
WEB SHOP TERMS HET ZOETHOUDERTJE

ARTICLE 1. | DEFINITIONS

In these supply conditions the following terms are used in the following meaning, insofar as the nature or scope of the provisions do not state otherwise.

1. Het Zoethoudertje: the user of these web shop terms, having its registered office at Burgemeester Van Loghemplein 32, 7413 VN in Deventer, registered in the Trade Register under Chamber of Commerce number 08170961.
2. Other party: any individual or legal entity or government body with whom/which Het Zoethoudertje has concluded an agreement or intends to do so.
3. Consumer: the purchaser within the meaning of subsection 2, individual, who does not act as part of performance of a profession or business.
4. Agreement: any purchase agreement concluded by Het Zoethoudertje by way of the ordering process on the website and the purchaser, by which Het Zoethoudertje has committed itself in respect of the purchaser to sell and deliver products at an agreed price.
5. Website: the website on which the agreement is concluded: hetzoethoudertje.nl or hetzoethoudertje.com.
6. Products: all the items Het Zoethoudertje will sell and supply the purchaser as part of the agreement, such as candy and/or other items.
7. In writing: both traditional written communication as well as digital communication saved on a durable data carrier, such as email communication.
8. Right of dissolution: the legal opportunity offered to the consumer to dissolve an agreement for up to 14 days after receiving the products.

ARTICLE 2. | GENERAL PROVISIONS

1. These web shop terms apply to any offer of Het Zoethoudertje that is published on the website and each concluded agreement.
2. The applicability of the purchase or other conditions of the purchaser are explicitly rejected.
3. That stated in these web shop terms can only be deviated from in writing. If and insofar as the parties have explicitly agreed otherwise in writing in deviation from that stated in these web shop terms, than that explicitly agreed in writing by the parties applies.
4. The dissolution or nullification of one or more of the provisions in these general terms and provisions does not affect the validity of the other clauses. In such an event, the parties are obliged to discuss a new provision to replace the provision in question, thereby taking into account the aim and the intent of the original provision.

ARTICLE 3. | OFFER AND CONCLUDING OF THE AGREEMENT

1. Each offer of Het Zoethoudertje is free of obligation and is concluded subject to sufficient availability of the offered products.
2. In order to be able to conclude agreements the purchaser must register on the website. The purchaser guarantees that he fully provides the obligatory information truthfully upon registration. In no event is Het Zoethoudertje liable for damage arising for the purchaser due to Het Zoethoudertje acting on the basis of incorrect or incomplete information provided by the purchaser.
3. The other party can also not derive any right from an offer of Het Zoethoudertje that contains an apparent error or mistake.
4. The agreement is concluded the moment the order is confirmed to the purchaser by email by Het Zoethoudertje and the purchaser has complied with the terms stated in the offer. If the order cannot be supplied, Het Zoethoudertje is authorised to dissolve the agreement in return for the repayment as soon as possible or the remittance of the sums paid or owed by the purchaser, without Het Zoethoudertje being liable to pay any damages.
5. If the purchaser concludes the agreement on behalf of other individuals or legal entities, he states that he is authorised to do so before entering into the agreement. The purchaser and that individual or legal entity is severally liable for meeting the obligations resulting from that agreement.

ARTICLE 4. | DELIVERY

1. Unless it has explicitly agreed that the products are supplied by collection thereof on location of Het Zoethoudertje, the products are supplied by way of delivery thereof at the delivery address indicated by the purchaser, in the absence of which the invoice address is regarded as the delivery address. The delivery costs are additionally charged to the purchaser, unless otherwise has explicitly been agreed upon.
2. If it has been explicitly agreed that the products are collected at the location of Het Zoethoudertje, then they will only collect them on the date and time agreed by the parties.

3. Het Zoethoudertje retains the right to deliver the order in instalments. In that case the cool-down period of the consumers in respect of the right of dissolution only commences the moment that the past part delivery from the delivery has been accepted by or on behalf of the consumer.
4. The risk of loss and damage of the products is transferred to the purchaser the moment the goods have been received by or on behalf of the purchaser.
5. If the agreed delivery period is exceeded the purchaser, notwithstanding that stated in article 6, is never authorised to refuse the products to be delivered and/or the payment of the agreed purchase price.
6. If the products could not be delivered as a result of a circumstance that is attributable to the purchaser, then Het Zoethoudertje is authorised to keep the products in storage for account and risk of the purchaser, notwithstanding the obligation of the purchaser to pay the agreed price.
7. If the purchaser refuses to accept the ordered goods or is negligent in any other way with regard to receiving the products, the purchaser will inform Het Zoethoudertje upon first request within which period the products will be accepted. This period will never exceed one month after the date of the request as referred to in the previous sentence. Het Zoethoudertje is authorised to dissolve the agreement if and insofar as the purchaser, after the lapsing of the period referred to in the previous sentence, still has not proceeded to receive the products, notwithstanding the obligation of the purchaser to pay the agreed price and reasonable storage costs in respect of the products.
8. If for the applications of subsections 5 up to and including 7 reasonable costs are incurred by Het Zoethoudertje, which would not exist if the purchaser had accurately met the obligations stated therein, then these costs are additionally payable by the purchaser.

ARTICLE 5. | RESEARCH AND COMPLAINTS

1. The purchaser must, upon delivery of the products, immediately investigate whether the nature and the quantity of the products are in accordance with that stated in the agreement. If purchaser considers that the nature and/or quantity of the products fails to comply with the agreement, then he must immediately inform Het Zoethoudertje thereof upon delivery in the understanding that in the event of the delivery of the products, the purchaser must inform Het Zoethoudertje thereof immediately in writing.
2. In the event of a defect that was reasonably not visible at the time of the delivery, the purchaser must inform Het Zoethoudertje thereof in writing within seven days after they have become aware or should reasonably have become aware of the existence of the defect.
3. In deviation of that stated in the previous subsection, the right to impose a claim or objection in respect of the existence of a defect with regard to a consumer sale lapses if no complaint is filed with Het Zoethoudertje in respect thereof within two months after the consumer's discovery of the defect.
4. If the purchaser fails to file a complaint in time, then Het Zoethoudertje does not have any obligation in respect of such a complaint of the purchaser.
5. Even if the purchaser files a complaint within the stipulated time, this does not remove the obligation of the purchaser to pay the price agreed upon in the agreement on time.

ARTICLE 6. | DELIVERY INSTALMENTS

Het Zoethoudertje does everything in its power to meet the delivery period agreed by the parties. However, the delivery periods stated by Het Zoethoudertje can only be regarded as being indicative and not as a final deadline. The default of Het Zoethoudertje will not take effect until after the purchaser has declared the Het Zoethoudertje in default in writing, whereby the notice of default states a reasonable period in which Het Zoethoudertje must give the opportunity to comply with its obligations and has still failed to comply with its obligations after the above mentioned period has ended.

ARTICLE 7. | CONSUMER RIGHT OF DISSOLUTION

1. Notwithstanding that stated in the remainder of this article, the consumer can dissolve the long-distance up to 14 days after receipt of the products without stating a reason for this.
2. The consumer has no right of dissolution in the event of:
 - a) the delivery of products that are not suitable to be returned for health protection or hygiene reasons and of which the seal or direct packaging has been broken or opened after delivery, and Candy and other consumer articles of which the direct packaging is opened or the seal is broken cannot be returned;
 - b) the delivery of products that are very perishable or that have such a limited shelf life that it reasonably stands in the way of the applicability of the right of dissolution;
 - c) an agreement for which the right of dissolution has been excluded pursuant to Section 6.5.2B of the Dutch Civil Code.
3. The consumer utilising his right of dissolution, can dissolve the long-distance agreement by sending an email or by making a request to Het Zoethoudertje by completing the model form made available by Het Zoethoudertje for revocation. As soon as Het Zoethoudertje has been informed of the intention of the consumer to dissolve the long-distance agreement and if the

terms and conditions stated in this article have been complied with, then Het Zoethoudertje will confirm the dissolution of the long-distance agreement by email.

4. During the period as described in subsection 1, the consumer must handle the products and the packaging with care. The consumer can only handle and inspect the products to the extent necessary to assess the nature and characteristics of the products. The principle hereby is that the consumer can only touch and inspect the products as he would be allowed to do in a shop.
5. If the consumer utilises the right of dissolution, then he will return the products undamaged, with any delivered accessories and in its original condition and packaging to Het Zoethoudertje.
6. The consumer is liable for devaluation of the products as a result of the manner in which the products are dealt with if it goes beyond that permitted pursuant to subsection 4. Het Zoethoudertje is authorised to invoice the consumer for this devaluation and to settle this with the payments received from the consumer.
7. The products must be returned within fourteen days after dissolution of the long-distance agreement pursuant to that stated in subsection 3, as confirmed by Het Zoethoudertje.
8. If the consumer wishes to utilise the right of dissolution, the costs for returning the products are for his account.
9. Het Zoethoudertje will repay the payment from the consumer less any devaluations as soon as possible, but no later than within fourteen days after dissolution of the long-distance agreement, provided the products were received back by Het Zoethoudertje or the consumer can soundly substantiate that the products were indeed returned. If the right of dissolution is only applied in respect of a part of the order, then any delivery costs the consumer pays initially are not eligible for repayment.

ARTICLE 8. | CONFORMITY

1. Het Zoethoudertje guarantees that the delivered items comply with the agreement and that it has the qualities the purchaser could reasonably expect to be present; in the absence of which the purchaser can claim a repair or replacement of the products at no cost. If repair or replacement is not possible, then the purchaser, by non-conformity, can claim repayment or remittance of that owed by him on the basis of the agreement.
2. A guarantee provided by Het Zoethoudertje, manufacturer or importer does not withstand the mandatory rights and claims consumers can claim in respect of Het Zoethoudertje.

ARTICLE 9. | FORCE MAJEURE

1. Het Zoethoudertje does not have to meet any obligation in the agreement if and for as long as it is hindered in doing so by a circumstance which cannot be attributed to him pursuant to the law, a legal act or generally prevailing opinions.
2. If the force majeure situation prevents the meeting of the agreement permanently, the parties are entitled to dissolve the agreement effective immediately.
3. If Het Zoethoudertje has only met its (delivery) obligations partially at the time the force majeure situation commenced, or can only meet part of its (delivery) obligations, he is entitled to separately invoice the part performed, or performable as if it were an independent agreement.
4. Damage resulting from a force majeure is never eligible for compensation, notwithstanding that stated in the previous subsection.

ARTICLE 10. | SUSPENSION AND DISSOLUTION

1. Het Zoethoudertje is, if justified by the circumstances, authorised to suspend the performance of the agreement or dissolve the agreement, fully or partly, effective immediately, if and insofar as the purchaser fails to meet the obligations of the agreement fully or fails to meet them in time, or if Het Zoethoudertje has learned after having concluded the agreement that there are circumstances that provide good grounds to fear that the purchaser will not meet its obligations.
2. If the purchaser is declared bankrupt, is subject to the Debt Repayment (Natural Persons) Act, or if a claim is made on his goods, or if the purchaser can no longer freely dispose of its assets, then Het Zoethoudertje is entitled to dissolve the agreement, effective immediately, unless the purchaser has already provided sufficient security for the payment(s).
3. Het Zoethoudertje is also entitled to dissolve the agreement if circumstances should occur that are of such a nature that meeting the agreement is impossible or if the unchanged maintaining of the agreement cannot reasonably be demanded of him.
4. The purchaser is never entitled to any payment of damages resulting from the suspension or dissolution right exercised by Het Zoethoudertje on the basis of this article.
5. Insofar as this can be attributed to the purchaser, the other party is obliged to pay the damages suffered by Het Zoethoudertje as a result of the suspension or dissolution of the agreement.
6. If Het Zoethoudertje dissolves the agreement on the basis of this article, all the claims of the purchaser are payable immediately.

ARTICLE 11. | PRICES AND PAYMENTS

1. Unless otherwise is explicitly stated, all the prices listed by Het Zoethoudertje are exclusive of VAT and postage and packaging costs. Before the agreement is concluded with the consumer, the total price including VAT and any delivery costs are stated.
2. Het Zoethoudertje is not obliged to perform the agreement for as long as the purchaser remains in default with complying with all the terms made in the offer, such as the advance payment.
3. Payments must be made in one of the payment methods instructed by Het Zoethoudertje.
4. Het Zoethoudertje is authorised to only send invoices electronically to the purchaser.
5. In the event of liquidation, bankruptcy, applicability of the Debt Repayment (Natural Persons) Act or suspension of payment of the purchaser, the claims on the purchaser are payable immediately.
6. If the payment is not made in time, the purchaser will be legally in default. From the day that the purchaser is in default, the purchaser must pay an interest of 1% per month on the outstanding amount, whereby a part of a month is regarded as a full month. In deviation of the previous sentence, the statutory interest applies instead of the contractual interest referred to therein, if the purchaser acts in the capacity of a consumer.
7. All legal costs, such as legal, extra-judicial and execution costs made in order to obtain the sums owed by the other party are payable by the purchaser.

ARTICLE 12. | LIABILITY AND INDEMNIFICATION

1. Except in the event of intentional or conscious recklessness of Het Zoethoudertje, and except that stated in article 5 and 8, Het Zoethoudertje is no longer liable for defects in that delivered or supplied.
2. The purchaser is responsible for the damage caused by inaccuracies or lack of information provided by the purchaser, a shortcoming in the compliance with the obligations of the purchaser resulting from the law or the agreement, as well as other circumstances that cannot be attributed to Het Zoethoudertje.
3. Het Zoethoudertje is not liable for damage resulting from the use of the products it has supplied, except in cases involving intent or deliberate recklessness of Het Zoethoudertje.
4. Het Zoethoudertje is also not liable for damage for which the manufacturer or the importer of the products bears responsibility for payment of damages pursuant to the statutory regulation regarding product liability.
5. Het Zoethoudertje is never liable for consequential damage, including loss of profit, loss and damage suffered as a result of a business interruption.
6. The liability of Het Zoethoudertje is always limited to no more than the invoiced amount of the agreement, at least for that part of the agreement to which the liability of Het Zoethoudertje relates.
7. The lapsing period of all legal claims and objections with regard to Het Zoethoudertje amounts to one year. In deviation of the previous sentences, all the claims of consumers and objections that have been deemed valid on the facts that would justify the statement that the consumer purchase does not comply with that stated in the agreement, will lapse after two years.
8. The purchaser indemnifies Het Zoethoudertje against any claims of third parties that suffer damages in relation to the performance of the agreement and the cause of which cannot be attributed to Het Zoethoudertje.
9. In the event of a consumer sale, the limitations of this article do not exceed that permissible pursuant to article 7:24 (2) Dutch Civil Code.

ARTICLE 13. | RETENTION OF TITLE

1. All the products supplied by Het Zoethoudertje remain owned by Het Zoethoudertje until the purchaser has adequately met all his obligations resulting from the agreement.
2. The purchaser is forbidden to sell, pawn products that are subject to the retention of title or to mortgage them in any other way.
3. If third parties impound products under retention of title, or wishes to claim these or have these imposed, then the purchaser is obliged to inform Het Zoethoudertje thereof as soon as possible.
4. The purchaser will give Het Zoethoudertje or a third party appointed by Het Zoethoudertje his unconditional permission to enter all those places where the products under retention of title are located. If the purchaser fails to do so, Het Zoethoudertje is entitled to take back the products in question. All the reasonable costs incurred in this respect are payable by the purchaser.

ARTICLE 14. | GENERAL COMPLAINT POLICY

1. Complaints with regard to the performance of the agreement must, notwithstanding that stated in the remainder of these web shop terms, be fully and clearly described and filed with Het Zoethoudertje within the appropriate time after the purchaser's discovery thereof.
2. All the complaints filed with Het Zoethoudertje will be answered within a period of fourteen days after receipt thereof. If a complaint requires more time, then a response will be sent within the period of fourteen days with a confirmation of receipt and an indication of when the purchaser can expect a more detailed answer.

ARTICLE 15. | INTELLECTUAL PROPERTY

Het Zoethoudertje retains all the intellectual property and industrial property rights in respect of the products, the designs (of the packaging) thereof, as well as the brand names it uses and the image materials, text and other content stated on the website. The purchaser is forbidden to multiply, to reproduce, to publish or to use them in any other way than that necessary in respect of the nature or intent of the agreement or the normal use of the website.

ARTICLE 16. | FINAL PROVISIONS

1. Each agreement and any resulting legal relations between the parties are exclusively subject to Dutch law.
2. The parties will try to resolve disputes between themselves. Any dispute that cannot be resolved by the parties will be brought before the courts.
3. Insofar as this is not deviated from by mandatory law, then only the competent court within the district where Het Zoethoudertje resides will be appointed to settle any legal disputes.
4. The Dutch version of the current web shop terms is always leading for the explanation of the requirements included therein.