

Pinkgellac.com is part of PBC International BV and conforms to the following conditions. As a result, Pinkgellac.com ensures clear and generally accepted agreements between customer and company.

General Terms and Conditions PBC International BV

### **Article 1 – Definitions**

In these terms and conditions, the following definitions apply:

Additional agreement: an agreement 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 supplied by the entrepreneur or by a third party on the basis of an agreement between the third party and the entrepreneur;

Reflection period: the period within which the consumer can make use of his right of withdrawal;

Consumer: the natural person who does not act for purposes related to his trade, business, craft or profession;

Day: calendar day;

Digital content: data produced and delivered in digital form;

Duration agreement: an agreement that extends to the regular delivery of goods, services and/or digital content during a certain period;

Durable data carrier: any tool - including e-mail - that enables the consumer or entrepreneur to store information that is personally addressed to him in a way that future consultation or use during a period that is tailored to the purpose for which the information is intended, and which 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 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 within the framework of an organized system for distance selling of products, digital content and/or services, whereby exclusive or joint use is made up to and including the conclusion of the agreement. uses one or more techniques for remote communication;

Model withdrawal form: [the European model withdrawal form](#) included in Appendix I of these terms and conditions;

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

### **Article 2 - Identity of the entrepreneur**

PBC International BV  
trading as Pink Gellac

Pink Gellac HQ  
Middenweg 1  
1217 HS Hilversum  
The Netherlands

Please note, this is not a return address! You can find our return address at the bottom of the model form for the right of withdrawal

The above address is the Pink Gellac head office and you cannot visit us to purchase our products. You can safely order and pay all products online with a secure SSL connection via <https://www.pinkgellac.nl/>

Telephone number: +31(0)35-7370457, available Monday to Friday 09:00 to 23:45 and on Saturday and Sunday 10:00 - 17:00

Email: [info@pinkgellac.com](mailto:info@pinkgellac.com)

Chamber of Commerce number: 57299641

VAT identification number: NL852521819B01

### **Article 3 – Applicability**

3.1 - 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. 3.2 - Before the distance contract is concluded, the text of these general terms and conditions is 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 can be viewed at the entrepreneur and that they will be sent free of charge as soon as possible at the request of the consumer.

3.3 - If the distance contract is concluded electronically, notwithstanding 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 is consumer can be stored 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 terms and conditions can be consulted electronically and that they will be sent free of charge at the request of the consumer electronically or otherwise.

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

### **Article 4 - The offer**

4.1 - If an offer has a limited period of validity or is made subject to conditions, this will be explicitly stated in the offer.

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

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

### **Article 5 - The agreement**

5.1 - Subject to the provisions of paragraph 4, the agreement is concluded at the time of acceptance by the consumer of the offer and compliance with the associated conditions.

5.2 - If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm receipt of the 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.

5.3 - If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to secure the electronic transfer of data and ensure a safe web environment. If the consumer can pay electronically, the entrepreneur will take appropriate security measures.

5.4 - Within legal frameworks, the entrepreneur can inform himself whether the consumer can meet 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 reasons not to enter into the agreement, he is entitled to refuse an order or request with reasons or to attach special conditions to the execution.

5.5 - At the latest upon delivery of the product, service or digital content to the consumer, the entrepreneur will send the following information, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable data carrier:

a - the visiting address of the establishment of the entrepreneur where the consumer can go with complaints;

b - the conditions under which and the manner in which the consumer can make use of the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal; c - the information about guarantees and existing after-sales service;

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

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

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

5.6 - In the case of a long-term transaction, the provision in the previous paragraph only applies to the first delivery.

## **Article 6 – Right of withdrawal**

6.1 - The consumer can dissolve an agreement with regard to the purchase of a product during a reflection period of at least 14 days without stating reasons. The entrepreneur may ask the consumer for the reason for withdrawal, but not oblige him to state his reason(s).

6.2 - The reflection 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:

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 may, provided he has clearly informed the consumer about this prior to the ordering process, refuse an order for several products with different delivery times.

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, has received the last consignment or the last part;

c - in the case of agreements 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 provided on a tangible medium:*

1. A consumer may terminate a service contract and a contract for the provision of digital content not provided on a tangible medium for a period of at least 14 days without giving reasons. The organization may ask the consumer about the reason for withdrawal but may not oblige the consumer to state his reason(s).

2. The cooling-off period referred to in paragraph 3 commences on the day following the conclusion of the contract.

*Extended cooling-off period for products, services and digital content not provided on a tangible medium in case of failure to inform about right of withdrawal:*

3. If the organization has not provided the consumer with the legally required information about the right of withdrawal or the standard 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.

4. If the organization provided the consumer with the information referred to in the previous paragraph within 12 months of the starting date 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 - Obligations of the consumer during the reflection period**

7.1 - During the reflection period, the consumer will handle the product and the packaging with care. He will only unpack or use the product to the extent necessary to determine 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 store.

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

7.3 - The consumer is not liable for depreciation of the product if the organization did not provide him with all legally required information on the right of withdrawal before or when concluding the contract.

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

8.1 - If the consumer makes use of his right of withdrawal, he will report this to the entrepreneur within the cooling-off period by means of the model withdrawal form or in another unambiguous manner.

8.2 - 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 authorized representative of) the entrepreneur. This is not necessary if the entrepreneur has offered to collect the product himself. The consumer has in any case observed the return period if he returns the product before the reflection period has expired.

8.3 - The consumer returns the product with all accessories supplied, if reasonably possible in its original condition and packaging, and in accordance with the reasonable and clear instructions provided by the entrepreneur.

8.4 - The risk and the burden of proof for the correct and timely exercise of the right of withdrawal lies with the consumer.

8.5 - 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 that he will bear the costs himself, the consumer does not have to bear the costs for return.

8.6 - 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 commence during the cooling-off period, the consumer shall owe the organization an amount proportionate to that part of the agreement fulfilled by the organization at the time of withdrawal, compared to the full fulfilment of the agreement.

8.7 - The consumer bears no 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 for the supply of district heating, if:

- a. the organization has not provided the consumer with the legally required information on the right of withdrawal, the cost reimbursement upon withdrawal or the standard withdrawal form, or;
- b. 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 cooling-off period.

8.8 - The consumer bears no cost for the full or partial provision of digital content not provided on a tangible medium if:

- a. he has not expressly agreed, prior to its provision, to commence fulfilment of the contract 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 organization has failed to confirm this statement by the consumer.

8.9 - If the consumer exercises his right of withdrawal, all additional contracts will be terminated by operation of law.

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

9.1 - If the entrepreneur makes the notification of withdrawal by the consumer possible electronically, he will immediately send a confirmation of receipt after receipt of this notification.

9.2 - The entrepreneur reimburses all payments from 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 entrepreneur offers to collect the product himself, he may wait with repayment until he has received the product or until the consumer demonstrates that he has returned the product, whichever is earlier. 9.3 - The entrepreneur uses the same payment method that the consumer has used for reimbursement, unless the consumer agrees to another method. The refund is free of charge for the consumer.

9.4 - If the consumer has opted for a more expensive method of delivery than the cheapest standard delivery, the entrepreneur does not have to reimburse the additional costs for the more expensive method.

### **Article 10 - Exclusion 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 time for the conclusion of the agreement:

10.1 - Products or services whose price is subject to fluctuations in the financial market which the organization cannot influence and which may occur within the withdrawal period

10.2 - Contracts concluded during a public auction. A public auction is understood to mean a method of sale where products, digital content and/or services are offered by the organization to the consumer who is personally present or is given the opportunity to be personally present at the auction, under the guidance of an auctioneer, and where the successful bidder is obliged to purchase the products, digital content and/or services;

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

- a. performance has started with the consumer's express prior consent; and
- b. the consumer has declared that he loses his right of withdrawal once the organization has fully performed the contract;

10.4 - Package tours as referred to in EU directive 2015/2302 passenger transport contracts;

10.5 - 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;

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

10.7 - Products manufactured to consumers' specifications, which are not prefabricated and are manufactured on the basis of an individual choice or decision by the consumer, or are clearly intended for a specific person;

10.8 - Products that spoil quickly or have a limited shelf life;

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

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

10.11 - Alcoholic beverages whose price was agreed at the time of concluding the contract, but whose delivery can only take place after 30 days, and whose actual value depends on fluctuations in the market over which the organization has no influence;

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

10.13 - Newspapers, periodicals or magazines, with the exception of subscriptions thereto;

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

- a. performance has started with the consumer's express prior consent; and
- b. the consumer has declared that he thereby loses his right of withdrawal.

### **Article 11 - The price**

11.1 - During the period of validity stated in the offer, the prices of the products and/or services offered are not increased, except for price changes as a result of changes in VAT rates.

11.2 - Contrary to the previous paragraph, the entrepreneur can 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 dependence on fluctuations and the fact that any prices mentioned are target prices are stated in the offer.

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

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

- a - these are the result of statutory regulations or provisions; or
- b - the consumer has the authority to cancel the agreement with effect from the day on which the price increase takes effect.

11.5 - The prices stated in the offer of products or services include VAT.

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

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

12.2 - 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 under the agreement if the entrepreneur has failed to comply with his part of the contract. agreement.

12.3 - An extra guarantee is understood to mean any commitment by the entrepreneur, his supplier, importer or producer in which he grants the consumer certain rights or claims that go beyond what is legally required in the event that he has failed to fulfill his part of the obligation. the agreement.

### **Article 13 - Delivery and execution**

13.1 - The entrepreneur will take the greatest possible care when receiving and executing orders for products and when assessing applications for the provision of services. 13.2 - The place of delivery is the address that the consumer has made known to the entrepreneur.

13.3 - With due observance of what is stated about this in article 4 of these general terms and conditions, the entrepreneur will execute accepted orders expeditiously but at the latest within 30 days, unless a different delivery period has been agreed. If the delivery is delayed, or if an order cannot or only partially be executed, the consumer will be notified of this no later than 30 days after he has placed the order. In that case, the consumer has the right to dissolve the agreement without costs and is entitled to any compensation.

13.4 - After dissolution in accordance with the previous paragraph, the entrepreneur will immediately refund the amount that the consumer has paid.

13.5 - 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 expressly agreed otherwise.

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

Cancellation:

14.1 - The consumer can terminate an agreement that has been entered into for an indefinite period and that extends to the regular delivery of products (including electricity) or services, with due observance of the agreed cancellation rules and a notice period of at most one month.

14.2 - The consumer can terminate an agreement that has been entered into for a definite period and which extends to the regular delivery of products (including electricity) or services, at any time towards the end of the fixed term, subject to the agreed cancellation rules and a notice period. of a maximum of one month.

14.3 - The consumer can conclude the agreements referred to in the previous paragraphs:

- a - cancel at any time and are not limited to cancellation at a specific time or in a specific period;
- b - at least cancel in the same way as they entered into by him;
- c - always cancel with the same notice period as the entrepreneur has stipulated for himself.

Extension:

14.4 - An agreement that has been entered into for a definite period and which extends to the regular delivery of products (including electricity) or services, may not be tacitly extended or renewed for a definite period.

14.5 - Contrary to the previous paragraph, an agreement that has been entered into for a definite period of time and which extends to the regular delivery of daily news and weekly newspapers and magazines may be tacitly extended for a fixed term of a maximum of three months, if the consumer has extended this can terminate the agreement towards the end of the extension with a notice period of at most one month.

14.6 - An agreement that has been entered into for a definite period of time and which extends to the regular delivery of products or services may only be tacitly extended for an indefinite period if the consumer is allowed to cancel at any time with a notice period of no more than one month. The notice period is a maximum of three months if the agreement extends to the regular, but less than once a month, delivery of daily, news and weekly newspapers and magazines.

14.7 - An agreement with a limited duration for the regular delivery of daily, news and weekly newspapers and magazines (trial or introductory subscription) is not tacitly continued and ends automatically after the trial or introductory period.

Expensive:

14.8 - If an agreement has a duration of more than one year, the consumer may terminate the agreement at any time after one year with a notice period of no more than one month, unless reasonableness and fairness oppose cancellation before the end of the agreed duration. to postpone.

### **Article 15 – Payment**

15.1 - Unless otherwise provided for in the contract or additional terms and conditions, the amounts owed by the consumer must be paid within 14 days of the start of the cooling-off period, or, in the absence of a cooling-off period, within 14 days of the conclusion of the contract. In the case of a contract to provide a service, this period starts from the day after the consumer receives the confirmation of the contract.

15.2 - The consumer has a duty to immediately report inaccuracies in payment details provided or mentioned to the organization.

15.3 - If the consumer does not comply with his payment obligation(s) on time, he is, after he has been informed by the entrepreneur of the late payment and the entrepreneur has granted the consumer a period of 14 days to still comply with his payment obligations and after the non-payment within this 14-day period, obliged to pay the statutory interest on the amount still due and the organization is entitled to charge the extrajudicial collection costs he has incurred. These collection costs amount to a maximum of: 15% on outstanding amounts up to € 2,500; 10% on the following € 2,500 and 5% on the following € 5,000, with a minimum of € 40. The organization may deviate from said amounts and percentages in favour of the consumer.

### **Article 16 – Complaints procedure**

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

16.2 - 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 discovered the defects.

16.3 - 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 answer within the period of 14 days with a notice of receipt and an indication when the consumer can expect a more detailed answer.

16.4 - A complaint about a product, service or the organization's service can also be submitted via a complaint form on the consumer page of the website of Thuiswinkel.org

[www.thuiswinkel.org](http://www.thuiswinkel.org). The complaint is then sent both to the organization concerned and to



Thuiswinkel.org.

16.5 - In any case, the consumer should give the organization 4 weeks to resolve the complaint by mutual agreement. After this time period, a dispute arises that is amenable to dispute resolution.

### **Article 17 – Disputes**

17.1 - Contracts between the organization and the consumer to which these general terms and conditions relate are exclusively governed by Dutch law. Because the organization focuses its activities on Belgium, a consumer can also always invoke the mandatory consumer law from Belgium.

17.2 - Disputes between the consumer and the organization concerning the conclusion or execution of contracts relating to products and services to be supplied or delivered by this organization can be submitted by both the consumer and the organization to the Disputes Committee Thuiswinkel, Postbus 90600, 2509 LP in Den Haag ([www.sgc.nl](http://www.sgc.nl)), with due observance of the following provisions.

17.3 - A dispute will only be considered by the Disputes Committee if the consumer has first submitted his complaint to the organization within a reasonable time.

17.4 - If the complaint does not lead to a resolution, the dispute must be submitted to the Disputes Committee in writing or in another form to be determined by the Committee no later than 12 months from the date the consumer submitted the complaint to the organization.

17.5 - If the consumer wishes to submit a dispute to the Disputes Committee, the organization is bound by this choice. Preferably, the consumer notifies the organization first.

17.6 - If the organization wishes to submit a dispute to the Disputes Committee, the consumer will have to state in writing, within five weeks of a written request to that effect made by the organization, whether he so desires or wants the dispute to be dealt with by the competent court. If the organization is not informed about the consumer's choice within the five-week period, the organization is entitled to submit the dispute to the competent court.

17.7 - The Disputes Committee rules under the conditions set out in the regulations of the Disputes Committee

([www.degeschillencommissie.nl/over-ons/de-commissies/2404/thuiswinkel](http://www.degeschillencommissie.nl/over-ons/de-commissies/2404/thuiswinkel)). The decisions of the Disputes Committee are made by way of a binding opinion.

17.8 - The Disputes Committee will not deal with a dispute or will discontinue its proceedings if the organization has been granted a suspension of payments, gone bankrupt or has actually terminated its business activities, before a dispute has been dealt with by the Committee at the hearing and a final ruling has been issued.

17.9 - If, in addition to the Thuiswinkel Disputes Committee, another recognized dispute committee or one affiliated to the Stichting Geschillencommissies voor Consumentenzaken (SGC) (Dutch Foundation of Consumer Complaints Board) or the Klachteninstituut Financiële Dienstverlening (Kifid) (Dutch Institute for Financial Disputes) is competent, the Thuiswinkel Disputes Committee will have preference over the Thuiswinkel Disputes Committee for disputes mainly concerning the method of distance selling or provision of services. For all other disputes, the other recognized disputes committee affiliated with SGC or Kifid.

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

18.1 - Thuiswinkel.org guarantees compliance with the binding opinions of the Thuiswinkel Disputes Committee by its members, unless the member decides to take the binding opinion to court for review within two months of it being sent. This guarantee revives if the binding opinion

has been upheld after review by the court and the judgment demonstrating this has become final and binding. Up to a maximum amount of €10,000 per binding opinion, this amount will be paid to the consumer by Thuiswinkel.org. For amounts greater than €10,000 per binding opinion, €10,000 will be paid. For the excess, Thuiswinkel.org has a best-efforts obligation to ensure that the member complies with the binding opinion.

18.2 - The application of this guarantee requires that the consumer makes a written appeal to Thuiswinkel.org and that he transfers his claim against the organization to Thuiswinkel.org. If the claim against the organization exceeds €10,000, the consumer is offered to transfer his claim, insofar as it exceeds the amount of €10,000, to Thuiswinkel.org, after which this organisation will, in its own name and for its own account, seek payment of that claim in court to satisfy the consumer.

#### **Article 19 - Additional or different provisions**

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

#### **Article 20 - Modification of the General Terms and Conditions**

Amendments to these terms and conditions shall only take effect after they have been published in an appropriate manner, with the understanding that in the event of applicable amendments during the term of an offer, the provision most favourable to the consumer shall prevail.

#### **Annex I: Model withdrawal form**

Model withdrawal form  
(only fill in and return this form if you want to revoke the agreement)

On:

PBC International BV  
attn. Returns Department  
Papland 16  
4206CL NL Gorinchem

Email: [info@pinkgellac.com](mailto:info@pinkgellac.com)

I hereby inform you that I withdraw from our contract for the sale of the following products

Product: [indicate product(s) of which you are canceling the contract] Ordered on: [date you placed the order]

Received on: [date you received the order]

Your name: [name of consumer]

Your address: [address consumer]