

Additional provisions or provisions that deviate 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 the consumer can store them in an accessible manner on a long-term data carrier.

**Model withdrawal form**

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

- To Conec Care
- Hondiusstraat 28L
- 6827 DE Arnhem
- [info@conec.care](mailto:info@conec.care)
- +31854899400

- I/We (\*) hereby give notice that I/We (\*) withdraw from my/our (\*) contract of sale of the following goods/provision of the following service (\*):

- Ordered on (DD-MM-YYY) :

- Order number :

- Received on (DD-MM-YYY):

- Name(s) of consumer(s)

- Consumer address(es) :

- IBAN Account number:

- Signature of consumer(s) (only if this form is notified on paper)

- Date(DD-MM-YYY):

*(\*) Delete where not applicable.*