

Index:

- Article 1 - Definitions
- Article 2 - Identity of the trader
- Article 3 - Applicability
- Article 4 - The offer
- Article 5 - The contract
- Article 6 - Right of withdrawal
- Article 7 - Customers' obligations in case of withdrawal
- Article 8 - Customers who exercise their right of withdrawal and the costs involved
- Article 9 - Traders' obligations in case of withdrawal
- Article 10 - Precluding the right of withdrawal
- Article 11 - The price
- Article 12 - Contract fulfilment and extra guarantee
- Article 13 - Delivery and implementation
- Article 14 - Extended duration transactions: duration, termination and prolongation
- Article 15 - Payment
- Article 16 - Complaints procedure
- Article 17 - Disputes
- Article 18 - Additional or different stipulations
- Article 19 - Additional or deviating provisions
- Article 20 - Amendment of the Thuiswinkel General Terms and Conditions

Article 1 – Definitions

The following definitions apply in these terms and conditions:

Supplementary agreement: an agreement in which a consumer obtains products, digital content and/or services via a distance contract, and a trader or a third party delivers these products, digital content and/or services in accordance with an agreement between that third party and the trader;

Withdrawal period: the period within which a consumer can make use of his right of withdrawal;

Consumer: a natural person whose actions are not carried out for objectives relating to the course of a trade, a profession or a business;

Day: calendar day;

Digital content: data that are produced and supplied in digital form;

Extended duration transaction: a distance contract relating to a series of products and/or services, whereby the obligation to supply and/or purchase is spread over a period of time;

Durable medium: every means - including emails - that enables a consumer or trader to store information that is addressed to him in person in a way that facilitates its future use or consultation during a period that is in keeping with the objective for which the information is intended, and which facilitates the unaltered reproduction of the stored information;

Right of withdrawal: the possibility for a consumer to waive a distance contract within the withdrawal period;

Trader: a natural or legal person who offers products, (access to) digital content and/or services to consumers from a distance;

Distance contract: a contract concluded between a trader and a consumer within the framework of system organized for the distance sale of products, digital content and/or services, whereby sole or partly use is made of one or more techniques for distance communication up to and including the moment that the contract is concluded;

Model form for right of withdrawal: the European model form for right of withdrawal that is included in Appendix I of these terms and conditions. The trader is not obliged to provide Appendix I if the consumer has no right of withdrawal with regard to his order;

Technique for distance communication: means that can be used for communication regarding the offer made by the trader and concluding a contract, without the necessity of the consumer and trader being in the same place at the same time.

Article 2 - Identity of the trader

Name trader: Topgeschenken Nederland BV

Acting under the name(s): Toptaarten.nl

Registered address:

Noorderdreef 60
2153LL Nieuw-Vennep

Telephone number and time(s) at which the trader can be contacted by telephone: 088-1108060

Monday – Friday - 8:30 - 21:00 hrs

Saturday - 8:30 - 17:00 hrs

Email address:

- klantenservice@topgeschenken.nl
- klantenservice@topbloemen.nl
- klantenservice@toptaarten.nl
- klantenservice@topfruit.nl
- klantenservice@topbloemen.be

Chamber of Commerce number: 34108906

VAT identification number: NL818503051B01

Should the activity of the trader be subject to a relevant licensing system: the data of the supervising authority.

Should the trader practice a regulated profession:

- the professional association or organization with which he is affiliated;

- the professional title, the town/city in the EU or EEA where this was granted;
- a reference to the professional rules that apply in the Netherlands and instructions as to where and how these professional rules can be accessed.

Article 3 - Applicability

1. These general terms and conditions apply to every offer made by a trader and to every distance contract that has been realized between an trader and a consumer.
2. Prior to the conclusion of a distance contract, 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, in what way the general terms and conditions are available for inspection at the trader's premises and that they will be sent free of charge to the consumer, as quickly as possible, at the consumer's request.
3. If the distance contract is concluded electronically, then, contrary to the previous paragraph, and before the distance contract is concluded, the consumer will be provided with the text of these general terms and conditions electronically, in such a way that the consumer can easily store them on a durable data carrier. If this is not reasonably possible, then before concluding the distance contract, the trader will indicate where the general terms and conditions can be inspected electronically and that at his request they will be sent to the consumer free of charge, either electronically or in some other way.
4. In cases where specific product or service-related terms and conditions apply in addition to these general terms and conditions, the second and third paragraphs apply by analogy and the consumer can always invoke the applicable condition that is most favorable to him in the event of incompatible general terms and conditions.

Article 4 - The offer

1. If an offer is subject to a limited period of validity or is made subject to conditions, this will be explicitly mentioned in the offer.
2. The offer contains a complete and accurate description of the products, digital content and/or services being offered. The description is sufficiently detailed to enable the consumer to make a proper assessment of the offer. If the trader makes use of illustrations, these will be a true representation of the products and/or services being offered. The trader is not bound by obvious errors or mistakes in the offer.
3. Every offer contains information that makes it clear to the consumer what rights and obligations are related to the acceptance of the offer.

Article 5 - The contract

1. The contract will be concluded, subject to that which is stipulated in paragraph 4, at the moment at which the consumer accepts the offer and the conditions thereby stipulated have been fulfilled.

2. If the consumer has accepted the offer electronically, the trader will immediately confirm receipt of acceptance of the offer electronically. The consumer can dissolve the contract as long as this acceptance has not been confirmed by the trader.
3. If the contract is concluded electronically, the trader will take suitable technical and organizational measures to secure the electronic transfer of data and he will ensure a safe web environment. If the consumer is able to pay electronically, the trader will take suitable security measures.
4. The trader may obtain information – within statutory frameworks – about the consumer’s ability to fulfill his payment obligations, as well as about facts and factors that are important for the responsible conclusion of the distance contract. If that research gives the trader proper grounds for declining to conclude the contract, then he has a right, supported by reasons, to reject an order or application or to bind its implementation to special conditions.
5. The trader will send to a consumer, at the latest when delivering a product, service or digital content, the following information, in writing, or in such a way that the consumer can store it on an accessible durable medium:
 - a. the visiting address of the entrepreneur's establishment where the consumer can go with 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. the information about warranties and existing after-sales service;
 - d. the price including all taxes of the product, service or digital content; where applicable, the cost of delivery; and the method of payment, delivery or performance of the distance contract;
 - e. the requirements for termination of 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.In case of an extended duration contract, the stipulation in the previous paragraph applies only to the first delivery.

Article 6 - Right of withdrawal

Upon delivery of products

1. When purchasing products, a consumer has the right to dissolve a contract, without giving reasons, during a period of at least 14 days. The trader is allowed to ask a consumer for the reason of this dissolution, but the consumer is under no obligation to state his/her reason(s).

2. The period stipulated in para. 1 commences on the day after the product was received by the consumer, or a third party designated by the consumer, who is not the transporting party, or:
 - a. if the consumer has ordered several products: the day on which the consumer, or a third party designated by the consumer, received the last product. The trader may refuse a single order for several products with different delivery dates, provided he clearly informed the consumer of this prior to the ordering process.
 - b. if the delivery of a product involves different deliveries or parts: the day on which the consumer, or a third party designated by the consumer, received the last delivery or the last part;
 - c. with contracts for the regular delivery of products during a given period: the day on which the consumer, or a third party designated by the consumer, received the last product.

Upon delivery of services and digital content that is not supplied on a material medium:

3. A consumer has the right to dissolve a contract, without giving reasons, for the supply of digital content that is not supplied on a material medium during a period of at least fourteen days. The trader is allowed to ask a consumer for the reason of this dissolution, but the consumer is under no obligation to state his/her reason(s).

The period stipulated in para. 3 commences on the day after the contract was concluded.

4. The cooling-off period referred to in paragraph 3 shall begin on the day following the conclusion of the agreement.

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

5. If the entrepreneur 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 entrepreneur has provided the consumer with the information referred to in the previous paragraph within twelve months of the commencement 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 - Traders' obligations in a case of withdrawal

1. If the trader makes it possible for a consumer to declare his withdrawal via electronic means, then after receiving such a declaration, he sends immediate confirmation of receipt.
2. The trader reimburses the consumer immediately with all payments, including any delivery costs the trader charged for the returned product, though at the latest within 14

days after the day on which the consumer reported the withdrawal. Except in cases in which the trader has offered to retrieve the product himself, he can postpone refunding until he has received the product or until the consumer proves he has returned the product, depending on which occurs earlier.

3. The consumer returns the product with all accessories supplied, if reasonably possible in original condition and packaging, and in accordance with the reasonable and clear instructions provided by the entrepreneur.
4. The risk and the burden of proof for the correct and timely exercise of the right of withdrawal lies with the consumer.
5. The consumer shall bear the direct costs of returning the product. If the entrepreneur has not reported that the consumer must bear these costs or if the entrepreneur indicates that he will bear the costs himself, the consumer does not have to bear the costs for return.
6. If the consumer withdraws after having first expressly requested that the provision of the service or the supply of gas, water or electricity that have not been prepared for sale in a limited volume or certain quantity commences during the cooling-off period, the consumer shall owe the entrepreneur an amount proportional to that part of the obligation fulfilled by the entrepreneur at the time of withdrawal, full performance of the undertaking.
7. The consumer shall not bear any costs for the performance of services or the supply of water, gas or electricity, which have not been put up for sale in a limited volume or quantity, or for the supply of district heating, if:
 - a. the entrepreneur 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 form for withdrawal, or;
 - b. the consumer has not explicitly requested the start 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 the costs of the total or partial supply of digital content not supplied on a tangible medium if:
 - a. prior to the delivery of the agreement, he has not expressly agreed to the commencement of the performance of the agreement before the end of the cooling-off period;
 - b. he has not acknowledged that he has lost his right of withdrawal when he or she gives his consent; or
 - c. the entrepreneur has failed to confirm this statement of the consumer.
9. If the consumer makes use of his right of withdrawal, all supplementary agreements will be terminated by operation of law.

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

1. If the trader enables the notification of withdrawal by the consumer by electronic means, he shall send an acknowledgement of receipt immediately upon receipt of this notification.
2. The entrepreneur reimburses all payments made by the consumer, including any delivery costs charged by the entrepreneur for the returned product, without delay but within 14 days following the day on which the consumer notifies him of the withdrawal. Unless the entrepreneur 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 entrepreneur shall use the same means of payment as the consumer for reimbursement, unless the consumer agrees to a different method. The refund is free of charge for the consumer.
4. If the consumer has opted for a more expensive

Article 10 - Precluding the right of withdrawal

The trader can preclude the right of withdrawal for the following products and services, but only if the trader stated this clearly when making the offer, or at least in good time prior to conclusion of the contract:

1. Products or services whose prices are subject to fluctuations on the financial market over which the trader has no influence and which can occur within the period of withdrawal;
2. Contracts concluded during a public auction. A public auction is defined as a sales method whereby a trader offers products, digital content and/or services at an auction, under the directions of an auctioneer, and whereby the successful purchaser is obliged to purchase the products, digital content and/or services;
3. Service contracts, after full completion of the service, but only if: implementation started with the explicit prior agreement of the consumer; and the consumer declared having lost his right of withdrawal as soon as the trader had completed the contract in full;
4. Package travels, package holidays and package tours as referred to in article 7:500 BW and contracts on passenger transport;
5. Service contracts providing access to accommodation, if the contract already stipulates a certain date or period of implementation and other than for the purpose of accommodation, the transport of goods, car rental services and catering;
6. Contracts relating to leisure activities, if the contract already stipulates a certain date or period of implementation;

7. Products manufactured according to the consumer's specifications, which were not prefabricated and were made based on a consumer's specific choice or decision, or which are clearly intended for a specific person;
8. Products subject to rapid decay or with a limited shelf-life;
9. Sealed products that, for reasons relating to the protection of health or hygiene, are unsuited to returning and whose seal was broken subsequent to delivery;
10. Products that, due to their nature, have been irretrievably mixed with other products;
11. Alcoholic drinks whose price was agreed when concluding the contract, but the delivery of which can only take place after 30 days, and the actual value of which depends on market fluctuations over which the trader has no influence;
12. Sealed audio/video-recordings and computer apparatus whose seal was broken after delivery;
13. Papers or magazines, except for subscriptions;
14. The delivery of digital content other than on a material medium, but only if:
 - a. the delivery commenced with the consumer's explicit prior agreement, and
 - b. the consumer declared that this implied his having lost his right of withdrawal.

Article 11 - The price

1. During the period of validity indicated in the offer, the prices of the products and/or services being offered will not be increased, except for price changes in VAT-tariffs.
2. Contrary to the previous paragraph, the trader may offer products or services at variable prices, in cases where these prices are subject to fluctuations in the financial market over which the trader has no influence. The offer must refer to this link with fluctuations and the fact that any prices mentioned are recommended prices.
3. Price increases within 3 months after the contract was concluded are only permitted if they are the result of statutory regulations or stipulations.
4. Price increases more than 3 months after the contract was concluded are only permitted if the trader stipulated as much and:
 - a. they are the result of statutory regulations or stipulations; or
 - b. the consumer is authorized to terminate the contract on the day on which the price increase takes effect.
5. Prices stated in offers of products or services include VAT.

Article 12 - Contract fulfilment and extra guarantee

1. The trader guarantees that the products and/or services fulfill the contract, the specifications stated in the offer, the reasonable requirements of reliability and/or serviceability and the statutory stipulations and/or government regulations that existed on the date that the contract was concluded. If agreed the trader also guarantees that the product is suited for other than normal designation.
2. An extra guarantee arrangement offered by the trader, manufacturer or importer can never affect the statutory rights and claims that a consumer can enforce against the trader on the grounds of the contract if the trader failed to fulfil his part in the contract.
3. An extra guarantee is defined as every commitment of a trader, his supplier, importer or manufacturer that grants a consumer rights or claims, in excess of those provided by law, for the event that he fails to fulfil his part in the contract.

Article 13 - Supply and implementation

1. The trader will take the greatest possible care when receiving and implementing orders for products and when assessing applications for the provision of services.
2. The place of delivery is deemed to be the address that the consumer makes known to the company.
3. Taking into consideration that which is stated in article 4 of these general terms and conditions, the company will implement accepted orders with efficient expedition, though at the latest within 30 days, unless a different period of delivery has been agreed. If delivery suffers a delay, or if the delivery cannot be implemented, or only partially, the consumer will be informed about this at the latest 30 days after the order was placed. In this case, the consumer has a right to dissolve the contract free of charge and a right to possible damages.
4. Following dissolution in accordance with the previous paragraph, the trader refunds the consumer immediately the sum he had paid.
5. The risk of damage and/or loss of products rests upon the trader up to the moment of delivery to the consumer or a representative previously designated by the consumer and announced to the trader, unless this has explicitly been agreed otherwise.

Article 14 - Extended duration transactions: duration, termination and prolongation

Termination

1. The consumer has a right at all times to terminate an open-ended contract that was concluded for the regular supply of products (including electricity) or services, subject to the agreed termination rules and a period of notice that does not exceed one month.
2. The consumer has a right at all times to terminate a fixed-term contract that was concluded for the regular supply of products (including electricity) or services at the end

of the fixed-term, subject to the agreed termination rules and a period of notice that does not exceed one month.

3. With respect to contracts as described in the first two paragraphs, the consumer can:
 - terminate them at all times and not be limited to termination at a specific time or during a specific period;
 - terminate them in the same way as that in which they were concluded;
 - always terminate them subject to the same period of notice as that stipulated for the trader.

Prolongation

4. A fixed-term contract that was concluded for the regular supply of products (including electricity) or services may not be automatically prolonged or renewed for a fixed period of time.
5. In departure from that which is stated in the previous paragraph, a fixed-term contract that has been concluded for the regular supply of daily or weekly newspapers or magazines may be automatically prolonged for a fixed term that does not exceed three months, if the consumer is at liberty to terminate this prolonged contract towards the end of the prolongation, with a period of notice that does not exceed one month.
6. A fixed-term contract that has been concluded for the regular supply of products or services may only be automatically prolonged for an indefinite period of time if the consumer has at all times the right to terminate, with a period of notice that does not exceed one month and, in the case of a contract to supply daily or weekly newspapers or magazines regularly but less than once per month, a period that does not exceed three months.
7. A fixed term contract for the regular supply, by way of introduction, of daily or weekly newspapers and magazines (trial subscriptions or introductory subscriptions) will not be automatically prolonged and will automatically terminate at the end of the trial period or introductory period.

Duration

8. If the fixed-term of a contract exceeds one year, then after one year the consumer has at all times a right to terminate, with a period of notice that does not exceed one month, unless reasonableness and fairness dictate that premature termination of the contract would be unacceptable.

Article 15 – Payment

1. As far as no other date is stipulated in the contract or supplementary conditions, sums payable by the consumer should be paid within 14 days after commencement of the withdrawal period, or in the absence of a withdrawal period within 14 days after the conclusion of the contract. In the case of a contract to provide a service, this 14-day period starts on the day after the consumer received confirmation of the contract.

2. When selling products to consumers, the general terms and conditions may never stipulate an advance payment in excess of 50%. Where advance payment is stipulated, the consumer cannot invoke any rights whatsoever in relation to the implementation of the order or service(s) in question before the stipulated advance payment has been made.
3. The consumer is obliged to report immediately to the trader any inaccuracies in payment data provided or stated.
4. If the consumer does not meet his payment obligation(s) on time, after he has been informed by the entrepreneur of the late payment and the entrepreneur has granted the consumer a period of 14 days, starting the day after receipt of the reminder, to still meet his payment obligations, after the failure to pay within this 14-day period, The entrepreneur owes the statutory interest on the amount still owed and is entitled to charge the extrajudicial collection costs incurred by him. These collection costs amount to a maximum: 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 entrepreneur can deviate from the aforementioned amounts and percentages for the benefit of the consumer.

Article 16 - Complaints procedure

1. The trader provides for a complaints procedure, that has been given sufficient publicity, and will deal with a complaint in accordance with this complaints procedure.
2. A consumer who has discovered shortcomings in the implementation of a contract must submit any complaints to the trader without delay, in full and with clear descriptions.
3. A reply to complaints submitted to the trader will be provided within a period of 14 days, calculated from the date of receipt. If it is anticipated that a complaint will require a longer processing time, then the trader will reply within 14 days, confirming receipt and indicating when the consumer can expect a more elaborate reply.
4. A complaint about a product, service or the service of the entrepreneur can also be submitted via a complaint form on the consumer page of the Thuiswinkel.org www.thuiswinkel.org website. The complaint will then be sent to both the entrepreneur in question and Thuiswinkel.org.
5. The consumer should give the trader a time period of at least 4 weeks to solve the complaint in joint consultation. After this period of time, the complaint becomes a dispute that is subject to the disputes settlement scheme.

Article 17 – Disputes

1. 1. Agreements between the entrepreneur and the consumer to which these general terms and conditions relate are exclusively governed by Dutch law.
2. Disputes between the consumer and the entrepreneur about the conclusion or execution of agreements with regard to products and services to be delivered or

delivered by this entrepreneur may, with due observance of the provisions below, be submitted by both the consumer and the entrepreneur to the Thuiswinkel Disputes Committee, P.O. Box 90600, 2509 LP in The Hague (www.sgc.nl).

3. A dispute will only be dealt with by the Disputes Committee if the consumer has first submitted his complaint to the entrepreneur within a reasonable period of time.
4. If the complaint does not lead to a solution, the dispute must be submitted to the Disputes Committee no later than 12 months after the date on which the consumer submitted the complaint to the entrepreneur, in writing or in another form to be determined by the Committee.
5. If the consumer wishes to submit a dispute to the Disputes Committee, the entrepreneur is bound by this choice. Preferably, the consumer should first report this to the entrepreneur.
6. If the entrepreneur wishes to submit a dispute to the Disputes Committee, the consumer must express in writing within five weeks after a written request made by the entrepreneur whether he wishes to do so or whether he wants the dispute to be handled by the competent court. If the entrepreneur does not learn of the consumer's choice within the period of five weeks, the entrepreneur is entitled to submit the dispute to the competent court.
7. The Disputes Committee will make a decision under the conditions as laid down in the regulations of the Disputes Committee (www.degeschillencommissie.nl/over-ons/de-commissies/2404/thuiswinkel). The decisions of the Disputes Committee are made by way of binding advice.
8. The Disputes Committee will not deal with a dispute or will discontinue the handling if the entrepreneur has been granted a moratorium, has become bankrupt or has actually terminated its business activities, before a dispute has been dealt with by the Committee at the hearing and a final decision has been rendered.
9. If, in addition to the Thuiswinkel Disputes Committee, another disputes committee recognised or affiliated with the Foundation for Consumer Disputes Committees (SGC) or the Financial Services Complaints Institute (Kifid) is competent, the Thuiswinkel Disputes Committee shall preferably be competent for disputes relating mainly to the method of distance sales or provision of services. For all other disputes, the other disputes committee recognized by SGC or Kifid affiliated with Kifid.

Article 18 – Branch warranty

1. Thuiswinkel.org guarantees that its members will comply with the binding advice of the Thuiswinkel Disputes Committee, unless the member decides to submit the binding opinion to the court for review within two months of its being sent. This guarantee revives if the binding opinion has been upheld after review by the court and the judgment showing this has become final. Up to a maximum amount of €10,000 per binding opinion, this amount will be paid out by Thuiswinkel.org to the consumer. For amounts greater than €10,000 per binding opinion, €10,000 will be paid out. For the excess,

Thuiswinkel.org has an obligation to use his best efforts to ensure that the member complies with the binding advice.

2. For the application of this guarantee, it is required that the consumer invokes it in writing with Thuiswinkel.org and that he transfers his claim against the entrepreneur to Thuiswinkel.org. If the claim against the entrepreneur amounts to more than €10,000,-, the consumer is offered to transfer his claim to Thuiswinkel.org insofar as it exceeds the amount of €10,000, after which this organization will request payment in court in its own name and at its own expense in order to satisfy the consumer.

Article 19 - Additional or different stipulations

Additional provisions or provisions that deviate 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 in an accessible manner on a durable data carrier.

Article 20 – Changes to the Thuiswinkel General Terms and Conditions

1. Changes to these terms and conditions shall only take effect after they have been published in an appropriate manner, on the understanding that in the event of applicable changes during the term of an offer, the provision most favourable to the consumer shall prevail.

Thuiswinkel.org

www.thuiswinkel.org

Horaplantsoen 20, 6717 LT Ede

Postbus 7001, 6710 CB Ede

Appendix I: Model form for right of withdrawal

Model form for right of withdrawal

(this form should only be completed and returned if you want to withdraw from the contract)

- To: [trader's name]
[trader's geographic address]
[trader's fax number, if available]
[trader's e-mail address or electronic address]

- I/we* herewith inform you that, in respect of our contract regarding
The sale of the following products: [description of the product]*

The delivery of the following digital content: [description of the digital content]*

The supply of the following service: [description of the service]*

I/we* exercise our right of withdrawal.

- Ordered on*/received on* [date of ordering services or receiving goods]
- [Consumer(s)' name]
- [Consumer(s)' address]
- [Consumer(s)' signature] (only if this form is submitted on paper)
- [Date]

*Delete or provide supplementary information, as applicable.

Riverty terms & conditions

Topgeschenken.nl offers the payment option of payment afterwards via AfterPay. If you choose this payment option, the rights with regard to the amount due for your purchases shall be transferred by Toptarten.nl to AfterPay and the payment conditions of AfterPay, which can be viewed on the website of AfterPay under this link: <http://www.afterpay.nl/consument-betalingsvoorwaarden>, shall apply.

Extended withdrawal period for products, services and digital content that is not supplied on a material medium in the event a consumer was not informed about the right of withdrawal:

If the trader did not provide the consumer with the statutorily obligatory information about the right of withdrawal or if the model form was not provided, the withdrawal period ends twelve months after the end of the originally stipulated withdrawal period based on the previous paragraphs of this article.

If the trader provided the consumer with the information referred to in the previous paragraph within twelve months of the commencing date of the original withdrawal period, the withdrawal period shall end 14 days after the day on which the consumer received the information.