

General Terms and Conditions of the Student Association for Students

Article 1 - Definitions

For the purpose of these General Terms and Conditions (hereafter referred to as 'the Conditions'), the terms below are defined as follows:

Agreement: a distance agreement contracted between the student association and the student as part of an organised system for distance sales of products, digital content and/or services, where one or more technologies for distance communications are used, solely or in addition to other means of communication, up to and including the contracting of the agreement;

Cancellation form: the European model cancellation form included in Appendix I of these Conditions;

Cancellation right: the possibility for the Student to cancel the distance agreement within the cooling-off period;

Conditions: these General Terms and Conditions between the Student Association and the Student;

Cooling-off period: the 14 days after the product is received, during which, as a Student, you may exercise your cancellation right;

Permanent data carrier: The tools, including email, that enable the Student to save information addressed to him or her personally in a manner that allows future viewing or use for a period tailored to the purpose for which the information is intended, and that makes unaltered reproduction of that saved information possible;

Student: a natural person who does not act for purposes relating to their trading, business, official or professional activities and who is a member of the Student Association;

Student Association: the association related to a course of education or study programme and which offers course materials in its web shop for the membership contributions of its members, the Students.

Article 2 - Applicability

1. These General Terms and Conditions apply to every offer of the Student Association and to every agreement contracted between the Student Association and the Student.
2. Before the agreement is contracted, the text of these Conditions is made available to the Student in a manner that enables the Student to save them easily on a permanent data carrier or the Student is notified of where these Conditions can be viewed.

Article 3 - Offers

1. If an offer has a limited term of validity or is made subject to conditions, this will be clearly stated with the offer.
2. The offer contains a description of the products, digital content and/or services offered in a manner that enables a good assessment of the offer by the Student. The Student Association is not bound by apparent omissions or apparent errors in the offer.

Article 4 - The agreement

1. The agreement is contracted at the moment the order is placed. The Student Association will immediately confirm receipt of the acceptance of the offer, by electronic means.
2. The Student Association will make efforts to take appropriate technical and organisational measures to secure the electronic transfer of data and to create a safe web environment.
3. Within the legal frameworks, the Student Association may gather information on whether the Student is able to meet

his or her payment obligations, as well as on all facts and factors of importance for responsible contracting of the agreement at a distance. If the Student Association has good grounds not to contract the agreement on the basis of this investigation, it has the right to reject an order or request, stating its reasons, or to attach special conditions to its execution.

Article 5 – Cancellation rights

1. During a cooling-off period of 14 days, Students may dissolve an agreement concerning the purchase of a product without stating their reasons.
2. If the Student makes use of his or her cancellation rights, he or she must report this during the cooling-off period, using the model cancellation form (as attached to these Conditions) or must notify the Student Association of this by other explicit means.
3. As soon as possible, and in any event within 14 days of that date following the notice referred to in paragraph 1, the Student will return the product or hand it to (an authorised representative of) the Student Association. This is not necessary if the Student Association has offered to collect the product itself.
4. The Student bears the direct costs of returning the product.
5. The Student returns the product with all accessories delivered, in the original condition and packaging if possible and in compliance with reasonable and clear instructions issued by the Student Association.
6. The risk and the burden of proof of correct and timely exercise of the recall right rest with the Student.

Article 6 - Obligations during the cooling-off period

1. During the cooling-off period, the Student must treat the product and the packaging with care. He or she will unpack or use the product only to the extent necessary to determine the nature, features and operation of the product. The principle here is that the Student may use and inspect the product only to the extent that would be permitted in a retail outlet.
2. The Student is liable for any reduction in the value of the product resulting from a manner of handling the product that goes beyond what is permitted by paragraph 1.

Article 8 - Obligations on cancellation

1. The Student Association refunds the Student's payments, including any delivery costs charged by the Student Association for the returned product, immediately and in any event within 14 days of the date on which the Student notifies it of the cancellation.

Article 9 - Exclusion of cancellation rights

1. The Student Association may exclude cancellation rights for certain products and services. This is stated with the offer in the web shop, in good time prior to the contracting of the agreement. This applies for products including the following:
 - a. Products that, by their nature, will be irrevocably mixed with other products after delivery;
 - b. Sealed audio or video recordings and computer software, the seal of which is broken after delivery;
 - c. Newspapers or magazines, with the exception of subscriptions to these;

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- d. The delivery of digital content other than on a material carrier, but only if:
1. the execution has commenced with the explicit prior consent of the Student; and
 2. the Student has declared that he or she loses his or her cancellation rights as a result of this.

Article 10 - The price

1. During the term of validity referred to in the offer, the prices of the offered products and/or services will not be increased, subject to price changes as a result of changes in statutory schemes.
2. The prices in the offer of products or services are shown inclusive of VAT.

Article 11 - Compliance with the agreement

1. The Student Association guarantees that the products comply with the agreement, the specifications shown in the offer, the reasonable requirements of soundness and/or usability and the statutory provisions and/or government regulations in force on the date of the contracting of the agreement.
2. The risk of damage and/or loss of products is borne by the Student Association until the moment of delivery to the Student or to a representative designated and notified to the Student Association in advance.
3. All liability of the Student Association to the Student is limited to the reduction in the value of the amount of the purchase, as provided elsewhere in the Conditions, in full.

Article 12 - Delivery and service provision

1. Deliveries will be made for as long as stocks last.
2. The ownership of the delivered products transfers to the Student after the amount due has been paid. The risk of the products transfers to the Student at the time of delivery.
3. The Student Association observes due care in taking receipt of and executing orders.
4. The address that the Student has given to the Student Association serves as the delivery location.
5. The Student ensures that the Student Association is notified in a timely manner of his or her correct address, email address, mobile telephone number, payment details and any changes to these.
6. The Student Association executes accepted orders with appropriate speed and in any event within 30 days, unless a different lead time has been agreed. If delivery is delayed, or if the order cannot be executed, or can only be executed in

part, the Student will receive notice of this within 30 days of the placement of the order.

Article 13 - Payment

1. The amounts owed by the Student must be paid within 14 days of the commencement of the cooling-off period or, in the absence of a cooling-off period, within 14 days of the contracting of the agreement, unless pre-payment has been agreed by the Student Association and the Student.
2. The Student will ensure that the Student Association is notified as soon as possible of any inaccuracies in payment data provided or reported.
3. If the Student fails to pay on time, the Student Association will send the Student a warning notice, setting a reasonable term within which payment can still be made. If no payment is then received, the Student Association may charge the out-of-court collection costs that it incurs. These collection costs amount to a maximum of: 15% for outstanding amounts up to €2,500; 10% of the following €2,500 and 5% of the following €5000, with a minimum of €40.

Article 14 - Complaints procedure

1. The Student Association regards good service provision as very important. If you are not satisfied, please let us know. We will then do our best to find an appropriate solution for you. You can contact us via the contact information on the Student Association website.
2. Complaints concerning the implementation of an agreement within a reasonable time after the Student detected the defects must be fully and clearly described and submitted to the Student Association.
3. In principle, we will respond to complaints that we receive within 14 days of receipt. If more time is needed to process your complaint, you will receive your confirmation of receipt, showing the term within which you can expect a substantive response from us.

Article 15 - Disputes

1. The agreements between the Student Association and the Student to which these General Terms and Conditions apply are governed solely by Dutch law.
2. All disputes arising between the parties in relation to the agreement or agreements resulting from it shall be filed with the competent court in the Amsterdam court district.

Version: 15 February 2019

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Appendix I: Model cancellation form

(complete and return this form only if you wish to cancel the agreement)

- To: Student Association

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info@....

- This is to advise you that I/we* wish to cancel our agreement concerning

the sale of the following products: [indication of product]*

the delivery of the following digital content: [indication of digital content]*

the performance of the following service:

[indication of service]*
- Ordered on*/received on* [date of order, for services, or date of receipt, for products]
- [Name(s) of Student(s)]
- [Address(es) of Student(s)]
- [Signature(s) of Student(s)] (only if this form is submitted on paper)

* Delete whichever does not apply or enter what does apply.