

General Terms and Conditions

V2.0, 11-23-2024 EN

The general terms and conditions of the webshop of Esther Visions and Jacobus Solutions are listed below. Every customer, B2B or private individual should be aware of this.

Article 1 - Definitions

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 supplied 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 exercise his right of withdrawal;
3. **Consumer:** the natural person who is not acting for purposes related to his trade, business, craft or profession;
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 personally addressed to him 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 which allows unaltered reproduction of the stored information;
8. **Right of withdrawal:** the option of the consumer to cancel the distance contract within the cooling-off period;
9. **Entrepreneur:** the natural or legal person who offers (access to) digital content and/or services remotely to consumers;
10. **Distance agreement:** an agreement concluded between the entrepreneur and the consumer in the context of an organized system for distance selling of products, digital content and/or services, whereby exclusive or joint use is made of one or more remote communication techniques;
11. **Model withdrawal form:** the European model withdrawal form included in Appendix 1 of these conditions. Appendix 1 does not need to be made available if the consumer has no right of withdrawal with regard to his order;
12. **Remote communication technology:** means that can be used to conclude an agreement, without the consumer and entrepreneur having to meet in the same room at the same time;

Article 2 - Identity of the entrepreneur

Company 1

Company name: Esther Visions
trading under the name(s): Esther Visions
Nina Erotische

Business address: Wagenmakerhof 25
3123RE, Schiedam

Visiting address: No physical store with a visiting address

Phone number for business contact:
0651481642

Accessibility:
No standard days or time. Depends per day on the entrepreneur's agenda.

Chamber of Commerce number: 88238032
VAT identification number: NL004569609B40

Company 2

Company name: Jacobus Solutions
trading under the name(s): Jacobus Solutions

Business address: Wagenmakerhof 25
3123RE, Schiedam

Visiting address: No physical store with a visiting address

Phone number for business contact:
0651481642

Accessibility:
No standard days or time. Depends per day on the entrepreneur's agenda.

Chamber of Commerce number: 88525333
VAT identification number: NL004620925B13

Article 3 - Applicability

1. These general terms and conditions apply to every offer from the entrepreneur and to every distance contract concluded between the entrepreneur and the consumer.
2. The general terms and conditions will be made available via the website.

Article 4 - The offer

1. If an offer has a limited period of validity or is made subject to conditions, this will be expressly 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 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 errors in the offer do not bind the entrepreneur.

3. Each offer contains such information that it is clear to the consumer what the rights and obligations are associated with 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 compliance with the conditions set.
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 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 will take appropriate technical and organizational measures to secure the electronic transfer of data and ensure a safe web environment. If the consumer can pay electronically, the entrepreneur will take appropriate security measures.
4. The entrepreneur can, within legal frameworks, inform himself whether the consumer can meet his payment obligations, as well as all those facts and factors that are important for responsibly entering into the distance contract. If, based on this investigation, the entrepreneur has good reasons not to enter into the agreement, he is entitled to refuse an order or request with reasons or to attach special conditions to the execution.
5. The entrepreneur will provide the following information to the consumer at the latest upon delivery of the product, service or digital content, in such a way that it can be stored by the consumer in an accessible manner on a durable data carrier:
 1. the email address of the entrepreneur where the consumer can go with complaints;
 2. the conditions under which and the manner in which the consumer can exercise the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
 3. the information about warranties and existing after-sales service;
 4. 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 execution of the distance contract;
 5. the requirements for terminating the agreement if the agreement has a duration of more than one year or is of indefinite duration;
 6. if the consumer has a right of withdrawal, the model withdrawal form.
6. In the case of a duration transaction, the provision in the previous paragraph only applies to the first delivery.

Article 6 - Right of withdrawal

Products excluding the right of withdrawal

1. Digital Content: the delivery of digital content other than on a tangible medium has **no** right of withdrawal. Esther Visions and Jacobus Solutions must, by law, clearly indicate this before purchase. Customer agrees to payment that his purchase is not covered by the right of withdrawal.

But only if:

- a. the purchase has begun with the express prior consent of the consumer; and
 - b. the consumer has stated that he hereby loses his right of withdrawal.
2. Customized personal product or Commissioned work (physical product): some Products that are physically delivered by Esther Visions and Jacobus Solutions are products characterized as custom products. Customized products have no right of withdrawal. Upon purchase, the customer must agree that his right of withdrawal expires.

Products of right of withdrawal

3. Products without feature customization: The consumer can terminate an agreement regarding the purchase of a product during a cooling-off period of 14 days without giving reasons. The entrepreneur may ask the consumer for the reason for withdrawal, but may not oblige him to state his reason(s).
4. The cooling-off period (14 days) referred to in paragraph 3 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:
 - a. if the consumer has received multiple orders in the same order. has ordered products: the day on which the consumer, or a third party designated by him, has received the last product. The entrepreneur may, provided he has clearly informed the consumer about this prior to the ordering process, refuse an order for multiple products with different delivery times.
 - b. 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 part;
 - c. in the case of agreements for regular delivery of products during a certain period: the day on which the consumer, or a third party designated by him, received the first product.

Extended reflection period for products, services and digital content that is not delivered on a tangible medium if you do not inform yourself about the right of withdrawal:

5. If the entrepreneur has not provided the consumer with the legally required information about the right of withdrawal or the model withdrawal form, the reflection period will expire twelve months after the end of the original reflection period determined in accordance with the previous paragraphs of this article. 6. If the entrepreneur has

provided the information referred to in the previous paragraph to the consumer within twelve months after the commencement date of the original reflection period, the reflection period will expire 0 days after the day on which the consumer received that information.

Article 7 - Obligations of the consumer during the reflection period

1. During the cooling-off period, the consumer will handle the product and packaging with care. He will only unpack or use the product to the extent 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 he would in a store.
2. The consumer is only liable for the 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 him with all legally required information about the right of withdrawal before or at the time of concluding the agreement.

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

1. If the consumer exercises his right of withdrawal, he must report this to the entrepreneur within the cooling-off period by means of the model withdrawal form or in another unambiguous manner.
2. As soon as possible, but within 14 days from the day following the notification referred to in paragraph 1, the consumer shall return the product or hand it over to (an authorized representative of) the entrepreneur. This is not necessary if the entrepreneur has offered to collect the product himself. The consumer has in any case complied with 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 the 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 stated that the consumer must bear these costs or if the entrepreneur indicates that he will bear the costs himself, the consumer does not have to bear the costs for return.
6. If the consumer revokes after having first expressly requested that the performance of the service that is not made ready for sale in a limited volume or specific quantity commences during the cooling-off period, the consumer owes the entrepreneur an amount that is proportional to that part of the obligation fulfilled by the entrepreneur at the time of withdrawal, compared to the full compliance with the obligation.
7. The consumer will not bear any costs for the performance of services that have not been prepared for sale in a limited volume or quantity, if: a. the entrepreneur provides the consumer with the legally required information about the right of withdrawal, the reimbursement of costs in the event of withdrawal or the model form for withdrawal has not been provided, or; b. the consumer has not expressly requested the start of the performance of the service during the cooling-off period.
8. The consumer shall not bear any costs for the full or partial delivery of digital content not delivered on a tangible medium, if: a. prior to its delivery, he has not expressly agreed to commence performance of the agreement before the end of the cooling-off period ; b. he

- has not acknowledged that he loses his right of withdrawal when granting his consent; or
c. the entrepreneur has failed to confirm this statement from the consumer.
9. If the consumer exercises his right of withdrawal, all additional agreements will be dissolved by operation of law.

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

1. If the entrepreneur enables the notification of withdrawal by the consumer electronically, he will immediately send a confirmation of receipt after receiving this notification.
2. The entrepreneur will reimburse the outward shipment, lowest standard amount, and purchase amount of the consumer, excluding any delivery costs for the returned product., without delay but within 14 days following the day on which the consumer notifies him of the withdrawal. Unless the entrepreneur offers to collect the product himself, he may wait with reimbursement until he has received the product or until the consumer demonstrates that he has returned the product, whichever is earlier.
3. The entrepreneur uses the same payment method that the consumer used for reimbursement, unless the consumer agrees to a different method. The refund 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 reimburse the additional costs for the more expensive method.

Article 10 - Exclusion of right of withdrawal

The entrepreneur can exclude the following products and services from the right of withdrawal, but only if the entrepreneur has clearly stated this in the offer, at least in time before concluding the agreement:

1. Products or services whose price 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 is defined as a sales method in which products, digital content and/or services are offered by the entrepreneur to the consumer who is personally present or has the opportunity to be personally present at the auction, under the supervision of an auctioneer, and where the successful bidder is obliged to purchase the products, digital content and/or services;
3. Service agreements, after full performance of the service, but only 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 the entrepreneur has fully executed the agreement;
4. Products manufactured according to consumer 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 (customization);

5. Products that spoil quickly or have a limited shelf life;
6. Sealed products that are not suitable for return for reasons of health protection or hygiene and of which the seal has been broken after delivery;
7. Products that are irrevocably mixed with other products after delivery due to their nature;
8. Sealed audio, video recordings and computer software, the seal of which has been broken after delivery;
9. Newspapers, periodicals or magazines, with the exception of subscriptions thereto;
10. The delivery of digital content other than on a tangible medium, but only if: a. the performance has started with the express prior consent of the consumer; and b. the consumer has stated that he thereby loses his right of withdrawal.

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 as a result of changes in VAT rates.
2. Notwithstanding the previous paragraph, the entrepreneur may offer products or services with variable prices, the prices of which are subject to fluctuations in the financial market and over which the entrepreneur has no influence. This liability to fluctuations and the fact that any prices stated 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 permitted if the entrepreneur has stipulated this and: a. These are the result of legal regulations or provisions; or b. The consumer has the right to cancel the agreement with effect from the day on which the price increase takes effect.

Article 12 - Compliance with agreement and additional warranty

1. The entrepreneur guarantees that the products and/or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or usability and the legal provisions existing on the date of the conclusion of the agreement and /or government regulations.
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 fulfill 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 fulfill his part of the agreement. .

Article 13 - Delivery and execution

1. The entrepreneur will exercise the utmost care when receiving and executing orders for products and when assessing applications for the provision of services.
2. The place of delivery is the address that the consumer has communicated to the entrepreneur.
3. Taking into account 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 an order cannot be fulfilled or can only be partially fulfilled, the consumer will be notified of this no later than 30 days after he has placed the order. In that case, the consumer has the right to terminate the agreement without costs.
4. After dissolution in accordance with the previous paragraph, the entrepreneur will immediately refund the amount paid by the consumer.

Article 14 - Duration transactions: duration, cancellation and extension

Termination:

1. The consumer can enter into an agreement that is for indefinite time has been entered into and which extends to the regular delivery of products and/or services, may be canceled at any time, taking into account the agreed cancellation rules and a notice period of no more than one month.
2. The consumer can enter into an agreement that for a certain period has been entered into and which extends to the regular delivery of products and/or services, can be canceled at any time towards the end of the fixed duration, taking into account the agreed cancellation rules and a notice period of no more than one month.
3. The consumer can terminate the agreements referred to in the previous paragraphs:
 - a. at least cancel in the same manner as they were entered into by him;
 - b. always cancel with the same notice period as the entrepreneur has agreed for himself.
 - c. cancel between deliveries; a delivery that has already been made and/or delivered cannot be revoked.

Extension:

4. An agreement that has been entered into for a specific period and that extends to the regular delivery of products and/or services may not be tacitly extended or renewed for a specific period.
5. Notwithstanding the previous paragraph, an agreement that has been entered into for a fixed period and which extends to the regular delivery of daily news and weekly newspapers and magazines may be tacitly extended for a fixed period of up to three months, if the consumer refuses to accept this extended agreement. may terminate the extension with a notice period of no more than one month.

6. 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 no more than one month. The notice period is a maximum of three months if the agreement extends to the regular, but less than once a month, delivery of daily, news and weekly newspapers and magazines.
7. A limited-term agreement for the regular delivery of daily, news and weekly newspapers and magazines for introductory purposes (trial or introductory subscription) is not tacitly continued and ends automatically after the trial or introductory period.

Duration:

8. If an agreement has a duration of more than one year, the consumer may terminate the agreement at any time after one year with a notice period of no more than one month, unless reasonableness and fairness oppose termination before the end of the agreed duration.

Article 15 - Payment

1. Unless otherwise stated in the agreement or additional conditions, the amounts owed by the consumer must be paid within 14 days after the start of the reflection period, or in the absence of a reflection period, within 14 days after concluding the agreement. In the case of an agreement to provide a service, this period starts on the day after the consumer has received confirmation of the agreement.
2. When selling products to consumers, the consumer may never be obliged to pay more than 50% in advance in general terms and conditions. If advance payment has been stipulated, the consumer cannot assert any rights regarding the execution of the relevant order or service(s) before the agreed advance payment has been made.
3. The consumer has the obligation to immediately report any inaccuracies in payment details provided or stated to the entrepreneur.
4. If the consumer does not fulfill his payment obligation(s) on time, he is, after the entrepreneur has informed him of the late payment and the entrepreneur has granted the consumer a period of 14 days to still fulfill his payment obligations, after the If payment is not made within this 14-day period, statutory interest will be owed on the amount still owed and the entrepreneur is entitled to charge the extrajudicial collection costs incurred by him. These collection costs amount to a maximum of: 15% on outstanding amounts up to € 2,500; 10% on the next € 2,500 and 5% on the next € 5,000 with a minimum of € 40. The entrepreneur can have the advantage when the consumer deviates from the stated amounts and percentages.

Article 16 - Complaints procedure

1. The entrepreneur has a sufficiently publicized complaints procedure (returns policy) and handles the complaint in accordance with this returns policy.
2. Complaints about the execution of the agreement must be submitted fully and clearly described to the entrepreneur within a reasonable time after the consumer has discovered the defects.

3. Complaints submitted to the entrepreneur will be processed within a period of 14 days and will be answered from the date of receipt. If a complaint requires a foreseeably longer processing time, the entrepreneur will respond within 14 days with an acknowledgment of receipt and an indication of when the consumer can expect a more detailed answer.
4. The consumer must give the entrepreneur at least 4 weeks to resolve the complaint by mutual agreement. After this period, a dispute arises that is subject to the dispute settlement procedure.

Article 17 - Disputes

1. Agreements between the entrepreneur and the consumer to which these general terms and conditions apply are exclusively governed by Dutch law.
2. Disputes between the consumer and the entrepreneur regarding the conclusion or execution of agreements relating to products and services to be delivered or delivered by this entrepreneur, can be submitted by both the consumer and the entrepreneur to the Thuiswinkel Disputes Committee, with due observance of the provisions below. , PO Box 90600, 2509 LP in The Hague (www.sgc.nl).
3. A dispute will only be processed by the Disputes Committee if the consumer has first submitted his complaint to the entrepreneur within a reasonable time.
4. If the complaint does not lead to a solution, the dispute must be submitted to the Disputes Committee in writing or in another form to be determined by the Commission no later than 12 months after the date on which the consumer submitted the complaint to the entrepreneur.
5. If the consumer wants to submit a dispute to the Disputes Committee, the entrepreneur is bound to this choice. The consumer preferably reports this to the entrepreneur first.
6. If the entrepreneur wishes to submit a dispute to the Disputes Committee, the consumer must express in writing within five weeks of a written request made by the entrepreneur whether he wishes this or whether he wants the dispute to be dealt with by the competent court. If the entrepreneur does not learn of the consumer's choice within the period of five weeks, the entrepreneur is entitled to submit the dispute to the competent court.
7. The Disputes Committee makes its decision under the conditions set out in the regulations of the Disputes Committee (www.degeschilcommissie.nl/over-ons/de-commissies/2404/thuiswinkel). The decisions of the Disputes Committee are made by way of binding advice.
8. The Disputes Committee will not handle a dispute or will stop handling it if the entrepreneur has been granted a suspension of payments, has become bankrupt or has actually terminated his business activities before a dispute has been handled by the committee at the hearing and a final decision has been made. has been pointed out.

Article 18 - Additional or deviating provisions

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 by the consumer in an accessible manner on a durable data carrier.

Appendix 1 - Model withdrawal form

Model withdrawal form

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

a. To: [name of entrepreneur] [geographical address of entrepreneur] [fax number of entrepreneur, if available] [e-mail address or electronic address of entrepreneur]

b. I/We* hereby inform you that I/We* have terminated our agreement regarding the sale of the following products: [product designation]* the supply of the following digital content: [digital content designation]* the performance of the next service: [service designation]*, revoked/revoked*

c. Ordered on*/received on* [date of order for services or receipt for products]

d. [Name of consumer(s)]

e. [Consumer(s) address]

f. [Signature of consumer(s)] (only when this form is submitted on paper)

* Delete what is not applicable or fill in what is applicable.