

General Terms and Conditions Bellyboottuning.eu Table of Contents:

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In these terms and conditions, the following terms shall have the following meanings

Article 1 – Definitions

1. Withdrawal period: the period within which the consumer can make use of his right of withdrawal;
2. Consumer: the natural person who is not acting in the exercise of a profession or business and a distance contract with the entrepreneur;
3. Day: calendar day;

4. Transaction Duration: a distance contract relating to a series of products and / or services, the supply and / or purchase is in time spread out;
5. Durable medium: any means that enables the consumer or entrepreneur to store information addressed to it personally in a way that ensures future consultation and unaltered reproduction of the information stored is possible.
6. Right of withdrawal: the possibility for the consumer to cancel within the cooling-off period. the distance contract;
7. Entrepreneur: the natural or legal person who offers products and / or services to consumers at a distance;
8. Distance contract: an agreement whereby, within the framework of a system organised by the trader for the distance sale of products and/or services, up to and including the conclusion of the agreement, exclusive use is made of one or more techniques for distance communication;
9. Technique for distance communication: means that can be used for the conclusion of an agreement, without the consumer and trader being in the same place at the same time.

Article 2 – Identity of the entrepreneur

Bellyboottuning.eu (part of VoerbootAccu.nl)

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If the activity of the entrepreneur is subject to a relevant licensing regime: the details of the supervisory authority:

If the entrepreneur practises a regulated profession:

- the professional association or organisation of which he is a member;
- the professional title, the place in the EU or the European Economic Area where it is held

- granted;
- a reference to the professional rules applicable in the Netherlands and instructions

where and how these professional rules are accessible.

Article 3 – Applicability

1. These general terms and conditions apply to any offer made by the entrepreneur and to any distance contract concluded between the entrepreneur and the consumer.
2. Before concluding a distance contract, the text of these general terms and conditions will be made available to the consumer. If this is not reasonably possible, before the distance contract is concluded, it will be indicated that the general terms and conditions can be inspected at the trader's premises and that, at the consumer's request, they will be sent free of charge as soon as possible.
3. If the distance contract is concluded electronically, then, contrary to the previous paragraph and before the distance contract is concluded, the text of these general conditions electronically to the consumer be made available in such a way that the consumer in a simple way

can be stored on a durable data carrier. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general terms and conditions can be consulted electronically and that they will be sent free of charge at the consumer's request, electronically or otherwise.

1. In the event that specific product or service conditions apply in addition to these general terms and conditions, the second and third paragraphs shall apply mutatis mutandis and in the event of conflicting general terms and conditions, the consumer can always invoke the applicable provision that is most favourable to him.

Article 4 – The offer

1. If an offer has a limited period of validity or is made subject to conditions, this will be explicitly stated in the offer.
2. The offer contains a complete and accurate description of the products and/or services offered. The description is sufficiently detailed to enable the consumer to make a proper assessment of the offer. If the entrepreneur uses images are

The customer is obliged to provide a true and faithful representation of the products and/or services offered. Obvious mistakes or obvious errors in the offer do not bind the entrepreneur.

1. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to the acceptance of the offer. This concerns in particular:
 - any costs of delivery;
 - the way in which the agreement will be concluded and what actions will be taken in order to achieve this.

are needed for that;

- whether or not the right of withdrawal applies;
- the method of payment, delivery and execution of the agreement;
- the period for acceptance of the offer, or the period within which the entrepreneur guarantees the price;
- the amount of the rate for distance communication if the costs of the

use of the technology for distance communication shall be calculated on a different basis than the regular basic rate for the means of communication used;

a. whether the agreement will be archived after it has been concluded, and if so in what way it can be consulted by the consumer;

b. the way in which the consumer, before concluding the contract, can check the data provided by him within the framework of the contract and, if desired, correct them;

- any other languages in which, in addition to Dutch, the contract can be concluded;
- the codes of conduct to which the trader is subject and the way in which the consumer can consult these codes of conduct electronically; and
- the minimum duration of the distance contract in the case of a long-term transaction.

Article 5 – The contract

1. Subject to the provisions of paragraph 4, the agreement is concluded at the moment the consumer accepts the offer and complies with the associated conditions.

2. If the consumer has accepted the offer electronically, the trader will immediately confirm receipt of the acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed by the trader, the consumer can dissolve the contract.
3. If the contract is concluded electronically, the trader will take appropriate technical and organisational measures to secure the electronic transfer of data and will ensure a safe web environment. If the consumer can pay electronically, the entrepreneur will observe appropriate security measures.
4. The entrepreneur can – within legal frameworks – inform himself whether the consumer can meet his payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the distance contract. If, on the basis of this research, the entrepreneur has good reasons not to enter into the agreement, he is entitled to refuse an order or request, stating the reasons, or to attach special conditions to the execution of the agreement.
5. The entrepreneur will include the following information with the product or service to the consumer, in writing or in such a way that the consumer in an accessible manner can be stored on a durable medium:
 - a. the visiting address of the establishment of the entrepreneur where the consumer with complaints can go;
 - b. the conditions under which and the way in which the consumer can exercise the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
 - c. the information about guarantees and existing after-sales service;
 - d. the information contained in article 4 paragraph 3 of these conditions, unless the entrepreneur has already provided the consumer with this information prior to the execution of the contract;
 - e. the requirements for terminating the contract if the contract has a duration of more than one year or is of indefinite duration.
6. In the case of a long-term transaction, the provision in the previous paragraph applies only to the first delivery.

Article 6 – Right of withdrawal

On delivery of products:

1. When purchasing products, the consumer has the option of dissolving the contract, without giving reasons, for a period of 14 days. This cooling-off period starts on the day after receipt of the product by the consumer or a representative designated in advance by the consumer and announced to the trader.
2. During the cooling-off period, the consumer will handle the product and its packaging with care. He will only unpack or use the product to the extent necessary to assess whether he wishes to keep the product. If he exercises his right of withdrawal, he will return the product with all delivered accessories and – if reasonably possible – in the original condition and packaging to the entrepreneur, in accordance with the reasonable and clear instructions provided by the entrepreneur.
3. Revocation/dissolution of the agreement is only possible if the full purchase price has been paid by the consumer and credited to the account of Bellyboottuning.eu.
In the event of delivery of services: In the event of the delivery of services, the consumer has the option of dissolving the agreement without stating any reasons for a period of at least fourteen days, commencing on the day on which the agreement was entered into.
4. Services / activities are only performed at the time that the agreed amount to VoerbootAccu.nl has been paid and credited to the account of Bellyboottuning.eu
5. In order to exercise his right of withdrawal, the consumer will comply with the reasonable and clear instructions provided by the trader in this respect at the time of the offer and/or at the latest at the time of delivery.

Article 7 – Costs in the event of revocation

1. If the consumer makes use of his right of withdrawal, he shall be liable for no more than the costs of returning the goods.
2. If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible, but no later than 30 days after the return or withdrawal.

Article 8 – Exclusion of the right of withdrawal

1. The entrepreneur can exclude the consumer's right of withdrawal as far as provided for in paragraphs 2 and 3. The exclusion of the right of withdrawal only applies if the entrepreneur has clearly stated this in the offer, at least in time for the conclusion of the contract.
2. Exclusion of the right of withdrawal is only possible for products:

a. that have been created by the trader in accordance with the consumer's specifications;

b. that are clearly of a personal nature;

c. which by their nature cannot be returned;

d. which can quickly deteriorate or age;

e. the price of which is subject to fluctuations in the financial market over which the proprietor has no influence;

f. for individual newspapers and magazines;

g. for audio and video recordings and computer software of which the consumer has broken the seal.

h. Products that are damaged.

1. Exclusion of the right of withdrawal is only possible for services:
 - a. concerning accommodation, transport, restaurant business or leisure activities to be carried out on a certain date or during a certain period;
 - b. of which the delivery has started with the explicit consent of the consumer before the cooling-off period has expired;
 - c. concerning bets and lotteries.

Article 9 – The price

1. During the period of validity stated in the offer, the prices of the products and/or services offered will not be increased, except for price changes as a result of changes in VAT rates.
2. Contrary to the previous paragraph, the Entrepreneur may offer products or services whose prices are subject to fluctuations in the financial market and over which the Entrepreneur has no control, at variable prices. These fluctuations and the fact that any prices mentioned are target prices are mentioned in the offer.
3. Price increases within 3 months after the conclusion of the contract are only permitted if they are the result of statutory regulations or provisions.
4. Price increases from 3 months after the conclusion of the contract are only permitted if the entrepreneur has stipulated this and:
5. The prices mentioned in the offer of products or services are inclusive of VAT.
 - a. these are the result of statutory regulations or provisions; or
 - b. the consumer has the authority to terminate the agreement with effect from the day on which the price increase takes effect.

Article 10 – Conformity and Warranty

1. The entrepreneur guarantees that the products and / or services meet the contract, the specifications stated in the offer, the reasonable requirements of reliability and / or usefulness and the date of the conclusion of the agreement existing legal provisions and / or government regulations. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.
2. A guarantee provided by the trader, manufacturer or importer does not affect the legal rights and claims that the consumer can assert against the trader on the basis of the contract.
3. Bellyboottuning.eu reserves the right, in the event of incorrect use and/or failure by the Consumer to follow the instructions supplied with the product, to charge the Consumer for any research costs, repair/repair work.
4. The Consumer cannot claim a Warranty in the event of non-compliance with the instructions supplied with the product and in the event of incorrect use.

Article 11 – Delivery and execution

1. Bellyboottuning.eu will exercise the greatest possible care when receiving and executing orders for products and when assessing requests for the provision of services.
2. The place of delivery is deemed to be the address that the consumer has indicated to the company.
3. With due observance of the relevant provisions of Article 4 of these General Terms and Conditions, the company will execute accepted orders expeditiously, but at the latest within 30 days, unless a longer term of delivery has been agreed. If the delivery is delayed, or if an order cannot or can only partially be carried out, the consumer will be informed of this within 30 days after he has placed the order. In that case, the consumer has the right to dissolve the contract free of charge and is entitled to any compensation.
4. In case of dissolution in accordance with the previous paragraph, the entrepreneur will refund the amount paid by the consumer as soon as possible, but at the latest within 30 days after dissolution.
5. If delivery of an ordered product turns out to be impossible, the trader will make every effort to make a replacement article available. At the latest at the time of delivery, it will be stated in a clear and comprehensible manner that a replacement product will be delivered. The right of withdrawal cannot be excluded for

replacement items. The costs of any return shipment are borne by the entrepreneur.

6. The risk of damage and / or loss of products rests with the operator up to the time of delivery to the consumer or a previously designated and announced representative to the operator, unless otherwise expressly agreed.
7. Articles will only be dispatched/delivered once the amount due has been paid in full to Bellyboottuning.eu.

Article 12 – Duration transactions: duration, termination and extension

Termination

1. The Consumer may at any time terminate an agreement that has been entered into for an unspecified period of time that extends to the regular delivery of products (including electricity) or services, with due observance of the applicable termination rules and a period of notice that does not exceed one month.
2. The consumer can terminate an agreement that has been entered into for a specified period of time that extends to the regular delivery of products (including electricity) or services at any time at the end of the specified period, with due observance of the termination rules agreed for that purpose and a notice period of up to one month.

The Supplier shall at least terminate the agreement in the same manner as they have been entered into by the Supplier;

A fixed-term contract that extends to the regular delivery of products (including electricity) or services may not be tacitly extended or renewed for a fixed period.

Contrary to the previous paragraph, a fixed-term contract that has been concluded for the regular supply of daily or weekly newspapers or magazines may be tacitly prolonged for a fixed term that does not exceed three months, if the consumer is entitled to terminate this prolonged contract towards the end of the prolongation, subject to a period of notice that does not exceed one month

4. A fixed-term contract that has been concluded for the regular supply of products or services may only be tacitly concluded for an indefinite period of time.

5. Extension

The agreement may be extended if the consumer may at any time terminate with a period of notice of up to one month and a period of notice of up to three months if the contract extends to the regular supply of daily, news and weekly newspapers and magazines less than once a month.

- A fixed-term contract for the regular supply of daily, news and weekly newspapers and magazines by way of introduction (trial or introductory subscription) will not be tacitly continued and will automatically terminate at the end of the trial or introductory period.

6. Duration

- If a contract has a duration of more than one year, the consumer may cancel after one year the agreement at all times with a notice of up to one month, unless reasonableness and fairness resisting termination before the end of the agreed period.

Article 13 – Payment

Unless otherwise agreed, the amounts owed by the consumer must be paid within 14 days after the start of the reflection period referred to in Article 6 paragraph 1. In case of a contract to provide a service, this period commences after the consumer has received the confirmation of the contract.

When selling products to consumers, the general terms and conditions may never stipulate an advance payment of more than 50%. When advance payment is stipulated, the consumer can not assert any rights regarding the execution of the order or service (s), before the stipulated advance payment has taken place.

The consumer has the duty to report any inaccuracies in the payment details provided or stated to the trader without delay.

In the event of non-payment on the part of the consumer, the trader has the right, subject to legal restrictions, to charge the consumer reasonable costs made known in advance.

Article 14 – Complaints procedure

1. The entrepreneur has a well-publicized complaints procedure and handles the complaint in accordance with this complaints procedure.
2. Complaints about the performance of the contract must be submitted to the proprietor within a reasonable period of time and in full and clearly described form, after the consumer has discovered the defects.
3. Complaints submitted to the entrepreneur will be answered within a period of 14 days calculated from the date of receipt. If a complaint requires a foreseeable longer processing time, the entrepreneur will respond within the period of 14 days with an

acknowledgement of receipt and an indication of when the consumer can expect a more detailed answer.

4. If the complaint is not settled by mutual agreement, a dispute that is subject to dispute settlement can be resolved.

Article 15 – Disputes

Contracts between the trader and the consumer to which these general terms and conditions apply are exclusively governed by Dutch law.

Article 16 – Additional or different provisions

Additional provisions or provisions deviating from these general terms and conditions may not be to the detriment of the consumer and must be recorded in writing or in such a way that the consumer can store them in an accessible manner on a durable data carrier.