

GENERAL TERMS AND CONDITIONS of van Sport & Horsemanship United  
februari 2016

Article 1: Definitions

In the absence of explicit statement to the contrary, the terms used in these general terms and conditions are defined as follows:

- a. The user or entrepreneur or SHU: Sport & Horsemanship United (KvK nummer 54405351, BTW number NL126532011B01, contact: E.J. Jorna-Jager, email: info@sporthorsemanshipunited.nl, tel: +31(0)634971951, address: Oosterstreek 73, 8388NC Oosterstreek, the Netherlands)
- b. Service: all (digital) services and activities (lessons, trainingdays or trainingweeks, clinics, workshops, videocoaching etc.) executed or organized by SHU or to which SHU offers entry.
- c. Products: all products and (entry to) digital content that is being offered by SHU.
- d. Instructor: E.J. Jorna-Jager or any teacher, instructor or assistant that acts on behalf of SHU.
- e. Client: all natural persons or corporations that comes to an agreement with SHU for services or products.
- f. Consumer: the natural person not dealing on behalf of a company or profession
- g. Contract/agreement: The contract/agreement for the rendering of services or sales of products, including distance agreements involving services or products offered by SHU or by a third party based on an agreement between SHU and this third party
- h. A length transaction: an agreement related to a series of products and services of which the delivery obligation and the purchasing are spread over a period of time.
- i. Durable Medium: any instrument which enables the client or the entrepreneur to store information addressed personally to them in a way accessible to future reference for a period of time adequate to the purpose of the information and which allows the unchanged reproduction of the information stored
- j. Consideration time: the term during which the consumer can execute the right of withdrawal.
- k. Day: calendar day
- l. Right of Withdrawal: the possibility for the consumer to terminate the agreement within the consideration term
- m. Withdrawal Form: the enclosed (Sub1) European modelform for withdrawal of the agreement
- n. Distance Agreement: an agreement based on a corporate organized system of distance sales of products and services including the closing of an agreement using one or more techniques of distant communication
- o. Technique of distant Communication: a means that can be used to close an agreement without the client and the entrepreneur have gathered together in the same place and at the same time

Article 2: General

- a. These general conditions/terms apply to any offer of the entrepreneur and to every finalized agreement between entrepreneur and client.
- b. These terms and conditions are further applicable to all contracts with the user that are executed with the assistance of third-parties.
- c. Departures from these general terms and conditions are valid exclusively if expressly agreed in writing.
- d. The applicability of any purchasing or other conditions of the client is expressly rejected.
- e. Before the distance agreement is concluded, the text of the general conditions/terms is being made available to the client in such a way that the text can be saved in a simple way on a durable medium, or it will be indicated where the client can find the general conditions/terms electronically
- f. If one or more of the provisions of these general terms and conditions or of the accompanying contract are invalid or set aside, the remaining provisions of these general terms and conditions and the contract shall remain applicable in full. The user and the client will in that case enter into consultation with a view to making agreement on the substitution of the invalid provisions with new ones that approach as closely as possible the purpose and the tenor of the original provisions.

Article 3: Offers and quotations

- a. All offers are subject to contract unless the offer contains an express written statement to the contrary
- b. If an offer has a limited validity or has other specifications, this will be emphatically mentioned.
- c. The offer contains a complete and accurate description of the offered products and services. The

- description is sufficiently detailed to enable a proper client's assessment of the products/services.
- d. Each offer contains such information that it is clear for the client which rights and obligations are related to the offer when it is accepted by the client.
  - e. If the acceptance differs (on minor points) to the offer set out in the quotation, the user is not bound to those differing points. In the absence of statement to the contrary by the user, the contract will in that case not be formed in keeping with those different points.
  - f. A composite price statement does not oblige the user to perform part of an order at a corresponding proportion of the stated price.
  - g. Offers and quotations are not automatically applicable to future orders.

#### Article 4: Execution of the contract, information and resources

- a. The user will execute the contract to the best of his knowledge and ability and in accordance with high standards and in keeping with the expertise the client can reasonably expect of the user. The user does not however guarantee that any intended result will be achieved.
- b. The user will determine how and by whom the order is carried out, but will act in accordance with the client's indicated wishes wherever possible. If and in so far as required for the correct execution of the contract, the user reserves the right to have the work carried out by third-parties.
- c. The client shall ensure that the user is provided in full and in good time with all information, as well as amendments thereto, in the form and manner that the user indicates is necessary for the performance of the contract or which the client could reasonably expect to understand is required both on commencement and during the execution of the contract. If the information required for the execution of the contract is not issued to the user on time or in full, the user reserves the right to suspend execution of the contract and/or to charge the client with extra costs incurred as a result of the delay at the current market rates.
- d. The client declares that horses brought into activities of SHU are free from infectious diseases and parasites, and gives all relevant details about the horses at registration.
- e. Stallions will only be allowed into in groupactivities with prior permission from SHU.
- f. The client shall ensure that the user is provided in good time with all resources and facilities that the user indicates are necessary and which the client could reasonably be expected to realise are necessary to the execution of the contract and to ensure that they are available and correctly functioning at all times. If sufficient resources required for the execution of the contract are not issued to the user, the user reserves the right to suspend execution of the contract and/or to charge the client with extra costs incurred as a result of the delay at the current market rates.
- g. Costs concerning accommodations (facilities for training, indoor arena's, instruction rooms, presentation and sound equipment, overnight accommodation for the instructor in the case of a multi-day clinic) will be covered by the client. Prices do not include the accommodation costs, unless specified otherwise in the contract.
- h. When choosing an accomodation for activities of SHU, the client will take account of the reasonably foreseeable weather conditions to ensure the quality of the activities.
- i. The client guarantees the correctness, completeness and reliability of the information, resources and facilities he issues or has issued to the user. The user cannot be held liable for losses of any nature whatsoever caused by the user's use of incorrect and/or incomplete information provided by the client, unless the user should have been aware of that inaccuracy or incompleteness.
- j. The client is obliged to inform the user without delay of changes to the issued information and other facts and circumstances that could be important to execution of the contract.
- k. If the user or third-parties engaged by the user in the context of the order carry out work at the client's location or a location indicated by the client, the client shall provide them, free of charge, with the facilities that can reasonably be required by those employees.
- l. If a client hires (an instructor of) SHU for giving lessons the client is obliged to inform the participants about these terms and conditions.

#### *Additional conditions for products:*

- m. The address that has been made known by the client to the entrepreneur is considered to be the delivery place.
- n. Taking into account what is stated in article 3 of the general conditions/terms, the entrepreneur shall execute the accepted orders expeditiously but not later than within 30 days unless a longer period has been agreed. If the delivery is delayed or if a delivery cannot or partially be executed, the client is notified about this no later than 30 days after he placed the order. In that case the client has the right to terminate the agreement without any further cost.

- o. In the event of termination in accordance with the previous paragraph the entrepreneur shall pay back the amount that the client has paid as soon as possible.
- p. The risk of damage and/or loss of products rest with the entrepreneur until the moment of delivery at the client or a pre-designated and an announced representative to the entrepreneur, unless otherwise expressly agreed.
- q. The entrepreneur ensures that the products and services measure up to the agreement, ensures the in the offer mentioned specifications, ensures reasonable requirements, soundness and or usefulness and ensures on the date of the establishment the existing legal provisions and/or government regulations.
- r. A guarantee provided by the entrepreneur, manufacturer or importer does nothing to alter the rights and claims which the client under the agreement can put forward against the entrepreneur.

#### Article 5: Distance agreements

- a. The agreement is finalized, subject to the provisions in paragraph 3, at the moment the client accepts the offer and meets the conditions.
- b. If the client has accepted the offer electronically, the entrepreneur immediately confirms electronically that he has received the acceptance of the offer. As long as the entrepreneur has not confirmed the acceptance, the client can terminate the agreement.
- c. If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to protect the electronic data transfer and that he will ensure a safe web environment. If the client can pay electronically, the entrepreneur will observe the necessary security measures.
- d. The entrepreneur has the right to refuse any agreement without providing a motivation or he can connect special conditions to the execution of the agreement.
- e. The entrepreneur shall provide the following information with the products or services for consumers, written or in such a manner that the consumer can store in an accessible way the data on a durable medium:
  - i. The address of the company for the consumer to file complaints
  - ii. The conditions and the way how the consumer can execute the right of withdrawal or a clear indication related to the exclusion of the right of withdrawal.
  - iii. Information about after sales guarantees and services, unless the entrepreneur has already provided this information before the execution of the agreement.
  - iv. Information about price, tax and shipping fees, payment method and delivery or execution of services, unless the entrepreneur has already provided this information before the execution of the agreement.
  - v. The requirements for termination of the agreement if the agreement has a duration of one year or more or of if it has an indefinite duration.
- f. In case of a length transaction the previous clause e. is only applicable for the first delivery.

#### Article 6: Amendments to the contract

- a. If during the execution of the contract it becomes apparent that it is necessary to make amendments or additions to the work for the correct execution of the contract, the parties shall enter into consultation in good time and amend the contract accordingly.
- b. Amendments or additions to the contract that have been agreed by the parties can result in a change to the completion date. The user shall inform the client of changes to the completion date as soon as possible. Amendments or additions to the contract do not give the client any entitlement to compensation for damages.
- c. If the amendment or addition to the contract has any financial and/or quality implications, the user shall inform the client of those implications in advance. The user has the right to charge additional costs to the client.
- d. If a fixed fee has been agreed, the user shall further indicate the extent to which the amendment or addition to the contract will result in that fee being exceeded.

#### Article 7: Length transactions: duration, termination, cancellation and extension

- a. The consumer can terminate at any time an agreement which has been entered for an indefinite period and which extends to regular delivery of products and services, respecting a notice period of one month.
- b. An agreement entered for a definite period and which extends to regular delivery of products or service automatically ends at the end of the definite period or on the agreed end date. If the client

terminates the agreement before the end of the definite period or before the appointed end date the client is obliged to pay the bills for work carried out and delivered products up until that time and for the rest of the agreed services or product deliveries, unless the client and entrepreneur agree otherwise.

- c. The consumer can terminate the agreements in the previous mentioned paragraph in the same manner as he entered into them.
- d. The entrepreneur has the right to terminate the agreement any time. The client is obliged to pay the bills for work carried out and delivery of products up until that time.
- e. An agreement which has been entered for a definite time and which extends to a regular delivery of products and services, may only be automatically extended for an indefinite period if the consumer can at any time terminate with a notice period of one month.
- f. If an agreement has a duration period of more than one year, the consumer may after one year terminate at any time with a notice period of one month unless reasonableness and fairness are opposed against termination before the end of the agreed duration.
- g. In the case of pronounced lameness or illness or lack of fitness of the horse, the instructor can exclude the horse from participation in the lessons. This is entirely at the risk of the participant and in that case there will be no refund of fees.
- h. When a participant or a horse causes safetyrisks or hindrance to other participants or horses, the instructor has the right to exclude them from further participation. This is entirely at the risk of the participant and in that case there will be no refund of fees.
- i. In the case of bad weather conditions and/or the accomodation is not suitable for the activity, the instructor has the right to cancel or terminate the activity, or find an agreement with the client for a change of date and/or location.
- j. Cancellation by the client of individual lessons must be made at least 48 hours in advance. If cancellations are made within 48 hours before the appointed date and time, 50% of the agreed price must be paid. The entire agreed price is due if cancellation takes places within 24 hours before the appointed date and time.
- k. Cancellation of other activities (courses, clinics, grouplessons, workshops, trainingdays or -weeks, events etc.) by the client:
  - a. In the case of cancellation up to 21 days before starting date of the activity, no fee will be charged
  - b. In the case of cancellation from 21 to 7 days before starting date of the activity, 50% of the agreed price will be charged.
  - c. In the case of cancellation from less than 7 days to 48 hours before starting of the activity, 80% of the agreed price will be charged
  - d. In the case of cancellation less than 48 hours before starting of the activity the client is obliged to pay the full price according to the agreement
  - e. Should a participant wish to transfer his or her place in the course to another participant, this would only be allowed after prior specific permission of SHU.
- g. The cancellation policy as stated in Art. 7.k. may be waived by SHU. This will be expressly stated in the information and / or agreement with the client.
- h. The instructor / SHU has the right to cancel activities due to circumstances or agree with the client on a new date and location. In the case of cancellation by SHU, SHU will refund fees already paid by the client in accordance to the amount of time or work that has been cancelled. Cancellation fees of accommodation costs are never reimbursed by SHU.

#### Article 8: Fee

- a. The parties can agree upon a fixed fee when forming the contract.
- b. If a fixed fee is not agreed, the fee will be calculated on the basis of the hours actually worked.
- c. For orders with a term of more than two months the payable costs will be charged periodically
- d. If the user agrees on a fixed fee or hourly rate with the client, the user shall none the less be entitled to increase that fee or rate, in cases where amendments or additions are made to the contract.
- e. The user is authorised to pass on price increases to the client between the time of the quotation and delivery or execution of the agreement when cost-determining factors have changed, such as a change in VAT rates or changes as a result of legal regulations or provisions. The client has the right to terminate the agreement from the day the price increase takes effect.
- f. The user is entitled to increase the fee if, during the performance of the work, it becomes apparent that the originally agreed or anticipated amount of work was underestimated when the contract was entered into, for reasons that cannot be attributed to the user, to such an extent that the user cannot

reasonably be expected to perform the agreed work for the originally agreed fee. The user will inform the client of his intention to increase the fee or rate. The user will state the amount of the increase and the date on which it will come into effect.

#### Article 9: Payments

- a. Payment is due within 14 days of the invoice date, without any deduction, discount or set-off, by depositing or transferring the payable amount to the bank account stipulated by the user. Objections to the level of the bills do not suspend the payment obligation.
- b. When a prepayment has been stipulated the client cannot assert any rights regarding the execution of the relevant order or service(s) before the stipulated payment has been made.
- c. The client has the duty to notify the entrepreneur about inaccuracies in the payment details.
- d. In case of default by the client the entrepreneur has, subject to legal restrictions, the right to charge the reasonable costs for administration costs and collection costs made by the entrepreneur.
- e. The user can refuse a payment offer, without thus being in default, if the client does not include the costs mentioned in art. 9d.
- f. In the event of the client being liquidated, declared bankrupt or granted suspension of payment, the claims of the user on the client shall become immediately due and payable.

#### Article 10: Retention of title

- a. All goods delivered by the user, including animals, training materials, books, DVD's, designs, sketches, drawings, films, software, (electronic) files, etc., remain the property of the user until the client has met in full all of the obligations under the contract entered into with the user; this to be decided at the user's discretion.
- b. The client is not authorised to pledge or encumber in any other way the goods covered by retention of title.
- c. In the event of third-parties imposing an attachment on the goods delivered under retention of title or setting out to establish or invoke any rights to them, the client is obliged to notify the user of that as soon as may reasonably be expected.
- d. The client is obliged to insure goods delivered under retention of title and to keep them insured against fire, explosion and water damage and against theft and to issue the insurance policy for inspection on demand.
- e. Goods delivered by the user and which are covered by retention of title as provided for under paragraph 1 of this article may not under any circumstances be used as a means of payment.
- f. In the event of the user wishing to exercise his property rights as provided for in this article, the client hereby gives unconditional and irrevocable permission, now for then, for the user or third-parties engaged by the user to enter the places where the property of the user is located and to repossess that property.

#### Article 11: Collection costs

- a. All judicial and extrajudicial (debt collection) costs reasonably incurred by the user in connection with the client's non-compliance or late compliance with his payment obligations shall be for the client's account.
- b. The client is liable for payment of interest over the debt collection costs.

#### Article 12: Inspection, complaints

- a. Complaints must be lodged in writing by the client to the user within 8 days of the faults being established, but 14 days at the latest following completion of the service or the delivery of products. The notice of default should contain a description of the failure to perform in as much detail as possible so that the user is able to put forward an adequate response. A claim does not suspend the client's obligation of payment unless the user has informed the client in writing that he regards the claim as being well-founded or well-founded in part.
- b. The complaints submitted to the entrepreneur will be answered within a period of 30 days from the day of receipt. If a complaint has a foreseeable longer processing time, the entrepreneur will answer within 30 days an acknowledgement and an indication when the consumer will receive a more detailed answer.
- c. If the complaint is well-founded, the user shall as yet carry out the work as agreed unless that is clearly no longer of any benefit to the client. The client shall be responsible for indicating that that is the case in writing.
- d. If it is no longer possible or beneficial to carry out the agreed work, the user can repay a proportion of

the fee already paid without continuing to carry out the order and the user can only be held liable in that regard within the constraints set forth in article 16.

#### Article 13: Expiry period

Notwithstanding the provisions of article 12, the client is obliged, if he is or remains of the opinion that the user has failed to implement the contract on time, completely or correctly - unless this is done subject to the provisions of article 12a - to notify the user as such in writing and without delay and to exercise his rights to institute claims on that basis within one year of the date of that notification, or within one year of the time at which notification should have taken place, in the absence of which all of his rights and claims in that regard shall lapse upon expiry of the period set forth above.

#### Article 14: Suspension and dissolution

- a. The user is authorised to suspend compliance with his obligations or to dissolve the contract if:
  - i. The client fails to meet his contractual obligations or meet them in full.
  - ii. After entering into the contract, the user becomes aware of circumstances that give the user good grounds to presume that the client will not meet his obligations. If there are good grounds for presuming that the client will only meet his obligations in part or not adequately, the suspension shall only be permitted as far as justified by the shortcoming.
  - iii. Upon entering into the contract the client was required to furnish security for meeting his contractual obligations and has failed to provide that or sufficient security.
- b. The user is further authorised to dissolve the contract or have it dissolved if circumstances arise of such a nature that compliance with the contract is no longer possible or can no longer be required according to the standards of fairness and equity of if circumstances arise of such a nature that the contract cannot reasonably be left in effect in unamended form.
- c. If the contract is dissolved, the claims of the user on the client shall become immediately due and payable. If the user suspends compliance with his obligations, he retains his claims by law and under the contract.
- d. The user reserves the right at all times to claim compensation for damages.

#### Article 15: Return of issued goods

- a. If the user has issued the client with animals or goods during implementation of the contract, the client is obliged to return those animals or goods in their original condition, free of defects and complete within 14 days of the user's first request for him to do so.
- b. If the client fails to meet the obligation set out above under a, the client will be obliged to compensate the user for the losses and costs arising thereof, including the replacement costs.

#### Article 16: Liability

- a. In the event of the user being held liable, that liability shall be limited to the provisions of this clause. For the purpose of this and subsequent clauses of this article the user is also defined as the user's instructors as mentioned in art. 1 and third-parties he has engaged for the implementation of the order.
- b. The compensation payable by the user to the client cannot under any circumstances exceed the amount for which the user's liability is insured, or a maximum amount of 1000 euros if no cover is provided by that insurance.
- c. Participation in activities of SHU is at the client's own risk. SHU is not liable for the consequences of accidents, injuries, theft or damage to persons, horses, personal equipment or accommodation prior to, during or resulting from participating in activities.
- d. SHU is not liable for consequences of self-employed and / or misapplication of available knowledge and techniques, either during or after SHU activities or when clients independently study and exercise using publications, digital information and other SHU products.
- e. For the participation of minors (under 18) in activities authorization by a legal representative is required.
- f. When riding a horse during activities of SHU the client is required to wear an approved safety helmet (label CE / EN 1384). If the client decides not to wear such a helmet, it will be completely at the rider's own risk and SHU can not in any way be held liable for any damages or injury arising as a result of not wearing the helmet.
- g. The user cannot be held liable for losses caused by the client's failure to meet the disclosure obligation pursuant to article 4c or the fact that the information provided by the client is not in keeping with the provisions of article 4i.

- h. Neither can the user be held liable for losses caused by acts or omissions of third-parties engaged by the client during implementation of the order.
- i. The user is authorised at all times to maximally limit or reverse the client's loss, for which the client is obliged to cooperate in full.
- j. The user cannot under any circumstances be held liable for indirect losses, including consequential losses, loss of income, missed savings or losses caused by business stagnation.

#### Article 17: Indemnification

- a. The client indemnifies the user against claims of third-parties regarding intellectual property rights on materials or information issued to the client and which are used during implementation of the contract.
- b. If the client issues the user with information carriers, electronic files or software, etc., he guarantees that the information carriers, electronic files or software are free of viruses and defects.
- c. The client indemnifies the user against claims of third-parties regarding losses related to or arising from the contract implemented by the user if and insofar as the user is not liable to the client in that respect by virtue of the provisions of article 16.

#### Article 18: Transfer of risk

The risk of the goods forming the subject of the contract being lost or damaged shall transfer to the client at the time at which they are legally and/or actually delivered to the client and are thus placed at the client's disposal or a third-party nominated by the client for that purpose.

#### Article 19: Force majeure

- a. The parties are not be required to comply with any obligation if prevented from doing so as a result of a circumstance that is beyond their control and for which they cannot be held accountable by virtue of the law, a juristic act or generally accepted views.
- b. In these general conditions, force majeure is defined - in addition to that which is deemed as such by law and legal precedent - as all circumstances, foreseen or unforeseen, that are beyond the control of the user but which prevent the user from meeting his obligations.
- c. The user shall also be entitled to invoke force majeure if the circumstance preventing (further) compliance occurs after the user should have met his obligations.
- d. The user shall also be entitled to invoke force majeure if an activity or part of an activity cannot be completed as a result of illness or absence of the most important person (instructor or hired third party) caused by force majeure.
- e. The parties can suspend their contractual obligations during the period of force majeure. If the period of force majeure lasts for longer than two months, either party shall be entitled to dissolve the contract without being obliged to pay any compensation for damages to the other party.
- f. If the user has already partly met or will partly meet his contractual obligations when the period of force majeure, the user reserves the right to separately charge for the obligations already complied with or to be complied with. The client is obliged to pay that charge as though it were a separate contract.

#### Article 20: Intellectual property and copyrights

- a. Notwithstanding the other provisions of these general terms and conditions, the user reserves the rights and powers enjoyed by the user under the Netherlands Copyright Act.
- b. All theory documents, handouts, articles, photo's, video's, audiofiles, advice, reports, recommendations, contracts, designs, sketches, drawings, software, etc., issued by the user are exclusively designated for the client's use and the client may not, without the prior written permission of the user, reproduce them, publish them or communicate them to third-parties.
- c. The user reserves the right to use information received through the implementation of the work for other purposes, provided that doing so does not result in confidential information being disclosed to third-parties.
- d. Making photos and video recordings during activities is reserved to SHU, and this material can be used by SHU for educational purposes and publications and advertisements. When a client requests that his or her images will not be used by SHU this request will be honoured.
- e. Individual participants in activities are authorized to make photos and videorecordings for personal (non-business) use. Photos and video footage which clearly show other persons than the intended participant (including the instructor) and of which reasonably can be assumed or is uncertain that these persons can have objections against distribution, may only be distributed or published with the

consent of these persons concerned.

Article 21: Disputes

- a. In the absence of mandatory rules of law to the contrary, the court in the user's place of establishment has exclusive competent jurisdiction.
- b. The parties shall not refer a matter to court until they have done their utmost to resolve the dispute in mutual consultation.

Article 22: Applicable law

All legal relationships between the user and the client to which these general conditions apply shall be governed by the laws of the Netherlands. The Vienna Sales Convention is expressly excluded.

Article 23: Source of the conditions

- a. These conditions can be found on the website [www.sporthorsemanshipunited.nl](http://www.sporthorsemanshipunited.nl)
- b. SHU has the right to change these conditions. The changes take effect immediately after placing the new conditions in the SHU website.
- c. The most recently published version or the version that was applicable at the time at which the contract was formulated shall be applicable at all times.



## Additional conditions for distance agreements

### Article 25- Right of Withdrawal for consumers

#### Deliverance of products:

After purchasing products the consumer has the possibility to disband the agreement without giving reasons during 14 days. The cooling off period starts on the day after the consumer receives the product or a pre-designated representative by the consumer made known to the entrepreneur.

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#### Deliverance of Services:

The consumer has the possibility to disband the agreement without giving reasons during at least 14 days, commencing on the day of the entering into the agreement.

In order to execute the right of withdrawal, the consumer must abide by the reasonable and clear instructions provided by the entrepreneur at the offer or finally at the deliverance of the service.

### Article 26- Obligations for the consumer

During the cooling off period the consumer shall treat the product and the package carefully. He shall unpack or use the product only to that extent to as far as it is necessary to judge if he wishes to keep the product.

If he does want to execute the right of withdrawal, he shall use the form attached as Sub 1 or send a similar written note to the entrepreneur.

He will return the product with all accessories and -if reasonably possible- in the original conditioning and packaging to the entrepreneur, in accordance with the provided reasonable and clear instructions of the entrepreneur.

### Article 27- Withdrawal Costs

If the consumer executes the right of withdrawal, he will have to pay no more than the costs of returning the product. If the consumer willingly agrees to start the implementation of agreed services within the cooling off period, he will lose his right of withdrawal.

### Article 28- Obligations of the entrepreneur

The entrepreneur will respond as soon as reasonably possible to the withdrawal request of the consumer. The entrepreneur shall pay back the amount concerned as soon as possible but no later than within 14 days after the repeal or after the return shipment.

### Article 29- Exclusion Right of Withdrawal

The entrepreneur can exclude the right of withdrawal of the consumer. The exclusion of the right of withdrawal applies only if the entrepreneur has clearly mentioned this at least in time before the conclusion of the agreement.

Exclusion of the right of withdrawal is by example possible for the following products:

- a. Which are established by the entrepreneur according to specifications of the consumer
- b. That they are clearly personal in nature
- c. Which cannot be returned because of their nature
- d. For audio and video recordings and computer software of which the consumer has broken the seal.

Exclusion of the right of withdrawal is possible for the following services:

- a. Concerning lodging or to spend leisure on a certain date or during a certain period.
- b. Whose delivery has begun with the express consent of the consumer before the consideration period has expired.

Sub 1: Withdrawal Form

(only complete and email this for when you want to execute your right of withdrawal)

- To:            (name entrepreneur]  
                  [ address]]  
                  [ e-mail]
  
- I hereby declare to withdraw our agreement concerning  
  buying the product: .....  
  received on: (date)  
  ordering the digital content: .....  
  ordered on: (date)  
  making reservations for the activity or service: .....  
  ordered on: (date)
  
- [Name consumer]
  
- [Address consumer]
  
- [Signature consumer] + [date of signature]