

## GENERAL CONDITIONS

### Article 1: Definitions

In these terms and conditions, the following definitions shall apply:

- 1.1 Ancillary contract: a contract in which the consumer acquires products, digital content and/or services in connection with a distance contract and these items, digital content and/or services are provided by the operator or by a third party on the basis of an arrangement between that third party and the operator;
- 1.2 Reflection period: the period within which the consumer can exercise his right of withdrawal;
- 1.3 Consumer: the natural person not acting for purposes related to his trade, business, craft or profession;
- 1.4 Day: calendar day;
- 1.6 Digital content: data produced and delivered in digital form;
- 1.6 Contract for an indefinite period of time: a contract for the regular supply of goods, services and/or digital content for a specified period of time;
- 1.7 Durable data carrier: any device - including e-mail - that enables the consumer or entrepreneur to store information addressed to him personally in a way that allows future consultation or use for a period of time appropriate to the purpose for which the information is intended, and that allows unaltered reproduction of the stored information;
- 1.8 Right of withdrawal: the consumer's ability to waive the distance contract within the cooling-off period;
- 1.9 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;
- 1.10 Distance contract: a contract concluded between the trader and the consumer under an organized system for the distance sale of products, digital content and / or services, where up to and including the conclusion of the contract exclusive or joint use is made of one or more means of distance communication;
- 1.11 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 a right of withdrawal in respect of his order;
- 1.12 Technology for distance communication: means that can be used to conclude an agreement, without the consumer and entrepreneur having to be together in the same room at the same time.

### Article 2: Identity of the entrepreneur

DATAL B.V. trading as [www.speedcube.nl](http://www.speedcube.nl).<br>Branch address: Nobelstraat 1A, 1704 RM Heerhugowaard, The Netherlands.  
Available Monday through Friday from 09:00 to 17:00.  
Phone number: +31 (0)85 040 76 92.  
Email address: [info@speedcube.nl](mailto:info@speedcube.nl)  
Chamber of Commerce number: 85518336, VAT number: NL863650648B01

### Article 3: Applicability

- 3.1 These general terms and conditions apply to any offer by the entrepreneur and to any distance contract concluded between entrepreneur and consumer.
- 3.2 Before the distance contract is concluded, the text of these general terms and conditions shall be made available to the consumer. If this is not reasonably possible, prior to the conclusion of the distance contract, the entrepreneur will indicate in what way the general terms and conditions can be inspected at the entrepreneur's premises and that, at the consumer's request, they will be sent free of charge as soon as possible.
- 3.3 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, before the distance contract is concluded, it will be indicated where the general terms and conditions can be inspected electronically and that they will be sent electronically or otherwise free of charge at the consumer's request.
- 3.4 In the event that specific product or service conditions apply in addition to these general conditions, the second and third paragraphs shall apply mutatis mutandis and in the event of conflicting conditions, the consumer may always rely on the applicable provision that is most favorable to him.

### Article 4: The offer

- 4.1 If an offer has a limited period of validity or is made subject to conditions, this shall be expressly stated in the offer.
- 4.2 The offer contains a complete and accurate description of the products, digital content 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, services and/or digital content offered. Obvious mistakes or obvious errors in the offer do not bind the entrepreneur.
- 4.3 Each offer contains such information that it is clear to the consumer what the rights and obligations are, which are attached to the acceptance of the offer.

### Article 5: The Purchase Agreement

- 5.1 The agreement, subject to the provisions of paragraph 4, is concluded at the time of the consumer's acceptance of the offer and fulfillment of the conditions set forth therein.
- 5.2 If the consumer has accepted the offer electronically, the entrepreneur shall immediately confirm electronically the receipt of the acceptance of the offer. As long as the receipt of this acceptance has not been confirmed by the entrepreneur, the consumer can dissolve the agreement.
- 5.3 If the agreement is established electronically, the entrepreneur will take appropriate technical and organizational measures to protect the electronic transfer of data and ensure a secure web environment. If the consumer can pay electronically, the entrepreneur will observe appropriate security measures for this purpose.
- 5.4 The entrepreneur may - within legal frameworks - inform himself whether the consumer can meet his payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the distance contract. If, on the basis

of this investigation, the entrepreneur has good grounds not to enter into the agreement, he is entitled to refuse an order or application or to attach special conditions to the implementation, while giving reasons.

- 5.5 The trader will include 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 data carrier, at the latest upon delivery of the product, service or digital content to the consumer:
- a) the visiting address of the trader's branch where the consumer can address complaints;
  - b) the conditions under which and the manner in which the consumer can use the right of withdrawal, or a clear indication of the exclusion of the right of withdrawal;
  - c) the information on warranties and existing after-purchase service;
  - d) the price including all taxes of the product, service or digital content; where applicable, the cost of delivery; and the method of payment, delivery or performance of the distance contract;
  - e) the requirements for termination of the contract if the contract has a duration of more than one year or is of indefinite duration;
  - f) if the consumer has a right of withdrawal, the model withdrawal form.

## Article 6: Right of withdrawal

*For products:*

- 6.1 Consumers can dissolve an agreement relating to the purchase of a product during a 14-day cooling-off period without giving reasons. The operator may ask the consumer about the reason for withdrawal, but may not require the consumer to provide his reason(s).
- 6.2 The cooling-off period referred to in paragraph 1 starts the day after the consumer, or a third party designated in advance by the consumer, who is not the carrier, received the product, or:
  - a) if the consumer ordered multiple products in the same order: the day on which the consumer, or a third party designated by the consumer, received the last product. The entrepreneur may, provided he has clearly informed the consumer of this prior to the ordering process, refuse an order of several products with different delivery times.
  - b) if the delivery of a product consists of several shipments or parts: the day on which the consumer, or a third party designated by him, received the last shipment or part;
  - c) for contracts for regular delivery of products during a specified period: the day on which the consumer, or a third party designated by him, received the first product.

*For services and digital content not delivered on a tangible medium:*

- 6.3 Consumers may cancel a service contract and a contract for the supply of digital content not supplied on a tangible medium for 14 days without giving reasons. The operator may ask the consumer about the reason for withdrawal, but may not require the consumer to provide his reason(s).
- 6.4 The cooling-off period referred to in paragraph 3 begins on the day following the conclusion of the agreement. Extended cooling-off period for products, services and digital content not delivered on a tangible medium in case of failure to inform about right of withdrawal:
- 6.5 If the trader has not provided the consumer with the legally required information on the right of withdrawal or the model withdrawal form, the cooling-off period expires 12 months after the end of the cooling-off period established in the original article.
- 6.6 If the entrepreneur has provided the consumer with the information referred to in the preceding paragraph within 12 months after the effective date of the original cooling-off period, the cooling-off period expires 14 days after the day on which the consumer received that information.

## Article 7: Consumer obligations during the cooling-off period

- 7.1 During the cooling-off period, the consumer will handle the product and packaging with care. He shall unpack or use the product only to the extent necessary to determine the nature, characteristics and operation of the product. The premise here is that the consumer may only handle and inspect the product as he would be permitted to do in a retail store.
- 7.2 The consumer shall only be liable for diminished value of the product resulting from handling the product beyond what is permitted in paragraph 1.
- 7.3 The consumer is not liable for depreciation of the product if the entrepreneur did not provide him with all legally required information on the right of withdrawal before or at the conclusion of the contract.

## Article 8: Exercise of the right of withdrawal by the consumer and costs thereof

- 8.1 If the consumer exercises his right of withdrawal, he shall notify the entrepreneur within the withdrawal period by means of the model withdrawal form or in another unambiguous manner.
- 8.2 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 to (an authorized representative of) the entrepreneur. This is not required if the entrepreneur has offered to pick up the product himself. The consumer has complied with the return period in any case if he returns the product before the cooling-off period has expired.
- 8.3 The consumer will 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.
- 8.4 The risk and burden of proof for the correct and timely exercise of the right of withdrawal lies with the consumer.
- 8.5 The consumer bears the direct cost of returning the product. If the trader has not notified the consumer that the consumer must bear these costs or if the trader indicates that the consumer will bear the costs himself, the consumer does not have to bear the cost of return shipment.
- 8.6 If the consumer withdraws after having first expressly requested that the performance of the service or the supply of gas, water or electricity not made ready for sale in a limited volume or certain quantity begin during the withdrawal period, the consumer shall owe the entrepreneur an amount proportional to that part of the commitment fulfilled by the entrepreneur at the time of withdrawal, compared to the full fulfillment of the commitment.
- 8.7 If the consumer exercises his right of withdrawal, all ancillary contracts are dissolved by operation of law.

**Article 9: Obligations of the entrepreneur in the event of withdrawal**

- 9.1 If the trader enables the consumer's notification of withdrawal by electronic means, he shall send a confirmation of receipt without delay after receiving this notification.
- 9.2 The entrepreneur shall reimburse all payments made by the consumer, including any delivery costs charged by the entrepreneur for the returned product, without delay but within 14 days following the day on which the consumer notifies him of the withdrawal. Unless the entrepreneur offers to pick up the product himself, he may wait to refund until he has received the product or until the consumer proves that he has returned the product, whichever is earlier.
- 9.3 For reimbursement, the operator uses the same means of payment that the consumer used, unless the consumer agrees to another method. The refund is free of charge to the consumer.
- 9.4 If the consumer has chosen a more expensive method of delivery than the least expensive standard delivery, the entrepreneur does not have to refund the additional costs for the more expensive method.

**Article 10: Exclusion of the right of withdrawal**

The Entrepreneur may exclude the following products and services from the right of withdrawal, but only if the Entrepreneur stated this clearly in the offer, at least in time for the conclusion of the contract:

- a) Products manufactured to your specifications, which are not manufactured and are manufactured based on your individual choice or decision, or are clearly intended for a specific person.
- b) Brainteasers which have a value higher than € 50 per product.
- c) Products whose price is subject to fluctuations in the financial market over which we have no control and which may occur within the withdrawal period;
- d) Products that spoil quickly or have a limited shelf life;
- e) Sealed products that are not suitable for return for reasons of health protection or hygiene and whose seal has been broken after delivery;
- f) Products that after delivery are by their nature irrevocably mixed with other products;
- g) Alcoholic beverages whose price was agreed upon at the conclusion of the Purchase Agreement, but whose delivery can only take place after 30 days, and whose actual value depends on fluctuations in the market over which we have no control;
- h) Sealed audio, video recordings and computer software, the seal of which has been broken after delivery;
- i) Newspapers, magazines or journals.

**Article 11: The Price**

- 11.1 During the validity period stated in the offer, the prices of the products and/or services offered will not be increased, except for price changes due to changes in VAT rates.
- 11.2 Notwithstanding the previous paragraph, the entrepreneur may offer products or services whose prices are subject to fluctuations in the financial market and over which the entrepreneur has no control, with variable prices. This bond to fluctuations and the fact that any prices quoted are target prices are stated with the offer.
- 11.3 Price increases within 3 months of the conclusion of the agreement are permitted only if they result from legal regulations or provisions.
- 11.4 Price increases from 3 months after the conclusion of the contract are only allowed if the entrepreneur has stipulated it and:  
a) they are the result of statutory regulations or provisions;  
b) the consumer has the authority to terminate the agreement as of the day the price increase takes effect.
- 11.5 The prices mentioned in the offer of products or services include VAT.

**Article 12: Compliance with the Sales Agreement and additional warranty**

- 12.1 The entrepreneur guarantees that the products and/or services comply with the agreement, the specifications mentioned in the offer, the reasonable requirements of soundness and/or usability and the existing legal provisions and/or government regulations on the date of the conclusion of the agreement. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.
- 12.2 An additional warranty 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 agreement if the entrepreneur has failed to fulfill his part of the agreement.
- 12.3 Additional warranty means any commitment by the entrepreneur, its supplier, importer or manufacturer in which it grants the consumer certain rights or claims beyond what it is legally obliged to do in the event that it has failed to fulfill its part of the agreement.

**Article 13: Delivery and execution**

- 13.1 The entrepreneur will take the greatest possible care when receiving and executing orders for products and when assessing requests for the provision of services.
- 13.2 The place of delivery is the address that the consumer has made known to the entrepreneur.
- 13.3 Subject to what is stated about this in article 4 of these general terms and conditions, the entrepreneur will execute accepted orders expeditiously but at the latest within 30 days, unless another delivery period has been agreed. If delivery is delayed, or if an order cannot be fulfilled or can only be partially fulfilled, the consumer will be notified no later than 30 days after the order was placed. In this case, the consumer has the right to dissolve the contract without cost and the right to possible damages.
- 13.4 After dissolution in accordance with the previous paragraph, the entrepreneur will refund the amount paid by the consumer without delay.
- 13.5 The risk of damage and/or loss of products rests with the entrepreneur until the moment of delivery to the consumer or a representative designated in advance and made known to the entrepreneur, unless otherwise expressly agreed.
- 13.6 The risk of damage and/or loss of products rests with us until the time of delivery to you or to a representative previously designated by you and made known to us, unless otherwise agreed.

**Article 14: Duration transactions: duration, termination and renewal**

- 14.1 The consumer may at any time terminate a contract entered into for an indefinite period and which extends to the regular delivery of products (including electricity) or services, subject to agreed termination rules and a notice period not exceeding one month.
- 14.2 The consumer may terminate a fixed-term contract, which extends to the regular delivery of products (including electricity) or services, at any time at the end of the fixed term, subject to agreed termination rules and a notice period not exceeding one month.
- 14.3 The consumer may enter into the agreements mentioned in the previous paragraphs:
- a) cancel at any time and not be limited to cancellation at a particular time or period;
  - b) terminate at least in the same manner as they were entered into by him;
  - c) always cancel with the same notice period as the entrepreneur has stipulated for himself.
- 14.4 A contract entered into for a definite period of time and which extends to the regular supply of products (including electricity) or services may not be tacitly renewed or extended for a definite period of time.
- 14.5 Notwithstanding the previous paragraph, a fixed-term contract that has been concluded for the regular delivery of daily news and weekly newspapers and magazines may be tacitly renewed for a fixed term not exceeding three months, if the consumer can terminate this extended contract by the end of the extension with a notice period not exceeding one month.
- 14.6 A fixed-term contract that has been concluded for the regular delivery of products or services may be tacitly renewed for an indefinite period only if the consumer may terminate it at any time with a notice period not exceeding one month. The notice period shall be at most three months in case the contract extends to the delivery of daily, news and weekly newspapers and magazines regularly, but less than once a month.
- 14.7 A limited duration agreement to regularly deliver daily, news and weekly newspapers and magazines for introductory purposes (trial or introductory subscription) is not tacitly continued and ends automatically at the end of the trial or introductory period.
- 14.8 If a contract has a duration of more than one year, after one year the consumer may terminate the contract at any time with a notice period not exceeding one month, unless reasonableness and fairness oppose termination before the end of the agreed duration.

**Article 15: Payment**

- 15.1 Unless otherwise provided in the agreement or additional conditions, the amounts owed by the consumer must be paid within 14 days of the start of the cooling-off period, or in the absence of a cooling-off period within 14 days of the conclusion of the agreement. In the case of a contract to provide a service, this period begins on the day after the consumer receives the confirmation of the contract
- 15.2 When selling products to consumers, general terms and conditions may never require consumers to pay more than 50% in advance. Where advance payment has been stipulated, the consumer may not assert any rights regarding the execution of the relevant order or service(s) before the stipulated advance payment has been made.
- 15.3 The consumer has the duty to immediately report inaccuracies in payment information provided or stated to the entrepreneur.
- 15.4 If the consumer does not timely fulfill his payment obligation(s), he is, after he has been pointed out by the entrepreneur to the late payment and the entrepreneur has granted the consumer a period of 14 days to still fulfill his payment obligations, after the failure to pay within this 14-day period, on the amount still owed, the consumer owes the legal interest 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 following € 2,500 and 5% on the following € 5,000 with a minimum of € 40. The entrepreneur may deviate from the mentioned amounts and percentages for the benefit of the consumer.

**Article 16: Complaints procedure**

- 16.1 The entrepreneur has a sufficiently publicized complaint procedure and handles the complaint in accordance with this complaint procedure.
- 16.2 Complaints about the performance of the agreement must be submitted to the entrepreneur within a reasonable time after the consumer has found the defects, fully and clearly described.
- 16.3 Complaints submitted to the entrepreneur will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeably longer processing time, the operator will respond within the 14-day period with a notice of receipt and an indication of when the consumer can expect a more detailed response.
- 16.4 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](http://www.thuiswinkel.org). The complaint is then sent both to the entrepreneur in question and to Thuiswinkel.org.
- 16.5 In any case, the consumer must give the entrepreneur 4 weeks to resolve the complaint by mutual agreement. After this deadline, a dispute arises that is amenable to the dispute resolution process.

**Article 17: Disputes**

- 17.1 Contracts between the entrepreneur and the consumer to which these general terms and conditions relate are exclusively governed by Dutch law.
- 17.2 Disputes between the consumer and the trader over the conclusion or execution of contracts relating to products and services to be supplied or delivered by this trader can, with due observance of the provisions below, be submitted by either the consumer or the trader to the Thuiswinkel Disputes Committee, PO Box 90600, 2509 LP in The Hague ([www.sgc.nl](http://www.sgc.nl)).
- 17.3 A dispute will only be considered by the Disputes Committee if the consumer has first submitted his complaint to the entrepreneur within a reasonable time.
- 17.4 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 Commission no later than 12 months after the date on which the consumer submitted the complaint to the entrepreneur.

- 17.5 If the consumer wishes to submit a dispute to the Disputes Committee, the entrepreneur is bound by this choice. Preferably, the consumer notifies the entrepreneur first.
- 17.6 When the entrepreneur wishes to submit a dispute to the Disputes Committee, the consumer will have to express in writing, within five weeks after a written request made by the entrepreneur, whether he so desires or wants the dispute to be dealt with by the competent court. If the entrepreneur does not hear the consumer's choice within the five-week period, the entrepreneur is entitled to submit the dispute to the competent court.
- 17.7 The Disputes Committee shall rule under the conditions set forth 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 a binding opinion.
- 17.8 The Disputes Committee will not deal with a dispute or will cease to deal with it if the entrepreneur has been granted a suspension of payments, has become bankrupt or has actually terminated his business activities, before a dispute has been dealt with by the committee at the session and a final ruling has been issued.
- 17.9 If, in addition to the Thuiswinkel Disputes Committee, another recognized dispute committee or one affiliated with the Stichting Geschillencommissies voor Consumentenzaken (SGC) or the Klachteninstituut Financiële Dienstverlening (Kifid) (Financial Services Complaints Institute) is competent, the Thuiswinkel Disputes Committee shall have preferential jurisdiction for disputes relating primarily to the method of distance selling or provision of services. For all other disputes the other recognized SGC or Kifid affiliated dispute committee.

**Article 18: Industry Guarantee**

- 18.1 Thuiswinkel.org guarantees compliance with the binding advice of the Thuiswinkel Disputes Committee by its members, unless the member decides to take the binding advice to court for review within two months after it has been sent. This guarantee revives, if the binding opinion has been upheld after review by the court and the judgment evidencing it has become final. Up to a maximum amount of €10,000 per binding advice, this amount will be paid to the consumer by Thuiswinkel.org. For amounts greater than €10,000 per binding opinion, €10,000 will be paid. For the excess, Thuiswinkel.org has a best-efforts obligation to ensure that the member complies with the binding advice.
- 18.2 The application of this guarantee requires that the consumer makes a written appeal to Thuiswinkel.org and that he transfers his claim on the trader to Thuiswinkel.org. If the claim against the trader exceeds €10,000, the consumer is offered to transfer his claim, insofar as it exceeds the amount of €10,000, to Thuiswinkel.org, after which this organization will, in its own name and costs, seek payment of it in court to satisfy the consumer.

**Article 19: Additional or different provisions**

Additional provisions or provisions deviating from these general 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: Amendments to the Thuiswinkel General Terms and Conditions**

- 20.1 Amendments to these terms and conditions are only effective after they have been published in an appropriate manner, on the understanding that in the case of applicable amendments during the term of an offer, the provision most favorable to the consumer will prevail.

Thuiswinkel.org

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