

# Terms and Conditions - v2

Retroactive

26-05-2025

## General Terms and Conditions Retroactive

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### Article 1 - Definitions

In these conditions, the following terms are understood to mean:

1. Reflection period: the period within which the consumer can make use of his right of withdrawal;
2. Consumer: the natural person who does not act in the exercise of a profession or business and who enters into a distance contract with the entrepreneur;
3. Day: calendar day;
4. Duration transaction: a distance contract relating to a series of products and/or services, the delivery and/or purchase obligation of which is spread over time;
5. Durable data carrier: any means that enables the consumer or entrepreneur to store information that is addressed to him personally in a way that allows future consultation and unchanged reproduction of the stored information.
6. Right of withdrawal: the possibility for the consumer to cancel the distance contract within the cooling-off period;
7. Model form: the model withdrawal form that the entrepreneur makes available that a consumer can fill in when he wants to use his right of withdrawal.
8. Entrepreneur: the natural or legal person who offers products and/or services to consumers at a distance;
9. Distance contract: an agreement whereby, within the framework of a system organised by the entrepreneur for the distance sale of products and/or services, up to and including the conclusion of the agreement, exclusive use is made of one or more techniques for distance communication;
10. Technique for distance communication: means that can be used to conclude an agreement, without the consumer and entrepreneur being together in the same room at the same time.
11. General Terms and Conditions: the present General Terms and Conditions of the entrepreneur.

### Article 2 - Details of the entrepreneur

Company name: Retroactive  
Location: Veldhoven (no retail premises)  
Email address: [info@retroactive.nl](mailto:info@retroactive.nl)  
Chamber of Commerce number: 63184796  
VAT identification number: NL001156790B70

### Article 3 - Applicability

1. These General Terms and Conditions apply to every offer from the entrepreneur and to every distance contract concluded and orders 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, it will be indicated before the distance contract is concluded that the general terms and conditions can be viewed at the entrepreneur and that they will be sent free of charge to the consumer as soon as possible at the consumer's request.
3. If the distance contract is concluded electronically, in deviation from the previous paragraph and before the distance contract 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 store them on a durable data carrier. If this is not reasonably possible, it will be indicated before the distance contract is concluded where the general terms and conditions can be viewed electronically and that they will be sent free of charge to the consumer electronically or otherwise at the consumer's request.
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 accordingly and the consumer can always rely on the applicable provision that is most favourable to him in the event of conflicting general terms and conditions.
5. If one or more provisions in these general terms and conditions are at any time wholly or partially null and void or are annulled, the agreement and these terms and conditions will otherwise remain in force and the provision in question will be replaced without delay by mutual agreement with a provision that approximates the purport of the original as closely 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. Uncertainties about the interpretation or content of one or more provisions of our terms and conditions must be interpreted 'in the spirit' of these general terms and conditions.

### Article 4 - The offer

1. If an offer has a limited validity period, hours or under conditions, this will be explicitly stated in the offer.
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 products and/or services offered. The description is

sufficiently detailed to enable the consumer to properly assess the offer. If the entrepreneur uses images, these are a true representation of the products and/or services offered. Obvious mistakes or obvious errors in the offer do not bind the entrepreneur.

4. All images, specifications and data in the offer are indicative and cannot give rise to compensation or termination of the agreement.

5. Images of products are a true representation of the products offered. The entrepreneur cannot guarantee that the colours shown correspond exactly to the real colours of the products.

6. Each offer contains such information that it is clear to the consumer what the rights and obligations are that are associated with accepting the offer. This concerns in particular:

- the price including taxes; - any shipping costs;
  - the manner in which the agreement will be concluded and which actions are required for this;
  - whether or not the right of withdrawal applies;
  - the method of payment, delivery and execution of the agreement;
  - the term for accepting the offer, or the term within which the entrepreneur guarantees the price;
  - the level of the rate for distance communication if the costs of using the technology for distance communication are calculated on a basis other than the regular basic rate for the means of communication used;
  - whether the agreement is archived after it has been concluded, and if so, how it can be consulted by the consumer;
  - the manner in which the consumer can check the data provided by him in the context of the agreement before concluding the agreement and, if necessary, restore it;
  - any other languages in which, in addition to Dutch, the agreement can be concluded;
  - the codes of conduct to which the entrepreneur has submitted and the manner in which the consumer can consult these codes of conduct electronically; and
  - the minimum duration of the distance contract in the event of a long-term transaction.
- Optional: available sizes, colours, type of materials.

#### Article 5 - The contract

1. Subject to the provisions of paragraph 4, the contract is concluded at the time the consumer accepts the offer and meets the conditions set.

2. If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm receipt of 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 contract.

3. If the contract is concluded electronically, the entrepreneur will take appropriate technical and organisational 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 that end.

4. The entrepreneur can - within legal frameworks - inquire whether the consumer can meet his payment obligations, as well as all those facts and factors that are important for responsibly entering into the distance contract. If the entrepreneur has good reasons not to enter into the agreement based on this investigation, he is entitled to refuse an order or request with reasons or to attach special conditions to the execution.

5. The entrepreneur will send the following information to the consumer with the product or service, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable data carrier:

- a. the e-mail address of the entrepreneur where the consumer can submit complaints;
  - b. the conditions under which and the manner in which the consumer can exercise the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
  - c. the information about guarantees and existing after-sales service;
  - d. the information included in article 4 paragraph 3 of these conditions, unless the entrepreneur has already provided this information to the consumer before the execution of the agreement;
  - e. the requirements for terminating the agreement if the agreement has a duration of more than one year or is of indefinite duration.
6. In the case of a long-term transaction, the provision in the previous paragraph only applies to the first delivery.

7. Every agreement is entered into under the conditions precedent of sufficient availability of the products in question.

#### Article 6 - Right of withdrawal

Upon delivery of products:

1. When purchasing products, the consumer has the option to dissolve the agreement without giving reasons for 14 days. This cooling-off period commences on the day after receipt of the product by the consumer or a representative designated in advance by the consumer and made known to the entrepreneur.

2. During the cooling-off period, the consumer will handle the product and packaging with care. He will only unpack or use the product to the extent necessary to assess whether he wishes to keep the product. If he exercises his right of withdrawal, he will return the product with all accessories supplied 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 exercise his right of withdrawal, he is obliged to notify the entrepreneur of this within 14 days of receipt of the product. The consumer must make this known using the model form. After the consumer has made it known that he wishes to exercise his right of withdrawal, the customer must return the product within 14 days. The consumer must prove that the delivered goods have been returned on time, for example by means of proof of shipment.

4. If the customer has not made it known that he wishes to exercise his right of withdrawal after the expiry of the periods mentioned in paragraphs 2 and 3 or has not returned the product to the entrepreneur, the purchase is a fact.

In the case of delivery of services:

1. In the case of delivery of services, the consumer has the option to dissolve the agreement without giving reasons for at least 14 days, starting on the day the agreement is concluded.

2. In order to exercise his right of withdrawal, the consumer will follow the reasonable and clear instructions provided by the entrepreneur with the offer and/or at the latest upon delivery.

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

1. If the consumer exercises his right of withdrawal, at most the costs of return will be at his expense.

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 withdrawal. The condition is that the product has already been received by the online retailer or conclusive proof of complete return can be provided. Refund will be made via the same payment method used by the consumer, unless the consumer expressly gives permission for a different payment method.

3. In the event of damage to the product due to 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 reduction in value of the product if the entrepreneur has not provided all legally required information about the right of withdrawal, this must be done before concluding the purchase agreement.

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

1. The entrepreneur can exclude the consumer's right of withdrawal 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 good 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 according to the consumer's specifications;
- b. that are clearly personal in nature;
- c. that cannot be returned due to their nature;
- d. that can spoil or age quickly (such as batteries, both internal and external);
- e. whose price is subject to fluctuations in the financial market over 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 of which the consumer has broken the seal.

3. Exclusion of the right of withdrawal is only possible for services:

- a. concerning accommodation, transport, restaurant business or leisure activities to be performed on a specific date or during a specific period;
- b. the delivery of which has begun 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 will not be increased, except for price changes resulting from changes in VAT rates.

2. By way of exception to the previous paragraph, the entrepreneur may 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 subjection to fluctuations and the fact that any prices stated are target prices are stated in the offer.

3. Price increases within 3 months after the conclusion of the agreement are only permitted if they are the result of statutory 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 statutory regulations or provisions; or
- 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 stated in the offer of products or services are exclusive of VAT in connection with the margin scheme for second-hand goods.

6. All prices are subject to printing and typing errors. No liability is accepted for the consequences of printing and typing errors. In case of printing and typographical errors, the entrepreneur is not obliged to deliver the product at 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, the reasonable requirements of soundness and/or usability and the legal provisions and/or government regulations in force 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 2 weeks of delivery. The products must be returned in the original packaging and in new condition. Returns are at the expense of the buyer and will be credited afterwards, in whole or in part, by the entrepreneur after inspection of the product, provided that the costs of the return shipment are comparable to those on the original invoice.

4. The entrepreneur's warranty period is 3 months on all second-hand goods that fall under the margin scheme. (excluding internal/external batteries and/or accumulators).

5. The warranty does not apply if:

6. The consumer has repaired and/or processed the delivered products themselves or has had them repaired and/or processed by third parties;
7. The delivered products have been exposed to abnormal conditions or are otherwise treated carelessly or in conflict with the instructions of the entrepreneur and/or have been treated on the packaging;
8. The defectiveness is wholly or partly the result of regulations that the government has imposed or will impose with regard to the nature or quality of the materials used.

#### Article 11 - Delivery and execution

1. The entrepreneur will take the greatest possible care when receiving and executing 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 company. 3. Taking into account what is stated 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 be executed or can only be executed in part, the consumer will receive notification of this at the latest 30 days after placing 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 periods are indicative. The consumer cannot derive any rights from any periods mentioned. Exceeding a period does not entitle the consumer to compensation.

5. In the event of termination in accordance with paragraph 3 of this article, the entrepreneur will refund the amount paid by the consumer as soon as possible, but at the latest within 14 days after termination.

6. If delivery of an ordered product proves impossible, the entrepreneur will make every effort to make a replacement article available. At the latest upon delivery, it will be stated in a clear and understandable manner that a replacement item is being delivered. The right of withdrawal cannot be excluded for replacement items. The costs of any 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 previously designated representative made known to the entrepreneur, unless expressly agreed otherwise.

#### Article 12 - Duration transactions: duration, termination and extension

##### Termination

1. The consumer may terminate an agreement entered into for an indefinite period and which extends to the regular delivery of products (including electricity) or services, at any time, taking into account the agreed termination rules and a notice period of no more than one month.
2. The consumer may terminate an agreement entered into for a definite period and which extends to the regular delivery of products (including electricity) or services, at any time towards the end of the fixed term, taking into account the agreed termination rules and a notice period of no more than one month.
3. The consumer may terminate the agreements referred to in the previous paragraphs:
  - at any time and not be limited to termination at a specific time or during a specific period;
  - at least terminate in the same manner as they were entered into by him;
  - always terminate with the same notice period as the entrepreneur has stipulated for himself.

##### Extension

4. An agreement entered into for a fixed period and which aims at the regular delivery of products (including electricity) or services may not be tacitly extended or renewed for a fixed period.
5. Notwithstanding the previous paragraph, an agreement entered into for a fixed period and which aims at the regular delivery of daily newspapers, weekly newspapers and magazines may be tacitly extended for a fixed period of up to three months, if the consumer can terminate this extended agreement at the end of the extension with a notice period of no more than one month.
6. An agreement entered into for a fixed period and which aims at the regular delivery of products or services may only be tacitly extended for an indefinite period if the consumer may terminate at any time with a notice period of no more than one month and a notice period of no more than three months in the event that the agreement aims at the regular, but less than once a month, delivery of daily newspapers, weekly newspapers and magazines.
7. An agreement with a limited duration for 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 13 - Payment

1. Unless otherwise agreed, 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 case of an agreement to provide a service, this period commences after the consumer has received confirmation of the agreement.
2. The consumer has the duty to report any inaccuracies in the payment details provided or stated to the entrepreneur without delay.
3. In the event of non-payment by the consumer, the entrepreneur has the right, subject to legal restrictions, to charge the reasonable costs made known to the consumer in advance.

#### Article 14 - Complaints procedure

1. The entrepreneur has a sufficiently publicised 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 fully and clearly described within 7 days 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 foreseeably longer processing time, the entrepreneur will respond within the period of 14 days with a confirmation of receipt and an indication of when the consumer can expect a more detailed answer.
4. If the complaint cannot be resolved by mutual agreement, a dispute arises that is subject to the dispute resolution procedure.
5. In the event of complaints, a consumer must first contact the entrepreneur. It is also possible to register complaints via the European ODR platform (<http://ec.europa.eu/odr>).
6. A complaint does not suspend the obligations of the entrepreneur, unless the entrepreneur indicates otherwise in writing.
7. If a complaint is found to be justified by the entrepreneur, the entrepreneur will, at its discretion, either replace or repair the delivered products free of charge.

#### Article 15 - Disputes

1. Agreements between the entrepreneur and the consumer to which these general terms and conditions apply are exclusively governed by Dutch law. Even if the consumer resides abroad.
2. The Vienna Sales Convention does not apply

#### Article 16 - Additional or deviating provisions

Additional or deviating 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 data carrier.