

Terms and Conditions Thuiswinkel

These General terms and conditions of the Dutch Homeshopping Organisation (Thuiswinkel.org) were drafted in consultation with the Consumer association as part of the Coordination group Selfregulationconsultation (CZ) of the Social Economic Council and shall take effect as from the 1st of June.

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Article 1 - Definitions

These conditions apply:

Supplementary Agreement: means there is an agreement where the consumer products, digital content and / or services are acquired in connection with a distance contract and these goods, digital content and / or services are provided by the producer or by a third party on the basis of an agreement between the third party and the producer;

Cooling-off period: The period within which the consumer can exercise his right of withdrawal;

Consumer: the natural person who is not acting for purposes relating to his trade, business, crafts or profession;

Dag: Calendar;

Digital content: data that is produced and supplied in digital form;

Duration agreement: an agreement that extends to the regular delivery of goods, services and / or digital content for a certain period;

Sustainable data carrier: any device - including e-mail - that the consumer or business enables to store information that is personally addressed to him, in a way that future consultation or use for a period is appropriate to the purpose for which it was intended, and which allows the unchanged reproduction of the information that is stored;

Right of withdrawal: the ability for the consumer to withdraw within the cooling-off period from the distance agreement;

Entrepreneur: the natural person or legal entity who is a member of Thuiswinkel.org and offers products, (accesses to) digital content and / or remote services to the consumer at a distance;

Distance contract: an agreement between entrepreneur and the consumer that is to be concluded within the framework of an organized system for distance selling of goods, digital content and / or services, which until the conclusion of the agreement exclusively or partially uses one or more techniques for communication at a distance;

Model withdrawal form: the European model form for withdrawal that is set out in appendix I of these conditions; Appendix I does not need to be made available to the consumer if he does not have the right to withdrawal with regard to his order;

Techniques for communication at a distance: means that can be used to conclude a contract, without the consumer and entrepreneur having to be in the same room together.

Article 2 - Identity of the entrepreneur

Name Entrepreneur: Goudsmederij Broekhuis BV

Trading by the name / names:

- Diamondsbyrne BV

Business address:

Rijsdijk 146

3161 EW Rhoon

Phone number: 010 - 7470000

Accessibility:

From Monday to Friday from 09.00 am to 17.00 pm

E-mail address: info@diamondsbyrne.com

Chamber of Commerce number: 24376433

Vat number NL817152696B01

Article 3 - Applicability

These general terms of conditions apply to every offer of the entrepreneur and any agreement reached at a distance between entrepreneur and consumers.

Before the agreement at a distance is concluded, the text of these general terms of condition is made available to the consumer. If this is not reasonably possible, the entrepreneur will indicate in which way the general terms of condition are available to be seen and that at the request of the consumer they will be sent free of charge as soon as possible.

If the agreement on a distance is concluded electronically , in deviation of the preceding paragraph and before the agreement on distance is concluded, the text of these general terms of conditions are made electronically available to the consumer in such a way that the consumer can simply store it on a durable medium. If this is not reasonably possible, before the agreement on distance is concluded, there will be indicated where the general terms and conditions can be inspected electronically and that at the request of the consumer they will be sent electronically or otherwise free of charge.

In the event that in addition to these general terms and conditions specific product or service conditions apply, the second and third paragraph shall apply and the consumer in case of conflicting terms will always rely on the applicable provision that is most favorable to him.

Article 4 - The offer

If an offer has a limited duration or is subject to conditions, this will be explicitly stated in the offer.

The offer contains a complete and accurate description of the offered products, digital content and / or services. The description is sufficiently detailed to allow a proper assessment of the offer by the consumer. If the entrepreneur uses these images they are a truthful representation of the products, services and / or digital content. Obvious mistakes or errors in the offers is not binding for the entrepreneur.

Each offer contains information in such a way that is clear to the consumer what rights and obligations are involved in accepting the offer.

Article 5 - The agreement

The agreement is in subject of the provisions of paragraph 4, established at the time that the consumer accepts the offer and meets the corresponding conditions.

If the consumer has accepted the offer electronically, the entrepreneur will immediately acknowledge the electronic receipt of the acceptance of the offer. As long as the receipt of the acceptance has not been confirmed by the operator, the consumer may dissolve the agreement.

If the agreement is created electronically, the entrepreneur will take the appropriate technical and organizational measures to protect the electronic transfer of data and he will ensure a secure web environment. If the consumer can pay electronically, the entrepreneur will take appropriate safety precautions.

The entrepreneur can within the legal frameworks - inform if the consumer has the ability to meet his payment obligations, and all of those facts and factors are important to a sound conclusion of the distance agreement. If the entrepreneur on account of this investigation was justified not to enter into the agreement, he is entitled to refuse an order or request or to attach special conditions to the implementation.

The entrepreneur will at the latest with the delivery of the product, service or digital content send the consumer 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, send: the address of the establishment of the entrepreneur where consumers can lodge complaints; the address of the establishment of the entrepreneur where consumers can lodge complaints;;

the conditions and the manner in which the right of withdrawal of the consumer can be exercised, or a clear statement regarding the exclusion of the right of withdrawal;

the information on warranty and existing after sales service;

the price including all taxes of the product, service or digital content; where applicable, the delivery costs, the method of payment and the delivery or performance of the agreement on distance.

the requirements for terminating the agreement if the agreement has a duration of more than one year or is indefinite;

If the consumer has a right of withdrawal, the model form for withdrawal.

Article 6 - Right of withdrawal

With products:

The consumer can disband an agreement regarding the purchase of a product during a the time of consideration of 30 days without giving any reason. The operator may ask the consumer about the reason for withdrawal, but can not obligate him to state his reason (s).

In paragraph 1 the time of consideration begins on the day after the consumer, or a in advance designated third party other than the carrier has received the product, or: if the consumer has ordered several items in the same order: the day which the consumer or a designated third party has received the final product. The entrepreneur may, provided that he has informed the consumer prior to the ordering process in a clear manner, refuse an order with multiple products with different delivery time.

if the supply of a product consists of multiple shipments or pieces, the day on which the consumer or a designated third party has received the final shipment or the last item;

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

In services and digital content which is not supplied on a tangible medium:

The consumer can disband a service agreement and an agreement for the supply of digital content which is not supplied on a tangible medium during the 30 days without giving reasons. The operator may ask the consumer about the reason for withdrawal, but can not obligate him to state his reason (s).

The waiting period referred to in paragraph 3 will begin on the day following of the conclusion of the agreement

Extended time of consideration for products, services and digital content which is not a tangible carrier is provided with no information on right of withdrawal:

If the entrepreneur does not provide the consumer with the legally required information about the withdrawal right or the standard form for withdrawal, the withdrawal period will expire twelve months after the end of the original period is determined in accordance with the preceding paragraphs of this article.

If the entrepreneur has provided the consumer with information referring to the preceding paragraph within twelve months after the effective date of the initial time for consideration, the time for consideration will expire 30 days from the day that the consumer has received that information.

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

During the time for consideration the consumer will handle the product and packaging with care. He will only extract or use the product to the extent that is necessary in order to determine the nature, characteristics and functioning of the product. The point here is that the consumer can only handle and inspect the product as he would be allowed to do in a shop.

The consumer will only be liable for diminished value of the product which is the result of a way of dealing with the product beyond permitted in paragraph 1.

The consumer is not liable for diminished value of the product if the entrepreneur does not provide him with all the by law required information about the right of withdrawal before the conclusion of the agreement.

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

If the consumer exercises his right of withdrawal, he has to do so within the time for consideration period using the model withdrawal form or any other unequivocal manner.

As soon as possible, but within 30 days from the day following the notification referred to in paragraph 1, the consumer should return the product, whether he hands it to (a representative of) the entrepreneur. This does not apply if the entrepreneur has offered to collect the product himself. The consumer has observed the back transmission period if he returns the product before the time for consideration has expired.

The consumer should send the product and all its accessories back, if reasonably possible in original condition and packaging, and in accordance with the reasonable and clear instructions provided by the entrepreneur.

The risk and the burden of proof for exercising the right of withdrawal the correct and timely way is on the consumer.

The consumer must bear the direct cost of returning the product. If the entrepreneur has not notified the consumer that he has to bear those costs or if the entrepreneur indicates to bear the costs themselves the consumer does not have to bear the remand.

If the consumer revokes the request, after first expressly having asked for the supply of gas, water or electricity, which has not been prepared for sale in a limited quantity or certain amount during the consideration period, the consumer will owe the operator a sum that is equal to the part of the contract that has been fulfilled by the operator at the time of revocation, compared to the complete fulfillment of the contract.

The consumer will bear no cost for the performance of services or the supply of water, gas or electricity, where they are not put up for sale in a limited volume or quantity, or the supply of district heating, if the entrepreneur has not given the consumer the statutory notice of the withdrawal right, the allowance with the withdrawal or does not provide the model withdrawal form or;

the consumer does not explicitly request the implementation of the service or supply of gas, water, electricity or district heating during the time of consideration.

The consumer will bear no costs for the total or partial delivery of a tangible medium supplied digital content if: prior to their delivery he has not expressly agreed to the start of the fulfillment of the agreement before the end of the time for consideration;

he has not acknowledged that he loses his right of withdrawal when giving his consent; or

the entrepreneur has failed to confirm this statement of the consumer.

if the consumer exercises his right of withdrawal, all additional agreements will be legally cancelled.

Article 9 - The entrepreneur's obligations at withdrawal

If the entrepreneur allows the notification of withdrawal by the consumer electronically, it sends an acknowledgment receipt of this notification immediately.

The entrepreneur will reimburse all payments of the consumer, including any delivery costs that has been charged by the entrepreneur for the returned product, immediately but within 30 days after the day on which the consumer notifies him of the withdrawal. Unless the entrepreneur offers to collect the product himself, he can wait to until he has received the returned product or until the consumer indicates that he has returned the product, whichever is the earlier.

The entrepreneur uses the same means of payment that is used by the customer for reimbursement unless the consumer agrees to a different method. The repayment is free of charge for the consumers.

If the consumer has chosen for a more expensive method of delivery than the cheapest standard delivery, the entrepreneur does not have to reimburse the additional costs of 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, or at least in time for the conclusion of the agreement, stated this in the offer:

Products or services whose price depend on fluctuations in the financial market on which the entrepreneur's control and which may occur within the withdrawal period

Agreements concluded at a public auction. Under a public auction means a method of sale where products, digital content and / or services is offered to the consumer by the entrepreneur who attend or are given the opportunity to be personally present at the auction, conducted by an auctioneer and where the successful bidder is bound to purchase the products, digital content and / or services;

Service Agreement, after full implementation of the service, but only if: the performance has begun with the explicit prior consent of the consumer; and

the consumer has stated that he will lose his right of withdrawal once the entrepreneur has completed the agreement;

Package tours referred to in Article 7: 500 BW and agreements of passenger transport;

Service agreements for provision of accommodation, as in the agreement a specific date or period of performance features and other than for residential purpose, transport of goods, car rental services and catering

Agreements related to leisure activities, a specific date or period of execution provided for in the agreement;

According to specifications for products manufactured by the consumer, not prefabricated and manufactured on the base of an individual choice;

Products that spoil quickly or have a limited shelf life;

Sealed products that are not suitable for health protection or hygiene reasons to be returned and which were unsealed after delivery;

Products that are inseparably mixed after delivery by their nature with other products;

Alcoholic beverages of which the price is agreed upon in the conclusion of the agreement, the delivery of which can only take place after 30 days and the actual value is dependent on fluctuations in the market on which the entrepreneur has no influence;

Sealed audio, video recordings or computer software which were unsealed after delivery;

Newspapers, periodicals or magazines, except for subscriptions to this;

The supply of digital content other than on a tangible medium, but only if: the performance has begun with the explicit prior consent of the consumer; and

the consumer has stated that he hereby loses his right of withdrawal.

Article 11 - The price

During the mentioned period the prices of the offered products and / or services will not be increased, except for price changes due to changes in VAT rates.

By way of derogation of the preceding paragraph, the entrepreneurs products or services whose prices are subject to fluctuations in the financial market and where the entrepreneur has no control over, can be offered at variable prices. These fluctuations and the fact that the listed prices are only an indication, is mentioned in the offer.

Price increases within 3 months after the conclusion of the contract are only allowed if they result from legislation or provisions.

Price increases from 3 months after the conclusion of the agreement is only allowed if the entrepreneur has stipulated this and: they are the result of legislation or regulations; whether the consumer is authorized to terminate the agreement from the date the increase takes place.

The prices that are mentioned in the offer of the products and services are including VAT.

Article 12 - Compliance Agreement and extended warranty

The entrepreneur guarantees that the products and / or services meet the agreement, specifications stated in the offer, the reasonable requirements of reliability and / or usability and on the date of the conclusion of the agreement existing legal provisions and / or government regulations. If agreed, the entrepreneur also ensures that the product is suitable for other than normal use.

An entrepreneurs, supplier, manufacturer or importer provided extended guarantee does not restrict the legal rights and claims that the consumers by means of the agreement may assert against the entrepreneur where the trader has failed to fulfill its part of the agreement.

Among extended guarantee means any undertaking by the entrepreneur, its supplier, importer or producer certifying that certain rights or claims is granted to the consumer beyond which it is required by law in case he failed to fulfill his part of the agreement

Article 13 - Delivery and implementation

The entrepreneur will take the greatest possible care when receiving and implementing orders for products and when assessing applications for the provision of services.

The place of delivery is the address that the consumer has made known to the entrepreneur.

Subject to what is stated in Article 4 of these terms and conditions, the company will implement accepted orders expeditiously within 30 days at the latest, unless a different delivery period has been agreed on. If delivery is delayed or if an order is not or only partially carried out, the consumer receives them no later than 30 days after placing the order. The consumer in this case has the right to terminate the agreement without penalty and is entitled to any potential compensation.

After disband in accordance with the preceding paragraph, the entrepreneur will immediately refund the amount paid by the consumer.

The risk of damage and / or loss of products rests upon the entrepreneur up to the moment of delivery to the consumer or a pre-designated representative that the consumer has announced to the entrepreneur, unless expressly agreed otherwise.

Article 14 - Duration transactions: duration, termination and renewal

Cancellation:

The consumer may cancel an agreement concluded for an indefinite period, which extends to the regular delivery of products (including electricity) or services at any time taking into consideration the applicable termination rules and a notice of one month.

The consumer may cancel an agreement concluded for a definite period, which extends to the regular delivery of products (including electricity) or services at any time at the end of the terminate fixed-term taking into consideration the applicable termination rules and a notice of one month.

The consumers can in the previous preceding paragraphs mentioned agreement: cancel at any time and not be limited to termination at a particular time or in a given period;

at least cancel the same way as they are concluded;

Cancel at the same notice as the entrepreneur has stipulated for his self.

Renewal:

A agreement for a definite period and that extends to the regular delivery of products (including electricity) or services may not be automatically extended or renewed for a fixed duration.

In derogation from the preceding paragraph, an agreement concluded for a definite period and that extends to the regular delivery of daily news and weekly newspapers and magazines can be tacitly renewed for a limited period of up to three months, if the consumer can terminate this extended agreement at the end of the extension with notice of one month.

An agreement for a definite period and that extends to the regular delivery of products or services may be tacitly renewed for an indefinite period if the consumer may at any time terminate with a notice of one month. The notice period shall not exceed three months in case the agreement extends to the regular, but less than once a month, delivering daily, weeklies and magazines.

An agreement with a limited duration of regular delivery of dailies, weeklies and magazines (trial or introductory subscription) will not continue in silence and ends automatically after the trial or introductory.

Duration:

If an agreement has a duration of more than one year, the consumer may withdraw from the agreement after a year with a notice of one month, unless the reasonableness and fairness oppose against the termination before the end of the agreement.

Article 15 - Payment

Unless otherwise specified in the agreement or additional terms, the amounts owed by the consumer is to be paid within 14 days after the start of the term for consideration, or in the absence of a term for consideration within 14 days after the conclusion of the agreement. In case of an agreement to provide a service, this period starts on the day after the consumer has received the confirmation of the agreement.

When selling products to consumers, in general terms the consumer is never obliged to an advance payment of more than 50%. If advance payment is agreed on, the consumer may not assert any rights regarding the implementation of the order or service (s) before the advance payment has been made.

The consumer is obligated to report immediately to the entrepreneur if any inaccuracies occur in provided or mentioned payment details.

If the consumer is unable to meet its payment(s), this is, after he was confronted by the entrepreneur on the late payment and the entrepreneur has given the consumer a period of 14 days in which to comply with its payment obligations, after a non-payment within this 14-day period, the outstanding amount of the legal interest and the entrepreneur is entitled to charge the extrajudicial collection costs incurred by him. These collection costs exceed 15% of outstanding amounts to 2.500 ; 10% over the subsequent 2,500, and 5% over the next 5,000, with a minimum of 40. The entrepreneur can benefit consumers differ from these amounts and percentages.

Article 16 - Complaints regulation

The entrepreneur has a sufficiently communicated procedure for complaints and treats the complaint according to the procedures.

Complaints about the execution of the arrangement need to be submitted to the operator in reasonable time after the consumer has detected any faults, with a full and clear description of the fault.

Complaints submitted to the operator are answered within a term of 14 days counting from the date the complaint is received. If the complaint has a foreseeably longer processing time, the operator will send an acknowledgement of receipt within the term of 14 days, containing an indication when the consumer can expect a full reply.

A complaint about a product, service or an after-sales service that the operator provided can also be submitted through the complaint form on the consumer page of the website Thuiswinkel.org www.thuiswinkel.org. The complaint will then be sent to the concerning operator as well as to Thuiswinkel.org.

The consumer must give the operator at least 4 weeks to solve the complaint in mutual consultation. After this period of time there will be a dispute that is open to the dispute settlement rules.

Article 17 - Disputes

Dutch Law applies exclusively to agreements between operator and consumer, to which these general conditions apply.

Disputes between the consumer and the operator about the formation or execution of the contract relating to the products and services supplied or to be supplied, can, with due observance, be put before the Thuiswinkel Disputes Committee, Postbus 90600, 2509 LP in The Hague (www.sgc.nl).

A dispute will only be taken in consideration by the Disputes Committee after the consumer has submitted their complaint within reasonable time to the operator first.

If the submitted complaint does not lead to a solution, then the dispute must be submitted to the Disputes Committee in either written or another form to be decided upon by the committee, no longer than 12 months after the date that the complaint was first submitted by the consumer.

When a consumer wants to submit a dispute to the Disputes Committee the operator is bound by this choice. The consumer will preferably inform the operator of their intention.

When an operator wants to submit a dispute to the Disputes Committee, the consumer has to reply with a written statement, whether they want the dispute brought before the competent court, within a term of five weeks after the operator has sent a written request. If the operator does not receive the choice of the consumer within the term of five weeks, then by right the operator is allowed to bring the dispute to the competent court.

The Disputes Committee's decision will be made under the conditions as set out in the rules of the Disputes Committee. (www.deDisputescommissie.nl/over-ons/de-commissies/2404/thuiswinkel). The decision of the Disputes Committee is made in accordance with that regulation is by way of a binding decision.

The Disputes Committee will not deal with a dispute or will terminate their intervention – if the operator has been granted moratorium of payments, is declared bankrupt or has effectively ended their business activities, before the committee dealt with the dispute during a session and rendered a final ruling.

If another disputes committee that is recognized by or affiliated with the Disputes Committee Foundation for Consumer Affairs (SGC) or the Dutch Financial Services Complaints Authority (KiFid) is competent, in addition to the Thuiswinkel Disputes Committee, the latter will have exclusive jurisdiction for disputes relating mainly to the method of distance sales or services. For all other disputes the Disputes Committee that is recognised by or affiliated with SGC or Kifid.

Article 18 - Trade Guarantee

Thuiswinkel.org guarantee the fulfillment of binding recommendations made by the Thuiswinkel Disputes committee by their members, unless the member decides to send the binding opinion within two months for review to the court. This guarantee revives if the binding opinion after review by the court has been confirmed and the judgement has become final. An amount of up to euro 10,000 maximum for each binding decision is paid to the consumer by Thuiswinkel.org. In the case of amounts greater than euro 10,000 for each binding decision, the consumer receives an amount of euro 10,000. As far as the sum is higher than euro 10.000,- Thuiswinkel.org has the obligation to take reasonable adequate efforts to pursue the member to fulfil the binding advice.

The application of this guarantee will require the client to submit an application in written form to the Thuiswinkel.org and that the amount he claims from the operator is transferred to Thuiswinkel.org. If the claim on the operator exceeds euro 10,000,- it will be offered to consumer to the extent that the claim in excess of euro 10,000,- will be transferred to Thuiswinkel.org, who in its own name and costs shall try to get payment and fulfilment of these rights to compensate the consumer.

Article 19 - Additional or different terms

Additional provisions of and/or deviations from these General Terms and Conditions may not be to the Consumer's detriment and must be put in writing or be recorded in such a way that the Consumer can store them in an accessible manner on a long-term data carrier.

Article 20 - Amendments to the General Conditions Homeshopping

Thuiswinkel.org will not change these General Terms and Conditions other than in consultation with the Consumentenbond.

Amendments to these Terms and Conditions are valid only after they have been published in the appropriate way, provided that the provision that is most favourable to the Consumer shall prevail in case of appropriate amendments during the validity of the offer.

Thuiswinkel.org

www.thuiswinkel.org

Horaplantsoen 20, 6717 LT Ede

Postbus 7001, 6710 CB Ede Netherlands Appendix 1: Standard form for recall;