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General Terms and Conditions

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Article 1 - Definitions

In these terms and conditions, the following apply:

1. **Additional agreement:** an agreement whereby the consumer acquires products, digital content and/or services in connection with a distance agreement and these goods, digital content and/or services by the entrepreneur are supplied or by a third party on the basis of an agreement between that third party and the entrepreneur;
2. **Withdrawal 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. **Digital content:** data that is produced and delivered in digital form;
6. **Duration agreement:** an agreement that extends to the regular delivery of goods, services and/or digital content during a certain period;
7. **Sustainable data carrier:** any tool - including e-mail - that enables the consumer or entrepreneur to store information that is addressed to them personally in a way that future consultation or use during a period that is geared to the purpose for which the information is intended and which allows unaltered reproduction of the stored information;
8. **Right of withdrawal:** the ability of the consumer to cancel the distance agreement within the cooling-off period;
9. **Entrepreneur:** the natural or legal person who offers products, (access to) digital content and/or services to consumers remotely;
10. **Distance agreement:** 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 exclusively or partly use is made of one or more techniques for distance communication;
11. **Model form for cancellation:** the European model form for cancellation included in Appendix I of these terms and conditions;
12. **Technology for distance communication:** means that it can be used to conclude an agreement, without the consumer and entrepreneur having come together in the same room at the same time.

Article 2 - Identification of the entrepreneur

Name: Jay Hill

Address: Osloweg 105

Telephone number: 088 - 145 1499

Opening hours: Monday to Friday 9:00 am - 5:30 pm

E-mail: info@jayhill.nl

Chamber of Commerce number: 66430968

VAT identification number: NL.8565.49.976.B01

Article 3 - Applicability

1. These general terms and conditions apply to every offer from the entrepreneur and to every distance agreement concluded between the entrepreneur and the consumer.
2. Before concluding a distance contract, the text of these general terms and conditions is made available to the consumer. If this is not reasonably possible, the entrepreneur shall indicate before the distance agreement is concluded, how the general terms and conditions can be viewed, and that they will be sent free of charge as soon as possible at the request of the consumer.
3. If the distance contract is concluded electronically, contrary to the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions may be made available to the consumer electronically in such a way that it is the consumer can be stored in a simple way on a durable data carrier. If this is not reasonably possible, it will be indicated before the distance contract is concluded where the general terms and conditions can be read electronically and that they will be sent free of charge electronically or otherwise at the request of the consumer.
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 accordingly, and in the event of contradictory terms and conditions, the consumer may always appeal to the applicable provision that is most favourable to them.

Article 4 - The offer

1. If an offer is of limited duration or if certain conditions apply, this will be explicitly stated in the offer.
2. The offer contains a complete and accurate description of the products, digital content, and/or services offered. The description is sufficiently detailed to enable a proper 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 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 accepting the offer.

Article 5 - The contract

1. The contract is subject to the provisions of paragraph 4, concluded at the time the consumer accepts the offer and meets the corresponding conditions.
2. If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm receipt of the acceptance of the offer electronically. As long as the entrepreneur has not confirmed receipt of this contract, the consumer can terminate the agreement.

3. If the contract is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to secure the electronic transfer of data and they will ensure a safe web environment. If the consumer can pay electronically, the entrepreneur will take appropriate security measures.
4. The entrepreneur can - within the law - inform themselves if the consumer can meet their payment obligations, as well as of all those facts and factors that are important for a sound conclusion of the distance contract. If on the basis of this investigation the entrepreneur has good reasons not to enter into the contract, they are entitled to refuse an order or request or to attach special conditions to the implementation.
5. The entrepreneur will send the following information to the consumer at the latest on delivery of the product, service or digital content, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable medium:
 - the visiting address of the establishment of the entrepreneur where the consumer can go with complaints;
 - the conditions under which and the way in which the consumer can exercise the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
 - the information about guarantees and existing service after purchase;
 - the price including all taxes of the product, service or digital content; where applicable, the costs of delivery; and the method of payment, delivery or implementation of the distance contract;
 - the requirements for canceling the agreement if the contract has a duration of more than one year or is of indefinite duration;
 - if the consumer has a right of withdrawal, the model form for withdrawal.
6. In the case of an extended transaction, the provision in the previous paragraph applies only to the first delivery.

Article 6 - Right of withdrawal

For products:

1. The consumer can terminate an agreement regarding the purchase of a product during a cooling-off period of at least 30 days without giving reasons. The entrepreneur may ask the consumer about the reason for withdrawal, but not oblige them to state their reason(s).
2. The cooling-off period referred to in paragraph 1 starts 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;
 - If the consumer has several products in the same order ordered: the day on which the consumer, or a third party designated by them, has received the last product. The entrepreneur may provided that they have clearly informed the consumer prior to

the ordering process, refuse an order for several products with a different delivery time.

- if the delivery of a product consists of several shipments or parts: the day on which the consumer, or a third party designated by them, has received the last shipment or part;

For agreements for the regular delivery of products during a certain period: the day on which the consumer, or a third party designated by them, has received the first product.

For services and digital content that is not supplied on a tangible medium:

3. The consumer can terminate a service agreement and an agreement for the delivery of digital content that is not delivered on a tangible medium for a minimum of 30 days without giving reasons. The entrepreneur may ask the consumer about the reason for withdrawal, but not oblige them to state their reason(s).
4. The reflection period referred to in paragraph 3 starts on the day following the conclusion of the agreement.

Extended cooling-off period for products, services, and digital content that is not supplied on a tangible medium of withdrawal is not informed:

5. If the entrepreneur has not provided the consumer with the legally required information about the right of cancellation or the model form for cancellation, the cooling-off period ends 12 months after the end of the original cooling-off period determined in accordance with the preceding 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 starting date of the original cooling-off period, the cooling-off period expires 30 days after the day on which the consumer received that information.

Article 7 - Consumer's obligations during the reflection period

1. During the cooling-off period, the consumer will handle the product and the packaging with care. They will only unpack or use the product to the extent that is necessary to determine the nature, characteristics, and operation of the product. The basic principle here is that the consumer may only handle and inspect the product as they 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 depreciation of the product if the entrepreneur has not provided all legally required information about the right of withdrawal before or at the conclusion of the agreement.

Article 8 - Exercising the consumer's right of withdrawal and the costs

1. If the consumer exercises their right of withdrawal, they must report this within the cooling-off period by means of the model withdrawal form or in another unambiguous manner to the entrepreneur.
2. As soon as possible, but within 30 days from the day following the notification referred to in paragraph 1, the consumer returns the product or hands it to (an agent of) the entrepreneur. This is not necessary if the entrepreneur has offered to collect the product themselves. The consumer has, in any case, observed the return period if they return the product before the cooling-off period has expired.
3. The consumer returns the product with all accessories supplied, if reasonably possible in its 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 lie 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 themselves, the consumer does not have to bear the costs for return.
6. If the consumer withdraws after having first explicitly requested that the performance of a service or the supply of gas, water or electricity having not been made ready for sale not be started in a limited volume or given quantity during the period of reflection, the Consumer shall pay the Entrepreneur an amount that is equal to the part of the obligation already performed at the time of withdrawal as compared with the full compliance of the
7. The consumer does not bear any costs for the performance of services or the supply of water, gas or electricity, which are not made ready for sale in a limited volume or quantity, or for the supply of district heating, if:
 - the entrepreneur has not provided the consumer with the statutorily required information about the right of withdrawal, the compensation of costs in case of withdrawal or the standard form for withdrawal, or;
 - the consumer did not explicitly request the start of the performance of the service or supply of gas, water, electricity, or district heating during the cooling-off period.
8. The consumer does not bear any costs for the full or partial delivery of digital content not supplied on a tangible medium, if;
 - They have not explicitly agreed prior to its delivery to commence compliance with the contract before the end of the reflection time;
 - They have not acknowledged that they have lost their right of withdrawal when granting their permission; or
 - the entrepreneur has failed to confirm this statement from the consumer.
9. If the consumer exercises their right of withdrawal, all additional agreements will be dissolved by operation of law.M

Article 9 - Entrepreneur's obligation in case of withdrawal

1. If the entrepreneur makes it possible for the consumer to withdraw electronically, they will immediately send a confirmation of receipt 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 cancellation. Unless the entrepreneur offers to collect the product himself, they may wait to pay back until they have received the product or until the consumer demonstrates that they have sent back the product, whichever occurs first.
3. The entrepreneur uses the same payment method that the consumer used for reimbursement unless the consumer agrees to a different method. The reimbursement is free of charge for the consumer.
4. If the consumer has opted for 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 the 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 in the offer, or at least in time for the conclusion of the agreement:

1. Products or services for which the price is fixed is subject to fluctuations in the financial market over 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 in which products, digital content and/or services are offered by the entrepreneur to the consumer who is present in person or who is given the opportunity to be present in person at the auction, under the direction of an auctioneer, and in which the successful bidder is obliged to purchase the products, digital content and/or services;
3. Service contracts, after full performance of the service, but only if;
 - the performance started with the consumer's explicit prior consent; and
 - the consumer stated that they will lose their right of withdrawal as soon as the entrepreneur has fully performed the agreement.
4. Service contracts for the provision of accommodation, if a specific date or period of execution is provided for in the contract and other than for residential purposes, goods transport, car rental services, and catering;
5. Agreements related to leisure activities, if a specific date or period of execution is provided for in the agreement;
6. 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;
7. Products that spoil quickly or have a limited shelf-life;

8. Sealed products that for reasons of health protection or hygiene are not suitable for being returned and of which the seal has been broken after delivery;
9. Products that are irrevocably mixed with other products after delivery due to their nature;
10. Alcoholic beverages the price of which was agreed at the conclusion of 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 entrepreneur has no influence;
11. Sealed audio, video recordings, and computer software, the seal of which has been broken after delivery;
12. Newspapers, periodicals or magazines, with the exception of subscriptions to them;
13. The delivery of digital content other than on a physical carrier, but only if:
 - the performance was started with the Consumer's explicit prior consent; and
 - the consumer stated that they will lose their right of withdrawal by doing so

Article 11 - The price

1. During the validity period stated in the offer, the prices of the products and/or services offered are not increased, subject to price changes as a result of changes in VAT rates.
2. Contrary to the previous paragraph, the entrepreneur can offer products or services with variable prices that are subject to fluctuations in the financial market and over which the entrepreneur has no influence. This link to fluctuations and the fact that any stated prices are target prices are stated in the offer.
3. Price increases within 3 months after the conclusion of the contract are only permitted if they are the result of statutory regulations or provisions.
4. Price increases from 3 months after the conclusion of the contract are only permitted if the entrepreneur has stipulated this and:
 - these are the result of statutory regulations or provisions; or
 - the consumer has the authority to cancel the contract with effect from the day on which the price increase takes effect.
5. The prices stated in the range of products or services include VAT.

Article 12 - Compliance and extra guarantee

1. The entrepreneur that the products and/or services comply with the contract, the specifications stated in the offer, the reasonable requirements of usability and/or reliability, and with the existing statutory provisions and/or government regulations on the day the contract was concluded. If agreed, the Entrepreneur also guarantees that the product is suitable for other than normal use.
2. An additional guarantee provided by the trader, their supplier, manufacturer, or importer never limits the legal rights and claims that the consumer can assert

against the trader on the basis of the agreement if the trader has failed to fulfill their part of the contract.

3. An additional guarantee is understood to mean any obligation of the entrepreneur, their supplier, importer or producer in which they grant the consumer certain rights or claims that go beyond what is legally required in the event that they have failed to fulfill their part of the agreement.

Article 13 - Delivery and execution

1. The entrepreneur will take the greatest possible care when receiving and implementing 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.
3. Taking into account what is stated about this in Article 4 of these general terms and conditions, the entrepreneur will execute accepted orders with due speed but at the latest 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 be notified of this no later than 30 days after they have placed the order. In that case, the consumer has the right to terminate the contract 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 representative designated in advance and made known to the entrepreneur unless explicitly agreed otherwise.

Article 14 - Continuing performance contract: duration, termination, and extension

Cancelation:

1. The consumer can at all times terminate a contract that has been entered into for an indefinite period of time and that extends to the regular delivery of products (including electricity) or services, with due observance of the relevant provisions agreed cancellation rules and a cancellation period of at most one month.
2. The consumer can at all times terminate a contract that has been entered into for a definite period and that extends to the regular delivery of products (including electricity) or services with due observance of the agreed termination rules and a cancellation period of one month at most.
3. The consumer can cancel the agreements mentioned in the previous paragraphs:
 - cancel at any time and are not limited to cancellation at a certain time or in a certain period;
 - cancel at least in the same way as they are entered into by them;

- always cancel with the same cancellation period as the entrepreneur has stipulated for themselves.

Extension:

5. An agreement that has been entered into for a definite period of time and that extends to the regular delivery of products (including electricity) or services, may not be automatically extended or renewed for a specific duration.
6. Contrary to the previous paragraph, a contract that has been entered into for a definite period of time and that extends to the regular delivery of dailies, news and weekly newspapers and magazines may be tacitly renewed for a specific duration of a maximum of three months, if the consumer extended this, they can terminate the agreement by the end of the extension with a notice period of at most one month.
7. An agreement that has been entered into for a definite period and that extends to the regular delivery of products or services may only be tacitly extended for an indefinite period if the consumer may cancel at any time with a notice period of one month at most. The notice period is at most three months if the agreement extends to the regular, but less than once a month, delivery of dailies, news, and weekly newspapers and magazines.
8. An agreement with a limited duration for the regular delivery of daily newspapers, news, and weekly newspapers and magazines (trial or introductory subscription) is not automatically continued and tacitly ends after the trial or introductory period.

Duration:

5. If an agreement has a duration of more than one year, the consumer may cancel the contract at any time after one year with a cancellation period of at most one month, unless reasonableness and fairness preclude cancellation before the end of the agreed duration.

Article 15 - Payment

1. Unless otherwise specified in the contract or additional conditions, the amounts owed by the consumer must be paid within 30 days after the commencement of the reflection period, or in the absence of a reflection period within 30 days after the conclusion of the contract. In the case of a contract to provide a service, this period commences on the day after the consumer has received the confirmation of the contract.
2. When selling products to consumers, the general terms and conditions may never oblige the consumer to pay more than 50% in advance. When advance payment is stipulated, the consumer cannot assert any rights regarding the execution of the relevant order or service(s), before the advance payment has been made.
3. The consumer has the duty to immediately report inaccuracies in payment data provided or specified to the entrepreneur.

4. If the consumer does not meet his payment obligation(s) in time, this is, after they have been informed by the entrepreneur of the late payment and the entrepreneur has granted the consumer a period of 30 days to still meet their payment obligations, after payment has not been made within this 14-day period, the statutory interest is due on the amount still due and the entrepreneur is entitled to charge the extrajudicial collection costs incurred by them. These collection costs amount to a maximum of:

- - 15% on outstanding amounts up to € 2,500;
- - 10% over the following € 2,500 and
- - 5% over the following € 5,000 with a minimum of € 40.
- If you opt for payment in arrears, you must pay the amount to Billink BV (hereinafter: "Billink") within the specified payment period. All rights under the claim have been transferred by us to Billink, who will take care of the collection of the claim. Your data will be tested and registered by or on behalf of Billink, this data can be used for, among other things, the collection of outstanding claims, marketing purposes, data verification and the testing of orders in the implementation of the acceptance policy of organizations affiliated with Billink and/or clients. Billink reserves the right to refuse the customer's request for payment on account. The payment term used is a strict deadline. In the event of late payment, the customer is therefore in default without notice of default and Billink is entitled to charge monthly statutory commercial interest from the due date of the invoice (whereby part of a month is considered to be a whole month). Billink is furthermore entitled to charge the customer extrajudicial collection costs based on the law. In the case of business customers, Billink is also entitled to charge reminder and reminder costs to the customer, without prejudice to Billink's right to charge the customer for the actual costs incurred if they were allowed to exceed the calculated amount. These costs amount to a minimum of 15% of the principal with a minimum of 40 euros for consumers and 75 euros for companies. Billink is also entitled to transfer the claim to a third party. What has been determined in relation to Billink in the foregoing will in that case also transfer to the third party to whom the claim has been transferred.

Article 16 - Complaints procedure

1. The entrepreneur has well-publicized complaints and deals with complaints under this procedure.
2. Complaints about the implementation of the agreement must be submitted fully and clearly described to the entrepreneur within a reasonable time after the consumer has found the defects.

3. Complaints submitted to the entrepreneur will be answered within a period of 30 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the entrepreneur will respond within a period of 30 days with a message of receipt 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 submitted via a complaint form.
5. If the complaint cannot be resolved by mutual agreement within a reasonable period or within 3 months after submitting the complaint a dispute that is subject to the dispute settlement.

Article 17 - Disputes

1. Dutch law applies exclusively to agreements between the entrepreneur and the consumer to which these general terms and conditions apply.
2. Disputes between the consumer and the entrepreneur regarding the conclusion or implementation of contracts with regard to products and services to be supplied or supplied by this entrepreneur, may, subject to the provisions below, be submitted by both the consumer and the entrepreneur to the Webshop Disputes Committee, PO Box 90600, 2509 LP in The Hague (www.sgc.nl). (Geschillencommissie Webshop)
3. A dispute will only be processed by the Disputes Committee if the consumer has first submitted their complaint to the entrepreneur within a reasonable period of time.
4. No later than twelve months after the dispute has arisen, the dispute must be submitted in writing to the Disputes Committee.
5. If the consumer wants to submit a dispute to the Disputes Committee, the entrepreneur is bound by this choice. If the entrepreneur wants to do so, the consumer must, within five weeks of a written request thereto by the entrepreneur, have to pronounce in writing whether they also wish to do so or wants the dispute dealt with by the competent court. If the entrepreneur does not hear of the consumer's choice within the five-week period, the entrepreneur is entitled to submit the dispute to the competent court.
6. The Disputes Committee makes a decision under the conditions as laid down in the Regulations of the Disputes Committee (<http://www.degeschillencommissie.nl/over-ons/de-commissies/2701/webshop>). The decisions of the Disputes Committee are made by means of binding advice.
7. The Disputes Committee will not deal with a dispute or cease the treatment if the entrepreneur has been granted a moratorium, has become bankrupt or has actually terminated their business activities, before a dispute has been dealt with by the committee at the hearing and a final judgment has been given.
8. If, in addition to the Webshop Disputes Committee, another recognized or affiliated with the Foundation for Consumer Complaints Committees (SGC) or the Financial Services Complaints Institute (Kifid), the Disputes Committee is preferable for disputes concerning mainly the method of selling or providing

remote services competently. For all other disputes, the other accredited disputes committee affiliated with SGC or Kifid.

Article 18 - Sector guarantee

1. Additional or deviating provisions 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 in an accessible manner on a durable medium.

Article 19 - Additional or varying provisions

1. Changes to these terms and conditions are only effective after they have been published in the appropriate manner, on the understanding that in the event of applicable changes during the term of an offer, the provision that is most favorable to the consumer will prevail.

Article 20 - Information on online dispute resolution

1. The EU Commission provides a platform for online dispute resolutions (ODR) which can be accessed at <https://ec.europa.eu/consumers/odr/>. This platform serves as a contact point for out-of-court settlement of disputes arising from online sales or service contracts in which a consumer is involved. We are ready to participate in extra-judicial dispute settlement proceedings before a consumer dispute resolution body.