

General Terms and Conditions

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Article 1 - Definitions

In these terms and conditions, the following definitions apply:

1. **Cooling-off period:** The period during which the consumer can exercise their right of withdrawal;
2. **Consumer:** A natural person who is not acting in the course of their business or profession and enters into a distance agreement with the entrepreneur;
3. **Day:** Calendar day;
4. **Ongoing transaction:** A distance agreement concerning a series of products and/or services, the delivery and/or consumption obligations of which are spread over time;
5. **Durable medium:** Any medium that enables the consumer or entrepreneur to store information addressed to them in a way that allows future consultation and unchanged reproduction of the stored information;
6. **Right of withdrawal:** The consumer's ability to withdraw from the distance agreement within the cooling-off period;
7. **Model withdrawal form:** The model form for withdrawal provided by the entrepreneur that a consumer can fill in if they wish to exercise their right of withdrawal;
8. **Entrepreneur:** A natural or legal person who offers products and/or services remotely to consumers;
9. **Distance agreement:** An agreement in which, as part of a system organized by the entrepreneur for remote sales of products and/or services, communication techniques are used exclusively to conclude the agreement, without the consumer and entrepreneur being simultaneously in the same space;
10. **Communication technique:** A means that can be used to conclude an agreement without the consumer and entrepreneur meeting in the same location;
11. **General Terms and Conditions:** The present General Terms and Conditions of the entrepreneur.

Article 2 - Identity of the Entrepreneur

Suitingyou

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Article 3 - Applicability

1. These general terms and conditions apply to every offer made by the entrepreneur and to every distance agreement and order between the entrepreneur and the consumer.
2. Before the distance agreement is concluded, the text of these general terms and conditions will be made available to the consumer. If this is not reasonably possible, it will be stated before the distance agreement is concluded that the general terms and conditions are available for inspection at the entrepreneur's premises and that they will be sent to the consumer free of charge upon request as soon as possible.
3. If the distance agreement is concluded electronically, the text of these general terms and conditions can, contrary to the previous paragraph, be made available to the consumer electronically in such a way that it can be stored by the consumer on a durable medium. If this is not reasonably possible, it will be stated before the distance agreement is concluded where the general terms and conditions can be accessed electronically, and that they will be sent to the consumer free of charge upon request, either electronically or otherwise.
4. If, in addition to these general terms and conditions, specific product or service conditions apply, the second and third paragraphs will apply accordingly, and in the event of conflicting general terms and conditions, the consumer may always invoke the applicable provision that is most favorable to them.
5. If one or more provisions of these general terms and conditions are at any time partially or fully invalid or annulled, the agreement and these terms will otherwise remain in force, and the relevant provision will be replaced in mutual consultation without delay by a provision that most closely approximates the original intent.
6. Situations not covered by these general terms and conditions will be assessed 'in the spirit' of these general terms and conditions.
7. Ambiguities regarding the interpretation or content of one or more provisions of our terms should be interpreted 'in the spirit' of these general terms and conditions.

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 is non-binding. The entrepreneur is entitled to modify and adjust the offer.
3. The offer contains a complete and accurate description of the products and/or services offered. The description is detailed enough to allow the consumer to make an informed assessment of the offer. If the entrepreneur uses images, they represent a truthful depiction of the offered products and/or services. Obvious mistakes or errors in the offer do not bind the entrepreneur.
4. All images, specifications, and data in the offer are for indication purposes and cannot serve as grounds for compensation or cancellation of the agreement.
5. Images of products are a truthful representation of the offered products. The entrepreneur cannot guarantee that the displayed colors exactly match the actual colors of the products.
6. Every offer includes such information that it is clear to the consumer what the rights and obligations are, which are attached to the acceptance of the offer. This particularly includes:
 - the price including taxes;
 - any shipping costs;
 - the method by which the agreement will be concluded and what actions are required for this;
 - whether the right of withdrawal applies;
 - the method of payment, delivery, and execution of the agreement;
 - the period within which the offer can be accepted, or the period during which the entrepreneur guarantees the price;
 - the rate for communication by distance if the costs of using the communication technique are based on something other than the regular base rate for the used communication medium;

- whether the agreement will be archived after its conclusion and, if so, how the consumer can access it;
- how the consumer can check and, if desired, correct the data provided by them in the context of the agreement before concluding the agreement;
- any other languages in which the agreement can be concluded in addition to Dutch;
- the codes of conduct the entrepreneur adheres to and how the consumer can access these codes of conduct electronically; and
- the minimum duration of the agreement in the case of an ongoing transaction.
- Optionally: available sizes, colors, types of materials.

Article 5 - The Agreement

1. The agreement is concluded, subject to the provisions of paragraph 4, at the moment the consumer accepts the offer and fulfills the conditions set forth.

2. If the consumer has accepted the offer electronically, the entrepreneur will promptly confirm the receipt of the acceptance of the offer electronically. Until the receipt of this acceptance is confirmed by the entrepreneur, the consumer can cancel the agreement.

3. If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to secure the electronic transmission of data and ensure a secure web environment. If the consumer can make payments electronically, the entrepreneur will take appropriate security measures.

4. The entrepreneur may, within legal limits, assess whether the consumer can meet their payment obligations, as well as all facts and factors relevant to responsibly entering into the distance agreement. If the entrepreneur has valid reasons based on this assessment not to enter into the agreement, they are entitled to refuse an order or application, or to attach special conditions to the execution of the agreement.

5. The entrepreneur will, along with the product or service provided to the consumer, send the following information in writing or in such a way that it can be easily stored by the consumer on a durable medium:

- the visiting address of the entrepreneur's establishment where the consumer can address complaints;
- the conditions under which and the way in which the consumer can exercise the right of withdrawal, or a clear notification regarding the exclusion of the right of withdrawal;
- information on guarantees and after-sales service;
- the data referred to in Article 4, paragraph 3, unless the entrepreneur has already provided these to the consumer before the execution of the agreement;
- the requirements for canceling the agreement if the agreement lasts more than one year or is of indefinite duration.

6. In the case of an ongoing transaction, the provision in the previous paragraph applies only to the first delivery.

7. Every agreement is concluded under the suspensive condition of the sufficient availability of the relevant products.

Article 6 - Right of Withdrawal

In the case of product delivery:

1. When purchasing products, the consumer has the right to dissolve the agreement without giving any reason within 14 days. This cooling-off period starts on the day after the consumer receives the product or a representative designated by the consumer, known to the entrepreneur.

2. During the cooling-off period, the consumer will handle the product and packaging carefully. The product should only be unpacked or used to the extent necessary to assess whether the consumer wants to keep the product. If the consumer exercises the right of withdrawal, the product must be returned to the entrepreneur with all accompanying items and, if reasonably possible, in its original condition and packaging, following the reasonable and clear instructions provided by the entrepreneur.

3. If the consumer wishes to use the right of withdrawal, they must notify the entrepreneur within 14 days after receiving the product. The notification should be made using the model form or another means of communication, such as email. After notifying the entrepreneur, the consumer must return the product within 14 days. The consumer must provide proof that the goods have been returned on time, for example, through a proof of shipment.

4. If the consumer has not informed the entrepreneur about their intention to exercise the right of withdrawal or has not returned the product within the periods specified in paragraphs 2 and 3, the purchase is final.

In the case of service delivery:

5. In the case of services, the consumer has the right to dissolve the agreement without giving any reason for at least 14 days, starting from the day the agreement was concluded.

6. To exercise their right of withdrawal, the consumer must follow the reasonable and clear instructions provided by the entrepreneur in the offer and/or at the time of delivery.

Article 7 - Costs in the Event of Withdrawal

1. If the consumer exercises the right of withdrawal, the return shipping costs are at most the consumer's responsibility.

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 the withdrawal, provided that the product has been received by the entrepreneur or conclusive proof of its return is provided. The refund will be made using the same payment method the consumer used unless the consumer explicitly agrees to a different method.

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

4. The consumer cannot be held liable for a decrease in value if the entrepreneur has not provided all legally required information about the right of withdrawal, which must be done before the purchase agreement is concluded.

Article 8 - Exclusion of the Right of Withdrawal

1. The entrepreneur can exclude the right of withdrawal for products as described in paragraphs 2 and 3. The exclusion of the right of withdrawal is only valid if the entrepreneur has clearly mentioned this in the offer or at least in time before the agreement is concluded.

2. The right of withdrawal may be excluded for products:

- Made by the entrepreneur according to the consumer's specifications;
- Clearly personal in nature;
- That cannot be returned due to their nature;
- That are prone to rapid deterioration or aging;
- Whose price is dependent on fluctuations in the financial market over which the entrepreneur has no control;
- For single newspapers and magazines;
- For audio and video recordings and computer software that the consumer has broken the seal of;
- For hygienic products whose seal has been broken.

3. The right of withdrawal can be excluded for services:

- Concerning accommodation, transport, catering, or leisure services provided on a specific date or during a specific period;
- Where delivery has begun with the express consent of the consumer before the cooling-off period has expired;
- Concerning bets and lotteries.

Article 9 - Price

1. During the validity period stated in the offer, the prices of the offered products and/or services will not be increased, except for price changes due to changes in VAT rates.
2. In deviation from the previous paragraph, the entrepreneur may offer products or services with variable prices that are tied to fluctuations in the financial market and over which the entrepreneur has no control. The dependency on fluctuations and the fact that prices listed are indicative will be stated in the offer.
3. Price increases within 3 months of the agreement may only occur if they result from legal regulations or provisions.
4. Price increases after 3 months of the agreement are only allowed if the entrepreneur has agreed upon this and:
 - They result from legal regulations or provisions; or
 - The consumer has the right to terminate the agreement as of the day the price increase takes effect.
5. The prices stated in the offer of products or services include VAT.
6. All prices are subject to printing and typing errors. The entrepreneur will not be liable for the consequences of such errors. In the case of printing and typing errors, the entrepreneur is not obligated to deliver the product at the incorrect price.

Article 10 - Conformity and Warranty

1. The entrepreneur ensures that the products and/or services conform to the agreement, the specifications stated in the offer, the reasonable requirements of quality and/or usability, and the applicable legal provisions and/or government regulations at the time of the agreement. If agreed, the entrepreneur also ensures that the product is suitable for other than normal use.
2. A warranty provided by the entrepreneur, manufacturer, or importer does not affect the legal rights and claims that the consumer may assert against the entrepreneur based on the agreement.
3. Any defects or incorrectly delivered products must be reported to the entrepreneur in writing within 2 months of delivery. The products should be returned in their original packaging and in new condition.
4. The entrepreneur's warranty period aligns with the manufacturer's warranty period. However, the entrepreneur is never responsible for the product's suitability for any individual application by the consumer or 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 third parties;
 - The delivered products have been exposed to abnormal conditions or otherwise mishandled or treated in violation of the entrepreneur's instructions and/or the packaging instructions;
 - The defect is entirely or partially due to government-imposed regulations regarding the nature or quality of the materials used.

Article 11 - Delivery and Execution

1. The entrepreneur will exercise the utmost care in receiving and processing orders for products and evaluating requests for services.
2. The place of delivery is the address provided by the consumer to the entrepreneur.
3. Subject to paragraph 4, the entrepreneur will execute accepted orders with due speed but no later than 30 days, unless the consumer has agreed to a longer delivery period. If there is a delay in delivery or if an order can only be partially executed, the consumer will be notified within 30 days of placing the order. In this case, the consumer has the right to dissolve the agreement without incurring costs. The consumer is not entitled to compensation.
4. All delivery times are indicative. The consumer cannot derive any rights from the stated delivery times. Exceeding a delivery time does not entitle the consumer to compensation.
5. In the case of dissolution under paragraph 3, the entrepreneur will refund the amount the consumer paid as soon as possible, but no later than 14 days after dissolution.

6. If delivery of an ordered product proves impossible, the entrepreneur will attempt to provide a replacement item. The entrepreneur will clearly inform the consumer that a replacement item is being delivered at the time of delivery. The right of withdrawal cannot be excluded for replacement items. The costs of returning the item are the entrepreneur's responsibility.
7. The risk of damage and/or loss of products rests with the entrepreneur until the moment of delivery to the consumer or a representative designated and known to the entrepreneur, unless explicitly agreed otherwise.

Article 12 - Duration Transactions: Duration, Termination, and Extension

Termination:

1. The consumer can terminate an agreement entered into for an indefinite period, which concerns 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 can terminate an agreement entered into for a definite period, which concerns the regular delivery of products (including electricity) or services, at any time, with notice at the end of the specified duration, subject to the agreed termination rules and a notice period of no more than one month.
3. The consumer may terminate the agreements mentioned in the previous sections:
 - At any time, without being limited to termination at a specific time or within a specific period;
 - At least in the same way as they were entered into;
 - Always with the same notice period as the entrepreneur has set for themselves.

Extension:

4. An agreement entered into for a definite period, which concerns the regular delivery of products (including electricity) or services, may not be tacitly extended or renewed for a fixed period.
5. In deviation from the previous paragraph, an agreement entered into for a definite period, which concerns the regular delivery of daily, weekly, and monthly newspapers and magazines, may be tacitly extended for a maximum period of three months, provided the consumer can terminate the extended agreement at the end of the extension period with a notice period of no more than one month.
6. An agreement entered into for a definite period, which concerns the regular delivery of products or services, may only be tacitly extended for an indefinite period if the consumer can terminate it at any time with a notice period of no more than one month and a notice period of no more than three months in the case of agreements regarding daily, weekly, and monthly newspapers and magazines.
7. An agreement with a limited duration for the regular trial delivery of daily,

Duration

7. 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 fairness and reasonableness prevent termination before the end of the agreed duration.

Article 13 - Payment

1. Unless otherwise agreed, the amounts owed by the consumer must be paid within 7 working days after the start of the reflection period as referred to in Article 6, paragraph 1. In the case of an agreement for the provision of a service, this period starts after the consumer has received the confirmation of the agreement.
2. The consumer has the obligation to promptly notify the entrepreneur of any inaccuracies in the provided or stated payment details.
3. In the case of non-payment by the consumer, the entrepreneur has the right, subject to legal restrictions, to charge reasonable costs that were previously communicated to the consumer.

Article 14 - Complaints Procedure

1. The entrepreneur has a sufficiently well-known complaints procedure and handles complaints in accordance with this procedure.
2. Complaints regarding the execution of the agreement must be submitted to the entrepreneur within 2 months, fully and clearly described, after the consumer has discovered the defects.
3. Complaints submitted to the entrepreneur will be answered within 14 days from the date of receipt. If a complaint requires foreseeable longer processing time, the entrepreneur will respond within 14 days with an acknowledgment of receipt and an indication of when the consumer can expect a more detailed response.
4. If the complaint cannot be resolved through mutual agreement, a dispute arises that is subject to the dispute resolution procedure.
5. In case of complaints, the consumer must first contact the entrepreneur. Complaints can also be submitted through the European ODR platform (<http://ec.europa.eu/odr>).
6. A complaint does not suspend the obligations of the entrepreneur, unless the entrepreneur indicates otherwise in writing.
7. If a complaint is found to be justified by the entrepreneur, the entrepreneur will, at their discretion, either replace or repair the delivered products free of charge.

Article 15 - Disputes

1. Dutch law applies exclusively to agreements between the entrepreneur and the consumer to which these general terms and conditions apply, even if the consumer resides abroad.
2. The Vienna Sales Convention does not apply.

Article 16 - Additional or Deviating Provisions

Additional or deviating provisions 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 they can be stored by the consumer on a durable data carrier in an accessible manner.