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### **Article 1 - Definitions**

In these Terms and Conditions, the following terms shall have the following meanings:

**Additional agreement:** an agreement in which the Consumer acquires products, digital content and/or services with respect to a distance agreement and these goods, digital content and/or services are delivered by the Entrepreneur or a third party on the basis of an arrangement between this third party and the Entrepreneur;

**Reflection period:** the period during which the Consumer may use his right of withdrawal;

**Consumer:** the natural person who does not act for purposes related to his/her commercial, trade, craft or professional activities;

**Day:** calendar day;

**Digital content:** data produced and delivered in digital form;

**Continuing performance contract:** a contract serving to deliver goods, services and/or digital content in a given period;

**Sustainable data carrier:** any means, including email, that allow the Consumer or the Entrepreneur to store information directed to him/her personally in such a manner that makes future consultation and use possible during a period that matches the purpose for which the information is destined and which makes unaltered reproduction of the stored information possible.

**Right of withdrawal:** the Consumer's option not to proceed with the distance agreement within the cooling-off period;

**Entrepreneur:** the natural or legal person who provides products, (access to) digital content and or services to Consumers at a distance;

**Distance contract:** a contract concluded by the Entrepreneur and the Consumer within the scope of an organised system for distance selling products, digital content and/or services, whereby exclusive or additional use is made of one or more technologies of distance communication up to the conclusion of the contract;

**Technology for distance communication:** a means to be used for concluding an agreement without the Consumer and the Entrepreneur being together in the same place at the same time.

## **Article 2 - The Entrepreneur's identity**

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Name: Lennart Moree Productions  
IBAN: NL10INGB0006404944  
BIC: INGBNL2A

## **Article 3 - Applicability**

1. These General Terms and Conditions apply to any offer from the Entrepreneur and to any distance contract concluded by the Entrepreneur and the Consumer.
2. Before concluding a distance contract, the Entrepreneur shall make the text of these General Terms and Conditions available free of charge and as soon as possible. If this is reasonably impossible, the Entrepreneur shall indicate in what way the General Terms and conditions can be inspected and that they will be sent free of charge if so requested, before the distant contract is concluded.
3. If the distance contract is concluded electronically, the text of these General Terms and Conditions, in deviation from the previous section and before the distance contract is concluded, may also be supplied to the Consumer electronically in such a way that the Consumer can easily store it on a long- term data carrier. If this is reasonably impossible, it will be specified where the General Terms and Conditions can be viewed electronically and that they will be sent to at the Consumer´s request free of charge, either via electronic means or otherwise, before concluding the distance contract;
4. In the event that specific product or service condition apply in addition to these General Terms and Conditions, the second and third paragraphs shall apply accordingly, and in the event of contradictory terms and conditions, the Consumer may always appeal to the applicable provision that is most favourable to him/her.

## **Article 4 - The offer**

1. If an offer is of limited duration or if certain conditions apply, it shall be explicitly stated in the offer.
2. The offer contains a full and accurate description of the products, digital content and/or services offered. The description is suitably detailed to enable the Consumer to assess the products, or services and/or digital content adequately. If the Entrepreneur makes use of pictures, they are truthful images of the products and/or services provided. Obvious errors or mistakes in the offer do not bind the Entrepreneur.
3. All offers contain such information that it is clear to the Consumer what rights and obligations are attached to accepting the offer.

## **Article 5 - The contract**

1. Subject to the provisions in paragraph 4, the contract becomes valid when the Consumer has accepted the offer and fulfilled the terms and conditions set.

2. If the Consumer accepted the offer via electronic means, the Entrepreneur shall promptly confirm receipt of having accepted the offer via electronic means. As long as the receipt of said acceptance has not been confirmed, the Consumer may repudiate the contract.
3. If the contract is concluded electronically, the Entrepreneur will take appropriate technical and organisational security measures for the electronic data transfer and ensure a safe web environment. If the Consumer can pay electronically, the Entrepreneur shall observe appropriate security measures.
4. The Entrepreneur may, within the limits of the law, gather information about Consumer's ability to fulfil his payment obligations, and all facts and factors relevant to responsibly concluding the distance contract. If, acting on the results of this investigation, the Entrepreneur has sound reasons for not concluding the contract, he is lawfully entitled to refuse an order or request supported by reasons, or to attach special terms to the implementation.
5. Before delivering the product, the Entrepreneur shall send the following information along with the product, the service or the digital content in writing or in such manner that the Consumer can store it in an accessible manner on a long-term data carrier:
  - a. the visiting address of the Entrepreneur's business establishment where the Consumer may get into contact with any complaints;
  - b. the conditions on which and the manner in which the Consumer may exercise the right of withdrawal, or, as the case may be, clear information about his being exempted from the right of withdrawal;
  - c. the information corresponding to existing after-sales services and guarantees;
  - d. The price including all taxes of the product, service or digital content, where applicable the delivery costs and the way of payment, delivery or implementation of the distance contract;
  - e. the requirements for cancelling the contract if the contract has a duration of more than one year or for an indefinite period of time.
6. In case of a continuing performance contract, the stipulation in the previous paragraph only applies to the first delivery.

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

### *In case of products:*

1. The Consumer can repudiate a purchase contract for a product without giving reasons for a period of reflection of at least 14 days. The reflection period starts on the day the product is received by the Consumer or by a third party appointed by him in advance and who is not the carrier.
2. During this period, the Consumer shall handle the product and the packaging with care. The Consumer shall only unpack or use the product to the extent necessary for establishing the nature, the characteristics and the effect of the product. The guiding principle is that the Consumer may only handle and inspect the product in the manner in which one is allowed to handle a product in a shop.

### *In case of services and digital content that is not delivered on a physical carrier:*

3. The Consumer can terminate an agreement for services or an agreement for delivery of digital content that is not delivered on a physical carrier without giving reasons during at least 14 days.
4. The Consumer shall return the product with all delivered accessories and if reasonably possible in the original state and packing and in conformity with reasonable and clear instructions given by the Entrepreneur.

## **Article 7 - Exercising the Consumer's right of withdrawal and the costs**

The Consumer shall bear the direct costs of returning the product. The Entrepreneur shall

reimburse all payments made by the Consumer, as soon as possible but within 30 days following the day on which the Consumer notified him of the withdrawal.

### **Article 8 - 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 notified this clearly when making the offer or at any rate in good time before concluding the agreement:

Products or services with a price that is subject to fluctuations in the financial market on which the Entrepreneur has no influence and which may occur within the period of withdrawal;

Agreements that are concluded during a public auction. A public auction is defined as a selling method whereby the Entrepreneur offers products, digital content and/or services to the Consumer who is

personally present or has the possibility to be personally present at the auction under the direction of an auctioneer and whereby the successful bidder is obliged to purchase the products, the digital content and/or the services.

Services agreements, after full performance of the service, but only if

a. the performance started with the Consumer's explicit prior consent; and

b. the Consumer stated that he will lose his right of withdrawal as soon as the Entrepreneur has fully performed the agreement.

Services agreements for making accommodation available when a certain period of implementation is provided and other than for residential purposes, goods transports, car rental services and catering;

Agreements related to leisure activities when a certain date or period of performance is arranged in the agreement;

Products manufactured in accordance with the Consumer's specifications which are not prefabricated and which are produced on the basis of a Consumer's individual choice or decision or which are intended for a specific person;

Perishable products or products with a limited durability.

Sealed products which are for health or hygiene reasons not suitable for being returned and of which the seal was broken;

Products which for their nature are irreversibly mixed with other products;

Alcoholic drinks of which the price has been agreed upon at the conclusion of the agreement but of which the delivery can take place only after 30 days, and whose real value depends on fluctuations in the market which the Entrepreneur cannot affect.

Sealed audio and video recordings and computer programs of which the seals were broken after delivery;

Newspapers, periodicals or magazines, with the exception of subscriptions to them;

The delivery of digital content other than on a physical carrier, but only if:

a. the performance was started with the Consumer's explicit prior consent;

b. the Consumer stated that he will lose his right of withdrawal by doing so.

### **Article 9 - The price**

1. The prices of the products and/or services provided shall not be raised during the validity period given in the offer, subject to changes in price due to changes in VAT rates.

2. Contrary to the previous paragraph, the Entrepreneur may offer products or services whose prices are subject to fluctuations in the financial market that are beyond the Entrepreneur's control, at variable prices. The offer will state the possibility of being subject to fluctuations and the fact that any indicated prices are target prices.

3. Price increases within 3 months after concluding the contract are permitted only if they are the result of new legislation.

4. Price increases from 3 months after concluding the contract are permitted only if the Entrepreneur has stipulated it and
  - a. they are the result of legal regulations or stipulations, or
  - b. the Consumer has the authority to cancel the contract before the day on which the price increase starts.
5. All prices indicated in the provision of products or services are including VAT.

#### **Article 10 - Performance of an agreement and extra Guarantee**

1. The Entrepreneur guarantees that the products and/or services comply with the contract, with the specifications listed in the offer, with reasonable requirements of usability and/or reliability and with the existing statutory provisions and/or government regulations on the day the contract was concluded. If agreed, the Entrepreneur also guarantees that the product is suitable for other than normal use.
2. An extra guarantee offered by the Entrepreneur, his Supplier, Manufacturer or Importer shall never affect the rights and claims the Consumer may exercise against the Entrepreneur about a failure in the fulfilment of the Entrepreneur's obligations if the Entrepreneur has failed in the fulfilment of his part of the agreement.

#### **Article 11 - Delivery and execution**

1. The Entrepreneur shall exercise the best possible care when booking orders and executing product orders and when assessing requests for the provision of services.
2. The place of delivery is at the address given by the Consumer to the Entrepreneur.
3. With due observance of the stipulations in Article 4 of these General Terms and Conditions, the Entrepreneur shall execute accepted orders with convenient speed but at least within 30 days, unless another delivery period was agreed on. If the delivery has been delayed, or if an order cannot be filled or can be filled only partially, the Consumer shall be informed about this within one month after ordering. In such cases, the Consumer is entitled to repudiate the contract free of charge and with the right to possible compensation.
4. After repudiation in conformity with the preceding paragraph, the Entrepreneur shall return the payment made by the Consumer promptly but at least within 30 days after repudiation.
5. The risk of loss and/or damage to products will be borne by the Entrepreneur until the time of delivery to the Consumer or a representative appointed in advance and made known to the Consumer, unless explicitly agreed otherwise.

#### **Article 12 - Continuing performance agreements: duration, termination and renewal**

##### Termination

1. The Consumer may at all times terminate a contract that was concluded for an indefinite time and which extends to the regular delivery of products (including electricity) or services, with due observance of the termination rules and subject to not more than one month's notice.
2. The Consumer may at all times terminate a contract that was concluded for a specific time and which extends to the regular delivery of products (including electricity) or services at the end of the specific period, with due observance of the termination rules and a subject to not more than one month's notice.
3. The Consumer can cancel the agreements mentioned in the preceding paragraphs:
  - at any time and not be limited to termination at a particular time or in a given period;
  - at least in the same way as they were concluded by him;
  - at all times with the same notice as the Entrepreneur stipulated for himself.

##### Extension

4. An agreement concluded for a definite period which extends to the regular delivery of products (including electricity) or services may not be automatically extended or renewed for a

fixed period.

5. Notwithstanding the preceding paragraph, a contract for a definite period which extends to the regular delivery of dailies, newspapers, weekly newspapers and magazines, may tacitly be renewed for specific period of three months at the most if the Consumer can terminate this extended agreement towards the end of the extension with a notice of one month at the most.

6. An agreement concluded for a definite period and which extends to the regular delivery of products or services may only be extended tacitly for an indefinite period if the Consumer can cancel it at any time with a notice of one month. The notice is three months at the most in vase the contract is about a delivery of dailies, newspapers and weeklies and magazines occurring regularly but less than once a month.

7. An agreement with limited duration of regular delivery of trial dailies, newspapers, weeklies and magazines (trial or introductory subscription) is not renewed tacitly and ends automatically after the trial or introductory period.

**Duration**

8. If the duration of a contract is more than one year, the Consumer may terminate the contract at any time after one year with a notice of not more than one month, unless reasonableness and fairness resist the termination before the end of the agreed term.

### **Article 13 - Payment**

1. Unless otherwise stipulated in the agreement or in the additional conditions, the amounts to be paid by the Consumer must be settled within 14 days after the period of reflection, or if there is no period of reflection within 14 days after concluding the agreement. In case of an agreement to provide a service, this period starts on the day that the Consumer received the confirmation of the agreement.

2. When selling products to Consumers, it is not permitted to negotiate an advance payment of more than 50% in the General Terms and Conditions. If an advance payment was agreed, the Consumer may not assert any right regarding the execution of the order in question or the service (s) in question before making the agreed advance payment.

3. The Consumer has the duty to inform the Entrepreneur promptly of possible inaccuracies in the payment details that were given or specified.

4. In case the Consumer has not complied with his payment obligation(s) in time, and the Entrepreneur has pointed out to him that the payment was late and allowed the Consumer a period of 14 days to comply with the payment obligations, the Consumer is to pay the statutory interest on the amount payable and the Entrepreneur is entitled to charge the Consumer with any extrajudicial collection costs. These extrajudicial collection costs amount to no more than 15% for outstanding amounts up to € 2,500, 10% for the following € 2,500 and 5% for the following € 5000, with a minimum of € 40. The Entrepreneur may deviate from the aforementioned amounts and percentages in favour of the Consumer.

### **Article 14 - Complaints procedure**

1. The Entrepreneur shall have a sufficiently notified complaints procedure in place, and shall handle the complaint in accordance with this complaint procedure.

2. Complaints about the performance of the contract shall be submitted fully and clearly described to the Entrepreneur within a reasonable time after the Consumer discovered the defects

3. The complaints submitted to the Entrepreneur shall be replied within a period of 14 days after the date of receipt. Should a complaint require a foreseeable longer time for handling, the Entrepreneur shall respond within 14 days with a notice of receipt and an indication when the Consumer can expect a more detailed reply.

4. If the complaint cannot be solved in joint consultation within a reasonable time or within 3

months after submitting the complaint, there will be a dispute that is open to the dispute settlement rules.

**Article 15 - Disputes**

Contracts between the Entrepreneur and the Consumer to which these General Terms and Conditions apply, are exclusively governed by Dutch law.