

Terms and Conditions January 8, 2022

Article 1 - Definitions

In these conditions apply:

1. **Grace period** : The period during which the consumer can exercise his right of withdrawal;
2. **consumer** :the natural person who is acting for purposes relating to his trade, business, craft or profession;
3. **Day** : calendar day;
4. **Durable medium** : any device - including also e-mail - that the consumer or business that enables information to him personally, store in a way that future consultation or use for a period appropriate to the purpose for which it was intended, and which allows the unchanged reproduction of the information stored;
5. **Right of withdrawal** : the ability of the consumer to see within the waiting period of the contract;
6. **Entrepreneur** : the natural or legal person who products and / or remote services to the consumer offering;
7. **Distance contract** : an agreement to be concluded within the framework of an organized system for distance selling of goods, digital content and / or services, up to and including the conclusion of the contract made solely or partly use between the trader and the consumer is one or more means of distance communication;
8. **Technology for distance communication**: means that can be used to conclude a contract, without the consumer and entrepreneur have to be together in the same room.

Article 2 - Identity of the entrepreneur

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Article 3 - Applicability

1. These general conditions apply to every offer of the entrepreneur and any agreement reached at a distance between businesses and consumers.
2. Before the contract is concluded, the text of these general conditions made available to the consumer. If this is not reasonably possible, the trader will before the contract is concluded, indicate how to see the general conditions for the entrepreneur and that they be sent free of charge as soon as possible, at the request of the consumer.
3. If the contract is concluded electronically away, notwithstanding the preceding paragraph and before the contract is concluded, the text of these general conditions are made electronically available to the consumer in such a way that the consumer in a simple way can be stored on a durable medium. If this is not reasonably possible, before the contract is concluded, indicated where the general conditions can be

inspected electronically and that at the request of the consumer electronically or otherwise will be sent free of charge.

4. In the event that besides these general conditions also specific product or service conditions apply, the second and third paragraph shall apply and the consumer in case of conflicting terms always rely on the applicable provision that is most favorable to him .

Article 4 - The offer

1. If an offer has a 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 contractor uses these images are truthful representations of the products, services and / or digital content. Obvious mistakes or errors in the offer binding on the entrepreneur.
3. Each offer contains such information that is clear to the consumer what rights and obligations are involved in accepting the offer.

Article 5 - The contract

1. The agreement is subject to the provisions of paragraph 4, concluded at the time of the consumer accepts the offer and meet the corresponding conditions.
2. If the consumer has accepted the offer electronically, the trader will immediately acknowledge electronic receipt of acceptance of the offer. Until receipt of this acceptance has not been confirmed by the operator, the consumer may rescind the contract.
3. If the agreement is created electronically, the trader will take appropriate technical and organizational measures to protect the electronic transfer of data and he will ensure a secure web environment. If the consumer can pay electronically, the trader will take appropriate safety precautions.
4. The entrepreneur can within the law - inform the consumer's ability to meet its payment obligations, and of all those facts and factors that are important to a sound conclusion of the distance contract. If the operator under this investigation was justified not to enter into the agreement, he is entitled to refuse an order or request or to attach special conditions to the implementation.
5. The entrepreneur will look upon delivery of the product, service or digital content to the consumer 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, send:
 - o the address of the establishment of the business where consumers can lodge complaints;
 - o the conditions under which and the manner in which the right of withdrawal consumer can be exercised, or a clear statement regarding the exclusion of the right of withdrawal;
 - o information on guarantees and after sales service;
 - o the price including all taxes of the product, service or digital content; where applicable, the delivery costs; and the method of payment, delivery or performance of the contract;
 - o If the consumer has a right of withdrawal and the model withdrawals form.

Article 6 - Right of withdrawal

For products:

1. The consumer may rescind an agreement regarding the purchase of a product during a cooling-off period of 14 days without giving any reason. The operator may ask the consumer about the reason for withdrawal, but does not commit to stating his reason (s).
2. In paragraph 1 period begins on the day after the consumer, or a pre-designated by the consumer third party other than the carrier has received the product, or:
 - if the consumer ordered several products in the same order: the day on which the consumer or a third party designated by him, has received the final product. The operator may, provided that he has informed the consumer here prior to the ordering process in a clear manner, refusing an order for multiple products with different delivery time.
 - if the supply of a product consisting of multiple lots or pieces, the day on which the consumer or a third party designated by the final shipment or the last item has been received;
 - the contract is for regular delivery of goods during a certain period, the day on which the consumer or a third party designated by him, received the first product.

Article 7 - Obligations of the consumer during the reflection

1. During this period the consumer will treat the product and packaging. He will only extract the product or use to the extent that is necessary in order to determine the nature, characteristics and functioning of the product. The premise here is that the consumer should only handle and inspect the product as he would be allowed to do in a shop.
2. The consumer shall only be liable for diminished value of the product which is the result of a way of dealing with the product beyond permitted in paragraph 1.
3. The consumer is not liable for diminished value of the product as the entrepreneur him not to or at the conclusion of the agreement has provided all information required by law about the right of withdrawal.

Article 8 - Exercise of the right of withdrawal by the consumer and costs

1. If the consumer exercises his right of withdrawal, he shall within the cooling-off period using the model withdrawal form or any other unequivocal manner to the entrepreneur.
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, whether he hands it to (a representative of) the entrepreneur. This does not have offered if the trader to collect the product itself. The consumer is back transmission period observed in any case like to return the product before the waiting period has expired.
3. The consumer shall send back the product with all accessories, if reasonably possible in original condition 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 on the consumer.

5. The consumer must bear the direct cost of returning the product. If the trader has not notified the consumer has to bear them or if the operator indicates to bear the costs themselves, consumers do not bear the return shipping costs.
6. If the consumer exercises his right of withdrawal, canceled all additional agreements of law.

Article 9 - the operator obligations in case of withdrawal

1. If the entrepreneur notification of withdrawal by the consumer electronically allows, it sends an acknowledgment immediately upon receipt of this notification.
2. The trader shall reimburse all payments the consumer, including any delivery costs incurred by the operator will be charged for returned product, immediately but within 14 days following the day on which the consumer notifies him of the withdrawal. Unless the trader offers to collect the product itself, he may wait to return until he has received the product or the consumer demonstrates that he has returned the product, whichever is the earlier.
3. The entrepreneur uses the same means of payment used by the customer for reimbursement unless the consumer agrees to a different method. The repayment is free of charge for consumers.
4. If the consumer has opted for a more expensive method of delivery than the cheapest standard delivery, the trader does not have to reimburse the additional costs of the more expensive method.

Article 10 - Exclusion of withdrawal right

The entrepreneur can exclude the following goods and services from the right of withdrawal, but only if the entrepreneur clearly in the offer, at least in time for the conclusion of the agreement, stated:

1. Goods or services whose price is dependent on fluctuations in the financial market outside the trader's control, which may occur within the withdrawal period
2. Contracts concluded at a public auction. Under a public auction means a method of sale where goods, digital content and / or services offered by the trader to the consumer who attends or is given the opportunity to be personally present at the auction, conducted by an auctioneer and where the successful bidder is bound to purchase the goods, digital content and / or services;
3. According to specifications for products manufactured by the consumer, not prefabricated and manufactured on the basis of an individual choice or decision by the consumer or which are clearly intended for a specific person;
4. Products that are inseparably mixed after delivery by their nature with other products;

Article 11 - The price

1. During the period mentioned in the offer prices of the products and / or services have not increased, except for price changes due to changes in VAT rates.
2. Notwithstanding the preceding paragraph, the business products or services whose prices are subject to fluctuations in the financial market and where the entrepreneur has no control, at variable prices. These fluctuations and the fact that any price targets, are at the offer.

3. Price increases within 3 months after the conclusion of the contract are only allowed if they result from legislation or regulations.
4. Price increases from 3 months after the conclusion of the contract are only allowed if the trader has agreed and:
 - they are the result of legislation or regulations; or
 - the consumer is authorized to terminate the contract with effect from the date the increase takes effect.
5. The prices exclude VAT mentioned in the supply of products or services.

Article 12 - Compliance Agreement and extended warranty

1. The operator guarantees that the products and / or services meet the contract 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. If agreed, the entrepreneur also ensures that the product is suitable for other than normal use.
2. By the trader, its supplier, manufacturer or importer provided additional guarantee restricted never legal rights and claims that consumers can do under the contract against the trader valid where the trader has failed to fulfill its part of the agreement.
3. Among additional guarantee means any undertaking by the trader, its supplier, importer or producer certifying that certain rights or claims to the consumer grants beyond which it is required by law in case he failed to fulfill his part of the agreement.

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 trader.
3. Subject to what is stated in Article 4 of these terms and conditions, the company will accepted orders expeditiously but not later than 30 days, unless a different delivery period has been agreed. If delivery is delayed or if an order is not or only partially carried out, the consumer receives them no later than 30 days after placing the order. The consumer in this case the right to terminate the contract without penalty and be entitled to any compensation.
4. After dissolution in accordance with the preceding paragraph, the operator the amount paid by the consumer to repay immediately.
5. The risk of damage and / or loss of products rests upon the trader up to the moment of delivery to the consumer or a pre-designated and the entrepreneur announced representative, unless expressly agreed otherwise.

Article 14 - Payment

1. To the extent not otherwise provided in the agreement or additional terms, the amounts owed by the consumer to be paid within 14 days after the start of the cooling period, or in the absence of a cooling-off period within 14 days after the conclusion of the 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 should in general terms are never obliged to advance payment of more than 50%. If payment is agreed, the consumer

may not assert any rights regarding the implementation of the order or service(s) before the advance payment has been made.

3. The consumer is obliged to report immediately to the trader any inaccuracies in data supplied or specified payment.
4. If the consumer is unable to meet its payment(s) above, is that, after he was delivered by the business on the late payment and the trader, has given the consumer a period of 14 days in which to comply with its payment obligations, after non-payment within this 14-day period, € 13.50 reminder costs will be charged. For purchases under € 20,00 € 7.50 reminder costs will be charged. Also the outstanding amount of the legal interest is charged and the operator is entitled to charge the extrajudicial collection costs incurred by him. These collection costs exceed 15% of outstanding amounts to € 2.500,00; 10% on the next € 2.500,00 and 5% on the next € 5.000,00 with a minimum of € 40,00. The entrepreneur can benefit consumers differ from these amounts and percentages.

Article 15 - Complaints

1. The entrepreneur has well-publicized complaints and deals with complaints under this procedure.
2. Complaints about the implementation of the agreement should take place promptly after the consumer has found the defects are defined clearly and completely submitted to the operator.
3. When entrepreneur complaints within a period of 14 days from the date of receipt. If a complaint is a foreseeable longer processing time, is answered by the operator within the period of 14 days, confirming receipt and indicating when the consumer can expect a more detailed answer.
4. The consumer the trader at least four weeks should allow time to resolve the complaint by mutual agreement. After this period, a dispute that is subject to dispute.

Article 16 - Disputes

1. On agreements between the entrepreneur and the consumer of these terms refer only to Dutch law.

Article 17 - Additional or different terms

Additional or derogations of these terms and conditions, may not be to the detriment of consumers and should 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.