

General Terms and Conditions of SunnyTent BV - Consumers

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Clause 1 - Definitions

In these General Terms and Conditions the following terms have the following meaning:

1. **Cooling-off period:** the term within which the consumer can make use of his right of withdrawal;
2. **Consumer:** the natural person who is not acting in the course of a profession or business and who enters into a distance contract with the company;
3. **Day:** calendar day;
4. **Durable data carrier:** every device that enables the consumer or the company to store information directed to him personally in a manner which makes future viewing and unaltered reproduction of the stored information possible.
5. **Right of withdrawal:** the option for the consumer to cancel the distance contract within the cooling-off period;
6. **Company:** the natural or legal person who offers distance products and/or services to consumers;
7. **Distance contract:** a contract whereby in the framework of a system organised by the company for distance selling of products and/or services, up to and including the making of the contract use may only be made of one or more techniques for distance communication;
8. **Technique for distance communication:** a means that can be used to make a contract, without the consumer and the company simultaneously coming together in the same room.

Clause 2 – Identity of the company

- SunnyTent BV, with registered office at Dr. Rauppstraat 24, 5571 CG Bergeijk, The Netherlands
- E-mail address: customerservice@sunnytent.com
- Chamber of Commerce number: 60.68.90.56

Clause 3 - Applicability

1. These general conditions apply to every offer of the company and to every distance contract made between the company and the consumer. The version of the general conditions as these applied at the time the contract was made, always applies, unless the consumer has accepted a revised version of the conditions after making the contract.

2. Before the distance contract is made, the text of these general conditions will be made available to the consumer. If this is not reasonably possible, then before the distance contract is made it will be indicated that the general conditions are available for inspection at the company and that they will be sent as soon as possible free of charge upon the consumer's request.
3. Any deviations from these general conditions only apply if they have explicitly been agreed in writing or electronically.

Clause 4 – The offer

1. If an offer has a limited term of validity or is subject to certain conditions, this will be explicitly set out in the offer.
2. The offer contains a complete and precise description of the products and/or services offered. The description will be sufficiently detailed to enable a good evaluation of the offer by the consumer. If the company makes use of illustrations these will be a truthful representation of the offered products and/or services. Apparent mistakes or apparent errors in the offer do not bind the company.
3. Every offer will contain such information that it is clear for the consumer what the rights and obligations are which are attached to the acceptance of the offer. This relates in particular to:
 - the price including taxes;
 - the shipping costs or other costs of delivery;
 - the way in which the contract will be made and what actions are necessary in this respect;
 - whether or not a right of withdrawal applies;
 - the method of payment, delivery and performance of the contract;
 - the term for accepting the offer, or the term within which the company guarantees the price;
 - the way in which the consumer, before making the contract, can check and if so desired correct the information he has furnished in the framework of the contract;

Clause 5 – The contract

1. Subject to reservation of the provisions of paragraph 3, the contract is made at the time that the company sends the consumer an order confirmation by e-mail, which explicitly describes which products have been purchased via the web shop.
2. The consumer is responsible for the order he has placed and he must check the company's order confirmation. If the order confirmation deviates from the order which has been placed or if it is noted that an erroneous order has been placed, the consumer is obliged to immediately report this to the company.
3. The company can - within legal limits – inform himself as to whether the consumer can perform his payment obligations, as well as of all those facts and factors which are relevant for responsible making of the distance contract. If the company has good grounds on the basis of this investigation not to make the contract, he is entitled, with reasons, to refuse an order or request or make performance subject to special conditions.

Clause 6 – Right of withdrawal

Upon delivery of products:

1. Upon the purchase of products the consumer has the option of cancelling the contract without giving reasons therefore within a period of 14 days. This cooling-off period starts on the day after receipt of the product by the consumer or a representative designated by the consumer and made known to the company in advance.
2. During the cooling-off period the consumer will handle the product and the packing with care. He will only unpack or use the product in such degree insofar as this is necessary to be able to assess whether he wishes to keep the product. If he wishes to make use of his right of withdrawal, he will return the product to the company with all supplied appurtenances in the original condition and packing, in conformity with the reasonable and clear instructions provided by the company.

Upon provision of services:

1. Upon the provision of services the consumer has the option of cancelling the contract without specifying reasons during a period of at least 14 days, starting on the day when the contract is made.
2. In order to make use of his right of withdrawal, the consumer will act in accordance with the reasonable and clear instructions provided by the company together with the offer and/or at latest upon delivery.

Clause 7 - Costs in the event of withdrawal

1. If the consumer makes use of his right of withdrawal, the costs of the return shipment are at his expense. Any earlier shipping / delivery costs (of the initial delivery of the company to the consumer) can in such case not be recovered from / set off against the company.

2. If the consumer has paid a sum of money, the company will repay this sum as soon as possible, but at latest within 30 days after the return or cancellation.

Clause 8 – Exclusion of right of withdrawal

1. The company can exclude the consumer's right of withdrawal insofar as such is provided for in paragraphs 2 and 3. The exclusion of the right of withdrawal only applies if the company has clearly stated such in the offer or in time before the contract is made.
2. Exclusion of the right of withdrawal is only possible for products:
 - a. which the company has made in accordance with specifications of the consumer;
 - b. which are clearly personal in nature;
 - c. which by their nature cannot be sent back;
 - d. which can rapidly perish or become obsolete;
 - e. for which the price is connected to fluctuations on the financial market over which the company has no influence;
3. Exclusion of the right of withdrawal is only possible for services:
 - a. the provision of which has started with the consumer's explicit consent prior to the expiry of the cooling-off period;
 - b. relating to wagers and lotteries.

Clause 9 – The price

1. During the term of validity set out in the offer, the prices of the offered products and/or services will not be increased, subject to price changes as a result of changes in VAT rates.
2. In deviation from the preceding paragraph the company can offer products or services for which the prices are connected to fluctuations on the financial market and over which the company has no influence, at variable prices. This connection to fluctuations and the fact that any prices mentioned are guidelines, will be mentioned in the offer.
3. In the event of temporary promotional campaigns the company is only bound by the promotional price published on the website or elsewhere if the products can be supplied within the promotional period (as set out on, e.g., the website) and as long as supplies last.
4. The prices of products or services set out in the offer are inclusive of VAT.

Clause 10 - Conformity

The company guarantees that the products and/or services comply with the contract, the specifications set out in the offer, the reasonable requirements of validity and/or usability and the existing legal provisions and/or government regulations existing on the date when the contract was made.

Clause 11 - Guarantee

The products supplied by the company have a guarantee term of 1 year as of the date of purchase. The consumer is not entitled to base a claim on this guarantee in the event of:

- Normal wear and tear
- Inexpert, incorrect or careless use
- Circumstances over which the company has no control, including weather conditions
- Maintenance which has not been executed or which has been executed incorrectly
- Changes or repairs by the consumer or by third parties
- Any government regulation relating to the nature or the quality of the materials applied.

Clause 12 – Delivery, performance and passing of risk

1. The company will observe the greatest possible care when taking receipt of and when executing orders of products and when evaluating applications for the provision of services.
2. The place of delivery is the address that the consumer has made known to the company.
3. The delivery times communicated by the company are indicative and are never to be regarded as fatal terms.
4. The company will execute accepted orders with due speed but at latest within 30 days unless a longer delivery term has been agreed. If the delivery is delayed, or if an order cannot be executed or can only be executed in part, the consumer will be notified thereof at latest 30 days after he has placed the order. In that case the consumer has the right to cancel the contract without costs.
5. In the case of cancellation in conformity with the preceding paragraph the company will repay the amount that the consumer has paid as soon as possible, but at latest within 30 days after cancellation.

6. The risk of damage to and/or loss of products lies with the company until the time of delivery, unless explicitly otherwise agreed. As soon as the products to be delivered have been delivered to the consumer the risk passes to the consumer.

Clause 13 - Payment

1. It is possible to purchase products online via the company's web shop. The consumer can make a choice as to the way in which he wishes to pay for the purchased products.
2. Payment of the products which the consumer has purchased from the company must be made in advance. Only after receipt of the payment will the company deliver the products to the consumer.
3. The payments will be made in a secure environment. The bank details of the consumer will never be stored. The consumer must realise that payment over the Internet is never 100% safe. Payments over the internet are at the consumer's own risk. The company explicitly rejects any liability in this respect.
4. The consumer has the duty to immediately report inaccuracies in furnished or specified payment details to the company.
5. The ownership of each product delivered by the company only passes when all claims which the company has on the consumer have been irrevocably paid by the consumer. The consumer is not permitted to pledge the delivered products before they have been fully paid for, nor use them as collateral. In addition, before the delivered products have been paid for in full, the consumer is not permitted to grant third parties any other right on the products.
6. In the case of cancellation of the payment the consumer will be in default without the need for a demand and he will owe the company the statutory interest over the amount in arrears. The interest runs as of the day when the default starts up to and including the day on which it ends. In the event the company is forced to hand over collection from the consumer to another party, the related costs, both judicial and extrajudicial, are fully at the consumer's expense.

Clause 14 - Privacy and confidentiality

1. By ordering the products via the web shop the consumer is furnishing personal data, i.e. information which can be traced back directly to the person such as name, address, e-mail address, telephone number, etc. The personal details will be included in the company's customer database, so that the consumer can be informed about interesting offers and otherwise. If the consumer does not wish such, he can inform the company thereof by sending an e-mail to info@sunnytent.com.
2. The company will at all times comply with the privacy rules relating to the safeguarding of personal data of consumers and will manage these data in compliance with the applicable legal standards.
3. The company will only save and use e-mail addresses which are specified directly to him or for which it is clear upon specification that they are being furnished to him. An e-mail address may only be used for marketing or service purposes if explicit consent has been granted therefore. This consent can be withdrawn at any time by sending an e-mail to info@sunnytent.com.
4. E-mail addresses will not be furnished to third parties unless the consumer has given explicit consent therefore.
5. Personal data of the consumer can be released if there is an obligation to do so on the basis of legal provisions, a judicial order or a government decision.
6. The parties are subject to a duty of confidentiality with regard to confidential information, unless a legal obligation mandates disclosure of that data. Confidential information encompasses all information which they have acquired from each other in the framework of their contract or from another source. The party who receives confidential information will only use it for the purpose for which it has been furnished.

Clause 15 – Complaints and complaints procedure

1. The company advises to inspect the delivered products immediately after receipt. Complaints about the performance of the contract must be lodged with the company within 7 days, described in full and clearly, after the consumer has noted the defects. A complaint must be presented by the consumer by e-mail (customerservice@sunnytent.com), setting out his customer and invoice number.
2. If the consumer has not lodged a complaint within the term stipulated in the preceding paragraph, the delivery will be deemed correct.
3. If the consumer has lodged a complaint in time and the delivery was not correct in the company's opinion, the company will replace the product or products by similar products or have them repaired. The costs which are accompanied by the repair or replacement are at the company's expense.
4. Complaints submitted to the company will be answered within a term of 14 days counted as of the date of receipt. If a complaint requires a foreseeably longer processing time, the company will answer within the term of 14 days with a notice of receipt and an indication when the consumer can expect a more detailed answer.

Clause 16 – Intellectual property

1. All intellectual property rights, and in particular the copyright and rights relating to the model, the mark, the logo, the trade names and the colour combination which lie with SunnyTent, its website, the products supplied by the company and (internet) software developed on instruction of the company belong exclusively to the company. The consumer will fully and unconditionally respect the aforementioned rights.
2. In addition to downloading and printing of the information offered via the website (www.sunnytent.com) for personal use, it is not permitted to take over, reproduce or in any other way distribute or disclose information, texts, logos, marks, trade names, illustrations, etc. without the company's prior written consent.

Clause 17 - Liability

The company's liability for any direct loss ensuing from or in connection with the agreement is limited to a maximum of the amount paid out by the insurance. If in any case the insurer does not make payment or the loss is not covered by the insurance, the company's liability is limited to the invoice amount, or to that part of the contract to which the liability relates. The company explicitly excludes indirect loss.

Clause 18 – Force majeure

1. Force majeure means, in addition to what it is understood to mean in the law and jurisprudence, all external causes which hinder the normal performance of an obligation, over which the company cannot exercise influence, regardless of whether that circumstance was foreseeable when making the contract. Such causes are, e.g., work strikes, lack of raw materials, unforeseeable stagnation on the part of company or other third parties on whom the company is dependent, measures of a public authority, etc.
2. In the event of force majeure the company is not bound to pay compensation for the loss arising as a result of the force majeure situation on the part of the consumer.

Clause 19 – Change in General Conditions

1. The company is entitled to change these General Conditions at any time.
2. Changes in these General Conditions are only effective after they have been published by the company in the appropriate manner.

Clause 20 - Validity, disputes and applicable law

1. If any provision from these General Conditions is void or declared invalid, such a declaration will not have any effect on the other provisions. The parties will in such case consult with each other and replace the void or invalid provisions with a valid provision which approximates the purport of the void or invalid provision as much as possible.
2. If the company does not always demand strict compliance with these conditions, this does not mean that the provisions thereof do not apply, or that the company would in any way lose the right to demand full compliance with these conditions in other cases.
3. The parties will try to resolve complaints, objections and disputes in good consultation.
4. If the parties cannot reach a solution acceptable to both parties, they are free to present the dispute to the competent court.
5. Every contract between the consumer and the company (to which these general conditions apply) is subject to Dutch law.