

GENERAL TERMS AND CONDITIONS of BiNKi (consumers)

Article 1: Definitions

1.1 In the absence of explicit statement to the contrary, the terms used in these general terms and conditions are defined as follows.

Consumer: The user's other party to the contract, who is a natural person and is not acting in the course of his profession or business, who which the trader sells and delivers, and for whom the trader renders services should the need arise, etc.;

Contract: The contract between the trader and the consumer;

Day: Calendar day;

Durable medium: Every means – including emails – that enables a consumer or trader to store information that is addressed to him in person in a way that facilitates its future use or consultation during a period that is in keeping with the objective for which the information is intended, and which facilitates the unaltered reproduction of the stored information;

Products: All products to be sold by trader to consumer that are included in the contract;

Right of withdrawal: The possibility for a consumer to waive a distance contract within the withdrawal period;

Technique for distance communication: Means that can be used for communication regarding the offer made by the trader and concluding a contract, without the necessity of the consumer and trader being in the same place at the same time.

Trader: BiNKi the trader of these general terms and conditions;

Withdrawal period: The period within which a consumer can make use of his right of withdrawal.

Article 2: Identity of the trader

2.1 Name trader: Binki

2.2 Registered address: Laan van Chartroise 201, 3552 ET Utrecht, The Netherlands

2.3 Telephone number and time(s) at which the trader can be contacted by telephone: +31 (0)683697671 (9.00am-5pm on working days)

2.4 Email address: hello@binki.co

2.5 Chamber of Commerce number: 66917522

2.6 VAT identification number: NL157539751B01

Article 3: Scope of Application

3.1 These general terms and conditions are applicable to all legal relationships between the trader and the consumer, including all offers, quotations and agreements between the trader and the consumer to which the trader has

- declared these terms and conditions applicable, insofar as these conditions have not been expressly departed from in writing by the parties.
- 3.2 Prior to the conclusion of a distance contract, the text of these general terms and conditions will be made available to the consumer. If this is not reasonably possible, the trader will indicate, before the distance contract is concluded, in what way the general terms and conditions are available for inspection at the trader's premises and that they will be sent free of charge to the consumer, as quickly as possible, at the consumer's request.
 - 3.3 If the distance contract is concluded electronically, then, contrary to the previous paragraph, and before the distance contract is concluded, the consumer will be provided with the text of these general terms and conditions electronically, in such a way that the consumer can easily store them on a durable data carrier. If this is not reasonably possible, then before concluding the distance contract, the trader will indicate where the general terms and conditions can be inspected electronically and that at his request they will be sent to the consumer free of charge, either electronically or in some other way.
 - 3.4 Departures from these general terms and conditions are valid exclusively if expressly agreed in writing.
 - 3.5 Consumer is obligated to accept these general terms and conditions before accepting the contract. Refusing the general terms and conditions cannot result in a contract, unless explicitly agreed upon in writing.

Article 4: The offer

- 4.1 If an offer is subject to a limited period of validity or is made subject to conditions, this will be explicitly mentioned in the offer.
- 4.2 The offer contains a complete and accurate description of the products being offered. The description is sufficiently detailed to enable the consumer to make a proper assessment of the offer. If the trader makes use of illustrations, these will be a true representation of the products being offered. The trader is not bound by obvious errors or mistakes in the offer.
- 4.3 Every offer contains information that makes it clear to the consumer what rights and obligations are related to the acceptance of the offer.

Article 5: The contract

- 5.1 The contract will be concluded, subject to that which is stipulated in article 4, at the moment at which the consumer accepts the offer and the conditions thereby stipulated have been fulfilled.
- 5.2 If the consumer has accepted the offer electronically, the trader will immediately confirm receipt of acceptance of the offer electronically. The consumer can dissolve the contract as long as this acceptance has not been confirmed by the trader.
- 5.3 If the contract is concluded electronically, the trader will take suitable technical and organizational measures to secure the electronic transfer of data and he will ensure a safe web environment. If the consumer is able to pay electronically, the trader will take suitable security measures.
- 5.4 The trader may obtain information – within statutory frameworks – about the consumer's ability to fulfil his payment obligations, as well as about facts and factors that are important for the responsible conclusion of the distance contract.

If that research gives the trader proper grounds for declining to conclude the contract, then he has a right, supported by reasons, to reject an order or application or to bind its implementation to special conditions.

- 5.5 The trader will send to a consumer, at the latest when delivering a product, the following information, in writing, or in such a way that the consumer can store it on an accessible durable medium:
 - 5.5.1 the office address of the trader's business location where the consumer can lodge complaints;
 - 5.5.2 the conditions under which the consumer can make use of the right of withdrawal and the method for doing so, or a clear statement relating to preclusion from the right of withdrawal;
 - 5.5.3 information on guarantees and existing after-sales service;
 - 5.5.4 the price, including all taxes on the product; the costs of delivery insofar as applicable, and the method of payment, delivery or implementing the distance contract;
 - 5.5.5 if the consumer has a right of withdrawal, the model form for right of withdrawal.

Article 6: Right of withdrawal

- 6.1 When purchasing products, a consumer has the right to dissolve a contract, without giving reasons, during a period of at least 14 days. The trader is allowed to ask a consumer for the reason of this dissolution, but the consumer is under no obligation to state his/her reason(s).
- 6.2 The period stipulated in paragraph 6.1 commences on the day after the product was received by the consumer, or a third party designated by the consumer, who is not the transporting party, or:
 - 6.2.1 if the consumer has ordered several products: the day on which the consumer, or a third party designated by the consumer, received the last product. The trader may refuse a single order for several products with different delivery dates, provided he clearly informed the consumer of this prior to the ordering process;
 - 6.2.2 if the delivery of a product involves different deliveries or parts: the day on which the consumer, or a third party designated by the consumer, received the last delivery or the last part.

Article 7: Consumers' obligations during the withdrawal period

- 7.1 During the withdrawal period, the consumer shall treat the product and its packaging with care. He shall only unpack or use the product in as far as necessary in order to assess the nature, characteristics and efficacy of the product. The point of departure here is that the consumer may only handle and inspect the product in the same way that he would be allowed in a shop. If the product is decreased in quality and/or the original labels are removed, the trader has the right to charge the sales price of the product or to not give a refund.
- 7.2 The consumer is only liable for the product's devaluation that is a consequence of his handling the product other than as permitted in paragraph 7.1.

Article 8: Consumers who exercise their right of withdrawal and the costs involved

- 8.1 A consumer who wants to exercise his right of withdrawal shall report this to the trader, within the withdrawal period, by means of the model form for right of withdrawal or in some other unequivocal way.
- 8.2 As quickly as possible, but no later than 14 days after the day of reporting as referred to in paragraph 6.1, the consumer shall return the product, or hand it over to (a representative of) the trader. This is not necessary if the trader has offered to collect the product himself. The consumer will in any case have complied with the time for returning goods if he sends the product back before the withdrawal period has lapsed.
- 8.3 The consumer returns the product with all relevant accessories, if reasonably possible in the original state and packaging, and in accordance with the reasonable and clear instructions provided by the trader.
- 8.4 The risk and the burden of proof for exercising the right of withdrawal correctly and in time rest upon the consumer.
- 8.5 The consumer bears the direct costs of returning the product. If the trader has not declared that the consumer shall bear these costs or if the trader indicates a willingness to bear these costs himself, then the consumer shall not be liable to bear the costs of returning goods.
- 8.6 If the consumer exercises his right of withdrawal, all supplementary agreements will be legally dissolved.

Article 9: Traders' obligation in a case of withdrawal

- 9.1 If the trader makes it possible for a consumer to declare his withdrawal via electronic means, then after receiving such a declaration, he sends immediate confirmation of receipt.
- 9.2 The trader reimburses the consumer immediately with all payments, including any delivery costs the trader charged for the returned product, though at the latest within 14 days after the day on which the consumer reported the withdrawal. Except in cases in which the trader has offered to retrieve the product himself, he can postpone refunding until he has received the product, or until the consumer proves he has returned the product, depending on which occurs earlier.
- 9.3 If the consumer chose an expensive method of delivery in preference to the cheapest standard delivery, the trader does not have to refund the additional costs of the more expensive method.

Article 10: The price

- 10.1 During the period of validity indicated in the offer, the prices of the products being offered will not be increased, except for price changes in VAT-tariffs.
- 10.2 Prices stated in offers of products are in Euro's, include VAT and excluding shipping costs, unless explicitly agreed upon in writing.
- 10.3 The contribution in the shipping costs are stated separately to the consumer, before the offer is accepted. This contribution can be dependent on the size of the order and/or the location of delivery.

Article 11: Contract fulfilment and extra guarantee

- 11.1 The trader guarantees that the products fulfil the contract, the specifications stated in the offer, the reasonable requirements of reliability and/or serviceability and the statutory stipulations and/or government regulations that existed on the date that the contract was concluded. If agreed the trader also guarantees that the product is suited for other than normal designation.
- 11.2 An extra guarantee arrangement offered by the trader, manufacturer or importer can never affect the statutory rights and claims that a consumer can enforce against the trader on the grounds of the contract if the trader failed to fulfil his part in the contract.
- 11.3 An extra guarantee is defined as every commitment of a trader, his supplier, importer or manufacturer that grants a consumer rights or claims, in excess of those provided by law, for the event that he fails to fulfil his part in the contract.

Article 12: Supply and implementation

- 12.1 The trader will take the greatest possible care when receiving and implementing orders for products.
- 12.2 The place of delivery is deemed to be the address that the consumer makes known to the company.
- 12.3 In the event that the consumer has stated an incorrect address for delivery, the trader has the right to charge additional shipping costs to the consumer.
- 12.4 Taking into consideration that which is stated in article 4 of these general terms and conditions, the company will implement accepted orders with efficient expedition, though at the latest within 30 days, unless a different period of delivery has been agreed. If delivery suffers a delay, or if the delivery cannot be implemented, or only partially, the consumer will be informed about this at the latest 30 days after the order was placed. In this case, the consumer has a right to dissolve the contract free of charge and a right to possible damages.
- 12.5 Following dissolution in accordance with the previous paragraph, the trader refunds the consumer immediately the sum he had paid.
- 12.6 The risk of damage and/or loss of products rests upon the trader up to the moment of delivery to the consumer or a representative previous designated by the consumer and announced to the trader, unless this has explicitly been agreed otherwise.

Article 13: Payment

- 13.1 As far as no other date is stipulated in the contract or supplementary conditions, sums payable by the consumer should be paid within 14 days after commencement of the withdrawal period, or in the absence of a withdrawal period within 14 days after the conclusion of the contract.
- 13.2 When selling products to consumers, the general terms and conditions may never stipulate an advance payment in excess of 50%. Where advance payment is stipulated, the consumer cannot invoke any rights whatsoever in relation to the implementation of the order in question before the stipulated advance payment has been made.
- 13.3 The consumer is obliged to report immediately to the trader any inaccuracies in payment data provided or stated.

Article 14: Reservation of ownership

14.1 The trader will remain full ownership of the product until the moment the sales price is paid in full.

Article 15: Intellectual property rights

15.1 The intellectual property rights with regards to writing, images, graphics, datafiles, pictures and other (moving or non-moving) imagery, formats, software, brands, domain names and other material, resulting from the website rest with the trader.

15.2 Consumer is not entitled to publish or duplicate (any parts of) the website in any way. Consumer cannot make changes to the delivered products, unless explicitly agreed upon in writing. Consumer can only apply a hyperlink to the website for strictly informative purposes for (potential) customers. The application of a hyperlink for any other purpose, like a commercial purpose, is strictly forbidden.

Article 16: Applicable law and disputes

16.1 All legal relationships between the trader and the consumer to which these general conditions apply shall be governed by the laws of the Netherlands.

16.2 Complaints about the execution of the contract should be described clearly and complete to the trader within a reasonable time after the consumer has detected the defect.

16.3 Submitted complaints will be answered within 14 days, calculated from the day of receipt of the complaint. If a complaint takes longer to process, the trader will inform the consumer within 14 days with a notification of receipt of the complaint and an indication of a timeframe when the customer can expect a more elaborate answer.

16.4 All disputed concerning the contract or the execution of the contract between the trader and the consumer, that cannot be solved by mutual consultation, are presented to the court in the trader's place of establishment.

Rights can only be derived on the basis of the Dutch version of these general terms and conditions.