



General Terms and Conditions

General Terms and Conditions Sanitear.nl

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Article 1 – Definitions

In these terms and conditions, the following definitions apply:

- **Supplementary Agreement:** an agreement whereby the consumer acquires products, digital content, and/or services in connection with a distance agreement and these goods, digital content, and/or services are delivered by the entrepreneur or by a third party on the basis of an arrangement between that third party and the entrepreneur;

- **Reflection Period:** the period during which the consumer can exercise their right of withdrawal;
- **Consumer:** the natural person who does not act for purposes related to his/her trade, business, craft, or profession;
- **Day:** calendar day;
- **Digital Content:** data produced and delivered in digital form;
- **Continuous Agreement:** an agreement aimed at the regular delivery of goods, services, and/or digital content over a certain period;
- **Durable Medium:** any means – including email – that enables the consumer or entrepreneur to store information addressed personally to them, in a way that allows future consultation or use for a period aligned with the purpose of the information, and allows unaltered reproduction of the stored information;
- **Right of Withdrawal:** the consumer's right to withdraw from the distance agreement within the reflection period;
- **Distance Agreement:** an agreement concluded between the entrepreneur and the consumer within the framework of an organized system for distance selling of products, digital content, and/or services, whereby one or more means of distance communication are used up to and including the conclusion of the agreement;
- **Model Withdrawal Form:** the European model withdrawal form included in Annex I of these terms and conditions;
- **Means of Distance Communication:** any instrument that can be used for concluding an agreement without the consumer and the entrepreneur being simultaneously present in the same location.

Article 2 – Identity of the Entrepreneur

Sanitear-Magazijn (“no visiting address”)

Dragonder 32-C

5555 XZ, Valkenswaard

Phone: 040-202 41 12

Opening hours:

Sun: Closed

Mon: 09:00 – 17:00

Tue: 09:00 – 17:00

Wed: 09:00 – 17:00

Thu: 09:00 – 17:00

Fri: 09:00 – 17:00

Sat: Closed

Email: info@sanitear.nl

Chamber of Commerce (KvK): 63514818

VAT No.: NL002415984B28

Article 3 – Applicability

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

Before the distance agreement is concluded, the text of these general terms and conditions shall be made available to the consumer. If this is not reasonably possible, the entrepreneur shall indicate, before the distance agreement is concluded, how the general terms and conditions can be inspected at the entrepreneur's premises and that they will be sent free of charge to the consumer upon request as soon as possible.

If the distance agreement is concluded electronically, and notwithstanding the previous paragraph, the text of these general terms and conditions may be made available to the consumer electronically before the agreement is concluded, in such a way that the consumer can easily store it on a durable medium. If this is not reasonably possible, the entrepreneur shall indicate before the agreement is concluded where the general terms and conditions can be consulted electronically and that they will be sent free of charge to the consumer electronically or otherwise upon request.

In the event that, in addition to these general terms and conditions, specific product or service terms apply, the second and third paragraphs shall apply accordingly, and in case of conflicting terms, the consumer may always invoke the provision that is most favorable to them.

Article 4 – The Offer

If an offer has a limited validity period or is made under conditions, this shall be explicitly stated in the offer.

The offer is non-binding. The entrepreneur is entitled to modify and adapt the offer.

The offer contains a complete and accurate description of the products, digital content, and/or services offered. The description is sufficiently detailed to allow the consumer to make a proper assessment of the offer. If the entrepreneur uses images, these are a true representation of the offered products, services, and/or digital content. Obvious mistakes or errors in the offer do not bind the entrepreneur.

All images, specifications, and data in the offer are indicative and cannot give rise to claims for damages or termination of the agreement.

Each offer contains sufficient information to make it clear to the consumer what rights and obligations are connected to accepting the offer, including:

- the price, including taxes;
- any shipping costs;
- the manner in which the agreement will be concluded and what actions are required for this;
- whether the right of withdrawal applies;
- the method of payment, delivery, and execution of the agreement;
- the period for acceptance of the offer, or the period within which the entrepreneur guarantees the price;
- the rate for 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 communication method used;
- whether the agreement will be archived after conclusion, and if so, where it can be consulted by the consumer;
- how the consumer can check and, if desired, correct the data provided by them in the context of the agreement before concluding the agreement;
- any other languages in which the agreement may be concluded, in addition to Dutch;
- the codes of conduct to which the entrepreneur has submitted and how the consumer can consult these codes electronically; and
- the minimum duration of the distance agreement in the case of a continuous transaction.

Discount codes do not apply to special or custom orders.

Article 5 – The Agreement

The agreement, subject to the provisions in paragraph 4, is concluded at the moment the consumer accepts the offer and fulfills the conditions attached to it.

If the consumer has accepted the offer electronically, the entrepreneur shall immediately confirm receipt of the acceptance electronically. Until the entrepreneur has confirmed receipt of this acceptance, the consumer may dissolve the agreement.

If the agreement is concluded electronically, the entrepreneur shall take appropriate technical and organizational measures to secure the electronic transfer of data and ensure a safe web environment. If the consumer can pay electronically, the entrepreneur shall implement appropriate security measures for this purpose.

Within the limits of the law, the entrepreneur may check whether the consumer is able to meet their payment obligations, as well as any facts and factors relevant to responsibly entering into the distance agreement. If, based on this investigation, the entrepreneur has valid reasons not to enter into the agreement, they are entitled to refuse an order or request with justification or to attach specific conditions to the execution.

At the latest upon delivery of the product, service, or digital content to the consumer, the entrepreneur shall provide the following information in writing or in such a way that the consumer can store it in an accessible manner on a durable medium:

- a. The physical address of the entrepreneur's establishment where the consumer can submit complaints;
- b. The conditions under which and the manner in which the consumer may exercise the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
- c. Information about warranties and any existing post-purchase service;
- d. The price including all taxes of the product, service, or digital content; if applicable, the delivery costs; and the method of payment, delivery, or execution of the distance agreement;
- e. The requirements for terminating the agreement if the agreement has a duration of more than one year or is of indefinite duration;
- f. If the consumer has a right of withdrawal, the model withdrawal form.

In the case of a continuous transaction, the provisions in the previous paragraph apply only to the first delivery.

Article 6 – Right of Withdrawal

For Products:

1. The consumer may dissolve an agreement regarding the purchase of a product within a reflection period of at least 14 days without providing any reason. The entrepreneur may ask the consumer for the reason for withdrawal but cannot oblige them to provide one.

2. The reflection period referred to in paragraph 1 starts on the day after the consumer, or a third party designated in advance by the consumer who is not the carrier, has received the product.
3. If the consumer has ordered multiple products in the same order, the period starts on the day the consumer, or a third party designated by them, has received the last product. Provided the consumer has been clearly informed about this before the ordering process, the entrepreneur may refuse an order containing multiple products with different delivery times.
4. If delivery of a product consists of multiple shipments or components, the period starts on the day the consumer, or a third party designated by them, has received the last shipment or component.
5. For agreements for the regular supply of products over a certain period, the period starts on the day the consumer, or a third party designated by them, has received the first product.
6. We make a calculation based on the information provided by the customer. This calculation includes any cutting loss or waste during work. No rights can be derived from this calculation; it is only a service for customers. The actual calculation should always be discussed with the professional installing the tiles. Any leftover tiles cannot be returned due to variations in shade and batch.
7. If a product has a patented design, is handmade, and comes in non-standard colors such as Gunmetal, Rose Gold, Brass Gold, or Black, it cannot be returned. The seller is obliged to inform the customer about this on the product page and the customer service page with the statement: "Specially manufactured product or special order." For these products, exchanges are only possible in the case of manufacturing defects or damage during delivery.

Hygienically required bathroom products:

- Toilet seats: An unopened and uninstalled product must be accepted for return. In all other cases, the seller has the right to refuse the return.

Right of withdrawal for business customers:

- The right of withdrawal does not apply to business customers.

For the delivery of services:

In the case of the delivery of services, the consumer has the right to dissolve the agreement without giving any reason within a period of at least 14 days, starting from the day the agreement is concluded.

To exercise their right of withdrawal, the consumer must follow the reasonable and clear instructions provided by the entrepreneur at the time of the offer and/or at the latest upon delivery.

Article 7 – Obligations of the consumer during the reflection period

During the reflection period, the consumer must handle the product and its packaging with care. They may only unpack or use the product to the extent necessary to determine the nature, characteristics, and functioning of the product. The guiding principle is that the consumer may handle and inspect the product only as they would be allowed to do in a physical store.

The consumer is only liable for any diminished value of the product resulting from handling that exceeds what is permitted under the first paragraph.

The consumer is not liable for any diminished value of the product if the entrepreneur failed to provide all legally required information regarding the right of withdrawal before or at the time of concluding the agreement.

Article 8 – Exercise of the Right of Withdrawal by the Consumer and Associated Costs

If the consumer exercises their right of withdrawal, they must notify the entrepreneur within the reflection period by means of the model withdrawal form or in another unequivocal manner.

You have the right to cancel your order within 14 days of the shipping date without providing a reason, provided that the seal has not been broken. Once the seal is broken, your order is final and can no longer be returned. In that case, you will be credited with the full order amount including shipping costs. Only the costs of returning the product from your home to the webshop are at your own expense.

The consumer shall return the product with all delivered accessories, where reasonably possible in its original condition and packaging, and in accordance with the reasonable and clear instructions provided by the entrepreneur.

The risk and burden of proof for the correct and timely exercise of the right of withdrawal lies with the consumer.

The consumer bears the direct costs of returning the product. If the entrepreneur has not indicated that the consumer must bear these costs, or if the entrepreneur states that they will cover the costs themselves, the consumer is not required to pay for the return shipment.

If the consumer withdraws after explicitly requesting the commencement of the performance of a service or the delivery of gas, water, or electricity that is not made ready for sale in limited volume or quantity during the reflection period, the consumer owes the entrepreneur an amount proportional to that part of the obligation already performed by the entrepreneur at the time of withdrawal, compared to the full performance of the obligation.

The consumer bears no costs for the performance of services or the delivery of gas, water, or electricity that is not made ready for sale in a limited volume or quantity, or for the supply of district heating, if:

- the entrepreneur has not provided the consumer with the legally required information regarding the right of withdrawal, the reimbursement of costs upon withdrawal, or the model withdrawal form; or
- the consumer has not explicitly requested the commencement of the performance of the service or the delivery of gas, water, electricity, or district heating during the reflection period.

The consumer bears no costs for the full or partial delivery of digital content not supplied on a tangible medium if:

- they have not explicitly consented to the commencement of performance of the agreement before the end of the reflection period;
- they have not acknowledged that they thereby lose their right of withdrawal; or
- the entrepreneur has failed to confirm this statement of the consumer.

When the consumer exercises their right of withdrawal, all additional agreements are automatically terminated by operation of law.

Article 9 – Obligations of the Entrepreneur in Case of Withdrawal

If the entrepreneur allows the consumer to submit a withdrawal notice electronically, the entrepreneur shall immediately send a confirmation of receipt upon receiving this notice.

The entrepreneur shall reimburse all payments made by the consumer, including any delivery costs charged by the entrepreneur for the returned product, without undue delay but no later than 14 days from the day the consumer notifies the entrepreneur of the withdrawal. Unless the entrepreneur offers to collect the product themselves, they may wait to refund until they have received the product or the consumer has provided proof that the product has been returned, whichever occurs first.

The entrepreneur shall use the same payment method that the consumer used for the initial transaction, unless the consumer agrees to a different method. The reimbursement shall be free of charge for the consumer.

If the consumer has chosen a more expensive method of delivery than the least expensive standard delivery, the entrepreneur is not obliged to refund the additional costs of the more expensive delivery method.

Article 10 – Exclusion of the Right of Withdrawal

The entrepreneur may exclude the following products and services from the right of withdrawal, but only if this is clearly stated at the time of the offer, or at least in a timely manner before the conclusion of the agreement:

Products or services whose price is subject to fluctuations in the financial market over which the entrepreneur has no influence and which may occur within the withdrawal period.

Agreements concluded during a public auction. A public auction is defined as a sales method in which products, digital content, and/or services are offered by the entrepreneur to consumers who are personally present or given the opportunity to be personally present at the auction, under the supervision of an auctioneer, and where the successful bidder is obliged to purchase the products, digital content, and/or services.

Service agreements, after the full performance of the service, but only if:

the performance has begun with the consumer's express prior consent; and

the consumer has declared that they lose their right of withdrawal once the entrepreneur has fully performed the agreement.

Service agreements for the provision of accommodation, if a specific date or period of performance is specified in the agreement, and other than for residential purposes, goods transport, car rental services, and catering services.

Agreements related to leisure activities, if the agreement specifies a particular date or period for their performance;

Products manufactured according to the consumer's specifications, which are not prefabricated and are produced based on an individual choice or decision of the consumer, or which are clearly intended for a specific person;

Products that are perishable or have a limited shelf life;

Sealed products that are not suitable for return for reasons of health protection or hygiene, and whose seal has been broken after delivery;

Products that, after delivery, are irreversibly mixed with other products due to their nature;

Alcoholic beverages whose price was agreed upon at the time the agreement was concluded, but whose delivery can only take place after 30 days, and whose actual value depends on fluctuations in the market over which the entrepreneur has no control;

Sealed audio, video recordings, and computer software, whose seal has been broken after delivery;

Newspapers, magazines, or periodicals, except for subscriptions thereto;

The delivery of digital content not supplied on a tangible medium, but only if:

the performance has begun with the consumer's express prior consent; and

the consumer has declared that they thereby lose their right of withdrawal.

Article 11 – Price

During the validity period stated in the offer, the prices of the offered products and/or services will not be increased, except for price changes resulting from changes in VAT rates.(Only in The Netherlands)

Notwithstanding the previous paragraph, the entrepreneur may offer products or services whose prices are linked to fluctuations in the financial market, over which the entrepreneur has no control, at variable prices. This link to fluctuations and the fact that any listed prices are indicative prices will be stated in the offer.

Price increases within 3 months after the conclusion of the agreement are only permitted if they result from legal regulations or provisions.

Price increases from 3 months after the conclusion of the agreement are only permitted if the entrepreneur has agreed to this and:

- a. they are the result of legal regulations or provisions; or
- b. the consumer has the right to terminate the agreement as of the day the price increase takes effect.

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

Article 12 – Performance of the Agreement and Additional Warranty

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

Sanitear.nl is not liable for consequential damages. Our liability is limited to replacing defective items. The customer cannot invoke the warranty if the defect arises from incorrect and/or careless assembly, installation, use, and/or maintenance. Also, any modifications made to the product by the customer will void the warranty.

This means that we follow and apply the manufacturer's guidelines and conditions. For a detailed overview of these guidelines and conditions, we refer to the website of the respective manufacturer. If you experience a problem with a delivered product, Sanitear.nl will resolve it quickly and professionally.

Warranty conditions are determined by our suppliers. Your order includes a warranty certificate that clearly indicates which warranty conditions we apply. You can also find this on the website of the relevant supplier. If the item becomes defective due to improper use and/or any form of wear and tear, Sanitear.nl cannot provide a warranty.

Article 13 – Delivery and Performance

The entrepreneur will exercise the utmost care in receiving and executing orders for products and in assessing requests for the provision of services.

The place of delivery is the address that the consumer has provided to the entrepreneur.

Subject to the provisions in Article 4 of these general terms and conditions, the entrepreneur will execute accepted orders as quickly as possible but no later than within 30 days, unless another delivery period has been agreed. If delivery is delayed, or if an order cannot be delivered or can only be partially delivered, the consumer will be notified no later than 30 days after placing the order. In that case, the consumer has the right to dissolve the agreement without any costs.

After dissolution according to the previous paragraph, the entrepreneur will promptly refund the amount paid by the consumer.

The risk of damage and/or loss of products rests with the entrepreneur until the moment of delivery to the consumer or a representative designated and known to the entrepreneur, unless explicitly agreed otherwise. The consumer must always check upon delivery that the products are undamaged and complete.

Article 14 – Long-term Transactions: Duration, Termination, and Renewal

Termination:

The consumer may terminate an agreement concluded for an indefinite period, which involves the regular delivery of products (including electricity) or services, at any time, subject to the agreed termination rules and a notice period of no more than one month.

The consumer may terminate an agreement concluded for a fixed period, which involves the regular delivery of products (including electricity) or services, at any time at the end of the fixed period, subject to the agreed termination rules and a notice period of no more than one month.

The agreements mentioned in the previous paragraphs may be:

- terminated at any time and not limited to termination at a specific moment or period;
- terminated in at least the same manner in which they were entered into;
- terminated at any time with the same notice period as the entrepreneur has stipulated for themselves.

Renewal:

An agreement concluded for a fixed period, involving the regular delivery of products (including electricity) or services, may not be tacitly extended or renewed for a fixed term.

Notwithstanding the previous paragraph, an agreement concluded for a fixed period, involving the regular delivery of daily, news, and weekly newspapers and magazines, may be tacitly extended for a fixed term of no more than three months, provided that the consumer can terminate this extended agreement at the end of the extension with a notice period of no more than one month.

An agreement concluded for a fixed period, involving the regular delivery of products or services, may only be tacitly extended for an indefinite period if the consumer may terminate it at any time with a notice period of no more than one month. The notice

period is a maximum of three months if the agreement concerns the regular, but less than once per month, delivery of daily, news, and weekly newspapers and magazines.

A fixed-term agreement for the regular delivery of daily, news, and weekly newspapers and magazines for introductory purposes (trial or introductory subscription) will not be tacitly continued and will automatically end at the conclusion of the trial or introductory period.

Duration:

If an agreement has a duration of more than one year, the consumer may terminate the agreement at any time after one year with a notice period of no more than one month, unless reasonableness and fairness oppose termination before the end of the agreed period.

Article 15 – Payment

Unless otherwise specified in the agreement or additional terms, the amounts owed by the consumer must be paid within 14 days after the start of the reflection period, or, if no reflection period applies, within 14 days after the conclusion of the agreement. In the case of an agreement for the provision of a service, this period begins on the day after the consumer has received confirmation of the agreement.

For the sale of products to consumers, the consumer may never be required in general terms and conditions to pay more than 50% in advance. If advance payment is required, the consumer cannot assert any rights regarding the execution of the respective order or service(s) until the agreed advance payment has been made.

The consumer is obliged to immediately inform the entrepreneur of any inaccuracies in the provided or stated payment details.

If the consumer fails to meet their payment obligations on time, and after being notified by the entrepreneur of the late payment and granted a 14-day period to fulfill their obligations, the consumer will owe statutory interest on the outstanding amount if payment is not made within this 14-day period. Furthermore, the entrepreneur is entitled to charge the extrajudicial collection costs incurred. 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 following €5,000, with a minimum of €40. The entrepreneur may, in favor of the consumer, deviate from the stated amounts and percentages.

Article 17 – Disputes

Dutch law exclusively applies to agreements between the entrepreneur and the consumer to which these general terms and conditions relate, even if the consumer resides abroad.

The United Nations Convention on Contracts for the International Sale of Goods (CISG / Vienna Sales Convention) does not apply.

Article 18 – Additional or Deviating Provisions

Additional provisions or provisions deviating 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 manner that they can be stored by the consumer in an accessible way on a durable data carrier.