

# General Terms and Conditions of Hagedoorn Holding BV, as well as the website "www.thefluidsociety.com".

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## **Article 1 - Definitions**

In these terms and conditions, the following definitions apply:

1. Grace period: The period within which the consumer can make use of his right of withdrawal;
2. Consumer: the natural person who is not acting in the exercise of a profession or business and who enters into a distance contract with the entrepreneur;
3. Day: calendar day;
4. Duration transaction: a distance contract relating to a series of products and / or services of which the delivery and / or purchase obligation is spread over time;
5. Durable data carrier: every means that enables the consumer or entrepreneur to store information that is addressed to him personally, in a way that makes future consultation and unaltered reproduction of the stored information possible.
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 which the trader makes available and which a consumer may fill in if he wishes to exercise his right of withdrawal.
8. Entrepreneur: the natural or legal person who offers products and/or services to consumers from a distance;
9. Distance contract: an agreement whereby sole use is made of one or more techniques for distance communication within the framework of a system organised by the trader for the distance sale of products and/or services, up to and including the moment that the agreement is concluded;
10. Technique for distance communication: means that can be used for concluding an agreement, without the consumer and entrepreneur being 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**

Hagedoorn Holding BV, established Zuider IJsseldijk 16, 2808 PB, Gouda, The Netherlands

Tel: +31(0)182526211 or mobile: +31653133120

Email: peter@hagedoorn.org

Chamber of Commerce number: 82467498

VAT ID: 0874.41.524.B.02.

## **Article 3 - Applicability**

1. These general terms and conditions apply to every offer made by the trader and to every distance contract and order that is concluded between the trader and the consumer.
2. Before the remote agreement is concluded, the text of these general conditions will be made available to the consumer, if desired. If this is not reasonably possible, before the distance contract is concluded, it will be indicated that the general conditions are available for perusal at the entrepreneur's premises

and that they will be sent to the consumer free of charge as soon as possible, at the consumer's request.

3. If the distance contract is concluded electronically, then, contrary to the previous paragraph, and before the distance contract is concluded, the text of these general terms and conditions will be made available to the consumer in electronic form in such a way that the consumer can easily store them on a durable data carrier. If this is not reasonably possible, prior to the conclusion of the distance selling agreement, it will be indicated where the general terms and conditions can be viewed electronically and that they will be sent to the consumer free of charge, at his request, either electronically or in some other way.
4. In case specific product- or service conditions apply in addition to these general conditions, the second and third paragraphs apply accordingly and the consumer can always rely on the applicable provision that is most favourable to him in case of conflicting general conditions.
5. If one or more provisions in these general terms and conditions are null and void or annulled in part or in full at any time, the agreement and these terms and conditions will remain in force for the rest and the provision in question will be replaced without delay, in mutual consultation, by a provision that approaches the scope of the original provision as closely as possible.
6. Situations not covered by these general terms and conditions must be assessed 'in the spirit' of these general terms and conditions.
7. Any lack of clarity regarding 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 explicitly stated in the offer.
2. The offer is without obligation. 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 the consumer to properly assess the offer. If the entrepreneur uses images, these are a true reflection of the products and / or services offered. Obvious mistakes or obvious errors in the offer are not binding on the entrepreneur.
4. All images, specifications and data in the offer are indicative and can not lead to compensation or dissolution of the agreement.
5. Images of products are a true representation of the products offered. The Company cannot guarantee that the colours shown will 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 accepting the offer. This concerns in particular:
  - the price including taxes;
  - the possible costs of shipment;
  - the way in which the agreement will be brought about and which actions are required for this;
  - whether or not the right of withdrawal is applicable;
  - the method of payment, delivery and implementation of the agreement;
  - the period for accepting the offer, or the period within which the entrepreneur guarantees the price;
  - the size of the tariff for distance communication if the costs of using the technique for distance communication are calculated on a basis other than the regular basic tariff for the means of communication used;
  - whether the agreement is archived after its conclusion and, if so, in what way it can be consulted by the consumer;
  - the manner in which the consumer, before concluding the contract, can check the data provided by him in the framework of the contract and, if desired, correct them;
  - any other languages besides 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 the event of an extended transaction.

#### **Article 5 - The agreement**

1. The agreement comes into being, subject to that which is stipulated in paragraph 4, at the moment at which the consumer accepts the offer and the conditions thereby stipulated have been fulfilled.
2. If the consumer has accepted the offer electronically, the trader will immediately confirm receipt of electronic acceptance of the offer. As long as the receipt of this acceptance has not been confirmed by the entrepreneur, the consumer may dissolve the agreement.

3. If the agreement is created electronically, the entrepreneur will take appropriate technical and organizational measures to protect the electronic transfer of data and he will ensure a secure web environment. If the consumer is able to pay electronically, the entrepreneur will take appropriate safety measures.
4. The entrepreneur can - within legal frameworks - acquaint himself with the ability of the consumer to meet his payment obligations, as well as with 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 reason not to enter into the agreement, he is entitled to refuse an order or application or to attach special conditions to the implementation.
5. The entrepreneur will, together with the product or service, send the consumer the following information, in writing or in such a way that the consumer can store it in an accessible way on a durable data carrier:
  - the visiting address of the Entrepreneur's business establishment where the Consumer may lodge complaints;
  - the conditions on which and the way in which the Consumer may exercise the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
  - the information on guarantees and existing after-sales service;
  - the data included in article 4, paragraph 3 of these conditions, unless the entrepreneur has already provided the consumer with these data before the implementation of the agreement;
  - the requirements for cancelling the agreement if the agreement has a duration of more than one year or is indefinite.
6. In case of a long-term transaction, the provision in the previous paragraph only applies to the first delivery.
7. Every agreement is entered into under the suspensive conditions of sufficient availability of the products concerned.

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

##### *Upon delivery of products:*

1. When purchasing products, the consumer has the possibility of dissolving the contract, without giving reasons, during a period of 14 days. This cooling off period commences on the day after receipt of the product by the consumer or a previously designated by the consumer and the entrepreneur announced representative.
2. During this period, the consumer will handle the product and packaging with care. He will only unpack or use the product to the extent necessary to judge whether he wishes to keep the product. If he exercises his right of withdrawal, he will return the product with all accessories and - if reasonably possible - in the original condition and packaging to the entrepreneur, according to the entrepreneur provided reasonable and clear instructions.
3. When the consumer wishes to make use of his right of withdrawal, he is obliged to inform the entrepreneur of this within 14 days after receiving the product. The consumer must make this known by means of the model form or by means of another means of communication such as e-mail. After the consumer has made known that he/she wishes to make use of his/her right of withdrawal, the customer must return the product within 14 days. The consumer has to prove that the delivered goods have been returned in time, for example by means of a proof of posting.
4. If, at the end of the periods specified in paragraphs 2 and 3, the customer has not indicated that he wishes to exercise his right of withdrawal or has not returned the product to the entrepreneur, the purchase is a fact.

##### *In case of delivery of services:*

5. When services are supplied, the consumer has the option of dissolving the contract without giving reasons for a period of at least 14 days, starting on the day on which the contract was concluded.
6. To make use of his right of withdrawal, the consumer will focus on the reasonable and clear instructions provided by the entrepreneur in the offer and / or at the latest on delivery.

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

1. If the consumer makes use of his right of withdrawal, the maximum amount he can be charged for is the costs of return shipment.
2. If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible, but at the latest within 14 days after the withdrawal. This is subject to the condition that the product has already been received by the merchant or that conclusive proof of the return can be provided. The refund will be made via the same payment method used by the consumer, unless the consumer explicitly agrees to a different payment method.

3. If the product is damaged due to careless handling by the consumer, the consumer is liable for any reduction in value of the product.
4. The consumer cannot be held liable for a reduction in the value of the product if the entrepreneur has not provided all the legally required information about the right of withdrawal; this must be done prior to the conclusion of the purchase agreement.

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

1. The trader can preclude the consumer from having a right of withdrawal on products as described in paragraph 2 and 3. The preclusion of the right of withdrawal is only valid if the trader clearly stated this fact when making the offer, or at least in good time prior to conclusion of the contract.
2. Exclusion of the right of withdrawal is only possible for products
  - that have been created by the entrepreneur in accordance with the specifications of the consumer;
  - that are clearly of a personal nature;
  - that cannot be returned due to their nature
  - that spoil or age quickly;
  - whose price depends on fluctuations in the financial market on which the entrepreneur has no influence;
  - for single newspapers and magazines
  - audio and video recordings and computer software of which the consumer has broken the seal
  - for hygienic products of which the consumer has broken the seal.
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;
  - of which the delivery has started with the express consent of the consumer before the period for reflection has expired;
  - relating to 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 trader may offer products or services whose prices are subject to fluctuations in the financial market that are beyond the trader's control, at variable prices. This link to fluctuations and the fact that any prices mentioned are recommended prices will be mentioned with the offer.
3. Price increases within 3 months after the conclusion of the contract are only allowed if they are the result of statutory regulations or provisions.
4. Price increases from 3 months after the conclusion of the agreement are only allowed if the entrepreneur has stipulated it and:
  - a. they are the result of statutory regulations or stipulations; or
  - b. the consumer is authorized to terminate the contract on the day on which the price increase takes effect.
7. The prices mentioned in the offer of products or services include VAT.
8. All prices are subject to misprints and printing errors. No liability is accepted for the consequences of misprints and typesetting errors. In the event of misprints, the Entrepreneur is not obliged to deliver the product at the incorrect price.

#### **Article 10 - Compliance and Warranty**

1. The trader guarantees that the products and/or services fulfill the contract, the specifications stated in the offer, the reasonable requirements of reliability and/or serviceability and the statutory provisions and/or government regulations that existed on the date that the contract was concluded. If agreed, the entrepreneur also guarantees 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 that the consumer, based on the agreement, can assert against the entrepreneur.
3. Any defects or incorrectly delivered products should be reported to the entrepreneur in writing within 2 months after delivery. The products must be returned in the original packaging and in new condition.
4. The warranty period of the entrepreneur corresponds to the manufacturer's warranty period. 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 guarantee does not apply if:
  - The consumer has repaired and/or modified the delivered products himself or has had them repaired and/or modified by third parties;

- The delivered products have been exposed to abnormal conditions or are otherwise carelessly handled or contrary to the instructions of the entrepreneur and/or are treated on the packaging;
- The defectiveness is wholly or partially the result of regulations which the government has laid down or will lay down with regard to the nature or quality of the materials used.

#### **Article 11 - Delivery and implementation**

1. The company will take the greatest possible care when receiving and implementing orders for products and when assessing applications 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 expeditiously but not later than 30 days, unless the consumer has agreed to a longer delivery period. 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 30 days after the order was placed. In that case, the consumer has the right to dissolve the agreement free of charge. The consumer is not entitled to compensation.
4. All delivery periods are indicative. The consumer cannot derive any rights from any delivery dates 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. The fact that a replacement article is being delivered will be reported in a clear and comprehensible manner, at the latest upon delivery. The right of withdrawal cannot be excluded with replacement articles. The cost of any return shipment shall be borne by the entrepreneur.
7. The risk of damage and/or loss of products rests with the entrepreneur up to the moment of delivery to the consumer or a previously designated and notified to the entrepreneur representative, unless otherwise expressly agreed.

#### **Article 12 - Continuing transactions: duration, termination and extension**

##### *Termination*

1. The consumer may contract for indefinite and that extends to the regular delivery of products (including electricity) or services, at any time, denounce the applicable termination rules and a notice not exceeding one month.
2. The consumer may contract for a definite period and that extends to the regular delivery of products (including electricity) or services, at any time at the end of the fixed term denounce the applicable termination rules and a notice not exceeding one month.
3. The consumer can terminate the agreements referred to in the previous paragraphs
  - terminate them at all times and not be limited to termination at a specific time or during a specific period;
  - at least terminate them in the same manner as they were concluded by him;
  - always terminate them with the same period of notice as the entrepreneur has stipulated for himself.

##### *Extension*

4. An agreement that has been entered into for a definite period of time and that extends to the regular supply of products (including electricity) or services, may not be tacitly extended or renewed for a definite period of time.
5. In departure from the previous paragraph, a fixed-term contract that has been concluded for the regular supply of daily or weekly newspapers or magazines may be automatically prolonged for a fixed term that does not exceed three months, if the consumer has the right to terminate this prolonged contract towards the end of the prolongation, with a period of notice that does not exceed one month.
6. A fixed-term contract that has been concluded for the regular supply of products or services may only be automatically prolonged for an indefinite period of time if the consumer has at all times the right to terminate, with a period of notice that does not exceed one month and a period that does not exceed three months if the contract is to regularly supply daily or weekly newspapers or magazines, but less than once a month.
7. A contract with a limited term for the regular supply, by way of introduction, of daily or weekly newspapers and magazines (trial or introductory subscription) shall not be tacitly continued and shall end automatically at the end of the trial or introductory period.

##### *Duration*

8. If a contract lasts more than one year, after one year the consumer may at any time terminate with a notice of up to one month, unless the reasonableness and fairness resisting the termination before the end of the agreed term.

### **Article 13 - Payment**

1. As far as no other date has been agreed, sums payable by the consumer should be paid within seven working days after the start of the reflection period, as referred to in article 6, paragraph 1. In case of an agreement for the provision of a service, this period shall start after the consumer has received the confirmation of the agreement.
2. The consumer has the duty to inaccuracies in data supplied or specified payment immediately to the operator to report.
3. In case of non-payment on the part of the consumer, and subject to legal restrictions, the entrepreneur is entitled to charge the consumer for any reasonable costs made known to the consumer in advance.

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

1. The entrepreneur has a sufficiently published complaints procedure and handles the complaint in accordance with this complaints procedure.
2. Complaints about the implementation of the agreement must be fully and clearly described and submitted to the entrepreneur within two months after the consumer has found the defects.
3. Complaints submitted to the trader will be answered within a period of 14 days, calculated from the date of receipt. If a complaint requires a foreseeably longer processing time, the entrepreneur will respond within the period of 14 days with a message of receipt and an indication of when the consumer can expect a more detailed answer.
4. If the complaint cannot be solved in mutual consultation, a dispute arises that is subject to the dispute resolution procedure.
5. In case of complaints, a consumer should first turn to the entrepreneur. It is also possible to file a complaint 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, at his discretion, either replace or repair the delivered products free of charge.

### **Article 15 - Disputes**

1. Only Dutch law applies to agreements between the entrepreneur and the consumer to which these general terms and conditions apply. Even if the consumer lives abroad.
2. The Vienna Sales Convention does not apply.

### **Article 16 - Additional or different provisions**

Additional provisions or provisions that deviate from these general terms and conditions, may not be to the consumer's detriment and should be recorded in writing or in such a way that the consumer can store them in an accessible manner on a durable data carrier.