

General Terms and Conditions of Stichting Webshop Keurmerk

These General Terms and Conditions of Stichting Webshop Keurmerk have been drawn up in consultation with the Consumers' Association within the framework of the Coordination Group Self-Regulation Consultation (CZ) of the Social and Economic Council and will enter into force on June 1, 2014.

These General Terms and Conditions shall be used by all members of Stichting Webshop Keurmerk with the exception of financial services as referred to in the Financial Supervision Act and insofar as these services are supervised by the Netherlands Authority for the Financial Markets.

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Article 1 - Definitions

In these Terms and Conditions the following definitions apply:

Ancillary contract: a contract whereby the consumer acquires products, digital content and/or services in connection with a distance contract and these items, digital content and/or services are supplied by the trader or by a third party on the basis of an arrangement between that third party and the trader;

Grace period: the period within which the consumer can exercise his right of withdrawal;

Consumer: the natural person who is not acting for purposes related to his trade, business, craft or profession;

Day: calendar day;

Digital content: data produced and delivered in digital form;

Long-term contract: a contract for the regular supply of goods, services and/or digital content for a specified period;

Durable data carrier: every tool - including e-mail - that enables the consumer or entrepreneur to store information that is addressed to him personally, in a way that allows future consultation or use during a period that is tailored to the purpose for which the information is intended, and that

allows unaltered reproduction of the stored information;

Right of withdrawal: the consumer's option to waive the distance contract within the cooling-off period;

Entrepreneur: the natural or legal person who is a member of Stichting Webshop Keurmerk and offers products, (access to) digital content and/or services to consumers at a distance;

Distance contract: a contract concluded between the Entrepreneur and the Consumer under an organized system for the distance sale of products, digital content and/or services, where, up to and including the conclusion of the contract, exclusive or joint use is made of one or more techniques for distance communication;

Model withdrawal form: the European model withdrawal form included in Annex I of these terms and conditions;

Technique for distance communication: means that can be used for concluding an agreement, without the consumer and entrepreneur having to be together in the same room at the same time;

Article 2 - Identity of the entrepreneur

Lucky Birds

Business address; Beekerheide 24, 5741HC, Beek en Donk

Telephone number; ++31 (0)492-352513 / available from 9.00 am to 5.00 pm.

E-mail address; welkom@geluks-vogels.com

Chamber of Commerce number; 16046468

BTW-identificatienummer; 802402446B01

Article 3 - Applicability

These general terms and conditions apply to every offer of the entrepreneur and to every distance contract concluded between entrepreneur and consumer.

Before the distance contract is concluded, the text of these general conditions will be made available to the consumer. If this is not reasonably possible, before the distance contract is concluded, the entrepreneur will indicate in what way the general conditions can be inspected at the entrepreneur's premises and that, at the consumer's request, they will be sent free of charge as soon as possible.

If the distance contract is concluded electronically, notwithstanding the preceding paragraph and before the distance contract is concluded, the text of these general conditions may be made available to the consumer electronically in such a way that it can be stored by the consumer in a simple manner 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 inspected electronically and that, at the consumer's request, they will be sent electronically or otherwise free of charge.

In the event that in addition to these general conditions also specific product or service conditions apply, the second and third paragraphs apply by analogy and in the event of conflicting conditions the consumer can always rely on the applicable provision that is most favorable to him.

Article 4 - The offer

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

The offer contains a complete and accurate description of the products, digital content and/or services offered. The description is sufficiently detailed to enable a proper assessment of the offer by the consumer. If the entrepreneur uses images, these are a true representation of the products, services and / or digital content offered. Obvious mistakes or obvious errors in the offer

do not bind the entrepreneur.

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

Article 5 - The agreement

The agreement, subject to the provisions of paragraph 4, is concluded at the moment of acceptance by the consumer of the offer and the fulfillment of the conditions thereby set.

If the consumer has accepted the offer electronically, the trader will immediately confirm receipt of acceptance of the offer 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 protect the electronic transfer of data and ensure a secure web environment. If the consumer can pay electronically, the entrepreneur will observe appropriate security measures to that end.

The entrepreneur may within legal frameworks - 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 grounds not to enter into the agreement, he is entitled to refuse an order or application or to attach special conditions to the implementation, giving reasons.

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

- a. the visiting address of the branch of the entrepreneur where the consumer can go with complaints;
- b. the conditions under which and the way in which the consumer can make use of the right of withdrawal, or a clear notification regarding the exclusion of the right of withdrawal;
- c. the information on guarantees and existing after-sales service;
- d. the price including all taxes of the product, service or digital content; to the extent applicable, the cost of delivery; and the method of payment, delivery or performance of the distance contract;
- e. the requirements for terminating the contract if the contract 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.

In 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 relating to the purchase of a product during a reflection period of at least 14 days without giving reasons. The entrepreneur may ask the consumer about the reason for withdrawal, but may not oblige the consumer to give his reason(s).

The withdrawal period referred to in paragraph 1 starts on the day after the consumer, or a third party designated in advance by the consumer, who is not the carrier, has received the product, or:

if the consumer has ordered 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 trader may, provided he has clearly informed the consumer of 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; in the case of contracts for regular delivery of products during a given period: the day on which the consumer, or a third party designated by him, has received the first product.

In the case of services and digital content not supplied on a tangible medium:

The consumer may cancel a service contract and a contract for the supply of digital content not supplied on a tangible medium for at least 14 days without giving reasons. The operator may ask the consumer about the reason for withdrawal, but may not oblige the consumer to state his reason(s).

The withdrawal period mentioned in paragraph 3 starts on the day following the conclusion of the agreement.

Extended cooling-off period for products, services and digital content not supplied on a tangible medium in case of failure to inform about right of withdrawal:

If the entrepreneur has not provided the consumer with the legally required information on the right of withdrawal or the model withdrawal form, the cooling-off period expires twelve months after the end of the original cooling-off period determined in accordance with the previous paragraphs of this article.

If the entrepreneur has provided the consumer with the information referred to in the previous paragraph within twelve months after the effective date of the original reflection period, the reflection period expires 14 days after the day on which the consumer received that information.

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 establish the nature, characteristics and operation of the product. The basic principle here 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 diminished value of the product resulting from a way of handling the product that goes beyond that permitted in paragraph 1.

The consumer is not liable for depreciation of the product if the entrepreneur did not provide him with all legally required information on the right of withdrawal before or at the conclusion of the contract.

Article 8 - Exercise of the right of withdrawal by the consumer and costs thereof

If the consumer exercises his right of withdrawal, he shall notify the entrepreneur within the withdrawal period by means of the model withdrawal form or in another unambiguous manner.

As soon as possible, but within 14 days from the day following the notification referred to in paragraph 1, the consumer returns the product, or hands it to (an authorized representative of) the entrepreneur. This is not required if the entrepreneur has offered to pick up the product himself. The consumer has observed the return period in any case if he returns the product before the cooling-off period has expired.

The consumer returns the product with all delivered accessories, if reasonably possible in its 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 trader has not notified the consumer that the consumer should bear these costs or if the trader indicates that the consumer should bear the costs himself, the consumer does not have to bear the costs of return shipment. If the consumer revokes after having first expressly requested that the performance of the

service or the supply of gas, water or electricity not made ready for sale in a limited volume or certain quantity begin during the withdrawal period, the consumer shall owe the entrepreneur an amount proportional to that part of the commitment fulfilled by the entrepreneur at the time of revocation, compared to the full fulfillment of the commitment.

The consumer shall not bear any costs for the performance of services or the supply of water, gas or electricity, not made ready for sale in a limited volume or quantity, or to supply district heating, if:

the entrepreneur has not provided the consumer with the legally required information on the right of withdrawal, the cost reimbursement upon withdrawal or the model withdrawal form, or;

the consumer has not expressly requested the commencement of the performance of the service or supply of gas, water, electricity or district heating during the withdrawal period.

The consumer shall not bear any costs for the full or partial delivery of digital content not delivered on a tangible medium if:

he has not expressly consented, prior to its delivery, to the beginning of the performance of the contract before the end of the cooling-off period;

he has not acknowledged losing his right of withdrawal when giving his consent; or

the entrepreneur has failed to confirm this statement by the consumer.

If the consumer makes use of his right of withdrawal, all additional contracts are dissolved by operation of law.

Article 9 - Obligations of the trader in case of withdrawal

If the trader enables the consumer's notification of withdrawal by electronic means, he shall send a confirmation of receipt without delay after receiving this notification.

The entrepreneur reimburses all payments of the consumer, including any delivery costs charged by the entrepreneur for the returned product, without delay but within 14 days following the day on which the consumer notifies him of the withdrawal. Unless the entrepreneur offers to pick up the product himself, he may wait with repayment until he has received the product or until the consumer proves that he has returned the product, whichever is earlier.

For reimbursement, the entrepreneur uses the same means of payment that the consumer has used, unless the consumer agrees to another method. The refund is free of charge to the consumer.

If the consumer has chosen a more expensive method of delivery than the cheapest standard delivery, the entrepreneur does not have to refund the additional costs for the more expensive method.

Article 10 - Exclusion of right of withdrawal

The trader can exclude the following products and services from the right of withdrawal, but only if the trader clearly stated this when making the offer, or at least in good time before concluding the contract:

Products or services whose price is subject to fluctuations in the financial market over which the entrepreneur has no influence and which may occur within the withdrawal period

Contracts concluded during a public auction. A public auction means a method of sale whereby products, digital content and/or services are offered by the entrepreneur to consumers who attend or are given the opportunity to attend the auction in person, under the direction of an auctioneer, and whereby the successful bidder is obliged to purchase the products, digital content and/or services

Service contracts, after full performance of the service, but only if:

the performance has begun with the express prior consent of the consumer; and

the consumer has declared that he loses his right of withdrawal once the entrepreneur has fully

performed the contract;

Service contracts for provision of accommodation, if the contract provides for a specific date or period of performance and other than for residential purposes, transportation of goods, car rental services and catering;

Contracts relating to leisure activities, if the contract provides for a specific date or period of performance thereof;

Products manufactured according to consumer specifications, which are not prefabricated and which are manufactured on the basis of an individual choice or decision by the consumer, or which are clearly intended for a specific person;

Products that spoil quickly or have a limited shelf life;

Sealed products that are not suitable for return for reasons of health protection or hygiene and whose seal has been broken after delivery;

Products which after delivery are by their nature irrevocably mixed with other products;

Alcoholic beverages whose price was agreed upon at the conclusion of the contract, but whose delivery can only take place after 30 days, and whose actual value depends on fluctuations in the market over which the entrepreneur has no influence;

Sealed audio, video recordings and computer software, the seal of which has been broken after delivery;

Newspapers, magazines or journals, with the exception of subscriptions to these;

The delivery of digital content other than on a tangible medium, but only if:

The performance has started with the express prior consent of the consumer; and
the consumer has declared that he thereby loses his right of withdrawal.

Article 11 - The price

During the validity period stated in the offer, the prices of the products and/or services offered will not be increased, except for price changes due to changes in VAT rates.

Notwithstanding 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 link to fluctuations and the fact that any prices mentioned are target prices will be mentioned in the offer.

Price increases within 3 months after the conclusion of the contract are only allowed if they are the result of statutory regulations or provisions.

Price increases from 3 months after the conclusion of the agreement are only allowed if the entrepreneur has stipulated it and:

- a. they are the result of legal regulations or provisions; or
- b. the consumer is authorized to terminate the contract on the day on which the price increase takes effect.

The prices mentioned in the offer of products or services include VAT.

Article 12 - Compliance with the agreement and additional guarantee

The entrepreneur guarantees that the products and/or services comply with the agreement, the specifications mentioned in the offer, the reasonable requirements of reliability and/or usability and the existing legal provisions and/or government regulations on the date the agreement was concluded. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.

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

Extra warranty means any commitment by the entrepreneur, his supplier, importer or

manufacturer in which he grants the consumer certain rights or claims that go beyond what he is legally obliged to do in case he has failed to fulfill his part of the agreement.

Article 13 - Delivery and execution

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

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

Subject to what is stated in article 4 of these general conditions, the entrepreneur will execute accepted orders expeditiously but at the latest within 30 days, unless another delivery period has been agreed. If delivery is delayed, or if an order cannot or can only be partially carried out, the consumer will be informed about this within 30 days after the order was placed. The consumer in that case has the right to dissolve the agreement without cost and right to possible compensation.

After dissolution in accordance with the previous paragraph, the entrepreneur will refund the amount paid by the consumer without delay.

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

Article 14 - Duration transactions: duration, termination and extension

Termination:

The consumer may terminate an agreement entered into for an indefinite period of time, which extends to the regular delivery of products (including electricity) or services, at any time, subject to agreed termination rules and a notice period not exceeding one month.

The consumer may terminate a fixed-term contract that was concluded for the regular delivery of products (including electricity) or services at any time at the end of the fixed term in compliance with the applicable termination rules and a period of notice that does not exceed one month.

The consumer may terminate the agreements mentioned in the previous paragraphs:

terminate at any time and not be limited to termination at a specific time or period;

at least terminate them in the same way as they were entered into by him;

always terminate with the same notice period as the entrepreneur has stipulated for himself.

Renewal:

A contract entered into for a definite period and which extends to the regular delivery of products (including electricity) or services may not be tacitly extended or renewed for a definite period.

Notwithstanding the previous paragraph, a fixed-term contract that has been concluded for the regular delivery of daily news and weekly newspapers and magazines may be tacitly renewed for a fixed term not exceeding three months, if the consumer can terminate this extended contract by the end of the extension with a notice period not exceeding one month.

A fixed-term contract that has been concluded for the regular delivery of products or services may be tacitly renewed for an indefinite period of time only if the consumer may terminate it at any time with a notice period not exceeding one month. The notice period shall not exceed three months if the contract is for the regular delivery of daily or weekly newspapers or magazines, but less than once a month.

A limited duration contract to regularly deliver daily, news and weekly newspapers and magazines for introductory purposes (trial or introductory subscription) is not tacitly continued and ends automatically at the end of the trial or introductory period.

Duration:

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

Article 15 - Payment

Unless otherwise provided in the agreement or additional conditions, the amounts owed by the consumer should be paid within 14 days after the start of the reflection period, or in the absence of a reflection period within 14 days after the conclusion of the agreement. In the case of an agreement to provide a service, this period begins on the day after the consumer receives the confirmation of the agreement.

When selling products to consumers, general terms and conditions may never require the consumer to pay more than 50% in advance. When advance payment is stipulated, the consumer may not assert any rights regarding the execution of the order or service(s) in question before the stipulated advance payment has been made.

The consumer has the duty to report inaccuracies in payment information provided or stated immediately to the entrepreneur.

If the consumer does not timely fulfill his payment obligation(s), he is, after he has been informed by the entrepreneur of the late payment and the entrepreneur has granted the consumer a period of 14 days to still fulfill his payment obligations, after the non-payment within this 14-day period, over the amount due the legal interest and the entrepreneur has the right to charge the extrajudicial collection costs he has incurred. These collection costs amount to a maximum of: 15% over outstanding amounts up to € 2,500; 10% over the next € 2,500 and 5% over the next € 5,000, with a minimum of € 40. The entrepreneur can deviate from the mentioned amounts and percentages for the benefit of the consumer.

Article 16 - Complaints procedure

The entrepreneur has a sufficiently publicized complaints procedure and handles complaints in accordance with this complaints procedure.

Complaints about the execution of the agreement must be submitted to the entrepreneur fully and clearly described within a reasonable time after the consumer has found 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 foreseeably longer processing time, the entrepreneur will respond within the 14-day period with a notice of receipt and an indication of when the consumer can expect a more detailed answer.

A complaint about a product, service or the service of the Entrepreneur can also be submitted via a complaint form on the consumer page of the website of Stichting Webshop Keurmerk (<http://keurmerk.info/Home/MisbruikOfKlacht>) The complaint will then be sent both to the Entrepreneur in question and to Stichting Webshop Keurmerk.

If the complaint cannot be solved by mutual agreement within a reasonable period or within 3 months after submission of the complaint a dispute will arise that is open to the dispute settlement procedure.

Article 17 - Disputes

On contracts between the entrepreneur and the consumer to which these general conditions relate, only Dutch law applies.

Disputes between the Consumer and the Entrepreneur about the formation or the performance of contracts related to products and services to be delivered or that have been delivered by this Entrepreneur can be submitted by either the Consumer or the Entrepreneur to the Geschillencommissie Webshop, Postbus 90600, 2509 LP in The Hague (www.sgc.nl) with due observance of the provisions set out below.

A dispute will only be handled by the Geschillencommissie if the Consumer has submitted his/her complaint to the Entrepreneur within a reasonable period.

Within twelve months after the dispute arose, the dispute must be submitted in writing to the

Disputes Committee.

If the consumer wishes to submit a dispute to the Disputes Committee, the entrepreneur is bound by this choice. When the entrepreneur wants to do that, the consumer will have to express in writing within five weeks after a written request made by the entrepreneur, whether he so desires or wants the dispute to be dealt with by the competent court. If the entrepreneur does not hear the choice of the consumer within the period of five weeks, the entrepreneur is entitled to submit the dispute to the competent court.

The Dispute Commission makes a decision under the conditions as laid down in the regulations of the Dispute Commission (<http://www.degeschillencommissie.nl/over-ons/de-commissies/2701/webshop>). The decisions of the Dispute Commission are made by way of a binding advice.

The Disputes Committee will not handle a dispute or will discontinue its handling if the Entrepreneur has been granted a suspension of payments, gone bankrupt or has actually terminated his business activities before a dispute has been handled by the Committee at the session and a final decision has been rendered.

If, in addition to the Geschillencommissie Webshop, another dispute committee recognized by or affiliated to the Stichting Geschillencommissies voor Consumentenzaken (SGC) or the Klachteninstituut Financiële Dienstverlening (Kifid) is competent, the Geschillencommissie Stichting Webshop Keurmerk will have preference over the Geschillencommissie Webshop Keurmerk for disputes mainly concerning the method of distance selling or provision of services. For all other disputes the other disputes committee recognized by SGC or affiliated with Kifid.

Article 18 - Industry guarantee

Webshop Keurmerk guarantees the fulfilment of the binding advice of the Disputes Committee Stichting Webshop Keurmerk by its members unless the member decides to submit the binding opinion within two months after sending for review to the court. This guarantee revives if the binding opinion after review by the court is upheld and the judgment from which this is apparent has become final. Up to an amount of €10,000,- per binding opinion, this amount will be paid to the consumer by Webshop Keurmerk. For amounts greater than €10,000,- per binding opinion, €10,000,- will be paid. For the excess, Webshop Keurmerk has a best-efforts obligation to ensure that the member complies with the binding opinion.

The application of this guarantee requires that the Consumer submits a written appeal to Stichting Webshop Keurmerk and that he transfers his claim on the Entrepreneur to Stichting Webshop Keurmerk. If the claim on the Entrepreneur exceeds €10,000,-, the Consumer will be offered to transfer his claim in so far as it exceeds the amount of €10,000,- to Stichting Webshop Keurmerk, who will in its own name and costs will claim the payment thereof in court to satisfy the Consumer.

Article 19 - Additional or different provisions

Additional provisions of and/or deviations from these General Terms and Conditions may not be to the Consumer's detriment and must be put in writing or be recorded in such a way that the Consumer can store them in an accessible manner on a long-term data carrier.

Article 20 - Amendments to the General Terms and Conditions of Stichting Webshop Keurmerk

Stichting Webshop Keurmerk will not change these General Terms and Conditions without prior consultation with the Consumers' Association.

Amendments to these General Terms and Conditions will only become valid after they have been published in an appropriate way, provided that the provision that is most favourable to the Consumer shall prevail in case of applicable changes during the validity of an offer.

Address Stichting Webshop Keurmerk:
Willemsparkweg 193, 1071 HA Amsterdam

Geluks-vogels.com
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