

General Terms and Conditions for Consumers ProFotonet B.V.

These terms and conditions apply to all deliveries by ProFotonet to consumers and other agreements between ProFotonet and consumers. For agreements with business customers, ProFotonet applies its General Terms and Conditions for Business Customers, which can be found at <https://www.profotonet.com/en/general-conditions/>.

Please note: many of our products are made according to your specifications (with your photos). You cannot exercise your right of withdrawal when purchasing these products (Article 10, paragraph 7).

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Article 1 - Definitions

In these terms and conditions, the following definitions apply:

1. **Additional agreement:** an agreement whereby the consumer acquires products, digital content and/or services in connection with a distance agreement and these goods, digital content and/or services are delivered by the trader or by a third party on the basis of an agreement between that third party and the trader;
2. **Cooling-off period:** the period during which the consumer can exercise his right of withdrawal;
3. **Consumer:** the natural person who is not acting for purposes related to his trade, business, craft or profession;
4. **Day:** calendar day;
5. **Digital content:** data produced and delivered in digital form;
6. **Continuous performance contract:** a contract for the regular delivery of goods, services and/or digital content over a period of time;
7. **Durable data carrier:** any tool, including email, that enables the consumer or entrepreneur to store information addressed to them personally in a way that allows future consultation or use for a period of time appropriate to the purpose for which the information is intended, and that allows unaltered reproduction of the stored information;
8. **Right of withdrawal:** the possibility for the consumer to withdraw from the distance contract within the cooling-off period;
9. **Entrepreneur:** the natural or legal person who offers products, (access to) digital content and/or services to consumers at a distance;
10. **Distance contract:** a contract concluded between the trader and the consumer under an organised system for distance sales of products, digital content and/or services, whereby up to and including the conclusion of the contract, exclusive or joint use is made of one or more means of distance communication;
11. **Model withdrawal form:** the European model withdrawal form included in Appendix I to these terms and conditions. Appendix I does not need to be made available if the consumer does not have a right of withdrawal in respect of his order;
12. **Means of distance communication:** a means that can be used to conclude an agreement without the consumer and the trader having to be physically present in the same space at the same time.

Article 2 - Identity of the trader

Name of trader:

ProFonet B.V.

Also trading under the name(s):

Profonet

Profotosales

PFN Logistics

Registered office:

Capelle aan den IJssel

Visiting address:

Rietbaan 17

2908LP Capelle aan den IJssel

Netherlands

Telephone number:

+31 10 264 0410

Opening hours:

Monday to Thursday: 8:30 a.m. – 5:00 p.m.

Friday: 8:30 a.m. – 4:30 p.m.

Email address: support@profonet.nl

Chamber of Commerce number: 29008637

VAT identification number: NL001134401B01

Article 3 - Applicability

1. These general terms and conditions apply to every offer made by the trader and to every distance contract concluded between the trader and the consumer.
2. Before the distance contract is concluded, the text of these general terms and conditions will be made available to the consumer. If this is not reasonably possible, the trader will indicate before the distance contract is concluded how the general terms and conditions can be viewed at the trader's premises and that they will be sent free of charge as soon as possible at the consumer's request.
3. If the distance contract is concluded electronically, contrary to the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions may be made available to the consumer electronically in such a way that it can be easily stored by the consumer 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 by electronic means or otherwise at the consumer's request.
4. 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 conditions, the consumer may 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, digital content and/or services offered. The description is sufficiently detailed to enable the consumer to make a proper assessment of the offer. If the trader makes use of images, these are a true representation of the products, services and/or digital content offered. Obvious mistakes or errors in the offer are not binding on the trader.
3. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to the acceptance of the offer.

Article 5 - The agreement

1. Subject to the provisions of paragraph 4, the agreement is concluded at the moment the consumer accepts the offer and meets the conditions set.
2. If the consumer has accepted the offer electronically, the trader will immediately confirm receipt of acceptance of the offer electronically. As long as the trader has not confirmed receipt of this acceptance, the consumer can terminate the contract.
3. If the agreement is concluded electronically, the trader shall take appropriate technical and organisational measures to secure the electronic transfer of data and ensure a secure web environment. If the consumer can pay electronically, the trader shall take appropriate security measures.
4. The trader may, within legal frameworks, ascertain whether the consumer is able to 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 investigation, the trader has good grounds not to enter into the contract, he is entitled to refuse an order or request, stating reasons, or to attach special conditions to the execution.
5. The trader shall provide the consumer with the following information in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable medium, at the latest upon delivery of the product, service or digital content:
 - a. the visiting address of the entrepreneur's establishment where the consumer can submit complaints;
 - b. the conditions under which and the manner in which the consumer can exercise the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
 - c. information about guarantees and existing after-sales service;
 - d. the price including all taxes of the product, service or digital content; where applicable, the delivery costs; and the method of payment, delivery or performance of the distance contract;
 - e. the requirements for terminating the contract if the contract has a duration of more than one year or is of indefinite duration;
 - f. if the consumer has a right of withdrawal, the model withdrawal form.
6. In the case of a continuing performance contract, the provision in the previous paragraph shall only apply to the first delivery.

Article 6 - Right of withdrawal

For products:

1. The consumer may terminate an agreement relating to the purchase of a product during a cooling-off period of at least 14 days without giving reasons. The trader may ask the consumer for the reason for withdrawal, but may not oblige the consumer to state his reason(s).
2. The cooling-off period referred to in paragraph 1 commences on the day after the consumer, or a third party designated by the consumer in advance, who is not the carrier, has received the product, or:
 - a. if the consumer has ordered multiple products in the same order: the day on which the consumer, or a third party designated by him, has received the last product. The trader may, provided he has clearly informed the consumer of this prior to the ordering process, refuse an order for multiple products with different delivery times.
 - b. if the delivery of a product consists of several shipments or parts: the day on which the consumer, or a third party designated by him, received the last shipment or the last part;
 - c. in the case of contracts for the regular delivery of products during a certain period: the day on which the consumer, or a third party designated by him, has received the first product.

For services and digital content not delivered on a tangible medium:

3. The consumer may terminate a service contract and a contract for the delivery of digital content that is not delivered on a tangible medium for at least 14 days without giving reasons. The trader may ask the consumer for the reason for withdrawal, but may not oblige him to state his reason(s).
4. The cooling-off period referred to in paragraph 3 commences on the day following the conclusion of the agreement.

Extended cooling-off period for products, services and digital content not delivered on a tangible medium in the event of failure to inform about the right of withdrawal:

5. If the trader has not provided the consumer with the legally required information about the right of withdrawal or the model withdrawal form, the cooling-off period shall expire twelve months after the end of the original cooling-off period determined in accordance with the previous paragraphs of this article.
6. If the trader has provided the consumer with the information referred to in the previous paragraph within twelve months of the start date of the original cooling-off period, the cooling-off period shall expire 14 days after the day on which the consumer received that information.

Article 7 - Obligations of the consumer during the cooling-off period

1. During the cooling-off period, the consumer shall handle the product and packaging with care. He shall only unpack or use the product to the extent necessary to determine the nature, characteristics and functioning of the product. The starting point here is that the consumer may only handle and inspect the product as he would be allowed to do in a shop.
2. The consumer is only liable for any diminished value of the product resulting from the handling of the product beyond what is permitted in paragraph 1.
3. The consumer is not liable for any reduction in the value of the product if the trader has not provided him with all the legally required information about the right of withdrawal before or at the time of concluding the contract.

Article 8 - Exercise of the right of withdrawal by the consumer and costs thereof

1. If the consumer exercises his right of withdrawal, he shall notify the trader of this within the cooling-off period by means of the model withdrawal form or in another unambiguous manner.
2. As soon as possible, but within 14 days from the day following the notification referred to in paragraph 1, the consumer shall return the product or hand it over to (an authorised representative of) the trader. This is not necessary if the trader has offered to collect the product himself. The consumer has in any case observed the return period if he returns the product before the cooling-off period has expired.
3. The consumer shall return the product with all accessories supplied, if reasonably possible in its original condition and packaging, and in accordance with the reasonable and clear instructions provided by the trader.
4. The risk and burden of proof for the correct and timely exercise of the right of withdrawal lies with the consumer.
5. The consumer bears the direct costs of returning the product. If the trader has not indicated that the consumer must bear these costs or if the trader indicates that it will bear the costs itself, the consumer does not have to bear the costs of returning the product.
6. If the consumer withdraws after first expressly requesting that the service or the supply of gas, water or electricity that is not made ready for sale in a limited volume or quantity during the cooling-off period, the consumer shall owe the trader an amount proportional to that part of the agreement that has been fulfilled by the trader at the time of withdrawal, compared to the full fulfilment of the agreement.
7. The consumer shall not bear any costs for the performance of services or the supply of water, gas or electricity, which are not made ready for sale in a limited volume or quantity, or for the supply of district heating, if:
 - a. the trader has not provided the consumer with the legally required information about the right of withdrawal, the reimbursement of costs in the event of withdrawal or the model withdrawal form, or;
 - b. the consumer has not expressly requested the commencement of the performance of the service or the supply of gas, water, electricity or district heating during the cooling-off period.
8. The consumer shall not bear any costs for the full or partial delivery of digital content not delivered on a tangible medium if:
 - a. he has not expressly agreed to the commencement of the performance of the contract before the end of the cooling-off period prior to its delivery;
 - b. he has not acknowledged that he will lose his right of withdrawal when giving his consent; or
 - c. the trader has failed to confirm this statement by the consumer.
9. If the consumer exercises his right of withdrawal, all additional agreements shall be dissolved by operation of law.

Article 9 - Obligations of the trader in the event of withdrawal

1. If the trader enables the consumer to notify him of the withdrawal electronically, he shall send a confirmation of receipt without delay upon receipt of this notification.
2. The trader shall reimburse all payments made by the consumer, including any delivery costs charged by the trader for the returned product, without delay but within 14 days following the day on which the consumer notifies him of the withdrawal. Unless the trader offers to collect the product himself, he may wait to refund until he has received the product or until the consumer proves that he has returned the product, whichever is earlier.
3. The trader shall use the same means of payment for the refund as the consumer used, unless the consumer agrees to a different method. The refund shall be free of charge for the consumer.
4. If the consumer has opted for a more expensive method of delivery than the cheapest standard delivery, the trader does not have to reimburse the additional costs for the more expensive method.

Article 10 - Exclusion of right of withdrawal

The trader may exclude the following products and services from the right of withdrawal, but only if the trader has clearly stated this in the offer, at least in good time before the conclusion of the contract:

1. Products or services whose price is dependent on fluctuations in the financial market over which the trader has no influence and which may occur within the withdrawal period;
2. Contracts concluded during a public auction. A public auction is understood to mean a sales method whereby products, digital content and/or services are offered by the trader to consumers who are physically present or have the opportunity to be physically present at the auction, under the direction of an auctioneer, and whereby the successful bidder is obliged to purchase the products, digital content and/or services;
3. Service agreements, after full performance of the service, but only if:
 - a. the performance has begun with the consumer's express prior consent; and
 - b. the consumer has declared that he loses his right of withdrawal once the trader has fully performed the contract;
4. Package travel as referred to in Article 7:500 of the Civil Code and passenger transport agreements;
5. Service agreements for the provision of accommodation, if the agreement provides for a specific date or period of performance and other than for residential purposes, goods transport, car rental services and catering;
6. Contracts relating to leisure activities, if the contract provides for a specific date or period of performance;
7. Products manufactured to the consumer's specifications, which are not prefabricated and which are manufactured on the basis of an individual choice or decision by the consumer, or which are clearly intended for a specific person;
8. Products that spoil quickly or have a limited shelf life;
9. Sealed products that are not suitable for return for reasons of health protection or hygiene and whose seal has been broken after delivery;
10. Products that, by their nature, are irrevocably mixed with other products after delivery;
11. Alcoholic beverages whose price was agreed upon at the time of conclusion of the contract, but whose delivery can only take place after 30 days, and whose actual value depends on market fluctuations over which the trader has no influence;
12. Sealed audio, video recordings and computer software, the seal of which has been broken after delivery;
13. Newspapers, periodicals or magazines, with the exception of subscriptions to them;
14. The delivery of digital content other than on a tangible medium, but only if:
 - a. the performance has begun with the consumer's express prior consent; and
 - b. the consumer has declared that he thereby loses his right of withdrawal.

Article 11 - 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 resulting from changes in VAT rates.
2. Contrary to the previous paragraph, the trader may offer products or services whose prices are subject to fluctuations in the financial market and over which the trader has no influence, at variable prices. This sensitivity to fluctuations and the fact that any prices quoted are target prices will be stated in the offer.
3. Price increases within 3 months after the conclusion of the agreement are only permitted if they are the result of statutory regulations or provisions.

4. Price increases from 3 months after the conclusion of the agreement are only permitted if the trader has stipulated this and:
 - a. they are the result of statutory regulations or provisions; or
 - b. the consumer has the right to terminate the agreement with effect from the day on which the price increase takes effect.
5. The prices stated in the offer of products or services include VAT.

Article 12 - Fulfilment of the agreement and additional guarantee

1. The trader guarantees that the products and/or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or usability and the legal provisions and/or government regulations existing on the date of the conclusion of the agreement. If agreed, the trader also guarantees that the product is suitable for other than normal use.
2. An additional guarantee provided by the trader, its supplier, manufacturer or importer shall never limit the statutory rights and claims that the consumer can assert against the trader on the basis of the agreement if the trader has failed to fulfil its part of the agreement.
3. An additional guarantee is understood to mean any commitment by the trader, its supplier, importer or manufacturer in which it grants the consumer certain rights or claims that go beyond what it is legally obliged to do in the event that it has failed to fulfil its part of the agreement.

Article 13 - Delivery and performance

1. The trader shall exercise the greatest possible care in receiving and executing orders for products and in assessing requests for the provision of services.
2. The place of delivery is the address that the consumer has made known to the trader.
3. With due observance of what is stated in Article 4 of these general terms and conditions, the trader will execute accepted orders with due speed, but at the latest within 30 days, unless another delivery period has been agreed. If delivery is delayed, or if an order cannot be fulfilled or can only be partially fulfilled, the consumer will be notified of this no later than 30 days after placing the order. In that case, the consumer has the right to terminate the agreement without costs and is entitled to compensation.
4. After termination in accordance with the previous paragraph, the trader shall immediately refund the amount paid by the consumer.
5. The risk of damage and/or loss of products rests with the trader until the moment of delivery to the consumer or a representative designated in advance and made known to the trader, unless expressly agreed otherwise.

Article 14 - Long-term transactions: duration, termination and renewal

Termination:

1. The consumer may terminate an agreement that has been entered into for an indefinite period and that extends to the regular delivery of products (including electricity) or services at any time, subject to the agreed termination rules and a notice period of no more than one month.
2. The consumer may terminate a contract that has been entered into for a fixed period and that extends to the regular delivery of products (including electricity) or services at any time at the end of the fixed period, subject to the agreed termination rules and a notice period of no more than one month.
3. The consumer may terminate the agreements referred to in the previous paragraphs:
 - terminate at any time and not be restricted to termination at a specific time or during a specific period;
 - terminate at least in the same manner as they were entered into by him;
 - always terminate with the same notice period as the trader has stipulated for himself.

Renewal:

4. An agreement that has been entered into for a definite period and that extends to the regular delivery of products (including electricity) or services may not be tacitly extended or renewed for a definite period.
5. Contrary to the previous paragraph, an agreement entered into for a fixed period and which extends to the regular delivery of daily, news and weekly newspapers and magazines may be tacitly renewed for a fixed period of up to three months, if the consumer can terminate this renewed agreement at the end of the renewal period with a notice period of no more than one month.

6. A contract entered into for a fixed period and covering the regular delivery of products or services may only be tacitly renewed for an indefinite period if the consumer may terminate it at any time with a notice period of no more than one month. The notice period shall not exceed three months in the case of an agreement for the regular delivery of daily, news and weekly newspapers and magazines, but less than once a month.
7. A contract of limited duration for the regular delivery of daily, news and weekly newspapers and magazines for introductory purposes (trial or introductory subscription) shall not be tacitly renewed and shall automatically end at the end of the trial or introductory period.

Duration:

8. If an agreement has a duration of more than one year, the consumer may terminate the agreement at any time after one year with a notice period of no more than one month, unless reasonableness and fairness preclude termination before the end of the agreed duration.

Article 15 - Payment

1. Unless otherwise specified in the agreement or additional terms and conditions, the amounts owed by the consumer must be paid within 14 days after the start of the cooling-off period, or in the absence of a cooling-off period, within 14 days after the conclusion of the agreement. In the case of an agreement to provide a service, this period shall commence on the day after the consumer has received confirmation of the agreement.
2. When selling products to consumers, the consumer may never be obliged to pay more than 50% in advance under the general terms and conditions. If advance payment has been stipulated, the consumer cannot assert any rights regarding the execution of the order or service(s) in question before the stipulated advance payment has been made.
3. The consumer has a duty to immediately report any inaccuracies in the payment details provided or stated to the trader.
4. If the consumer fails to meet his payment obligation(s) on time, after the trader has notified him of the late payment and the trader has granted the consumer a period of 14 days to still meet his payment obligations, the consumer will owe statutory interest on the outstanding amount after the expiry of this 14-day-term, the consumer will owe statutory interest on the amount still due and the trader will be entitled to charge the extrajudicial collection costs incurred by him. These collection costs amount to a maximum of: 15% on outstanding amounts up to € 2,500; 10% on the next € 2,500 and 5% on the next € 5,000, with a minimum of €40. The trader may deviate from the aforementioned amounts and percentages in favour of the consumer.

Article 16 - Complaints procedure

1. The trader has a sufficiently publicised complaints procedure and handles complaints in accordance with this complaints procedure.
2. Complaints about the performance of the agreement must be submitted to the trader in full and clearly described within a reasonable time after the consumer has discovered the defects.
3. Complaints submitted to the trader will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the trader will respond within the period of 14 days with a confirmation of receipt and an indication of when the consumer can expect a more detailed answer.
4. The consumer must in any case give the trader 4 weeks to resolve the complaint in mutual consultation. After this period, a dispute arises that is subject to the dispute resolution procedure.

Article 17 - Disputes

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

Article 18 - Additional or deviating provisions

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

Appendix I: Model withdrawal form

Model withdrawal form

(only complete and return this form if you wish to withdraw from the agreement)

- To: ProFotonet B.V.
Rietbaan 17
2908LP Capelle aan den IJssel
Netherlands
support@profotonet.nl

- I/We* hereby inform you that I/we* wish to withdraw from our agreement concerning
the sale of the following products: [product description]*
the delivery of the following digital content: [description of digital content]*
the performance of the following service: [service description]*,
is/are* revoked

- Ordered on*/received on* [date of order for services or date of receipt for products]
- [Name of consumer(s)]
- [Address of consumer(s)]
- [Signature of consumer(s)] (only if this form is submitted on paper)
- [Date]

* Delete as appropriate or fill in as applicable.