

This page contains the Terms of use for the website and different terms and conditions for the sale of goods to consumers and business customers. View the relevant terms and conditions that apply to you below:

Terms and Conditions for Consumers

Updated: 2022-07-05

These General Terms and Conditions of Thuiswinkel.org were drawn up in consultation with the Consumers' Association within the framework of the Self-Regulation Coordination Group (CZ) of the Social and Economic Council and will become operable as of 1st June 2014.

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Article 1 - Definitions

The following definitions apply in these terms and conditions:

1. **Supplementary agreement:** an agreement in which a consumer obtains products, digital content and/or services via a distance contract, and a trader or a third party delivers these products, digital content and/or services in accordance with an agreement between that third party and the trader;
2. **Withdrawal period:** the period within which a consumer can make use of his right of withdrawal;
3. **Consumer:** a natural person whose actions are not carried out for objectives relating to the course of a trade, a profession or a business;
4. **Day:** calendar day;
5. **Digital content:** data that are produced and supplied in digital form;
6. **Extended duration transaction:** a distance contract relating to a series of products and/or services, whereby the obligation to supply and/or purchase is spread over a period of time;
7. **Durable medium:** every means - including emails - that enables a consumer or trader to store information that is addressed to him in person in a way that facilitates its future use or consultation during a period that is in keeping with the objective for which the information is intended, and which facilitates the unaltered reproduction of the stored information;
8. **Right of withdrawal:** the possibility for a consumer to waive a distance contract within the withdrawal period;
9. **Trader:** Identity named in article 2. A webshop, business (legal entity) who offers products, (access to) digital content and/or services to consumers from a distance;
10. **Distance contract:** a contract concluded between a trader and a consumer within the framework of system organized for the distance sale of products, digital content and/or services, whereby sole or partly use is made of one or more techniques for distance communication up to and including the moment that the contract is concluded;
11. **Model form for right of withdrawal:** the European model form for right of withdrawal that is included in Appendix I of these terms and conditions. The trader is not obliged to provide Appendix I if the consumer has no right of withdrawal with regard to his order;

12. **Technique for distance communication:** means that can be used for communication regarding the offer made by the trader and concluding a contract, without the necessity of the consumer and trader being in the same place at the same time.

Article 2 - Identity of the trader

Name trader: HBI Commerce LTD – C/O Tmf Group

Registered address: 20 Farringdon Street, EC4A 4AB, London, United Kingdom

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

Email address: https://vidaxl.zendesk.com/hc/en-gb/requests/new?ticket_form_id=360000487960

Chamber of Commerce number: 07772128

VAT identification number: GB137229219

Amount of share capital:

Article 3 - Applicability

1. These general terms and conditions apply to every offer made by a trader and to every distance contract that has been realized between an trader and a consumer.
2. By visiting our site and/ or purchasing something from us, you engage in our "Service" and agree to be bound by the following terms and conditions, including additional terms and conditions and policies referenced herein and/or available by hyperlink. Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services.
3. Prior to the conclusion of a distance contract, the text of these general terms and conditions will be made available to the consumer. If this is not reasonably possible, the trader will indicate, before the distance contract is concluded, in what way the general terms and conditions are available for inspection at the trader's premises and that they will be sent free of charge to the consumer, as quickly as possible, at the consumer's request.
4. If the distance contract is concluded electronically, then, contrary to the previous paragraph, and before the distance contract is concluded, the consumer will be provided with the text of these general terms and conditions electronically, in such a way that the consumer can easily store them on a durable data carrier. If this is not reasonably possible, then before concluding the distance contract, the trader will indicate where the general terms and conditions can be inspected electronically and that at his request they will be sent to the consumer free of charge, either electronically or in some other way.
5. In cases where specific product or service-related terms and conditions apply in addition to these general terms and conditions, the second and third paragraphs apply by analogy and the consumer can always invoke the applicable condition that is most favorable to him in the event of incompatible general terms and conditions.

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, 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 trader makes use of illustrations, these will be a true representation of the products and/or services being offered.
3. Every offer contains information that makes it clear to the consumer what rights and obligations are related to the acceptance of the offer.
4. If there is a contract the trader is not bound by obvious errors or genuine and honest price mistakes that a consumer should have noticed.
5. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

Article 5 - The contract

1. The customer places the selected products in the shopping cart. The customer can change the data and products entered at any time during the ordering process before a binding order is placed.

2. A binding order by the customer for the products/services contained in the shopping cart is placed by clicking on the button provided for this purpose.
3. The contract will be concluded, subject to that which is stipulated in paragraph 4, at the moment at which the consumer accepts the offer and the conditions thereby stipulated have been fulfilled.
4. 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 contract as long as this acceptance has not been confirmed by the trader.
5. If the contract is concluded electronically, the trader will take suitable technical and organizational measures to secure the electronic transfer of data and he will ensure a safe web environment. If the consumer is able to pay electronically, the trader will take suitable security measures.
6. The trader may obtain information – within statutory frameworks – about the consumer's ability to fulfill his payment obligations, as well as about facts and factors that are important for the responsible conclusion of the distance contract. If that research gives the trader proper grounds for declining to conclude the contract, then he has a right, supported by reasons, to reject an order or application or to bind its implementation to special conditions.
7. The trader will send to a consumer, at the latest when delivering a product, service or 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 office address of the trader's business location where the consumer can lodge complaints;
 - b. the conditions under which the consumer can make use of the right of withdrawal and the method for doing so, or a clear statement relating to preclusion from the right of withdrawal;
 - c. information on guarantees and existing after-sales service;
 - d. the price, including all taxes on the product, service or digital content; the costs of delivery insofar as applicable, and the method of payment, delivery or implementing 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 form for right of withdrawal.
8. In case of an extended duration contract, 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, a consumer has the right to dissolve a contract, without giving reasons, during a period of at least 14 days. The trader is allowed to ask a consumer for the reason of this dissolution, but the consumer is under no obligation to state his/her reason(s).
2. The period stipulated in para. 1 ends 14 days after the day the product was received by the consumer, or a third party designated by the consumer, who is not the transporting party, or:
 - a. if the consumer has ordered several products: the day on which the consumer, or a third party designated by the consumer, received the last product. The trader may refuse a single order for several products with different delivery dates, provided he clearly informed the consumer of this prior to the ordering process.
 - b. if the delivery of a product involves different deliveries or parts: the day on which the consumer, or a third party designated by the consumer, received the last delivery or the last part;
 - c. with contracts for the regular delivery of products during a given period: the day on which the consumer, or a third party designated by the consumer, received the last product.

Upon delivery of services and digital content that is not supplied on a material medium:

3. A consumer has the right to dissolve a contract, without giving reasons, for the supply of digital content that is not supplied on a material medium during a period of at least fourteen days. The trader is allowed to ask a consumer for the reason of this dissolution, but the consumer is under no obligation to state his/her reason(s).
4. The period stipulated in para. 3 commences on the day after the contract was concluded.

Extended withdrawal period for products, services and digital content that is not supplied on a material medium in the event a consumer was not informed about the right of withdrawal:

5. If the trader did not provide the consumer with the statutorily obligatory information about the right of withdrawal or if the model form was not provided, the withdrawal period ends twelve months after the end of the originally stipulated withdrawal period based on the previous paragraphs of this article.

6. If the trader provided the consumer with the information referred to in the previous paragraph within twelve months of the commencing date of the original withdrawal period, the withdrawal period shall end 14 days after the day on which the consumer received the information.

Article 7 - Consumers' obligations during the withdrawal period

1. During the withdrawal period, the consumer shall treat the product and its packaging with care. He shall only unpack or use the product in as far as necessary in order to assess the nature, characteristics and efficacy of the product. The point of departure here is that the consumer may only handle and inspect the product in the same way that he would be allowed in a shop.
2. The consumer is only liable for the product's devaluation that is a consequence of his handling the product other than as permitted in para. 1.
3. The consumer is not liable for the product's devaluation if the trader did not provide him with all the statutorily obligatory information about the right of withdrawal before the contract was concluded.

Article 8 - Consumers who exercise their right of withdrawal and the costs involved

1. A consumer who wants to exercise his right of withdrawal shall report this to the trader, within the withdrawal period, by means of the model form for right of withdrawal or in some other unequivocal way.
2. As quickly as possible, but no later than 14 days after the day of reporting as referred to in para. 1, the consumer shall return the product, or hand it over to (a representative of) the trader. This is not necessary if the trader has offered to collect the product himself. The consumer will in any case have complied with the time for returning goods if he sends the product back before the withdrawal period has lapsed.
3. The consumer returns the product with all relevant accessories, if reasonably possible in the original state and packaging, and in accordance with the reasonable and clear instructions provided by the trader.
4. The risk and the burden of proof for exercising the right of withdrawal correctly and in time rest upon the consumer. If the consumer ships an item, they should consider using a trackable shipping service or purchasing shipping insurance. The trader does not guarantee that he will receive your returned item.
5. The consumer bears the direct costs of returning the product. If the trader has not declared that the consumer shall bear these costs or if the trader indicates a willingness to bear these costs himself, then the consumer shall not be liable to bear the costs of returning goods.
6. The consumer shall bear no costs for the entire or partial supply of digital content that is not supplied on a material medium, if:
 - a. prior to delivery, he did not explicitly agree to commencing fulfilment of the contract before the end of the period of withdrawal;
 - b. he did not acknowledge having lost his right of withdrawal upon granting his permission; or
 - c. the trader neglected to confirm this statement made by the consumer.
7. If a consumer exercises his right of withdrawal, all supplementary agreements are legally dissolved.

Article 9 - Traders' obligations in a case of withdrawal

1. If the trader makes it possible for a consumer to declare his withdrawal via electronic means, then after receiving such a declaration, he sends immediate confirmation of receipt.
2. The trader reimburses the consumer immediately with all payments, including any delivery costs the trader charged for the returned product, though at the latest within 14 days after the day on which the consumer reported the withdrawal. Except in cases in which the trader has offered to retrieve the product himself, he can postpone refunding until he has received the product or until the consumer proves he has returned the product, depending on which occurs earlier.
3. For any reimbursement, the trader will use the same payment method that was initially used by the consumer, unless the consumer agrees to another method. Reimbursement is free of charge for the consumer.
4. If the consumer chose an expensive method of delivery in preference to the cheapest standard delivery, the trader does not have to refund the additional costs of the more expensive method.

Article 10 - Precluding the right of withdrawal

The trader can preclude the right of withdrawal for the following products and services, but only if the trader stated this clearly when making the offer, or at least in good time prior to conclusion of the contract:

1. Products or services whose prices are subject to fluctuations on the financial market over which the trader has no influence and which can occur within the period of withdrawal;

2. Contracts concluded during a public auction. A public auction is defined as a sales method whereby a trader offers products, digital content and/or services at an auction, under the directions of an auctioneer, and whereby the successful purchaser is obliged to purchase the products, digital content and/or services;
3. Service contracts, after full completion of the service, but only if:
 - a. implementation started with the explicit prior agreement of the consumer; and
 - b. the consumer declared having lost his right or withdrawal as soon as the trader had completed the contract in full;
4. Package travels, package holidays and package tours as referred to in EU directive 2015/2302 and contracts on passenger transport;
5. Service contracts providing access to accommodation, if the contract already stipulates a certain date or period of implementation and other than for the purpose of accommodation, the transport of goods, car rental services and catering;
6. Contracts relating to leisure activities, if the contract already stipulates a certain date or period of implementation;
7. Products manufactured according to the consumer's specifications, which were not prefabricated and were made based on a consumer's specific choice or decision, or which are clearly intended for a specific person;
8. Products subject to rapid decay or with a limited shelf-life;
9. Sealed products that, for reasons relating to the protection of health or hygiene, are unsuited to returning and whose seal was broken subsequent to delivery;
10. Products that, due to their nature, have been irretrievably mixed with other products;
11. Alcoholic drinks whose price was agreed when concluding the contract, but the delivery of which can only take place after 30 days, and the actual value of which depends on market fluctuations over which the trader has no influence;
12. Sealed audio/video-recordings and computer apparatus whose seal was broken after delivery;
13. The delivery of digital content other than on a material medium, but only if:
 - a. the delivery commenced with the consumer's explicit prior agreement, and
 - b. the consumer declared that this implied his having lost 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 for price changes in VAT-tariffs.
2. Contrary to the previous paragraph, the trader may offer products or services at variable prices, in cases where these prices are subject to fluctuations in the financial market over which the trader has no influence. The offer must refer to this link with fluctuations and the fact that any prices mentioned 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 the trader stipulated as much and:
 - a. they are the result of statutory regulations or stipulations; or
 - b. the consumer is authorized to terminate the contract on the day on which the price increase takes effect.
5. Prices stated in offers of products or services include UK VAT .
6. Depending on the value of the order or the delivery option or address you choose, delivery costs may also be charged. Such additional charges will be clearly shown during the checkout process and included in the 'Total Cost'.
7. Depending on the country of the consumer he may own duties, taxes, or import fees in addition to the shipping fees which only cover the transit cost of the product.

Article 12 - Contract fulfilment and extra guarantee

1. The trader guarantees that the products and/or services fulfill the contract, the specifications stated in the offer, the reasonable requirements of reliability and/or serviceability and the statutory stipulations and/or government regulations that existed on the date that the contract was concluded. If agreed the trader also guarantees that the product is suited for other than normal designation.
2. An extra guarantee arrangement offered by the trader, manufacturer or importer can never affect the statutory rights and claims that a consumer can enforce against the trader on the grounds of the contract if the trader failed to fulfil his part in the contract.

3. An extra guarantee is defined as every commitment of a trader, his supplier, importer or manufacturer that grants a consumer rights or claims, in excess of those provided by law, for the event that he fails to fulfil his part in the contract.

Article 13 - Supply and implementation

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 is deemed to be the address that the consumer makes known to the company.
3. If delivery to the consumer is not possible because the delivered goods do not fit through the front door, first door or stairwell of the consumer or because the consumer cannot be found at the place of delivery specified by him, although the delivery time was given to the customer with a reasonable period of time been announced, the consumer bears the costs for the unsuccessful delivery.
4. Delivery is on the terms set out in the delivery policy and incorporated into these conditions.
5. Taking into consideration that which is stated in article 4 of these general terms and conditions, the company will implement accepted orders with efficient expedition, though at the latest within 30 days, unless a different period of delivery has been agreed. If delivery suffers a delay, or if the delivery cannot be implemented, or only partially, the consumer will be informed about this at the latest 30 days after the order was placed. In this case, the consumer has a right to dissolve the contract free of charge and a right to possible damages.
6. Following dissolution in accordance with the previous paragraph, the trader refunds the consumer immediately the sum he had paid.
7. 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 14 - Extended duration transactions: duration, termination and prolongation

Termination

1. The consumer has a right at all times to terminate an open-ended contract 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 contract 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 contracts as described in the first two paragraphs, the consumer can:
 - terminate them at all times and not be limited to termination at a specific time or during a specific period;
 - terminate them in the same way as that in which they were concluded;
 - always terminate them subject to the same period of notice as that stipulated for the trader.

Prolongation

4. A fixed-term contract 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 departure from that which is stated in the previous paragraph, a fixed-term contract 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 contract towards the end of the prolongation, with a period of notice that does not exceed one month.
6. A fixed-term contract 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 a contract 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 contract 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 a contract 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 contract would be unacceptable.

Article 15 - Payment

1. The available payment methods are shown on the website of the Trader or in the respective item description, but at the latest in the final ordering process at the "checkout". Unless otherwise stated, the payment claims from the contract are due for payment immediately.
2. As far as no other date is stipulated in the contract or supplementary conditions, sums payable by the consumer should be paid within 14 days after commencement of the withdrawal period, or in the absence of a withdrawal period within 14 days after the conclusion of the contract. In the case of a contract to provide a service, this 14-day period starts on the day after the consumer received confirmation of the contract.
3. The consumer is obliged to report immediately to the trader any inaccuracies in payment data provided or stated.
4. If a consumer fails to fulfil his payment obligation(s) in good time, after the trader has informed the consumer about the late payment, the consumer is allowed 14 days in which to fulfil the obligation to pay; if payment is not made within this 14-day period, statutory interest will be payable over the sum owed and the trader has the right to charge reasonable extrajudicial costs of collection he has incurred. These costs of collection amount to, at the most: 15% of unpaid sums up to €2,500; 10% over the next €2,500; and 5% over the next €5,000, with a minimum of €40. The trader can make departures from these sums and percentages that are favorable to the consumer.

Article 16 - Complaints procedure

1. The trader provides for a complaints procedure on his website, that has been given sufficient publicity, and will deal with a complaint in accordance with this complaints procedure.
2. A consumer who has discovered shortcomings in the implementation of a contract must submit any complaints to the trader without delay, in full and with clear descriptions.
3. A reply to complaints submitted to the trader will be provided within a period of 14 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. The consumer should give the trader a time period of at least 4 weeks to solve the complaint in joint consultation. After this period of time, the complaint becomes a dispute that is subject to the disputes settlement scheme.

Article 17 - Disputes

1. Contracts entered into between a trader and a consumer and which are subject to these general terms and conditions are subject to Dutch law. Because the entrepreneur focuses his commercial activities on the UK - where the consumer lives- the consumer can always appeal to the mandatory UK consumer law.
2. The Homeshopping Disputes Committee is an Alternative Dispute Resolution provider to which the Trader subscribes. The Homeshopping Disputes Committee is approved by the Dutch ministry of Justice and safety to provide dispute resolution services and undertake an independent review of your complaint, pursuant to the Alternative Dispute Resolution (ADR) for Consumer Disputes (Competent Authorities and Information) Regulations 2015.
3. Complaints can be raised to the Homeshopping Disputes Committee in the following ways
Online: www.sgc.nl/en
In writing by post: The Homeshopping Disputes Committee, P.O. Box 90600, 2509 LP in The Hague
4. The Disputes Committee will only deal with a dispute if the consumer first put his complaint, without delay, to the trader.
5. If the complaint does not lead to a solution, the dispute should be submitted to the Disputes Committee no later than 12 months after the consumer submitted the complaint to the trader.
6. If a consumer wants to put a dispute before the Disputes Committee, the trader is bound by that choice. Preferably, the consumer notifies the trader first.
7. If a trader wishes to put a dispute before the Disputes Committee, then the consumer will indicate, in response to a written request made by the trader, whether he is in contract, or prefers the dispute to be dealt with by the competent law-court. If the consumer does not indicate his choice to the trader within a period of five weeks, then the trader has a right to put the dispute before the competent law-court.
8. Rulings of the Disputes Committee are subject to the conditions as stipulated in the regulations of the Disputes Committee. Decisions of the Disputes Committee take the form of binding advice.
9. The Disputes Committee will not deal with a dispute – or will terminate their intervention – if the trader has been granted a suspension of payments, gone bankrupt or has actually terminated business activities before the committee dealt with the dispute during a session and rendered a final ruling.

Article 18 - Branch guarantee

1. Thuiswinkel.org guarantees the fulfilment of obligations of her members in relation to binding advices imposed on them by the Homeshopping Disputes Committee, unless the member decides to put the binding advice before a law-court for verification within two months after the date of that advice. In case of law-court verification the suspension of the guarantee will end and the guarantee will come into effect again upon the court ruling becoming final and conclusive, whereby the court has declared that the binding advice has binding effect. Up to a maximum sum of €10,000 per binding advice Thuiswinkel.org will pay this sum to the consumer. In case of sums higher than €10,000 per binding advice, the sum of €10,000 will be paid. In as far as the sum is higher than €10,000, Thuiswinkel.org has the obligation to take reasonable adequate efforts to pursue the member to fulfil the binding advice.

2. Application of this guarantee requires the consumer to submit a written appeal to Thuiswinkel.org and to transfer his claim on the trader to Thuiswinkel.org. In as far as the claim on the trader exceeds the sum of €10,000, the consumer will be offered the possibility to transfer his claim on the trader above the sum of €10,000 to Thuiswinkel.org, where after this organization will pursue payment of the claim in court on her own title and costs.

Article 19 - Additional or different stipulations

Additional stipulations or stipulations that differ from these general terms and conditions, may not be detrimental to the consumer and should be recorded in writing, or in such a way that consumers can store them in a readily accessible manner on a durable medium.

Article 20 - Amendment to the general terms and conditions

Amendments to these terms and conditions will only come into effect after they have been published in the appropriate way, on the understanding that where amendments apply during the validity of an offer, the stipulation that is most favorable to the consumer will prevail.

Appendix I: Model form for right of withdrawal

Model form for right of withdrawal

(this form should only be completed and returned if you want to withdraw from the contract)

- To: HBI Commerce LTD – C/O Tmf Group
20 Farringdon Street, EC4A 4AB, London – United Kingdom
Email: https://vidaxl.zendesk.com/hc/en-gb/requests/new?ticket_form_id=360000487960
- I/We ⁽¹⁾ hereby give notice that I/We ⁽¹⁾ withdraw from my/our ⁽¹⁾ contract of sale of the following goods ⁽¹⁾/for the provision of the following service ⁽¹⁾ I/we* herewith inform you that, in respect of our contract regarding

I/we* exercise our right of withdrawal.

- Ordered on*/received on
- [Consumer(s)' name]
- [Consumer(s)' address]
- [Consumer(s)' signature] (only if this form is submitted on paper)
- [Date]

⁽¹⁾* Delete or provide supplementary information, as applicable.

Terms and Conditions for Business Customers

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Article 1 - Definitions

Throughout these terms and conditions, the following terms and definitions will be used:

1. **Day:** calendar day;
2. **Digital content:** data that is produced or delivered in digital form;
3. **Long-term contract:** a contract that provides for the regular delivery of items, services, and/or digital content during a specific period;
4. **Durable medium:** any tool - including email - that enables the customer or entrepreneur to store information that is personally addressed to them in a way that enables future consultation or use during a period that is attuned to the aim for which the information is intended, and enables the unaltered reproduction of the stored information;
5. **Customer:** the natural or legal person which is acting as a professional and/or for a company;
6. **Entrepreneur:** the natural or legal person that offers products, (access to) digital content, and/or services to customers at a distance;
7. **Distance contract:** a contract that is entered into between the entrepreneur and the customer in the context of an organised system for sales of products at a distance, digital content, and/or services whereby, until the contract is entered, exclusive or partial use is made of one or more techniques for communication at a distance;
8. **Written:** in these terms and conditions, "written" includes communication via email and fax if the identity of the sender and the integrity of the email are sufficiently certain;
9. **Technique to communicate at a distance:** a resource that can be used for entering into a contract without the customer and the entrepreneur having to come together at the same time in the same space;
10. **Website:** the entrepreneur's web shop on which goods and services are offered which can be bought by customers;
11. **Platform:** the external environment on which entrepreneurs can offer goods and services which can be bought by customers.

Article 2 – Identity of the entrepreneur

HBI Commerce LTD
C/O Tmf Group
20 Farringdon Street
EC4A 4AB
London - United Kingdom

E-mail address: webservice@vidaXL.co.uk

Registration No: 07772128

VAT No: GB137229219

Article 3 - Applicability

1. These terms and conditions are applicable to every offer of the entrepreneur and every distance contract between the entrepreneur and the customer.

2. If the customer includes provisions or conditions that deviate from or do not appear in the general terms and conditions in their assignment, then provisions or conditions will only be applicable to the entrepreneur in the case they are accepted expressly in written form.
3. The text of these terms and conditions will be made available to the customer before the distance contract is entered. If this is not reasonably possible, the entrepreneur will state, before the distance contract is entered, the way the terms and conditions can be consulted at the entrepreneur and that they can be sent as soon as possible, free of charge, at the customer's request.
4. If the distance contract is concluded electronically, it may be that, contrary to the previous paragraph and before the distance contract is entered, the text of these terms and conditions can be made available to the customer by electronic means in such a way that it can be stored by the customer in a simple manner on a durable data carrier. If this is not reasonably possible then, before the distance contract is entered, it will be stated where the terms and conditions can be consulted by electronic means and that they will be sent electronically or in another way, free of charge, at the customer's request.
5. If and insofar as one of the provisions of these general terms and conditions is null or void, the concerning provision must be read in the way of the legally permitted provision that is closest in content to the intentions of the parties, as it appears from the null or void provision, while the remaining provisions remain fully in effect.
6. If, in addition to these terms and conditions, specific conditions of an external platform on which products and services are being offered by the entrepreneur apply, the customer can, in the event of conflicting conditions, always invoke the applicable condition that is most favourable to them, but only if the Terms & Conditions are non-derogable.

Article 4 – The offer

1. If an offer is subject to a limited duration or subject to conditions, this will be explicitly stated in the offer.
2. The offer will include a full and detailed description of the offered products, digital content, and/or services.
3. The content of the website as well as its offer have been composed with the greatest care. However, the entrepreneur cannot guarantee that all information on the website is always correct and complete. Because of this, all prices, the offer and other information on the website and in other materials from the entrepreneur are subject to obvious programming and typing errors.

Article 5 - The contract

1. The contract shall come into force at the time the customer accepts the offer and complies with the corresponding conditions.
2. If the customer has accepted the offer by electronic means, the entrepreneur will immediately confirm by electronic means the receipt of the acceptance of the offer. If the receipt of acceptance of the offer has not been confirmed by the entrepreneur, the customer can terminate the contract.
3. After the customer accepts the offer, the entrepreneur reserves the right to cancel the offer within 3 working days of acceptance. The entrepreneur will notify the customer immediately of such cancellations.
4. If the contract is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to secure the electronic transfer of data and will ensure a secure web environment. If the customer can pay electronically, the entrepreneur will observe appropriate security measures to this end.
5. If, after the contract is accepted, it turns out the client has provided any incorrect details, the entrepreneur has the right to fulfil its obligations only after receiving the correct details.
6. The entrepreneur can, within the statutory provisions, investigate whether the customer can fulfil their payment obligations, as well as investigate all the facts and factors that are of importance for entering into the distance contract responsibly. If, based on this investigation, the entrepreneur has solid grounds for not entering into the contract, they are entitled to refuse an order or application, stating reasons, or to attach special conditions to the implementation. If the entrepreneur, based on the investigation, declines the request or attaches special conditions to it, the customer will be informed of this no later than 3 days after concluding the contract.

Article 6 - Pricing

1. All prices mentioned on the website of and in other materials from the entrepreneur, are including VAT (unless stated otherwise) and unless stated differently on the website, are including other applicable charges.
2. Contrary to the previous paragraph, the entrepreneur can offer products or services, whose prices are linked to fluctuations on the financial market over which the entrepreneur has no influence, at variable prices. This linkage to fluctuations and the fact that any stated prices are target prices will be stated in the offer.
3. The entrepreneur can change prices 2 weeks after conclusion of the contract. Customers that do not agree with the change have the authority to terminate the contract without being charged for this by the entrepreneur.
4. Additional charges, such as delivery fees and payment fees, will be mentioned on the website and will at least be shown during the order process.

Article 7 – Performance of the contract and additional guarantee

1. The entrepreneur guarantees that the delivered products and services comply with the contract, on the understanding that minor deviations accepted in the sector regarding specified sizes, weights, quantities, discolorations and slight mutual colour deviations, etc., do not count as shortcomings on the part of the entrepreneur.

2. The customer must examine the goods delivered at the time of delivery and the customer must check whether the delivered goods meet the contract stipulations. This includes:

- whether the correct goods have been delivered;
- whether the delivered goods correspond in terms of quantity and number with what has been agreed;
- whether the delivered goods meet the requirements that may be set for normal use and/or commercial purposes.

In case of visible defects or shortcomings, the customer must report these to the entrepreneur within 14 days after delivery. In case non-visible defects or shortcomings are found, the customer must report these to the entrepreneur within 14 days at the latest after he could reasonably have discovered these. If the customer does not do this, he is no longer entitled to any form of repair, replacement, compensation and/or refund in respect of these defects.

3. If the entrepreneur considers a complaint to be justified, the relevant products will be repaired, replaced or (partially) reimbursed after consultation with the customer. The entrepreneur can thereby redirect the customer to a manufacturer or supplier.

Article 8 – Delivery and execution

1. In compliance with that which is stated in this respect in article 3 of these terms and conditions, the entrepreneur will carry out accepted orders with appropriate rapidity.

2. The entrepreneur is entitled to engage third parties if required to perform the duties under the contract.

3. The specified delivery times must be interpreted as a duty of reasonable effort and are deemed to have been approximated. The entrepreneur is free to choose the carrier. Except in the event of intent or deliberate recklessness on the part of the seller, exceeding of the delivery time shall never entitle the customer to any form of compensation.

4. The entrepreneur reserves the right to deliver sold products in parts.

5. The risk of damage to and/or loss of products rests with the entrepreneur until the time of delivery to the customer, unless expressly agreed otherwise. If the customer agrees to pick up the products, the risk is transferred when the products are handed over.

6. If the customer, or a third party designated by them, is not present at the delivery address on the agreed time to receive the products, the entrepreneur has the right to take back the products. In consultation with the customer, the entrepreneur might, at additional costs, offer the products to the customer at a different time and/or day. If delivery proves to be impossible, the payment obligation will not be cancelled and any additional costs, including the return costs, will be charged to the customer.

Article 9 – Extended transactions: duration, termination, and extension

Termination:

1. The customer can always terminate a contract that is entered for an indefinite period and is for the regular delivery of products, digital content or services in accordance with the termination rules agreed to and a period of notice of no more than two months.

2. The customer can always terminate a contract that is entered for a definite period and is for the regular delivery of products (including electricity), digital content or services at the end of the definite period with the observance of the termination regulations agreed for this purpose and a period of notice of a maximum of two months.

3. The customer can terminate the contracts stated in the foregoing paragraphs in writing.

Extension:

4. A contract that is entered for a set period and is for the regular delivery of products (including electricity), digital content or services will be automatically extended for the same definite period.

5. The mentioned periods of notice also apply for terminations by the entrepreneur

Article 10 - Payment

1. The customer has the duty to pay the entrepreneur with the during the order process and on the website mentioned payment methods. The entrepreneur is free to offer various payment methods which can change from time to time. Insofar as not otherwise determined, the customer is obligated to pay within 14 days of delivery.

2. If the customer does not fulfil their payment obligation(s) in a timely manner, they are immediately liable by law, without a notice of default being required. The entrepreneur is entitled to increase the amount payable by

statutory interest rate and the entrepreneur is entitled to charge the extrajudicial collection costs incurred by them to the customer.

Article 11- Retention of title

1. Delivered goods remain the ownership of the entrepreneur until the customer pays the payable amount in full.

Article 12- Liability

1. Subject to intention or gross negligence, the total liability of the entrepreneur towards the customer due to imputable failure in the performance of the contract is limited to compensation to a maximum of the amount stipulated for that contract (including VAT). In case of a long-term contract, then said liability is limited to a reimbursement of the amount that the customer owed to the entrepreneur in the 3 months preceding the event causing the damage.
2. The entrepreneur shall not be liable towards the customer for indirect damage, including, but not limited to, consequential damage, loss of profit, missed savings, loss of data or damage due to business interruption.
3. The customer indemnifies the entrepreneur against any claims in respect of third parties, except in the event of intent or deliberate recklessness on the part of the entrepreneur or a statutory director of the entrepreneur.
4. The preceding paragraphs shall not apply to damage suffered by the customer caused by reselling faulty products purchased from the entrepreneur, in case the clients of the customer commit to legal action against them.
5. Unless performance of the contract is permanently impossible, the liability of an entrepreneur due to an attributable failure to fulfil an obligation from the contract shall only arise if the customer informs the entrepreneur forthwith, in writing, with a reasonable deadline for remedying the failure, and the entrepreneur continues to be in default in the fulfilment of its obligation after that term. The notice of default must contain an as complete and as detailed a description as possible of the shortcoming, so that the entrepreneur is given the opportunity to respond adequately.
6. A condition for any right to compensation is that the customer always reports the damage to the entrepreneur in writing as soon as possible, but no later than 14 days after it arises. Damage that has not been brought to the attention of the entrepreneur within that period is not eligible for compensation, unless the customer can demonstrate that he could not have reported the damage earlier.
7. In the event of force majeure, the entrepreneur shall not be obliged to compensate for any damage to the customer.

Article 13 – Complaints procedure

1. The entrepreneur has a sufficiently publicised complaints procedure and will deal with the complaint in compliance with this complaints procedure.
2. Complaints concerning the performance of the contract must be submitted to the entrepreneur, fully and clearly described, within a reasonable period after the customer has ascertained the defects.
3. Complaints submitted to the entrepreneur will be replied to within a period of 14 days calculated from the date of receipt. If a complaint requires a foreseeably longer processing time, the entrepreneur will reply within the period of 14 days with a confirmation of receipt and an indication of when the customer can expect a more extensive reply.

Article 14 - Disputes

1. Contracts between the entrepreneur and the customer to which these terms and conditions apply are exclusively governed by the laws of the Netherlands.
2. Any disputes that might arise from the contract and cannot be settled amicably, may exclusively be submitted to the court of Oost-Brabant, location 's-Hertogenbosch. This is subject to the extent that mandatory rules of jurisdiction limit this choice. The entrepreneur and customer may settle their disputes by means of binding advice or arbitration.

Terms of use for the website vidaXL

Version: 2020-12-22

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Article 1 - Definitions

- **Account:** The account that the User must generate to be able to place orders, participate in Auctions and leave Reviews.
- **Third Party Seller(s):** A third party that offers products to Users through the Website.
- **User:** Any visitor to the Website.
- **Terms and Conditions of Use:** These Terms and Conditions of Use for the websites of vidaXL.
- **Review:** A review that can be left by the User of vidaXL, the Website and/or Third Party Seller(s).
- **Auctions:** The Auctions that are held by vidaXL on the Website.
- **vidaXL:**
 vidaXL Marketplace LTD
 C/O Tmf Group
 20 Farringdon Street
 EC4A 4AB
 London - United Kingdom

 E-mail address: webservice@vidaXL.co.uk
 Registration No: 12274156
- **Website:** the website as actively found under the URL vidaxl.nl and any other website, URL or application dedicated by vidaXL.

Article 2 - Applicability

1. These Terms and Conditions of Use are applicable to any use of the Website, including the use of the Account.
2. vidaXL reserve the right to amend these Terms and Conditions of Use from time to time. The amended Terms and Conditions of Use will be applicable as soon as they have been published on the Website. For that reason, it is advisable to check the Terms and Conditions of Use regularly.

Article 3 – Customer Account

1. To be able to place orders, participate in Auctions and leave reviews, it is necessary to generate an Account. The User can generate an Account by supplying the required information through the online form on the Website. This form can be found under the header “New customer?”.
2. To generate an Account the User must:
 - a. be at least 18 years of age at the moment the Account is requested;
 - b. have a valid email address.
3. After the Account has been generated, the User will receive a confirmation email. As soon as the Account has been activated, the User can log in using his or her email address and the password chosen by him or her.
4. A certain email address can only be used once to generate an Account. An Account is strictly personal, not transferrable, and linked to the User who has generated the Account.

5. The User must ensure that the information he or she supplies regarding the Account and in any further communication with vidaXL is correct, complete and up to date. Any alteration in the personal data can be made by the User him or herself by logging onto the Account and processing the changes.
6. The User needs to keep the password confidential, and must take reasonable measures to prevent unauthorised third parties from gaining knowledge of and using the password and/or his or her Account.
7. The User is obliged to notify vidaXL immediately in the event of loss, theft or (suspected) abuse or unauthorised use of the password and/or the Account by a third party. Until such time that this notification is actually received by vidaXL, the User will be held accountable for any damages resulting from the abuse of the password and/or the Account.
8. If vidaXL ascertain or have reason to suspect that unauthorised third parties are using or able to use the User's Account, vidaXL reserve the right to immediately block the Account in question, and recover any damages vidaXL may suffer as a result of this from the User, without vidaXL being held accountable for the damages suffered by the User.

Article 4 – Use of the Website

1. The User guarantees that the information and data supplied by him or her is correct, complete and reliable. vidaXL reserve the right to check the correctness of the supplied information and data, and to remove the information and data of the User, should it be proven that it is incorrect or its correctness cannot be verified.
2. The User is not allowed to:
 - disrupt the operation of the Website or use software that could disrupt the operation of the Website;
 - initiate processes or allow them to continue, of which he or she can reasonably suspect that they restrict other internet users or adversely affect the use of the Website;
 - pose as another User.
3. The User is not allowed to replicate or make available (by means of deeplinking or otherwise) the Website or any part of it without having previously attained permission in writing from vidaXL.

Article 5 – Orders

1. The General Terms and Conditions of vidaXL and the Return Conditions of vidaXL are applicable to all orders from vidaXL placed through the Website. The User accepts these General Terms and Conditions and Return Conditions when generating an Account.
2. For orders from Third Party Sellers through the Website, the general terms and conditions and return conditions of the Third Party Seller(s) in question are applicable. These can be found on the Third Party Seller(s) company page. If the Third Party Seller(s) does not have any separate return conditions, the Return Conditions of vidaXL are applicable to the purchase agreement between the User and the Third Party Seller(s).

Article 6 - Auctions

1. The Auction Conditions of vidaXL are applicable to participation in the Auctions held by vidaXL on the Website. The User accepts these Auction Conditions when generating an Account, or at least at such time that the User first participates in an Auction.
2. The User is not allowed to unfairly or improperly influence the bidding in any way.

Article 7 - Reviews

1. After a purchase through the Website, the User may be prompted by or on behalf of vidaXL to assess vidaXL, the Website and/or Third Party Seller(s) by leaving a Review. vidaXL reserve the right –but not the obligation to place a Review on the Website or publish it in any other way, including the name, place of residence and date of the review as supplied by the User.
2. In case the Reviews are collected by a third party on behalf of vidaXL, the general terms and conditions and/or terms and conditions of use of the party in question are applicable to the Reviews.
3. vidaXL reserve the right not to publish a Review or remove it from the website if the Third Part Seller can prove that the review in question is:
 - in contravention to the legislation or regulations in force;
 - in contravention to public order or decency;
 - a review of the product only;

- is not pertaining to the Third Party Seller in question;
- contains personal information of a third party;
- contains a URL or advertising;
- is fraudulent.

Article 8 – Terminating the Account and Website functionalities

1. vidaXL reserve the right to refuse Users or terminate their account unilaterally if there is reason to, for instance in case of:
 - unauthorised use or abuse of the Website and/or the Account;
 - failure to adhere to these Terms and Conditions of Use or the Auction Conditions;
 - failure to adhere to agreements made between the User and vidaXL and/or Third Party Seller(s).
2. In addition, vidaXL have the right to limit, deny or revoke certain possible usages or to temporarily block the Account from being used in cases as described under Article 8.1.
3. At all times, vidaXL reserve the right to stop making certain functionalities of the Website available or amend these.

Article 9 - Privacy and personal data

1. The personal data supplied by the User to vidaXL, such as his or her name and address, telephone numbers and email addresses, are processed by vidaXL in files that are the property of vidaXL. This information will be used by vidaXL in order to manage Accounts and Auctions, process orders, delivery and invoicing and possible mediation in disputes between Users and Third Party Seller(s).
2. At all times, the User is able to access, alter or expand on his or her personal data by logging onto his or her account.
3. In principle, vidaXL will not supply personal data to third parties, unless this is required in order to execute an agreement with the User. vidaXL will for instance supply the User's name and address, email address and telephone number to Third Party Seller(s), as far as this is required to execute a purchase agreement between the User and the Third party Seller(s). The communication between the User and Third party Seller(s) is handled through an email application of vidaXL's. The communication is stored on vidaXL's servers and can be accessed and used by vidaXL in order to:
 - assist the user and/or Third Party Seller(s) in case of questions and/or issues;
 - assess if the Third Party Seller(s) meets/has met the his or her requirements;
 - and analyse process improvements.
4. The Websites uses cookies. Cookies are for instance deployed to remember supplied log in data. In addition, third party cookies are deployed on the Website.
5. The User may set up his or her browser in such a way that it does not receive cookies during his or her visit to the Website. It may be possible in this case however, that the User cannot fully utilise all functionalities of the Website, or his or her access to parts of the Website and/or the Account is restricted.
6. vidaXL reserve the right to store data regarding the visitor's behaviour on the Website (the IP address used, among other things) if suspicions arise that abuse and/or unauthorised use of the Website is conducted through the User's account.
7. For more information on the way vidaXL use the Users' personal data and deploy cookies on the Website, please refer to vidaXL's privacy policy, as found on the Website.

Article 10 –Intellectual property and third party information

1. Unless otherwise specified, all rights, including copyright and other intellectual property rights of the (information supplied on) the Website are reserved by vidaXL, in so far as they are not reserved by third parties/license holders that make the information available.
2. The User is allowed to consult (the information supplied on) the Website and make copies of it for personal use, for instance by printing or storing it. Any other use, for instance storing or reproducing (parts of) the Website on a separate internet website or the creation of connections, hyperlinks and deeplinks to (parts of) the Website, is not permitted without explicit written permission from vidaXL.

3. The information on the Website is partly supplied by third parties, such as Third Party Sellers and other Users (in the case of Reviews). vidaXL cannot be held responsible for any damage resulting from incorrect, incomplete or wrongful information supplied by third parties on the Website.
4. The Website may contain links to external internet pages. vidaXL cannot be held responsible for the use or content of webpages to which a link to the Website is featured, or which feature a link to the Website.

Article 11 - Liability

1. The User acknowledges that in case of orders with Third Party Seller(s), the purchase agreement is made between the User and the Third Party Seller(s), and that vidaXL neither are nor will be any party in this agreement.
2. As such, vidaXL is not obligated to verify or assess the quality, quantity or capacity of the products that are offered by Third Party Sellers on the Website and cannot be held responsible in any way for damages resulting from the fact that such information turns out to be to be incorrect, incomplete or wrongful.
3. Should vidaXL be liable for damages incurred regardless, this liability is limited to the purchase price of the product in question, as invoiced by the Third Party Seller to the User in any case.
4. The liability of vidaXL, of whatever nature it may be, is limited to the amount that vidaXL's liability insurance recompenses in the case in question.

Article 12 - Various

1. If one or more of the stipulations of these Terms and Conditions of Use may be or become no longer binding, invalid or inexecutable, the other stipulations will remain valid in full. In such a case, vidaXL will replace the stipulation in question with a new stipulation, to be determined by vidaXL and nearing the meaning of stipulation in question as much as possible.
2. To the use of the Website, the use of the Account and these Terms and Conditions, Dutch law is solely applicable.