

## **Terms and Conditions zeonmarket.com, zeonmarket.nl**

Last update 16-12-2021. Articles 10.8 and 10.9 regarding possible countries for shipment, shipment methods and shipment costs, and article 11.1 regarding possible payment methods, are subject to change.

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### **Article 1 - Definitions**

In these Terms and Conditions, the following definitions apply:

- 1) Reflection period: the time during which the consumer can make use of his right of withdrawal.
- 2) Consumer: the natural person who does not act in pursuance of a profession or business and enters an agreement at a distance with the entrepreneur.
- 3) Day: calendar day.
- 4) Durable data carrier: any means that enables the consumer or entrepreneur to save information sent to him personally in a way which allows future reference and unaltered reproduction of the saved information.
- 5) Right of withdrawal: the option for the consumer to withdraw from the agreement within the reflection period.
- 6) Model withdrawal form: the model form for withdrawal which the entrepreneur provides and which a consumer can fill in when he wants to make use of his right of withdrawal.
- 7) Entrepreneur: the natural or legal person who offers products and/or services to the consumers at a distance.
- 8) Agreement at distance: An agreement in which, within the framework of the system organized by the entrepreneur for the sale at distance of products and/or services up until closing the agreement, is made use of one or more techniques for communication at distance.
- 9) Technology for communication at a distance: Means that can be used to close an agreement without the need of the consumer and entrepreneur meeting at the same time in the same room.
- 10) Terms and Conditions: the present Terms and Conditions of the entrepreneur.

### **Article 2 - Identity of the entrepreneur**

Zeonmarket is part of:

D.Tradingsource V.O.F.  
Grote Buitendijk 290

1991 SX Velsbroek  
Netherlands, EU  
email address: contact@zeonmarket.com  
Telephone nr. +31 (0)6 26098959 - Monday/Friday 13:00-17:00 (except for holidays)  
Chamber of Commerce number: 74936158  
VAT-identification number: NL860080018BO1

### **Article 3 - Applicability**

- 1- These Terms and Condition apply to every offer made by the entrepreneur and to every agreement reached at a distance and orders between the entrepreneur and consumer.
- 2- Before this agreement at distance is closed, the text of these Terms and Conditions will be made available to the consumer. If this is not reasonably possible before the agreement at a distance is closed, it will be indicated that the Terms and Condition can be viewed at the entrepreneur, and will be sent to the consumer as soon as possible at no cost at the request of the consumer.
- 3- If the agreement at a distance is reached electronically, it is possible contrary to article 3.2 and before the agreement at a distance is reached, to send the text of these Terms and Conditions to the consumer electronically in such a way that these can be stored on a durable data carrier. If this is not reasonably possible, then before the agreement at a distance is closed, it will be indicated where it is possible to view these Terms and Conditions electronically and that these Terms and Conditions can be sent at no cost through electronic means or other ways at the request of the consumer.
- 4- In the event that specific product or service conditions apply in addition to these Terms and Conditions, article 3.2 and article 3.3 will apply and the consumer can refer to the article which is most beneficial for him or her in case of contradictory or conflicting Terms and Conditions.
- 5- If one or more of the articles in these Terms and Conditions are at any time wholly or partially void or destroyed, the remainder of the agreement and these Terms and Conditions will remain in force and the relevant article will be replaced with an article as close as possible to the original by mutual consultation.
- 6- Situations that are not regulated in these Terms and Conditions must be assessed "in the spirit of" these Terms and Conditions.
- 7- Uncertainties regarding the interpretation or contents of one or more articles of our Terms and Conditions must be explained "in the spirit of" these Terms and Conditions.

### **Article 4 - The offer**

- 1- Should an offer have a certain period of validity or take place under certain conditions this will be expressly mentioned in the offer.
- 2- The offer is without obligations. The entrepreneur has the right to change and adjust the offer.
- 3- The offer contains a full and precise description of the products and/or services offered. The description is sufficiently detailed to allow the consumer to properly evaluate the offer. If the entrepreneur makes use of images, these should be true representations of the offered products and/or services. Obvious mistakes or obvious errors in the offer are not binding on the entrepreneur.
- 4- All images and specifications in the offer are indicative and cannot lead to compensation of damages or annulment of the agreement.
- 5- Pictures of products are a true representation of the products offered. Entrepreneur cannot guarantee that the displayed colours exactly match the real colours of the products.
- 6- Each offer contains all necessary information that will make it clear to the consumer what the rights and obligations attached to the acceptance of the offer are. This particularly refers to:
  - The price including taxes.

- Possible costs for shipping.
- The manner in which the agreement will be reached and which actions are necessary to do so.
- Whether or not the right of withdrawal applies.
- The method of payment, delivery and execution of the agreement.
- The costs for communication at a distance if the costs for the use of the technique for communication at a distance are calculated on a different basis than the regular costs for the means of communication used.
- Whether the agreement will be archived after it has been reached and, if so, in which way it can be referred to by the consumer.
- The way in which the consumer can check the information given by him or her and if desired make adjustments before reaching the agreement.
- Any other languages in which, apart from English or Dutch, the agreement can be reached.
- The codes of conduct to which the entrepreneur has submitted and the way in which the consumer can consult these codes of conduct electronically.
- Which optionally available measurements, colours or type of materials the offer contains.

### **Article 5 - The agreement**

1- Agreement will be reached, with the reservation as stated in article 5.4, at the moment of acceptance by the consumer of the offer and the fulfilment of the associated conditions.

2- If the consumer has accepted the offer electronically, the entrepreneur will electronically confirm receipt of the acceptance of the offer without delay. While this acceptance has not been confirmed by the entrepreneur, the consumer can withdraw from this agreement.

3- In case the agreement has been reached electronically, the entrepreneur will take the appropriate technical and organizational measures to secure the electronic transfer of data and ensure a safe web environment. If the consumer can pay electronically the entrepreneur will arrange for suitable safety measures.

4- The entrepreneur can - within legal frameworks - inform him or herself whether the consumer can meet his payment obligations, as well as all those facts and factors which are important to enter into a responsible agreement at a distance. If, on basis of this investigation, the entrepreneur has solid reasons not to enter into the agreement, he will be legally entitled to refuse an order or request or to attach special conditions to the fulfilment.

5- The entrepreneur will provide the following information with the product or service to the consumer, in writing or in such a way that the consumer can store this in an easy way on a durable data carrier:

- a) The address of the establishment of the entrepreneur where the consumer can send complaints.
  - b) The relevant conditions and the manner in which the consumer can make use of the right of withdrawal or a clear statement regarding the exclusion of the right of withdrawal.
  - c) Information about guarantees and existing service after purchase.
  - d) The information as given in article 4.3 of these Terms and Conditions, unless the entrepreneur has already provided this information before the execution of the agreement.
- 6- Each agreement is entered into under the suspensive conditions of sufficient availability of the concerning products.

### **Article 6 - The right of withdrawal**

1- Upon the purchase of the products the consumer has the possibility to dissolve the agreement without stating reasons during a 14 days period. This reflection period starts on the day after the day the consumer, or a representative designated in advance by the consumer and announced

to the entrepreneur, received the products.

2- During this reflection period the consumer will treat the product and its packaging with care. He or she will only unpack and use the product to the extent necessary to be able to assess whether he wants to keep the product. In case the consumer makes use of his right of withdrawal he or she will return the product with all its accessories and - if reasonably possible - in its original state and packaging to the entrepreneur, in accordance with the reasonable and clear instructions provided by the entrepreneur.

3- If the consumer wishes to make use of his right of withdrawal he or she will have to make this known to the entrepreneur within 14 days after receipt of the product. To let it be known to the entrepreneur, the consumer should make use of the 'model withdrawal form', send an e-mail to [contact@zeonmarket.com](mailto:contact@zeonmarket.com) or by giving a call. If the consumer wishes to use e-mail the consumer should add the order number, the product name and number, and the consumer's name and address or use the model withdrawal form. After the consumer has indicated that he or she wants to make use of his or her right of withdrawal the consumer will have to return the product within 14 days. The consumer needs to prove that the products delivered goods have been returned in time, e.g. by means of proof of shipment.

4- In case the client has not indicated that he or she will make use of his or her right of withdrawal after the under article 6.2 and article 6.3 mentioned time periods, respectively has not returned the product to the entrepreneur, the purchase is a fact.

5- To make use of his or her right of withdrawal, the consumer will act according to the reasonable and clear instructions provided by the entrepreneur with the offer and/or at the latest upon delivery.

#### **Article 7 - Cost in case of withdrawal**

1- Should the consumer make use of his right of withdrawal at most the costs for returning the product will be for his account.

2- If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible, but no later than 14 days after withdrawal. This is subject to the condition that the product has already been received by the web-shop or proof of complete return can be submitted. Repayment will take place through the same payment method used by the consumer, unless the consumer clearly gives permission for another means of payment.

3- In the event of damages to the product due to careless handling by the consumer, the consumer will be liable for any loss in value of the product.

4- The consumer cannot be held liable for a loss of value of the product if the entrepreneur has not provided all legally required information about the right of withdrawal, this needs to be done before closing the purchase agreement.

#### **Article 8 - The price**

1- The prices stated in the offer of products or services include VAT.

2- All prices are subject to printing and typographical errors. No liability is accepted for the consequences of printing and typing errors. In the event of printing and typing errors, the entrepreneur is not obliged to deliver the product according to the incorrect price.

#### **Article 9 - Conformity and warranty**

1- The entrepreneur guarantees that the products and/or services will comply with the agreement, the in the offer indicated specifications, the reasonable requirements of reliability and/or usability and the legal provisions existing on the date of the conclusion of the agreement. and/or government regulations. If agreement is reached the entrepreneur also guarantees that the product is suitable for normal use.

2- A guarantee provided by the entrepreneur, manufacturer or importer, does not affect the legal

rights and claims the consumer can assert against the entrepreneur on the basis of the agreement.

3- Any defects or incorrectly delivered products must be reported in writing to the entrepreneur within 4 weeks after delivery. The products must be returned in their original packaging and in new condition. Any costs associated with returning products with defects or incorrectly delivered products will be reimbursed by Zeonmarket.

4- The entrepreneur's warranty period corresponds to the manufacturer's warranty. However, the entrepreneur is never responsible for the ultimate suitability of the products for each individual application by the consumer, nor for any advice regarding the use or application of the products.

5- The warranty does not apply if:

- The consumer has repaired and/or adapted the delivered products his- or herself or has had them repaired and/or adapted by third parties.
- The products have been exposed to abnormal conditions or otherwise been treated carelessly or contrary to the entrepreneur's instructions and/or those of the packaging.
- The defect is partly or wholly the result of regulations that the government has made or will make with regard to the nature or quality of the materials used.

### **Article 10 - Delivery and execution**

1- The entrepreneur will take the greatest possible care when receiving and executing orders for products and assessment of requests to render services.

2- The place of delivery will be the address the consumer has made known to the company. Should you have entered a wrong address then please contact us as soon as possible and we will try to change the order for you. However, if the order has already been delivered we do our very best together with the delivery service to rectify this, but we are not liable for this. Therefore, always double-check your delivery address.

3- Taking into consideration what is stated in article 10.4, the entrepreneur will carry out the accepted orders as soon as possible, but at the latest within 30 days, unless the consumer has agreed to a longer delivery period. In case the delivery will be delayed or if the entrepreneur cannot fulfil an order or can only partially fulfil an order, the consumer will be informed of this no later than 30 days after placing his or her order. In that case the consumer has the right to withdraw from the agreement at no cost. The consumer is not entitled to compensation.

4- All delivery times are indications. Generally orders placed before 13.00 hours on working days (Monday to Friday - except holidays) are shipped on the same day. The consumer cannot derive any rights from any stated delivery times. Exceeding any term does not give consumers the right to compensation.

5- In the event of dissolution in accordance with article 10.3- the entrepreneur will refund the amount paid by the consumer as soon as possible, but no later than 14 days after dissolution.

6- Should delivery of an ordered product prove to be impossible, the entrepreneur will make every effort possible to make a replacement product available. At the latest upon delivery of the product it will be stated in a clear and comprehensible manner that a replacement product will be delivered. For replacement products the right of withdrawal cannot be ruled out. The cost of a possible return shipment will be refunded by the entrepreneur.

7- The risk of damage to and/or loss of products rests with the entrepreneur until the moment of delivery to the consumer or a representative designated in advance by the consumer and announced to the entrepreneur, unless it has been agreed otherwise.

8- Zeonmarket only delivers in the Netherlands and Belgium.

9- Zeonmarket uses MyParcel for sending packages and includes Track&Trace. Generally orders placed before 13.00 hours on working days (Monday to Friday, except holidays) are shipped on

the same day. Shipping costs are:

- €4.95 for mailbox parcels (max. dimensions 38x26.5x3.2cm and up to 2 kilos, Netherlands only)
  - €6.95 for normal parcels in the Netherlands (maximum dimensions 100x70x58cm and up to 23 kilos)
  - €9.00 for normal parcels in Belgium (maximum dimensions 100x70x58cm and up to 23 kilos).
- 10- Picking up packages at our office is also possible, please contact us for this. Generally this will be possible from Tuesday to Friday from 16.00 to 20.00 hrs.

## **Article 11 - Payment**

1- Zeonmarket accepts payments with:

- iDeal (no extra costs)
- Bancontact (no extra costs)
- PayPal (€0.45 + 2.5% transaction costs)
- Klarna Achteraf Betalen (€1.00 + 2.99% transaction costs)

Payments are made on the last page of the checkout procedure, during the finalization of your order.

2- Unless otherwise agreed, the amount owed by the consumer must be paid within 30 days after the start of the reflection period as mentioned in article 6.1.

3- The consumer has the obligation to immediately inform the entrepreneur of inaccuracies in the payment details provided or stated to the entrepreneur.

4- In case of neglect of payment by the consumer, the entrepreneur has the right, subject to legal limitation, to charge a reasonable cost, as mentioned in advance by the entrepreneur to the consumer. After expiration of the initial legal payment term Zeonmarket will send you a reminder with the outstanding amount. After this the consumer will have a maximum of 14 days to make the payment. If after this time the outstanding amount has not been paid yet, the entrepreneur has the right to charge possible collection costs. The minimum amount for collection costs is €40.00. After that the amount to be paid is determined on basis of percentages, depending on the principal amount. 15% up to €2500, 10% from €2500 going up, with a maximum of €350.

## **Article 12 - Pre-orders**

1- Zeonmarket also offers the possibility of pre-orders. However calculation of their shipping costs is separate from those of regular products in the shopping cart. This is because pre-orders are shipped separately from regular products and therefore also have their own shipping costs. Shipping costs of pre-orders are generally added on the product page itself and have no influence on the shipping costs of regular products in your shopping cart. The shipping costs for pre-orders are, depending on the size and weight of the pre-order, €4.95 for letterbox packages (Netherlands only) and €6.95 for normal packages in the Netherlands. If the consumer wishes to place a pre-order in his or her shopping cart the consumer will see any additional shipping costs as a mandatory option on the product page of the pre-order itself. Once the consumer has selected this option, he or she can add the pre-order to the shopping cart and carry on shopping or proceed to the checkout.

2- As soon as Zeonmarket has the product in stock, the pre-order will be sent as quickly as possible and the consumer will be informed immediately by email. If there is a date indicated on the website with the pre-order, Zeonmarket will do its very best to ship the pre-order on that date, however, the date indicated on the website on which the pre-order will be received and dispatched by Zeonmarket serves as an indication and no further rights may be derived from it. If a pre-order is not available from the supplier, the order will be cancelled and the full amount will be refunded. Pre-orders are subject to the normal right of withdrawal and warranty. In addition, a pre-order can be cancelled at any time by notifying us, up until the moment of shipment. Refunds

will be made via the same payment method used by the consumer, unless the consumer expressly gives permission for a different payment method.

### **Article 13 - Complaints procedure**

- 1- The entrepreneur shall have a sufficiently publicized complaints procedure and shall deal with the complaints in accordance with this complaints procedure.
- 2- Complaints about the implementation of the agreement must be submitted fully and clearly described to the entrepreneur within 7 days after the consumer has found the defects.
- 3- Complaints submitted to the entrepreneur shall be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeably longer processing time, the entrepreneur will respond within the period of 14 days with a notification of receipt and an indication when the consumer can expect a more detailed answer.
- 4- If a complaint cannot be resolved in mutual agreement, a dispute will arise that is subject to the dispute resolution procedure as described in article 14 in these Terms and Conditions.
- 5- In the event of complaints, a consumer should first turn to the entrepreneur. If the entrepreneur and the consumer are unable to come to a mutual agreement 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- If a complaint is found to be justified by the entrepreneur, the entrepreneur will, at his discretion, either replace or repair the delivered products free of charge.

### **Article 14 - Disputes**

1. Agreements between the entrepreneur and the consumer to which these Terms and Conditions apply are exclusively governed by Dutch law. Even if the consumer resides abroad.
2. The Vienna Sales Convention does not apply.

### **Artikel 15 - Intellectual property rights**

1. All content on the websites owned by Zeonmarket like logo's, brand name, text, audio, software and pictures are property of Zeonmarket, or are used by Zeonmarket with consent by our suppliers or contacts and are protected by Dutch and International copyright laws. Content owned by Zeonmarket can only be used with consent by Zeonmarket.

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