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### Article 1 – Definitions

In these Terms and Conditions, the following terms shall have the following meanings:

1. **Additional agreement:** an agreement in which the Consumer acquires products, digital content and/or services with respect to a distance agreement and these goods, digital content and/or services are delivered by Jogha International BV or a third party on the basis of an arrangement between this third party and Jogha International BV;
2. **Reflection period:** the period during which the Consumer may use his right of withdrawal;
3. **Consumer:** the natural person who does not act for purposes related to his/her commercial, trade, craft or professional activities;
4. **Day:** calendar day;
5. **Digital content:** data produced and delivered in digital form;
6. **Continuing performance contract:** a contract serving to deliver goods, services and/or digital content in a given period;
7. **Sustainable data carrier:** any means, including email, that allow the Consumer or Jogha International BV to store information directed to him/her personally in such a manner that makes future consultation and use possible during a period that matches the purpose for which the information is destined and which makes unaltered reproduction of the stored information possible.
8. **Right of withdrawal:** the Consumer's option not to proceed with the distance agreement within the cooling-off period;
9. **Jogha International BV:** the natural or legal person who is a member of Stichting Webshop Keurmerk and who provides products, (access to) digital content and or services to Consumers at a distance;
10. **Distance contract:** a contract concluded by Jogha International BV and the Consumer within the scope of an organised system for distance selling products, digital content and/or services, whereby exclusive or additional use is made of one or more technologies of distance communication up to the conclusion of the contract;
11. **Standard form for withdrawal:** the European standard form for withdrawal included in Appendix 1;
12. **Technology for distance communication:** a means to be used for concluding an agreement without the Consumer and Jogha International BV being together in the same place at the same time.

## **Article 2 – The Entrepreneur’s identity**

Jogha International BV

Jogha

Aranka van der Voorden

Baan 74

3011 CD Rotterdam

E-mail address: [shop@jogha.com](mailto:shop@jogha.com)

Chamber of Commerce number: KVK 60322632

VAT identification number: BTW NL853857969B01

## **Article 3 – Applicability**

1. These General Terms and Conditions apply to any offer from Jogha International BV and to any distance contract concluded by Jogha International BV and the Consumer.
2. Before concluding a distance contract, Jogha International BV shall make the text of these General Terms and Conditions available free of charge and as soon as possible. If this is reasonably impossible, Jogha International BV shall indicate in what way the General Terms and conditions can be inspected and that they will be sent free of charge if so requested, before the distant contract is concluded.
3. If the distance contract is concluded electronically, the text of these General Terms and Conditions, in deviation from the previous section and before the distance contract is concluded, may also be supplied to the Consumer electronically in such a way that the Consumer can easily store it on a long-term data carrier. If this is reasonably impossible, it will be specified where the General Terms and Conditions can be viewed electronically and that they will be sent to at the Consumer’s request free of charge, either via electronic means or otherwise, before concluding the distance contract;
4. In the event that specific product or service conditions apply in addition to these General Terms and Conditions, the second and third paragraphs shall apply accordingly, and in the event of contradictory terms and conditions, the Consumer may always appeal to the applicable provision that is most favourable to him/her.

## **Article 4 – The offer**

1. If an offer is of limited duration or if certain conditions apply, it shall be explicitly stated in the offer.
2. The offer contains a full and accurate description of the products, digital content and/or services offered. The description is suitably detailed to enable the Consumer to assess the products, or services and/or digital content adequately. If Jogha International BV makes use of pictures, they are truthful images of the products and/or services provided. Obvious errors or mistakes in the offer do not bind Jogha International BV.
3. All offers contain such information that it is clear to the Consumer what rights and obligations are attached to accepting the offer. This includes, in particular:
  - the price, including taxes;
  - any costs of delivery;
  - the way in which the contract shall be concluded and which actions this will require;
  - whether or not the right of withdrawal applies;
  - the method of payment, delivery and implementation of the contract;
  - the period for accepting the offer or the period for which the trader guarantees the price;
  - the size of the tariff for distance communication, if the costs of using the technique for distance communication are calculated on some other basis than the regular basic tariff for the chosen communication technique;

- if a contract is filed subsequent to its conclusion, and if so, the way in which this can be accessed by the consumer;
- the way in which the consumer can obtain information about the data he has provided for in the course of the contract, as well as the way he can rectify these before the contract is concluded;
- the languages in which the contract can be concluded;
- the behavioral codes to which the trader is subject and the way in which the consumer can consult these behavioral codes electronically; and
- the minimum duration of the distance contract, in the event of a contract that involves the continual or periodical supply of products or services.

#### **Article 5 – The contract**

1. Subject to the provisions in paragraph 4, the contract becomes valid when the Consumer has accepted the offer and fulfilled the terms and conditions set.
2. If the Consumer accepted the offer via electronic means, Jogha International BV shall promptly confirm receipt of having accepted the offer via electronic means. As long as the receipt of said acceptance has not been confirmed, the Consumer may repudiate the contract.
3. If the contract is concluded electronically, Jogha International BV will take appropriate technical and organisational security measures for the electronic data transfer and ensure a safe web environment. If the Consumer can pay electronically, Jogha International BV shall observe appropriate security measures.
4. Jogha International BV may, within the limits of the law, gather information about Consumer's ability to fulfil his payment obligations, and all facts and factors relevant to responsibly concluding the distance contract. If, acting on the results of this investigation, Jogha International BV has sound reasons for not concluding the contract, she is lawfully entitled to refuse an order or request supported by reasons, or to attach special terms to the implementation.
5. Before delivering the product, Jogha International BV shall send the following information along with the product, the service or the digital content in writing or in such manner that the Consumer can store it in an accessible manner on a long-term data carrier:
  - a. the visiting address of Jogha International BV's business establishment where the Consumer may get into contact with any complaints;
  - b. the conditions on which and the manner in which the Consumer may exercise the right of withdrawal, or, as the case may be, clear information about his being exempted from the right of withdrawal;
  - c. the information corresponding to existing after-sales services and guarantees;
  - d. the price including all taxes of the product, service or digital content, where applicable the delivery costs and the way of payment, delivery or implementation of the distance contract;
  - e. the requirements for cancelling the contract if the contract has a duration of more than one year or for an indefinite period of time.
  - f. the standard form for withdrawal if the Consumer has the right of withdrawal.
6. In case of a continuing performance contract, the stipulation in the previous paragraph only applies to the first delivery.

#### **Article 6 – Right of withdrawal**

*Upon delivery of products:*

1. The Consumer can repudiate a purchase contract for a product without giving reasons for a period of reflection of at least 14 days. Jogha International BV

may ask the Consumer about the reason for the withdrawal but cannot force him to state his reason(s).

2. When purchasing products, a Consumer has the possibility of dissolving the contract, without giving reasons, during fourteen days. This period commences on the day after the product was received by the Consumer or a representative previously designated by the Consumer and announced to the trader.
3. During this period the Consumer will treat the product and its packaging with care. He will only unpack or use the product as far as necessary in order to be able to assess whether he wishes to retain the product. If he wishes to exercise his right of withdrawal, then he will return the product to Jogha International BV, with all associated components, and – in as far as this is reasonably possible – in the original state and packaging, in accordance with the reasonable and clear instructions that were provided by Jogha International BV.

*Upon delivery of services*

3. When services are supplied, a Consumer has the possibility of dissolving the contract, without giving reasons, during at least fourteen days, starting on the day when the contract was concluded.
4. In order to make use of his right of withdrawal, the Consumer will act in accordance with the reasonable and clear instructions that Jogha International BV provided when the offer was made and/or at the latest upon delivery.

**Article 7 – Exercising the Consumer’s right of withdrawal and the costs**

1. If the Consumer exercises his right of withdrawal he shall notify Jogha International BV unambiguously with the standard form for withdrawal within the period of reflection.
2. The Consumer shall return the product or deliver it to (the authorized representative of) Jogha International BV as soon as possible but within 14 days counting from the day following the notification referred to in sub-clause This need not be done if Jogha International BV offered to collect the product herself. The Consumer observed the period of returning the product in any event if the product is returned before the expiration of the period of reflection.
3. The Consumer shall return the product with all delivered accessories and if reasonably possible in the original state and packing and in conformity with reasonable and clear instructions given by Jogha International BV.
4. The risk and the burden of proof for the correct and timely exercise of the right of withdrawal fall on the Consumer.
5. The Consumer shall bear the direct costs of returning the product. If Jogha International BV has not reported that the Consumer has to bear these costs or if Jogha International BV pointed out that it will bear the costs itself, the Consumer need not pay the cost of returning the product.
6. If the Consumer has paid a sum, Jogha International BV will refund this sum as quickly as possible, though at the latest within 30 days after the goods were returned or after the withdrawal.

**Article 8 – Preclusion from right of withdrawal**

1. Jogha International BV can preclude the Consumer from having a right of withdrawal as far as is provided for in paragraph 2 and 3 of this article. The preclusion of the right of withdrawal is only valid if Jogha International BV clearly stated this fact when making the offer, or at least in good time prior to conclusion of the contract.
2. Preclusion from the right of withdrawal is only possible for products:
  - a) that have been created by Jogha International BV in accordance with the consumer’s specifications;

- b) that are clearly of a personal nature;
  - c) that cannot be returned due to their nature;
  - d) that rapidly decay or become obsolete;
  - e) the price of which is subject to fluctuations on the financial market over which Jogha International BV has no influence;
  - f) for individual newspapers and magazines;
  - g) for audio- and video-recordings and computer software, whereby the consumer has broken the seal.
3. Preclusion from the right of withdrawal is only possible for services:
- a) relating to accommodation, transport, restaurant business or leisure activities to be carried out on a given date or during a given period;
  - b) the supply of which commenced, with the explicit consent of the consumer, before the withdrawal period had lapsed;
  - c) relating to bets and lotteries.

**Article 9 - The price**

1. The prices of the products and/or services provided shall not be raised during the validity period given in the offer, subject to changes in price due to changes in VAT rates.
2. Contrary to the previous paragraph, Jogha International BV may offer products or services whose prices are subject to fluctuations in the financial market that are beyond Jogha International BV's control, at variable prices. The offer will state the possibility of being subject to fluctuations and the fact that any indicated prices are target prices.
3. Price increases within 3 months after concluding the contract are permitted only if they are the result of new legislation.
4. Price increases from 3 months after concluding the contract are permitted only if Jogha International BV has stipulated it and
  - a. they are the result of legal regulations or stipulations, or
  - b. the Consumer has the authority to cancel the contract before the day on which the price increase starts.
5. All prices indicated in the provision of products or services are including VAT.

**Article 10 – Performance of an agreement and extra Guarantee**

1. Jogha International BV guarantees that the products and/or services comply with the contract, with the specifications listed in the offer, with reasonable requirements of usability and/or reliability and with the existing statutory provisions and/or government regulations on the day the contract was concluded. If agreed, Jogha International BV also guarantees that the product is suitable for other than normal use.
2. A guarantee arrangement offered by Jogha International BV, manufacturer or importer does not affect the legal rights and claims that a consumer, as a result of the contract, can enforce against Jogha International BV.

**Article 11 – Delivery and execution**

1. Jogha International BV shall exercise the best possible care when booking orders and executing product orders and when assessing requests for the provision of services.
2. The place of delivery is at the address given by the Consumer to Jogha International BV.
3. With due observance of the stipulations in Article 4 of these General Terms and Conditions, Jogha International BV shall execute accepted orders with convenient speed but at least within 30 days, unless another delivery period was agreed on. If the delivery has been delayed, or if an order cannot be filled or can be filled only partially, the Consumer shall be informed about this within one month after ordering. In such cases, the Consumer is entitled to

repudiate the contract free of charge and with the right to possible compensation.

4. After repudiation in conformity with the preceding paragraph, Jogha International BV shall return the payment made by the Consumer promptly but at least within 30 days after repudiation.
5. The risk of loss and/or damage to products will be borne by Jogha International BV until the time of delivery to the Consumer or a representative appointed in advance and made known to the Consumer, unless explicitly agreed otherwise.

#### **Article 12 – Payment**

1. Unless otherwise stipulated in the agreement or in the additional conditions, the amounts to be paid by the Consumer must be settled within 14 days after the period of reflection, or if there is no period of reflection within 14 days after concluding the agreement. In case of an agreement to provide a service, this period starts on the day that the Consumer received the confirmation of the agreement.
2. When selling products to Consumers, it is not permitted to negotiate an advance payment of more than 50% in the General Terms and Conditions. If an advance payment was agreed, the Consumer may not assert any right regarding the execution of the order in question or the service(s) in question before making the agreed advance payment.
3. The Consumer has the duty to inform Jogha International BV promptly of possible inaccuracies in the payment details that were given or specified.
4. In case the Consumer has not complied with his payment obligation(s) in time, and Jogha International BV has pointed out to the Consumers that the payment was late and allowed the Consumer a period of 14 days to comply with the payment obligations, the Consumer is to pay the statutory interest on the amount payable and Jogha International BV is entitled to charge the Consumer with any extrajudicial collection costs. These extrajudicial collection costs amount to no more than 15% for outstanding amounts up to € 2,500, 10% for the following € 2,500 and 5% for the following € 5000, with a minimum of € 40. Jogha International BV may deviate from the aforementioned amounts and percentages in favour of the Consumer.

#### **Article 13 – Complaints procedure**

1. Jogha International BV shall have a sufficiently notified complaints procedure in place, and shall handle the complaint in accordance with this complaint procedure.
2. Complaints about the performance of the contract shall be submitted fully and clearly described to Jogha International BV within a reasonable time after the Consumer discovered the defects.
3. The complaints submitted to Jogha International BV shall be replied within a period of 14 days after the date of receipt. Should a complaint require a foreseeable longer time for handling, Jogha International BV shall respond within 14 days with a notice of receipt and an indication when the Consumer can expect a more detailed reply.
4. If the complaint cannot be solved in joint consultation within a reasonable time or within 3 months after submitting the complaint, there will be a dispute that is open to the dispute settlement rules.

#### **Article 14 - Disputes**

1. Contracts between Jogha International BV and the Consumer to which these General Terms and Conditions apply, are exclusively governed by Dutch law.

## **Appendix I: Standard form for withdrawal**

### **Standard Form for Withdrawal**

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

- To: Jogha International BV  
Jogha  
Baan 74  
3011 CD Rotterdam  
E-mail address: [shop@jogha.com](mailto:shop@jogha.com)
  
- I/We hereby inform you that I/we wish to revoke our agreement on the sale of the following products: [specification of the product]\*  
the delivery of the following digital content [specification of the digital content]\*  
the performance of the following service [specification of the service]\*
  
- Ordered on\*/received on\* [date of ordering the services or receiving products]\*
- [Consumer's name]
- [Consumer's address]
- [Consumer's signature] (only when this form is submitted on paper)

\*) Delete and/or complete where appropriate.