

## Table of Contents:

1. Definitions
2. Identity of the Entrepreneur
3. Applicability
4. The Offer
5. The Agreement
6. Right of Withdrawal
7. Obligations of the Consumer During the Reflection Period
8. Exercise of the Right of Withdrawal by the Consumer and Associated Costs
9. The Price
10. Performance and Additional Warranty
11. Delivery and Execution
12. Payment
13. Complaint Procedure
14. Disputes

In these terms and conditions, the following definitions apply:

**Additional Agreement:** an agreement whereby the consumer acquires products, digital content, and/or services in connection with a distance contract, and these goods, digital content, and/or services are delivered by the entrepreneur or by a third party based on an agreement between that third party and the entrepreneur.

**Reflection Period:** the period within which the consumer can exercise the right of withdrawal.

**Consumer:** a natural person who is not acting for purposes related to his trade, business, craft, or profession.

**Day:** calendar day.

**Digital Content:** data that is produced and delivered in digital form.

**Duration Agreement:** an agreement aimed at the regular delivery of goods, services, and/or digital content over a specified period.

**Durable Data Carrier:** any tool – including email – that enables the consumer or entrepreneur to store information addressed personally to him in such a way that future consultation or use is possible for a period that is appropriate for the purpose for which the information is intended and allows for unchanged reproduction of the stored information.

**Right of Withdrawal:** the possibility for the consumer to cancel the distance agreement within the reflection period.

**Distance Agreement:** an agreement concluded between the entrepreneur and the consumer within the framework of an organized system for distance selling of products, digital content, and/or services, whereby, up to and including the conclusion of the agreement, only one or more techniques for remote communication are used.

**Technique for Remote Communication:** a means that can be used to conclude an agreement, without the consumer and entrepreneur having to meet simultaneously in the same space.

## **Article 2 – Identity of the Entrepreneur**

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## **Article 3 – Applicability**

These general terms and conditions apply to every offer from the entrepreneur and to every distance agreement concluded between the entrepreneur and the consumer. Before the distance agreement is concluded, the text of these general terms and conditions will be made available to the consumer. If this is not reasonably possible, the entrepreneur will indicate how the general terms and conditions can be viewed at the entrepreneur's and that they will be sent to the consumer free of charge as soon as possible upon request.

If the distance agreement is concluded electronically, the text of these general terms and conditions may be made available to the consumer electronically in such a way that it can be easily stored on a durable data carrier. If this is not reasonably possible, it will be indicated before the distance agreement is concluded where the general terms and conditions can be accessed electronically and that they will be sent to the consumer electronically or otherwise free of charge upon request.

In the event that specific product or service terms also apply alongside these general terms and conditions, the second and third paragraphs apply accordingly, and the consumer may always invoke the applicable provision that is most favorable to him in the event of conflicting terms.

## **Article 4 – The Offer**

If an offer has a limited validity period or is subject to conditions, this will be clearly stated in the offer.

The offer contains a complete and accurate description of the offered products, digital content, and/or services. The description is detailed enough to allow the consumer to make a proper assessment of the offer. If the entrepreneur uses images, these are a truthful representation of the offered products, services, and/or digital content. Obvious mistakes or errors in the offer do not bind the entrepreneur.

Each offer contains such information that it is clear to the consumer what the rights and obligations are that are attached to the acceptance of the offer.

## **Article 5 – The Agreement**

The agreement is concluded at the moment the consumer accepts the offer, subject to the provisions in paragraph 4.

If the consumer has accepted the offer electronically, the entrepreneur will confirm the receipt of acceptance of the offer without delay electronically. As long as the receipt of this acceptance has not been confirmed by the entrepreneur, the consumer can dissolve the agreement.

If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to secure the electronic transfer of data and will ensure a secure web environment. If the consumer can pay electronically, the entrepreneur will take appropriate security measures.

The entrepreneur can inform himself within legal frameworks whether the consumer can meet his payment obligations, as well as all facts and factors that are important for responsibly entering into the distance agreement. If the entrepreneur has good reasons not to enter into the agreement based on this investigation, he is entitled to refuse an order or request motivated or to attach special conditions to the execution.

The entrepreneur will send the following information, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable data carrier, at the latest upon delivery of the product, service, or digital content to the consumer:

- The visiting address of the entrepreneur's establishment where the consumer can lodge complaints;
- The conditions under which and the manner in which the consumer can exercise the right of withdrawal, or a clear notification regarding the exclusion of the right of withdrawal;
- Information about guarantees and existing after-sales service;
- The price including all taxes of the product, service, or digital content; where applicable, the costs of delivery; and the method of payment, delivery, or execution of the distance agreement;
- The requirements for termination of the agreement if the agreement has a duration of more than one year or an indefinite duration;
- If the consumer has a right of withdrawal, the model withdrawal form.  
In the case of a duration transaction, the provision in the previous paragraph applies only to the first delivery.

## **Article 6 – Right of Withdrawal**

For products:

The consumer can dissolve an agreement regarding the purchase of a product within a reflection period of at least 14 days without giving reasons. The entrepreneur may ask the consumer for the reason for withdrawal but cannot oblige him to state his reason(s).

The reflection period mentioned in paragraph 1 begins the day after the consumer, or a third party designated by the consumer who is not the carrier, has received the product, or:

- if the consumer has ordered multiple products in the same order: the day on which the consumer, or a third party designated by him, has received the last product. The entrepreneur may, provided he has clearly informed the consumer about this prior to the ordering process, refuse an order of multiple products with different delivery times.
- if the delivery of a product consists of several shipments or parts: the day on which the consumer, or a third party designated by him, has received the last shipment or part;
- for agreements for the regular delivery of products over a specified period: the day on which the consumer, or a third party designated by him, has received the first product.

## **Article 7 – Obligations of the Consumer During the Reflection Period**

During the reflection period, the consumer will handle the product and packaging with care. He will only unpack or use the product to the extent necessary to determine the nature, characteristics, and functioning of the product. The starting point is that the consumer may only handle and inspect the product as he would be allowed to do in a store.

The consumer is only liable for depreciation of the product resulting from a manner of handling the product that goes beyond what is allowed in paragraph 1.

The consumer is not liable for depreciation of the product if the entrepreneur has not provided him with all legally required information about the right of withdrawal before or upon concluding the agreement.

## **Article 8 – Exercise of the Right of Withdrawal by the Consumer and Costs Thereof**

If the consumer exercises his right of withdrawal, he must notify the entrepreneur within the reflection period using the model withdrawal form or in another unequivocal manner.

As soon as possible, but within 14 days from the day following the notification mentioned in paragraph 1, the consumer must return the product or hand it over to (a representative of) the entrepreneur. This is not necessary if the entrepreneur has offered to collect the product himself. The consumer has complied with the return period if he returns the product before the reflection period has expired.

The consumer returns the product with all supplied accessories, if reasonably possible in original condition and packaging, and in accordance with the reasonable and clear instructions provided by the entrepreneur.

The risk and burden of proof for the correct and timely exercise of the right of withdrawal lies with the consumer.

The consumer bears the direct costs of returning the product. If the entrepreneur has not stated that the consumer must bear these costs or if the entrepreneur indicates that he will bear the costs himself, the consumer does not have to bear the return shipping costs.

If the consumer withdraws after having expressly requested that the performance of the service or the delivery of gas, water, or electricity that is not prepared for sale in a limited volume or specific quantity starts during the reflection period, the consumer owes the entrepreneur an amount proportional to that part of the obligation that has been fulfilled by the entrepreneur at the time of withdrawal compared to the full performance of the obligation.

The consumer does not bear costs for the execution of services or the delivery of water, gas, or electricity that is not prepared for sale in a limited volume or quantity, or for the delivery of district heating, if:

- the entrepreneur has failed to provide the consumer with the legally required information about the right of withdrawal, the costs of returning the goods, or the model withdrawal form, or;
- the consumer has not expressly requested the performance of the service during the reflection period.

If the consumer exercises the right of withdrawal, all additional agreements are dissolved by operation of law.

## **Article 9 – The Price**

The prices listed in the offers for products or services include VAT.

## **Article 10 – Performance and Additional Warranty**

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 and/or government regulations in force on the date of the conclusion of the agreement.

An additional warranty provided by the entrepreneur, its supplier, manufacturer, or importer never limits the legal rights and claims that the consumer can assert against the entrepreneur under the agreement if the entrepreneur has failed to fulfill his part of the agreement.

## **Article 11 – Delivery and Execution**

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

The place of delivery is the address that the consumer has made known to the entrepreneur. With due observance of what is stated in Article 4 of these general terms and conditions, the entrepreneur will execute accepted orders promptly but at the latest within 30 days, unless another delivery period has been agreed upon. If delivery is delayed, or if an order cannot or can only partially be executed, the consumer will be notified of this within 30 days after placing the order. In that case, the consumer has the right to dissolve the agreement without costs. The consumer has no right to compensation.

Once the product has been delivered to the consumer, the risk for the product is transferred to the consumer. If the consumer chooses to pick up the product, the risk for the product is transferred to the consumer at the time of receipt.

The entrepreneur is not liable for damage caused by late delivery, except for in the case of intent or gross negligence.

## **Article 12 – Payment**

The shipping costs are listed in our Customer Service.

Payment is possible via Credit Card, PayPal, iDEAL (NL), Bancontact (BE), Klarna Pay Now, Klarna After Pay (for orders under €25, we charge €1.00 due to Klarna's high fees).

## **Article 13 – Complaint Procedure**

The entrepreneur has a sufficiently publicized complaints procedure and handles complaints according to this complaints procedure.

Complaints about the execution of the agreement must be submitted to the entrepreneur within a reasonable time, fully and clearly described, after the consumer has discovered the defects. 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 respond within 14 days with a confirmation of receipt and an indication of when the consumer can expect a more detailed response.

The consumer must give the entrepreneur at least four weeks to resolve the complaint in mutual agreement. After this period, a dispute arises that is subject to the dispute resolution procedure.

#### **Article 14 – Disputes**

On agreements between the entrepreneur and the consumer to which these general terms and conditions apply, only Dutch law applies.

The Vienna Sales Convention is explicitly excluded.

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