

**GENERAL SALES AND DELIVERY TERMS AND CONDITIONS CONSUMERS
(V12122018)**

HORSTEN LEDERWAREN B.V.
HORSTEN LEATHERFASHION
BURKELY
BAGSTAGE

Article 1 - Definitions

For the purpose of these terms and conditions the following is understood as:

1. Additional agreement: an agreement in pursuance of which the consumer acquires products, digital content and/or services in connection with a distance agreement and the said products, digital content and/or services are delivered by Horsten or by a third party on the basis of an arrangement between the said third party and Horsten;
2. Reflection period: the period within which the consumer can rely on his right of withdrawal;
3. Consumer: the natural person who does not act for purposes related to his commercial, business, trade or professional activity;
4. Day: calendar day;
5. Digital content: data that are produced and delivered in digital form;
6. Continuing performance agreement: an agreement that extends to the regular delivery of goods, services and/or digital content during a certain period of time;
7. Sustainable data carrier: each and every tool – also including email – that enables the consumer or Horsten to store information that is addressed to him personally in a manner that makes future consultation or use during a period that is geared to the purpose for which the information is meant possible as well as unchanged reproduction of the stored information;
8. Right of withdrawal: the possibility of the consumer to withdraw from the distance agreement within the reflection period;
9. Horsten: the seller and user of these general terms and conditions;
10. Distance agreement: an agreement that is concluded by and between Horsten and the consumer within the framework of an organised system for distance selling of products, digital content and/or services in the course of which up to and including the conclusion of the agreement only or also one or more techniques for distance communication are used;
11. Model form for withdrawal: the European model form for withdrawal included in Appendix I to these terms and conditions. Appendix I does not need to be made available if the consumer is not entitled to a right of withdrawal as a consumer;
12. Technique for distance communication: means that can be used for the conclusion of an agreement without the consumer and Horsten having to simultaneously meet in the same room.

Article 2 – Identity of Horsten

Name of Horsten: Horsten Lederwaren B.V.
Horsten Leatherfashion
Bagstage
Burkely
CoC number: 18104115
Registered and visiting address: Nobelstraat 6, 5051DV Goirle

Information customer service:

Opening hours: 8.30 until 17.00

Telephone number: +31 (0)85 9025850

Email address: klantenservice@burkely.nl

Article 3 – Applicability

1. These general terms and conditions are applicable to each and every offer of Horsten and to each and every distance agreement concluded by and between Horsten and consumer.
2. Before the distance agreement is concluded, the text of these general terms and conditions is made available to the consumer. If this is reasonably not possible then Horsten shall, before the distance agreement is concluded, indicate how the general terms and conditions can be inspected at Horsten and that they are on request of the consumer forthwith sent free of charge.
3. If the distance agreement is concluded electronically then in derogation from the previous paragraph and before the distance agreement is concluded, the text of these general terms and conditions is sent to the consumer electronically in such manner that it can easily be stored by the consumer on a sustainable data carrier. If this is reasonably not possible then it shall, before the distance agreement is concluded, be indicated where note can electronically be taken of the general terms and conditions and that on request of the consumer they shall be sent electronically or otherwise free of charge.
4. In case, apart from these general terms and conditions, specific product or service terms and conditions are also applicable then the second and third paragraphs are equally applicable and the consumer can, in case of conflicting terms and conditions, always rely on the applicable provision that is most favourable to him.

Article 4 – The offer

1. If an offer has a limited validity or is made under conditions then this is expressly indicated in the offer.
2. The offer contains a complete and accurate description of the offered products, digital content and/or services. The description is sufficiently detailed to enable the consumer to make a proper assessment of the offer. If Horsten uses images then they provide a truthful representation of the offered products, services and/or digital content. Apparent mistakes or apparent errors in the offer do not have binding effect on Horsten.
3. Each and every offer contains such information that it is clear to the consumer what the rights and obligations are that are associated with the acceptance of the offer.

Article 5 – The agreement

1. The agreement is, subject to the provisions set forth in paragraph 4, concluded at the moment of acceptance by the consumer of the offer and compliance with the relevantly imposed conditions. The Dutch text of the general terms and conditions shall always be decisive for the interpretation of the agreement.
2. If the consumer accepted the offer electronically then Horsten forthwith confirms the receipt of the acceptance of the offer electronically. As long as the receipt of the said acceptance has not been confirmed by Horsten, the consumer can rescind the agreement.
3. If the agreement is concluded electronically then Horsten shall take appropriate technical and organisational measures to secure the electronic transfer of data and Horsten provides for a secure web environment. If the consumer can pay electronically then Horsten shall observe relevantly appropriate security measures.
4. Within statutory bounds Horsten can enquire after the fact if the consumer can comply with his payment obligations as also after the facts and factors that are important for responsible conclusion of the distance agreement. If on the basis of the said enquiry Horsten has good grounds not to conclude the agreement then Horsten is entitled to reject an order or request in a substantiated manner or to impose special terms and conditions on the implementation.

5. Horsten shall at the latest on delivery of the product, the service or digital content send the following information, in writing or otherwise in a manner that it can be stored by the consumer in an accessible manner on a sustainable data carrier, to the consumer:
 - a. the visiting address of the establishment of Horsten that the consumer can contact in case of complaints;
 - b. the terms and conditions including and the method that the consumer can rely on the right of withdrawal or a clear indication regarding the exclusion of the right of withdrawal;
 - c. the information about warranties and existing service after purchase;
 - d. the price including any and all taxes of the product, service or digital content; where applicable to the costs of delivery; and the method of payment, delivery or implementation of the distance agreement;
 - e. the requirements for termination of the agreement if the agreement has a term of more than six months or is of an open term;
 - f. if the consumer has a right of withdrawal, the model form for withdrawal.

Article 6 – Right of withdrawal

In case of products:

1. The consumer can rescind an agreement with regard to the purchase of a product during a reflection period of at least 14 days without stating reasons. Horsten may ask the consumer for the reason of the withdrawal but cannot hold the consumer to specification of his reason(s).
2. The reflection period as intended in paragraph 1 starts on the day after the consumer, or a third party designated in advance by the consumer, not being the carrier, has received the product, or:
 - a. if the consumer ordered multiple products in the same order: the day when the consumer, or a third party designated by the consumer, received the last product. Horsten can, provided that it clearly informed the consumer accordingly prior to the ordering process, reject an order of multiple products with different delivery periods;
 - b. if the delivery of a product consists of a product of different shipments or parts: the day when the consumer, or a third party designated by the consumer, received the last shipment or the last part;
 - c. in case of agreements for regular delivery of products during a certain period of time: the day when the consumer, or a third party designated by the consumer, received the first product.

Extended reflection period for products, services and digital content that is not delivered on a tangible carrier in case of missing information about the right of withdrawal:

3. If Horsten fails to provide the consumer with the statutorily mandatory information about the right of withdrawal or the model form for withdrawal then the reflection period expires twelve months after the end of the original reflection period established in accordance with the previous paragraphs of this article.
4. If Horsten provides the information as intended in the previous paragraph to the consumer within twelve months after the state date of the original reflection period then the reflection period expires 14 days after the day that the consumer received the said information.

Article 7 – Obligations of the consumer during the reflection period

1. During the reflection period the consumer shall handle the product and the packaging diligently. He shall only unpack or use the product to the degree that is required to determine the nature, the characteristics and the functioning of the product. The guiding principle in this respect is that the consumer can only use and inspect the product in the manner that he could do this in a shop.
2. The consumer shall only be liable for a decrease in value of the product that is the result of a way

that the product is handled that goes beyond what is permitted in paragraph 1.

3. The consumer shall not be liable for a decrease in value of the product if Horsten did not provide all statutorily mandatory information about the right of withdrawal before or upon the conclusion of the agreement.

Article 8 – Exercising the right of withdrawal by the consumer and associated costs

1. If the consumer relies on his right of withdrawal then he reports this to Horsten within the reflection period by means of the model form for withdrawal or in another unambiguous manner.
2. As soon as possible, however within 14 days from the day following the notification as intended in paragraph 1, the consumer returns the product or hands this over to (an authorised representative of) Horsten. This is not required if Horsten offered to pick up the product. The consumer did in any case observe the deadline for the return if he returns the product before the reflection period has expired.
3. The consumer returns the product with all also delivered accessories, where reasonably possible in the original condition and packaging, and in conformity with the reasonable and clear instructions given by Horsten.
4. The risk and the onus of proof for exercising the right of withdrawal in a correct and timely fashion are vested in the consumer.
5. The consumer bears the direct costs of the return of the product. If Horsten did not report that the consumer must bear these costs or if Horsten indicates to bear the costs then the consumer does not need to bear the costs for the return.
6. The consumer does not bear any costs for the full or partial delivery of digital content not delivered on a tangible carrier if:
 - a. prior to the delivery he did not expressly agree with the start of the compliance with the agreement before the end of the reflection period;
 - b. he did not acknowledge that he would lose his right of withdrawal when giving consent; or
 - c. Horsten failed to confirm this declaration of the consumer.
7. If the consumer relies on his right of withdrawal then any and all additional agreements are rescinded by operation of law.

Article 9 – Obligations of Horsten in case of withdrawal

1. If Horsten makes notification of withdrawal by the consumer possible in an electronic manner then after receipt of the said notification Horsten immediately sends a confirmation of receipt.
2. Horsten reimburses any and all payments of the consumer, including potential delivery costs charged by Horsten for the returned product, forthwith however within 14 days following the day when the consumer informs Horsten of the withdrawal. Unless Horsten offers to pick up the product, it can wait with the repayment until it has received the product back or until the consumer demonstrates that he has returned the product, depending on what occurs first.
3. Horsten uses the same payment method for the repayment as used by the consumer, unless the consumer agrees with a different method. The repayment is free of charge for the consumer.
4. If the consumer opted for a more expensive method of delivery than the cheapest standard delivery then Horsten does not need to repay the additional costs for the more expensive method.

Article 10 – Exclusion of the right of withdrawal

Horsten can exclude the following products and services from the right of withdrawal however only if Horsten clearly indicated this with the offer, at least in a timely fashion prior to the conclusion of the agreement:

1. Products or services of which the price is bound by fluctuations on the financial market that are beyond the control of Horsten and that may occur within the reflection period;

2. Agreements that were concluded during a public auction. A public auction is understood as a sales method where products, digital content and/or services are offered by Horsten to the consumer who is personally present or who has the possibility of personally being present at the auction, under the authority of an auctioneer, and where the successful bidder is held to purchase the products, digital content and/or services ;
3. Agreements for the provision of services, after complete performance of the services, however only if:
 - a. the implementation started with express prior consent of the consumer; and
 - b. the consumer declared that he loses his right of withdrawal as soon as Horsten has fully implemented the agreement.
4. Products manufactured according to specifications of the consumer, which were not prefabricated and which are manufactured on the basis of an individual choice or decision of the consumer, or which are clearly meant for a specific person;
5. Products that are, after delivery, due to their nature mixed irrevocably with other products;
6. The delivery of digital content other than on a tangible carrier, however only if:
 - a. the implementation started with express prior consent of the consumer; and
 - b. the consumer declared that he thus loses his right of withdrawal.

Article 11 – The price

1. During the validity specified in the offer the prices of the offered products and/services are not increased, barring price increases as a result of changes in VAT rates.
2. In derogation from the previous paragraph, Horsten can offer products or services of which the prices are bound by fluctuations on the financial market and that are beyond the control of Horsten with variable prices. The said binding effect of fluctuations and the fact that potentially specified prices are target prices is mentioned in the offer.
3. Price increases within 3 months after the conclusion of the agreement are only permitted if they are the consequence of statutory schemes or provisions.
4. Price increases from 3 months after the conclusion of the agreement are only permitted if Horsten stipulated this and:
 - a. they are the result of statutory schemes or provisions; or
 - b. the consumer is authorised to terminate the agreement effective from the day that the price increase takes effect.
5. The prices of products or services mentioned in the offer are inclusive of VAT.

Article 12 – Compliance with the agreement and additional warranty

1. Horsten warrants that the products and/or services comply with the agreement, the specifications mentioned in the offer, the reasonable requirements of reliability and/or usability and the statutory provisions and/or official rules existing on the date of the conclusion of the agreement. If stipulated then Horsten also warrants that the product is suitable for use other than normal use.
2. An additional warranty given by Horsten, its supplier, manufacturer or importer shall never limit the statutory rights and claims that the consumer can enforce vis-à-vis Horsten pursuant to the agreement if Horsten failed to comply with its part of the agreement.
3. An additional warranty is understood as each and every obligation of Horsten, its supplier, importer or producer where the consumer is granted certain rights or claims that exceed those to which Horsten is held by law in case Horsten failed to comply with its part of the agreement.
4. Minor differences in colour, optics and other deviations that are, due to their nature, inherent to the characteristics of the components of which the Product consists or deviations that are

5. A warranty is not provided if defects are the result of:
 - a. normal wear and tear;
 - b. injudicious use;
 - c. not or incorrectly performed maintenance;
 - d. installation, assembly, change or repair by the Buyer or by third parties

Article 13 – Delivery, implementation and reservation of title

1. Horsten shall observe the utmost diligence when taking receipt of and when implementing orders for products and when assessing requests for the provision of services.
2. The address that the consumer communicated to Horsten is qualified as the place of delivery.
3. In consideration of the provisions set forth about this in article 4 of these general terms and conditions, Horsten shall implement accepted orders expeditiously however at the latest within 30 days, unless a different delivery period was agreed on. If the delivery is subject to a delay or if an order cannot be implemented or only partly then the consumer receives notification of this at the latest 30 days after he has placed the order. The consumer is in that case entitled to rescind the agreement without costs.
4. After rescission in conformity with the previous paragraph Horsten shall immediately repay the amount that the consumer paid.
5. The risk of damage to and/or loss of products is vested in Horsten up to the moment of delivery to the consumer or a previously designated representative communicated to Horsten, unless expressly stipulated otherwise.
6. Any and all products remain the property of Horsten up to the moment of payment in full by the Buyer of everything payable to Horsten, including claims on account of a failure to comply with an Agreement (including interest, costs and penalties), all within the meaning of section 92 of Book 3 of the Dutch Civil Code (reservation of title).
7. The consumer is not entitled to sell, transfer or encumber the products with any limited right or to lease or otherwise surrender the use of the same to a third party or to move or transport the same as long as Horsten has reserved the title with regard to the products.
8. As long as the products fall under the reservation of title of Horsten, the consumer is held to keep the products in their original form and he is not authorised to change them, neither through specification, accession or merger.
9. The consumer is held to inform third parties (e.g. administrators and attaching parties who claim a right with regard to the products in respect of which Horsten has reserved the title) in writing of the reservation of title of Horsten. As the occasion arises the consumer must forthwith inform Horsten accordingly in writing.

Article 14 – Continuing performance transaction: term, termination and renewal*Termination:*

1. The consumer can always terminate an agreement that was concluded for an open term and that extends to the regular delivery of products or services, in consideration of the relevantly stipulated notice rules and a notice period of at most one month.
2. The consumer can always terminate an agreement that was concluded for a fixed term and that extends to the regular delivery of products or services effective from the end of the fixed term, in consideration of the relevantly stipulated notice rules and in consideration of a notice period of at most one month.
3. With regard to the agreements as intended in the previous paragraphs the consumer can:
 - a. always terminate and not be limited in termination to a certain time or during a

certain period;

- b. at least terminate in the same manner that they were concluded by him;
- c. always terminate with the same notice period as Horsten stipulated for itself.

Renewal:

- 4. An agreement that was concluded for a fixed term and that extends to the regular delivery of products (including electricity) or services cannot be renewed automatically or be renewed for a fixed term.
- 5. In derogation from the previous paragraph an agreement that was concluded for a fixed term and that extends to the regular delivery of newspapers, magazines and journals can be renewed automatically for a fixed term of at most three months if the consumer can terminate the said renewed agreement effective from the end of the renewal, in consideration of a notice period of at most one month.
- 6. An agreement that was concluded for a fixed term and that extends to the regular delivery of products or services can only be renewed automatically for an open term if the consumer can always terminate in consideration of a notice period of at most one month. The notice period is at most three months if the agreement extends to the regular, however less than once a month, delivery of newspapers, journals and magazines.
- 7. An agreement with a limited term for the regular introductory delivery of newspapers, magazines, weeklies and journals (trial or introductory subscription) is not continued automatically and *automatically comes to an end after expiry of the trial or introductory period.*

Term:

- 8. If an agreement has a term of more than six months then the consumer can always terminate the agreement after a year in consideration of a notice period of at most one month, unless the principles of reasonableness and fairness oppose to termination before the end of the stipulated term.

Article 15 – Payment

- 1. To the extent not determined otherwise in the agreement or additional terms and conditions, the amounts payable by the consumer must be paid within 14 days after the start of the reflection period or, if a reflection period is absent, within 14 days after the conclusion of the agreement. In case of an agreement for the provision of a service, the said time limit starts on the day after the consumer has received the confirmation of the agreement.
- 2. The consumer is held to forthwith report inaccuracies in provided or specified payments details to Horsten.
- 3. If the consumer does not comply with his payment obligation(s) in a timely fashion he is, after having been pointed to the late payment by Horsten and Horsten has given the consumer a 14-day period to yet pay the payable amount, liable to pay the statutory interest and Horsten is entitled to charge the extrajudicial collection costs incurred by the sae. The said collection costs amount to at most: 15% on outstanding amounts up to € 2,500,00; 10% on the subsequent € 2,500.00 and 5% on the subsequent € 5,000.00, with a minimum of € 40.00. Horsten may deviate from these amounts and percentages for the benefit of the consumer

Article 16 – Complaints procedure

- 1. The consumer must inspect the products and/or delivered services immediately after delivery, as soon as possible. Potential complaints about defects with regard to the products or services must be reported to Horsten at the latest within 14 days after delivery. Defects that can reasonably not be detected within the aforementioned time limit must be reported to Horsten in writing and in a substantiated manner immediately after detection and at the latest within fourteen days. Failing a timely complaint any and all claims of the consumer regarding defects of

- the products or services expire.
2. Complaints submitted to Horsten are answered within a time limit of 14 days, calculated from the date of receipt. If a complaint requires a foreseeably longer processing time then an answer is provided with a message and an indication when the consumer can expect a more extensive answer.
 3. The consumer must in any case give Horsten 4 weeks to solve the complaint by joint consultation. After this time limit a dispute arises that is susceptible to the dispute settlement rules.

Article 17 – Applicable law and disputes

1. Dutch law is exclusively applicable to agreements between Horsten and the consumer to which these general terms and conditions are related. The applicability of the Vienna Sales Convention (CISG) is excluded.
2. Any and all disputes that arise as a result of the agreement concluded by and between the consumer and Horsten are exclusively settled by the court with statutory jurisdiction.

Model form for rescission / withdrawal

Only fill in and return this form if you want to rescind / withdraw from the agreement.

To: Burkely, sent by email to klantenservice@burkely.nl

I / We* hereby inform you that I / we want to withdraw from my / our* agreement regarding the sale of the following products: [specification of product]* the delivery of the following digital content: [specification of digital content]* the performance of the following service: [specification of service]*

ordered on* / received on * / order number * [date of order in case of services or date of receipt in case of products]

[Name consumer(s)]

[Address consumer(s)]

[Signature consumer(s)] (only if this form is submitted in hard copy)

*Delete as applicable or fill in as applicable.