

General terms and conditions

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Article 1 - Definitions

The following terms are defined as followed in these terms and conditions:

1. **Additional agreement:** An agreement whereby the consumer acquires products, digital content and/or services in connection with a remote agreement and these goods, digital content and/or services are supplied by the operator or by a third party on the basis of an agreement between that third party and the operator.
2. **Time for consideration:** The period within which the consumer may exercise its right of withdrawal.
3. **Consumer:** The natural person who is not acting for purposes relating to its 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 for 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 operator to store information that is addressed to them 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 unaltered reproduction of the stored information.
8. **Right of withdrawal:** The possibility for the consumer to withdraw from the remote agreement within the time for consideration.
9. **Operator:** The natural or legal person who is a member of the Dutch Thuiswinkel Organisation and offers (access to) digital content and/or services at a distance to consumers.
10. **Remote agreement:** An agreement concluded between the operator and the consumer as part of an organised system for remote selling of products, digital content and/or services, up to and including the conclusion of the agreement exclusively or partly using one or more means of remote communication.
11. **Technology for remote communication:** Means that can be used for concluding an agreement, without the consumer and operator having to be together in the same room at the same time.

Article 2 - Identity of the operator

BuyBay b.v.
acting under the name/names:
BuyBay

Location & visiting address:

TT. Vasumweg 58
1033SC Amsterdam

Accessibility: Monday to Friday 09:00 to 17:00

Telephone number: +31(0)20-242 0500 (local rate)

E-mail: cs@buybay.com

Dutch Chamber of Commerce number: 59498862

VAT identification number The Netherlands: NL853529334B01

Article 3 - Applicability

1. These general terms and conditions apply to every offer from the operator and to every remote agreement between the operator and consumer.
2. Before the remote agreement is concluded, the text of these general terms and conditions shall be made available to the consumer. If this is not reasonably possible, before the remote agreement is concluded the operator shall indicate how the general terms and conditions can be viewed by the operator and that they will be sent free of charge as soon as possible at the consumer's request.
3. If the remote agreement is concluded electronically, then, contrary to the previous paragraph and before the remote contract is concluded, the text of these general terms and conditions may be made available to the consumer electronically in such a way that the consumer can easily store it on a durable data carrier. If this is not reasonably possible, before the remote agreement is concluded it shall be indicated where the general terms and conditions can be viewed electronically and that they will be sent electronically or otherwise free of charge at the consumer's request.
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 the consumer may, in the event of conflicting terms and conditions, always invoke the applicable provision that is most favourable to it.

Article 4 - The offer

1. If an offer has a limited period of validity or is made subject to conditions, this shall 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. Obvious mistakes or obvious errors in the offer are not binding on the operator.
3. Each offer contains information such that it is clear to the consumer what rights and obligations are attached to the acceptance of the offer.

Article 5 - The agreement

1. The agreement is, subject to the provisions of paragraph 4, concluded at the time of acceptance by the consumer of the offer and compliance with the associated conditions.
2. If the consumer has accepted the offer electronically, the operator shall immediately confirm receipt of acceptance of the offer electronically. The consumer can dissolve the agreement as long as the receipt of this acceptance has not been confirmed by the operator.
3. If the agreement is concluded electronically, the operator shall take appropriate technical and organisational measures to secure the electronic transfer of data and ensure a secure web environment. If the consumer can pay electronically, the operator shall take appropriate security measures.
4. The operator is permitted - within statutory frameworks - to ascertain whether the consumer can meet its payment obligations, as well as to find out about all the facts and factors that could be significant to the decision on whether to enter into the remote agreement. If the operator has good reason not to enter into the agreement based on this investigation, it shall be entitled to refuse an order or request by giving the reasons or to attach special conditions to its fulfilment.
5. No later than upon delivery of the product, service or digital content to the consumer, the operator shall send the following information, in writing or in such a way that the consumer can store it in an accessible manner on a durable medium:
 - a. The address to which the consumer can turn with complaints.

- b. The conditions under which and the way in which the consumer can exercise the right of withdrawal, or a clear statement concerning the exclusion of the right of withdrawal.
 - c. Information about warranties and existing after-sales service.
 - d. The price including all taxes on the product, service or digital content; to the extent applicable, the costs of delivery; and the method of payment, delivery or performance of the remote agreement.
 - e. The requirements for termination of the agreement if the agreement has a duration of more than one year or is of indefinite duration.
6. In the case of a continuing performance transaction, the provision of the previous paragraph shall only apply to the first delivery.

Article 6 - Right of withdrawal

For products:

1. The consumer can terminate an agreement regarding the purchase of a product during the time for consideration of at least 14 days up to a maximum of 30 days, depending on the sales channel, without giving reasons. The operator may ask the consumer for the reason for withdrawal, but the consumer is not obliged to state the reason(s).
2. The time for consideration referred to in paragraph 1 shall commence on the day after the consumer, or a third party other than the carrier and indicated in advance by the consumer, 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 it, has received the last product. The operator may, provided it has clearly informed the consumer prior to the ordering process, refuse an order of multiple 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 it, has received the last shipment or the last part.
 - c. In the event of agreements for the regular supply of products during a given period: the day on which the consumer, or a third party designated by it, has received the first product.

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

3. The consumer can terminate a service agreement and an agreement for the supply of digital content not supplied on a tangible medium for a minimum of 14 days and a maximum of 30 days, depending on the sales channel, without giving reasons. The operator may ask the consumer for the reason for withdrawal, but the consumer is not obliged to state the reason(s).
4. The time for consideration referred to in paragraph 3 shall commence on the day following the conclusion of the agreement.

Article 7 - Obligations of the consumer during the time for consideration

1. During the time for consideration, the consumer shall handle the product and packaging with care. The consumer shall only unpack or use the product to the extent necessary to determine the nature, characteristics and functioning of the product. The basic principle here is that consumers may only handle and inspect the product as they would in a shop.
2. The consumer shall only be liable for any reduction in the value of the product resulting from a manner of handling the product that goes beyond what is permitted in paragraph 1.
3. The consumer is not liable for any reduction in the value of the product if the operator has not provided the consumer with all legally required information about the right of withdrawal before or upon 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 its right of withdrawal, it shall report this to the operator within the time for consideration.
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 operator. This is not necessary if the operator has offered to collect the product itself. The consumer has in any case complied with the return period if it returns the product before the time for consideration has expired.
3. The consumer shall return the product with all delivered accessories, if reasonably possible in original condition and packaging, and in accordance with the reasonable and clear instructions provided by the operator. In addition, the consumer shall ensure that all personal data is removed from the product.
4. The risk and burden of proof for the correct and timely exercise of the right of withdrawal lies with the consumer.
5. The consumer shall bear the direct costs of returning the product. If the operator has not reported that the consumer has to bear these costs, or if the operator indicates that it has to bear the costs itself, the consumer does not have to bear the costs of returning the goods.

Article 9 - Obligations of the operator in the event of withdrawal

1. If the operator's notification of withdrawal by the Consumer is made possible electronically, it shall immediately send a confirmation of receipt upon receipt of this notification.
2. The operator shall reimburse the consumer the purchase amount, excluding any delivery costs charged by the operator for the returned product, immediately but within 14 days following the day on which the consumer notifies the operator of the withdrawal. The operator may wait until it has received the product or until the consumer can prove that it has returned the product, whichever is earlier.
3. The operator uses the same means of payment that the consumer has used for reimbursement. The reimbursement 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 operator does not have to reimburse the additional costs for the more expensive method.

Article 10 - Exclusion of right of withdrawal

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

1. Products or services whose price is subject to fluctuations in the financial market that are beyond the operator's control and which may occur within the revocation period.
2. Agreements concluded during a public auction. A public auction is understood to mean a sales method in which products, digital content and/or services are offered by the operator to the consumer who attends or is given the opportunity to attend the auction in person, under the supervision of an auctioneer, and in which the successful bidder is obliged to purchase the products, digital content and/or services.
3. Service agreements, after full performance of the service, but only if:
 - a. Performance has begun with the express prior consent of the consumer.

- b. The consumer has declared that it loses its right of withdrawal as soon as the operator has fully performed the contract.
- 4. Service agreements for the provision of accommodation where the agreement provides for a specific date or period of performance other than for residential purposes, carriage of goods, car rental services and catering.
- 5. Agreements relating to leisure activities, if the agreement provides for a specific date or period of performance.
- 6. Products made to consumer specifications, which are not prefabricated and which are made on the basis of an individual choice or decision of the consumer, or which are clearly intended for a particular person.
- 7. Products that spoil quickly or have a limited shelf life.
- 8. Sealed products which are not suitable for return for reasons of health protection or hygiene and whose seal has been broken after delivery.
- 9. Products which, by their nature, have been irrevocably mixed with other products after delivery.
- 10. Alcoholic beverages of which the price was agreed upon at the time of concluding the contract, but of which the delivery can only take place after 30 days, and of which the actual value depends on fluctuations in the market over which the operator has no influence.
- 11. Sealed audio, video recordings and computer software, the seal of which has been broken after delivery.
- 12. Newspapers, journals or magazines, with the exception of subscriptions to them.
- 13. The supply of digital content other than on a tangible medium, but only if:
 - a. Performance has begun with the express prior consent of the consumer.
 - b. The consumer has declared that it thereby loses its right of withdrawal.

Article 11 - The price

- 1. During the offer, the prices of the offered products and/or services can be adjusted by the operator. When the consumer purchases a product from the operator, the agreed price shall no longer be adjusted, except for the case in paragraph 2.
- 2. In the event that a product is offered at a price that is clearly too low for society and which has come about as a result of a software error, the operator retains the right to subsequently adjust the agreed price to a price that is acceptable in society.
- 3. The prices specified in the offer of products or services include VAT.

Article 12 - Fulfilment of agreement and additional warranty

- 1. The operator guarantees that the products and/or services fulfil the agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or usability and the legal provisions and/or government regulations existing on the date of the conclusion of the agreement. If agreed, the operator also guarantees that the product is suitable for use other than normal use.
- 2. The operator offers the consumer a 6-month warranty on the product. Conditions for making a warranty claim are:
 - a. The product has been used in a normal way.
 - b. The product has not been broken or damaged by normal wear and tear.
 - c. The product is well maintained.
 - d. The product has not been broken or damaged by the consumer.
- 3. The operator does not offer repair services. It is not possible to repair the product or parts of the product afterwards.
- 4. The operator does not offer replacement services either. Replacement of the product or parts of the product is not possible.

5. The manufacturer offers a manufacturer's warranty. This warranty takes effect from the first sales agreement.

The duration of the remaining manufacturer's warranty can usually be requested from the manufacturer on the basis of the serial number on the product. The operator is not an intermediary in matters concerning the manufacturer's warranty.

Article 13 - Delivery and execution

1. The operator shall take the greatest possible care in receiving and executing orders of products and in assessing applications for the provision of services.
2. The place of delivery is the address that the consumer has made known to the operator.
3. Subject to what is stated in Article 4 of these general terms and conditions, the operator shall execute accepted orders expeditiously but at the latest within 30 days, unless another delivery period has been agreed. If the delivery is delayed, or if an order is not or only partially carried out, the consumer shall receive them no later than 30 days after the order is placed. In that case, the consumer has the right to terminate the agreement free of charge.
4. After termination in accordance with the previous paragraph, the operator shall immediately refund the amount paid by the consumer.
5. The risk of damage and/or loss of products rests with the operator until the moment of delivery to the consumer or a previously appointed and announced representative, unless expressly agreed otherwise.

Article 14 - 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 time for consideration or, in the absence of time for consideration, within 14 days after the conclusion of the agreement. In the case of an agreement to provide a service, this period commences on the day after the consumer has received confirmation of the agreement.
 2. The consumer has the duty to report any inaccuracies in the payment details provided or stated to the operator without delay.
 3. If the consumer does not meet its payment obligation(s) on time, it shall owe the statutory interest on the amount still due after it has been notified of the late payment by the operator and the operator has granted the consumer a period of 14 days to still meet its payment obligations, after payment has not been made within this 14-day period, and the operator shall be entitled to charge any extrajudicial collection costs it has incurred. These collection costs are limited to a maximum of: 15% over outstanding amounts up to € 2,500,=; 10% over the next € 2,500,= and 5% over the next € 5,000,= with a minimum of € 40=.
- The operator can deviate from the amounts and percentages mentioned for the benefit of the consumer.

Article 15 - Complaints procedure

1. The operator has a sufficiently publicised complaints procedure and handles the complaint in accordance with this complaints procedure.
2. Complaints about the implementation of the agreement must be submitted to the operator within a reasonable time after the consumer has discovered the defects, complete and clearly described.
3. Complaints submitted to the operator shall be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the operator shall respond within the period of 14 days with a message of receipt and an indication of when the consumer can expect a more detailed answer.



5. The consumer should give the operator at least 4 weeks to solve the complaint in mutual consultation.

Article 16 - Additional or deviating provisions

Additional provisions or provisions deviating from these general terms and conditions may not be to the consumer's detriment 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.