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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. 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;
7. Right of withdrawal: the possibility for a consumer to waive a distance contract within the withdrawal period;
8. Trader: a natural or legal person who offers products, (access to) digital content and/or services to consumers from a distance;
9. Distance contract: a contract concluded between a trader and a consumer within the framework of a 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;
10. 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;
11. 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: Fair Play fabrics

Address: Prins Bernhardlaan 8, 3972 AX, Driebergen, The Netherlands

Telephone number: 0031(0)343 554057

E-mailaddress: info@fairplayfabrics.nl

KvK-number: 62967037

VAT-number: NL096962604B01

Article 3 - Applicability

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

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. The trader is not bound by obvious errors or mistakes in the offer.

Article 5 - The contract

1. The contract will be concluded, subject to that which is stipulated in par. 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 may 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 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.

Article 6 - Right of withdrawal

1. The consumer has the right to dissolve a contract, without giving reasons, during a period of 14 days. The trader is allowed to ask a consumer for the reason of this dissolution, but the consumer is under no obligation to state his reason(s).
2. The period stipulated in par. 1 commences on the day after the product was received by the consumer, or a third party designated by the consumer, who is not the transporting party.

Article 7 - Consumer's obligations during the withdrawal period

1. During the withdrawal period, the consumer shall treat the product and its packaging with care. He shall only unpack or use the product in as far as necessary in order to assess the nature, characteristics and efficacy of the product. The point of departure here is that the consumer may only handle and inspect the product in the same way that he would be allowed in a shop.
2. The consumer is only liable for the product's devaluation that is a consequence of his handling the product other than as permitted in par. 1.
3. The consumer is not liable for the product's devaluation if the trader did not provide him with all the statutorily obligatory information about the right of withdrawal before the contract was concluded.

Article 8 - Exertion of the right of withdrawal and the costs involved

1. The consumer who wants to exercise his right of withdrawal shall report this to the trader, within the withdrawal period, by means of the model form for right of withdrawal or in some other unequivocal way.
2. As quickly as possible, but no later than 14 days after the day of reporting as referred to in par. 1, the consumer shall return the product, or hand it over to (a representative of) the trader. This is not necessary if the trader has offered to collect the product himself. The consumer will in any case have complied with the time for returning goods if he sends the product back before the withdrawal period has passed.
3. The consumer returns the product with all relevant accessories, if reasonably possible in the original state and packaging, and in accordance with the reasonable and clear instructions provided by the trader.
4. The risk and the burden of proof for exercising the right of withdrawal correctly and in time rest upon the consumer.
5. The consumer bears the direct costs of returning the product.
6. If the consumer exercises his right of withdrawal, all supplementary agreements are legally dissolved.

Article 9 - Traders' obligations in a case of withdrawal

1. After receiving a declaration of withdrawal, the trader sends confirmation of receipt.
2. The trader reimburses the consumer immediately with all payments, including any delivery costs the trader charged for the returned product, though at the latest within 14 days after the day on which the consumer reported the withdrawal. Except in cases in which the trader has offered to retrieve the product himself, he can postpone refunding until he has received the product or until the consumer proves he has

- returned the product.
3. If the consumer chooses a more expensive method of delivery than the cheapest standard delivery, the trader does not have to refund the additional costs of the more expensive method.

Article 10 - 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. Prices stated in offers of products or services include VAT.

Article 11 - Contract fulfilment

1. The trader guarantees that the products and/or services do match 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.

Article 12 - Delivery 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 the address that the consumer has reported to the trader.
3. Taking into consideration that which is stated in article 4 of these general terms and conditions, the trader will implement accepted orders with efficient expedition, though at the latest within 30 days, unless a different period of delivery has been agreed upon. 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 the right to dissolve the contract free of charge.
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 previous designated by the consumer and announced to the trader, unless this has explicitly been agreed otherwise.

Article 13 - 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.
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 the consumer fails to fulfil his payment obligation(s) in 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 deviate from these sums and percentages to the advantage of the consumer.

Article 14 - Applicable law

On the contracts between the trader and the consumer Dutch law exclusively is applicable.

Article 15 - Amendment to the general terms and conditions

These general terms and conditions may at all times be amended by the trader. The version in use is the latest c.q. the version that was valid at the time of purchase.

Fair Play Fabrics
Driebergen, August 2015

Appendix I: Model form for right of withdrawal

Model form for right of withdrawal

(only complete and return this form if you want to withdraw from the contract)

To: [trader's name]
[trader's geographic address]
[trader's e-mail address or electronic address]

- I/we* herewith inform you that, in respect of our contract regarding
The sale of the following products: [description of the product]*
The delivery of the following digital content: [description of the digital content]*
The supply of the following service: [description of the service]*

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.