

Article 1 - Definitions

Article 2 - Identity of the entrepreneur

Article 3 - Applicability

Article 4 - The offer

Article 5 - The contract

Article 6 - Right of withdrawal

Article 7 - Obligations of the customer during the reflection

Article 8 - Exercise of the right of withdrawal by the customer and costs

Article 9 - Obligations of the trader in case of withdrawal

Article 10 - Exclusion of right of withdrawal

Article 11 - The price

Article 12 - Compliance and Warranty extension

Article 13 - Delivery and execution

Article 14 - Extended duration transactions: duration, termination and renewal

Article 15 - Payment

Article 16 - Security, data and privacy

Article 17 - Complaints

Article 18 - Disputes and legislation

Article 19 - Rights

Article 20 - Force Majeure

## **Article 1 - Definitions**

In these conditions, the following definitions apply:

Article 1 - Definitions

In these conditions, the following definitions apply:

1. Agreement: an (additional) agreement with customer products, digital content and / or services acquired in connection with a distance contract and these goods, digital content and / or services provided by EnofcaVOF or by a third party based on an arrangement between that third party and Enofca VOF;
2. Grace period: The period within which the customer can use his / her right of withdrawal;
3. Customer: the natural person (consumer) or legal (business) entered into a distance contract with Enofca VOF;
4. Consumer: the natural person who is acting for purposes relating to his / her trade, business, craft or profession;
5. Day: calendar day;

6. Digital content means data which are produced and supplied in digital form;
7. Duration agreement: an agreement that involves the regular delivery of goods, services and / or digital content for a certain period (subscription);
8. Durable medium: any device - including also e-mail - the customer or Enofca VOF enables information to him / her personally is directed to store in a way that future consultation or use for a period tailored to the purpose for which the information is intended, and which allows the natural reproduction of the stored information;
9. Right of withdrawal: the ability of the customer to see within the waiting period of the contract;
10. Entrepreneur: the natural or legal person to offer customers products (access to) digital content and / or services at a distance;
11. Distance contract: an agreement (order with payment obligation) between Enofca VOF and the customer is concluded under an organized distance sales of goods, digital content and / or services, up to and including the closing of the agreement exclusively or has been made using one or more techniques for remote communication;
12. 12. Technique for distance communication: a means that can be used for the conclusion of a contract, without the customer and trader need to be met simultaneously in the same space.

## **Article 2 - Identity of the entrepreneur**

Enofca VOF

Keizersgracht 482

NL – 1017 EG Amsterdam

Website: [www.enofca.com/eshop](http://www.enofca.com/eshop)

Phone: +420 602 708 311

On weekdays in the Netherlands from 9:00 to 17:00

Commercial Register: 72842431

VAT identification number: NL859257046B01

## **Article 3 - Applicability**

1. These Terms and Conditions apply to any offer (offer) of Enofca VOF and any agreement reached at a distance between Enofca VOF and its customer.
2. Before the agreement is concluded, the text of this agreement will be made available to the customer. These conditions are for everyone to see on the website Enofca VOF. At the customer's request the General Conditions will be sent free of charge by email.
3. By entering into the agreement, the customer declares to be familiar and agree to these Terms and Conditions.
4. Enofca VOF acknowledges electronic communication and shall not deny its validity or legal effects for the mere fact that the communication is electronic. By accepting this agreement, the customer acknowledges this as well.

5. Any deviations from these Terms and Conditions are only valid if agreed in writing. In such a case, the provisions of which of these conditions is not explicitly deviated in full force.
6. Enofca VOF always has the right to change these Terms and the contents of its website (s) without informing its customers about them personally informed. The, in the opinion of Enofca VOF important and / or significant changes are evident and adequately brought to the attention.

#### **Article 4 - The offer**

1. These Terms and Conditions apply to any offer (offer) of Enofca VOF and any agreement reached at a distance between Enofca VOF and its customer.

2. Before the agreement is concluded, the text of this agreement will be made available to the customer. These conditions are for everyone to see on the website Enofca VOF. At the customer's request the General Conditions will be sent free of charge by email.

3. By entering into the agreement, the customer declares to be familiar and agree to these Terms and Conditions.

4. Enofca VOF acknowledges electronic communication and shall not deny its validity or legal effects for the mere fact that the communication is electronic. By accepting this agreement, the customer acknowledges this as well.

5. Any deviations from these Terms and Conditions are only valid if agreed in writing. In such a case, the provisions of which of these conditions is not explicitly deviated in full force.

6. Enofca VOF always has the right to change these Terms and the contents of its website (s) without informing its customers about them personally informed. The, in the opinion of Enofca VOF important and / or significant changes are evident and adequately brought to the attention.

#### **Article 5 - The contract**

1. The agreement is subject to paragraph 7, concluded at the time of customer acceptance of the offer (bid) and meets the terms and conditions either through the online placing an order to pay duty on the website (s) of Enofca VOF.

2. Handling and shipping of the order on receipt and clearance of payment.

3. Each agreement is an independent contract and is therefore independent of previous agreements, arrangements and / or agreements. Repeat orders do not automatically apply the previously corresponding prices and conditions, unless agreed otherwise subject.

4. The administration of Enofca VOF applies, subject to proof, if proof of the customer Enofca VOF given assignment (s), payments and deliveries by Enofca VOF.

5. If the customer supply (offer) is accepted electronically or online has placed an order with payment obligation Enofca VOF immediately acknowledge electronic receipt of acceptance of the offer or the order. Until receipt of the acceptance of the offer or online order is not confirmed by Enofca VOF, the customer can cancel the agreement.

6. Enofca VOF take appropriate technical and organizational measures to protect the electronic transfer of data and creates a secure web environment. For electronic payments will be taken appropriate security measures by Enofca VOF.

7. Enofca VOF can, within the law, notify the client or his / her payment obligations, and of all those facts and factors relevant to a sound conclusion of the distance contract. If Enofca VOF under this investigation was justified not to enter into the agreement, Enofca VOF is entitled to refuse an

order or request or to impose the execution special conditions. The customer will be notified by email.

8. Enofca VOF may decide to wait until an order of several products with different delivery can be provided in its entirety (see Article 13). The customer will be notified by email.

9. Obvious mistakes or errors on the website (s) of Enofca VOF not binding. This applies if the customer in terms of reasonableness and fairness and should understand the society prevailing notions that contains the contents of the website (s) an obvious mistake or error.

10. Enofca VOF will look upon delivery of the product, service, or digital content to the customer the following information in writing or in such a way that it can be stored by the customer in an accessible manner on a durable medium, send:

11. the address of the establishment of Enofca VOF where the customer can lodge complaints;

12. the conditions and how the customer the right of withdrawal may be exercised, or a clear statement regarding the exclusion of the right of withdrawal;

13. information about guarantees and after sales service;

14. the price including all taxes of the product, service, or digital content; where applicable, the delivery costs; and the method of payment, delivery or performance of the agreement at a distance;

15. the requirements for termination of the agreement if the agreement has a duration of more than one year and it is indefinite;

16. if the customer has a right of withdrawal, the model withdrawal form.

17. In the event of an extended transaction is the provision in the previous paragraph applies only to the first delivery.

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

For products:

1. The customer may conclude an agreement regarding the purchase of one or more product (s) dissolve completely or partially during a cooling-off period of 48 hours without giving any reason. Enofca VOF may ask the customer to the reason (s) for withdrawal, but not to declare his / her obligation reason (s).

2. The grace period referred to in paragraph 1 shall begin on the day after the customer, or in advance by the customer designated third party other than the carrier has received the product, or:

3. if the customer has ordered several items in the same order: the day on which the customer or a third party designated by him, has received the final product. Enofca VOF may, in accordance with article 5, paragraph 8 of these Terms and Conditions, wait until an order of several products with different delivery can be provided in its entirety.

4. if the supply of a product consisting of multiple lots or pieces, the day on which the customer or a third party designated by the final shipment of the final part has received;

5. in contracts for regular delivery of goods during a certain period, the day on which the customer or a third party designated by, has received the first product.

In services and digital content which is not supplied on a tangible medium:

4. The client can be a service contract and a contract for the supply of digital content which is not supplied on a tangible medium for 14 days terminate without giving reasons. Enofca VOF may ask the customer to the reason (s) for withdrawal, but not to declare his / her obligation reason (s).

5. The grace period referred to in paragraph 3 shall begin on the day following the conclusion of the agreement.

Extended grace period for products, services and digital content which is not supplied on a tangible medium by not informing right of withdrawal:

6. If Enofca VOF the customer the information required by law about the right of withdrawal or the standard form does not provide for withdrawal, the withdrawal period shall expire twelve months after the end of the original grace period established pursuant to the preceding paragraphs of this article.

7. If Enofca VOF has provided to the client information mentioned in the preceding paragraph within twelve months after the date of the initial grace period, the grace period will expire 14 days from the day the customer received information.

### **Article 7 - Obligations of the customer during the reflection**

1. During this period the customer will handle the product and packaging. He / she will only unpack or use the product to the extent necessary to establish the nature, characteristics and functioning of the product. The principle is that the customer may only use the product and inspect as he / she would be allowed to do in a shop.

2. The customer is liable for loss of the product that is the result of a way of dealing with the product beyond permitted in paragraph 1.

3. The customer is not liable for diminished value of the product as Enofca VOF him / her before or at the conclusion of the agreement has provided all information required by law about the right of withdrawal.

4. The customer can only actually use his / her right of withdrawal if the goods are returned complete and undamaged in the original packaging.

5. The customer must inform the supplier in case of a defect or incorrectly delivered product first opportunity to come up with a suitable proposal.

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

1. If the customer uses his / her right of withdrawal, he reports / she within the cooling-off period by using the standard withdrawal form (see Annex I) or any other unequivocal manner Enofca VOF. Incomplete or unclear disclosure Enofca VOF will ask the customer by the customer of the information requested additional information. By remaining incomplete or unclear information will lapse withdrawal.

2. As soon as possible, but within 14 days from the day following the notification referred to in paragraph 1, the customer shall return the product, whether he / she hands it to (a representative of) Enofca VOF. This does not offered as Enofca VOF pick up the product itself. The customer has the redirection period observed in any case if he / she returns the product before the waiting period has expired.

3. The customer sends back the product with all accessories, if reasonably possible in original condition and packaging, and in accordance with the reasonable and clear instructions Enofca VOF.

4. The risk and the burden of proof for the correct and timely exercise of the right of withdrawal lies with the customer.

5. The customer bears the direct cost of returning the product.

6. If the customer cancels after first having expressly requested that the provision of the service to begin during the withdrawal period, the customer Enofca VOF owes an amount proportionate to that part of the undertaking which is met by Enofca VOF at the time of withdrawal, compared to the full performance of the obligation.

7. The customer shall bear no cost for the implementation of services if: Enofca VOF customer statutory notice of the withdrawal right, the allowance is not provided in case of withdrawal and the model withdrawal form or; the customer does not expressly the start of the execution of the service requested during the reflection.

8. The customer shall bear no cost for the total or partial delivery of undelivered digital content on a tangible medium, if he / she does not have prior to its delivery expressly agreed to the start of the fulfillment of the agreement before the end of the grace period; he / she has not acknowledged his / lose its right of withdrawal when giving his / her consent; or Enofca VOF failed to confirm this statement of the customer.

9. If the customer exercises his / her right of withdrawal may be terminated any additional agreements legally.

### **Article 9 - Obligations of the trader in case of withdrawal**

1. If Enofca VOF the notification of withdrawal by the customer electronically allows it sends an acknowledgment immediately upon receipt of this notification.

2. Enofca VOF reimburse all payments from the customer, including a proportionate share of any delivery by Enofca VOF charged for the returned product. Money is effected within 14 days after the product has been received by Enofca VOF complete and undamaged.

3. Enofca VOF used the same means of payment used by the customer for reimbursement unless the customer agrees to a different method. The reimbursement is free for the customer.

4. If the customer has opted for a more expensive method of delivery than the cheapest standard delivery Enofca VOF need not pay back the additional costs of the more expensive method.

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

The following goods and services are excluded from the right of withdrawal:

1. Products or services whose price depends on fluctuations in the financial market Enofca VOF control, which may occur within the withdrawal period;

2. Contracts concluded at a public auction. Under a public auction means a method of sale where goods, digital content and / or services by Enofca VOF be offered to customers who attends or is given the possibility to be present at the auction, conducted by an auctioneer and where the successful bidder is bound to purchase the goods, digital content and / or services;

3. Service contracts, after implementation of the service, but only if:

4. implementation with the express prior consent of the customer; and

5. the customer has declared that he / she forfeits his / her right of withdrawal once Enofca VOF the agreement fully implemented;

6. According to customer specifications manufactured products, which are not prefabricated and manufactured on the basis of an individual choice or decision by the customer, or which are clearly intended for a specific person;

7. Products that spoil quickly or have a limited shelf life;
8. Sealed products that are not suitable for reasons of protection of health or hygiene to be sent back and of which the seal has been broken after delivery;
9. Products that are inseparably mixed after delivery by their nature with other products;
10. Items not complete and / or damaged (after complete and undamaged delivery).
11. Sealed audio, video recordings or computer software which were unsealed after delivery;
12. Newspapers, periodicals, books, cards or magazines, except for subscriptions to this;
13. The supply of digital content other than on a tangible medium, but only if:
14. implementation with the express prior consent of the customer; and
15. the customer has declared that he / she thus loses his / her right of withdrawal.

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

1. The total amount of an order always includes the processing of the order, packaging and shipping. A distinction should be made between prices mentioned in an offer (offer) and the prices listed on the website.

2. Prices listed may rise on the site valleys (eg price increase from our supplier) or (temporarily) (eg actions). Products ordered online are delivered at the prices prevailing at the time of order.

3. During the period mentioned in the offer (bid) prices of the products and / or services have not increased, except for price changes due to changes in VAT rates.

4. During the period mentioned in the offer (offer) to be lowered the prices of the products and / or services if at the time of the final order (temporary) lower price applies to online orders.

5. Notwithstanding paragraph 1 Enofca VOF products or services whose prices are subject to fluctuations in the financial market and where Enofca VOF does not affect, at variable prices. These fluctuations and the fact that any price targets, are at the offer (bid).

6. The current retail price of the goods or services is given by Enofca VOF at any time on the website.

7. Price increases within 3 months after the conclusion of the contract are only allowed if they result from legislation or regulations.

8. Price increases from 3 months after the conclusion of the contract are only allowed if Enofca VOF has agreed and:

9. they are the result of legislation or regulations; or

10. the customer has the authority to terminate the agreement with effect from the date the increase takes effect.

11. The prices indicated in the offer (bid) prices of products or services on the website (s) are always inclusive of VAT (with also give price excluding VAT).

### **Article 12 - Compliance Agreement and (additional) guarantee**

1. Enofca VOF guarantees that the products and / or services meet the contract specifications stated in the offer or on the website, the reasonable requirements of reliability and / or usability and on the date of the conclusion of the agreement existing legal provisions and / or government regulations. If agreed Enofca VOF also means that the product is suitable for other than normal use.

2. Enofca VOF makes its offer (offer) clear whether there is a warranty, what conditions apply and who thereby providing the guarantee.

3. One by Enofca VOF, its supplier, manufacturer or importer extended warranty never restricted the legal rights and claims which the customer can do under the agreement as against Enofca VOF apply if Enofca VOF has failed to fulfill its part of the agreement.

4. Under additional guarantee means any undertaking Enofca VOF, its supplier, importer or producer certifying that certain rights or claims to the customer beyond which it is required by law in case it has failed to fulfill its part of the agreement.

5. Enofca VOF is not responsible for communicating any recall action of its supplier or manufacturer. Enofca VOF will however do everything to make this information known to the extent possible and to communicate as soon as possible.

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

1. Enofca VOF will be the greatest possible care taken when receiving and implementing orders for products and when assessing applications for the provision of services.

2. The place of delivery is the address that has to Enofca VOF known customers.

3. Subject to what is stated in Article 4 of these Terms and Conditions, Enofca VOF accepted orders expeditiously (immediately) but not later than 20 days, unless a different delivery period is agreed. For online orders the indicative delivery times are mentioned on our website (s).

4. Enofca VOF will with the products and services that are physically delivered a packing slip, invoice, and send a model withdrawal form.

5. If a product is unexpectedly no longer available, an equivalent or better replacement product is delivered. The customer will be informed by email.

6. If an order is not or only partially carried out, the customer will receive at least 30 days after he / she has placed the order. The client in this case the right to terminate the contract without penalty and be entitled to a refund or a discount on your next order or any other compensation.

7. After dissolution in accordance with the preceding paragraph Enofca VOF will the amount paid by the customer to repay immediately (within 30 days after termination).

8. The risk of damage and / or loss of products rests with Enofca VOF until the moment of delivery to the customer or a pre-designated and Enofca VOF announced representative of the customer, unless otherwise agreed, and subject to paragraph 9 and 10.

9. The transmission of sensitive (fragile and perishable) goods is possible, but always at the risk of the customer. The packaging can be damaged during transport, but this does not always affect the inhouse. Direct after receipt of the goods the customer should check the package contents, quantity and quality. Any deviations and / or shortcomings need by return (within 72 hours of delivery) to be reported to Enofca VOF by sending an e-mail to [info@enofca.com](mailto:info@enofca.com) containing the following information:

1. a) Name of the customer
2. b) The order number
3. c) The invoice number
4. d) The order date
5. e) The date the package was received
6. f) The delivery address
7. g) Description of the / of the product (s) with defects and / or shortcomings
8. h) Description of deviation and / or failure



In an incomplete, unclear or late provision by the customer of the information requested is no compensation possible.

11. If in the opinion of Enofca VOF compensation for deviation (s) and / or failure (s) justified, the customer can choose between a refund (refund), a discount on your next order or any other compensation.

12. Each packet is sent by registered mail so that it is assured (as specified by the parcel). If a parcel is not delivered within a reasonable time, then an investigation is started with the parcel. If it appears that the packet is lost and the parcel pays compensation, the customer is entitled to a refund or reship.

13. Enofca VOF can not be held responsible for delays caused by the actions of the parcel or customs.

14. Import regulations vary by country and are constantly changing. Should a package or one or more items will be refused at the border due to customs regulations than Enofca VOF can not be held liable.

15. If the customer refuses the goods to take delivery or fails (been) in respect of correct delivery (eg incorrect addressing) additional costs may be incurred (eg storage costs). That any additional costs are borne by the customer.

16. If a situation as in paragraph 13 or 15 occurs, Enofca VOF shall in no way be held responsible for spoilage or get it on the date of goods.

17. If a package is returned in its entirety, after refusal by customs and is in good condition received return, following reimbursement of the product value, provided the goods are not to be spoiled or the date. Shipping costs are not refunded in this case.

18. All possible administrative errors as soon as possible but no later than 30 days after notification thereof corrected.

#### **Article 14 - Duration Transactions (subscriptions): duration, termination and renewal**

termination:

1. The customer may contract for an indefinite period, which extends to the regular delivery of products or services, at any time denounce the applicable termination rules and a notice of up to one month.

2. The client can be a contract concluded for a definite period and that extends to the regular delivery of products or services, at any time at the end of the fixed-term, subject to the agreed termination rules and a notice of up to one month.

3. The customer can the agreements referred to in the preceding paragraphs:

- withdraw and not be limited to termination at a certain time or a certain period;
- at least terminate in the same manner as they are entered by it;
- Cancel at the same notice as Enofca VOF has negotiated for itself.

extension:

4. A contract is entered into for a certain period, which extends to the regular delivery of products or services, may not be automatically extended or renewed for a certain duration.

5. Notwithstanding the preceding paragraph, a contract concluded for a definite period and that extends to the regular delivery of daily news and weekly newspapers, magazines, books or cards be tacitly renewed for a limited period of up to three months, if the customer at this extended agreement the end of the extension may terminate with a notice period of one month.

6. A contract for a definite period and that extends to the regular delivery of products or services may be tacitly renewed for an indefinite period if the customer may at any time terminate with a notice of one month. The notice period is up to three months if the contract extends to the regular, but less than once a month, delivering daily, weeklies, magazines or cards.

7. An agreement with a limited duration of the regular delivery of newspapers, weeklies and magazines (trial or introductory subscription) is not continued implicitly and automatically ends at the end of the trial or introductory.

Expensive:

8. If a contract has a duration of more than one year, after one year, the customer should the agreement at any time terminate with a notice period not exceeding one month, unless the reasonableness and fairness oppose termination before the end of the agreed term.

### **Article 15 - Payment**

1. With online sales through the website (s) of Enofca VOF the amounts owed by the customer online in advance to be paid via the automated payment process or by bank transfer.

2. In an agreement based on a prior offer (offer) and unless otherwise stipulated in the contract or additional conditions should be paid the amounts owed by the customer in advance.

3. If the customer chooses to pay via bank, the customer ordered products are reserved. Only after receipt and approval of the amount taken in the order processing.

4. If payment is agreed, the customer can not assert any rights regarding the implementation of the order or service (s) before the advance payment has been made.

5. The customer has the duty to report inaccuracies in his / her supplied or specified payment immediately to Enofca VOF.

### **Article 16 - Security, data and privacy**

1. According to the law on personal registration information will not be passed without the consent of third parties.

2. Enofca VOF take appropriate technical and organizational measures to protect the transmission of personal information and payments.

3. The registered account information will only be used for the transmission of the order, the correct handling of the payment, for sending email and / or post related to the order and for sending newsletters if the customer has signed up for. When the customer has his / her birth registered on the website (s) of Enofca VOF (not required) the customer related messages or offers.

4. The customer may at any time his / her view account details registered on the website (s) of Enofca VOF and can correct them.

5. Registered customers can delete their data by sending an email to [info@enofca.com](mailto:info@enofca.com), with the subject "request for account information removed."

### **Article 17 - Complaints**

1. Complaints can be filed directly by email or via the contact page. After receiving your complaint, you will receive a confirmation by email. Complaints are dealt with immediately.

2. Complaints about the implementation of the agreement should take place promptly after the customer has the defects found, fully and clearly described (in accordance with article 13) submitted to Enofca VOF.

3. In Enofca VOF Complaints are submitted within 14 days from the date of receipt. If a complaint requires a longer processing time by Enofca VOF answer within the period of 14 days, confirming receipt and indicating when the customer can expect a more detailed answer.

4. If the complaint within a reasonable period or within three months after the filing of the complaint can be resolved by mutual agreement creates a dispute that is subject to dispute.

### **Article 18 - Disputes and legislation**

1. Contracts between the customer and Enofca VOF which these Conditions apply, only Dutch law.

2. Enofca VOF adheres to the Dutch legislation with special attention for the consumers legislation.

3. Enofca VOF is aware of the provisions protecting consumers included in the Dutch legislation. The provider is obliged to refrain from any contacts with consumers of behaviors that do somehow infringe or prejudice the legal rights of consumers. This legislation is mainly refers to the legal regulations for consumer sale, general conditions, product liability, misleading and mission of the Civil Code and the laws of privacy protection.

4. The Dutch text of these General Terms and Conditions shall prevail over any translation.

### **Article 19 - Rights**

1. All intellectual property rights including copyright, database rights and trademark rights held by Enofca VOF and / or its supplier (s).

2. It is not allowed the concept, structure, layout, content, graphics and design of the website (s) of Enofca VOF in any way reproduce, store and / or disclose except with the prior written consent of Enofca VOF.

Sharing (viasocialmedia) of information on our website (s) we warmly welcome.

### **Article 20 - Force Majeure**

1. If it is on the side of Enofca VOF force majeure, Enofca VOF has the right to suspend execution of the agreement as long as this situation continues or, at the option of Enofca VOF, to dissolve the agreement entirely or partially.

2. Force majeure is defined in these terms and conditions in addition to what is understood in law and jurisprudence, all external causes, foreseen or unforeseen, which Enofca VOF can not influence but which prevents Enofca VOF unable fulfill its obligations to come.

3. Force majeure is also involved in cases of permanent and irreversible failure by suppliers or other relationships Enofca VOF.

4. Enofca VOF also entitled to invoke force majeure if the circumstances described above after onset Enofca VOF should have fulfilled its obligation.

5. If the force majeure lasts longer than two months, the customer has the right to terminate the agreement in whole or in part.

6. In case of force majeure Enofca VOF is not obliged to pay any costs or damages to the customer.

7. After dissolution as a result of force majeure Enofca VOF, the amount paid by the customer to repay immediately (within 30 days after termination).