

Terms and Conditions Moofit B.V. (B2C)

Table of contents:

- Article 1 – Definitions
- Article 2 – Identity of the company
- Article 3 – Applicability
- Article 4 – The offer
- Article 5 – The agreement
- Article 6 – Right of withdrawal
- Article 7 – Obligations of the consumer during the cooling-off period
- Article 8 – Exercise of the right of withdrawal by the consumer and costs thereof
- Article 9 – Obligations of the entrepreneur in the event of withdrawal
- Article 10 – Exclusion of the right of withdrawal
- Article 11 – The price
- Article 12 – Compliance and additional warranty
- Article 13 – Delivery and execution
- Article 14 – Force majeure
- Article 15 – Liability and Indemnifications
- Article 16 – Payment
- Article 17 – Complaints procedure
- Article 18 – Disputes
- Article 19 – Amendment of general terms and conditions
- Article 20 – Additional or different provisions

Article 1 – Definitions

For the purposes of these conditions:

1. **Additional agreement:** an agreement whereby the consumer acquires products, digital content and/or services in connection with a distance contract and these goods, 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. **Reflection period:** the period within which the consumer can make use of his right of withdrawal.
3. **Consumer:** the natural person who does not act for purposes related to his trade, business, craft or professional activity.
4. **Day:** calendar day.
5. **Duration agreement:** an agreement that extends to the regular delivery of goods, services and/or digital content for a certain period of time.
6. **Durable medium:** any tool – including e-mail – that enables the consumer or entrepreneur to store information that is addressed to him personally in a way that allows future consultation or use for a period that is tailored to the purpose for which the information is intended, and that allows unaltered reproduction of the stored information.
7. **Right of withdrawal:** the possibility of the consumer to waive the distance contract within the cooling-off period.
8. **Entrepreneur:** the natural or legal person who offers products, (access to) digital content and/or services to consumers remotely.
9. **Distance contract:** an agreement concluded between the entrepreneur and the consumer within the framework of an organized system for distance selling of products, digital content and/or services, whereby up to and including the conclusion of the agreement exclusive or co-use is made of one or more techniques for distance communication.
10. **Model withdrawal form:** the European model withdrawal form set out in Annex I to these conditions. Annex I need not be made available if the consumer does not have a right of withdrawal in respect of his order.
11. **Technology for distance communication:** means that can be used for concluding an agreement, without the consumer and entrepreneur having to meet simultaneously in the same room.
12. **Force majeure:** a situation in which the fulfilment of a contractual obligation becomes impossible as a result of an event that falls outside the control of (one of the) parties.

Article 2 – Identity of the company

Moofit B.V. (to be further mentioned: iQQuip®)
Leitswei 10
8401 CL, Gorredijk, the Netherlands
T: +31 513 46 33 22 or +31 620 970243, available from Monday to Friday from 8.30 to 12.00 and from 13.00 to 17.00
E: management@iqquip.com
Chamber of Commerce number: 84531649
VAT number: NL863247441B01

Article 3 – Applicability

1. These general terms and conditions apply to every offer made by the entrepreneur and to every distance contract concluded between the entrepreneur and the consumer.
2. Before the distance contract is concluded, the text of these general terms and conditions will be made available to the consumer. If this is not reasonably possible, the entrepreneur will indicate before the distance contract is concluded how the general terms and conditions can be seen at the entrepreneur and that they will be sent free of charge by electronic means as soon as possible at the request of the consumer.
3. If the distance contract is concluded electronically, by way of derogation from the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions can be made available to the consumer electronically in such a way that it can be easily stored by the consumer on a durable medium. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general terms and conditions can be read electronically and that they will be sent free of charge at the request of the consumer by electronic means or otherwise.
4. In the event that specific product or service conditions apply in addition to these general terms and conditions, the second and third paragraphs shall apply mutatis mutandis and the consumer may always invoke the applicable provision that is most favourable to him in the event of conflicting conditions.

Article 4 – The offer

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

Article 5 – The agreement

1. The agreement is concluded, subject to the provisions of 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 entrepreneur immediately confirms the receipt of the acceptance of the offer by electronic means. As long as the receipt of this acceptance has not been confirmed by the entrepreneur, the consumer can terminate the agreement.
3. If the agreement is concluded electronically, the entrepreneur takes appropriate technical and organizational measures to secure the electronic transfer of data and ensures a secure web environment. If the consumer can pay electronically, the entrepreneur will observe appropriate security measures for this purpose.
4. The entrepreneur can inform himself within legal frameworks – whether the consumer can meet his payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the distance contract. If, on the basis of this investigation, the entrepreneur has good reasons not to enter into the agreement, he is entitled to refuse an order or request or to attach special conditions to the execution.
5. At the latest upon delivery of the product or service to the consumer, the entrepreneur will send 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 medium:
 6. the visiting address of the establishment of the entrepreneur where the consumer can go with complaints;
 7. the conditions under which and the way in which the consumer can exercise the right of withdrawal, or a clear notification about the exclusion of the right of withdrawal;
 8. the information about warranties and existing after-purchase service;
 9. the price including all taxes on the product, service or digital content; where applicable, the cost of delivery; and the method of payment, delivery or performance of the distance contract;

10. the requirements for termination of the agreement if the agreement has a duration of more than one year or is of indefinite duration;
11. if the consumer has a right of withdrawal, the model withdrawal form;
12. In the case of a duration transaction, the provision in the previous paragraph applies only to the first delivery;
13. The entrepreneur reserves the right to change the agreement, the resulting costs will be charged to the consumer.

Article 6 – Right of withdrawal

For products:

1. The consumer can terminate an agreement with regard to the purchase of a product during a cooling-off period of at least 14 days without giving reasons. The entrepreneur may ask the consumer about the reason for withdrawal, but not oblige him to state his reason(s).
2. The cooling-off period referred to in paragraph 1 shall start on the day after the consumer, or a third party designated in advance by the consumer, who is not the carrier, has received the product, or:
3. if the consumer has ordered several products in the same order: the day on which the consumer, or a third party designated by him, has 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;
4. if the delivery of a product consists of several shipments or parts: the day on which the consumer, or a third party designated by him, has received the last shipment or the last part;
5. in the case of contracts for regular delivery of products during a certain period: the day on which the consumer, or a third party designated by him, has received the first product.

Article 7 – Obligations of the consumer during the cooling-off period

1. During the cooling-off period, the consumer will handle the product and packaging with care. It will only unpack 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 may only handle and inspect the product as he would be allowed to do in a store.
2. The consumer is only liable for depreciation of the product that is the result of a way of handling the product that goes beyond what is 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 about the right of withdrawal before or at the conclusion of the agreement.

Article 8 – Exercise of the right of withdrawal by the consumer and costs thereof

1. If the consumer makes use of his right of withdrawal, he reports this in writing (for example by using the model withdrawal form) within the cooling-off period of 14 days and unambiguously to the entrepreneur. If electronic via order@iqquip.com.
2. As soon as possible, but within 14 days from the day following the notification referred to in paragraph 1, the consumer will return the product, or hand it over to (an authorised representative of) the entrepreneur. This is not necessary if the entrepreneur has offered to collect the product himself. In any case, the consumer has observed the return period if he returns the product before the cooling-off period has expired.
3. The consumer returns the product with all supplied accessories, 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 correct and timely exercise of the right of withdrawal lies with the consumer.
5. The consumer bears 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 to bear the costs himself, the consumer does not have to bear the costs for returning the costs.
6. If the consumer makes use of his right of withdrawal, all additional agreements will be terminated by operation of law.

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

1. If the entrepreneur makes the notification of withdrawal by the consumer electronically possible, he will immediately send an acknowledgement of receipt after receipt of this notification.
2. The entrepreneur reimburses all payments made by the consumer, excluding the initial delivery costs but 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 informs 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 uses the same means of payment that the consumer has used for reimbursement, unless the consumer agrees to another method. The refund is free of charge for the consumer.

Article 10 – Exclusion of the right of withdrawal

The entrepreneur can exclude the following products and services from the right of withdrawal, but only if the entrepreneur clearly does so in the offer, at least in time for the conclusion of the agreement, has stated:

1. Service agreements, after full performance of the service, but only if:
 - the execution has started with the express prior consent of the consumer; and
 - the consumer has stated that he loses his right of withdrawal as soon as the entrepreneur has fully executed the agreement;
2. Products manufactured according to the consumer's specifications, which are not prefabricated, and which are manufactured on the basis of an individual choice or decision of the consumer, or which are clearly intended for a specific person;
3. Sealed products which, for reasons of health protection or hygiene, are not suitable for return and whose seal has been broken after delivery.

Article 11 – The price

1. During the period of validity stated in the offer, the prices of the products and/or services offered will not be increased, except for price changes due to changes in VAT rates.
2. By way of derogation from the previous paragraph, the entrepreneur can offer products or services whose prices are subject to fluctuations in the financial market and over which the entrepreneur has no influence, with variable prices. This link to fluctuations and the fact that any prices quoted are target prices are stated in the offer.
3. Price increases within 3 months after the conclusion of the agreement are only permitted if they are the result of legal regulations or provisions.
4. Price increases from 3 months after the conclusion of the agreement are only allowed if the entrepreneur has stipulated this and:
 - these are the result of legal regulations or provisions; or
 - the consumer has the power to terminate the agreement from the day on which the price increase takes effect.
5. The prices mentioned in the offer of products or services are exclusive of VAT, but the VAT surcharge is explicitly stated.

Article 12 – Compliance with the agreement and additional guarantee

1. The entrepreneur guarantees that the products and/or services comply with the agreement, the specifications stated 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 agreement. If agreed in writing, the entrepreneur also guarantees that the product is suitable for other than normal use.
2. An additional guarantee provided by the entrepreneur, his supplier, manufacturer or importer never limits the legal rights and claims that the consumer can assert against the entrepreneur under the agreement if the entrepreneur has failed to fulfil his part of the agreement.
3. An additional guarantee means any obligation of the entrepreneur, his supplier, importer or producer in which he grants the consumer certain rights or claims that go beyond what he is legally obliged to do in the event that he has failed to fulfil his part of the agreement.

Article 13 – Delivery and execution

1. The entrepreneur will take the utmost care when receiving and executing orders for products and when assessing requests for the provision of services.
2. The place of delivery is the address that the consumer has made known to the entrepreneur, costs that arise from incorrectly stated address information are entirely at the expense of the consumer
3. Subject to what is stated in article 4 of these general terms and conditions, the entrepreneur will execute accepted orders expeditiously but no later than within 30 days, unless a different delivery period has been agreed. If the delivery is delayed, or if an order cannot or only partially be executed, the consumer will receive notice of this no later than 30 days after he has placed the order. In that case, the consumer has the right to dissolve the agreement without costs and is entitled to any compensation.
4. After dissolution in accordance with the previous paragraph, the entrepreneur will immediately refund the amount that the consumer has paid.
5. The risk of damage and/or loss of products rests with the entrepreneur until the moment of delivery to the consumer or a pre-designated and announced representative to the entrepreneur, unless explicitly agreed otherwise.

Article 14 - Force majeure

1. The Entrepreneur is not obliged to fulfil any obligation towards the consumer if he is prevented from doing so as a result of a circumstance that is not due to fault, and is not for his account under the law, a legal act or generally accepted opinions.

2. Force majeure in these general terms and conditions means, in addition to what is understood in the law and jurisprudence, all external causes, foreseen or not foreseen, on which the Entrepreneur cannot exert influence, but which makes the entrepreneur unable to fulfil his obligations. This includes strikes in the business of the entrepreneur or of third parties. The Entrepreneur also has the right to invoke force majeure if the circumstance that prevents (further) fulfilment of the agreement occurs after the entrepreneur should have fulfilled his obligation.
3. During the period that the force majeure continues, the entrepreneur can suspend the obligations under the agreement. If this period lasts longer than two months, then each of the parties is entitled to dissolve the agreement, without obligation to compensate the other party for damage.
4. For as many entrepreneurs at the time of the occurrence of force majeure, his obligations under the agreement have already been partially fulfilled or will be able to fulfil them, and the part fulfilled or to be fulfilled has independent value, the entrepreneur is entitled to invoice the part already fulfilled or to be fulfilled separately. The consumer is obliged to pay this invoice as if it were a separate agreement.

Article 15 – Liability and Indemnifications

1. Entrepreneur is not liable for damage of the consumer that arises because the consumer has not provided the entrepreneur with any, incorrect or incomplete documents or information, or because these have not been delivered on time. This includes the situation that the entrepreneur is not able to deposit the annual accounts with the Chamber of Commerce within the legal period as a result of an act or omission (on the part) of the consumer.
2. Entrepreneur is not liable for indirect damage, including lost profits, missed savings, damage due to business stagnation and other consequential damage or indirect damage that is the result of the entrepreneur not performing, not on time or not performing properly.
3. The liability of the entrepreneur is limited to the compensation of the direct damage that is the direct result of a (coherent series of) attributable shortcoming(s) in the execution of the order. This liability for direct damage is limited to the amount that according to the liability insurer of the entrepreneur is paid out for the relevant case, plus any excess to be borne by the entrepreneur under the insurance. Direct damage is understood – among other things – to mean the reasonable costs incurred to determine the cause and extent of the damage; the reasonable costs incurred in order for the performance of the entrepreneur to comply with the Agreement and the reasonable costs incurred to prevent or limit the damage.
4. If, for whatever reason, the liability insurer does not pay out – as referred to in paragraph 3 of this article – the liability of the entrepreneur is limited to the amount of the fee charged for the execution of the order. If the contract is a duration agreement with a duration of more than one (1) year, the aforementioned amount shall be set at once the amount of the fee charged to the consumer in the 12 months preceding the occurrence of the damage. Under no circumstances will the total compensation for the damage under this paragraph exceed the invoice amount per attributable shortcoming, unless the parties – given the extent of the order or the risks associated with the order – see reason to deviate from this maximum when entering into the agreement.
5. A coherent series of attributable shortcomings counts as one (1) attributable shortcoming.
6. The limitations of liability contained in this article do not apply if and insofar as there is intent or deliberate recklessness on the part of the entrepreneur or its management.
7. Consumer is obliged to take damage mitigation measures. the entrepreneur has the right to undo or limit the damage by repairing or improving the work performed.
8. The consumer indemnifies the entrepreneur against claims from third parties for damage caused by the consumer not providing the entrepreneur with any incorrect or incomplete documents and/or information.
9. The Consumer indemnifies the entrepreneur against claims of third parties (including employees of the entrepreneur and third parties engaged by the entrepreneur) who suffer damage in connection with the execution of the order, which damage is the result of the actions or omissions of the consumer or of unsafe situations in his company or organization.
10. The provisions of paragraphs 1 to 9 of this article relate to both the contractual and the extra-contractual liability of the entrepreneur towards the consumer.

Article 16 – Payment

1. Unless otherwise stipulated in the agreement or additional conditions, the amounts owed by the consumer must be paid within 14 days after the start of the cooling-off period, or in the absence of a cooling-off period within 14 days after the conclusion of the agreement. In the event of an agreement to provide a service, this period starts on the day after the consumer has received the confirmation of the agreement.
2. When selling products to consumers, the consumer may never be obliged to pay in advance of more than 50% in general terms and conditions. If prepayment is stipulated, the consumer cannot assert any right with regard to the execution of the order or service(s) in question, before the stipulated prepayment has taken place.
3. The consumer has the obligation to report inaccuracies in the payment details provided or stated to the entrepreneur without delay.
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 given the consumer a period of 14 days to still meet his payment obligations, after the failure to pay within this 14-day period, the statutory interest is due on the amount still owed and the entrepreneur is entitled to charge the extrajudicial collection costs incurred by him. These collection costs are maximum: 15% on outstanding amounts up to € 2,500. - 10% on the following € 2,500. - and 5% on the next € 5,000. - with a minimum of € 40. -. The entrepreneur may deviate from the aforementioned amounts and percentages for the benefit of the consumer.

Article 17 – Complaints procedure

1. The entrepreneur has a sufficiently publicized complaints procedure and handles the complaint in accordance with this complaints procedure.
2. Complaints resulting from improper or misuse of the equipment are excluded.
3. Complaints about the execution of the agreement must be submitted fully and clearly described to the entrepreneur via service@iqquip.com within a competent time after the consumer has found the defects.
4. Complaints submitted to the entrepreneur will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the entrepreneur will respond within the period of 14 days with a message of receipt and an indication when the consumer can expect a more detailed answer.
5. The consumer must give the entrepreneur at least 4 weeks to resolve the complaint by mutual agreement.

Article 18 – Disputes

1. Only Dutch law applies to agreements between the entrepreneur and the consumer to which these general terms and conditions apply. Agreements and/or actions are deemed to have been concluded or executed in the Netherlands.

Article 19 – Amendment of general terms and conditions

1. Entrepreneur reserves the right to change these General Terms and Conditions. Amendments shall also apply to agreements already concluded, subject to a period of 30 days after publication of the amendments.
2. In case of changes, the entrepreneur will inform the consumer of these changes as soon as possible, via email. Non-substantive changes can be made without further notice.
3. If the consumer does not agree with a change, he will inform the entrepreneur in writing within 2 weeks. Entrepreneur can reconsider the change. If the entrepreneur decides not to withdraw the change, the consumer can terminate the agreement until the date on which the change takes effect.

Article 20 – Additional or different provisions

Additional or different provisions from these general terms and conditions may not be to the detriment of the consumer and must be recorded in writing than in such a way that they can be stored by the consumer in an accessible manner on a durable medium.

Model form for withdrawal of Moofit BV

(fill out and return this form only when you wish to revoke the agreement)

To: Moofit B.V.
Attn. Order Processing Department
Leitswei 10
8401 CL, Gorredijk
The Netherlands
E-mail: order@iqquip.com

I hereby inform you that I have an agreement on the sale of the following products and/or services

[product designation] *

[service designation] * that I revoke.

- Ordered on*/received on* [date of order with services or receipt of products]
- Order number
- [Consumer name]
- [Consumer address (Street-house number-possible addition, postcode, city, country)]
- [Consumer signature] (only when this form is submitted on paper)

* Delete what does not apply or fill in what applies.