

## **GENERAL TERMS AND CONDITIONS**

### **REBEL CACTUS – HALLOFO BV**

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#### **Article 1 – Definitions**

In these Terms and Conditions, the following terms shall have the following meanings:

Reflection period: the period during which the Consumer may use his right of withdrawal;

Consumer: the natural person who does not act for purposes related to his/her commercial, trade, craft or professional activities;

Day: calendar day;

Sustainable data carrier: any means, including email, that allow the Consumer or the Entrepreneur to store information directed to him/her personally in such a manner that makes future consultation and use possible during a period that matches the purpose for which the information is destined and which makes unaltered reproduction of the stored information possible.

Right of withdrawal: the Consumer's option not to proceed with the distance agreement within the cooling-off period;

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

Distance contract: a contract concluded by the Entrepreneur and the Consumer within the scope of an organised system for distance selling products, digital content and/or services, whereby exclusive or additional use is made of one or more technologies of distance communication up to the conclusion of the contract;

Technology for distance communication: a means to be used for concluding an agreement without the Consumer and the Entrepreneur being together in the same place at the same time.

## **Article 2 – The Entrepreneur’s identity**

Name of Entrepreneur (name given in the Articles of Association, and trade name, where applicable): Hallofo BV.

Trading under the brand names: Rebel Cactus, Rebelcactus.nl, Rebelcactus.be, Rebelcactus.com, Hallofo, Hallofo.nl en Hallofo.be.

Business address: Korianderlaan 38, 1187 EE Amstelveen

Telephone number and the times at which the Entrepreneur can be reached by telephone: Monday to Friday from 9:00 to 17.30, phone number 079-3633238

Email: [klantenservice@rebelcactus.com](mailto:klantenservice@rebelcactus.com)

Chamber of Commerce number: 62099345

VAT identification number: NL 8546.49.190.B01

## **Article 3 – Applicability**

These General Terms and Conditions apply to any offer from the Entrepreneur and to any distance contract concluded by the Entrepreneur and the Consumer.

Before concluding a distance contract, the Entrepreneur shall make the text of these General Terms and Conditions available free of charge and as soon as possible. If this is reasonably impossible, the Entrepreneur shall indicate in what way the General Terms and conditions can be inspected and that they will be sent free of charge if so requested, before the distant contract is concluded.

If the distance contract is concluded electronically, the text of these General Terms and Conditions, in deviation from the previous section and before the distance contract is concluded, may also be supplied to the Consumer electronically in such a way that the Consumer can easily store it on a long-term data carrier. If this is reasonably impossible, it will be specified where the General Terms and Conditions can be viewed electronically and that they will be sent to at the Consumer’s request free of charge, either via electronic means or otherwise, before concluding the distance contract;

In the event that specific product or service condition apply in addition to these General Terms and Conditions, the second and third paragraphs shall apply accordingly, and in the event of

contradictory terms and conditions, the Consumer may always appeal to the applicable provision that is most favourable to him/her.

#### **Article 4 – The offer**

If an offer is of limited duration or if certain conditions apply, it shall be explicitly stated in the offer.

The offer contains a full and accurate description of the products, digital content and/or services offered. The description is suitably detailed to enable the Consumer to assess the products, or services and/or digital content adequately. If the Entrepreneur makes use of pictures, they are truthful images of the products and/or services provided. Obvious errors or mistakes in the offer do not bind the Entrepreneur.

All offers contain such information that it is clear to the Consumer what rights and obligations are attached to accepting the offer.

#### **Article 5 – The contract**

Subject to the provisions in article 4, the contract becomes valid when the Consumer has accepted the offer and fulfilled the terms and conditions set.

If the Consumer accepted the offer via electronic means, the Entrepreneur shall promptly confirm receipt of having accepted the offer via electronic means. As long as the receipt of said acceptance has not been confirmed, the Consumer may repudiate the contract.

If the contract is concluded electronically, the Entrepreneur will take appropriate technical and organisational security measures for the electronic data transfer and ensure a safe web environment. If the Consumer can pay electronically, the Entrepreneur shall observe appropriate security measures.

The Entrepreneur may, within the limits of the law, gather information about Consumer's ability to fulfil his payment obligations, and all facts and factors relevant to responsibly concluding the distance contract.

If, acting on the results of this investigation, the Entrepreneur has sound reasons for not concluding the contract, he is lawfully entitled to refuse an order or request supported by reasons, or to attach special terms to the implementation.

#### **Article 6 – Right of withdrawal**

*In case of products:*

The Consumer can repudiate a purchase contract for a product without giving reasons for a period of reflection of at least 14 days. The Entrepreneur may ask the Consumer about the reason for the withdrawal but cannot force him to state his reason(s).

The reflection period referred to in sub-clause 1 starts on the day the product is received by the Consumer or by a third party appointed by him in advance and who is not the carrier, or if the Consumer ordered several products in the same order: the day on which the Consumer or a third party appointed by him received the last product. The Entrepreneur may refuse an

order of several products with different delivery dates provided that he clearly informs the Consumer prior to the order process.

in case the delivery of a product consists of several batches or parts: the day on which the Consumer or a third party appointed by him received the last batch or the last part.

in case of an agreement about regular delivery of products during a given period: the day on which the Consumer or a third party appointed by him received the first product.

*In case of services and digital content that is not delivered on a physical carrier:*

The Consumer can terminate an agreement for services or an agreement for delivery of digital content that is not delivered on a physical carrier without giving reasons during at least 14 days. The Entrepreneur may ask the Consumer about the reason for the withdrawal but cannot force him to state his reason(s).

The reflection period referred to in Article 3 starts on the day following the conclusion of the agreement.

#### **Article 7 – Consumer’s obligations during the time of reflection**

During this period, the Consumer shall handle the product and the packaging with care. The Consumer shall only unpack or use the product to the extent necessary for establishing the nature, the characteristics and the effect of the product. The guiding principle is that the Consumer may only handle and inspect the product in the manner in which one is allowed to handle a product in a shop.

The Consumer is only liable for the decrease in value of the product that is caused by the way of handling the product which went further than allowed in sub-section 1.

The Consumer is not liable for the decrease in value of the product if the Entrepreneur has not provided him with all legal information about the right of withdrawal before concluding the Agreement.

#### **Article 8 – Exercising the Consumer’s right of withdrawal and the costs**

If the Consumer exercises his right of withdrawal, he shall notify the Entrepreneur unambiguously with the standard form for withdrawal within the period of reflection.

The Consumer shall return the product or deliver it to (the authorized representative of) the Entrepreneur as soon as possible but within 14 days counting from the day following the notification referred to in sub-clause 1. This need not be done if the entrepreneur offered to collect the product himself. The Consumer observed the period of returning the product in any event if the product is returned before the expiration of the period of reflection.

The Consumer shall return the product with all delivered accessories and if reasonably possible in the original state and packing and in conformity with reasonable and clear instructions given by the Entrepreneur.

The risk and the burden of proof for the correct and timely exercise of the right of withdrawal fall on the Consumer.

Consumers who purchase in webshops of the Entrepreneur can return the products free of charge. Consumers who have purchased products at one of our retail partners must satisfy themselves at them from the return policy of the retailer and the costs thereof.

If the Consumer exercises his right of withdrawal, all additional agreements end by operation of law.

#### **Article 9 – Entrepreneur’s obligations in case of withdrawal**

If the Entrepreneur makes the notification of withdrawal by electronic means possible, he shall promptly send a return receipt.

The Entrepreneur shall reimburse all payments made by the Consumer, including any delivery costs that the Consumer may charge for the returned product, as soon as possible but within 14 days following the day on which the Consumer notified him of the withdrawal. Unless the Entrepreneur offers to collect the product himself, he can wait with paying back until having received the product or until the Consumer proved that he returned the product, whichever occurs first.

The Entrepreneur shall make use of the same means of payment that the Consumer used, unless the Consumer consents to another method. The reimbursement is free of charge for the Consumer.

If the Consumer opted for a more expensive method of delivery instead of the cheapest standard delivery, the Entrepreneur need not reimburse the additional costs for the more expensive method.

#### **Article 10 - The price**

All prices indicated in the provision of products or services are including VAT.

#### **Article 11 – Compliance and guarantee**

All products have a legal warranty of 24 months from the invoice date. Watch out! Damage due to water or other liquids, are not covered by the warranty. Damage caused by hard hits for example by dropping the product is outside the warranty claim

#### **Article 12 – Delivery and execution**

The Entrepreneur shall exercise the best possible care when booking orders and executing product orders and when assessing requests for the provision of services.

The place of delivery is at the address given by the Consumer to the Entrepreneur.

With due observance of the stipulations in Article 4 of these General Terms and Conditions, the Entrepreneur shall execute accepted orders with convenient speed but at least within 30 days, unless another delivery period was agreed on. If the delivery has been delayed, or if an order cannot be filled or can be filled only partially, the Consumer shall be informed about this within one month after ordering. In such cases, the Consumer is entitled to repudiate the contract free of charge and with the right to possible compensation.

After repudiation in conformity with the preceding paragraph, the Entrepreneur shall return the payment made by the Consumer promptly but at least within 30 days after repudiation.

The risk of loss and/or damage to products will be borne by the Entrepreneur until the time of delivery to the Consumer or a representative appointed in advance and made known to the Consumer, unless explicitly agreed otherwise.

### **Article 13 – Payment**

The amounts to be paid by the Consumer must be settled within 14 days after the period of reflection, or if there is no period of reflection within 14 days after concluding the agreement.

If an advance payment was agreed, the Consumer may not assert any right regarding the execution of the order in question or the service(s) in question before making the agreed advance payment.

The Consumer has the duty to inform the Entrepreneur promptly of possible inaccuracies in the payment details that were given or specified.

### **Article 14 – Complaints procedure**

The Entrepreneur shall have a sufficiently notified complaints procedure in place, and shall handle the complaint in accordance with this complaint procedure.

Complaints about the performance of the contract shall be submitted fully and clearly described to the Entrepreneur within a reasonable time after the Consumer discovered the defects.

The complaints submitted to the Entrepreneur shall be replied within a period of 14 days after the date of receipt. Should a complaint require a foreseeable longer time for handling, the Entrepreneur shall respond within 14 days with a notice of receipt and an indication when the Consumer can expect a more detailed reply.

### **Article 15 - Disputes**

Contracts between the Entrepreneur and the Consumer to which these General Terms and Conditions apply, are exclusively governed by Dutch law.