

General Terms and Conditions

These General Terms and Conditions of Thuiswinkel.org were drawn up in consultation with the Consumers' Association within the framework of the Self-Regulation Coordination Group (CZ) of the Social and Economic Council and will become operable as of 1st June 2014.

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Article 1 - Definitions

The following definitions apply in these terms and conditions:

- 1. Supplementary agreement:** an agreement in which a consumer obtains products, digital content and/or services via a distance contract, and a trader or a third party delivers these products, digital content and/or services in accordance with an agreement between that third party and the trader;
- 2. Withdrawal period:** the period within which a consumer can make use of his right of withdrawal;
- 3. Consumer:** a natural person whose actions are not carried out for objectives relating to the course of a trade, a profession or a business;
- 4. Day:** calendar day;
- 5. Digital content:** data that are produced and supplied in digital form;
- 6. Extended duration transaction:** a distance contract relating to a series of products and/or services, whereby the obligation to supply and/or purchase is spread over a period of time;
- 7. Durable medium:** every means - including emails - that enables a consumer or trader to store information that is addressed to him in person in a way that facilitates its future use or consultation during a period that is in keeping with the objective for which the information is intended, and which facilitates the unaltered reproduction of the stored information;
- 8. Right of withdrawal:** the possibility for a consumer to waive a distance contract within the withdrawal period;
- 9. Trader:** a natural or legal person who is a member of Thuiswinkel.org and who offers products, (access to) digital content and/or services to consumers from a distance;

10. Distance contract: a contract concluded between a trader and a consumer within the framework of system organized for the distance sale of products, digital content and/or services, whereby sole or partly use is made of one or more techniques for distance communication up to and including the moment that the contract is concluded;

11. Model form for right of withdrawal: the European model form for right of withdrawal that is included in Appendix I of these terms and conditions. The trader is not obliged to provide Appendix I if the consumer has no right of withdrawal with regard to his order;

12. Technique for distance communication: means that can be used for communication regarding the offer made by the trader and concluding a contract, without the necessity of the consumer and trader being in the same place at the same time.

Article 2 - Identity of the trader

Name trader: **Smart Horse Technologies BV**

Trading under the trade name **Equestic BV**.

Registered address:

Rondveld 21, 5845EP, Sint Anthonis, Netherlands

Telephone number and time(s) at which the trader can be contacted by telephone from Monday to Friday between 08:30 and 17:30 (CET):

+31-622-886300

Email address:

Service@equestic.com

Chamber of Commerce number: **74806068**

VAT identification number: **NL860033272B01**

Article 3 - Applicability

1. These general terms and conditions apply to every offer made by a trader and to every distance contract that has been realized between an trader and a consumer.

2. Prior to the conclusion of a distance contract, the text of these general terms and conditions will be made available to the consumer. If this is not reasonably possible, the trader will indicate, before the distance contract is concluded, in what way the general terms and conditions are available for inspection at the trader's premises and that they will be sent free of charge to the consumer, as quickly as possible, at the consumer's request.

3. If the distance contract is concluded electronically, then, contrary to the previous paragraph, and before the distance contract is concluded, the consumer will be provided with the text of these general terms and conditions electronically, in such a way that the consumer can easily store them on a durable data carrier. If this is not reasonably possible, then before concluding the distance contract, the trader will indicate where the general terms and conditions can be inspected electronically and that at his request they will be sent to the consumer free of charge, either electronically or in some other way.

4. In cases where specific product or service-related terms and conditions apply in addition to these general terms and conditions, the second and third paragraphs apply by analogy and the consumer can always invoke the applicable condition that is most favorable to him in the event of incompatible general terms and conditions.

Article 4 - The offer

1. If an offer is subject to a limited period of validity or is made subject to conditions, this will be explicitly mentioned in the offer.
2. The offer contains a complete and accurate description of the products, digital content and/or services being offered. The description is sufficiently detailed to enable the consumer to make a proper assessment of the offer. If the trader makes use of illustrations, these will be a true representation of the products and/or services being offered. The trader is not bound by obvious errors or mistakes in the offer.
3. Every offer contains information that makes it clear to the consumer what rights and obligations are related to the acceptance of the offer.

Article 5 - The contract

1. The contract will be concluded, subject to that which is stipulated in paragraph 4, at the moment at which the consumer accepts the offer and the conditions thereby stipulated have been fulfilled.
2. If the consumer has accepted the offer electronically, the trader will immediately confirm receipt of acceptance of the offer electronically. The consumer can dissolve the contract as long as this acceptance has not been confirmed by the trader.
3. If the contract is concluded electronically, the trader will take suitable technical and organizational measures to secure the electronic transfer of data and he will ensure a safe web environment. If the consumer is able to pay electronically, the trader will take suitable security measures.
4. The trader may obtain information – within statutory frameworks – about the consumer's ability to fulfill his payment obligations, as well as about facts and factors that are important for the responsible conclusion of the distance contract. If that research gives the trader proper grounds for declining to conclude the contract, then he has a right, supported by reasons, to reject an order or application or to bind its implementation to special conditions.

5. The trader will send to a consumer, at the latest when delivering a product, service or digital content, the following information, in writing, or in such a way that the consumer can store it on an accessible durable medium:

- a. the office address of the trader's business location where the consumer can lodge complaints;
- b. the conditions under which the consumer can make use of the right of withdrawal and the method for doing so, or a clear statement relating to preclusion from the right of withdrawal;
- c. information on guarantees and existing after-sales service;
- d. the price, including all taxes on the product, service or digital content; the costs of delivery insofar as applicable, and the method of payment, delivery or implementing the distance contract;
- e. the requirements for terminating the contract, if the duration of the contract exceeds one year or if it is indefinite;
- f. if the consumer has a right of withdrawal, the model form for right of withdrawal.

6. In case of an extended duration contract, the stipulation in the previous paragraph applies only to the first delivery.

Article 6 - Right to cancel

1. You have the right to cancel the contract within 14 days without giving any reason. The withdrawal period expires 14 days after the day on which you or a third party designated by you, who is not the carrier, physically take possession of the good.
2. To exercise the right to cancel, you must inform us (Equestic BV, Rondveld 21,5845EP Sint Anthonis, The Netherlands, Service@equestic.com , +31-622-886300) of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). that you are cancelling the contract. To comply with the cancellation period, it is sufficient to send your communication regarding your exercise of the right of withdrawal before the withdrawal period has expired.

Article 7 - Consequences of cancellation

1. If you cancel the contract, you will receive all payments you have made up to that point, including delivery costs (with the exception of any additional costs resulting from your choice of a delivery method other than the cheapest standard delivery offered by us) and in any case no later than 14 days after we have been notified of your decision to cancel the contract.
2. If you return only part of your order, the delivery costs will not be refunded. We will refund you with the same payment method that you used to perform the original transaction, unless you have expressly agreed otherwise; in any case, you will not be charged for such refund.
3. We may wait with a refund until we have received the goods back, or you have demonstrated that you have returned the goods, whichever comes first. You must return or hand over the goods to us without delay, but in any case no later than 14 days after the day on which you notified the decision to withdraw from the contract. You are on time if you return the goods before the 14-day period has expired. The direct costs of returning the goods are for your account.
4. You are only liable for the depreciation of the goods resulting from the use of the goods, which goes beyond what is necessary to determine the nature, characteristics and functioning of the goods.

Article 8 - The price

1. During the period of validity indicated in the offer, the prices of the products and/or services being offered will not be increased, except for price changes in VAT-tariffs.
2. Contrary to the previous paragraph, the trader may offer products or services at variable prices, in cases where these prices are subject to fluctuations in the financial market over which the trader has no influence. The offer must refer to this link with fluctuations and the fact that any prices mentioned are recommended prices.
3. Price increases within 3 months after the contract was concluded are only permitted if they are the result of statutory regulations or stipulations.

4. Price increases more than 3 months after the contract was concluded are only permitted if the trader stipulated as much and: a. they are the result of statutory regulations or stipulations; or b. the consumer is authorized to terminate the contract on the day on which the price increase takes effect.

5. Prices stated in offers of products or services include VAT.

Article 9 - Contract fulfilment and extra guarantee

1. The trader guarantees that the products and/or services fulfill the contract, the specifications stated in the offer, the reasonable requirements of reliability and/or serviceability and the statutory stipulations and/or government regulations that existed on the date that the contract was concluded. If agreed the trader also guarantees that the product is suited for other than normal designation.

2. An extra guarantee arrangement offered by the trader, manufacturer or importer can never affect the statutory rights and claims that a consumer can enforce against the trader on the grounds of the contract if the trader failed to fulfil his part in the contract.

3. An extra guarantee is defined as every commitment of a trader, his supplier, importer or manufacturer that grants a consumer rights or claims, in excess of those provided by law, for the event that he fails to fulfil his part in the contract.

Article 10 - Supply and implementation

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 deemed to be the address that the consumer makes known to the company.

3. Taking into consideration that which is stated in article 4 of these general terms and conditions, the company will implement accepted orders with efficient expedition, though at the latest within 30 days, unless a different period of delivery has been agreed. If delivery suffers a delay, or if the delivery cannot be

implemented, or only partially, the consumer will be informed about this at the latest 30 days after the order was placed. In this case, the consumer has a right to dissolve the contract free of charge and a right to possible damages.

4. Following dissolution in accordance with the previous paragraph, the trader refunds the consumer immediately the sum he had paid.

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 representative previously designated by the consumer and announced to the trader, unless this has explicitly been agreed otherwise.

Article 11 - Extended duration transactions: duration, termination and prolongation

Termination

1. The consumer has a right at all times to terminate an open-ended contract that was concluded for the regular supply of products (including electricity) or services, subject to the agreed termination rules and a period of notice that does not exceed one month.

2. The consumer has a right at all times to terminate a fixed-term contract that was concluded for the regular supply of products (including electricity) or services at the end of the fixed-term, subject to the agreed termination rules and a period of notice that does not exceed one month.

3. With respect to contracts as described in the first two paragraphs, the consumer can: - terminate them at all times and not be limited to termination at a specific time or during a specific period; - terminate them in the same way as that in which they were concluded; - always terminate them subject to the same period of notice as that stipulated for the trader.

Prolongation

4. A fixed-term contract that was concluded for the regular supply of products (including electricity) or services may not be automatically prolonged or renewed for a fixed period of time.

5. In departure from that which is stated in the previous paragraph, a fixed-term contract that has been concluded for the regular supply of daily or weekly newspapers or magazines may be automatically prolonged for a fixed term that does not exceed three months, if the consumer is at liberty to terminate this prolonged contract towards the end of the prolongation, with a period of notice that does not exceed one month.

6. A fixed-term contract that has been concluded for the regular supply of products or services may only be automatically prolonged for an indefinite period of time if the consumer has at all times the right to terminate, with a period of notice that does not exceed one month and, in the case of a contract to supply daily or weekly newspapers or magazines regularly but less than once per month, a period that does not exceed three months.

7. A fixed term contract for the regular supply, by way of introduction, of daily or weekly newspapers and magazines (trial subscriptions or introductory subscriptions) will not be automatically prolonged and will automatically terminate at the end of the trial period or introductory period.

Duration

8. If the fixed-term of a contract exceeds one year, then after one year the consumer has at all times a right to terminate, with a period of notice that does not exceed one month, unless reasonableness and fairness dictate that premature termination of the contract would be unacceptable.

Article 12 - Payment

1. As far as no other date is stipulated in the contract or supplementary conditions, sums payable by the consumer should be paid within 14 days after commencement of the withdrawal period, or in the absence of a withdrawal period within 14 days after the conclusion of the contract. In the case of a contract to provide a service, this 14-day period starts on the day after the consumer received confirmation of the contract.

2. When selling products to consumers, the general terms and conditions may never stipulate an advance payment in excess of 50%. Where advance payment is stipulated, the consumer cannot invoke any rights whatsoever in relation to the

implementation of the order or service(s) in question before the stipulated advance payment has been made.

3. The consumer is obliged to report immediately to the trader any inaccuracies in payment data provided or stated.

4. If a consumer fails to fulfil his payment obligation(s) in good time, after the trader has informed the consumer about the late payment, the consumer is allowed 14 days in which to fulfil the obligation to pay; if payment is not made within this 14-day period, statutory interest will be payable over the sum owed and the trader has the right to charge reasonable extrajudicial costs of collection he has incurred. These costs of collection amount to, at the most: 15% of unpaid sums up to €2,500; 10% over the next €2,500; and 5% over the next €5,000, with a minimum of €40. The trader can make departures from these sums and percentages that are favorable to the consumer.

5. In cooperation with Klarna Bank AB (publ), Sveavägen 46, 111 34 Stockholm, Sweden, we offer you the following payment options. Payment is to be made to Klarna:

- Pay later.
- Slice it.
- Further information and Klarnas user terms you can find [here](#). General information on Klarna you can find [here](#). Your personal data is handled in accordance with applicable data protection law and in accordance with the information in Klarnas privacy statement.

Article 13 - Complaints procedure

1. The trader provides for a complaints procedure, that has been given sufficient publicity, and will deal with a complaint in accordance with this complaints procedure.

2. A consumer who has discovered shortcomings in the implementation of a contract must submit any complaints to the trader without delay, in full and with clear descriptions.

3. A reply to complaints submitted to the trader will be provided within a period of 14 days, calculated from the date of receipt. If it is anticipated that a complaint will require a longer processing time, then the trader will reply within 14 days, confirming receipt and indicating when the consumer can expect a more elaborate reply.

4. A complaint about a product, a service or the trader's service can also be submitted via a complaints form on the consumer's page of the website of Thuiswinkel.org, www.thuiswinkel.org The complaint is then sent both to the trader concerned and Thuiswinkel.org.

5. The consumer should give the trader a time period of at least 4 weeks to solve the complaint in joint consultation. After this period of time, the complaint becomes a dispute that is subject to the disputes settlement scheme.

Article 14 - Disputes

1. Contracts entered into between a trader and a consumer and which are subject to these general terms and conditions are subject only to Dutch law.

2. Disputes between a consumer and an trader over the conclusion or exercising of contracts relating to products and services to be supplied by this trader can be put before the Thuiswinkel Disputes Committee, P.O. Box 90600, 2509 LP in The Hague (www.sgc.nl), by either the consumer or the trader, with due observance of that which is stipulated below.

3. The Disputes Committee will only deal with a dispute if the consumer first put his complaint, without delay, to the trader. 4. If the complaint does not lead to a solution, the dispute should be submitted to the Disputes Committee no later than 12 months after the consumer submitted the complaint to the trader.

5. If a consumer wants to put a dispute before the Disputes Committee, the trader is bound by that choice. Preferably, the consumer notifies the trader first.

6. If a trader wishes to put a dispute before the Disputes Committee, then the consumer will indicate, in response to a written request made by the trader, whether he is in contract, or prefers the dispute to be dealt with by the

competent law-court. If the consumer does not indicate his choice to the trader within a period of five weeks, then the trader has a right to put the dispute before the competent law-court.

7. Rulings of the Disputes Committee are subject to the conditions as stipulated in the regulations of the Disputes Committee. Decisions of the Disputes Committee take the form of binding advice.

8. The Disputes Committee will not deal with a dispute – or will terminate their intervention – if the trader has been granted a suspension of payments, gone bankrupt or has actually terminated business activities before the committee dealt with the dispute during a session and rendered a final ruling.

9. If, alongside the Thuiswinkel Disputes Committee, there is another competent disputes committee that is recognized or one that is affiliated with the Disputes Committee Foundation for Consumer Affairs (SGC) or the Complaints Institute Financial Services (Kifid), the Thuiswinkel Disputes Committee shall preferably have jurisdiction for disputes that relate principally to the sales method or to providing services long-distance. For all other disputes, this will be the other disputes committee that is recognized by the SGC or affiliated with the Kifid.

Article 15 - Branch guarantee

1. Thuiswinkel.org guarantees the fulfilment of obligations of her members in relation to binding advices imposed on them by the Thuiswinkel Disputes Committee, unless the member decides to put the binding advice before a law-court for verification within two months after the date of that advice. In case of law-court verification the suspension of the guarantee will end and the guarantee will come into effect again upon the court ruling becoming final and conclusive, whereby the court has declared that the binding advice has binding effect. Up to a maximum sum of €10,000 per binding advice Thuiswinkel.org will pay this sum to the consumer. In case of sums higher than €10,000 per binding advice, the sum of €10,000 will be paid. In as far as the sum is higher than €10,000, Thuiswinkel.org has the obligation to take reasonable adequate efforts to pursue the member to fulfil the binding advice.

2. Application of this guarantee requires the consumer to submit a written appeal to Thuiswinkel.org and to transfer his claim on the trader to Thuiswinkel.org. In as far as the claim on the trader exceeds the sum of €10,000, the consumer will be offered the possibility to transfer his claim on the trader above the sum of €10,000 to Thuiswinkel.org, where after this organization will pursue payment of the claim in court on her own title and costs.

Article 16 - Additional or different stipulations

1. Additional stipulations or stipulations that differ from these general terms and conditions, may not be detrimental to the consumer and should be recorded in writing, or in such a way that consumers can store them in a readily accessible manner on a durable medium.

Article 17 - Amendment to the general terms and conditions of Thuiswinkel.org

1. Thuiswinkel.org will only amend these general terms and conditions after consultation with the Consumers' Association.
2. Amendments to these terms and conditions will only come into effect after they have been published in the appropriate way, on the understanding that where amendments apply during the validity of an offer, the stipulation that is most favorable to the consumer will prevail.

Thuiswinkel.org P.O. Box 7001, 6710 CB EDE, the Netherlands.

Rights can only be derived on the basis of the Dutch version of these general terms and conditions.

Appendix I: Model form for right of withdrawal

Model form for right of withdrawal (this form should only be completed and returned if you want to withdraw from the contract)

- To:

Equestic BV,
Rondveld 21, 5845EP,
Sint Anthonis,
Netherlands.

E-mail address: Service@equestic.com

1) I/we* herewith inform you that, in respect of our contract regarding The sale of the following products: Equestic SaddleClip

I/we* exercise our right of withdrawal.

- Ordered on*/received on* _____
[date of ordering services or receiving goods]

- _____
[Consumer(s)' name]

- _____
[Consumer(s)' address]

- _____
[Consumer(s)' signature] (only if this form is submitted on paper)

*Delete or provide supplementary information, as applicable.