

# General conditions



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## Article 1 - Definitions

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

1. **Reflection period:** the period within which the consumer can exercise his right of withdrawal;
2. **Consumer:** the natural person not acting in the exercise of a profession or business and who enters into a distance contract with the trader;
3. **Day:** calendar day;
4. **Duration transaction:** a distance contract relating to a series of products and/or services, the delivery and/or purchase obligation of which is spread over time;
5. **Durable data carrier:** 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:** the possibility for the consumer to waive the distance contract within the cooling-off period;
7. **Model form:** the model form for withdrawal made available by the entrepreneur which a consumer can fill in when he wants to exercise his right of withdrawal;
8. **Entrepreneur:** the natural or legal person who offers products and/or services to consumers remotely;
9. **Distance contract:** an agreement whereby, within the framework of a system organised by the entrepreneur for distance selling of products and/or services, up to and including the conclusion of the agreement. exclusive use

is made of one or more techniques for distance communication;

10. **Technique for distance communication:** means that can be used for concluding an agreement, without the consumer and entrepreneur having come together in the same room at the same time;
11. **General Terms and Conditions:** the present General Terms and Conditions of the entrepreneur;

## Article 2 - Identity of the entrepreneur

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## Article 3 - Applicability

1. These general terms and conditions apply to every offer made by the entrepreneur and to every distance contract and order concluded between the entrepreneur and the consumer.
2. Before the distance contract is concluded, the text of these general terms and conditions will be made available to the consumer. If this is not reasonably possible, before the remote agreement is concluded, it will be indicated that the general terms and conditions can be inspected at the entrepreneur's premises and they will be sent free of charge to the consumer as soon as possible upon request.
3. If the distance contract is concluded electronically, contrary to the previous paragraph and before the distance contract 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 stored by the consumer in a simple manner on a durable data carrier. Indien dit redelijkerwijs niet mogelijk is, zal voordat de overeenkomst op afstand wordt gesloten, worden aangegeven waar van de algemene voorwaarden langs elektronische weg kan worden kennisgenomen en dat zij op verzoek van de consument langs elektronische weg of op andere wijze kosteloos zullen worden toegezonden.
4. Voor het geval dat naast deze algemene voorwaarden tevens specifieke product- of dienstenvoorwaarden van toepassing zijn, is het tweede en derde lid van overeenkomstige toepassing en kan de consument zich in geval van tegenstrijdige algemene voorwaarden steeds beroepen op de toepasselijke bepaling die voor hem het meest gunstig is.
5. Indien één of meerdere bepalingen in deze algemene voorwaarden op enig moment geheel of gedeeltelijk nietig zijn of vernietigd worden, dan blijft de overeenkomst en deze voorwaarden voor het overige in stand en zal de betreffende bepaling in onderling overleg onverwijld vervangen worden door een bepaling dat de strekking van het oorspronkelijke zoveel mogelijk benaderd.
6. Situaties die niet in deze algemene voorwaarden zijn geregeld, dienen te worden beoordeeld 'naar de geest' van deze algemene voorwaarden.
7. Uncertainties about the interpretation or content of one or more provisions of our terms and conditions must be interpreted 'in the spirit' of these general terms and conditions.

## Article 4 - The offer

1. If an offer has a limited period of validity or is made subject to conditions, this will be expressly stated in the offer.
2. The offer is without obligation. The entrepreneur is entitled to change and adjust the offer.
3. The offer contains a complete and accurate description of the products and/or services on offer. The description is sufficiently detailed to enable a proper assessment of the offer by the consumer. If the entrepreneur uses images, these are a truthful representation of the offered products and/or services. Obvious mistakes or obvious errors in the offer do not bind the entrepreneur.
4. All images, specifications and data in the offer are indicative and cannot be a reason for compensation or dissolution of the agreement.
5. Images of products are a true representation of the products offered. Entrepreneur cannot guarantee that the displayed colours exactly match the real colours of the products.
6. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to the acceptance of the offer. This concerns in particular:
  - the price including taxes;
  - any shipping costs
  - the way in which the agreement will be concluded and which actions are necessary for this;
  - whether or not the right of withdrawal is applicable;
  - the method of payment, delivery and performance of the agreement;
  - the period for accepting the offer, or the period within which the trader guarantees the price;
  - the level of the rate of distance communication if the costs of using the technique for distance communication are calculated on a basis other than the regular basic rate for the means of communication used;
  - whether the agreement is archived after its conclusion and, if so, in which way it can be consulted by the consumer;
  - the way in which the consumer, before concluding the contract, can check and, if desired, rectify the data provided by him in the context of the contract;
  - any languages other than Dutch in which the contract can be concluded;
  - the codes of conduct to which the trader is subject and the way in which the consumer can consult these codes of conduct electronically; and
  - the minimum duration of the distance contract in case of an extended transaction.

## Article 5 - The agreement

1. Subject to the provisions of paragraph 4, the agreement is concluded at the moment the consumer accepts the offer and fulfils the conditions stipulated.
2. If the consumer has accepted the offer electronically, the trader will immediately confirm receipt of acceptance of the offer electronically. As long as this acceptance has not

been confirmed by the entrepreneur, the consumer can dissolve the agreement.

3. If the agreement is concluded electronically, the entrepreneur shall take appropriate technical and organisational measures to protect the electronic transfer of data and shall ensure a secure web environment. If the consumer can pay electronically, the entrepreneur will observe appropriate security measures.
4. The entrepreneur can - 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 remote agreement. 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. The entrepreneur will include the following information with the product or service to the consumer, in writing or in such a way that it can be stored by the consumer in an accessible way on a durable data carrier:
  - the visiting address of the establishment of the entrepreneur where the consumer can go with complaints;
  - the conditions on which and the way in which the Consumer may exercise the right of withdrawal, or, as the case may be, clear information about being exempted from the right of withdrawal;
  - the information on guarantees and existing after-sales services;
  - the details included in article 4 paragraph 3 of these terms and conditions, unless the trader has already provided the consumer with these details before the performance of the contract;
  - the requirements for terminating the agreement if the agreement has a duration of more than one year or is of indefinite duration.
6. In case of a duration transaction, the provision in the previous paragraph only applies to the first delivery.
7. Each agreement is entered into under the suspensive conditions of sufficient availability of the relevant products.

## Article 6 - Right of withdrawal

*On delivery of products:*

1. When purchasing products, consumers have the option of dissolving the contract without giving reasons for 14 days. This cooling-off period commences on the day after receipt of the product by the consumer or a consumer representative previously designated by the consumer and made known to the entrepreneur.
2. During the reflection period, the consumer will handle the product and its packaging with care. He will only unpack or use the product to the extent necessary to assess whether he wishes to keep the product. If he exercises his right of withdrawal, he will return the product to the entrepreneur with all delivered accessories and - if reasonably possible - in the original condition and packaging, in accordance with the reasonable and clear instructions provided by the entrepreneur.
3. If the consumer wishes to exercise his right of withdrawal, he is obliged to make this known to the trader within 14 days of receiving the product. The consumer must make this known using the model form or by another means of communication such as e-mail. After the consumer has made it known that he wants to use his right of withdrawal, the consumer should return the product

within 14 days. The consumer must prove that the delivered goods have been returned in time, for example by means of proof of dispatch.

4. If the customer has not expressed his wish to use his right of withdrawal or has not returned the product to the entrepreneur after the expiry of the periods mentioned in paragraphs 2 and 3, the purchase is a fact.

*On delivery of services:*

1. When services are supplied, the consumer has the option of dissolving the contract without giving reasons for at least 14 days starting from the day of entering into the contract.
2. To make use of his right of withdrawal, the consumer will comply with the reasonable and clear instructions provided by the operator at the time of the offer and/or at the latest upon delivery.

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

1. If the consumer exercises his right of withdrawal, at most the costs of return shipment will be at his expense.
2. If the consumer has paid an amount, the trader will refund this amount as soon as possible, but no later than 14 days after the withdrawal. This is subject to the condition that the product has already been received back by the entrepreneur or conclusive evidence of complete return can be presented. Refunds will be made via the same payment method used by the consumer unless the consumer explicitly authorises a different payment method.
3. If the product is damaged due to careless handling by the consumer himself, the consumer is liable for any depreciation in value 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 entrepreneur, this should be done before the conclusion of the purchase agreement.

## **Article 8 - Exclusion of the right of withdrawal**

1. The entrepreneur can exclude the consumer's right of withdrawal for products as described in paragraphs 2 and 3. The exclusion of the right of withdrawal only applies if the trader has clearly stated this in the offer, at least in good time before concluding the contract.
2. Exclusion of the right of withdrawal is only possible for products:
  - created by the entrepreneur in accordance with the consumer's specifications;
  - which are clearly personal in nature;
  - which by their nature cannot be returned;
  - which can spoil or age quickly;
  - the price of which is subject to fluctuations in the financial market over which the entrepreneur has no influence;
  - for single newspapers and magazines;
  - for audio and video recordings and computer software whose seals have been broken by the consumer;

- for hygienic products whose seals have been broken by the consumer.
3. Exclusion of the right of withdrawal is only possible for services:
- concerning accommodation, transport, restaurant business or leisure activities to be performed on a certain date or during a certain period;
  - whose delivery has started with the consumer's express consent before the cooling-off period has expired;
  - concerning betting and lotteries.

## Article 9 - 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 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, with variable prices. This link to fluctuations and the fact that any stated prices are target prices shall be stated with the offer.
3. Price increases within 3 months of the conclusion of the agreement are only allowed if they result from legal regulations or provisions.
4. Price increases from 3 months after the conclusion of the contract are only allowed if the entrepreneur has stipulated it and:
  - they result from statutory regulations or provisions; or
  - the consumer has the power to terminate the agreement from the day on which the price increase takes effect.
5. The prices mentioned in the offer of products or services include VAT.
6. All prices are subject to printing and typesetting errors. No liability is accepted for the consequences of misprints and typesetting errors. In the event of misprints and typesetting errors, the entrepreneur is not obliged to deliver the product according to the incorrect price.

## Article 10 - Conformity and warranty

1. The trader warrantys that the products and/or services comply with the contract, the specifications stated in the offer, the reasonable requirements of soundness and/or usability and the existing statutory provisions and/or government regulations on the date the contract was concluded. If agreed, the entrepreneur also warrantys that the product is suitable for other than normal use.
2. A warranty provided by the entrepreneur, manufacturer or importer does not affect the legal rights and claims that the consumer can assert against the entrepreneur on the basis of the agreement.
3. Eventuele gebreken of verkeerd geleverde producten dienen binnen 2 maanden na levering aan de ondernemer schriftelijk te worden gemeld. Products must be returned in their original packaging and in new condition.
4. The entrepreneur's warranty period corresponds to the manufacturer's warranty period. However, the

entrepreneur is never responsible for the final 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 does not apply if:
- the consumer has repaired and/or modified the delivered products himself or had them repaired and/or modified by third parties;
  - the delivered products have been exposed to abnormal conditions or otherwise treated carelessly or contrary to the instructions of the entrepreneur and/or treated on the packaging;
  - the defectiveness is entirely or partly the result of regulations imposed or to be imposed by the government on the nature or quality of the materials used.

## Article 11 - Delivery and execution

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.
2. The place of delivery is the address that the consumer has made known to the company.
3. Subject to what is stated in paragraph 4 of this article, the company will execute accepted orders with convenient speed but at the latest within 30 days, unless the consumer has agreed to a longer delivery period. If delivery is delayed, or if an order cannot or can only be partially carried out, the consumer will be informed about this at the latest 30 days after the order was placed. In that case, the consumer has the right to dissolve the agreement without costs. The consumer is not entitled to any compensation.
4. All delivery periods are indicative. The consumer cannot derive any rights from any terms mentioned. Exceeding a term does not entitle the consumer to compensation.
5. In case of dissolution in accordance with paragraph 3 of this article, the entrepreneur will refund the amount paid by the consumer as soon as possible, but at the latest within 14 days after dissolution.
6. If delivery of an ordered product turns out to be impossible, the entrepreneur will make an effort to provide a replacement article. At the latest upon delivery, it will be reported in a clear and comprehensible manner that a replacement article is being delivered. With replacement articles, the right of withdrawal cannot be excluded. The costs of any return shipment shall be borne by the entrepreneur.
7. The risk of damage and/or loss of products rests with the entrepreneur until the moment of delivery to the consumer or a representative previously designated and made known to the entrepreneur, unless explicitly agreed otherwise.

## Article 12 - Duration transactions: duration, termination and extension

### *Termination*

1. The consumer may terminate an open-ended contract that was concluded for 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 a fixed-term contract, which extends to the regular delivery of products (including electricity) or services, at any time towards the end of the fixed term, subject to agreed termination rules and a notice period of no more than one month.
3. The consumer may amend the agreements mentioned in the previous paragraphs:
  - terminate at any time and not be limited to termination at a particular time or period;
  - at least terminate them in the same way as they were entered into by him;
  - always terminate with the same notice period as the entrepreneur has stipulated for himself.

#### *Extension*

1. An agreement entered into for a definite period and which extends to the regular supply of products (including electricity) or services may not be tacitly extended or renewed for a definite period.
2. Notwithstanding the previous paragraph, a contract that has been concluded for a definite period and that extends to the regular delivery of daily news and weekly newspapers and magazines may be tacitly extended for a definite period of no more than three months, if the consumer can terminate this extended contract towards the end of the extension with a notice period of no more than one month.
3. A fixed-term contract that has been concluded for the regular delivery of products or services may only be tacitly renewed for an indefinite period of time if the consumer may terminate the contract at any time with a period of notice that does not exceed one month and a period of notice that does not exceed three months in the event that the contract relates to the regular, but less than once a month, delivery of daily or weekly newspapers and magazines.
4. An agreement with a limited duration for the regular supply of daily, news and weekly newspapers and magazines by way of introduction (trial or introductory subscription) is not tacitly continued and ends automatically at the end of the trial or introductory period.

#### *Duration*

1. 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 13 - Payment**

1. Unless otherwise agreed, the amounts owed by the consumer should be paid within 7 working days after the start of the reflection period referred to in Article 6(1). In case of an agreement to provide a service, this period starts after the consumer has received the confirmation of the agreement.
2. The consumer has the duty to immediately report inaccuracies in payment details provided or mentioned to the entrepreneur.
3. In case of non-payment by the consumer, subject to legal restrictions, the entrepreneur has the right to charge the reasonable costs made known to the consumer in advance.



## Article 14 - Complaints procedure

1. The entrepreneur has a sufficiently publicised complaints procedure and handles the complaint in accordance with this complaints procedure.
2. Complaints on the performance of the agreement must be submitted to the entrepreneur within 2 months, fully and clearly described, after the consumer has identified the defects.
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 entrepreneur will respond within the 14-day replied with a notice of receipt and an indication of when the consumer can expect a more detailed answer.
4. If the complaint cannot be resolved by mutual agreement, a dispute arises which is susceptible to dispute resolution.
5. For complaints, a consumer should first turn to the entrepreneur. If the webshop is affiliated to Stichting WebwinkelKeur and in case of complaints that cannot be solved by mutual agreement, the consumer should turn to Stichting WebwinkelKeur ([www.webwinkelkeur.nl](http://www.webwinkelkeur.nl)), which will mediate free of charge. Check whether this webshop has a current membership via <https://www.webwinkelkeur.nl/ledenlijst/>. If a solution cannot be found, the consumer has the option to have his/her complaint handled by the independent arbitration board appointed by Stichting WebwinkelKeur, the decision is binding and both the trader and the consumer agree to this binding decision. Submitting a dispute to this dispute committee involves costs that have to be paid by the consumer to the committee in question. It is also possible to submit complaints via the European ODR platform (<http://ec.europa.eu/odr>).
6. A complaint does not suspend the operator's obligations unless the operator indicates otherwise in writing.
7. If a complaint is found valid by the operator, the operator will, at its discretion, either replace or repair the delivered products free of charge.

## Article 15 - Disputes

1. Contracts between the entrepreneur and the consumer to which these general terms and conditions relate are exclusively governed by Dutch law. Even if the consumer resides abroad.
2. The Vienna Sales Convention is not applicable.

## Article 16 - Additional or different provisions

Additional provisions or provisions deviating 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 they can be stored by the consumer in an accessible manner on a long-term data carrier. stored on a durable data carrier.