

# Terms and Conditions - v3

Centrum-voor-Quantum-Psychologie

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General Terms and Conditions Center for Quantum Psychology

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Article 1 - Definitions

In these terms and conditions::

1. Consider: the period within which the consumer can use his right of withdrawal;
2. Consumer: the natural person who does not act in the exercise of a profession or business and enters into a distance agreement with the entrepreneur;
3. Day: calendar day;
4. Duration transaction: a distance agreement with regard to a series of products and/or services, the delivery and/or purchase obligation of which is spread over time;
5. Sustainable data carrier: every means that enables the consumer or entrepreneur to store information that is personally addressed to him in a way that makes future consultation and unchanged reproduction of the stored information possible.
6. Right of withdrawal: the possibility for the consumer to refrain from the remote agreement within the cooling -off period;
7. Model form: the model form for withdrawal that makes the entrepreneur available who can fill in a consumer if he wants to use his right of withdrawal.
8. Entrepreneur: the natural or legal person who offers products and/or services remotely to consumers;
9. Agreement at a distance: an agreement in which in the context of a system for sales of products and/or services organized by the entrepreneur, up to and including the conclusion of the agreement, only one or more techniques for distance communication is used;
10. Technology for remote communication: means that can be used for concluding an agreement, without the consumer and entrepreneur being simultaneously gathering in the same room.
11. General terms and conditions: the present general terms and conditions of the entrepreneur.

Article 2 - Identity of the entrepreneur

Name entrepreneur: John Manders H/O Center for Quantum Psychology

Location address: Steve Bikostraat 124, 2033 DV Haarlem

Visiting address: (if this deviates from the location address)

Telephone number: 06-47844208, available during office hours

E-mail address: info@quantumpscychology.nl

Chamber of Commerce number: 68838093

VAT identification number: N.V.T.

Article 3 - Applicability

1. These General Terms and Conditions apply to every offer of the entrepreneur and to every distance agreement and orders between entrepreneur and consumer.
2. Before the distance agreement 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 distance agreement is concluded, it will be indicated that the general terms and conditions can be viewed at the entrepreneur and they will be sent free of charge as soon as possible at the request of the consumer.
3. If the distance agreement is concluded electronically, contrary to the previous paragraph and before the distance agreement is concluded, the text of these general terms and conditions can be made available to the consumer electronically in such a way that the consumer can easily be stored on a sustainable data carrier. If this is not reasonably possible, before the distance agreement is concluded, it will be indicated where the general terms and conditions can be taken into account electronically and that they will be sent free of charge electronically or in any other way at the request of the consumer.
4. In the event that specific product or service conditions apply in addition to these general terms and conditions, the second and third paragraph applies mutatis mutandis and the consumer can always rely on the applicable provision that is the most favorable for him in the event of conflicting general terms and conditions.
5. If one or more provisions in these General Terms and Conditions are wholly or partially invalid at any time, then the agreement and these terms and conditions will remain in position for the rest and the relevant provision will be replaced immediately in mutual consultation by a provision that the scope of the original is approached as much as possible.
6. Situations that are not regulated in these general terms and conditions must be assessed "in the spirit" of these general terms and conditions.
7. Unclearness about the explanation or content of one or more provisions of our conditions must be explained "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 subject to conditions, this will be explicitly stated in the offer.
2. The range 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 offered. The description is sufficiently detailed to make a good assessment of the offer possible by the consumer. If the entrepreneur uses images, they are a truthful representation of the products and/or services offered. Obvious mistakes or apparent errors in the offer do not bind the entrepreneur.
4. All images, specifications data in the offer are indication and cannot be a reason for compensation or termination of the agreement.
5. Images with products are a truthful representation of the products offered. Entrepreneur cannot guarantee that the displayed colors will exactly match the real colors of the products.
6. Each offer contains such information that it is clear to the consumer what the rights and obligations are associated with the acceptance of the offer. This concerns in particular:
  - the price including taxes;
  - the possible costs of shipment;
  - the way in which the agreement will be concluded and what actions are required for this;
  - whether or not the right of withdrawal applies;
  - the method of payment, delivery and execution of the agreement;
  - the period for acceptance of the offer or the period within which the entrepreneur guarantees the price;
  - the amount of the distance for remote communication if the costs of using the remote communication are calculated on a basis other than the regular basic rate for the means of communication;
  - whether the agreement is archived after the conclusion, and if so how it can be consulted for the consumer;
  - the way in which the consumer, before concluding the agreement, can check the information provided by him in the context of the Agreement and restore it if desired;
  - any other languages in which, in addition to Dutch, the agreement can be concluded;
  - the codes of conduct to which the entrepreneur has subjected himself and the way in which the consumer can consult these codes of conduct electronically; and
  - the minimum duration of the distance agreement in the event of a duration transaction.
- Optional: available sizes, colors, type of materials.

#### 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 compliance with the conditions set with it.
2. If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm receipt of the acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed by the entrepreneur, the consumer can terminate the agreement.
3. If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to protect the electronic transfer of data and ensures a safe web environment. If the consumer can pay electronically, the entrepreneur will take appropriate safety measures for this.
4. The entrepreneur can - within the 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 interlocutory. If the entrepreneur has good grounds on the basis of this investigation not to enter into the agreement, he is entitled to refuse an order or request or to attach special conditions to the implementation.
5. With the product or service to the consumer, the entrepreneur will send the following information in writing or in such a way that the consumer can be stored in an accessible manner on a sustainable data carrier:
  - a. the visiting address of the entrepreneur location where the consumer can go with complaints;
  - b. the conditions under which and the way in which the consumer can use the right of withdrawal, or a clear report on the exclusion of the right of withdrawal;
  - c. the information about guarantees and existing service after purchase;
  - d. the information included in Article 4 paragraph 3 of these terms and conditions, unless the entrepreneur has already provided this information to the consumer before the implementation of the agreement;
  - e. The requirements for cancellation of the agreement if the agreement has a duration of more than one year or is an indefinite duration.
6. In the event 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 products concerned.

#### Article 6 - Right of withdrawal

##### Upon delivery of products:

1. When purchasing products, the consumer has the option of dissolving the agreement for 14 days without giving reasons. This cooling -off period starts on the day after receipt of the product by the consumer or a representative designated by the consumer in advance and to the entrepreneur.
2. During the cooling -off period, the consumer will handle the product and the packaging carefully. He will only unpack or use the product to that extent insofar as it is necessary to be able to assess whether it wishes to retain the product. If he uses his right of withdrawal, he will return the product with all supplied accessories and - if reasonably possible - in the original condition and packaging to the entrepreneur, in accordance with the reasonable and clear instructions provided by the entrepreneur.
3. If the consumer wishes to make use of his right of withdrawal, he is obliged to make this known to the entrepreneur within 14 days, after receiving the product. The consumer must make it known via the model form. After the consumer has made it known that he wants to make use of his right of withdrawal, the customer must 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 shipment.
4. If, after the end of the periods mentioned in paragraphs 2 and 3, the customer has not made known to make use of his right of withdrawal resp. The product has not returned to the entrepreneur, the purchase is a fact.

##### Upon delivery of services:

1. Upon delivery of services, the consumer has the option of terminating the agreement without giving reasons for at least 14 days, starting on the day of entering into the agreement.
2. In order to make use of his right of withdrawal, the consumer will focus on the reasonable and clear instructions provided by the entrepreneur with the offer and/or at the latest when delivering in this regard.

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

1. If the consumer uses his right of withdrawal, the costs of return are for his account.
2. If the consumer has paid an amount, the entrepreneur will repay this amount as soon as possible, but no later than 14 days after withdrawal. The condition that the product has already been received by the web retailer or conclusive

proof of complete return can be submitted. Relocation will be made via the same payment method used by the consumer unless the consumer gives explicit permission for another payment method.

3. In case of damage to the product by careless handling by the consumer himself, the consumer is liable for any reduction in value of the product.

4. The consumer cannot be held liable for value reduction of the product if not all legally required information about the right of withdrawal has been provided by the entrepreneur, this must be done before concluding the purchase agreement.

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

1. The entrepreneur can exclude the right of withdrawal of the consumer for products as described in paragraphs 2 and 3. The exclusion of the right of withdrawal only applies if the entrepreneur has clearly stated this in the offer, at least in time before the conclusion of the agreement.
2. Exclusion of the right of withdrawal is only possible for products:
  - a. that have been established by the entrepreneur in accordance with the consumer specifications;
  - b. who are clearly personal in nature;
  - c. that cannot be returned by their nature;
  - d. who can spoil or age quickly;
  - e. of which the price is bound by fluctuations on the financial market on which the entrepreneur has no influence;
  - f. for individual newspapers and magazines;
  - g. For audio and video recordings and computer software of which the consumer has broken the seal.
  - h. For hygienic products whose consumers have broken the seal.
3. Exclusion of the right of withdrawal is only possible for services:
  - a. Conducting accommodation, transport, restaurant company or leisure activities on a specific date or during a certain period;
  - b. whose delivery has started with the express consent of the consumer before the cooling -off period has expired;
  - c. concerning bets and lotteries.

#### Article 9 - The price

1. During the validity period stated in the offer, the prices of the products and/or services offered are not increased, subject to price changes as a result of changes in VAT rates.
2. Contrary to the previous paragraph, the entrepreneur can offer products or services whose prices are bound by fluctuations on the financial market and on which the entrepreneur has no influence, with variable prices. This bondage to fluctuations and the fact that any prices mentioned are target prices are stated with the offer.
3. Price increases within 3 months of the conclusion of the agreement are only permitted if they are the result of legal regulations or provisions.
4. Price increases from 3 months after the conclusion of the agreement are only permitted if the entrepreneur has stipulated this and:
  - a. these are the result of legal regulations or provisions; or
  - b. The consumer has the authority to cancel the agreement with effect from the day on which the price increase starts.
5. The prices mentioned in the offer of products or services include VAT.
6. All prices are subject to printing and typing errors. No liability is accepted for the consequences of printing and typing errors. In the event of printing and typing errors, the entrepreneur is not obliged to deliver the product according to the incorrect price.

#### Article 10 - Conformity and warranty

1. The entrepreneur guarantees that the products and/or services comply with the agreement, the specifications stated in the offer, to the reasonable requirements of reliability 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. A guarantee 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. Any defects or incorrectly delivered products must be reported to the entrepreneur in writing within 4 weeks of delivery. Return of the products must be done in the original packaging and in new condition.
4. The entrepreneur's warranty period corresponds to the factory warranty period. However, the entrepreneur is never responsible for the ultimate suitability of the products for each individual application by the consumer, nor for any advice with regard to the use or application of the products.
5. The warranty does not apply if:
  6. the consumer has repaired and/or has it repaired or has repaired by third parties and/or edit the delivered products;
  7. The products delivered to abnormal circumstances have been exposed or otherwise carelessly treated or are contrary to the instructions of the entrepreneur and/or treated on the packaging;
  8. The defectiveness is wholly or partly the result of regulations that the government has or will set with regard to the nature or quality of the materials applied.

#### Article 11 - Delivery and implementation

1. The entrepreneur will observe the greatest possible care when receiving and in the implementation of orders of products and when assessing applications for services.
2. As a place of delivery, the address that the consumer has made known to the company.
3. With due observance of what is stated on this in paragraph 4 of this article, the company will execute accepted orders with due speed but at the latest within 30 days, unless the Consumer has agreed to a longer delivery period. If the delivery is delayed, or if an order cannot or can only be carried out in part, the consumer will notify this no later than 30 days after he has placed the order. In that case, the consumer has the right to terminate the agreement without costs. The consumer is not entitled to compensation.
4. All delivery times are indicative. The consumer cannot derive any rights from any times mentioned. Exceeding a term does not entitle the consumer to compensation.
5. In the event of dissolution in accordance with paragraph 3 of this article, the entrepreneur will refund the amount that the consumer has paid as soon as possible, but no later than within 14 days after dissolution.
6. If the delivery of an ordered product turns out to be impossible, the entrepreneur will make an effort to make a replacement item available. It will be reported in a clear and understandable manner at the latest that a replacement item will be delivered. With replacement articles, the right of withdrawal cannot be excluded. The costs of a possible return shipment are for the account of 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 designated and announced to the entrepreneur, unless explicitly agreed otherwise.

## Article 12 - Duration transactions: Duration, cancellation and extension

### Notice

1. The consumer may at all times cancel an agreement that has been entered into an indefinite period of time and that intends to regularly deliver products (including electricity) or services with due observance of agreed cancellation rules and a notice period of at most one month.
2. The consumer may at all times cancel an agreement that has been entered into for a fixed period and that intends to regularly deliver products (including electricity) or services at the end of the fixed duration with due observance of agreed cancellation rules and a cancellation period of at most one month.
3. The consumer can do the agreements mentioned in the previous members:
  - Cancel at all times and are not limited to cancellation at a certain time or in a certain period;
  - at least cancel in the same way as they have 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 fixed -term period and that extends to the regular delivery of products (including electricity) or services may not be tacitly extended or renewed for a certain duration.
5. Contrary to the previous paragraph, an agreement that has been entered into for a fixed period and that intends to regularly deliver daily news and weekly newspapers and magazines may be extended for a certain duration of a maximum of three months, if the consumer can cancel this extended agreement by the end of the extension with a cancellation period of no more than one month.
6. An agreement that has been entered into for a fixed period and that is intended to regularly deliver products or services may only be tacitly extended for an indefinite period if the consumer can at any time cancel with a cancellation period of at most one month and a notice period of at most three months in the event that the agreement is arranged, but less than once per month.
7. An agreement with a limited duration to arranged regularly to introduce day, news and weekly newspapers and magazines (test or introductory subscription) is not tacitly continued and ends automatically after the end of the test or introduction period.

### Duration

8. If an agreement has a duration of more than a year, the consumer may at any time cancel the agreement with a cancellation period of at most one month, unless reasonableness and fairness oppose cancellation before the end of the agreed duration.

## Article 13 - Payment

1. To the extent that it has not been agreed otherwise, the amounts owed by the consumer must be paid within 7 working days after the start of the cooling -off period as referred to in Article 6, paragraph 1. In the event 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 provided or stated payment data to the entrepreneur.
3. In the event of default of the consumer, the entrepreneur has the right to charge the consumer known to the consumer, subject to legal restrictions.

## Article 14 - Complaints procedure

1. The entrepreneur has a sufficiently announced complaints procedure and handles the complaint in accordance with this complaints procedure.
2. Complaints about the implementation of the agreement must be submitted to the entrepreneur in full and clearly defined within 7 days, 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 answer 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 in mutual consultation, a dispute that is susceptible to the dispute settlement scheme arises.
5. In the event of complaints, a consumer must first of all turn to the entrepreneur. It is also possible to report complaints via the European ODR platform (<http://ec.europa.eu/odr>).
6. A complaint does not suspend the entrepreneur's obligations, unless the entrepreneur indicates otherwise in writing.
7. If a complaint is found to be justified by the entrepreneur, the entrepreneur will, at her choice or the products delivered free of charge, replace or repair it free of charge.

## Article 15 - Disputes

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

## Article 16 - Additional or different provisions

Additional 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 in an accessible manner on a sustainable data carrier in an accessible manner