

# General Terms and Conditions for Refurbished strollers



## General Terms and Conditions of Stichting Webshop Keurmerk

These General Terms and Conditions of Stichting Webshop Keurmerk have been drawn up in consultation with the Consumers' Association within the framework of the Coordination Group Self-Regulation Consultation (CZ) of the Social and Economic Council and shall take effect from 1 June 2014.

These General Terms and Conditions will be used by all members of Stichting Webshop Keurmerk with the exception of financial services as referred to in the Financial Supervision Act and insofar as these services are supervised by the Netherlands Authority for the Financial Markets.

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## Article 1 - Definitions

In these terms and conditions the following definitions apply:

**Ancillary Agreement:** an agreement under which the Consumer acquires products, digital content and/or services in connection with a distance contract and those products, digital content and/or services are supplied by the Entrepreneur or by a third party on the basis of an arrangement between that third party and the Entrepreneur;

**Withdrawal period:** the period within which the consumer can exercise his right of withdrawal;

**Consumer:** the natural person who is not acting for purposes related to his trade, business, craft or profession;

**Day:** calendar day;

**Digital content:** data produced and delivered in digital form;

**Continuing performance contract:** a contract for the regular supply of goods, services and/or digital content for a defined period of time;

**Durable data carrier:** every tool - including e-mail - that enables the consumer or entrepreneur to store information that is addressed to him personally, in a way that allows future consultation or use during a period that is tailored to the purpose for which the information is intended, and that allows unaltered reproduction of the stored information;

**Right of withdrawal:** the consumer's option to waive the distance contract within the cooling-off period;

**Entrepreneur:** the natural or legal person who is a member of Stichting Webshop Keurmerk and offers products, (access to) digital content and/or services to consumers at a distance;

**Distance contract:** an agreement concluded between the Entrepreneur and the Consumer as part of an organised system for the distance sale of products, digital content and/or services, under which, up to and including the conclusion of the agreement, exclusive or partial use is made of one or more techniques for distance communication

**Model withdrawal form:** the European model withdrawal form included in Annex I to these terms and conditions;

**Technique for distance communication:** means that can be used for concluding an agreement, without the consumer and entrepreneur having to be together in the same room at the same time;

## Article 2 - Identity of the entrepreneur

Refurbished strollers

Pieter Zeemanweg 121

3316 GZ Dordrecht

+31644384452 (on this number we can be reached 7 days a week also in the evening)

verkoop@refurbished-kinderwagens.nl

Chamber of Commerce number: 64121496

BTW-identificatienummer;NL855530881 B01

If the entrepreneur's activity is subject to a relevant licensing regime: the details of the supervisory authority;

Not applicable, this is a voluntary quality that we guarantee.

If the entrepreneur practices a regulated profession:

the professional association or organisation to which he is affiliated;

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

a reference to the professional rules applicable in the Netherlands and indications 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 contract concluded between the entrepreneur and the consumer.

Before the distance contract 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 shall, before the remote agreement is concluded, indicate how the general terms and conditions can be inspected at the entrepreneur's premises and that they will be sent free of charge as soon as possible at the consumer's request.

If the distance contract is concluded electronically, contrary to the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions can be made available to the consumer electronically in such a way that it can be stored by the consumer in a simple manner on a durable data carrier. If this is not reasonably possible,

before the distance contract is concluded, it will be indicated where the general terms and conditions can be inspected electronically and that they will be sent electronically or otherwise free of charge at the consumer's request.

In the event that specific product or service conditions apply in addition to these general conditions, the second and third paragraphs shall apply mutatis mutandis and, in the event of conflicting conditions, the consumer may always invoke the applicable provision that is most favourable to him.

## **Article 4 - The offer**

If an offer has a limited duration or is made subject to conditions, this shall be explicitly stated in the offer.

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

Each offer contains such information that it is clear to the consumer what rights and obligations are attached to accepting the offer.

## **Article 5 - The agreement**

Subject to the provisions of paragraph 4, the agreement is concluded at the moment the consumer accepts the offer and fulfils the conditions stipulated.

If the consumer has accepted the offer electronically, the trader will immediately confirm receipt of acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed by the entrepreneur, the consumer can dissolve the agreement.

If the agreement is concluded electronically, the entrepreneur shall take appropriate technical and organisational measures to protect the electronic transfer of data and shall 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 himself whether the consumer can meet his payment obligations, as well as of all those facts and factors that are important for a responsible conclusion of the remote agreement. If, on the basis of this investigation, the entrepreneur has good grounds not to enter into the agreement, he is entitled to refuse an order or application or to attach special conditions to the implementation, while giving reasons.

The entrepreneur will, at the latest when delivering the product, service or digital content to the consumer, send the following information, in writing or in such a way that it can be stored by the consumer in an accessible way on a durable data carrier:

the visiting address of the trader's office where the consumer can go with complaints;

the conditions on which and the way in which the Consumer may exercise the right of withdrawal, or, as the case may be, clear information about being exempted from the right of withdrawal;

the information on guarantees and existing after-sales services;

the price including all taxes of the product, service or digital content; where applicable, the costs of delivery; and the method of payment, delivery or performance of the distance contract;

the requirements for terminating the contract if the contract has a duration of more than one year or is of indefinite duration;

if the consumer has a right of withdrawal, the model withdrawal form.

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

## Article 6 - Right of withdrawal

For products:

The consumer can dissolve an agreement regarding the purchase of a product during a reflection period of at least 14 days without giving reasons. The trader may ask the consumer about the reason for withdrawal, but may not oblige the consumer to give his reason(s).

The withdrawal period referred to in paragraph 1 starts on the day after the consumer, or a third party designated in advance by the consumer, who is not the carrier, has received the product, or:

if the consumer has ordered several products in the same order: the day on which the consumer, or a third party designated by him, has received the last product. The trader may, provided he has clearly informed the consumer of this prior to the ordering process, refuse an order for multiple products with different delivery times.

if the delivery of a product consists of several shipments or parts: the day on which the consumer, or a third party indicated by him, has received the last shipment or part;

in case of contracts for regular delivery of products during a certain period: the day on which the consumer, or a third party designated by him, has received the first product.

In the case of services and digital content not supplied on a tangible medium:

The consumer may dissolve a service contract and a contract for the supply of digital content not supplied on a tangible medium for at least 14 days without giving reasons. The trader may ask the consumer about the reason for withdrawal, but may not oblige the consumer to give his reason(s).

The cooling-off period referred to 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 in case of failure to inform about right of withdrawal:

If the entrepreneur has not provided the consumer with the legally required information about the right of withdrawal or the model withdrawal form, the cooling-off period expires 12 months after the end of the original cooling-off period determined in accordance with the previous paragraphs of this article.

If the entrepreneur has provided the consumer with the information referred to in the previous paragraph within twelve months after the effective date of the original reflection period, the reflection period expires 14 days after the day on which the consumer received that information.

## **Article 7 - Obligations of the consumer during the reflection period**

During the reflection period, the consumer shall handle the product and its packaging with care. He will only unpack or use the product to the extent necessary to establish the nature, characteristics and functioning of the product. The basic principle here is that the consumer may only handle and inspect the product as he would be allowed to do in a shop.

The consumer is only liable for diminished value of the product resulting from a way of handling the product that goes beyond what is allowed in paragraph 1.

The consumer is not liable for depreciation of the product if the trader did not provide him with all legally required information on the right of withdrawal before or at the time of concluding the contract.

## **Article 8 - Exercise of the right of withdrawal by the consumer and costs thereof**

If the consumer exercises his right of withdrawal, he shall notify the trader within the withdrawal period by means of the model withdrawal form or in another unambiguous manner.

As soon as possible, but within 14 days from the day following the notification referred to in paragraph 1, the consumer returns the product, or hands it over to (an authorised representative of) the entrepreneur. This is not required if the entrepreneur has offered to collect the product himself. The consumer has observed the return period in any case if he

returns the product before the cooling-off period has expired.

The consumer returns the product with all delivered 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 lies with the consumer.

The consumer bears the direct costs of returning the product. If the trader has not indicated that the consumer should bear these costs or if the trader indicates that the consumer should bear the costs himself, the consumer does not have to bear the costs of returning the product.

If the consumer withdraws after having first expressly requested that the performance of the service or the supply of gas, water or electricity not made ready for sale in a limited volume or certain quantity starts during the withdrawal period, the consumer owes the entrepreneur an amount proportional to that part of the commitment fulfilled by the entrepreneur at the moment of withdrawal, compared to the full fulfilment of the commitment.

The consumer shall not bear any 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 to supply district heating, if:

the trader has not provided the consumer with the legally required information on the right of withdrawal, the cost reimbursement upon withdrawal or the model withdrawal form, or;

the consumer has not expressly requested the commencement of the performance of the service or supply of gas, water, electricity or district heating during the withdrawal period.

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

he has not expressly consented, prior to its delivery, to the beginning of the performance of the contract before the end of the cooling-off period;

he has not acknowledged losing his right of withdrawal when giving his consent; or

the trader has failed to confirm this declaration by the consumer.

If the consumer exercises his right of withdrawal, all additional contracts shall be dissolved by operation of law.

## **Article 9 - Obligations of the entrepreneur in case of withdrawal**

If the trader enables the consumer's notification of withdrawal by electronic means, he shall

send a confirmation of receipt of this notification without delay upon receipt.

The entrepreneur reimburses all payments of the consumer, including any delivery costs charged by the entrepreneur for the returned product, without delay but within 14 days following the day on which the consumer notifies him of the withdrawal. Unless the trader offers to collect the product himself, he may wait with repayment until he has received the product or until the consumer proves that he has returned the product, whichever is earlier.

The entrepreneur shall use the same means of payment used by the consumer for repayment, unless the consumer agrees to another method. The refund is free of charge for the consumer.

If the consumer has chosen a more expensive method of delivery than the cheapest standard delivery, the entrepreneur does not have to refund the additional costs for the more expensive method.

## **Article 10 - Exclusion of the right of withdrawal**

The trader can exclude the following products and services from the right of withdrawal, but only if the trader clearly stated this when making the offer, or at least in good time before concluding the contract:

Products or services whose price is subject to fluctuations in the financial market over which the entrepreneur has no influence and which may occur within the withdrawal period

Contracts concluded during a public auction. A public auction means a method of sale in which products, digital content and/or services are offered by the operator to consumers who attend or are given the opportunity to attend the auction in person, under the guidance of an auctioneer, and in which the successful bidder is obliged to purchase the products, digital content and/or services

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

performance has begun with the consumer's express prior consent; and

the consumer has declared that he loses his right of withdrawal once the operator has fully performed the contract;

Service contracts for the provision of accommodation, if the contract provides for a specific date or period of performance and other than for residential purposes, carriage of goods, car rental services and catering;

Contracts relating to leisure activities, if the contract provides for a specific date or period of performance thereof;

Products manufactured to the consumer's specifications, which are not prefabricated and which are manufactured on the basis of an individual choice or decision by the consumer, or



which are clearly intended for a specific person;

Products that spoil quickly or have a limited shelf life;

Sealed products which are not suitable for return for reasons of health protection or hygiene and whose seal has been broken after delivery;

Products which by their nature are irrevocably mixed with other products after delivery;

Alcoholic beverages whose price was agreed upon at the conclusion of the agreement, but whose delivery can only take place after 30 days, and whose actual value depends on fluctuations in the market over which the entrepreneur has no influence;

Sealed audio, video recordings and computer software, of which the seal has been broken after delivery;

Newspapers, magazines or journals, with the exception of subscriptions to these;

The delivery of digital content other than on a material carrier, but only if:

the performance has started with the express prior consent of the consumer; and

the consumer has declared that he thereby loses his right of withdrawal.

## **Article 11 - The price**

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

Contrary to 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. This link to fluctuations and the fact that any prices mentioned are target prices will be mentioned in the offer.

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

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

they are the result of legal regulations or stipulations; or

the consumer is authorised to terminate the contract on the day on which the price increase takes effect.

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

## **Article 12 - Compliance with the agreement and additional guarantee**

The trader guarantees that the products and/or services comply with the contract, the specifications stated in the offer, the reasonable requirements of soundness and/or usability and the existing statutory provisions and/or government regulations on the date the contract was concluded. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.

An extra guarantee provided by the entrepreneur, his supplier, manufacturer or importer never limits the legal rights and claims that the consumer can assert against the entrepreneur on the basis of the agreement if the entrepreneur has failed to fulfil his part of the agreement.

Extra warranty means any commitment by the entrepreneur, his supplier, importer or manufacturer in which it grants the consumer certain rights or claims that go beyond what he is legally obliged to do.

## **Article 13 - Delivery and implementation**

The entrepreneur will take the greatest possible care when receiving and executing product orders and when assessing requests for the provision of services.

The place of delivery is the address that the consumer has made known to the entrepreneur.

Subject to what is stated in article 4 of these general terms and conditions, the entrepreneur will carry out accepted orders with convenient speed but at the latest within 30 days, unless another delivery period has been agreed. If delivery is delayed, or if an order cannot or can only be partially carried out, the consumer will be informed about this at the latest 30 days after the order was placed. In that case, the consumer has the right to dissolve the agreement without costs and the right to possible damages.

After dissolution in accordance with the previous paragraph, the entrepreneur will refund the amount paid by the consumer without delay.

The risk of damage and/or loss of products rests with the entrepreneur until the moment of delivery to the consumer or a representative designated in advance and made known to the entrepreneur, unless explicitly agreed otherwise.

## **Article 14 - Duration transactions: duration, termination and extension**

Termination:

The consumer may terminate an agreement entered into for an indefinite period of time, which extends to the regular delivery of products (including electricity) or services, at any time, subject to agreed termination rules and a maximum notice period of one month.

The consumer may terminate a fixed-term contract that was concluded for the regular supply of products (including electricity) or services at any time at the end of the fixed-term, subject to the agreed termination rules and a period of notice that does not exceed one month.

The consumer may terminate the agreements referred to in the previous paragraphs:

terminate at any time and not be limited to termination at a specific time or in a specific period;

at least terminate them in the same way as they were entered into by him;

always terminate with the same notice period as the entrepreneur has stipulated for himself.

Renewal:

An agreement entered into for a definite period of time, which extends to the regular supply of products (including electricity) or services, may not be tacitly extended or renewed for a definite period of time.

Contrary to the previous paragraph, a fixed-term contract that has been concluded for the regular delivery of daily news and weekly newspapers and magazines may be tacitly renewed for a fixed term not exceeding three months, if the consumer may terminate this renewed contract towards the end of the renewal with a notice period not exceeding one month.

A fixed-term contract that has been concluded for the regular supply of products or services may be tacitly extended for an indefinite period only if the consumer may terminate it at any time with a period of notice that does not exceed one month. The period of notice shall not exceed three months if the contract is for the regular delivery of daily or weekly newspapers or magazines, but less than once a month.

A limited duration contract to regularly deliver daily, news and weekly newspapers and magazines for introductory purposes (trial or introductory subscription) is not tacitly continued and ends automatically at the end of the trial or introductory period.

Duration:

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

## **Article 15 - Payment**

Unless otherwise stipulated in the contract or additional conditions, the amounts owed by the consumer should be paid within 14 days after the start of the reflection period, or, in the

absence of a reflection period, within 14 days after the conclusion of the contract. In the case of an agreement to provide a service, this period starts the day after the consumer receives the confirmation of the agreement.

When selling products to consumers, general terms and conditions may never oblige the consumer to pay more than 50% in advance. Where advance payment has been 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 has the duty to immediately report inaccuracies in payment details provided or mentioned to the entrepreneur.

If the consumer does not timely meet his payment obligation(s), he is, after he has been notified by the entrepreneur of the late payment and the entrepreneur has granted the consumer a period of 14 days to still meet his payment obligations, after the non-payment within this 14-day period, due the statutory interest on the amount due and the entrepreneur has the right to charge the extrajudicial collection costs incurred by him. These collection costs amount to a maximum of: 15% over outstanding amounts up to € 2,500; 10% over the next € 2,500 and 5% over the next € 5,000, with a minimum of € 40. The proprietor may deviate from said amounts and percentages for the benefit of the consumer.

## Article 16 - Complaints procedure

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

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

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

A complaint about a product, a service or the service of the Entrepreneur can also be submitted via a complaint form on the consumer page of the website of Stichting Webshop Keurmerk (<https://www.keurmerk.info/nl/consumenten/klacht/>) The complaint will then be sent both to the Entrepreneur in question and to Stichting Webshop Keurmerk.

Webshop Keurmerk will not handle a dispute or discontinue its handling if the Entrepreneur has been granted suspension of payment, has gone into liquidation or has actually ceased its business activities or if the Webshop Keurmerk has suspended or disqualified the Webshop.

A dispute will only be dealt with by Webshop Keurmerk if the consumer has first submitted his complaint to the entrepreneur within a reasonable time.

The dispute must be submitted in writing to Webshop Keurmerk no later than twelve months after the dispute arose.

It is also possible to submit complaints via the European ODR platform (<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage>).

## **Article 17 - Disputes**

Contracts between the Entrepreneur and the Consumer governed by these General Terms and Conditions are governed exclusively by Dutch law. Even if the consumer resides abroad.

The Vienna Sales Convention does not apply.

## **Article 18 - Additional or different provisions**

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

## **Article 19 - Amendments to the General Terms and Conditions of Stichting Webshop Keurmerk**

When Stichting Webshop Keurmerk makes any changes we will inform the Entrepreneur by means of the newsletter and place the newest Terms and Conditions on our website (<https://www.keurmerk.info/nl/algemene-voorwaarden/>).

Amendments to these Terms and Conditions shall only apply after they have been published in an appropriate way, on the understanding that the provision that is most favourable to the Consumer shall prevail in case of applicable amendments during the term of an offer.

## **Article 20 - Afterpay consumer payment terms and conditions**

If you wish to pay with Afterpay at Refurbished strollers, you must also agree to the payment conditions of Afterpay. You can view these payment conditions by going to the website of Afterpay. Type the following link into your browser:  
<https://www.afterpay.nl/nl/algemeen/betalen-met-afterpay/payment-conditions>

## **Article 21 - Klarna payment methods**

In cooperation with Klarna Bank AB (publ), Sveavägen 46, 111 34 Stockholm, Sweden, we offer you the following payment method(s). Payment should be made to Klarna.

Pay afterwards

More information can be found in Klarna's terms of use. General information about Klarna

can be found here. Your personal data will be processed by Klarna in accordance with the current Data Protection Act and as described in Klarna's privacy statement.

Address Stichting Webshop Keurmerk:

Willemsparkweg 193, 1071 HA Amsterdam

Annex I: Model withdrawal form

Model withdrawal form

(Complete and return this form only if you wish to revoke the contract)

To: Refurbished strollers

Pieter Zeemanweg 121, 3316 GZ Dordrecht

verkoop@refurbished-kinderwagens.nl

- I/We\* hereby give notice that I/We\* hereby confirm our agreement concerning the sale of the following products: [product designation]\*

revoked/revoked\*

- Ordered on\*/received on\* [date of order for services or receipt for products].

- [Name of consumer(s)]

- Address consumer(s)]

- [Signature of consumer(s)] (only if this form is submitted on paper)

\* Delete what does not apply or fill in what is applicable.