

TERMS & CONDITIONS

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Article 1 – LOYAL TO FEW'S identity

Trade name: **Loyal To Few** v.o.f.

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KVK no: 71484329

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(KVK is chamber of commerce)

Article 2 – Applicability

1. These General Terms and Conditions apply to any offer from

LOYAL TO FEW and to any distance contract concluded by LOYAL TO FEW and the Consumer.

2. Before concluding a distance contract, LOYAL TO FEW shall make the text of these General Terms and Conditions available free of charge and as soon as possible. If this is reasonably impossible, LOYAL TO FEW shall indicate in what way the General Terms and conditions can be inspected and that they will be sent free of charge if so requested, before the distant contract is concluded.
3. If the distance contract is concluded electronically, the text of these General Terms and Conditions, in deviation from the previous section and before the distance contract is concluded, may also be supplied to the Consumer electronically in such a way that the Consumer can easily store it on a long- term data carrier. If this is reasonably impossible, it will be specified where the General Terms and Conditions can be viewed electronically and that they will be sent to at the Consumer's request free of charge, either via electronic means or otherwise, before concluding the distance contract;
4. In the event that specific product or service condition apply in addition to these General Terms and Conditions, the second and third paragraphs shall apply accordingly, and in the event of contradictory terms and conditions, the Consumer may always appeal to the applicable provision that is most favourable to him/her.

Article 3 – The offer

1. If an offer is of limited duration or if certain conditions apply, it shall be explicitly stated in the offer.
2. The offer contains a full and accurate description of the products, digital content and/or services offered. The description is suitably detailed to enable the Consumer to assess the products, or

services and/or digital content adequately. If LOYAL TO FEW makes use of pictures, they are truthful images of the products and/or services provided. Obvious errors or mistakes in the offer do not bind LOYAL TO FEW.

3. All offers contain such information that it is clear to the Consumer what rights and obligations are attached to accepting the offer.

Article 4 – The contract

1. Subject to the provisions in paragraph 4, the contract becomes valid when the Consumer has accepted the offer and fulfilled the terms and conditions set.
2. If the Consumer accepted the offer via electronic means, LOYAL TO FEW shall promptly confirm receipt of having accepted the offer via electronic means. As long as the receipt of said acceptance has not been confirmed, the Consumer may repudiate the contract.
3. If the contract is concluded electronically, LOYAL TO FEW will take appropriate technical and organisational security measures for the electronic data transfer and ensure a safe web environment. If the Consumer can pay electronically, LOYAL TO FEW shall observe appropriate security measures.
4. LOYAL TO FEW may, within the limits of the law, gather information about Consumer's ability to fulfil his payment obligations, and all facts and factors relevant to responsibly concluding the distance contract. If, acting on the results of this investigation, LOYAL TO FEW has sound reasons for not concluding the contract, he is lawfully entitled to refuse an order or request supported by reasons, or to attach special terms to the implementation.
5. Before delivering the product, LOYAL TO FEW shall send the following information along with the product, the service or the digital content in writing or in such manner that the Consumer can store it in an accessible manner on a long-term data carrier:
 - a. the visiting address of LOYAL TO FEW'S business establishment

where the Consumer may get into contact with any complaints;

b. the conditions on which and the manner in which the Consumer may exercise the right of withdrawal, or, as the case may be, clear information about his being exempted from the right of withdrawal;

c. the information corresponding to existing after-sales services and guarantees;

d. The price including all taxes of the product, service or digital content, where applicable the delivery costs and the way of payment, delivery or implementation of the distance contract;

e. the requirements for cancelling the contract if the contract has a duration of more than one year or for an indefinite period of time.

f. the standard form for withdrawal if the Consumer has the right of withdrawal.

6. In case of a continuing performance contract, the stipulation in the previous paragraph only applies to the first delivery.

Article 5 – About the product

Availability:

When purchasing an item it is always possible that the purchased item can not be processed in case of a lack of availability. We will cancel the order and contact the buyer through e-mail. Please keep in mind All items are limited!

Lost and missing items:

LOYAL TO FEW is not responsible for any lost, missing or damaged items. After sending the purchased item the responsibility of the item is in hands of the carrier.

Article 6 – Right of withdrawal

In case of products:

1. The Consumer can repudiate a purchase contract for a product without giving reasons for a period of reflection of at least 30 days. LOYAL TO FEW may ask the Consumer about the reason for the withdrawal but cannot force him to state his reason(s).
2. The reflection period referred to in sub-clause 1 starts on the day the product is received by the Consumer or by a third party appointed by him in advance and who is not the carrier, or
 - a. if the Consumer ordered several products in the same order: the day on which the Consumer or a third party appointed by him received the last product. LOYAL TO FEW may refuse an order of several products with different delivery dates provided that he clearly informs the consumer prior to the order process.
 - b. in case the delivery of a product consists of several batches or parts: the day on which the Consumer or a third party appointed by him received the last batch or the last part.
 - c. in case of an agreement about regular delivery of products during a given period: the day on which the Consumer or a third party appointed by him received the first product.

In case of services and digital content that is not delivered on a physical carrier:

1. The Consumer can terminate an agreement for services or an agreement for delivery of digital content that is not delivered on a physical carrier without giving reasons during at least 30 days. LOYAL TO FEW may ask the Consumer about the reason for the withdrawal but cannot force him to state his reason(s).
2. The reflection period referred to in Article 3 starts on the day following the conclusion of the agreement.

Extended reflection period for products, services and digital content that has not been delivered on a physical carrier in case no information is given about the right of withdrawal:

3. If LOYAL TO FEW has not provided the Consumer with the legally required information about the right of withdrawal or has not provided the

standard form for withdrawal, the reflection period expires twelve months after the end of the original reflection period in accordance with the reflection period determined in the previous sub-clauses of this Article.

4. If LOYAL TO FEW provided the Consumer with the information referred to in the previous article within twelve months after the starting day of the original period of reflection, the period of reflection expires 30 day after the day on which the Consumer received the information.

Article 7 – Consumer’s obligations during the time of reflection

1. During this period, the Consumer shall handle the product and the packaging with care. The Consumer shall only unpack or use the product to the extent necessary for establishing the nature, the characteristics and the effect of the product. The guiding principle is that the Consumer may only handle and inspect the product in the manner in which one is allowed to handle a product in a shop.
2. The Consumer is only liable for the decrease in value of the product that is caused by the way of handling the product which went further than allowed in sub-section 1.
3. The Consumer is not liable for the decrease in value of the product if LOYAL TO FEW has not provided him with all legal information about the right of withdrawal before concluding the Agreement.

Article 8 – Exercising the Consumer’s right of withdrawal and the costs

1. If the Consumer exercises his right of withdrawal he shall notify LOYAL TO FEW unambiguously with the standard form for withdrawal within the period of reflection.
2. The Consumer shall return the product or deliver it to (the authorized representative of) LOYAL TO FEW as soon as possible but within 30 days counting from the day following the notification referred to in sub-clause 1. This need not be done if

LOYAL TO FEW offered to collect the product himself. The Consumer observed the period of returning the product in any event if the product is returned before the expiration of the period of reflection.

3. The Consumer shall return the product with all delivered accessories and if reasonably possible in the original state and packing and in conformity with reasonable and clear instructions given by LOYAL TO FEW.
4. The risk and the burden of proof for the correct and timely exercise of the right of withdrawal fall on the Consumer.
5. The Consumer shall bear the direct costs of returning the product. If LOYAL TO FEW has not reported that the Consumer has to bear these costs or if LOYAL TO FEW pointed out that he will bear the costs himself, the Consumer need not pay the cost of returning the product.
6. If the Consumer withdraws after having first explicitly requested that the performance of a service or the supply of gas, water or electricity having not been made ready for sale not be started in a limited volume or given quantity during the period of reflection, the Consumer shall pay LOYAL TO FEW an amount that is equal to the part of the obligation already performed at the time of withdrawal as compared with the full compliance of the obligation.
7. The Consumer does not bear the costs for performing services for the supply of water, gas or electricity that had not been made ready for sale in a limited volume or quantity, or for the supply of district heating if
 - a. LOYAL TO FEW has not provided the Consumer with the statutorily required information about the right of withdrawal, the compensation of costs in case of withdrawal or the standard form for withdrawal, or
 - b. if the Consumer has not explicitly requested that the performance of the service or the supply of gas, water and electricity or district heating be started during the period of reflection.

8. The Consumer does not bear any cost for the full or partial delivery of digital content not stored on a physical carrier if
 - a. prior to the delivery, he has not explicitly consented to start performance of the agreement before the end of the period of reflection;
 - b. he did not acknowledge to lose his right of withdrawal when giving consent; or
 - c. LOYAL TO FEW failed to confirm the Consumer's statement.
9. If the Consumer exercises his right of withdrawal, all additional agreements end by operation of law.

Article 9 – LOYAL TO FEW'S obligations in case of withdrawal

1. If LOYAL TO FEW makes the notification of withdrawal by electronic means possible, he shall promptly send a return receipt.
2. LOYAL TO FEW shall reimburse all payments made by the Consumer, excluding any delivery costs that the Consumer may charge for the returned product, as soon as possible but within 30 days following the day on which the Consumer notified him of the withdrawal. Unless LOYAL TO FEW offers to collect the product himself, he can wait with paying back until having received the product or until the Consumer proved that he returned the product, whichever occurs first.
3. LOYAL TO FEW shall make use of the same means of payment that the Consumer used, unless the Consumer consents to another method. The reimbursement is free of charge for the Consumer.

Article 10 – The price

All prices indicated in the provision of products or services are including VAT.

Article 11 – Performance of an agreement and extra Guarantee

1. LOYAL TO FEW guarantees that the products and/or services comply with the contract, with the specifications listed in the

offer, with reasonable requirements of usability and/or reliability and with the existing statutory provisions and/or government regulations on the day the contract was concluded. If agreed, LOYAL TO FEW also guarantees that the product is suitable for other than normal use.

2. An extra guarantee offered by LOYAL TO FEW, his Supplier, Manufacturer or Importer shall never affect the rights and claims the Consumer may exercise against LOYAL TO FEW about a failure in the fulfilment of LOYAL TO FEW'S obligations if LOYAL TO FEW has failed in the fulfilment of his part of the agreement.
3. 'Extra guarantee' is taken to mean each obligation by LOYAL TO FEW, his Supplier, Importer or Manufacturer in whom he assigns certain rights or claims to the Consumer that go further than he is legally required in case he fails in the compliance with his part of the agreement.

Article 12 – Delivery and execution

1. LOYAL TO FEW shall exercise the best possible care when booking orders and executing product orders and when assessing requests for the provision of services.
2. The place of delivery is at the address given by the Consumer to LOYAL TO FEW.
3. With due observance of the stipulations in Article 4 of these General Terms and Conditions, LOYAL TO FEW shall execute accepted orders with convenient speed but at least within 7 days, unless another delivery period was agreed on. If the delivery has been delayed, or if an order cannot be filled or can be filled only partially, the Consumer shall be informed about this within one month after ordering. In such cases, the Consumer is entitled to repudiate the contract free of charge.
4. After repudiation in conformity with the preceding paragraph, LOYAL TO FEW shall return the payment made by the Consumer promptly but at least within 7 days after repudiation.
5. The risk of loss and/or damage to products will be borne by LOYAL

TO FEW until the time of delivery to the Consumer or a representative appointed in advance and made known to the Consumer, unless explicitly agreed otherwise.

Article 13 – Complaints procedure

1. LOYAL TO FEW shall have a sufficiently notified complaints procedure in place, and shall handle the complaint in accordance with this complaint procedure.
2. Complaints about the performance of the contract shall be submitted fully and clearly described to LOYAL TO FEW within a reasonable time after the Consumer discovered the defects.
3. The complaints submitted to LOYAL TO FEW shall be replied within a period of 14 days after the date of receipt. Should a complaint require a foreseeable longer time for handling, LOYAL TO FEW shall respond within 14 days with a notice of receipt and an indication when the Consumer can expect a more detailed reply.