

## General Terms and Conditions Blue Wonder website and webshop (B2C)

### Article 1 Definitions

1.1. The terms used in these general terms and conditions are defined as follows:

**General Terms and Conditions:** these general terms and conditions of sale and delivery of Blue Wonder;

**Reflection Period:** the fourteen calendar day period, counted from the day of receipt of the Product(s) by the Consumer, within which Consumer may invoke his/her right of withdrawal;

**Consumer:** the natural person who does not operate in the course of a profession or on behalf of a company and enters into an Agreement with Blue Wonder;

**Right of Withdrawal:** the option Consumer has to withdraw from the Agreement within the Reflection Period;

**Products:** all products to be supplied by Blue Wonder to Consumer under the Agreement;

**Blue Wonder:** the brand and trade name of De Bever B.V. used to offer Products to Consumer at a distance through the Website and whose identity is listed in article 2 of these General Terms and Conditions;

**Agreement:** a distance Agreement under a distance sales scheme organised by Blue Wonder, with the exclusive use of one or more means of distance communication up to and including the time at which the Agreement is concluded;

**Website:** the Website [www.bluewonder.com](http://www.bluewonder.com), where the Customer can order the Products of Blue Wonder electronically.

### Article 2 Identity of Blue Wonder

2.1. **De Bever B.V.:** also trading as Blue Wonder, with its principal place of business in Heemstede, the Netherlands, in its capacity as the user of these General Terms and Conditions

**Address:** Leidschevaartweg 1, 2106 NA Heemstede

**Telephone number:** +31 (0)251-315683

**Email address:** [info@bluewonder.com](mailto:info@bluewonder.com)

**Chamber of Commerce number:** 35020835

**VAT number:** NL803854183B01

### Article 3 Applicability

3.1. These General Terms and Conditions apply to every offer made by Blue Wonder, any order placed by Consumer and to every distance Agreement effected between Blue Wonder and the Consumer.

3.2. Consumer is obliged to accept the General Terms and Conditions before the formation of the Agreement, in the absence of which the Agreement will not be concluded. Ordering through the

Webshop and checking the box next to the text: "I have read and agree to the general terms and conditions of the website" constitutes the acceptance of the General Terms and Conditions.

#### **Article 4. Offers**

- 4.1** All offers of Blue Wonder are without obligation unless explicitly stated otherwise, and may be revoked by Blue Wonder. Blue Wonder expressly reserves the right to amend the prices when a change in the VAT rate gives rise to such an amendment. When a price changes after the conclusion of the Agreement, the Consumer is entitled to terminate the Agreement and cancel the order for a period of 10 calendar days after the announcement of the changes to the offer made by Blue Wonder.
- 4.2** Offers do not apply automatically to repeat orders and Blue Wonder reserves the right to change the prices of the offers.
- 4.3** The validity of all offers is: while stocks last, or the term stated on the Website. If the validity of an offer is exceeded, the offer ends by operation of law, and the Customer cannot take up the offer any longer.
- 4.4** The offer includes a full and precise description of the offered Products. The description is sufficiently detailed so as to allow proper assessment of the offer by Consumer. If Blue Wonder uses images, these will be an accurate representation of the Products on offer. An obvious mistake or manifest errors in the offer are not binding on Blue Wonder.

#### **Article 5. Orders**

- 5.1** The Consumer can place orders in the ways indicated on the Website.
- 5.2.** Blue Wonder is entitled to refuse an order or attach further conditions to the (fulfilment of the) Agreement, provided it has proper grounds to do so. In case of a refusal, no Agreement will be formed. If special conditions are attached to the Agreement, the Agreement will be effected on these terms. Under those circumstances, Blue Wonder must inform Consumer no later than seven days after receipt of the order.
- 5.3.** Blue Wonder will not accept any orders if it is unable to determine the home address of Consumer.

#### **Article 6 Formation of Agreement**

- 6.1** The Agreement is formed, subject to the provisions in article 5.1 and 5.2, when Consumer places an order with Blue Wonder based on the offer made by Blue Wonder, thus accepting the offer and complying with the applicable terms.
- 6.2** Blue Wonder will confirm receipt of the order via email. As long as the receipt of the order has not been confirmed, Consumer may terminate the Agreement.
- 6.3** If and to the extent that the Agreement is formed digitally (through the Website), Blue Wonder will take suitable technical and organisational measures in the security of the digital transfer of data and provide a safe digital environment. If the Consumer can pay by electronic means, Blue Wonder will observe the appropriate security measures.

#### **Article 7 Prices, payments and shipping costs**

- 7.1** The prices listed on the Website are in Euros, inclusive of VAT and exclusive of shipping and handling costs.
- 7.2** After placing the order, Consumer will immediately receive an email confirmation listing the total amount, including shipping costs.
- 7.3** Prior to the delivery, Consumer can pay the ordered Products using iDEAL.
- 7.4** The Consumer has the obligation to promptly inform Blue Wonder of any inconsistencies in the payment details that are provided or listed.
- 7.5** Blue Wonder will only proceed with the delivery of the Product after receiving the payment. The date on which the payment is credited on Blue Wonder's bank account will serve as the payment date.

## **Article 8      Delivery and risk**

- 8.1** Blue Wonder will ship the accepted and paid orders as soon as possible and with the utmost care.
- 8.2** The order will be delivered to the address provided by Consumer. If the Consumer is not at home at the moment of delivery, Blue Wonder is entitled to deliver the Products to the Consumer's neighbours. The delivery periods provided by Blue Wonder are estimates rather than final deadlines. Blue Wonder will not be liable for the exceeding of delivery periods.
- 8.3** In the event that a delivery is delayed, or when an accepted and paid order can not or not fully be delivered within thirty days after Consumer placed the order, the Consumer may terminate the Agreement free of charge. In the event of a termination, Blue Wonder will refund the received amount without delay but no later than within two weeks after the written termination.
- 8.4** The risk of damage to and/or loss of the Products lies with Blue Wonder up to the moment of delivery to the Consumer at the address provided, or to a representative appointed and announced by Blue Wonder, unless explicitly agreed otherwise.
- 8.5** Blue Wonder may involve third parties in the execution of the order(s). However, Blue Wonder will not be responsible for any delivery delays at carriers involved by Blue Wonder.
- 8.6** Consumer is obliged to take possession of the Products on the agreed on location/locations at the time of delivery by Blue Wonder or its carriers, or at the time that they are put at the disposal of Consumer under the Contract. If Consumer remains in default in this regard, any costs arising from this will be at Consumer's expense.
- 8.7** Should Consumer refuse or be negligent in offering information or instructions necessary for the delivery, the Products intended for delivery will be stored at the expense and risk of Consumer.
- 8.8** If the Consumer provides an incorrect delivery address, Blue Wonder is entitled to charge the subsequent shipping costs to Consumer, if and to the extent that the incorrect address results in extra costs for Blue Wonder.
- 8.9** The mere lapse of a delivery period does not entitle Consumer to damages, termination of the Agreement, or non-performance of any obligation on the part of Consumer under the Agreement or any connected Agreement, such with the exception of of the provisions in article 8.3.
- 8.10** Blue Wonder will make every effort to keep its Website as up-to-date as possible. In the unlikely event that a Product is no longer available, Blue Wonder will contact Consumer within 30 days after the order was placed. In that event, Consumer is entitled to terminate the Agreement free of charge or choose another Product.

## **Article 9.      Right of withdrawal**

- 9.1** Consumer is entitled to terminate the Agreement without giving reason within fourteen (14) calendar days including the day of receipt of the Product or the final Product if multiple Products were ordered at the same time.
- 9.2** During the Reflection Period, the Consumer will handle the Product/Products and the packaging with care. Consumer will only unwrap and/or use the Product to the extent necessary to assess whether they wish to keep the Product. The Consumer is only liable for a decrease in value of the Product if this decrease is due to the Consumer's imprudent handling of the Product.
- 9.3** Should Consumer wish to invoke its Right of withdrawal, Consumer will state its name, the name of the Product, the number of Products and the order number and the fact that they are invoking their Right of withdrawal on the standard form at the bottom of these General Terms and Conditions or using another unambiguous method, such as email, by letter or by telephone. Blue Wonder will send a confirmation of receipt of the return notification to Consumer without delay.
- 9.4** The Consumer will return the Product to Blue Wonder as soon as possible, but no later than within 14 days after the day following the notification under article 9.3. The Consumer has fulfilled its obligations when it returns the Product/the Products to Blue Wonder within this timeframe. Should Consumer invoke their Right of withdrawal, they will return the Product to Blue Wonder, including all accessories delivered with it and in its original state and packaging. The risk and the burden of proof of the timely and correct invocation of the Right of withdrawal, lie with the Consumer.
- 9.5** The Consumer carries the costs of returning the Product/the Products.
- 9.6** Blue Wonder will refund the purchase amount and the return and shipping costs within fourteen (14) days upon Consumer's notification of return to Blue Wonder. Blue Wonder will refund the

purchase amount and the costs only after receiving the Products, or when Consumer provides proof that they have returned the Products. Blue Wonder will use the same payment method for its refund as the one used by Consumer.

## **Article 10 Complaints**

- 10.1** Blue Wonder uses a complaints procedure, as indicated on its Website. Blue Wonder handles complaints lodged by the Consumer in accordance with this complaints procedure.
- 10.2** Should the Product/the Products not comply with the Agreement, Consumer will inform Blue Wonder of this in writing, including a motivation, without delay and always within two months after delivery of the Product to Consumer, or after observation of a defect would reasonably be possible.
- 10.3** Should Consumer discover damage to the package containing the Product before opening it, they must contact Blue Wonder immediately. If the Consumer discovers the damage after opening the packaging, this should be indicated by Consumer on the return shipment.
- 10.4** Small deviations considered acceptable in the field or technically unpreventable, in quality, colour, size, weight, finish, design and the like, are not considered grounds for complaints.
- 10.5** After it has been proven that the Products do not comply with the Agreement, Blue Wonder may choose to replace said Products by new Products subject to the return of the faulty Products, unless this is impossible or this cannot reasonably be required of Blue Wonder. If that is the case, Consumer will be entitled to terminate the Agreement, and Blue Wonder will refund the invoice amount for the Products to the Consumer upon return of the delivered Products.

## **Article 11 Retention of title**

- 11.1** Blue Wonder retains full ownership of the delivered Product(s) until the purchase price is paid in full.

## **Article 12 Intellectual Property Rights**

- 12.1** The Intellectual Property Rights to the (designs) of the Products, as well as accompanying texts, images, design, data files, photos and other (still or moving) visual materials, formats, software, brands, domain names and other materials, which follow from the Website, are held by Blue Wonder, its licensors, the manufacturers of said Products and/or third parties not affiliated to Blue Wonder.
- 12.2** The Consumer is to fully and unconditionally respect all intellectual and industrial property rights attached to the Products delivered by Blue Wonder. Consumer is not entitled to publicize (parts of) the Website and/or reproduce it in any way. Consumer may not make alterations to the delivered Products unless the nature of the Products requires otherwise or otherwise agreed in writing. Consumer may place a hyperlink to the Website only when this is done for information purposes for the benefit of Consumers. The placement of a hyperlink for any other purpose, including a commercial aim, is strictly prohibited.
- 12.3** Blue Wonder cannot guarantee that the Products delivered to Consumer do not infringe on any (unwritten) intellectual or industrial property rights held by third parties.

## **Article 13 Force majeure**

- 13.1** In the event of force majeure, Blue Wonder may suspend the execution of the Consumer's order or terminate the Agreement by means of a written notification, without judicial intervention and without prejudice to any other rights to which Blue Wonder is entitled. Force Majeure means every circumstance beyond Blue Wonder's control that fully or partially prevents fulfilment of the obligations Blue Wonder has towards Consumer. These circumstances include, among other things, strikes, fire, operational failures, power outages, non delivery or late delivery by licensors or other third parties involved, pandemics and measures taken as a result of pandemics. Furthermore, force majeure includes interruptions in (telecommunication) networks or connections or communication systems and/or website disruptions.

## **Article 14      Miscellaneous**

- 14.1** Any deviations from these General Terms and Conditions will only be binding if they have been agreed on by Blue Wonder and Consumer in writing. In that case, all other provisions of these General Terms and Conditions will remain effective. Such deviations will not give rise to any rights in any future legal relationships or Agreements.
- 14.2** Blue Wonder is entitled to transfer the rights and obligations arising from its Agreement with Consumer to a third party by means of a single notification to Consumer.
- 14.3** Should one or more provisions of these General Terms and Conditions or any other Agreement with Blue Wonder be contrary to any legal provision, the provision involved will lapse and will be replaced by a new provision permissible by law, to be determined by Blue Wonder.
- 14.4** All rights and claims stipulated in these General Terms and Conditions and in any further Agreements that are binding on Blue Wonder will also be binding on any third parties involved by Blue Wonder or any other third parties.

## **Article 15.      Applicable law and competent court**

- 15.1** Dutch law exclusively governs these General Terms and Conditions and any subsequent Agreements and disputes, even when the Agreement is - fully or partially - executed abroad or when Consumer resides abroad. In that event, Consumer will also enjoy protection under the mandatory provisions of the applicable law of the country they reside in. Should the Consumer be entitled to protection in their country of residence and conflict arise between the mandatory provision of said country and Dutch law, the mandatory provision will take precedence.
- 15.2** All disputes between parties will be brought before the competent court in the Netherlands.

## **Appendix I: Model withdrawal form**

Model withdrawal form

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

To: Blue Wonder

For the correct return address, please check the return information as included in your account on our website.

Email: via this form

I/we hereby inform you, that I/we wish to withdraw from our Agreement regarding the sale of the following products: [indication product]\*

the delivery of the following digital contents: [indication digital contents]\*

the performance of the following service: [indication service]\*,

Ordered on\*/received on\* [date of the order for services or receipt for products]

[Name consumer(s)]

[Address consumer(s)]

[Signature consumer(s)] (only when this form is returned on paper)

\* Delete as appropriate or fill in as appropriate.