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Article 1 - Definitions

In these terms and conditions, the following definitions apply:

1. Additional agreement: an agreement in which a consumer obtains products, digital content and / or services through a distance contract, and a trader or a third party supplies these products, digital content and / or services in accordance with an agreement between that third party. and the merchant;
2. Reflection period: the period within which the consumer can make use of his right of withdrawal;
3. Consumer: a natural person whose actions are not performed with a view to exercising a profession, profession or business;
4. Day: calendar day;
5. Digital content: data that is produced and delivered in digital form;
6. Long-term transaction: a distance contract with regard to a series of products and / or services, whereby the obligation to deliver and / or purchase is spread over a certain period;
7. Durable medium: any means - including e-mails - by which a consumer or trader can store information that is addressed to him personally in a way that facilitates its future use or consultation for a period that is consistent with the purpose for which the information is intended and which allows the unaltered reproduction of the stored information;
8. Right of withdrawal: the option for a consumer to cancel a distance contract within the cooling-off period;
9. Trader: a natural or legal person who offers products, (access to) digital content and / or services to consumers at a distance;
10. Distance contract: a contract concluded between a trader and a consumer in the context of a system for the distance selling of products, digital content and / or services, using in whole or in part one or more techniques. for remote communication up to and including the moment the agreement is concluded;
11. Model form for right of withdrawal: the European model form for right of withdrawal that is included in Appendix I of these terms and conditions. The entrepreneur is not obliged to provide Annex I if the consumer has no right of withdrawal with regard to his order;
12. Technology for distance communication: means that can be used for communication about the offer of the entrepreneur and the conclusion of an agreement, without the consumer and entrepreneur having to be together in the same room at the same time.

Article 2 - Identity of the trader

Name of trader: OCHO Amsterdam BV

Registered address:

Rijnkade 16A
1382 GS Weesp

Email address: info@ochoamsterdam.com, emails are only read during office hours (Monday-Friday, 9 am-5pm CET, except on public holidays)

Chamber of Commerce number: 70667284

VAT identification number : NL858414363B01

Article 3 - Applicability

1. These general terms and conditions apply to every offer from a trader and to every distance contract concluded between a trader and a consumer.
2. Before the distance contract is concluded, the text of these general terms and conditions will be made available to the consumer. If this is not reasonably possible, the entrepreneur will indicate, before the distance contract is concluded, how the general terms and conditions are available for inspection at the entrepreneur and will be sent to the consumer free of charge as soon as possible. possibly at the request of the consumer.
3. If the distance contract is concluded electronically, then, by way of derogation from 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, so that the consumer can easily store them. on a durable medium. If this is not reasonably possible, the entrepreneur will indicate, before concluding the distance contract, where the general terms and conditions can be viewed electronically and that they will be sent to the consumer free of charge, either electronically or otherwise, at his request.
4. If specific product or service-related conditions apply in addition to these general terms and conditions, the second and third paragraphs apply mutatis mutandis and the consumer can always invoke the applicable condition that is most favorable to him if there are incompatible general terms and conditions. .

Article 4 - The offer

1. If an offer has a limited period of validity or is made 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 being offered. The description is sufficiently detailed to enable the consumer to make a proper assessment of the offer. If the entrepreneur uses images, these are a true representation of the products and / or services offered. Obvious errors or mistakes in the offer are not binding on the entrepreneur.
3. Each offer contains information that makes it clear to the consumer which rights and obligations are related to the acceptance of the offer.

Article 5 - The agreement

1. The agreement is concluded, subject to the provisions of paragraph 4, the moment the consumer accepts the offer and the corresponding conditions have been met.

2. If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm receipt of the acceptance of the offer electronically. As long as this acceptance has not been confirmed by the entrepreneur, the consumer can dissolve the agreement.

3. If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to secure the electronic transfer of data and he will ensure a safe web environment . If the consumer can pay electronically, the trader takes appropriate security measures.

4. The trader can - within legal frameworks - obtain information about the consumer's ability to meet his payment obligations, as well as about facts and factors that are important for the responsible conclusion of the distance contract. If that investigation gives the entrepreneur the correct grounds not to conclude the agreement, he has the right to refuse an order or request, stating reasons, or to bind its execution to special conditions.

5. The trader shall send the consumer, at the latest when delivering a product, service or digital content, the following information, in writing or in such a way that the consumer can store it on an accessible durable medium:

a . the office address of the establishment of the entrepreneur where the consumer can go with complaints;

b. the conditions under which the consumer can make use of the right of withdrawal and the method of withdrawal, or a clear statement regarding exclusion of the right of withdrawal;

c. information about guarantees and existing after-sales service;

d. the price, including all taxes on the product, service or digital content; the costs of delivery insofar as applicable and the method of payment, delivery or implementation of the distance contract;

e. the requirements for terminating the agreement if the agreement has a duration of more than one year or is indefinite; f. if the consumer has a right of withdrawal, the model withdrawal form.

6. In the case of a continuing performance agreement, the provisions of the previous paragraph only apply to the first delivery.

Article 6 - Right of withdrawal

When delivering products

1. When purchasing products, the consumer has the right to dissolve an agreement without giving any reason within 14 days. The trader may ask a consumer about the reason for this cancellation, but the consumer is not obliged to state his reason (s).

2. The period specified in paragraph. 1 commences on the day after the product is received by the consumer, or a third party designated by the consumer, who is not the carrier, or:

a . if the consumer has ordered several products: the day on which the consumer, or a third party designated by him, received the last product. The trader can refuse a single order of several products with different delivery dates, provided he has clearly informed the consumer about this prior to the ordering process.

b. if the delivery of a product concerns different deliveries or parts: the day on which the consumer, or a third party designated by him, received the last delivery or the last part;

c. in the case of contracts for regular delivery of products during a certain period: the day on which the consumer, or a third party designated by him, has received the last product.

When providing services and digital content that is not supplied on a tangible medium:

3. A consumer has the right to dissolve an agreement without giving reasons for the delivery of digital content that has not been delivered on a tangible medium for a period of at least fourteen days. The entrepreneur may ask a consumer for the reason for this dissolution, but the consumer is not obliged to state his reason (s).

4. The period specified in paragraph. 3 starts on the day after the contract is concluded.

Extended withdrawal period for products, services and digital content that is not supplied on a tangible medium in case a consumer has not been informed of the right of withdrawal:

5. If the trader has not provided the consumer with the legally required information about the right of withdrawal or if the model form does not end the withdrawal period twelve months after the end of the originally set withdrawal period based on the previous paragraphs of this article.

6. If the trader has provided the consumer with the information referred to in the previous paragraph within 12 months of the effective date of the original withdrawal period, the withdrawal period will expire 14 days after the day on which the consumer received the information.

Article 7 - Obligations of the consumer during the withdrawal period

1. During the reflection period, the consumer will handle the product and packaging with care. He may only unpack or use the product to the extent necessary to assess the nature, characteristics and efficacy of the product. The basic principle here is that the consumer may only handle and inspect the product as he would be allowed in a store.

2. The consumer is only liable for depreciation of the product that is the result of a different use of the product than allowed 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 the conclusion of the agreement.

Article 8 - Consumers who make use of their right of withdrawal and the costs thereof

1. A consumer who wishes to exercise his right of withdrawal must report this to the entrepreneur within the withdrawal period by means of the model withdrawal form or in another unambiguous manner.

2. As soon as possible, but no later than 14 days after the day of notification as referred to in paragraph. 1, the consumer returns the product, or hands it over to (an authorized representative of) the entrepreneur. This is not necessary if the trader has offered to collect the product himself. The consumer has in any case observed the time for returning goods if he returns the product before the withdrawal period has expired.

3. The consumer returns the product with all relevant accessories, if reasonably possible in its 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 trader has not stated that the consumer will bear these costs or if the trader indicates that he is willing to bear these costs himself, the consumer is not responsible for the costs of returning the goods.

6. If the consumer exercises his right of withdrawal, after he has first explicitly requested that the service provided or the supply of gas, water or electricity not prepared for sale be carried out in a limited volume or in a specific quantity during the withdrawal period, the consumer owes the trader a sum of money equal to that part of the contract that the trader has fulfilled at the time of withdrawal, compared to the full performance of the contract.

7. The consumer does not bear any costs for the performance of services or the supply of non-salable water, gas or electricity - 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 costs that must be paid in the event of withdrawal or the model withdrawal form, or: b. the consumer has not explicitly asked about the start of the performance of the service or the supply of gas, water, electricity or district heating during the withdrawal period.

8. The consumer does not bear any costs for the full or partial delivery of digital content that is not supplied on a tangible medium, if:

a. prior to delivery, he did not expressly agree to the performance of the contract before the end of the withdrawal period;

b. he has not acknowledged that he has lost his right of withdrawal when giving his consent; or

c. the trader has failed to confirm this consumer's statement.

9. If a consumer exercises his right of withdrawal, all additional agreements will be dissolved by operation of law.

Article 9 - Obligations of traders in case of withdrawal

1. If the trader allows the consumer to indicate his withdrawal electronically, he will immediately send a confirmation of receipt after receipt of this statement.

2. The trader will immediately reimburse the consumer for all payments, including any delivery costs that the trader has charged for the returned product, but no later than 14 days after the day on which the consumer notified the withdrawal. Except in cases where the trader has offered to collect the product himself, he may postpone the refund until he has received the product or until the consumer proves that he has returned the product, whichever is the earlier.

3. For reimbursement, the entrepreneur will use the same payment method that was originally used by the consumer, unless the consumer agrees to a different method. The fee is free for the

customer.

4. If the consumer has opted for a more expensive method of delivery over the cheapest standard delivery, the entrepreneur does not have to repay the additional costs of the more expensive method.

Article 10 - Exclusion of right of withdrawal

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

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

2. Contracts concluded during a public auction. A public auction is defined as a method of sale whereby a trader offers products, digital content and / or services at auction, under the direction of an auctioneer, and where the successful buyer is required to purchase the products, digital content and / or services;

3. Service contracts, after full performance of the service, but only if: the performance has begun with the express prior consent of the consumer; and B. the consumer has stated that he will lose his right of withdrawal as soon as the entrepreneur has fully performed the agreement;

4. Travel as referred to in Article 7: 500 of the Dutch Civil Code and passenger transport agreements;

5. Service agreements that provide access to accommodation, if a specific date or period of execution has already been determined in the agreement and other than for accommodation, freight transport, car rental services and catering;

6. Agreements with regard to leisure activities, if a specific date or period of performance has already been specified in the agreement;

7. Products manufactured according to the consumer's specifications, which are not prefabricated and which are made on the basis of the specific choice or decision of a consumer, or which are clearly intended for a specific person;

8. Products that spoil quickly or with a limited shelf life;

9. Sealed products that are not suitable to be returned for reasons of health protection or hygiene and of which the seal has been broken after delivery;

10. Products that by their nature are irrevocably mixed with other products;

11. Alcoholic drinks, the price of which was agreed at the time of the conclusion of the contract, but the delivery of which can only take place after 30 days, and the actual value of which depends on market fluctuations over which the trader has no influence;

12. Sealed audio / video recordings and computer equipment of which the seal has been broken after delivery;

13. The supply of digital content other than on a tangible medium, but only if:

a. the delivery has started with the express prior consent of the consumer, and

b. the consumer has declared that he has thereby lost 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 being offered will not be increased, except for price changes in VAT rates.

2. Contrary to the previous paragraph, the entrepreneur can offer products or services at variable prices, if these prices are subject to fluctuations in the financial market over which the entrepreneur has no influence. The offer must refer to this link with fluctuations and the fact that the stated prices are target prices.

3. Price increases within 3 months after the conclusion of the agreement are only permitted if they are the result of statutory regulations or stipulations.

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 stipulations; or

b. the consumer is authorized to dissolve the agreement on the day on which the price increase takes effect.

5. Prices stated in offers of products or services include VAT.

Article 12 - Compliance with the agreement and extra guarantee

1. The trader guarantees that the products and / or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of reliability and / or usability and the legal provisions and / or government regulations that existed on the date that the agreement was concluded. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.

2. An extra guarantee scheme offered by the trader, manufacturer or importer can never affect the legal rights and claims that a consumer can assert against the entrepreneur on the basis of the agreement if the entrepreneur does not fulfill his share in the agreement.

3. An additional warranty is defined as any commitment by a trader, his supplier, importer or manufacturer that assigns rights or claims to a consumer, beyond the legally provided for, in case he fails to fulfill his part of the contract.

Article 13 - Delivery and implementation

1. The entrepreneur will take the greatest possible care when receiving and implementing orders for products and when assessing requests for services.

2. The place of delivery is the address that the consumer makes known to the company.

3. All products shown on the website are legal in the Netherlands. The trader cannot provide information on the legal status of any of his products in the consumer's country of residence. The consumer is advised to contact the local government to verify that orders can be shipped to their country of origin.

4. With due observance of what is stated in article 4 of these general terms and conditions, the entrepreneur will execute accepted orders expeditiously, but no later than 30 days, unless a different delivery period has been agreed. If the delivery is delayed, or if the delivery cannot be carried out or only partially, the consumer will be notified of this no later than 30 days after placing the order. In that case, the consumer has the right to terminate the agreement without costs and is entitled to any compensation.

5. After dissolution in accordance with the previous paragraph, the entrepreneur will immediately repay the consumer the amount paid by him.

6. The risk of damage and / or loss of products rests with the entrepreneur until the moment of delivery to the consumer or a pre-designated by the consumer and announced representative to the entrepreneur, unless expressly agreed otherwise.

Article 14 - Long-term transactions: duration, cancellation and extension Cancellation

1. The consumer has the right at all times to terminate an indefinite contract concluded for the regular delivery of products (including electricity) or services, with due observance of the agreed termination rules and a notice period of no more than one month. .

2. The consumer has the right at all times to terminate a fixed-term contract concluded for the regular delivery of products (including electricity) or services at the end of the fixed term, subject to the agreed termination rules and a notice period of no more than one month.

3. With regard to agreements as described in the first two paragraphs, the consumer can:

- cancel at any time and not be limited to cancellation at a specific time or during a specific period;
- cancel in the same way as they are entered into by him;
- always cancel with the same notice period as the entrepreneur has stipulated for himself.

Renewal

4. A fixed-term contract entered into for the regular delivery of products (including electricity) or services may not be automatically extended or renewed for a fixed period of time.

5. Contrary to what is stated in the previous paragraph, a fixed-term contract concluded for the regular delivery of daily or weekly newspapers or magazines may be automatically extended for a fixed term of no more than three months, if it states the consumer is free to terminate this extended agreement by the end of the extension, with a notice period of no more than one month.

6. A fixed-term contract concluded for the regular delivery of products or services can only be automatically renewed for an indefinite period if the consumer has the right to cancel at any time, with a notice period of no more than one month and , in the case of a contract to supply daily or weekly newspapers or magazines regularly or less than once a month, a period not exceeding three months.

7. A fixed-term agreement for the regular delivery, by way of introduction, of daily or weekly newspapers and magazines (trial subscriptions or introductory subscriptions) is not automatically renewed and ends automatically at the end of the trial period or introductory period.

Duration

8. If the agreement for a definite period exceeds a contract of more than one year, the consumer has the right to terminate the agreement at any time after one year with a notice period of no more than one month, unless reasonableness and fairness a premature termination of the agreement. the contract would be unacceptable.

Article 15 - Payment

1. Unless otherwise specified in the contract or additional conditions, the amounts to be paid by the consumer must be made within 14 days after the start of the withdrawal period or, in the absence of a withdrawal period, within 14 days after the conclusion of the withdrawal period. contract. In the case of an agreement to supply a service, this period of 14 days starts on the day after the consumer has received the confirmation of the agreement.

2. When selling products to consumers, an advance payment of more than 50% may never be stipulated in the general terms and conditions. If prepayment has been stipulated, the consumer cannot assert any rights whatsoever with regard to the execution of the order or service (s) before the stipulated prepayment has been made.

3. The consumer has the duty to report inaccuracies in provided or stated payment details to the entrepreneur without delay.

4. If a consumer does not fulfill his payment obligation (s) on time, after the entrepreneur has informed the consumer of the payment arrears, the consumer has 14 days to fulfill the payment obligation; if payment is not made within this period of 14 days, statutory interest is due on the amount due and the entrepreneur has the right to charge reasonable extrajudicial collection costs incurred by him. These collection costs amount to a maximum of: 15% of unpaid amounts up to € 2,500; 10% on the next € 2,500; and 5% over the next € 5,000, with a minimum of € 40. The entrepreneur may deviate from these amounts and percentages that are favorable to the consumer.

Article

16 - Complaints procedure

1. The entrepreneur ensures a sufficiently publicized complaints procedure and handles a complaint in accordance with this complaints procedure.

2. A consumer who has discovered shortcomings in the performance of an agreement must immediately, fully and with clear descriptions submit his complaints to the entrepreneur.

3. Complaints submitted to the entrepreneur will be answered within a period of 14 days from the date of receipt. If a complaint is expected to take longer to process, the trader will reply within 14 days, acknowledge receipt and indicate when the consumer will provide a more detailed response.

4. The consumer must give the entrepreneur at least 4 weeks to resolve the complaint in mutual consultation. After this period, the complaint becomes a dispute to which the dispute settlement procedure applies.

Article 17 - Disputes

1. Contracts concluded between an entrepreneur and a consumer and to which these general terms and conditions apply, are exclusively governed by Dutch law.

Article 18 - Additional or deviating provisions

Additional stipulations or stipulations that deviate from these general terms and conditions may not be harmful to 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 medium.

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

Appendix I: Model form for right of withdrawal

(this form may only be completed and returned if you wish to withdraw from the contact)

• • To: [trader name]

[geographic address of the trader]

[dealer fax number, if available]

[e-mail address or electronic address of the trader]

• • I / we * hereby inform you that, in relation to our contract concerning

The sale of the following products: [description of the product] *

The delivery of the following digital content: [description of the digital content] *

The provision of the following service: [description of the service] *,

I / we * exercise our right of withdrawal

• • Ordered on * / received on * [date of order for services or receipt of goods]

• • [Name of consumer (s)]

• • [Address of consumer (s)]

• • [Signature of consumer (s)] (only if this form is submitted on paper)

* Remove or provide additional information, if applicable