

Terms and Conditions of FlipperSloop.nl

Article 1 - Definitions.

In 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 appointment between the third party and the entrepreneur.
- 2. Reflection 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. Term Agreement:** An agreement that extends to the regular delivery of goods, services and / or digital content during a certain period.
- 7. Durable data carrier:** Every device - 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 geared to the purpose for which the information is intended, and which allows unaltered reproduction of the stored information.
- 8. Right of return policy:** The possibility for the consumer to return policy from the distance contract within the cooling-off period.
- 9. Entrepreneur:** The natural or legal person who offers products, (access to) digital content and / or services to consumers at a distance.
- 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 use is made of one or more techniques for remote communication.
- 11. Model form for return policy:** The European model form for return policy included in Appendix I of these conditions. Annex I does not have to be made available if the consumer does not have a right of return regarding his order.
- 12. Technology for distance communication:** means that can be used for concluding an agreement, without the consumer and entrepreneur having to be in the same room at the same time.

Article 2 - Identity of the entrepreneur.

FlipperSloop.nl

Michiel de Ruyterstraat 20

5481 GH Schijndel

The Netherlands

E-mail: info@flippersloop.nl

Phone: 06-13505680

Chamber of Commerce: 55725643

VAT Number: NL148724954B01

Article 3 - Applicability.

- 1.** These general terms and conditions apply to every offer made by the entrepreneur and to every distance contract that has been established between the entrepreneur and the consumer.
- 2.** Before the distance contract is concluded, the text of these general terms and conditions will be made available to the consumer. If this is not reasonably possible, the entrepreneur before the distance contract is concluded, indicate how the general terms and conditions at the entrepreneur can be seen and that they will be sent free of charge as soon as possible at the request of the consumer.
- 3.** If the distance contract is concluded electronically, by way of derogation from the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions can be made available electronically to the consumer in such a way that the consumers can be easily stored 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 consulted electronically and that at the request of the consumer they will be sent free of charge 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 shall also apply mutatis mutandis and the consumer may in the event of conflicting conditions always invoke the applicable provision that is most applicable to him. favorable.

Article 4 - The offer.

- 1.** If an offer is of limited duration or subject to conditions, this will be explicitly stated in the offer.
- 2.** The offer contains a complete and accurate description of the offered products, digital content and / or services. 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 reflection of the offered products, services and / or digital content. Obvious mistakes or 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 contract.

1. Subject to the provisions of paragraph 4, the agreement is concluded at the moment of acceptance by the consumer of the offer and the fulfillment of the corresponding conditions.
2. If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm electronically 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 he will ensure a secure web environment. If the consumer can pay electronically, the entrepreneur will observe appropriate security measures.
4. The entrepreneur can within statutory frameworks - inform whether the consumer can meet his payment obligations, and of all those facts and factors that are important for a responsible conclusion of the distance contract. If the entrepreneur based on this investigation has good reasons not to enter into the agreement, he is entitled to refuse an order or request, motivated or to attach special conditions to the execution.
5. At the latest upon delivery of the product, the service or digital content 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 branch of the entrepreneur where the consumer can go with complaints.
 - B. The conditions under which and the manner in which the consumer can make use of the right of return policy, or a clear statement regarding the exclusion of the right of return policy.
 - C. The information about guarantees and existing service after purchase.
 - D. The price including all taxes of the product, service or digital content; insofar as applicable, the costs of delivery; and the method of payment, delivery or execution of the distance contract.
 - E. The requirements for terminating the agreement if the agreement has a duration of more than one year or is indefinite.
 - F. If the consumer has a right of return, the model form for return policy.
6. In the case of an extended transaction, the provision in the previous paragraph only applies to the first delivery.

Article 6 - Right of return policy.

With products:

1. The consumer can terminate an agreement regarding the purchase of a product during a reflection period of at least 14 days without giving any reason. The trader may ask the consumer about the reason for the return, but not to oblige him to state his reason (s).

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

A. If the consumer 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 he has informed the consumer in a clear manner 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. For agreements for regular delivery of products during a certain period: the day on which the consumer, or a third party designated by him, has received the first product.

For services and digital content that is not delivered on a tangible medium:

3. The consumer can dissolve a service agreement and an agreement for the supply of digital content that has not been delivered on a tangible medium for at least 14 days without giving any reason. The trader may ask the consumer about the reason for the withdrawal, but not to oblige him to state his reason (s).

4. The reflection 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 tangible medium when not informing about the right of return policy:

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

6. If the trader has provided the consumer with the information referred to in the previous paragraph within twelve months after the starting date of the original period of reflection, the cooling-off period will expire 14 days after the day on which the consumer has received this 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 carefully. He will only unpack or use the product to the extent necessary to determine the nature, characteristics and operation of the product. The basic principle here is that the consumer may only handle and inspect the product as he would be allowed to do in a store.

2. The consumer is only liable for the value reduction of the product that is the result of a way of handling the product that goes further than allowed in paragraph 1.

3. The consumer is not liable for the value reduction of the product if the entrepreneur has not provided him with any legally required information about the right of return prior to or at the conclusion of the agreement.

Article 8 - Exercise of the right of return policy by the consumer and costs there of.

1. If the consumer exercises his right of return, he shall notify the entrepreneur within the cooling-off period by means of the model return policy form or in an unequivocal manner.
2. As soon as possible, but within 14 days from the day following the notification referred to in paragraph 1, the consumer shall return the product, or hand it over to (an authorized representative of) the entrepreneur. This is not necessary if the entrepreneur has offered to collect the product himself. In any case, the consumer has complied with the return period if he returns the product before the cooling-off period has expired.
3. The consumer shall return the product with all delivered accessories, if reasonably possible in the original state and packaging, and in accordance with the reasonable and clear instructions provided by the entrepreneur.
4. The risk and the 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 to bear the costs himself, the consumer does not have to bear the costs for return.
6. If the consumer exercises his right of return, all supplementary agreements will be dissolved by operation of law.

Article 9 - Obligations of the entrepreneur in case of return.

1. If the entrepreneur makes the notification of return by the consumer possible electronically he will send an acknowledgment of receipt immediately after receipt of this notification.
2. The trader will reimburse all payments from the consumer, including any delivery costs charged by the trader for the returned product, without delay but within 14 days following the day on which the consumer notifies him of the return. Unless the entrepreneur offers to collect the product himself, he may wait to pay back until he has received the product or until the consumer demonstrates that he has returned the product, whichever comes first.
3. The entrepreneur uses the same payment method that the consumer has used for reimbursement, unless the consumer agrees to another method. The reimbursement 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 reimburse the additional costs for the more expensive method.

Article 10 - Exclusion of right of return.

The entrepreneur can exclude the following products and services from the right of return, 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 on which the entrepreneur has no influence and which may occur within the return period.

2. Products manufactured according to the consumer's 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.
3. Sealed audio, video recordings and computer software, the seal of which has been broken after delivery.
4. Electronics and Displays that can not logically be checked for their operation.

Article 11 - The price.

1. During the period mentioned 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. Contrary to the previous paragraph, the entrepreneur can offer products or services whose prices are subject to fluctuations in the financial market and where the entrepreneur has no influence, with variable prices. This link to fluctuations and the fact that any mentioned prices are target prices are mentioned in the offer.
3. Price increases within 3 months after the conclusion of the contract are only permitted if they are the result of statutory regulations or provisions.
4. Price increases from 3 months after the conclusion of the contract are only permitted if the entrepreneur has stipulated this and:
 - A. These are the result of statutory regulations or provisions.
 - B. The consumer has the authority to terminate the agreement 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 - Compliance agreement and additional warranty.

1. The entrepreneur warrants 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 rights existing on the date of the conclusion of the agreement. provisions and / or government regulations. 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 enforce against the entrepreneur under the contract if the entrepreneur has failed to fulfill his part of the contract. agreement.
3. An additional guarantee is understood to mean every obligation of the entrepreneur, its supplier, importer or producer in which it assigns to the consumer certain rights or claims that go beyond what is legally required in the event that he has failed to fulfill his part of the contract. the agreement.

4. In case of improper use, incorrect connection, wrong mains voltage, lightning strike, damage due to the effects of moisture or other causes outside the control of FlipperSloop.nl, the guarantee will be canceled. The guarantee never extends to compensation of costs or damage because the buyer himself performs modifications or repairs to the products, or if the products are used for other purposes than those for which they are intended, or in a careless or improper manner. have been treated or maintained.

Article 13 - Delivery and execution.

1. The trader 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 entrepreneur.
3. With due observance of what is stated in article 4 of these general terms and conditions, the entrepreneur will execute accepted orders expeditiously but no later than 30 days, unless another delivery period has been agreed. If the delivery is delayed, or if an order can not or only partially be executed, the consumer will receive notification of this no later than 30 days after he has placed the order. In that case, the consumer has the right to terminate the contract without penalty and the right to any compensation.
4. After dissolution in accordance with the previous paragraph, the entrepreneur will immediately repay the amount that the consumer has paid.
5. The risk of damage and / or loss of products rests with the entrepreneur up to the moment of delivery to the consumer or a pre-designated and made representative to the entrepreneur, unless explicitly agreed otherwise.

Article 14 - Payment.

1. Unless otherwise stipulated in the agreement or additional conditions, the amounts due by the consumer must be paid within 14 days after the commencement date, or in the absence of a cooling-off period within 14 days after the close of the contract. agreement. In 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 in advance more than 50% in general terms and conditions. If payment in advance is stipulated, the consumer can not assert any rights regarding the execution of the order or service (s), before the stipulated advance payment has taken place.
3. The consumer has the duty to report inaccuracies in provided or stated payment details to the entrepreneur without delay.
4. If the consumer does not fulfill his payment obligation (s) in time, after he has been informed by the trader of the late payment and the trader has given the consumer a period of 14 days to still fulfill his payment obligations, after the payment has not been made within this 14-day period, the legal interest is owed on the outstanding amount and the entrepreneur is entitled to charge the extrajudicial collection costs he has incurred. These collection costs amount to a maximum of: 15%

over outstanding amounts up to € 2,500, =; 10% over the next € 2,500, = and 5% over the next € 5,000, = with a minimum of € 40, =. The entrepreneur may deviate from the aforementioned amounts and percentages for the benefit of the consumer.

Article 15 - Complaints procedure.

1. The entrepreneur has a well-publicized complaints procedure and handles the complaint in accordance with this complaints procedure.
2. Complaints about the execution of the agreement must be submitted fully and clearly described to the entrepreneur within a reasonable time after the consumer has discovered 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 notice of receipt and an indication when the consumer can expect a more detailed answer.
4. The consumer must give the entrepreneur at least 4 weeks time to resolve the complaint in mutual consultation. After this period, a dispute arises that is susceptible to the dispute resolution.

Article 16 - Disputes.

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

Article 17 - Liability.

1. For any direct or indirect damage for which FlipperSloop.nl has not explicitly accepted liability in these terms and conditions, FlipperSloop.nl will not be liable, except for damage caused by intent or gross negligence on the part of FlipperSloop.nl.

2. The buyer indemnifies FlipperSloop.nl against all third-party claims in this matter.

3. Without prejudice to the above, FlipperSloop.nl is in any case never liable:

- Due to non or late delivery.
- For information in leaflets, catalogs, advertising material, offers etc.
- In the case of non-attributable shortcomings (force majeure) if the buyer himself or a third party repairs the delivery, makes changes to it, uses it for purposes other than for which it is suitable or intended, overloaded the delivered goods and otherwise used them in an unprofessional manner.
- For the property of third parties who are in FlipperSloop.nl business space for repair, storage or for whatever reason.
- For business and / or consequential loss, caused by whatever cause.
- For damage caused by intent or gross negligence of auxiliary persons.
- For damage caused by improper assembly of the products by the buyer or auxiliary persons.

- For damage caused by supplied software.
- For loss as a result of loss, any data as recorded on magnetic information carriers.

4. If FlipperSloop.nl in any case, despite the above, is liable for any damage, FlipperSloop.nl only accepts liability insofar as this liability is covered by its insurance, up to the amount of the payment made by the insurance.

5. If the insurance does not pay out in any case, FlipperSloop.nl is never liable for more than the invoice amount for the relevant agreement.

6. The limitation of liability as stipulated in this article applies equally to employees, employees and all other persons used by FlipperSloop.nl for the execution of the agreement.

Article 18 - Additional or different provisions.

Additional provisions or deviating from these 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 - Copyright.

The content and design of the FlipperSloop.nl web shop is subject to copyright. This applies to all images (unless made public by the producer or distributor of the photographed products) and texts or parts of texts. To acquire, store and distribute (parts of) the content and use of the design, in any way whatsoever, you must have received prior written permission from FlipperSloop.nl. If permission for this has not been given and the copyright of FlipperSloop.nl is violated, then FlipperSloop.nl will take action.

Annex I: Model form for withdrawal.

Model form for return policy FlipperSloop.nl

(only fill in this form and return it when you want to cancel the contract)

To:

FlipperSloop.nl

Michiel de Ruyterstraat 20

5481 GH Netherlands

info@flippersloop.nl

www.flippersloop.nl

I / We * share / share * you hereby, that I / we * our agreement concerning

the sale of the following products: [product designation] *

the delivery of the following digital content: [indication of digital content] *

the performance of the following service: [service designation] *,

recall / revoke *

Ordered on * / received on * [date order with services or receipt with products]

[Consumer name (s)]

[Consumer address (s)]

[Signature consumer (s)] (only when this form is submitted on paper)

* Delete what is not applicable or fill in what is applicable.