

General conditions
Challenge Family GmbH Webshop

TABLE OF CONTENTS

Article 1 – DEFINITIONS

In these terms and conditions the following terms are used:

1. **Additional agreement** : An agreement whereby the consumer acquires products, digital content and/or services in connection with a remote contract and these products, digital content and/or services are supplied by the business or by a third party on the basis of an agreement between that third party and the business;
2. **Business** : the natural or legal entity that offers products, (access to) digital contents and/or remote services to consumers;
3. **Cool-off period** : the period within which the consumer can make use of his right of withdrawal;
4. **Consumer** : the natural person that not acts for purposes on behalf of his trade, business, craft or profession;
5. **Day** : calendar day;
6. **Digital content** : data produced and delivered in digital form ;
7. **Duration agreement** : An agreement that is valid for the regular delivery of products, services and/or digital content for a certain period of time;
8. **Durable data carrier** : any tool - including e-mail - that enables the consumer or business to store information that is addressed to him personally in a way that future consultation or usage during a period that is tuned to the purpose for which the information is intended, and which allows unaltered reproduction of the stored information;
9. **Right of withdrawal** : the possibility by the consumer to (within the cool-off period) cancel the remote contract;
10. **Remote contract** : An agreement between the business and the consumer that is concluded in the context of an organized system for remote sales of products, digital content and/or services, whereby exclusive or partial use is made of one or more techniques for remote communication up to and including the conclusion of the agreement;
11. **Model form for withdrawal** :the European model withdrawal form as included in Appendix I of these conditions. Appendix I is not needed to be made available if the consumer has no right of withdrawal with regard to his order;
12. **Technique for remote communication** : means that can be used to close an agreement, without the need for consumer and business to come together simultaneously in the same room.

Article 2 – INDENTITY OF THE BUSINESS

Challenge Family GmbH

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E- mail address :	info@challenge-family.shop
Telephone number:	+31(0)36 – 369 05 60
Chamber of Commerce number:	76208559
VAT number:	NL860545957B01

Article 3 - APPLICABILITY

1. These general conditions are applicable on every offer by the business and on each concluded remote contract between business and consumer.
2. Before the remote contract is concluded, the text of these general terms and conditions are made available to the consumer. If this is reasonably not possible, the business shall indicate to the consumer before the remote contract is concluded how the general conditions can be seen and that they can be sent to the consumer on request, free of charge and as soon as possible.
3. If the remote contract is concluded electronically, contrary to the previous paragraph and before the remote contract is concluded, the text of these general terms and conditions can be made available to the consumer electronically in such a way that the consumer can easily store it on a durable data carrier. If this is not reasonably possible, before the remote contract is concluded, it will be indicated where the general terms and conditions can be obtained electronically and that they, on request by the consumer can be sent by electronic way or otherwise be sent free of charge.
4. In the event that, in addition to these general terms and conditions, specific product or service terms and conditions are applicable, the second and third members are similarly applicable and the consumer can in case of contradictory conditions apply the provision that is most favorable to him.

Article 4 – THE OFFER

1. If an offer has a limited validity period or happens under certain conditions, this is explicitly stated in the offer.
2. The offer contains a complete and accurate description of the products, digital content and/or services offered. The description is sufficiently detailed to allow for a good review by the consumer. If the business uses images, these are a true representation of the products, services and / or digital content offered. Obvious mistakes or errors in the offer do not bind the business.
3. Each offer contains such information, that for the consumer clearly states what the rights and obligations are attached to the acceptance of the offer.

Article 5 – THE AGREEMENT

1. The agreement, under the circumstances as stated in member 4, is accepted by the consumer on the moment of acceptance of the offer and compliance with the associated conditions.
2. If the consumer has accepted the offer by electronic way, the business confirms without delay by electronic means of receipt the acceptance of the offer. As long as the receipt of this acceptance has not been confirmed by the business, the consumer can dissolve the agreement.
3. If the agreement is made electronically, the business takes appropriate technical and organizational measures to secure the electronic transfer of data and cares for a safe web environment. If the consumer can pay electronic, the business shall observe appropriate safety measures.
4. Within legal frameworks, the business 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 entry into a remote agreement. If the business, based on this investigation has good grounds for not entering into the agreement, he is justified to refuse an order or apply special conditions.
5. The business will, at the latest upon delivery of the product, service or digital content to the consumer, deliver the following information, written or in such manner that this can be stored in an accessible manner on a durable data carrier by the customer:

- a. the visiting address of the branch of the business where the consumer can file complaints;
 - b. the conditions under which and the manner by which the consumer can make use of the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
 - c. the information about warranties and existing after-sales service;
 - d. the price including all taxes of the product, service or digital content; where applicable the delivery costs; and the manner of payment, delivery or execution of the remote agreement;
 - e. the requirements for cancellation of the agreement if the agreement has a duration of more than one year or has an indefinite duration;
 - f. if the consumer has a right of withdrawal, its model withdrawal form.
6. In case of a longterm transaction the determination in the previous member is only applicable for the first delivery.

Article 6 - RIGHT OF WITHDRAWAL

For products:

1. The consumer can terminate an agreement of the purchase of a product during a cooling-off period of at least 14 days without giving reasons. The business may ask the consumer about the reason for withdrawal, but the customer is not obliged to state his reason(s).
2. The in member 1 mentioned cooling-off period starts on the day that the consumer, or a prior by the consumer designated third party, who is not the delivery agent, has received the product, or:
 - a. if the consumer has ordered in the same order multiple products: the day on which the consumer, or a third party designated by him, has received the last product. The business may, provided that he clearly informs the consumer prior to the ordering process, refuse an order with multiple products with different delivery times.
 - b. 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 the last part;
 - c. with agreements for regular delivery of products during a certain period: the day on which the consumer, or a third party designated by him, has received the first product.

For services and digital content that have not been delivered on a physical carrier:

3. The consumer can terminate a service agreement and an agreement for the delivery of digital content that is not supplied on a physical carrier for a minimum period of 14 days without specifying reasons. The business may ask the consumer about the reason of termination, but the customer is not obliged to state his reason(s).
4. The period referred to in paragraph 3 starts on the day following the day of conclusion of the agreement.

Extended cooling-off time for products, services and digital contents that is not delivered on a physical carrier when not informed about the right of withdrawal:

5. If the business has not provided the consumer the legal mandatory information about the right of withdrawal or the model withdrawal form, the cooling-off will expire twelve months after the end of the original cooling-off period determined in accordance with the previous paragraphs of this article.
6. If the business has provided the consumer with the information referred to in the previous paragraph within twelve months after the starting date of the original cooling-off period, the cooling-off period expires 14 days after the day on which the consumer received that information.

Article 7 – OBLIGATIONS OF THE CONSUMER DURING THE COOLING OFF PERIOD

1. During the cooling-off period, the consumer will handle the product and the packaging with care. He will only unpack the product or use in the extent that is necessary to determine the nature, the characteristics and the operation of the product. The starting point here is that the consumer may only handle and inspect the product as he would be allowed to do in a shop.
2. The consumer is only responsible for depreciation of the product that is a consequence of handling the product in a way that goes beyond what is permitted in paragraph 1.
3. The consumer is not responsible for depreciation of the product if the business has not provided him with all legally required information about the right of withdrawal before or at the conclusion of the agreement.

Article 8 – EXERCISE OF THE RIGHT OF WITHDRAWAL BY THE CONSUMER AND RELATED COSTS

1. If the consumer makes use of his right of withdrawal, he reports this within the cooling-off period by means of the model withdrawal form or in another unambiguous manner to the business.
2. As soon as possible, but within 14 days from the day following the report referred to in paragraph 1, the consumer shall return the product or hand it over to (an authorized representative of) the business. This is not needed if the business has offered to retrieve the product itself. The consumer has to consider the return delivery period in case he returns the product before the cooling-off period has expired.
3. The consumer sends the product back with all delivered belongings, if reasonably possibly in the original condition and packaging, and in accordance with the reasonable and clear instructions as provided by the business.
4. The risk and the burden of proof for the right and timely exercise of the right of withdrawal lies with the consumer.
5. The consumer bears the direct costs of returning the product. If the business has not reported that the consumer must bear these costs or if the business indicates to bear the costs themselves, the consumer does not need to bear the costs for return.
6. The consumer bears no cost for the full or partial delivery on digital content supplied on a physical carrier, if:
 - a. He, prior to the delivery, has not explicitly agreed with starting compliance of the agreement before the end of the cooling-off period;
 - b. He has not recognized losing his right of withdrawal when granting his consent; or
 - c. the business has omitted this consumer statement to confirm.
7. If the consumer makes use of the right of withdrawal, all supplementary agreements are dissolved by operation of law.

Article 9 – OBLIGATION OF THE BUSINESS IN THE EVENT OF WITHDRAWAL

1. If the business enables the report of a withdrawal by the consumer on an electronic manner, he will immediately send an acknowledgment of receipt after receiving this report.
2. The business reimburses all payments made by the consumer, including any delivery costs the business invoiced for the returned product, without delay but within 14 days following the day on which the consumer reports him of the withdrawal. Unless the business offers to collect the product himself, he may wait with paying back until he has received the product or until the consumer demonstrates that he has returned the product, whichever is the first.
3. The business used for refund the same means of payment that the consumer has used, unless the consumer agrees to another method. The refund is free of charge for the consumer.
4. If the consumer has chosen for a more expensive method by delivery than the cheapest standard delivery, the business does not have to reimburse the additional costs for the more expensive method.

Article 10 - RIGHT OF WITHDRAWAL EXCLUSION

The business can exempt the following products and services from the right of withdrawal, but only if the business has clearly stated this in the offer, at least in good time before concluding the agreement:

1. Products or services of which the price is bound by fluctuations on the financial market on which the business has no influence and which may occur within the withdrawal period;
2. Agreements concluded during a public auction. A public auction means a sales method in which products, digital content and/or services are sold by the business where the consumer is personally present or gets the opportunity to be personally present at the auction, supervised by an auctioneer, and whereby the successful bidder is obliged to purchase the products, digital content and/or services;
3. Service agreements, after full execution of the service, but only if:
 - a. the execution started with express prior consent of the consumer; and
 - b. the consumer has declared that he loses his right of withdrawal as soon the business has performed the agreement in full;
4. Package tours as referred to in Section 7:500 of the Dutch Burgerlijk Wetboek and contracts of passenger transport;
5. Service Agreements for offering accommodation, if in the agreement is foreseen for a specific date or period of execution and for other than residential purposes, goods transport, car rental services and catering;
6. Agreements related to leisure activity, if in the agreement a certain date or period of execution thereof is provided;
7. Products manufactured according to consumer specifications, which are not prefabricated and which are manufactured by an individual choice or decision by the consumer, or that are clearly intended for a specific person;
8. Products that spoil quickly or have a limited shelf life;
9. Sealed products that for reasons of health protection or hygiene are not suitable to be returned and of which the seal has been broken after delivery;
10. Products which after delivery are irrevocably mixed with other products;
11. Alcoholic beverages of which the price was agreed upon when the contract was concluded, but of which the delivery only can take place after 30 days, and of which the actual value depends on market fluctuations over which the business has no influence;
12. Sealed audio, video and computer software, of which the seal after delivery is broken;
13. Newspapers or magazines, with the exception of subscriptions to this;
14. The delivery of digital contents otherwise than on a physical carrier, but only if:
 - a. the execution started with express prior consent of the consumer; and
 - b. the consumer has stated that he hereby loses his right of withdrawal.

Article 11 – THE PRICE

1. During the period of validity stated in the offer, the prices of the products and/or services offered are not raised, with the exception of changes in VAT rates.
2. Contrary to the previous paragraph, the business can offer products or services whose prices are bound are by fluctuations on the financial market and where the business has no influence on, with variable prices. This dependence on fluctuations and the fact that any stated prices are target prices are stated in the offer.
3. Price increases within 3 months after the creation of the agreement are only permitted if they are the result of statutory regulations or provisions.
4. Price increases from 3 months after the creation of the agreement are only permitted if the business has stipulated this and:
 - a. these are the result of legal regulations or provisions; or
 - b. the consumer has the possibility to conclude the agreement on the day on which the price increase takes effect.
5. The prices mentioned in the offer of products or services are including VAT.

Article 12 – COMPLETING AGREEMENT AND EXTRA WARRANTY

1. The business guarantees that the products and/or services comply with the agreement, the specifications as stated in the offer, the reasonably demandable soundness and/or usability and the legal provisions and/or government regulations existing on the date of the conclusion of the

agreement. If agreed, the business also guarantees that the product is suitable for other than normal use.

2. An additional guarantee provided by the business, his supplier, manufacturer or importer never limits the legal rights and claims that the consumer has under the agreement against the business if the business failed to fulfill its part of the agreement.
3. An additional guarantee means every obligation of the business, his supplier, importer or producer in which the consumer has certain rights or claims that go beyond what it is legally obliged to do in the event that it has failed to fulfill its part of the agreement.

Article 13 – DELIVERY AND FULFILLMENT

1. The business shall exhibit the largest possible carefulness to receive and fulfill orders for products and in the assessment of applications for the provisioning of services.
2. The place of delivery is the address that the consumer let known to the business.
3. Observing which is mentioned in article 4 of these general conditions, the business will fulfill accepted orders expeditiously but at the latest within 30 days, unless a different delivery period has been agreed. If the delivery is delayed, or if an order cannot or only partially be fulfilled, the consumer will be notified of this no later than 30 days after he has placed the order. The consumer has in that case the right to terminate the agreement without cost and has rights to compensation.
4. After termination in compliance with the previous member the business shall refund the amount that the consumer paid without delay.
5. The risk of damage and/or loss of products rests with the business until the moment of delivery to the consumer or to a prior designated and to the business announced representative, unless expressly agreed otherwise.

Article 14 – LONGTERM TRANSACTIONS: DURATION, TERMINATION AND RENEWAL

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 or services while observing 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 that extends to a regular delivery of products or services, at any time at the end of the determined period while observing the agreed cancellation rules and a notice period of no more than one month.
3. The consumer may, in reference to the agreements mentioned in the previous paragraphs :
 - a. Cancel at any time and not be limited until cancellation on a certain time of day or in a certain period;
 - b. Cancel at least in the same way as they have been entered into by him;
 - c. Cancel always with the same notice period as the business has stipulated for himself.

Extension:

4. An agreement that is contracted for a definite time and that stretches to the regular delivery of products or services, may not be silently extended or renewed for a definite term.
5. In deviation from the previous member it is allowed for an agreement that is contracted for a certain time and which extends to the regular delivery of daily, news and weekly newspapers and magazines to be silently renewed for a fixed period of up to three months, if the consumer has the option to terminate this extended agreement before the end of the extension, with a notice period of at most one month.
6. An agreement that is contracted for a definite time and that stretches to the regular delivery of products or services, may only be silently extended for an indefinite period if the consumer may cancel at any time with a notice period of no more than one month. The notice period is 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 silently continued and ends automatically after the end of the trial- or introductory period.

Duration:

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

Article 15 - PAYMENT

1. For as far not otherwise determined in the agreement or additional conditions, the amounts owed by the consumer must be paid within 14 days after the start of the cooling-off period, or in the absence of a cooling-off period within 14 days after the conclusion of the agreement. In the case of an agreement to provide a service, this period commences on the day after the consumer has received confirmation of the agreement.
2. With the sale of products to consumers the consumer is never obliged in general terms and conditions to pay more than 50% in advance. When advance payment has been stipulated, the consumer cannot assert any rights regarding the execution of the relevant order or service(s) before the stipulated advance payment has been made.
3. The consumer has the duty to immediately report inaccuracies in provided or stated payment details to the business.
4. If the consumer does not meet its payment obligation(s) in a timely manner, once he has been pointed to the late payment by the business and the business has granted the consumer a term of 14 days to still meet his payment obligations, after the failure to pay within this 14-day period, the business will be entitled to charge the statutory interest on the amount still due and the business will be entitled to charge the extrajudicial collection costs incurred by him. These collection costs amount to a maximum of: 15% on outstanding amounts up to € 2,500; 10% on the next € 2,500.= and 5% on the next € 5,000.= with a minimum of € 40.=. The business can deviate from the stated amounts and percentages in favor of the consumer.

Article 16 – COMPLAINTS PROCEDURE

1. The business features a publicly known complaints procedure and treats the complaint in accordance with this complaints procedure.
2. Complaints about the fulfillment of the agreement must be made within a reasonable time after the consumer has detected the defects, and are submitted complete and clearly described to the business.
3. Complaints submitted to the business will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the customer should receive a confirmation of receipt of the complaint and an indication when the consumer can expect a more detailed answer.
4. The consumer gives the business at least 4 week to have the complaint be resolved by mutual agreement. After this period, a dispute arises that is subject to the dispute settlement procedure.

Article 17 – DISPUTES

On agreements between the business and the consumer on which these general terms and conditions apply, only Dutch law is applicable.

Appendix I: Model form for withdrawal

Model form for withdrawal

(only fill this form and return when you want to withdraw the agreement)

- To: [business name]
[geographical address business]
[fax number business, if available]
[email address or electronic address of business]

- I/We* inform you with this letter, that I/we* withdraw our agreement concerning the sale of the following products: [description of product]*
the delivery of the following digital contents: [designation digital contents]*
the provision of the following service: [designation of service]*,

- Ordered on*/received on* [date order for services or reception of products]

- [Name of consumer(s)]

- [Address consumer(s)]

- [Signature consumer(s)] (only when this form is submitted on paper)

- [Date]

* Strike out what does not apply or fill in what applies .