

GENERAL TERMS AND CONDITIONS SENTIMO

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In these terms and conditions, the following definitions shall apply:

- Reflection period: the period within which consumers have a right to withdraw;
- Consumer: the natural person not acting in the exercise of a profession or business who enters into a distance contract with the company;
- Day: calendar day;
- Duration transaction: a distance contract relating to a series of products and/or services, the delivery and/or purchase obligation of which is spread over time;
- Durable medium: any means that enables the consumer or company to store information addressed to them personally in a way that allows future consultation and unaltered reproduction of the stored information.
- Right of withdrawal: the possibility for the consumer to cancel the distance contract within the reflection period;
- Model form: the model withdrawal form provided by the company that consumers can fill out when they want to exercise their right of withdrawal.
- Company: the natural or legal person offering products and/or services to consumers at a distance;
- Distance contract: an agreement that involves only the use of one or more means of distance communication within the framework of a system organized by the company for the distance sale of products and/or services, up to and including the conclusion of the contract;
- Technology for distance communication: means that can be used for concluding an agreement, without the consumer and company being together in the same room at the same time.
- General Terms and Conditions: the present general terms and conditions of the company.

Article 1 - Company identity

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Article 2 - Scope

1. These general terms and conditions apply to every offer made by the company and to every distance contract and order established between company and consumer.

2. Before the distance contract is concluded, the text of these general terms and conditions shall be made available to the consumer. If this is not reasonably possible, prior to the conclusion of the distance contract, the company will indicate that the general terms and conditions can be inspected at the company and they will be sent free of charge at the consumer's request as soon as possible.

3. If the distance contract is concluded electronically, the previous paragraph may be deviated from and the text of these general terms and conditions may be made available to the consumer electronically before the distance contract is concluded 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 inspected electronically and that they will be sent electronically or otherwise free of charge at the consumer's request.

4. In the event that specific product or service conditions apply in addition to these general conditions, the second and third paragraphs shall apply mutatis mutandis, and in the event of conflicting general conditions, the consumer may always rely on the applicable provision that is most favourable to them.

5. If one or more provisions in these general conditions are at any time wholly or partially void or annulled, the remainder of the contract and these conditions shall remain in force and the provision in question shall be replaced by mutual agreement without delay by a provision that approximates the purport of the original as closely as possible.

6. Situations not covered by these general terms and conditions are to be judged according to the spirit of these general terms and conditions.

7. Uncertainties regarding the interpretation or content of one or more provisions of our terms and conditions shall be interpreted according to the spirit of these terms and conditions.

Article 3 - The offer

1. If an offer has a limited period of validity or is made subject to conditions, this shall be expressly stated in the offer.

2. The offer is non-binding. The company is entitled to change and adjust the offer.

3. The offer contains a complete and accurate specification of the products and/or services offered. The specification shall be sufficiently detailed to allow a proper assessment of the offer by the consumer. If the company uses images, they are to be a true representation of the products and/or services offered. Obvious mistakes or obvious errors in the offer do not bind the company.

4. All images, specifications data in the offer are indicative and cannot be a reason for compensation or cancellation of the contract.

5. Images accompanying products shall be a true representation of the products offered. Company cannot guarantee that the colours displayed will exactly match the true colours of the products.

6. Each offer shall contain the information that explains to the consumer what rights and obligations are attached to the acceptance of the offer. This concerns in particular:

- the price including taxes;
- the cost of shipping, if any;
- the manner in which the contract will be concluded and the actions that are required;
- whether or not the right of withdrawal applies;
- the method of payment, delivery and performance of the contract;
- the period for acceptance of the offer, or the period within which the company guarantees the price;
- the amount of the rate for distance communication if the cost of using the technique for distance communication is calculated on a basis other than the regular basic rate for the means of communication used;

- whether the contract will be archived after its conclusion, and if so in which manner it can be accessed by the consumer;
- the way in which the consumer, before concluding the contract, can verify the information provided by them in the context of the contract;
- any other languages in which, in addition to Dutch, the contract may be concluded;
- the codes of conduct to which the company has submitted and the manner in which the consumer can consult these codes of conduct electronically; and
- the minimum duration of the distance contract in the case of an extended transaction.

Article 4 - The contract

1. The contract, subject to the provisions of paragraph 4, is concluded at the time of the consumer's acceptance of the offer and fulfilment of the conditions set forth therein.
2. If the consumer has accepted the offer electronically, the company shall immediately submit electronic confirmation of the receipt of the acceptance of the offer. As long as the agreement of this acceptance has not been confirmed by the company, the consumer can cancel the contract.
3. If the contract is established electronically, the company will take appropriate technical and organizational measures to protect the electronic transfer of data and provide a secure web environment. If the consumer can pay electronically, the company will provide appropriate security measures for this purpose.
4. The company can check within legal frameworks whether the consumer can meet their 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 check, the company has good grounds not to enter into the contract, it is entitled to refuse an order or application or to attach special conditions to the implementation, while giving reasons.
5. The company will include with the product or service to the consumer the following information, in writing or in such a way that it can be stored by the consumer in an accessible way on a durable data carrier:
 - the address of the company's branch to which the consumer can address complaints;
 - the conditions under which and the manner in which the consumer can use the right of withdrawal, or a clear indication of the exclusion of the right of withdrawal;
 - the information on warranties and existing after-purchase service.
6. Each contract is entered into under the conditions precedent of sufficient availability of the products in question.

Article 5 - Measuring out

1. The product is manufactured in fixed set sizes that differ from the radiator sizes. In order to avoid errors in the consumer's indication of size, the company offers the following service.
2. Before purchasing the product, the consumer may request the company to measure the correct dimensions. Prior to the visit to the consumer for measuring the radiator for the manufacture of the product, a measurements form must be completed by the consumer for this purpose and sent to the company. This measurements form is available through the website.
3. The dimensions cannot be changed after the purchase is concluded; any request for different dimensions will be considered by the company as a new order.

Article 6 - Right of withdrawal

On delivery of products:

1. When purchasing products, the consumer has the option of cancelling the contract within 14 days without giving reasons. This reflection period starts on the day after receipt of the product by the consumer or a representative previously designated by the consumer and made known to the company.

2. During the reflection period, the consumer must handle the product and packaging with care. They shall only unpack or use the product to the extent necessary to assess whether they wish to keep the product. If they exercise their right of withdrawal, they will return the product with all delivered accessories and - if reasonably possible - in the original condition and packaging to the company, in accordance with any reasonable and clear instructions provided by the company.

3. If the consumer wishes to exercise their right of withdrawal, they are obliged to notify the company within 14 days, after receiving the product. For this purpose the consumer must use the model form or any other means of communication such as email. After the consumer has expressed their wish to exercise their right of withdrawal, the customer must return the product within 14 days. The consumer must prove that the delivered items were returned in a timely manner, for example through proof of shipment.

4. If after the expiration of the periods mentioned in paragraphs 2 and 3 the customer has not indicated that they wish to exercise their right of withdrawal or has not returned the product to the company, the purchase is a fact.

For the provision of services:

1. With respect to services, the consumer has the option of cancelling the contract within 14 days without giving reasons, starting from the day of entering into the contract.

2. To use their right of withdrawal, the consumer must comply with the reasonable and clear instructions provided by the company in the offer and/or at the latest at the time of delivery.

Article 7 - Charges in case of withdrawal

1. If the consumer exercises his right of withdrawal, the maximum cost charged to them will be the cost of the return shipment.

2. If the consumer has paid an amount, the company 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 been received back by the company or conclusive proof of complete return can be presented by the consumer. Refunds will be made through the same payment method used by the consumer unless the consumer expressly authorizes another payment method.

3. If the product is damaged due to careless handling by the consumer, the consumer shall be liable for any decrease in value of the product.

4. The consumer cannot be held liable for the decrease in value of the product when not all legally required information about the right of withdrawal has been provided by the company. This must take place prior to the conclusion of the purchase agreement.

Article 8 - Exclusion of the right of withdrawal

1. The company may exclude the consumer's right of withdrawal for products specified in paragraph 2 of this article. The exclusion of the right of withdrawal only applies if the company has clearly stated the exclusion in the offer, in time for the conclusion of the contract.

2. Exclusion of the right of withdrawal is only possible for products:

- that have been developed by the company in accordance with consumer specifications;
- that are clearly personal in nature;
- which by their nature cannot be returned;

- the price of which is subject to fluctuations in the financial market over which the company has no influence.

Article 9 - The price

1. During the validity period stated in the offer, the prices of the products and/or services offered will not be increased, except for price changes due to changed VAT rates.
2. Notwithstanding the previous paragraph, the company may offer variable prices for products or services whose prices are subject to fluctuations in the financial market and over which the company has no control. The offer shall mention this dependence on fluctuations and the fact that any prices quoted are target prices.
3. Price increases within 3 months of the conclusion of the contract are permitted only if they result from legal regulations or provisions.
4. Price increases from 3 months after the conclusion of the contract are only allowed if included in the company's stipulations and: a. if they are the result of legal regulations or provisions; or b. if the consumer has the authority to terminate the contract from the day on which the price increase takes effect.
5. The prices mentioned in the offer of products or services include VAT.
6. All prices are subject to printing errors. No liability is accepted for the consequences of printing errors. In case of printing errors, the company is not obliged to deliver the product for to the incorrect price.

Article 10 - Conformity and warranty

1. The company guarantees that the products and/or services comply with the contract, the specifications mentioned in the offer, the reasonable requirements of soundness and/or usability and the existing legal provisions and/or government regulations on the date of the conclusion of the contract. If agreed between the parties, the company also guarantees that the product is suitable for other than normal use.
2. A guarantee provided by the company, manufacturer or importer does not affect the legal rights and claims that the consumer can assert against the company under the contract.
3. Any defective or incorrectly delivered products must be reported in writing to the company within 14 days of discovery of the defect.
4. The manufacturer's warranty period is two years from the purchase date of the product. However, the company 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 modified the delivered products themselves or had them repaired and/or modified by a third party;
 - the delivered products have been exposed to abnormal conditions or otherwise treated in a careless manner or treated contrary to the instructions of the company and/or on the packaging;
 - the defectiveness is wholly or partly the result of regulations which the government has imposed or will impose on the nature or quality of the materials used.

Article 11 - Delivery and execution

1. The company will take 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 the address that the consumer has made known to the company.
3. Subject to the provisions of paragraph 4 of this article, the company will execute accepted orders expeditiously but at the latest within 30 days, unless consumer has agreed to a longer delivery period. If delivery is delayed, or if an order cannot be fulfilled or can only be partially fulfilled, the consumer will be notified no later than 30 days after the order was placed. In this case, the consumer has the right to cancel the contract without cost. The consumer is not entitled to any compensation.
4. All delivery dates are indicative. The consumer cannot derive any rights from any deadlines given. Exceeding a deadline does not entitle the consumer to any compensation.
5. In case of cancellation in accordance with paragraph 3 of this article, the company will refund the amount paid by the consumer as soon as possible, but at the latest within 14 days after cancellation.
6. If delivery of an ordered product appears to be not possible, the company will make every effort to provide a replacement item. No later than at the time of delivery, clear and understandable notice will be given that a replacement item is being delivered. Replacement items cannot exclude the right of withdrawal. The cost of any return shipment shall be borne by the company.
7. The risk of damage and/or loss of products rests with the company until the moment of delivery to the consumer or a representative previously designated and whose name was given to the company, unless otherwise expressly agreed.

Article 12 - Payment

1. Unless otherwise agreed, any amounts owed by the consumer must be paid within 7 working days after the start of the reflection period referred to in article 6 paragraph 1. In the case of a contract for the provision of a service, this period shall begin after the consumer receives the confirmation of the contract.
2. The consumer has the duty to immediately report any inaccuracies in payment information provided or stated to the company.
3. In case of non-payment by the consumer, subject to legal restrictions, the company has the right to charge the reasonable costs which were made known to the consumer in advance.

Article 13 - Complaints procedure

1. If the buyer has any problems or questions regarding a product they have ordered, the buyer must contact the company in writing.
2. The company shall make every effort to handle complaints to the best of their ability and, if necessary, will strive to improve services or strive to deliver an acceptable product.
3. Complaints concerning the performance of the contract must be submitted to the company in full and clearly specified within 14 days after the consumer has identified the defects.
4. Complaints submitted to the company will be responded to within a period of 14 days from the date of receipt. If a complaint requires a foreseeably longer processing time, the company will respond within the 14-day period with a notice of receipt and an indication of when the consumer may expect a more detailed response.
5. If the complaint cannot be resolved by mutual agreement, a dispute arises that is amenable to dispute resolution.
6. It is possible to file complaints through the European ODR platform (<http://ec.europa.eu/odr>).

7. A complaint does not suspend the obligations of the company, unless the company indicates otherwise in writing.

8. If a complaint is found to be justified by the company, the company will either replace or repair the delivered products free of charge, at the company's discretion.

Article 14 - Disputes

1. Contracts between the company and the consumer to which these general terms and conditions relate are exclusively governed by Dutch law. Even if the consumer is resident abroad. All disputes with the consumer, will be settled by the competent civil court of court Gelderland, location Zutphen.

2. The Vienna Sales Convention does not apply.

Article 15 - Additional or different provisions

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