

# Clou store\_

## GENERAL TERMS AND CONDITIONS OF THE CLOU STORE\_ WEBSHOP

### Article 1 - Definitions

The following definitions are applied in these general terms and conditions:

1. The company: Clou Store b.v.
2. The consumer: A natural person not acting in the course of a business or profession who enters into a distance contract with the company.;
3. Distance contract: A contract which, within the framework of a system for the remote sale of products organised by the company, comes into effect through the sole use of one or more of the methods for remote communications.;
4. Method for remote communications: Method that may be used for entering into a contract without the need for the consumer and the company to be in the same place at the same time.;
5. Cooling-off period: The period in which the consumer can exercise his right to cancel the contract.;
6. Right to cancel: The right of the consumer to cancel the distance contract within the cooling-off period.;
7. Day: A calendar day.;
8. Extended duration transaction: A distance contract for a series of products for which the delivery and/or payment obligations are spread out over a period of time.;
9. Durable data carrier: Any data carrier on which the consumer or the company is able to store information sent to the consumer or company personally in a manner that enables the stored information to be read or accurately reproduced in the future.

### Article 2 - Identity of the company

Clou Store B.V., trading under the name of: Clou Store\_

Registered office and visitor address:

Thermiekstraat 1  
6361 HB Nuth  
The Netherlands

Availability:

Mondays to Fridays, 8:30 a.m. to 12.30 p.m. and 1 p.m. to 5 p.m.

Telephone: 0031-45-5245656 and fax: 0031-45-5246000

E-mail: [info@clou.nl](mailto:info@clou.nl)

Clou bv

IBAN: NLO6ABNA0604529090

BIC: ABNANL2A

CoC number: 14046498

VAT number: NL8126.27.386.B.01

### Article 3 - Scope

1. These general terms and conditions (the “general conditions”) apply to any offer made by the company and to every distance contract between the company and the consumer.
2. Before the distance contract is entered into, the text of these general conditions will be supplied to the consumer. If, however, the text cannot be supplied, then before the distance contract is entered into, the consumer will be notified that the company’s general conditions can be read and will be sent

to the consumer free of charge as soon as possible.

3. If the distance contract is entered into by electronic means, then as an exception to the preceding section, and before the contract is entered into, the text of these general conditions may be supplied to the consumer by electronic means such that they may be stored easily by the consumer on a durable data carrier. If this is not reasonably possible, then before the contract is entered into the company will notify the consumer where the consumer may read an electronic version of the general conditions and that they will be sent to the consumer on request free of charge, either electronically or by other means.
4. If in addition to these general conditions there are also special product or service terms and conditions, then sections 2 and 3 of this article will similarly apply, and in the event of any discrepancy between those special conditions and these general conditions, the consumer may rely on whichever provision is the more favourable to him.

#### Article 4 – The offer

1. If any offer is open for a limited period only, or is conditional, these facts must be clearly stipulated in the offer.
2. The offer includes the entire and precise description of the products offered. The description is sufficiently detailed for the consumer to make a proper assessment of the offer. If the company uses illustrations then these are an accurate representation of the products offered. However, any errors in the offer that are obvious will not bind the company.
3. Every offer will contain the information that makes clear to the consumer what rights and obligations are involved in accepting the offer.

This information includes in particular:

- the price including taxes;
- any delivery costs;
- the way in which the contract is made binding and the steps necessary for this to happen;
- whether or not there is a right to cancel;
- the method of payment, delivery or further performance of the contract;
- the period for accepting the offer, or the period during which the price will remain unchanged;
- the fee for distance communications if the costs of the use of the means of distance communication are based other than on the basic fee;
- if a binding contract is then archived, and the way in which the consumer can refer back to it;
- the way in which the consumer can be informed before the contract is entered into of any steps that he did not wish to make, and the way in which these steps can be rectified before the contract is entered into;
- whether there is any language in addition to Dutch by which the consumer can enter into a contract;
- the codes of conduct by which the company is bound and the way in which the consumer can read these codes of conduct by electronic means;
- the minimum duration of the distance contract in the case of a contract for the continuous or period supply of products.

#### Article 5 – The contract

1. Subject to the provisions of section 4 of this article, a contract becomes binding the moment that the consumer accepts the offer and the conditions for acceptance have been satisfied.
2. If the consumer has accepted the offer by electronic means, the company will immediately confirm by electronic means its receipt of acceptance of the offer. Until receipt of the offer is confirmed, the consumer is free to terminate the contract.
3. If the contract becomes binding by electronic means, the company will take appropriate technical and organisational measures to protect the electronic transfer of data and to provide a safe web environment. If the consumer can pay by electronic means, the company will comply with relevant security measures.
4. The company may, within limits set by law, ascertain whether the consumer is able to meet his payment obligations, and also ascertain all facts and circumstances relevant to the decision whether it is appropriate to enter into a distance contract. If on the basis of these searches the company has good grounds for not entering into a contract, it is entitled to refuse an order or request, or to attach special conditions to the contract, subject to giving reasons for this decision.
5. The company will supply the following information in writing along with the product or service, or in

such other manner supply this information that it can be easily stored by the consumer on a durable data carrier:

- the company's visitor address to which the consumer may direct any complaints;
  - the conditions under which, and the way in which, the consumer may exercise his right to cancel, or any clear notice that any right to cancel is excluded;
  - the information concerning any after-sales service and warranties;
  - the information contained in Article 4 Section 3 of these general conditions, unless the company has supplied this information to the consumer before performance of the contract;
6. If the company undertakes to supply a series of products, the provision of the preceding section applies only to the first delivery.
  7. The company reserves the right to choose not to supply goods to dealers and/or to exclude them from certain promotions that the company intends to be exclusively for consumers.
  8. All prices and other information on the site are subject to printing and type-setting errors and no liability is accepted for such errors.

#### Article 6 - Right to cancel when products are delivered

1. A consumer who purchases products has the right to cancel the contract without reason within 14 days following the date of receipt of the product by or on behalf of the consumer.
2. During this period the consumer must handle the product and packaging with care. He may only unpack and/or use the product to the extent necessary to determine whether or not he wishes to keep the product. If he wishes to exercise his right to cancel, the consumer must return the product and all accompanying materials to the company, where reasonably possible in their original condition and in their original packaging, in accordance with the clear and reasonable instructions of the company.

#### Article 7 - Costs payable in the event of cancellation

1. If the consumer exercises his right to cancel, he will not be liable for anything more than the cost of return postage.
2. If the consumer has paid any sum, the company will refund this payment as soon as possible and in any event within 30 days of the return of the product or cancellation of the contract.

#### Article 8 - Exclusion of the right to cancel

1. The company may only exclude any right of the consumer to cancel if this exclusion is made clear in the offer or at least before the contract is entered into.
2. Exclusion of the right to cancel is only possible in respect of products:
  - that are created by the company in accordance with the consumer's own specifications;
  - that are clearly of a personal nature;
  - that by their nature cannot be returned;
  - that quickly deteriorate or age;
  - the price of which is linked to fluctuations in the financial market over which the company has no control;

#### Article 9 - The price

1. For the period in which the offer remains open, the prices of the products offered will not be increased, except in respect of any change in VAT rates.
2. As an exception to the preceding section, the company may offer products that are linked to fluctuations in the financial market over which it has no control at variable prices. This linkage to market fluctuations and the fact that any prices quoted are guide prices only, will be specified in the offer.
3. An increase in any price within three months of entering into a contract is only permissible if it is the result of any statutory rules or regulations.
4. An increase in any price after three months of entering into a contract is only permissible if the company has stipulated this and:
  - it is the result of any statutory rules or regulations, or

- the consumer has the authority to terminate the contract as from the date on which the price increase comes into effect.
5. The prices of products quoted in the offer are net of VAT.

#### Article 10 – Conformity and Warranties

1. The company warrants that the products satisfy the terms of the contract, the specifications contained in the offer, reasonable requirements regarding performance and/or usability, and the statutory rules and regulations applying on the date the contract is entered into.
2. Any warranty given by the company, the manufacturer or importer will not affect the rights and entitlements of the consumer against the company under the law and/or the distance contract in the event of any breach of its contractual obligations by the company.

#### Article 11 – Processing of orders and delivery

1. The company will take the greatest possible care in processing orders for the purchase of products.
2. The products will be delivered to the address supplied to the company by the consumer.
3. Subject to the relevant provisions of Article 4 of these general conditions, the company will process accepted orders with due speed and in any event within 30 days unless any longer delivery term has been agreed. In the event of any delay in delivery, or if an order cannot be supplied, or only part of an order supplied, this information must be given to the consumer no later than one month following placing of the order. In such a case, the consumer is entitled to terminate the contract without any liability for costs.
4. In the event of termination in accordance with the preceding section, the company will refund to the consumer any payment he has made as soon as possible and in any event within 30 days following termination of the contract.
5. If the delivery of a product is not possible, the company will endeavour to provide an alternative product. By no later than the delivery date the company will notify in a clear and comprehensible way that a replacement article is to be delivered. It is not possible to exclude a right to cancel in the case of replacement products. The cost of returning such products is payable by the company.
6. The risk of damage to, or loss of, any product lies with the company until such time as the product is delivered to the consumer, unless agreed otherwise.

#### Article 12 – Extended duration transactions

1. The consumer may terminate a contract for an indefinite term at any time subject to the agreed provisions for termination and a notice period not exceeding one month.
2. Any fixed-term contract will be for a maximum term of two years. If it is agreed that the distance contract will be automatically extended unless expressly terminated by the consumer, the contract will be continued as a contract for an indefinite term and the notice period for terminating such a contract will be a maximum of one month.

#### Article 13 – Payment

1. Insofar as no longer payment term has been agreed, the consumer must pay the sums owed within 14 days following delivery of the products.
2. General terms and conditions governing sales to consumers may not stipulate an advance payment of more than 50% of the total price. If advance payment is stipulated, the consumer may not exercise any right with regard to delivery of the relevant order until the stipulated advance payment has been made.
3. The consumer is obliged to notify the company immediately of any inaccuracy in the payment details supplied.
4. If the consumer fails to make payment, the company has the right, subject to statutory restrictions, to charge the consumer for such reasonable costs as were notified in advance to the consumer.

## Article 14 – Complaints procedure

1. The company operates a complaints procedure of which it has given adequate information, and will handle any complaint in accordance with this procedure.
2. A full and clear description of any complaint about the performance of the contract must be submitted to the company within a reasonable period of the consumer discovering the cause of the complaint.
3. A complaint will be responded to by the company within 14 days following receipt of such complaint. If a complaint will foreseeably require a longer period to be answered, the company will respond within a period of 14 days to inform the consumer when he may expect a more detailed response.

## Article 15 - Disputes

Any contract between the company and the consumer to which these general conditions relate is governed exclusively by Dutch law.

## Article 16 – Additional or alternative provisions

Any provisions that are in addition to, or alternative to, these general conditions may not be disadvantageous to the consumer and must be set out in writing, whether in such a way that the consumer can easily access the information and store it on a durable data carrier or otherwise.

## Article 17 – Amendments to these general conditions

Any amendments to these general conditions will not be binding until they have been published in the required manner, with the proviso that in the case of any amendments made during the period that an offer remains open, then the provisions that are more favourable to the consumer will apply.

## Privacy

We respect the privacy of all users of our website and comply with the Dutch Personal Data Registration Act (Wet Persoonregistratie). The personal information you supply to us will be treated by us with care and in confidence at all times.

We will not sell your information to any third party, and will only supply this information to any third party that is involved in the processing of your order, such as the delivery of your order.

## Cookies

To be able to place products in your shopping basket, or to be able to log in, we use “cookies”. Like all other webshops we use these cookies to find out what pages of our site are visited and how frequently different parts of Clou B.V. are used. This data is used only for ensuring that your visit to our site is made as enjoyable as possible.

## Secure shopping

To ensure that during your visit to our site you are able to shop as securely as possible, Clou Store B.V. has introduced SSL security into its webshop. This SSL protocol sends transaction details over the internet in coded form. The SSL security does not require any software. You can recognise an SSL connection by the small padlock logo in the lowest status bar of your browser.

## Warranty periods

We give a standard two-year warranty on all new products, unless specified otherwise. Certain suppliers may, for example, provide a warranty period in excess of the standard two-year warranty. If this extended warranty is notified to us, then it is enforceable. The warranty period does not, of course, affect your rights as a consumer.

## Rules for returning products

Clou B.V. allows products to be returned in two different situations:

1. Returns as a result of a wrong delivery made by Clou B.V.
2. Returns as a result of the delivery of damaged products.

If you return products you should comply with the following rules:

1. Products may only be returned with the written consent of Clou B.V.. We will send you a returns form by fax or email confirming the article description, the order/invoice number and a short description of the damage/complaint. We will also notify you about the day the products will be collected and the name of the transport company.
2. The original delivery date may not be more than 7 days earlier.
3. Credit will only be given for the products within a reasonable time after they have been received and inspected by Clou B.V..
4. The products must be returned in their original, undamaged and un-defaced packaging. This means that they must be enclosed in outer packaging and no address details/stickers etc. may be affixed to the original packaging.
5. The return of damaged/used products will only be accepted if the products are clean. For example, toilets must be clean of faecal matter; sink units must be free of soap and toothpaste residue; soap dispensers free of soap and toilet brushes free of any trace of urine. If this is not the case, the products will be immediately returned to you at your own expense and will not be credited.
6. Any returned product must be complete, i.e. it must include all fittings such as screws, plugs, hinges and assembly instructions.
7. Any returned product must be accompanied by a copy of the original invoice. No credit note will be given without this copy invoice.

Furthermore, no return of products will be accepted.

All prices quoted are inclusive of VAT