

## General terms and conditions

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### General Terms and Conditions of the Dutch Home Shopping Association

These General Terms and Conditions of the Dutch Home Shopping Association (hereinafter: Thuiswinkel.org) were established in consultation with the Consumer Association in the context of the Coordination Group for Self-Regulation Consultation (CZ) of the Social and Economic Council and come into effect on June 1, 2014.

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#### Article 1 - Definitions.

In these conditions, the following terms shall have the following meanings:

1. Additional agreement: an agreement whereby the consumer acquires products, digital content, and/or services in connection with a distance contract, and these goods, digital content, and/or services are provided by the entrepreneur or by a third party based on an arrangement between that third party and the entrepreneur;
2. Cooling-off period: the period during which the consumer may exercise their right of withdrawal;
3. Consumer: a natural person who does not act for purposes related to their trade, business, craft, or profession;
4. Day: calendar day;
5. Digital content: data that is produced and delivered in digital form;
6. Long-term contract: an agreement that provides for the regular delivery of goods, services, and/or digital content for a certain period;
7. Durable medium: any means - including email - that allows the consumer or entrepreneur to store information that is addressed to them personally in a way that allows future consultation or use for a period that is tailored to the purpose for which the information is intended, and which allows for unchanged reproduction of the stored information;
8. Right of withdrawal: the consumer's ability to withdraw from the distance contract within

the cooling-off period;

9. Entrepreneur: the natural or legal person who is a member of Thuiswinkel.org and offers products, (access to) digital content, and/or services to consumers at a distance;

10. 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 up to and including the conclusion of the contract, exclusively or partly, use is made of one or more techniques for distance communication;

11. Model withdrawal form: the European model withdrawal form included in Annex I of these terms and conditions; Annex I does not have to be made available if the consumer does not have the right of withdrawal in respect of their order;

12. Technique for distance communication: a means that can be used to conclude an agreement without the consumer and entrepreneur having to be together in the same place at the same time.

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

Entrepreneur's name: Heating Group International BV

Trading under the name: Warmtekabel.com

Business address: Bijsterhuizen 5118 6604 LX Wijchen Netherlands

Telephone number: +31 511 469 947

Availability: Monday to Friday from 09:00 to 17:00

Email address: info@voltanova.nl

Chamber of Commerce number: 16083429

VAT identification number: NL804967155B01

## **Article 3 - Applicability**

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

2. Before the distance agreement is concluded, the text of these general terms and conditions will be made available to the consumer. If this is not reasonably possible, the entrepreneur will indicate, before the distance agreement is concluded, how the general terms and conditions can be inspected by the consumer and that they will be sent to the consumer free of charge as soon as possible upon request.

3. If the distance agreement is concluded electronically, in deviation from the previous paragraph and before the distance agreement is concluded, the text of these general terms and conditions can 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, before the distance agreement is concluded, it will be indicated where the general terms and conditions can be consulted electronically and that they will be sent to the consumer free of charge electronically or otherwise upon request.

4. In the event that specific product or service conditions are also applicable in addition to these general terms and conditions, the second and third paragraphs shall apply and the consumer may always rely on the applicable provision that is most favorable to him in the event of conflicting conditions.

## **Article 4 - The offer**

1. If an offer has a limited validity period or is made under conditions, this is 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 a proper assessment of the offer. If the entrepreneur uses images, these are a truthful representation of the offered products, services, and/or digital content. Obvious mistakes or errors in the offer do not bind the entrepreneur.

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**

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

2. If the consumer accepts the offer by electronic means, the entrepreneur shall confirm without delay the receipt of the acceptance of the offer by electronic means. As long as the receipt of this acceptance has not been confirmed by the entrepreneur, the consumer may dissolve the agreement.

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

4. Within the framework of the law, the entrepreneur may inquire whether the consumer is able to meet his payment obligations, as well as all facts and factors that are important for a responsible conclusion of the distance agreement. If, based on this investigation, the entrepreneur has good reasons not to enter into the agreement, he is entitled to refuse an order or request, or to attach special conditions to the execution of the agreement, with reasons given.

5. At the latest at the time of delivery of the product, service, or digital content to the consumer, the entrepreneur shall include in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable medium the following information: the visit address of the establishment of the entrepreneur where the consumer can address complaints; 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; information on guarantees and existing after-sales service; the price including all taxes of the product, service, or digital content; where applicable, the costs of delivery; and the method of payment, delivery, or execution of the distance agreement; the requirements for terminating the agreement if the agreement has a duration of more than one year or is of indefinite duration; if the consumer has a right of withdrawal, the model withdrawal form.

6. In the case of a continuing performance contract, the provision in the previous paragraph shall apply only to the first delivery.

### **Article 6 - Right of withdrawal**

For products:

1. The consumer has a period of 14 days to withdraw from a contract relating to the purchase of a product without giving any reason. The entrepreneur may ask the consumer for the reason for withdrawal, but cannot obligate them to provide a reason.

2. The period referred to in paragraph 1 starts on the day following the day on which the consumer, or a third party designated by the consumer who is not the carrier, receives the product, or:

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

if the delivery of a product consists of several shipments or parts: the day on which the

consumer, or a third party designated by the consumer, receives the last shipment or the last part;

for contracts for the regular delivery of products during a certain period: the day on which the consumer, or a third party designated by the consumer, receives the first product.

For services and digital content not supplied on a tangible medium:

3. The consumer can terminate a service agreement and an agreement for the supply of digital content that is not supplied on a tangible medium within 14 days without giving any reason. The entrepreneur may ask the consumer for the reason for the withdrawal, but cannot oblige the consumer to provide the reason(s).

4. The cooling-off period mentioned in paragraph 3 starts 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 case of failure to inform about the right of withdrawal:

5. If the entrepreneur has not provided the consumer with the legally required information about the right of withdrawal or the model withdrawal form, the withdrawal period expires twelve months after the end of the original withdrawal period determined in accordance with the preceding paragraphs of this Article.

6. If the entrepreneur provides the information referred to in the preceding paragraph to the consumer within twelve months after the start of the original withdrawal period, the withdrawal period expires 14 days after the day on which the consumer receives that 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 shall only unpack or use the product to the extent necessary to establish 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 shop.

2. The consumer shall be liable only for the diminished value of the product resulting from the handling of the product beyond what is necessary to establish its nature, characteristics and functioning as referred to in paragraph 1.

3. The consumer shall not be liable for the diminished value of the product if the entrepreneur has not provided him with all legally required information about the right of withdrawal before or at the conclusion of the agreement.

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

1. If the consumer exercises his right of withdrawal, he shall notify the entrepreneur thereof within the cooling-off period by means of the model withdrawal form or in another unequivocal manner.

2. The consumer shall return the product as soon as possible, but no later than 14 days after the day on which he has notified the entrepreneur in accordance with paragraph 1. The consumer need not return the product if the entrepreneur has offered to collect it himself. The consumer has in any case observed the return period if he returns the product before the cooling-off period has expired.

3. The consumer shall return the product with all delivered accessories, if reasonably possible in its original condition and packaging, and in accordance with the reasonable and clear instructions provided by the entrepreneur.

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

5. The consumer shall bear the direct cost of returning the product. If the entrepreneur has not informed the consumer that he has to bear these costs or if the entrepreneur indicates that

he will bear the costs himself, the consumer need not bear the costs of returning the product.

6. If the consumer withdraws after having expressly requested that the performance of the service or the delivery of gas, water or electricity not made ready for sale in a limited volume or quantity starts during the cooling-off period, the consumer shall owe the entrepreneur an amount that is proportional to that part of the obligation that has been fulfilled by the entrepreneur at the time of withdrawal, compared to the full fulfilment of the obligation.

7. The consumer shall not bear the costs of the performance of services or the delivery of water, gas or electricity, which are not ready for sale in a limited volume or quantity, or of the supply of district heating, if: the entrepreneur has not provided the consumer with the legally required information on the right of withdrawal, the reimbursement of costs upon withdrawal, or the model withdrawal form, or; the consumer has not expressly requested the start of the performance of the service or the delivery of gas, water, electricity or district heating during the cooling-off period.

8. The consumer shall not bear the costs of the full or partial delivery of digital content that is not supplied on a tangible medium if: he has not given his express consent to the commencement of the performance of the contract before the end of the cooling-off period; he has not acknowledged that he will lose his right of withdrawal by giving his consent; or the entrepreneur has failed to confirm this statement by the consumer.

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

#### **Article 9 - Obligations of the trader in case of withdrawal**

1. If the trader makes it possible for the consumer to give notice of withdrawal electronically, he shall send an acknowledgement of receipt without delay upon receipt of the notification.

2. The trader shall reimburse all payments made by the consumer, including any delivery costs charged by the trader for the returned product, without undue delay and in any event not later than 14 days from the day on which the trader is informed of the consumer's decision to withdraw. Unless the trader offers to collect the product himself, he may withhold reimbursement until he has received the product back or until the consumer has supplied evidence of having sent back the product, whichever is the earliest.

3. The trader shall use the same means of payment as the consumer used for the initial transaction, unless the consumer has agreed otherwise; in any event, the consumer will not incur any fees as a result of the reimbursement.

4. If the consumer has opted for a more expensive method of delivery than the cheapest standard delivery, the trader is not required to reimburse the additional costs for the more expensive method.

#### **Article 10 - Exclusion of the right of withdrawal**

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

1. Products or services whose price is linked to fluctuations in the financial market over which the entrepreneur has no influence and which may occur within the withdrawal period;

2. Contracts concluded during a public auction. A public auction is understood to mean a sales method whereby products, digital content and/or services are offered by the entrepreneur to the consumer who is present in person or has the opportunity to be present in person at the auction, under the supervision of an auctioneer, and whereby the successful bidder is obliged to purchase the products, digital content and/or services;

3. Service contracts, after full performance of the service, but only if: the execution started with the consumer's explicit prior consent; and the consumer has declared that he loses his right of withdrawal as soon as the entrepreneur has fully performed the contract;
4. Package travel as referred to in Article 7:500 Dutch Civil Code and passenger transport contracts;
5. Service contracts for the provision of accommodation, if a specific date or period of performance is provided for in the contract and other than for residential purposes, goods transport, car rental services and catering;
6. Contracts relating to leisure activities, if a specific date or period of performance is provided for in the contract;
7. Products made to the consumer's specifications, which are not prefabricated and which are made based on an individual choice or decision of the consumer, or which 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 sealing has been broken after delivery;
10. Products that have been irrevocably mixed with other products after delivery by their nature;
11. Alcoholic beverages whose price has been agreed upon at the time of 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, video recordings and computer software, the sealing of which has been broken after delivery;
13. Newspapers, magazines or periodicals, with the exception of subscriptions to them;
14. The supply of digital content other than on a tangible medium, but only if: the execution started with the consumer's explicit prior consent; and the consumer has declared that he loses his right of withdrawal.

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

1. During the validity period mentioned in the offer, the prices of the products and/or services offered will not be increased, except for price changes resulting from changes in VAT rates.
2. In deviation from the previous paragraph, the entrepreneur may offer products or services with variable prices that are tied to fluctuations in the financial market and over which the entrepreneur has no control. These fluctuations and the fact that any prices mentioned are indicative will be stated in the offer.
3. Price increases within 3 months after the conclusion of the agreement are only allowed if they are the result of legal regulations or provisions.
4. Price increases from 3 months after the conclusion of the agreement are only allowed if the entrepreneur has stipulated this and:  
they are the result of legal regulations or provisions; or the consumer has the right to terminate the agreement as of the day on which the price increase takes effect.
5. The prices mentioned in the offer of products or services are exclusive of VAT.

#### **Article 12 - Performance of 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 soundness and/or usability, and the legal provisions and/or government regulations that existed on the date of the conclusion of the agreement. If agreed, the entrepreneur also guarantees that the product is suitable for use other than normal use.

2. An additional guarantee provided by the entrepreneur, its supplier, manufacturer, or importer never limits the legal rights and claims that the consumer can assert against the entrepreneur based on the agreement if the entrepreneur has failed to fulfill its part of the agreement.

3. An additional guarantee is defined as any commitment by the entrepreneur, its supplier, importer, or manufacturer that grants certain rights or claims to the consumer that go beyond what is legally required if the entrepreneur has failed to fulfill its part of the agreement.

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

1. The entrepreneur shall take the greatest possible care in receiving orders for products and in assessing requests for the provision of services, as well as in the execution of such orders and requests.

2. The place of delivery is the address that the consumer has provided to the entrepreneur.

3. Subject to the provisions of Article 4 of these general terms and conditions, the entrepreneur shall execute accepted orders with due speed, but in any event no later than within 30 days, unless another delivery period has been agreed upon. If delivery is delayed or if an order cannot be executed or can only be executed in part, the consumer shall be notified thereof no later than 30 days after he has placed the order. In such cases, the consumer shall be entitled to dissolve the agreement free of charge and to receive compensation for any damages incurred.

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

5. The risk of damage to and/or loss of products shall be borne by the entrepreneur up to the time of delivery to the consumer or a pre-designated and clearly identified representative of the consumer, unless expressly agreed otherwise.

### **Article 14 - Long-term agreements: duration, termination and renewal**

#### Termination:

1. The consumer may terminate an agreement that has been entered into for an indefinite period and that relates to the regular delivery of products (including electricity) or services at any time, subject to the agreed termination rules and a notice period of no more than one month.

2. The consumer may terminate an agreement that has been entered into for a definite period and that relates to the regular delivery of products (including electricity) or services at the end of the fixed term, subject to the agreed termination rules and a notice period of no more than one month.

3. The consumer may terminate the agreements referred to in the preceding paragraphs: at any time and shall not be limited to termination at a certain time or during a certain period; terminate them at least in the same manner as they were entered into by him; terminate them always with the same notice period as that stipulated by the entrepreneur for himself.

#### Renewal:

4. An agreement that has been entered into for a specified period and which involves the regular delivery of products (including electricity) or services may not be tacitly renewed or extended for a specified period.

5. Notwithstanding the previous paragraph, an agreement that has been entered into for a specified period and which involves the regular delivery of daily, news and weekly newspapers and magazines may be tacitly renewed for a specified period of up to three months, provided that the consumer can terminate the extended agreement at the end of the renewal period with a notice period of no more than one month.

6. An agreement that has been entered into for a specified period and which involves the

regular delivery of products or services may only be tacitly renewed for an indefinite period if the consumer is entitled to terminate the agreement at any time with a notice period of no more than one month. The notice period is a maximum of three months in the event that the agreement involves the regular delivery of daily, news and weekly newspapers and magazines less than once a month.

7. An agreement with a limited duration for the purpose of delivering daily, news and weekly newspapers and magazines (trial or introductory subscription) will not be tacitly renewed and will automatically expire at the end of the trial or introductory period.

Duration:

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 termination before the end of the agreed term.

## **Article 15 - Payment**

1. Unless otherwise agreed in the contract or supplementary terms, the amounts owed by the consumer must be paid within 14 days after the start of the cooling-off period, or in the absence of a cooling-off period, within 14 days after the conclusion of the contract. In the case of a contract for the provision of a service, this period starts on the day after the consumer received confirmation of the contract.

2. In the sale of products to consumers, the consumer may never be obliged to make an advance payment of more than 50% in the general terms and conditions. If an advance payment has been agreed, the consumer cannot claim any rights with regard to the execution of the relevant order or service(s) until the agreed advance payment has been made.

3. The consumer has the obligation to immediately notify the entrepreneur of any inaccuracies in the provided or stated payment details.

4. If the consumer does not meet his payment obligation(s) in a timely manner, the consumer, after the entrepreneur has notified him of the late payment and the entrepreneur has given the consumer a period of 14 days to meet his payment obligations, is liable to pay the statutory interest on the outstanding amount and the entrepreneur is entitled 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 subsequent €2,500 and 5% on the next €5,000, with a minimum of €40. The entrepreneur can deviate from the mentioned amounts and percentages in favor of the consumer.

## **Article 16 - Complaints Procedure**

1. The entrepreneur has a sufficiently publicized complaints procedure and handles complaints in accordance with this procedure.

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

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 respond within the 14-day period with a message of receipt and an indication of when the consumer can expect a more detailed response.

4. A complaint about a product, service or the entrepreneur'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 will then be sent to both the relevant entrepreneur and Thuiswinkel.org.

5. The consumer must allow the entrepreneur at least 4 weeks to resolve the complaint



through mutual consultation. After this period, a dispute arises that is subject to the dispute settlement procedure.

### **Article 17 - Disputes**

1. Only Dutch law applies to agreements between the entrepreneur and the consumer to which these general terms and conditions apply.
2. Disputes between the consumer and the entrepreneur regarding the formation or execution of agreements relating to products and services to be supplied or supplied by this entrepreneur can be submitted to the Disputes Committee Thuiswinkel, PO Box 90600, 2509 LP in The Hague, the Netherlands ([www.sgc.nl](http://www.sgc.nl)), subject to the provisions below.
3. A dispute will only be dealt with by the Disputes Committee if the consumer has first 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 Disputes Committee in writing or in another form to be determined by the Committee, no later than 12 months after the date on which the consumer submitted the complaint to the entrepreneur.
5. If the consumer wishes to submit a dispute to the Disputes Committee, the entrepreneur is bound by this choice. The consumer preferably informs the entrepreneur in advance.
6. If the entrepreneur wishes to submit a dispute to the Disputes Committee, the consumer must state in writing within five weeks after a written request from the entrepreneur whether he also wishes this or whether he prefers to have the dispute handled by the competent court. If the consumer does not make his choice known within the period of five weeks, the entrepreneur is entitled to submit the dispute to the competent court.
7. The Disputes Committee will make a decision 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 binding advice.
8. The Disputes Committee will not deal with a dispute or will discontinue the handling of a dispute if the entrepreneur has been granted a suspension of payments, has been declared bankrupt or has actually ceased its business activities before the dispute has been heard by the committee and a final decision has been made.
9. If, in addition to the Dispute Committee Home Shopping, another recognized dispute resolution committee affiliated with the Foundation for Consumer Complaints Boards (SGC) or the Complaints Institute for Financial Services (Kifid) is competent, the Dispute Committee Home Shopping shall be competent for disputes mainly concerning the method of distance selling or service provision. For all other disputes, the other recognized dispute resolution committee affiliated with SGC or Kifid shall be competent.

### **Article 18 - Industry guarantee**

1. Thuiswinkel.org guarantees the fulfillment of the binding recommendations of the Thuiswinkel Disputes Committee by its members, unless the member decides to submit the binding recommendation for review by a court within two months after its dispatch. This guarantee is revived if the binding recommendation is upheld after review by the court and the judgment confirming this has become final and binding. Thuiswinkel.org will pay the consumer up to a maximum amount of €10,000 per binding recommendation. In case of amounts exceeding €10,000 per binding recommendation, €10,000 will be paid. Thuiswinkel.org has an obligation to make efforts to ensure that the member complies with the binding recommendation for the remainder of the amount.
2. For the application of this guarantee, it is required that the consumer makes a written

appeal to Thuiswinkel.org and transfers their claim against the entrepreneur to Thuiswinkel.org. If the claim against the entrepreneur exceeds €10,000,-, the consumer will be offered the opportunity to transfer their claim above the amount of €10,000,- to Thuiswinkel.org, after which this organization will request payment on behalf of the consumer at its own expense in legal proceedings.

#### **Article 19 - Additional or deviating 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 the consumer can store them in an accessible manner on a durable data carrier.

#### **Article 20 - Amendment of the Thuiswinkel General Terms and Conditions**

1. Thuiswinkel.org will not amend these general terms and conditions except in consultation with the Consumers' Association.
2. Changes to these terms and conditions will only take effect after they have been published in an appropriate manner, provided that in the case of applicable changes during the term of an offer, the provision most favorable to the consumer will prevail.

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