

Terms & Conditions – APX Pro Care

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Article 1 - Definitions

For the purposes of these terms and conditions, the following definitions apply:

1. **Cooling-off period:** the period within which the consumer can exercise his right of withdrawal;
2. **Consumer:** the natural person who is not acting in the exercise of a profession or business and enters into a distance contract with the entrepreneur;
3. **Day:** calendar day;
4. **Long-term transaction:** a distance contract relating to a range of products and/or services, the delivery and/or purchase obligation of which is spread over time;
5. **Durable medium:** any means that enables the consumer or entrepreneur to store information addressed to him personally in a way that allows future consultation and unaltered reproduction of the information stored.
6. **Right of withdrawal:** the possibility for the consumer to withdraw from the distance contract within the cooling-off period;
7. **Model form:** the model withdrawal form that the entrepreneur makes available that a consumer can fill in when he wants to exercise his right of withdrawal.
8. **Entrepreneur:** the natural or legal person who offers products and/or services to consumers at a distance;
9. **Distance contract:** an agreement in which, within the framework of a system for distance selling of products and/or services organised by the entrepreneur, up to and including the conclusion of the agreement, only one or more techniques for distance communication are used;
10. **Distance communication technology:** means that can be used to conclude a contract without the consumer and entrepreneur having come together in the same room at the same time.
11. **General Terms and Conditions:** the present General Terms and Conditions of the Entrepreneur.

Article 2 - Identity of the entrepreneur

APX Pro Care (part of Esmea Techniek)
Philippusweg 2
3125 AS, Schiedam
The Netherlands

Phone number: +31636223211

E-mail address: info@apxprocare.com

info@apxprocare.com

If the trader's activity is subject to a relevant authorisation scheme: the

Details of the supervisory authority:

If the entrepreneur exercises a regulated profession:

- the professional association or organisation to which he or she is a member;
- the professional title, the place in the EU or the European Economic Area where it was awarded;
- a reference to the professional rules that apply in the Netherlands and instructions on 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 entrepreneur and to every distance agreement and orders between entrepreneur and consumer.
2. Before the distance contract is concluded, the text of these general terms and conditions is made available to the consumer. If this is not reasonably possible, it will be indicated before the distance agreement is concluded that the general terms and conditions can be viewed at the entrepreneur's premises and that they will be sent free of charge as soon as possible at the consumer's request.
3. If the distance contract is concluded electronically, the text of these general terms and conditions may be made available to the consumer electronically in such a way that it can be easily stored by the consumer on a durable data carrier before the distance contract is concluded. If this is not reasonably possible, it will be indicated before the distance contract is concluded where the general terms and conditions can be taken cognizance of electronically and that they will be sent free of charge at the consumer's request by electronic means or by other means.
4. In the event that, in addition to these general terms and conditions, specific product or service terms and conditions also apply, the second and third paragraphs shall apply mutatis mutandis and, in the event of conflicting general terms and conditions, the consumer may always invoke the applicable provision that is most favourable to him.
5. If one or more provisions in these general terms and conditions are at any time wholly or partially null and void or are annulled, the agreement and these terms and conditions will remain in force and the relevant provision will be replaced immediately by a provision that approximates the purport of the original as much as possible.
6. Situations that are not regulated in these general terms and conditions must be assessed 'in the spirit' of these general terms and conditions.
7. Any ambiguities about the interpretation or content of one or more provisions of our terms and conditions must be interpreted 'in the spirit' of these general terms and conditions.

Article 4 - The offer

1. If an offer has a limited period of validity or is subject to conditions, this will be explicitly stated in the offer.
2. The offer is non-binding. The entrepreneur is entitled to change and adjust the offer.
3. The offer contains a complete and accurate description of the products and/or services offered. The description is sufficiently detailed to allow a proper assessment of the offer by the consumer. If the entrepreneur uses images, they are a true representation of the products and/or services offered. Obvious mistakes or obvious errors in the offer are not binding on the entrepreneur.
4. All images, specifications and data in the offer are indicative and cannot be a reason for compensation or dissolution of the agreement.
5. Images accompanying products are a true representation of the products offered. The Entrepreneur cannot guarantee that the displayed colors exactly match the real colors of the products.
6. Each offer contains information in such a way that it is clear to the consumer what the rights and obligations are that are attached to the acceptance of the offer. In particular, this concerns special:
 - the price including taxes;
 - the cost of shipping, if any;
 - the manner in which the agreement will be concluded and what actions are required for this;
 - whether or not the right of withdrawal applies;
 - the method of payment, delivery and execution of the agreement;
 - the period for acceptance of the offer, or the period within which the entrepreneur guarantees the price;
 - the level of the tariff for distance communication if the costs of using the technology for distance communication are calculated on a basis other than the regular basic tariff for the means of communication used;
 - whether the agreement is archived after its conclusion, and if so, how it can be consulted by the consumer;
 - the way in which the consumer, before concluding the contract, can check and, if desired, rectify the data provided by him in the context of the contract;
 - any other languages in which, in addition to Dutch, the agreement can be concluded;
 - the codes of conduct to which the entrepreneur has submitted and the way in which the consumer can consult these codes of conduct by electronic means; and
 - the minimum duration of the distance contract in the case of a long-term transaction.

Article 5 - The Agreement

1. Subject to the provisions of paragraph 4, the agreement is concluded at the moment of acceptance by the consumer of the offer and the fulfilment of the conditions set thereby.
2. If the consumer has accepted the offer by electronic means, the entrepreneur will immediately confirm receipt of the acceptance of the offer by electronic means. 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 organizational measures to secure the electronic transfer of data and ensure a secure web environment. If the consumer can pay electronically, the entrepreneur will take appropriate security measures to this end.
4. The entrepreneur can - within legal frameworks - find out whether the consumer can meet his payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the distance contract. If, on the basis of this investigation, the entrepreneur has good reasons not to enter into the agreement, he is entitled, stating reasons, to refuse an order or request or to attach special conditions to the execution.
5. The entrepreneur will send the following information to the consumer with the product or service, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable data carrier:
 6. the visiting address of the entrepreneur's establishment where the consumer can go with complaints;
 7. the conditions under which and the manner in which the consumer can exercise the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
 8. the information about warranties and existing after-sales service;
 9. the information included in Article 4 paragraph 3 of these terms and conditions, unless the entrepreneur has already provided this information to the consumer before the execution of the agreement;
 10. the requirements for termination of the contract if the contract has a duration of more than one year or is of indefinite duration.
11. In the case of a long-term transaction, the provision in the previous paragraph only applies to the first delivery.
12. Each agreement is entered into under the conditions precedent of sufficient availability of the products in question.

Article 6 - Right of withdrawal

On delivery of products:

1. When purchasing products, the consumer has the option to dissolve the agreement without giving reasons for 14 days. This cooling-off period starts on the day after receipt of the

product by the consumer or a representative appointed in advance by the consumer and disclosed to the entrepreneur.

2. During the cooling-off period, the consumer will handle the product and its packaging with care. He will only unpack or use the product to the extent necessary to be able to assess whether he wishes to keep the product. If he makes use of his right of withdrawal, he will return the product to the entrepreneur with all accessories supplied and - if reasonably possible - in its original condition and packaging, in accordance with the reasonable and clear instructions provided by the entrepreneur.
3. If the consumer wishes to make use of his right of withdrawal, he is obliged to make this known to the entrepreneur within 14 days after receipt of the product. The consumer must make this known by means of the model form. After the consumer has indicated that he wishes to make use of his right of withdrawal, the customer must return the product within 14 days. The consumer must prove that the delivered goods have been returned on time, for example by means of proof of shipment.
4. If, after the expiry of the periods referred to in paragraphs 2 and 3, the customer has not indicated that he wishes to exercise his right of withdrawal or has not returned the product to the entrepreneur, the purchase is a fact.

In the provision of services:

1. In the case of delivery of services, the consumer has the option to dissolve the agreement without giving reasons for at least 14 days, starting on the day of entering into the agreement.
2. In order to make use of his right of withdrawal, the consumer shall comply with the reasonable and clear instructions provided by the entrepreneur at the time of the offer and/or at the latest at the time of delivery.

Article 7 - Costs in case of withdrawal

1. If the consumer makes use of his right of withdrawal, the costs of return will be borne by him at most.
2. If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible, but no later than 14 days after withdrawal. However, this is subject to the condition that the product has already been received back by the merchant or conclusive proof of complete return can be submitted. Refunds will be made via the same payment method used by the consumer, unless the consumer expressly gives permission for another payment method.
3. In the event of damage to the product due to careless handling by the consumer himself, the consumer is liable for any depreciation of the product.
4. The consumer cannot be held liable for depreciation of the product if the entrepreneur has not provided all legally required information about the right of withdrawal, this must be done before the conclusion of the purchase agreement.

Article 8 - Exclusion of the right of withdrawal

1. The entrepreneur can exclude the consumer's right of withdrawal for products as described in paragraphs 2 and 3. The exclusion of the right of withdrawal only applies if the entrepreneur has clearly stated this in the offer, at least in good time before the conclusion of the agreement.
2. Exclusion of the right of withdrawal is only possible for products:
3. which have been established by the entrepreneur in accordance with the specifications of the consumer;
4. which are clearly personal in nature;
5. which, by their nature, cannot be returned;
6. which can spoil or age quickly;
7. the price of which is subject to fluctuations in the financial market over which the entrepreneur has no influence;
8. for individual newspapers and magazines;
9. for audio and video recordings and computer software that the consumer has unsealed.
10. for hygienic products where the seal has been broken by the consumer.
11. Exclusion of the right of withdrawal is only possible for services:
12. relating to accommodation, transport, catering or leisure activities on a specific date or during a specified period;
13. the delivery of which has commenced with the express consent of the consumer before the cooling-off period has expired;
14. concerning betting and lotteries.

Article 9 - The price

1. During the period of validity stated in the offer, the prices of the products and/or services offered will not be increased, except for price changes due to changes in VAT rates.
2. By way of derogation from the previous paragraph, the entrepreneur may offer products or services whose prices are subject to fluctuations in the financial market and over which the entrepreneur has no influence, with variable prices. This fact that there are fluctuations and the fact that any prices quoted are indicative prices are indicated in the offer.
3. Price increases within 3 months after the conclusion of the agreement are only permitted if they are the result of legal regulations or provisions.
4. Price increases from 3 months after the conclusion of the agreement are only permitted if the entrepreneur has stipulated this and:
5. they are the result of legal regulations or provisions; or

6. the consumer has the right to terminate the contract with effect from the day on which the price increase takes effect.
7. The prices mentioned in the offer of products or services include VAT.
8. All prices are subject to printing and typesetting errors. No liability is accepted for the consequences of printing and typesetting errors. In the event of printing and typesetting errors, the entrepreneur is not obliged to deliver the product according to the incorrect price.

Article 10 - Conformity and Warranty

1. The entrepreneur guarantees that the products and/or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of soundness and/or usability and the legal provisions and/or government regulations existing on the date of the conclusion of the agreement. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.
2. A guarantee provided by the entrepreneur, manufacturer or importer does not affect the legal rights and claims that the consumer can assert against the entrepreneur on the basis of the agreement.
3. Any defects or incorrectly delivered products must be reported to the entrepreneur in writing within 2 months after delivery. The products must be returned in the original packaging and in new condition.
4. The warranty period of the entrepreneur corresponds to the manufacturer's warranty period. However, the entrepreneur is never responsible for the final suitability of the products for each individual application by the consumer, nor for any advice regarding the use or application of the products.
5. The warranty does not apply if:
 - The consumer has repaired and/or processed the delivered products himself or has had them repaired and/or processed by third parties;
 - The delivered products have been exposed to abnormal conditions or are otherwise handled carelessly or are contrary to the instructions of the entrepreneur and/or have been treated on the packaging;
 - The defect is wholly or partly the result of regulations that the government has imposed or will impose with regard to the nature or quality of the materials used.

Article 11 - Delivery and execution

1. The entrepreneur will exercise the greatest possible care in the receipt and execution of orders for products and in the assessment of requests for the provision of services.
2. The place of delivery is the address that the consumer has made known to the company.
3. With due observance of what is stated in paragraph 4 of this article, the company will execute accepted orders expeditiously but no later than within 30 days, unless the consumer

has agreed to a longer delivery period. If the delivery is delayed, or if an order cannot be fulfilled or can only be partially executed, the consumer will be notified no later than 30 days after he has placed the order. In that case, the consumer has the right to dissolve the agreement without costs. The consumer is not entitled to compensation.

4. All delivery times are indicative. The consumer cannot derive any rights from any of the aforementioned deadlines. Exceeding a time limit does not entitle the consumer to compensation.
5. In the event of dissolution in accordance with paragraph 3 of this article, the entrepreneur will refund the amount paid by the consumer as soon as possible, but no later than 14 days after dissolution.
6. If delivery of an ordered product proves to be impossible, the entrepreneur will make every effort to make a replacement item available. At the latest upon delivery, it will be stated in a clear and comprehensible manner that a replacement item will be delivered. In the case of replacement items, the right of withdrawal cannot be excluded. The costs of any return shipment are at the expense of the entrepreneur.
7. The risk of damage and/or loss of products rests with the entrepreneur until the moment of delivery to the consumer or a representative designated in advance and made known to the entrepreneur, unless explicitly agreed otherwise.

Article 12 - Long-term transactions: duration, termination and extension

Termination

1. The consumer may terminate an agreement that has been entered into for an indefinite period of time and that aims at the regular delivery of products (including electricity) or services, at any time, with due observance of the agreed termination rules and a notice period of no more than one month.
2. The consumer may terminate an agreement that has been entered into for a definite period of time and that is intended for the regular delivery of products (including electricity) or services, at any time towards the end of the fixed term, with due observance of the agreed termination rules and a notice period of no more than one month.
3. The consumer may use the contracts referred to in the preceding paragraphs:
 - cancel at any time and not be limited to termination at a particular time or period;
 - at least denounce in the same manner as they have entered into by him;
 - Always terminate with the same notice period as the entrepreneur has stipulated for himself.

Extension

1. A fixed-term contract for the regular delivery of products (including electricity) or services may not be tacitly renewed or renewed for a fixed period.
2. By way of derogation from the previous paragraph, an agreement entered into for a definite period of time and for the regular delivery of daily, news, weekly and periodicals may be tacitly renewed for a fixed period of up to three months, if the consumer can terminate this

extended contract by the end of the extension with a notice period of no more than one month.

3. A contract that has been entered into for a definite period of time and which is intended to provide products or services on a regular basis may only be tacitly renewed for an indefinite period if the consumer may terminate at any time with a notice period of no more than one month and a notice period of no more than three months in the event that the contract is intended to provide the regulated, but less than once a month, delivering daily, news and weekly newspapers and magazines.
4. An agreement with a limited duration for the regular delivery of daily, news and weekly newspapers and magazines for the purpose of getting to know each other (trial or introductory subscription) will not be tacitly continued and will automatically end at the end of the trial or introductory period.

Expensive

1. If an agreement has a duration of more than one year, the consumer may terminate the agreement at any time after one year with a notice period of no more than one month, unless reasonableness and fairness preclude termination before the end of the agreed term.

Article 13 - Payment

1. Unless otherwise agreed, the amounts owed by the consumer must be paid within 7 working days after the start of the cooling-off period as referred to in Article 6 paragraph 1. In the case of a contract for the provision of a service, this period starts after the consumer has received the confirmation of the contract.
2. The consumer has the duty to report any inaccuracies in the payment details provided or mentioned to the entrepreneur without delay.
3. In the event of non-payment by the consumer, the entrepreneur has the right, subject to legal restrictions, to charge the reasonable costs made known to the consumer in advance.

Article 14 - Complaints procedure

1. The entrepreneur has a sufficiently publicised complaints procedure and handles the complaint in accordance with this complaints procedure.
2. Complaints about the execution of the agreement must be submitted to the entrepreneur within 2 months, fully and clearly described, after the consumer has noticed the defects.
3. Complaints submitted to the entrepreneur will be answered 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 period of 14 days with a confirmation of receipt and an indication of when the consumer can expect a more detailed answer.
4. If the complaint cannot be resolved by mutual agreement, a dispute arises that is subject to dispute settlement.

5. In the event of complaints, a consumer must first contact the entrepreneur. If the webshop is affiliated with Stichting WebwinkelKeur and in case of complaints that cannot be resolved by mutual agreement, the consumer must contact Stichting WebwinkelKeur (webwinkelkeur.nl), which will mediate free of charge. Check if this webshop has a current membership via <https://www.webwinkelkeur.nl/ledenlijst/>. If a solution is still not reached, the consumer has the option to have his complaint handled by the independent disputes committee appointed by Stichting WebwinkelKeur, the decision of which is binding and both entrepreneur and consumer agree to this binding decision. Submitting a dispute to this arbitration committee involves costs that must be paid by the consumer to the relevant committee. It is also possible to register complaints via the European ODR platform (<http://ec.europa.eu/odr>).
6. A complaint does not suspend the obligations of the entrepreneur, unless the entrepreneur indicates otherwise in writing.
7. If a complaint is found to be well-founded by the entrepreneur, the entrepreneur will, at its discretion, replace or repair the delivered products free of charge.

Article 15 – Disputes

1. Agreements between the entrepreneur and the consumer to which these general terms and conditions apply are exclusively governed by Dutch law. Even if the consumer resides abroad.
2. The Vienna Sales Convention does not apply.

Article 16 - Additional or deviating provisions

1. Additional or deviating provisions from these general terms and conditions may not be to the detriment of 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 data carrier.