

GENERAL TERMS AND CONDITIONS FOR E-COMMERCE

for agreements concluded via our online webshop

ARTICLE 1 – DEFINITIONS

The following definitions apply in these conditions:

1. *WSJB*: Wooden Shoe Jetboats, located Dorpsstraat 23, 3238BA, Zwartewaal, Netherlands. Registered with the Chamber of Commerce under number: 92384641.
2. *Client*: A person or company with whom WSJB has concluded a distance contract.
3. *Consumer*: a natural person who concludes a distance contract with WSJB. This consumer does not conclude the agreement in the name of his profession or company, but in a personal capacity.
4. *Customer*: A client or consumer, as described under 2 and 3.
5. *Parties* : WSJB and the customer, as described under 1 and 4.
6. *Distance agreement* : an agreement that is concluded without the parties coming together, for example using electronic means.
7. *Electronic means* : by e-mail or website, webshop, telephone, etc.

ARTICLE 2 – APPLICABILITY OF THESE TERMS AND CONDITIONS

1. These conditions apply to every offer from WSJB to the customer and to every agreement concluded remotely between WSJB and the customer.
2. Before the distance contract is concluded, WSJB will provide a copy of these general terms and conditions to the customer, electronically or otherwise. These general terms and conditions are also available on request from WSJB, or can be downloaded via the WSJB website.

ARTICLE 3 - OFFER/QUOTATION

1. WSJB provides a complete and accurate description of the products and/or services offered in its offering. This description is sufficiently detailed for the customer to properly assess the offer. Images used by WSJB provide a true representation of the products and/or services offered. If there are obvious mistakes or errors in the offer, WSJB is not bound by them.
2. All images, drawings, data regarding weights, dimensions, colors, etc. are approximate only. Deviations from reality cannot give rise to compensation and/or dissolution.
3. If an offer has a limited period of validity or is only valid under certain conditions, WSJB will explicitly state this in the offer.

ARTICLE 4 – AGREEMENT

1. Subject to the provisions of paragraph 4 of this article, an agreement exists as soon as the customer accepts WSJB's offer and meets the associated conditions.
2. If the customer accepts the offer electronically, WSJB will send a confirmation electronically to the customer. As long as this confirmation has not yet been sent, the customer can still terminate the agreement.
3. In order to conclude the agreement electronically, WSJB has taken appropriate technical and organizational measures to secure the transfer of data, through a secure web environment. In addition, WSJB has taken appropriate security measures so that customers can pay safely electronically.
4. WSJB has the right, within the legal frameworks, to check whether the customer can meet his payment obligations. WSJB may also obtain information about all facts and factors that are important for responsibly entering into a distance contract. If, based on this investigation, WSJB has good reasons not to enter into the agreement, WSJB may refuse an order or request or attach special conditions to the execution. WSJB will always motivate this first.
5. WSJB will send the following information to the customer no later than upon delivery of the product or service:
 - the contact details of WSJB where the customer can go with complaints.
 - for consumers, the conditions under which the customer can exercise the right of withdrawal and the manner in which he can do so. If the right of withdrawal does not apply, WSJB will explicitly report this.
 - if the customer has a right of withdrawal: the model withdrawal form. WSJB sends this information in writing or in such a way that the customer can easily store the information on a durable data carrier.

This model form can also be downloaded from the WSJB website.

- information about after-sales service and warranties

6. If WSJB has committed to supplying a range of products or services, it only needs to send the information referred to in paragraph 5 upon the first delivery.

ARTICLE 5 - RIGHT OF WITHDRAWAL

This article applies exclusively to agreements with consumers.

When delivering products:

1. After purchasing a product, the consumer has the right to terminate the agreement within 14 days without giving reasons. This period, the reflection period, starts on the day after the consumer, or someone else on his behalf, has received the product. There are 2 exceptions to this:
 - a. If the consumer has ordered multiple products at the same time, the reflection period starts on the day on which the consumer, or someone else on his behalf, has received the last product. WSJB may refuse an order for multiple products with different delivery times. WSJB may only do this if it has clearly informed the consumer about this before the ordering process.
 - b. If the delivery of a product consists of several shipments or parts, the cooling-off period starts on the day on which the consumer, or someone else on his behalf, has received the last shipment or part.

When providing services:

2. If the consumer has entered into an agreement for the delivery of a service, he has a minimum of 14 days' right to terminate this agreement without giving reasons. This period, the cooling-off period, starts on the day after the consumer has concluded the agreement.
3. To exercise his right of withdrawal, the consumer must follow the instructions provided by WSJB with the offer and/or at the latest upon delivery. These must be reasonable and clear instructions.

Extended reflection period if not informed about the right of withdrawal:

4. If WSJB has not provided the consumer with the legally required information about the right of withdrawal or the model withdrawal form, the consumer will be given an extended reflection period. This reflection period ends 12 months after the end of the original reflection period. The length of the original reflection period is determined in paragraphs 1 and 2 of this article.
5. If WSJB provides the legally required information about the right of withdrawal to the consumer within 12 months after the commencement date of the original cooling-off period, the cooling-off period will end 14 days after the day on which the consumer received the information.

ARTICLE 6 - OBLIGATIONS OF THE CONSUMER DURING THE REFLECTION PERIOD

This article applies exclusively to agreements with consumers.

1. During the reflection period, the consumer must handle the product and packaging with care. He may 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 treats and views the product in the same way as he would in a store.
2. If the value of the product has decreased during the cooling-off period, the consumer is only liable for this if the decrease in value has arisen because the consumer has handled the product less carefully as described in paragraph 1.
3. The consumer is not liable for depreciation of the product if WSJB has not provided him with all legally required information about the right of withdrawal before or at the time of concluding the agreement.

ARTICLE 7 - USE OF THE RIGHT OF WITHDRAWAL AND ITS COSTS

This article applies exclusively to agreements with consumers.

1. If the consumer exercises his right of withdrawal, he must report this to WSJB within the cooling-off period. He does this by means of the model withdrawal form or in another explicit way.
2. After the consumer has made the notification referred to in paragraph 1, he will return the product as soon as possible or hand it over to (an authorized representative of) WSJB. He will in any case do this within 14 days after the day of the notification. He does not have to return the product if WSJB has offered to collect the product himself.
3. The consumer returns the product with all accessories supplied and, if reasonably possible, in the original condition and packaging. He follows the instructions given by WSJB. Those instructions must be reasonable and clear.

4. If there are doubts about the correct and timely exercise of the right of withdrawal, it is up to the consumer to demonstrate that he complies with the rules. The risk and the burden of proof for this lie with him.
5. The direct costs for returning the product are borne by the consumer. The condition is that WSJB has reported this to the consumer in advance. If WSJB has not done so or has indicated that it will bear the costs itself, the consumer does not have to pay these costs.
6. If the consumer has entered into an agreement for the provision of a service, he can ask WSJB to start this service or delivery during the cooling-off period. If the consumer has done this and subsequently revokes the agreement, he must pay WSJB an amount. This amount is proportional to the part of the service or delivery that WSJB has realized at the time of the withdrawal, compared to the total service or delivery agreed in the agreement.
7. The payment obligation under paragraph 6 does not apply:
 - a. if WSJB has not provided the consumer with the legally required information about the right of withdrawal and the associated costs or the model form for withdrawal; or
 - b. if the consumer has not expressly asked WSJB to start carrying out the service during the cooling-off period.
8. If the consumer has entered into an agreement for the supply of digital content that is not provided on a tangible medium, WSJB can start delivering this content during the cooling-off period. If the consumer revokes the agreement after delivery has started, he must pay WSJB an amount for the content delivered at that time. The consumer does not have to pay this amount if:
 - a. he has not given WSJB express permission before delivery to start delivery during the cooling-off period; or
 - b. he has not expressly stated that by granting the aforementioned consent he loses his right of withdrawal; or
 - c. WSJB has failed to confirm the consumer's waiver of his right of withdrawal.
9. If the consumer exercises his right of withdrawal, all additional agreements will be dissolved by operation of law.

ARTICLE 8 - OBLIGATIONS OF WSJB IN THE EVENT OF WITHDRAWAL

This article applies exclusively to agreements with consumers.

1. If the consumer informs WSJB electronically that he is withdrawing from the agreement, WSJB will send a confirmation of receipt to the consumer immediately after receiving this notification.
2. In the event of withdrawal, WSJB will reimburse all payments made by the consumer, including any delivery costs charged by WSJB for the returned product. He shall pay this compensation immediately, but in any case within 14 days after the day on which the consumer notified the withdrawal. WSJB may wait with reimbursement until it has received the product or until the consumer has demonstrated that he has returned the product, whichever is the earlier. This does not apply if WSJB has offered to collect the product itself.
3. WSJB will use the same payment method as the consumer used for the refund, unless the consumer agrees to another method. The refund is free of charge for the consumer.
4. If the consumer has opted for a more expensive delivery method than the cheapest standard delivery, WSJB does not have to reimburse the additional costs for the more expensive method.

ARTICLE 9 - EXCLUSION OF RIGHT OF WITHDRAWAL

This article applies exclusively to agreements with consumers.

WSJB may exclude the following products and services from the right of withdrawal, but only if it has clearly stated this in the offer, and in any case in a timely manner before concluding the agreement:

1. Products or services whose price is subject to fluctuations in the financial market, over which WSJB has no influence and which may occur within the withdrawal period.
2. Agreements for services, after these services have been fully performed. WSJB may only exclude these services from the right of withdrawal if:
 - a. the performance has started with the express prior consent of the consumer; and
 - B. the consumer has stated that he loses his right of withdrawal as soon as WSJB has fully executed the agreement.
3. Custom-made items and/or manufactured to the consumer's wishes, items made to order, cut-to-length/custom-made items such as hoses, cables, cordage and other custom-ordered or made items are excluded from the right of withdrawal.

4. Sealed products that are not suitable for return due to health protection or hygiene and of which the seal has been broken after delivery.
5. Products that, by their nature, are irrevocably mixed with other products after delivery.

ARTICLE 10 - PRICE

1. Within the validity period stated in the offer, WSJB may not increase the prices of the products and/or services offered. However, WSJB may make price changes resulting from changes in taxes, duties and other similar government levies.
2. Notwithstanding the previous paragraph, WSJB may charge variable prices for products or services whose prices are subject to fluctuations in the financial market, over which WSJB has no influence. He must then state in the offer that any prices stated are target prices and that the final price depends on fluctuations in the market.
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 permitted if:
 - a. WSJB has stipulated this in the agreement and these price increases are the result of legal regulations or provisions; or
 - b. WSJB has stipulated this in the agreement and the customer has the right to terminate the agreement before the day on which the price increase takes effect
5. The prices of the products or services mentioned in the offer are exclusive of VAT. The VAT will be calculated as a total amount during checkout in the online shop.

ARTICLE 11 - CONFORMITY AND EXTRA WARRANTY

1. WSJB guarantees that the products and/or services it supplies comply with:
 - a. the agreement
 - b. the specifications stated in the offer
 - c. the reasonable requirements of reliability and/or usability
 - d. the legal provisions and/or government regulations that apply on the date of conclusion of the agreement
2. If WSJB, manufacturer or importer provides additional warranty on a product and/or service, this warranty does not affect the legal rights that the consumer can assert against WSJB if he fails to fulfill his part of the agreement.
3. An additional warranty means any agreement in which WSJB, its supplier, importer or manufacturer promises the customer certain additional features of the product and/or service that go beyond what the customer can reasonably expect from WSJB without that extra warranty.

ARTICLE 12 - DELIVERY AND EXECUTION

1. WSJB acts as carefully as possible when receiving and fulfilling orders for products and when assessing requests for services.
2. The product or service will be delivered to the address that the customer has provided to WSJB, unless the parties have agreed otherwise.
3. WSJB executes accepted orders with appropriate (skilled) speed. He will do this within 30 days at the latest, unless a longer delivery period has been agreed. In doing so, he shall comply with Article 3 of these general terms and conditions. If delivery is delayed, or if an order cannot be fulfilled or can only be partially fulfilled, the customer will be notified no later than 1 month after he has placed the order. In that case, the customer has the right to terminate the agreement free of charge. He is also entitled to any compensation.
4. If the customer has terminated the agreement on the basis of paragraph 3, WSJB will refund the amount paid by the consumer as soon as possible. He will do this no later than 30 days after the dissolution.
5. If delivery of an ordered product proves impossible, WSJB will make every effort to make a replacement item available. No later than upon delivery, he will inform the customer in a clear and understandable manner that he will receive a replacement item. WSJB may not exclude the right of withdrawal for replacement items. The costs of any return shipment will be borne by WSJB.
6. The risk of damage and/or loss of products lies with WSJB until the moment of delivery to the customer, unless the parties have expressly agreed otherwise.

ARTICLE 13 - PAYMENT

1. The customer must pay WSJB for a delivered product at the time of purchase or delivery. He may only do this at a different time if the parties have agreed this with each other. The customer can transfer the amount due in a timely manner (electronically) to a bank or giro account specified by WSJB. In the latter case, he must ensure that the amount has been credited at the time of purchase or delivery.
2. If the parties have agreed on payment in installments, the buyer must adhere to the terms and percentages set in the agreement
3. Before products are ordered via the webshop, payments are made in advance in the secure payment environment. This can be done with a bank, credit card or manual transfer chosen by the customer
4. In the case of manual transfer, intended for agreements as in paragraph 3, the customer must ensure that the amount has been credited to WSJB's account within 14 days. If the amount is not credited on time, the agreement will lapse.

ARTICLE 15 - LATE PAYMENT

1. If the customer does not pay on time, he is in default without WSJB having to give him notice of default. WSJB will send one free payment reminder to the customer after the payment date has expired. He informs the customer of his default and gives him the opportunity to pay the invoice within 7 days. In the payment reminder, WSJB also mentions the extrajudicial collection costs that the consumer owes in the event of late payment.
2. If the 14-day period referred to in paragraph 1 has expired and the customer has not yet paid his invoice, WSJB is entitled to demand payment of the amount due, without having to give the customer further notice of default. He may reasonably charge the customer for the extrajudicial collection costs associated with this. The maximum amounts stated in the Decree on reimbursement of extrajudicial collection costs apply. Subject to legal changes, these maximum amounts are set at:
 - 15% on the first € 2,500, with a minimum of € 40, -
 - 10% on the next € 2,500 -
 - 5% on the next € 5,000.
 - 1% on the next € 190,000 -
 - 0.5% on the excess, with a maximum of € 6,775

ARTICLE 16 – COMPLAINTS

1. If the customer has complaints about the performance of the agreement, he must report these to WSJB by letter or electronically. He must do this within a reasonable (appropriate) time after he has discovered or could have discovered the defects. He must also sufficiently describe and explain the complaints.
2. If the customer has complaints about an invoice, he should preferably report them to WSJB by letter or electronically. He must do this within a reasonable (appropriate) time after he has received the relevant invoice. He must sufficiently describe and explain the complaints in his letter.
3. If the customer does not submit his complaint in a timely manner, he may lose his rights in this area. If the fact that he has not complained in time cannot reasonably be attributed to the customer, he will retain his rights.
4. If it has become clear that the complaint cannot be resolved by mutual agreement, there is a dispute.

ARTICLE 17 - DISPUTE RESOLUTION

1. If the customer and WSJB have a dispute, either of them can submit this dispute to the Disputes Committee, Bordewijklaan 46, Postbus 90600, 2509 LP The Hague (www.sgc.nl). The following conditions apply:
 - a. The dispute concerns the conclusion or implementation of an agreement between the WSJB and the customer.
 - b. The agreement concerns services or items that WSJB will supply or has supplied to the customer.
 - c. These general terms and conditions apply to the agreement.
2. The Disputes Committee will only handle a dispute if:
 - a. the customer has first submitted his complaint to WSJB;
 - b. WSJB and the customer have not reached a solution together;
 - c. the dispute has been submitted to the Disputes Committee within 12 months after the customer submitted his complaint to WSJB;

- d. the dispute has been submitted to the committee in the form of a letter or in another form determined by the committee.
3. In principle, the Disputes Committee only handles disputes that have a financial interest of a maximum of € 14,000. If a dispute has a financial interest of more than € 14,000, the committee can only handle this if both parties expressly agree to this.
 4. If a customer submits a dispute to the Disputes Committee, WSJB is obliged to accept it. If WSJB wants to submit a dispute to the Disputes Committee, it must ask the customer to let us know within 5 weeks whether he agrees. WSJB must announce that if the customer does not respond within those 5 weeks, it can initiate proceedings in court.
 5. When handling the dispute and making a decision, the Disputes Committee follows the regulations that apply to the committee. Upon request, these regulations will be sent to the customer and/or WSJB. The decisions of the Disputes Committee take the form of a binding advice. A fee is due for the handling of a dispute.
 6. Only the judge and the aforementioned Disputes Committee are authorized to hear disputes between WSJB and the customer.

ARTICLE 19 - CHOICE OF LAW

Dutch law applies to all disputes relating to this agreement, unless other national law applies based on mandatory rules.