

GENERAL TERMS AND CONDITIONS

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ARTICLE 1 - DEFINITIONS

The following definitions apply to these conditions:

1. **Additional agreement:** a contract in which the consumer acquires digital content, products and/or services in connection with a distance contract and these matters. Digital content and/or services are provided by the merchant or by a third party on the basis of an agreement between that third party and the merchant;
2. **Withdrawal period:** the period within which the consumer can make use of his/her right of withdrawal;
3. **Consumer:** the natural person who is not acting within the capacity of a profession or a business;
4. **Day:** calendar day;
5. **Digital content:** data that is produced and supplied in digital form;
6. **Extended duration transaction:** a distance contract relating to a series of products and/or services, the delivery and/or acquisition of which is spread over a period of time;
7. **Durable medium:** every means - including e-mail - that enables the consumer or merchant to store information that is addressed to him/her in person, in a way that permits future consultation and unaltered reproduction of the stored information;
8. **Withdrawal right:** the possibility for a consumer to waive the distance contract within the withdrawal period;
9. **Merchant:** the natural or legal person who is offering products, (access to) digital content and/or services to consumers over distance;

10. **Distance contract:** a contract, entered by the consumer, involving the sole use of one or more techniques for distance communication within a system organized by the merchant for the distance sale of products, (access to) digital content and/or services, up to and including the moment that the contract is concluded;
11. **Model withdrawal form:** the return form attached to these terms and conditions, based on the European model withdrawal form;
12. **Technique for distance communication:** a means that can be used for concluding a contract, without the consumer and the merchant being in the same place at the same time.

ARTICLE 2 - IDENTITY OF THE MERCHANT

Name merchant: W. B. van der Haar

Trading as: Retrofitlab.com

Registered address: Tolweg 2W
3851 SK Ermelo
Nederland

Telephone number: +31 (0)341 - 82 02 20

Business hours: Monday to Friday from 09:00-17:00 hour

E-mail address: info@retrofitlab.com

Chamber of Commerce number: 66362202

VAT identification number: NL856513374B01

ARTICLE 3 - APPLICABILITY

1. These general conditions apply to every offer from the merchant and to every distance contract that is concluded between the merchant and a consumer.
2. The consumer will be provided with the text of these general conditions prior to the conclusion of a contract. If this is not reasonably possible, then the merchant should inform the consumer, before a distance agreement is concluded, that the general 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.
3. If the distance contract is concluded electronically, then, contrary to the previous paragraph, and before the contract is concluded, the text of these general conditions may be sent to the consumer electronically, in such a way that he/she can easily store them on a durable medium. If this is not reasonably possible, then prior to concluding the contract, the consumer will be informed where the general conditions can be accessed electronically and that, upon request, they will be sent to him/her – free of charge – either electronically or in some other way.
4. In the event of specific conditions relating to a product or service, in addition to these general conditions, the second and third paragraphs apply by analogy and, in the event of conflicting general conditions, the consumer can always appeal to the applicable stipulation that is most favourable for him/her.

ARTICLE 4 - THE OFFER

1. If an offer is subject to a limited period of validity, or is concluded subject to conditions, this will be explicitly mentioned in the offer.

2. The offer contains a complete and accurate description of the products, (access to) digital content and/or services being offered. The description is sufficiently detailed to enable the consumer to make a proper assessment of the offer. If the merchant makes use of illustrations, these will be a true representation of the products and/or services being offered. The merchant is not bound by obvious mistakes or errors in the offer.
3. Every offer will contain such information that it is clear to the customer what rights and obligations are involved in accepting the offer.

ARTICLE 5 - THE CONTRACT

1. The contract is concluded, subject to that which is stipulated in paragraph 4, at the moment at which the consumer accepts the offer and the applicable conditions have been fulfilled.
2. If the consumer has accepted the contract electronically, the merchant will immediately confirm receipt of acceptance of the offer electronically. The consumer can dissolve the contract as long as the receipt of acceptance has not been confirmed.
3. If the contract is concluded electronically, the merchant will take appropriate technical and organizational measures to secure the electronic transfer of data and ensure a safe web environment. If the consumer is able to pay electronically, the merchant will observe appropriate security measures.
4. The merchant may obtain information – in accordance with statutory frameworks – about the consumer's ability to fulfill his payment obligations, and also about facts and factors that are important for a responsible conclusion of the distance contract. If that research provides the merchant with good grounds for declining to conclude the contract, then he has the right to reject an order or application or to bind its implementation to special conditions, thereby stating his/her grounds.
5. The merchant will send to the consumer, at the latest upon delivery of the product, service and/or (access to) digital content, the following information, in writing, or in such a way that the consumer can store it on an accessible durable medium:
 - a. the address of the merchant's business where the consumer can lodge a complaint;
 - b. the conditions under which the consumer can use the right of withdrawal, and how to do so, or a clear statement relating to the exclusion of the right of withdrawal;
 - c. information on existing after-sales service and guarantees;
 - d. the price including all taxes of the product, service, or (access to) digital content; where applicable the costs of delivery; and the arrangements for payment, delivery or performance of the distance contract;
 - e. the requirements for terminating the contract, if the duration of the contract exceeds one year or if it is indefinite;
 - f. if the consumer has a right of withdrawal, the model withdrawal form.
6. Where the merchant has undertaken to supply a series of products or services, the stipulation in the previous paragraph applies only to the first delivery.

ARTICLE 6 - RIGHT OF WITHDRAWAL

In case of delivery of products:

1. When purchasing products, a consumer is able to dissolve the contract, without stating reasons, during the cooling-off period of at least 14 days. The merchant may ask the consumer for the reason of withdrawal, but the consumer is not required to explain his reason(s).
2. This cooling-off period commences on the day after the product was received by or on behalf of the consumer or:

- a. if the consumer has ordered multiple products in the same order: the day on which the final product was received by or on behalf of the consumer. The merchant may refuse an order of several products with different delivery times when he informed the consumer clearly about this prior to the ordering process;
- b. if the supply of a product consists of several parts or shipments: the day on which the final shipment or piece was received by or on behalf of the consumer;
- c. in the case of contracts for regular delivery of products over a period of time: the day on which the first product was received by or on behalf of the consumer.

In case of delivery of services and/or (access to) digital content which are not supplied on a tangible medium:

3. When services and/or (access to) digital content - which are not supplied on a tangible medium - are supplied, a consumer is able to dissolve the contract, without stating reasons, during the cooling-off period of at least 14 days. The merchant may ask the consumer for the reason of withdrawal, but the consumer is not required to explain his reason(s).
4. This cooling-off period commences on the day after the conclusion of the agreement.

Extended cooling-off period for products, services and (access to) digital content which are not supplied on a tangible medium when not informed about right of withdrawal:

5. If the merchant has not supplied the consumer with the regulatory information about the right of withdrawal, or the model withdrawal form, the cooling-off period runs until 12 months after the end of the original, set in accordance with the previous paragraphs of this article, cooling-off period.
6. If the merchant has supplied the customer with the information, referred to in the previous paragraph within 12 months of the effective date of the initial cooling-off period, the cooling-off period expires 14 days after the day on which the consumer has received that information.

ARTICLE 7 - OBLIGATIONS OF THE CONSUMER DURING THE COOLING-OFF PERIOD

1. During the cooling-off period the consumer will treat the product and its packaging with care. He will only unpack or use the product to the extent that is necessary in order to determine whether he wishes to retain the product. A good starting point is that the consumer should only handle and inspect the product as he would be allowed to do in a store.
2. The consumer shall only be liable for depreciation of the product if it is the result of a way of using the product, that goes beyond what is allowed in paragraph 1.
3. The consumer shall not be liable for any depreciation of the product if the merchant has not provided him with all regulatory information about the right of withdrawal at the conclusion of the agreement.

ARTICLE 8 - EXERCISE OF THE RIGHT OF WITHDRAWAL BY THE CONSUMER AND COSTS

1. If the consumer exercises his right of withdrawal, he reports this to the merchant within the cooling-off period using the model withdrawal form or any other unambiguous way.
2. As fast as possible (within 14 days) from the day following the report which was referred to in paragraph 1, the consumer shall send the product back, or he hands it over to (a delegate of) the merchant. This is not required when the merchant offered to take back the product himself. The consumer has fulfilled the return term if he returns the product before the withdrawal period has expired.

3. The consumer will return the product to the merchant, with all associated components, and – if this is reasonably possible – in the original state and packaging, in accordance with the reasonable and clear instructions provided by the merchant.
4. The consumer is responsible for the risk and the burden of proof for the correct and timely exercise of the right of withdrawal.
5. The consumer shall bear the direct cost of returning the product. If the merchant has not reported that the consumer has to bear these costs or if the merchant indicates that he will bear these costs, the consumer does not have to bear these costs.
6. If the consumer exercises his right of withdrawal, after he first has expressly requested that the rendering of the service, or the supply of gas, water or electricity that is not ready for sale are made in a limited volume or set quantity to begin during the cooling-off period, the consumer owes the merchant an amount in proportion to that part of the undertaking that is fulfilled by the merchant, at the time of the exercise of the right of withdrawal, compared to the full compliance of the contract.
7. The consumer does not bear costs for the performance of services or the supply of water, gas or electricity that is not put up for sale in a limited volume or quantity, or for the supply of direct heating, if:
 - a. the merchant has not supplied the consumer with the regulatory information about the right of withdrawal, the fee in case of withdrawal or the model withdrawal form, or;
 - b. the consumer has not expressly requested the start of the execution of the service or supply of gas, water, electricity or district heating during this period.
8. The consumer shall not bear costs for the full or partial delivery of digital content which is not delivered on a tangible medium if:
 - a. he has not expressly agreed to the start of the performance of the agreement prior to its delivery, before the end of the cooling-off period;
 - b. he has not recognized losing his right of withdrawal by giving his consent; or
 - c. the merchant has failed to confirm this statement by the consumer.
9. If the consumer exercises his right of withdrawal, any additional contracts shall be automatically dissolved.

ARTICLE 9 - OBLIGATIONS OF THE MERCHANT IN CASE OF WITHDRAWALS

1. If the merchant allows the notification of withdrawal by the consumer electronically, he sends an acknowledgement of receipt of this notification without any delay.
2. The merchant shall reimburse all payments from the consumer, including any delivery charges that are charged by the company for the returned product without any delay (within 14 days) following the day on which the consumer reports the withdrawal. Unless the merchant offers to take back the product himself, he may wait to refund until he has received the product or the consumer shows that he has returned the product, according to what was agreed earlier.
3. To refund, the merchant uses the same method of payment that the consumer has used, unless the consumer consents to another method of payment. The refund is free of charge for the consumer.
4. If the consumer has opted for a more expensive method of delivery than the cheapest standard delivery, the consumer bears the additional costs for the more expensive method.

ARTICLE 10 - PRECLUDING THE RIGHT OF WITHDRAWAL

The merchant can only preclude the consumer from having a right of withdrawal if he clearly stated this fact when making the offer, or at least in good time before concluding the contract:

1. Products or services whose price is dependent on fluctuations in the financial market on which the merchant has no influence and can occur within the withdrawal period;
2. Agreements concluded at a public auction. A public auction means a method of sale where products, (access to) digital content and/or services are offered to the consumer by the merchant who is personally present or given the opportunity to be personally present at the auction, run by an auctioneer, and where the successful bidder is bound to purchase the products, (access to) digital content and/or services;
3. Service agreements, after full implementation of the service, but only if:
 - a. the implementation has begun with the consumer's prior express consent; and
 - b. the consumer has stated that he loses his right of withdrawal once the merchant has fully performed the contract;
1. Package travel referred to in article 7:500 BW and agreements of passenger transport;
2. Service contracts for provision of accommodation, as in the agreement of a specific date or period of performance and other than for residential purposes, goods transport, car rental services and catering;
3. Agreements related to leisure activities, as in the agreement of a specific date or period of implementation;
4. According to the consumer's specifications manufactured products, which are not prefabricated and that are manufactured on the basis of an individual choice or decision of the consumer, or which are clearly intended for a specific person;
5. Products that rapidly decay or become obsolete;
6. Products sealed for reasons of health protection or hygiene that are not suitable to be returned and were unsealed after delivery;
7. Products that, by their nature, are irrevocably mixed with other products after delivery;
8. Alcoholic beverages whose price has been agreed upon at the conclusion of the agreement, the delivery of which can take place only after 30 days, and the actual value of which is dependent on fluctuations in the market on which the merchant has no influence;
9. Products for audio- and video-recordings and computer software, the seals of which have been broken by the consumer;
10. Products like single issues of newspapers and magazines;
11. The supply of (access to) digital content other than supplied on a tangible medium, but only if:
 - a. the implementation has begun with the consumer's prior express consent; and
 - b. the consumer stated that he loses his right of withdrawal.

ARTICLE 11 - THE PRICE

1. During the period of validity indicated in the offer, the prices of the products and/or services being offered will not be increased, except at a result of alterations in VAT-tariffs.
2. Contrary to the previous paragraph, the merchant may offer products or services at variable prices, if these are subject to fluctuations (in the financial market) over which the merchant 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 contract was concluded are only permitted if they are the result of statutory regulations or stipulations.
4. Price increases more than 3 months after the contract was concluded are only permitted if this was stipulated by the merchant and:
 - a. they are the result of statutory regulations or stipulations; or

- b. the consumer has the right to terminate the contract on the day on which the price increase takes effect.
5. Prices quoted for products or services being offered include VAT.

ARTICLE 12 - PERFORMANCE AGREEMENT AND ADDITIONAL GUARANTEED

1. The merchant guarantees that the products and/or services fulfil the contract, the specifications stipulated in the offer, reasonable requirements regarding reliability and/or serviceability, and statutory stipulations and/or government regulations that applied on the date on which the contract was concluded.
2. A guarantee arrangement offered by the merchant, manufacturer or importer does not affect the rights and claims a consumer can enforce on the grounds of the law and/or the distance contract, in relation to any failure on the part of the merchant to keep to his obligations vis-à-vis the consumer.
3. Additional guarantees mean that any undertaking by the merchant, his supplier, importer or producer that assigns the consumer certain rights or claims that go beyond that which is required by law in case he is guilty of serious misconduct in the performance of his part of the agreement.

ARTICLE 13 - SUPPLY AND IMPLEMENTATION

1. The merchant 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 is deemed to be the address that the consumer makes known to the company.
3. Taking into consideration that which is stated in Article 4 of these general conditions, the company will implement accepted orders with all due speed, within 30 days at the latest, unless a longer period of delivery has been agreed. If delivery is delayed, or if an order cannot be fulfilled, or only partially, the consumer will be informed about this, at the latest within one month after the order was placed. In that case, the consumer has a right to dissolve the contract, free of charge, and a right to possible damages.
4. In a case of dissolution as described in the previous paragraph, the merchant will refund the consumer with the sum paid as quickly as possible, at the latest within 30 days after the dissolution.
5. The risk of damage and/or loss of products rests upon the merchant up to the moment of delivery to the consumer, unless this has explicitly been agreed otherwise.

ARTICLE 14 - EXTENDED DURATION TRANSACTIONS: DURATION, CANCELLATION AND RENEWAL

Cancellation:

1. The consumer may end a contract for an indefinite period, which extends to the regular delivery of products (including electricity) or services, at any time within the applicable termination rules with a notice of up to one month.
2. The consumer may end a contract for a definite period, which extends to the regular delivery of products (including electricity) or services at any time by the end of the fixed period within the applicable termination rules and a notice of up to one month.
3. The consumer can end the agreements mentioned in the previous paragraphs:
 - cancel at any time and not be limited to cancellation at some specific time or in a given period;
 - cancel in the same way as they entered into into the contract;
 - cancel with the same notice period as the merchant has negotiated for themselves.

Renewal:

4. A contract for a definite period, which extends to the regular delivery of products (including electricity) or services should not be extended or renewed tactly for a certain duration.

5. By way of derogation from the previous paragraph, a contract may be renewed for a definite period, which extends to the regular delivery of daily news and weekly newspapers and magazines for up to three months, if the consumer has extended this agreement by the end of the extension, he may cancel within one month's notice.
6. A contract for a definite period, which extends to the regular delivery of products or services, may only be extended promptly for an indefinite period if the consumer may cancel at any time with a notice period of up to one month. The notice period is not more than three months in the event the agreement extends to the regular, but less than once a month, delivering daily newspapers, weekly newspapers and magazines.
7. An agreement with limited duration arranged to deliver daily and weekly newspapers and magazines (trial or introductory subscription) is not implied to continue and ends automatically at the end of the trial or introductory period.

Duration:

8. If an agreement has a duration of more than one year, the consumer may end the agreement after a year at any time with a notice period of up to one month, unless the reasonableness and fairness itself prompts cancellation before the end of the agreed duration.

ARTICLE 15 - PAYMENT

1. In the event that no later date has been agreed, the consumer must pay sums owed within 14 days after the goods have been delivered or – in the case of an agreement to provide a service – within 14 days after the documents relating to the contract were issued.
2. When selling products to consumers, the general conditions may never demand an advance payment in excess of 50%. Where advance payment is stipulated, the consumer cannot invoke any rights relating to the implementation of the order or service(s) before the stipulated advance payment has been made.
3. The consumer is obliged to inform the merchant immediately of any inaccuracies in payment data provided or communicated.
4. In the event of non-payment by the consumer, the merchant has the right, subject to statutory limitations, to charge the consumer the statutory interest on the outstanding amount and the merchant is entitled the extrajudicial collection costs. This collection costs shall not exceed the following levels: 15% on outstanding amounts to €2,500,=; 10% over the subsequent €2500,= and 5% on the following €5000,= with a minimum of €40,=. The merchant can for the benefit of consumers differ from amounts and percentages.

ARTICLE 16 - COMPLAINTS PROCEDURE

1. The merchant provides for a complaints procedure, that has been given sufficient publicity, and will deal with a complaint in accordance with this complaints procedure.
2. A consumer who has discovered a defect should submit to the merchant, without delay, a comprehensive and clearly specified complaint about fulfillment of the contract.
3. A reply regarding complaints submitted to a merchant will be provided within a period of 14 days, calculating from the date of receipt. If a complaint is expected to require a longer period of time for processing, then the merchant will reply within 14 days, confirming receipt and indicating when the consumer can expect a more elaborate reply.
4. The consumer should give the merchant at least 4 weeks' time to resolve the complaint by mutual agreement. After this term a dispute becomes subject to the dispute resolution.

ARTICLE 17 - DISPUTES

Contracts entered into between an merchant and a consumer and which are subject to these general terms and conditions are subject only to Dutch law.

ARTICLE 18 - ADDITIONAL OR ALTERNATIVE STIPULATIONS

Any additional stipulations, or ones that differ from these general conditions, may not be detrimental to the consumer and they must be recorded in writing or in such a way that a consumer can easily store them accessibly on a durable medium.