

These General Conditions of the Dutch Thuiswinkel (Home Shops) Organisation are created in cooperation with the Consumentenbond (Consumers Union) in the framework of the Coördinatiegroep Zelfreguleringsoverleg (Coordination Group of Consulting and Self Regulation) of the Social Economic Council and are effective since January 1st 2009.

Article 1 - Definitions

In these conditions there are the following definitions:

1. **Entrepreneur:** a lawful person who offers and sells products and/or services to consumers in a remote way;
2. **Consumer:** a private person which does not act on behalf of a profession or company and concludes a remote agreement with the entrepreneur;
3. **Remote agreement:** this is a contract in which the entrepreneur created a system which offers products or services, up to the conclusion of contracts in which one or more techniques are used for remote communication;
4. **Technique for remote communication:** a tool that can be used to conclude an agreement or contract, without consumer and entrepreneur being present at the same moment or in the same place.
5. **Time for reconsideration:** the term in which the consumer has the legal right to retract the agreement, which was made in a remote way;
6. **Right to retract:** the possibility for the consumer to retract, within the legal time for consideration, the agreement which was made in a remote way;
7. **Day:** Calendar day;
8. **Long term transaction:** a remote made agreement, which is a contract for a series of products or services, in which the delivery or off take of goods is spread over a period of time;
9. **Durable carrier of data:** every means which gives consumer and entrepreneur the possibility for safe storage of personal information which is sent, in a manner that it is possible to consult and reproduce the unaltered stored data.

Article 2 - Identity of the entrepreneur

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Article 3 – Applicability

1. These general conditions are applicable to any offer given by the entrepreneur, and to any concluded agreement between consumer and entrepreneur, made in a remote way.
2. Before the remote agreement between consumer and entrepreneur will be concluded, the text and content of the general conditions will be presented to consumer. If this is not possible, within reason, the consumer has to request the entrepreneur to receive the general conditions from entrepreneur by any means, free of costs, before the agreement will be concluded.

Article 4 – The offer

1. If an offer has a limited validity or is offered under specific conditions, this will be mentioned in the presentation of the offer.
2. The offer includes a complete and detailed description of presented products and/or services. The quality of the presentation of the offer, will give the consumer adequate information to evaluate the offer. If the entrepreneur is using graphics or photos, they have to be a truthful reflection of the offered products and/or services. Apparent mistakes or errors in the offer, are not binding for the entrepreneur.

3. Each offer includes such information, so that the consumer is acquainted with his duties and rights, connected to the acceptance of the offer. This includes in particular:
 - the price, including taxes;
 - costs for delivery to consumer;
 - the actions in which the agreement is concluded, and which procedures are needed for this conclusion;
 - the conditions for the right to retract the concluded agreement;
 - the way of payment, exportation of the goods or execution of the agreement;
 - the terms of acceptance of the offer, if not the terms of the offer of the price;
 - the rate of the fee charged for communication on long distance, if the costs are claimed for usage of long distance communication by techniques, are charged on a basis not in connection with a normal basic fee.
 - If the agreement following its conclusion is stored or filed, how the consumer is able to have insight into this information;
 - The way in which the consumer, before the conclusion of the agreement, is informed on not willingly actions made by consumer, as well as how to correct these unwillingly made actions made by the consumer, before the agreement is concluded;
 - If available, to present in other languages, besides English, these General Conditions which are presented to conclude an agreement;
 - The code of conduct the entrepreneur entitled himself to obey and the way in which the consumer can consult these codes of conduct, electronically, and
 - The minimal range of time of a remote agreement, in those cases of an agreement in which a continuous or periodical delivery of goods and/or services are concluded.

Article 5 – The agreement

1. The agreement is valid, except in those conditions as mentioned in sub 4 of this article, from the moment of acceptance by the consumer of the offer and the fulfilment of the requested conditions.
2. If the consumer accepts the offer by an electronic way, the entrepreneur confirms as soon as possible, via an electronic way, the acceptance of the offer. As long as the confirmation of acceptance of the offer is not finalised by entrepreneur, the consumer has the right to undo the agreement.
3. If the agreement is made in an electronic way, the entrepreneur is responsible for proper technical and organisational conditions for security of the electronically transmitted data (HTTPS) and will take care for a safe website environment. If the consumer has the possibility to pay in an electronic way, the entrepreneur will take proper safety measurements and procedures.
4. The entrepreneur has the right – within legal framework – to inform and update himself if consumer is able to fulfil his obligation of payment, as well as all necessary information in regards to the concluded agreement. If the entrepreneur, based on this investigation, has good reasons not to fulfil the concluded agreement, he is entitled to refuse an agreement, or to set special conditions for the execution of the agreement.
5. The entrepreneur will submit to the product or service, performed for the consumer, the following information, either in writing or in any other means, that the consumer has the possibility to store or safe this information permanently on a data carrier:
 - a. the address of the company, where the consumer can direct a complaint;
 - b. the conditions in which and on what way the consumer can apply his right to retract the agreement, and a clear statement in which the consumer is excluded of the right to retract.
 - c. information of existing service and guarantee, after concluding the agreement.

- d. the presented conditions in article 4 sub 3 of this General Condition document, unless the entrepreneur submitted these details to the consumer before the actual conclusion of the agreement.
 - e. the demands of resignation of the agreement, when the agreement is lasting longer than one year, or is set for indefinite time.
6. If the entrepreneur is obliged to the delivery of a series of products or services, the condition of the previous article is only valid for the first delivery.

Article 6 – Right of retraction for delivered products

1. The consumer has the right to retract the concluded agreement of purchased products, without reasons given, within a period of seven days. This term is set from the day of reception of the product, by or on behalf of the consumer.
2. During this term of seven days, the consumer will take care for a proper and careful handling of the product and its wrapping. The consumer will unwrap the product only in this way to recognize or to judge that the consumer wants to keep the product. If consumer wants to perform his right of retraction, the product included with all its accessories – as far as reasonably possible - will be returned to entrepreneur in the original state and wrapping, conformed by the entrepreneur and given realistic and clear instructions.

Article 7 – Costs in case of right of retraction

1. If consumer wants to perform his right of retraction, at most the costs of returning will be on account of the consumer.
2. If the consumer already made a payment for the product, the entrepreneur will refund this payment as soon as possible, although at most within a period of thirty days after cancellation or reception of the product by the entrepreneur.

Article 8 – Exclusion of right of retraction

1. If the consumer does not possess a right of retraction, the right of exclusion can only be obtained by entrepreneur if this was clearly stated in the offer of the product, although on time before concluding the agreement.
2. Exclusion of the right of retraction is only possible for products:
 - a. manufactured by the entrepreneur according the request and specifications given by the consumer;
 - b. who have a personal disposition;
 - c. who by their nature are not able to be send back;
 - d. who have a tendency to spoil or become obsolete;
 - e. from which the price of the product is bound to changes on the financial market, upon which the entrepreneur does not have influence;
 - f. as papers and magazines;
 - g. as audio- and video-recordings and computer software from which consumer has broken the protection seal.
3. Exclusion of the right of retraction is only possible for services:
 - a. concerning accommodation, travel, catering, restaurant, recreation, performed on a specific date or within a definite period of time;
 - b. in which the delivery started before the time of right of retraction has passed, with explicit permission of the consumer;
 - c. concerning bets and lotteries.

Article 9 – The price

1. During the time in which the offer was presented within the time of validation, the offered prices and/or services will not be raised, unless there are changes made by government in the VAT rate.

2. In deflection to the above sub 2, the entrepreneur can offer specific products and/or services with variable prices, due to changes of the financial markets, in which entrepreneur does not have any influence.
3. Price increase within three months after the settlement of the agreement, are only permitted when they are caused by legal adjustment and ascertainment.
4. Price increase after three months following the settlement of the agreement, are only permitted when they are stipulated by the entrepreneur, and:
 - o a. are caused by legal adjustment and ascertainment; or
 - o b. the consumer is allowed to terminate the agreement on the day of the increase of the prices.
5. In the offer announced, prices or services are VAT inclusive.

Article 10 – Conformity and Guarantee

1. The entrepreneur stands for the fact that products and/or services require the agreement, as well as in the offer mentioned specifications, up to a reasonable demand of durability and/or usability and the legal requirements and/or ascertainment on the realization of the date of agreement.
2. A by the entrepreneur, manufacturer or importer presented arrangement of guarantee, will not diminish rights and claims of the consumer in case of shortcoming in the fulfilment of the duties of the entrepreneur towards the consumer which he can obtain on legal grounds and/or a remote agreement.

Article 11 – Delivery and performance

1. The entrepreneur will perform, as much as possible, care in reception and the performance of an order of products and judgement of requests of giving services.
2. As delivery address is the address given by consumer to the company of entrepreneur.
3. Taking in consideration what is proclaimed in article 4 of these General Conditions, the company that accepted the order will deliver within thirty days with competent expedition, unless there is an agreement on prolonged delivery time. In these circumstances that the delivery is delayed, or if a delivery will not be carried out or partly performed, the consumer receives at the most after one month, after placing the order, an announcement of delay. The consumer has in this case the legal right to undo the agreement without any further costs and is entitled to receive possible compensation.
4. In cases of dissolution of an agreement, conform previous subsection, the entrepreneur will refund the amount of payment, paid by consumer, as soon as possible, yet within a period of thirty days of the date of dissolution.
5. If the delivery of an ordered product seems to be impossible, the entrepreneur will do all the effort to give the availability of an replaced article. At the latest at the moment of delivery there will be in a clear and comprehensible way declared that a replaced article will be delivered. For a replaced article the right of retraction can not be excluded. The costs of returning are on the account of the entrepreneur.
6. The risk of damage and/or missing of products rest in the hands of the entrepreneur, until the moment of delivery at the consumers address, unless there is an explicit agreement on this.

Article 12 – Long term transactions

1. Consumer has the right to terminate an indefinite in time agreement, any time, with observance of the agreed regulation of termination and termination period, at the most one month in time.
2. An agreement for a definite period of time has a maximum term of two years. If it is agreed on that by reticence of consumer the remote agreement will be prolonged, then this agreement will continue as an agreement for an indefinite time and the termination period of the agreement will be at the most one month in time.

Article 13 - Payment

1. If not agreed on in a later time, the consumer is entitled to fulfil the indebted payment within a period of fourteen days, after the delivery of products and in the case of an agreement on provided services, within fourteen days after the agreed on performances took place.
2. The General Conditions may never contain an article in which more than 50% prepayment is stipulated for the selling of products to the consumer. If prepayment is stipulated, the consumer does not have any right concerning the performance of the order in case of services, before the stipulated prepayment has taken place.
3. The consumer has the duty to inform the entrepreneur in case of submission of incorrect details concerning information of payment.
4. In case of being in default of payment of the consumer towards the entrepreneur, the entrepreneur has the right, unless legal limitations, to claim reasonable expenses from the consumer, if announced ahead.

Article 14 – Regulation of complaints

1. The entrepreneur has the availability of a, clearly presented, procedure of complaints and manages the complaint in accordance to this procedure of complaints.
2. Complaints concerning the performance of the agreement, have to be submitted to entrepreneur within a proper time, fully and clearly describing the nature of the complaint, after the consumer discovered the defects.
3. The complaints will be replied within 14 days, counting from the day of reception by the entrepreneur. If it is foreseen that the reply of the complaint will need a longer time of responding, the entrepreneur will reply within 14 days to announce the reception of the complaint and will give an estimation of time in which the consumer could expect a more elaborated answer.

Article 15 - Applicable right and dispute

1. Our agreements are by preclude committed to the laws of The Netherlands.
2. In general, in arbitrary circumstances the Dutch judge is competent. Landipress.com keeps the right to serve a subpoena on the consumers' general chair.
3. Parties will only appeal to the court, after they did their utmost effort to solve the controversy among themselves.

Article 16 – Additional or aberrant definitions

Additional or aberrant conditions of these General Conditions may not be in disadvantage of consumer and has to be recorded in written way, or in such an accessible way for the consumer, to be downloaded and stored on a data recorder.