

General Terms and Conditions

Table of Contents:

Article 1 - Definitions

Article 2 - Identity of the entrepreneur

Article 3 - Applicability

Article 4 - The offer

Article 5 - The agreement

Article 6 - Right of withdrawal

Article 7 - Obligations of the consumer during the cooling-off period

Article 8 - Exercise of the right of withdrawal by the consumer and associated costs

Article 9 - Obligations of the entrepreneur in case of withdrawal

Article 10 - Exclusion of the right of withdrawal

Article 11 - The price

Article 12 - Performance of the agreement and additional warranty

Article 13 - Delivery and execution

Article 14 - Long-term transactions: duration, termination, and extension

Article 15 - Payment

Article 16 - Complaints procedure

Article 17 - Disputes

Article 18 - Additional or deviating provisions

Article 1 - Definitions

In these conditions, the following terms are understood to mean:

Additional agreement: an agreement whereby the consumer acquires products, digital content, and/or services in connection with a distance agreement and these items, digital content, and/or services are delivered by the entrepreneur or by a third party based on an agreement between that third party and the entrepreneur;

Cooling-off period: the period during which the consumer can exercise their right of withdrawal;

Consumer: a natural person who does not act for purposes related to their trade, business, craft, or profession;

Day: calendar day;

Digital content: data produced and delivered in digital form;

Durable medium: any tool, including email, that enables the consumer or entrepreneur to store information personally addressed to them in a way that facilitates future consultation or use during a period tailored to the purpose for which the information is intended, and allows unaltered reproduction of the stored information;

Right of withdrawal: the consumer's option not to proceed with the distance agreement within the cooling-off period;

Entrepreneur: a natural or legal person who offers products, (access to) digital content, and/or services at a distance to consumers;

Distance agreement: an agreement concluded between the entrepreneur and the consumer as part of an organized system for the distance selling of products, digital content, and/or services, where only or partly use is made of one or more techniques for communication at a distance up to and including the conclusion of the agreement;

Model withdrawal form: the European model withdrawal form included in Annex I to these terms and conditions. Annex I does not have to be provided if the consumer has no right of withdrawal with regard to their order;

Technique for communication at a distance: a means that can be used for concluding an agreement without the consumer and entrepreneur being in the same place at the same time.

Article 2 - Identity of the entrepreneur

Meenk B.V. is a trade name of Van Vliet B.V.

Registered address:

Gouwelandenlaan 11

2408 ZG Alphen aan den Rijn

The Netherlands

Phone number: +31 172 42 42 00 on working days from 08:30 am to 05:00 pm.

Email address: sales@van-vliet.com

Chamber of Commerce (KvK) number: 28033771

VAT identification number (BTW/VAT): NL811204108B01

If the activities of the entrepreneur are subject to a relevant licensing system: the details of the supervisory authority. If the entrepreneur engages in a regulated profession:

The professional association or organization to which they belong;

The professional title, the place in the EU or the European Economic Area where it was awarded;

A reference to the professional rules applicable in the Netherlands and indications of where and how these professional rules can be accessed.

Article 3 - Applicability

These general terms and conditions apply to every offer made by the entrepreneur and to every distance agreement concluded between the entrepreneur and the consumer.

Before the distance agreement is concluded, the text of these general terms and conditions will be made available to the consumer. If this is not reasonably possible, the entrepreneur will indicate, before the distance agreement is concluded, how the general terms and conditions can be inspected by the consumer and that they will be sent free of charge at the consumer's request.

If the distance agreement is concluded electronically, contrary to the previous paragraph, and before the distance agreement is concluded, the text of these general terms and conditions can be made available to the consumer electronically in such a way that the consumer can easily store it on a durable medium. If this is not reasonably possible, before the distance agreement is concluded, it will be indicated where the general terms and conditions can be electronically consulted and that they will be sent free of charge at the consumer's request.

In the event that specific product or service conditions also apply in addition to these general terms and conditions, the second and third paragraphs apply by analogy, and the consumer can always rely on the applicable provision that is most favorable to them in the event of conflicting general terms and conditions.

Article 4 - The offer

If an offer has a limited period of validity or is made subject to conditions, this will be explicitly stated in the offer.

The offer contains a full and accurate description of the products, digital content, and/or services offered. The description is sufficiently detailed to enable the consumer to make a proper assessment of the offer. If the entrepreneur uses images, these are a true representation of the products, services, and/or digital content offered. Obvious mistakes or errors in the offer do not bind the entrepreneur.

All images, specifications, and information in the offer are indicative and cannot give rise to compensation or termination of the agreement.

Images of products are a true representation of the products offered. The entrepreneur cannot guarantee that the displayed colors exactly match the actual colors of the products.

Each offer contains such information that it is clear to the consumer what rights and obligations are attached to accepting the offer. This concerns, in particular:

The price, including taxes;

Any costs of delivery;

The way in which the agreement will be concluded and which actions this will require;

Whether or not the right of withdrawal is applicable;

The method of payment, delivery, or execution of the agreement;

The period for accepting the offer or the period for adhering to the price;

The level of the rate for distance communication if the costs of using the technique for communication at a distance are calculated on a basis other than the regular basic rate for the chosen means of communication;

Whether the agreement will be archived after its conclusion and, if so, how it can be consulted by the consumer;

The way in which the consumer, before concluding the agreement, can check the data provided by them in the context of the agreement and, if desired, restore it;

Any other languages in which, in addition to Dutch, the agreement can be concluded;

The codes of conduct to which the entrepreneur is subject and the way in which the consumer can consult these codes of conduct electronically;

The minimum duration of the distance agreement in the event of a longer-term transaction.

Article 5 - The agreement

The agreement is concluded, subject to the provisions of paragraph 4, at the moment the consumer accepts the offer and complies with the conditions set.

If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm electronically the receipt of the acceptance of the offer. As long as the entrepreneur has not confirmed the acceptance, the consumer can terminate the agreement.

If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to secure the electronic transfer of data and ensure a secure web environment. If the consumer can pay electronically, the entrepreneur will observe appropriate security measures.

The entrepreneur can within legal frameworks inform themselves whether the consumer can meet their payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the distance agreement. If, based on this investigation, the entrepreneur has good reasons not to enter into the agreement, they are entitled to refuse an order or request, giving reasons, or to attach special conditions to the execution.

Together with the product or service, the entrepreneur will send the consumer the following information in writing, or in such a way that the consumer can store it in an accessible manner on a durable medium:

The visiting address of the entrepreneur's business establishment where the consumer can contact for complaints;

The conditions under which and the manner in which the consumer can exercise the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;

Information about warranties and existing after-sales service;

The price, including all taxes on the product, service, or digital content; insofar as applicable, the delivery costs, and the method of payment, delivery or execution of the distance agreement;

The requirements for termination of the agreement if the agreement has a duration of more than one year or is indefinite.

In the case of an extended transaction, the provision in the previous paragraph applies only to the first delivery.

Every agreement is entered into under the suspensive conditions of sufficient availability of the products, digital content, and/or services concerned.

Article 6 – Right of Withdrawal

For Products:

The consumer can cancel an agreement related to the purchase of a product within a cooling-off period of at least 14 days without providing reasons. The entrepreneur may ask the consumer for the reason for withdrawal but cannot compel them to disclose their reason(s).

The cooling-off period mentioned in paragraph 1 starts on the day after the consumer, or a third party designated by the consumer, who is not the carrier, has received the product, or:

a. If the consumer has ordered multiple products in the same order: the day the consumer, or a third party designated by them, received the last product. The entrepreneur may refuse an order for multiple products with different delivery times, provided they have clearly informed the consumer of this prior to the ordering process.

b. If the product consists of multiple shipments or parts: the day the consumer, or a third party designated by them, received the last shipment or part.

c. In agreements for regular delivery of products over a specified period: the day the consumer, or a third party designated by them, received the first product.

For Services and Digital Content Not Supplied on a Tangible Medium:

The consumer can cancel a service agreement and an agreement for the delivery of digital content not supplied on a tangible medium for at least 14 days without providing reasons. The entrepreneur may ask the consumer for the reason for withdrawal but cannot compel them to disclose their reason(s).

The cooling-off period mentioned in paragraph 3 starts on the day following the conclusion of the agreement.

Extended Cooling-Off Period for Products, Services, and Digital Content Not Supplied on a Tangible Medium If No Information About the Right of Withdrawal Is Provided:

If the entrepreneur has not provided the consumer with the legally required information about the right of withdrawal or the withdrawal form, the cooling-off period expires twelve months after the end of the original cooling-off period determined in accordance with the preceding paragraphs of this article.

If the entrepreneur provides the information referred to in the preceding paragraph to the consumer within twelve months of the start of the original cooling-off period, the cooling-off period expires 14 days after the day on which the consumer receives that information.

Article 7 – Consumer's Obligations During the Cooling-Off Period

During the cooling-off period, the consumer shall handle the product and its packaging with care. They shall only unpack or use the product to the extent necessary to establish the nature, characteristics, and functioning of the product. The principle here is that the consumer may only handle and inspect the product as they would be allowed to do in a physical store.

The consumer is only liable for any reduction in the product's value resulting from handling the product beyond what is allowed in paragraph 1.

The consumer is not liable for any reduction in the product's value if the entrepreneur has not provided all legally required information about the right of withdrawal before or at the conclusion of the agreement.

Article 8 – Exercise of the Right of Withdrawal by the Consumer and Associated Costs

If the consumer exercises their right of withdrawal, they shall notify the entrepreneur of this within the cooling-off period by using the standard withdrawal form or by any other unambiguous method.

The consumer shall return the product as soon as possible, but no later than 14 days after the day following the notification mentioned in paragraph 1, or hand it over to the entrepreneur or their authorized representative. This is not necessary if the entrepreneur has offered to pick up the product themselves. The consumer has complied with the return deadline at the latest if they return the product before the cooling-off period has expired.

The consumer shall return the product with all accessories, if reasonably possible, in its original condition and packaging, and in accordance with the reasonable and clear instructions provided by the entrepreneur.

The risk and burden of proof for the correct and timely exercise of the right of withdrawal lie with the consumer.

The consumer shall bear the direct costs of returning the product. If the entrepreneur has not informed the consumer that they have to bear these costs, or if the entrepreneur indicates they will bear the costs, the consumer does not have to bear the costs of returning the product.

If the consumer withdraws from a service agreement or an agreement for the supply of gas, water, or electricity not made ready for sale in a limited volume or quantity, after first expressly requesting that the performance of the service or the supply of gas, water, or electricity not made ready for sale in a limited volume or quantity begins during the cooling-off period, the consumer is liable for an amount that is proportional to that part of the obligation that the entrepreneur has fulfilled at the time of withdrawal, compared to full compliance with the obligation.

The consumer does not bear the costs for the performance of services or the supply of water, gas, or electricity not made ready for sale in a limited volume or quantity, or for district heating if:

- a. the entrepreneur has not provided the consumer with the legally required information about the right of withdrawal, the reimbursement of costs upon withdrawal, or the standard withdrawal form; or
- b. the consumer has not expressly requested the commencement of the service or the supply of gas, water, electricity, or district heating during the cooling-off period.

The consumer does not bear the costs for the full or partial supply of digital content not supplied on a tangible medium if:

- a. they have not consented to the start of the performance of the agreement before the end of the cooling-off period;

- b. they have not acknowledged the loss of their right of withdrawal when giving their consent; or
- c. the entrepreneur failed to confirm this statement from the consumer.

If the consumer exercises their right of withdrawal, all additional agreements are automatically terminated.

Article 10 – Exclusion of the Right of Withdrawal

The entrepreneur can exclude the following products and services from the right of withdrawal, but only if they have clearly stated this in the offer, or at least in a timely manner before the conclusion of the agreement:

Products or services whose price is subject to fluctuations in the financial market that the entrepreneur has no influence over, and that may occur within the cooling-off period.

Agreements concluded at a public auction. A public auction means a method of sale whereby products, digital content, and/or services are offered by the entrepreneur to the consumer who is personally present or has the opportunity to be present at the auction, conducted by an auctioneer, and where the successful bidder is obliged to take the products, digital content, and/or services.

Service agreements, after full performance of the service, but only if:

- a. performance began with the consumer's explicit prior consent; and
- b. the consumer has stated that they will lose their right of withdrawal once the entrepreneur has fully performed the agreement.

Package travel, as referred to in Article 7:500 of the Dutch Civil Code, and passenger transport agreements.

Service agreements for the provision of accommodation, as long as the agreement provides for a specific date or period of performance and is not for residential purposes, as well as for the carriage of goods, car rental services, and catering.

Agreements related to leisure activities, as long as the agreement provides for a specific date or period of performance.

Products made to the consumer's specifications, which are not pre-manufactured and which are made based on the consumer's individual choice or decision, or which are clearly personalized for a specific person.

Perishable products, such as food and flowers.

Sealed products that were unsealed after delivery and are not suitable for return due to health protection or hygiene reasons.

Products that, by their nature, are irrevocably mixed with other products after delivery.

Alcoholic beverages of which the price was agreed at the time of the conclusion of the agreement, but the delivery of which can only take place after 30 days, and the actual value of which is dependent on fluctuations in the market that the entrepreneur has no influence over.

Sealed audio, video recordings, and computer software, the sealing of which was broken after delivery.

Newspapers, periodicals, or magazines, with the exception of subscription agreements for the supply of such publications.

Agreements concluded during a public auction. A public auction means a method of sale whereby products, digital content, and/or services are offered by the entrepreneur to the consumer who is personally present or has the opportunity to be present at the auction, conducted by an auctioneer, and where the successful bidder is obliged to take the products, digital content, and/or services.

Service agreements, after full performance of the service, but only if:

- a. performance began with the consumer's explicit prior consent; and

b. the consumer has stated that they will lose their right of withdrawal once the entrepreneur has fully performed the agreement.

Package travel, as referred to in Article 7:500 of the Dutch Civil Code, and passenger transport agreements.

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Agreements related to leisure activities, as long as the agreement provides for a specific date or period of performance.

Products made to the consumer's specifications, which are not pre-manufactured and which are made based on the consumer's individual choice or decision, or which are clearly personalized for a specific person.

Sealed products that were unsealed after delivery and are not suitable for return due to health protection or hygiene reasons.

Products that, by their nature, are irrevocably mixed with other products after delivery.

Alcoholic beverages of which the price was agreed at the time of the conclusion of the agreement, but the delivery of which can only take place after 30 days, and the actual value of which is dependent on fluctuations in the market that the entrepreneur has no influence over.

Sealed audio, video recordings, and computer software, the sealing of which was broken after delivery.

Newspapers, periodicals, or magazines, with the exception of subscription agreements for the supply of such publications.

Please note that these articles are part of the Dutch Civil Code and may be subject to change or interpretation by legal authorities. If you have a specific question or require legal advice, it's recommended to consult with a legal professional or authority.

Article 11 – The Price

During the validity period stated in the offer, the prices of the offered products and/or services shall not be increased, except for price changes due to changes in VAT rates.

Notwithstanding the previous paragraph, the entrepreneur may offer products or services whose prices are subject to fluctuations in the financial market and over which the entrepreneur has no influence, with variable prices. These fluctuations and the fact that prices may be indicative shall be stated in the offer.

Price increases within 3 months after the conclusion of the contract are only allowed if they are the result of legal regulations or provisions.

Price increases from 3 months after the conclusion of the contract are only allowed if the entrepreneur has stipulated this and:

- a. They are the result of legal regulations or provisions; or
- b. The consumer has the authority to terminate the contract with effect from the day the price increase takes effect.

The prices mentioned in the offer of products or services include VAT.

Article 12 – Performance of the Agreement and Additional Warranty

The entrepreneur guarantees that the products and/or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of soundness and/or usability, and the legal provisions and/or government regulations existing on the date the agreement was concluded. If

agreed, the entrepreneur also guarantees that the product is suitable for purposes other than normal use.

An additional warranty provided by the entrepreneur, its supplier, manufacturer, or importer never limits the legal rights and claims that the consumer may assert against the entrepreneur under the agreement in case the entrepreneur fails to fulfill its part of the agreement.

An additional warranty is understood to mean any commitment by the entrepreneur, its supplier, importer, or manufacturer that grants the consumer certain rights or claims that go beyond what is legally required in case the entrepreneur fails to fulfill its part of the agreement.

Article 13 – Delivery and Execution

The entrepreneur shall exercise the utmost care when receiving and executing product orders and when assessing requests for the provision of services.

The consumer's address, as communicated to the entrepreneur, shall be the place of delivery.

Considering what is stated in Article 4 of these general terms and conditions, the entrepreneur shall execute accepted orders promptly but not later than within 30 days, unless a longer delivery period was agreed upon. If the delivery is delayed or if an order cannot be filled or can only be partially filled, the consumer shall be informed about this no later than 30 days after the order was placed. In such cases, the consumer has the right to terminate the contract without any costs and is entitled to possible compensation.

After terminating the contract in accordance with the previous paragraph, the entrepreneur shall repay the amount paid by the consumer without delay.

The risk of loss and/or damage to products shall pass to the consumer at the moment of delivery to the consumer or a designated representative made known to the entrepreneur, unless explicitly agreed otherwise.

Article 14 – Long-Term Transactions: Duration, Termination, and Renewal

Termination:

A contract for an indefinite period, which involves the regular delivery of products (including electricity) or services, may be terminated by the consumer at any time with due observance of the termination rules agreed upon and a notice period of at most one month.

A contract for a definite period, which involves the regular delivery of products (including electricity) or services, may be terminated by the consumer at the end of the definite period with due observance of the termination rules agreed upon and a notice period of at most one month.

The consumer may enter into the agreements mentioned in the previous paragraphs:

At all times, and is not limited to termination at a specific time or during a specific period;

In the same manner as they were entered into by him;

With the same notice period as the entrepreneur has stipulated for himself.

Renewal:

4. A contract for a definite period, which involves the regular delivery of products (including electricity) or services, may not be tacitly renewed or extended for a specific duration.

Notwithstanding the previous paragraph, a contract for a definite period, which involves the regular delivery of daily, news, and weekly newspapers and magazines, may be tacitly renewed for a specific duration of up to three months, if the consumer can terminate this extended contract at the end of the extension with a notice period of at most one month.

A contract for a definite period, which involves the regular delivery of products or services, may only be tacitly renewed for an indefinite period if the consumer can terminate at any time with a notice period of at most one month. The notice period is at most three months in case the contract is for regular, but less than once a month, delivery of daily, news, and weekly newspapers and magazines.

A contract with a limited duration for the regular delivery of daily, news, and weekly newspapers and magazines (trial or introductory subscription) shall not be tacitly renewed and shall automatically terminate after the trial or introductory period.

Duration:

8. If a contract has a duration of more than one year, the consumer may terminate the contract at any time after one year with a notice period of at most one month, unless the reasonableness and fairness dictate that termination before the end of the agreed duration is not allowed.

Article 15 – Payment

Unless otherwise agreed in the contract or additional terms, the amounts payable by the consumer must be settled within 14 days after the cooling-off period has started, or, in the absence of a cooling-off period, within 14 days after the contract is concluded. In the case of a contract for the provision of a service, this period starts on the day following the consumer's receipt of the confirmation of the contract.

In consumer sales, the consumer may never be required to make a payment in advance of more than 50% in the general terms and conditions. When an advance payment is stipulated, the consumer cannot assert any rights regarding the execution of the order or service(s) in question before the stipulated advance payment has been made.

The consumer is obligated to report any inaccuracies in the payment details provided or mentioned to the entrepreneur without delay.

If the consumer fails to make a timely payment, the consumer shall owe the legal interest on the outstanding amount after the entrepreneur has reminded the consumer of the late payment and has granted the consumer a period of 14 days to meet the payment obligations, after the lapse of the 14-day period, the consumer shall also owe extrajudicial collection costs on the outstanding amount. These collection costs shall amount to a maximum of: 15% over outstanding amounts up to €2,500, 10% over the following €2,500, and 5% over the next €5,000, with a minimum of €40. The entrepreneur may deviate from the aforementioned amounts and percentages to the benefit of the consumer.

Article 16 – Complaints Procedure

The entrepreneur has a sufficiently publicized complaints procedure and handles complaints in accordance with this complaints procedure.

Complaints about the performance of the contract must be submitted to the entrepreneur fully and clearly described within a reasonable time after the consumer has discovered the defects.

Complaints submitted to the entrepreneur shall be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the entrepreneur shall reply within the period of 14 days with a notice of receipt and an indication of when the consumer can expect a more detailed answer.

The consumer shall give the entrepreneur at least 4 weeks to resolve the complaint in mutual consultation. After this period, a dispute arises that is subject to the dispute settlement.

Article 17 – Disputes

Only Dutch law shall apply to agreements between the entrepreneur and the consumer to which these general terms and conditions relate.

Article 18 – Additional or Deviating Provisions

Additional or deviating provisions from these general terms and conditions may not be to the detriment of the consumer and must be recorded in writing or in such a way that they can be stored by the consumer on a durable data carrier in an accessible manner.