

General Terms and Conditions Home Shopping.org

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Article 1 - Definitions

In these conditions, the following definitions apply:

1. Supplementary 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 agreement between that third party and the trader;
2. Withdrawal period: the period within which the consumer can exercise his right of withdrawal;
3. Consumer: the natural person who is not acting for purposes related to his commercial , business, craft or professional activity;
4. Day: calendar day;
5. Digital content: data produced and delivered in digital form;
6. Continuing performance contract: a contract which entails the regular supply of goods, services and/or digital content for a specific period of time;
7. 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;
8. Right of withdrawal: the consumer's option to withdraw from the distance contract within the cooling-off period;
9. Trader: the natural or legal person who is a member of Thuiswinkel.org and offers products, (access to) digital content and/or services to consumers from a distance;
10. Distance contract: a contract concluded between the trader and the consumer within the framework of an organised system for the distance sale of products, digital content and/or services, whereby, up to and including the conclusion of the contract, sole or joint use is made of one or more techniques for distance communication;
11. Model withdrawal form: the European model withdrawal form included in Annex I to these terms and conditions; Annex I does not need to be made available if the consumer does not have a right of withdrawal in respect of his order;
12. 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

Entrepreneur name: MMS Online Nederland B.V Acting

under the name(s):

MediaMarkt

Branch address:

Wilhelminakade 161, 3072 AP Rotterdam

Telephone number: +31108082207

Reachability:

From:

Monday

Until:

Friday

From:

08:00

Until:

20:00

From:

Saturday

Until:

Saturday

From:

09:00

Until:

20:00

From:

Sunday

Until:

Sunday

From:

10:00

Until:

19:00

Chamber of Commerce number: 24471203

VAT number: NL821222296B01

Article 3 - Applicability

1. These general terms and conditions apply to every offer made by the entrepreneur and to every distance contract concluded between the entrepreneur and the consumer.
2. Before the distance contract is concluded, the text of these general terms and conditions will be made available to the consumer. If this is not reasonably possible, the entrepreneur shall, before the remote agreement is concluded, indicate in what way the general terms and conditions can be inspected at the entrepreneur's premises and that they will be sent free of charge to the consumer as soon as possible upon request.
3. If the distance contract is concluded electronically, contrary to the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions can 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 they will be sent electronically or otherwise free of charge at the consumer's request.
4. In the event that specific product or service conditions apply in addition to these general conditions, the second and third paragraphs shall apply mutatis mutandis and, in the event of conflicting conditions, the consumer may always invoke the applicable provision that is most favourable to him.

Article 4 - The offer

1. If an offer has a limited period of validity or is made subject to conditions, this shall be 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 enable a proper assessment of the offer by the consumer. If the entrepreneur uses images, these are a truthful representation of the offered products, services and/or digital content. Obvious mistakes or obvious errors in the offer do not bind the entrepreneur.

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

Article 5 - The agreement

1. Subject to the provisions of paragraph 4, the contract is concluded at the moment the consumer accepts the offer and fulfils the accompanying conditions.

2. If the consumer has accepted the offer electronically, the entrepreneur shall 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.

3. If the agreement is concluded electronically, the entrepreneur shall take appropriate technical and organisational measures to protect the electronic transfer of data and shall ensure a secure web environment. If the consumer can pay electronically, the entrepreneur will observe appropriate security measures.

4. The entrepreneur can - within legal frameworks - inform himself whether the consumer can meet his payment obligations, as well as of all those facts and factors that are important for a responsible conclusion of the remote agreement. 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 request or to attach special conditions to the implementation, while stating reasons.

5. The entrepreneur will, at the latest on delivery of the product, service or digital content, send the consumer the following information, in writing or in such a way that it can be stored by the consumer in an accessible way on a durable data carrier:

- a. the visiting address of the trader's establishment where the consumer can go with complaints;
- b. the conditions on which and the way in which the Consumer may exercise the right of withdrawal, or, as the case may be, clear information about being exempted from the right of withdrawal;
- c. the information on guarantees and existing after-sales services;

d. the price including all taxes of the product, service or digital content; where applicable, the costs of delivery; and the method of payment, delivery or performance of the distance contract;

e. the requirements for terminating the agreement if the agreement 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.

Article 6 - Right of withdrawal With products:

1. The consumer may dissolve a contract relating to the purchase of a product during a 30-day reflection period without giving reasons. The trader may ask the consumer about the reason for withdrawal, but may not oblige the consumer to give his reason(s).

2. The withdrawal period referred to in paragraph 1 starts 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:

a. if the consumer has ordered several products in one order: the day on which the consumer, or a third party indicated 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 for several 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 indicated by him, has received the last shipment or part;

c. in case of contracts 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.

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

3. A consumer may terminate a service contract and a contract for the supply of digital content not supplied on a tangible medium for 30 days without giving any reason. The trader may ask the consumer about the reason for withdrawal, but may not oblige the consumer to give his reason(s).

4. The cooling-off period referred to in paragraph 3 starts on the day following the conclusion of the contract.

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:

5. If the entrepreneur has not provided the consumer with the legally required information about the right of withdrawal or the model withdrawal form, the cooling-off period expires 12 months after the end of the original cooling-off period determined in accordance with the previous paragraphs of this article.

6. If the trader has provided the consumer with the information referred to in the previous paragraph within 12 months after the effective date of the original cooling-off period, the cooling-off period 30 days after the day the consumer received that information.

Article 7 - Obligations of the consumer during the reflection period

1. During the reflection period, the consumer will handle the product and its packaging with care. He will only unpack or use the product to the extent necessary to establish the nature, characteristics and functioning 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 shop.
2. The consumer shall only be liable for depreciation of the product resulting from a way of handling the product that goes beyond what is permitted in paragraph 1.
3. The consumer is not liable for depreciation of the product if the trader did not provide him with all legally required information on the right of withdrawal before or at the time of concluding the contract.

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

1. 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.
2. 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 over to (an authorised representative of) the entrepreneur. This is not necessary 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.
3. 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.
4. The risk and burden of proof for the correct 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 trader has not notified the consumer that the consumer has to bear these costs or if the trader indicates that the consumer has to bear the costs himself, the consumer does not have to bear the return costs.
6. If the consumer withdraws 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 starts during the withdrawal period, the consumer owes the entrepreneur an amount proportionate to that part of the commitment fulfilled by the entrepreneur at the time of withdrawal, compared to the full fulfilment of the commitment.

7. 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 for the supply of district heating, if:

a. the trader 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;

b. 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.

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

a. 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;

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

c. the trader has failed to confirm this declaration by the consumer.

9. If the consumer exercises his right of withdrawal, all additional contracts shall be dissolved by operation of law.

Article 9 - Obligations of the entrepreneur in case of withdrawal

1. If the trader enables the consumer to report his withdrawal electronically, he shall send an acknowledgement of receipt of this report without delay.

2. The operator reimburses all payments made by the consumer, including any delivery costs charged by the operator for the returned product, immediately 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.

3. The entrepreneur shall use the same means of payment used by the consumer for repayment, unless the consumer agrees to another method. The refund is free of charge for the consumer.

4. 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 the 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:

1. Products or services whose price is subject to fluctuations in the financial market over which the trader has no control and which may occur within the withdrawal period
2. Contracts concluded during a public auction. A public auction means a method of sale in which products, digital content and/or services are offered by the operator to consumers who attend or are given the opportunity to attend the auction in person, under the direction of an auctioneer, and in which the successful bidder is obliged to purchase the products, digital content and/or services
3. Service contracts, after full performance of the service, but only if:
 - a. performance has begun with the consumer's express prior consent; and
 - b. the consumer has declared that he loses his right of withdrawal once the trader has fully performed the contract;
4. Package travel as referred to in Article 7:500 of the Civil Code and passenger transport agreements;
5. Service agreements for the provision of accommodation, if the agreement provides for a specific date or period of performance thereof and other than for residential purposes, carriage of goods, car rental services and catering;
6. Contracts relating to leisure activities, if the contract provides for a specific date or period of performance thereof;
7. Products manufactured to the consumer's 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;
8. Products that spoil quickly or have a limited shelf life;
9. Sealed products that are not suitable for return for reasons of health protection or hygiene and whose seal has been broken after delivery;
10. Products which by their nature are irrevocably mixed with other products after delivery;
11. Alcoholic beverages whose price was agreed at the conclusion of the agreement, 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;

12. Sealed audio, video recordings and computer software, of which the seal has been broken after delivery;
13. Newspapers, magazines or journals, with the exception of subscriptions to these;
14. The supply of digital content other than on a tangible medium, but only if:
 - a. the performance has started with the consumer's express prior consent; and
 - b. the consumer has declared that he thereby loses his right of withdrawal.

Article 11 - The price

1. During the validity period stated in the offer, the prices of the products and/or services on offer shall not be increased, except for price changes due to changes in VAT rates.
2. Contrary to the previous paragraph, the Entrepreneur may 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 stated are target prices shall be stated with the offer.
3. Price increases within 3 months after the conclusion of the contract are only allowed if they result from legal regulations or provisions.
4. Price increases from 3 months after the conclusion of the agreement are only allowed if the entrepreneur has stipulated them and:
 - a. they are the result of legal regulations or stipulations; or
 - b. the consumer is authorised to terminate the contract on the day on which the price increase takes effect.
5. The prices mentioned in the offer of products or services include VAT.

Article 12 - Compliance with the agreement and additional guarantee

1. The trader guarantees that the products and/or services comply with the contract, the specifications mentioned in the offer, the reasonable requirements of soundness and/or usability and the existing statutory provisions and/or government regulations on the date the contract was concluded. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.
2. An additional guarantee provided by the entrepreneur, his supplier, manufacturer or importer never limits the legal rights and claims that the consumer, on the basis of the agreement, can assert against the

entrepreneur if the entrepreneur has failed to fulfil his part of the agreement.

3. Additional guarantee means any undertaking by the trader, its supplier, importer or producer in which it grants the consumer certain rights or claims that go beyond what the consumer is legally obliged to do in case he has failed to fulfil his part of the agreement.

Article 13 - Delivery and implementation

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

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

3. Subject to what is stated in article 4 of these general terms and conditions, the entrepreneur shall 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 at the latest 30 days after the order was placed. In that case, the consumer has the right to dissolve the agreement without costs and the right to possible damages.

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

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

Article 14 - Duration transactions: duration, termination and extension

Termination:

1. The consumer may terminate an open-ended contract that was concluded for the regular supply of products (including electricity) or services at any time, subject to the agreed termination rules and a maximum notice period of one month.

2. 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 accordance with the applicable termination rules and a period of notice that does not exceed one month.

3. Consumers may terminate the agreements referred to in the previous paragraphs:

- a. terminate at any time and not be limited to termination at a specific time or in a specific period;
- b. at least terminate them in the same way as they were entered into by him;
- c. always cancel with the same notice period as the entrepreneur has stipulated for himself.

Renewal:

4. A contract entered into for a definite period and which extends to the regular supply of products (including electricity) or services may not be tacitly extended or renewed for a definite period.
5. Contrary to the previous paragraph, a fixed-term contract that has been concluded for the regular delivery of daily or weekly newspapers and magazines may be tacitly renewed for a fixed term not exceeding three months, if the consumer can terminate this renewed contract towards the end of the renewal with a notice period not exceeding one month.
6. A fixed-term contract that was concluded for the regular delivery of products or services may only be tacitly renewed for an indefinite period of time if the consumer may terminate the contract at any time with a period of notice that does not exceed one month. The period of notice 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.
7. A limited duration agreement 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:

8. 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

1. Unless otherwise stipulated in the contract 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 contract. In the case of an agreement to provide a service, this period commences on the day after the consumer receives the confirmation of the agreement.
2. When selling products to consumers, general terms and conditions may never oblige the consumer to make an advance payment of more than 50%. When advance payment is stipulated, the consumer cannot assert any rights regarding the implementation of the order or service(s) in question before the stipulated advance payment has taken place.

3. The consumer has the duty to immediately report inaccuracies in payment details provided or mentioned to the entrepreneur.

4. If the consumer does not timely meet his payment obligation(s), he owes, after he has been informed by the entrepreneur of the late payment and the entrepreneur has granted the consumer a period of 14 days, starting the day after receipt of the reminder, to still meet his payment obligations, after the non-payment within this 14-day period, over the outstanding amount the legal interest and the entrepreneur is entitled to charge the extrajudicial collection costs incurred by him. 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 proprietor may deviate from said amounts and percentages for the benefit of the consumer.

Article 16 - Complaints procedure

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

2. Complaints about the performance of the agreement must be submitted to the entrepreneur within a reasonable time after the consumer has discovered the defects, fully and clearly described.

3. 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.

4. A complaint about a product, service or the trader's service can also be submitted via a complaints form on the consumer page of the Thuiswinkel.org website www.thuiswinkel.org. The complaint is then sent both to the trader in question and to Thuiswinkel.org.

5. The consumer must give the trader at least four weeks to solve the complaint by mutual agreement. After this period a dispute arises that is subject to the dispute settlement procedure.

Article 17 - Disputes

1. Contracts between the entrepreneur and the consumer to which these general terms and conditions relate are exclusively governed by Dutch law.

2. Disputes between the consumer and the trader over the conclusion or exercising of contracts relating to products and services supplied or to be supplied by this trader can be put before the Thuiswinkel Disputes Committee, P.O. Box 90600, 2509 LP in The Hague (www.sgc.nl), by either the consumer or the trader, with due observance of that which is stipulated below.

3. A dispute will only be handled by the Disputes Committee if the consumer has first submitted his/her complaint to the trader within a reasonable period of time.
4. If the complaint does not lead to a solution, the dispute must be submitted to the Geschillencommissie in writing or in another form to be determined by the Commission, no later than 12 months after the date on which the consumer submitted the complaint to the entrepreneur.
5. If the consumer wishes to submit a dispute to the Disputes Committee, the entrepreneur is bound by this choice. Preferably, the consumer notifies the entrepreneur first.
6. When the entrepreneur wishes to submit a dispute to the Disputes Committee, the consumer shall, within five weeks after a written request made by the entrepreneur, express in writing whether he so desires or wants the dispute to be dealt with by the competent court. If the entrepreneur does not hear the consumer's choice within the five-week period, the entrepreneur is entitled to submit the dispute to the competent court.
7. The Dispute Commission makes a ruling under the conditions as laid down in the regulations of the Dispute Commission (www.degeschillencommissie.nl/over-ons/de-commissions/2404/home-shop). The decisions of the Dispute Commission are made by way of binding advice.
8. The Disputes Committee will not deal with a dispute or will cease to deal with a dispute if the trader has been granted a suspension of payments, gone bankrupt or has actually terminated his business activities, before a dispute has been dealt with by the committee at the session and a final ruling has been issued.
9. If, in addition to the Thuiswinkel Disputes Committee, another disputes committee recognised by or affiliated to the Stichting Geschillencommissies voor Consumentenzaken (SGC) or the Klachteninstituut Financiële Dienstverlening (Kifid) is competent, the Thuiswinkel Disputes Committee will have preference over the Thuiswinkel Disputes Committee for disputes mainly concerning the method of distance selling or provision of services. For all other disputes, the other disputes committee recognised by the SGC or affiliated with the Kifid.

Article 18 - Branch guarantee

1. Thuiswinkel.org guarantees the fulfilment of the binding advice from the Thuiswinkel Disputes Committee by its members, unless the member decides to submit the binding advice to the court for review within two months after it has been sent. This guarantee is revived if the binding advice is upheld after review by the court and the judgement that proves this has become final. Up to a maximum sum of €10,000 per binding advice, this sum will be paid to the consumer by Thuiswinkel.org. For amounts greater than €10,000.- per binding advice, €10,000.- will be paid out.
€10,000.00 will be paid out. For the excess amount, Thuiswinkel.org has a best-efforts obligation to ensure that the member complies with the binding advice.
2. The application of this guarantee requires that the consumer makes a written appeal to Thuiswinkel.org and that he transfers his claim on the trader to Thuiswinkel.org. If the

claim on the trader exceeds €10,000,-, the consumer will be offered to transfer his claim, insofar as it exceeds the amount of €10,000,-, to Thuiswinkel.org, after which this organisation will, in its own name and costs, apply for payment of this claim in court to the consumer.

Article 19 - Additional or different stipulations

Additional conditions or conditions that deviate from these general terms and conditions may not be to the detriment of the consumer and must be recorded in writing or in such a way that the consumer can easily store them on a durable data carrier.

Article 20 - Amendments to the Thuiswinkel.org General Terms and Conditions

1. Amendments to these conditions are only effective after they have been published in an appropriate way, on the understanding that, in the case of applicable amendments during the term of an offer, the provision that is most favourable to the consumer will prevail.

Thuiswinkel.org

www.thuiswinkel.org

Horaplantsoen 20, 6717 LT Ede

Annex I: Model withdrawal form Model

withdrawal form

(Complete and return this form only if you wish to revoke the contract)

a. To: [name of entrepreneur]

[geographic address of entrepreneur]

[fax number of entrepreneur, if available]

[e-mail address or electronic address of entrepreneur]

b. I/We* hereby inform/share* you, that I/We* wish to terminate our agreement concerning the sale of the following products: [product designation]* the supply of the following digital content: [digital content designation]* the provision of the following service: [service designation]*, withdrawn*.

c. Ordered on*/received on* [date of order in the case of services or receipt in the case of products].

d. [Name of consumer(s)]

e. [Address consumer(s)]

f. [Signature of consumer(s)] (only if this form is submitted on paper)

g. [Date]

* Delete what does not apply or fill in what is applicable.