

General terms and conditions for shopping at home

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Article 1 - Definitions

The following definitions apply in these terms and conditions:

1. **Additional contract:** a contract whereby the consumer acquires goods, digital content and/or services in connection with a distance contract and these goods, digital content and/or services are provided by the trader or by a third party on the basis of an agreement between that third party and the trader;
2. **Withdrawal period:** the period within which the consumer may exercise his right of withdrawal;
3. **Consumer:** the natural person who is not acting for purposes connected with his trade, business, craft or profession;
4. **Day:** Calendar day;
5. **Digital content:** Data that is produced and provided in digital form;
6. **Continuing performance contract:** a contract for the regular supply of goods, services and/or digital content for a specified period of time;
7. **Durable medium:** any device, including e-mail, which enables the consumer or trader to store information addressed personally to him in a way that allows it to be retrieved or used for a period of time adequate for the purpose of the information and which allows the unchanged reproduction of the information stored;
8. **Right of cancellation:** The possibility for the consumer to cancel the distance contract within the cooling-off period;
9. **Trader:** the natural or legal person who is a member of Thuiswinkel.org and offers products, (access to) digital content and/or remote services to consumers;
10. **Distance contract:** a contract concluded between the entrepreneur and the consumer within the framework of an organised distance selling system for goods, digital content and/or services, in which one or more means of distance communication are used exclusively or jointly until the conclusion of the contract;
11. **Model cancellation form:** the European model cancellation form included in Appendix I of these terms and conditions. Annex I does not need to be provided if the consumer has no right of cancellation in relation to his order;
12. **Technology for distance communication:** means that can be used to conclude an agreement without the consumer and trader having to be in the same room at the same time.

Article 2 - Identity of the entrepreneur

Name of the entrepreneur

Bos Kaasgereedschap B.V.

Trade under the name

BOSKA

Shop & visiting address

Spain Street 8
2411 PX Bodegraven
The Netherlands

Phone number

0172-611502

Accessibility

Monday-Friday: 08.30 - 17.00 hrs

Saturday-Sunday: Closed

E-mail address

support@boska.com

Chamber of Commerce number

29039753

Sales tax identification number

NL801907962B01

Article 3 - Applicability

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.
2. Before the distance contract is concluded, the text of these general terms and conditions will be made available to the consumer. If this is not reasonably possible, the trader will indicate before the distance contract is concluded how the general terms and conditions can be viewed at the trader's business premises and that they will be sent free of charge as soon as possible at the consumer's request.
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 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 contract is concluded where the general terms and conditions can be consulted electronically and that they will be sent electronically or otherwise free of charge at the consumer's request.
4. In the event that special product or service conditions apply in addition to these general conditions, paragraphs 2 and 3 shall apply mutatis mutandis and the consumer may always invoke the provision that is most favourable to him in the event of conflicting conditions.

Article 4 - The offer

1. If an offer has a limited period of validity or is subject to conditions, this will be explicitly stated in the offer.
2. The offer contains a complete and accurate description of the products, digital content and/or services offered. The description is sufficiently detailed to enable the consumer to make an appropriate assessment of the offer. 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 do not bind the entrepreneur.
3. Each offer contains information from which the consumer can see what rights and obligations are associated with the acceptance of the offer.

Article 5 - The agreement

1. Subject to the provisions of paragraph 4, the contract is concluded at the moment the consumer accepts the offer and fulfils the conditions set out therein.
2. If the consumer has accepted the offer electronically, the trader must immediately confirm receipt of the acceptance of the offer electronically. As long as the trader has not confirmed receipt of this acceptance, the consumer may cancel the contract.
3. If the contract is concluded electronically, the trader shall take appropriate technical and organisational measures to protect electronic data transmission and ensure a secure internet environment. If the consumer can pay electronically, the trader shall take appropriate security measures.
4. The entrepreneur can - within the legal framework - check whether the consumer can fulfil his payment obligations, as well as all facts and factors that are important for a responsible conclusion of the distance contract. If the entrepreneur has good reasons not to conclude the contract on the basis of this examination, he is entitled to refuse an order or an application, stating reasons, or to attach special conditions to its execution.
5. The trader shall provide the consumer with 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 medium, at the latest upon delivery of the product, service or digital content:
 - a. the visiting address of the trader's establishment to which the consumer can address his complaints;
 - b. the conditions under which and the manner in which the consumer may exercise the right of withdrawal, or a clear statement on the exclusion of the right of withdrawal;
 - c. information on guarantees and existing customer service;
 - d. the price, including all taxes, of the goods, services or digital content, the delivery costs, if applicable, and the method of payment, delivery or fulfilment of the distance contract;
 - e. the conditions for terminating the agreement if the agreement has a term of more than one year or is indefinite;
 - f. if the consumer has a right of cancellation, the model cancellation form.
6. In the case of a continuing transaction, the provision of the preceding paragraph applies only to the first delivery.

Article 6 - Right of cancellation

By product:

1. The consumer may cancel a contract for the purchase of a product during a cooling-off period of at least 14 days without giving reasons. The trader may ask the consumer for the reason for cancellation, but may not oblige him to state his reasons.
2. The cooling-off 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 one order: the day on which the consumer or a third party designated by him received the last product. The trader may refuse an order of several products with different delivery times, provided that he has clearly informed the consumer of this prior to the ordering process.
 - b. if the delivery of a product consists of several consignments or parts: the day on which the consumer or a third party designated by him received the last consignment or the last part;
 - c. in the case of contracts for the regular delivery of goods during a certain period: the day on which the consumer or a third party designated by him received the first goods.

In the case of services and digital content that is not provided on a material data carrier:

3. The consumer may cancel a service contract and a contract for the supply of digital content that is not supplied on a tangible medium within 14 days without giving reasons. The trader may ask the consumer for the reason for cancellation, but may not oblige him to give his reasons.
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 supplied on a tangible medium in the event of non-instruction on the right of cancellation:

5. If the trader 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 12 months after the end of the initial cooling-off period determined in accordance with the previous paragraphs of this article.
6. If the trader has provided the consumer with the information referred to in the previous paragraph within 12 months of the start of the original cooling-off period, the cooling-off period shall expire 14 days after the day on which the consumer received this information.

Article 7 - Obligations of the consumer during the cooling-off period

1. During the cooling-off period, the consumer shall handle the product and its 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 principle applies that the consumer may only handle and inspect the product as he would be allowed to do in a shop.
2. The consumer is only liable for the depreciation of the product resulting from the way in which he handles the product that goes beyond the extent referred to in paragraph 1.
3. The consumer is not liable for the depreciation of the product if the trader has not provided him with all legally required information about the right of cancellation before or at the conclusion of the contract.

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

1. If the consumer makes use of his right of cancellation, he must inform the trader within the cancellation period using the model cancellation form or in another clear manner.
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 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 will return the product with all supplied accessories, if possible in the original condition and packaging and in accordance with the reasonable and clear instructions of the operator.
4. The risk and burden of proof for the correct and timely exercise of the right of cancellation lies with the consumer.
5. The consumer bears the direct costs of returning the product. If the trader has not indicated that the consumer should bear these costs or if the trader indicates that the consumer should bear the costs himself, the consumer does not have to bear the costs of the return.
6. If the consumer withdraws after having previously expressly requested that the provision of the service or the supply of gas, water or electricity that has not been made ready for sale in a limited volume or quantity commence during the withdrawal period, the consumer owes the entrepreneur an amount corresponding to the part of the obligation fulfilled by the entrepreneur at the time of withdrawal compared to the full fulfilment of the obligation.
7. The consumer shall not bear any costs for the provision of services or the supply of water, gas or electricity that are not made available for sale in a limited volume or quantity, or for the supply of district heating, if:
 - a. the trader has not provided the consumer with the legally required information on the right of cancellation, the reimbursement of costs in the event of cancellation or the model cancellation form, or;
 - b. the consumer has not expressly requested the commencement of the provision of the service or the supply of gas, water, electricity or district heating during the cooling-off period.
8. The consumer shall not bear any costs for the full or partial delivery of digital content that is not delivered on a tangible medium if:
 - a. he has not expressly consented to the commencement of the execution of the contract before the expiry of the cooling-off period;
 - b. he has not recognised that he has lost his right of withdrawal when giving his consent; or
 - c. the trader has not confirmed the consumer's declaration.
9. If the consumer exercises his right of cancellation, all further contracts are cancelled by operation of law.

Article 9 - Obligations of the entrepreneur in the event of cancellation

1. If the trader enables the consumer to communicate the cancellation electronically, he must send an acknowledgement of receipt immediately upon receipt of this communication.
2. The entrepreneur will refund all payments made by the consumer, including the delivery costs charged by the entrepreneur for the returned product, without delay, but within 14 days after the day on which the consumer notifies him of the cancellation. If the entrepreneur does not offer to collect the product himself, he may wait until he has received the product or until the consumer proves that he has returned the product, whichever is earlier.
3. For the refund, the trader shall use the same means of payment that the consumer used, unless the consumer agrees to a different method. The refund is free of charge for the consumer.
4. If the consumer has chosen a more expensive delivery method than the cheapest standard delivery, the trader does not have to reimburse the additional costs for the more expensive method.

Article 10 - Exclusion of the right of cancellation

The trader may exclude the following products and services from the right of cancellation, but only if he has clearly stated this when submitting the offer or at least in good time before concluding the contract:

1. Products or services whose price is subject to fluctuations in the financial market over which the entrepreneur has no influence and which may occur within the cancellation period
2. Contracts concluded during a public auction. A public auction is a sales method in which the operator offers products, digital content and/or services under the direction of an auctioneer to consumers who attend or have the opportunity to attend the auction in person and in which the successful bidder is obliged to purchase the products, digital content and/or services;
3. Service agreements, after complete provision of the service, but only if:
 - a. the service has commenced with the express prior consent of the consumer; and
 - b. the consumer has declared that he will lose his right of cancellation as soon as the trader has completely fulfilled the contract;
4. Package holidays within the meaning of Article 7:500 of the Civil Code and passenger transport contracts;
5. Service contracts for the provision of accommodation where the contract provides for a specific date or period of performance and is not for residential purposes, freight transport, car hire and catering;
6. Contracts relating to leisure activities if the contract provides for a specific date or period for the fulfilment of the contract;
7. Products manufactured according to the consumer's 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;
8. Products that spoil quickly or have a limited shelf life;
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. Products that are irrevocably mixed with other products after delivery due to their nature;
11. Alcoholic beverages whose price was agreed upon conclusion of 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 entrepreneur has no influence;
12. Sealed audio and video recordings and computer software whose seal has been broken after delivery;
13. Newspapers, magazines or periodicals, with the exception of subscriptions;
14. The provision of digital content on a medium other than a tangible medium, but only if:
 - a. the service has commenced with the express prior consent of the consumer; and
 - b. the consumer has declared that he thereby loses his right of cancellation.

Article 11 - The price

1. During the period of validity stated in the offer, the prices of the products and/or services offered will not be increased, except in the event of price changes due to changes in VAT rates.
2. Contrary to the previous paragraph, the entrepreneur can offer products or services whose prices are subject to fluctuations in the financial market over which the entrepreneur has no influence, with variable prices. This connection with the fluctuations and the fact that the prices quoted are target prices must be stated in the offer.
3. Price increases within 3 months after conclusion of the contract are only permitted if they result from statutory regulations or provisions.

4. Price increases from 3 months after conclusion of the contract are only permitted if the contractor has agreed to them and:
 - a. they arise from statutory provisions or regulations; or
 - b. the consumer is entitled to terminate the contract from the day on which the price increase comes into effect.
5. The prices stated in the offer of products or services include VAT.

Article 12 - Compliance with the Agreement and additional guarantee

1. The entrepreneur guarantees that the products and/or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of suitability and/or usability and the legal provisions and/or government regulations applicable at the time of the conclusion of the agreement. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.
2. An additional guarantee provided by the entrepreneur, his supplier, manufacturer or importer never limits the legal rights and claims that the consumer can assert against the entrepreneur on the basis of the contract if the entrepreneur has not fulfilled his part of the contract.
3. Additional guarantee is understood to mean any promise by the trader, his supplier, importer or manufacturer by which he grants the consumer certain rights or claims that go beyond what the consumer is legally obliged to do if he has not fulfilled his part of the agreement.

Article 13 - Delivery and execution

1. The entrepreneur shall exercise the greatest possible care when receiving and fulfilling product orders and when assessing requests for the provision of services.
2. The place of delivery is the address that the consumer has communicated to the trader.
3. Subject to the provisions of article 4 of these general terms and conditions, the entrepreneur will fulfil 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 informed of this no later than 30 days after placing the order. In that case, the consumer has the right to dissolve the contract free of charge and the right to any compensation.
4. After cancellation in accordance with the previous paragraph, the entrepreneur will immediately refund the amount paid by the consumer.
5. The risk of damage and/or loss of products rests with the trader until the moment of delivery to the consumer or a representative designated in advance and made known to the trader, unless expressly agreed otherwise.

Article 14 - Term transactions: duration, termination and renewal

Termination:

1. The consumer may terminate an open-ended contract for the regular supply of products (including electricity) or services at any time, subject to the agreed cancellation rules and a notice period of no more than one month.
2. The consumer may terminate a fixed-term contract for the regular supply of goods (including electricity) or the provision of services at any time at the end of the term, subject to the agreed cancellation rules and a notice period of no more than one month.
3. The consumer may amend the agreements referred to in the preceding paragraphs:
 - end at any time and not be limited to a specific date or period;
 - at least end them as they were concluded by him;
 - always terminate with the same notice period that the employer has set for himself.

Extension:

4. A contract concluded for a definite period and covering the regular supply of goods (including electricity) or services cannot be tacitly extended or renewed for a definite period.
5. Notwithstanding the previous paragraph, a fixed-term contract concluded for the regular delivery of daily or weekly newspapers and magazines may be tacitly renewed for a fixed term of no more than three months if the consumer can cancel this renewed contract at the end of the renewal period with a notice period of no more than one month.
6. A fixed-term contract concluded for the regular delivery of goods or services can only be tacitly renewed for an indefinite period if the consumer can terminate the contract at any time with a notice period of no more than one month. The notice period may not exceed three months if the contract extends to the regular delivery of daily or weekly newspapers and magazines, but less than once a month.

7. A fixed-term contract for the regular delivery of daily or weekly newspapers and magazines as part of an introductory subscription (trial or introductory subscription) is not tacitly continued and ends automatically at the end of the trial or introductory period.

Duration:

8. If a contract has a term of more than one year, the consumer may cancel the contract at any time after one year with a notice period of no more than one month, unless cancellation before the end of the agreed term is inadmissible for reasons of reasonableness and fairness.

Article 15 - Payment

1. Unless otherwise stipulated in the agreement or in the additional conditions, the amounts owed by the consumer must be paid within 14 days after the start of the cooling-off period or, if no cooling-off period is stipulated, within 14 days after the conclusion of the agreement. In the case of an agreement for the provision of a service, this period starts on the day after the consumer has received confirmation of the agreement.
2. When selling products to consumers, the general terms and conditions may never oblige the consumer to make an advance payment of more than 50%. If an advance payment is stipulated, the consumer cannot assert any rights with regard to the execution of the order or service(s) concerned before he has made the agreed advance payment.
3. The consumer is obliged to inform the trader immediately of any inaccuracies in the payment details provided or mentioned.
4. If the consumer does not fulfil his payment obligation(s) on time, after he has been informed by the entrepreneur of the late payment and the entrepreneur has granted the consumer a period of 14 days, starting on the day after receipt of the reminder, to still fulfil his payment obligations, he must pay the statutory interest on the amount owed after non-payment within this 14-day period and the entrepreneur has the right to charge the extrajudicial collection costs incurred by him. These collection costs amount to a maximum of: 15% on outstanding amounts up to € 2,500; 10% on the next € 2,500 and 5% on the next € 5,000, with a minimum of € 40. The entrepreneur may deviate from the above amounts and percentages in the interests of the consumer.

Article 16 - Complaints procedure

1. The entrepreneur has a sufficiently publicised complaints procedure and processes the complaint in accordance with this complaints procedure.
2. Complaints about the execution of the contract must be addressed to the entrepreneur within a reasonable period of time after the consumer has discovered the defects, fully and clearly described.
3. Complaints submitted to the trader will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeably longer processing time, the trader will respond within the 14-day period with an acknowledgement of receipt and an indication of when the consumer can expect a more detailed response.
4. A complaint about a product, service or the trader's service can also be submitted via a complaint form on the consumer page of the Thuiswinkel.org website www.thuiswinkel.org. The complaint will then be sent to both the trader and Thuiswinkel.org. The complaint will then be sent to both the trader concerned and Thuiswinkel.org.
5. In any case, the consumer should set the trader a deadline of 4 weeks to resolve the complaint amicably. After this period has expired, the dispute is subject to the dispute resolution procedure.

Article 17 - Disputes

1. Contracts between the entrepreneur and the consumer to which these general terms and conditions apply are exclusively governed by Dutch law. If the entrepreneur directs his activities to the consumer's country of residence, the consumer can always invoke the mandatory consumer law of his country.
2. Disputes between the consumer and the trader about the conclusion or execution of agreements relating to the products and services to be supplied or provided by this trader can be brought by both the consumer and the trader before the Disputes Committee Thuiswinkel, PO Box 90600, 2509 LP in The Hague (www.sgc.nl), subject to the provisions below.
3. A dispute will only be examined by the Disputes Committee if the consumer has previously submitted his complaint to the entrepreneur within a reasonable period of time.

4. If the complaint does not lead to a solution, the dispute must be submitted to the Conciliation Committee in writing or in another form to be determined by the Commission no later than 12 months after the date on which the consumer submitted the complaint to the trader.
5. If the consumer wishes to submit a dispute to the Disputes Committee, the trader is bound by this decision. The consumer should preferably notify the trader first.
6. If the trader wishes to submit a dispute to the Disputes Committee, the consumer must declare in writing within five weeks of a written request from the trader whether he wishes to do so or whether the dispute should be heard by the competent court. If the trader does not respond to the consumer's request within the five-week period, the trader is authorised to submit the dispute to the competent court.
7. The Dispute Settlement Committee shall decide under the conditions set out in the Rules of Procedure of the Dispute Settlement Committee (www.degeschillencommissie.nl/over-ons/de-commissies/2404/thuiswinkel). The decisions of the Disputes Committee are issued in the form of a binding opinion.
8. The Disputes Committee shall not deal with a dispute or shall discontinue its handling if the Contractor has obtained a moratorium, has gone bankrupt or has effectively ceased its business activities before a dispute has been dealt with by the Committee at the meeting and a final decision has been issued.
9. If, in addition to the Thuiswinkel Disputes Committee, another Disputes Committee recognised by the Stichting Geschillencommissies voor Consumentenzaken (SGC) or the Klachteninstituut Financiële Dienstverlening (Kifid) or affiliated to the Kifid is competent, the Thuiswinkel Disputes Committee shall take precedence over the Thuiswinkel Disputes Committee for disputes that mainly concern the manner of distance selling or the provision of services. For all other disputes, the other Disputes Committee recognised by the SGC or affiliated to Kifid is competent.

Article 18 - Industry guarantee

1. Thuiswinkel.org guarantees the fulfilment of the binding recommendation of the Thuiswinkel Disputes Committee by its members, unless the member decides to submit the binding recommendation to the court for review within two months after it has been sent. This guarantee shall be revived if the binding recommendation is confirmed by the court after review and the judgement confirming this has become final. Up to a maximum amount of €10,000 per binding recommendation, this amount will be paid out to the consumer by Thuiswinkel.org. For amounts exceeding €10,000.00 per binding advice, €10,000.00 will be paid out. For the amount in excess of this, Thuiswinkel.org is obliged to use its best endeavours to ensure that the member complies with the binding advice.
2. In order for this guarantee to apply, the consumer must contact Thuiswinkel.org in writing and transfer his claim against the trader to Thuiswinkel.org. If the claim against the trader exceeds the amount of € 10,000, the consumer will be offered to assign his claim, insofar as it exceeds the amount of € 10,000, to Thuiswinkel.org, whereupon this organisation will take legal action in its own name and at its own expense for payment of this claim to the satisfaction of the consumer.

Article 19 - Additional or derogating provisions

Additional provisions or provisions that deviate 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 medium.

Article 20 - Changes to the General Terms and Conditions of Thuiswinkel

1. Amendments to these terms and conditions shall only become effective after they have been published in an appropriate manner, whereby in the event of amendments during the term of an offer, the provision most favourable to the consumer shall take precedence.

Homepage shopping.org

www.thuiswinkel.org

Horaplantsoen 20, 6717 LT Ede

P.O. Box 7001, 6710 CB Ede

Appendix I: Sample cancellation form

Sample cancellation form

(only complete and return this form if you wish to cancel the contract)

- To: [Name of the entrepreneur]

[geographical address entrepreneur]

[Fax number entrepreneur, if available]

[E-mail address or electronic address of the entrepreneur]

- I/We* hereby inform you that I/we* have cancelled our agreement on

the sale of the following products: [product name]*

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

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

revoked/cancelled*

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

- [Name of the consumer(s)]

- [Address of the consumer(s)]

- [Signature of the consumer(s)] (only if this form is submitted on paper)

- [Date]

* Cross out what does not apply or enter what does apply.