

## **TERMS AND CONDITIONS**

### **Index**

Article 1- Definitions

Article 2 - Identity of the entrepreneur

Article 3 - Applicability

Article 4 - The offer

Article 5 - The agreement

Article 6 - Right of withdrawal

Article 7 - Costs in case of withdrawal

Article 8 - Exclusion right of withdrawal

Article 9 - The price

Article 10 - Conformity and guarantee

Article 11 - Delivery and execution

Article 12 - Duration transactions: duration, cancellation and extension

Article 13 - Payment

Article 14 - Complaints procedure

Article 15 - Disputes

Article 16 - Additional or different provisions

### **Article 1 - Definitions**

In these terms and conditions the following definitions apply:

1. Cooling-off period: the period within which the consumer can make use of his right of withdrawal;
2. Consumer: the natural person who does not act in the exercise of a profession or business and enters into a distance contract with the entrepreneur;
3. Day: calendar day;
4. Duration transaction: a distance contract with regard to a series of products and/or services, the delivery and/or purchase obligation of which is spread over time;
5. Durable data carrier: any means that enables the consumer or entrepreneur to store information that is personally addressed to him in a way that allows future consultation and unaltered reproduction of the stored information.
6. Right of withdrawal: the option for the consumer to waive within the cooling-off period of the distance contract;
7. Model form: the model form for withdrawal that the entrepreneur has at his disposal that a consumer can fill in when he wants to make use of his right of withdrawal.
8. Entrepreneur: the natural or legal person who offers products and/or services to consumers at a distance;
9. Distance contract: an agreement in which, in the context of a system organized by the entrepreneur for distance selling of products and/or services, up to and including the conclusion of the agreement, only one or more techniques for distance communication are used;
10. Remote communication technique: means that can be used for closing of an agreement,

without the consumer and entrepreneur simultaneously occupying the same space have come together.

11. General Terms and Conditions: the present General Terms and Conditions of the entrepreneur.

## **Article 2 - Identity of the entrepreneur**

1. Name of entrepreneur: Koala Hug B.V.  
Trading as: Koala Hug
2. Business address: Prins Frederikplein 218, 3071 KS Rotterdam
3. Visiting address (by appointment only): Prins Frederikplein 218, 3071 KS Rotterdam  
Return address for orders: Prins Frederikplein 218, 3071 KS Rotterdam
4. Phone number: +31 (0)6 – 83 21 88 01
5. Availability: from Monday to Friday from 9 a.m. to 5 p.m.
6. E-mail address: hello@koalahug.eu
7. Account number: NL37 INGB 0008 2021 59
8. Chamber of Commerce number: 82693943
9. VAT identification number: NL862569333B01

## **Article 3 - Applicability**

1. These general terms and conditions apply to every offer from the entrepreneur and to every distance contract and orders concluded between the entrepreneur and consumer.
2. Before the distance contract is concluded, the text of these general terms and conditions is made available to the consumer. If this is not reasonably possible, before the distance contract is concluded, it will be indicated that the general terms and conditions can be viewed at the entrepreneur and they will be sent free of charge as soon as possible at the request of the consumer.
3. If the distance contract is concluded electronically, notwithstanding the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions can be made available to the consumer electronically in such a way that it is consumer can be stored in a simple way on a durable data carrier. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general terms and conditions can be consulted electronically and that they will be sent free of charge at the request of the consumer electronically or otherwise.
4. In the event that specific product or service conditions apply in addition to these general terms and conditions, the second and third paragraphs apply accordingly applicable and the consumer can always invoke the applicable provision that is most favorable to him in the event of conflicting general terms and conditions.
5. If at any time one or more provisions in these general terms and conditions are wholly or partially void or destroyed, the remainder of the agreement and these terms and conditions will remain in force and the relevant provision will be replaced by a provision in mutual consultation without delay. approached the tenor of the original as much as possible.
6. Situations that are not regulated in these general terms and conditions must be assessed 'in the spirit' of these terms and conditions.

7. Uncertainties about the interpretation or content of one or more provisions of our terms and conditions, must be interpreted 'in the spirit' of these terms and conditions.

#### **Article 4 - The offer**

1. If an offer has a limited period of validity or is subject to conditions, this will be expressly stated in the offer.
2. The offer is without obligation. The entrepreneur is entitled to change and adjust the offer.
3. The offer contains a complete and accurate description of the products and/or services offered. The description is sufficiently detailed to allow a proper assessment of the offer by the consumer. If the entrepreneur uses images, these are a true representation of the products and/or services offered. Obvious mistakes or obvious errors in the offer are not binding on the entrepreneur.
4. All images, specifications data in the offer are an indication and can not lead to compensation or dissolution of the agreement.
5. Images accompanying products are a true representation of the offered products. Entrepreneur cannot guarantee that the displayed colors correspond exactly to the real colors of the products.
6. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to the acceptance of the offer. This concerns especially:

- \* the price including taxes;
- \* any shipping costs;
- \* the way in which the agreement will be concluded and which actions are necessary for this;
- \* whether or not the right of withdrawal applies;
- \* the method of payment, delivery and execution of the agreement;
- \* the term for acceptance of the offer, or the term within which the entrepreneur guarantees the price;
- \* the amount of the tariff for distance communication if the costs of using the technology for distance communication are calculated on a basis other than the regular basic rate for the means of communication used; whether the agreement will be archived after its conclusion, and if so, how it can be consulted by the consumer;
- \* the way in which the consumer, before concluding the agreement, can check the data provided by him in the context of the agreement and if desired to recover;
- \* any other languages in which, in addition to Dutch, the agreement can be closed;
- \* the codes of conduct to which the entrepreneur is subject and the way in which the consumer can consult these codes of conduct electronically; and
- \* the minimum duration of the distance contract in the case of a long-term transaction.

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

1. Subject to the provisions of paragraph 4, the agreement is concluded at the time of acceptance by the consumer of the offer and compliance with the associated conditions.

2. If the consumer has accepted the offer electronically, the entrepreneur immediately confirms electronically receipt of the acceptance of the offer. As long as the receipt of this acceptance is not has been confirmed by the entrepreneur, the consumer can dissolve the agreement.
3. If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to secure the electronic transfer of data and ensure a safe web environment. If the consumer can pay electronically, the entrepreneur will observe appropriate security measures.
4. Within legal frameworks, the entrepreneur can inform himself whether the consumer can meet his payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the distance contract. If, on the basis of this investigation, the entrepreneur has good reasons not to enter into the agreement, he is entitled to refuse an order or request with reasons or to attach special conditions to the implementation.
5. The entrepreneur will send the following information to the consumer at the latest when the product, service or digital content is delivered, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable data carrier:
  - a. the visiting address of the establishment of the entrepreneur where the consumer can go with complaints;
  - b. the conditions under which and the way in which the consumer of the right of withdrawal can use, or a clear statement regarding the exclusion of the right of withdrawal;
  - c. the information about guarantees and existing after-sales service;
  - d. the price including all taxes of the product, service or digital content; for where applicable, the costs of delivery; and the method of payment, delivery or performance of the distance contract;
  - e. the requirements for terminating the agreement if the agreement has a duration of more than one year or is of indefinite duration;
  - f. if the consumer has a right of withdrawal, the model withdrawal form.
6. In the case of an expensive transaction, the provision in the previous paragraph only applies apply to the first delivery.

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

1. When purchasing products, the consumer has the option to dissolve the agreement without stating reasons during 14 days. This reflection period starts on the day after receipt of the product by the consumer or a representative designated in advance by the consumer and announced to the entrepreneur.
2. During the reflection period, the consumer will handle the product and the packaging. If he makes use of his right of withdrawal, he will return the product with all delivered accessories in the original condition (unwashed) and packaging to the entrepreneur return, in accordance with the reasonable and clear instructions provided by the entrepreneur.
3. If the consumer wishes to make use of his right of withdrawal, he is obliged to make this known to the entrepreneur within 14 days of receipt of the product. The consumer must make this known by means of the model form. After the consumer has indicated that he wishes to make use of his right of withdrawal, the customer must return the product within

14 days. The consumer must prove that the delivered goods have been returned on time, for example by means of proof of shipment.

4. If the customer has not made it known after expiry of the periods referred to in paragraphs 2 and 3 that he wishes to make use of his right of withdrawal resp. has not returned the product to the entrepreneur, the purchase is a fact.

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

1. If the consumer makes use of his right of withdrawal, at most the costs of return will be for his account.

2. If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible, but no later than 14 days after withdrawal. This is subject to the condition that the product has already been received back by the web retailer or conclusive proof of complete return can be submitted. Refund will be made via the same payment method that was used by the consumer, unless the consumer gives explicit permission for another payment method.

3. In the event of damage to the product due to careless handling by the consumer, the consumer is liable for any loss in value of the product.

4. The consumer cannot be held liable for depreciation of the product if the entrepreneur has not provided all legally required information about the right of withdrawal, this must be done before concluding the purchase agreement.

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

1. The entrepreneur can exclude the consumer's right of withdrawal for products as described in paragraphs 2 and 3. The exclusion of the right of withdrawal only applies if the entrepreneur has stated this clearly in the offer, at least in time for the conclusion of the agreement.

2. Exclusion of the right of withdrawal is only possible for products:

3. that have been established by the entrepreneur in accordance with the specifications of the consumer;

4. which are clearly personal in nature;

5. which by their nature cannot be returned;

6. which can spoil or age quickly;

7. whose price is subject to fluctuations in the financial market on which the entrepreneur has no influence;

8. for loose newspapers and magazines;

9. for audio and video recordings and computer software of which the consumer has the seal has broken.

10. for hygienic products of which the consumer has broken the seal.

11. Exclusion of the right of withdrawal is only possible for services:

12. concerning accommodation, transport, restaurant business or leisure activities to be carried out on a certain date or during a certain period;

13. the delivery of which has started with the express consent of the consumer before the cooling-off period has expired; 14. regarding betting and lotteries.

### **Article 9 - The price**

1. During the period of validity stated in the offer, the prices of the products and/or services offered will not be increased, except for price changes as a result of changes in VAT rates.
2. Contrary to the previous paragraph, the entrepreneur can offer products or services whose prices are subject to fluctuations in the financial market and over which the entrepreneur has no influence, with variable prices. This dependence on fluctuations and the fact that any prices stated are target prices are stated in the offer.
3. Price increases within 3 months after the conclusion of the agreement are only permitted if they are the result of statutory regulations or provisions.
4. Price increases from 3 months after the conclusion of the agreement are only permitted if the entrepreneur has stipulated this and:
  5. these are the result of statutory regulations or provisions; or
  6. the consumer has the authority to cancel the agreement with effect from the day on which the price increase takes effect.
7. The prices stated in the offer of products or services include VAT.
8. All prices are subject to printing and typing errors. No liability is accepted for the consequences of printing and typing errors. In the event of printing and typesetting errors, the entrepreneur is not obliged to deliver the product according to the incorrect price.

### **Article 10 - Conformity and Warranty**

1. The entrepreneur guarantees that the products and/or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or usability and the legal provisions existing on the date of the conclusion of the agreement. and/or government regulations. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.
2. A guarantee provided by the entrepreneur, manufacturer or importer does not affect the legal rights and claims that the consumer can assert against the entrepreneur on the basis of the agreement.
3. Any defects or incorrectly delivered products must be reported to the entrepreneur in writing within 14 days of delivery. The products must be returned in the original packaging and in new condition.
4. The entrepreneur's warranty period corresponds to the manufacturer's warranty period. However, the entrepreneur is never responsible for the ultimate suitability of the products for each individual application by the consumer, nor for any advice regarding the use or application of the products.
5. The warranty does not apply if:

\* The consumer has repaired and/or processed the delivered products himself or has had them repaired and/or processed by third parties;

\* The delivered products have been exposed to abnormal conditions or are otherwise handled carelessly or contrary to the instructions of the entrepreneur and/or have been treated on the packaging;

\* The defectiveness is wholly or partly the result of regulations that the government has made or will make with regard to the nature or quality of the materials used.

## **Article 11 - Delivery and execution**

1. The entrepreneur will take the greatest possible care when receiving and executing orders for products and when assessing applications for the provision of services.

2. The place of delivery is the address that the consumer has made known to the company.

3. With due observance of what is stated in paragraph 4 of this article, the company will execute accepted orders expeditiously but at the latest within 30 days, unless the consumer has agreed to a longer delivery period. If the delivery is delayed, or if an order cannot or only partially be executed, the consumer will be notified of this no later than 30 days after he has placed the order. In that case, the consumer has the right to cancel the agreement without cancellation costs. The consumer is not entitled to compensation.

4. All delivery times are indicative. The consumer cannot derive any rights from any stated terms. Exceeding a term does not entitle the consumer to compensation.

5. In the event of dissolution in accordance with paragraph 3 of this article, the entrepreneur will refund the amount paid by the consumer as soon as possible, but at the latest within 14 days after dissolution.

6. If delivery of an ordered product proves to be impossible, the entrepreneur will make every effort to make a replacement item available. At the latest on delivery will be notified in a clear and comprehensible manner that a replacement item is being delivered. For replacement items right of withdrawal can not be excluded. The costs of any return shipment is at the expense of the entrepreneur.

7. The risk of damage and/or loss of products rests with the entrepreneur until the moment of delivery to the consumer or a representative designated in advance and made known to the entrepreneur, unless expressly agreed otherwise.

## **Article 12 - Duration transactions: duration, cancellation and extension**

### *Cancellation*

1. The consumer can terminate an agreement that has been entered into for an indefinite period and that extends to the regular delivery of products (including electricity) or services, with due observance of the agreed cancellation rules and a notice period of at most one month.

2. The consumer can terminate an agreement that has been entered into for a definite period and which extends to the regular delivery of products (including electricity) or services, at any time towards the end of the fixed term, with due observance of the agreed cancellation rules and a notice period. of a maximum of one month.

3. The consumer can conclude the agreements referred to in the previous paragraphs:

- \* cancel at any time and are not limited to cancellation at a specific time or in a certain period of time;
- \* at least cancel in the same way as they entered into by him;
- \* always cancel with the same notice period as the entrepreneur has stipulated for himself.

#### *Extension*

4. An agreement that has been entered into for a definite period and which extends to the settled delivery of products (including electricity) or services, may not be tacitly extended or renewed for a specified period.
5. Contrary to the previous paragraph, an agreement that has been entered into for a definite period and which extends to the regular delivery of daily news and weekly newspapers and magazines may be tacitly extended for a fixed term of a maximum of three months, if the consumer has extended this can terminate the agreement towards the end of the extension with a notice period of no more than one month.
6. An agreement that has been entered into for a definite period and which extends to the regular delivery of products or services may only be tacitly extended for an indefinite period if the consumer may cancel at any time with a notice period of at most one month and a notice period of a maximum of three months if the agreement extends to the regular, but less than once a month, delivery of daily, news and weekly newspapers and magazines.
7. An agreement with a limited duration for the regular delivery of daily, news and weekly newspapers and magazines (trial or introductory subscription) is not tacitly continued and ends automatically after the trial or introductory period.

#### *Duration*

8. If an agreement has a duration of more than one year, the consumer may terminate the agreement at any time after one year with a notice period of no more than one month, unless reasonableness and fairness oppose cancellation before the end of the agreed duration to postpone.

### **Article 13 - Payment**

1. Unless otherwise agreed, the amounts owed by the consumer must be paid within 7 working days after the start of the reflection period as referred to in Article 6 paragraph 1. In the event of an agreement to provide a service, this term after the consumer has received confirmation of the agreement.
2. The consumer has the obligation to immediately report inaccuracies in the payment details provided or stated to the entrepreneur.
3. In the event of non-payment by the consumer, the entrepreneur has the right, subject to legal restrictions, to reimburse the reasonable costs made known to the consumer in advance to charge.



## **Article 14 - Complaints procedure**

1. The entrepreneur has a sufficiently publicized complaints procedure and handles the complaint in accordance with this complaints procedure.
2. Complaints about the implementation of the agreement must be submitted fully and clearly described to the entrepreneur within 7 days, 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 answer within the period of 14 days with a notification of receipt and an indication when the consumer can expect a more detailed answer.
4. If the complaint cannot be resolved by mutual agreement, a dispute will arise that is subject to the dispute settlement procedure.
5. In the event of complaints, a consumer must first turn to the entrepreneur. If the web store is affiliated with Stichting WebwinkelKeur and in the event of complaints that cannot be resolved by mutual agreement, the consumer should contact Stichting WebwinkelKeur ([webwinkelkeur.nl](https://www.webwinkelkeur.nl)), which will mediate free of charge. Check whether this webshop has an ongoing membership via <https://www.webwinkelkeur.nl/leden/>. If a solution is not yet reached, the consumer has the option to have his complaint handled by the independent disputes committee appointed by Stichting WebwinkelKeur, the decision of which is binding and both the entrepreneur and consumer agree to this binding decision. There are costs associated with submitting a dispute to this disputes committee, which must be paid by the consumer to the relevant committee. It is also possible to register complaints via the European ODR platform (<http://ec.europa.eu/odr>).
6. A complaint does not suspend the entrepreneur's obligations, unless the entrepreneur indicates otherwise in writing.
7. If a complaint is found to be well-founded by the entrepreneur, the entrepreneur will, at its discretion, replace or repair the delivered products free of charge.

## **Article 15 - Disputes**

Only Dutch law applies to agreements between the entrepreneur and the consumer to which these general terms and conditions apply. Even if the consumer lives abroad.

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

Additional provisions or provisions that deviate 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 way on a durable data carrier.