

## Terms and conditions

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### Article 1 - Definitions

In these terms and conditions shall apply:

1. **Withdrawal period:** the period during which the consumer can exercise his right of withdrawal;
2. **Consumer:** the natural person not acting in the exercise of professional or business and a distance contract with the entrepreneur;
3. **Day:** calendar;
4. **Duration transaction:** a distance contract concerning a range of products and / or services, the supply and / or purchase is spread over time;
5. **Durable medium:** any means that the consumer or business that enables information to him personally is directed to store in a way that future consultation and unaltered reproduction of the stored information;
6. **Right of withdrawal:** the ability for consumers within the waiting period to see the distance contract;
7. **Entrepreneur:** the natural or legal products and / or remote services to the consumer;
8. **Distance contract:** means an agreement whereby part of the organized system for distance selling of products and / or services, to conclude the agreement exclusive use of one or more means of distance communication;
9. **Technology for distance communication:** means that can be used to conclude a contract, without the consumer and trader being in the same area have come together.

### Article 2 - Identity of the entrepreneur

Name: Van Eck Video Services  
Address: 43-04 Herastraat  
Phone: +31 (0) 13 5715148  
E-mail: [shop@van-eck.net](mailto:shop@van-eck.net)  
Chamber of Commerce number: 56871546  
VAT identification number: NL852340801B01

If the activity of the entrepreneur is subject to a relevant licensing: the information about the supervisory authority:

If the entrepreneur is a regulated profession:

- - Any professional body or similar institution with which he is connected;
- - The professional title, the place in the EU or the European Economic Area in which it is awarded;
- - A reference to the professional rules applicable in the Netherlands and where instructions and how these professional rules can be accessed.

### **Article 3 - Applicability**

1. These general conditions apply to every offer of the entrepreneur and any agreement reached at a distance between entrepreneur and consumer.
2. Before concluding a distance contract, the text of these general conditions made available to the consumer. If this is not reasonably possible, before the distance contract is concluded, indicated that the general conditions for the entrepreneur to see and at the request of the consumer as quickly as may be transmitted without charge.
3. If the distance contract is concluded electronically, then, contrary to the previous paragraph and before the distance contract is concluded, the text of these general conditions electronically to the consumer be made available in a manner that by the consumer in a simple way can be stored on a durable data carrier. If this is not reasonably possible, before the distance contract is closed, indicating where the general conditions in electronic can be taken and that at the request of the consumer electronically or otherwise free of charge will be sent.
4. In the event that in addition to these terms and conditions specific product or service conditions apply, the second and third paragraph shall apply and the consumer in case of conflicting terms always rely on the applicable provision for him the most favorable.

### **Article 4 - The offer**

1. If an offer has a limited duration or subject to conditions, this explicitly mentioned in the offer.
2. The offer includes a complete and accurate description of the products and / or services. The description is sufficiently detailed to allow a proper assessment of the offer by the consumer as possible. If the contractor uses these images are a true representation of the products and / or services. Obvious mistakes or errors in the offer binding on the entrepreneur.
3. Each offer contains such information, that clear to the consumer what rights and obligations, to the acceptance of the offer are attached. This concerns in particularly:
  - the price including taxes;
  - any costs of delivery;
  - how the agreement will be achieved and what actions are required are;
  - whether or not to apply the right of withdrawal;
  - the method of payment, delivery and performance of the contract;
  - The deadline for accepting the offer, or the period within which the company
  - the price;
  - the level of the rate of distance communication if the cost of using
  - the technique of distance communication are calculated on a basis other than
  - the regular base rate for the means of communication;
  - whether the agreement after the adoption is filed, and if so in what way these for the consumer to consult;
  - the way the consumer, for the conclusion of the contract, by him in the
  - Under the agreement data to monitor and if necessary repair;
  - any other languages, including Dutch, the contract may be closed;
  - the conduct to which the trader is subject and the way the consumer can conduct electronic

can consult and the minimum duration of the distance contract in the event of an extended transaction.

## **Article 5 - The contract**

1. The agreement is subject to the provisions of paragraph 4, concluded at the time of the consumer accepts the offer and meet the stipulated terms.
2. If the consumer has accepted offer electronically, confirms the entrepreneur promptly electronic receipt of acceptance of the supply. Until receipt of this acceptance has not been confirmed by the operator, the consumer to rescind the contract.
3. If the agreement is created electronically, the trader will take appropriate technical and organizational measures to protect the electronic transmission of data and ensure a secure web environment. If the consumer can pay electronically, the trader appropriate safety precautions.
4. The entrepreneur can - within the law - to inform consumers of his payment obligations, as well as all facts and factors that are important a sound conclusion of the distance contract. If the operator under of this investigation was justified in the agreement not to go, he is entitled reasoned order or request or to refuse to implement special conditions to connect.
5. The entrepreneur will the product or service to the consumer the following information in writing or in such a way that the consumer in an accessible manner can be stored on a durable medium, enclose:
  - a. the visiting address of the establishment of the operator where the consumer can lodge complaints can;
  - b. the conditions and the manner in which the consumer of the right of withdrawal can be exercised, or a clear statement regarding the exclusion of the right of withdrawal;
  - c. information on guarantees and after-sales service;
  - d. in Article 4 paragraph 3 of these Terms and Conditions, unless the trader information already provided to the consumer prior to the execution of the agreement;
  - e. the requirements for termination of the contract if the contract has a duration of more than one year or is indefinite.
6. In the event of an extended transaction is the provision in the preceding paragraph shall apply only to the first delivery.

## **Article 6 - Revocation**

### **Upon delivery of products:**

1. When purchasing products, the consumer can cancel the contract without reasons to dissolve for 14 days. This period commences on the day after receipt of the product by the consumer or a previously designated by the consumer and the entrepreneur announced representative.
2. During the period the consumer will treat the product and packaging. He will be the product only to unpack or use as necessary to be able whether he would prefer to retain. If he exercises his right of withdrawal makes, it will return the product with all accessories and - if reasonably possible - in the original condition and packaging to the Entrepreneur in conformity with the Entrepreneur reasonable and clear instructions.

### **When providing services:**

3. When providing services, the consumer can cancel the contract without giving any reason to dissolve for at least fourteen days, starting on the day of the entering into the agreement.
4. To exercise his right of withdrawal, the consumer focus to the operator to supply and / or by delivery to area provided reasonable and clear instructions.

## **Article 7 - Costs in case of withdrawal**

1. If the consumer exercises his right of withdrawal, will not exceed the cost of return shipping cost.
2. If the consumer has paid an amount, the entrepreneur this amount as soon possible, but no later than 14 days after the return or cancellation, refund.

### **Article 8 - Exclusion of right of withdrawal**

1. The entrepreneur is the right of withdrawal of consumers exclude to the extent provided in paragraph 2 and 3. The exclusion of the right of withdrawal applies only if the entrepreneur clearly in the offer, at least in time for the conclusion of the contract refers.
2. Exclusion of the right of withdrawal is only possible for products:
  - a. that is considered by the trader in accordance to the specifications of the consumers;
  - b. clearly personal in nature;
  - c. which by their nature can not be returned;
  - d. that rapidly decay or become obsolete;
  - e. whose price depends on fluctuations in the financial market outside the trader has n influence;
  - f. for individual newspapers and magazines;
  - g. for audio and video recordings and computer software that the consumer seals has broken.
3. Exclusion of the right of withdrawal is only possible for services:
  - a. on accommodation, transport, catering or leisure to carry on a particular date or during a specified period;
  - b. the supply with the express consent of the consumer, before the period has expired;
  - c. on betting and lotteries.

### **Article 9 - The price**

1. During the period mentioned in the offer, the prices of the products and / or services have not increased, except for price changes resulting from changes in VAT rates.
2. Notwithstanding the preceding paragraph, the business products or services whose prices are subject to fluctuations in the financial market and where the operator has no influence to, with variable prices. These fluctuations and the fact that any price targets, are stated in the offer.
3. Price increases within 3 months after the conclusion of the contract are only permitted if they are the result of statutory regulations or provisions.
4. Price increases from 3 months after the conclusion of the contract are only permitted if the trader has agreed and:
  - a. they are the result of statutory regulations or provisions, or
  - b. the consumer has the power to terminate with effect from the day the increase takes effect.
5. The supply of products or services mentioned prices include VAT.

### **Article 10 - Compliance and Warranty**

1. The trader guarantees that the products and / or services meet the contract, the specifications stated in the offer, the reasonable requirements of reliability and / or usability and on the date of the conclusion of the agreement existing legal provisions and / or government regulations. If agreed, the entrepreneur also ensure that the product is suitable for other than normal use.
2. By the trader, manufacturer or importer does not affect the legal rights and claims that the consumer under the contract to the entrepreneur may assert.

### **Article 11 - Delivery and implementation**

1. It will be the greatest possible diligence when receiving and in the execution of orders and products in assessing applications for provision of services.
2. The place of delivery is the address that the consumer has made known to the company.
3. Subject to what is stated in Article 4 of these General Terms and Conditions, the company accepted orders expeditiously but not later than 30 days unless a longer delivery has been agreed. If delivery is delayed problems, or if an order is not or only partially carried out, the consumer receives them no later than 30 days after the order was placed. The consumer in this case the right to terminate the contract without penalty and entitled to any compensation.
4. In case of dissolution in accordance with the preceding paragraph, the operator the amount that consumers paid as soon as possible but no later than 30 days after repudiation.
5. If delivery of an ordered product proves impossible, the trader will endeavor a replacement item available. Before the delivery will be clear and comprehensible manner that a replacement item is delivered. When replacement items right of withdrawal can not be excluded. The cost of a possible return shipment shall be borne by the entrepreneur.
6. The risk of damage and / or loss of products rests with the entrepreneur to time of delivery to the consumer or a pre-designated and the entrepreneur published representative, unless otherwise expressly agreed.

## **Article 12 - Duration Transactions: duration, termination and renewal**

### *Notice*

1. The consumer may contract for indefinite and that is intended to regular delivery of goods (including electricity) or services, at any time denounce the applicable termination rules and a notice of up to one month.
2. The consumer may contract for a definite period and that extends to the regular delivery of goods (including electricity) or services, at any time towards the end of the fixed term denounce so agreed termination rules and a notice of up to one month.
3. The consumer in the previous paragraphs agreements:
  - cancel at any time and not be limited to termination at any time or in a certain period of time;
  - at least recite the same way as they are entered into by him;
  - Always terminate with the same notice as the entrepreneur himself has stipulated.

### *Extension*

4. A contract for a definite period and that extends to the regular delivery products (including electricity) or services, should not be tacitly extended or renewed for a specified duration.
5. Notwithstanding the preceding paragraph, a contract for a definite period and that extends to the regular delivery of daily news and weekly newspapers and magazines tacitly be extended for a fixed period of up to three months, if the consumer extended agreement by the end of the extension may terminate with notice not exceeding one month.
6. A contract for a definite period and that extends to the regular delivery of products or services, may only be tacitly renewed for an indefinite period as the consumer may terminate with a notice period of one month and a notice of up to three months under the Convention is to regularly, but less than once per month, delivery of daily newspapers and magazines and magazines.
7. A contract with limited duration of the controlled delivery of the introductory day, news and weekly newspapers and magazines (trial or introductory subscription) is not tacitly continued and end automatically after the trial or introductory period.

### *Duration*

8. If a contract has a duration of more than one year, the consumer after one year Agreement at any time with a notice period of up to one month terminate, unless the reasonableness and fairness against termination before the end of the agreed term resist.

## **Article 13 - Payment**

1. Unless otherwise agreed, the amounts owed by the consumer be paid within 14 days after the commencement of the cooling-off period referred to in Article 6 paragraph 1. In case of an agreement to provide a service, that period shall run after the consumer has received confirmation of the contract.
2. When selling products to consumers in terms never a prepayment of more than 50% are stipulated. If payment is agreed, consumers no rights regarding the implementation of the relevant order or service (s), before the advance payment has been made.
3. The consumer has the duty to inaccuracies in the payment details immediately to the entrepreneur.
4. In case of default by the consumer, the operator subject to legal limitations, the right to advance to the consumer reasonable costs account.

#### **Article 14 - Complaints**

1. The entrepreneur has a well-publicized complaints and treats complaints under the complaints procedure.
2. Complaints about the execution of the agreement should take place promptly, fully and described and submitted to the entrepreneur, after the consumer has the defects noted.
3. When the trader complaints within a period of 14 days from the date of receipt. If a complaint is a foreseeable longer processing time calls, then the trader within the period of 14 days responded with a message of receipt and indicating when the consumer a more detailed answer can expect.
4. If the complaint can not be resolved by mutual agreement creates a dispute which for the dispute.

#### **Article 15 - Disputes**

1. On agreements between the entrepreneur and the consumer of these general conditions apply, only Dutch law.

#### **Article 16 - Additional or different terms**

Additional or different provisions of these terms should not disadvantage of the consumer and should be recorded in writing or in such a way that by the consumer in an accessible manner can be stored on a durable data carrier.