

Terms and Conditions

These General Terms and Conditions of the Dutch Home Shopping Organization (hereinafter: Thuiswinkel.org) have been drawn up in consultation with the Consumers' Association within the framework of the Coordination Group Self-Regulation Consultation (CZ) of the Social and Economic Council and will come into effect on 1 June 2014.

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Article 1 - Definitions

In these terms and conditions the following definitions apply:

1. **Supplementary agreement:** an agreement whereby the consumer has products, acquires digital content and/or services in connection with a distance contract and these items, digital content and/or services are supplied by the entrepreneur or by a third party on the basis of an agreement between that third party and the entrepreneur;
2. **Cooling-off 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 profession;
4. **Day:** calendar day;
5. **Digital content:** data produced and supplied in digital form;
6. **Duration agreement:** an agreement that extends to the regular delivery of goods, services and/or digital content during a certain period;
7. **Durable data carrier:** any tool - including e-mail - that enables the consumer or entrepreneur to store information that is personally addressed to him in a way that future consultation or use during

a period of time adapted to the purpose for which the information is intended, and which allows unaltered reproduction of the stored information;

8. **Right of withdrawal:** the consumer's option to cancel within the cooling-off period view the distance contract;
9. **Entrepreneur:** the natural or legal person who is a member of Thuiswinkel.org and offers products, (access to) digital content and/or services to consumers at a distance;
10. **Distance contract:** an agreement between the entrepreneur and the consumer is concluded in the context of an organized system for distance selling of products, digital content and/or services, whereby exclusive or joint use is made of one or more techniques for distance communication up to and including the conclusion of the agreement;
11. **Model withdrawal form:** the European model withdrawal form included in Appendix I of these terms and conditions; Annex I does not have to be made available if the consumer has no right of withdrawal with regard to his order;
12. **Technology for distance communication:** means that can be used for concluding an agreement, without the consumer and entrepreneur having to meet in the same room at the same time.

Article 2 - Identity of the entrepreneur

Name entrepreneur: Poort watersport BV

Trading under the name(s):

- Port water sports BV
- Mercruiser-parts.com

Business address:

Oude Molenmeent 10 unit 4
1213BD Loosdrecht

Phone number: [06-53838995](tel:06-53838995)

Accessibility:

From Monday to Saturday from 9:00 am to 6:00 pm

E-mail address: info@poortwatersport.nl

Chamber of Commerce number: 32099189

VAT number: NL8195.57.298.B01

Article 3 - Applicability

1. These general terms and conditions apply to every offer made by the entrepreneur and to every distance contract concluded between the entrepreneur and the consumer.
2. Before the distance contract is concluded, the text of these general terms and conditions is made available to the consumer. If this is not reasonably possible, the entrepreneur will indicate before the distance contract is concluded how the general terms and conditions at the entrepreneur

can be inspected and that they will be sent free of charge as soon as possible at the request of the consumer.

3. If the distance contract is concluded electronically, notwithstanding 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 it is consumer can be stored in a simple way on a durable data carrier. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general terms and conditions can be consulted electronically and that they will be sent free of charge at the request of the consumer electronically 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 apply mutatis mutandis and the consumer can always invoke the applicable provision that is most convenient for him in the event of conflicting terms and conditions. is favorable.

Article 4 - The offer

1. If an offer has a limited period of validity or is 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 uses images, these are a true representation of the products, services and/or digital content offered. Obvious mistakes or obvious errors in the offer are not binding on the entrepreneur.
3. Each offer contains such information that it is clear to the consumer what the rights and obligations that are attached to the acceptance of the offer.

Article 5 - The agreement

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 fulfillment of the associated conditions.
2. If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm receipt of the acceptance of the offer electronically.
the offer. As long as the receipt of this acceptance has not been confirmed by the entrepreneur, the consumer can dissolve 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 ensure a safe web environment. If the consumer can pay electronically, the entrepreneur will observe appropriate security measures.
4. Within legal frameworks, the entrepreneur can - inform himself 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, on the basis of this investigation, the entrepreneur has good reasons not to enter into the agreement, he is entitled to refuse an order or request with reasons, or to attach special conditions to the implementation.

5. The entrepreneur will send the following information to the consumer at the latest upon delivery of the product, service or digital content, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable data carrier:
 - o the visiting address of the establishment of the entrepreneur where the consumer can go with complaints;
 - o the conditions under which and the way in which the consumer of the can make use of the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
 - o the information about guarantees and existing after-sales service;
 - o the price including all taxes of the product, service or digital content; to the extent applicable, the costs of delivery; and the method of payment, delivery or performance of the distance contract;
 - o the requirements for terminating the agreement if the agreement has a duration of more than one year or is of indefinite duration;
 - o if the consumer has a right of withdrawal, the model form for revocation.
6. In the case of an expensive transaction, the provision in the previous paragraph only applies on the first delivery.

Article 6 – Right of withdrawal

For products:

1. The consumer can dissolve an agreement with regard to the purchase of a product during a reflection period of 14 days without stating reasons. The entrepreneur may ask the consumer for the reason for withdrawal, but not 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:
 - o if the consumer has ordered several products in the same order : the day on which the consumer, or a third party designated by him, has received the last product. The entrepreneur may, provided he has clearly informed the consumer about this prior to the ordering process, refuse an order for several products with different delivery times.
 - o 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, has received the last shipment or the last part;
 - o in the case of agreements 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 provided on a tangible medium:

3. The consumer can dissolve a service agreement and an agreement for the supply of digital content that has not been delivered on a tangible medium during 14 days without stating reasons. The entrepreneur may ask the consumer for the reason for withdrawal, but not oblige him to state his reason(s).

4. The reflection period referred to in paragraph 3 commences on the day following the closing of the agreement.

Extended cooling-off period for products, services and digital content that is not delivered on a material medium in the event of not informing about the right of withdrawal:

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

Article 7 - Obligations of the consumer during the reflection period

1. During the reflection period, the consumer will handle the product and the packaging. He will only unpack or use the product to the extent necessary to determine the nature, characteristics and functioning 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 depreciation of the product that is the result of a way of handling the product that goes beyond what is permitted in paragraph 1.
3. The consumer is not liable for depreciation of the product if the entrepreneur has not provided him with all legally required information about the right of withdrawal before or at the conclusion of the agreement.

Article 8 - Exercise of the right of withdrawal by the consumer and costs thereof

1. If the consumer makes use of his right of withdrawal, he must report this to the entrepreneur within the cooling-off period by means of the model withdrawal form or in another unambiguous manner.
2. As soon as possible, but within 14 days from the day following the notification referred to in paragraph 1, the consumer returns the product or hands it over to (an authorized representative of) the entrepreneur. This is not necessary if the entrepreneur has offered to collect the product himself. The consumer has in any case observed the return period if he returns the product before the reflection period has expired.
3. The consumer returns the product with all accessories supplied, if reasonably possible in original condition 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 rests with the consumer.
5. The consumer bears the direct costs of returning the product. If the entrepreneur has not reported that the consumer has to bear these costs or if the entrepreneur indicates that he will bear the costs himself, the consumer does not have to bear the costs for return.
6. If the consumer withdraws after having first explicitly requested that the provision of the service or the supply of gas, water or electricity that is not ready

are made for sale in a limited volume or certain quantity starts during the cooling-off period, the consumer owes the entrepreneur an amount that is proportional to that part of the obligation that has been fulfilled by the entrepreneur at the time of withdrawal, compared to full compliance of the commitment.

7. The consumer shall not bear any costs for the performance of services or the supply of water, gas or electricity that have not been made ready for sale in a limited volume or quantity, or for the supply of district heating, if:
 - o the entrepreneur provides the consumer with the legally required information about the right of withdrawal, the reimbursement of costs in the event of withdrawal or has not provided the model form for withdrawal, or;
 - o the consumer has not expressly requested the commencement of the execution of the service or the delivery of gas, water, electricity or district heating during the reflection period.
8. The consumer bears no costs for the full or partial delivery of non digital content delivered on a material medium, if:
 - o he has not expressly agreed to commence fulfillment of the agreement before the end of the cooling-off period prior to its delivery;
 - o he has not acknowledged that he will lose his right of withdrawal when granting his consent; or
 - o the entrepreneur has failed to provide this statement from the consumer confirm.
9. If the consumer makes use of his right of withdrawal, all additional contracts terminated 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 possible electronically, he will immediately send a confirmation of receipt after receipt of this notification.
2. The entrepreneur reimburses all payments from the consumer, including any delivery costs charged by the entrepreneur 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 with repayment until he has received the product or until the consumer demonstrates that he has returned the product, whichever is earlier.
3. The entrepreneur uses the same payment method that the consumer has used for reimbursement, unless the consumer agrees to a different method. The refund 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 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 in the financial market over 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 who is given the opportunity to be personally present at the auction, under the direction of an auctioneer, and where the successful bidder is obliged to purchase the products, digital content and/or services;
3. Service agreements, after full performance of the service, but only if:
 - o the execution has started with the express prior consent of the consumer; and
 - o the consumer has declared that he will lose his right of withdrawal as soon as the entrepreneur has fully performed the agreement;
4. Package holidays as referred to in Article 7:500 of the Dutch Civil Code and agreements of passenger transport;
5. Service agreements for the provision of accommodation, as in the agreement is provided for a specific date or period of execution and other than for residential purposes, freight transport, car rental services and catering;
6. Agreements relating to leisure activities, if the agreement provides for a specific date or period for its implementation;
7. Products manufactured to consumer specifications, which are not prefabricated and 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 are not suitable for return for reasons of health protection or hygiene and of which the seal has been broken after delivery;
10. Products that are irrevocably mixed with other products after delivery due to their nature
Products;
11. Alcoholic drinks, the price of which 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 in the market over 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, periodicals or magazines, with the exception of subscriptions thereto;
14. The supply of digital content other than on a tangible medium, but only if:
 - o the execution has started with the express prior consent of the consumer; and
 - o the consumer has declared that he loses his right of withdrawal.

Article 11 - The price

1. During the period of validity stated in the offer, the prices of the products and/or services offered are not increased, except for price changes as a result of changes in VAT rates.
2. Contrary to the previous paragraph, the entrepreneur may offer products or services whose prices are subject to fluctuations in the financial market and where the

entrepreneur has no influence on, offering variable prices. This dependence on fluctuations and the fact that any prices quoted 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:
 - o these are the result of statutory regulations or provisions; or
 - o 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 offer of products or services include VAT.

Article 12 - Compliance with the agreement and extra guarantee

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 and/or government regulations existing on the date of the conclusion of the agreement. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.
2. An extra guarantee provided by the entrepreneur, his supplier, manufacturer or importer never limits the legal rights and claims that the consumer can assert against the entrepreneur under the agreement if the entrepreneur has failed to comply with his part of the agreement.
3. An extra guarantee is understood to mean any commitment by the entrepreneur, his supplier, importer or producer in which he grants the consumer certain rights or claims that go beyond what is legally required in the event that he has failed to fulfill his part of the obligations. the agreement.

Article 13 - Delivery and execution

1. The entrepreneur will take the greatest possible care when receiving and executing orders for products and when assessing applications for the provision of services.
2. The place of delivery is the address that the consumer makes known to the entrepreneur has made.
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 at the latest within 30 days, unless a different 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 dissolve the agreement without costs and is entitled to any compensation.
4. After dissolution in accordance with the previous paragraph, the entrepreneur will immediately refund 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 representative designated in advance and made known to the entrepreneur, unless expressly agreed otherwise.

Article 14 - Duration transactions: duration, cancellation and extension

Cancellation:

1. The consumer can 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, 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 terminate an agreement that has been entered into for a definite period and which extends to the regular delivery of products (including electricity) or services, at any time towards the end of the fixed term, with due observance of the agreed cancellation rules and a notice period of a maximum of one month.
3. The consumer can conclude the agreements referred to in the previous paragraphs:
 - o cancel at any time and are not limited to cancellation at a specific time or period;
 - o at least cancel in the same way as they entered into by him;
 - o always cancel with the same notice period as the entrepreneur has stipulated for himself.

Extension:

4. An agreement that has been entered into for a definite period and which extends to the regular delivery of products (including electricity) or services may not be tacitly extended or renewed for a definite period.
5. Notwithstanding the previous paragraph, an agreement that is for a definite period may entered into and which extends to the regular delivery of daily news and weekly newspapers and magazines are tacitly renewed for a fixed period of no more than three months, if the consumer can cancel this extended agreement towards the end of the extension with a notice period of at most one month.
6. An agreement that has been entered into for a definite period and which extends to the regular delivery of products or services may only be tacitly extended for an indefinite period if the consumer is allowed to cancel 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 extends to the regular, but less than once a month, delivery of daily, news and weekly newspapers and magazines.
7. An agreement with a limited duration for 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.

Duration:

8. 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 cancellation before the end of the agreed duration. to postpone.

Article 15 - Payment

1. Insofar as not provided otherwise in the agreement or additional terms and conditions, the amounts owed by the consumer must be paid within 14 days after the start of the cooling-off period, or in the absence of a cooling-off period within 14 days after the conclusion of the agreement. In the case of an agreement to provide a service, this period starts on the day after the consumer has received confirmation of the agreement.
2. When selling products to consumers, the consumer may never be obliged in general terms and conditions to pay more than 50% in advance.
When advance payment is stipulated, the consumer cannot assert any rights with regard to the execution of the relevant order or service(s) before the stipulated advance payment has been made.
3. The consumer has the obligation to immediately report inaccuracies in payment details provided or stated to the entrepreneur.
4. If the consumer does not meet his payment obligation(s) on time, he is, after he has been informed by the entrepreneur of the late payment and the entrepreneur has granted the consumer a period of 14 days to still meet his payment obligations, after failure to pay within these 14-days.
days term, the statutory interest will be owed on the amount still owed and the entrepreneur is entitled to charge the extrajudicial collection costs incurred by him. These collection costs amount to a maximum of: 15% on outstanding amounts up to € 2,500; 10% on the next € 2,500 and 5% on the next € 5,000 with a minimum of € 40, =. The entrepreneur can deviate from the stated amounts and percentages in favor of the consumer.

Article 16 - Complaints procedure

1. The entrepreneur has a sufficiently publicized complaints procedure and handles the complaint in accordance with this complaints procedure.
2. 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 discovered the defects.
3. Complaints submitted to the entrepreneur will be processed within a period of 14 days calculated from the date of receipt. If a complaint requires a foreseeable longer processing time, the entrepreneur will answer within the period of 14 days with a notification of receipt and an indication when the consumer can expect a more detailed answer.
4. A complaint about a product, service or the service of the entrepreneur can also be submitted via a complaint form on the consumer page of the [Thuiswinkel.org website www.thuiswinkel.org](http://www.thuiswinkel.org). The complaint will then be sent to both the entrepreneur concerned and Thuiswinkel.org.
5. The consumer must give the entrepreneur at least 4 weeks to resolve the complaint in mutual consultation. After this term, a dispute arises that is subject to the dispute settlement procedure.

Article 17 - Disputes

1. Agreements between the entrepreneur and the consumer to which these general terms and conditions apply are exclusively governed by Dutch law.
2. Disputes between the consumer and the entrepreneur about the establishment or execution of agreements with regard to deliveries to be made by this entrepreneur or

The products and services supplied can, with due observance of the provisions below, be submitted by both the consumer and the entrepreneur to the Disputes Committee Thuiswinkel, PO Box 90600, 2509 LP in The Hague (www.sgc.nl).

3. A dispute will only be dealt with by the Disputes Committee if if the consumer has first submitted his complaint to the entrepreneur within a reasonable time.
4. If the complaint does not lead to a solution, the dispute must be submitted to the Disputes Committee in writing or in another form to be determined by the Committee no later than 12 months after the date on which the consumer submitted the complaint to the entrepreneur.
5. If the consumer wishes to submit a dispute to the Disputes Committee, the entrepreneur is bound by this choice. Preferably, the consumer first reports this to the entrepreneur.
6. If the entrepreneur wishes to submit a dispute to the Disputes Committee, the consumer will have to state in writing within five weeks after a written request to that effect by the entrepreneur whether he also wishes to do so or whether he wants the dispute to be handled by the competent judge. If the entrepreneur is not informed of the consumer's choice within the period of five weeks, the entrepreneur is entitled to submit the dispute to the competent court.
7. The Disputes Committee makes a decision under the conditions as laid down in the regulations of the Disputes Committee (www.degeschillencommissie.nl/over-ons/de-commissies/2404/thuiswinkel). The decisions of the Disputes Committee are made by way of binding advice.
8. The Disputes Committee will not deal with a dispute or will discontinue the handling if the entrepreneur has been granted a suspension of payments, has gone bankrupt or has actually terminated his business activities, before a dispute has been dealt with by the committee at the hearing and a final verdict has been given.
9. If, in addition to the Thuiswinkel Disputes Committee, another disputes committee recognized or affiliated with the Stichting Geschillencommissies voor Consumentenzaken (SGC) or the Financial Services Complaints Institute (Kifid) is competent, the Thuiswinkel Disputes Committee is responsible for disputes mainly concerning the method of distance selling or services. preference authorized. For all other disputes, the other recognized disputes committee affiliated with SGC or Kifid.

Article 18 - Industry guarantee

1. Thuiswinkel.org guarantees compliance with the binding advice of the Disputes Committee Thuiswinkel by its members, unless the member decides to submit the binding advice to the court for review within two months after it has been sent. This guarantee is revived if the binding advice has remained in force after review by the court and the judgment from which this appears has become final. Up to a maximum amount of €10,000 per binding advice, this amount will be paid out to the consumer by Thuiswinkel.org. For amounts greater than €10,000 €10,000 will be paid per binding advice. For the excess, Thuiswinkel.org has a best-efforts obligation to ensure that the member complies with the binding advice.
2. The application of this guarantee requires that the consumer makes a written appeal to Thuiswinkel.org and that he transfers his claim to the entrepreneur.

to Thuiswinkel.org. If the claim against the entrepreneur exceeds €10,000, the consumer is offered to transfer his claim insofar as it exceeds the amount of €10,000 to Thuiswinkel.org, after which this organization will make the payment in its own name and at the expense will demand it in court to satisfy the consumer.

Article 19 - 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 they can be stored by the consumer in an accessible manner on a durable data carrier.

Article 20 - Amendment of the General Terms and Conditions of Thuiswinkel

1. Thuiswinkel.org will not change these general terms and conditions except in consultation with the Consumers' Association.
2. Changes to these terms and conditions will only take effect after they have been published in an appropriate manner, on the understanding that in the event of applicable changes during the term of an offer, the provision most favorable to the consumer will prevail.

Thuiswinkel.org
www.homewinkel.org
Horaplantsoen 20, 6717 LT Ede
PO Box 7001, 6710 CB Ede

Annex I: Model withdrawal form

Model withdrawal form

(only fill in and return this form if you want to revoke the agreement)

- To: [name of entrepreneur]
[geographic address entrepreneur]
[fax number entrepreneur, if available]
[email address or electronic address of entrepreneur]
- I/We* hereby give notice that I/we* share our agreement regarding
the sale of the following products: [product designation]*
the delivery of the following digital content: [designation digital content]*

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

revoke/revoke*

- Ordered on*/received on* [date order for services or receipt for products] • [Name of consumer(s)]
- [Address consumer(s)]
- [Signature consumer(s)] (only when this form is on paper submitted)

* Strike out what is not applicable or fill in what is applicable.