

General Terms and Conditions ‘Thuiswinkel Zakelijk’ Trustmark

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Article 1 - Definitions

The following definitions are used in these general terms and conditions:

1. Day: a calendar day;
2. Digital content: data that are generated and supplied in a digital form;
3. Extended contract: a contract for the regular supply of goods, services and/or digital content during a specific period;
4. Durable data carrier: every medium - including e-mails - that enables the client or trader to store information that is addressed to him personally in a way that is tailored to the purpose for which the information is intended, and which facilitates the unaltered reproduction of the stored information;
5. Client: a natural or legal person who acts in exercising his profession or company;
6. Trader: a natural or legal person who offers clients products, (access to) digital content and/or services over distance;
7. Distance contract: a contract that is concluded between the trader and the client within the framework of an organised system for the distance sale of products, digital content and/or services, whereby use is made, exclusively or otherwise, of one or more distance communication techniques up until the contract has been concluded;
8. In writing: in these general terms and conditions, ‘in writing’ is taken to include communication by e-mail and fax, provided that the identity of the sender and the integrity of the e-mail have been sufficiently established.

9. Distance communication technique: a system that can be used for concluding a contract, without requiring the client and the trader to be in the same location.
10. Website: The trader's webshop on which products and services are offered that can be purchased by clients.

Article 2 – Trader's identity

Name trader:

Kiwi Electronics B.V.

Registered address:

Oude Middenweg 227, 2491AG The Hague, The Netherlands

Telephone number and time(s) at which the trader can be contacted by telephone:

+31 (0)70 568 08 08 (Mon-Fri from 10:00 until 16:30)

Email address: info@kiwi-electronics.com

Chamber of Commerce number: 62102494

VAT identification number: NL854651482B01

Article 3 - Applicability

1. These general terms and conditions apply to every offer made by the trader and to every distance contract concluded between the trader and a client.
2. If, in his order, confirmation or statement regarding the acceptance of provisions or conditions, a client includes provisions or conditions that depart from or are not included in the general terms and conditions, these will only be binding for the trader if and insofar as they were explicitly accepted by the trader in writing.
3. The text of these general terms and conditions will be made available to a client before the distance contract is concluded. If this is not reasonably possible, the trader will indicate, before concluding the distance contract, how the general terms and conditions can be inspected at the trader's and that upon request they will be sent to the client, free of charge, as soon as possible.
4. If the distance contract is concluded electronically, then, contrary to the previous clause and before the distance contract is concluded, the text of these general terms and conditions can be made available to the client in such a way that the client can easily store them on a durable data carrier. If this is not reasonably possible, the trader will indicate, before the distance contract is concluded, where the general terms and conditions can be inspected electronically and that upon request they will be sent to the client, free of charge, electronically or in some other way.
5. In the event that, in addition to these general terms and conditions, specific product or service conditions also apply, the third and fourth clauses apply *mutatis mutandis* and in the event of conflicting clauses, the client can always invoke the applicable provision that is in his best interest.
6. If a provision in these general terms and conditions proves to be null and void, this will not affect the validity of the general terms and conditions in their entirety. In that case the parties will draw up (a) new replacement provision(s), which as far as possible do(es) justice to the purpose of the original provision.

Article 4 - The offer

1. If an offer has a limited period of validity or was made subject to conditions, this should be explicitly mentioned in the offer.
2. The offer provides a complete and accurate description of the products, digital content and/or services being offered. The description provides sufficient details to enable the client to assess the offer adequately. If the trader provides illustrations, these will be a true representation of the products, services and/or digital content being offered.
3. The content of the website and the offer will be compiled with the utmost care. Nevertheless, the trader cannot guarantee that all information on the website is at all times correct and complete. All prices, the offer and other information on the website and in other materials supplied by the trader are also subject to obvious programming errors and typing errors.

Article 5 - The contract

1. The contract is concluded at the moment that the client has accepted the offer and that the conditions contained therein have been fulfilled.
2. If the client accepted the offer electronically, the trader immediately confirms receipt of acceptance of the offer electronically. As long as the trader has not confirmed the acceptance, the client may dissolve the contract.
3. If the client accepts the offer, the trader is entitled to nevertheless revoke the offer within 3 working days of its acceptance. The trader informs the client immediately of such a revocation.
4. If the contract is concluded electronically, the trader takes appropriate technical and organisational measures to secure the electronic transfer of data, and ensures a safe web environment. If the client is able to pay electronically, the trader will take appropriate security measures.
5. If it transpires that the client supplied incorrect details when accepting the contract, or concluding it in some other way, the trader has the right to fulfil the obligation only after the correct details have been supplied.
6. The trader can, within statutory frameworks, obtain information about whether the client can fulfil his payment obligations, and about all facts and factors that are important for the responsible conclusion of the distance contract. If the trader's investigation gives him good grounds for not concluding the contract, he is entitled to reject it or attach special conditions to its execution. A trader who rejects the contract or attaches special conditions to it will inform the client of this, stating his reasons, as soon as possible, though at the latest within 3 days after the contract was concluded.

Article 6 - The price

1. All prices mentioned on the website and other materials provided by the trader are exclusive of VAT (unless indicated otherwise) and unless stated otherwise on the website, exclusive of other government-imposed levies.
2. Contrary to what is stated in the previous clause, the trader can offer at variable prices products or services that are linked to fluctuations on the financial market and on which the trader has no influence. The offer must mention this effect of fluctuations and the fact that any prices mentioned are recommended prices.
3. The trader has the right to alter the agreed prices during two weeks after concluding a contract. A client who does not agree with the altered price has the right to cancel the contract without being charged any costs by the trader.
4. Any additional costs, such as delivery costs and payment costs, will be mentioned on the website and in any case displayed during the ordering process.

Article 7 - Compliance with the contract and extra guarantees

1. The trader ensures that the products, services and digital content fulfil the contract, the specifications mentioned in the offer, the reasonable requirements of soundness and/or usability and the statutory provisions and/or government regulations that exist on the date on which the contract is concluded.
2. If the product, service or digital content that is delivered does not fulfil the contract (is delivered faulty or defective), then the client should inform the trader of this fact within at the latest 3 working days in which he could reasonably have discovered this fact. A client who fails to do this has no further right to any form of repair, replacement, payment of damages and/or restitution in respect of this defect.
3. If the trader feels that a complaint is well-founded, after consulting the client, the relevant products will be repaired, replaced or (partially) reimbursed. The trader can also refer the client to a manufacturer or supplier.
4. If the client returns goods based on the provisions of this article, the trader will refund sums that were paid in advance within 30 days after receiving the returned products.
5. Manufacturers and/or suppliers may offer their own guarantees. The trader does not offer these guarantees. A trader who so chooses can mediate by invoking these guarantees on behalf of the client.

Article 8 – Delivery and execution

1. Once the trader has received an order, he sends the products as soon as possible, with due observance of the provision in clause 3 of this article.
2. The trader is entitled to engage third parties in executing the obligations arising from the contract.
3. The delivery period is, in principle, 30 days, unless clearly indicated otherwise on the website or when the contract is concluded. The trader chooses the carrier.
4. If the trader is unable to deliver the products within the agreed period, he contacts the client and informs him about the new expected date of delivery. At such a moment the client is entitled to cancel the contract and is also entitled to the reimbursement of his damage as a consequence of the delayed delivery or non-delivery up to at most the purchase price, if the delayed delivery or non-delivery is the result of intent or gross negligence on the part of the trader. Immediately after being informed about the delayed delivery or non-delivery, the client informs the trader whether he wants the contract to be fulfilled or cancelled.
5. If not explicitly agreed otherwise, the risk of the products being delivered passes to the client as soon as they have been delivered to the delivery address provided. If the client decides to collect the products, the risk is transferred upon transfer of the products.
6. If the client or a third party chosen by the client is not present at the delivery address at the agreed delivery time to take receipt of the products, the trader is entitled to take the products back. At extra costs, in consultation with the client, the trader will determine another time and/or day to offer the products to the client again. If delivery proves impossible, the payment obligation does not lapse and the client will be charged any extra costs, including the costs of return deliveries.
7. If ordered goods can no longer be supplied, the trader will make an effort to offer the client a similar product of a similar quality. In that case the client is entitled to cancel the contract free of charge.

Article 9 - Extended transactions: duration, cancellation and extension

Cancellation:

1. The client may at all times cancel a contract that was concluded for an unspecified period of time that applies to the regular supply of products (including electricity), digital content or services, subject to the agreed rules of cancellation and a two-month period of notice.
2. The client may at all times cancel a contract that was concluded for a specific period of time that applies to the regular supply of products (including electricity), digital content or services at the end

of the specific period of time, subject to the agreed rules of cancellation and a two-month period of notice.

3. The client may cancel contracts referred to in the previous two clauses in writing.

Extension:

4. A contract that is concluded for a specific period of time that applies to the regular supply of products (including electricity), digital content or services will be tacitly renewed for the same period of time as originally agreed.
5. The said periods of notice apply *mutatis mutandis* to cancellations by the trader.

Article 10 - Payment

1. The client must pay the trader in accordance with the ordering procedures and, where applicable, using the methods indicated on the website. The trader is free to choose what methods of payment will be offered and may change these from time to time. Unless agreed otherwise, in the event of payment after delivery, a 14-day payment period applies, starting on the day of delivery.
2. A client who does not comply with his payment obligation(s) in good time is immediately in default by operation of the law, without requiring any notice of default. The trader is entitled to increase the sum payable by the statutory interest and the trader is entitled to collect from the client extrajudicial collection costs he incurs and any costs of proceedings.

Article 11- Retention of title

1. As long as the client has not paid the agreed sum in full, all goods delivered remain the property of the trader.

Article 12 - Liability

1. Except in cases of intent or gross negligence, the full liability of the trader in respect of the client due to culpable failure to fulfil the contract is limited to the reimbursement of, at most, the price (including VAT) agreed in the contract. Where an extended contract is involved, the said liability is limited to reimbursement of the sum that the client owed the trader in the 3 months prior to the damage inflicted.
2. The trader's liability in respect of the client for indirect damage, including in any case – but explicitly not limited to – consequential damage, loss of profit, loss of savings, loss of data and damage due to business interruption is precluded.
3. The previous clauses do not apply to damage that the client suffered when re-selling to consumers products purchased from the trader, as a consequence of the fact that the consumers exercised one or more of their statutory rights in respect of the client in relation to a shortcoming in those products.
4. Insofar as compliance has not already become permanently impossible, liability of the trader in respect of the client due to culpable shortcoming in fulfilling a contract arises only after the client has immediately and adequately declared the trader in default, in writing, thereby proposing a reasonable period for correcting the shortcoming, and the trader still fails to fulfil his obligations after that period has ended. The notice of default should contain as detailed a description as possible of the shortcoming, so that the trader can respond adequately.
5. The existence of any right to compensation for damage is always on the condition that the client reports the damage to the trader as soon as possible, though at the latest within 14 days after it arose.
6. In the event of *force majeure* the trader is not bound to reimburse any damage the client may suffer.

Article 13 - Complaints procedures

1. The trader has sufficiently well-publicised complaints procedures and deals with a complaint in accordance with those complaints procedures.
2. Complaints about executing a contract must have been reported to the trader, in full and providing a clear description, within a reasonable period of time after the client became aware of the defects.
3. Complaints submitted to the trader will be answered within a period of 14 days, starting from the date of receipt. If a complaint is expected to require a longer processing time, the trader will reply within the 14-day period, acknowledging receipt and indicating when the client can expect a more elaborate reply.

Article 14 - Disputes

1. Contracts between the trader and the client that are subject to these general terms and conditions are governed exclusively by Dutch law.
2. Disputes about a contract that cannot be settled amicably will be put before the competent court of the district in which the trader is located. The trader and the client can agree to settle their disputes by means of binding advice or arbitration.