

# **General Terms and Conditions of Bookadoo International BV**

## **Article 1 – Definitions**

The following definitions apply in these terms and conditions:

1. **Trader** : Bookadoo International BV, Parallelweg 2-4, 1948 NM Beverwijk, The Netherlands.
2. **Consumer**: the natural person whose action is not within the course of a profession or business and who enters into an distance contract with the trader;
3. **Distance contract**: an contract whereby sole use is made of one or more techniques for distance communication within the framework of a system organized by the trader for the distance sale of products and/or services, up to and including the moment that the contract is concluded;
4. **Technique for distance communication**: means that can be used for concluding a contract, without the consumer and trader being in the same place at the same time;
5. **Withdrawal period**: the period within which the consumer can make use of his right of withdrawal;
6. **Right of withdrawal**: the possibility for the consumer to waive the distance contract within the withdrawal period;
7. **Day**: calendar day;
8. **Extended duration transaction**: a distance contract that relates to a series of products and/or services, whereby the obligation to supply and/or purchase is spread over a period of time;
9. **Durable medium**: every means that enables the consumer or trader to store information that is addressed to him in person in a way that facilitates future consultation and unaltered reproduction of the stored information.

## **Article 2 – Identity of the trader**

### **Bookadoo International BV**

#### Visitor's address:

Parallelweg 2-4  
1948 NM Beverwijk  
The Netherlands

Tel.: +31 251 26 30 90

#### Postal address:

PO Box 517  
1940 AM Beverwijk

Chamber of Commerce number:  
34343851

VAT number:  
NL8208.83.852

## **Article 3 – Applicability**

1. These general terms and conditions apply to every offer made by a trader and to every distance contract that is realised between a trader and a consumer.
2. Prior to the conclusion of a distance contract, 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, that the general terms and conditions are available for inspection at the trader's premises and that they will be sent free of charge to the consumer, as quickly as possible, at the consumer's request.
3. If the distance contract is concluded electronically, then, contrary to the previous paragraph, and before the distance contract is concluded, the consumer will be provided with the text of these general terms and conditions 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, the trader will

indicate where the general terms and conditions 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.

4. In cases where specific product or service-related terms and conditions apply in addition to these general terms and conditions, the second and third paragraphs apply by analogy and the consumer can always invoke the applicable condition that is most favorable to him in the event of incompatible general terms and conditions.

#### **Article 4 – 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 and/or services being offered. The description is sufficiently detailed to enable the consumer to make a proper assessment of the offer. If the trader makes use of illustrations, these will be a true representation of the products and/or services being offered. The trader is not bound by obvious errors or mistakes in the offer.
3. Every offer will contain such information that makes it clear to the consumer what rights and obligations are involved in accepting the offer. This includes, in particular:
  - the price, including taxes;
  - any costs of delivery;
  - the way in which the contract shall be concluded and which actions this will require;
  - whether or not the right of withdrawal applies;
  - the method of payment, delivery or implementation of the contract;
  - the period for accepting the offer, or the period for adhering to the price;
  - the size of the tariff for distance communication, if the costs of using the technique for distance communication are calculated on some other basis than the basic tariff;
  - if a contract is filed subsequent to its conclusion, the way in which this can be accessed by the consumer;
  - the way in which the consumer can obtain information about actions he does not wish to undertake before concluding a contract, as well as the way he can rectify these before the contract is concluded;
  - the languages in which, in addition to Dutch, the contract can be concluded;
  - the behavioral codes to which the trader is subject and the way in which the consumer can consult these behavioral codes electronically; and
  - the minimum duration of the distance contract, in the event of a contract that involves the continual or periodical supply of products or services.

#### **Article 5 – The contract**

1. The contract will be concluded, subject to that which is stipulated in paragraph 4, 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, the trader 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.
3. If the contract is concluded electronically, the trader 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, the trader will take suitable security measures.
4. The trader may obtain information – within statutory frameworks – about the consumer's ability to fulfill 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 the trader 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. Together with the product or service, the trader will send to the consumer the following information, in writing, or in such a way that the consumer can store it on an accessible durable medium:
  - a. the office address of the trader's business location where the consumer can lodge complaints;
  - b. the conditions under which the consumer can make use of the right of withdrawal and the method for so doing, or a clear statement relating to the exclusion of the right of withdrawal;
  - c. information on existing after-sales service and guarantees;
  - d. the data included in article 4, paragraph 3 of these conditions, unless the trader has already provided the consumer with these prior to concluding the contract;
  - e. the requirements for terminating the contract, if the duration of the contract exceeds one year or is indefinite.

6. Where the trader has taken on the obligation to supply a series of products or services, the stipulation in the previous paragraph applies only to the first delivery.

#### **Article 6 – 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, the trader may offer products or services at variable prices, in cases where these prices are subject to fluctuations in the financial market over which the trader 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 the trader stipulated as much and:
  - a) they are the result of statutory regulations or stipulations; or
  - b) 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 or services include VAT.

#### **Article 7 – Conformity and Guarantee**

1. The trader guarantees that the products and/or services fulfill 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.
2. A guarantee arrangement offered by the trader, manufacturer or importer does not affect the rights and claims that a consumer can enforce on the grounds of the law and/or the distance contract in relation to a failure on the part of the trader to keep to his obligations vis-à-vis the consumer.

#### **Article 8 – Supply and implementation**

1. The trader will take the greatest possible care when receiving and implementing orders for products and when assessing applications for the provision of services.
2. The place of delivery is deemed to be the address that the consumer makes known to the company.
3. Taking into consideration that which is stated in article 4 of these general terms and conditions, the company will implement accepted orders with efficient expedition, though at the latest within 30 days, unless a longer 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 one month 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.
4. In the case of dissolution in accordance with the previous paragraph, the trader will refund the consumer with the sum paid as quickly as possible, though at the latest within 30 days after that dissolution.
5. Should delivery of a product that has been ordered prove impossible, the trader will attempt to provide a replacement article. The fact that a replacement article is being supplied will be stated clearly and intelligibly, at the latest upon delivery. The right of withdrawal cannot be precluded in the case of replacement articles. The costs of return shipments will be charged to the trader.
6. The risk of damage and/or loss of products rests upon the trader up to the moment of delivery to the consumer, unless this has explicitly been agreed otherwise.

#### **Article 9 – Extended duration transactions**

1. A consumer has the right at all times to terminate a contract that has been concluded for an indefinite period of time, taking into consideration the applicable termination rules and a termination period of at the most one month.
2. The maximum validity of a contract concluded for an indefinite period of time is two years. In the event that the contract has been made that the distance contract will be automatically extended, then the contract will be continued as a contract for an indefinite period of time and the maximum period of notice after continuation of the contract will be one month.

#### **Article 10 – Complaints procedure**

1. The trader provides for a complaints procedure, that has been given sufficient publicity, and will deal with a complaint in accordance with this complaints procedure.
2. Complaints about exercising the contract must be submitted to the trader without delay, in their entirety and clearly defined, after the consumer has discovered the defects.
3. A reply to complaints submitted to the trader 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 the trader will reply within 14 days, confirming receipt and indicating when the consumer can expect a more elaborate reply.
4. If the complaint cannot be solved in joint consultation, then it becomes a dispute that is subject to the disputes settlement scheme.

#### **Article 11 – Disputes**

1. Contracts entered into between an trader and a consumer and which are subject to these general terms and conditions are subject only to Dutch law.