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### Article 1 – Definitions

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

1. **Additional agreement:** an agreement under which the consumer acquires products, digital content and/or services pursuant to a distance agreement, which products, digital content and/or services are supplied by the ‘company’, or by a third party on the basis of an arrangement between that third party and the ‘company’;
2. **Cooling-off period:** the period within which the consumer can exercise his/her right of withdrawal;
3. **Consumer:** a natural person not acting for purposes relating to his/her commercial, business, craft or professional activities;
4. **Day:** calendar day;
5. **Digital content:** data produced and supplied in digital format;
6. **Continuing performance agreement:** an agreement providing for the regular delivery of products, services and/or digital content during a particular period;
7. **Permanent data carrier:** any tool – including e-mail – which enables the consumer or the ‘company’ to store personally addressed information in a manner facilitating future consultation or

- use during a period commensurate with the purpose for which the information is intended, as well as unchanged reproduction of the information stored;
8. **Right of withdrawal:** the option available to the consumer to back out of the distance agreement within the cooling-off period;
  9. **'company':** the natural person or legal entity offering products, (access to) digital content and/or distance services to consumers;
  10. **Distance agreement:** an agreement concluded between the 'company' and the consumer in the context of an organised system for distance selling products, digital content and/or services, whereby the process of concluding the agreement involves the exclusive or additional use of one or more distance communication technologies;
  11. **Model withdrawal form:** the European model withdrawal form attached to these terms and conditions as Appendix I;
  12. **Distance communication technology:** means that can be used for concluding an agreement, without the consumer and the 'company' having to be present simultaneously in the same space.

## Article 2 – Identity of the 'company'

EVE-Kids BV

Karreweg Noord 47-49, 5995 MG Kessel (Netherlands)

Telephone number: +31 85 007 4077 (Monday to Friday: 9:00 - 16:00h)

E-mail address: info@kleindreumes.nl

Chamber of Commerce number: 72499648

## Article 3 – Applicability

1. These general terms and conditions apply to all offers from the 'company' and to all distance agreements formed between the 'company' and the consumer.
2. The text of these general terms and conditions will be made available to the consumer before the distance agreement is concluded. If this is not reasonably possible, the 'company' will indicate, before the distance agreement is concluded, in what manner the general terms and conditions can be inspected on the 'company's' premises and that it will send out a copy free of charge as soon as possible when the consumer so requests.
3. If the distance agreement is concluded by electronic means, the text of these general terms and conditions may, in derogation from the previous paragraph, be made available to the consumer electronically before the distance agreement is concluded, in such format that the consumer can easily store it on a permanent data carrier. If this is not reasonably possible, the 'company' will indicate, before the distance agreement is concluded, where the general terms and conditions can be consulted.

be consulted electronically and that a copy will be sent out free of charge, electronically or otherwise, when the consumer so requests.

4. In the event that specific product or service conditions apply in addition to these general terms and conditions, Paragraphs 2 and 3 will apply by analogy, whereby the consumer can always invoke the applicable condition most favourable in his/her case in the event of inconsistent conditions.

#### **Article 4 – The offer**

1. If an offer has a limited period of validity or is subject to conditions, this will be expressly stated in the offer.
2. The offer will contain a complete and accurate description of the products offered. The description will be detailed enough to facilitate a proper assessment of the offer by the consumer. If the 'company' uses illustrations, these will be a faithful representation of the products offered. Obvious mistakes or obvious errors in the offer will not be binding on the 'company'.
3. Each offer will contain such information as to make it clear to the consumer what rights and obligations are attached to the acceptance of the offer.

#### **Article 5 – The agreement**

1. Subject to the provisions of Paragraph 4, the agreement will be formed at the moment when the consumer accepts the offer and the associated conditions are fulfilled.
2. If the consumer accepted the offer by electronic means, the 'company' will immediately send an electronic confirmation of receipt of the acceptance of the offer. As long as the 'company' has not confirmed receipt of this acceptance, the consumer can still terminate the agreement.
3. If the agreement is formed by electronic means, the 'company' will take appropriate technical and organisational measures to protect the electronic transfer of data and provide a secure web environment. If the consumer can pay by electronic means, the 'company' will apply appropriate security measures for this purpose.
4. The 'company' may, within the statutory parameters, ascertain whether the consumer can meet his/her payment obligations, as well as all the facts and factors that are relevant to concluding the distance agreement in a responsible manner. If, following this investigation, the 'company' has good reason not to conclude the agreement, it will be entitled to refuse an order or request, giving its reasons, or to attach conditions to the execution of that order or request.
5. Before or at the time of delivery of the product to the consumer, the 'company' will provide the following information, either in writing or in such format that the consumer can store it on a permanent data carrier in an accessible manner:
  - a. the address of the 'company's' branch which the consumer can contact in the event of complaints;

- b. the conditions on which and the manner in which the consumer can exercise the right of withdrawal, or a clear statement to the effect that the right of withdrawal does not apply;
  - c. the information about warranties and after-purchase service available;
  - d. the price (including all taxes) of the product, service or digital content; where applicable, the delivery costs; and the manner of payment, delivery or performance of the distance agreement;
  - e. the requirements for termination of the agreement, if the agreement has been concluded for a term of more than one year or for an indefinite period;
  - f. if the consumer has a right of withdrawal, the model withdrawal form (Appendix 1 – return form).
6. In the event of a continuing performance agreement, the provisions of the previous paragraph will only apply to the first delivery.

### **Article 6 – Right of withdrawal**

1. The consumer may terminate an agreement relating to the purchase of a product during a cooling-off period of at least 14 days, without having to state reasons. The ‘company’ may ask the consumer about the reason for withdrawing, but may not oblige the consumer to state his/her reason(s).
2. The cooling-off period referred to in Paragraph 1 will start on the day following that on which the consumer, or a third party previously designated by the consumer, not being the carrier, received the product, or:
  - a. if the consumer’s order involved multiple products: the day on which the consumer, or a third party designated by the consumer, received the last product. The ‘company’ may refuse an order for multiple products with different delivery periods, provided that it clearly informed the consumer of this prior to the ordering process;
  - b. if the delivery of a product consists of multiple shipments or parts: the day on which the consumer, or a third party designated by the consumer, received the last shipment or the last part;
  - c. in the case of agreements involving regular deliveries of products during a particular period: the day on which the consumer, or a third party designated by the consumer, received the first product.

### **Article 7 – The consumer’s obligations during the cooling-off period**

1. During the cooling-off period, the consumer will handle the product and packaging with due care. He/she will only unpack or use the product insofar as this is necessary in order to establish the nature, properties and operation of the product. The point of departure in this context is that the consumer may touch and inspect the product only in the manner in which he/she may do so in a shop.

2. The consumer will only be liable for a decrease in value of the product if this is due to a manner of handling the product that goes beyond what is permitted under Paragraph 1.
3. The consumer will not be liable for a decrease in value of the product if the 'company' failed to provide him/her with all the information on the right of withdrawal required by law prior to or at the time of the conclusion of the agreement.

#### **Article 8 – The consumer exercising the right of withdrawal and the associated costs**

1. If the consumer wants to exercise his/her right of withdrawal, he/she must notify the 'company' of this within the cooling-off period by means of the model withdrawal form (Appendix 1 – return form) or in another unambiguous manner.
2. The consumer must return or hand over the product to (an authorised representative of) the 'company' as soon as possible, but in any case within 14 days of the day following the notification referred to in Paragraph 1. This will not be necessary if the 'company' offered to collect the product. The consumer will in any case have met the product return deadline if he/she returned the product before the end of the cooling-off period.
3. The consumer will return the product together with all the accessories supplied, if reasonably possible in the original condition and packaging, and in conformity with the 'company's' reasonable and clear instructions.
4. The consumer will bear the risk and the burden of proof as regards the correct and timely exercise of the right of withdrawal.
5. The consumer will bear the direct costs of returning the product. If the 'company' failed to state that these costs were payable by the consumer or offered to pay these costs itself, the consumer will not be required to bear the return shipping costs.
6. If the consumer exercises his/her right of withdrawal, all additional agreements will be terminated by operation of law.

#### **Article 9 – The 'company's' obligations in the event of withdrawal**

1. If the 'company' offers the consumer the option to submit the withdrawal notification by electronic means, the 'company' will send a confirmation of receipt without delay after receiving this notification.
2. The 'company' will refund all payments made by the consumer, including any delivery costs charged by the 'company' in respect of the returned product, without delay but in any case within 14 days of the day on which the consumer notified it of the withdrawal. Unless the 'company' offers to collect the product, the 'company' may postpone the refund until it has received the product or until the consumer demonstrates that he/she has returned the product, whichever is earlier.

3. The 'company' will make the refund using the same payment method as that used by the consumer, unless the consumer agrees to a different method. The refund will be free of charge to the consumer.
4. If the consumer opted for a more expensive delivery method than the cheapest standard delivery, the 'company' will not be required to refund the additional costs attached to the more expensive method.

#### **Article 10 – The price**

1. During the period of validity specified in the offer, the price of the products and/or services offered will not be increased, except for price changes resulting from changes in VAT rates.
2. Price increases introduced within three months of the formation of the agreement will only be permitted if they result from statutory regulations or provisions.
3. Price increases introduced from three months after the formation of the agreement will only be permitted if the 'company' has stipulated this and:
  - a. these increases result from statutory regulations or provisions; or
  - b. the consumer has the right to terminate the agreement as from the day on which the price increase takes effect.
4. The prices stated in the offer of products or services include VAT.

#### **Article 11 – Performance of agreement and additional warranty**

1. The 'company' guarantees that the products comply with the agreement, the specifications laid down in the offer, the reasonable requirements of soundness and/or usability and the statutory provisions and/or government regulations in force on the date the agreement is formed. If this has been agreed, the 'company' also guarantees that the product is suitable for purposes other than normal use.
2. Any additional warranty given by the 'company', its supplier, manufacturer or importer will never limit the statutory rights and claims which the consumer can enforce against the 'company' under the agreement if the 'company' fails to perform its share of the agreement.
3. Additional warranty is understood to mean any commitment made by the 'company', its supplier, importer or producer that grants the consumer particular rights or claims which go beyond those that must be granted by law in the event that this party fails to perform its share of the agreement.

#### **Article 12 – Delivery and execution**

1. The 'company' will exercise the greatest possible care in accepting and executing orders for products.
2. The place of delivery will be the address specified to the 'company' by the consumer.

3. Subject to the provisions of Article 4 of these general terms and conditions, the 'company' will execute accepted orders promptly and in any case within 30 days, unless a different delivery period has been agreed. If delivery is delayed, or if an order cannot be executed or can be executed only in part, the consumer will be notified of this no later than 30 days after he/she placed the order. In that case, the consumer will have the right to terminate the agreement free of charge and may be entitled to compensation.
4. After termination in conformity with the previous paragraph, the 'company' will refund the amount paid by the consumer without delay.
5. The risk of products being damaged and/or lost will be borne by the 'company' until the moment of delivery to the consumer or a representative previously designated and identified to the 'company', unless the parties have expressly agreed otherwise.

### **Article 13 – 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 of the start of the cooling-off period or, if no cooling-off period applies, within 14 days of the conclusion of the agreement. In the event of an agreement for services, this period will start on the day following that on which the consumer received the confirmation of the agreement.
2. Where products are sold to consumers, the general terms and conditions may never oblige the consumer to pay more than 50% up front. If upfront payment has been stipulated, the consumer may not enforce any right concerning the execution of the relevant order or service(s) before the stipulated upfront payment has been made.
3. The consumer is obliged to notify the 'company' without delay of any inaccuracies in the payment details provided or stated.
4. If the consumer fails to meet his/her payment obligation(s) in time and, having been notified by the 'company' that payment is overdue and granted a period of 14 days in which to meet these payment obligations after all, fails to effect payment within this 14-day period, the consumer will owe interest at the statutory rate on the outstanding amount, and the 'company' will be entitled to pass on the extrajudicial collection costs it incurred to the consumer. These collection costs will not exceed: 15% on outstanding amounts up to EUR 2,500; 10% on the next EUR 2,500 and 5% on the next EUR 5,000, with a minimum of EUR 40. The 'company' may deviate from the aforesaid amounts and percentages in the consumer's favour.

### **Article 14 – Choice of law**

Any and all agreements between the 'company' and the consumer to which these general terms and conditions apply will be governed exclusively by Dutch law.

### **Article 15 – Additional or varying provisions**

Any provisions additional to or varying from these general terms and conditions may not be to the detriment of the consumer and must be documented in writing, or in such format that the consumer can store them on a permanent data carrier in an accessible manner.

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