



General Terms And Conditions CG Baits

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Article 1-definitions

In these conditions, the following definitions shall apply:

1. **Cooling-off period:** the period during which the consumer can make his cancellation law;
2. **consumer:** a natural person not acting in the exercise of job or be-driving and a distance contract with the entrepreneur;
3. **Day:** calendar day;
4. **Duration transaction:** a distance contract in connection with a series of products and/or services, whose supply and/or purchase obligation in time has spread;
5. **Durable medium:** any means that allows the consumer or business owner information that is addressed to him personally, store in a way that future consultation and unaltered reproduction of the information stored.
6. **Right of withdrawal:** the possibility for the consumer to within the cooling-off period opt out of the contract;
7. **Entrepreneur:** the natural or legal person who remotely products and/or services to consumers;
8. **Distance contract:** means a contract in which in the context of an entrepreneur by the on-organized system for distance selling of products and/or services, to the conclusion of the agreement exclusive use of one or more means of distance communication;
9. **Means of distance communication:** means that can be used to conclude a contract, without the consumer and entrepreneur in the-same place.
10. **General conditions:** these general terms and conditions of the business owner.

Article 2-the entrepreneur's identity

CG Baits and/or CG Baits International

Marsmanhove 81, 2726 DA te Zoetermeer;

Phone number: +31 (0)6-41977302 to reach during office hours from 09.00-17.00 hours.

E-mailaddress: info@cgbaits.nl

CvC-number: NL64802248

VAT-identification number: NL181716203B01

Article 3-scope of application

1. These general conditions apply to all offers of the entrepreneur and on any distance contract concluded and orders between entrepreneur and consumer.
2. Before the distance contract is concluded, the text of these terms and conditions will be made available to the consumer. If this is not reasonably possible, will before the distance contract is concluded, indicated that the General conditions at the entrepreneur and, at the request of the consumer as quickly as possible be sent free of charge.
3. If the distance contract is concluded electronically, then by way of derogation from the previous paragraph, and before the distance contract is concluded, the text of these general conditions available to the consumer by electronic means, in such a way that the consumer can easily store them on a durable medium. If this is not reasonably possible, will before the distance contract is concluded, be indicated where the General conditions by electronic means can be heard and that they are at the consumer's request, by electronic means or otherwise will be sent free of charge.
4. In addition to these specific product or service terms and conditions-conditions apply, the second and third paragraphs shall apply mutatis mutandis and the consumer in the event of conflicting terms and conditions becoming famous-pen on the applicable provision that is most favorable to him.
5. If one or more provisions in these general terms and conditions be void in whole or in part, at any time or be destroyed, then the agreement and these terms and conditions for the rest, and will the relevant provision in concert shall, without delay, be replaced by a provision that the thrust of the original as much as possible approached.
6. Situations not listed in this terms and conditions are governed, should be assessed ' in spirit ' of these general conditions.
7. Lack of clarity about the interpretation or content of one or more provisions of our terms and conditions, to be explained ' the spirit ' of these terms and conditions.

Article 4-the offer

1. If an offer is subject to a limited duration or 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. The description is sufficiently detailed to a proper assessment of the offer by the consumer as possible. If the entrepreneur uses images, these are a true reflection of the products and/or services. Obvious mistakes or obvious errors in the offer shall be binding on the entrepreneur.
4. All pictures, specifications data in the offer are indication and cannot give rise to compensation or dissolution of the agreement.
5. Images at products are a true reflection of the offered products. Entrepreneur cannot guarantee that the colors displayed exactly match the real colors of the products.
6. Each offer will contain such information that clear to the consumer what rights and obligations are involved in accepting the offer. This concerns in particular:
 - the price including taxes;
 - the possible cost of shipping;
 - the way in which the contract shall be concluded and which actions this will require;
 - whether or not application of the right of withdrawal;
 - the arrangements for payment, delivery or implementation of the agreement;
 - whether the agreement is filed subsequent to its conclusion, and if so how the consumer to consult it;

- the way the consumer, for the conclusion of the agreement, the information provided under the agreement can rectify these;
- the languages in which, in addition to the Dutch, the contract can be concluded;
- the conduct to which the entrepreneur has subject and the way in which the consumer can consult by electronic means; and
- the minimum duration of the contract in case of an expensive transaction.

Article 5-the contract

1. The agreement is subject to the provisions of paragraph 4, at the time the consumer accepts the offer and comply with the corresponding conditions.
2. If the consumer has accepted the offer electronically, confirms the on-dernemer shall, without delay, by electronic means to the receipt of the acceptance of the bid. Until receipt of this acceptance has not been confirmed, the consumer may rescind the contract.
3. If the contract is concluded electronically, the trader will take appropriate technical and organizational measures to secure the electronic transfer of data and will ensure a secure Web environment. If the consumer can pay electronically, the trader will appropriate security measures.
4. the economic operator may-within statutory frameworks-about the consumer's ability to fulfill his payment obligations, as well as of all those facts and factors that belong to a responsible conclusion of the distance contract. If the under taker under this research good grounds to enter into the contract, he is entitled to refuse an order or request or motivated to the performance special conditions.
5. the company will at the product or service to the consumer the following information, in writing or in such a way that the consumer can store it on an accessible durable medium:
 - a. the visiting address of the trader's business where the consumer can lodge complaints;
 - b. the conditions under which and how the consumer can make use of the right of withdrawal, or a clear statement regarding the exclusion of the Hall-pings law;
 - c. information on existing after-sales service and guarantees;
 - d. the conditions in article 4 paragraph 3 of these captured data, unless the trader has already provided the consumer with this data before the implementation of the contract;
 - e. the requirements for cancellation of the agreement if the contract has a duration of more than one year or is indefinite.
6. In the case of an expensive transaction, the stipulation in the previous paragraph applies only to the first delivery.
7. Each agreement is entered into under the suspensive conditions of sufficient availability of the products.

Article 6-right of withdrawal

Upon delivery of products:

1. When purchasing products, the consumer has the ability to dissolve the contract, without giving reasons for 14 days. This period commences on the day following receipt of the product by or on behalf of the consumer and the trader representative announced.
2. During this period, the consumer shall handle the product and packaging-king. He will only unpack or use the product to the extent necessary in order to assess whether he wishes to keep the product. If he makes, he will use his cancellation-right the product and-if more reasonable-way possible-in the original condition and packaging to return the entrepreneur, in accordance with the reasonable and by the entrepreneur clear instructions.
3. If the consumer wishes to exercise his right of withdrawal he shall, within 14 days after receipt of the product, to make known to the entrepreneur. Making known the consumer to do so via an e-mail to info@cgbaits.nl. After the consumer expressed wanting to make use of his right of withdrawal, the customer must return the product within 14 days. The consumer must prove that the goods delivered are returned in a timely manner, through a proof of dispatch with track and trace code.
4. If the customer after expiration of the periods referred to in paragraph 2 and 3 not to want to make known has made use of his right of withdrawal or the product does not meet the under taker has returned, the sale is a fact.

Article 7-costs of withdrawal

1. If the consumer exercises his right of withdrawal, the cost of back-shipment.
2. If the consumer has paid an amount, the entrepreneur this amount as soon as possible, but no later than 14 days after withdrawal. This is the for-provided the product is already received by the webshop owner or conclusive evidence of complete return is required. Refund will be made via the same be-language method that has been used by the consumer unless the consumer expressly consents to a different payment method.
3. In case of damage to the product by careless handling by the consumer is the consumer liable for any depreciation of the product.
4. The consumer shall not be liable for any depreciation of the pro-duct when the trader not all regulatory information about withdrawal-law is provided, this should be done before closing the sale agreement.

Article 8-exclusion of the right of withdrawal

1. The trader may exclude the right of withdrawal by the consumer for products such as defined in paragraph 2 and 3. The exclusion of the right of withdrawal is valid only if the on-der-nemer this clearly in the offer, at least in time for the conclusion of the agreement, has mentioned.
2. Exclusion of the right of withdrawal is only possible for products:
 - a. that the trader made in accordance with specifications of the con-consumer;
 - b. which by their nature cannot be returned;
 - c. that rapidly decay or become obsolete;
 - d. for hygienic products for which the consumer has broken the seal.

Article 9-the price

1. During the period mentioned in the offer the prices of the available products and/or services are not increased, except for price changes due to changes in VAT rates.
2. by way of derogation from the previous paragraph, the trader may products or services whose prices are subject to fluctuations in the financial market and where the entrepreneur's in-flood on, with variable prices. These fluctuations and the fact that any price mentioned in the offer.
3. Price increases within 3 months after the conclusion of the agreement are only allowed if they are the result of statutory regulations or stipulations.
4. Price increases from 3 months after the conclusion of the agreement are only allowed if the entrepreneur has agreed and:
 - a. they are the result of statutory regulations or provisions; or
 - b. the consumer the power to terminate the contract on the day on which the price increase takes effect.
5. In the offer of products or services mentioned prices include VAT.
6. All rates are subject to pressure – and typesetting errors. For the consequences of pressure – and typesetting errors no liability is accepted. At pressure – the entrepreneur is not mandatory and typesetting errors the product according to the erroneous price.

Article 10-compliance and warranty

1. The company guarantees that the products and/or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or usability and on the date of the conclusion of the agreement existing legal provisions and/or Government regulations. The entrepreneur does not guarantee the suitability of the product other than for normal use.
2. A guarantee by the trader, manufacturer or importer does not alter the law-administrative rights and claims that the consumer under the agreement in front of the entrepreneur can do.
3. Any defects or wrong products delivered must within 2 weeks of delivery to the entrepreneur to be reported in writing. Return of the products must be made in the original packaging and in new condition condition as well.
4. The warranty period of the entrepreneur corresponds to the factory guarantee period. The on-der-nemer, however, is ever responsible for the ultimate suitability of the products for each individual application by the consumer, nor for any advice as to its use or application of the products.
5. The warranty does not apply if:
 - a. The consumer the delivered products itself has modified or edited by third parties-ken;
 - b. the delivered products are exposed to unusual circumstances or otherwise on-be treated care-

fully or contrary to the instructions of the entrepreneur and/or on the packaging are treated;
c. the inferiorly in whole or in part the result of rules that the Government has asked or will couples regarding the nature or the quality of the applied materials.

Article 11-delivery and execution

1. The trader will take the greatest possible care when receiving and implementing orders for products and when assessing claims gene for the provision of services.
2. The place of delivery is the address that the consumer to the company made.
3. Subject to what is stated in paragraph 4 of this article, the company activated cepteerde orders within 30 days, unless a consumer has agreed to a longer delivery period. If delivery or de-lay, if an order is not or only partially performed, the consumer of this no later than 30 days after the order was placed. The consumer in this case the right to terminate the contract without penalty. The consumer has no right to compensation.
4. All delivery times are indicative. -Limits the consumer may not to any rights. Exceeding a term gives consumers no right to compensation.
5. In case of dissolution in accordance with the paragraph 3 of this article, the trader will refund the consumer with the sum paid as soon as possible but no later than 14 days after dissolution.
6. If delivery of an ordered product proves impossible, the entrepreneur will in-to make available a replacement article. At the latest at the time of delivery will be reported in a clear and comprehensible manner that a replacement article is delivered. To substitute items, the right of withdrawal cannot be ruled out. 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 trader up to the moment of delivery to the consumer to, unless otherwise expressly agreed.

Article 12-Payment

1. The amounts owed by the consumer must be met.
2. The consumer is obliged to have inaccuracies in payment data provided or stated on-verwijld to the entrepreneur.
3. In the event of non-payment on the part of the consumer, the trader has to incorporate, subject to statutory be-the right to advance to the consumer reasonable costs to charge.

Article 14-complaints procedure

1. Complaints about the performance of the contract must be within 7 days fully and clearly well-defined and feature images in case of damage shall be submitted to the under taker, after the consumer has found the flaws.
2. Within a period of 14 days after the date of receipt. If longer processing by a complaint, the entrepreneur within the period of 14 days replied with a message of receipt and an indication when the consumer can expect a more detailed ant-Word.
3. If the complaint cannot be solved in joint consultation, a dispute arises which the entrepreneur will dissolve the sale under condition that the delivered goods violated an be returned.
4. A complaint suspends the obligations of the entrepreneur not written on, unless the trader-corpse indicates otherwise.
5. If a complaint is found to be well founded by the entrepreneur, the entrepreneur will at its option replace free of charge the delivered products or.

Article 15-disputes

1. On agreements between the entrepreneur and the consumer to which these general conditions relate, is exclusively Dutch law is applicable. Also if the consumer is resident abroad.
2. The Vienna Sales Convention shall not apply.

Article 16-additional or different terms

Additional or different terms these terms and conditions may not be to the detriment of the consumer and should be recorded in writing or in such a way that the consumer can be on an accessible stored on a durable medium.

Withdrawal form

(fill out and return this form only if you want to revoke the agreement)

- To
CG Baits
Marsmanhove 81
2726 DA Zoetermeer Nederland
info@cgbaits.nl
+31641977302

— I/we (*) share/share (*) you hereby that I/we (*) our agreement on the sale of the following goods/supply of the following recall/withdraw service (*):

— Ordered on (DD-MM-YYYY):

— order number:

— Retrieved on (DD-MM-YYYY):

— Naam/Namen consument(en)

— Address of consumer (s):

— IBAN accoun number:

— Signature of consumer (s) (only if this form is submitted on paper)

— Date(DD-MM-YYYY):

(*) Delete if not applicable.