

# General Terms and Conditions SoftShackleShop

## Article 1 – Definitions

In these Terms and Conditions the following definitions are applicable:

- a) **Reflection period:** the term during which the consumer can execute the right of withdrawal.
- b) **Consumer:** the natural person not dealing on behalf of a company or profession and who comes to a (distance) agreement with SoftShackleShop.
- c) **Day:** calendar day
- d) **Right of Withdrawal:** the possibility for the consumer to terminate the distance agreement within the consideration term.
- e) **Standard form:** the model withdrawal form that SoftShackleShop makes available and the consumer can fill out if he wants to use his right of withdrawal.
- f) **SoftShackleShop:** the corporation who offers distance products to consumers, located in (3533 HJ) Utrecht on the Kanaalweg 108, phonenumber 06-40146244 and e-mail softshackleshop@gmail.com, Chamber of Commerce number 75836270 and VAT identification number NL.002397917.B59.
- g) **Continuing agreement:** a (distance) agreement related to a series of products of which the delivery obligation and the purchasing are spread over a period of time.
- h) **Distance agreement:** an agreement based on a corporate organized system of distance sales of products including the closing of an agreement using one or more techniques of distant communication.
- i) **Technique of distant communication:** a means that can be used to close an agreement without the consumer and SoftShackleShop have gathered together in the same place and at the same time.
- j) **Durable device:** any instrument which enables the recipient or SoftShackleShop to store information addressed personally to them in a way accessible to future reference for a period of time adequate to the purpose of the information and which allows the unchanged reproduction of the information stored.

## Article 2 – Application

1. These general terms and conditions apply to any offer of SoftShackleShop and to every finalized (distance) agreement and order between SoftShackleShop and consumer.

2. Before the (distance) agreement is concluded, the text of the general terms and conditions will be made available to the consumer. If this is reasonably not possible before the (distance) agreement is concluded, it will be indicated that the general terms and conditions are available at SoftShackleShop and on request will be sent to the consumer as soon as possible without extra costs.

3. If the (distance) agreement is concluded electronically, notwithstanding the previous article and before the (distance) agreement is concluded, the text of the general terms and conditions can be made available electronically to the consumer in such a way that the text can be saved in a simple way on a durable device. If this is reasonably not possible before the (distance) agreement is concluded it will be indicated where the consumer can find the general terms and conditions electronically and on request will be sent electronically or otherwise to the consumer without extra costs.

4. If one or more provisions of these terms and conditions at any time are in whole or partially invalid or destroyed, the agreement and these conditions will remain intact and the relevant provision will immediately be replaced by a provision that approaches the scope of the original as much as possible.

5. Situations that are not governed by these terms and conditions should be assessed 'in the spirit' of these terms and conditions.

6. Uncertainties regarding the interpretation or content of one or more provisions of these terms and conditions should be interpreted 'in the spirit' of these terms and conditions.

### **Article 3 – Offer**

1. If an offer has a limited validity or has other specifications, this will be explicitly mentioned in the offer.
2. The offer is non-committal. SoftShackleShop is entitled to change and adapt the offer.
3. The offer contains a complete and accurate description of the offered products. The description is sufficiently detailed to enable a proper consumer's assessment of the offer. The images used by SoftShackleShop are true representations of the products. Obvious mistakes and errors do not bind SoftShackleShop.
4. Each offer contains such information that it is clear for the consumer which rights and obligations are related to the offer when it is accepted by the consumer. This concerns in particular:
  - price inclusive taxes
  - possible costs of delivery/shipping
  - the manner in which the agreement will be concluded and the necessary proceedings
  - application of the right of withdrawal
  - the method of payment, delivery and execution of the contract
  - the deadline for accepting the offer or the period within which SoftShackleShop guarantees the price
  - if the agreement is archived after the conclusion and if so how to consult it for the consumer
  - the manner in which the consumer, before concluding the agreement, can check and if necessary also restore the information provided by him under the agreement
  - any other languages, besides Dutch, for the agreement
  - the minimum duration of the (distance) agreement in the event of a continuing agreement.

### **Article 4 – Agreement**

1. The agreement is finalized, subject to the provisions in paragraph 4, at the moment the consumer accepts the offer and meets the conditions.
2. If the consumer has accepted the offer electronically, SoftShackleShop confirms electronically that he has received the acceptance of the offer as soon as possible. As long as SoftShackleShop has not confirmed the acceptance, the consumer can terminate the agreement.
3. If the agreement is concluded electronically, SoftShackleShop will take appropriate technical and organizational measures to protect the electronic data transfer and will ensure a safe web environment. If the consumer can pay electronically, SoftShackleShop will take the necessary security measures.
4. SoftShackleShop can notify or check, within the legal framework, if the consumer can meet the payment obligations, and also check all important facts and factors which are

needed to finalize the distance agreement. If SoftShackleShop, based on research, has good reasons not to conclude the agreement then he is entitled to motivate and to refuse an order/request or he can connect special conditions to the execution of the offer.

5. Each agreement is entered into under the suspensory condition of sufficient availability of the products.

6. SoftShackleShop shall send the following information with the products, written or in such a manner that the consumer can store the data in an accessible way on a durable device:

- a) The address of the company for the consumer to file complaints.
- b) The conditions and the way how the consumer can execute the right of withdrawal and a clear indication related to the exclusion of the right of withdrawal.
- c) Information about after sales guarantees and services.
- d) The requirements for termination of the agreement if the agreement has a duration of one year or more or of if it has an indefinite duration. In case of a continuing agreement this is only applicable for the first delivery.

### **Article 5 - Pricing & payment**

1. During the validity period as mentioned in the offer, the prices of the offered products shall not be raised except for price changes due to changing VAT rates.

2. The in the offer mentioned prices include VAT.

3. Unless otherwise agreed, the amounts due have to be paid by the consumer within 7 days after entering the reflection period.

4. The consumer has the duty to notify SoftShackleShop about inaccuracies in the payment details.

5. In case of default by the consumer SoftShackleShop has, subject to legal restrictions, the right to charge the reasonable costs which are made known to the consumer in advance.

### **Article 6 - Conformity and guarantees**

1. SoftShackleShop ensures that the products measure up to the agreement, ensures the in the offer mentioned specifications, ensures reasonable requirements, soundness and or usefulness and ensures that on the date of the closing of the agreement it is in correspondence with the existing legal provisions and/or government regulations. If agreed SoftShackleShop also ensures that the product is suitable for other than normal use.

2. A guarantee provided by SoftShackleShop, manufacturer or importer does nothing to alter the rights and claims which the consumer has due to the agreement put forward against SoftShackleShop.

3. Any defects or faulty goods are to be reported to SoftShackleShop in writing within 14 days after delivery. Return of goods must be in original packaging and in new condition.

4. The warranty of SoftShackleShop corresponds to the manufacturer's warranty period.

SoftShackleShop, however, is never responsible for the suitability of the products for each individual application by the consumer, nor for any advice regarding the use or application of the products.

5. The warranty does not apply if:

- Consumer has repaired the products himself and / or had it repaired by third parties;
- The products supplied are exposed to abnormal conditions or otherwise careless handling or contrary to the instructions of SoftShackleShop and/or as mentioned on the packaging;
- The defect in whole or in part is the result of regulations that the government has made or will make regarding the nature or quality of the materials used.

### **Article 7 – Delivery**

1. SoftShackleShop shall exercise the utmost care with the reception and execution of orders of products.
2. The address that has been made known by the consumer to SoftShackleShop is considered to be the delivery place.
3. Taking into account what is stated in paragraph 4 of this article, SoftShackleShop shall execute the accepted orders expeditiously but not later than within 30 days unless a longer period has been agreed. If the delivery is delayed or if a delivery cannot or partially be executed, the consumer is notified about this no later than 30 days after he placed the order. In that case the consumer has the right to terminate the agreement without any further cost and he is entitled to compensation.
4. In the event of termination in accordance with the previous paragraph SoftShackleShop shall pay back the amount that the consumer has paid as soon as possible but no later than 30 days after the termination.
5. If the delivery of an ordered product appears to be impossible, SoftShackleShop shall strive to make available a replacement product. At least before the delivery it will be mentioned in a clear and understandable manner that a replacement product will be delivered. The right of withdrawal cannot be ruled out with regard to replacement products. The costs of a possible return shipment come at the expense of SoftShackleShop.
6. The risk of damage and/or loss of products rest with SoftShackleShop until the moment of delivery at the consumer, unless otherwise expressly agreed.

#### **Article 8 - Continuing agreements: duration, termination and extension**

1. If an agreement has a duration period of more than one year, the consumer may after one year terminate at any time with a notice period of not more than one month unless it would not be reasonable and fair to terminate before the end of the agreed duration.
2. The consumer can terminate at any time an agreement which has been entered for an indefinite period and which extends to regular delivery of products respecting the applicable termination rules of a notice of not more than one month.
3. The consumer can terminate at any time an agreement entered for a certain period and which extends to regular delivery of products at the end of the definite period respecting the applicable termination rules of a notice of not more than one month.
4. An agreement which has been entered for a definite time and which extends to a regular delivery of products may not automatically be extended or renewed for a fixed duration.

#### **Article 9 - Right of withdrawal**

1. After purchasing products the consumer has the possibility to disband the agreement without providing any reason during 14 days. The reflection period starts on the day after the consumer receives the product.
2. During the reflection period the consumer shall treat the product and the package carefully. He shall unpack or use the product only to that extent as far as it is necessary to judge if he wishes to keep the product. If he does want to execute the right of withdrawal, he shall return the product with all accessories and -if reasonably possible- in the original condition and packaging to SoftShackleShop, in accordance with the provided reasonable and clear instructions by SoftShackleShop.
3. If the consumer wishes to exercise his right of withdrawal, he is required to make this known to SoftShackleShop with the standard form within 14 days of receipt of the product. After the consumer has expressed its wish to exercise his right of withdrawal, the consumer must return the product within 14 days. The consumer must prove that the product is returned on time, for example by means of proof of shipment.

4. If the customer has not expressed its wish to exercise his right of withdrawal after the terms mentioned in this article, respectively has not returned the product to SoftShackleShop, the purchase is a fact.

#### **Article 10 - Costs of withdrawal**

1. If the consumer executes the right of withdrawal, he will not have to pay more than the costs of returning the product.
2. If the consumer has made a payment, SoftShackleShop shall pay back this amount as soon as possible but no later than within 14 days after the withdrawal if the product is received by SoftShackleShop.

#### **Article 11 - Exclusion right of withdrawal**

1. SoftShackleShop can exclude the right of withdrawal of the consumer for the products as mentioned in the following paragraph. The exclusion of the right of withdrawal applies only if SoftShackleShop has clearly mentioned this in the offer or at least in time before the conclusion of the agreement.
2. Exclusion of the right of withdrawal is only possible for the following products:
  - a) Which are made by SoftShackleShop according to specifications of the consumer
  - b) That are clearly personal in nature
  - c) Which cannot be returned because of their nature
  - d) That can spoil or age quickly
  - e) Whose price is bound to fluctuation on the financial market on which SoftShackleShop has no influence
  - f) For audio and video recordings and computer software of which the consumer has broken the seal.

#### **Article 12 – Complaints**

1. Complaints about the execution of the agreement must be described fully and clearly within reasonable time submitted to SoftShackleShop after the consumer has observed the defects.
2. The complaints submitted to SoftShackleShop will be answered within a period of 14 days from the day of receipt. If a complaint has a foreseeable longer processing time, SoftShackleShop will answer within 14 days an acknowledgement and an indication when the consumer will receive a more detailed answer.
3. A complaint does not suspend the consumers' obligations unless SoftShackleShop indicates otherwise.
4. If a complaint is accepted, SoftShackleShop will - at its choice – deliver a free replacement or repair the product.

#### **Article 13 - Governing law**

1. Dutch law exclusively applies to agreements between SoftShackleShop and consumer whereupon these general terms and conditions are related to.
2. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

#### **Article 14 - Additional and different provisions**

Additional or different provisions compared to the general terms and conditions may not be to the disadvantage of the consumer and should be set in writing in such a manner that the consumer can save these in an accessible way on a durable device.