

Terms and conditions wtw-filtershop.nl

General Conditions Stichting Webshop Keurmerk This terms and conditions of Stichting Webshop keurmerk are developed in consultation with the consumers 'Association and NTO self-regulation within the framework of the coordination group (CZ) of the economic and Social Council and act for the Foundation Webshop Quality mark in operation by July 1, 2012.

These terms and conditions will be used by all members of the Stichting Webshop keurmerk except financial services referred to in the financial supervision and as far as these services under the control of the Netherlands Authority for the financial Markets.

Article 1- Definitions

Article 2- The entrepreneur's identity

Article 3 – Scope of application

Article 4- The offer

Article 5- The contract

Article 6 –Right of withdrawal

Article 7- Costs of withdrawal

Article 8- Exclusion of the right of withdrawal

Article 9- The price

Article 10-Ccompliance and warranty

Article 11-Delivery and execution

Article 12-Duration transactions duration, cancellation and renewal

Article 13-Payment

Article 14-Complaints procedure

Article 15-Disputes

Article 16-Industry guaranteed

Article 17-Additional or different terms

Article 18-Amendments to the general terms and conditions

Stichting Webshop Keurmerk

Article 1-definitions

In these conditions, the following definitions shall apply:

Grace period: the period during which the consumer can make use of his right of withdrawal:

Consumer: a natural person not acting in the course of a profession or business and a

distance contract with the entrepreneur;

Day: calendar day;

Duration transaction: a distance contract in connection with a series of products and/or services, whose supply and/or purchase obligation in time is spread;

Durable data storage: any means that allows the consumer or business owner information that is addressed to him personally, store in a way that future consultation and unaltered reproduction of the information stored;

Right of withdrawal: the possibility for the consumer to within the cooling-off period opt out of the contract;

Entrepreneur: the natural or legal person who is a member of the Webshop keurmerk and products and/or services at a distance to consumers;

Distance contract: means a contract in which within the framework of a organized by the entrepreneur system for distance selling of products and/or services, to the conclusion of the agreement exclusive use of one or more means of distance communication;

Means of distance communication: means that can be used to conclude a contract, without the consumer and entrepreneur in the same room have met.

Article 2- The entrepreneur's identity

Name entrepreneur: Zorg voor eigen huis under the name wtw-filtershop.nl.

Business Address Office Address; Munt 1 C – 8446 AE Heerenveen.

Telephone number (s) on which the entrepreneur can be reached by phone: 0513-64 83 64

– Monday to Friday from 8.30 – 17.00 hours.

Email address: info@zveh.nl.

Chamber of Commerce number: 01150834 VAT identification number: NL024729656B03.

If the activity of the entrepreneur is subject to a relevant authorisation scheme: the data on the supervisory authority: If the entrepreneur a regulated profession:

- -the professional association or organisation in which it is connected;
- -the professional title, the place in the EU or the European economic area where this is granted;
- -a reference to the professional rules applicable in Netherlands and directions where and how this professional rules are accessible.

Article 3-scope of application

- 1. These general conditions apply to all offers of the entrepreneur and on every distance contract that is between the entrepreneur and the consumer.
- 2. Before the distance contract is concluded, the text of these terms and conditions will be made available to the consumer. If this is not reasonably possible, will before the distance contract is concluded, indicated that the General conditions at the

- entrepreneur and, at the request of the consumer as quickly as possible be sent free of charge.
- 3. If the distance contract is concluded electronically, then by way of derogation from the previous paragraph, and before the distance contract is concluded, the text of these general conditions to the consumer electronically available in such a way that the consumer can easily stored on a durable medium. If this is not reasonably possible, will before the distance contract is concluded, be indicated where the General conditions by electronic means can be heard and that they are at the consumer's request, by electronic means or otherwise will be sent free of charge.
- 4. In addition to these general conditions specific product or service conditions apply, the second and third paragraphs shall apply mutatis mutandis and the consumer in the event of conflicting general terms and conditions rely on the applicable provision that is most favorable to him.

Article 4-the offer

- 1. If an offer is subject to a limited duration or subject to conditions, this will be explicitly stated in the offer.
- 2. The offer includes a complete and accurate description of the products and/or services. The description is sufficiently detailed to a proper assessment of the offer by the consumer as possible. If the entrepreneur uses images, these are a true reflection of the products and/or services. Obvious mistakes or obvious errors in the offer shall be binding on the entrepreneur.
- 3. Every offer will contain such information that clear to the consumer what rights and obligations are involved in accepting the offer. This concerns in particular:
 - the price including taxes;
 - any costs of delivery;
 - the way in which the contract shall be concluded and which actions this will require;
 - whether or not application of the right of withdrawal;
 - the method of payment, delivery or performance of the contract;
 - the deadline for accepting the offer, or the period for adhering to the price;
 - the level of the rate for distance communication, if the cost of using the means of distance communication are calculated on a basis other than the basic fee for;
 - whether the agreement is filed subsequent to its conclusion, and if so how the consumer to consult it;
 - the way in which the consumer, for the conclusion of the agreement, the information provided under the agreement can rectify these;
 - the languages in which, in addition to the Dutch, the contract can be concluded;

- the conduct to which the entrepreneur has subject and the way in which the consumer can consult by electronic means; and
- the minimum duration of the contract in case of an long term transaction.

Article 5-the contract

- 1. The agreement is subject to the provisions of paragraph 4, at the time the consumer accepts the offer and comply with the corresponding conditions.
- 2. If the consumer has accepted the offer electronically, the trader will immediately confirm receipt of the electronic acceptance of the offer. Until receipt of this acceptance has not been confirmed, the consumer may rescind the contract.
- 3. If the contract is concluded electronically, the trader will take appropriate technical and organizational measures to secure the electronic transfer of data and will ensure a secure Web environment. If the consumer can pay electronically, the trader will appropriate security measures.
- 4. The economic operator may-within statutory frameworks-about the consumer's ability to fulfill his payment obligations, as well as all facts and factors that are important for a responsible conclusion of the distance contract. If the entrepreneur on the basis of this research has good reasons not to go to the agreement, he is entitled to refuse an order or request or motivated to implement special conditions.
- 5. The entrepreneur will at the product or service to the consumer the following information, in writing or in such a way that the consumer can store it on an accessible durable medium:
 - 1. the visiting address of the trader's business where the consumer can lodge complaints;
 - 2. the conditions under which and how the consumer can make use of the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal:
 - 3. the information on existing after-sales service and guarantees;
 - 4. in article 4, paragraph 3 of these terms and conditions, unless the trader has already provided the consumer with this data before the implementation of the contract;
 - 5. the requirements for terminating the contract if the contract has a duration of more than one year or is indefinite.
 - 6. In case of an long term transaction, the stipulation in the previous paragraph applies only to the first delivery.
 - 7. ARTICLE 6 RIGHT OF WITHDRAWAL

When delivering products:

1. When purchasing products, the consumer has the option of dissolving the contract for 14 days without giving any reason. This cooling-off period starts

on the day following receipt of the product by the consumer or a representative designated in advance by the consumer and announced to the entrepreneur.

2. During the cooling-off period, the consumer will handle the product and the packaging with care. He will only unpack or use the product to the extent necessary to assess whether he wishes to keep the product. If he exercises his right of withdrawal, he will return the product with all accessories supplied and - if reasonably possible - in the original condition and packaging to the entrepreneur, in accordance with the reasonable and clear instructions provided by the entrepreneur.

Upon delivery of services:

- 3. Upon delivery of services, the consumer has the option to dissolve the agreement without giving any reason for at least fourteen days, starting on the day of entering into the agreement.
- 4. In order to make use of his right of withdrawal, the consumer must comply with the reasonable and clear instructions provided by the entrepreneur with the offer and / or at the latest upon delivery.

ARTICLE 7 - COSTS IN THE EVENT OF WITHDRAWAL

The entrepreneur will reimburse all payments made by the consumer, including any delivery costs charged by the entrepreneur for the returned product, without delay but within 14 days following the day on which the consumer notifies him of the cancellation. Unless the entrepreneur offers to collect the product himself, he may wait to refund until he has received the product or until the consumer demonstrates that he has sent back the product, whichever is the earlier. The entrepreneur uses the same payment method that the consumer used for reimbursement, unless the consumer agrees to a different method. The reimbursement is free of charge for the consumer. "

ARTICLE 8 - EXCLUSION RIGHT OF WITHDRAWAL

- 1. The entrepreneur can exclude the consumer's right of withdrawal to the extent provided for in paragraphs 2 and 3. The exclusion of the right of withdrawal only applies if the entrepreneur has clearly stated this in the offer, at least in time for the conclusion of the agreement.
- 2. Exclusion of the right of withdrawal is only possible for products:
- a. that have been established by the entrepreneur in accordance with specifications of the

consumer;

b. that are clearly personal in nature;

- c. that cannot be returned due to their nature;
- d. that can spoil or age quickly;
- e. whose price depends on fluctuations in the financial market over which the entrepreneur has no influence;
- f. for individual newspapers and magazines;
- g. for audio and video recordings and computer software of which the consumer has broken the seal.
- 3. Exclusion of the right of withdrawal is only possible for services: concerning accommodation, transport, restaurant business or leisure activities to be carried out on a certain date or during a certain period;
- b. whose delivery has begun with the express consent of the consumer before the cooling-off period has expired;
- c. concerning bets and lotteries.

ARTICLE 9 - THE PRICE

- 1. During the validity period stated in the offer, the prices of the products and / or services offered are not increased, subject to price changes as a result of changes in VAT rates.
- 2. Contrary to the previous paragraph, the entrepreneur can offer products or services with variable prices that are subject to fluctuations in the financial market and over which the entrepreneur has no influence. This link to fluctuations and the fact that any stated prices are target prices are stated in the offer.
- 3. Price increases within 3 months after the conclusion of the agreement are only permitted if they are the result of statutory regulations or provisions.
- 4. Price increases from 3 months after the conclusion of the agreement are only permitted if the entrepreneur has stipulated this and:
- a. they are the result of statutory regulations or provisions; or
- b. the consumer has the authority to cancel the agreement with effect from the day on which the price increase takes effect.
- 5. The prices stated in the range of products or services include VAT.

ARTICLE 10 - CONFORMITY AND WARRANTY

- 1. The entrepreneur guarantees that the products and / or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of reliability and / or usability and the legal provisions existing on the date of the conclusion of the agreement provisions and / or government regulations. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.
- 2. A guarantee provided by the entrepreneur, manufacturer or importer does

not affect the legal rights and claims that the consumer can assert against the entrepreneur under the agreement.

ARTICLE 11 - DELIVERY AND IMPLEMENTATION

- 1. The trader will take the greatest possible care when receiving and implementing orders for products and when assessing requests for the provision of services.
- 2. The place of delivery is the address that the consumer has made known to the company.
- 3. Taking into account that which is stated in article 4 of these general terms and conditions, the company will execute accepted orders with due speed, though at the latest within 30 days, unless a longer delivery period has been agreed. If the delivery is delayed, or if an order cannot or only partially be executed, the consumer will be notified of this no later than 30 days after he has placed the order. In that case, the consumer has the right to terminate the contract without costs and is entitled to any compensation.
- 4. In the event of termination in accordance with the previous paragraph, the trader will refund the amount paid by the consumer as soon as possible, but no later than 30 days after termination.
- 5. If delivery of an ordered product appears to be impossible, the entrepreneur will endeavor to make a replacement item available. At the latest at the time of delivery, it will be stated in a clear and comprehensible manner that a replacement item will be delivered. For replacement items right of withdrawal can not be excluded. The costs of a possible return shipment are at the expense of the entrepreneur.
- 6. 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 in advance and made known to the entrepreneur, unless explicitly agreed otherwise.

ARTICLE 12 - DURATION OF EXPANSION DURATION, TERMINATION AND EXTENSION

Cancellation

- 1. The consumer can at all times cancel an agreement that has been entered into for an indefinite period and that extends to the regular delivery of products (including electricity) or services with due observance of the agreed termination rules and a cancellation period of one month at most.
- 2. The consumer can at all times terminate an agreement that has been entered into for a definite period and that extends to the regular delivery of products (including electricity) or services with due observance of the agreed

termination rules and a cancellation period of one month at most.

- 3. The consumer can the agreements mentioned in the previous paragraphs:
- cancel at any time and are not limited to cancellation at a specific time or during a specific period;
- cancel at least in the same way as they are entered into by him;
- always cancel with the same cancellation period as the entrepreneur has stipulated for himself.

Extension

- 4. An agreement that has been entered into for a definite period of time and that extends to the arranged delivery of products (including electricity) or services, may not be tacitly extended or renewed for a specific duration.
- 5. Contrary to the previous paragraph, a contract that has been entered into for a definite period of time and that extends to the regular delivery of daily, weekly and weekly newspapers and magazines may be tacitly renewed for a specific duration of a maximum of three months, if the consumer extended this can terminate the agreement by the end of the extension with a notice period of at most one month.
- 6. An agreement that has been entered into for a fixed period and that extends to the regular delivery of products or services may only be tacitly renewed for an indefinite period if the consumer may cancel at any time with a notice period of at most one month and a notice period of a maximum of three months if the agreement extends to the regular, but less than once a month, delivery of daily, news and weekly newspapers and magazines.
- 7. Agreements with a limited duration for the regular introduction of daily newspapers, news and weekly newspapers and magazines (trial or introductory subscription) will not be tacitly continued and will end automatically after the trial or introductory period.

Expensive

8. If an agreement has a duration of more than one year, the consumer may cancel the agreement at any time after one year with a cancellation period of at most one month, unless reasonableness and fairness are against cancellation before the end of the agreed duration. resist.

ARTICLE 13 - PAYMENT

1. Unless otherwise agreed, the amounts owed by the consumer must be paid within 14 days after the commencement of the reflection period as referred to in Article 6 paragraph 1. In the case of an agreement to provide a service, this period commences after the consumer has received the confirmation of the agreement.

- 2. When selling products to consumers, general terms and conditions may never stipulate an advance payment of more than 50%. When an advance payment is stipulated, the consumer cannot assert any rights regarding the execution of the relevant order or service (s), before the advance payment has been made.
- 3. The consumer has the duty to immediately report inaccuracies in payment data provided or specified to the entrepreneur.
- 4. In the event of non-payment by the consumer, the entrepreneur has the right, subject to legal restrictions, to charge the consumer reasonable costs that have been made known to the consumer in advance.

ARTICLE 14 - Complaints

The entrepreneur has a well-publicized complaints and deals with complaints under this procedure.

Complaints about the implementation of the agreement must be submitted fully and clearly described to the entrepreneur within a reasonable time after the consumer has found the defects.

Complaints submitted to the entrepreneur will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the entrepreneur will respond within a period of 14 days with a message of receipt and an indication when the consumer can expect a more detailed answer.

A complaint about a product, service or service of the entrepreneur can also be submitted via a complaint form on the consumer page of the website of Stichting Webshop Keurmerk

(https://www.keurmerk.info/nl/consumenten/klacht/) The complaint is then sent to both the relevant entrepreneur and Stichting Webshop Keurmerk. Webshop Keurmerk will not handle a dispute or cease treatment if the entrepreneur has been granted a moratorium, if it has become bankrupt or has actually terminated its business activities or the webshop has been suspended or expelled by Webshop Keurmerk.

A dispute will only be processed by Webshop Keurmerk if the consumer has first submitted his complaint to the entrepreneur within a reasonable time. Twelve months after the dispute arises, the dispute must be submitted in writing to Webshop Keurmerk.

It is also possible to report complaints via the European ODR platform (https://ec.europa.eu/consumers/odr/main/index.cfm? event=main.home.chooseLanguage)

ARTICLE 15 - DISPUTES

- 1. Dutch law applies exclusively to agreements between the entrepreneur and the consumer to which these general terms and conditions apply.
- 2. Disputes between the consumer and the trader about the formation or implementation of agreements with regard to products and services to be supplied or supplied by this trader can, subject to the provisions below, both the consumer and the entrepreneur are submitted to the Webshop Disputes Committee, Postbus 90600, 2509 LP in The Hague (www.sgc.nl).
- 3. A dispute will only be processed by the Disputes Committee if the consumer has first submitted his complaint to the entrepreneur within a reasonable period of time.
- 4. No later than three months after the dispute has arisen, the dispute must be submitted in writing to the Disputes Committee.
- 5. If the consumer wants to submit a dispute to the Disputes Committee, the entrepreneur is bound by this choice. If the trader wants to do so, the consumer must, within five weeks of a written request thereto by the trader, have to pronounce in writing whether he also wishes to do so or wants the dispute dealt with by the competent court. If the entrepreneur does not hear of the consumer's choice within the five-week period, the entrepreneur is entitled to submit the dispute to the competent court.
- 6. The Disputes Committee rules on the conditions as laid down in the regulations of the Disputes Committee. The decisions of the Disputes Committee are made by means of binding advice.
- 7. The Disputes Committee will not deal with a dispute or cease the treatment if the entrepreneur has been granted a moratorium, has become bankrupt or has actually terminated his business activities, before a dispute has been dealt with by the committee at the hearing and a final judgment has been given.
- 8. If, in addition to the Dispute Committee Webshop, another recognized or affiliated with the Foundation for Disputes Committees for Consumer Affairs (SGC) or the Complaints Institute for Financial Services (Kifid), the Disputes Webshop for Excluded. For all other disputes, the other accredited disputes committee affiliated with SGC or Kifid.

ARTICLE 16 - BRANCH WARRANTY

1. The Stichting Webshop Keurmerk guarantees the compliance of the binding advice of the Webshop Disputes Committee by its members, unless the member decides to submit the binding advice to the court for review within two months of being sent. This guarantee is revived if the binding advice has been maintained after the court has reviewed it and the judgment from which this emerges has become final. Up to a maximum of € 10,000 per binding recommendation, this amount is paid to the consumer by Stichting Webshop

Keurmerk. For amounts greater than € 10,000 per binding recommendation, € 10,000 will be paid. The Webshop Seal of Approval Foundation has a best efforts obligation to ensure that the member complies with the binding advice.

2. Application of this guarantee requires that the consumer makes a written appeal to the Stichting Webshop Keurmerk and that he transfers his claim against the entrepreneur to the Stichting Webshop Keurmerk. If the claim on the entrepreneur amounts to more than \in 10,000, the consumer is offered to transfer his claim insofar as it exceeds the amount of \in 10,000 to the Stichting Webshop Keurmerk, after which this organization will pay the payment for this will require payment to the consumer.

ARTICLE 17 - ADDITIONAL OR DIFFERENT PROVISIONS

Additional or deviating provisions 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 they can be stored in an accessible manner on a durable medium.

ARTICLE 18 - MODIFICATION OF THE GENERAL CONDITIONS OF WEBSHOP TYPE OF MARKING

- 1. Stichting Webshop Keurmerk will not change these general terms and conditions unless in consultation with the Consumers' Association.
- 2. Changes to these terms and conditions are only effective after they have been published in the appropriate manner, on the understanding that in the event of applicable changes during the term of an offer, the provision that is most favorable to the consumer will prevail.

Address Webshop Hallmark Foundation: Willemsparkweg 193, 1071 HA Amsterdam

Last update July 1, 2012