

General Terms and Conditions – Business to consumer (B2C)

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Article 1 – Definitions

In these terms and conditions, the following terms shall have the meanings as set out below:

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

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

Consumer: the natural person who does not act for purposes related to their trade, business, craft, or professional activity;

Day: calendar day;

Digital Content: data produced and supplied in digital form;

Durable Data Carrier: any means – including email – that allows the consumer or entrepreneur to store information directed to them personally in a way that allows for future consultation or use during a

period adapted to the purpose for which the information is intended, and which allows for unchanged reproduction of the stored information;

Right of Withdrawal: the consumer's possibility to withdraw from the distance agreement within the cooling-off period;

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

Distance Agreement: an agreement concluded between the entrepreneur and the consumer within the framework of an organized system for remote selling of products, digital content, and/or services, whereby until the conclusion of the agreement, only or also use is made of one or more techniques for remote communication;

Model Withdrawal Form: the European model withdrawal form included in Appendix I of these terms and conditions. Appendix I does not need to be made available if the consumer does not have a right of withdrawal in relation to their order;

Technique for Remote Communication: a means that can be used for concluding an agreement, without the consumer and entrepreneur being simultaneously in the same space.

Article 2 – Identity of the Entrepreneur

Tyr Trading

Karel Appelstraat 30, 8253 VS, Dronten

Telephone: 06-50222193

Email Address: info@sparkularshop.com

Chamber of Commerce Number: 85651621

VAT Identification Number: NL004124951B33

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

If the entrepreneur practices a regulated profession:

The professional association or organization to which they belong;

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

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

Article 3 – Applicability

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

Before the distance agreement is concluded, the text of these general terms and conditions will be made available to the consumer. If this is not reasonably possible, the entrepreneur will indicate, before the distance agreement is concluded, how the general terms and conditions can be viewed by

the consumer and that they will be sent to the consumer free of charge as soon as possible upon request.

If the distance agreement is concluded electronically, in deviation from the previous paragraph and before the distance agreement is concluded, the text of these general terms and conditions may be made available to the consumer electronically in such a way that it can be easily stored by the consumer on a durable data carrier. If this is not reasonably possible, it will be indicated, before the distance agreement is concluded, where the general terms and conditions can be taken note of electronically and that they will be sent to the consumer electronically or in another way free of charge upon request.

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

Article 4 – The Offer

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

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

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

Article 5 – The Agreement

The agreement, subject to the provisions of paragraph 4, is concluded at the moment of acceptance by the consumer of the offer and compliance with the conditions set out therein.

If the consumer has accepted the offer electronically, the entrepreneur shall promptly confirm receipt of the acceptance of the offer electronically. As long as the entrepreneur has not confirmed receipt of this acceptance, the consumer may dissolve the agreement.

If the agreement is concluded electronically, the entrepreneur shall take appropriate technical and organizational measures to secure the electronic transfer of data and shall provide a secure web environment. If the consumer can make electronic payments, the entrepreneur shall take appropriate security measures for this purpose.

Within the framework of legal requirements, the entrepreneur may assess whether the consumer can meet their payment obligations, as well as all facts and factors relevant to a responsible conclusion of the distance agreement. If, based on this investigation, the entrepreneur has reasonable grounds not to conclude the agreement, they are entitled to refuse an order or application with reasoned justification, or to attach specific conditions to its execution.

At the latest upon delivery of the product, service, or digital content to the consumer, the entrepreneur shall provide the following information in writing or in such a way that the consumer can store it on a durable data carrier in an accessible manner:

the visiting address of the entrepreneur's establishment where the consumer can address complaints;

the terms and manner in which the consumer can exercise their right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;

information about warranties and existing after-sales service;

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

the requirements for terminating the agreement if the agreement 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 the case of a continuing transaction, the provision in the previous paragraph shall apply only to the first delivery.

Article 6 – Right of Withdrawal

For Products:

The consumer may dissolve an agreement for the purchase of a product within a cooling-off period of at least 14 days without stating any reasons. The entrepreneur may ask the consumer for the reason for withdrawal, but cannot oblige them to disclose their reason(s).

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

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

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

in the case of agreements for regular delivery of products over a specified period: the day on which the consumer, or a third party designated by them, has received the first product.

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

The consumer may dissolve a service agreement and an agreement for the delivery of digital content not supplied on a tangible medium within a cooling-off period of at least 14 days without stating any reasons. The entrepreneur may ask the consumer for the reason for withdrawal, but cannot oblige them to disclose their 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 Delivered on a Tangible Medium in Case of Failure to Inform About the 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 will expire twelve months after the end of the original cooling-off period established in accordance with the previous paragraphs of this article.

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

Article 7 – Consumer's Obligations during the Cooling-off Period

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

The consumer is liable only for the depreciation of the product resulting from handling the product beyond what is allowed in paragraph 1.

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

Article 8 – Exercise of the Consumer's Right of Withdrawal and Costs thereof

If the consumer exercises their right of withdrawal, they shall notify the entrepreneur of this within the cooling-off period using the model withdrawal form or in an unambiguous manner.

As soon as possible, but no later than 14 days from the day following the notification referred to in paragraph 1, the consumer shall return the product or hand it over to the entrepreneur (or an authorized representative). This is not necessary if the entrepreneur has offered to collect the product themselves. The consumer shall have complied with the return period if they return the product before the cooling-off period has expired.

The consumer shall return the product with all supplied 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 shall bear the direct costs of returning the product. If the entrepreneur indicates that they will bear the costs themselves, the consumer does not have to bear the costs of return.

If the consumer withdraws after having explicitly requested that the provision of services or the supply of gas, water, or electricity that have not been made ready for sale in a limited volume or quantity begins during the cooling-off period, the consumer shall owe the entrepreneur an amount that is proportionate to that part of the obligation fulfilled by the entrepreneur at the time of withdrawal, compared to the complete fulfillment of the obligation.

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

the entrepreneur has not provided the consumer with the mandatory information about the right of withdrawal, the reimbursement of costs upon withdrawal, or the model withdrawal form, or

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

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

they have not expressly consented to the commencement of the performance of the contract before the end of the cooling-off period,

they have not acknowledged losing their right of withdrawal upon giving their consent, or

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

If the consumer exercises their right of withdrawal, all additional agreements shall be automatically dissolved.

Article 9 – Entrepreneur's Obligations upon Withdrawal

If the entrepreneur enables the consumer to communicate their withdrawal electronically, the entrepreneur shall promptly send an acknowledgment of receipt after receiving this communication.

The entrepreneur shall reimburse all payments made by the consumer, including any delivery costs charged by the entrepreneur for the returned product, promptly and in any event no later than 14 days from the day on which the consumer notifies them of the withdrawal. Unless the entrepreneur offers to collect the product themselves, they may delay the reimbursement until they have received the product or until the consumer has demonstrated that they have returned the product, whichever is earlier.

The entrepreneur shall use the same means of payment for reimbursement that the consumer used, unless the consumer agrees to a different method. The reimbursement 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 is not required to reimburse the additional costs for the more expensive method.

Article 10 – Exclusion of the Right of Withdrawal

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

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

Agreements concluded during a public auction. A public auction is understood to mean a sales method whereby products, digital content, and/or services are offered by the entrepreneur to consumers who are personally present or who have the opportunity to be personally present at the auction, under the supervision of an auctioneer, and where the successful bidder is obliged to take delivery of the products, digital content, and/or services;

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

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

the consumer has declared that they will lose their right of withdrawal once the entrepreneur has fully performed the agreement;

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

Service agreements for the provision of accommodation, if a specific date or period of performance is provided for in the agreement and other than for residential purposes, goods transport, car rental services, and catering;

Agreements relating to leisure activities, if a specific date or period of performance is provided for in the agreement;

Products produced according to the consumer's specifications, which are not prefabricated and are manufactured based on an individual choice or decision of the consumer, or which are clearly intended for a specific person;

Products that are liable to deteriorate quickly or have a limited shelf life;

Sealed products that, for reasons of health protection or hygiene, are not suitable to be returned and whose seal has been broken after delivery;

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

Alcoholic beverages for which the 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, the seal of which has been broken after delivery;

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

The delivery of digital content other than on a tangible medium, but only if:

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

the consumer has declared that they will lose their right of withdrawal.

Article 11 – The Price

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

In deviation from the previous paragraph, the entrepreneur may offer products or services with prices that are subject to fluctuations in the financial market and over which the entrepreneur has no influence. The fact that any mentioned prices are target prices and subject to fluctuations will be stated in the offer.

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

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

- a. they are the result of legal regulations or provisions; or
- b. the consumer has the authority to terminate the agreement as of the day on which the price increase takes effect.

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

Article 12 – Fulfillment of Agreement and Extended Warranty

The entrepreneur warrants that the products and/or services conform to the agreement, the specifications stated in the offer, the reasonable requirements of soundness and/or usability, and the legal provisions and/or government regulations existing on the date of the conclusion of the agreement. If agreed, the entrepreneur also guarantees that the product is suitable for uses other than normal.

Any additional warranty provided by the entrepreneur, their supplier, manufacturer, or importer shall never limit the legal rights and claims that the consumer can assert against the entrepreneur under the agreement, should the entrepreneur fail to fulfill their part of the agreement.

Under an extended warranty, any commitment from the entrepreneur, their supplier, importer, or producer that grants the consumer certain rights or claims beyond those to which they are legally obliged in case of their failure to fulfill their part of the agreement is understood.

The consumer must deliver items eligible for replacement or repair to the address provided by the entrepreneur at their own risk. The cost of returning the product(s) is at your expense and will be refunded to you upon validation of the warranty by our technical services.

Defective products received under warranty will always undergo thorough testing, and in case of a fault diagnosis (defect), defective parts will be replaced, provided they are still available and in stock. The repair may be performed by either the entrepreneur or the entrepreneur's supplier.

The repair timeframe and other performance periods specified by Tyr Trading are approximate and informative. Their exceeding does not entitle the potential consumer to compensation or dissolution.

Factory or trade marks, as well as type or identification numbers or signs affixed to the items supplied by the entrepreneur, must not be removed, damaged, or altered. If these type, identification numbers, or signs are not present on the product, the entrepreneur reserves the right not to grant a warranty for the respective product.

The warranty period does not restart through repair and/or replacement. However, a warranty is provided for the repairs themselves, with a duration of 30 days.

If there is evidence of improper use, incorrect connection, incorrect voltage, lightning strikes, damage caused by exposure to moisture, or other causes beyond the entrepreneur's control, the warranty becomes void. The warranty shall never extend to the reimbursement of costs or damages resulting from the consumer making changes or repairs to the products themselves or having them done, or if the products have been used for purposes other than their intended purpose, or have been handled or maintained in a careless or unskilled manner.

Article 13 – Delivery and Performance

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

The address provided by the consumer to the entrepreneur shall be considered the place of delivery.

Subject to the provisions in Article 4 of these general terms and conditions, the entrepreneur shall execute accepted orders promptly but no later than within 30 days, unless a different delivery period has been agreed upon. If delivery is delayed or if an order cannot be executed or only partially executed, the consumer shall be informed of this no later than 30 days after placing the order. In such cases, the consumer has the right to dissolve the agreement without incurring any costs and is entitled to any compensation for damages.

After dissolution in accordance with the preceding paragraph, the entrepreneur shall promptly refund the amount paid by the consumer.

The risk of damage and/or loss of products shall remain with the entrepreneur until the moment of delivery to the consumer or a pre-designated representative known to the entrepreneur, unless expressly agreed otherwise.

Article 14 – Payment

Unless otherwise agreed in the agreement or additional terms, the amounts owed by the consumer must be paid within 14 days after the commencement of the cooling-off period, or in the absence of a cooling-off period, within 14 days after the conclusion of the agreement. In the case of an agreement to provide a service, this period shall commence on the day after the consumer receives confirmation of the agreement.

In the sale of products to consumers, the consumer shall never be obliged in general terms and conditions to make an advance payment of more than 50%. If advance payment is stipulated, the consumer cannot assert any rights regarding the execution of the relevant order or service(s) before the stipulated advance payment has been made.

The consumer is obligated to promptly report any inaccuracies in provided or stated payment details to the entrepreneur.

If the consumer does not fulfill their payment obligation(s) in a timely manner, the consumer shall owe statutory interest on the outstanding amount after the entrepreneur has notified the consumer of the overdue payment and granted the consumer a period of 14 days to fulfill their payment obligations, following the expiration of this 14-day period, the consumer shall be liable for the legal interest on the still outstanding amount and the entrepreneur shall be entitled to charge the extrajudicial collection costs incurred by them. These collection costs shall not exceed: 15% of outstanding amounts up to €2,500; 10% of the subsequent €2,500, and 5% of the next €5,000, with a minimum of €40. The entrepreneur may deviate from the aforementioned amounts and percentages to the benefit of the consumer.

Article 15 – Complaints Procedure

The entrepreneur has an adequately publicized complaints procedure and will handle the complaint in accordance with this complaints procedure.

Complaints about the execution of the agreement must be submitted to the entrepreneur in full and clearly described within a reasonable time after the consumer has discovered the defects.

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

The consumer must give the entrepreneur at least 4 weeks to resolve the complaint through mutual consultation. After this period, a dispute that is subject to the dispute settlement procedure will arise.

Article 16 – Disputes

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

Article 17 – Additional or Deviating Provisions

Additional or deviating provisions from these general terms and conditions must not be to the disadvantage of the consumer and must be recorded in writing or in such a way that the consumer can store them on a durable medium in an accessible manner.

Appendix I: Model Withdrawal Form

Model Withdrawal Form

(Complete and return this form only if you wish to withdraw from the agreement)

To: [name of entrepreneur]

[geographical address of entrepreneur]

[entrepreneur's fax number, if available]

[entrepreneur's email address or electronic address]

I/We* hereby give notice that I/we* withdraw from my/our* contract of sale of the following goods:
[indication of goods]*

the provision of the following digital content: [indication of digital content]*

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

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

[Name of consumer(s)]

[Address of consumer(s)]

[Consumer(s) signature(s)] (only if this form is submitted on paper)

* Delete as appropriate or complete as appropriate.