

General terms and conditions – Safaary

Table of contents:

Article 1 - Definitions

Article 2 - Identity of the entrepreneur

Article 3 - Applicability

Article 4 - The offer

Article 5 - The agreement

Article 6 - Right of withdrawal

Article 7 - Obligations of the consumer during the withdrawal period

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

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

Article 10 - Exclusion of the right of withdrawal

Article 11 - The price

Article 12 - Performance and additional guarantee

Article 13 - Delivery and execution

Article 14 - Duration transactions: duration, termination and extension

Article 15 - Payment

Article 16 - Complaints procedure

Article 17 - Disputes

Article 18 - Additional or different provisions

Annex I: Model withdrawal form

Article 1 - Definitions

In these terms and conditions, the following definitions apply:

- 1. **Ancillary contract:** a contract in which the consumer acquires products, digital content and/or services in connection with a distance contract and these items, digital content and/or services are supplied by the trader or by a third party on the basis of an arrangement between that third party and the trader;
- 2. **Withdrawal 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. Long-term contract:** a contract which extends to the regular supply of goods, services and/or digital content during a specific period;
- **7. Durable data carrier:** every tool - including e-mail - that enables the consumer or entrepreneur to store information that is addressed to him personally, in a way that allows future consultation or use during a period that is tailored to the purpose for which the information is intended, and that makes unaltered reproduction of the stored information possible;
- **8. Right of withdrawal:** the possibility for the consumer to waive 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 from a distance;
- **10. Distance contract:** a contract concluded between the entrepreneur and the consumer within the framework of an organised distance sales system for products, digital content and/or services, whereby, up to and including the conclusion of the contract, sole or joint use is made of one or more techniques for distance communication;
- **11. Model withdrawal form:** the European model withdrawal form included in Annex I to these terms and conditions. Annex I does not need to be made available if the consumer does not have a right of withdrawal with regard to his order;
- **12. Technique for distance communication:** means that can be used for concluding an agreement, without the consumer and entrepreneur having to come together in the same room at the same time.

Article 2 – Identity of the entrepreneur

Safaary

Albert Einsteinweg 10A

6045 GX ROERMOND (Netherlands)

Tel: (+31) 85 877 2631 (Monday – Saturday: 10 a.m. – 9 p.m.)

E-mail address: info@safaary.nl

Chamber of Commerce number: 52186210

VAT identification number: NL001273938B31

If the entrepreneur's activity is subject to a relevant licensing regime: details of the supervisory authority.

If the entrepreneur practices a regulated profession:

- the professional association or organisation to which he is affiliated;
- the professional title, the place in the EU or the European Economic Area where it was granted;
- a reference to the professional rules applicable in the Netherlands and indications 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 trader and to every distance contract concluded between the trader and the consumer.
- 2. Before the distance contract is concluded, the text of these general terms and conditions shall be made available to the consumer. If this is not reasonably possible, the entrepreneur shall, before the remote agreement is concluded, indicate in what way the general terms and conditions can be inspected at the entrepreneur's premises and that they will be sent free of charge to the consumer as soon as possible at his request.
- 3. If the remote agreement is concluded electronically, notwithstanding the previous paragraph and before the remote agreement is concluded, the text of these general terms and conditions can be made available to the consumer electronically in such a way that it can be stored by the consumer in a simple manner on a durable data carrier. If this is not reasonably possible, prior to the conclusion of the distance contract, it will be indicated where the general terms and conditions can be inspected electronically and that at the consumer's request they will be sent electronically or otherwise free of charge.
- 4. In case specific product or service conditions apply in addition to these general terms and conditions, the second and third paragraphs shall apply mutatis mutandis and the consumer can always invoke the applicable provision that is most favourable to him in case of conflicting conditions.

Article 4 - The offer

- 1. If an offer has a limited validity period or is made subject to conditions, this shall be explicitly stated in the offer.
- 2. The offer shall contain a complete and accurate description of the products, digital content and/or services offered. The description is sufficiently detailed to enable a proper assessment of the offer by the consumer. If the entrepreneur uses images, these are a truthful representation of the offered products, services and/or digital content.
- 3. Any offer contains such information that it is clear to the consumer what rights and obligations are attached to accepting the offer.

Article 5 - The agreement

- 1. Subject to the provisions of paragraph 4, the contract shall be concluded at the moment the consumer accepts the offer and fulfils the conditions stipulated.
- 2. If the consumer has accepted the offer electronically, the trader shall immediately confirm receipt of acceptance of the offer electronically. 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 protect the electronic transfer of data and shall ensure a secure web environment. If the Consumer can pay electronically, the Entrepreneur shall observe appropriate security measures.
- 4. The Entrepreneur may, within the limits of the law, gather information about the Consumer's ability to fulfil his payment obligations, as well as about all those facts and factors that are important for a responsible conclusion of the distance contract. If, based on

this investigation, the trader has good grounds for not concluding the contract, he is entitled to refuse an order or application or to attach special conditions to the implementation, while giving reasons.

- 5. The trader will, no later than at the time of delivery of the product, service or digital content, send the consumer the following information, in writing or in such a way that the consumer can store it in an accessible manner on a durable data carrier:
 - a. the visiting address of the trader's office where the consumer can lodge complaints;
 - b. the conditions on which and the way in which the consumer can make use of the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
 - c. the information on guarantees and existing after-sales services;
 - d. the price including all taxes of the product, service or digital content; where applicable, the costs of delivery; and the method of payment, delivery or performance of the distance contract;
 - e. the requirements for terminating 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 form for withdrawal.
- 6. In case of an extended duration 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 reflection period of at least 14 days without giving reasons. The entrepreneur may ask the consumer about the reason for withdrawal, but may not oblige the consumer to give his reason(s).
- 2. The withdrawal period mentioned in paragraph 1 starts 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 one order: the day on which the consumer, or a third party designated by him, has received the last product. The trader may, provided he has clearly informed the consumer of this prior to the ordering process, refuse an order for multiple products with different delivery times.
 - b. if the delivery of a product consists of multiple 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 regular delivery of products during a certain period: the day on which the consumer, or a third party designated by him, has received the first product.

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

- 3. The consumer may rescind a service contract and a contract for the supply of digital content not supplied on a tangible medium for at least 14 days without giving any reasons.

The trader may ask the consumer about the reason for withdrawal, but may not oblige the consumer to give his reason(s).

- 4. The withdrawal period referred to in paragraph 3 starts on the day following the conclusion of the contract.

Extended withdrawal period for products, services and digital content not supplied on a tangible medium in case of failure to inform about the right of withdrawal:

- 5. If the entrepreneur has not provided the consumer with the legally required information on the right of withdrawal or the model withdrawal form, the cooling-off period expires 12 months after the end of the original cooling-off period determined in accordance with the previous paragraphs of this article.
- 6. If the trader has provided the consumer with the information referred to in the previous paragraph within twelve months after the commencement date of the original cooling-off period, the cooling-off period expires 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 shall handle the product and its packaging with care. He will only unpack or use the product to the extent necessary to establish the nature, characteristics and functioning of the product. The starting point 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 is only liable for diminished value of the product resulting from a way of handling the product that goes beyond what is allowed in paragraph 1.
- 3. The consumer is not liable for depreciation of the product if the entrepreneur did not provide him with all legally required information on 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 exercises his right of withdrawal, he shall notify the entrepreneur of this within the withdrawal 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 returns the product, or hands it over to (an authorised representative of) the entrepreneur. This is not required if the entrepreneur has offered to collect the product himself.
- The consumer has complied with the return period in any case if he returns the product before the cooling-off period has expired.
- 3. The consumer returns the product with all delivered accessories, if reasonably possible in the original state 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. If the trader has not indicated that the consumer should bear these costs or if the trader indicates that the consumer should bear the costs himself, the consumer shall not have to bear the costs of return shipment.
- 6. If the consumer withdraws after having first expressly requested that the performance of the service or the supply of gas, water or electricity not made ready for sale in a limited volume or certain quantity starts during the withdrawal period, the consumer owes the entrepreneur an amount proportional to that part of the commitment fulfilled by the entrepreneur at the moment of withdrawal, compared to the full fulfilment of the commitment.
- 7. The consumer shall not bear any costs for the performance of services or the supply of water, gas or electricity, which are not made ready 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 on the right of withdrawal, the reimbursement of costs in case of withdrawal or the model withdrawal form, or;
 - b. the consumer has not expressly requested the commencement of the performance of the service or the supply of gas, water, electricity or district heating during the withdrawal period.
- 8. The consumer shall not bear any costs for the supply, in full or in part, of digital content not supplied on a tangible medium, if:
 - a. he has not expressly agreed, prior to its supply, to the commencement of performance of the contract before the end of the withdrawal period;
 - b. he has not acknowledged losing his right of withdrawal when giving his consent; or
 - c. the trader has failed to confirm this statement by the consumer.
- 9. If the consumer exercises his right of withdrawal, all ancillary contracts shall be terminated by operation of law.

Article 9 - Obligations of the trader upon withdrawal

- 1. If the trader enables the consumer to report his withdrawal electronically, he shall send a confirmation of receipt without delay upon receipt of this report.
- 2. The trader shall reimburse all payments made by the consumer, including any delivery costs charged by the trader 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 pick up the product himself, he may wait with repayment until he has received the product or until the consumer proves that he has returned the product, whichever is earlier.
- 3. The entrepreneur shall use the same means of payment used by the consumer for repayment, unless the consumer agrees to another method.
- The reimbursement is free of charge for the consumer.
- 4. If the consumer has chosen 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 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 when making the offer, or at least in good time before concluding the contract:

- 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. Contracts concluded during a public auction. A public auction means a method of sale whereby products, digital content and/or services are offered by the entrepreneur to the consumer who is personally present or is given the opportunity to be personally present at the auction, under the guidance of an auctioneer, and whereby 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 started 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 contract;
- 4. Package holidays as referred to in Article 7:500 of the Dutch Civil Code and passenger transport contracts;
- 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, carriage of goods, car rental services and catering;
- 6. Contracts related to leisure activities, if the contract provides for a specific date or period of performance;
- 7. Products manufactured to the consumer's specifications, which are not prefabricated and which are manufactured on the basis of an individual choice or decision by the consumer, or which are clearly intended for a specific person;
- 8. Products which 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 which, after delivery, are by their nature irrevocably mixed with other products;
- 11. Alcoholic beverages whose price was agreed upon at the conclusion of the agreement, but whose delivery can only take place after 30 days, and whose actual value depends on fluctuations in the market over which the entrepreneur has no influence;
- 12. Sealed audio-, video-recordings and computer software, of which the seal has been broken after delivery;
- 13. Newspapers, magazines or journals, excluding subscriptions thereto;
- 14. The delivery of digital content other than on a material carrier, but only if:
 - a. the execution has started with the consumer's explicit prior consent; 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 on offer will not be increased, except for price changes due to changes in VAT rates.
- 2. Contrary to the previous paragraph, the Entrepreneur may offer products or services whose prices are subject to fluctuations in the financial market that are beyond the Entrepreneur's control, with variable prices. This link to fluctuations and the fact that any prices mentioned are target prices will be mentioned in the offer.
- 3. Price increases within 3 months after concluding the contract are only allowed if they are the result of legal regulations or stipulations.
- 4. Price increases from 3 months after concluding the contract are only allowed if the Entrepreneur has stipulated them and:
 - a. they are the result of legal regulations or stipulations; or
 - b. the consumer has the authority to terminate the agreement as of the day the price increase takes effect.
- 5. The prices mentioned in the offer of products or services include VAT.

Article 12 – Compliance and additional guarantee

- 1. The trader guarantees that the products and/or services comply with the contract, the specifications stated in the offer, the reasonable requirements of soundness and/or usability and the existing statutory provisions and/or government regulations on the date the contract was concluded. If agreed, the trader also guarantees that the product is suitable for other than normal use.
- 2. An extra guarantee provided by the trader, his supplier, manufacturer or importer shall never limit the legal rights and claims that the consumer can enforce against the trader on the basis of the contract if the trader has failed to fulfil his part of the contract.
- 3. Extra warranty means any commitment by the entrepreneur, his supplier, importer or producer in which he grants the consumer certain rights or claims that go beyond what he is legally obliged to do in case he has failed to fulfil his part of the agreement.

Article 13 – Delivery and implementation

- 1. The entrepreneur will take the greatest possible care when receiving and executing product orders and when assessing 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 the stipulations in article 4 of these general terms and conditions, the entrepreneur will execute accepted orders with convenient speed but at the latest within 30 days, unless another delivery period has been agreed upon. If delivery is delayed, or if an order cannot or can only be partially carried out, the consumer will be informed about this at the latest 30 days after the order was placed. In that case, the consumer has the right to dissolve the agreement without costs and the right to possible damages.
- 4. After dissolution in accordance with the previous paragraph, the entrepreneur will refund the amount paid by the consumer without delay.

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

Article 14 – Duration transactions: duration, termination and extension

- 1. The consumer may terminate an indefinite contract that was concluded for the regular delivery of products (including electricity) or services at any time, subject to the agreed termination rules and a maximum notice period of one month.
- 2. The consumer may terminate a fixed-term contract that was concluded for the regular supply of products (including electricity) or services at any time at the end of the fixed-term, subject to the agreed termination rules and a period of notice that does not exceed one month.
- 3. The consumer may enter into the agreements mentioned in the previous paragraphs:
 - cancel at any time and not be limited to cancellation at a particular time or period;
 - terminate them at least in the same way as they were entered into by him;
 - always terminate with the same notice period as the entrepreneur has stipulated for himself.

Renewal:

- 4. A fixed-term contract that was concluded for the regular supply of products (including electricity) or services may not be tacitly renewed or renewed for a fixed term.
- 5. Contrary to the previous paragraph, a fixed-term contract that has been concluded for the regular supply of daily or weekly newspapers and magazines may be tacitly renewed for a fixed term not exceeding three months, if the consumer may terminate this renewed contract towards the end of the renewal with a period of notice that does not exceed one month.
- 6. A fixed-term contract that has been concluded for the regular supply of products or services may be tacitly extended for an indefinite period only if the consumer may terminate it at any time with a period of notice that does not exceed one month. The notice period shall not exceed three months in case the contract extends to the regular, but less than once a month, delivery of daily, news and weekly newspapers and magazines.
- 7. A contract with a limited duration for the regular supply by way of introduction of daily, news and weekly newspapers and magazines (trial or introductory subscription) shall not be tacitly continued and shall end automatically after the trial or introductory period.

Duration:

- 8. If a contract has a duration of more than one year, the consumer may terminate the contract at any time after one year with a notice period of up to one month, unless reasonableness and fairness oppose termination before the end of the agreed duration.

Article 15 – Payment

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

an agreement to provide a service, this period starts the day after the consumer received the confirmation of the agreement.

- 2. When selling products to consumers, general terms and conditions may never oblige the consumer to make an advance payment of more than 50%. Where advance payment has been stipulated, the consumer cannot assert any rights regarding the implementation of the order or service(s) in question before the stipulated advance payment has been made.
- 3. The consumer has the duty to report inaccuracies in payment details provided or stated immediately to the entrepreneur.
- 4. If the consumer does not timely meet his payment obligation(s), he is, 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, after the non-payment within this 14-day period, due the statutory interest on the amount due and the entrepreneur has the right to charge the extrajudicial collection costs made by him. These collection costs amount 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 proprietor can deviate from the amounts and percentages mentioned for the benefit of the consumer.

Article 16 – Complaints procedure

- 1. The trader has a sufficiently publicised complaints procedure and deals with the complaint in accordance with this complaints procedure.
- 2. Complaints about the implementation of the contract must be submitted to the trader fully and clearly described within a reasonable time after the consumer has discovered the defects.
- 3. Complaints submitted to the trader shall be replied to 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 14-day period with a notice of receipt and an indication of when the consumer can expect a more detailed answer.
- 4. If the complaint cannot be solved by mutual agreement within a reasonable period of time or within 3 months after submission of the complaint, a dispute arises that is susceptible to the dispute settlement procedure.

Article 17 – Disputes

- 1. On agreements between the entrepreneur and the consumer to which these general conditions apply, only Dutch law is applicable.

Article 18 – Additional or different provisions

Additional provisions or provisions deviating from these general terms and conditions may not be to the detriment of the consumer and should be recorded in writing or in such a way that the consumer can store them in an accessible manner on a durable data carrier.

Annex I: Model withdrawal form

Model withdrawal form

(Please complete and return this form only if you wish to withdraw from the contract)

To: Safaary

Albert Einsteinweg 10A
6045 GX ROERMOND (Netherlands)
info@safaary.nl

I/We* hereby inform/share* you that I/We* wish to terminate our agreement concerning the sale of the following products: [product designation]*

the supply of the following digital content: [digital content designation]*

the supply of the following service: [service designation]*,

revokes/revokes*

- Ordered on*/received on* [date of order in the case of services or receipt in the case of products]

- [Name of consumer(s)]

- [Address consumer(s)]

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

* Delete what does not apply or fill in what is applicable.