

## Terms and Conditions Thuiswinkel.org / <https://www.replaceyourlamp.co.uk/>

These General Conditions of the Netherlands Thuiswinkel.org Organisation (hereinafter Thuiswinkel.org) were established in consultation with the Consumers' Association within the framework of the Coordination Group for Self-Regulation Consultations (CZ) of the Socio-Economic Council and will enter into force on 1 June 2014.

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### Article 1 - Definitions

For the following conditions:

1. Additional agreement: an agreement whereby the consumer acquires products, digital content and/or services in connection with a distance agreement and these matters, digital content and/or services are provided by the entrepreneur or by a third party on the basis of an agreement between that third party and the entrepreneur;
2. Cooling-off period: the time limit within which the consumer can make use of his right of withdrawal;
3. Consumer means the natural person who does not act for purposes relating to his commercial, business, crafts or professional activities;
4. Day: calendar day;
5. Digital content: data produced and delivered in digital form;
6. Duration agreement: an agreement relating to the regular supply of business, services and/or digital content for a certain period of time;

7. Sustainable data medium: any tool - including e-mail - which enables the consumer or entrepreneur to store information personally addressed to him in a way that allows future consultation or use for a period tailored to the purpose for which the information is intended and which allows unaltered reproduction of the stored information;
8. Right of withdrawal: the possibility of the consumer to waive the distance contract within the cooling-off period;
9. Entrepreneur: the natural or legal person who offers products, (access to) digital content and/or remote services to consumers;
10. Distance Agreement: an agreement concluded between the entrepreneur and the consumer under an organised system for remote sales of products, digital content and/or services, using only or co-use of one or more remote communication techniques until the conclusion of the contract;
11. Model form for revocation: the European model form for withdrawal set out in Annex I to these conditions. Annex I need not be made available if the consumer has no right of withdrawal in respect of his order;
12. Remote communication technology: means that can be used to conclude an agreement, without consumers and entrepreneurs having to meet simultaneously in the same space.

## Article 2 - Identity of the entrepreneur

Plus Power Group B.V. also trading under the trade name "ReplaceYourLamp.co.uk".

Address: Zuidergracht 21-20, 3763 LS Soest, The Netherlands.

Phone number: 0031 30 656 9603 (working days between 08:30 and 17:00).

E-mail address: info@replaceyourlamp.co.uk

KvK number: 30159999, VAT number: NL808559953B01.

If the activity of the entrepreneur is subject to a relevant licensing system: the data on the supervisory authority.

If the economic operator pursues a regulated profession:

- the professional association or organisation to which he is affiliated;
- the professional title, the place in the EU or the European Economic Area where it has been awarded;
- a reference to the professional rules applicable in the Netherlands and indications where and how these professional rules are accessible.

## Article 3 - Applicability

1. These terms and conditions apply to any offer of the entrepreneur and to any distance agreement established between the entrepreneur and the consumer.
2. Before the distance agreement is concluded, the text of these general conditions shall be made available to the consumer. If this is not reasonably possible, the trader will indicate before the distance agreement is concluded how the terms and conditions can be understood to the entrepreneur and that they will be sent free of charge as soon as possible at the request of the consumer.
3. If the distance agreement is concluded electronically, by way of derogation from the previous paragraph and before the distance agreement is concluded, the text of these general conditions may be made available to the consumer by electronic means in such a way that it can be easily stored by the consumer on a durable data carrier. If this is not reasonably possible, it will indicate before the agreement is concluded remotely where the

terms and conditions can be communicated by electronic means and that they will be sent by electronic means 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 mutandem and the consumer may, in the event of conflicting conditions, always invoke the applicable provision which is most favourable to him.

#### Article 4 - The offer

1. If an offer has a limited period of validity or is made under conditions, this shall be explicitly stated in the offer.
2. The offer contains a full and accurate description of the products offered, digital content and/or services. The description is sufficiently detailed to allow a good assessment of the offer by the consumer. If the entrepreneur uses images, they are a true representation of the products, services and/or digital content offered. Obvious mistakes or apparent errors in the offer do not bind the entrepreneur.
3. Each offer shall contain such information that it is clear to the consumer what the rights and obligations are attached to the acceptance of the offer.

#### Article 5 - The Agreement

1. The agreement shall be concluded, subject to paragraph 4, at the time of acceptance by the consumer of the offer and the fulfilment of the conditions laid down therein.
2. If the consumer has accepted the offer by electronic means, the trader shall immediately confirm by electronic means receipt of the acceptance of the offer. As long as the receipt of this acceptance has not been confirmed by the entrepreneur, the consumer may terminate the contract.
3. If the agreement is concluded electronically, the entrepreneur shall take appropriate technical and organisational measures to ensure the electronic transfer of data and ensure a secure web environment. If the consumer can pay electronically, the entrepreneur will comply with appropriate security measures.
4. The entrepreneur may, within legal frameworks, inform himself whether the consumer can meet his payment obligations, as well as all those facts and factors relevant to the responsible entry into the distance contract. If, on the basis of this examination, the economic operator has good grounds for not entering into the contract, he is entitled to refuse an order or application or to attach special conditions to the execution.
5. The economic operator shall, by the latest, provide the consumer with the following information, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable data carrier,
  - a. the visit 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 make use of the right of withdrawal or a clear notification of the exclusion of the right of withdrawal;
  - c. information on warranties and existing post-purchase service;
  - d. the price including all loads of product, service or digital content; to the extent applicable the cost of delivery; and the method of payment, delivery or implementation 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 form for revocation.
6. In the case of an expensive transaction, the provision in the previous paragraph shall apply only to the first delivery.

## Article 6 - Right of withdrawal

In the case of products:

1. The consumer may terminate an agreement relating to the purchase of a product for a minimum of 14 days without giving reasons. The entrepreneur may ask the consumer for the reason for withdrawal, but do not oblige them to give his reason(s).
2. The cooling-off period referred to in paragraph 1 shall take place on the day after the consumer, or a third party designated by the consumer, who is not the carrier, has received the product, or:
  - a. if the consumer has ordered several products in the same order: the day on which the consumer, or a third party he has designated, received the last product. The entrepreneur may, provided that he has clearly informed the consumer about this prior to the ordering process, refuse an order of several products with a different delivery time.
  - b. if the supply of a product consists of several consignments or components: the day on which the consumer, or a third party appointed by him, received the last consignment or the last part;
  - c. in the case of agreements for regular delivery of products for a specified period of time: the day on which the consumer, or a third party appointed by him, received the first product.

For services and digital content not provided on a material carrier:

3. The consumer may terminate a service agreement and an agreement for the supply of digital content which has not been delivered on a material carrier for at least 14 days without giving reasons. The entrepreneur may ask the consumer for the reason for withdrawal, but do not oblige them to give his reason(s).
4. The cooling-off period referred to in paragraph 3 shall take into place on the day following the conclusion of the agreement.

Extended cooling-off period for products, services and digital content not provided on a material medium when not informing about the right to withdraw:

5. If the trader has not provided the consumer with the legally required information on the right of withdrawal or the registration model form, the cooling-off period shall expire 12 months after the end of the original cooling-off period set in accordance with the previous members of this Article.
6. If the economic operator has provided the information referred to in the preceding paragraph to the consumer within 12 months of the date of effective date of the original cooling-off period, the cooling-off period shall expire 14 days after the day on which the consumer received such information.

## Article 7 - Consumer obligations during the cooling-off period

1. During the cooling-off period, the consumer will handle the product and packaging carefully. It will only extract or use the product to the extent necessary to determine the nature, characteristics and operation of the product. The starting point here is that the consumer is only allowed to handle and inspect the product as he should in a shop.

2. The consumer is only liable for the depreciation of the product resulting from a way of dealing with the product that goes beyond permitted in paragraph 1.
3. The consumer is not liable for the depreciation of the product if the entrepreneur has not provided him with all legally required information on the right of withdrawal before or at the conclusion of the contract.

#### Article 8 - Pursuit of the right of withdrawal by the consumer and its costs

1. If the consumer exercises his right of withdrawal, he shall notify the entrepreneur within the time limit of the question by means of the retraction model form or otherwise unambiguously.
2. As soon as possible, but within 14 days of the day following the notification referred to in paragraph 1, the consumer shall return the product or hand it over to (an authorised representative of) the entrepreneur. This does not have to be done if the entrepreneur has offered to pick up the product himself. In any event, the consumer has complied with the return period if he returns the product before the cooling-off period has expired.
3. The consumer shall return 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 burden of proof for the proper and timely exercise of the right of withdrawal lies with the consumer.
5. The consumer shall bear the direct cost of returning the product. If the entrepreneur has not reported that the consumer has to bear these costs or if the entrepreneur indicates that he is carrying the costs himself, the consumer does not have to bear the costs of return.
6. If the consumer withdraws after first expressly requesting that the provision of the service or the supply of gas, water or electricity not prepared for sale be completed in a limited volume or commences certain quantity during the cooling-off period, the consumer shall owe the entrepreneur an amount commensurate with that part of the undertaking fulfilled by the entrepreneur at the time of withdrawal. , compared to the full fulfilment of the commitment.
7. The consumer shall bear no costs for the performance of services or the supply of water, gas or electricity, which are not prepared for sale in a limited volume or quantity, or to supply district heating, if:
  - a. the entrepreneur has not provided the consumer with the legally required information on the right of withdrawal, the compensation for withdrawal or the registration model form, or;
  - b. the consumer has not explicitly requested the commencement of the service or supply of gas, water, electricity or district heating during the cooling-off period.
8. The consumer shall not bear any costs for the complete or partial supply of digital content not supplied on a material carrier, if:
  - a. he did not expressly agree to commence the fulfilment of the agreement before the end of the cooling-off period prior to its delivery;
  - b. he has not acknowledged losing his right of withdrawal in granting his consent; Or
  - c. the trader has failed to confirm this consumer's statement.
9. If the consumer exercises his right of withdrawal, all additional agreements are legally terminated.

#### Article 9 - Obligations of the entrepreneur in the case of withdrawal

1. If the trader makes the notification of withdrawal by the consumer in an electronic manner, he shall immediately send a receipt upon receipt of this notification.

2. The entrepreneur shall reimburse all consumer payments, including any delivery costs charged by the trader for the returned product, without delay but within 14 days of the day on which the consumer shall notify him of the withdrawal. Unless the entrepreneur offers to collect the product himself, he may wait to repay until he has received the product or until the consumer proves that he has returned the product, according to which time is earlier.
3. The trader shall use the same means of payment used by the consumer for reimbursement, unless the consumer agrees to another method. The refund is free of charge to the consumer.
4. If the consumer has chosen a more expensive method of delivery than the cheapest standard delivery, the entrepreneur does not have to pay back the additional costs for the more expensive method.

#### Article 10 - Exclusion of right of withdrawal

The entrepreneur may exclude the following products and services from the right of withdrawal, but only if the entrepreneur has clearly stated this at the time of the offer, at least in time for the conclusion of the contract:

1. Products or services whose price is tied to fluctuations in the financial market to which the entrepreneur has no influence and which may occur within the withdrawal period;
2. Agreements concluded during a public auction. A public auction means a sales method whereby products, digital content and/or services are offered by the entrepreneur to the consumer who is personally present or given the opportunity to be personally present at the auction, headed by an auctioneer, and where the successful bidder is obliged to purchase the products, digital content and/or services;
3. Service agreements, after full implementation of the service, but only if:
  - a. implementation began with the express prior consent of the consumer; And
  - b. the consumer has stated that he loses his right of withdrawal once the entrepreneur has fully implemented the contract;
4. Package holidays referred to in Article 7:500 BW and passenger transport agreements;
5. Accommodation provision services contracts, if the agreement provides for a certain date or period of implementation and other than for residential purposes, freight transport, car rental services and catering;
6. Agreements relating to leisure activities, if the agreement provides for a certain date or period of implementation thereof;
7. Products produced according to consumer specifications, which are not prefabricated and manufactured on the basis of an individual choice or consumer's decision, or which are clearly intended for a specific person;
8. Products that spoil quickly or have a limited shelf life;
9. Sealed products which are not suitable for return for reasons of health protection or hygiene and whose sealing has been broken after delivery;
10. Products which, by their very nature, are irrevocably mixed with other products after delivery;
11. Alcoholic beverages whose price has been agreed upon at the conclusion of the agreement, but whose supply can only take place after 30 days, and whose actual value depends on fluctuations in the market beyond the operator's control;
12. Sealed audio, video recordings and computer software, the sealing of which was broken after delivery;
13. Newspapers, magazines or magazines, with the exception of subscriptions to them;
14. The delivery of digital content other than on a material carrier, but only if:

- a. implementation began with the express prior consent of the consumer; And
- b. the consumer has stated that this will lose 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 offered shall not be increased, subject to price changes due to changes in VAT rates.
2. By way of derogation from the previous paragraph, the entrepreneur may offer products or services whose prices are tied to fluctuations in the financial market and which the entrepreneur has no influence on with variable prices. This commitment to fluctuations and the fact that any prices listed are target prices are indicated by the offer.
3. Price increases within 3 months of the conclusion of the agreement are only permitted if they are the result of legislation or provisions.
4. Price increases from 3 months after the conclusion of the agreement are only permitted if the entrepreneur has negotiated it and:
  - a. they are the result of legislation or provisions; Or
  - b. the consumer has the power to terminate the contract from the day on which the price increase starts.
5. The prices listed in the offer of products or services include VAT.

#### Article 12 - Compliance agreement and additional guarantee

1. The entrepreneur shall ensure that the products and/or services comply with the agreement, the specifications set out in the offer, the reasonable requirements of soundness and/or usability and the legal provisions and/or government regulations existing on the date of the conclusion of the contract. If agreed, the entrepreneur also insists that the product is suitable for other than normal use.
2. An additional guarantee provided by the entrepreneur, his subcontractor, manufacturer or importer shall never limit the legal rights and claims that the consumer may assert against the entrepreneur under the contract if the entrepreneur has failed to fulfil his part of the contract.
3. The additional guarantee means any undertaking by the entrepreneur, his subcontractor, importer or producer in which it grants to the consumer certain rights or claims which go beyond what is legally required in the event that he has failed to comply with his part of the contract.

#### Article 13 - Delivery and execution

1. The entrepreneur will take the utmost care when receiving and executing orders of products and in assessing requests for services.
2. As a place of delivery, the address that the consumer has made known to the entrepreneur applies.
3. Taking into account what is specified in Article 4 of these terms and conditions, the trader shall carry out accepted orders with competent urgency but not later than 30 days, unless another delivery period has been agreed. If delivery is delayed, or if an order cannot be executed or only partially executed, the consumer will receive a message no later than 30 days after placing the order. In that case, the consumer has the right to terminate the contract at no cost and the right to any damages.
4. After dissolution in accordance with the previous paragraph, the entrepreneur will immediately repay the amount paid by the consumer.

5. The risk of damage and/or disappearance of products rests with the entrepreneur until the time of delivery to the consumer or a pre-appointed representative and published to the entrepreneur, unless expressly otherwise agreed.

#### Article 14 - Duration transactions: duration, cancellation and renewal

##### Termination:

1. The consumer may terminate an indefinite contract which extends to the regular delivery of products (including electricity) or services, at any time subject to notice rules agreed to that end and a notice period of not more than one month.
2. The consumer may terminate an agreement entered into for a fixed period and which extends to the regular delivery of products (including electricity) or services, at any time by the end of the fixed period, subject to the agreed notice rules and a notice period of not more than one month.
3. The consumer may:
  - a. cancel at all times and are not limited to termination at a given time or during a given period;
  - b. at least cancel in the same way as they have been contracted by him;
  - c. always cancel with the same notice period as the entrepreneur has negotiated for himself.

##### Extension:

4. An agreement entered into for a fixed period of time which extends regularly to the delivery of products (including electricity) or services may not be tacitly renewed or renewed for a specified period.
5. By way of derogation from the previous paragraph, an agreement entered into for a fixed period and which extends regularly to the regular delivery of daily news, news and weekly newspapers and magazines may be tacitly renewed for a maximum period of three months if the consumer can terminate this extended contract by the end of the extension with a notice period of not more than one month.
6. An agreement entered into for a fixed period and which extends to the regular delivery of products or services may only be tacitly renewed indefinitely if the consumer is allowed to cancel at any time with a notice period of not more than one month. The notice period shall not exceed three months in the event that the agreement extends to the regular, but less than once per month, delivery of daily, news and weekly newspapers and magazines.
7. An agreement with limited duration to the regular delivery of daily, news and weekly magazines and magazines (proof or introductory subscription) is not tacitly continued and automatically ends after the end of the trial or introductory period.

##### Duration:

8. If an agreement has a duration of more than one year, the consumer may terminate the contract at any time with a notice period of not more than one month, unless reasonableness and fairness oppose termination before the end of the agreed duration.

#### Article 15 - Payment

1. To the extent that the agreement or additional conditions are not otherwise specified, the amounts due by the consumer shall be paid within 14 days of the start of the cooling-off period, or in the absence of a cooling-off period within 14 days of the conclusion of the

contract. In the case of an agreement to provide a service, this period shall begin on the day after the consumer has received confirmation of the contract.

2. When selling products to consumers, consumers should never be required to prepayment more than 50% in terms of terms and conditions. Where prepayment has been negotiated, the consumer cannot assert any right in respect of the execution of the relevant order or service(s) before the negotiated prepayment has taken place.
3. The consumer has a duty to report inaccuracies in payment details provided or disclosed to the entrepreneur without delay.
4. If the consumer does not fulfil his obligation to pay in good time, after being informed by the entrepreneur of the late payment and awarding the consumer a period of 14 days to comply with his payment obligations after the absence of payment within that 14-day period, he shall be liable for the statutory interest on the amount still due and the entrepreneur is entitled to charge the out-of-court collection costs incurred by him. These collection fees are maximum: 15% on outstanding amounts up to € 2,500,=; 10% over the following € 2,500,= and 5% over the next € 5,000,= with a minimum of € 40,=. The entrepreneur may deviate from these amounts and percentages for the benefit of the consumer.

#### Article 16 - Complaints scheme

1. The entrepreneur has a sufficiently disclosed complaints procedure and handles the complaint in accordance with this complaints procedure.
2. Complaints about the implementation of the contract must be submitted to the entrepreneur in full and clearly within a competent time after the consumer has identified the deficiencies.
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 foreseeable longer processing time, the entrepreneur replies within the 14-day period with a receipt notice and an indication when the consumer can expect a more detailed answer.
4. A complaint about a product, service or the service of the entrepreneur can also be made via a complaint form on the consumer page of the website of Thuiswinkel.org ([www.thuiswinkel.org](http://www.thuiswinkel.org)). The complaint is then sent both to the relevant entrepreneur and to Thuiswinkel.org.
5. The consumer must give the entrepreneur at least 4 weeks to resolve the complaint by mutual agreement. After this period, a dispute arises which is open to the dispute settlement.

#### Article 17 - Disputes

1. Only Dutch law applies to agreements between the entrepreneur and the consumer to which these terms and conditions relate.
2. Disputes between the consumer and the entrepreneur concerning the establishment or implementation of agreements relating to products or services supplied by that entrepreneur may be referred, taking into account the following, both by the consumer and the entrepreneur to the Home Shop Disputes Committee, Postbus 90600, 2509 LP in The Hague ([www.sgc.nl](http://www.sgc.nl)).
3. A dispute is dealt with by the Disputes Committee only if the consumer has first submitted his complaint to the entrepreneur within a competent time.
4. If the complaint does not lead to a solution, the dispute must be referred to the Disputes Committee not later than 12 months after the date on which the consumer complained to the entrepreneur, in writing or in another form to be determined by the Commission.

5. If the consumer wishes to refer a dispute to the Disputes Committee, the entrepreneur is bound by this choice. Preferably, the consumer first reports this to the entrepreneur.
6. If the economic operator wishes to refer a dispute to the Disputes Committee, the consumer will have to say in writing, within five weeks of a request made in writing by the entrepreneur, whether he wishes to do so or to have the dispute heard by the competent court. If the trader does not perceive the choice of the consumer within the five-week period, the entrepreneur is entitled to present the dispute to the competent court.
7. The Disputes Committee shall rule under the conditions laid down in the Rules of the Disputes Committee ([www.degeschillencommissie.nl/over-ons/de-commissies/2404/thuiswinkel](http://www.degeschillencommissie.nl/over-ons/de-commissies/2404/thuiswinkel)). The decisions of the Disputes Committee shall be taken by way of binding advice.
8. The Disputes Committee will not deal with a dispute or cease treatment if the trader has been granted suspension of payment, has become in a state of bankruptcy or has effectively terminated his business, before a dispute has been heard by the committee at the hearing and a final ruling has been handed down.
9. If, in addition to the Disputes Committee, Thuiswinkel.org another recognised or distance Dispute Commission (SGC) Or the Financial Services Complaints Commission (Kifid) is competent, disputes concerning mainly the method of distance selling or service shall be the Disputes Committee Thuiswinkel.org preferably competent. For all other disputes the other recognised disputes committee affiliated with SGC or Kifid.

#### Article 18 - Industry Guarantee

1. Thuiswinkel.org guarantees compliance with the binding opinions of the Disputes Committee Thuiswinkel.org by its members, unless the member decides to submit the binding opinion to the court for review within two months of its dispatch. This guarantee shall be revived if the binding opinion has been maintained after review by the court and the judgment proving it has gone into force. Up to a maximum of €10,000 per binding opinion, this amount will be paid to the consumer by Thuiswinkel.org. For amounts greater than €10,000, per binding opinion, €10,000 is paid. For the superior, Thuiswinkel.org has an effort obligation to ensure that the member complies with the binding opinion.
2. For the purposes of this guarantee, it is necessary that the consumer makes a written appeal to Thuiswinkel.org and that he transfers his claim to the entrepreneur to Thuiswinkel.org. If the claim against the entrepreneur exceeds €10,000,-, the consumer is offered his claim insofar as it exceeds the amount of €10,000, to transfer to Thuiswinkel.org, after which that organisation will seek its payment in its own name and costs in court for satisfaction to the consumer.

#### Article 19 - Additional or derogation provisions

Additional provisions or derogating from these terms and conditions may not be to the detriment of the consumer and must be laid down 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 - Amendment of Thuiswinkel.org Terms and Conditions

1. Thuiswinkel.org will not change these terms and conditions beyond in consultation with the Consumers' Association.
2. Amendments to these conditions shall apply only after they have been published appropriately, provided that, in the case of appropriate changes during the term of an offer, the most favourable provision for consumers will prevail.

Thuiswinkel.org  
[www.thuiswinkel.org](http://www.thuiswinkel.org)  
Horaplantsoen 20, 6717 LT Ede  
Postbus 7001, 6710 CB Ede

## Appendix I: Model withdrawal form

### Model withdrawal form

(only complete and return this form if you want to withdraw from the contract)

- To: ReplaceYourLamp.co.uk  
Zuidergracht 21-20, 3763 LS, Soest, The Netherlands;  
E-mail address: info@replaceyourlamp.co.uk

- I hereby inform you that I am revoking our agreement regarding the following\*;

the sale of the following products: [designation product] \*

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

the provision of the following service: [designation of service] \*

Ordered on \* / received on \* [order date with services or receipt with products]

- [Name of consumer(s)]

- [Consumer(s) address]

- [Consumer(s) signature] (only if this form is submitted on paper)

\* Cross out what does not apply or fill in what applies.