



Terms and conditions

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Article 1 - Definitions

These terms and conditions include:

1. Additional agreement: An agreement whereby the consumer acquires products, digital content and / or services in connection with a distance agreement and these business, digital content and / or services are provided by the entrepreneur or by a third party based on an agreement between the third and the entrepreneur;
2. Reflection period: The term within which consumers can make use of their right of withdrawal;
3. Consumer: The natural person who does not trade for purposes related to his commercial, business, craft or professional activity;
4. Day: Calendar day;
5. Digital content: Data produced and delivered in digital form;
6. Duration agreement: An agreement that provides for the regular supply of business, services and / or digital content for a specified period of time;

7. Sustainable data carrier: any tool - including e-mail - that allows the consumer or entrepreneur to store information that is personalized to him in a manner that allows future consultation or use over a period of time tailored to the purpose for which the information is intended and allows for unmodified reproduction of the stored information;
8. Right of withdrawal: The ability of the consumer to refrain from the distance agreement within the conceivable period;
9. Entrepreneur: The natural or legal person who offers products, (access to) digital content and / or remote services to consumers;
10. Remote Agreement: an agreement concluded between the entrepreneur and the consumer in the context of an organized remote marketing system, digital content and / or services, whereby only or coincidentally use is made of one or more remote communication techniques until the conclusion of the agreement;
11. Model form for revocation: The European Model Form for Revocation set out in Annex I to these terms;
12. Remote communication technology: means that can be used to conclude an agreement, without the need for consumer and entrepreneur to be in the same room at the same time.

Article 2 - Identity of the entrepreneur

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Article 3 - Applicability

1. These terms and conditions apply to any offer of the entrepreneur and to any agreement reached between the entrepreneur and the consumer.
2. Before the remote agreement is concluded, the text of these terms and conditions will be made available to the consumer. If this is not reasonably possible, the entrepreneur shall, before the agreement is concluded remotely, indicate the manner in which the terms and conditions of the entrepreneur can be viewed and that they are sent free of charge at the request of the consumer as soon as possible.
3. If a remote agreement is concluded electronically, by way of derogation from the preceding paragraph and before the distance contract is concluded, the text of these terms and conditions may be made available electronically to the consumer in such a way that they can easily be stored on a durable data carrier by the consumer. If this is not reasonably possible, before the distance contract is concluded, the consumer will be notified where and how the general terms and conditions can be viewed electronically and that they will be sent free of charge electronically or otherwise if requested by the consumer.

4. In the event that, in addition to these general terms and conditions, specific product or service terms apply, the second and third paragraphs apply mutatis mutandis and, in the event of contradictory terms, the consumer may always rely on the applicable provision which is the most favourable for him.

Article 4 - The offer

1. If an offer has a limited period of validity or is subject to conditions, this is explicitly stated in the offer.

2. The offer contains a complete and accurate description of the products, digital content and / or services offered. The description is sufficiently detailed to allow a good assessment of the offer by the consumer. If the entrepreneur uses images, they are a true faithful representation of the offered products, services and / or digital content. Apparent mistakes or manifest errors in the offer do not bind the entrepreneur.

3. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to the acceptance of the offer.

Article 5 - The agreement

1. Subject to the provisions of paragraph 4, the agreement shall be concluded at the time of acceptance by the consumer of the offer and compliance with the conditions attached thereto.

2. If the consumer has accepted the offer by electronic means, the entrepreneur immediately confirms receipt of acceptance of the offer by electronic means. As long as the receipt of this acceptance has not been confirmed by the entrepreneur, the consumer can terminate the agreement.

3. If the agreement is established electronically, the entrepreneur finds appropriate technical and organizational measures to ensure the electronic transmission of data and ensures a secure web environment. If the consumer can pay electronically, the entrepreneur will take appropriate safety measures.

4. The entrepreneur may, within legal frameworks, inform whether the consumer is able to meet his payment obligations, as well as all the facts and factors that are relevant for the accountability of the remote agreement. If, on the basis of this investigation, the entrepreneur has good grounds for not entering into the agreement, he is entitled to refuse an order or application or to impose special conditions on the execution.

5. The entrepreneur shall forward the following information, in writing or in such a way as to be accessible by the consumer in an accessible manner to a sustainable data carrier, at the latest upon delivery of the product, service or digital content to the consumer:

1. The visiting address of the establishment of the entrepreneur where the consumer is entitled to complaints;
2. The conditions under which and the manner in which the consumer may use the right of withdrawal or a clear notification of the exclusion of the right of withdrawal;
3. Warranty information and existing post-purchase service;

4. The price including all taxes on the product, service or digital content; Where applicable, the cost of delivery; And the manner of payment, delivery or performance of the remote agreement;

5. The terms for termination of the agreement if the agreement lasts for more than one year or is of indefinite duration;

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

6. In the case of an overdraft transaction, the provision in the previous paragraph applies only to the first delivery.

Article 6 - Right of withdrawal

For products:

1. The consumer may dissolve a contract relating to the purchase of a product for a period of at least 14 days without giving reasons. The entrepreneur may ask the consumer for the reason for withdrawal, but do not oblige them to state their reasons.

2. The reflection period referred to in paragraph 1 shall commence on the day after the consumer, or a third party designated by the consumer, who is not the carrier, received the product, or:

1. If the consumer has ordered multiple products in the same order: the date on which the consumer, or a third party designated by him, received the last product. The entrepreneur may, if he has informed the consumer clearly in advance of the ordering process, refuse an order of multiple products with a different delivery time.

2. If the delivery of a product consists of different consignments or parts: the date on which the consumer, or a third party designated by him, received the last consignment or the last item;

3. In the case of regular delivery of products for a specified period: the date on which the consumer, or a third party designated by him, received the first product.

For services and digital content not provided on a material carrier:

3. The consumer may dissolve a service agreement and a non-material delivery agreement for a minimum of 14 days without giving reasons. The entrepreneur may ask the consumer for the reason for withdrawal, but do not oblige them to state their reasons.

4. The period referred to in paragraph 3 begins on the day following the conclusion of the agreement.

Extended length of time for products, services and digital content not provided on a material basis by non-disclosure of withdrawal rights:

5. If the entrepreneur has not provided the consumer with statutory information on the right of withdrawal or the model for revocation, the period of refusal shall 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 consumer with the information referred to in the preceding paragraph within twelve months after the date of commencement of the original reflection period, the period of notice shall expire 14 days after the date on which the consumer has received that information.

Article 7 - Obligations of the consumer during the appraisal period

1. During the reflection period, the consumer will carefully handle the product and the packaging. He will only extract 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 can only handle and inspect the product as he should do in a store.

2. The consumer is solely responsible for impairment of the product resulting from a way of dealing with the product beyond that permitted in paragraph 1.

3. The consumer is not liable for impairment of the product if the entrepreneur has not provided him with all statutory mandatory information on the right of withdrawal before or upon the conclusion of the agreement.

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

1. If the consumer makes use of his right of withdrawal, he will report this unambiguously to the entrepreneur within the reflection period, by means of the model form for revocation or otherwise.

2. As soon as possible, but within 14 days of 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 does not apply if the entrepreneur has offered to retrieve the product himself. In any case, the consumer has complied with the return period when he returns the product before the reflection period has expired.

3. The consumer will return the product with all delivered accessories, if reasonably possible in 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 right and timely exercise of the right of withdrawal lies with the consumer.

5. The consumer shall bear the direct cost of returning the product. If the entrepreneur has not reported that the consumer has to bear these costs or if the entrepreneur decides to bear the costs himself, the consumer does not have to bear the cost of returning.

6. The consumer shall not bear any costs for the full or partial delivery of non-material digital content provided that:

1. He has not explicitly agreed before delivery to commence compliance with the agreement before the end of the reflection period.
2. He has not acknowledged to lose his right of withdrawal in granting his consent; or
3. The entrepreneur has failed to confirm this statement from the consumer.

9. If the consumer makes use of his right of withdrawal, all additional agreements are terminated by law.

Article 9 - Obligations of the entrepreneur upon revocation

1. If the trader electronically makes a notification of consumer revocation, he will send a confirmation of receipt immediately upon receipt of this notification.
2. The entrepreneur shall reimburse all payments made by the consumer, including any delivery costs incurred by the entrepreneur for the returned product, without delay but within 14 days following the date on which the consumer notifies him of the withdrawal. Unless the entrepreneur offers to retrieve the product himself, he may wait for repayment until he has received the product or the consumer demonstrates that he has returned the product, whichever is earlier.
3. The entrepreneur uses the same means of payment used by the consumer for repayment unless the consumer agrees with another method. The refund is free for the consumer.
4. If the consumer has chosen a more expensive method of delivery than the cheapest standard delivery, the entrepreneur does not have to pay back the additional cost for the more expensive method.

Article 10 - Exclusion of right of withdrawal

The entrepreneur may exclude the following products and services from the right of withdrawal, but only if the entrepreneur clearly states this at the offer, at least in time for the conclusion of the agreement:

1. Products or services whose price is subject to fluctuations in the financial market on which the entrepreneur has no influence and which may occur within the period of withdrawal;
2. Agreements that are closed during a public auction. Public auction means a sales method whereby products, digital content and / or services are offered by the entrepreneur to the consumer who is personally present or able to be personally present at the auction under the guidance of an auctioneer and in which the Successful bidder is obliged to take down the products, digital content and / or services;
3. Services, after full service, but only if:
 1. Implementation has begun with explicit prior consent of the consumer; and
 2. The consumer has declared that he loses his right of withdrawal once the entrepreneur has completed the contract;
 4. Package travel as referred to in Article 7: 500 BW and passenger transport contracts;
 5. Services for the provision of accommodation, if provided for in the agreement, a certain date or period of implementation and other than for residential purposes, freight transport, car rental services and catering;
 6. Agreements relating to leisure activities, provided for in the agreement, a certain date or period of implementation thereof;

7. 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 particular person;
8. Perishable products or products with limited shelf life;
9. Sealed products which, for reasons of health or hygiene, are not suitable to be returned and whose seal has been broken after delivery;
10. Products which, by their nature, are irrevocably mixed with other products;
11. Alcoholic beverages whose price has been agreed upon at the conclusion of the contract but whose delivery can only take place after 30 days and whose actual value depends on fluctuations in the market where the entrepreneur has no influence;
12. Sealed audio, video and computer software, the seal of which has been broken after delivery;
13. Newspapers or magazines, with the exception of subscriptions to these;
14. The delivery of digital content other than a material carrier, but only if:
 1. Implementation has begun with explicit prior consent of the consumer; and
 2. The consumer has declared that he is losing his right of withdrawal.

Article 11 - The price

1. During the period of validity of the offer, the prices of the products and / or services offered will not be increased, subject to price changes due to changes in VAT rates.
2. By way of derogation from the previous paragraph, the entrepreneur may offer products or services whose prices are subject to fluctuations in the financial market and where the entrepreneur is not affected by variable prices. This tendency to fluctuations and the fact that any given prices are target prices are stated in the offer.
3. Price increases within 3 months after the conclusion of the agreement are permitted only if they result from statutory regulations or provisions.
4. Price increases from 3 months after the conclusion of the agreement are only allowed if the entrepreneur has stated this and:
 - A. These are due to statutory regulations or provisions; or
 - B. The consumer has the power to cancel the agreement as from the date of the price increase.
5. Prices mentioned in the offer of products or services include VAT.

Article 12 - Compliance agreement and additional warranty

1. The entrepreneur ensures that the products and / or services comply with the agreement, the specifications specified, the reasonable requirements of validity and / or usability and provisions and / or government regulations on the statutory date of the agreement. If agreed, the entrepreneur also ensures that the product is suitable for other than normal use.

2. A supplementary guarantee provided by the entrepreneur, its supplier, manufacturer or importer never limits the legal rights and claims that the consumer can make against the entrepreneur under the agreement if the entrepreneur is flawed in compliance with his part of the agreement.
3. Additional Warranty means any commitment of the entrepreneur, its supplier, importer or producer in which it grants to the consumer certain rights or claims that go beyond what is legally required to him in the event of failure to comply with his part of the agreement.

Article 13 - Delivery and execution

1. The entrepreneur shall take the utmost care with regard to the receipt and execution of orders for products and in assessing applications for the provision of services.
2. The place of delivery is the address which the consumer has notified to the entrepreneur.
3. Subject to what is stated in article 4 of these terms and conditions, the vendor will carry out accepted orders at an expedited rate, but no later than 30 days, unless another delivery period has been agreed. If delivery is delayed, or if an order cannot be executed or only partially, the consumer will receive a notice of this within 30 days after placing the order. In that case, the consumer has the right to dissolve the agreement at no cost and the right to any damages.
4. After dissolution in accordance with the previous paragraph, the entrepreneur will repay the amount paid by the consumer without delay.
5. The risk of damage and / or loss of products rests with the entrepreneur until the time of delivery to the consumer or a pre-designated representative, announced to the entrepreneur, unless explicitly agreed otherwise.

Article 14 - Duration transactions: duration, termination and extension

Termination:

1. The consumer may at any time terminate an agreement for an indefinite period which includes the provision of scheduled products or services in accordance with agreed notice rules and a notice period of no more than one month.
2. Consumers may terminate a fixed-term agreement which aims at the scheduled delivery of products or services, at any time by the end of the specified period, in accordance with agreed notice of cancellation and a notice period of no more than one month.
3. The consumer may terminate the agreements mentioned in the previous paragraphs:
 - at all times and not be restricted to termination at a particular time or in a certain period;
 - at least in the same manner as they have been incurred by him;
 - always with the same notice period as the entrepreneur has undertaken for himself.

Extension:

4. A fixed-term contract, which involves the regular delivery of products or services, may not be tacitly renewed or renewed for a certain period of time.

5. By way of derogation from the previous paragraph, a fixed-term contract which is intended to provide regular delivery of daily newspapers and may be tacitly extended for a period of up to three months if the consumer terminate this extension of the agreement by the end of the renewal with a notice period of no more than one month.
6. An agreement entered into for a limited period of time, which provides for the regular delivery of products or services may only be extended for an indefinite period if the consumer can terminate at any time with a notice period of no more than one month.
7. A contract of limited duration until the scheduled delivery of daily and weekly newspapers and magazines (trial or acquaintance subscription) is not tacitly continued and ends automatically after the trial or acquisition period.

Duration:

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

Article 15 - Payment

1. Unless otherwise stipulated in the agreement or additional terms, the amounts owed by the consumer must be paid within 14 days of the commencement of the notice, or in the absence of a notice within 14 days of closing the agreement. In the case of an agreement to provide a service, this term will commence on the day after the consumer has received the confirmation of the agreement.
2. In the case of consumer products, the consumer may never be required terms and conditions to pay more than 50% in advance. When prepayment is agreed, the consumer cannot make any right regarding the execution of the order or service(s) concerned before the prepaid payment has taken place.
3. The consumer is obliged to notify the entrepreneur without delay of any incorrect provided or reported payment information.
4. If the consumer fails to meet his payment obligation(s) in good time, and after having been informed by the entrepreneur of late payment and the entrepreneur has given the consumer a 14-day deadline to meet his payment obligations, after the failure to pay within this 14-day period, the statutory interest is due on the amount 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 to € 2,500, =; 10% over the next € 2,500, = and 5% over the next € 5,000, = with a minimum of € 40, =. The entrepreneur may deviate from the amounts and percentages for the benefit of the consumer.

Article 16 - Complaints

1. The entrepreneur has a well-known complaints procedure and deals with the complaint in accordance with this complaint procedure.
2. Complaints about the performance of the agreement must be submitted fully and clearly to the entrepreneur within a reasonable time after the consumer has identified the defects.

3. Complaints submitted to the entrepreneur shall be answered within 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the entrepreneur will reply within 14 days with a notice of receipt and an indication when the consumer can expect a more comprehensive response.
4. If a complaint cannot be resolved within a reasonable period of time or within 3 months after the complaint is lodged, a dispute arises which is susceptible to the dispute settlement.

Article 17 - Disputes

1. To agreements between the entrepreneur and the consumer to which these terms and conditions relate, only Dutch law applies.

Article 18 - Additional or derogatory provisions

Additional or different provisions from these terms and conditions may not be to the detriment of the consumer and must be written in writing or in such a way that they can be stored by the consumer in an accessible manner on a sustainable data carrier.