

General Terms and Conditions for non-members of the Dutch Home Shopping Organisation [Nederlandse Thuiswinkelorganisatie]

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Article 1 – Definitions

In these terms and conditions, the following words shall have the following meanings:

1. **Reflection time:** The period within which the consumer can avail himself of his right of withdrawal;
2. **Consumer:** the natural person not acting in the exercise of his/her profession or business and entering into a distance agreement with the trader;
3. **Day:** calendar day;
4. **Extended duration transaction:** a remote agreement relating to a series of products and/or services, the delivery and/or acquisition of which is spread over a period of time;
5. **Durable data carrier:** every means that enables the consumer or trader to store information that is addressed to him in person, in a way that permits future consultation and unaltered reproduction of the stored information.
6. **Right of withdrawal:** The possibility for the consumer to revoke the remote agreement within the reflection time;
7. **Trader:** the natural person or legal entity offering products and/or services remotely to the consumer;
8. **Remote agreement:** an agreement whereby, within the context of a sales system for the remote sale of products and/or services organised by trader, up to the conclusion of the agreement, exclusive use is made of one or more technologies for remote communication;
9. **Technologies for remote communication:** a device that can be used to enter into an agreement, without the consumer and the trader having to be in the same room at the same time.

Article 2 – Identity of the trader

Ripca Webshop B.V. having its registered office in Lelystad
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Article 3 – Applicability

1. These general terms and conditions apply to any offer from the trader and to any agreement created remotely between the trader and the consumer.
2. The consumer will be provided with the text of these general terms and conditions prior to the conclusion of the agreement.
3. If this is not reasonably possible, then the trader should inform the consumer, before a remote agreement is concluded, that the general terms and conditions are available for inspection and that they will be sent to the consumer - free of charge - as soon as possible, at the consumer's request.

4. If the remote agreement is concluded electronically, then, contrary to the provisions of the preceding paragraph and before the agreement is concluded, the text of these general terms and conditions may be sent to the consumer electronically, in such a way that he can easily store them on a durable data carrier. If this is not reasonably possible, then the trader should inform the consumer, before a remote agreement is concluded, that the general terms and conditions are available for inspection and that they will be sent to the consumer - free of charge - as soon as possible, at the consumer's request.
5. In the event of specific conditions relating to a product or service, in addition to these general terms and conditions, the second and third paragraphs apply by analogy and, in the event of conflicting general terms and conditions, the consumer can always appeal to the applicable stipulation that is most favourable for him.

Article 4 - The offer

1. If an offer is subject to a limited period of validity or is made subject to conditions, this will be explicitly mentioned in the offer.
2. The offer contains a complete and accurate description of the products. The description is sufficiently detailed to enable the consumer to make a proper assessment of the offer. If the trader makes use of illustrations, these will be a true representation of the products and/or services being offered. The trader is not bound by obvious mistakes or errors contained in the offer.

Article 5 - The agreement

1. Subject to the provisions of paragraph 4, the agreement comes into effect when the consumer accepts the offer and fulfils the conditions prescribed therein.
2. If the consumer has accepted the offer electronically, the trader will immediately confirm receipt of acceptance of the offer electronically. The consumer can dissolve the agreement as long as the receipt of acceptance has not been confirmed.
3. If the agreement is concluded electronically, the trader will take appropriate technical and organisational measures to secure the electronic transfer of data and ensure a secure web environment. If the consumer can pay electronically, the trader will take the appropriate security measures for this purpose.
4. The trader may - within the limits of the law - ascertain whether the consumer is able to meet his payment obligations and enquire into all such facts and factors as are important for entering into the agreement responsibly. If on the basis of such investigations trader has good reasons not to enter into the agreement, he will be entitled to refuse an order or request, or to make the order or request subject to special conditions, stating his reasons for so doing.
5. The trader will send the consumer, together with the product or service, the following information, in writing, or in such a way that the consumer can store it on an accessible durable data carrier:
 - a. the visiting address of the branch of the trader where the consumer can lodge a complaint;
 - b. the conditions under which and the manner in which the consumer can avail himself of the right of withdrawal, or a clear statement relating to the exclusion of the right of withdrawal;
 - c. information on after-sales service and guarantees;
 - d. the information included in Article 4, paragraph 3 of these terms and conditions, unless the trader has already provided the consumer with that information prior to the performance of the agreement;
 - e. the requirements for terminating the agreement, if the duration of the agreement exceeds one year or if it is indefinite.
6. In the event of an extended duration transaction, the stipulation in the previous paragraph applies only to the first delivery.

Article 6 - Right of withdrawal

Upon delivery of products:

1. When purchasing products, the consumer has 7 working days in which to dissolve the agreement if he so wishes, without stating reasons. This period commences on the day after the product was received by the consumer or a representative previously designated by the consumer and announced to the trader.
2. The consumer may solely rely upon his right of withdrawal, if he returns the relevant products in their original and undamaged state.
3. During the reflection period, the consumer will handle the product and the packaging with due care and attention. If he avails himself of his right of withdrawal, he shall return the product with all the accessories supplied and in its original state and packaging to the trader.

Upon delivery of services:

4. When services are supplied, the consumer is able to dissolve the agreement, without stating reasons, during a minimum of 7 days, starting on the day that the agreement was concluded.
5. In order to use his right of withdrawal, the consumer will act in accordance with the reasonable and clear instructions that were provided by the trader when the offer was made and/or, at the latest, upon delivery.

Article 7 - Costs in case of withdrawal

1. If the consumer avails himself of his right of withdrawal, he shall be responsible only for the costs of sending the product back.
2. If the consumer has paid a certain sum of money, the trader shall refund that money as soon as possible, but no later than 30 days after the product has been returned or the agreement revoked.

Article 8 - Precluding the right of withdrawal

1. The trader may preclude the consumer from invoking his right of withdrawal insofar as provided for in paragraphs 2 and 3. The trader can only preclude the consumer from having a right of withdrawal if the trader clearly stated this fact when making the offer, or at least in good time before concluding the Agreement.
2. Preclusion from the right of withdrawal is only possible for products:
 - a. that the trader has developed in accordance with the consumer's specifications;
 - b. that are clearly of a personal nature;
 - c. that cannot be returned due to their nature;
 - d. that are prone to rapid decay or obsolescence;
 - e. that are subject to fluctuations in the financial market over which the trader has no influence;
 - f. for individual newspapers and magazines;
 - g. for audio- and video recordings and computer software of which the consumer has broken the seal.
3. Preclusion from the right of withdrawal is only possible for services:
 - a. relating to accommodation, transport, restaurant business or leisure activities to be carried out on a given date or during a given period;
 - b. the supply of which commenced, with the explicit consent of the consumer, before the reflection period had lapsed;
 - c. relating to bets and lotteries.

Article 9 - The price

1. The prices for the products and/or services will not be increased during the period of validity indicated in the offer, except for price changes brought about by changes in VAT rates.
2. Contrary to the provisions of the preceding paragraph, the trader may offer products or services at variable prices, if these are subject to fluctuations in the financial market over which the trader has no influence. The offer must refer to these fluctuations and the fact that any prices quoted are recommended prices.
3. Price increases within 3 months after the agreement was concluded are only permitted if they are the result of statutory regulations or stipulations.
4. Price increases more than 3 months after the agreement was concluded are only permitted if this was stipulated by the trader and:
 - a) these are the result of statutory regulations or stipulations; or
 - b. the consumer is entitled to dissolve the agreement by the date that the price increase takes effect.
5. The prices quoted in the offer for products or services are in Euro and exclusive of VAT.

Article 10 - Conformity and Guarantee

1. The trader guarantees that the products and/or services comply with the agreement, the specifications stipulated in the offer, the reasonable requirements regarding reliability and/or usability and serviceability, and statutory stipulations and/or government regulations that applied on the date on which the agreement was concluded. If agreed the trader also guarantees that the product is suited for other than normal designation.
2. A guarantee arrangement offered by the trader, manufacturer or importer does not affect the legal rights and claims that a consumer, as a result of the agreement, can enforce against the trader.

Article 11 - Delivery and execution

1. The trader will take the greatest possible care when receiving and implementing orders for products and when assessing applications for the provision of services.
2. The place of delivery will be the address that the consumer makes known to the trader.
3. Subject to the provisions of Article 4 of these general terms and conditions, the trader will execute accepted orders with all due speed, within 30 days at the latest, unless a longer period of delivery has been agreed. If delivery is subject to delay, or if an order cannot be fulfilled, or only partially, the consumer will be informed of this by no later than 30 days after he placed the order. In that case, the consumer is entitled to dissolve the agreement, free of charge, but without entitlement to claim any compensation from the trader.
4. If the agreement is dissolved as described in the preceding paragraph, the trader will refund any money that the consumer has paid as soon as possible, but by no later than 30 days after dissolution.
5. If the product is not or no longer in stock, the trader shall make every effort to offer an equivalent replacement product. The consumer shall be notified, no later than at the time of delivery and in a clear and comprehensible manner, that a replacement product will be delivered. With replacement products, the right of withdrawal cannot be excluded. The costs of returns, where applicable, shall be borne by the trader.
6. The risk of damage and/or loss of products rests upon the trader up to the moment of delivery to the consumer or a representative previously designated by the consumer and announced to the trader, unless this has explicitly been agreed otherwise.

Article 12 - Extended duration transactions: duration, termination and renewal

Notice of termination

1. The consumer has a right at all times to terminate an open-ended agreement that was concluded for the regular supply of products (including electricity) or services, subject to the agreed termination rules and a period of notice that does not exceed one month.
2. The consumer has a right at all times to terminate a fixed-term agreement that was concluded for the regular supply of products (including electricity) or services at the end of the fixed-term, subject to the agreed termination rules and a period of notice that does not exceed one month.
3. With respect to agreements as described in the preceding paragraphs, the consumer can:
 - o terminate them at all times and not be limited to termination at a specific time or during a specific period;
 - o terminate them in the same way as that in which they were concluded;
 - o always terminate them subject to the same period of notice as that stipulated for the trader.

Prolongation

4. A fixed-term agreement that was concluded for the regular supply of products (including electricity) or services may not be automatically prolonged or renewed for a fixed period of time.
5. In derogation from that which is stated in the previous paragraph, a fixed-term agreement that has been concluded for the regular supply of daily or weekly newspapers or magazines may be automatically prolonged for a fixed term that does not exceed three months, if the consumer is at liberty to terminate this prolonged agreement towards the end of the prolongation, with a period of notice that does not exceed one month.
6. A fixed-term agreement that has been concluded for the regular supply of products or services may only be automatically prolonged for an indefinite period of time if the consumer has at all times the right to terminate, with a period of notice that does not exceed one month and, in the case of an agreement to supply daily or weekly newspapers or magazines regularly but less than once per month, a period that does not exceed three months.
7. A fixed-term agreement for the regular supply, by way of introduction, of daily or weekly newspapers and magazines (trial subscriptions or introductory subscriptions) will not be automatically prolonged and will automatically terminate at the end of the trial period or introductory period.

Duration

8. If the fixed term of an agreement exceeds one year, then after one year the consumer has at all times a right to terminate, with a period of notice that does not exceed one month, unless reasonableness and fairness dictate that premature termination of the agreement would be unacceptable.

Article 13 - Payment

1. As far as no other date has been agreed, sums payable by the consumer should be paid within 14 days after the start of the withdrawal period as stipulated in Article 6 paragraph 1. In the case of

an agreement to provide a service this 14 days start on the moment the consumer receives the trader's confirmation of the agreement.

2. When selling products to consumers, the general terms and conditions may never stipulate an advance payment in excess of 50%. Where advance payment is stipulated, the consumer cannot invoke any rights whatsoever in relation to the implementation of the order or service(s) in question before the stipulated advance payment has been made.
3. The consumer is obliged to report immediately to the trader any inaccuracies in payment data provided or stated.
4. In the event of non-payment on the part of the consumer, the trader has the right, subject to statutory limitations, to charge the consumer reasonable costs about which the consumer was informed in advance. Reasonable costs are based on the graduated scale of tariffs of the subdistrict courts, currently the calculation according to the Recommendations of the Netherlands Committee for the Administration of Justice II [Aanbevelingen van Commissie Voorwerk II], as published on the website www.rechtspraak.nl.

Article 14 - Complaints procedure

1. The trader provides for a complaints procedure that has been given sufficient publicity, and will deal with a complaint in accordance with this complaints procedure.
2. Complaints about exercising the agreement must be submitted to the trader without delay, in their entirety and clearly defined, after the consumer has discovered the defects.
3. A reply to complaints submitted to the trader will be provided within a period of 7 days, calculated from the date of receipt. If it is anticipated that a complaint will require a longer processing time, then the trader will reply within 14 days, confirming receipt and indicating when the consumer can expect a more elaborate reply.
4. If the complaint cannot be solved in joint consultation, then it becomes a dispute that is subject to the disputes settlement scheme.

Article 15 - Disputes

1. Agreements entered into between a trader and a consumer and which are subject to these general terms and conditions are subject only to Dutch law.
2. All disputes arising between the trader and the consumer will be submitted for arbitration to the competent Court under which the domicile of the trader falls.

Article 16 - Supplementary or deviating provisions

Any additional provisions or provisions deviating from these general terms and conditions should not be to the detriment of the consumer, and should be drawn up in writing in such a manner that they can be stored by the consumer on a durable data carrier that is accessible to the consumer.