

General Conditions Webshop

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Article 1 - Definitions

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

1. **Reflection period:** the period within which the consumer may invoke his right of withdrawal;
2. **Consumer:** the natural or legal person not acting in the exercise of a profession or company, who enters into a remote agreement with the entrepreneur;
3. **Day:** Calendar Day;
4. **Length Transaction:** a remote agreement regarding a series of products and / or services, the delivery and / or purchase requirement of which is spread over time;
5. **Durable data carrier:** every means that enables the consumer or entrepreneur to store information directed to him personally, in a way that allows for future consultation and unchanged reproduction of the stored information.
6. **Right of withdrawal:** the possibility for the consumer to refrain from the remote agreement within the reflection period;
7. **Entrepreneur:** the natural or legal person remotely offering products and / or services to consumers;
8. **Remote Agreement:** an agreement in which, in the context of a system for remote sale of product and / or services organized by the entrepreneur, until the establishment of the agreement, only one or more ['only one or more' = onzin?] piece of technology is used for remote communication;
9. **Technology for remote communication:** means that can be used to establish an agreement, without the consumer and entrepreneur joining each other in the same room.

Article 2 - Identity of the entrepreneur

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Article 3 - Applicability

Field Code Changed

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1. These general conditions apply to each offer of the entrepreneur and to every remote agreement established between entrepreneur and consumer.
2. Before the remote agreement is established, the text of these general conditions is made available to the consumer. If this is not reasonably possible, the consumer will be notified – prior to the establishment of the agreement – that the general conditions are available for review at the entrepreneur and they will be sent to the consumer as soon as possible on his / her request.
3. If the remote agreement is established electronically, notwithstanding the previous paragraph, and before the remote agreement is established, the text of these general conditions can be made available electronically to the consumer in such a way that the consumer can easily store it on a durable data carrier. If this is not reasonably possible, the consumer will be notified – prior to the establishment of the remote agreement – of where the general conditions can be reviewed electronically and that they will be sent to the consumer electronically or otherwise, free of charge, on his or her request.
4. If, in addition to these general conditions, specific product or service conditions apply as well, the second and third paragraph apply accordingly, and the consumer may – in case of conflicting general conditions – always invoke the applicable provision most favorable to him.

Article 4 - The offer

1. If an offer has a limited duration or is made under certain conditions, this shall be expressly mentioned in the offer.
2. The offer contains a full and accurate description of the offered products and / or services. The description is sufficiently detailed to allow the consumer to properly assess the offer. If the entrepreneur uses images, these are a truthful representation of the products and / or services offered. Obvious mistakes or errors in the offer, are not binding to the entrepreneur.
3. Each offer contains such information that it is clear to the consumer what the rights and obligations associated with the acceptance of the offer are. This specifically relates to:
 - o the price, including taxes;
 - o any delivery costs;
 - o the way the agreement will be established and which actions are required to that end;
 - o whether or not the right of withdrawal applies;
 - o the method of payment, delivery and implementation of the agreement;
 - o the period for acceptance of the offer, or the period within which the entrepreneur guarantees the price;
 - o the height of the rate for remote communication, if the costs of the use of the technology for remote communication are charged on different grounds than the regular basic rate for the means of communication used;
 - o whether the agreement is archived after its establishment, and if yes, how it can be consulted by the consumer;
 - o how the consumer can verify and – where necessary - correct the details provided by him in the context of the agreement, prior to the establishment of the agreement;
 - o any other languages in which the agreement can be established, in addition to Dutch;
 - o the codes of conduct to which the entrepreneur has subjected and how the consumer can consult these codes of conduct electronically; and
 - o the minimal duration of the remote agreement in case of a length agreement.

Article 5 - The Agreement

1. The Agreement is established – subject to the provisions in paragraph 4 – when the consumer accepts the offer and meets the associated conditions.
2. If the consumer has accepted the offer electronically, the entrepreneur shall immediately confirm the receipt of the acceptance of the offer electronically. As long as the receipt of this acceptance has not been accepted by the entrepreneur, the consumer can dissolve the agreement.
3. If the agreement is established electronically, the entrepreneur takes appropriate technical and organizational measures to protect the electronic transfer of data and provides a secure web environment. If the consumer is allowed to pay electronically, the consumer will take appropriate safety measures thereto.
4. Within the legal frameworks, the entrepreneur may inquire whether the consumer will be able to meet his payment obligations and on all facts and factors that are important to a responsible establishment of the remote agreement. If, based on this investigation, the entrepreneur has good reasons to refrain from entering into the agreement, he has the right to – with provision of reasons – refuse an order or request or to define special conditions with regard to the implementation.

5. The entrepreneur will include the following information with the product or service to the consumer, in writing or in such a way that the consumer can store it on a durable data carrier in an accessible way:
 - a. the visiting address of the branch of the entrepreneur to which the consumer can address his complaints;
 - b. the conditions under which and the way the consumer can invoke his right of withdrawal, or a clear notification regarding the exclusion of the right of withdrawal;
 - c. the information about warranty and service post-purchase;
 - d. the details included in article 4 paragraph 3 of this agreement, unless the entrepreneur has already provided the consumer with these details prior to the establishment of the agreement;
 - e. the requirements for termination of the agreement if the agreement has a term of more than one year or is established for an indefinite period.
6. In case of a length transaction, the provision in the previous paragraph only applies to the first delivery.

Article 6 - Right of withdrawal

1. In the purchase of products, the consumer can dissolve the agreement without provision of reason for a period of 14 days. This reflection period starts on the day after receipt of the product by consumer or a representative pre-assigned by the consumer and disclosed to the entrepreneur.
2. During the reflection period, the consumer will carefully handle the product and the packaging. He will only unbox or use the product to the extent necessary to be able to assess whether he wishes to keep the product. If he invokes his right of withdrawal, he will return the product, including all accessories and – if reasonably possible – in its original state and packaging, to the entrepreneur, in accordance with the reasonable and clear instructions provided by the entrepreneur.
3. In delivery of services, the consumer can dissolve the agreement without provision of reasons for a period of at least fourteen days, starting the day of establishment of the agreement.
4. In order to use his right of withdrawal, the consumer will act in accordance with the reasonable and clear instructions provided by the entrepreneur in the offer and / or at the latest on delivery.

Article 7 - Costs in case of withdrawal

1. If the consumer exercises his right of withdrawal, he shall only be charged the costs of return shipment, if any.
2. If the consumer paid an amount, the entrepreneur will reimburse this amount as soon as possible, however at the latest within 30 days after the return shipment or withdrawal.

Article 8 - Exclusion of right of withdrawal

1. The entrepreneur can exclude the right of withdrawal of the consumer, insofar foreseen in paragraph 2 and 3. The exclusion of the right of withdrawal shall only apply if the entrepreneur has clearly stated so in the offer, or at least in a timely manner prior to the establishment of the agreement.
2. Exclusion of the right of withdrawal is only possible for products:
 - a. that have been established by the entrepreneur in accordance with specifications of the consumer;
 - b. that are clearly personal of nature;
 - c. that – due to their nature – cannot be returned;
 - d. that quickly spoil or age;
 - e. the price of which is bound to fluctuations on the financial market outside of the influence of the entrepreneur;
 - f. for individual newspapers and magazines;
 - g. for audio and video recordings and computer software of which the consumer has broken the seal.
3. Exclusion of the right of withdrawal is only possible for services:
 - a. regarding accommodation, transport, restaurant company or leisure activities to be performed on a certain date or during a certain period;
 - b. the implementation of which has commenced with the express consent of the consumer, prior to the passing of the reflection period.

Article 9 - The price

1. During the period referred to in the offer, the prices for the offered products and / or services will not be raised, except in case of price changes, as a result of changes in VAT rates.

2. Notwithstanding the previous paragraph, the entrepreneur can offer products or services the prices of which are bound to fluctuations on the financial market and of which the entrepreneur has no control, with variable prices. This link with fluctuations and the fact that any prices mentioned are price targets, shall be mentioned in the offer.
3. Price increases within 3 months after the establishment of the agreement, are only permitted if they are the result of legislation or regulations.
4. Price increase as of 3 months after the establishment of the agreement, are only permitted if the entrepreneur has negotiated this, and:
 - a. these are the result of legislation or regulations; or
 - b. the consumer has the authority to terminate the agreement effective on the date of the price increase.
5. The prices mentioned in the offer if products or services, are VAT inclusive.

Article 10 – Conformity and Warranty

1. The entrepreneur guarantees that the products and / or services are accordance with the agreement, the specifications mentioned in the offer, and the reasonable requirements of reliability and / or usefulness and the legal provisions and / or government regulations applicable on the date of establishment of the agreement. If agreed, the entrepreneur also guarantees that the product is suitable for any use other than normal.
2. Warranty issued by the entrepreneur, manufacturer or importer does not affect the legal rights and claims the consumer can assert against the entrepreneur based on the agreement.

Article 11 - Delivery and implementation

1. The entrepreneur will observe the greatest possible care in the receipt and the implementation of orders of products and in the assessment of requests to the provision of services.
2. As place of delivery, the address shall apply as disclosed by the consumer to the company.
3. Subject to the provisions in article 4 of these general conditions, the company will complete accepted orders expeditiously, however at the latest within 30 days, unless a longer delivery term has been agreed. If the delivery is delayed or if an order cannot or only be partially completed, the consumer is notified of this at the latest 30 days after he placed the order. In that case, the consumer has the right to dissolve the agreement free of charge, without any entitlement to compensation of damages.
4. In case of dissolution in accordance with the previous paragraph, the entrepreneur will reimburse the amount paid by the consumer as soon as possible, however at the latest within 30 days after dissolution.
5. If delivery of an ordered product turns out to be impossible, the entrepreneur will endeavor to make available a substitute article. At the latest on delivery, the consumer will be notified of the fact that a substitute article is delivered. In case of substitute articles, the right of withdrawal cannot be excluded. The cost of any return shipment shall be at the expense of the entrepreneur.
6. The risk of damage of and / or missing products lies with the entrepreneur up to the moment of delivery to the consumer or a pre-designated representative, disclosed to the entrepreneur, unless expressly agreed otherwise.

Article 12 - Length transactions: duration, termination and renewal

Termination

1. The consumer can terminate an agreement entered into for an indefinite period and that involves the frequent delivery of products (including electricity) or services, at all times, subject to the rules of termination agreed on to that end and a maximum notice period of one month.
2. The consumer can terminate a fixed term agreement that involves the frequent delivery of products (including electricity) or services at all times at the end of the fixed term, subject to the agreed rules of termination and a maximum notice period of one month.
3. The consumer can terminate the agreements referred to in the previous paragraphs:
 - o at all times without being limited to termination on a certain date or in a certain period;
 - o at least in the same way as it has been entered into;
 - o always with the same notice period as the entrepreneur negotiated for himself.

Renewal

4. A fixed term agreement that involves the frequent delivery of products (including electricity) or services, cannot be tacitly renewed or extended for a fixed term.
5. Notwithstanding the previous paragraph, a fixed term agreement that involves the frequent delivery of newspapers and news magazines, weeklies and magazines, may be tacitly renewed

for a maximum fixed period of three months, if the consumer is allowed to terminate this renewed agreement at the end of the renewal period, with a maximum notice of one month.

6. An agreement for limited duration that involves the frequent delivery of products or services, may only be tacitly renewed indefinitely if the consumer can terminate at all times, with a maximum notice period of one month and a maximum notice period of three months if the agreement involves the frequent – but less than once a month – delivery of newspapers and news magazines, weeklies and magazines.
7. An agreement of limited duration for the frequent delivery of newspapers and news magazines, weeklies and magazines (trial or introductory subscription) is not tacitly renewed and shall end automatically after the end of the trial or introductory period.

Duration

8. If an agreement has a term of longer than a year, the consumer can terminate the agreement at all times with a maximum notice period of one month, unless reasonableness and fairness resist termination prior to the end of the agreed term.

Article 13 - Payment

1. Insofar not agreed otherwise, all amounts due by the consumer must be paid within 14 days after the start of the reflection period as referred to in article 6 paragraph 1. In case of an agreement to render a service, this period will begin after the consumer has received the confirmation of the agreement.
2. In the sale of products to consumers, a maximum advance payment of 50% may be negotiated. When advance payment has been negotiated, the consumer may not assert any rights regarding the implementation of the relevant order or service(s) before the negotiated advance payment has been made.
3. The consumer has the duty to immediately notify the entrepreneur of inaccuracies in the provided or listed payment information.
4. In case of default by the consumer, the entrepreneur – subject to legal restrictions – has the right to charge the consumer reasonable costs, disclosed in advance.

Article 14 - Complaint Procedure

1. The entrepreneur has a properly disclosed complaint procedure and treats the complaint in accordance with this complaint procedure.
2. Complaints about the implementation of the agreement should be filed with the entrepreneur within due time, in full and with a clear description, after the consumer has observed the defects.
3. Complaints filed with the entrepreneur shall be answered within a period of 14 days counted from the date of receipt. If a complaint requires a foreseeable longer processing time, the entrepreneur will answer within the period of 14 days with a message of receipt and an indication of when the consumer can expect a more extensive answer.
4. If the complaint cannot be resolved in mutual consultation, a dispute will arise that is subject to the dispute settlement.

Article 15 - Disputes

1. To agreements between the entrepreneur and the consumer to which these general conditions relate, Dutch Law exclusively applies.

Article 16 - Additional or deviating provisions

Additional provisions or provisions that deviate from these general conditions may not be at the detriment of the consumer and must be documented in writing, or in such a way that they can be stored by the consumer on a durable data carrier in an accessible way.