

# Terms and Conditions - v1

cavycare

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## General

These General Terms and Conditions have been established in consultation with a Consumer Organisation and have been in force since 13 October 2015.

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### Article 1 - Definitions

For the purposes of these conditions:

1. Additional agreement: an agreement whereby the consumer acquires products, digital content and/or services in connection with a distance contract and these goods, digital content and/or services are provided by the entrepreneur or by a third party on the basis of an agreement between that third party and the entrepreneur;
2. Cooling-off period: the period within which the consumer can make use of his right of withdrawal;
3. Consumer: the natural person who does not act for purposes related to his trade, business, craft or professional activity;
4. Day: calendar day;
5. Digital content: data produced and delivered in digital form;
6. Duration agreement: an agreement that extends to the regular delivery of goods, services and/or digital content during a certain period;
7. Durable medium: any tool - including e-mail - that enables the consumer or entrepreneur to store information that is addressed to him personally in a way that future consultation or use during a period that is tailored to the purpose for which the information is intended, and that allows unaltered reproduction of the stored information;
8. Right of withdrawal: the possibility of the consumer to waive the distance contract within the cooling-off period;
9. Entrepreneur: Cavycare, the legal entity that offers products, (access to) digital content and/or services to consumers remotely;
10. Distance contract: an agreement concluded between the entrepreneur and the consumer within the framework of an organized system for distance selling of products, digital content and/or services, whereby up to and including the conclusion of the agreement exclusively or partly use is made of one or more techniques for distance communication;
11. Model withdrawal form: the European model withdrawal form set out in Annex I to these conditions;
12. Technology for distance communication: means that can be used to conclude an agreement, without the consumer and entrepreneur having to have met in the same room at the same time;

### Article 2 - Identity of the entrepreneur

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The easiest way to reach us is by email with questions and comments: [info@cavycare.nl](mailto:info@cavycare.nl)

### Article 3 - Applicability

1. These general terms and conditions apply to every offer of the entrepreneur and to every distance contract concluded between entrepreneur and 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, the entrepreneur will indicate before the distance contract is concluded how the general terms and conditions can be viewed by the entrepreneur and that they will be sent free of charge as soon as possible at the request of the consumer.
3. By way of derogation from the previous paragraph and before the distance contract is concluded, if the distance

contract is concluded electronically, the text of these general terms and conditions can be made available to the consumer electronically in such a way that it can be easily stored by the consumer on a durable 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 read electronically and that they will be sent free of charge at the consumer's request by electronic means or otherwise.

4. In the event that specific product or service conditions apply in addition to these general terms and conditions, the second and third paragraphs apply mutatis mutandis and the consumer can always invoke the applicable provision that is most favorable to him in the event of conflicting 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 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, these are a true representation of the offered products, services and/or digital content. Obvious mistakes or obvious errors in the offer do not bind the entrepreneur.

3. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to the acceptance of the offer.

#### Article 5 - The Agreement

1. The agreement is concluded, subject to the provisions of paragraph 4, at the time of acceptance by the consumer of the offer and the fulfilment of the conditions laid down therein.

2. If the consumer has accepted the offer electronically, the entrepreneur immediately confirms by electronic means 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.

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 entrepreneur will take appropriate security measures to this end.

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 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 request or to attach special conditions to the execution.

5. At the latest upon delivery of the product, service or digital content to the consumer, the entrepreneur will send 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 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 can make use of the right of withdrawal, or a clear notification regarding the exclusion of the right of withdrawal;

c. the information about warranties and existing service after purchase;

d. the price including all taxes on 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 agreement if the agreement 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.

6. In the case of a duration transaction, the provision in the previous paragraph applies only to the first delivery.

#### Article 6 - Right of withdrawal

For products:

1. The consumer can dissolve an agreement with regard to the purchase of a product during a cooling-off period of at least 14 days without giving reasons. The entrepreneur may ask the consumer about the reason for withdrawal, but not oblige him to state his reason(s).

2. The cooling-off period referred to in paragraph 1 starts on the day after the consumer, or a third party designated in advance by the consumer, who is not the carrier, has received the product, or:

a. if the consumer has ordered several products in the same order: the day on which the consumer, or a third party designated by him, received the last product. The entrepreneur may, provided that he has clearly informed the consumer about this prior to the ordering process, refuse an order of several products with a different delivery time.

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 the last part;

c. in the case of agreements for regular delivery of products during a certain period: the day on which the consumer, or a third party designated by him, received the first product.

In the case of services and digital content not supplied on a material medium:

3. The consumer can dissolve a service agreement and an agreement for the delivery of digital content that has not been delivered on a material medium for a minimum of 14 days without giving reasons. The entrepreneur may ask the consumer about the reason for withdrawal, but not oblige him to state his reason(s).

4. The cooling-off period referred to in paragraph 3 starts on the day following the conclusion of the agreement.

Extended cooling-off period for products, services and digital content that has not been delivered on a material medium in case of non-information about the right of withdrawal:

5. If the entrepreneur has not provided the consumer with the legally required information about the right of withdrawal or the model withdrawal form, the cooling-off period expires twelve months after the end of the original cooling-off period determined in accordance with the previous paragraphs of this article.

6. If the entrepreneur has provided the consumer with the information referred to in the previous paragraph within twelve 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 - Obligations of the consumer during the cooling-off period

1. During the cooling-off period, the consumer will handle the product and the packaging with care. It will only unpack or use the product to the extent necessary to determine the nature, characteristics and functioning of the product. The starting point here is that the consumer may only handle and inspect the product as he should in a store.
2. The consumer is only liable for depreciation of the product resulting from a way of handling the product that goes beyond what is permitted in paragraph 1.
3. The consumer is not liable for depreciation of the product if the entrepreneur has not provided him with all legally required information about the right of withdrawal before or at the conclusion of the agreement.

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

1. If the consumer makes use of his right of withdrawal, he reports this to the entrepreneur within the cooling-off period by means of the model withdrawal form or in another unambiguous manner.
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 over to (an authorised representative of) the entrepreneur. This is not necessary if the entrepreneur has offered to collect the product himself. In any case, the consumer has observed the return period if he returns the product before the cooling-off period has expired.
3. The consumer returns the product with all delivered accessories, if reasonably possible in original condition and packaging, and in accordance with the reasonable and clear instructions provided by the entrepreneur.
4. The risk and burden of proof for the correct and timely exercise of the right of withdrawal lies with the consumer.
5. The consumer bears the direct costs of returning the product. If the entrepreneur has not reported that the consumer must bear these costs or if the entrepreneur indicates that he will bear the costs himself, the consumer does not have to bear the costs for return.
6. If the consumer withdraws after having first explicitly requested that the provision of the service or the supply of gas, water or electricity that have not been made ready for sale start in a limited volume or certain quantity during the cooling-off period, the consumer owes the entrepreneur an amount that is proportional to that part of the obligation that has been fulfilled by the entrepreneur at the time of withdrawal, compared to the full fulfilment of the undertaking.
7. The consumer shall not bear any costs for the performance of services or the supply of water, gas or electricity, which are not made ready for sale in a limited volume or quantity, or for the supply of district heating, if:
  - a. the entrepreneur has not provided the consumer with the legally required information about the right of withdrawal, the reimbursement of costs in the event of withdrawal or the model withdrawal form, or;
  - b. the consumer has not explicitly requested the start of the performance of the service or the supply of gas, water, electricity or district heating during the cooling-off period.
8. The consumer shall not bear any costs for the full or partial delivery of digital content not delivered on a material medium, if:
  - a. prior to its delivery, he has not expressly agreed to the cooperation of the agreement before the end of the cooling-off period;
  - b. he has not acknowledged losing his right of withdrawal when granting his consent; Or
  - c. the entrepreneur has failed to confirm this statement of the consumer.
9. If the consumer makes use of his right of withdrawal, all additional agreements will be dissolved by operation of law.

#### Article 9 - Obligations of the entrepreneur in the event of withdrawal

1. If the entrepreneur makes the notification of withdrawal by the consumer electronically possible, he will immediately send an acknowledgement of receipt after receipt of this notification.
2. The entrepreneur reimburses all payments of 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 informs him of the withdrawal. Unless the entrepreneur offers to collect the product himself, he may wait to refund until he has received the product or until the consumer demonstrates that he has returned the product, whichever is earlier.
3. The entrepreneur uses the same means of payment that the consumer has used for reimbursement, unless the consumer agrees to another method. The refund is free of charge for the consumer.
4. If the consumer has opted for a more expensive method of delivery than the cheapest 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 can exclude the following products and services from the right of withdrawal, but only if the entrepreneur has clearly stated this in the offer, at least in time for the conclusion of the agreement:

1. Products or services whose price is subject to fluctuations in the financial market over which the entrepreneur has no influence and which may occur within the withdrawal period
2. Agreements concluded during a public auction. A public auction is understood to mean a sales method in which products, digital content and/or services are offered by the entrepreneur to the consumer who is personally present or has the opportunity to be personally present at the auction, under the direction of an auctioneer, and where the successful bidder is obliged to purchase the products, digital content and/or services;
3. Service agreements, after full performance of the service, but only if:
  - a. the execution has started with the express prior consent of the consumer; And
  - b. the consumer has stated that he loses his right of withdrawal as soon as the entrepreneur has fully executed the agreement;
4. Service agreements for the provision of accommodation, if the agreement provides for a certain date or period of execution and other than for residential purposes, freight transport, car rental services and catering;
5. Agreements relating to leisure activities, if the agreement provides for a certain date or period of implementation thereof;
6. Products manufactured according to consumer specifications, which are not prefabricated and which are

- manufactured on the basis of an individual choice or decision of the consumer, or which are clearly intended for a specific person;
7. Products that spoil quickly or have a limited shelf life;
  8. Sealed products which, for reasons of health protection or hygiene, are not suitable for return and whose seal has been broken after delivery;
  9. Products that, by their nature, are irrevocably mixed with other products after delivery;
  10. Alcoholic beverages the price of which was agreed upon at the conclusion of the agreement, but whose delivery can only take place after 30 days, and whose actual value depends on fluctuations of the market over which the entrepreneur has no influence;
  11. Sealed audio, video recordings and computer software, the seal of which has been broken after delivery;
  12. Newspapers, magazines or magazines, with the exception of subscriptions there to them;
  13. The delivery of digital content other than on a material medium, but only if:
    - a. the execution has started with the express prior consent of the consumer; And
    - b. the consumer has stated that he loses his right of withdrawal.
  14. Products that are for apparent professional/professional use, either because of the quantity ordered or because of the nature of the product or if it concerns a business purchaser

#### Article 11 - The price

1. During the period of validity stated in the offer, the prices of the offered products and/or services will not be increased, except for price changes due to changes in VAT rates.
2. By way of derogation from the previous paragraph, the entrepreneur can offer products or services whose prices are subject to fluctuations in the financial market and over which the entrepreneur has no influence, with variable prices. This link to fluctuations and the fact that any prices quoted are target prices are mentioned in the offer.
3. Price increases within 3 months after 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 agreement are only permitted if the entrepreneur has stipulated this and:
  - (a) they are the result of legal regulations or provisions; Or
  - b. the consumer has the power to terminate the contract with effect from the day on which the price increase takes effect.
5. The prices mentioned in the offer of products or services include VAT.

#### Article 12 - Performance of the agreement and additional guarantee

1. The entrepreneur guarantees that the products and/or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of soundness and/or usability and the legal provisions and/or government regulations existing 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.
2. An additional guarantee 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 fulfil his part of the agreement.
3. An additional guarantee is understood to mean any obligation of the entrepreneur, his supplier, importer or producer in which he grants the consumer certain rights or claims that go beyond what he is legally obliged to do in the event that he has failed to fulfil his part of the agreement.

#### Article 13 - 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 entrepreneur.
3. Subject to what is stated in article 4 of these general terms and conditions, the entrepreneur will execute accepted orders expeditiously but no later than within 30 days, unless another delivery period has been agreed. If the delivery is delayed, or if an order cannot be executed or can only be partially executed, the consumer will receive notice of this no later than 30 days after he has placed the order. In that case, the consumer has the right to dissolve the agreement without costs and is entitled to any compensation.
4. After dissolution in accordance with the previous paragraph, the entrepreneur will immediately refund the amount that the consumer has paid.
5. The risk of damage and/or loss of products rests with the entrepreneur until the moment of delivery to the consumer or a pre-designated and announced representative to the entrepreneur, unless explicitly agreed otherwise.

#### Article 14 - Duration transactions: duration, termination and renewal

##### Termination:

1. The consumer can terminate an agreement that has been entered into for an indefinite period and that extends to the regular delivery of products (including electricity) or services, at any time with due observance of the agreed termination rules and a notice period of no more than one month.
2. The consumer can terminate an agreement that has been entered into for a de determined period and that extends to the regular delivery of products (including electricity) or services, at any time towards the end of the fixed term, subject to the agreed termination rules and a notice period of no more than one month.
3. The consumer may conclude the agreements referred to in the previous paragraphs:
  - cancel at all times and are not limited to termination at a certain time or in a certain period;
  - at least cancel in the same way as they have been entered into by him,
  - always cancel with the same notice period as the entrepreneur has stipulated for himself.

##### Extension:

4. An agreement that has been entered into for a de determined period and that extends to the regular delivery of products (including electricity) or services, may not be tacitly renewed or renewed for a certain period of time.
5. By way of derogation from the previous paragraph, an agreement that has been entered into for a de determined period and that extends to the regular delivery of daily news and weekly newspapers and magazines may be tacitly renewed for a fixed period of up to three months, if the consumer can terminate this extended agreement by the end

of the extension with a notice period of no more than one month.

6. An agreement that has been entered into for a deterrent period and that extends to the regular delivery of products or services may only be tacitly renewed for an indefinite period if the consumer may cancel at any time with a notice period of no more than one month. The notice period is no more than three months in case the agreement extends to the regular, but less than once a month, delivery of daily, news and weekly newspapers and magazines.

7. An agreement with a limited duration to the regular delivery of daily, news and weekly newspapers and magazines (trial or introductory subscription) is not tacitly continued and ends automatically after the trial or introductory period.

Duration:

8. If an agreement has a duration of more than one year, the consumer may terminate the agreement at any time after one year with a notice period of no more than one month, unless reasonableness and fairness oppose termination before the end of the agreed duration.

#### Article 15 - Payment

1. Unless otherwise stipulated in the agreement or additional conditions, the amounts owed by the consumer must be paid within 14 days after the start of the cooling-off period, or in the absence of a cooling-off period within 14 days after the conclusion of the agreement. In the case of an agreement to provide a service, this period starts on the day after the consumer has received the confirmation of the agreement.

2. When selling products to consumers, the consumer may never be obliged to pay more than 50% in advance in general terms and conditions. When prepayment has been stipulated, the consumer cannot assert any right regarding the execution of the relevant order or service(s), before the stipulated prepayment has taken place.

3. The consumer has the duty to report inaccuracies in payment details provided or stated to the entrepreneur without delay.

4. If the consumer does not fulfil his payment obligation(s) in time, after he has been informed by the entrepreneur of the late payment and the entrepreneur has granted the consumer a period of 14 days to still meet his payment obligations, after the failure to pay within this 14-day period, he owes the statutory interest on the amount still owed 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 EUR 2,500; 10% on the subsequent EUR 2,500 and 5% on the next EUR 5,000,= with a minimum of EUR 40,=. The entrepreneur may deviate from the aforementioned amounts and percentages for the benefit of the consumer.

#### Article 16 - Complaints procedure

1. The entrepreneur has a sufficiently publicized complaints procedure and handles the complaint in accordance with this complaints procedure.

2. Complaints about the performance of the agreement must be submitted to the entrepreneur in full and clearly described within a reasonable time after the consumer has found 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 foreseeable longer processing time, the entrepreneur will respond within the period of 14 days with a message of receipt and an indication when the consumer can expect a more detailed answer.

4. If the complaint cannot be resolved by mutual agreement within a reasonable period of time or within 3 months after the complaint has been submitted, a dispute arises that is susceptible to the dispute settlement.

#### Article 17 - Disputes

1. Only Dutch law applies to agreements between the entrepreneur and the consumer to which these general terms and conditions relate.

2. Disputes between the consumer and the entrepreneur about the conclusion or execution of agreements with regard to products and services to be delivered or delivered by this entrepreneur, can, subject to the provisions below, be submitted to the court by both the consumer and the entrepreneur,

#### Article 18 - Additional or derogations

Additional or different provisions 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 durable medium.

#### Article 19 - Amendment of the general terms and conditions

1. Changes to these terms and conditions shall only take effect after they have been published in an appropriate manner, on the understanding that in the event of applicable changes during the term of an offer, the provision most favourable to the consumer will prevail.

#### Article 20 - Rejection of liability

Despite careful monitoring, we cannot accept any liability for the content of external links. Only the relevant owner is responsible for the content of externally linked pages.

#### Article 21 - Final provision

If any provision mentioned above is not or only partially valid, or loses its legal validity in the future, all other provisions shall remain in full force and effect.

#### Appendix 1 MODEL FORM RETURNS

Copy this form and send it filled in by email or post to Cavycare within 15 days of receiving the goods.

The details can be found on your invoice and/or the order confirmation email.

We will contact you immediately about the method of return.

Cavycare  
The Tuier 64  
6562 RB Groesbeek

Netherlands

I hereby inform you that I withdraw from our agreement on the sale of goods and wish to return the goods. I declare that the goods are in new condition and original packaging.

Description of goods:  
(give name and quantity of the goods to be returned)

Order number or invoice number:

Order date or invoice date:

Date of receipt of goods:

Name:

If this form is sent on paper

Signature and date of signature: