

## Consumer General Terms and Conditions for Distance Selling – Harrie Leenders Haardkachels BV

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### Clause 1 - Definitions

In these Terms and Conditions the following are taken to mean:

1. **Supplementary Agreement:** an agreement in which the consumer purchases products, digital content and/or services in connection with a distance selling agreement and these items, this digital content and/or these services are supplied by the company or by a third party based on an agreement between this third party and the company;
2. **Cooling-off Period:** the term within which the consumer can exercise his right of withdrawal;
3. **Consumer:** the natural person not acting for purposes related to his trade, company, craft or professional activity;
4. **Day:** calendar day;
5. **Digital content:** data that are produced and supplied in digital form;
6. **Durable medium:** any aid – including email – that enables the consumer or company to store information that is addressed to them personally, in a way that facilitates future consultation or use during a period that is tailored to the objective for which the information is intended, and that enables unaltered reproduction of the stored information;
7. **Right of Withdrawal:** the consumer’s option to abandon the distance selling agreement within the cooling-off period;
8. **Company:** Harrie Leenders Haardkachels BV; the legal entity offering products, (access to) digital content and/or services by distance selling to consumers;
9. **Distance Selling Agreement:** an agreement that is entered between the company and the consumer within the scope of an organised system for the distance selling of products, digital content and/or services, whereby, up to the moment of entering into the agreement, only or part use is made of one or more means of distance communication;
10. **Returns form:** the European model form for withdrawal included in Appendix I of these Terms and Conditions. Appendix I does not need to be made available if the consumer does not have a right of withdrawal concerning his order;
11. **Means of distance communication:** means that can be used for entering into an agreement, without consumer and company having to have assembled in the same space/room.

### Clause 2 – Company Identity

Harrie Leenders Haardkachels BV;  
Industrieweg 25, 5688DP, Oirschot, the Netherlands;  
0499 572710: Mon-Fri 09:00-18:00  
Emailadres: info@leenders.nl

CoC number: Eindhoven 17045218  
VAT registration: NL005507248B01

Harrie Leenders Haardkachels BV is affiliated with the Koninklijke Nederlandse Metaalunie. The terms and conditions for the Koninklijke Nederlandse Metaalunie can be found on [www.metaalunie.nl](http://www.metaalunie.nl) and on [www.leenders.nl](http://www.leenders.nl).

### **Clause 3 – Applicability**

1. These General Terms and Conditions are applicable to each distance selling offer by the Company and to each Distance Selling Agreement concluded between Company and Consumer.
2. Before the Distance Selling Agreement is entered into, the text of these General Terms and Conditions is made available to the Consumer. If this is not reasonably possible, the Company will indicate, before the Distance Selling Agreement is entered into, the manner in which the General Terms and Conditions can be inspected with the Company and that they will be sent free of charge and as soon as possible upon the Consumer's request.
3. If the Distance Selling Agreement is entered into electronically, the text of these General Terms and Conditions can, contrary to the stipulations in the previous subclause and before the Distance Selling Agreement is entered into, be made available to the Consumer electronically in such a way that this can be stored by the Consumer on a durable medium in a simple manner. If this is not possible in fairness, it will be indicated where the General Terms and Conditions can be examined electronically and that they will be sent electronically or otherwise free of charge upon the Consumer's request before the Distance Selling Agreement is entered into.
4. In the event that specific product or service conditions apply besides these General Terms and Conditions, the second and third subclauses apply mutatis mutandis and the Consumer can always rely on the applicable stipulation that is most advantageous for him in the event of contradictory stipulations.

### **Clause 4 – The Offer**

1. If an Offer has a limited period of validity or occurs under conditions, this will be stated explicitly in the Offer.
2. The Offer contains a full and accurate description of the products, digital content and/or services offered. The description is sufficiently detailed to enable the Consumer to assess the Offer properly. If the Company makes use of images, they will be a truthful representation of the products, services and/or digital content offered. Apparent mistakes or apparent errors in the Offer do not bind the Company.
3. The Offer comprises almost exclusively hand-made products. The products meet our quality requirements, but may deviate optically from the images shown with the Offer. By accepting these General Terms and Conditions the Consumer agrees to this manner of production.
4. Each Offer contains appropriate information, so that the rights and obligations related to accepting the Offer are clear for the Consumer.

### **Clause 5 - The Agreement**

1. The Agreement is concluded, subject to the stipulations in subclause 4, at the moment of acceptance by the Consumer of the Offer and meeting the related conditions set.
2. If the Consumer has accepted the Offer electronically, the Company will confirm electronically the receipt of acceptance of the Offer. As long as receipt of this acceptance has not been confirmed by the Company, the Consumer can terminate the Agreement.
3. If the Agreement is concluded electronically, the Company will take appropriate technical and organisational measures to safeguard the electronic transfer of data and will ensure a safe web environment. If the Consumer can pay electronically, the Company will observe appropriate security measures within this scope.
4. Within the statutory parameters, the Company can enquire whether the Consumer can meet his payment obligations, as well as all those facts and factors that are of importance for the responsible entering of the Distance Selling Agreement. If, based on this investigation, the Company has good reason to not enter into the Agreement, the Company shall be entitled to refuse an order or request stating the reasons, or to attach special conditions to the fulfilment.
5. At the latest upon delivery of the product, service or digital content, the Company will send the Consumer the following information, in writing or in such a way that the Consumer can store this on a durable medium in an accessible way:

- a. the visiting address for the branch of the Company the Consumer can turn to with complaints;
- b. the conditions under which and the manner in which the Consumer can exercise the Right of Withdrawal, or a clear statement concerning being excluded from the Right of Withdrawal;
- c. the information concerning guarantees and existing after-sale service;
- d. the price including all taxes of the product, service or digital content; delivery costs to the extent that they are applicable; and the manner of payment, delivery or fulfilment of the Distance Selling Agreement;
- e. the requirements for terminating the Agreement if the Agreement has a duration of more than one year or is indefinite;
- f. if the Consumer has a Right of Withdrawal, the model form for withdrawal.

#### **Clause 6 - Right of Withdrawal**

*For products:*

1. The Consumer can terminate an agreement related to the purchase of a product during a Cooling-off Period of minimum 14 days without having to state the reason(s). The Company may ask the Consumer for the reason of withdrawal, but may not oblige him or her to state the reason(s).
2. The Cooling-off Period stated in subclause 1 starts on the day after the Consumer, or a third party designated by the Consumer, not being the carrier, has received the product, or:
  - a. if the Consumer orders several products in the same order: the day on which the Consumer, or a third party designated by him, has received the last product. The Company may, provided it has informed the Consumer about this clearly prior to the order process, refuse an order of several products with different delivery times.
  - b. if the delivery of a product consists of several consignments or batches: the day on which the Consumer, or a third party designated by him, has received the last consignment or the last batch;
  - c. in case of agreements for regular supply of products during a particular period: the day on which the Consumer, or third party designated by him, has received the first product.

*For services:*

3. The Consumer can terminate a service contract during minimum 14 days without stating reasons. The Company may ask the Consumer about the reason for withdrawal, but may not oblige him to state this/these reason(s).
4. The Cooling-off Period stated in subclause 3 commences on the day following the Agreement having been entered into.

*Extended Cooling-off Period for products, services and digital content that is not delivered on a tangible medium for not informing on the Right of Withdrawal:*

5. If the Company has not provided the Consumer with the statutorily required information on the Right of Withdrawal or has not supplied the returns form, the Cooling-off Period will expire twelve months after the end of the original Cooling-off Period in accordance with the Cooling-off Period laid down in the previous subclauses of this Clause.
6. If the Company has not supplied the information referred to in the previous subclause to the Consumer within twelve months from the commencement date of the original Cooling-off Period, the Cooling-off Period will expire 14 days after the day on which the Consumer has received this information.

#### **Clause 7 – Consumer’s Obligations during the Cooling-off Period**

1. During the Cooling-off Period the Consumer will handle the product and the packaging carefully. The Consumer will only unwrap or use the product to the extent that this is necessary to determine the nature, characteristics and operation of the product. The basic assumption here is that the Consumer may only handle and inspect the product as he/she would be permitted to do in a shop.
2. The Consumer is only liable for any reduction in value of the product that is the consequence of a way of handling the product that goes beyond what is permitted according to subclause 1.
3. The Consumer is not liable for any reduction in value of the product if the Company has not supplied all statutorily required information about the Right of Withdrawal prior to entering into the Agreement.

#### **Clause 8 – Exercising the Right of Withdrawal by the Consumer and Costs thereof**

1. If the Consumer exercises his Right of Withdrawal, he will communicate this to the Company within the Cooling-off Period by means of the model form for withdrawal or in another unequivocal manner.
2. As soon as possible, but within 14 days from the day following the notification referred to in subclause 1, the Consumer will send the product back, or will hand it to (an authorised representative of) the Company. This is not necessary if the Company has offered to collect the product. In any case, the Consumer will have observed the return period if he sends back the product before the Cooling-off Period has expired.
3. The Consumer will return the product with all accessories supplied, if reasonably possible in the original state and packaging, and in conformance with the reasonable and clear instructions supplied by the Company.
4. The risk and burden of proof for the correct and timely exercise of the Right of Withdrawal rests with the Consumer.
5. The Consumer bears the direct costs for returning the product. If the Company has not communicated that the Consumer is to bear these costs or if the Company indicates to bear the costs itself, the Consumer does not have to bear the costs for return.
6. If the Consumer exercises his Right of Withdrawal, all Supplementary Agreements will be terminated ipso jure.

#### **Clause 9 – Company's Obligations in the event of Withdrawal**

1. If the Company facilitates electronic notification of withdrawal by the Consumer, the Company will send a confirmation of receipt immediately after receipt of this notification.
2. The Company will reimburse all payments made by the Consumer, including any delivery costs charged by the Company for the returned product, immediately but at least within 14 days following the day on which the Consumer notifies the Company of the withdrawal. Any return costs for the product are paid by the Consumer. Unless the Company offers to collect the product itself, the Company may await receipt of the product before the payment is returned.
3. The Company will use the same means of payment for repayment that the Consumer used, unless the Consumer agrees with a different method. The repayment is free of charge for the Consumer.
4. If the Consumer opted for a more expensive method for delivery than the cheapest standard delivery, the Company does not need to repay the additional costs for the more expensive method.

#### **Clause 10 – Exclusion from Right of Withdrawal**

The Company can exclude the following products and services from the Right of Withdrawal, but only if the Company has stated this clearly with the Offer, at least timely before entering into the Agreement:

1. Products or services of which the price is tied to fluctuations in the financial market over which the Company has no influence and that can occur within the Cooling-off Period;
2. Agreements that were entered into during a public auction. A public auction is taken to mean a sales method in which products, digital content and/or services are offered by the Company to the Consumer who is present in person or is given the option of being present in person at the auction, under the supervision of an auctioneer, and where the successful bidder is obliged to purchase the products, digital content and/or services;
3. Service agreements, after full performance of the service, but only if:
  - a. the performance started with explicit prior permission from the Consumer; and
  - b. the Consumer has declared that he will lose his Right of Withdrawal as soon as the Company has performed the Agreement in full;
4. Service agreements for making accommodation available, if a particular date or period for performance has been provided in the Agreement and different from for residential purposes, goods transport, car rental services and catering;
5. Agreements with regard to leisure activities, if a particular date or fulfilment period for them is provided in the Agreement;
6. Products manufactured according to the Consumer's specifications that have not been premanufactured and that are manufactured based on the Consumer's individual choice or decision, or that are clearly intended for a specific person;
7. Perishable goods or goods with limited shelf life;
8. Sealed products that are not suitable for being returned for health protection or hygiene and of which the seal was broken after delivery;
9. Products that were, due to their nature, irrevocably mixed with other products after delivery;

**Clause 11 - The Price**

1. During the validity term stated in the Offer the prices of the products and/or services offered are not raised, subject to price changes as a result of changes in VAT rates.
2. Contrary to the stipulations in the previous subclause, the Company is free to implement price changes for the products manufactured by the Company itself at any given moment.
3. The products or services stated in the Offer are inclusive of VAT.

**Clause 12 – Compliance with Agreement and Extra Guarantee**

1. The Company guarantees that the products and/or services comply with the Agreement, the specifications stated in the Offer, the reasonable requirements of soundness and/or suitability and the statutory provisions and/or government regulations existing on the date of formation of the Agreement.
2. An extra guarantee issued by the Company, its supplier, manufacturer or importer never limits the statutory rights and claims the Consumer can exercise on the Company based on the Agreement if the Company failed in the performance of its share of the Agreement.
3. Extra guarantee is taken to mean every commitment on the part of the Company, its supplier, importer or manufacturer in which it assigns particular rights or claims to the Consumer that go beyond the statutory obligation in case of failure in the performance of its share of the Agreement.

**Clause 13 – Delivery and Fulfilment**

1. The Company will exercise the utmost care in taking on and fulfilling orders of products and in the assessment of requests for the performance of services.
2. Applicable as the place of delivery is the address the Consumer made known to the Company.
3. With due observance of the stipulations concerning this in Clause 4 of these General Terms and Conditions for Distance Selling, the Company will fulfil accepted orders expeditiously but at the latest within 30 days, unless another delivery term was agreed. If the delivery suffers delay, or if an order cannot be fulfilled or can only be fulfilled in part, the Consumer will receive notification of this at the latest within 30 days from placing the order. In this case, the Consumer will be entitled to terminate the Agreement free of charge and will have a right to compensation if applicable.
4. After termination in conformance with the previous subclause, the Company will refund the amount paid by the Consumer immediately.
5. The risk of damage to and/or missing products rests with the Company until the moment of delivery to the Consumer or a designated representative made known to the Company beforehand, unless explicitly agreed otherwise.

**Clause 14 - Payment**

1. To the extent that this was not stipulated otherwise in the Agreement or supplementary conditions, the amounts payable by the Consumer must be paid within 14 days from commencement of the Cooling-off Period, or in the absence of a Cooling-off Period within 14 days from entering into the Agreement. In case of an agreement for the performance of a service, this term will lapse on the day after the Consumer has received confirmation of the Agreement.
2. In case of sale of products to consumers, the Consumer may never, in general terms and conditions, be obliged to pay more in advance than 50%. If advance payment was stipulated, the Consumer will not be entitled to fulfilment of the particular order of performance of service(s), before the agreed advance payment has taken place.
3. The Consumer has the duty to report inaccuracies in stated or furnished payment data to the Company immediately.
4. If the Consumer does not meet his payment obligation(s) in time, he will owe, after the Company has pointed out the overdue payment to him and the Company has granted the Consumer a 14-day term to still meet his payment obligations, in case of non-payment within this 14-day term, statutory interest on the amount due and the Company will be entitled to charge any extrajudicial collection costs incurred. These collection charges will amount to maximum: 15% on outstanding amounts up to € 2,500; 10% on the following € 2,500 and 5% on the following € 5,000 with a minimum of € 40. The Company may deviate from the amounts and percentages to the Consumer's benefit.

**Clause 15 – Complaints Procedure**

1. The Company has a sufficiently published complaints procedure and will handle the complaint in accordance with this complaints procedure.
2. Complaints concerning the fulfilment of the Agreement must be submitted fully and clearly described to the Company with due speed after the Consumer has established the defect.
3. Complaints filed with the Company will be answered within a term of 14 days calculated from the date of receipt. If a complaint should require a foreseeable longer processing period, the Company will reply within the 14-day term with a notification of receipt and an indication of when the Consumer can expect a more elaborate answer.
4. The Consumer must allow the Company at least 4 weeks to solve the complaint by mutual consultation. After this term, a dispute arises that is subject to the dispute settlement rules.

**Clause 16 - Disputes**

1. Agreements between the Company and the Consumer to which these General Terms and Conditions for Distance Selling relate are exclusively governed by Dutch law.

**Clause 17 – Supplementary or Varying Stipulations**

Stipulations that are supplementary to or varying from these General Terms and Conditions for Distance Selling may not be to the Consumer's disadvantage and must be recorded in writing or in such a way that they can be stored on a durable medium by the Consumer in an accessible manner.

## **Appendix I: Model form Right of Withdrawal**

(only complete and return this form if you wish to revoke the Agreement)

- To: Harrie Leenders Haardkachels BV  
Industrieweg 25  
5688DP, Oirschot  
info@leenders.nl
  
- This is to inform you that I revoke our Agreement concerning  
the sale of the following products: [product name]
  
  
  
  
  
- Ordered on\*/received on\* [order date for services or receipt date for products]
- [Consumer name]
- [Consumer address]
- [Consumer signature] (only if this form is submitted on paper)

\* Cross out if not applicable or complete what is applicable.