

## General Terms and Conditions

### Content:

- Article 1 – Definitions
- Article 2 – Identity of the trader
- Article 3 – Applicability
- Article 4 – The offer
- Article 5 – The agreement
- Article 6 – The right of withdrawal
- Article 7 – Obligations of the buyer during the reflection time
- Article 8 – Prosecution and costs of the withdrawal
- Article 9 – Obligations of the trader in case of withdrawal
- Article 10 – Exclusion of the right of withdrawal
- Article 11 – The price
- Article 12 – Conformity and guarantee
- Article 13 – Delivery and execution
- Article 14 – Duration, cancelation and extension
- Article 15 – The payment
- Article 16 – Complaint procedure
- Article 17 – Disputes
- Article 18 – Additional or different stipulations

### Article 1 – Definitions

In these terms and conditions, the following definitions apply:

1. Additional agreement: an agreement in which the buyer product, digital content and/or services acquires with an distance contract and those products, digital content and/or services are delivered by the trader or by a third party based on the agreement between that third party and the trader;
2. Reflection time: the period of time within which the buyer can use the right to withdrawal
3. Buyer: The natural person that does not handle for purposes that are related to his trade, company, craft or professions activity;
4. Day: Calendar day;
5. Digital content: data that is produced and delivered digitally;
6. Agreement duration: an agreement that sets regular delivery of products, services and/or digital content in a particular period;
7. Sustainable data carrier: each tool – including email – used by the buyer or the trader to save information personal information intended for them, with the purpose of future consultation or use during a period that is aligned with the goal for which the information is intended and which allows unaltered reproduction;
8. Right of withdrawal: the possibility of the buyer to abandon the distance contract within the reflection time;
9. Trader: the natural person or legal entity that offers products, (access to) digital content and/or services from distance to consumers;
10. Distance contract: an agreement between the trader and the buyer to create an organized system for sales of products, digital content and/or services at distance, with which up until the agreement is made use only or also of one or more techniques for communication at distance
11. Template for withdrawal: the in attachment 1 added European template for withdrawal. Attachment 1 does not have to be made available when the buyer does not have the right of withdrawal with his order;

12. Technique for communication at distance: tool that can be used for making agreement, without the buyer and the trader having to be at the same location;

#### Article 2 – Identity of the trader

Name of the trader: cober.nl

Trade names: Goudsmederij Cober, Altelier Cober.

Business address:

Houtstraat 15-17

5341 GG, Oss

Visitors address:

Houtstraat 15-17

5341 GG, Oss

Phone number: +31 (0) 412 651450

Availability:

Tuesday to Friday from 10:00 am to 6:00 pm

Saturday from 9:30 am to 5:00 pm

E-mail address: info@cober.nl

Company registration number: 17200048

VAT-number: NL817419214B01

In case the activity of the trader is part of a relevant authorization regime: the data of the supervisory authority:

In case the trader practices a regulated profession:

- The professional association or organization which he is part of;
- The professional title, the location in the EU or the European Economic Area where this has been assigned to;
- A reference to the professional rules that apply in the Netherlands and directions where and how these professional rules are accessible.

#### Article 3 – Applicability

1. These terms and conditions apply to every offer from the trader that is closed on the distance contract between the buyer and the trader.

2. Before the distance contract is closed, the text of the terms and conditions are made available to the buyer. When this is reasonably not possible, the trader will tell on which way the terms and condition will be available to the buyer, and that they will be send to the buyer as soon as possible without charge.

3. When the distance contract is closed electronically, can in contradiction to the last paragraph and before the contract is closed, the text of the terms and conditions be made available to the buyer online, in a way in which the buyer can easily save it on a sustainable data carrier. When this is reasonably not possible, the trader will tell the buyer where the terms and conditions are available online before the contract is closed and on request of the buyer the terms and conditions will be send to them online and in any possible way without charge.

4. In case that beside the general terms and conditions other specific product- or service condition apply, is the second and third paragraph applicable and can the buyer, in case of contradicting conditions, apply the most favorable conditions.

#### Article 4 – The offer

1. It will be emphatically mentioned, if an offer has a validity period or different conditions.
2. The offer contains a precise description of the offered product, digital content and or service. The description has to be detailed enough for the buyer to judge it. If the trader uses pictures, these have to be a true image of the products, services and or digital content. Apparent mistakes or faults in the offer are not binding for the trader.
3. Every offer contains the right information, so the rights and obligations attached to the offer are clear to the buyer.

#### Article 5 – The agreement

1. The agree will be established, if it is subject to paragraph 4, when the buyer agrees with the offer and it meets the conditions.
2. If the buyer agrees the offer electronically, the trader will confirm the acceptance of the agreement electronically. As long as the acceptance is not confirmed by the trader, the buyer can dissolve the agreement.
3. if the agreement is established electronically, the trader change the needed technical and organizational measurements to ensure the safety of the electronically transferred data and he will ensure a safe web environment. If the buyer pays electronically, the buyer also have to think of needed security measurements there as well.
4. The trader can, within legal areas, inform himself if the buyer can meet the payment obligation, as well as all the facts and factors that are important to have a responsible agreement on distance.

If the trader, because of this research, has a good reason not to accept the agreement, he has to right to refuse to establish the agreement for an order or inquiry.

5. The trader will, latest with the delivery of the product, service or digital content, give the buyer the following information, written or in any other way that can is available to the buyer, so he can save it on a sustainable data carrier.
  - A. The visiting address of the trader where the buyer will be able to go to in case he has any complaints.
  - B. The conditions within en and the way in which the buyer can use the right of withdrawal, and a clear message if it is excluded from the right of withdrawal;
  - C. Information about guarantees and service after the purchase;
  - D. The price including all taxes of the product, service or digital content; when applicable the costs of delivery, and the payment method, delivery or execution of the agreement on distance;
  - E. The requirements for ending the agreement, in case the agreement has a duration of more than a year or indefinite;
  - F. In case the buyer has the right of withdrawal, the template form for withdrawal.
6. In case of multiple transactions, the last paragraph is only applicable to the first delivery.

#### Article 6 – The right of withdrawal

Concerning products:

1. The buyer can cancel the agreement concerning the online purchase of a product within 14 days without a reason for cancelling. The trader can ask the buyer for a reason to apply the right of withdrawal, but the buyer is not obligated to give a reason.
2. The in paragraph 1 stated reflection time start the day after the buyer, or a third party pointed out by the buyer, that is not the carrier, received the products or;
  - a. If the buyer ordered multiple items in one order: the day on which the buyer or a by him pointed out third, received the last products. The trader may, provided that he has clearly

informed the buyer before the order process, decline an order that contains products with different delivery times.

b. If the order consist of multiple shipment or parts; the day on which the buyer, or a by him pointed out third, has received the last shipment or part.

c. By agreement on regular deliveries of a product for a certain time: the day on which the buyer or a by him pointed out third, has received the first product.

Concerning services or digital content that is not delivered on a physical carrier;

3. The buyer can cancel a service agreement or agreement for delivery of digital content that is not delivered on a physical carrier within a minimum of 14 days without reason. The trader can ask the buyer for a reason to apply the right of withdrawal, but the buyer is not obligated to give a reason.

4. The in paragraph 3 mentioned reflection time start on the day after the agreement in settled.

Extended reflection time for products, services and digital content that is not delivered on a physical carrier, in case no informing about the right to withdrawal:

5. In case the trader does not give the buyer the information required by law or the template for withdrawal, the reflection time ends twelve months after the end of the original reflection time that was set in previous paragraphs.

6. In case the trader gives the buyer the information mentioned in the paragraph above within twelve months after the start dates of the original reflection time, the reflection time will end 14 days after the buyer has received the information.

**BE AWARE:** when purchasing a product in a physical shop, the buyer has the opportunity the return the product within 8 day with the original receipt. In this case you get a gift card for the purchase amount, we do not give back money.

**Article 7 – obligation of the buyer during the reflection time**

1. During the reflection time the buyer has to be careful with the products and their packaging. He will only open the product and use it as much as needed to discover the nature, the characteristics and the functions of the product. The starting point is that the buyer can try the product as he could in-store.

2. The buyer is only reliable for the value reduction of the product if it was not treated the way that is stated in paragraph 1.

3. The buyer is not reliable for value reduction of the product if the trader did not inform him on the right of withdrawal before or during the settlement of the agreement.

**Article 8 – Practice of the right of withdrawal by the buyer and the costs of it**

1. If the company applies the right of withdrawal, he has to inform the trader within the reflection time by using the template for withdrawal or another way.

2. As soon as possible, but within 14 days after the day the buyer has informed the trader as stated in paragraph 1, the buyer has to send the product back or hands it to (a authorized representative of) the trader. This does not apply if the trader has offered to pickup the product.

3. The buyer returns the product with all belongings, if reasonably possible in original state and packaging, and according to the reasonable instructions provided by the trader.

4. The risk and the burden of proof of the right and timely practice of the right of withdrawal is the buyer's.

5. The buyer is responsible for the costs of the return. If the trader did not inform the buyer of these costs or if the trader mentioned to be responsible for the costs himself, the buyer is not responsible for the costs.

6. In case the buyer practises the right of withdrawal after having informed that the service are delivery of gas, water or electricity were not ready for sale in little volumes or certain amounts is used during the reflection time, the buyer owes the trader an amount that is equal to the part that is not returned when practicing the right of withdrawal
7. The buyer is not responsible for the costs of the implementation of services or the delivery of water, gas or electricity, that are not ready for sale in limited volumes or amounts, or to the delivery of city heating, when:
  - a. The trader did not give the buyer the legal required information or the template for withdrawal
  - b. The buyer did not explicitly ask for the implementation of the service or delivery of gas, water electricity or city heating during the reflection time.
8. The buyer is not responsible for partly or completely delivering of the not physical carrier of digital content, when:
  - a. He before delivery not explicitly agreed to settle the agreement before the end of the reflection period
  - b. He did not agree to losing his right of withdrawal when agreeing to the agreement; or
  - c. The trader did not confirm the statement of the buyer
9. If the buyer practices his right of withdrawal, all additional agreements dissolve.

#### Article 9 – Obligations of the trader by returns

1. If the trader provided the buyer with way to practice the right of withdrawal through electronically, he has the send the buyer a confirmation that he received the message.
2. The trader reimburses all payments from the buyer, including any delivery fees that where charged by the trader for the returned product, as soon as possible but within 14 days from the moment the buyer has informed him about practising the right of withdrawal. Unless the trader offers to pick up the item himself, he can wait until he has received the product or until the buyer provides him with a proof of shipment, whichever one happens first.
3. The trader uses the same payment method for reimbursing the money as was initially used to pay, unless the buyer agrees to a different payment method. The reimbursement has to be free of charge for the buyer.
4. If the buyer has chosen a more expensive delivery option than the cheaper regular shipping fees, the trader does not have to reimburse the costs for the more expensive delivery.

#### Article 10 – Exclusion of the right of withdrawal

The trader can exclude the following products from the right of withdrawal, but only if this was mentioned clearly in the offer, during the process of settling the agreement:

1. Products or services from which the price is dependent on the financial market that is not influenced by the trader and which can occur during the reflection time.
2. Agreement that are settled during a public auction. A public auction is a sales method in which products, digital content and/or services are offered by the trader supervised by an auctioneer, and in which the successful winner is obligated to buy the product, digital content and/or service;
3. Service agreements, after completing the service, but only if:
  - A. The execution is started with having approval of the buyer before starting it;
  - B. The buyer has declared that he loses his right of withdrawal as soon as the agreement is completed;
4. Service agreements for offering accommodation, if the agreement contains a certain date or period and the accommodation is used for purposed other than living, transportation of goods, car rental and catering;
5. Agreements concerning leisure, if the agreement contains a certain date or period;

6. Products that are made using specifications of the buyers, that are not made in a factory and that are made based on individual choices of the buyer, or that are clearly meant for a specific person;
7. Products that spoil quickly or have a limited shelf life;
8. Sealed products that can't be return based on health protection or hygiene from which the seal has been broken after delivery;
9. Products that has mixed their base with other products;
10. Alcoholic drinks from which the price has been agreed on when settling the agreement, but from which the delivery takes place 30 days after, and from which the real value is determined by the fluctuations in the market that is not influenced by the trader;
11. Sealed audio and video recordings and computer software, from which the seal is broken after delivery;
12. Newspapers and magazines, excluding subscription;
13. The delivery of digital content is not on a physical carrier, but only if:
  - a. The excution has taken place with approval of the buyer
  - b. The buyer has approved to lose his right of withdrawal

#### Article 11 – price

1. During the in the offer mentioned validity period the prices of the products and/or services offer will niet be increased, excluding price changes as result of tax rates
2. In contradiction to paragraph 1, the trader can offer products of which the prices are related to fluctuations on the market that are not influenced by the trader, to variable prices. This relation to fluctuations and the fact that prices are estimations should be mentioned in the offer.
3. Price changes within 3 months after the settling of the agreement are only allowed if they are a result of legal rules or clauses.
4. Price changes from 3 months after the settling of the agreement are only allowed is the trader negotiated this and:
  - a. They are result of legal rules or clauses; or
  - b. The buyer has the power to cancel the agreement from the day on which the prices will rise.
5. The in the offer mention price/service are including VAT.

#### Article 12 – Conformity and guarantee

1. The trader will guarantee that the products and/or services meet the agreement, the in the offer mentioned specifications, reasonable requirements and/or usability and the existing laws and/or government regulation on the day the agreement is signed. If agreed on the trader will agree that the product is fit to be used for other purposes.
2. A by the trader, or his supplier, manufacturer or importer, given extra guarantee can never limit laws and claims that the buyer can use against the trader when the trader has not held up his end of the agreement.
3. Extra guarantee means every commitment of the trader, or his supplier, manufacturer or importer, allocated to the buyer that are more than the law, in the case he was short on holding up the agreement

#### Article 13 – Delivery and execution

1. The trader will be most careful handling the execution of an order with products from judgement of the inquiry to granting a service,
2. The place of delivery is the address the buyer gave to the trader.
3. With consideration of article 4, the trader will execute the order as soon as possible but

always within 30 days, unless there was agreed upon a different delivery time. If the deliverer is delayed, or if the order was only partly processed, the buyer will be informed within 30 days after he has made the order. The buyer, in that case, has the right to cancel the agreement for free and has the right to compensation.

4. After the cancellation mentioned in the previous paragraph, the trader will refund the buyer without delay.

5. The risk of damage and/or loss of the products is the trader's until the moment the product is delivered to the buyer or a before hand appointed and announced to the trader representative, unless explicitly agreed on.

#### Article 14 – Duration, cancellation and extension

##### Cancellation:

1. The buyer can cancel an agreement of indefinite time for delivery of a product (including electricity) or services, at all times respecting the termination rules and period of maximum one month.

2. The buyer can cancel an agreement for specified amount of time for delivery of a product (including electricity) or services, at all times towards the end of the specified time respecting the termination rules and period of maximum one month.

3. The buyer can in the previously mentioned agreements:

- Cancel at all times and cannot be limited to cancel the agreement at a specific time or in a specific period;
- At least cancel in the same way the agreement was made;
- Always cancel with the same termination time as the trader has.

##### Extension:

4. An agreement for specific amount of time for delivery of a product (including electricity) or services, cannot be extended silently or renewed for a specified amount of time.

5. In contradiction to the previous paragraph, an agreement for specified amount of time for delivery of daily-, news- and weekly paper or magazines can be extended silently for a maximum period of 3 months, if the buyer wants to cancel this extension he can do so at the end of the period with a termination period of maximum one month.

6. An agreement for specific amount of time for delivery of a product (including electricity) or services, can only be extended silently if the buyer can always cancel the agreement with a termination period of maximum one month. The termination is maximum 3 months when the delivered products delivered regularly, but less than once a month or the delivery of daily-, weekly, or news papers and magazines

7. An agreement for specific amount of time for regular acquaintance of daily, weekly or newspapers and magazines, cannot be extended silently and ends automatically after the trial or acquaintance period.

##### Duur:

8. If an agreement has a duration of more than a year, the buyer can end the agreement at all times after one year with a termination period of a month, unless it is not reasonable to end the agreement before the end of the duration.

#### Article 15 – payment

1. If not been determined differently in the agreement or additional conditions, the buyer has to pay the invoices within 14 days after the start of the reflection time or when there is no reflection time within 14 days after settling the agreement. In case of an agreement that concerns serviced, this starts on the day after the buyer confirms to have received the agreement.

2. When selling products to the buyer, the buyer can never be obligated to pay more than

50% in advance. When the buyer had to make a prepayment, he has no right in changing the execution, because he has made a prepayment.

3. The buyer is obligated to mention mistakes in the given payment details to the trader.

4. When the buyer does not pay on time, the trader has to inform him about not paying on time, after which the buyer has again 14 days to pay. After not paying during these 14 days, the buyer owes an interest to the trader and the trader may sell the invoice to an collection agency. De collection costs have a maximum of 15% of non-paid amount under €2,500; 10% over the next €2,500 and 5% over the next €5,000, with a minimum of 40€. The trader can in advantage of the buyer charge different amounts.

#### Article 16 – Complaint procedure

1. The trader has an enough known complaint procedure and treats the complaint according to this procedure.

2. Complaints about the execution of the agreement has to be made within a certain amount of time, clearly stated by the trader.

3. The trader has to reply to a complaint within 14 days after receiving it. If the complaint needs a longer processing time, the trader has to give an indication of when the buyer will receive a response within 14 days.

4. The buyer need to give the trader at least 4 weeks to solve the complaint within the company. After this period the complaint can be turned into a dispute.

#### Article 17 – Disputes

1. De agreement between the buyer and the trader that concerns these general conditions is only applicable in the Netherlands.

#### Article 18 – Additional or different stipulations

Additional to the general terms and conditions cannot be in disadvantage to the buyer and have to be written and accessible to the buyer so that he can save them to a sustainable data carrier.

#### Attachment 1: Template for withdrawal

(Fill-in this form and send it back if you want to apply the right of withdrawal)

To :Atelier Cober B.V.

Houtstraat 15-17

5341GG, Oss

0412 651450

info@cober.nl

-I/We\* inform that I/we\* cancel the agreement concerning

The sale of products: (fill-in products)\*

The delivery of digital content: (fill-in digital content)\*

The operation of service (fill-in service)\*

– ordered on/delivered on (date of ordering for service / date of delivery for products)

– Name buyer

– Address buyer

– Signature buyer (only when this form will be admitted on paper

\*cross what is not applicable