



CBW-erkend

HOMWARE STORES THAT ARE CBW-APPROVED HAVE CONDITIONS OF SALE THAT OFFER YOU EXTRA PROTECTION WHEN YOU MAKE A PURCHASE.



They offer even better warranties of at least two years.



Your downpayment: if a store goes bankrupt, there is a downpayment scheme\*.



If something goes wrong nevertheless, an independent disputes committee will arrange a suitable solution.

CBW-approved conditions

## FOR HOMEWARE STORES

### CONGRATULATIONS!

**You have made the right decision:** you have chosen a CBW-approved store. CBW-approved stores have general sales conditions that provide extra protection for consumers. The conditions contain all (statutory) rules that are important to you when making a purchase, and relate to downpayments, delivery times, payment, transportation, warranties etc.

CBW-approved stores offer more certainty than other homeware stores because they observe an approval scheme with **three guarantees**. In the area of **downpayments**, for example. If a store goes bankrupt, there is a downpayment scheme through which other CBW-approved homeware stores will help you\*. They also offer **exceptional product warranties**.

And if something goes wrong despite all that, you can submit your complaint to an **independent disputes committee**, which is guaranteed\* to arrange a suitable solution. These conditions describe exactly how the scheme works. CBW-approved homeware stores, ranging from furniture, kitchen and flooring stores to stores selling carpets, bathrooms, bedrooms and curtains, can be recognized by the special CBW-approved logo and year mark. And you can find all CBW-approved homeware stores in your area at [www.cbw-erkend.nl](http://www.cbw-erkend.nl)

### CBW-APPROVED: TRUST IN YOUR PURCHASE

See [www.cbw-erkend.nl](http://www.cbw-erkend.nl) for more information about CBW approval and the scheme.

\* No rights or obligations can be derived from the text on this page. The exact conditions, limitations and procedures are described in the articles of these "CBW-approved" conditions.

These general conditions will take effect on 1 July 2017

#### ARTICLE 1 - Definitions

1. In these conditions, the following terms are understood to have the following meanings:

**The company:** the CBW-approved retailer/contractor, participating in the SG CBW, who enters into or wishes to enter into an agreement with the customer;

**The customer:** the buyer/client or the party entering into or wishing to enter into an agreement with the company;

**The business client:** the customer acting in the exercise of a profession or business;

**The consumer:** the customer not acting in the exercise of a profession or business;

**Delivery:** the actual handing over of the purchased products and/or semi-finished goods to the customer; Completion: the provision of the products and/or the work in ready-for-use conditions, as agreed;

**Remotely concluded agreement:** the agreement concluded with a consumer whereby, up to and including the concluding of the agreement, exclusively use is made of one or more techniques for remote communication, as described in article 6:230g, 1st paragraph, of the Dutch Civil Code, e.g. web store or mail order;

**Agreement Concluded Outside the Retail Space:** an agreement concluded with a consumer otherwise than in the retail space of the company, as described in article 6:230g, paragraph 1f, of the Dutch Civil Code, such as at a consumer's home, at trade fairs or on the street;

**SG CBW:** Stichting Garantieregelingen CBW [CBW Warranty Schemes Foundation], which is tasked with the execution and enforcement of the consumer schemes as referred to in articles 19 and 21 of these conditions;

**Floor:** subfloor and/or underlayment and/or finish floor;

**Subfloor:** the existing surface on which the work must be carried out;

**Underlayment:** the material placed between the subfloor and the finish floor, not being repair material for the subfloor.

2. If the agreement, offer, delivery or service also relates to connection, installation, fitting and other work, then the following terms are understood to have the following meanings:

**Connecting:** the connecting of all supply and discharge pipes and wiring to existing and correctly placed connection points;

**Installing:** the placement of all supply and discharge pipes, wiring and connection points necessary for the correct fitting of the product;

**Assembly (placing):** the assembly and adjusting of the product or components thereof;

**Other work:** demolition and conversion work, the levelling of floors and the processing of tiles.

#### ARTICLE 2 - Validity

These conditions may only be used by CBW-approved homeware stores and apply only to the delivery of products and/or services in the area of home furnishing.

#### ARTICLE 3 - Intellectual property

1. The company reserves all intellectual property relating to, among others, provided designs, images, drawings, samples and models. If the company so requests, the customer must return these immediately. If the company has additional legal rights, he may claim these.

2. The customer may not remove or change indications relating to rights of intellectual property in or affixed to the goods or services delivered or provided by the company.

3. The customer may not reproduce, make public, exploit or exhibit materials of the company that are subject to intellectual property rights without the permission of the company.

#### ARTICLE 4 - The offer

1. All offers are valid for 21 days after the date of the offer, unless stated otherwise in the offer. Offers are based on the information, drawings and dimensions derived from these as provided by the customer and on any measurements performed by the company. The customer must inform the company of facts and/or circumstances that could affect the performance of the agreement, to the extent that these are relevant to the making of the offer (see also articles 7 and 8). For floors, the company will take and keep to the longest length and widest width when measuring the surfaces, taking into account packaging units as they must be ordered from suppliers (linear metres of carpet, packages of laminate, full-length skirting etc.). Designs, images, drawings, indicated measurements and weights and samples and models provided by the company are as accurate as possible.

2. The offer includes a full description of the products to be supplied and the work to be carried out, the total (purchase) price, the delivery time, the payment conditions and the risks for both parties.

In the offer the company will point out to the customer his or her obligation to duly care for the articles, materials and equipment of the company that are present on the work site, without prejudice to the customer's statutory liability. For "on-demand" orders, the offer includes an explanation thereof and information about the delivery time from the moment the demand is made, as described in article 6, paragraph 6. The offer indicates the price of the materials and the manner in which the price for the work to be carried out will be calculated. There are two ways: contract price or cost-plus.

a. with contract price, the parties agree a fixed price for which the work will be performed;

b. with cost-plus, the company draws up an accurate specification of the price factors, (including the hourly rate and unit prices of the required materials).. The company can provide

an indicative price, being an estimate of the total costs, at the customer's request. The offer will indicate whether any additional costs will be involved, such as transport, delivery, payment or postage costs.

3. Any work activities not mentioned in the offer do not form part of the agreed price. If the customer does desire these, this may have a price-increasing effect (see also article 13).

4. The customer must ensure that the company can carry out the work properly. If the customer has specific obligations to fulfil in that context, the company will indicate this in the offer. For example, the fact that the installation points, pipes and discharge pipes must be present in accordance with the company's sketch (see article 7, paragraphs 3 and 4).

5. If the customer does not accept the offer, the company may charge the costs incurred in drawing up the offer. This is only possible if the customer has been demonstrably informed of these costs and their sum during or before the request for an offer. The customer becomes owner of the offer and any drawings following payment of the offer costs. The intellectual property remains with the company.

#### ARTICLE 5 - The agreement (for agreements outside the retail space or remotely concluded agreements: see article 18)

##### The downpayment

1. The company may request a downpayment when entering into an agreement with a customer. For a business client (not a consumer), no maximum percentages apply. For consumers, the maximum percentage depends on the product.

2. The maximum downpayment for consumers is 25%, except for the following products, for which the maximum is 15%:

a. kitchens/bathrooms/sanitary articles and/or components thereof, and/or related work;

b. parquet, floorboards of solid wood, linoleum, stair renovations, natural stone, gravel, (gravel) tile, poured concrete, concrete, concrete look, cork and laminate floors, and/or work to be carried out in connection with these products.

##### Price changes

3. Price increases can be charged on to business clients.

4. For price increases for consumers, emerging after the conclusion of the agreement but before delivery, the following applies:

- Price increases resulting from VAT increases and other statutory measures can always be charged on.
  - Other price increases within 3 months following the conclusion of the agreement may not be charged on.
  - Other price increases after 3 months following the conclusion of the agreement may only be charged on if this has been agreed. The company must, when doing so, indicate why a price increase can be implemented and whether or not the consumer can then cancel the agreement without cost.
5. Price reductions after the conclusion of the agreement as a result of, for example, clearance sales, closing-down sales, promotions or discounts on showroom models do not entitle the customer to a reduction in the price.

##### Retention of title

6. The company remains the owner of the sold products until the customer has fully paid the price (and any additional costs). The customer is obliged to treat the products with care. He may not surrender the goods to third parties or give them as security, pledge them, or remove them or have them removed from the space in which they were delivered, until the owed amount has been paid.

7. The company may fully or partially cancel the agreement without notice of default in case of bankruptcy, suspension of payments, or a statutory debt rescheduling on the part of the customer.

##### Providing surety in respect of business clients

8. For agreements with business clients, the company may request that sufficient surety is provided for duly meeting the payment obligations before he fulfils the agreement or continues to do so.

##### Compensation of damages in respect of business clients

9. The company is never obliged to pay other damages to a business client than explicitly provided for in these conditions. He is never obliged to compensate for other direct or indirect damages, including damage suffered by third parties, loss of profits and such.

##### Call-out charges

10. The company may charge call-out charges if this has been agreed at the conclusion of the agreement. If transportation is not included in the agreement, the company may always charge call-out charges, except in cases of non-compliance.

#### ARTICLE 6 - Delivery time

1. The delivery time is the agreed time within which the work must have been done or the products must have been delivered. The delivery time is fixed, unless the agreement indicates an estimated delivery time. If no delivery time has been agreed, consumer purchases are subject to a fixed delivery time of 30 days.

2. If the expected delivery time is exceeded, the company shall be granted an extension of this term to make the delivery. The extended term is at maximum one month, but never more than the original delivery time. Any price increases occurring during this period may not be charged on.

3. If the extended term or the fixed agreed delivery time is exceeded, the customer may cancel the agreement without notice of default or court intervention being required and/or may claim damages.

4. If, for agreements concluded with a business client, the estimated or fixed agreed delivery time is exceeded, the company shall not be liable for any consequential damages in any form.

5. Where agreements with consumers are concerned, the company must compensate such damage as relates to the exceeding of the term and which can, among others given the nature of the liability and the nature of the damage, be imputed to him.

6. If it has been agreed that the company will place orders following notification from the consumer (order on demand), the agreed fixed or expected delivery time will apply as from the date of the demand. The demand must be made within nine months after the conclusion of the agreement, unless

agreed otherwise. If no demand is made within that term, the company will remind the customer in writing and grant him a maximum of an additional three months to make the demand. After this term, the agreement shall be deemed to have been cancelled and article 12 takes effect.

#### ARTICLE 7 - Rights and obligations of the company

1. The company will deliver the products correctly, reliably and in accordance with the stipulations of the agreement. The work will be performed properly, reliably and in accordance with the stipulations of the agreement.

2. In the delivery of products and performance of work, the company will observe the statutory regulations in force at that time.

3. The company is under obligation to inform the customer in time and before concluding the agreement that the customer is obliged to ensure that the place where the work is to be carried out is suitable for this work to be carried out, e.g. that construction and/or installation regulations are met.

If the company does not inform the customer of this in time or not at all, he must reimburse the damages suffered by the customer and any damages suffered by the company shall be for the company's own account.

4. The company shall also inform the customer of:

- any incorrectness in the assignment or the commissioned work, e.g. working on an improper foundation;
- defaults and unsuitability of certain goods, e.g. materials or equipment made available by the customer.

This only applies if the company is aware of these or should reasonably be aware of these. If the company fails to do so, it is liable for the damage, unless this damage cannot be imputed to him.

5. The company, if it has been informed by the customer (see article 8 paragraph 5), will provide information on the necessity of using special equipment such as a lift or a crane, such as can be expected of him insofar as his expertise allows. The parties will agree for whose account and risk the use of said special equipment will be.

6. Once started, the company will continue the work on a regular basis.

7. The company will ensure that the work is carried out by people who are competent at that work.

8. If the work is delayed due to circumstances that are for the customer's risk, the delivery time will be extended.

9. If the customer has any wishes regarding sound insulation of a floor (e.g. in apartments), the company will request a statement from the customer indicating the measured values of the subfloor and finish floor. If the customer fails to provide this statement, or it is unavailable, the company will warn the customer that the sound insulation may be lower following completion. The company ensures that it can demonstrate that the provided products have the required soundproofing effects, e.g. by providing product information from the supplier of the underlayment.

#### ARTICLE 8 - Rights and obligations of the customer

1. The customer enables the company to deliver the products and carry out the work.

2. The customer ensures that the company has, in a timely fashion, at its disposal the necessary approvals (permits etc.) and information required for the work (e.g. the location of pipes).

3. The customer ensures that the place where work will be carried out is suitable for that work to be carried out, for instance that:

- the space can be properly closed off;
- construction and/or installation regulations are met;
- electricity, heating, running water and sufficient ventilation are present.

If the customer does not ensure this, he must compensate the company for the demonstrable direct damage and reasonable costs suffered, and any damage suffered directly by him is for his own account.

4. The customer bears the risk for damage resulting from:

- incorrectness in the commissioned work;
- incorrectness in the constructions and working methods desired by the customer;
- defects in the (im)movable property on which the work is carried out;
- defects in materials or equipment made available by the customer.

This does not relieve the company of its duty to inform the customer of the matters described in paragraph 4 of article 7.

5. The customer informs the company about extraordinary circumstances that, for example, make the use of a lift or crane necessary. The parties agree for whose account and the risk the special equipment will be. If the customer has failed to provide this information, the costs of the use of special equipment are for his account.

6. The customer ensures that work to be carried out and/or deliveries to be made by third parties are carried out or made properly and on time, so that the performance of the work is not delayed as a result. If, however, a delay in the sense of this paragraph occurs, the customer must inform the company of this in a timely fashion.

7. The customer ensures that no other work is carried out in the place where the work takes place or has taken place that could damage the work of the company.

8. The customer ensures that the place of delivery is easily accessible and available in a timely fashion and that all possible actions are undertaken to enable smooth delivery or completion.

9. If the start or the progress of the work is delayed due to circumstances as described in this article, the customer must compensate the company for the damage suffered as a result, if these circumstances can be imputed to the customer.

10. The customer must take proper care of the articles, materials and equipment of the company that are located at the work site.

11. The customer who, against the explicit advice of the company, insists on the performance of specific work activities by the company, is personally liable for any resulting damage.

12. The customer cannot oblige the company to carry out work in contravention of Arbo [Occupational Health and Safety] regulations.

#### ARTICLE 9 – The storage of products

1. If the products are presented for delivery on the agreed delivery date but are not accepted, for other reasons than that they are defective, the company will make a second delivery within a reasonable term. Following such refusal or second delivery, the company may charge storage costs and further demonstrable damage and reasonably incurred costs.

2. If the second delivery is also not accepted, the company may:

- demand fulfilment of the agreement and charge storage costs, further demonstrable damage and reasonably incurred costs; or
  - hold the products in storage for the customer for a further 30 days, charging storage costs to the customer.
- If the products to be delivered have still not been accepted by the customer following the situation described in a or b, the company is entitled to consider the agreement to be cancelled in accordance with the provisions of article 12. In addition to cancellation charges, the company may also charge storage costs for the 30 days.
3. If the products have been paid for by the customer, the company will hold the products in storage for a maximum of three months, charging reasonable internal or external storage costs to the customer, taking into account the sale value of the products and the length of the storage period, unless agreed otherwise.
4. If the customer has still not taken possession of the products after 3 months, the agreement is considered to have been cancelled and the company may, in addition to the cancellation fee described in article 12, charge reasonable internal or external storage expenses. The company must inform the customer in writing of his intention to do so.
5. Where a consumer purchase is concerned, the risk of fire and damage during storage is covered by the company at its expense through insurance.

#### ARTICLE 10 – Transport and damage at delivery

1. The transport of products is included in the price, except for portable articles or if otherwise agreed. The company bears the risk of damage or loss during transport. If the products are delivered by a professional carrier, the company will ensure proper insurance.

2. If damage is identified upon delivery, the customer must note this on the delivery slip. If there is no opportunity to identify any damage at the time of delivery, the customer will note this on the delivery slip. It is recommended to report visible damage to the company within 2 working days.

3. If the customer organises the transport personally, he must verify as far as possible whether the products are undamaged and complete, after receiving them but before the transport.

#### ARTICLE 11 – Payment

##### Purchase and sale

1. The general payment condition is downpayment upon delivery (cash or PIN), also if work is included in the agreement. The customer may also ensure that the sum has already been credited to the company's bank account prior to delivery.

2. It is possible to agree a different payment condition, but it is legally prohibited to offer a consumer only advance payment of the (remaining) purchase price as a payment condition.

3. The company making partial deliveries may require payment for the delivered part at each partial delivery. For each partial delivery, the customer receives a partial invoice.

##### Contracting for work

4. Exclusively with regard to contracting for work, parties agree that payment will be made in terms proportionate to the progress of the work and the delivery of materials. In this, the maximum downpayment percentages (see article 5, paragraph 2) are taken into account. If no specific agreements are made about this, the following payment conditions apply:

- upon commissioning the work, 25% or 15%, respectively, of the agreed sum, depending on the maximum downpayment percentage described in article 5 paragraph 2.
  - after the delivery of the materials, 35% or 45%
  - immediately after completion, 30% and
  - within 14 days of completion, the remaining 10%.
- The customer will receive a partial invoice each time.

##### Payment term for invoices

5. Payment of an invoice or partial invoice must take place no more than 14 days after the invoice is received, unless otherwise agreed.

##### Non-timely payment

6. If the customer does not pay on time, he is legally considered, without notice of default being required, to be in default. Nevertheless, the company will, upon expiry of the payment term, send the customer a payment reminder in which he notifies the customer of his default. The company will give him the opportunity to pay within 14 days of receipt of the payment reminder, and will inform him of the consequences if he fails to do so.

7. Following expiry of this additional term, the company is authorised to collect the owed amount without further notice of default being required. The collection charges and other expenses involved are for the customer's account. These costs are limited to the maximum percentage of the principal sum permitted by law and regulation.

8. The company may charge statutory interest to consumers if payment has still not been made after expiry of the term described in paragraph 6. The interest may be calculated starting from the expiry date of the term described in paragraph 5 until the full sum has been paid. With business clients, the company may charge the statutory commercial interest rate after expiry of the term described in paragraph 5.

##### Suspension of payment obligation

9. In the event of complaints, the customer is exclusively

entitled to suspend payment of that part of the invoice that corresponds to the content and severity of the complaint. The company may not collect this part of its invoice if the complaints are justified. This does not release the customer from his obligation to pay the remaining part of the purchase/contracting price within the payment term.

10. If payment in terms has been agreed, exclusively for the contracting of work, and the company does not continue the work, the customer is authorised to suspend his payment for the relevant terms. This does not release the customer of his obligation to pay partial invoices sent at an earlier date, within the payment term for those invoices.

#### ARTICLE 12 - Cancellation

1. If the customer cancels the agreement, he will owe a compensation fee. This fee is based on loss of income based on industry averages. The compensation fee is comprised of the gross profit margin (fixed and variable costs, profit mark-up), minus variable costs not incurred, such as delivery costs. The compensation fee is 30% of the purchase/contracting price, unless the parties have agreed otherwise. The fee is 50% if the customer cancels after he has already been informed that the (partial) delivery can take place.

2. The percentages described in paragraph 1 are definitive, unless the company can prove that the damage it suffered is greater or the customer can sufficiently demonstrate that the damage is smaller.

3. Cancellation must preferably be effected in writing. In case of verbal cancellation, the company will confirm this in writing.

4. When purchasing a kitchen, the consumer may, within 2 days starting on the day after the conclusion of the purchase, cancel in writing against a reduced percentage of 5% of the purchase price with a minimum of € 500. If no email address of the company is known to the consumer, he can also cancel by way of registered letter, thus proving through the dated proof of posting that the letter was sent within 2 days.

5. The consumer is not obliged to pay a cancellation fee where it concerns an agreement concluded outside the retail space or a remotely concluded agreement if he is making use of the right of withdrawal as described in the law and in article 20 D for this method of sale.

6. In case of unfair commercial practice, as described in the *Wet Oneerlijke Handelspraktijken* [Unfair Commercial Practices Act], a consumer may cancel the agreement at no cost. This is the case if a consumer has been misled or approached aggressively, e.g. if the seller puts unreasonably heavy pressure on the consumer to conclude the agreement. The consumer must prove that this was the case.

#### ARTICLE 13 – Additional expenses, supplemental work and/or less work

Expenses incurred due to default of the customer in enabling the performance or progress of the work will be charged to the customer.

Supplemental work and/or less work will be calculated in reasonableness and fairness.

Supplemental work is, among other things, understood to mean: all work and deliveries that are not included in the agreement and that are carried out at the customer's request. Less work is understood to mean: the part of the agreement that by mutual consent of the parties is not carried out.

Non-flooring of areas, e.g. columns and recesses and cutting wastage, are not taken into consideration for less work calculations. At the customer's request, the company will leave left-over materials with the customer.

#### ARTICLE 14 – Non-performance of agreement due to force majeure

1. If the performance of the agreement is temporarily impossible for reasons that cannot be imputed to either party, the other party is released from its obligations for that period.

2. If the performance of the agreement by one of the parties remains entirely or partially impossible for reasons that cannot be imputed to that party, both parties will make as great an effort as is reasonably possible to carry out the agreement nonetheless. The parties shall confer on this matter. If parties fail to reach agreement, they have the right to cancel the agreement in its entirety or in part, respectively, subject to compensation payable to the other party for expenses reasonably incurred and to be incurred.

#### ARTICLE 15 – Conformity and warranty

1. The delivered product must have those qualities that the customer may, based on the agreement, expect when used in a normal manner (conformity). This also applies for non-standard usage if this is agreed by the parties at the time of conclusion of the agreement. If these expectations are not met, the customer has the right to repair or replacement, cancellation and/or price reduction.

2. The company offers 2 years' full warranty on the delivered products, in addition to the statutory obligations described in paragraph 1. The parties may also agree otherwise in writing. The 2-year warranty does not apply to defects relating to usage by the customer not corresponding to the intended purpose of the products. The company will plausibly demonstrate this. The company bears the costs of repair or replacement, including transportation and call-out charges; if the defect can be properly repaired, the company is not obliged to replace the product.

If the customer has moved to an address outside the Netherlands, transport and call-out charges will be reimbursed based on the original delivery address.

3. The customer must, according to the law, prevent or limit his damage to the greatest possible extent.

4. Even after the two-year warranty in paragraph 2, the customer may still have rights under the law (paragraph 1). In such event, the company cannot invoke the expiry of this warranty.

5. The obligations of the company with regard to conformity and warranty described in paragraphs 1 and 2 do not fall under the downpayment scheme described in article 19. In the event of bankruptcy/suspension of payments/statutory debt rescheduling on the part of the company, the customer

may apply as a creditor to the receiver/administrator.

6. If the manufacturer of the products offers a more extensive warranty to the company, this warranty also applies to the customer.

7. Warranty provisions are only valid if the delivered products or the work performed are used in accordance with their intended use, or are used in a non-standard manner if that has been agreed.

8. The customer must behave as befits a good customer. This includes, among others, that he must maintain and treat the product correctly and judiciously.

9. Deviations in colour, wear resistance, structure etc. may limit or exclude the right to warranty and/or reimbursement for damages. This applies if the deviations are acceptable from a technical perspective in accordance with current, usual standards or business practice.

10. Exceptions to the warranty in paragraph 2 are: (disposable) batteries, replaceable light sources, home accessories and normal wear.

#### ARTICLE 16 - Liability

The company is not liable for damage by causes of which it was not nor should have been aware, unless it is responsible pursuant to the law or if the parties have agreed otherwise. Such causes may include:

- the emergence of shrinkage seams and/or hairline cracks as a result of the gradual loss of moisture in newly built or renovated structure;
- the occurrence of discolouration, shrinkage seams and/or hairline cracks through the direct influence of heat sources such as the sun, central heating pipes and hearths;
- excessively high or low humidity in the relevant space and surrounding spaces or extreme changes in said humidity;
- an incorrect composition of the underlayment and/or subfloor, if this was not placed by the company, or an insufficiently level subfloor, if this was not placed by the company. The company will inform the customer of the inadequate levelness before commencing the work;
- the non-permanent dryness of the floor, provided that the company measured the humidity level of the floor in advance and the result of this measurement was acceptable.

#### ARTICLE 17 – Complaints and damage

1. Complaints about the performance of the agreement or damage to the customer's property caused by the company must be submitted to the company with a full and clear description. This must preferably be done in writing, and in any case in a timely manner.

2. If at the time of delivery or completion there is no opportunity to discover and/or report complaints and damage to the delivered goods or services or to the customer's property, the customer must report complaints or damage in writing as soon as possible, preferably within two working days of discovery. If no report is received by the company within 14 days of delivery or completion, it will be assumed that the products were delivered in undamaged state and/or that no damage was caused by the company.

3. In the event of damage, the customer will allow the company the opportunity to inspect and assess the damage or have the damage inspected and assessed for the purposes of his liability insurance. The customer will also cooperate towards repairs made by or on behalf of the company.

4. Complaints arising during usage after delivery shall be reported as soon as possible after their emergence – no later than two months after their discovery – preferably in writing.

5. Failure to submit a complaint in time may result in the customer's loss of rights in this respect.

#### ARTICLE 18 – Remotely concluded agreements and Agreements Concluded Outside the Retail Space

##### A – The agreement

1. If the consumer has accepted the offer through electronic means, the company will immediately confirm receipt thereof through electronic means. As long as this has not occurred, the consumer may cancel the agreement.

2. If the agreement is concluded electronically, the company will take appropriate technical and organisational measures for the security of the electronic transfer of data and will ensure a safe web environment. If the consumer can pay electronically, the company will observe appropriate security measures.

3. The company may – if the law permits – investigate whether the consumer is capable of fulfilling his payment obligations and whether there are any circumstances that are of importance in view of the responsible conclusion of a contract. If this gives good reason not to enter into the agreement, the company may refuse or set special conditions for an order or request, for which he must give reasons.

4. The company will send the following information to the customer, not later than at the time of delivery of the product and/or service:

- the address of the company where the consumer can submit any complaints;
- the conditions under and manner in which the consumer can make use of the right of withdrawal, or a clear notification of exclusion of the right of withdrawal;
- information about warranties and existing post-purchase service;
- the price of the product or service, including taxes, any delivery costs and the method of payment, delivery or performance of the agreement;
- if the consumer has a right of withdrawal, the model form for withdrawal.

This information must be such that the consumer can store and consult it.

##### B – Right of withdrawal

- The consumer can cancel an agreement relating to the purchase of a product – whether of not combined with a service – during a cooling-off period of at least 14 days without needing to provide reasons. The company may ask the consumer for the reason for the withdrawal, but cannot oblige him to give such reason.
- The cooling-off period mentioned in paragraph 1 com-

mences on the day after the product has been received by or, at the consumer's request, on behalf of him. The cooling-off period for one order in more partial deliveries commences on the day on which the last partial delivery is received by or on behalf of the consumer.

3. For only contracting for work the cooling-off period described in paragraph 1 commences on the day following the conclusion of the agreement.

*Extended cooling-off period for products and services in case of failure to inform about right of withdrawal*

4. If the company has not provided the consumer with the statutorily required information about the right of withdrawal or the model form for withdrawal, the cooling-off period ends 12 months after the cooling-off period described in paragraph B.

5. As soon as the company provides the information referred to in paragraph 4 during this period, the cooling-off period ends 14 days after the day on which the consumer received that information.

#### C – Obligations of the consumer during the cooling-off period

1. During the cooling-off period the consumer shall treat the product and its packaging with care. He shall only unpack and use the product to such extent as is necessary to determine the nature, the qualities and the functioning of the product. The consumer may only handle and inspect the product in the same manner as he would be permitted to in a store.

2. If the consumer goes further than described in paragraph C1, he is liable for any decrease in value of the product.

3. The consumer is not liable for value loss of the product if the company failed to provide him with the mandatory information about the right of withdrawal before or at the time of the conclusion of the agreement.

#### D – Exercise of the right of withdrawal by the consumer and costs thereof

1. If the consumer makes use of his right of withdrawal, he must notify the company of this within the cooling-off period using the model form for withdrawal or in another unambiguous manner.

2. As soon as possible, but in any case within 14 days of the day of this notification, the consumer must return the product, or hand it over to the company or an authorised representative of the company. This is not necessary if the company has offered to pick up the product personally. The consumer has returned the product in time if he has sent the product back before the cooling-off period has expired.

3. The consumer must return the product with all supplied accessories, as far as possible in its original condition and packaging, and in conformance with the reasonable and clear instructions provided by the company.

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

5. The consumer bears the direct costs of the returning of the product in cases involving a remotely concluded agreement, except:

- if the company has not informed the consumer that the consumer must bear these costs; or
  - if the company indicates that he will bear the costs. Where an Agreement Concluded Outside the Retail Space is concerned: the company bears the return costs of the product.
6. If the consumer withdraws after first having explicitly requested that the service be performed during the cooling-off period, the consumer must pay for the work carried out up to the moment of withdrawal.

7. The consumer bears no costs for the performance of services if:

- the company has not provided the consumer with the statutorily compulsory information about the right of withdrawal, the reimbursement of expenses in the event of withdrawal, or the model form for withdrawal; or
  - the consumer has not explicitly requested commencement of the performance of the service.
8. In the event of withdrawal, all additional agreements are cancelled.

#### E – Obligations of the company in case of withdrawal

1. If the company accepts withdrawal by the consumer by electronic means, he must immediately send a confirmation of receipt upon receiving this notice of withdrawal.

2. The company refunds all payments made by the consumer not later than within 14 days after the day of withdrawal. He may postpone repayment until he has received the product, except if the company picks up the product personally or the consumer proves that he has sent the product back.

3. The company uses the same method of payment for the repayment as the consumer used, unless agreed otherwise. The repayment is without cost for the consumer.

4. If the consumer has chosen for a more expensive method of delivery than the cheapest standard method of delivery, the company is not required to pay back the additional costs for the more expensive method.

#### F – Exclusion of right of withdrawal

The company may exclude the right of withdrawal for the following products and services, provided it has indicated this in the offer in a timely fashion before the conclusion of the agreement:

- Service agreements, after full performance of the service, but only if:
  - the performance commenced with the explicit prior agreement of the consumer; and
  - the consumer has declared that his right of withdrawal will lapse as soon as the company has fully performed the agreement.
- Products produced in accordance with the specifications of the consumer, which are not prefabricated and which are made based on an individual choice or decision of the consumer, or that are clearly intended for a specific person.
- Sealed products that are not suitable for returning for reasons of health protection or hygiene, and of which the seal has been broken following delivery.

4. Products which, after their delivery, have unavoidably been mixed with other products due to their nature.

#### ARTICLE 19 – Downpayment scheme

(Detailed information about the downpayment scheme can be found at [www.cbw-erkend.nl](http://www.cbw-erkend.nl))

This scheme only applies to agreements relating to home furnishing, concluded in a physical store or outside the retail space (e.g. at the consumer's home, on the street or at a trade fair). The scheme does not apply to remotely concluded agreements, e.g. in a web shop.

The scheme is applicable if the consumer does not receive a product or service due to bankruptcy/suspension of payments/statutory debt rescheduling on the part of the company but has made a downpayment. This scheme means that the consumer can arrange a replacement agreement with another CBW-approved homeware store. The downpayment is deducted from the price by and for the account of this CBW-approved homeware store. No money is reimbursed.

1. The scheme is subject to the following conditions:

a. The consumer applies for the downpayment scheme in writing to the SG CBW. He can do this via [www.cbw-erkend.nl](http://www.cbw-erkend.nl), search terms "beroep op aanbetalingsregeling" (appeal to downpayment scheme). This application must be received by the SG CBW not more than 3 months after the bankruptcy/suspension of payments/statutory debt rescheduling has been announced and the administrator has provided the evidence referred to in paragraph 1b.

b. With his application, the consumer submits a copy of the agreement, proof of his downpayment and a copy of the notification from the administrator that the agreement will not be carried out and the downpayment will not be reimbursed.

c. The consumer is obliged to transfer his claim against the original company (up to the maximum downpayment percentage in article 5 paragraph 2) to the SG CBW.

2. The SG CBW will inform the consumer as to whether their application is justified within 2 months of receipt. If so, the SG CBW will provide written proof that the consumer can use to conclude a replacement agreement. A list of companies, as far as possible in the same (price) segment, can be viewed on [www.cbw-erkend.nl](http://www.cbw-erkend.nl). An explanation of how this list is compiled can also be found there. The consumer may also personally submit suggestions to the SG CBW.

3. In concluding the replacement agreement, the following rules apply:

a. The consumer must immediately submit the proof from the SG CBW referred to in paragraph 2 to the company with whom the replacement agreement is concluded.

b. The consumer must conclude the replacement agreement within 6 months of receipt of the proof.

c. The downpayment of the consumer is deducted from the new price, up to a maximum of 25% or 15% of the original price and up to a maximum of 25% or 15% of the new price if that price is lower than the original price (for calculation examples, see [www.cbw-erkend.nl](http://www.cbw-erkend.nl)). The maximum percentage of 15% applies to:

- kitchens/bathrooms (or components thereof) and sanitary articles and/or work to be carried out in connection therewith;
- parquet, floorboards of solid wood, stair renovations, linoleum, natural stone, gravel, (gravel) tile, poured concrete, concrete, concrete look, cork and laminate floors, and/or work to be carried out in connection with these products.
- other product groups that are mentioned on [www.cbw-erkend.nl](http://www.cbw-erkend.nl).

d. The company included in the list shall cooperate towards the conclusion of replacement agreements. It may only refuse a replacement agreement if it can plausibly demonstrate to the SG CBW that this would be unreasonable in its case.

e. The company with whom the consumer wishes to conclude a replacement agreement will apply its regular sale price. This doesn't have to be the same price as the original company used. The scheme is, as such, not a price guarantee.

Articles subject to special offers, clearance sales or promotions may be excluded from the offer.

4. The following are not subject to the downpayment scheme:

- remotely concluded agreements;
- agreements with commercial customers;
- the product warranty described in article 15;
- the conclusion of a replacement agreement without assessment by the SG CBW (see paragraphs 1 and 2);
- the excess over the aforementioned percentages. The scheme may also not be invoked if the administrator ensures that he or another party can carry out the original agreement under the same conditions.

#### ARTICLE 20 – Disputes settlement

1. Both the consumer and the company may bring disputes between the consumer and the company about the conclusion or performance of agreements before the *Geschiedencommissie Wonen* [Homeware Disputes Committee], Bordewijklaan 46, P.O. Box 90600, 2509 LP The Hague. Information about this process can be found on [www.cbw-erkend.nl](http://www.cbw-erkend.nl). Complaints can be submitted electronically via [www.degeschillencommissie.nl](http://www.degeschillencommissie.nl).

2. Disputes are not considered by the Disputes Committee unless the consumer has first submitted his complaint to the company.

3. The consumer may bring his dispute before the committee 12 months after the report of his complaint to the company. If this term has already expired due to lengthy complaint handling, the consumer has an additional 3 months after it has become clear that the parties will not be reaching a solution, but never more than 2 years after the report of the complaint to the company. An appeal to term expiry must be made before or during the first defence.

4. When the consumer brings a dispute before the Disputes Committee, the company is bound by that choice. If the company wishes to bring a dispute before the Disputes Committee, he must ask the consumer to inform him within 5 weeks whether the consumer agrees, indicating to the consumer that the company can bring the dispute before the court after these 5 weeks have expired.

5. The Disputes Committee shall render its decision based on its regulations. The decisions of the Disputes Committee are binding. The dispute can also be resolved through mediation by a mediation expert. The Disputes Committee will provide the consumer with the regulations upon request. The regulations can also be inspected at [www.degeschillencommissie.nl](http://www.degeschillencommissie.nl) (search terms "reglement geschillencommissie wonen", homeware disputes committee regulations). The handling of a dispute by the Committee is subject to a fee.

6. Only the court or the aforementioned Disputes Committee has competence to hear disputes. This may also be pursued through the European Platform for Online Dispute Resolution (<http://ec.europa.eu/odr/>), which will link to the Disputes Committee.

7. Consumers residing outside of the Netherlands must personally ensure, for their own account, that the defective product can be assessed at the Disputes Committee by an expert. If this is not possible, an expert report drawn up by an expert with a recognised Disputes Committee in the consumer's country of residence, translated into Dutch or English by a certified translator/interpreter, will suffice.

#### ARTICLE 21 – Compliance guarantee

1. The SG CBW guarantees the consumer compliance with a binding recommendation pronounced by the Disputes Committee and a settlement recorded by the mediation expert, except:

- if the company has submitted the binding recommendation to a court for review, within 2 months of the date of the recommendation;
- if the downpayment scheme described in article 19 can be or could have been invoked.

The consumer must claim compliance with the binding recommendation or settlement agreement, in writing, at the SG CBW, within 3 months of the passing of the term in which the company should have fulfilled the binding recommendation or settlement agreement (via [www.cbw-erkend.nl](http://www.cbw-erkend.nl)).

2. De SG CBW does not provide a guarantee of compliance if, before adjudication on the dispute has commenced, one of the following situations applies:

- bankruptcy/suspension of payments/statutory debt rescheduling on the part of the company;
- factual discontinuation of the operations of the company. The determining factor in this situation is the date on which the discontinuation of the company is registered in the Trade Register, or an earlier date as of which the SG CBW can sufficiently demonstrate that the company's activities have actually ceased.

3. If the committee orders both payment and performance of work by a company, the work will first be carried out before the payment obligation is executed, even if the binding recommendation states a different order.

4. If the binding recommendation obliges the company to take a product back, the consumer must cooperate and enable the company to reclaim the product.

5. The guarantee is limited to € 10,000 per binding recommendation. SG CBW provides this guarantee on the condition that the consumer transfers (cedes) to the SG CBW his claim pursuant to the binding recommendation up to a maximum of the paid amount at the same time as the fulfilment of his claim to the compliance guarantee.

For the remainder, the SG CBW is obliged to make efforts to ensure that the company fulfils the binding recommendation. The consumer will be offered the option to transfer the remainder of his claim to the SG CBW as well, after which the SG CBW will enforce the claim (if necessary in court) in its own name and at its own expense.

6. If a situation as outlined in paragraph 2 arises after adjudication of the dispute has commenced, the compliance guarantee is limited to:

- € 2,269 for kitchens, bathrooms and sanitary articles, and work in connection therewith
- € 1,361 for other products/services.

The last 2 sentences of paragraph 5 also apply here.

#### ARTICLE 22 – Dutch law

All agreements subject to these conditions are subject to Dutch law. If the consumer resides in a different EU country than the Netherlands and the law in that EU country grants him further rights, the company will observe those rights.

Disclaimer: CBW-erkend has made the best effort in translating the Dutch CBW-approved conditions to English. If any questions may occur with regards to textual interpretation the Dutch text of these sales conditions prevails above this translation.

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