

Terms and Conditions - v44

Sugarbush Gifts

01-06-2019

These Terms and Conditions apply to all Sugarbush Gifts products and services. These conditions are accessible to everyone and included and can be downloaded as PDF. By placing an order the buyer indicates agreement with the delivery and payment conditions. Sugarbush Gifts guarantees that the delivered article meets the agreement and meets the description and specifications.

Terms and Conditions for members Stichting WebwinkelKeur

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Article 1 - Definitions

In these Conditions/Terms, the following definitions are applicable:

1. Consideration time : the term during which the consumer can execute the right of withdrawal;
2. Consumer: the natural person not dealing on behalf of a company or profession and who comes to a distance agreement with the entrepreneur;
3. Day: calendar day;
4. Transaction Duration: a distance agreement relating to a series of products and /or services, of which the delivery obligation and the purchasing are spread over a period of time;
5. Durable Medium: any instrument which enables the recipient or the entrepreneur to store information addressed personally to them in a way accessible to future reference for a period of time adequate to the purpose of the information and which allows the unchanged reproduction of the information stored.
6. Right of Withdrawal: the possibility for the consumer to terminate the distance agreement within the consideration term.
7. Model form: the model withdrawal form provided by the entrepreneur that a consumer can fill in when he wants to make use of his right of withdrawal.
8. Entrepreneur: the natural person or corporation who offers distance products to consumers.
9. Distance Agreement: an agreement based on a corporate organized system of distance sales of products and services including the closing of an agreement using one or more techniques of distant communication.
10. Technique of distant Communication: a means that can be used to close an agreement without the consumer and the entrepreneur have gathered together in the same place and at the same time.
11. Terms and Conditions: the present General Terms and Conditions of the entrepreneur.

Article 2 - Identity of the entrepreneur

Name entrepreneur: Sugarbush Gifts

Establishment address: Ter Wadding 37 2253LZ Voorschoten

Phone number: 06 41360982 weekdays during office hours between 08.00 en 16.00 uur

E-mail: info@sugarbush.nl

CoC-number: 68328834

VAT-identification number: NL8573.95.191.B01

Article 3 - Relevance

1. These general conditions/terms apply to any offer of the entrepreneur and to every finalized distance agreement between entrepreneur and consumer.
2. Before the distance agreement is concluded, the text of the general conditions/terms is being made available to the consumer. If this is reasonably not possible that before the distance agreement is concluded, it will be indicated that the general conditions/terms can be seen at the entrepreneur and on request of the consumer these general conditions/terms shall be sent to the consumer as soon as possible without extra costs.
3. If the distance agreement is concluded electronically, notwithstanding the previous article and before the distance agreement is concluded, the text of the general conditions/terms can be made available electronically to the consumer in such a way that the text can be saved in a simple way on a durable medium. If this is reasonably not possible that before the distance agreement is concluded it will be indicated where the consumer can find the general conditions/terms electronically and that these conditions/terms at the consumer's request will be sent electronically or otherwise to the consumer without extra cost.
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 apply mutatis mutandis and the consumer may in the event of conflicting general terms and conditions always invoke the applicable provision that is most favorable.

Article 4 - Offer

1. If an offer has a limited validity or has other specifications, this will be emphatically mentioned.
2. The offer is without obligation. The entrepreneur is entitled to change and adjust the offer.
3. The offer contains a complete and accurate description of the offered products and services. The description is sufficiently detailed to enable a proper consumer's assessment of the products/services. The images used by the entrepreneur are true representations of the products and services. Obvious mistakes and errors do not bind the entrepreneur.
4. All images, specifications and data in the offer are indicative and can not be a reason for compensation or dissolution of the agreement.
5. Images for products are a true reflection of the products offered. Entrepreneur can not guarantee that the displayed colors exactly match the real colors of the products.
6. Each offer contains such information that it is clear for the consumer which rights and obligations are related to the offer when it is accepted by the consumer. This concerns in particular:
 - o price inclusive taxes
 - o possible costs of delivery
 - o the manner in which the agreement has been concluded and the necessary signatures
 - o whether to apply the right of withdrawal
 - o the method of payment, delivery and performance of the contract
 - o the deadline for accepting the offer or the period within which the entrepreneur guarantees the price
 - o the level of the rate for distance communication if the costs for the usage of the technology for distance communication are calculated on another ground than the regular fare for communication
 - o if the agreement after the conclusion is archived and if so how to consult it for the consumer
 - o the manner in which the consumer, before concluding the agreement, can check and if necessary also restore the information provided by him under the agreement
 - o any other languages in which, in addition to Dutch, the contract can be concluded;
 - o the codes of conduct to which the entrepreneur is subject and the manner in which the consumer can consult the codes of conduct electronically; and
 - o the minimum duration of the distance agreement in the event of a length transaction.

Article 5 - The Agreement

1. The agreement is finalized, subject to the provisions in paragraph 4, the moment the consumer accepts the offer and meets the corresponding conditions.
2. If the consumer has accepted the offer electronically, the entrepreneur immediately confirms electronically that he has received the acceptance of the offer. As long as the entrepreneur has not confirmed the acceptance, 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 data transfer and he will ensure a safe web environment. If the consumer can pay electronically, the entrepreneur will observe the necessary security measures.
4. The entrepreneur can notify or check, within the legal framework, if the consumer can meet the payment obligations, and also check all important facts and factors which are needed to finalize a sound

distance agreement. If the entrepreneur based on research, has good reasons not to conclude the agreement then he is entitled to motivate and to refuse an order/ request or he can connect special conditions to the execution of the offer.

5. The entrepreneur shall send the following information with the products or services, written or in such a manner that the consumer can store in an accessible way the data on a durable medium:
 - o The address of the company for the consumer to file complaints
 - o The conditions and the way how the consumer can execute the right of withdrawal and a clear indication related to the exclusion of the right of withdrawal.
 - o Information about after sales guarantees and services
 - o Article 4 paragraph 3 unless the entrepreneur has already sent this information before the execution of the agreement.
 - o The requirements for termination of the agreement if the agreement has a duration of one year or more or of if it has an indefinite duration.
6. In case of a length transaction the previous clause e. is only applicable for 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

Deliverance of products:

1. After purchasing products the consumer has the possibility to disband the agreement without giving reasons during 14 days. The cooling off period starts on the day after the consumer receives the product or a pre-designated representative by the consumer made known to the entrepreneur.
2. During the cooling off period the consumer shall treat the product and the package carefully. He shall unpack or use the product only to that extent to as far as it is necessary to judge if he wishes to keep the product. If he does want to execute the right of withdrawal, he shall return the product with all accessories and - if reasonably possible- in the original conditioning and packaging to the entrepreneur, in accordance with the provided reasonable and clear instructions of 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 receipt of the product. The consumer must make this known by means of the model form. After the consumer has made it known that he wishes 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 the customer has not made it known that he wishes to make use of his right of withdrawal or withdrawal after the expiry of the terms mentioned in paragraphs 2 and 3. the product has not been returned to the entrepreneur, the purchase is a fact.

Deliverance of Services:

5. After the deliverance of services the consumer has the possibility to disband the agreement without giving reasons during at least 14 days, commencing on the day of the entering into the agreement.
6. 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 the instructions provided on delivery.

Article 7 - Withdrawal Costs

1. If the consumer executes the right of withdrawal, he will have to pay no more than the costs of returning the product.
2. If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible but no later than 14 days after cancellation. However, the condition is that the product has already been received back by the merchant or conclusive proof of complete return can be submitted.

Article 8 - Exclusion Right of Withdrawal

1. The entrepreneur can exclude the right of withdrawal of the consumer for as far as foreseen in paragraph 2 and 3. The exclusion of the right of withdrawal applies only if the entrepreneur has clearly mentioned this 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 created by the entrepreneur in accordance with the specifications of the consumer;
 - b. that are clearly personal in nature;
 - c. which can not be returned due to their nature;
 - d. that can spoil or age quickly;
 - e. the price of which is subject to fluctuations in the financial market on which the entrepreneur has no influence;
 - f. for loose newspapers and magazines;
 - g. for audio and video recordings and computer software of which the consumer has broken the seal.

- h. for hygienic products of which the consumer has broken the seal.
3. Exclusion of the right of withdrawal is only possible for services:
- regarding accommodation, transport, restaurant or leisure activities to be performed on a certain date or during a certain period;
 - the delivery of which commenced with the express consent of the consumer before the reflection period has expired;
 - regarding betting and lotteries.

Article 9 - Pricing

- During the validity period mentioned in the offer, the prices of the offered products and services shall not be raised save for price changes due to changing VAT rates.
- Notwithstanding the previous paragraph the entrepreneur can offer products and services with variable prices when these prices are subject to fluctuations on the financial market and where the entrepreneur has no influence. This bondage to fluctuations and the fact that the mentioned prices are target prices will be mentioned with the offer.
- Price increases within 3 months after the conclusion of the agreement are permitted only if they are the result of legal regulations or provisions.
- Price increases from 3 months after the conclusion of the agreement only if the entrepreneur has stipulated this and:
these are the result of legal regulations or provisions; or
the consumer has the competence to terminate the agreement from the day the increase takes effect.
- The in the offer mentioned prices include VAT and exclude delivery charges.

Article 10 - Conformity and Guarantees

- The entrepreneur ensures that the products and services measure up to the agreement, ensures the in the offer mentioned specifications, ensures reasonable requirements, soundness and or usefulness and ensures on the date of the establishment the existing legal provisions and/or government regulations. If agreed the entrepreneur also ensures that the product is suitable for other than normal use.
- A guarantee provided by the entrepreneur, manufacturer or importer does nothing to alter the rights and claims which the consumer under the agreement can put forward against the entrepreneur.
- Any defects or incorrectly delivered products must be reported to the entrepreneur in writing within 4 weeks after delivery. Return of the products must be in the original packaging and in new condition.
- The warranty period of the entrepreneur corresponds with the manufacturer's guarantee period. The entrepreneur is never responsible for the ultimate suitability of the products for each individual application by the consumer, nor for any advice regarding the use or application of the products.
- The guarantee does not apply if:
 - o The consumer has repaired and / or processed the delivered products himself or has them repaired and / or processed by third parties;
 - o The delivered products are exposed to abnormal circumstances or otherwise careless handling or contrary to the instructions of the entrepreneur and / or the packaging are treated;
 - o The inadequacy in whole or in part is the result of regulations that the government has made or will make regarding the nature or the quality of the materials used.

Article 11 - Delivery and Execution

- The entrepreneur shall observe in utmost care the reception and execution of orders of products and when assessing applications for services.
- The address that has been made known by the consumer to the entrepreneur is considered to be the delivery place and is binding.
- Taking into account what is stated in article 4 of the general conditions/terms , the entrepreneur shall execute the accepted orders expeditiously, but at the latest within 2 to 4 working days unless a longer period has been agreed. If the delivery is delayed or if a delivery cannot or partially be executed, the consumer is notified about this no later than 30 days after he placed the order. In that case the consumer has the right to terminate the agreement without any further cost and he is entitled to compensation.
- All delivery dates are indicative. The consumer can not derive any rights from any periods mentioned. Exceeding a term does not entitle the consumer to compensation.
- In the event of termination in accordance with the previous paragraph 3 of this article the entrepreneur shall pay back the amount that the consumer has paid as soon as possible but no later than 30 days after the termination.
- If the delivery of an ordered product appears to be impossible, the entrepreneur shall strive to make available a replacement product. At least before the delivery it will be mentioned in a clear and

understandable manner that a replacement product will be delivered. The right of withdrawal cannot be ruled out with regard to replacement products. The costs of a possible return shipment come at the expense of the entrepreneur.

7. The risk of damage and/or loss of products rest with the entrepreneur until the moment of delivery at the consumer or a pre-designated and an announced representative to the entrepreneur, unless otherwise expressly agreed.

Article 12 - Duration transactions: duration, termination and extension

Terminate

1. The consumer can terminate at any time an agreement which has been entered into for an indefinite period and which extends to regular delivery of products (electricity included) and services respecting the applicable termination rules of notice of not more than one month.

2. The consumer can terminate at any time an agreement entered into for a definite period and which extends to regular delivery of products (electricity included) or service at the end of the definite period respecting the applicable termination rules of notice of not more than one month.

3. The consumer can in the agreements in the previous mentioned paragraph:

- o at all times terminate with no restrictions to terminate at a certain time or during a certain period
- o at least terminate in the same manner as they are entered into by him
- o at all times terminate with the same notice as the entrepreneur has obtained for himself.

Extension

4. An agreement which has been entered for a definite time and which extends to a regular delivery of products (including electricity) or services may not automatically be extended or renewed for a fixed duration.

5. Notwithstanding the previous paragraph an agreement which has been entered into for a definite period of time and which extends to a regular delivery of daily newspapers, weeklies and magazines may be extended automatically for a specified duration of three months. If the consumer can terminate this extended agreement at the end of the extension period with a notice of one month.

6. An agreement which has been entered for a definite period of time and which extends to a regular delivery of products and services, may only be automatically extended for an indefinite period if the consumer can at any time terminate with a notice period of no more than one month and a notice period of no more than three months if the agreement extends to a regular delivery, but less than one time per month, of daily newspapers, weeklies and magazines.

7. An agreement which has been entered for a definite period of time and which extends to a regular delivery of daily newspapers, weeklies and magazines (trial and introductory subscription) will not be automatically extended and terminates automatically at the end of the trial or introductory period.

Duration

8. If an agreement has a duration period of more than one year, the consumer may after one year terminate at any time with a notice period of not more than one month unless reasonableness and fairness are opposed against termination before the end of the agreed duration.

Article 13 - Payments

1. Unless otherwise agreed, the amounts due have to be met by the consumer within 7 days after entering the cooling off period referred to in article 6, paragraph 1. In case of an agreement to provide a service the cooling off period starts after the consumer has received the confirmation of the agreement.

2. The consumer has the duty to notify the entrepreneur about inaccuracies in the payment details.

3. In case of default by the consumer the entrepreneur has, subject to legal restrictions, the right to charge the reasonable costs which are made known to the consumer in advance

Article 14 - Complaints procedure

1. The entrepreneur features a sufficiently publicized complaints procedure and handles the complaint according to this complaints procedure.

2. Complaints about the execution of the agreement must be described fully and clearly within reasonable time submitted to the entrepreneur after the consumer has observed the defects.

3. The complaints submitted to the entrepreneur will be answered within a period of 14 days from the day of receipt. If a complaint has a foreseeable longer processing time, the entrepreneur will answer within 14 days an acknowledgement and an indication when the consumer will receive a more detailed answer.

4. If a complaint cannot be resolved by mutual agreement then there is a dispute that is subject to the dispute settlement.

5. In the event of complaints, a consumer must first address the entrepreneur. For complaints that can not be resolved in mutual consultation, the consumer should turn to Stichting WebwinkelKeur (www.webwinkelkeur.nl), which will mediate free of charge. Should a solution not be found, the consumer has the opportunity to have his complaint dealt with by the independent disputes committee

appointed by Stichting WebwinkelKeur, the decision of this is binding and both entrepreneur and consumer agree with this binding decision. The submission of a dispute to this disputes committee involves costs that the consumer must pay to the relevant committee. It is also possible to register complaints via the European ODR platform (<http://ec.europa.eu/odr>).

6.6. A complaint does not suspend the obligations of the entrepreneur, unless the entrepreneur indicates otherwise in writing.

Article 15 - Disputes

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

2. The Vienna Sales Convention does not apply.

Article 16 - Additional and Deviating Provisions

Additional provisions or provisions 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.