

# TERMS AND CONDITIONS - THE BLONDE

## MYSTICAL GIRL

### ARTICLE 1 - DEFINITIONS

IN THESE TERMS AND CONDITIONS, THE FOLLOWING DEFINITIONS APPLY:

REFLECTION PERIOD: THE PERIOD WITHIN WHICH THE CONSUMER CAN MAKE USE OF HIS

RIGHT OF WITHDRAWAL

CONSUMER: THE NATURAL PERSON WHO DOES NOT ACT IN THE COURSE OF A PROFESSION OR BUSINESS AND WHO ENTERS INTO A DISTANCE CONTRACT WITH THE ENTREPRENEUR

DAY: CALENDAR DAY

DURATION TRANSACTION: A DISTANCE CONTRACT WITH REGARD TO A SERIES OF PRODUCTS AND/OR SERVICES, THE DELIVERY AND/OR PURCHASE OBLIGATION OF WHICH IS SPREAD OVER TIME

DURABLE DATA CARRIER: ANY MEANS THAT ENABLES THE CONSUMER OR ENTREPRENEUR TO STORE INFORMATION THAT IS PERSONALLY ADDRESSED TO HIM IN A WAY THAT ALLOWS FUTURE CONSULTATION AND UNALTERED REPRODUCTION OF THE STORED INFORMATION.

RIGHT OF WITHDRAWAL: THE OPTION FOR THE CONSUMER TO CANCEL THE DISTANCE CONTRACT WITHIN THE COOLING-OFF PERIOD

ENTREPRENEUR: THE NATURAL OR LEGAL PERSON WHO OFFERS PRODUCTS AND/OR SERVICES TO CONSUMERS AT A DISTANCE

DISTANCE CONTRACT: AN AGREEMENT IN WHICH, IN THE CONTEXT OF A SYSTEM ORGANIZED BY THE ENTREPRENEUR FOR THE DISTANCE SELLING OF PRODUCTS AND/OR SERVICES, UP TO AND INCLUDING THE CONCLUSION OF THE AGREEMENT, EXCLUSIVE USE IS MADE OF ONE OR MORE TECHNIQUES FOR DISTANCE COMMUNICATION

TECHNIQUE FOR DISTANCE COMMUNICATION: MEANS THAT CAN BE USED TO CONCLUDE AN AGREEMENT, WITHOUT THE CONSUMER AND ENTREPRENEUR MEETING SIMULTANEOUSLY IN THE SAME ROOM.

### ARTICLE 2 - IDENTITY OF THE ENTREPRENEUR

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### **ARTICLE 3 – APPLICABILITY**

THESE GENERAL TERMS AND CONDITIONS APPLY TO EVERY OFFER FROM THE ENTREPRENEUR AND TO EVERY DISTANCE CONTRACT CONCLUDED BETWEEN THE ENTREPRENEUR AND THE CONSUMER.

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, BEFORE THE DISTANCE CONTRACT IS CONCLUDED, IT WILL BE INDICATED THAT THE GENERAL TERMS AND CONDITIONS CAN BE VIEWED AT THE ENTREPRENEUR AND THEY WILL BE SENT FREE OF CHARGE AS SOON AS POSSIBLE AT THE REQUEST OF THE CONSUMER.

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 THE 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.

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 FAVORABLE TO HIM IN THE EVENT OF CONFLICTING GENERAL TERMS AND CONDITIONS.

#### **ARTICLE 4 - THE OFFER**

IF AN OFFER HAS A LIMITED PERIOD OF VALIDITY OR IS MADE SUBJECT TO CONDITIONS, THIS WILL BE EXPRESSLY STATED IN THE OFFER.

THE OFFER CONTAINS A COMPLETE AND ACCURATE DESCRIPTION OF THE PRODUCTS AND/OR SERVICES OFFERED. 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 AND/OR SERVICES OFFERED. OBVIOUS MISTAKES OR OBVIOUS ERRORS IN THE OFFER ARE NOT BINDING ON THE ENTREPRENEUR.

EACH OFFER CONTAINS SUCH INFORMATION THAT IT IS 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 COSTS OF DELIVERY;

THE MANNER IN WHICH THE AGREEMENT WILL BE CONCLUDED AND WHICH ACTIONS ARE REQUIRED FOR THIS;

WHETHER OR NOT THE RIGHT OF WITHDRAWAL APPLIES;

THE METHOD OF PAYMENT, DELIVERY AND EXECUTION OF THE AGREEMENT;

THE TERM FOR ACCEPTANCE OF THE OFFER, OR THE TERM WITHIN WHICH THE ENTREPRENEUR GUARANTEES THE PRICE;

THE AMOUNT OF THE RATE FOR DISTANCE COMMUNICATION IF THE COSTS OF USING THE TECHNOLOGY FOR DISTANCE COMMUNICATION ARE CALCULATED ON A BASIS OTHER THAN THE REGULAR BASE RATE FOR THE MEANS OF COMMUNICATION USED;

WHETHER THE AGREEMENT WILL BE ARCHIVED AFTER ITS CONCLUSION, AND IF SO, HOW IT CAN BE CONSULTED BY THE CONSUMER;

THE WAY IN WHICH THE CONSUMER, BEFORE CONCLUDING THE AGREEMENT, CAN CHECK AND, IF DESIRED, RESTORE THE DATA PROVIDED BY HIM IN THE CONTEXT OF THE AGREEMENT;

THE CODES OF CONDUCT TO WHICH THE ENTREPRENEUR IS SUBJECT AND THE WAY IN WHICH THE CONSUMER CAN CONSULT THESE CODES OF CONDUCT ELECTRONICALLY; AND  
THE MINIMUM DURATION OF THE DISTANCE CONTRACT IN THE CASE OF A LONG-TERM TRANSACTION.

#### **ARTICLE 5 - THE AGREEMENT**

SUBJECT TO THE PROVISIONS OF PARAGRAPH 4, THE AGREEMENT IS CONCLUDED AT THE TIME OF ACCEPTANCE BY THE CONSUMER OF THE OFFER AND THE FULFILLMENT OF THE ASSOCIATED CONDITIONS.

IF THE CONSUMER HAS ACCEPTED THE OFFER ELECTRONICALLY, THE ENTREPRENEUR WILL IMMEDIATELY CONFIRM RECEIPT OF THE ACCEPTANCE OF THE OFFER ELECTRONICALLY. AS LONG AS THE RECEIPT OF THIS ACCEPTANCE HAS NOT BEEN CONFIRMED BY THE ENTREPRENEUR, THE CONSUMER CAN DISSOLVE THE AGREEMENT.

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.

THE ENTREPRENEUR CAN INFORM HIMSELF - WITHIN LEGAL FRAMEWORKS - 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 EXECUTION.

THE ENTREPRENEUR WILL SEND THE FOLLOWING INFORMATION TO THE CONSUMER WITH THE PRODUCT OR SERVICE, IN WRITING OR IN SUCH A WAY THAT IT CAN BE STORED BY THE CONSUMER IN AN ACCESSIBLE MANNER ON A DURABLE DATA CARRIER:

- THE CONDITIONS UNDER WHICH AND THE MANNER IN WHICH THE CONSUMER CAN MAKE USE OF THE RIGHT OF WITHDRAWAL, OR A CLEAR STATEMENT REGARDING THE EXCLUSION OF THE RIGHT OF WITHDRAWAL;
- THE INFORMATION ABOUT WARRANTIES AND EXISTING AFTER-SALES SERVICE;
- THE INFORMATION INCLUDED IN ARTICLE 4 PARAGRAPH 3 OF THESE TERMS AND CONDITIONS, UNLESS THE ENTREPRENEUR HAS ALREADY PROVIDED THIS INFORMATION TO THE CONSUMER BEFORE THE EXECUTION OF THE AGREEMENT;
- THE REQUIREMENTS FOR TERMINATION OF THE AGREEMENT IF THE AGREEMENT HAS A DURATION OF MORE THAN ONE YEAR OR IS OF INDEFINITE DURATION.

IN THE CASE OF A LONG-TERM TRANSACTION, THE PROVISION IN THE PREVIOUS PARAGRAPH ONLY APPLIES TO THE FIRST DELIVERY.

#### **ARTICLE 6 - RIGHT OF WITHDRAWAL**

WHEN PURCHASING PRODUCTS, THE CONSUMER HAS THE OPTION TO DISSOLVE THE AGREEMENT WITHOUT STATING REASONS DURING 14 DAYS. THIS REFLECTION PERIOD STARTS ON THE DAY AFTER RECEIVING OF THE PRODUCT BY THE CONSUMER OR A REPRESENTATIVE DESIGNATED IN ADVANCE BY THE CONSUMER AND MADE KNOWN TO THE ENTREPRENEUR.

DURING THE COOLING-OFF PERIOD, THE CONSUMER WILL HANDLE THE PRODUCT AND THE PACKAGING WITH CARE. HE WILL ONLY UNPACK OR USE THE PRODUCT TO THE EXTENT NECESSARY TO ASSESS WHETHER HE WISHES TO KEEP THE PRODUCT. IF HE MAKES USE OF HIS RIGHT OF WITHDRAWAL, HE WILL RETURN THE PRODUCT WITH ALL ACCESSORIES SUPPLIED AND IN THE ORIGINAL CONDITION AND PACKAGING TO THE ENTREPRENEUR, IN ACCORDANCE WITH THE REASONABLE AND CLEAR INSTRUCTIONS PROVIDED BY THE ENTREPRENEUR.

#### **ARTICLE 7 - COSTS IN CASE OF WITHDRAWAL**

IF THE CONSUMER MAKES USE OF HIS RIGHT OF WITHDRAWAL, THE COSTS OF RETURN WILL BE FOR HIS ACCOUNT.

IF THE CONSUMER HAS PAID AN AMOUNT, THE ENTREPRENEUR WILL REFUND THIS AMOUNT AS SOON AS POSSIBLE, BUT NO LATER THAN 30 DAYS AFTER THE RETURN OR WITHDRAWAL.

#### **ARTICLE 8 - EXCLUSION RIGHT OF WITHDRAWAL**

THE ENTREPRENEUR CAN EXCLUDE THE CONSUMER'S RIGHT OF WITHDRAWAL INSOFAR AS PROVIDED FOR IN PARAGRAPHS 2 AND 3. THE EXCLUSION OF THE RIGHT OF WITHDRAWAL ONLY APPLIES IF THE ENTREPRENEUR HAS STATED THIS CLEARLY IN THE OFFER, AT LEAST IN GOOD TIME BEFORE THE CONCLUSION OF THE AGREEMENT.

EXCLUSION OF THE RIGHT OF WITHDRAWAL IS ONLY POSSIBLE FOR PRODUCTS:

- A. THAT HAVE BEEN ESTABLISHED BY THE ENTREPRENEUR IN ACCORDANCE WITH THE CONSUMER'S SPECIFICATIONS;
- B. WHICH ARE CLEARLY PERSONAL IN NATURE;
- C. WHICH BY THEIR NATURE CANNOT BE RETURNED;
- D. WHICH CAN SPOIL OR AGE QUICKLY;
- E. THE PRICE OF WHICH IS SUBJECT TO FLUCTUATIONS IN THE FINANCIAL MARKET OVER WHICH THE ENTREPRENEUR HAS NO INFLUENCE;
- F. FOR LOOSE NEWSPAPERS AND MAGAZINES;
- G. FOR AUDIO AND VIDEO RECORDINGS AND COMPUTER SOFTWARE OF WHICH THE CONSUMER HAS BROKEN THE SEAL.

EXCLUSION OF THE RIGHT OF WITHDRAWAL IS ONLY POSSIBLE FOR SERVICES:

- A. CONCERNING ACCOMMODATION, TRANSPORT, RESTAURANT BUSINESS OR LEISURE ACTIVITIES TO BE CARRIED OUT ON A SPECIFIC DATE OR DURING A SPECIFIC PERIOD;
- B. THE DELIVERY OF WHICH HAS STARTED WITH THE EXPRESS CONSENT OF THE CONSUMER BEFORE THE COOLING-OFF PERIOD HAS EXPIRED;
- C. CONCERNING BETTING AND LOTTERIES.

#### **ARTICLE 9 - THE PRIZE**

DURING THE PERIOD OF VALIDITY STATED IN THE OFFER, THE PRICES OF THE PRODUCTS AND/OR SERVICES OFFERED WILL NOT BE INCREASED, EXCEPT FOR PRICE CHANGES AS A RESULT OF CHANGES IN VAT RATES.

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. THIS DEPENDENCE ON FLUCTUATIONS AND THE FACT THAT ANY PRICES STATED ARE TARGET PRICES ARE STATED IN THE OFFER.

PRICE INCREASES WITHIN 3 MONTHS AFTER THE CONCLUSION OF THE AGREEMENT ARE ONLY PERMITTED IF THEY ARE THE RESULT OF STATUTORY REGULATIONS OR PROVISIONS.

PRICE INCREASES FROM 3 MONTHS AFTER THE CONCLUSION OF THE AGREEMENT ARE ONLY PERMITTED IF THE ENTREPRENEUR HAS STIPULATED THIS AND:

- THESE ARE THE RESULT OF STATUTORY REGULATIONS OR PROVISIONS; OR
- THE CONSUMER HAS THE RIGHT TO CANCEL THE AGREEMENT WITH EFFECT FROM THE DAY ON WHICH THE PRICE INCREASE TAKES EFFECT.
- THE PRICES STATED IN THE OFFER OF PRODUCTS OR SERVICES INCLUDE VAT.

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 EXISTING ON THE DATE OF THE CONCLUSION OF THE AGREEMENT AND /OR GOVERNMENT REGULATIONS. IF AGREED, THE ENTREPRENEUR ALSO GUARANTEES THAT THE PRODUCT IS SUITABLE FOR OTHER THAN NORMAL USE.

A GUARANTEE PROVIDED BY THE ENTREPRENEUR, MANUFACTURER OR IMPORTER DOES NOT AFFECT THE LEGAL RIGHTS AND CLAIMS THAT THE CONSUMER CAN ASSERT AGAINST THE ENTREPRENEUR ON THE BASIS OF THE AGREEMENT.

## **ARTICLE 11 - DELIVERY AND EXECUTION**

THE ENTREPRENEUR WILL TAKE THE GREATEST POSSIBLE CARE WHEN RECEIVING AND EXECUTING ORDERS FOR PRODUCTS AND WHEN ASSESSING APPLICATIONS FOR THE PROVISION OF SERVICES.

THE PLACE OF DELIVERY IS THE ADDRESS THAT THE CONSUMER HAS MADE KNOWN TO THE COMPANY. UNLESS THE DELIVERY COMPANY HAS RESTRICTED POLICIES ON SHIPPING AND DELIVERY OR SKIPPED HOME DELIVERIES ALL TOGETHER.

WITH DUE OBSERVANCE OF WHAT IS STATED IN ARTICLE 4 OF THESE GENERAL TERMS AND CONDITIONS, THE COMPANY WILL EXECUTE ACCEPTED ORDERS EXPEDITIOUSLY BUT AT THE LATEST WITHIN 30 DAYS, UNLESS A LONGER 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.

IN THE EVENT OF DISSOLUTION IN ACCORDANCE WITH THE PREVIOUS PARAGRAPH, THE ENTREPRENEUR WILL REFUND THE AMOUNT THAT THE CONSUMER HAS PAID AS SOON AS POSSIBLE, BUT NO LATER THAN 30 DAYS AFTER DISSOLUTION.

IF DELIVERY OF AN ORDERED PRODUCT PROVES TO BE IMPOSSIBLE, THE ENTREPRENEUR WILL MAKE EVERY EFFORT TO MAKE A REPLACEMENT ITEM AVAILABLE. AT THE LATEST UPON DELIVERY, IT WILL BE STATED IN A CLEAR AND COMPREHENSIBLE MANNER THAT A REPLACEMENT ITEM IS BEING DELIVERED. FOR REPLACEMENT ITEMS RIGHT OF WITHDRAWAL CAN NOT BE EXCLUDED. THE COSTS OF ANY RETURN SHIPMENT ARE FOR THE ACCOUNT OF THE ENTREPRENEUR.

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 12 - DURATION TRANSACTIONS: DURATION, TERMINATION AND RENEWAL**

### **CANCELLATION**

THE CONSUMER CAN TERMINATE AN AGREEMENT THAT HAS BEEN ENTERED INTO FOR AN INDEFINITE PERIOD AND WHICH EXTENDS TO THE REGULAR DELIVERY OF PRODUCTS (INCLUDING ELECTRICITY) OR SERVICES, WITH DUE OBSERVANCE OF THE AGREED CANCELLATION RULES AND A NOTICE PERIOD OF NO MORE THAN ONE MONTH.

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, SUBJECT TO THE AGREED CANCELLATION RULES AND A NOTICE PERIOD OF AT LEAST MAXIMUM ONE MONTH.

THE CONSUMER CAN CONCLUDE THE AGREEMENTS REFERRED TO IN THE PREVIOUS PARAGRAPHS:

- CANCEL AT ANY TIME AND ARE NOT LIMITED TO CANCELLATION AT A SPECIFIC TIME OR PERIOD;
- AT LEAST CANCEL IN THE SAME WAY AS THEY ENTERED INTO BY HIM;
- ALWAYS CANCEL WITH THE SAME NOTICE PERIOD AS THE ENTREPRENEUR HAS STIPULATED FOR HIMSELF.

### **EXTENSION**

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.

CONTRARY TO THE PREVIOUS PARAGRAPH, A CONTRACT THAT HAS BEEN ENTERED INTO FOR A DEFINITE PERIOD AND WHICH EXTENDS TO THE REGULAR DELIVERY OF DAILY NEWS AND WEEKLY NEWSPAPERS AND MAGAZINES MAY BE TACITLY EXTENDED FOR A FIXED TERM OF A MAXIMUM OF THREE MONTHS,

IF THE CONSUMER OPPOSES THIS EXTENDED CONTRACT. CAN TERMINATE THE END OF THE EXTENSION WITH A NOTICE PERIOD OF NO MORE THAN ONE MONTH.

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 MAY CANCEL AT ANY TIME WITH A NOTICE PERIOD OF AT MOST ONE MONTH AND A NOTICE PERIOD OF AT MOST THREE MONTHS IF THE AGREEMENT EXTENDS TO THE REGULAR, BUT LESS THAN ONCE A MONTH, DELIVERY OF DAILY, NEWS AND WEEKLY NEWSPAPERS AND MAGAZINES.

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.

### **ARTICLE 13 - COMPLAINTS PROCEDURE**

THE ENTREPRENEUR HAS A SUFFICIENTLY PUBLICIZED COMPLAINTS PROCEDURE AND HANDLES THE COMPLAINT IN ACCORDANCE WITH THIS COMPLAINTS PROCEDURE.

COMPLAINTS ABOUT THE IMPLEMENTATION OF THE AGREEMENT MUST BE SUBMITTED TO THE ENTREPRENEUR, FULLY AND CLEARLY DESCRIBED, WITHIN A REASONABLE TIME, AFTER THE CONSUMER HAS DISCOVERED THE DEFECTS.

COMPLAINTS SUBMITTED TO THE ENTREPRENEUR WILL BE ANSWERED WITHIN A PERIOD OF 14 DAYS 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.

### **ARTICLE 14 - DISPUTES**

ONLY DUTCH LAW APPLIES TO AGREEMENTS BETWEEN THE ENTREPRENEUR AND THE CONSUMER TO WHICH THESE GENERAL TERMS AND CONDITIONS APPLY.

**ARTICLE 15 - ADDITIONAL OR DEVIATING 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.