

General Terms and Conditions Cousin Rob webshop - March 2018

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Article 1 - Definitions

For the purposes of these terms and conditions:

1. Supplementary agreement: an agreement under which the consumer products, digital content and/or acquires services in connection with a distance contract and these items, digital content and/or services provided by the entrepreneur or by a third party on the basis of a agreement between that third party and the entrepreneur;
2. Withdrawal period: the period within which the consumer can exercise his right of withdrawal;
3. Consumer: the natural person who is not acting for purposes related to his trade, business, craft or profession;
4. Day: calendar day;
5. Digital content: data produced and delivered in digital form;
6. Contract for an indefinite period of time: an agreement for the regular supply of goods, services, etc. and/or digital content for a certain period of time;
7. Durable data carrier: any tool - including e-mail - that the consumer or enables an entrepreneur to store information addressed to him personally on a how that future consultation or use is to be carried out over a period appropriate to the purpose the purpose for which the information is intended, and that unchanged reproduction of the stored information makes it possible;
8. Right of withdrawal: the possibility for the consumer to withdraw within the cooling-off period. remote agreement;

9. Entrepreneur: the natural or legal person who products, (access to) digital content and/or offers services to consumers remotely;
10. Distance contract: an agreement between the trader and the consumer closed within the framework of an organised system for the distance selling of products, digital content and/or services, where up to and including the conclusion of the contract exclusively or the use of one or more remote communication techniques;
11. Model withdrawal form: the European withdrawal form set out in Annex I to these conditions.
model revocation form. Annex I need not be made available if the consumer has no right of withdrawal with regard to his order;
12. Technique for distance communication: means that can be used for closing an agreement, without the consumer and entrepreneur having to be in the same room at the same time
have come together.

Article 2 - Identity of the entrepreneur

Cousin Rob B.V.

Choorstraat 34, 2611 JG, Delft

Telephone number: 015-7370370, reachable from Tuesday to Friday between 10.00-17.30

E-mail address: neefrob@gmail.com

Chamber of Commerce number: 68607202

VAT identification number: NL857517922B01

Cousin Rob B.V. is a member of the Koninklijke Horeca Nederland see www.khn.nl.

If the entrepreneur's activity is subject to a relevant licensing system: the data concerning the supervisory authority.

If the entrepreneur is engaged in a regulated profession:

- the professional association or organisation of which he is a member;
- the professional title, the place in the EU or the European Economic Area where it is awarded;
- a reference to the professional rules applicable in the Netherlands and instructions where and how to access these professional rules.

Article 3 - Applicability

1. These general terms and conditions apply to every offer made by the entrepreneur and to every offer made by the entrepreneur.
agreement reached at a distance between entrepreneur and consumer.

2. Before the distance contract is concluded, the text of this general conditions made available to the consumer. If this is not reasonably possible, the entrepreneur before the remote agreement is concluded, indicate how the general terms and conditions can be viewed at the entrepreneur and that they are at the consumer's request so
be sent free of charge as soon as possible.

3. If the distance contract is concluded electronically, notwithstanding the previous paragraph and before the distance contract is concluded, the text of these terms and conditions 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 remote agreement be indicated where the general terms and conditions are to be concluded by electronic means.

can be accessed and that, at the consumer's request, it may be accessed electronically or on will be sent free of charge by other means.

4. In the event that, in addition to these general terms and conditions, specific product- or service conditions apply, the second and third paragraphs of corresponding application and, in the event of conflicting conditions, the consumer may always invoke the applicable provision which is most favourable to him.

Article 4 - The offer

1. If an offer has a limited period of validity or is made subject to conditions, this shall be expressly mentioned in the offer.

2. The offer contains a complete and accurate description of the products offered, digital content and/or services. The description is sufficiently detailed to provide a good enable the consumer to assess the offer. If the entrepreneur use of images, they are a faithful representation of the offered products, services and/or digital content. Obvious mistakes or manifest errors in the offer does not bind the entrepreneur.

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

Article 5 - The Agreement

1. Subject to paragraph 4, the agreement shall be concluded at the time of acceptance by the consumer of the offer and compliance with the requirements of the offer. conditions.

2. If the consumer has accepted the offer by electronic means, the entrepreneur confirms without delay by electronic means the receipt of the acceptance of the offer. As long as the receipt of this acceptance has not been confirmed by the entrepreneur, the consumer can the terminate the agreement.

3. If the agreement is concluded electronically, the entrepreneur will find appropriate technical and take organisational measures to secure the electronic transmission of data and ensure that for a secure web environment. If the consumer can pay electronically, the entrepreneur will

take appropriate safety measures to this end.

4. The entrepreneur may, within the limits of the law, - inform the consumer whether his payment obligations, as well as all those facts and factors relevant to a responsible conclusion of the distance contract. If the entrepreneur on the basis of this research has good reason not to enter into the agreement, he is entitled to to refuse an order or request, with reasons, or to make the execution subject to special conditions.

5. No later than upon delivery of the product, service or digital content to the consumer the following information, in writing or in such a way that it is provided by the consumer on

can be stored in an accessible manner on a durable data carrier:

a. the visiting address of the trader's business establishment to which the consumer can complain

can;

b. the conditions under which and the manner in which the consumer can exercise the right of withdrawal

or a clear indication of exclusion from the scope of the Directive.

right of revocation;

c. information on warranties and existing after-sales service;

d. the price including all taxes of the product, service or digital content; to the extent that apply the costs of delivery; and the method of payment, delivery or performance of the remote agreement;

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

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

6. In the case of an enduring transaction, the provision in the previous paragraph shall only apply to the first delivery.

Article 6 - Right of withdrawal

For products:

1. The consumer can make an agreement regarding the purchase of a product during

dissolve a cooling-off period of at least 14 days without giving reasons. The

entrepreneur may

ask the consumer for the reason(s) for withdrawal, but do not ask the consumer to give his reason(s)

oblige.

2. The cooling-off period referred to in paragraph 1 shall commence on the day after the consumer, or a reflection period agreed in advance by the

consumer designated third party, other than 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, has received the last product. The

Entrepreneur is allowed, provided that the consumer is clearly informed prior to the ordering process.

informed about an order for several products with different characteristics.

refuse delivery.

- b. if the delivery of a product consists of several shipments or parts: the day on which the consumer, or a third party designated by him, the last consignment or the last has received part;
- c. in the case of contracts for the regular supply of products for a specified period of time: the day on which the consumer, or a third party designated by him, has the first product received.

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

- 3. The consumer may receive a service contract and a contract for the supply of digital content not supplied on a tangible medium for at least 14 days without notice ...of decomposing reasons. The entrepreneur may ask the consumer for the reason for withdrawal, but do not oblige them to state their reason(s).
- 4. The cooling-off period referred to in paragraph 3 shall commence on the day following the conclusion of the agreement.

Extended cooling-off period for products, services and digital content not on a tangible medium

delivered in case of failure to inform about the right of withdrawal:

- 5. If the Entrepreneur provides the Consumer with the legally required information about the right of withdrawal or has not provided the model withdrawal form, the cooling-off period expires twelve months after the end of the initial period determined in accordance with the previous paragraphs of this Article respite.
- 6. If the entrepreneur has the information referred to in the preceding paragraph to the consumer provided within 12 months of the starting date of the original cooling-off period, expires the cooling-off period 14 days after the day on which the consumer has received that information.

Article 7 - Obligations of the consumer during the reflection period

- 1. During the reflection period the consumer will handle the product and packaging with care. He shall unpack or use the product only to the extent necessary having regard to its nature, characteristics and to determine the operation of the product. The point of departure here is that the consumer may only handle and inspect as he would in a store.
- 2. The consumer shall only be liable for any reduction in the value of the product resulting from of a manner of handling the product which goes beyond what is permitted in paragraph 1.
- 3. The reduction in value of the product resulting from a way of dealing with the product going beyond what is permitted in paragraph 1. is 25%.

4. The consumer is not liable for depreciation of the product if the entrepreneur before or at the time of the conclusion of the contract, does not provide him with all the information required by law concerning the has granted a right of withdrawal.

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

1. If the consumer exercises his right of withdrawal, he shall report this within the cooling-off period by means of the model revocation form or by any other unequivocal means addressed to the entrepreneur.

2. 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 necessary if the entrepreneur has offered to collect the product himself. The the consumer has in any case complied with the return period if he returns the product before the cooling-off period has expired.

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

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

5. The consumer shall bear 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 that he himself bears the costs, the consumer does not have to bear the costs of returning the goods.

6. If the consumer withdraws after having first expressly requested that the performance of the service or supply of gas, water or electricity not put up for sale in a limited volume or certain quantity starts during the cooling-off period, the consumer is the consumer. owes the trader an amount proportionate to that part of the obligation which is not borne by the entrepreneur has complied at the time of revocation, compared to the complete fulfilment of the commitment.

7. The consumer shall not bear any costs for the performance of services or the supply of water, gas or electricity. electricity not put up for sale in a limited volume or quantity, or up to supply of district heating, if:

a. the trader provides the consumer with the legally required information on the right of withdrawal, the reimbursement of costs in the event of revocation or has not provided the model revocation form, or;

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

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

a. prior to its delivery he has not expressly agreed to the commencement of compliance with the agreement before the end of the cooling-off period;

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

c. the entrepreneur has failed to confirm this statement from the consumer.

9. If the consumer makes use of his right of withdrawal, all supplementary agreements dissolved by operation of law.

Article 9 - Obligations of the entrepreneur in case of revocation

1. If the Entrepreneur's notification of withdrawal by the Consumer is possible electronically shall send an acknowledgement of receipt without delay upon receipt of this notification.

2. The entrepreneur shall reimburse all payments made by the consumer, including any delivery costs

charged by the entrepreneur for the returned product, immediately but within 14 days following the day on which the consumer notifies him of the withdrawal. Unless the

Entrepreneur offers to collect the product himself, he may wait until he has paid back the product.

product, or until the consumer demonstrates that he has returned the product, to whichever time is earlier.

3. The trader shall use the same means of payment used by the consumer for the purpose of reimbursement, unless the consumer agrees to another method. The refund is free of charge for the consumer.

4. If the consumer has opted for a more expensive method of delivery than the cheapest one standard delivery, the entrepreneur does not have to pay the additional costs for the more expensive method repayable.

Article 10 - Exclusion of right of withdrawal

The Entrepreneur may exclude the following products and services from the right of withdrawal, but

only if the entrepreneur clearly indicates this when making the offer, or at least in good time before closing the agreement:

1. Products or services whose price is subject to fluctuations on the financial market which are beyond the Entrepreneur's control and which can be exercised within the withdrawal period occur;

2. Contracts concluded during a public auction. Under a public auction means a sales method in which products, digital content and/or services are sold by the be offered to the consumer who is personally present or the possibility

gets to be personally present at the auction, under the supervision of an auctioneer, and where the

successful bidder is obliged to purchase the products, digital content and/or services;

3. Service agreements, after full performance of the service, but only if:
a. performance has commenced with the express prior consent of the consumer; and
b. the consumer has declared that he loses his right of withdrawal as soon as the entrepreneur agreement has been fully implemented;

4. Package holidays as referred to in Section 7:500 of the Dutch Civil Code and passenger transport agreements;

5. Service agreements for the provision of accommodation, as in the agreement a certain date or period of execution and other than for residential purposes, freight transport, car rental services and catering;

6. Leisure agreements, if the agreement contains a specific date or period of implementation;

7. Products manufactured to consumer specifications, which are not prefabricated, and

which are manufactured on the basis of an individual choice or decision made by the consumer, or which are clearly intended for a specific person;

8. Products which spoil rapidly or have a limited shelf life;

9. Sealed products unsuitable for reasons of health protection or hygiene to be returned and whose seal has been broken after delivery;

10. Products which, by their nature, have been irrevocably mixed with other products after delivery;

11. Alcoholic beverages of which the price was agreed upon at the conclusion of the agreement,

but the delivery of which can only take place after 30 days, and of which the actual value depends on fluctuations in the market over which the entrepreneur has no influence;

12. Sealed audio, video recordings and computer software, the sealing of which after delivery has been terminated;

13. Newspapers, journals or magazines, with the exception of subscriptions;

14. The supply of digital content other than on a tangible medium, but only if:

a. the execution has started with the explicit prior consent of the consumer; and
b. the consumer has declared that he thereby loses his right of withdrawal.

Article 11 - The price

1. During the period of validity indicated in the offer, the prices of the offered products and/or services not increased, subject to price changes as a result of changes in VAT rates.

2. 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 pricing. This commitment to fluctuation and the fact that Any prices quoted are target prices and will be included in the offer.

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

4. Price increases as 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 statutory regulations or provisions; or
- b. the consumer has the power to terminate the contract as of the day to which the price increase applies.

5. The prices mentioned in the offer of products or services are inclusive of VAT.

Article 12 - Fulfilment of agreement and extra guarantee

1. The entrepreneur guarantees that the products and / or services comply with the agreement, the specifications stated in the offer, to the reasonable requirements of reliability and/or usability

and the legal provisions existing on the date of the conclusion of the agreement and/or government regulations. If agreed, the entrepreneur also guarantees that the product is suitable for use other than normal.

2. An additional guarantee provided by the entrepreneur, his supplier, manufacturer or importer never restricts the legal rights and claims that the consumer has on the basis of the can assert an agreement against the proprietor if the proprietor has failed to do so in fulfilling his part of the agreement.

3. Additional guarantee is understood to mean every commitment of the entrepreneur, his supplier, importer or producer in which he grants the consumer certain rights or claims which go beyond what it is legally obliged to do in the event of a breach of contract of his part of the agreement.

Article 13 - Delivery and execution

1. The entrepreneur will take the greatest possible care in receiving and in the execution of product orders and in the evaluation of applications for provision of services.

2. The place of delivery shall be the address which the consumer has given to the entrepreneur made.

3. With due observance of what is stated in Article 4 of these general terms and conditions, shall the entrepreneur 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 can only partially be carried out, the consumer will receive this no later than 30 days after he has placed the order. The In that case, the consumer has the right to dissolve the agreement free of charge and is entitled to any compensation for damages.

4. After dissolution in accordance with the previous paragraph, the entrepreneur will refund the amount paid by the consumer. repay 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 to the entrepreneur representative, unless expressly agreed otherwise.

Article 14 - Duration transactions: duration, termination and extension

Resignation:

1. The consumer may terminate a contract that has been entered into for an indefinite period of time and that extends to the regular delivery of products (including electricity) or services, at all times give notice in accordance with agreed termination rules and a notice period for a month at most.
2. The consumer may enter into a fixed-term contract for the purpose of the regular delivery of products (including electricity) or services, at any time against denounce the end of the definite period of time in accordance with the terms agreed for this purpose termination rules and a notice period not exceeding one month.
3. The consumer can the agreements mentioned in the previous paragraphs:
 - terminate them at any time and not be limited to termination at a specific time or in an certain time;
 - at least denounce them in the same way as they were entered into by him;
 - always terminate with the same notice as the entrepreneur has stipulated for himself.

Extension:

4. A contract entered into for a definite period of time and which is intended for the regular delivery of products (including electricity) or services, shall not be tacitly renewed, or renewed for a fixed period of time.
5. By way of derogation from the preceding paragraph, a contract entered into for a definite period of time which is extends to the regular delivery of daily news and weekly newspapers and magazines tacitly are renewed for a fixed period not exceeding three months, if the consumer can terminate the extended agreement at the end of the extension with a notice period for a month at most.
6. An agreement entered into for a definite period of time for the regular delivery of products or services, may be tacitly renewed for an indefinite period only if the Consumers may terminate at any time with a notice of up to one month. The the period of notice shall not exceed three months in the event that the contract is for the purpose of settlement, but less than once a month, delivering daily, news and weekly newspapers and magazines.
7. An agreement with a limited duration for the regular delivery of daily newspapers and magazines, news and weekly newspapers and magazines (trial or introductory subscription) will not be accepted. tacitly continued and ends automatically at 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 the agreement at all times with a notice period not exceeding one month, unless the reasonableness and fairness against termination before the end of the agreed term reschedule.

Article 15 - Payment

1. Unless otherwise provided in the agreement or additional conditions, the by the consumer to be paid within 7 days after the commencement of the

cooling-off period, or in the absence of a cooling-off period within 7 days after closing of the
resemblance. In the case of an agreement to provide a service, this period shall start to
run from

on the day after the consumer has received the confirmation of the contract.

2. When selling products to consumers, the consumer may in general conditions never be obliged to pay more than 50% in advance. When prepayment is stipulated, the consumer may not assert any right concerning the execution of the the order or service(s) in question, before the stipulated advance payment has been made occurred.

3. The consumer has the duty to correct any inaccuracies in the payment details provided or stated without delay.
to report to the entrepreneur.

4. If the consumer does not meet his payment obligation(s) on time, he is, after the entrepreneur has been made aware of the late payment and the entrepreneur the consumer a period of 7 granted days to still meet its payment obligations, after the absence of payment within this 7-day period, interest at the statutory rate on the amount still due and the entrepreneur is entitled to pay the extrajudicial costs incurred by him. collection costs to be charged. These collection costs 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 can benefit from the consumer deviate from these amounts and percentages.

Article 16 - Complaints procedure

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

2. Complaints about the execution of the agreement must be made within a reasonable time after the the consumer has identified, complete and clearly described the defects are submitted to the entrepreneur.

3. Complaints submitted to the entrepreneur within a period of 14 days from answered the date of receipt. If a complaint has a foreseeable longer processing time request, the entrepreneur will respond within the period of 14 days with a message from receipt and an indication of when the consumer can expect a more detailed answer.

4. The consumer should give the entrepreneur at least 4 weeks to submit the complaint. resolve the matter by mutual agreement. After this period, a dispute arises which is subject to the dispute resolution.

Article 17 - Disputes

1. On agreements between the entrepreneur and the consumer on which these general conditions Dutch law shall apply exclusively.

Article 18 - Additional or different provisions

Additional provisions or provisions deviating 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 are stored by the consumer in an accessible manner on a durable medium.

Annex I: Model revocation form

Model revocation form

(complete and return this form only if you wish to revoke the agreement)

- On: Cousin Rob BV

Choorstraat 34 in Delft

neefrob@gmail.com

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

the provision of the following digital content: [Digital Content Designation]*.

the provision of the following service: [indication of service]*,

revoked/cancellation*

- Ordered on*/received on* [date of order in case of services or receipt in case of products]

- [Consumer(s) Name]

- [Consumer address(es)]

- Consumer(s)' signature (only if this form is submitted on paper)

* Strike out what does not apply or fill in what is applicable.