

## General lease agreement terms

### Aktie-Shop dba Refurbished-Kinderwagens

**By agreeing to the general terms and conditions of delivery at the check out, the lessee has entered into the lease obligation with Refurbished Strollers. This is 1 to 1 part of the lease agreement.**

#### 1. Definitions

1.1. In these general terms and conditions the following terms are used in the following sense unless explicitly stated otherwise or unless the context indicates otherwise:

Aktie-Shop B.V. dba Refurbished Kinderwagens.nl is established at:  
Pieter Zeemanweg 121  
3316 GZ Dordrecht  
The Netherlands  
COC-number: 64121496 hereinafter to be called: Aktie-Shop B.V.

1.2. **lessee:** the natural or legal person who via the website at Aktie-Shop B.V. dba Refurbished Kinderwagens.nl enters into a lease agreement

1.3. **lease agreement:** the agreement between Aktie-Shop B.V. dba Refurbished Kinderwagens.nl and the lessee for the use of the baby products by the lessee and any other agreement between Aktie-Shop B.V. dba Refurbished Kinderwagens.nl and the lessee.

1.4. **product(s):** the product or products which are leased to the lessee by Aktie-Shop B.V. via the website.

1.5. **end date:** the date on which the lease agreement ends by cancellation by the lessee as set out in article 18

1.6. **website:** [www.refurbished-kinderwagens.nl](http://www.refurbished-kinderwagens.nl)

#### 2. General

2.1. These general terms and conditions apply to all lease agreements which are made through the website between Aktie-Shop B.V. dba Refurbished Kinderwagens.nl and the lessee.

2.2. Agreements between Aktie-Shop B.V. dba Refurbished Kinderwagens.nl and the lessee in deviation of, or in addition to these terms and conditions are only valid if expressly confirmed in writing by e-mail by the management of Aktie-Shop B.V.

2.3. If one or more provisions of these terms and conditions at any time wholly or partially invalid or void, then the rest of these terms and conditions remain in full force. The invalid or void provisions will be replaced by Aktie-Shop B.V. dba Refurbished Kinderwagens.nl, as much as possible the purpose and intent of the original provision (s) is observed.

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- 2.4. If Aktie-Shop B.V. dba Refurbished Kinderwagens.nl does not always requires strict compliance with these terms and conditions, does not mean that its provisions do not apply or that Aktie-Shop B.V. dba Refurbished Kinderwagens.nl in any way the right would lose in other cases the strict observance of the provisions of these terms and conditions.
- 2.5. Aktie-Shop B.V. dba Refurbished Kinderwagens.nl has the right to change these general terms and conditions. The new version of the general terms and conditions will only be applicable on agreements which have already been made if the lessee has explicitly agreed to this.

### **3. The product range**

- 3.1. The offer is without obligation.
- 3.2. The offer of Aktie-Shop B.V. dba Refurbished Kinderwagens.nl on the website is valid while supplies last.
- 3.3. If an offer has a limited period of validity or is made subject to conditions, this will be explicitly stated in the offer.
- 3.4. Information about the product is always indicative. All images are a true reflection of the products, services and/or digital content offered.
- 3.5. Offers do not automatically apply to future agreements.
- 3.6. Obvious mistakes or errors in the offer on the website are not binding to Aktie-Shop B.V. dba Refurbished Kinderwagens.nl.
- 3.7. The assortment offered on the website is subject to change.

### **4. Conclusion of the agreement (lease agreement)**

- 4.1. The agreement will be concluded after the lessee has completed the order procedure via the website.
- 4.2. After the agreement has been made through the website, Aktie-Shop B.V. dba Refurbished Kinderwagens.nl will send the lessee an email confirming that Aktie-Shop B.V. dba Refurbished Kinderwagens.nl has received the order. This confirmation email includes the order number and other details of the order of the lessee. If the lessee has not received a confirmation email from Aktie-Shop B.V. dba Refurbished Kinderwagens.nl immediately after placing the order, the lessee should contact the customer service of Aktie-Shop B.V. For the contact details of the customer service of Aktie-Shop B.V. dba Refurbished Kinderwagens.nl see article 13.
- 4.3. The order can only be placed through the website after the lessee has clicked that he agrees with these general terms and conditions. Upon request, a written copy of the general terms and conditions will be sent to the lessee.

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## 5. The lease agreement

- 5.1. The Lessee will have access to the baby product(s) for the duration of the Lease agreement.
- 5.2. The lease agreement entitles you to service (see further article 7). This is understood to mean: free repair of defects to baby products caused by wear and tear and normal use of the baby product(s).

## 6. Obligations of the lessee (conditions and liability)

- 6.1. All information provided by the lessee to Aktie-Shop B.V. dba Refurbished Kinderwagens.nl when making the agreement must be correct and complete.
- 6.2. It is not permitted to use the website in a way that could hamper other users or otherwise affect the proper functioning of the website. It is furthermore not permitted to bypass security measures or to use other than one's own personal login data to make use of closed sections of the website.
- 6.3. The products are exclusively intended for personal use by the lessee. It is not allowed to pass on the products to someone else or to let someone else use them.
- 6.4. The lessee will make normal use of the products as befits a good lessee and will ensure that the product is used in accordance with its intended purpose.
- 6.5. The use of the products by the lessee is at his own risk.
- 6.6. When the lessee doubts the safety of the products, he/she needs to contact Aktie-Shop B.V. dba Refurbished Kinderwagens.nl service department.
- 6.7. If the lessee puts the products into use, this will be considered proof that they function properly and do not have any defects.
- 6.8. The Lessee must have a SEPA bank account number.
- 6.9. The products remain the property of Aktie-Shop B.V. at all times. The lessee is not allowed to create or grant any (security) right on the products for a third party.
- 6.10. The lessee may not make any changes to the products that cannot be removed without damaging the products.
- 6.11. The lessee is aware that the products may be owned by a supplier. If the products are owned by a supplier, the lessee is obliged at the first request of the supplier to either return the products to the supplier, or to pay the future lease agreement rate in full to the supplier.
- 6.12. The lessee is obliged to return the product to Aktie-Shop B.V. dba Refurbished Kinderwagens.nl in its original state.
- 6.13. If we receive the interested product from you in a damaged state, a separate invoice will follow.

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## **7. Service**

- 7.1. Aktie-Shop B.V. dba Refurbished Kinderwagens.nl aims to service a product within 2 working days after the lessee has contacted Aktie-Shop B.V. dba Refurbished Kinderwagens.nl by phone, email or Whatsapp. Service will be done by appointment with the lessee.
- 7.2. Service only takes place in case of a defect, loss or theft of the products and only within the Netherlands.
- 7.3. When the lessee wrongfully requests for service, Aktie-Shop B.V. dba Refurbished Kinderwagens.nl has the right to charge travel costs of €0.65 per kilometer. If the lessee does not show up at a service appointment, this will also be considered as a wrongful service request.

## **8. Prices**

- 8.1. The prices for the products listed on the website are in euros per month and include the applicable VAT rate. All prices are per piece, unless otherwise indicated.
- 8.2. Aktie-Shop B.V. dba Refurbished Kinderwagens.nl has the right to adjust its prices from time to time.
- 8.3. All prices on the site are subject to printing and typesetting errors. For the consequences of misprints no liability is accepted.
- 8.4. During the validity period mentioned in the offer, the prices of the products and/or services offered are not increased, except for price changes due to changes in VAT rates.

## **9. Delivery and delivery period**

- 9.1. The order will be picked up by the lessee at Aktie-Shop B.V., an instruction appointment will be made.
- 9.2. The stated delivery period is not to be regarded as a deadline.
- 9.3. If Aktie-Shop B.V. dba Refurbished Kinderwagens.nl cannot deliver the products ordered via the website within 30 days after the order was placed, then Aktie-Shop B.V. dba Refurbished Kinderwagens.nl will inform the lessee by email and the lessee has the right to dissolve the agreement free of charge, unless the parties have agreed on a longer delivery period. If the lessee dissolves the agreement, Aktie-Shop B.V. dba Refurbished Kinderwagens.nl will refund any payments made within 14 days after the dissolution.
- 9.4. The risk of the products will transfer to the lessee at the time the products are delivered to the lessee.

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## **10. Right of withdrawal**

- 10.1. The right of withdrawal applies only to New Products. When you order a Refurbished product you cannot use the right of withdrawal below.
- 10.2. The lessee has the right to dissolve the agreement during 14 days, without giving reasons. This period starts after the lessee has picked up the complete order from Aktie-Shop B.V. dba Refurbished Kinderwagens.nl. Lessee has after cancellation another 3 days to return the product, provided it is unused, undamaged and in the original (undamaged) packaging.
- 10.3. If the lessee wishes to make use of his/her right of withdrawal, the lessee must inform info@Aktie-Shop.nl via e-mail that he/she wishes to make use of his/her right of withdrawal. The lessee must include in this e-mail: the order number, a description of the product to be returned, name, address and telephone number.
- 10.4. If the lessee invokes his right of withdrawal by email, Aktie-Shop B.V. dba Refurbished Kinderwagens.nl will send a confirmation to the lessee after receiving the email.
- 10.5. If the returned products are damaged, incomplete or used, this damage will be deducted from the amount that the lessee has paid Aktie-Shop B.V. dba Refurbished Kinderwagens.nl in accordance with article 9.
- 10.6. If the lessee terminates the agreement in accordance with this article, then the shipping costs associated with returning the product will be the responsibility of the lessee.
- 10.7. The risk of the return shipment rests with the lessee.
- 10.8. Aktie-Shop B.V. dba Refurbished Kinderwagens.nl will refund (with the exception of the shipping costs) the order money already paid within 14 days after the lessee has exercised his/her right of withdrawal.
- 10.9. If the service has been performed entirely within the cooling-off period, then the right of withdrawal lapses.

## **11. Return address**

- 11.1. The products must be returned to the following address: Aktie-Shop B.V. dba Refurbished Kinderwagens.nl at Pieter Zeemanweg 121 , 3316 GZ Dordrecht.

## **12. Customer service**

- 12.1. For questions about the order or to file a complaint, the lessee can contact the customer service of Aktie-Shop B.V.. The customer service of Aktie-Shop B.V. dba Refurbished Kinderwagens.nl can be reached as follows: on +31 6 44384452 or via the email address: service@refurbished-kinderwagens.nl 08.00h to 20.00h.

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- 12.2. If possible, questions will be answered immediately. If this is not possible, the lessee will be informed of the period within which he can expect an answer.
- 12.3. A question and/or complaint submitted by e-mail which cannot be answered immediately will be sent to the lessee with a confirmation of receipt which specifies the term within which the lessee may expect an answer and/or will deal with the complaint.
- 12.4. Complaints will be handled by Aktie-Shop B.V. dba Refurbished Kinderwagens.nl within 5 working days.
- 12.5. The lessee must give Aktie-Shop B.V. dba Refurbished Kinderwagens.nl the opportunity to investigate the complaint.
- 12.6. We recommend that you first report complaints to us by emailing [service@refurbished-kinderwagens.nl](mailto:service@refurbished-kinderwagens.nl). From 15 February 2016 it is also possible for consumers in the EU to file complaints via the ODR platform of the European Commission. This ODR platform can be found at <http://ec.europa.eu/odr>. If your complaint is not being handled elsewhere then you are free to file your complaint through the platform of the European Union.

### **13. Reporting of defects and damage to package**

- 14.1. The lessee is obliged to check the delivered products immediately upon receipt. If it turns out that the delivered product is wrong, faulty or incomplete, the lessee has to (before proceeding to return it to Aktie-Shop B.V.) report these defects immediately to Aktie-Shop B.V. via e-mail address [service@refurbished-kinderwagens.nl](mailto:service@refurbished-kinderwagens.nl).
- 14.2. If the product does not comply with the agreement, Aktie-Shop B.V. will supply a new product free of charge or credit the price of the faulty product, in which case the lessee will return the product.
- 14.3. If the package containing the order is offered to the lessee by the mail delivery company and the package is damaged, the lessee should not accept the package and should not take delivery of it. The lessee is not entitled to any compensation or damages if there is a transport damage and the lessee has accepted and received the package.

### **15. Liability Aktie-Shop B.V. dba Refurbished Kinderwagens.nl**

- 15.1. Aktie-Shop B.V. dba Refurbished Kinderwagens.nl cannot be held to compensate for any damage which is a direct or indirect result of
- 15.1.1. An event that is in fact beyond its control and therefore cannot be attributed to its actions and/or omissions, as described in article 14 of these general terms and conditions;
- 15.1.2. Any act or omission of the lessee.
- 15.2. Aktie-Shop B.V. dba Refurbished Kinderwagens.nl is not liable for any damage caused by temporary unavailability of the order option, inaccessibility or removal of its website due to maintenance or otherwise.

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- 15.3 The colours that can be seen on the screen of the lessee can deviate from the actual colours of the product. Aktie-Shop B.V. dba Refurbished Kinderwagens.nl is not liable for such colour deviations.
- 15.4. Aktie-Shop B.V. dba Refurbished Kinderwagens.nl is not liable for damage of any kind, because Aktie-Shop B.V. dba Refurbished Kinderwagens.nl has assumed incorrect and / or incomplete information provided by the lessee, such as the lessee incorrectly specified a delivery address.
- 15.5. Aktie-Shop B.V. dba Refurbished Kinderwagens.nl is not responsible for mutilation or loss of data due to sending the data by means of telecommunication facilities.
- 15.6. If Aktie-Shop B.V. dba Refurbished Kinderwagens.nl liable for any damage, the liability of Aktie-Shop B.V. dba Refurbished Kinderwagens.nl limited to the invoice amount, at least to that part of the agreement where the liability relates.
- 15.7. The in these general conditions included limitations of liability do not apply if the damage is due to intent or deliberate recklessness of Aktie-Shop B.V. dba Refurbished Kinderwagens.nl or its subordinates.

## **16. Force majeure**

- 16.1. Aktie-Shop B.V. dba Refurbished Kinderwagens.nl is not obliged to meet any obligations if prevented from doing so due to force majeure. As events that are in fact beyond the control of Aktie-Shop B.V. dba Refurbished Kinderwagens.nl, or not to its actions and / or negligence can be attributed, are in any case considered: non, incomplete and / or delayed delivery by the suppliers of Aktie-Shop B.V.; war and threat of war; import and export bans; measures of Dutch and / or international and / or foreign governmental bodies which make the implementation of the agreement more difficult and / or costly than at the conclusion of the agreement was foreseeable; strikes and / or company occupations; epidemics; traffic disturbances; weather conditions; transport difficulties; fire; theft; disruptions in energy supply; internet malfunction; interference in e-mail traffic.
- 16.2. If Aktie-Shop B.V. dba Refurbished Kinderwagens.nl knows or suspects that it will not be able to deliver the order (partially) in time due to force majeure, then Aktie-Shop B.V. dba Refurbished Kinderwagens.nl will inform the lessee as soon as possible by email. In such a case, also article 8.3 is applicable.

## **17. Property**

- 17.1. Aktie-Shop B.V. dba Refurbished Kinderwagens.nl remains the owner of the baby products.
- 17.2. The lessee is not allowed to change the products of Aktie-Shop B.V. dba Refurbished Kinderwagens.nl in any way.
- 17.3. Selling products of Aktie-Shop B.V. dba Refurbished Kinderwagens.nl by the lessee is not allowed.

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## **18. Term of the lease and termination**

- 18.1. The lease agreement of new baby product(s) is entered into for a minimum period of three months as agreed, unless explicitly agreed otherwise, and is always tacitly extended by one month.
- 18.2. The lease agreement of refurbished baby product(s) is entered into for a minimum period of three months as indicated on the website, unless explicitly agreed otherwise, and is always tacitly extended by one month.
- 18.3. The agreement commences on the start date selected by you. This date is stated in the confirmation email.
- 18.4 The lessee can terminate an agreement entered into for an indefinite period of time at all times. Cancellation must take place at least 1 month before the end of the contract. For example, if the lease agreement was entered into on 2 January and the lessee wants a product for 2 months of lease, then termination must take place before 1 February.
- 18.5. The lessee has the right to use the products after the termination date and is obliged to pay the costs of the lease agreement. Also when the lessee returns the products to Aktie-Shop B.V. before the end date.
- 18.6. The agreement relating to the baby product ends when the lease agreement period is terminated. The product must be returned to DPD or PostNL collection point by the lessee around the end date of the agreement. The date should be as close as possible to the end date of the agreement and should not exceed the end date by more than 5 days. If this does not happen or does not happen on time, the lease of the product will be extended by one month.
- 18.7. Aktie-Shop B.V. dba Refurbished Kinderwagens.nl assumes that the lessee will make known in time if he or she wishes to use the products for a longer period than the contract agreed upon. If the lessee, without Aktie-Shop B.V. dba Refurbished Kinderwagens.nl to inform, the product is not returned no later than the last day of the contract to Aktie-Shop B.V. dba Refurbished Kinderwagens.nl, the contract is tacitly extended by one month. Aktie-Shop B.V. dba Refurbished Kinderwagens.nl reserves the right to charge the difference between the lease price and the purchase price.
- 18.8. If the products are not transferred to Aktie-Shop B.V. dba Refurbished Kinderwagens.nl within seven days after the end date and the lease has not been reactivated, Aktie-Shop B.V. dba Refurbished Kinderwagens.nl will report the theft to the lessee. The lessee is also obliged to compensate the damage suffered by Aktie-Shop B.V. dba Refurbished Kinderwagens.nl which is determined by the type of lease agreement and can be found below in Table 1, without prejudice to the right of Aktie-Shop B.V. dba Refurbished Kinderwagens.nl to demand full compensation for the damage it has suffered, as far as this exceeds the amount of the determined damage compensation depending on the type of lease agreement.

## **18.9. Compensation**

- 18.9.1. New: 75% of the new price
- 18.9.2. Refurbished: 60% of the new price

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## **19. Theft or loss**

- 19.1. In case of loss or theft of the products, the lessee is obliged to report this within 24 hours to Aktie-Shop B.V. dba Refurbished Kinderwagens.nl and report this together with an employee of Aktie-Shop B.V. dba Refurbished Kinderwagens.nl. The lessee will in that case have to pay an own risk which differs per type of lease agreement. The applicable excess varies per type of lease agreement. Lessee will receive a replacement product from Aktie-Shop B.V. dba Refurbished Kinderwagens.nl after the declaration has been completed and the excess has been paid. The excess can be found below
- 19.2. New: 50% of the new price
- 19.3. Refurbished: 25% of the new price
- 19.4. To prevent incidents such as loss, theft and damage, the products must always be stored indoors.
- 19.5. When a missing or stolen product is found within the duration of the lease agreement, the lessee will be credited for the paid excess. Aktie-Shop B.V. dba Refurbished Kinderwagens.nl determines the amount of this amount based on the condition of the products and possible other costs.
- 19.6. If it appears that the lessee has provided false information to the disadvantage of Aktie-Shop B.V., Aktie-Shop B.V. dba Refurbished Kinderwagens.nl has the right to charge a dishonesty fee of €100,-. This amount is added to the own risk.
- 19.7. If (parts of) the products are missing or stolen, Aktie-Shop B.V. dba Refurbished Kinderwagens.nl has the right to charge the lessee for this up to the amount of the own risk.

## **20. Damage**

- 20.1. Damage to the products caused by vandalism will be reported to Aktie-Shop B.V. by the lessee within 24 hours.
- 20.2. In case of damage and wear and tear of the products other than expected by normal use, at the discretion of Aktie-Shop B.V., Aktie-Shop B.V. dba Refurbished Kinderwagens.nl reserves the right to recover the costs from the lessee.
- 20.3. If there is damage caused by (co)-debt of a third party, the lessee is obliged to provide the contact details of this third party and a situation sketch, signed by both parties in agreement, to Aktie-Shop B.V. dba Refurbished Kinderwagens.nl via [service@refurbished-kinderwagens.nl](mailto:service@refurbished-kinderwagens.nl).

## **21. Payments**

- 21.1. The lessee is obliged, when entering into a lease agreement, to also have a direct debit authorisation for the monthly lease agreement costs and other costs owed debited from the account number provided.

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21.2 Aktie-Shop B.V. dba Refurbished Kinderwagens.nl has the right to demand payment of extra costs, such as own risk, before delivering a new product to the lessee. When the lessee indicates to be able to pay the outstanding amount and this appears not to be the case, it is a case of unjustified service and costs can be charged.

21.3 If lease agreement or other costs cannot be debited or are wrongly reversed, the lessee will be in default by operation of law. The lessee will receive a reminder to pay the amount owed within seven days. If the amount due is not paid within the period of seven days, Aktie-Shop B.V. dba Refurbished Kinderwagens.nl may use a collection agency. All extra administration costs and extrajudicial collection costs are for the account of the lessee.

## **22. Non-compliance with obligations**

22.1. Aktie-Shop B.V. dba Refurbished Kinderwagens.nl has the right to fully or partially terminate or cancel the lease agreement immediately by means of a written notification to the lessee if:

22.1.1. The Lessee is in default with the fulfilment of his obligations under the lease agreement;

22.1.2. The Lessee applies for a (temporary) moratorium on payments or is granted a (temporary) moratorium on payments;

22.1.3. A bankruptcy petition is filed against the lessee, or he is declared bankrupt;

22.1.4. The Lessee is placed under guardianship or is admitted to the debt reorganisation scheme for natural persons;

22.1.5. The stroller or other goods of the lessee are seized and this will negatively affect the lessee's compliance with his obligations under the lease agreement;

22.1.6. The Lessee in the opinion of Aktie-Shop B.V. dba Refurbished Kinderwagens.nl abuses the service provided by Aktie-Shop B.V. dba Refurbished Kinderwagens.nl;

22.1.7. The Lessee intentionally provides incorrect information to Aktie-Shop B.V.;

22.1.8. The Lessee must otherwise be considered no longer capable of meeting the obligations under the lease agreement.

22.1.9. The Lessee has the right to terminate the lease agreement immediately if Aktie-Shop B.V. dba Refurbished Kinderwagens.nl has repeatedly and/or seriously failed to meet its obligations as described in the general terms and conditions.

## **23. Data Management**

23.1. If the lessee places an order with Aktie-Shop B.V., the details of the lessee will be included in the lessee database of Aktie-Shop B.V. dba Refurbished Kinderwagens.nl and will comply with the

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General Data Protection Regulation (AVG) and will not provide the details of the lessee to third parties.

## **24. Security and internet**

- 24.1. Aktie-Shop B.V. dba Refurbished Kinderwagens.nl will take appropriate security measures to protect the website against the risks of unauthorized access to or change, destruction or loss of the data entered by the lessee through the website.
- 24.2. Aktie-Shop B.V. dba Refurbished Kinderwagens.nl takes the protection of lessee data seriously and takes appropriate measures to prevent abuse, loss, unauthorized access, unwanted disclosure and unauthorized changes. If the lessee has the idea that the personal information is not secure or there are indications of abuse, please contact our customer service on the phone number +31 6 44384452 or via email: [service@refurbished-kinderwagens.nl](mailto:service@refurbished-kinderwagens.nl).

## **25. Obligations Aktie-Shop B.V.**

- 25.1. Aktie-Shop B.V. dba Refurbished Kinderwagens.nl delivers the product in accordance with the agreement clean, well maintained and as far as it is known or should be, in technical good condition.
- 25.2. Aktie-Shop B.V. dba Refurbished Kinderwagens.nl takes care of repair assistance and possibly a replacement product if it concerns serious damage.
- 25.3. Aktie-Shop B.V. dba Refurbished Kinderwagens.nl inspects the product upon delivery for any damage.

## **26. Applicable law**

- 26.1. These general terms and conditions and the agreement are governed by Dutch law.

All disputes arising from or related to the lease agreement will be submitted exclusively to the competent court in Rotterdam.

Read and agreed to by means of the lessee's acceptance of the general terms and conditions of delivery.

Lessee's Signature:

Date:

Place:

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