

General Terms and Conditions for delivery to consumers

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Article 1 - Definitions

In these conditions the terms below are defined as follows:

1. **Reflection Period:** the term within which the consumer has the possibility of exercising his right of withdrawal;
2. **Consumer:** the natural person who does not act in the conduct of a profession or business and concludes a distance contract with the entrepreneur;
3. **Day:** a calendar day;
4. **Continuing performance contract:** a distance contract concerning a series of products and/or services whose deliver and/or purchase obligation is spread over time;
5. **Durable medium:** any medium that enables the consumer or the entrepreneur to store information that is addressed to him personally in a way that enables future consultation and unchanged reproduction of the stored information.
6. **Right of withdrawal:** the possibility for the consumer to decide against conclusion of the distance contract within the reflection period;
7. **Standard form:** the standard form for withdrawal made available by the entrepreneur, which can be completed by a consumer if he wants to exercise his right of withdrawal.
8. **Entrepreneur:** the natural person or legal entity that offers products and/or services to consumers at a distance;
9. **Distance contract:** a contract in which connection one or more means of distance communication are used within the context of a system organised by the entrepreneur for the distance sale of products and/or services up to and including the conclusion of the contract;
10. **Means of distance communication:** means that can be used to conclude a contract without the consumer and entrepreneur meeting in the same space at the same time.
11. **General Terms and Conditions:** the entrepreneur's present General Terms and Conditions.

Article 2 - Identity of the entrepreneur

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Article 3 - Applicability

1. These General Terms and Conditions apply to all offers made by the entrepreneur and to all distance contracts and orders concluded between the entrepreneur and the Consumer.
2. The text of these General Terms and Conditions is made available to the consumer before the distance contract is concluded. If this is not possible within reason, it will be indicated before a distance contract is concluded that the General Terms and Conditions can be inspected at the entrepreneur's location and that they will be sent at the consumer's request as soon as possible free of charge.
3. In derogation from the previous paragraph and before the distance contract is concluded, the text of these General Terms and Conditions may be made available electronically to the consumer in such a manner that the consumer is able to store it in a simple manner on a durable medium in the event the distance contract is concluded electronically. If this is not possible within reason, it will be indicated before a distance contract is concluded where the General Terms and Conditions can be inspected electronically and that they will be sent electronically or in a different manner at the consumer's request as soon as possible free of charge.
4. In the event specific product or service conditions apply in addition to these General Terms and Conditions, the second and third paragraph apply accordingly and the consumer can always invoke the relevant provision that is most favourable for him in case of inconsistent General Terms and Conditions.
5. In the event one or more provisions of these General Terms and Conditions become void or are declared void in whole or in part at any time, the contract and these General Terms and Conditions will otherwise remain in effect and the relevant provision will be replaced immediately in mutual consultation by a provision that approaches the purport of the original provision as closely 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. Uncertainties regarding the interpretation or content of one or more provisions of our conditions, must be interpreted 'in the spirit' of these General Terms and Conditions.

Article 4 - The offer

1. In the event an offer has a limited term of validity or is made subject to conditions, such will be stated expressly in the offer.
2. The offer is made without obligation. The entrepreneur has the right to change and adjust the offer.
3. The offer includes a full and accurate description of the offered products and/or services. The description is sufficiently detailed to allow for a sound assessment of the offer by the consumer. Any images used by the entrepreneur provide a truthful representation of the products and/or services that are being offered. Apparent mistakes or errors in the offer do not bind the entrepreneur.
4. All images, specifications, data in the offer are indicative and cannot constitute grounds for compensation or dissolution of the contract.
5. Images of products provide a faithful representation of the offered products. The entrepreneur cannot guarantee that the colours shown match the true colours of the products exactly.
6. Every offer includes such information so that the rights and obligations attached to acceptance of the offer are clear to the consumer. This concerns in particular:
 - the price including taxes;

- any costs of dispatch;
- the manner in which the contract will be concluded and what acts are required for this purpose;
- the applicability or inapplicability of the right of withdrawal;
- the manner of payment, delivery and performance of the contract;
- the term for acceptance of the offer, or the term within which the entrepreneur guarantees the price;
- the amount of the rate for distance communication if the costs of the means of distance communication is calculated on a basis other than the regular basic rate for the means of communication used;
- whether the contract will be archived after conclusion and, if so, how it may be consulted by the consumer;
- the manner in which the consumer can check and if necessary correct the information provided within the context of the contract before the conclusion of the contract;
- any other languages in addition to Dutch in which the contract may be concluded;
- the codes of conduct to which the entrepreneur has committed and the manner in which the consumer can consult these codes of conduct electronically; and
- the minimum term of the distance contract in the case of a continuing performance contract.

Article 5 - The contract

1. Subject to the provisions of paragraph 4, the contract is concluded at the moment of consumer's acceptance of the offer and compliance with the conditions imposed in this connection.
2. In the event the consumer has accepted the offer electronically, the entrepreneur confirms receipt of the acceptance of the offer immediately and electronically. The consumer has the right to dissolve the contract for as long as receipt of this acceptance has not been confirmed by the entrepreneur.
3. In the event the contract is concluded electronically, the entrepreneur will implement technical and organisational measures to secure the electronic transfer of data and it will arrange for a secure web environment. In the event the consumer is able to pay electronically, the entrepreneur will implement appropriate security measures.
4. The entrepreneur has the right to establish within the legal limits whether the consumer is able to comply with his payment obligations, as well as those facts and factors that are relevant to the responsible handling of the distance contract. If the entrepreneur has good reasons on the basis of this investigation not to conclude the contract it will have the right to refuse an order or request or to attach special conditions while providing the reasons therefor.
5. The entrepreneur will send the consumer together with the product or service the following information in writing or in such a manner that it can be stored by the consumer in an accessible manner or a durable medium;
 - a. the physical address of the entrepreneur's branch where the consumer can go if he has a complaint;
 - b. the conditions subject to which and the manner in which the consumer can exercise the right of withdrawal or a clear statement that the right of withdrawal is excluded;
 - c. the information concerning guarantees and the service after the purchase;
 - d. the information included in article 4 paragraph 3 of these conditions, unless the entrepreneur has already provided this information to the consumer before the performance of the contract;
 - e. the requirements for termination of the contract if the contract has a term of more than one year or has an indefinite term.
6. The provision of the previous paragraph only applies to the initial delivery in case of a continuing performance contract.

7. All contracts are concluded subject to the condition precedent of sufficient availability of the relevant products.

Article 6 - Right of withdrawal

In case of the delivery of products:

1. In case of the purchase of products, the consumer has the right to dissolve the contract without stating reasons for period of 14 days. This reflection period commences on the day after receipt of the product by the consumer or by a representative designated by the consumer and notified to the entrepreneur in advance.
2. The consumer will handle the product and the packaging with due care during the reflection period. He will only unpack or use the product to the degree necessary for being able to assess whether he wishes to keep the product. If he exercises his right of withdrawal, he will return the product with all accessories included in the delivery and - if possible within reason - in its original condition and packaging to the entrepreneur in accordance with the reasonable and clear instructions issued by the entrepreneur.
3. If the consumer wishes to exercise his right of withdrawal, he will be obliged to notify the entrepreneur thereof within 14 days after receipt of the product. The consumer is required to make the notification by means of the standard form. The customer is required to send the product back within 14 days after the consumer has communicated his intention to exercise his right of withdrawal. The consumer is obliged to demonstrate that the delivered goods were sent back, for example by means of a certificate of posting.
4. The purchase is concluded if the customer has not communicated that he wishes to exercise his right of withdrawal or did not send back the product to the entrepreneur within the terms referred to in paragraphs 2 and 3.

In case of the provision of services:

5. In case of the provision of services, the consumer has the option of dissolving the contract without stating reasons for a period of at least 14 days commencing on the day the contract is concluded.
6. For the purpose of exercising his right of withdrawal, the consumer conforms to the reasonable and clear instructions issued by the entrepreneur with the offer and/or upon delivery at the latest.

Article 7 - Costs in case of withdrawal

1. If the consumer exercises his right of withdrawal, at most the costs of the return shipment are for his account.
2. If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible, but in any event within 14 days after withdrawal. This is subject to the condition, however, that the product has already been received back by the web-store or conclusive evidence of complete return shipment can be submitted. The refund will take place via the same payment method that was used by the consumer unless the consumer consents expressly to a different payment method.

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3. In the event the product is damaged as a result of the fact that it was handled carelessly by the consumer, the consumer will be liable for any decrease in value of the product.
4. The consumer cannot be held liable for a decrease in the value of the product if the entrepreneur did not provide all legally-required information concerning the right of withdrawal, such must take place before the conclusion of the purchase contract.

Article 8 - Exclusion right of withdrawal

1. The entrepreneur has the right to exclude the 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 stated this clearly in the offer or in due time before the conclusion of the contract.
2. Exclusion of the right of withdrawal is only possible for products:
 - a. that were produced by the entrepreneur in accordance with the consumer's specifications;
 - b. that are clearly personal in nature;
 - c. that cannot be sent back due to their nature;
 - d. that can spoil or age quickly;
 - e. whose price depends on fluctuations in the financial market, which are beyond the entrepreneur's control;
 - f. for loose newspapers and magazines;
 - g. for audio and video recordings and computer software whose seal has been broken by the consumer.
 - h. for hygiene products whose seal has been broken by the consumer.
3. Exclusion of the right of withdrawal is only possible for services:
 - a. concerning lodging, transport, catering business or leisure activities to be performed on a certain date or during a certain period;
 - b. whose performance commenced with the express approval of the consumer before the reflection period ended;
 - c. concerning bets and lotteries.

Article 9 - The price

1. The prices of the offered products and/or services are not increased during the term of validity stated in the offer, with the exception of price changes as a result of changes to VAT rates.
2. In derogation from the previous paragraph, the entrepreneur has the right to offer products and services whose prices depend on fluctuations in the financial market and that are beyond the entrepreneur's control, on the basis of variable prices. This dependency on fluctuations and the fact that any stated prices are recommended retail prices are stated in the offer.
3. Price increases within 3 months after the conclusion of the contract are only allowed if they are the result of statutory regulations or provisions.
4. Price increases as from 3 months after the conclusion of the contract are only allowed if the entrepreneur has stipulated this and:
 - a. these are the consequence of statutory regulations or provisions; or
 - b. the consumer has the right to terminate the contract effective as from the day on which the price increase enters into effect.
5. c. The prices quoted in the offer of products or services are inclusive of VAT.
6. All prices are subject to print and typesetting errors. No liability is accepted concerning the consequences of print and typesetting errors. The entrepreneur is not obliged to deliver the product on the basis of the incorrect price in case of print or typesetting errors.

Article 10 - Conformity and guarantee

1. The entrepreneur guarantees that the product and/or services are in accordance with the contract, the specifications stated in the offer, the reasonable requirements of reliability and/or usefulness and the statutory provisions and/or government regulations that apply on the date the contract is concluded. If such has been agreed, the

entrepreneur also guarantees that the product is suitable for use other than normal use.

2. A guarantee issued by the entrepreneur, manufacturer or importer does not alter the statutory rights and claims the consumer can enforce against the entrepreneur on the basis of the contract.
3. Any defects or products that were delivered incorrectly must be notified to the entrepreneur in writing within at most 4 months after delivery. The products must be sent back in the original packaging and in new condition.
4. The entrepreneur's warranty term corresponds to the manufacturer's warranty term. However, the entrepreneur is never liable for the ultimate suitability of the products for every individual application by the consumer nor for any advice with respect to the use or the application of the products.
5. The warranty does not apply if:
 - The consumer repaired and/or processed the products delivered himself or had them repaired and/or processed;
 - The products delivered were exposed to abnormal circumstances or are otherwise handled carelessly or handled contrary to the instructions issued by the entrepreneur and/or stated on the packaging;
 - The unsoundness results in whole or in part from regulations imposed or to be imposed by the government with respect to the nature or quality of the materials used.

Article 11 - Delivery and performance

1. The entrepreneur will observe the greatest possible care when receiving and carrying out orders for products and the assessment of requests for the provision of services.
2. The address notified in writing by the consumer to the company applies as the place of delivery.
3. With due observance of the relevant provisions of paragraph 4 of this article, the company will carry out the orders it has accepted expeditiously, but in any event within 30 days, unless the consumer has agreed to a longer delivery term. In the event delivery is delayed or if a delivery cannot be performed or only performed in part, the consumer will be notified thereof within at most 30 days after he placed the order. In such cases, the consumer will have the right to dissolve the contract without cost. The consumer is not entitled to compensation if this is the case.
4. All delivery terms are indicative. The consumer cannot derive rights from any terms that are stated. Exceeding a term does not entitle the consumer to compensation.
5. In case of dissolution in accordance with the paragraph 3 of this article, the entrepreneur will refund the amount paid by the consumer as soon as possible, but in any event within 14 days after dissolution.
6. In the event delivery of a product that has been ordered proves to be impossible, the entrepreneur will endeavour to make a replacement article available. It will be communicated in a clear and understandable manner and at the latest upon delivery that a replacement article will be delivered. The right of withdrawal cannot be excluded in case of replacement articles. The costs of any return shipment are for the account of the entrepreneur.
7. The risk of damage and/or loss of product lies with the entrepreneur until the moment of delivery to the consumer or to a representative designated and notified to the entrepreneur in advance, unless expressly agreed otherwise.

Article 12 - Continuing performance contract: term, termination and extension

Termination

1. The consumer has the right to terminate at all times a contract that has been concluded for an indefinite term and that serves to deliver products (including electricity) or services on a regular basis with due observance of the termination rules agreed for this purpose and a notice period of at most one month.
2. The consumer has the right to terminate at all times effective as from the end of the definite term a contract that has been concluded for a definite term and that serves to deliver products (including electricity) or services on a regular basis with due observance of the termination rules agreed for this purpose and a notice period of at most one month.

3. As regards the contracts referred to in the previous paragraphs, the consumer has the right to:
 - terminate them at any time and not be limited to giving notice at a certain moment or in a certain period;
 - at least terminate in the same manner as they were agreed by him;
 - always terminate subject to the same notice period as the entrepreneur stipulated for itself.

Extension

4. A contract that has been concluded for a definite period and that serves to deliver on a regular basis products (including electricity) or services, must not be tacitly extended or renewed for a definite period.
4. In derogation from the previous paragraph, a contract that has been concluded for a definite period and that serves to deliver newspapers, weeklies and magazines on a regular basis may be renewed for a definite period of at most three months, if the consumer has the right to terminate this extended contract effective as from the end of the extension subject to a notice period of at most one month.
5. A contract that has been concluded for a definite period and that serves to deliver on a regular basis products or services, may only be tacitly extended for an indefinite period if the consumer has the right at all times to terminate subject to a notice period of at most one month and a notice period of at most three months if the contract serves to deliver newspapers, daily newspapers, weeklies and magazines on a regular basis but in any event less than once per month.
6. A contract with a limited term for regular delivery of newspapers, daily newspapers, weeklies and magazines for the purpose of introduction (trial or introduction subscription) is not tacitly renewed and ends automatically after the trial or introductory period has ended.

Term

7. If a contract has a term of more than one year, the consumer will have the right to terminate the contract at any time subject to a notice period of at most one month, unless the principles of reasonableness and fairness oppose termination before the end of the agreed term.

Article 13 - Payment

1. Insofar as not agreed otherwise, the amounts payable by the consumer must be paid within 7 working days after the start of the reflection period as referred to in article 6 paragraph 1. In case of a contract for the provision of a service, this term will commence after the consumer has received the confirmation of the contract.
2. The consumer is obliged to notify the entrepreneur without delay of any inaccuracies in the payment details that have been provided or stated.
3. In the event the consumer fails to make payment, the entrepreneur has the right, subject to the statutory limitations, to charge reasonable costs that were notified to the consumer in advance.

Article 14 - Complaints procedure

1. The entrepreneur has a complaints procedure that was communicated sufficiently and handles complaints in accordance with this complaints procedure.
2. Complaint regarding the performance of the contract must be submitted to the entrepreneur within 7 days fully and clearly described, after the consumer has identified the defects.
3. Complaints submitted to the entrepreneur are answered within a term of 14 days calculated from the date of receipt. In the event a complaint requires a processing time that is foreseeably longer, the entrepreneur will receive an answer within the term of 14 days, which will include confirmation of receipt and an indication of when the consumer may expect a more comprehensive answer.
4. A dispute that qualifies for the complaints procedure if the complaint cannot be resolved in mutual consultation.
5. A consumer is required to apply to the entrepreneur first in case of complaints. If the webstore is affiliated with the Home Shopping Guarantee and in case of complaints

that cannot be resolved in mutual consultation, the consumer will be required to apply to the Home Shopping Guarantee (www.thuiswinkel.org), which will mediate free of charge. Check whether this webstore has a current membership at <https://www.thuiswinkel.org/ledenlijst/>. If it is still impossible to reach a solution, the consumer will have the option of having his complaint handled by the independent disputes committee instituted by the Home Shopping Guarantee and its decision will be binding and both the entrepreneur and the consumer agree to this binding decision. The submission of a dispute to this disputes 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 entrepreneur's obligations, unless the entrepreneur indicates otherwise in writing.
7. In the event the entrepreneur considers a complaint well-founded, the entrepreneur will replace or repair the products delivered, such to be decided by it.

Article 15 - Disputes

1. Contracts between the entrepreneur and the consumer to which these General Terms and Conditions relate are governed exclusively by Dutch law. Including in the event the consumer resides abroad.
2. The Vienna Sales Convention does not apply.

Article 16 - Additional or deviating positions

Supplementary provisions or provisions that deviate from these General Terms and Conditions must not be to the detriment of the consumer and must be laid down in writing in such a manner that they can be stored by the consumer in an accessible manner on a durable medium.

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Form for withdrawal

(only complete and send this form back if you wish to withdraw the contract)

— To
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info@perfectcare.nl
+31 850 643011

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— I/We (*) hereby inform (*) that I/we (*) withdraw our contract concerning the sale of the following goods/provision of the following service (*):

— Ordered on (DD-MM-YYYY):

— Order number:

— Received on (DD-MM-YYYY):

— Name/Names consumer(s)

— Address consumer(s):

— IBAN Bank account number:

— Signature of the consumer(s) (only if this form is submitted on paper)

— Date (DD-MM-YYYY):

(*) Delete what is not applicable.