



General Terms and Conditions – online shop Twin Air

Of the online shop of the private limited liability company Twin Air

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Article 1 - Definitions

The following definitions apply in these terms and conditions:

- 1.1 **General Terms and Conditions:** these terms and conditions;
- 1.2 **Supplementary agreement:** an agreement in which a consumer obtains products via a distance contract, and Twin Air or a third party delivers these products in accordance with an agreement between that third party and Twin Air;
- 1.3 **Withdrawal period:** the period within which a consumer can make use of his right of withdrawal;
- 1.4 **Twin Air:** the user of these General Terms and Conditions and the party offering products to the Consumer;
- 1.5 **Consumer:** a natural person whose actions are not carried out for objectives relating to the course of a trade, a profession or a business;
- 1.6 **Day:** calendar day;
- 1.7 **Durable medium:** every means - including emails - that enables a consumer or Twin Air to store information that is addressed to him in person in a way that facilitates its future use or consultation during a period that is in keeping with the objective for which the information is intended, and which facilitates the unaltered reproduction of the stored information;
- 1.8 **Right of Withdrawal:** the possibility for a consumer to waive a distance contract within the withdrawal period;
- 1.9 **Distance contract:** a contract concluded between Twin Air and a consumer within the framework of system organized for the distance sale of products whereby sole or partly use is made of one or more techniques for distance communication up to and including the moment that the contract is concluded;



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- 1.10 **Model form for right of withdrawal:** the European model form for right of withdrawal that is included in Appendix I of these terms and conditions. Twin Air is not obliged to provide Appendix I if the consumer has no right of withdrawal with regard to his order;
- 1.11 **Technique for distance communication:** means that can be used for communication regarding the offer made by Twin Air and concluding a contract, without the necessity of the consumer and Twin Air being in the same place at the same time.
- 1.12 **Website:** <https://twinair.com/>

Article 2 – Identity of Twin Air

- 2.1 Twin Air
Eisenhowerweg 8
5466 AC Veghel
- Telephone number: +31 413 343 040
Contact: <https://twinair.com/contact-us>
Chamber of Commerce number: 16039538
VAT identification number: NL 0043.63.863.B01

Article 3 – Applicability

- 3.1 These General Terms and Conditions apply to every offer made by Twin Air and to every distance contract that has been realized between Twin Air and a Consumer.
- 3.2 Prior to the conclusion of a distance contract, the text of these General Terms and Conditions will be made available to the Consumer. If this is not reasonably possible, Twin Air will indicate, before the distance contract is concluded, in what way the General Terms and Conditions are available for inspection at Twin Air's premises and that they will be sent free of charge to the Consumer, as quickly as possible, at the Consumer's request.
- 3.3 If the distance contract is concluded electronically, then, contrary to the previous paragraph, and before the distance contract is concluded, the Consumer will be provided with the text of these General Terms and Conditions electronically, in such a way that the Consumer can easily store them on a durable data carrier. If this is not reasonably possible, then before concluding the distance contract, Twin Air will indicate where the General Terms and Conditions can be inspected electronically and that at his request they will be sent to the Consumer free of charge, either electronically or in some other way.
- 3.4 Twin Air reserves the right to amend the General Terms and Conditions. An amendment only affects offers made after the amendment of the General Terms and Conditions and agreements concluded after the amendment of the General Terms and Conditions.
- 3.5 In case of conflict between the text of the General Terms and Conditions and the Distance Contract, the provisions of the Distance Contract shall prevail.
- 3.6 If at any time Twin Air does not (immediately) exercise its rights under the Distance Contract and/or these General Terms and Conditions, this does not affect its right and ability to (still) do so in the future for any reason at its discretion.



Article 4 – The offer

- 4.1 If an offer is subject to a limited period of validity or is made subject to conditions, this will be explicitly mentioned in the offer.
- 4.2 The offer contains a complete and accurate description of the products being offered. The description is sufficiently detailed to enable the Consumer to make a proper assessment of the offer. If Twin Air makes use of illustrations, these will be a true representation of the products being offered. Twin Air is not bound by obvious errors or mistakes in the offer.
- 4.3 Every offer contains information that makes it clear to the Consumer what rights and obligations are related to the acceptance of the offer.
- 4.4 Twin Air reserves the right to make changes to products depicted on the Website, and to remove products depicted thereon from the assortment.

Article 5 – The contract

- 5.1 The contract will be concluded, subject to that which is stipulated in paragraph 4, at the moment at which the Consumer accepts the offer and the conditions thereby stipulated have been fulfilled.
- 5.2 If the Consumer has accepted the offer electronically, Twin Air will confirm receipt of acceptance of the offer electronically. The Consumer can dissolve the contract as long as this acceptance has not been confirmed by Twin Air.
- 5.3 If the contract is concluded electronically, Twin Air will take suitable technical and organizational measures to secure the electronic transfer of data and he will ensure a safe web environment. If the Consumer is able to pay electronically, Twin Air will take suitable security measures.
- 5.4 Twin Air may obtain information – within statutory frameworks – about the Consumer's ability to fulfill his payment obligations, as well as about facts and factors that are important for the responsible conclusion of the distance contract. If that research gives Twin Air proper grounds for declining to conclude the contract, then he has a right, supported by reasons, to reject an order or application or to bind its implementation to special conditions.
- 5.5 Twin Air will send to a Consumer, at the latest when delivering a product, the following information, in writing, or in such a way that the Consumer can store it on an accessible durable medium:
 - a. the office address of Twin Airs' business location where the Consumer can lodge complaints;
 - b. the conditions under which the Consumer can make use of the Right of Withdrawal and the method for doing so, or a clear statement relating to preclusion from the Right of Withdrawal;
 - c. information on guarantees and existing after-sales service;
 - d. the price, including all taxes on the product; the costs of delivery insofar as applicable, and the method of payment and delivery;
 - e. if the Consumer has a Right of Withdrawal, the model form for Right of Withdrawal.

Article 6 – Right of Withdrawal



- 6.1 When purchasing products, a Consumer has the right to dissolve a contract, without giving reasons, during a period of at least 14 Days. Twin Air is allowed to ask a Consumer for the reason of this dissolution, but the Consumer is under no obligation to state his/her reason(s).
- 6.2 The period stipulated in para. 1 commences on the Day after the product was received by the Consumer, or a third party designated by the Consumer, who is not the transporting party, or:
 - a. if the Consumer has ordered several products: the day on which the Consumer, or a third party designated by the Consumer, received the last product. Twin Air may refuse a single order for several products with different delivery dates, provided he clearly informed the Consumer of this prior to the ordering process.
 - b. if the delivery of a product involves different deliveries or parts: the Day on which the Consumer, or a third party designated by the Consumer, received the last delivery or the last part;
 - c. with contracts for the regular delivery of products during a given period: the Day on which the Consumer, or a third party designated by the Consumer, received the last product.

Article 7 - Consumers' obligations during the withdrawal period

- 7.1 During the withdrawal period, the Consumer shall treat the product and its packaging with care. He shall only unpack or use the product in as far as necessary in order to assess the nature, characteristics and efficacy of the product. The point of departure here is that the Consumer may only handle and inspect the product in the same way that he would be allowed in a shop.
- 7.2 The Consumer is only liable for the product's devaluation that is a consequence of his handling the product other than as permitted in para. 1.
- 7.3 The Consumer is not liable for the product's devaluation if Twin Air did not provide him with all the statutorily obligatory information about the right of withdrawal before the contract was concluded

Article 8 - Consumers who exercise their right of withdrawal and the costs involved

- 8.1 A Consumer who wants to exercise his Right of Withdrawal shall report this to Twin Air, within the withdrawal period, by means of the model form for right of withdrawal or in some other unequivocal way.
- 8.2 As quickly as possible, but no later than 14 days after the day of reporting as referred to in para. 1, the Consumer shall return the product, or hand it over to (a representative of) Twin Air. This is not necessary if Twin Air has offered to collect the product himself. The Consumer will in any case have complied with the time for returning goods if he sends the product back before the withdrawal period has lapsed.
- 8.3 The Consumer returns the product with all relevant accessories, if reasonably possible in the original state and packaging, and in accordance with the reasonable and clear instructions provided by Twin Air.
- 8.4 The risk and the burden of proof for exercising the Right of Withdrawal correctly and in time rest upon the Consumer.



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- 8.5 The Consumer bears the direct costs of returning the product. If Twin Air has not declared that the Consumer shall bear these costs or if Twin Air indicates a willingness to bear these costs himself, then the Consumer shall not be liable to bear the costs of returning goods.
- 8.6 If the Consumer exercises his Right of Withdrawal, all Additional Agreements shall be terminated by operation of law.

Article 9 – Twin Airs’ obligations in a case of withdrawal

- 9.1 If Twin Air makes it possible for a Consumer to declare his withdrawal via electronic means, then after receiving such a declaration, he sends immediate confirmation of receipt.
- 9.2 Twin Air reimburses the Consumer immediately with all payments, including any delivery costs Twin Air charged for the returned product, though at the latest within 14 days after the day on which the Consumer reported the withdrawal. Except in cases in which Twin Air has offered to retrieve the product himself, he can postpone refunding until he has received the product or until the Consumer proves he has returned the product, depending on which occurs earlier.
- 9.3 For any reimbursement, Twin Air will use the same payment method that was initially used by the Consumer, unless the Consumer agrees to another method. Reimbursement is free of charge for the Consumer.
- 9.4 If the Consumer chose an expensive method of delivery in preference to the cheapest standard delivery, Twin Air does not have to refund the additional costs of the more expensive method.

Article 10 – The price

- 10.1 During the period of validity indicated in the offer, the prices of the products being offered will not be increased, except for price changes in VAT-tariffs.
- 10.2 Contrary to the previous paragraph, Twin Air may offer products at variable prices, in cases where these prices are subject to fluctuations in the financial market over which Twin Air has no influence.
- 10.3 Price increases within 3 months after the contract was concluded are only permitted if they are the result of statutory regulations or stipulations.
- 10.4 Price increases more than 3 months after the contract was concluded are only permitted if Twin Air stipulated as much and:
- a. they are the result of statutory regulations or stipulations; or
 - b. the Consumer is authorized to terminate the contract on the Day on which the price increase takes effect.
- 10.5 Prices stated in offers of products include VAT.
- 10.6 Consumer cannot derive any rights from bonuses, discounts or offers given by Twin Air in the past.

Article 11 – Contract fulfilment and extra guarantee



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- 11.1 Twin Air guarantees that the products fulfill the contract, the specifications stated in the offer, the reasonable requirements of reliability and/or serviceability and the statutory stipulations and/or government regulations that existed on the date that the contract was concluded. If agreed Twin Air also guarantees that the product is suited for other than normal designation.
 - 11.2 An extra guarantee arrangement offered by Twin Air, manufacturer or importer can never affect the statutory rights and claims that a Consumer can enforce against Twin Air on the grounds of the contract if Twin Air failed to fulfil his part in the contract.
 - 11.3 An extra guarantee is defined as every commitment of Twin Air, his supplier, importer or manufacturer that grants a Consumer rights or claims, in excess of those provided by law, for the event that he fails to fulfil his part in the contract.

Article 12 – Supply and implementation

- 12.1 Twin Air will take the greatest possible care when receiving and implementing orders for products.
- 12.2 The place of delivery is deemed to be the address that the Consumer makes known to Twin Air.
- 12.3 Taking into consideration that which is stated in article 4 of these General Terms and Conditions, Twin Air will implement accepted orders with efficient expedition, though at the latest within 30 days, unless a different period of delivery has been agreed. If delivery suffers a delay, or if the delivery cannot be implemented, or only partially, the Consumer will be informed about this at the latest 30 days after the order was placed. In this case, the Consumer has a right to dissolve the contract free of charge and a right to possible damages.
- 12.4 Following dissolution in accordance with the previous paragraph, Twin Air refunds the Consumer as soon as possible, but in any case within 30 Days, the sum he had paid.
- 12.5 The risk of damage and/or loss of products rests upon Twin Air up to the moment of delivery to the Consumer or a representative previously designated by the Consumer and announced to Twin Air, unless this has explicitly been agreed otherwise.

Article 13 - Payment

- 13.1 As far as no other date is stipulated in the contract or supplementary conditions, sums payable by the Consumer should be paid within 14 days after commencement of the withdrawal period, or in the absence of a withdrawal period within 14 days after the conclusion of the contract.
- 13.2 The Consumer is obliged to report immediately to Twin Air any inaccuracies in payment data provided or stated.
- 13.3 If a Consumer fails to fulfil his payment obligation(s) in good time, after Twin Air has informed the Consumer about the late payment, the Consumer is allowed 14 days in which to fulfil the obligation to pay; if payment is not made within this 14-Day period, statutory interest will be payable over the sum owed and Twin Air has the right to charge reasonable extrajudicial costs of collection he has incurred.
- 13.4 In case of non-payment, the Consumer is immediately in default and Twin Air may terminate the contract immediately.



Article 14 - Disputes

- 14.1 Agreements between Twin Air and the Consumer to which these General Terms and Conditions relate are exclusively governed by Dutch law.
- 14.2 All disputes arising from or relating to the Agreement shall be exclusively settled by the District Court Oost-Brabant, 's-Hertogenbosch.



Appendix I: Model form for right of withdrawal

Model form for right of withdrawal

(this form should only be completed and returned if you want to withdraw from the contract)

- **To:** **Twin Air**
Eisenhowerweg 8
5466 AC Veghel

E-mail adress: info@twinair.com
Contact: <https://twinair.com/contact-us>

- I/we* herewith inform you that, in respect of our contract regarding
The sale of the following products: [description of the product]*

I/we* exercise our right of withdrawal.

- Ordered on*/received on* [date of ordering or receiving goods]
- [Consumer(s)' name]
- [Consumer(s)' address]
- [Consumer(s)' signature] (only if this form is submitted on paper)
- [Date]

*Delete or provide supplementary information, as applicable.