

# General Conditions Kubuni

(English version)

## Article 1-Definitions

In these conditions, the following definitions apply:

1. **Additional contract:** a contract whereby the consumer acquires products, digital content and/or services in connection with a distance contract and these items, digital content, and/or services are delivered by the entrepreneur or by a third party on the basis of a contract between this third party and the entrepreneur;
2. **Cooling off period:** the period within which the consumer can make use of their right of withdrawal;
3. **Consumer:** the natural person not acting for purposes connected with their trading, business, craft, or professional activities;
4. **Day:** calendar day;
5. **Digital content:** data that is produced and delivered in digital form;
6. **Long-term contract:** a contract that provides for the regular delivery of items, services, and/or digital content during a specific period;
7. **Durable medium:** any tool - also including email - that enables the consumer 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;
8. **Right of withdrawal:** the possibility for the consumer to cancel the distance contract within the cooling off period;
9. **Entrepreneur:** the natural person or legal entity that offers products, (access to) digital content, and/or services to consumers at a distance;
10. **Distance contract:** a contract that is between the entrepreneur and the consumer in the context of an organised system for sales at a distance of products, digital content, and/or services whereby, until the contract is entered into, exclusive or partial use is made of one or more techniques for communication at a distance;
11. **Model withdrawal form:** the model included in the appendix of your invoice.
12. **Technique to communicate at a distance:** resource that can be used for entering into a contract without the consumer and the entrepreneur having to come together at the same time in the same space.

## Article 2 – Identity of the entrepreneur

Name of entrepreneur: Kubuni

### **Acting under the name/names:**

Kubuni V.O.F.

### **Registered address**

Roskam 20, Hasselt

e-mail: support@Kubuni.nl

Chamber of Commerce (KVK) number: 68051220

## Article 3- Applicability

1. These general terms and conditions apply to every offer of the entrepreneur and to any distance contract between the entrepreneur and the consumer.

2. Before the distance contract is concluded, these general terms and conditions shall be made available to the consumer. If this is not reasonably possible, the entrepreneur will indicate, before the distance contract is concluded, how the general terms and conditions are to be seen and that at the request of the consumer as soon as may be sent free of charge.

3. If the distance contract is concluded electronically, by way of divergence from the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions may be made available by an electronic way to the consumer in such a way that it can be stored by the consumer in a simple way on a durable data carrier. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general conditions can be seen or downloaded electronically, and that at the request of the consumer Transmitted by electronic means or otherwise free of charge.

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

#### Article 4 - The offer

1. If an offer is subject to a limited duration or subjected 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. The description will be sufficiently detailed to enable a good evaluation of the offer by the consumer. If the entrepreneur makes use of images, these will be a representation of the offered products, digital content and/or services. Manifest oversights or manifest errors in the offer will not be binding upon the entrepreneur.

3. Every offer will include such information that it will be clear to the consumer what rights and obligations are connected with the acceptance of the offer.

#### Article 5 - the Agreement

1. The agreement is concluded, subject to the provisions of paragraph 4, at the time of acceptance by the consumer of the offer and compliance with the conditions laid down.

2. If the consumer has accepted the offer electronically, the entrepreneur immediately confirms the receipt of the acceptance of the offer by electronic way. If the receipt of this acceptance is not confirmed by the entrepreneur, the consumer can dissolve the agreement.

3. If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organisational measures to safeguard the electronic transmission of data and ensure a secure Web environment. If the consumer can pay electronically, the entrepreneur will observe appropriate security measures.

4. The entrepreneur can, within legal frameworks, inform himself whether the consumer can fulfil his payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the distance contract. If, on the basis of this investigation, the entrepreneur has good grounds not to enter into the contract, he is entitled to refuse an order or request or to link the execution of special conditions.

5. The entrepreneur will, at the latest upon delivery of the product, the service or digital content to the consumer, provide the following information, in writing or in such a way that it can be accessed by the consumer in an accessible manner. Stored on a durable data carrier, send:

- a. The visiting address of the establishment of the entrepreneur where the consumer can contact complaints;
- b. The conditions under which and the manner in which the consumer may use the right of withdrawal or a clear notification of the exclusion of the right of withdrawal;
- c. The information about warranties and existing service after purchase;
- d. The price including all taxes of the product, service or digital content; where applicable, the cost of delivery; and the method of payment, delivery or performance of the distance contract;
- e. The requirements for termination of the contract if the contract has a duration of more than one year or is of indefinite duration;
- f. If the consumer has a right of withdrawal; the information concerning the revocation.

6. In the case of an extended transaction, the provision in the preceding paragraph is only applicable to the first delivery.

#### Article 6 – Duration

Termination:

1. The consumer may terminate an agreement which has been concluded for an indefinite period and which extends to the regular delivery of products or services, at any time in compliance with the agreed termination

rules and a notice period of not more than 30 days.

2. The consumer may terminate a contract which has been entered into for a certain period and which extends to the regular delivery of products or services, at any time by the end of the specified duration, taking into account agreed termination rules and a notice period of not more than 30 days.

3. The consumer may terminate the agreements referred to in the preceding paragraphs:

- a. At any time and not be limited to termination at a specified time or period;
- b. At least terminate in the same way as they have been entered into by him;
- c. Always terminate with the same notice period as the entrepreneur has stipulated for himself.

Renewal:

4. A contract which has been entered into for a definite period and which extends to the regular delivery of products or services shall not be tacitly renewed or renewed for a certain duration.

5. By way of derogation from the preceding paragraph, a contract which has been concluded for a certain period and which extends to the regular delivery of day-news and weekly magazines and periodicals may be tacitly renewed for a period of up to three months, if the Consumer may terminate this extended agreement by the end of the renewal with a notice period of not more than one month.

6. An agreement which has been concluded for a fixed period and which extends to the regular delivery of products or services may only be tacitly renewed for an indefinite period if the consumer may terminate at any time with a notice period of not more than One month. The notice period shall not exceed three months in case the contract extends to the regular, but less than once a month, delivery of daily, news and weekly magazines and periodicals.

7. An agreement with limited duration until the regular delivery of daily, news and weekly magazines and periodicals (trial or introductory subscription) is not tacitly continued and ends automatically after the end of the trial or Introductory period.

Duration:

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

## Article 7- Right of withdrawal

For products:

1. The consumer may dissolve an agreement regarding the purchase of a product during a reflection period of 14 days without giving any reason. The entrepreneur may ask the consumer for the reason for revocation but is not obliged to.

2. The cooling-off period referred to in paragraph 1 shall enter 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 several products in the same order: the day on which the consumer or a third party designated by him, received the last product. The entrepreneur may, provided he has clearly informed the consumer here prior to the ordering process, refuse an order of multiple products with a different delivery time.
- b. If the delivery of a product consists of several consignments or parts: the day on which the consumer or a third party designated by him, received the last consignment or the last part;
- c. In the agreements for the regular delivery of products during a certain period: the day on which the consumer or a third party designated by him, received the first product.

For services and digital content not supplied on a tangible medium:

3. The consumer may dissolve a service agreement and a contract for the supply of digital content not delivered on a tangible medium for a period of at least 14 days without giving any reason. The entrepreneur may ask the consumer for the reason for revocation, but that is not binding to the dissolution.

4. The cooling-off period referred to in paragraph 3 shall apply on the day following the conclusion of the agreement.

Extended reflection period for products, services and digital content not supplied on a tangible medium when not informing about right of withdrawal:

5. If the entrepreneur has not provided the consumer with the legally required information about the right of withdrawal or the information for applications for revocation, the reflection period expires 12 months after the end of the original reflection period established in accordance with the preceding paragraphs of this article.

6. If the entrepreneur has provided the consumer with the information referred to in the preceding paragraph within 12 months of the commencement date of the original reflection period, the reflection period shall expire 14 days after the day on which the consumer Received information.

## Article 8 - Consumer obligations during the reflection period

1. During the cooling-off period the consumer will handle the product and the packaging carefully. It shall only unpack or use the product to the extent necessary to determine the nature, characteristics and functioning of the product. The starting point is that the consumer can only handle and inspect the product as he should do in a shop. The product may not exhibit any use, and may be poorly inspected, without using the product. The packaging may be opened, but not damaged.

2. The consumer is only liable for depreciation of the product resulting from a way of dealing with the product that goes beyond what is permitted in paragraph 1.

3. The consumer is not liable for depreciation of the product if the entrepreneur has not provided him with all legally required information about the right of withdrawal before or at the conclusion of the contract.

## Article 9 - Exercise of the right of withdrawal by the consumer and costs thereof

1. If the consumer makes use of his right of withdrawal, he shall notify the entrepreneur within the cooling-off period by means specified by the company for revocation or otherwise unequivocally.

2. As soon as possible, but within 14 days from the day following the notification referred to in paragraph 1, the consumer shall return the product or hand it over to (a representative of) the entrepreneur. This is not necessary if the entrepreneur has offered to pick up the product himself. The consumer has in any case complied with the return period if he sends the product back before the cooling off period has expired.

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

4. The risk and the responsible proof for the correct and timely exercise of the right of withdrawal lies with the consumer.

5. The consumer bears the direct costs of returning the product. If the entrepreneur has not reported that the consumer has to bear these costs or if the entrepreneur indicates the costs themselves bear, the consumer does not have to bear the costs for return.

6. If the consumer dissolves after having expressly requested that the provision of the service not ready for sale and it is made in a limited volume or quantity during the cooling-off period, the consumer is the entrepreneur a Amount payable in proportion to that part of the agreement fulfilled by the entrepreneur at the time of revocation, compared with the full fulfilment of the commitment.

7. The consumer shall not bear any costs for the full or partial supply of digital content not supplied on a tangible medium, if:

a. He has not expressly agreed to commence the fulfilment of the agreement before the end of the cooling-off period prior to its delivery;

b. He has not acknowledged to lose his right of withdrawal when granting his consent; or

c. The entrepreneur has failed to confirm this consumer statement.

8. If the consumer makes use of his right of withdrawal, all supplementary agreements are automatically dissolved.

## Article 10 - Obligations of the entrepreneur in the withdrawal

1. If the entrepreneur makes the notification of withdrawal by the consumer electronically possible, he sends a confirmation of receipt within three working days after receipt of this notification.

2. The information and requirements regarding the right of withdrawal are provided by the entrepreneur in the goods and products purchased by the consumer, be it electronically or paper.

3. The entrepreneur reimbursements 50% of the direct payments of consumers outside the European Union, including any delivery costs charged by the entrepreneur for the returned product. Within 14 days following the day on which the consumer notifies him of the revocation. This amount will be transferred within 31 days of receipt of the returned product, provided that the product has been returned to the entrepreneur within her provided conditions.

4. The entrepreneur does not bear the direct costs of returning the product as mentioned in article 9 paragraph 5 but is obliged to notify the consumer in a reasonable language during the withdrawal process.

5. The entrepreneur uses the same means of payment that the consumer has used for reimbursement, unless the consumer agrees to another method. The reimbursement is free of charge for the consumer.
6. If the consumer has opted for a more expensive method of delivery than the cheapest standard delivery, the entrepreneur does not have to repay the additional costs for the more expensive method.

## Article 11 - Exclusion of the right of withdrawal

The entrepreneur can exclude the following products and services from the right of withdrawal, but only if the entrepreneur has clearly stated this in the offer, at least in good time before the conclusion of the Agreement:

1. Products or services the price of which is subject to fluctuations in the financial market on which the entrepreneur has no influence and which may occur within the withdrawal period;
2. Agreements concluded during a public auction. A public auction is a selling method whereby products, digital content and/or services are offered by the entrepreneur to the consumer who is personally present or is given the opportunity to personally be present at the auction, under the direction of an auctioneer, and where the successful bidder is obliged to take the products, digital content and/or services;
3. Service agreements, after full implementation of the service, but only if:
  - a. The implementation has begun with the explicit prior consent of the consumer; and
  - b. The consumer has stated that he loses his right of withdrawal once the entrepreneur has fully implemented the agreement;
4. Package travel as referred to in article 7:500 BW and contracts of passenger transport;
5. Service contracts for the provision of accommodation, if the agreement provides for a specific date or period of execution and other than for residential purposes, carriage of goods, car rental services and catering;
6. Agreements relating to leisure activities, if a specific date or period of implementation is provided for in the Agreement;
7. Products manufactured according to consumer specifications, which are not prefabricated and manufactured on the basis of an individual choice or decision of the consumer, or which are clearly intended for a specific person;
8. Products which, by their nature, are irrevocably mixed with other products after delivery;
9. Without prejudice to the other rights assigned to it, in the event of force majeure, the entrepreneur has the right, at his own discretion, to suspend the execution of the purchase, or the agreement without judicial intervention. To dissolve this in a reasonable language by the consumer and without the entrepreneur being obliged to pay any compensation, unless this is in the given circumstances to measure Reasonableness and fairness would be unacceptable.
  - A. Force Majeure is understood to mean any shortcoming which cannot be attributed to the entrepreneur, because it is not due to its fault and neither under the Law, legal act or in the Traffic force Ideas for its account.
10. Sealed audio, video recordings and computer software, the sealing of which has been broken after delivery;
11. Newspapers, periodicals or magazines, except for subscriptions there to;
12. The supply of digital content other than on a tangible medium, but only if:
  - a. The implementation has begun with the explicit prior consent of the consumer; and
  - b. The consumer has stated that he will lose his right of withdrawal.

## Article 12 – The price

1. During the validity period mentioned in the offer, the prices of the offered products and/or services are not increased, subject to price changes due to changes in VAT rates.
2. By way of derogation from the preceding paragraph, the entrepreneur may offer products or services whose prices are tied to fluctuations in the financial market and where the entrepreneur has no influence, with variable prices. These fluctuations and the fact that any prices are indicative prices are indicated in the offer.
3. Price increases within 3 months after the conclusion of the agreement are only allowed if they are the result of statutory regulations or provisions.
4. Price increases from 3 months after the conclusion of the agreement are only allowed if the entrepreneur has stipulated this and:
  - A. These are the result of statutory regulations or provisions; or
  - B. The consumer has the power to claim the agreement from the day on which the price increase takes effect.
5. The prices mentioned in the offer of products or services include VAT.

## Article 13 - Fulfilment of the agreement and additional guarantee

1. The entrepreneur guarantees that the products and/or services comply with the agreement, the specifications mentioned in the offer, the reasonable requirements of soundness and/or usability and the date of the establishment of the Existing legal provisions and/or government regulations. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.
2. An additional guarantee provided by the entrepreneur, his supplier, manufacturer or importer shall never limit the statutory rights and claims that the consumer may assert against the entrepreneur under the agreement if the Entrepreneur has failed to fulfil his part of the agreement.
3. Additional guarantee means any commitment of the entrepreneur, its supplier, importer or producer in which it assigns the consumer certain rights or claims that go beyond what is legally required in case he is the fulfilment of its part of the agreement.

## Article 14 - Delivery and implementation

1. The entrepreneur will observe the utmost care when taking delivery and in the execution of orders of products and in assessing applications for the provision of services.
2. The place of delivery is the address that the consumer has made known to the entrepreneur.
3. Subject to what is stated in article 4 of these general terms and conditions, the entrepreneur will execute accepted orders expeditiously but at the latest within 30 days, unless another delivery period has been agreed. If the delivery is delayed, or if an order cannot or is only partially executed, the consumer will receive this notice no later than 30 days after he has placed the order. In that case, the consumer has the right to terminate the contract at no cost and to be entitled to any compensation.
4. After dissolution in accordance with the preceding paragraph, the entrepreneur will reimburse the amount paid by the consumer without delay.
5. The risk of damage and/or loss of products rests with the entrepreneur until the moment of delivery to the consumer or a pre-designated and known representative to the entrepreneur, unless expressly otherwise Agreed.

## Article 15 - Payment

1. To the extent not otherwise specified in the Agreement or additional terms, the amounts owed by the consumer must be paid within 14 days after the start of the cooling-off period, or in the absence of a cooling-off period within 14 days After concluding the agreement. In The event of an agreement to provide a service, this period shall commence on the day after the consumer has received the confirmation of the agreement.
2. When selling products to consumers, the consumer may never be obliged to pay a prepayment of more than 50% in general terms and conditions. If prepayment is stipulated, the consumer cannot assert any right regarding the execution of the relevant order or service (ies) before the stipulated prepayment has been made.
3. The consumer has a duty to report inaccuracies in the payment details provided or stated without delay to the entrepreneur.
4. If the consumer does not meet his payment obligation in due time, after he has been informed by the entrepreneur of the late payment and the entrepreneur has awarded the consumer a period of 14 days to fulfil his payment obligations, After the absence of payment within this 14-day period, on the amount still due the statutory interest. The entrepreneur is entitled to charge the extrajudicial collection costs incurred by him. These collection costs amount to up to: 15% on outstanding amounts up to €2.500, =; 10% on the subsequent €2,500, = and 5% over the next €5,000, = with a minimum of €20, =. The entrepreneur may deviate from the aforementioned amounts and percentages for the benefit of the consumer.

## Article 16 - Complaints procedure

1. The entrepreneur has a sufficiently publicized the complaints procedure and treats the complaint in accordance with this complaint's procedure.
2. Complaints about the execution of the agreement must be submitted fully and clearly described to the entrepreneur within a reasonable time after the consumer has found the defects.
3. Complaints lodged with the entrepreneur are answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the entrepreneur will reply within the period of 14 days with a message of receipt and an indication when the consumer can expect a more detailed answer.
4. The consumer should in any case give the entrepreneur 4 weeks to resolve the complaint in mutual consultation. After this period, a dispute arises that is susceptible to the dispute settlement.

## Article 17 - Disputes

1. Agreements between the entrepreneur and the consumer to whom these general terms and conditions relate are governed exclusively by Dutch law.
2. On general terms and conditions, the consultation with the Consumer Association and the Thuiswinkel organization in the context of self-regulatory agreements imposed by the socio-economic Council have been achieved.

## Article 18- Supplementary or derogatory provisions

Any additional terms derogating 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 accessed by the consumer in an accessible manner. Stored on a durable data carrier.