

## General terms and conditions of Schuring Trailers

**These general terms and conditions are drawn up in the Dutch language and in other language. The Dutch text of these general terms and conditions at any difference in content or scope determines the interpretation.**

### Article 1 - Definitions

In these conditions apply:

1. **Grace period:** period during which the consumer or purchaser can exercise his right of withdrawal
2. **Consumer:** the natural person not acting in the exercise of profession or business and a distance contract with the entrepreneur
3. **Purchaser:** The other party of entrepreneur, acting in the exercise of profession or business which entrepreneur sells and delivers and entrepreneur also provides service where appropriate.
4. **Day:** calendar day
5. **Transaction duration:** a distance contract concerning a series of products and/or services, which the delivery and/or purchase is spread over time
6. **Durable medium:** any means that the consumer/purchaser or the entrepreneur enables information to him personally is directed to store in a way that facilitates future consultation and unaltered reproduction of the information stored
7. **Right of withdrawal:** the ability for the consumer or purchaser to see of the distance contract within the grace period
8. **Entrepreneur:** the natural or legal person which products and/or remote services to the consumer or purchaser
9. **Distance contract:** an agreement in the context of a distance selling organized by the entrepreneur system or products and/or services until the conclusion of the agreement exclusive use of one or more means of distance communication
10. **Technology for distance communication:** means that can be used to conclude a contract, without the consumer or purchaser and entrepreneur being together in the same room

### Article 2 - The Entrepreneur's identity

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### Article 3 - Applicability

1. These general terms and conditions apply to every offer of the entrepreneur and any agreement reached at a distance between entrepreneur and consumer or purchaser
2. Before the agreement is concluded, the text of these general terms and conditions will be made available to the consumer or purchaser. If this is not reasonably possible, before

the contract is concluded at a distance, indicate that the general terms and conditions for inspection at the entrepreneur and be sent free of charge as soon as possible at the request of the consumer or purchaser

3. If the distance contract is concluded electronically, notwithstanding the previous paragraph and before the distance contract is concluded, the text of these terms and conditions electronically to the consumer or purchaser shall be made available in such a way that by consumer or purchaser in a simple way can be stored on a durable data storage medium. If this is not reasonably possible, before the distance contract is closed, will indicate where to be aware of the general terms and conditions electronically and that they will be sent free of charge upon request from the consumer or purchaser electronically or otherwise .
4. In the event that besides these general terms and conditions also specific product or service conditions apply, the second and third paragraph shall apply and the consumer or purchaser in the event of conflicting terms and conditions always rely on the applicable provision for him is the most favorable.

#### **Article 4 - The Offer**

1. If an offer has a limited duration or subject conditions, this will be explicitly stated in the offer
2. The offer includes a complete and accurate description of the offered products and/or services. The description is sufficiently detailed to allow a proper assessment of the offer by the consumer or purchaser. If the entrepreneur uses images they are a true reflection of the products and/or services. Obvious mistakes or errors in the offer are not binding for the entrepreneur.
3. Each offer contains such information that is clear to the consumer or purchaser what the rights and obligations which are attached to accepting the offer. This affects, in particular
  - The price including taxes;
  - any costs of delivery;
  - How the agreement will be achieved and what actions are required;
  - to apply whether or not the right of withdrawal;
  - The method of payment, delivery or performance of the contract;
  - The deadline for accepting the offer, or the deadline for adhering to the price;
  - the size of the tariff for distance communication if the cost of using the technique for distance communication are calculated on a basis other than the regular fare for the means of communication;
  - if the contract is filed after conclusion, and if so, how this can be accessed by the consumer or purchaser;
  - how the consumer or purchaser, before the conclusion of the agreement can check the information provided by him under the contract and repair if necessary;
  - The possible languages, including Dutch, the contract may be entered;
  - The conduct to which the trader is subject and the way the consumer or purchaser can consult these conducts electronically; and
  - The minimum duration of the distance contract in the event of a transaction duration.

#### **Article 5 - The agreement**

1. The agreement is subject to the provisions of paragraph 4, concluded at the time of acceptance by the consumer or purchaser of the offer and meet the corresponding

conditions.

2. If the consumer or purchaser has accepted the offer electronically, the Entrepreneur shall promptly confirm electronic of receiving the acceptance of the offer. Until receipt of this acceptance has not been confirmed by the entrepreneur, the consumer or purchaser may rescind the contract.
3. If the agreement is created electronically, the Entrepreneur will take appropriate technical and organizational measures to protect the electronic transfer of data and he will ensure a secure web environment. If the consumer or purchaser can pay electronically, the entrepreneur take appropriate safety precautions.
4. The entrepreneur can - within the law- inform if the consumer or purchaser can meet its payment obligations, and of all those facts and factors that are important for the responsible conclusion of the distance contract. If the entrepreneur has based on this investigation was justified in order not to enter into the agreement, he is entitled to refuse or to bind its implementation to special conditions an order or request.
5. The entrepreneur will the product or service to the consumer or purchaser the following information in writing or in such a way that it can be stored by the consumer or purchaser in an accessible manner on a durable medium to send:
  - a. the address of the establishment of the business where the consumer or purchaser can lodge complaints;
  - b. the conditions and how the consumer or purchaser of the withdrawal right can be exercised, or a clear statement regarding the exclusion of the right of withdrawal;
  - c. de informatie over garanties en bestaande service na aankoop;
  - d. the data included in article 4 paragraph 3 of these conditions, unless the entrepreneur information already provided to the consumer or purchaser before the execution of the agreement;
  - e. the requirements for terminating the agreement if the agreement has a duration of more than one year or for an indefinite period
6. In the event of a transaction duration is the provision in the previous paragraph applies only to the first delivery

## **Article 6 - Right of withdrawal**

### *When delivering products*

1. When purchasing products, the consumer or purchaser has the option to terminate the agreement without giving any reason within 14 days. This period commences on the day after receipt of the product by the consumer or purchaser or a pre-designated by the consumer or purchaser and the entrepreneur announced representative.
2. During this period the consumer or purchaser will carefully handle the product and packaging. He will be the product only to unpack or use as necessary to assess whether he wishes to keep the product. If he exercises his right of withdrawal, he will the product with all accessories and - if reasonably possible - in its original condition and packaging to the entrepreneur, according to the trader provided reasonable and clear instructions.

### *When providing services*

1. When providing services the consumer or purchaser has the opportunity to terminate the agreement without giving any reason for at least 14 days starting on the day of entering into the agreement.
2. To use his right of withdrawal, the consumer or purchaser focus to by the Entrepreneur to supply and / or appearance on delivery to area provided reasonable and clear

instructions.

## **Article 7 - Costs in case of withdrawal**

1. If the consumer or purchaser exercises his right of withdrawal, he need only to pay the cost of return
2. If the consumer or purchaser has paid an amount, the entrepreneur refund this amount as soon as possible but not later then 30 days after the return or cancellation.

## **Article 8 - Exclusion of right of withdrawal**

1. The entrepreneur may exclude the right of withdrawal for the consumer or purchaser to the extent provided in paragraph 2 and 3. the exclusion of the right of withdrawal applies only if the entrepreneur clearly in the offer, at least in time for the conclusion of the agreement stated.
2. Exclusion of the right of withdrawal is only possible for products:
  - a that have been created by the trader in accordance with specifications of the consumer or purchaser.;
  - b. are clearly personal in nature;
  - c. it may not be returned because of their nature;
  - d. the rapidly decay or become obsolete;
  - e. whose price depends on fluctuations in the financial market on which the entrepreneur has no influence;
  - f. for individual newspapers and magazines;
  - g. for audio and video recording and computer software that the consumer or purchaser has broken the seal.
3. Exclusion of the right of withdrawal is only possible for services:
  - a. on accommodation, transport, catering or leisure to carry on a certain date or during a given period;
  - b. whose delivery with express consent of the consumer or purchaser is started before the period has expired;
  - c. on betting and lotteries

## **Article 9 - The price**

1. During the period mentioned in the offer, the prices of products and/or services have not increased, except for price changes due to changes in VAT rates.
2. In derogation form the preceding paragraph, the entrepreneur can offer products or services whose prices are subject to fluctation in the financial market and where the entrepreneur has no control, al vaiable prices. these fluctuations and the fact that prices are price targets, are at the offer
3. Price increases within 3 months after the conclusion of the contract are only permitted if they are result from legislation or regulations.
4. Price increases from 3 months after the conclusion of the contract are only allowed if the entrepreneur stipulated as much and:
  - a. they are the result of legislation or regulations; or
  - b. the consumer or purchaser has the power to terminate the agreement as of the date the increase takes effect.
5. The prices in the offer of products or services include VAT.

## **Article 10 - Conformance and warranty**

1. The entrepreneur guarantees that the products and / or services meet the contract specifications stated in the offer, the reasonable requirements of reliability and / or usability and on the date of the conclusion of the agreement existing legal provisions and / or government regulations. If agreed, the entrepreneur also ensure that the product is suitable for other than normal use.
2. And by the entrepreneur, manufacturer or importer warranty provided does not affect the legal right claims that the consumer or purchaser under the contract against the entrepreneur may assert.

## **Article 11 - Delivery and implementation**

1. The entrepreneur 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 or purchaser of the company has made known.
3. Subject to what is stated in article 4 of these Terms and Conditions, the Company accepted orders expeditiously within 30 days unless a longer delivery has been agreed. If delivery is delayed or if an order can not or only partially executed, the consumer or purchaser receives them within 30 days after placing the order. The consumer or purchaser in that case have the right to terminate the contract without penalty and be entitled to any compensation
4. In case of dissolution in accordance with the preceding paragraph, the entrepreneur shall pay back the amount paid by the consumer or purchaser as soon as possible but no later than 30 days after repudation
5. If delivery of an ordered product proves to be impossible, the entrepreneur will attempt to make available a replacement product. No later than the delivery will be reported that a replacement product is delivered in a clear and comprehensible manner. With replacement products, the right of withdrawal can not be excluded. The cost of return items are the responsibility of the entrepreneur.
6. The risk of damage and / or loss of products are for the entrepreneur up to the moment of delivery to the consumer or purchaser or a pre-designated and to the entrepreneur announced representative, unless expressly agreed otherwise.

## **Article 12 - Duration Transaction: duration, termination and renewal**

### *Notice of termination*

1. The consumer or purchaser may contract for an indefinite period, which extends to the regular delivery of products (including electricity) or services, at any time denounce the applicable termination rules and a notice of up to one month.
2. The consumer or purchaser may contract for a definite period has been entered and that extends to the regular delivery of products (including electricity) or services withdraw by the end of the fixed term in compliance with the applicable termination rules and a notice of up to one month.
3. The consumer or purchaser can the agreements referred to in the preceding paragraphs:
  - withdraw and not be limited to termination at a particular time or in a given period;
  - terminate them in the same way as they are concluded
  - cancel at the same notice of termination as the company has negotiated for itself.

## *Prolongation*

1. A contract for a definite period and that extends to the regular delivery of products (including electricity) or services may not be automatically extended or renewed for a fixed duration.
2. By derogation from the preceding paragraph, a contract concluded for a definite period and that extends to the regular delivery of daily news and weekly newspapers and magazines be tacitly renewed for a limited period of up to three months, as consumers against this extended agreement the end of the extension may terminate with a notice period of up to one month.
3. A contract for a definite period has been entered and that extends to the regular delivery of products or services may be tacitly renewed for an indefinite period if the consumer all may cancel at any time with a notice period of up to one month and a notice of up three months if the contract extends to the regular, but less than once a month delivering newspapers, weeklies and magazines.
4. A contract with a limited duration of regular delivery of dailies, weeklies and magazines (trial or introductory subscription) will not continue in silence and ends automatically after the trial or introductory.

## *Duration*

1. If a contract has a duration of more than one year, after a year, the consumer should the agreement at any time terminate with a notice period not exceeding one month, unless the reasonableness and fairness oppose termination before the end of the agreed term.

## **Article 13 - Payment**

1. Unless otherwise agreed, serve the consumer or purchaser amounts to be paid within 14 days after the start of the cooling off period referred to in article 6 paragraph 1. In case of an agreement to provide a service, captures this period after the consumer or purchaser has received confirmation of the agreement.
2. When selling products to consumers or purchasers may never stipulate an advance payment of more than 50% in terms and conditions. If payment is agreed, the consumer or purchaser may not assert any rights regarding the implementation of the order or service (s) before the advance payment has been made.
3. The consumer or purchaser has the duty to report inaccuracies in data supplied or specified payment immediately to the entrepreneur
4. In case of default by the consumer or purchaser of the entrepreneur subject to statutory limitations, the right to make advance to the consumer or purchaser reasonable costs charged.

## **Article 14 - Complaints procedure**

1. The entrepreneur has a well-publicized complaints procedure and handles the complaint in accordance with this complaints procedure.
2. Complaints about the implementation of the agreement must be submitted to the entrepreneur within a reasonable time, fully and clearly described, after the consumer has discovered the defects.
3. Complaints submitted to the entrepreneur will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the

entrepreneur will reply within 14 days with a confirmation of receipt and an indication in which the consumer can expect a more detailed answer.

4. If the complaint cannot be resolved by mutual agreement, a dispute arises that is subject to the dispute settlement..

#### **Article 15 - Disputes**

1. Only Dutch law applies to agreements between the entrepreneur and the consumer to which these general terms and conditions apply.

#### **Article 16 - Additional or different provisions**

Additional provisions or provisions deviating from these general terms and conditions may not be to the detriment of the consumer 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 data carrier.