

## Terms & Conditions - Neutral Version

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### Article 1 - Definitions

For the purposes of these terms and conditions, the following definitions apply:

1. **Additional agreement:** an agreement in which the consumer acquires products, digital content and/or services in connection with a distance contract and these goods, digital content and/or services are supplied by the entrepreneur or by a third party on the basis of an agreement between that third party and the entrepreneur;
2. **Cooling-off 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 trade, business, craft or profession;
4. **Day:** calendar day;
5. **Digital content:** data produced and delivered in digital form;
6. **Continuing performance agreement:** an agreement that aims at the regular delivery of goods, services and/or digital content during a certain period of time;
7. **Durable data carrier:** any tool - including e-mail - that enables the consumer or entrepreneur to store information addressed to him personally in a way that allows future consultation or use for a period of time appropriate to the purpose for which the information is intended, and that allows the unchanged reproduction of the information stored;
8. **Right of withdrawal: the consumer's ability to withdraw from the distance contract within the cooling-off period;**
9. **Entrepreneur:** the natural or legal person who offers products, (access to) digital content and/or services to consumers at a distance;
10. **Distance contract:** an agreement concluded between the entrepreneur and the consumer within the framework of an organised system for distance selling of products, digital content and/or services, whereby one or more techniques for distance communication are used exclusively or partly up to and including the conclusion of the agreement;
11. **Model Withdrawal Form:** the European Model Withdrawal Form set out in Annex I of these Terms and Conditions. Annex I does not have to be made available if the consumer does not have a right of withdrawal in respect of his order;
12. **Distance communication technology:** means that can be used to conclude a contract, without the need for the consumer and entrepreneur to be together in the same room at the same time.

### Article 2 - Identity of the entrepreneur

I. Bruné Classic Ship Service  
Bickersgracht 51 1013 GL Amsterdam  
+31651475442  
E-mail address: info@brune.nu  
KvK number: 34313413

VAT identification number: NL001525209B50

If the trader's activity is subject to a relevant authorisation scheme: the information about the supervisory authority.

If the entrepreneur exercises a regulated profession:

- the professional association or organisation to which he or she is a member;
- the professional title, the place in the EU or the European Economic Area where it was awarded;
- a reference to the professional rules that apply in the Netherlands and instructions on where and how these professional rules can be accessed.

### **Article 3 - Applicability**

1. These general terms and conditions apply to every offer made by the entrepreneur and to every distance agreement concluded between the entrepreneur and the consumer.
2. Before the distance contract is concluded, the text of these general terms and conditions is made available to the consumer. If this is not reasonably possible, the entrepreneur will indicate before the distance agreement is concluded, how the general terms and conditions can be viewed at the entrepreneur's premises and that they will be sent free of charge as soon as possible at the consumer's request.
3. If the distance contract is concluded electronically, the text of these general terms and conditions may be made available to the consumer electronically in such a way that it can be easily stored by the consumer on a durable data carrier before the distance contract is concluded. If this is not reasonably possible, it will be indicated before the distance contract is concluded where the general terms and conditions can be taken cognizance of electronically and that they will be sent free of charge at the consumer's request by electronic means or by other means.
4. In the event that, in addition to these general terms and conditions, specific product or service terms and conditions also apply, 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 subject to conditions, this will 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 allow a proper assessment of the offer by the consumer. If the entrepreneur uses images, they are a true representation of the products, services and/or digital content offered. Obvious mistakes or obvious errors in the offer are not binding on the entrepreneur.
3. Each offer contains information in such a way that it is clear to the consumer what the rights and obligations are that are attached to the acceptance of the offer.

### **Article 5 - The Agreement**

1. Subject to the provisions of paragraph 4, the agreement is concluded at the moment of acceptance by the consumer of the offer and the fulfilment of the conditions set thereby.
2. If the consumer has accepted the offer by electronic means, the entrepreneur will immediately confirm receipt of the acceptance of the offer by electronic means. 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 secure the electronic transfer of data and shall ensure a secure web environment. If the consumer can pay electronically, the entrepreneur will take appropriate security measures to this end.
4. Within legal frameworks, the entrepreneur can find out whether the consumer can meet his payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the distance contract. If, on the basis of this investigation, the entrepreneur has good reasons not to enter into the agreement, he is entitled, stating reasons, to refuse an order or request or to attach special conditions to the execution.
5. At the latest upon delivery of the product, service or digital content to the consumer, the entrepreneur shall send the following information, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable data carrier:

- a. the visiting address of the entrepreneur's establishment where the consumer can go with complaints;
  - b. the conditions under which and the manner in which the consumer can exercise the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
  - c. the information about warranties and existing after-sales service;
  - d. the price including all taxes of the product, service or digital content; where applicable, the cost of delivery; and the method of payment, delivery or performance of the distance contract;
  - e. the requirements for termination of the contract if the contract 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.
6. In the case of a long-term transaction, the provision in the previous paragraph only applies to the first delivery.

## **Article 6 - Right of withdrawal**

*For products:*

1. The consumer can dissolve an agreement regarding the purchase of a product during a cooling-off period of at least 14 days without giving reasons. The entrepreneur may ask the consumer for the reason for withdrawal, but not oblige him to state his reason(s).
2. The cooling-off period referred to in paragraph 1 shall start on 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 the same order: the day on which the consumer, or a third party designated by him, has received the last product. The entrepreneur may, provided that he has clearly informed the consumer about this prior to the ordering process, refuse an order for several products with a different delivery time.
  - b. if the delivery of a product consists of several shipments or parts: the day on which the consumer, or a third party designated by him, has received the last shipment or part;
  - c. in the case of contracts for the regular supply of products for a certain period: the day on which the consumer, or a third party designated by him, received the first product.

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

3. The consumer may terminate a service contract and a contract for the supply of digital content that has not been delivered on a tangible medium for a minimum of 14 days without giving reasons. The entrepreneur may ask the consumer for the reason for withdrawal, but not oblige him to state his reason(s).
4. The cooling-off period referred to in paragraph 3 shall commence on the day following the conclusion of the agreement.

*Extended cooling-off period for products, services and digital content that has not been delivered on a tangible medium in the event of failure to inform about the 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 twelve months after the end of the original cooling-off period determined in accordance with the previous paragraphs of this article.
6. If the entrepreneur has provided the consumer with the information referred to in the previous paragraph within twelve months of the commencement date of the original cooling-off period, the cooling-off period will expire 14 days after the day on which the consumer received that information.

## **Article 7 - Obligations of the consumer during the cooling-off period**

1. During the cooling-off period, the consumer will handle the product and its packaging with care. He will only extract 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 any 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 entrepreneur has not provided him with all legally required information about the right of withdrawal before or at the conclusion of the agreement.

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

1. If the consumer makes use of his right of withdrawal, he will report this to the entrepreneur within the cooling-off 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 shall return the product or hand it over to (an authorised representative of) the entrepreneur. This is not necessary if the entrepreneur has offered to pick up the product himself. In any case, the consumer has complied with the return period if he returns the product before the cooling-off period has expired.
3. The consumer returns the product with all accessories supplied, if reasonably possible in original condition and packaging, and in accordance with the reasonable and clear instructions provided by the entrepreneur.
4. The risk and the 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 entrepreneur has not reported that the consumer must bear these costs or if the entrepreneur indicates that he will bear the costs himself, the consumer does not have to bear the costs for return.
6. If the consumer revokes after having first explicitly requested that the provision of the service or the supply of gas, water or electricity that have not been prepared for sale in a limited volume or certain quantity starts during the cooling-off period, the consumer will owe the entrepreneur an amount proportional to that part of the obligation that has been fulfilled by the entrepreneur at the time of withdrawal, full performance of the undertaking.
7. The consumer shall not bear any costs for the performance of services or the supply of water, gas or electricity, which have not been put up for sale in a limited volume or quantity, or for the supply of district heating, if:
  - a. the entrepreneur has not provided the consumer with the legally required information about the right of withdrawal, the reimbursement of costs in the event of withdrawal or the model withdrawal form, or;
  - b. the consumer has not explicitly requested the start of the performance of the service or the supply of gas, water, electricity or district heating during the cooling-off period.
8. The consumer shall not bear the costs of the total or partial supply of digital content not supplied on a tangible medium, if:
  - a. prior to the delivery of the agreement, he did not expressly agree to the commencement of the performance of the agreement before the end of the cooling-off period;
  - b. he has not acknowledged that he will lose his right of withdrawal when he or she gives his consent; or
  - c. The entrepreneur failed to confirm this statement by the consumer.
9. If the consumer makes use of his right of withdrawal, all supplementary agreements will be terminated by operation of law.

#### **Article 9 - Obligations of the entrepreneur in the event of withdrawal**

1. If the entrepreneur enables the notification of withdrawal by the consumer electronically, he will immediately send an acknowledgement of receipt after receipt of this notification.
2. The entrepreneur will reimburse all payments made by the consumer, including any delivery costs charged by the entrepreneur for the returned product, without delay but within 14 days following the day on which the consumer notifies him of the withdrawal. Unless the entrepreneur offers to collect the product himself, he may wait to refund until he has received the product or until the consumer proves that he has returned the product, whichever is earlier.
3. The entrepreneur uses the same means of payment that the consumer used for reimbursement, unless the consumer agrees to a different method. The refund is free of charge for the consumer.
4. If the consumer has opted for a more expensive method of delivery than the cheapest standard delivery, the entrepreneur does not have to reimburse the additional costs for the more expensive method.

#### **Article 10 - Exclusion of the right of withdrawal**

The entrepreneur can exclude the following products and services from the right of withdrawal, but only if the entrepreneur has clearly stated this in the offer, at least in time before the conclusion of the agreement:

1. Products or services whose price is subject to fluctuations in the financial market over which the entrepreneur has no influence and which may occur within the withdrawal period;

2. Agreements concluded during a public auction. A public auction is defined as a sales method in which products, digital content and/or services are offered by the entrepreneur to the consumer who is personally present or has the opportunity to be present in person at the auction, under the direction of an auctioneer, and where 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. the performance has begun with the express prior consent of the consumer; and
  - b. the consumer has declared that he loses his right of withdrawal as soon as the entrepreneur has fully performed the agreement;
4. Package holidays as referred to in Article 7:500 of the Dutch Civil Code and contracts for the carriage of passengers;
5. Service contracts for the provision of accommodation, if the contract provides for a specific date or period of performance and other than for residential purposes, transport 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 consumer specifications, which are not prefabricated and which are manufactured on the basis of an individual choice or decision of 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 which are not suitable for return for reasons of health protection or hygiene and whose seal has been broken after delivery;
10. Products that are irrevocably mixed with other products after delivery;
11. Alcoholic beverages of which the price has been agreed at the conclusion of the contract, but of which the delivery can only take place after 30 days, and the actual value of which depends on fluctuations in the market over which the entrepreneur has no influence;
12. Sealed audio, video recordings and computer software, the seal of which has been broken after delivery;
13. Newspapers, periodicals or magazines, with the exception of subscriptions thereto;
14. The supply of digital content other than on a tangible medium, but only if:
  - a. the performance has begun with the express prior consent of the consumer; and
  - b. The consumer has declared that he thereby loses his right of withdrawal.

#### **Article 11 - The price**

1. During the period of validity stated in the offer, the prices of the products and/or services offered will not be increased, except for price changes due to changes in VAT rates.
2. By way of derogation from 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 fact that there are fluctuations and the fact that any prices quoted are indicative prices are indicated in the offer.
3. Price increases within 3 months after the conclusion of the agreement are only permitted if they are the result of legal regulations or provisions.
4. Price increases from 3 months after the conclusion of the agreement are only permitted if the entrepreneur has stipulated this and:
  - a. they are the result of legal regulations or provisions; or
  - b. the consumer has the right to terminate the agreement with effect from the day on which the price increase takes effect.
5. The prices mentioned in the offer of products or services include VAT.

#### **Article 12 - Fulfilment of the agreement and additional guarantee**

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

3. Extra warranty is understood to mean any obligation of the entrepreneur, its supplier, importer or producer in which it grants the consumer certain rights or claims that go beyond what he is legally obliged to do in the event that he has failed to comply with his part of the agreement.

### **Article 13 - Delivery and execution**

1. The entrepreneur will exercise the greatest possible care in the receipt and execution of orders for products and in the assessment of requests for the provision of services.
2. The place of delivery is the address that the consumer has made known to the entrepreneur.
3. With due observance of what is stated in this regard in Article 4 of these general terms and conditions, the entrepreneur will execute accepted orders with due diligence but no later than within 30 days, unless a different delivery period has been agreed. If the delivery is delayed, or if an order cannot be fulfilled or can only be partially executed, the consumer will be notified no later than 30 days after he has placed the order. In that case, the consumer has the right to dissolve the agreement without costs and is entitled to any compensation.
4. After dissolution in accordance with the previous paragraph, the entrepreneur will immediately refund the amount paid by the consumer.
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 - Long-term transactions: duration, termination and extension**

#### *Termination:*

1. The consumer may terminate an agreement that has been entered into for an indefinite period of time and that aims at the regular delivery of products (including electricity) or services, at any time, with due observance of the agreed termination rules and a notice period of no more than one month.
2. The consumer may terminate an agreement that has been entered into for a definite period of time and that is intended for the regular delivery of products (including electricity) or services, at any time towards the end of the fixed term, with due observance of the agreed termination rules and a notice period of no more than one month.
3. The consumer may use the contracts referred to in the preceding paragraphs:
  - cancel at any time and not be limited to termination at a particular time or period;
  - at least denounce in the same manner as they have entered into by him;
  - Always terminate with the same notice period as the entrepreneur has stipulated for himself.

#### *Extension:*

4. A fixed-term contract for the regular delivery of products (including electricity) or services may not be tacitly renewed or renewed for a fixed period.
5. By way of derogation from the previous paragraph, an agreement entered into for a definite period of time and for the regular delivery of daily, news, weekly and periodicals may be tacitly renewed for a fixed period of up to three months, if the consumer can terminate this extended contract by the end of the extension with a notice period of no more than one month.
6. A fixed-term contract for the regular delivery of products or services may only be tacitly renewed for an indefinite period if the consumer may terminate at any time with a notice period of no more than one month. The notice period shall not exceed three months in the event that the agreement provides for the regular, but less than once a month, delivery of daily, news and weekly newspapers and magazines.
7. An agreement with a limited duration for the regular delivery of daily, news and weekly newspapers and magazines for the purpose of getting to know each other (trial or introductory subscription) will not be tacitly continued and will automatically end at the end of the trial or introductory period.

#### *Expensive:*

8. If an agreement has a duration of more than one year, the consumer may terminate the agreement at any time after one year with a notice period of no more than one month, unless reasonableness and fairness preclude termination before the end of the agreed term.

### **Article 15 - Payment**

1. Unless otherwise stipulated in the agreement or additional conditions, the amounts owed by the consumer must be paid within 14 days after the start of the cooling-off period, or in the absence of a cooling-off period, within 14 days after the conclusion of the agreement. In the case of a contract for

the provision of a service, this period starts on the day after the consumer has received the confirmation of the contract.

2. When selling products to consumers, the consumer may never be obliged to pay more than 50% in advance in general terms and conditions. If advance payment has been stipulated, the consumer cannot assert any right regarding the execution of the order or service(s) in question before the stipulated advance payment has been made.
3. The consumer has the duty to report any inaccuracies in the payment details provided or mentioned to the entrepreneur without delay.
4. If the consumer does not meet his payment obligation(s) on time, after he has been informed by the entrepreneur of the late payment and the entrepreneur has granted the consumer a period of 14 days to still meet his payment obligations, he will owe the statutory interest on the amount still owed after the failure to pay within this 14-day period, and the entrepreneur is entitled to charge the extrajudicial collection costs incurred by him bring. These collection costs amount to a maximum: 15% on outstanding amounts up to € 2.500,=; 10% on the next € 2.500,= and 5% on the next € 5.000,= with a minimum of € 40,=. The entrepreneur can deviate from the aforementioned amounts and percentages for the benefit of the consumer.

#### **Article 16 - Complaints procedure**

1. The entrepreneur has a sufficiently publicised complaints procedure and handles the complaint in accordance with this complaints procedure.
2. Complaints about the execution 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 period of 14 days with a confirmation of receipt and an indication of when the consumer can expect a more detailed answer.
4. The consumer must give the entrepreneur at least 4 weeks to resolve the complaint in mutual consultation. After this period, a dispute arises that is subject to dispute settlement.

#### **Article 17 - Disputes**

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

#### **Article 18 - Additional or deviating provisions**

Additional provisions or provisions 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 they can be stored by the consumer in an accessible manner on a durable data carrier.

## **Annex I: Model withdrawal form**

### **Model withdrawal form**

(please fill in this form and return it only if you wish to withdraw from the contract)

- At: I.Bruné Classic ship service

Bickersgracht 51 1013 GL Amsterdam

+31651475442

info@brune.nu

- I/We\* hereby inform you that I/We\* have cancelled our agreement on  
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]\*,  
revok/revok\*

- Ordered on\*/received on\* [date of order for services or receipt for products]
- [Name of consumer(s)]
- [Address of consumer(s)]
- [Signature of consumer(s)] (only if this form is submitted on paper)

\* Delete what is not applicable or fill in what is applicable.