

- Terms and conditions Promo Orange -

P R O M O

*Orange*



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**Article 1 - Definitions**

In these conditions:

1. **Additional agreement:** an agreement whereby the consumer acquires products, digital content and / or services in connection with a distance contract and these goods, digital content and / or services are provided by the entrepreneur or by a third party on the basis of an appointment between the third party and the entrepreneur;
2. **Reflection period:** the period within which the consumer can make use of his right of withdrawal;
3. **Consumer:** the natural person who does not act for purposes related to his trade, business, craft or professional activity;
4. **Day:** calendar day;
5. **Digital content:** data produced and delivered in digital form;
6. **Term Agreement:** an agreement that extends to the regular delivery of goods, services and / or digital content during a certain period;
7. **Durable medium:** every tool - including e-mail - that enables the consumer or trader to store information that is addressed to him in person in a way that future consultation or use during a period that is geared to the purpose for which the information is intended, and which allows unaltered reproduction of the stored information;
8. **Right of withdrawal:** the possibility for the consumer to refrain from the distance contract within the 14-day period;
9. **Entrepreneur:** the natural or legal person that offers products, (access to) digital content and / or services to consumers at a distance;
10. **Distance contract:** 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 up to and including the conclusion of the agreement exclusively or use is made of one or more techniques for remote communication;
11. **Model form for withdrawal:** the European model form for withdrawal included in Appendix I of these conditions. Annex I does not have to be made available if the consumer has no right of withdrawal in respect of his order;
12. **Technology for distance communication:** means that can be used for concluding an agreement, without the consumer and entrepreneur having to be in the same room at the same time.

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

Name of the entrepreneur: ACW Broere Holding B.V., acting under the name Promo Orange

Business address: Dorsvlegel 22, 4822 AR, Breda

Telephone number: +31(0)620105457 (Monday to Friday from 08:00 AM to 05:00 PM)

E-mail address: [info@promo-orange.com](mailto:info@promo-orange.com)

Chamber of Commerce number: 20101860

VAT identification number: NL809748022B01

If the activity of the entrepreneur is subject to a relevant licensing system: the data on the supervisory authority.

If the entrepreneur has a regulated profession:

- the professional association or organization to which he is affiliated;
- the professional title, the place in the EU or the European Economic Area where it is awarded;
- a reference to the professional rules that apply in the Netherlands and instructions on where and how these professional rules are accessible.

## **Article 3 – Applicability**

1. These general terms and conditions apply to every offer made by the entrepreneur and to every distance contract that has been established between the entrepreneur and the consumer.
2. Before the distance contract is concluded, the text of these general terms and conditions will be made available to the consumer. If this is not reasonably possible, the entrepreneur before the distance contract is concluded, indicate how the general terms and conditions at the entrepreneur to see and that at the request of the consumer as soon as possible to be sent free of charge.
3. If the distance contract is concluded electronically, by way of derogation from the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions can be made available to the consumer electronically in such a way that the consumers can be easily stored on a durable medium. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general conditions can be observed electronically and that they will be sent free of charge at the request of the consumer by electronic means or otherwise.
4. In the event that specific product or service conditions apply in addition to these general terms and conditions, the second and third paragraphs shall apply mutatis mutandis and the consumer may in the event of conflicting conditions always invoke the applicable provision that is most favourable.

## **Article 4 - Product range**

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 offered products, digital content and / or services. 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 offered products, services and / or digital content. Obvious mistakes or obvious errors in the offer do not bind the entrepreneur.
3. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to the acceptance of the offer.

## **Article 5 - The contract**

1. Subject to the provisions of paragraph 4, the agreement is concluded at the moment of acceptance by the consumer of the offer and the fulfilment of the corresponding conditions.
2. If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm electronically the receipt of the acceptance of the offer. As long as the receipt of this acceptance is not confirmed by the entrepreneur, the consumer can terminate the agreement.
3. If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to secure the electronic transfer of data and he will ensure a secure web environment. If the consumer can pay electronically, the entrepreneur will observe appropriate security measures.
4. The entrepreneur can within statutory frameworks - inform whether the consumer can meet his payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the distance contract. If the entrepreneur on the basis of this investigation has good reasons not to enter into the agreement, he is entitled to refuse an order or request motivated or to attach special conditions to the execution.
5. At the latest upon delivery of the product, the service or digital content, the entrepreneur shall send the following information in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable medium:
  - a) the visiting address of the establishment of the entrepreneur where the consumer can go with complaints;
  - b) the conditions under which and the manner in which the consumer can exercise the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
  - c) the information about guarantees and existing service after purchase;
  - d) the price including all taxes of the product, service or digital content; insofar as applicable the costs of delivery; and the method of payment, delivery or execution of the distance contract;
  - 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 form for withdrawal.
6. In the case of an extended transaction, the provision in the previous paragraph only applies to the first delivery.

## **Article 6 - Right of withdrawal**

### *With products:*

1. The consumer can terminate an agreement regarding the purchase of a product during a reflection period of at least 14 days without giving any reason. The trader may ask the consumer about the reason for withdrawal, but not to oblige him to state his reason (s).
2. The reflection period referred to in paragraph 1 starts on the day after the consumer, or a third party designated by the consumer in advance, who is not the carrier, has received the product, or:
  - a) if the consumer ordered several products in the same order: the day on which the consumer, or a third party designated by him, received the last product. The entrepreneur may, provided he has informed the consumer in a clear manner prior to the ordering process, refuse an order of several 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 contracts for regular delivery of products during a certain period: the day on which the consumer, or a third party designated by him, has received the first product.

*For services and digital content that is not delivered on a tangible medium:*

1. The consumer can dissolve a service contract and an agreement for the supply of digital content that has not been delivered on a tangible medium for at least 14 days without giving any reason. The trader may ask the consumer about the reason for withdrawal, but not to oblige him to state his reason (s).
2. The reflection period referred to in paragraph 3 starts on the day following the conclusion of the agreement.

*Extended 14-day period for products, services and digital content that has not been delivered on a tangible medium when not informing about the right of withdrawal:*

1. If the entrepreneur has not provided the consumer with the legally required information about the right of withdrawal or the model form for withdrawal, the 14-day period will expire twelve months after the end of the original reflection period determined in accordance with the previous paragraphs of this article.
2. If the trader has provided the consumer with the information referred to in the previous paragraph within twelve months after the commencement date of the original period of reflection, the period will expire 14 days after the day on which the consumer has received this information.

#### **Article 7 - Obligations of the consumer during the 14-days period**

1. During the reflection period, the consumer will handle the product and packaging carefully. He will only unpack or use the product to the extent necessary to determine the nature, characteristics and operation of the product. The basic principle here is that the consumer may only handle and inspect the product as he would be allowed to do in a store.
2. The consumer is only liable for the value reduction of the product that is the result of a way of handling the product that goes further than allowed in paragraph 1.
3. The consumer is not liable for the value reduction of the product if the entrepreneur has not provided him with all legally required information about the right of withdrawal prior to or at the conclusion of the agreement.

#### **Article 8 - The right of withdrawal by the consumer and costs**

1. If the consumer makes use of his right of withdrawal, he shall notify the entrepreneur within the 14-day period by means of the model withdrawal form or in an unequivocal manner.
2. As quickly as possible, but within 14 days from the day following the notification referred to in paragraph 1, the consumer shall return the product, or hand it over to (an authorized representative of) the entrepreneur. This is not necessary if the entrepreneur has offered to collect the product himself. In any case, the consumer has complied with the return period if he returns the product before the 14-day period has expired.
3. The consumer shall return the product with all delivered accessories, if reasonably possible in the original state and packaging, and in accordance with the reasonable and clear instructions provided by the entrepreneur.
4. The risk and the burden of proof for the correct and timely exercise of the right of withdrawal lies with the consumer.
5. The consumer bears the direct costs of returning the product. If the entrepreneur has not reported that the consumer must bear these costs or if the entrepreneur indicates to bear the costs himself, the consumer does not have to bear the costs for return.
6. If the consumer rescinds after having first explicitly requested that the provision of the service or the supply of gas, water or electricity that are not made ready for sale start in a limited volume or quantity during the 14-day period, the consumer is the the entrepreneur owes an amount that is proportional to that part of the obligation that the entrepreneur has fulfilled at the time of revocation, compared with the full fulfilment of the obligation.
7. The consumer shall bear no costs for the execution of services or the supply of water, gas or electricity, which have not been made ready for sale in a limited volume or quantity, or for the supply of district heating, if:
  - a) the entrepreneur has not provided the consumer with the legally required information about the right of withdrawal, the cost reimbursement upon revocation or the model form for withdrawal, or;
  - b) the consumer has not expressly requested the commencement of the execution of the service or delivery of gas, water, electricity or district heating during the 14-day period.

8. The consumer shall bear no costs for the full or partial delivery of digital content not supplied on a tangible medium if:
  - a) it has not explicitly agreed to the commencement of the agreement prior to the delivery before the end of the 14-day period;
  - b) he has not acknowledged to lose his right of withdrawal when giving his consent; or
  - c) the entrepreneur has failed to confirm this statement from the consumer.
9. If the consumer exercises his right of withdrawal, all supplementary agreements will be dissolved by operation of law.

#### **Article 9 - Obligations of the entrepreneur in the event of withdrawal**

1. If the entrepreneur makes the notification of withdrawal by the consumer electronically possible, he will send an acknowledgment of receipt immediately after receipt of this notification.
2. The trader will reimburse all payments from the consumer, including any delivery costs charged by the trader for the returned product, immediately but within 14 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 to pay back until he has received the product or until the consumer demonstrates that he has returned the product, whichever comes first.
3. The entrepreneur uses the same payment method that the consumer has used for reimbursement, unless the consumer agrees to another method. The reimbursement is free of charge for the consumer.
4. If the consumer has opted for a more expensive method of delivery than the cheapest standard delivery, the entrepreneur does not have to reimburse the additional costs for the more expensive method.

#### **Article 10 - Exclusion of right of withdrawal**

The entrepreneur can exclude the following products and services from the right of withdrawal, but only if the entrepreneur has clearly stated this in the offer, at least in time for the conclusion of the agreement:

1. Products or services whose price is subject to fluctuations on the financial market on which the entrepreneur has no influence and which may occur within the withdrawal period;
2. Agreements concluded during a public auction. A public auction is understood to mean a sales method in which products, digital content and / or services are offered by the entrepreneur to the consumer who is personally present or is given the opportunity to be present personally at the auction, under the direction of an auctioneer, and in which the successful bidder is obliged to purchase the products, digital content and / or services;
3. Service contracts, after full execution of the service, but only if:
  - a) the execution has begun with the express prior consent of the consumer; and
  - b) the consumer has declared that he will lose his right of withdrawal as soon as the entrepreneur has fully executed the agreement;
4. Package travel as referred to in Section 7: 500 Dutch Civil Code and passenger transport agreements;
5. Service agreements for the provision of accommodation, if a specific date or period of execution is provided for in the agreement and other than for residential purposes, freight transport, car rental services and catering;
6. Agreements with regard to leisure activities, if a certain date or period of execution is provided for in the agreement;
7. Products manufactured according to the consumer's specifications, which are not prefabricated and which are manufactured on the basis of an individual choice or decision of the consumer or which are clearly intended for a specific person;
8. Products that spoil quickly or have a limited shelf life;
9. Sealed products that for reasons of health protection or hygiene are not suitable to be returned and of which the seal has been broken after delivery;
10. Products which by their nature are irrevocably mixed with other products after delivery;
11. Alcoholic drinks of which the price has been agreed upon at the conclusion of the agreement, but the delivery of which can only take place after 30 days, and the actual value of which depends on fluctuations of the market on which the entrepreneur has no influence;
12. Sealed audio, video recordings and computer software, the seal of which has been broken after delivery;
13. Newspapers, magazines or magazines, with the exception of subscriptions to this;

14. The supply of digital content other than on a tangible medium, but only if:
  - a) the execution has begun with the express prior consent of the consumer; and
  - b) the consumer has stated that he thereby loses his right of withdrawal.

#### **Article 11 - The price**

1. During the period mentioned in the offer, the prices of the offered products and / or services will not be increased, except for price changes due to changes in VAT rates.
2. Contrary to the previous paragraph, the entrepreneur can offer products or services whose prices are subject to fluctuations in the financial market and where the entrepreneur has no influence, with variable prices. This link to fluctuations and the fact that any mentioned prices are target prices are stated in the offer.
3. Price increases within 3 months after the conclusion of the contract are only permitted 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 this and:
  - a) they are the result of statutory regulations or stipulations; 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 mentioned in the offer of products or services include VAT.

#### **Article 12 - Compliance agreement and additional warranty**

1. The entrepreneur warrants that the products and / or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of soundness and / or usability and the legal rights 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. An additional guarantee provided by the entrepreneur, its supplier, manufacturer or importer never limits the legal rights and claims that the consumer can enforce against the entrepreneur under the contract if the entrepreneur has failed to fulfil his part of the contract. agreement.
3. An additional guarantee is understood to mean every obligation of the entrepreneur, its supplier, importer or producer in which it assigns to the consumer certain rights or claims that go beyond what is legally required in the event that he has failed to fulfil his part of the contract. the agreement.

### **Article 13 - Delivery and execution**

1. The trader will take the greatest possible care when receiving and implementing orders for products and when 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. With due observance of what is stated in article 4 of these general terms and conditions, the entrepreneur will execute accepted orders expeditiously but no later than 30 days, unless another delivery period has been agreed. If the delivery is delayed, or if an order can not or only partially be executed, the consumer will receive notification no later than 30 days after he has placed the order. In that case, the consumer has the right to terminate the contract without penalty and the right to compensation.
4. After dissolution in accordance with the previous paragraph, the entrepreneur will immediately repay the amount that the consumer has paid.
5. The risk of damage and / or loss of products rests with the entrepreneur until the moment of delivery to the consumer or a pre-designated and the entrepreneur announced representative, unless explicitly agreed otherwise.

### **Article 14 - Duration transactions: duration, cancellation and extension**

#### *Cancellation:*

1. The consumer can terminate an agreement that has been concluded for an indefinite period and which extends to the regular delivery of products (including electricity) or services, at any time with due observance of the agreed cancellation rules and a notice period of no more than one month.
2. The consumer can cancel a contract that has been concluded for a definite period and which extends to the regular delivery of products (including electricity) or services, at any time by the end of the stipulated term, with due observance of the agreed cancellation rules and a notice period. up to one month.
3. The consumer may conclude the agreements referred to in the previous paragraphs:
  - cancel at any time and not be limited to termination at a specific time or during a certain period;
  - at least cancel in the same way as they have entered into by him;
  - always cancel with the same notice period as the entrepreneur has stipulated for himself.

#### *Extension:*

1. A contract that has been entered into for a definite period and that extends to the regular delivery of products (including electricity) or services may not be tacitly renewed or renewed for a fixed term.
2. Notwithstanding the previous paragraph, a contract that has been entered into for a definite period and which extends to the regular delivery of daily news- and weekly newspapers and magazines may be tacitly renewed for a fixed term of a maximum of three months, if the consumer has renewed this extension. agreement by the end of the extension can terminate with a notice period of no more than one month.
3. A contract that has been entered into for a definite 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 no more than one month. The notice period is a maximum of three months in case the agreement extends to the regular, but less than once a month, delivery of daily, news and weekly newspapers and magazines.
4. An agreement with limited duration to the regular delivery of daily, news and weekly newspapers and magazines (trial or introductory subscription) is not tacitly continued and ends automatically after the trial or introductory period.

*Expensive:*

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

#### **Article 15 – Payment**

1. Unless otherwise stipulated in the agreement or additional conditions, the amounts due by the consumer must be paid within 14 days after the commencement date, or in the absence of a cooling off period within 14 days after the close of the contract. agreement. In case of an agreement to provide a service, this period starts on the day after the consumer has received the confirmation of the agreement.
2. When selling products to consumers, the consumer may never be obliged to pay in advance more than 50% in general terms and conditions. If payment in advance is stipulated, the consumer can not assert any rights regarding the execution of the order or service (s), before the stipulated advance payment has taken place.
3. The consumer has the duty to report inaccuracies in provided or stated payment details to the entrepreneur without delay.
4. If the consumer does not fulfill his payment obligation (s) in time, after he has been informed by the trader of the late payment and the trader has given the consumer a period of 14 days to still fulfill his payment obligations, after the payment has not been made within this 14-day period, the legal interest is owed on the outstanding amount and the entrepreneur is entitled to charge the extrajudicial collection costs he has incurred. These collection costs amount to a maximum of: 15% on outstanding amounts up to € 2,500, =; 10% over the next € 2,500, = and 5% over the next € 5,000, = with a minimum of € 40, =. The entrepreneur may deviate from the aforementioned amounts and percentages for the benefit of the consumer.

#### **Article 16 - Complaints procedure**

1. The entrepreneur has a well-publicized complaints procedure and handles the complaint in accordance with this complaints procedure.
2. Complaints about the execution of the contract must be submitted fully and clearly described to the entrepreneur within a reasonable time after the consumer has discovered the defects.
3. 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 the period of 14 days with a notice of receipt and an indication when the consumer can expect a more detailed answer.
4. The consumer must give the entrepreneur at least 4 weeks time to resolve the complaint in mutual consultation. After this period, a dispute arises that is susceptible to the dispute resolution.

#### **Article 17 - Disputes**

1. Only Dutch law applies to agreements between the entrepreneur and the consumer to which these general terms and conditions apply.

#### **Article 18 - Additional or different provisions**

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