

General terms and conditions

Introduction

As of 15 February 2016, it will also be possible for EU consumers to register complaints via the European Commission's ODR (online dispute resolution) platform. This ODR platform can be found at <http://ec.europa.eu/odr> If your complaint is not already being dealt with somewhere else, you are free to file your complaint via the European Union platform.



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General terms and conditions of PEPPER-JOBS ([download link](#))

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Article 1 - Definitions

In these terms and conditions the following terms have the following definitions:

1. **Cooling-off period:** the period of time in which the consumer can exercise his right of cancellation;
2. **Consumer:** the natural person who does not act in a professional or business context and who enters into a remote agreement with the entrepreneur;
3. **Day:** calendar day;
4. **Continuing performance contract:** a remote agreement regarding a series of products and/or services, the delivery and/or purchase obligation of which is spread over time;
5. **Durable data carrier:** every tool that enables the consumer or entrepreneur to store information that is addressed to him in person, in a way that enables future consultation and unaltered reproduction of the stored information.
6. **Right of cancellation:** the possibility for the consumer to cancel the distance contract within the cooling-off period;
7. **Model form:** the model form for cancellation that the entrepreneur makes available and which a consumer can fill out if the consumer wishes to exercise his right of cancellation.
8. **Entrepreneur:** the natural person or legal person that offers products and/or services to consumers at a distance;
9. **Distance contract:** an agreement concluded within the framework of an organised system for distance selling of products and/or services, whereby up to and including the conclusion of the agreement use is exclusively made of one or more techniques for communication at a distance;
10. **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.
11. **General Terms and Conditions:** these General Terms and Conditions of the entrepreneur.

Article 2 - Identity of the entrepreneur

Identity of the entrepreneur

Name (contracted party): Smart Import Solutions

Trading under: www.pepper-jobs.at

Business address: Plattenborgstraat 20, 8043 TT Zwolle

Telephone number: +31629557135 (Monday-Friday 09:00 – 17:00)

Email address: info@smartimportsolutions.nl

VAT number: NL001383278B36 Chamber of Commerce number: 55895565

Industry organisation(s): [Webwinkelkeurmerk](#)

Article 3 - Applicability

1. These terms and conditions apply to every offer made by the entrepreneur and to orders and every distance contract that has been concluded 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, it will be indicated before the distance contract is concluded that the terms and conditions can be viewed at the entrepreneur's premises and that they will be forwarded free of charge as soon as possible at the request of the consumer.
3. If the distance contract is concluded electronically, contrary to the previous paragraph and before the distance contract is concluded, the text of these terms and conditions may be made available electronically to the consumer in such a way that the consumer can store these in a simple way on a durable data carrier. If this is not reasonably possible, the consumer will be informed, before the distance contract is concluded, of where the terms and conditions can be consulted electronically and that they will be forwarded at the request of the consumer free of charge by electronic means or otherwise.
4. In the event that specific product or service conditions apply in addition to these terms and conditions, the second and third paragraphs shall apply mutatis mutandis and in the event of conflicting conditions the consumer may always invoke the applicable provision that is most favourable to him.
5. If one or more provisions in these general terms and conditions are wholly or partially invalid at any time or are to be annulled, then the agreement and the rest of these provisions will remain fully applicable and the provision in question will be replaced without delay in mutual consultation by a provision which approaches the purpose and purport of the invalid provision as closely as possible.
6. Situations that are not regulated in these general terms and conditions must be assessed 'in the spirit' of these general terms and conditions.
7. Ambiguities about the explanation or content of one or more provisions of these conditions must be explained 'in the spirit' of these general terms and conditions.

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. Offers are without obligation. The entrepreneur is entitled to change and adjust the offer.
3. The offer shall contain a complete and accurate description of the products and/or services offered. The description shall be sufficiently detailed to allow for a proper assessment of the offer by the consumer. If the entrepreneur makes use of images, these shall be a true

reflection of the products and/or services offered. Obvious mistakes or errors in the offer do not bind the entrepreneur.

4. All images, specifications and details in the offer are indications and cannot constitute grounds for compensation or dissolution of the agreement.
5. Images associated with products shall be faithful representations of the products offered. The entrepreneur cannot guarantee that the colours displayed correspond exactly with the actual colours of the products.
6. Each offer contains the information required to make it clear to the consumer what rights and obligations are attached to the acceptance of the offer. This concerns in particular:
 - the price including taxes;
 - any shipping costs;
 - the manner in which the agreement will be concluded and the associated required actions;
 - whether the right of cancellation applies;
 - the method of payment, delivery and implementation of the agreement;
- the period for accepting the offer, or the period within which the entrepreneur guarantees the price;
- the level of the rate for distance communication if the costs for the usage of the technology for distance communication are calculated on a ground other than the regular basic rate for the means of communication used;
- whether the agreement will be archived following its completion and, if so, how the consumer will be able to consult it;
- the way in which the consumer, before concluding the agreement, can check the data provided by him in the context of the agreement and, if desired, correct it;
- any other languages, in addition to Dutch, in which the agreement can be concluded;
- the codes of conduct to which the entrepreneur is subject and the manner in which the consumer can consult electronically these codes of conduct; and
- the minimum duration of the distance agreement in the event of a continuing performance contract.

Article 5 - The agreement

1. The agreement is, subject to the provisions of paragraph 4, concluded at the moment of acceptance of the offer by the consumer and the fulfilment of the corresponding conditions.
2. If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm the receipt of the acceptance of the offer by electronic means. 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 organisational measures to secure the electronic transfer of data and he will ensure a secure internet environment. If the consumer can pay electronically, the entrepreneur will observe appropriate security measures.
4. The entrepreneur can - within statutory frameworks - inform himself as to whether the consumer can meet his payment obligations, as well as all facts and factors that are important for a responsible conclusion of the distance contract. If the entrepreneur, based on this investigation, has good reasons not to enter into the agreement, he is entitled to

refuse an order or request with reasons given, or to attach special conditions to the execution thereof.

5. With respect to the product or service to be provided to the consumer, the entrepreneur will 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:
6. the visitor's address of the entrepreneur's business location where the consumer can direct complaints;
7. the conditions under which and the manner in which the consumer can exercise the right of cancellation, or a clear statement regarding the exclusion of the right of cancellation;
8. the information about warranties and existing service after purchase;
9. the information included in article 4 paragraph 3 of these terms and conditions, unless the entrepreneur has already provided this information to the consumer prior to the execution of the agreement;
10. the requirements for terminating the agreement if the agreement has a term of more than a year or has an indefinite term.
11. in the case of a continuing performance contract, the provision in the previous paragraph applies only to the first delivery.
12. each agreement is entered into subject to the suspensive conditions of sufficient availability of the products concerned.

Article 6 - Right of cancellation or withdrawal

Regarding the delivery of products:

1. Where products have been purchased, the consumer has the possibility to dissolve the agreement without giving reasons during a period of 14 days. This cooling-off period starts on the day after receipt of the product by the consumer or by a representative predesignated by the consumer and made known to the entrepreneur.
2. During the cooling-off period, the consumer shall handle the product and packaging with care. He shall unpack or use the product only to the extent necessary to judge if he wishes to keep the product. If the consumer exercises his right of cancellation, the consumer will return the product with all supplied accessories 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.
3. If the consumer wishes to exercise his right of cancellation, the consumer is obliged to make this known to the entrepreneur within 14 days of receiving the product. The consumer must inform the entrepreneur using the [model form](#). After the consumer has informed the entrepreneur of his desire to exercise his right of cancellation, the consumer must return the product within 14 days. The consumer must prove that the goods delivered have been returned in time, for example by means of a certificate of posting.
4. If, after the end of the periods referred to in paragraphs 2 and 3, the consumer has not informed the entrepreneur of his desire to exercise his right of cancellation or has not returned the product to the entrepreneur, the purchase will be an accomplished fact.

Regarding the delivery of services:

5. Where services have been delivered, the customer has the possibility to dissolve the agreement without giving reasons during a period of 14 days, commencing on the day the agreement is entered into.

6. In order to exercise the right of cancellation, the consumer must observe the clear and reasonable instructions provided by the entrepreneur when making the offer and/or on delivery of the goods at the latest.

Article 7 - Cancellation costs

1. If the consumer exercises his right of cancellation, no more than the costs of return will be charged to the consumer.
2. If the consumer has made a payment, the entrepreneur shall refund this amount as soon as possible but no later than within 14 days of the cancellation. This is on the condition that the product has already been received by Smart Import Solutions or conclusive evidence of the return can be presented. The refund will take place via the same payment method used by the consumer unless the consumer provides his express permission for an alternative payment method.
3. The consumer is himself liable for any reduction in value of the product that is the result of careless handling of the product by the consumer.
4. The consumer is not liable for any reduction in the value of the product if the entrepreneur has not provided the consumer with all of the legally required information prior to concluding the contract..

Article 8- Exclusion of right of cancellation

1. The entrepreneur can exclude the consumer's right of cancellation for products as described in paragraphs 2 and 3. The exclusion of the right of cancellation only applies if the entrepreneur has clearly indicated this with the offer, or at least in good time prior to concluding the agreement.
2. Exclusion of the right of cancellation is only possible for products:
3. that the entrepreneur has created in accordance with the consumer's specifications;
4. that are clearly personal in nature;
5. whose nature makes it impossible for them to be returned;
6. can quickly spoil or become outdated;
7. whose price is linked to variations on the financial market that the entrepreneur is unable to influence;
8. for newspapers and magazines sold individually;
9. audio and video recordings and computer software whose seal the consumer has broken.
10. for hygienic products of which the consumer has broken the seal.
11. Exclusion of the right of cancellation is only possible for services:
12. concerning accommodation, transport, company restaurant or pursuing leisure activities on a certain date or during a certain period;
13. of which the delivery has commenced with the express consent of the consumer before the cooling-off period has expired;
14. concerning bets and lotteries.

Article 11 - The price

1. During the period of validity 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 over which the entrepreneur has no influence, with variable prices. The offer will state this link to fluctuating prices and the fact that any stated prices are for guidance purposes.
3. Price increases within 3 months of 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 contract are only allowed if the entrepreneur has stipulated this and:
 5. they are the result of statutory regulations or provisions; or
 6. the consumer has the option to cancel the agreement starting from the day when the price increase takes effect.
7. The prices of goods or services stated in the offer are inclusive of VAT.
8. All prices are subject to printing and typesetting errors. No liability is accepted for the consequences of printing and typesetting errors. In the event of printing and typesetting errors, the entrepreneur is not obliged to deliver the product for the incorrect price.

Article 10- Conformity and guarantees

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 statutory provisions and/or government regulations that exist on the date of the conclusion of the agreement. If agreed the entrepreneur also warrants that the product is suitable for purposes other than normal use.
2. A guarantee provided by the entrepreneur, manufacturer or importer does nothing to alter the statutory rights and claims which the consumer under the agreement can invoke against the entrepreneur.
3. Any defects or wrongly delivered products must be reported in writing to the entrepreneur within four weeks of delivery. The products must be returned in the original packaging in new condition.
4. The entrepreneur's warranty period corresponds with the manufacturer's warranty period. However, the entrepreneur is never responsible for the ultimate suitability of the products for each individual application by the consumer nor for any recommendations regarding the use or application of the products.
5. The warranty does not apply if:
 - The consumer has repaired and/or processed the delivered products himself or has had the products repaired and processed by third parties;
 - The delivered products have been exposed to abnormal circumstances or have otherwise been negligently treated or have been treated contrary to the instructions of the entrepreneur and/or on the packaging;
 - The defectiveness is entirely or partially the result of regulations that the government has set or will set with regard to the nature or the quality of the applied materials.

Article 11- Delivery and execution

1. The entrepreneur will take the greatest possible care when receiving and processing product orders and when evaluating requests to supply services.
2. The place of delivery is deemed to be the address that the consumer has informed the company.
3. With due observance of the respective provisions of paragraph 4 of this article, the company will process orders it accepts with the requisite speed but no later than within 30 days, unless the consumer agrees to a longer delivery period. If the delivery is delayed, or if an order cannot or only partially be executed, the consumer will receive notification of this no later than 30 days after he has placed the order. In that case, the consumer has the right to cancel the agreement without incurring any costs. The consumer has no right to any compensation for damages.
4. All delivery periods are indicative. The consumer cannot derive rights from the periods referred to. If the delivery period is exceeded, this will not entitle the consumer to compensation for damages.
5. In the event of dissolution in accordance with paragraph 3 of this article, the entrepreneur will refund the amount that the consumer has paid as soon as possible but no later than 30 days after the dissolution.
6. Should it be impossible to supply an ordered item, the entrepreneur will do its very best to make a replacement product available. There will be clear communication about the supply of a replacement product no later than the delivery date. Cancellation of the agreement cannot be excluded when a replacement products are supplied. Any costs incurred in returning products will be for the account of the entrepreneur.
7. The risk of damage and/or loss of products lies with the entrepreneur until the moment of delivery to the consumer or a predesignated representative announced to the entrepreneur, unless expressly agreed otherwise.

Article 12 - Continuing performance contract: duration, termination and extension

Termination

1. The consumer may at all times terminate an agreement for an indefinite period for the regular supply of products (including electricity) or services, with due observance of the termination rules agreed in this regard and a notice period of a maximum of one month.
2. The consumer may at all times terminate an agreement concluded for a definite period for the regular supply of products (including electricity) or services at the end of the definite period with due observance of the termination rules agreed in this regard and a notice period of a maximum of one month..
3. With regard to the agreements stated in the previous paragraphs, the consumer may:
 - at all times terminate the agreement and is not restricted to termination on a set date or in a specific period;
 - terminate the agreement at least in the same manner as they concluded the agreement;
 - always terminate the contract with the same termination period as the company stipulated for itself.

Extension

4. An agreement for a definite period for the regular supply of products (including electricity) or services, may not be tacitly extended or renewed for a definite period.
5. Notwithstanding the previous paragraph, an agreement concluded for a definite period for the regular supply of daily or weekly newspapers or magazines may be tacitly extended for a definite period of up to three months if the consumer is able to terminate this extended agreement at the end of the extended period with a notice period of up to one month.
6. An agreement concluded for a definite period for the regular supply of products or services may only be tacitly extended for an indefinite period if the consumer is at all times able to terminate the agreement with a notice period of a maximum of one month and a notice period of a maximum of three months in the event of an agreement for the regular supply, but less frequently than once a month, of daily newspapers, weekly newspapers and magazines.
7. An agreement with a limited duration for the regular supply, by way of introduction, of daily newspapers, weekly newspapers and magazines (trial or introductory subscription) will not be tacitly prolonged and will automatically end at the end of the trial period or introductory period.

Duration

7. If the duration of an agreement is more than one year, the consumer may at all times terminate the agreement at the end of one year with a notice period of up to one month, unless reasonableness and fairness dictate against termination before the end of the agreed term.

Article 13 - Payment

1. Unless otherwise agreed, the amounts owed by the consumer must be paid within 7 days of commencement of the cooling-off period as referred to in Article 6(1). In the event of an agreement for the provision of a service, this period commences after the consumer has received the confirmation of the agreement.
2. Payment must be affected within 7 days of the invoice date, unless parties expressly agree otherwise in writing. All payment terms are deadlines.
3. The consumer has the duty to report inaccuracies in provided or stated payment details to the entrepreneur without delay.
4. Payment has been effected at the time of receipt, be it in cash when the receipt is signed or at the time of crediting the sum of money owed to the bank accounts maintained by Smart Import Solutions.
5. The records/bank records of Smart Import Solutions count as full proof of payments made between the parties, unless the Purchaser provides proof to the contrary.
6. Payment must be made with no right to a discount and/or compensation.
7. The payment of the debt is allocated in accordance with the payment references provided by the Purchaser or, in the case of direct debit, the payment references referred to by Smart Import Solutions, and in other cases in accordance with the statutory arrangement.
8. In the event of non-payment on the part of the consumer, Smart Import Solutions, subject to statutory restrictions, is entitled to charge the consumer reasonable costs incurred that have been communicated to the consumer in advance.

9. The Extrajudicial Collection Costs (Standards) Act (WIK) determines the level of collection costs that may be charged on top of the invoice amount in the event of non-payment by a consumer.
10. If an invoice has not been fully paid after the expiration of the term:
 - a. the Purchaser will be obliged to pay Smart Import Solutions late payment interest equal to the statutory rate of interest per month calculated cumulatively on the principal sum. With respect to Simpel Signage of Smart Import Solutions, portions of a month are considered full months. The interest will be charged effective the day on which the shortcoming commences up to and including the day on which it ends. For the calculation of the interest, the outstanding amount is increased at the end of each month by the interest due for that period;
 - b. the Purchaser will, after being sent a demand by Smart Import Solutions to that end, be required to pay at least 15% of the total of the principal sum by way of extrajudicial costs and the late payment interest with an absolute **minimum van €250**. These are the fixed costs for collecting the invoice.
11. If the Purchaser fails to meet his payment obligation or obligations in time and, having been notified by Smart Import Solutions that payment is overdue and offered a period of 2 days in which to meet its payment obligations, fails to effect payment within this 2-day period, the Purchaser will owe interest at the statutory rate on the outstanding amount, and Smart Import Solutions will be entitled to pass on the extrajudicial collection costs it has incurred to the Purchaser.
12. The Extrajudicial Collection Costs (Standards) Act (WIK) determines the level of collection costs that may be charged on top of the invoice amount in the event of non-payment by a consumer. 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. Smart Import Solutions may derogate from the aforementioned amounts and percentages in favour of the Purchaser. This can be found on the [website](#) of the central government.

Article 14 - Complaint handling

1. The entrepreneur has a well-publicised complaints procedure and handles complaints in accordance with this complaints procedure.
2. Complaints regarding the execution of the agreement must be submitted to the entrepreneur in detail and clearly described within 7 days of the consumer discovering the defects.
3. The entrepreneur will respond to any submitted complaints within 14 days of the date of receipt. If a complaint requires a foreseeably longer processing time, the entrepreneur will respond within 14 days with a notice of receipt and an indication when the consumer can expect a more detailed answer.
4. If the complaint cannot be dealt with through mutual consultation, this will result in a dispute that is subject to the dispute settlement rules.
5. In the event of a complaint, a consumer must always first turn to the entrepreneur. If the webshop is affiliated with Stichting WebwinkelKeur and in the event of complaints that cannot be resolved in mutual consultation, the consumer must turn to Stichting WebwinkelKeur (webwinkelkeur.nl), which will provide mediation free of charge. Check whether this webshop is currently a member via <https://www.webwinkelkeur.nl/leden/>. If a solution can still not be found, the consumer has the option of having his complaint heard by the independent disputes committee appointed by Stichting WebwinkelKeur whose ruling is binding, and both entrepreneur and consumer accept this binding ruling. Presenting a

dispute to this disputes committee involves costs which the consumer must pay to the committee concerned. It is also possible to report complaints via the European ODR platform (<http://ec.europa.eu/odr>).

6. A complaint does not suspend the obligations of the entrepreneur unless the entrepreneur indicates otherwise in writing.
7. If the entrepreneur considers a complaint to be well-founded, the entrepreneur will replace or repair, at his discretion, the delivered products free of charge.

Article 15 - Disputes

1. Dutch law applies exclusively to agreements between the entrepreneur and the consumer that are related to these general terms and conditions. This is also the case if the consumer resides abroad.
2. The Vienna Convention on Contracts for the International Sale of Goods shall not apply.

Article 19: Additional or derogating provisions

Provisions that are supplementary or contrary to these general terms and conditions should not disadvantage the consumer and should be set out in writing or in such a manner that they can be stored by the consumer in an accessible manner on a permanent data carrier.