

# General

Morland's products are exclusive and of high quality. We appreciate a good relationship with our customers. That's why we like to make clear agreements. These agreements are set out in the terms and conditions. The terms and conditions apply to all agreements you enter into with Morland. By ordering items from Morland, you also indicate that you agree to the terms and conditions. Our terms and conditions are drawn up in accordance with the general rules for (purchase) agreements from book 6 and book 7 of the Civil Code.

## General

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## Article 1 - Definitions

For the means of 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 matters, digital content and/or services are provided by the entrepreneur or by a third party on the basis of an agreement between that third party and the entrepreneur;
2. **Time to think:** the period within which the consumer may benefit from his right of withdrawal;
3. 'Consumer' means the natural person who does not act for purposes relating to his commercial, business, craft or professional activities;
4. **Day:** calendar day;
5. **Digital content:** data produced and delivered in digital form;
6. **Duration agreement:** an agreement which covers the regular delivery of business, services and/or digital content for a certain period of time;
7. **Sustainable data medium** means any device - including e-mail - which enables the consumer or entrepreneur to store information addressed to him personally in a way that enables future consultation or use over a period of time appropriate to the purpose for which the information is intended, and which allows unaltered reproduction of the stored information;
8. **'Right of withdrawal'** means the possibility of the consumer to opt out of the distance contract within the cooling-off period;
9. **Entrepreneur:** the natural or legal person who offers products, (access to) digital content and/or remote services to consumers;
1. **'Distance contract'** means an agreement concluded between the entrepreneur and the consumer under an organised system for distance selling of products, digital content and/or services, whereby, until the conclusion of the contract, one or more distance communication techniques are used exclusively or more;

2. **Model form for withdrawal:** the European model form for withdrawal set out in Annex I to these conditions. Annex I need not be made available if the consumer does not have the right to withdraw in the matter of his order;
3. **Technology for remote communication:** means that can be used to conclude an agreement, without the need for the consumer and entrepreneur to have met simultaneously in the same space.

#### **Article 2 - Identity of the entrepreneur**

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#### **Article 3 - Applicability**

1. These terms and conditions apply to each offer made by the entrepreneur and to any distance agreement between entrepreneur and consumer.
2. Before the distance contract is concluded, the text of these terms and conditions shall be made available to the consumer. If this is not reasonably possible, the entrepreneur will indicate before the distance contract is concluded, how the terms and conditions can be identifiable to the entrepreneur and that they will be sent free of charge as soon as possible at the consumer's request.
3. By way of derogation from the previous paragraph and before the distance contract is concluded, the text of these general conditions may be made available to the consumer by electronic means in such a way that it can be stored by the consumer in a simple way on a durable data 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 notified by electronic means and that, at the consumer's request, they will be transmitted free of charge or otherwise free of charge.

4. In the event that, in addition to these general conditions, specific product or service conditions also apply, the second and third paragraphs shall apply mutedly and, in the event of conflicting conditions, the consumer may always rely on the applicable provision which is most favourable to him.

#### **Article 4 - The offer**

1. If an offer has a limited period of validity or is subject to conditions, this is explicitly stated in the offer.
2. The offer contains a complete and accurate description of the products offered, 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, they are a true representation of the products, services and/or digital content offered. Obvious mistakes or obvious errors in the offer do not bind the entrepreneur.
3. Each offer contains such information that it is clear to the consumer what the rights and obligations are, which are linked to the acceptance of the offer.

#### **Article 5 - The Agreement**

1. The contract shall be concluded, subject to paragraph 4, at the time of the consumer's acceptance of the offer and compliance with the conditions laid down there by it.
2. If the consumer has accepted the offer by electronic means, the operator shall immediately confirm the receipt of acceptance of the offer by electronic means. As long as the receipt of this acceptance has not been confirmed by the trader, the consumer may terminate the contract.
3. If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to secure the electronic transfer of data and ensure a secure web environment. If the consumer can pay electronically, the operator will take appropriate safety measures to this end.
4. The entrepreneur may, within legal frameworks, inform himself whether the consumer can meet his payment obligations, as well as all those facts and factors relevant to the responsible entering into of the distance contract. If, on the basis of this examination, the economic operator has good grounds not to enter into the contract, he is entitled to refuse an order or application or to attach special conditions to the execution.

5. At the latest, when the product, service or digital content is delivered to the consumer, the entrepreneur shall 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 data medium:
6. the visiting address of the establishment of the entrepreneur where the consumer can go with complaints;
7. the conditions under which and the way in which the consumer may make the right of withdrawal or a clear notification concerning the exclusion of the right of withdrawal;
8. information on warranties and existing service after purchase;
9. the price including all taxes on the product, service or digital content; to the extent applicable, the cost of delivery; and the method of payment, delivery or execution of the distance contract;
10. the requirements for termination of the contract if the contract is lasting more than one year or is of an indefinite period;
11. if the consumer has a right of withdrawal, the model form for withdrawal.
  1. In the case of an expensive transaction, the provision in the previous paragraph shall apply only to the first delivery.

## **Article 6 – Right of Withdrawal**

### ***In the case of products:***

1. The consumer may terminate an agreement relating to the purchase of a product for a period of at least 14 days without giving reasons. The entrepreneur may ask the consumer about the reason for withdrawal, but does not oblige him to state his reason(s).
2. The cooling-off period referred to in paragraph 1 shall start on the day after the consumer, or a third party designated in advance by the consumer, who is not the carrier, has received the product, or:
3. if the consumer has 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 that he has clearly informed the consumer prior to the ordering process, refuse an order of several products with different delivery times.
4. where the supply of a product consists of several consignments or parts: the day on which the consumer, or a third party designated by him, received the last consignment or the last part;

1. in the case of regular supply contracts for a specified period: the day on which the consumer, or a third party designated by him, received the first product.

*For services and digital content not provided on a material medium:*

1. The consumer may terminate a service contract and an agreement for the supply of digital content that has not been delivered on a material medium for at least 14 days without giving reasons. The entrepreneur may ask the consumer about the reason for withdrawal, but does not oblige him to state his reason(s).
2. The cooling-off period referred to in paragraph 3 shall start on the day following the conclusion of the Agreement.

*Extended cooling-off period for products, services and digital content not provided on a material medium in the non-information on right of withdrawal:*

1. If the trader has not provided the consumer with the legally required information on the right of withdrawal or the model form for withdrawal, the cooling-off period shall expire 12 months after the end of the original cooling-off period, in accordance with the previous paragraphs of this Article.
2. If the economic operator has provided the consumer with the information referred to in the preceding paragraph within 12 months of the effective date of the original cooling-off period, the cooling-off period shall expire 14 days after the day on which the consumer received that information.

**Article 7 - Consumer obligations during cooling-off period**

1. During the cooling-off period, the consumer will handle the product and packaging carefully. It will only unpack or use the product to the extent necessary to determine the nature, characteristics and operation of the product. The starting point here is that the consumer may only handle and inspect the product as he would be allowed to do in a shop.
2. The consumer is only liable for impairment of the product resulting from a way of dealing with the product that goes beyond the permitted in paragraph 1.

3. The consumer is not liable for depreciation of the product if the trader has not provided him with all legally required information on the right of withdrawal before or when the contract is concluded.

#### **Article 8 - Exercise of the consumer's right of withdrawal and its costs**

1. If the consumer uses his right of withdrawal, he shall notify the entrepreneur within the time frame by means of the form of withdrawal or otherwise unambiguously.
2. As soon as possible, but within 14 days of the day following the notification referred to in paragraph 1, the consumer shall return the product or hand it over to (an agent of) the entrepreneur. This is not necessary if the entrepreneur has offered to pick up the product himself. In any event, the consumer has complied with the time when he returns the product before the cooling-off period has expired.
3. The consumer shall return the product with all the accessories supplied, if reasonably possible in its original condition and packaging, and in accordance with the reasonable and clear instructions provided by the trader.
4. The risk and burden of proof for the proper and timely exercise of the right of withdrawal lies with the consumer.
5. The consumer bears the direct cost of returning the product. If the trader has not reported that the consumer has to bear these costs or if the entrepreneur indicates that he is paying the costs himself, the consumer does not have to bear the costs of the return.
6. If the consumer withdraws after first expressly requesting that the provision of the service or the supply of gas, water or electricity not made ready for sale in a limited volume or quantity commences during the cooling-off period, the consumer owes the trader an amount proportional to that part of the undertaking fulfilled by the entrepreneur at the time of withdrawal, compared to the full fulfilment of the commitment.
7. The consumer shall bear no costs for the performance of services or the supply of water, gas or electricity, which are not ready for sale in a limited volume or quantity, or for the supply of district heating, if:
8. the economic operator has not provided the consumer with the legally required information on the right of withdrawal, the reimbursement of costs in the case of withdrawal or the model form for withdrawal, or;

9. the consumer has not explicitly requested the commencement of the service or supply of gas, water, electricity or district heating during the cooling-off period.
  1. The consumer shall bear no cost for the full or partial supply of digital content not delivered on a material medium, if:
    2. he did not expressly agree to the 10 of the contract before the end of the cooling-off period prior to its delivery;
    3. he has not acknowledged losing his right of withdrawal in granting his consent; Or
    4. the entrepreneur has failed to confirm this statement from the consumer.
      1. If the consumer makes use of his right of withdrawal, all additional agreements shall be terminated by law.

#### **Article 9 - Obligations of the entrepreneur on withdrawal**

1. If the trader makes the notification of withdrawal by the consumer possible electronically, he shall immediately send an acknowledgement of receipt upon receipt.
2. The trader shall reimburse all payments made by the consumer, including any delivery costs charged by the trader for the returned product, without delay but within 14 days of the day on which the consumer reports the withdrawal. Unless the trader offers to collect the product himself, he may wait until he has received the product or until the consumer proves that he has returned the product, depending on the time before.
3. The trader shall use the same means of payment used by the consumer for reimbursement, unless the consumer agrees to another method. The refund is free of charge for the consumer.
4. If the consumer has chosen a more expensive method of delivery than the cheapest standard delivery, the trader does not have to repay the additional costs for the more expensive method.

#### **Article 10 – Exclusion of right of withdrawal**

The entrepreneur may exclude the following products and services from the right of withdrawal, but only if the entrepreneur has clearly stated this in the offer, at least in time for the conclusion of the contract:

1. Products or services the price of which are subject to fluctuations in the financial market over which the trader has no influence and which may occur within the withdrawal period;
2. Agreements concluded during a public auction. A public auction means a method of sale whereby products, digital content and/or services are offered by the entrepreneur to the consumer who is personally present or is given the opportunity to be personally present at the auction, under the direction of an auctioneer, and where the successful bidder is obliged to purchase the products, digital content and/or services;
3. Service agreements, after full implementation of the service, but only if:
4. implementation has begun with express prior agreement from the consumer; And
5. the consumer has stated that he will lose his right to withdraw once the trader has fully executed the contract;
  1. Package holidays referred to in Article 7:500 BW and passenger transport agreements;
  2. Accommodation provision of service contracts, provided for in the agreement a certain date or period of execution and other than for residential purposes, freight transport, car hire services and catering;
  3. Agreements relating to leisure activities, if the agreement provides for a certain date or period of implementation thereof;
  4. Products manufactured according to consumer specifications, which are not prefabricated and manufactured on the basis of an individual choice or decision of the consumer, or which are clearly intended for a specific person;
  5. Products that spoil quickly or have a limited shelf life;
  6. Sealed products which, for reasons of health protection or hygiene, are not suitable for return and whose seal has been broken after delivery;
  7. Products which, by their very nature, are irrevocably mixed with other products after delivery;
  8. Alcoholic beverages whose price has been agreed upon at the time of conclusion of the contract, but whose supply can only take place after 30 days, and the actual value of which depends on fluctuations in the market beyond the market over which the trader has no influence;
  9. Sealed audio, video recordings and computer software, the seal of which is broken after delivery;
  10. Newspapers, magazines or magazines, with the exception of subscriptions to them;
  11. The delivery of digital content other than on a material medium, but only if:

12. implementation has begun with express prior agreement from the consumer; And
13. the consumer has stated that he loses his right to withdraw.

#### **Article 11 - The price**

1. During the period of validity indicated in the offer, the prices of the products and/or services offered will not be increased, subject to price changes due to changes in VAT rates.
2. By way of derogation from the previous paragraph, the trader may offer products or services whose prices are subject to fluctuations in the financial market and which the trader has no influence on, with variable prices. This commitment to fluctuations and the fact that any prices quoted are target prices are indicated in the offer.
3. Price increases within 3 months of the conclusion of the agreement are only permitted if they are the result of legal regulations or provisions.
4. Price increases from 3 months after the conclusion of the contract are only permitted if the trader has negotiated this and:
  - (a) these are the result of legislation or provisions; Or
  - (b) the consumer has the power to terminate the contract from the day on which the price increase takes effect.
5. The prices listed in the supply of products or services include VAT.

#### **Article 12 - Fulfilment agreement and additional guarantee**

1. The entrepreneur shall ensure that the products and/or services comply with the contract, the specifications set out in the offer, the reasonable requirements of soundness and/or usability and the legal provisions and/or government regulations existing on the date of the conclusion of the agreement. If agreed, the entrepreneur also ensures that the product is suitable for other than normal use.
2. An additional guarantee provided by the economic operator, his supplier, manufacturer or importer never limits the legal rights and claims which the consumer may assert to the entrepreneur under the contract if the trader has failed to fulfil his part of the contract.

3. An additional guarantee means any undertaking by the economic operator, his supplier, importer or producer in which he grants the consumer certain rights or claims that go beyond what he is legally obliged to do in the event that he has failed to fulfil his part of the contract.

### **Article 13 - Delivery and execution**

1. The entrepreneur will take the utmost care when receiving and carrying out orders of products and in assessing requests for services.
2. The place of delivery is the address that the consumer has made known to the entrepreneur.
3. Subject to the provisions of Article 4 of these terms and conditions, the operator shall carry out accepted orders with skillful urgency but not later than 30 days, unless another delivery period has been agreed. If delivery is delayed, or if an order cannot be executed or can only be partially executed, the consumer will receive a notice no later than 30 days after placing the order. In that case, the consumer has the right to terminate the contract at no cost and to any compensation.
4. After dissolution in accordance with the previous paragraph, the trader will immediately repay the amount paid by the consumer.
5. The risk of damage and/or disappearance of products rests with the entrepreneur until the moment of delivery to the consumer or a pre-appointed and disclosed representative to the entrepreneur, unless expressly otherwise agreed.

### **Article 14 - Duration transactions: duration, denunciation and renewal**

#### *Termination:*

1. The consumer may terminate at any time an indefinite contract which is intended for the regular delivery of products (including electricity) or services, subject to the rules of notice agreed and a notice period of not more than one month.
2. The consumer may terminate at any time by the end of the fixed period of time a fixed-term contract which is intended for the regular delivery of products (including electricity) or services, subject to the termination rules agreed for that purpose and a notice period of not more than one month.
3. The consumer may:

- cancel at all times and are not limited to denunciation at a given time or period,
- at least denounce them in the same way as they were entered into by him,
- always cancel with the same notice period as the entrepreneur has negotiated for himself.

*Extension:*

1. An agreement entered into for a fixed period of time which covers the regular delivery of products (including electricity) or services may not be tacitly renewed or renewed for a certain period of time.
2. By way of derogation from the previous paragraph, a fixed-term contract which is intended to cover the regular delivery of daily news, weekly and magazine magazines may be tacitly extended for a maximum period of three months if the consumer can terminate this extended contract by the end of the extension with a period of notice of not more than one month.
3. A fixed-term contract which is intended to be delivered regularly may be extended for an indefinite period only if the consumer is entitled to cancel at any time with a period of notice of not more than one month. The notice period shall not exceed three months in the event that the agreement extends to the regular, but less than once per month, delivery of daily, news and weekly newspapers and journals.
4. An agreement with a limited duration until the regular delivery of daily, news and weekly magazines and magazines (trial or introductory subscription) is not tacitly continued and ends automatically after the trial or introduction period.

*Duration:*

1. If an agreement has a duration of more than one year, the consumer may, after one year, terminate the contract at any time with a period of notice of not more than one month, unless reasonableness and fairness oppose denunciation before the end of the agreed duration.

**Article 15 - Payment**

1. To the extent otherwise provided for in the contract or additional conditions, the amounts due by the consumer shall be paid within 14 days of the expiry of the cooling-off period or in the absence of a period of reflection within 14 days of the conclusion of the contract. In the case of a contract to provide a service, that period shall 31 days after the consumer has received confirmation of the contract.

2. When selling products to consumers, the consumer may never be required to pay more than 50% in advance. Where advance payment has been negotiated, the consumer cannot assert any right to carry out the order or service(s) in question before the prepayment has been negotiated.
3. The consumer has a duty to report inaccuracies to the trader without delay in payment details provided or mentioned.
4. If the consumer has not fulfilled his payment obligation(s) in good time, after he has been informed by the entrepreneur of the late payment and the trader has granted the consumer a period of 14 days to meet his payment obligations, after failing to make payment within that 14-day period, he is liable for the statutory interest due and the entrepreneur is entitled to charge the extrajudicial collection costs incurred by him. These collection costs are up to: 15% on outstanding amounts up to € 2,500,=; 10% on the subsequent €2,500,= and 5% on the next €5,000,= with a minimum of €40,=. The entrepreneur may deviate from the amounts and percentages mentioned for the benefit of the consumer.

#### **Article 16 - Complaints scheme**

1. The entrepreneur has a sufficiently publicised complaints procedure and handles the complaint in accordance with this complaints procedure.
2. Complaints concerning the performance of the contract must be submitted in full and clearly to the entrepreneur within an a competent time after the consumer has identified the defects.
3. Complaints submitted to the entrepreneur are answered within 14 days of the date of receipt. If a complaint requires a foreseeable longer processing time, the trader replies within the 14-day period with a message of receipt and an indication when the consumer can expect a more detailed response.
4. The consumer should give the entrepreneur at least 4 weeks to resolve the complaint by mutual agreement. After this period, a dispute arises which is open to the dispute settlement.

#### **Article 17 - Disputes**

1. Agreements between the entrepreneur and the consumer to which these terms and conditions relate shall be subject only to Dutch law.

#### **Article 18 - Additional or derogatory provisions**

Additional or different provisions may not be to the detriment of the consumer and should be laid down in writing or in such a way that they can be stored by the consumer in an accessible manner on a durable data medium.

**Annex I: Model form for withdrawal**

**Model form for withdrawal**

**(Fill this form and return it only when you want to revoke the agreement)**

- To: [ entrepreneur's name]

[ geographical address entrepreneur]

[ fax number entrepreneur, if available]

[ e-mail address or electronic address of entrepreneur]

- I/We\* share/inform\* you that I/we\*

sales of the following products: [product designation]\*

the delivery of the following digital content: [digital content designation]\*

the provision of the following service: [service designation]\*,

recalled/recanted\*

- Ordered on\*/received on\* [date order at services or receipt of products]

- [Consumer name(s)]

- [Consumer address(s)]

- [Consumer signature(s)] (only when this form is submitted on paper)

\* Strike through what doesn't apply or fill in what applies.