

## **Terms And Conditions NoHaCa B.V.**

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### **Article 1 – Definitions**

For the means of these conditions:

1. **Time to consider:** the period within which the consumer may benefit from his right of withdrawal;

2. **'Consumer'**: means the natural person who does not act in the pursuit of profession or business and enters into a distance contract with the entrepreneur;
3. **Day**: calendar day;
4. **Duration transaction**: means a distance agreement relating to a range of products and/or services, the supply and/or purchase obligation of which is spread over time;
5. **Sustainable data medium**: any means that enables the consumer or entrepreneur to store information addressed to him personally in a way that allows future consultation and unaltered reproduction of the stored information.
6. **'Right of withdrawal'**: means the possibility for the consumer to opt out of the distance contract within the cooling-off period;
7. **Model form for withdrawal**: the model form for withdrawal made available to the entrepreneur which a consumer can complete if he wishes to make use of his right of withdrawal.
8. **Entrepreneur**: the natural or legal person who offers products and/or services to consumers remotely;
9. **'Distance contract'**: means an agreement whereby, in the context of a system for distance selling of products and/or services organized by the operator, one or more distance communication techniques is used only until the conclusion of the contract;
10. **Technology for remote communication**: means that can be used to conclude an agreement, without the consumer and the entrepreneur meeting simultaneously in the same space.
11. **Terms and conditions**: the current Terms and Conditions of the entrepreneur.

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

NoHaCa B.V.

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## **Article 3 – Applicability**

1. These terms and conditions apply to each offer of the entrepreneur and to any distance agreement and orders between entrepreneur and consumer.

2. Before the distance contract is concluded, the text of these terms and conditions shall be made available to the consumer. If this is not reasonably possible, before the distance contract is concluded, it will be indicated that the general conditions can be identifiable to the trader and they will be sent free of charge as soon as possible at the consumer's request.
3. By way of derogation from the previous paragraph and before the distance contract is concluded, the text of these general conditions may be made available to the consumer by electronic means in such a way that it can be stored by the consumer in a simple way on a durable data medium. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general terms and conditions can be notified by electronic means and that, at the consumer's request, they will be transmitted free of charge or otherwise free of charge.
4. In the event that, in addition to these general conditions, specific product or service conditions also apply, the second and third paragraphs shall apply mutedly and, in the event of conflicting general terms and conditions, the consumer may always rely on the applicable provision which is most favorable to him.
5. If one or more provisions in these terms and conditions are at any time wholly or partially annulled or destroyed, the agreement and these conditions will remain in place for the rest and the provision in question will be replaced without delay by a provision that approaches the scope of the original as far as possible.
6. Situations not covered by these terms and conditions should be assessed 'in the spirit' of these terms and conditions.
7. Ambiguities about the explanation or content of one or more terms of our terms and conditions should be explained 'in the spirit' of these terms and conditions.

#### **Article 4 – The offer**

1. If an offer has a limited period of validity or is subject to conditions, this is explicitly stated in the offer.
2. The offer is non-binding. The entrepreneur is entitled to change and adapt the offer.
3. The offer contains a complete and accurate description of the products and/or services offered. The description is sufficiently detailed to allow a proper assessment of the offer by the consumer. If the entrepreneur uses images, they are a true representation of the products and/or services offered. Obvious mistakes or obvious errors in the offer do not bind the entrepreneur.
4. All images, specifications details in the offer are indicative and cannot be grounds for damages or termination of the contract.
5. Images accompanying products are a true representation of the products offered. Entrepreneur cannot guarantee that the colors displayed exactly match the real colors of the products.
6. Each offer contains such information that it is clear to the consumer what the rights and obligations are, which are linked to the acceptance of the offer. This concerns in particular:

- o the price including taxes;
  - o any costs of dispatch;
  - o the manner in which the agreement will be concluded and what actions are required;
  - o whether or not the right of withdrawal applies;
  - o the method of payment, delivery and implementation of the agreement;
  - o the time limit for acceptance of the offer or the period within which the trader guarantees the price;
  - o the level of the distance communication rate if the cost of using the technique for distance communication is calculated on a basis other than the regular basic rate for the means of communication used;
  - o whether the contract will be archived after its conclusion and, if so, how it can be consulted for the consumer;
  - o the way in which the consumer can check and recover, if desired, the way in which the consumer may, before the conclusion of the contract, verify the information he provides under the contract;
  - o any other languages in which, in addition to Dutch, the agreement may be concluded;
  - o the codes of conduct to which the entrepreneur has been subjected and the way in which the consumer can consult these codes of conduct by electronic means;
- And
- o the minimum distance duration of the contract in the event of an expensive transaction.

## **Article 5 – The Agreement**

1. The contract shall be concluded, subject to paragraph 4, at the time of the consumer's acceptance of the offer and compliance with the conditions laid down there by it.
2. If the consumer has accepted the offer by electronic means, the operator shall immediately confirm the receipt of acceptance of the offer by electronic means. As long as the receipt of this acceptance has not been confirmed by the trader, the consumer may terminate the contract.
3. If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to secure the electronic transfer of data and ensure a secure web environment. If the consumer can pay electronically, the operator will take appropriate safety measures to this end.
4. The entrepreneur may inform himself, within legal frameworks, whether the consumer can meet his payment obligations, as well as all those facts and factors that are important for a responsible contract. If, on the basis of this examination, the economic operator has good grounds not to enter into the contract, he is entitled to refuse an order or application or to attach special conditions to the execution.
5. The entrepreneur shall send the following information to the consumer in the case of the product or service provided to the consumer, in writing or in such a way that

it can be stored by the consumer in an accessible manner on a durable data medium:

- (a) the visiting address of the establishment of the entrepreneur where the consumer can go with complaints;
- (b) the conditions under which and the way in which the consumer may avail the right of withdrawal or a clear notification concerning the exclusion of the right of withdrawal;
- (c) information on guarantees and existing post-purchase service;
- (d) the information provided for in Article 4(3) of these conditions, unless the economic operator has already provided such information to the consumer before the performance of the contract;
- (e) the requirements for termination of the contract if the contract is lasting more than one year or is of an indefinite period.
  - 1. In the case of an expensive transaction, the provision in the previous paragraph shall apply only to the first delivery.
  - 2. Any agreement shall be entered into under the conditions of suspensive availability of the products concerned.

## **Article 6 – Right of withdrawal**

*When supplying products:*

1. When purchasing products, the consumer has the option to terminate the contract without giving reasons for 14 days. This cooling-off period shall take place on the day following receipt of the product by the consumer or a representative appointed in advance by the consumer and disclosed to the trader.
2. During the cooling-off period, the consumer will handle the product and packaging carefully. He will only unpack or use the product to that extent necessary to assess whether he wishes to retain the product. If he avows his right of withdrawal, he will return the product to the trader in accordance with the reasonable and clear instructions provided by the trader, with all the accessories supplied and, if reasonably possible, in the original condition and packaging.
3. If the consumer wishes to make use of his right of withdrawal, he is obliged to make this known to the entrepreneur within 14 days, after receipt of the product. The consumer must make the information known by means of the model form. After the consumer has indicated that he wishes to use his right of withdrawal, the customer must return the product within 14 days. The consumer must prove that the items supplied have been returned in good time, for example by means of proof of dispatch.

4. If, at the end of the time limits referred to in paragraphs 2 and 3, the customer has not indicated that he wishes to make use of his right of withdrawal or has not returned the product to the trader, the purchase is a fact.

*In the case of provision of services:*

1. In the case of the provision of services, the consumer shall be able to terminate the contract without giving reasons for at least 14 days, starting on the day of entering into the contract.
2. In order to make use of his right of withdrawal, the consumer will address the reasonable and clear instructions given by the trader at the time of the offer and/or at the latest at the time of delivery.

### **Article 7 – Costs in case of withdrawal**

1. If the consumer makes use of his right of withdrawal, the costs of the return shall be borne at most.
2. If the consumer has paid an amount, the trader will repay this amount as soon as possible, but not later than 14 days after withdrawal. The condition is that the product has already been received back by the online retailer or conclusive proof of complete return can be submitted. Reimbursement will be made using the same payment method used by the consumer unless the consumer explicitly consents to another payment method.
3. In the event of damage to the product by careless handling by the consumer himself, the consumer is liable for any depreciation of the product.
4. The consumer cannot be held liable for depreciation of the product if not all legally required information on the right of withdrawal has been provided by the trader, this must be done before the conclusion of the purchase agreement.

### **Article 8 – Right of withdrawal exclusion**

1. The trader may exclude the consumer's right of withdrawal for products as defined in paragraphs 2 and 3. The exclusion of the right of withdrawal applies only if the entrepreneur has clearly stated this in the offer, at least in time for the conclusion of the contract.
2. Exclusion from the right of withdrawal shall be possible only for products:

(a) which have been established by the economic operator in accordance with consumer specifications;

1. which are clearly personal in nature;

(c) which cannot be returned by their very nature;

(d) which can quickly spoil or age;

(e) the price of which is linked to fluctuations in the financial market over which the trader has no influence;

1. for individual newspapers and magazines;

(g) for audio and video recordings and computer software whose consumer has broken the seal.

1. for hygienic products whose consumer has broken the seal.
2. Exclusion of the right of withdrawal is only possible for services:

(a) to carry out accommodation, transport, restaurant business or leisure activities on a given date or during a specified period;

(b) the delivery of which began with the express consent of the consumer before the cooling-off period has expired;

1. on bets and lotteries.

## **Article 9 – The price**

1. During the period of validity indicated in the offer, the prices of the products and/or services offered will not be increased, subject to price changes due to changes in VAT rates.
2. By way of derogation from the previous paragraph, the trader may offer products or services whose prices are subject to fluctuations in the financial market and which the trader has no influence on, with variable prices. This commitment to fluctuations and the fact that any prices quoted are target prices are indicated in the offer.
3. Price increases within 3 months of the conclusion of the agreement are only permitted if they are the result of legal regulations or provisions.
4. Price increases from 3 months after the conclusion of the contract are only permitted if the trader has negotiated this and:

(a) these are the result of legislation or provisions; Or

(b) the consumer has the power to terminate the contract from the day on which the price increase takes effect.

1. The prices listed in the supply of products or services include VAT.
2. All prices are subject to pressure – and typos. No liability is accepted for the consequences of pressure and typos. In case of printing and typos, the entrepreneur is not obliged to supply the product according to the incorrect price.

## **Article 10 – Conformity and Guarantee**

1. The entrepreneur shall ensure that the products and/or services comply with the contract, the specifications set out in the offer, the reasonable requirements of soundness and/or usability and the legal provisions and/or government regulations existing at the date of the conclusion of the agreement. If agreed, the entrepreneur also ensures that the product is suitable for other than normal use.
2. A guarantee provided by the entrepreneur, manufacturer or importer does not affect the legal rights and claims which the consumer may assert to the trader under the contract.
3. Any defects or mishandled products must be reported in writing to the trader within 2 months of delivery. The return of the products must be returned in its original packaging and in new condition.
4. The manufacturer's warranty period corresponds to the manufacturer's warranty period. However, the entrepreneur is never responsible for the ultimate suitability of the products for each individual application by the consumer, nor for any advice regarding the use or application of the products.
5. The warranty shall not apply if:
  - The consumer has repaired and/or processed the products supplied himself or has had them repaired and/or processed by third parties;
  - The products supplied have been exposed to abnormal conditions or otherwise treated carelessly or are contrary to the instructions of the trader and/or have been treated on the packaging;
  - The inequity is, in whole or in part, the result of rules that the government has or will impose as regards the nature or quality of the materials applied.

## **Article 11 – Delivery and execution**

1. The entrepreneur will take the utmost care when receiving and carrying out orders of products and in assessing requests for services.
2. The place of delivery shall be the address which the consumer has made known to the company.
3. Subject to the information referred to in paragraph 4 of this Article, the company shall carry out accepted orders with skillful urgency but within 30 days at the latest, unless the consumer has agreed to a longer delivery period. If delivery is delayed, or if an order cannot be executed or can only be partially executed, the consumer will receive a notice no later than 30 days after placing the order. In that case, the consumer has the right to terminate the contract at no cost. The consumer is not entitled to compensation.

4. All delivery times are indicative. The consumer cannot derive any rights from any such time limits. Exceeding a time limit does not entitle the consumer to compensation.
5. In the event of dissolution in accordance with paragraph 3 of this Article, the trader shall repay the amount paid by the consumer as soon as possible, but not later than 14 days after dissolution.
6. If delivery of an ordered product proves impossible, the entrepreneur will make an effort to make a replacement item available. At the latest at the time of delivery, it will be reported in a clear and understandable manner that a replacement item will be delivered. In the case of substitute articles, the right of withdrawal cannot be excluded. The costs of a possible return are at the expense of the entrepreneur.
7. The risk of damage and/or disappearance of products rests with the entrepreneur until the moment of delivery to the consumer or a pre-appointed and disclosed representative to the entrepreneur, unless expressly otherwise agreed.

## **Article 12 – Duration transactions: duration, denunciation and renewal**

### *Termination*

1. The consumer may terminate at any time an indefinite contract which is intended for the regular delivery of products (including electricity) or services, subject to the rules of notice agreed and a notice period of not more than one month.
2. The consumer may terminate at any time by the end of the fixed period of time a fixed-term contract which is intended for the regular delivery of products (including electricity) or services, subject to the termination rules agreed for that purpose and a notice period of not more than one month.
3. The consumer may:
  - terminate at all times and not be limited to denunciation at a given time or period;
  - at least denounce in the same way that they have been contracted by him;
  - always cancel with the same notice period as the entrepreneur has negotiated for himself.

### *Extension*

1. An agreement entered into for a fixed period of time which covers the regular delivery of products (including electricity) or services may not be tacitly renewed or renewed for a certain period of time.
2. By way of derogation from the previous paragraph, a fixed-term contract which is intended to cover the regular delivery of daily news, weekly and magazine magazines may be tacitly extended for a maximum period of three months if the consumer can terminate this extended contract by the end of the extension with a period of notice of not more than one month.

3. A fixed-term contract which is limited to the regular delivery of products or services may be extended for an indefinite period only if the consumer is allowed to terminate at any time with a period of notice of not more than one month and a period of notice of not more than three months in case the contract is extended to the regular but less than once per month, delivery of daily, news and weekly magazines and magazines.
4. An agreement with a limited duration until the regular delivery of daily, news and weekly magazines and magazines (trial or introductory membership) is not tacitly continued and ends automatically after the trial or introduction period.

#### *Duration*

1. If an agreement has a duration of more than one year, the consumer may, after one year, terminate the contract at any time with a period of notice of not more than one month, unless reasonableness and fairness oppose denunciation before the end of the agreed duration.

#### **Article 13 – Payment**

1. To the extent otherwise agreed, the amounts due by the consumer shall be paid within 7 working days of the expiry of the cooling-off period referred to in Article 6(1). In the case of a contract to provide a service, this period shall 31 after the consumer has received confirmation of the contract.
2. The consumer has a duty to report inaccuracies to the trader without delay in payment details provided or mentioned.
3. In the event of a default by the consumer, the trader shall have the right, subject to legal restrictions, to charge the reasonable costs previously disclosed to the consumer.

#### **Article 14 – Complaints scheme**

1. The entrepreneur has a sufficiently published complaints procedure and handles the complaint in accordance with this complaints procedure.
2. Complaints concerning the performance of the contract must be submitted to the entrepreneur within two months in full and clearly defined, after the consumer has identified the defects.
3. Complaints submitted to the entrepreneur are answered within 14 days of the date of receipt. If a complaint requires a foreseeable longer processing time, the trader replies within the 14-day period with a message of receipt and an indication when the consumer can expect a more detailed response.
4. If the complaint cannot be resolved by mutual agreement, a dispute arises which is open to the dispute settlement.

5. In the case of complaints, a consumer should first turn to the entrepreneur it is also possible to register complaints via the European ODR platform(<http://ec.europa.eu/odr>).
6. A complaint does not suspend the obligations of the entrepreneur, unless the entrepreneur indicates otherwise in writing.
7. If a complaint is found to be justified by the entrepreneur, the entrepreneur will replace or repair the products supplied free of charge.

### **Article 15 – Disputes**

1. Agreements between the entrepreneur and the consumer to which these terms and conditions relate shall be subject only to Dutch law. Even if the consumer is resident abroad.
2. The Vienna Convention on Purchase does not apply.

### **Article 16 – Additional terms**

1. Customers are not allowed to alternate the products which are part of their membership in anyway. This includes printing logo's, executing repairs among others.
2. Customers are not allowed to resell or rent out on their behalf the products which are part of their membership as these products remain the property of the entrepreneur.
3. Customers use the item(s) of their membership with great care and are not allowed to use the item(s) of their membership for anything else then their intended use. For example customers are not allowed to paint, preform repairs or any other activity that can cause damage to the item(s) of the membership.
4. The entrepreneur should be notified by the customer within 48 hours of a lost, theft or damaged item(s) from the customers membership.
5. The repair or replacement costs of a lost, stolen or damaged item are fully charged to the customer with a minimum of € 65,00 including VAT per item.
6. When item(s) aren't returned in time according to the membership of the customer a late fee of € 50,00 is charged for every month or part of a month the item(s) is returned late.