
Terms and Conditions DGTL of March 28, 2017

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Article 1 - Definitions

The following definitions apply in these terms and conditions:

1. Consumer: a natural person with the age of 18+ whose actions are not carried out for objectives relating to the course of a trade, a profession or a business;
2. Day: calendar day;
3. DGTL: The Dutch company with limited liability DGTL B.V., with its address at Cruquiusweg 146, 1019 AK in Amsterdam (Chamber of Commerce: 62013904, VAT: NL854595430B01), who offers Products to consumers via the Webshop;
4. Distance contract: a contract concluded between DGTL and a consumer within the framework of system organized for the distance sale of Products whereby sole or

partly use is made of one or more techniques for distance communication up to and including the moment that the contract is concluded;

5. Durable medium: every means - including emails - that enables a consumer or DGTL to store information that is addressed to him in person in a way that facilitates its future use or consultation during a period that is in keeping with the objective for which the information is intended, and which facilitates the unaltered reproduction of the stored information;

6. Model form for right of withdrawal: the model form shown on the Webshop for right of withdrawal that is included in Appendix I of these terms and conditions. DGTL is not obliged to provide Appendix I if the consumer has no right of withdrawal with regard to his order;

7. Products: all Products offered by DGTL to consumers via its Webshop;

8. Right of withdrawal: the possibility for a consumer to waive a distance contract within the withdrawal period;

9. Supplementary agreement: an agreement in which a consumer obtains Products via a distance contract, and DGTL or a third party delivers these Products in accordance with an agreement between that third party and DGTL;

10. Technique for distance communication: means that can be used for communication regarding the offer made by DGTL and concluding a contract, without the necessity of the consumer and DGTL being in the same place at the same time;

11. Terms: these general terms and conditions;

12. Webshop: shop.dgtl.nl;

13. Withdrawal period: the period within which a consumer can make use of his right of withdrawal.

Article 2 - Applicability

1. These Terms apply to every offer made by DGTL and to every distance contract that has been realized between DGTL and a consumer.

2. Before the distance contract is concluded, the consumer will be provided with the text of these Terms electronically, in such a way that the consumer can easily store them on a durable data carrier. If this is not reasonably possible, then before concluding the distance contract, DGTL will indicate where the Terms can be inspected electronically and that at his request they will be sent to the consumer free of charge, either electronically or in some other way.

Article 3 - The offer

1. If an offer is subject to a limited period of validity or is made subject to conditions, this will be explicitly mentioned in the offer.
2. The offer contains a complete and accurate description of the Products being offered. The description is sufficiently detailed to enable the consumer to make a proper assessment of the offer. The illustrations of the Products will be a true representation of the Products being offered. DGTL is not bound by obvious errors or mistakes in the offer.
3. Every offer contains information that makes it clear to the consumer what rights and obligations are related to the acceptance of the offer.

Article 4 - The contract

1. The contract will be concluded, subject to that which is stipulated in paragraph 3, at the moment at which the consumer accepts the offer and the conditions thereby stipulated have been fulfilled.
2. If the consumer has accepted the offer electronically, DGTL will immediately confirm receipt of acceptance of the offer electronically. The consumer can dissolve the contract as long as this acceptance has not been confirmed by DGTL.
3. If the contract is concluded electronically, DGTL will take suitable technical and organizational measures to secure the electronic transfer of data and he will ensure a safe web environment. If the consumer is able to pay electronically, DGTL will take suitable security measures.
4. DGTL may obtain information – within statutory frameworks – about the consumer's ability to fulfil his payment obligations, as well as about facts and factors that are important for the responsible conclusion of the distance contract. If that research gives DGTL proper grounds for declining to conclude the contract, then he has a right, supported by reasons, to reject an order or application or to bind its implementation to special conditions.
5. DGTL will send to a consumer, at the latest when delivering a product, service or digital content, the following information, in writing, or in such a way that the consumer can store it on an accessible durable medium:
 - o the office address of DGTL's business location where the consumer can lodge complaints;
 - o the conditions under which the consumer can make use of the right of withdrawal and the method for doing so, or a clear statement relating to preclusion from the right of withdrawal;
 - o information on guarantees and existing after-sales service;

- o the price, including all taxes on the product, service or digital content; the costs of delivery insofar as applicable, and the method of payment, delivery or implementing the distance contract;
- o the model form for right of withdrawal.

Article 5 - Right of withdrawal

1. When purchasing Products, a consumer has the right to dissolve a contract, without giving reasons, during a period of at least 30 days. DGTL is allowed to ask a consumer for the reason of this dissolution, but the consumer is under no obligation to state his/her reason(s).
2. The period stipulated in paragraph 1 commences on the day after the product was received by the consumer, or a third party designated by the consumer, who is not the transporting party, or:
 - o if the consumer has ordered several Products: the day on which the consumer, or a third part designated by the consumer, received the last product. DGTL may refuse a single order for several Products with different delivery dates, provided he clearly informed the consumer of this prior to the ordering process.
 - o if the delivery of a product involves different deliveries or parts: the day on which the consumer, or a third party designated by the consumer, received the last delivery or the last part;

Extended withdrawal period for Products:

3. If DGTL did not provide the consumer with the statutorily obligatory information about the right of withdrawal or if the model form was not provided, the withdrawal period ends twelve months after the end of the originally stipulated withdrawal period based on the previous paragraphs of this article.
4. If DGTL provided the consumer with the information referred to in the previous paragraph within twelve months of the commencing date of the original withdrawal period, the withdrawal period shall end 14 days after the day on which the consumer received the information.

Article 6 - Consumers' obligations during the withdrawal period

1. During the withdrawal period, the consumer shall treat the product and its packaging with care. He shall only unpack or use the product in as far as necessary in order to assess the nature, characteristics and efficacy of the product. The point of departure here is that the consumer may only handle and inspect the product in the same way that he would be allowed in a shop.

2. The consumer is only liable for the product's devaluation that is a consequence of his handling the product other than as permitted in para.

3. The consumer is not liable for the product's devaluation if DGTL did not provide him with all the statutorily obligatory information about the right of withdrawal before the contract was concluded.

Article 7 - Customers who exercise their right of withdrawal and the costs involved

1. A consumer who wants to exercise his right of withdrawal shall report this to DGTL, within the withdrawal period, by means of the model form for right of withdrawal or in some other unequivocal way.

2. As quickly as possible, but no later than 14 days after the day of reporting as referred to in para. 1, the consumer shall return the product, or hand it over to (a representative of) DGTL. This is not necessary if DGTL has offered to collect the product himself. The consumer will in any case have complied with the time for returning goods if he sends the product back before the withdrawal period has lapsed.

3. The consumer returns the product with all relevant accessories, if reasonably possible in the original state and packaging, and in accordance with the reasonable and clear instructions provided by DGTL.

4. The risk and the burden of proof for exercising the right of withdrawal correctly and in time rest upon the consumer.

5. The consumer bears the direct costs of returning the product. If DGTL has not declared that the consumer shall bear these costs or if DGTL indicates a willingness to bear these costs himself, then the consumer shall not be liable to bear the costs of returning goods.

6. If the consumer exercises his right of withdrawal, after first explicitly having asked that the service provided or the delivery of gas, water or electricity not prepared for sale shall be implemented in a limited volume or a given quantity during the period of withdrawal, the consumer shall owe DGTL a sum of money that is equivalent to that proportion of the contract that DGTL has fulfilled at the moment of withdrawal, in comparison with fulfilling the contract entirely.

7. If a consumer exercises his right of withdrawal, all supplementary agreements are legally dissolved.

Article 8 - DGTLs' obligations in a case of withdrawal

1. If DGTL makes it possible for a consumer to declare his withdrawal via electronic means, then after receiving such a declaration, he sends immediate confirmation of receipt.

2. DGTL reimburses the consumer immediately with all payments, including any delivery costs DGTL charged for the returned product, though at the latest within 14 days after the day on which the consumer reported the withdrawal. Except in cases in which DGTL has offered to retrieve the product himself, he can postpone refunding until he has received the product or until the consumer proves he has returned the product, depending on which occurs earlier.

3. For any reimbursement, DGTL will use the same payment method that was initially used by the consumer, unless the consumer agrees to another method. Reimbursement is free of charge for the consumer.

4. If the consumer chose an expensive method of delivery in preference to the cheapest standard delivery, DGTL does not have to refund the additional costs of the more expensive method.

Article 9 - Precluding the right of withdrawal

DGTL can preclude the right of withdrawal for the following Products but only if DGTL stated this clearly when making the offer, or at least in good time prior to conclusion of the contract:

1. Sealed audio/video-recordings and computer apparatus whose seal was broken after delivery;

Article 10 - The price

1. During the period of validity indicated in the offer, the prices of the Products and/or services being offered will not be increased, except for price changes in VAT-tariffs.

2. Contrary to the previous paragraph, DGTL may offer Products or services at variable prices, in cases where these prices are subject to fluctuations in the financial market over which DGTL has no influence. The offer must refer to this link with fluctuations and the fact that any prices mentioned are recommended prices.

3. Price increases within 3 months after the contract was concluded are only permitted if they are the result of statutory regulations or stipulations.

4. Price increases more than 3 months after the contract was concluded are only permitted if DGTL stipulated as much and:

- o they are the result of statutory regulations or stipulations; or
- o the consumer is authorized to terminate the contract on the day on which the price increase takes effect.

5. Prices stated in offers of Products include VAT.

Article 11 - Contract fulfilment and extra guarantee

1. DGTL guarantees that the Products fulfil the contract, the specifications stated in the offer, the reasonable requirements of reliability and/or serviceability and the statutory stipulations and/or government regulations that existed on the date that the contract was concluded. If agreed DGTL also guarantees that the product is suited for other than normal designation.
2. An extra guarantee arrangement offered by DGTL, manufacturer or importer can never affect the statutory rights and claims that a consumer can enforce against DGTL on the grounds of the contract if DGTL failed to fulfil his part in the contract.
3. An extra guarantee is defined as every commitment of DGTL, his supplier, importer or manufacturer that grants a consumer rights or claims, in excess of those provided by law, for the event that he fails to fulfil his part in the contract.

Article 12 - Supply and implementation

1. DGTL will take the greatest possible care when receiving and implementing orders for Products.
2. DGTL will make use of Repack for sustainable packaging of his Products. For more information, please be referred to www.originalrepack.com. To be able to make use of this, DGTL has to provide consumer's data to Repack. By placing an order at the Webshop, a consumer explicitly agrees with this.
3. The place of delivery is deemed to be the address that the consumer makes known to DGTL.
4. Taking into consideration that which is stated in article 3 of these Terms, DGTL will implement accepted orders with efficient expedition, though at the latest within 30 days, unless a different period of delivery has been agreed. If delivery suffers a delay, or if the delivery cannot be implemented, or only partially, the consumer will be informed about this at the latest 30 days after the order was placed. In this case, the consumer has a right to dissolve the contract free of charge and a right to possible damages.
5. Following dissolution in accordance with the previous paragraph, DGTL refunds the consumer immediately the sum he had paid.
6. The risk of damage and/or loss of Products rests upon DGTL up to the moment of delivery to the consumer or a representative previous designated by the consumer and announced to DGTL, unless this has explicitly been agreed otherwise.

Article 13 - Payment

1. Sums payable by the consumer should be paid before delivery.
2. The consumer cannot invoke any rights whatsoever in relation to the implementation of the order or service(s) in question before the stipulated advance payment has been made.
3. The consumer is obliged to report immediately to DGTL any inaccuracies in payment data provided or stated.

Article 14 - Complaints procedure

1. A consumer who has discovered shortcomings in the implementation of a contract must submit any complaints to DGTL without delay, in full and with clear descriptions.
2. A reply to complaints submitted to DGTL will be provided within a period of 14 days, calculated from the date of receipt. If it is anticipated that a complaint will require a longer processing time, then DGTL will reply within 14 days, confirming receipt and indicating when the consumer can expect a more elaborate reply.
3. The consumer should give DGTL a time period of at least 4 weeks to solve the complaint in joint consultation. After this period of time, the complaint becomes a dispute that is subject to the disputes settlement scheme.

Article 15 - Disputes

1. Contracts entered into between DGTL and a consumer and which are subject to these Terms are subject only to Dutch law.
2. Disputes between a consumer and DGTL over the conclusion or exercising of contracts relating to Products can be put before the Disputes Committee Foundation for Consumer Affairs (SGC) (www.degeschillencommissie.nl) by either the consumer or DGTL.
3. The Disputes Committee will only deal with a dispute if the consumer first put his complaint, without delay, to DGTL.
4. If the complaint does not lead to a solution, the dispute should be submitted to the Disputes Committee no later than 12 months after the consumer submitted the complaint to DGTL.
5. If a consumer wants to put a dispute before the Disputes Committee, DGTL is bound by that choice. Preferably, the consumer notifies DGTL first.
6. If DGTL wishes to put a dispute before the Disputes Committee, then the consumer will indicate, in response to a written request made by DGTL, whether he is in contract, or prefers the dispute to be dealt with by the competent law-court. If the

consumer does not indicate his choice to DGTL within a period of five weeks, then DGTL has a right to put the dispute before the competent law-court.

7. Rulings of the Disputes Committee are subject to the conditions as stipulated in the regulations of the Disputes Committee. Decisions of the Disputes Committee take the form of binding advice.

8. The Disputes Committee will not deal with a dispute – or will terminate their intervention – if DGTL has been granted a suspension of payments, gone bankrupt or has actually terminated business activities before the committee dealt with the dispute during a session and rendered a final ruling.

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