

General Terms & Conditions

These General Terms and Conditions of the Stichting Webshop Keurmerk were drawn up in consultation with the Dutch Consumers' Association (Consumentenbond) within the framework of the Self-Regulation Coordination Group (CZ) of the Social and Economic Council of the Netherlands and took effect on 1 June 2014.

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Article 1 – Definitions

For the purposes of these terms and conditions:

1. **Additional agreement:** a contract whereby the consumer acquires products, digital content and/or services in connection with a distance contract and these goods, digital content and/or services are supplied by the trader or by a third party on the basis of an arrangement between that third party and the trader;
2. **Reflection period:** the period during which the consumer can exercise the right of withdrawal;
3. **Consumer:** the natural person who is not acting for purposes related to his trade, business, craft or profession;
4. **Day:** calendar day;
5. **Digital content:** data produced and supplied in digital form;
6. **Continuing-performance contract:** a contract that provides for the regular supply of goods, services and/or digital content over a period of time;

7. **Durable medium:** any tool – including e-mail – that enables the consumer or trader to store information addressed personally to him in a way that allows future consultation or use for a period tailored to the purpose for which the information is intended, and which permits unchanged reproduction of the stored information;
8. **Right of withdrawal:** the option of the consumer to withdraw from the distance contract within the reflection period;
9. **Trader:** the natural or legal person who is a member of Stichting Webshop Keurmerk and who offers products, (access to) digital content and/or services to consumers at a distance;
10. **Distance contract:** a contract concluded between the trader and the consumer within the framework of an organised system for distance selling of products, digital content and/or services, whereby one or more means of distance communication are used exclusively or partly up to and including the conclusion of the contract;
11. **Model withdrawal form:** the European model withdrawal form set out in Annex I to these terms and conditions;
12. **Means of distance communication:** a medium that can be used for concluding a contract without the consumer and the trader having to be in the same place at the same time.

Article 2 – Identity of the Trader

- Maison Tisane B.V.
- Kastanjelaan 400
- 5616 LZ Eindhoven
- The Netherlands
- T: +31 (0)40-240 5807 (Monday–Friday 09:00 – 18:00)
- E: contact@maisontisane.nl
- Chamber of Commerce no.: 97487422

Article 3 – Scope

1. These general terms and conditions apply to every offer made by the trader and to every distance contract concluded between the trader and the consumer.
2. Before a distance contract is concluded, the text of these general terms and conditions shall be made available to the consumer. If this is not reasonably possible, the trader shall indicate, before the distance contract is concluded, how the general terms and conditions can be inspected at the trader's premises and that they will be sent to the consumer free of charge, as soon as possible, at the consumer's request.

3. If the distance contract is concluded electronically, contrary to the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions may be made available to the consumer electronically in such a way that the consumer can store them on a durable medium in a simple manner. If this is not reasonably possible, it shall be indicated where the general terms and conditions can be consulted electronically and that they will be sent free of charge to the consumer, at his request, by electronic means or otherwise, before the distance contract is concluded.
4. If specific product or service conditions apply in addition to these general terms and conditions, the second and third paragraphs apply mutatis mutandis and, in the event of conflicting conditions, the consumer may always rely on the applicable provision that is most favourable to him.

Article 4 – The Offer

1. If an offer has a limited validity period or is made subject to conditions, this shall be expressly stated in the offer.
2. The offer shall contain a complete and accurate description of the products, digital content and/or services offered. The description shall be sufficiently detailed to enable the consumer to make a proper assessment of the offer. If the trader uses images, these shall be a true representation of the products, services and/or digital content offered. Obvious mistakes or errors in the offer do not bind the trader.
3. Each offer shall contain sufficient information to make it clear to the consumer what rights and obligations are attached to the acceptance of the offer.

Article 5 – The Agreement

1. The agreement is concluded, subject to the provisions of paragraph 4, at the moment the consumer accepts the offer and meets the conditions laid down therein.
2. If the consumer has accepted the offer electronically, the trader shall immediately confirm receipt of acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed by the trader, the consumer may dissolve the agreement.
3. If the agreement is concluded electronically, the trader shall take appropriate technical and organisational measures to secure the electronic transfer of data and shall ensure a safe web environment. If the consumer can pay electronically, the trader will observe appropriate security measures.
4. The trader may, within legal frameworks, ascertain whether the consumer can meet his payment obligations, as well as all facts and factors that are important for a responsible conclusion of the distance contract. If the trader, on the basis of this investigation, has sound reasons not to conclude the contract, he is entitled to refuse an order or request, or to attach special conditions to the execution.

5. The trader shall send the following information to the consumer, at the latest upon delivery of the product, service or digital content, in writing or in such a way that the consumer can store it on a durable medium in an accessible manner:
 - a. the visiting address of the trader's business establishment where the consumer can lodge complaints;
 - b. the conditions under which and the way in which the consumer may exercise the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
 - c. the information on warranties and existing after-sales services;
 - d. the price including all taxes of the product, service or digital content; where applicable, the delivery costs; and the method of payment, delivery or execution of the distance contract;
 - e. the requirements for terminating the agreement if the contract has a duration of more than one year or is of indefinite duration;
 - f. if the consumer has a right of withdrawal, the model withdrawal form.
6. In the case of a continuing-performance contract, the provision in the previous paragraph applies only to the first delivery.

Article 6 – Right of Withdrawal

For products:

1. The consumer may dissolve a contract regarding the purchase of a product during a reflection period of at least 14 days without giving reasons. The trader may ask the consumer about the reason for withdrawal, but may not oblige the consumer to state his reason(s).
2. The reflection period referred to in paragraph 1 starts 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:
 - a. 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 trader may, provided he has clearly informed the consumer thereof prior to the ordering process, refuse an order of several products with different delivery times;
 - b. if the delivery 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;
 - c. in the case of agreements for the regular delivery of products during a certain period: the day on which the consumer, or a third party designated by him, received the first product.

For services and digital content not supplied on a tangible medium:

3. The consumer may dissolve a service contract and a contract for the supply of digital content not supplied on a tangible medium during at least 14 days without giving reasons. The trader may ask the consumer about the reason for withdrawal, but may not oblige the consumer to state his reason(s).

4. The reflection period referred to in paragraph 3 starts on the day following the conclusion of the contract.

Extended reflection period if the right of withdrawal is not notified:

5. If the trader has not provided the consumer with the legally required information on the right of withdrawal or the model withdrawal form, the reflection period shall expire twelve months after the end of the original reflection period determined in accordance with the previous paragraphs of this article.
6. If the trader provides the consumer with the information referred to in the preceding paragraph within twelve months after the effective date of the original reflection period, the reflection period shall expire 14 days after the day on which the consumer received that information.

Article 7 – Obligations of the Consumer During the Reflection Period

1. During the reflection period the consumer shall handle the product and its packaging with care. He shall only unpack or use the product to the extent necessary to determine the nature, characteristics and functioning of the product. The guiding principle is that the consumer may handle and inspect the product only as he would be allowed to do in a shop.
2. The consumer is only liable for any reduction in value of the product resulting from handling the product in a manner that goes beyond what is permitted in paragraph 1.
3. The consumer is not liable for any reduction in value of the product if the trader has not provided him with all the legally required information about the right of withdrawal before or at the time of the conclusion of the contract.

Article 8 – Exercising the Right of Withdrawal by the Consumer and Costs Thereof

1. If the consumer exercises his right of withdrawal, he shall notify the trader within the reflection period by means of the model withdrawal form or in another unambiguous manner.
2. The consumer shall return the product as soon as possible, but within 14 days from the day following the notification referred to in paragraph 1, or hand it over to (an authorised representative of) the trader. This is not necessary if the trader has offered to collect the product himself. The consumer has complied with the return period if he returns the product before the reflection period has expired.
3. The consumer shall return the product with all delivered accessories, if reasonably possible in the 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 correct and timely exercise of the right of withdrawal lies with the consumer.

5. The consumer shall bear the direct costs of returning the product. If the trader has not notified the consumer that he has to bear these costs or if the trader indicates that he will bear the costs, the consumer does not have to bear the costs of returning the product.
6. If the consumer withdraws after having expressly requested that the performance of the service or the supply of gas, water or electricity that is not ready for sale in a limited volume or certain quantity commences during the reflection period, the consumer shall owe the trader an amount proportional to that part of the obligation which has been fulfilled by the trader at the time of withdrawal, compared to the full performance of the obligation.
7. The consumer shall not bear any costs for the performance of services or the supply of water, gas or electricity, which are not made ready for sale in a limited volume or quantity, or for the supply of district heating, if:
 - a. the trader has not provided the consumer with the legally required information about the right of withdrawal, the reimbursement of costs in case of withdrawal, or the model withdrawal form, or;
 - b. the consumer has not expressly requested the commencement of the performance of the service or the supply of gas, water, electricity or district heating during the reflection period.
8. The consumer shall not bear any costs for the full or partial supply of digital content not supplied on a tangible medium, if:
 - a. he has not expressly consented to the start of the performance of the contract before the end of the reflection period prior to delivery;
 - b. he has not acknowledged losing his right of withdrawal when giving his consent; or
 - c. the trader has failed to confirm this statement by the consumer.
9. If the consumer exercises his right of withdrawal, all additional agreements shall be dissolved by operation of law.

Article 9 – Obligations of the Trader in the Event of Withdrawal

1. If the trader enables the consumer's notification of withdrawal electronically, he shall send an acknowledgement of receipt of this notification without delay after 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 following the day on which the consumer notifies him of the withdrawal. Unless the trader offers to collect the product himself, he may wait with reimbursement until he has received the product or until the consumer proves that he has returned the product, whichever comes first.
3. The trader shall use the same means of payment that the consumer used for reimbursement, unless the consumer agrees to another method. The reimbursement 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 reimburse the additional costs for the more expensive method.

Article 10 – Exclusion of the Right of Withdrawal

The trader may exclude the following products and services from the right of withdrawal, but only if the trader clearly stated this in the offer, or at least in good time before concluding the contract:

1. Products or services whose price is subject to fluctuations in the financial market over which the trader has no influence and which may occur within the withdrawal period.
2. Contracts concluded during a public auction. A public auction is defined as a method of sale whereby products, digital content and/or services are offered by the trader 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 whereby the successful bidder is obliged to purchase the products, digital content and/or services.
3. Service contracts, after full performance of the service, but only if:
 - a. the performance started with the consumer's express prior consent; and
 - b. the consumer has declared that he loses his right of withdrawal once the trader has fully performed the contract.
4. Service contracts for the provision of accommodation, if the contract provides for a specific date or period of performance and other than for residential purposes, goods transport, car rental services and catering.
5. Contracts relating to leisure activities, if the contract provides for a specific date or period of performance thereof.
6. Products manufactured according to the consumer's specifications, which are not prefabricated and are manufactured on the basis of an individual choice or decision of the consumer, or which are clearly intended for a specific person.
7. Products that spoil quickly or have a limited shelf life.
8. Sealed products which are not suitable for return for reasons of health protection or hygiene and whose seal has been broken after delivery.
9. Products which, after delivery, are by their nature irrevocably mixed with other products.
10. Alcoholic beverages whose price was agreed upon at the time of the conclusion of the contract, but whose delivery can only take place after 30 days, and whose actual value depends on fluctuations in the market over which the trader has no influence.
11. Sealed audio, video recordings and computer software, the seal of which has been broken after delivery.
12. Newspapers, periodicals or magazines, with the exception of subscriptions to these.

13. The supply of digital content other than on a tangible medium, but only if:
 - a. the performance has begun with the consumer's express prior consent; and
 - b. the consumer has declared that he thereby loses his right of withdrawal.

Article 11 – Price

1. For the duration stated in the offer, the prices of the products and/or services offered will not be increased, except for price changes resulting from 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 over which the trader has no influence at variable prices. Any reference to being subject to fluctuations and the fact that quoted prices are target prices will be stated in the offer.
3. Price increases within 3 months after the conclusion of the contract are only permitted if they are the result of statutory regulations or provisions.
4. Price increases from 3 months after the conclusion of the contract are only permitted if the trader has stipulated this and:
 - a. they are the result of statutory regulations or provisions; or
 - b. the consumer has the authority to cancel the contract as of the day on which the price increase takes effect.
5. The prices mentioned in the offer of products or services include VAT.

Article 12 – Performance of the Contract & Extra Guarantee

1. The trader guarantees that the products and/or services comply with the contract, the specifications stated in the offer, reasonable standards of soundness and/or usability, and existing statutory provisions and/or government regulations on the date of the conclusion of the contract. If agreed, the trader also guarantees that the product is suitable for use other than normal.
2. An extra guarantee provided by the trader, his supplier, manufacturer or importer shall never limit the statutory rights and claims that the consumer may assert against the trader under the contract if the trader has failed to fulfil his part of the contract.
3. “Extra guarantee” means any commitment by the trader, 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 if he has failed to fulfil his part of the contract.

Article 13 – Delivery & Execution

1. The trader will exercise the greatest possible care in receiving and executing orders for products and in assessing requests for the provision of services.
2. The place of delivery is the address that the consumer has made known to the trader.

3. With due observance of what is stated about this in Article 4 of these general terms and conditions, the trader will execute accepted orders with due speed but at the latest within 30 days, unless another delivery period has been agreed. If delivery is delayed, or if an order cannot be carried out or can only be carried out partially, the consumer will be informed of this no later than 30 days after he has placed the order. In such cases the consumer has the right to dissolve the contract free of charge and is entitled to possible compensation.
4. After dissolution in accordance with the previous paragraph, the trader shall reimburse the amount paid by the consumer without delay.
5. The risk of damage and/or loss of products rests with the trader until the moment of delivery to the consumer or a representative designated in advance and made known to the trader, unless expressly agreed otherwise.

Article 14 – Continuing-Performance Contracts: Duration, Termination & Extension

Termination:

1. The consumer may terminate a contract concluded for an indefinite period and which provides for the regular supply of products (including electricity) or services at any time, subject to the agreed termination rules and a notice period of no more than one month.
2. The consumer may terminate a contract concluded for a definite period and which provides for the regular supply of products (including electricity) or services at any time at the end of the fixed term, subject to the agreed termination rules and a notice period of no more than one month.
3. For the contracts referred to in the previous paragraphs, the consumer may:
 - terminate at any time and shall not be limited to termination at a specific time or in a given period;
 - at least terminate in the same way as they were concluded by him;
 - always terminate with the same notice period as the trader has stipulated for himself.

Extension:

4. A contract concluded for a definite period and which provides for the regular supply of products (including electricity) or services may not be tacitly extended or renewed for a definite period.
5. By way of derogation from the previous paragraph, a contract concluded for a definite period and which provides for the regular supply of daily, news and weekly newspapers and magazines may be tacitly extended for a definite period of up to three months, if the consumer can terminate this extended contract at the end of the extension with a notice period of no more than one month.

6. A contract concluded for a definite period and which provides for the regular supply of products or services may only be tacitly extended for an indefinite period if the consumer may terminate at any time with a notice period of no more than one month. The notice period is a maximum of three months if the contract is for the regular, but less than monthly, supply of daily, news and weekly newspapers and magazines.
7. A contract for a limited duration for the regular supply of daily, news and weekly newspapers and magazines (trial or introductory subscription) is not tacitly continued and ends automatically after the trial or introductory period.

Duration:

8. If a contract has a duration of more than one year, the consumer may terminate the contract at any time after one year with a notice period of no more than one month, unless reasonableness and fairness oppose termination before the end of the agreed duration.

Article 15 – Payment

1. Unless otherwise provided in the contract or additional conditions, amounts owed by the consumer must be paid within 14 days after the start of the reflection period, or in the absence of a reflection period within 14 days after the conclusion of the contract. In the case of a service contract, this period starts on the day after the consumer receives confirmation of the contract.
2. In the sale of products to consumers, the consumer may never be obliged in the general terms and conditions to make an advance payment of more than 50 %. Where advance payment is stipulated, the consumer cannot assert any rights regarding the execution of the relevant order or service(s) before the stipulated advance payment has been made.
3. The consumer has the duty to report inaccuracies in provided or stated payment data to the trader without delay.
4. If the consumer does not fulfil his payment obligation(s) on time, after being informed by the trader of the late payment and after the trader has granted the consumer a period of 14 days in which to still fulfil his payment obligations, the consumer shall owe statutory interest on the amount still due, and the trader is entitled to charge the extrajudicial collection costs incurred by him. These collection costs amount to a maximum of: 15 % on outstanding amounts up to € 2,500; 10 % on the next € 2,500 and 5 % on the next € 5,000, with a minimum of € 40. The trader may deviate from the stated amounts and percentages in favour of the consumer.

Article 16 – Complaints Procedure

1. The trader has a sufficiently publicised complaints procedure and handles complaints in accordance with this procedure.
2. Complaints about the performance of the contract must be submitted to the trader fully and clearly described within a reasonable time after the consumer has discovered the defects.

3. Complaints submitted to the trader are answered within 14 days from the date of receipt. If a complaint requires a foreseeably longer processing time, the trader will reply within 14 days with an acknowledgement of receipt and an indication of when the consumer can expect a more detailed response.
4. A complaint about a product, a service or the trader's service can also be submitted via the complaints form on the consumer page of the Stichting Webshop Keurmerk website (keurmerk.info). The complaint will then be sent to both the relevant trader and Stichting Webshop Keurmerk.
5. If the complaint cannot be resolved by mutual agreement within a reasonable period or within three months after the complaint was submitted, it becomes a dispute that is subject to the dispute resolution scheme.

Article 17 – Disputes

1. Contracts between the trader and the consumer to which these general terms and conditions relate are governed exclusively by Dutch law.
2. Disputes between the consumer and the trader about the formation or performance of contracts relating to products and services supplied or to be supplied by this trader can, subject to the provisions below, be submitted by both the consumer and the trader to the Webshop Disputes Committee, PO Box 90600, 2509 LP The Hague (sgc.nl).
3. The Disputes Committee will only deal with a dispute if the consumer has first submitted his complaint to the trader within a reasonable time.
4. The dispute must be submitted to the Disputes Committee in writing no later than twelve months after the dispute has arisen.
5. If the consumer wishes to submit a dispute to the Disputes Committee, the trader is bound by this choice. If the trader wishes to do so, the consumer must state in writing within five weeks after a written request from the trader whether he also wishes this, or whether he wishes the dispute to be dealt with by the competent court. If the trader does not hear the consumer's choice within five weeks, the trader is entitled to submit the dispute to the competent court.
6. The Disputes Committee will make a decision under the conditions set out in the regulations of the Disputes Committee (degeschillencommissie.nl). The decisions of the Disputes Committee are made by way of binding advice.
7. The Disputes Committee will not handle a dispute or will cease handling it if the trader has been granted a suspension of payment, has become bankrupt, or has actually terminated his business activities before the dispute was heard at the hearing and a final decision was issued.

8. If, in addition to the Webshop Disputes Committee, another disputes committee recognised or affiliated with the Stichting Disputes Committees for Consumer Affairs (SGC) or the Financial Services Complaints Board (Kifid) is competent, the Webshop Keurmerk Disputes Committee is preferably competent for disputes mainly concerning the method of distance selling or services. For all other disputes, the other recognised disputes committee affiliated with SGC or Kifid is competent.

Article 18 – Industry Guarantee

1. Stichting Webshop Keurmerk guarantees the fulfilment of binding advice issued by the Webshop Keurmerk Disputes Committee by its members, unless the member decides to submit the binding advice to the court for review within two months of its dispatch. This guarantee revives if the binding advice is upheld after judicial review and the judgment demonstrating this has become final and conclusive. Up to an amount of € 10,000 per binding advice, this amount will be paid to the consumer by Stichting Webshop Keurmerk. For amounts greater than € 10,000 per binding advice, € 10,000 will be paid. For the remainder, Stichting Webshop Keurmerk has a best-efforts obligation to ensure that the member complies with the binding advice.
2. In order to invoke this guarantee, the consumer must make a written claim to Stichting Webshop Keurmerk and must transfer his claim on the trader to Stichting Webshop Keurmerk. If the claim on the trader exceeds € 10,000, the consumer will be offered to transfer his claim insofar as it exceeds the amount of € 10,000 to Stichting Webshop Keurmerk, after which this organisation will, in its own name and at its own expense, seek payment thereof in court to satisfy the consumer.

Article 19 – Additional or Deviating Provisions

Additional provisions or provisions that deviate from these general terms and conditions may not be to the consumer's detriment and must 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.

Article 20 – Amendment of the Stichting Webshop Keurmerk General Terms & Conditions

1. Stichting Webshop Keurmerk will not amend these general terms and conditions other than in consultation with the Dutch Consumers' Association.
2. Amendments to these terms and conditions shall only take effect after they have been published in an appropriate manner, it being understood that in the event of applicable amendments during the term of an offer, the provision most favourable to the consumer shall prevail.

Address Stichting Webshop Keurmerk: Weteringschans 108, 1017 XS Amsterdam