

# **General terms and conditions for sale and delivery Dekker Olifanta B.V.**

## **Article 1 - Identity Parties**

The following terms and conditions, here known as General Terms, are applicable to the:

**Vendor:** Dekker Olifanta B.V. Registered in Leiden, the Netherlands, being the user of these terms and conditions;

Address: *Veerpolder 7, 2361 KX, Warmond, The Netherlands*

E-mail address: [customerservice@protest.eu](mailto:customerservice@protest.eu)

Telephone Number: *0031 (0)71-3050210*

CoC number: *28 05 53 71*

VAT number: *NL8242.98.457.B.02*

**Buyer:** The counterparty of Vendor with an agreement as referred to in Article 3 of these Terms;

## **Article 2 - Applicability and validity general terms & conditions**

2.1 The General Terms and Conditions are applicable to every offer of the Vendor, every order by the Buyer, and any agreement entered into between Vendor and Buyer.

2.2 Prior to any determined open agreement, the text of these General Terms are provided to the Buyer in a fashion so that the Buyer can conveniently store the information on a reliable data carrier.

2.3. Buyer is obligated to accept the General Terms to conclude the agreement, failing which no agreement is reached.

## **Article 3 - Offers, orders and agreements**

### Offers:

3.1 All offers from Vendor are non-binding and can be revoked.

3.2 Offers are valid as long as the supply last and the offer is still present on the website. After surpassing the expiration the offer is no longer legally valid and the Buyer cannot make use of the offer.

3.3 The website contains a complete and as accurate as possible description of the products on offer. If and insofar the Vendor makes use of the images, these will be as representative as possible of the products in question. Uncertainties or apparent errors and/or errors in the descriptions and/or images and/or prices shown, do not bind Vendor and may not be enforced as such.

### Orders:

3.4 Buyer can place an order as described in the FAQ page on the Protest online shop under the header “How do I place an order?”.

3.5 Vendor may, within the legal framework, inform whether Buyer is able to meet his or her payment obligations, as well as all the facts and factors that are relevant to reach a responsible agreement. If Vendor, based on the information on whether or not Vendor is able to meet their payment obligation, has reasonable grounds to not enter into an agreement, they are entitled to refuse an order or request or impose special conditions.

3.6 Vendor will not accept any orders:

- when Vendor cannot determine the Buyer’s address;
- when Vendor has ground to doubt the Buyer’s (financial) merit.

3.7 If and when the Vendor does not accept an order or the Vendor requests to attach special terms to the Agreement, Vendor shall notify Buyer within 7 working days after the receipt of the order request. In that case, the Vendor is not liable for any damages for any reason whatsoever.

### Agreement:

3.8 The agreement will be concluded, subject to the provisions of article 3.6, when Buyer places an order with Vendor on the basis of the offer of Vendor and Buyer in that they meet the conditions attached thereto.

3.9 Vendor will confirm the order by electronic means. As long as the receipt of the order is not confirmed, Buyer may terminate the agreement.

3.10 Vendor shall provide the Buyer, at the time of delivery of the Products, the following information, in writing or in such a way that it may be stored by Buyer in an accessible manner on a reliable data carrier:

- a) the visiting address of Vendor’s location for which the Buyer can reach Vendor for complaints;
- b) the conditions under, and the manner in, which Buyer may exercise the right of withdrawal or a clear notification of the exclusion of the right of withdrawal;
- c) warranty information and existing post-purchase service;
- d) the price, including all taxes on the products, and when applicable, the cost of delivery as well as the manner of payment, delivery or performance of the remote agreement;
- e) if Buyer has a right of withdrawal, the withdrawal form.

## Article 4 - Prices, Shipping and Payment

4.1 The prices quoted for products offered in the online Protest Shop are in Euro, British Pound, Hungarian Forint, Polish Zloty, Czech Crown or Swedish Crown, and inclusive of VAT and excluding shipping costs, unless otherwise stated or agreed upon in writing.

4.2 Orders are free of shipping costs in The Netherlands, Belgium, Germany, Austria, France\*\* and Great-Britain\*\*.

\* If you wish to send your delivery to the Wadden Islands, shipping fees are € 7.50.

\*\* If you wish to send your delivery to an island belonging to France or Great Britain, shipping fees are € 27.50.

Orders to Finland, Hungary, Ireland, Italy, Luxembourg, Poland, Portugal, the Czech Republic, Slovenia and Sweden are not free of shipping costs, unless a certain amount is reached. The following charges apply by country.

- Finland: € 7.99, free shipping on orders € 100;
- Hungary: 1,542 Ft, free shipping at orders from 30,870 Ft;
- Ireland: € 4.99, free shipping on order from € 100;
- Italy: € 4.99, free shipping on order from € 100;
- Luxembourg: € 4.99, free shipping on orders from € 50;
- Poland: 21 zł, free shipping on orders from 315 zł;
- Portugal: € 4.99, free shipping on orders from € 100;
- Czech Republic: Kč 133, free shipping on orders from Kč 1,986;
- Slovenia: € 4.99, free shipping on orders from € 75;
- Sweden: 59 SEK, free shipping on orders from 975 SEK.

\* If you wish to send your delivery to and island belonging to Portugal of Italy, shipping fees are € 27.50.

4.3 Buyer can pay for the ordered products through different payment options. This differs by country.

- The Netherlands: iDeal, MasterCard, Visa, AfterPay, Paypal;
- Belgium: Bancontact / Mister Cash, MasterCard, Visa, Sofort;
- Germany/Austria: Klarna, Sofort, MasterCard, Visa, Paypal;
- France: MasterCard, Visa, Paypal;
- Great Britain: MasterCard, Visa, Paypal;
- for Finland, Hungary, Ireland, Italy, Luxembourg, Poland, Portugal, the Czech Republic, Slovenia and Sweden, Buyer can pay with Mastercard and Visa.

4.4 Vendor is entitled to apply changes to the variances in government fees to the online prices stated. Vendor is not bound to the online prices if they contain any form of error. In case there is a price adjustment in accordance to above grounds, Buyer is entitled to dissolve the agreement free of charge.

4.5 When paying with a credit card, Vendor reserves the right to verify that the credit card is valid, whether there is sufficient credit for the purchase amount to be charged, and whether Buyer's address is correct. Vendor reserves the right to refuse payment by credit card.

Payment terms AfterPay B.V.:

4.6 These conditions are specific to the payment method offered in a partnership with Vendor and AfterPay B.V.

Afterpay B.V offers with AfterPay® webshops and their customers a complete and trust post-pay solution. With Afterpay®, you can easily pay after the delivery of ordered using an “Accept Giro”. Through this service you can place orders from € 10 to € 650. After the receipt of your order is sent, you can pay within 14 days with an Accept Giro. You can only use this payment option if:

- you place an order as a private individual;
- the invoice and delivery address is in the Netherlands (note: not just a post office box);
- your request to pay via AfterPay® online is authorized by AfterPay B.V.

If you choose for a post payment through Accept Giro, the Vendor will transfer the rights, in respects to your purchase, to AfterPay B.V. AfterPay B.V. reserves the right to refuse your request for payment through AfterPay® or to lower the request amount. You will immediately see online if your request is approved or not. Occasionally, orders will be rejected afterwards, which may be announced by email to no later than the day after your order. If you wish, you will receive a written message stating the reasons why AfterPay B.V. Your request has declined. You can also contact AfterPay B.V. after one business day. Customer Service: 020-7230270.

The payment terms of AfterPay B.V. Apply to payments with the AfterPay® payment service. AfterPay B.V. carries out its own privacy policy as contained in its privacy statement. If AfterPay B.V. denies your payment request, there are other payment options on offer by Vendor. Questions? [www.afterpay.nl](http://www.afterpay.nl).

If you make use of AfterPay®, you can pay after receiving the ordered products. For this purpose, AfterPay B.V. conducts a credit rating check. AfterPay B.V verifies that you have satisfied other financial obligations using the information systems of its partners. For that reason, relevant information provided by you is included in the relationship files of AfterPay B.V. This concerns only the data necessary for the financial settlements of orders placed and agreements entered into. All relevant information collected during the financial settlement of your purchase by AfterPay B.V. is to limit further financial risks to AfterPay B.V. and its clients. AfterPay B.V. respects your privacy and ensures that your personal information is treated confidentially. We therefore refer to their privacy statement.

4.7 If Buyer default in their payment for one or order(s) already delivered to Buyer, Vendor has the right to refuse new orders or to attach terms to the order.

4.8 Vendor is entitled to charge the actual payment costs to Buyer.

4.9 If Buyer fails to fulfill his/her payment obligation(s) in full and/or in time, they will be given a written notice informing them of their default and will have 14 days to comply with their payment obligations. Vendor is then entitled to charge the extrajudicial collection costs incurred by Buyer. This collection fee amounts to a maximum of 15% on outstanding amounts up to € 2,500; 10% for the next € 2,500 and 5% for the next € 5,000, with a minimum of € 40.

4.10 Unless mentioned differently, all prices quoted are exclusive of taxes and/or duties/levies which will be applied by any government with respect to the products (to be) sold either before or at the time of delivery or export.

## **Article 5 - Delivery and Risk**

5.1 Vendor shall take due care with the receipt of orders and the shipping of ordered products.

5.2 Vendor shall ship accepted orders forthwith and in the order in which orders are received.

5.3 In general, delivery shall take place within 4 working days after receipt of the order, and no later than 30 days after receipt of the order.

5.4 In the event of delayed delivery, or where an accepted order cannot or only in part be delivered, Buyer shall receive notification of this fact within 30 days after placing the order. In that event, Buyer may cancel the agreement without cost. In the event of cancellation, Vendor shall, if Buyer has already paid the ordered products, repay the received amount forthwith, and no later than 14 calendar days after cancellation.

5.5 The risk of damage and/or loss of products is for the account of Vendor until the moment of delivery to Buyer, unless expressly agreed otherwise.

5.6 Purchased products will be delivered to the address as stipulated by Buyer in the order. In the event that Buyer is not present at the time of delivery, Vendor may deliver the product to neighbors.

5.7 Buyer is obligated to accept delivery of the goods at the agreed location(s) at the moment that Vendor delivers them, or has them delivered, to him/ her or at the time that these are made available to him/ her in concurrence with the agreement. When Buyer fails to meet these obligations, the costs incurred are for his account, including the shipping costs.

## **Article 6- Force Majeur**

6.1 Without prejudice to his legal rights, Vendor has the right in the event of force majeure, by his own choice, to delay the execution of the order or cancel the agreement in writing, foregoing legal proceedings and without Vendor being required to reimburse any damages unless the principles of natural justice demand otherwise under the circumstances. Force majeure includes, but is not limited to, employee strikes, employee illness, non-availability of transportation and import/ export bans, regardless of whether these circumstances arise with Vendor or the suppliers of Vendor.

## **Article 7 - Right of withdrawal upon delivery of products**

7.1 Buyer has the right to cancel the agreement without motivation during a time period of 14 days, starting from the day of receipt of the product(s). It is desirable that Buyer uses the enclosed return form or the withdrawal form on the website.

7.2 During this time period (in article 7.1) Buyer will take due care with the product(s) and packaging and will only unpack these to the extent as is necessary to judge whether or not he/she wishes to keep the product(s).

7.3 If Buyer wishes to use his/ her right of withdrawal, Buyer must return the product(s) within the time frame defined in article 7.1 by using the included return form of the online withdrawal form, to the following address:

*Protest - Dekker Olifanta  
Attn. Return department  
Veerpolder 7  
2361 KX Warmond  
The Netherlands*

7.4 Returned products must be in a state corresponding with normal use for the purpose of fitting similar to that which is customary in stores and must have the original labels, including the belongings, accessories and the original packaging as far as possible. When the quality of a product has deteriorated and/or the original labels have been removed, Vendor retains the right to charge value decrease or the full purchase price for the product.

7.5 The right to cancel does not exist for the following contracts:

- Contracts for the supply of goods that are made to the consumer's specifications or are clearly personalised.
- Contracts for the supply of goods which are liable to deteriorate or expire rapidly.
- Contracts for the supply of sealed goods which are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery.
- Contracts for the supply of goods which are, after delivery, according to their nature, inseparably mixed with other items.
- Contracts for the supply of sealed audio or sealed video recordings or sealed computer software which were unsealed after delivery.
- Contracts for the supply of alcoholic beverages, the price of which has been agreed at the time of the conclusion of the sales contract, the delivery of which can only take place after 30 days and the actual value of which is dependent on fluctuations in the market which cannot be controlled by the trader.
- Contracts for the supply of sealed audio or sealed video recordings or sealed computer software which were unsealed after delivery.

Contracts for the supply of a newspaper, periodical or magazine with the exception of subscription contracts for the supply of such publications.

## **Article 8 - Cost of withdrawal**

8.1 If Buyer uses his right of withdrawal, the return shipping costs are always for his/her account. For an overview of the return shipping costs Buyer are referred to a package center.

The following return costs apply for each country:

- Finland: € 9.90;
- Hungary: 1,545 Ft;
- Ireland: € 8.50;
- Italy: € 6;
- Luxembourg: € 3.99;
- Poland: 22 zł;
- Portugal: € 8.50;
- Czech Republic: Kč 105;
- Slovenia: € 3.99;
- Sweden: 78 SEK.

8.2 If Buyer already paid the returned products, Vendor shall repay the received amount, no later than 14 days after the return.

8.3 If Buyer returns all products, the shipping costs that have already been charged will no longer be owed. In the event that only a part of the shipment is returned, shipping costs are owed in full. If Buyer chooses a more expensive shipment than the cheapest standard method of delivery, Vendor is not obligated to repay the extra costs of the more expensive shipment.

## **Article 9 – Complaints**

9.1 All shipments are insured by Vendor. In the event that Buyer determines that the package containing the ordered products has been damaged prior to opening, Buyer must notify Vendor immediately. If Buyer has already opened the package before the damage is determined, Buyer must state this on the included return form.

9.2 Upon delivery, Buyer is obligated to examine whether the products meet the agreement. If this is not the case, Buyer must notify Vendor of this fact forthwith, in writing, including a motivation, no later than 14 (fourteen) working days after delivery of the product to Buyer, or when determination of that fact is reasonably possible.

9.3 Minor trade-related, acceptable or technically unpreventable deviations in quality, color, size, weight, finish, pattern, etc. are not grounds for complaints or is mentioned differently in article 7.

9.4 If the products are demonstrated not to correspond to the agreement, Vendor is authorised to either replace those products after their return or to reimburse Buyer for the invoice amount.

## **Article 10 - Guarantee and Liability**

10.1 Vendor ensures the products comply with the agreement, be in a state of corresponding with normal use and the products comply with existing statutory provisions and/or government regulations on the date the agreement is concluded.

10.2 Information concerning the quality, composition, applications, characteristics and treatment of delivered goods provided by Vendor or on behalf of Vendor only constitute a guarantee when it is confirmed by Vendor in the form of an express and written guarantee.

10.3 If Buyer repairs or alters the product, or lets third parties execute repairs or alterations to the product during the guarantee period without the prior consent of Vendor, the guarantee obligation immediately becomes null and void.

10.4 Liability of Vendor towards Buyer with respect to late delivery and or malperformance is restricted to the invoice amount of that shipment.

## **Article 11 - Deviating Stipulations**

11.1 Adaptations of and amendments to effective agreements are valid only when these are expressly agreed upon in writing, by both Vendor and Buyer.

## **Article 12 - Litigation and Jurisdiction**

12.1 Any litigation concerning an agreement or execution of an agreement between Buyer and Vendor that cannot be settled among parties themselves may be put before the judge of the municipal court of the place of residence of Buyer or the judge of the municipal of the place of business of Vendor.

12.2 All agreements and subsequent litigation between Buyer and Vendor are governed by Dutch law, unless due to compulsory legal rules another law applies.