### **Terms and Conditions**

These Terms and Conditions of the Webshop Quality Mark Foundation have been developed in consultation with the Consumers' Association as part of the Coordination Group Self-Regulation (CZ) of the Social and Economic Council, and they will come into effect on June 1, 2014. These Terms and Conditions will be used by all members of the Webshop Quality Mark Foundation, except for financial services as referred to in the Financial Supervision Act, and insofar as these services are supervised by the Financial Markets Authority.

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## **Article 1 - Definitions**

In these terms, the following definitions apply:

- Supplementary 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 provided by the entrepreneur or a third party based on an agreement between the third party and the entrepreneur.
- 2. **Reflection Period**: The period within which the consumer can exercise their right of withdrawal.
- 3. **Consumer**: The natural person who does not act for purposes related to their trade, business, craft, or profession.
- 4. Day: Calendar day.
- 5. **Digital Content**: Data produced and delivered in digital form.

- 6. **Long-term Agreement**: An agreement that involves the regular delivery of goods, services, and/or digital content over a certain period.
- 7. **Durable Medium**: Any tool including e-mail that enables the consumer or entrepreneur to store information that is personally addressed to them, in a way that allows for future consultation or use, and which allows the unchanged reproduction of the stored information.
- 8. **Right of Withdrawal**: The consumer's ability to cancel the distance agreement within the reflection period.
- 9. **Entrepreneur**: The natural or legal person who is a member of the Webshop Quality Mark Foundation and offers products, (access to) digital content, and/or services remotely to consumers.
- 10. Distance Agreement: An agreement concluded between the entrepreneur and the consumer within a system for distance selling of products, digital content, and/or services, using one or more techniques for remote communication up to the point of conclusion of the agreement.
- 11. **Model Withdrawal Form**: The European model withdrawal form included in Annex I of these terms.
- 12. **Technique for Remote Communication**: A medium that can be used to conclude an agreement, without the consumer and entrepreneur being physically present at the same time.

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

Entrepreneur's Name: Perfect Fit Automotive BV trading as Vizorz

**Registered Address**: Kasteleinenkampweg 10, 5222 AX â€~s-Hertogenbosch **Visiting Address**: Kasteleinenkampweg 10, 5222 AX â€~s-Hertogenbosch

Phone Number and Hours of Availability: 073-6909798, Monday to Friday, from 09:00 to

12:00

E-mail Address: klantenservice@perfectfitautomotive.nl

Chamber of Commerce Number: 71280499 VAT Identification Number: NL858649354B01

If the entrepreneur's activity is subject to a relevant licensing system: details about the supervisory authority.

If the entrepreneur practices a regulated profession:

- The professional association or organization they are affiliated with.
- The professional title, the location in the EU or European Economic Area where it was granted.
- A reference to the professional rules applicable in the Netherlands and how to access them.

# **Article 3 - Applicability**

- 1. These terms and conditions apply to every offer made by the entrepreneur and to every distance agreement concluded between the entrepreneur and the consumer.
- 2. Before concluding the distance agreement, the entrepreneur must make these terms and conditions available to the consumer. If this is not reasonably possible, the entrepreneur will inform the consumer of how the terms and conditions can be viewed at the entrepreneur's location, and that they will be sent to the consumer free of charge upon request.
- 3. If the agreement is concluded electronically, the entrepreneur may provide these terms electronically so that they can be easily stored by the consumer on a durable medium. If this is not possible, the entrepreneur will indicate how the consumer can access the terms electronically and that they will be sent to the consumer free of charge.
- 4. If there are specific product or service terms in addition to these general terms, they apply alongside these terms. If conflicting terms arise, the consumer may always rely on the most favorable provision for them.

### Article 4 - The Offer

- 1. If an offer has a limited validity period or is subject to conditions, this will be clearly stated in the offer.
- 2. The offer will include a complete and accurate description of the offered products, digital content, and/or services. The description should be detailed enough to allow the consumer to make a proper assessment of the offer. If the entrepreneur uses images, they should be a truthful representation of the offered products, services, and/or digital content. Obvious mistakes or errors in the offer do not bind the entrepreneur.
- 3. Every offer includes sufficient information so that the consumer understands their rights and obligations arising from the acceptance of the offer.