

TriFit Goods and Services - Terms and Conditions:

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Article 1 - Definitions

In these terms and conditions, the following definitions apply:

1. Additional agreement: an agreement whereby the consumer acquires products, digital content and/or services in connection with a distance agreement and these goods, digital content and/or services are provided 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 does not act 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 extends to the regular delivery of goods, services and/or digital content for a certain period;
7. Durable data carrier: any tool - including e-mail - that enables the consumer or entrepreneur to store information addressed to him personally in a way that future consultation or use for a period that is tailored to the purpose for which the information is intended, and that allows unchanged reproduction of the stored information;
8. Right of withdrawal: the possibility of the consumer to waive the distance contract within the cooling-off period;
9. Entrepreneur: the natural or legal person who is a member of Thuiswinkel.org and offers products (access to) digital content and/or services remotely to consumers;
10. Distance contract: an agreement concluded between the entrepreneur and the consumer within the framework of an organized system for distance selling of products, digital content and/or services, whereby exclusive or partly use is made of one or more techniques for distance communication up to and including the conclusion of the agreement;
11. Model withdrawal form: the European model withdrawal form contained in Annex I of these conditions; Annex I does not need to be made available if the consumer does not have a right of withdrawal in respect of his order;
12. Technique for remote communication: means that can be used to conclude a contract, without consumer and entrepreneur having to meet in the same room at the same time.

Article 2 - Identity of the entrepreneur

Entrepreneur name: TriFit Goods and Services.

Acting under the name(s): Trifit

Branch address: The Hague, Netherlands

Phone number: +31639883470

Accessibility: From Monday to Friday from 09:00 to 21:00 Central European Time

E-Mail: via this trifitshopping@gmail.com

Chamber of Commerce number:

VAT number:

Article 3 - Applicability

1. These general terms and conditions apply to every offer by the entrepreneur and to any distance agreement concluded between the entrepreneur and the consumer.
2. Before the distance contract is concluded, the text of these general terms and conditions is made available to the consumer. If this is not reasonably possible, the entrepreneur will indicate before the distance contract is concluded, how the general terms and conditions can be viewed by the entrepreneur and that they will be sent free of charge as soon as possible at the request of the consumer.
3. If the distance contract is concluded electronically, by way of derogation from the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions may be made available to the consumer by electronic means in such a way that it can be stored by the consumer in a simple way on a durable data carrier. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general terms and conditions can be taken into electronic means and that they will be sent electronically or otherwise free of charge at the request of the consumer.
4. In the event that specific product or service conditions apply in addition to these general terms and conditions, paragraphs 2 and 3 shall apply mutatis mutandis and the consumer may always invoke the applicable provision that is most favourable to him in the event of conflicting conditions.

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 representation of the products, services and/or digital content offered. Apparent mistakes or apparent 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 the acceptance of the offer.

Article 5 - The agreement

1. Subject to the provisions of paragraph 4, the agreement is concluded at the time of acceptance by the consumer of the offer and the fulfilment of the conditions set out in it.

2. If the consumer has accepted the offer electronically, the entrepreneur shall immediately confirm receipt of the 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 dissolve the agreement.

3. If the agreement is concluded electronically, the entrepreneur shall take appropriate technical and organisational measures to secure the electronic transfer of data and ensure a secure web environment. If the consumer can pay electronically, the entrepreneur will observe appropriate security measures.

4. The entrepreneur can inform himself within legal frameworks - whether the consumer can meet his payment obligations, as well as of all those facts and factors that are important for a responsible conclusion of the distance contract. If the entrepreneur has good reasons on the basis of this investigation not to enter into the agreement, he is entitled to refuse an order or application or to attach special conditions to the execution.

5. The entrepreneur will send 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 data carrier, no later than the delivery of the product, service or digital content to the consumer:

- a. the visiting address of the business branch where the consumer can go with complaints;
- b. the conditions under which and the manner in which the consumer can make use of the right of withdrawal, or a clear statement of the exclusion of the right of withdrawal;
- c. the information about warranties and existing post-purchase service;
- d. the price including all taxes of the product, service or digital content; where applicable the cost of delivery; and the method of payment, delivery or performance of the distance agreement;
- e. the requirements for termination of the contract if the contract has a duration of more than one year or is of an indefinite duration;
- f. if the consumer has a right of withdrawal, the model form for withdrawal.

Article 6 – Right of withdrawal

By products:

1. The consumer can dissolve an agreement relating to the purchase of a product for a reflection period of 14 days without giving any reason. The entrepreneur may ask the consumer about the reason for withdrawal, but may not oblige him to state his reason(s).
2. The cooling-off period referred to in paragraph 1 shall take off 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 ordered several products in the same order: the day on which the consumer, or a third party designated by him, received the last product. The entrepreneur may, provided that he has clearly informed the consumer about this prior to the ordering process, refuse an order of several products with a different delivery time.
 - 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, received the last shipment or the last part;
 - c. in the case of agreements for regular delivery of products for a certain period: the day on which the consumer, or a third party designated by him, received the first product.

For services and digital content that has not been delivered on a material carrier:

3. The consumer can terminate a service agreement and a contract for the delivery of digital content that has not been delivered on a material carrier for 14 days without giving any reason. The entrepreneur may ask the consumer about the reason for withdrawal, but may not oblige him to state his reason(s).
4. The cooling-off period referred to in paragraph 3 shall start on the day following the conclusion of the agreement.

Extended cooling-off period for products, services and digital content that have not been delivered on a material carrier when not informed about the right of withdrawal:

5. If the entrepreneur has not provided the consumer with the legally required information on the right of withdrawal or the model withdrawal form, the cooling-off period expires twelve months after the end of the original cooling-off period determined in accordance with the previous paragraphs of this article.
6. If the entrepreneur has provided the information referred to in the preceding paragraph to the consumer within twelve months of the effective date of the original cooling-off period, the cooling-off period shall last 14 days after the day on which the consumer received that information.

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

1. During the cooling-off period, the consumer will handle the product and packaging carefully. He will only unpack or use the product to the extent necessary to determine the nature, characteristics and operation of the product. The starting point here is that the consumer is only allowed to handle and inspect the product as he is allowed to do in a store.
2. The consumer is only liable for any depreciation of the product that results from a way of dealing with the product that goes beyond what is permitted in paragraph 1.
3. The consumer is not liable for impairment of the product if the entrepreneur has not provided him with all the legally required information about the right of withdrawal before or at the conclusion of the contract.

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

1. If the consumer makes use of his right of withdrawal, he will 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 will return the product, or hand it over to (an authorised representative of) the entrepreneur. This is not necessary if the entrepreneur has offered to pick up the product himself. In any case, the consumer has observed the return period if he returns the product before the cooling-off period has expired.
3. The consumer will return the product with all supplied 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 correct and timely exercise of the right of withdrawal lies with the consumer.
5. The consumer bears 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 indicates that he bears the costs himself, the consumer does not have to bear the costs for return.
6. If the consumer revokes after first having expressly requested that the performance of the service or the supply of gas, water or electricity that have not been made ready for sale in a limited volume or certain quantity begins during the cooling-off period, the consumer owes the entrepreneur an amount proportional to that part of the commitment fulfilled by the entrepreneur at the time of withdrawal, compared to the full fulfilment of the commitment.
7. The consumer shall not bear any costs for the performance of services or the supply of water, gas or electricity, which have not been made ready for sale in a limited volume or quantity, or for the supply of district heating, if:
 - a. the entrepreneur has not provided 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, or;

b. the consumer has not expressly requested the start of the performance of the service or supply of gas, water, electricity or district heating 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 material carrier, if:

a. he has not expressly agreed to commence the performance of the agreement before the end of the cooling-off period prior to its delivery;

b. he has not acknowledged losing his right of withdrawal when granting his consent; or

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

9. If the consumer exercises his right of withdrawal, all additional agreements will be dissolved by law.

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

1. If the entrepreneur makes the notification of withdrawal by the consumer possible by electronic means, he will immediately send an acknowledgement of receipt after receiving this notification.

2. The entrepreneur will reimburse all payments made by the consumer, including any delivery costs charged by the entrepreneur 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 pick up the product himself, he may wait to refund 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 means of payment that the consumer used for refund, unless the consumer agrees to another method. The refund is free of charge for the consumer.

4. If the consumer has opted for a more expensive method of delivery than the cheapest standard delivery, the entrepreneur does not have to pay back the additional costs for the more expensive method.

Article 10 - Exclusion of the 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 for the conclusion of 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 understood to mean 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 direction of an auctioneer, and in which 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 execution has started with the express prior consent of the consumer; and

- b. the consumer has declared that he loses his right of withdrawal once the entrepreneur has fully performed the agreement;
4. Package travel as referred to in Article 7:500 of the Dutch Civil Code and passenger transport agreements;
5. Service agreements for the provision of accommodation, if the agreement provides for a certain date or period of execution and other than for residential purposes, freight transport, car rental services and catering;
6. Agreements relating to leisure activities, if the agreement provides for a certain date or period of performance 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 specific person;
8. Products that are quickly spoiled or have a limited shelf life;
9. Sealed products that are not suitable for return for reasons of health protection or hygiene and whose seal has been broken after delivery;
10. Products that are irrevocably mixed with other products after delivery by their nature;
11. Alcoholic beverages whose price was agreed at the conclusion of the agreement, but whose delivery can only take place after 30 days, and whose actual value depends on fluctuations in the market over which the entrepreneur has no influence;
12. Sealed audio, video recordings and computer software, the seal of which has been broken after delivery;
13. Newspapers, magazines or magazines, with the exception of subscriptions to them;
14. The delivery of digital content other than on a material carrier, but only if:
- a. the execution has started with the express prior consent of the consumer; and
 - b. the consumer has declared 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 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 over which the entrepreneur has no influence, with variable prices. This bond to fluctuations and the fact that any prices listed are target prices are mentioned in the offer.
3. Price increases within 3 months of the establishment of the agreement are only permitted if they are the result of statutory regulations or provisions.

4. Price increases from 3 months after the establishment of the agreement are only allowed if the entrepreneur has stipulated this and:

a. these are the result of statutory regulations or provisions; or

b. the consumer has the authority to terminate the agreement with effect from the day on which the price increase takes effect.

5. The prices mentioned in the offer of products or services include VAT.

Article 12 - Compliant agreement and additional guarantee

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

2. An additional warranty provided by the entrepreneur, its 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 comply with his part of the agreement.

3. Additional guarantee means any commitment of the entrepreneur, its supplier, importer or producer in which it grants the consumer certain rights or claims that go beyond what he is legally required to do in the event that he has failed to comply with his part of the contract.

Article 13 - Delivery and execution

1. The entrepreneur will take the utmost care in receiving and executing orders of products and in assessing applications for the provision of services.

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

3. Subject to what is stated in Article 4 of these general terms and conditions, the entrepreneur will execute accepted orders with appropriate urgency but no later than 30 days, unless a different delivery period has been agreed. If delivery is delayed, or if an order cannot be executed or can only be partially executed, the consumer will receive notification of this no later than 30 days after he has placed the order. In that case, the consumer has the right to terminate the contract at no cost and the right to any compensation.

4. After dissolution in accordance with the previous paragraph, the entrepreneur will immediately reimburse the amount paid by the consumer.

5. The risk of damage and/or loss of products rests with the entrepreneur until the time of delivery to the consumer or a representative designated in advance and disclosed to the entrepreneur, unless expressly agreed otherwise.

Article 14 - Duration transactions: duration, termination and extension

Cancellation:

1. The consumer may terminate an agreement that has been entered into for an indefinite period of time and which extends to the regular delivery of products (including electricity) or services, at any time, subject to the agreed termination rules and a notice period of up to one month.
2. The consumer can terminate an agreement that has been entered into for a fixed period of time and which extends to the regular delivery of products (including electricity) or services, at any time by the end of the fixed period, subject to the agreed termination rules and a notice period of up to one month.
3. The consumer may agree to the agreements referred to in the preceding paragraphs:
 - a. cancel at any time and not be limited to termination at a certain time or in a certain period;
 - b. at least cancel in the same way as they were entered into by him;
 - c. always cancel with the same notice period that the entrepreneur has stipulated for himself.

Extension:

4. An agreement that has been entered into for a fixed period of time and that extends to the regular delivery of products (including electricity) or services may not be tacitly renewed or renewed for a fixed period.
5. By way of derogation from the previous paragraph, an agreement that is entered into for a fixed period of time and that extends to the regular delivery of daily, news and weekly newspapers and magazines may be tacitly renewed for a certain duration of a maximum of three months, if the consumer can terminate this extended agreement by the end of the extension with a notice period of no more than one month.
6. An agreement that has been entered into for a fixed period of time and which extends to the regular delivery of products or services may only be tacitly renewed 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 not more than three months in case the agreement extends to the regular, but less than once a month, delivery of daily, news and weekly newspapers and magazines.
7. An agreement of limited duration until the regular delivery of daily, news and weekly newspapers and magazines (trial or introductory subscription) is not tacitly continued and ends automatically after the end of the trial or introductory period.

Duration:

8. If a contract has a duration of more than one year, the consumer may terminate the contract at any time after one year with a notice period of not more than one month, unless the reason and fairness opposes notice before the end of the agreed duration.

Article 15 - Payment

1. Insofar as not otherwise provided for in the agreement or additional conditions, the amounts due by the consumer must be paid within 14 days of the entry into of the cooling-off period, or in the absence of a cooling-off period within 14 days of the conclusion of the agreement. In the case of an agreement to provide a service, this period shall start on the day after the consumer has received confirmation of the agreement.
2. When selling products to consumers, the consumer should never be obliged to pay in advance of more than 50% in general terms and conditions. When advance payment has been stipulated, the consumer cannot assert any right regarding the execution of the relevant order or service(s), before the stipulated advance payment has taken place.
3. The consumer has the obligation to report inaccuracies in the payment details provided or mentioned to the entrepreneur without delay.
4. If the consumer does not meet his payment obligation(s) in time, after he has been informed by the entrepreneur of the late payment and the entrepreneur has granted the consumer a period of 14 days, starting the day after receipt of the reminder, to still comply with his payment obligations, after the failure to pay within this 14-day period, he is due the statutory interest on the amount still due and the entrepreneur is entitled to charge the extrajudicial collection costs incurred by him. These collection costs are a maximum of: 15% over outstanding amounts up to € 2,500,=; 10% over the subsequent € 2,500,= and 5% on the next € 5,000,= with a minimum of € 40,=. The entrepreneur may deviate from the aforementioned amounts and percentages for the benefit of the consumer.

Article 16 - Complaints Procedure

1. The entrepreneur has a sufficiently disclosed complaints procedure and handles the complaint in accordance with this complaint procedure.
2. Complaints about the execution of the agreement must be submitted to the entrepreneur in full and clearly defined within a reasonable time after the consumer has detected the defects.
3. Complaints submitted to the entrepreneur will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the entrepreneur will respond within the 14-day period with a message of receipt and an indication of when the consumer can expect a more detailed response.
4. A complaint about a product, service or service of the entrepreneur can also be submitted via a complaint form on the consumer page of the website of Thuiswinkel.org www.thuiswinkel.org. The complaint will then be sent both to the entrepreneur in question and to Thuiswinkel.org.
5. In any case, 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.

Article 17 - Disputes

1. Only Dutch law applies to agreements between the entrepreneur and the consumer to which these general terms and conditions relate.
2. Disputes between the consumer and the entrepreneur about the establishment or execution of agreements relating to products and services to be delivered or supplied by this entrepreneur may, subject to the following provisions, be submitted by both the consumer and the entrepreneur to the Disputes Committee Thuiswinkel, PO Box 90600, 2509 LP in The Hague (www.sgc.nl).
3. A dispute will only be dealt with 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 brought before the Disputes Committee no later than 12 months after the date on which the consumer lodged the complaint with the entrepreneur, in writing or in any other form to be determined by the Commission.
5. When the consumer wants to submit a dispute to the Disputes Committee, the entrepreneur is bound by this choice. Preferably, the consumer first reports this to the entrepreneur.
6. If the entrepreneur wishes to submit a dispute to the Disputes Committee, the consumer must decide in writing within five weeks of a written request made by the entrepreneur whether he also wishes to do so or wants to have the dispute dealt with by the competent court. If the entrepreneur does not learn 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 a ruling under the conditions as established in the regulations of the Disputes Committee (www.degeschillencommissie.nl/over-ons/de-commissies/2404/thuiswinkel). The decisions of the Disputes Committee are made by means of binding advice.
8. The Disputes Committee will not deal with a dispute or stop the treatment, if the entrepreneur has been granted a suspension of payment, it has become bankrupt or has actually terminated its business activities, before a dispute has been dealt with by the committee at the hearing and a final decision has been delivered.
9. If, in addition to the Thuiswinkel Disputes Committee, another recognized or affiliated with the Disputes Committees for Consumer Affairs (SGC) or the Financial Services Complaints Institute (Kifid) is competent, the Thuiswinkel Disputes Committee is preferably competent for disputes mainly concerning the method of distance sale or service. For all other disputes, the other recognized disputes committee affiliated with SGC or Kifid.

Article 18 - Industry Guarantee

1. Thuiswinkel.org guarantees compliance with the binding opinions of the Thuiswinkel Disputes Committee by its members, unless the member decides to submit the binding opinion to the court for review within two months of its dispatch. This guarantee is revived if the binding opinion has been maintained after review by the judge and the judgement showing this has become final. Up to a maximum amount of €10,000 per binding advice, this amount will be paid to the consumer by Thuiswinkel.org. For amounts greater than €10,000 per binding advice, €10,000 will be paid. For the superior, Thuiswinkel.org has an effort obligation to ensure that the member complies with the binding advice.
2. For the application of this guarantee, it is required that the consumer make a written appeal to this

at Thuiswinkel.org and that he transfer his claim against the entrepreneur to Thuiswinkel.org. If the claim against the entrepreneur exceeds €10,000, the consumer will be offered to transfer his claim to Thuiswinkel.org insofar as it exceeds the amount of €10,000,-, after which this organisation will demand payment in its own name and costs in law to satisfy the consumer.

Article 19 - Additional or deviating provisions

Additional provisions or provisions that deviate 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 I: Model withdrawal form

Model form for withdrawal

(only fill in and return this form if you want to withdraw from the agreement)

a. To: [name of entrepreneur]

[geographical address entrepreneur]

[entrepreneur fax number, if available]

[entrepreneur's email address or electronic address]

b. I/We* hereby share/inunct* that I/we* our agreement regarding

the sale of the following products: [product designation]*

the delivery of the following digital content: [indication of digital content]*

the performance of the following service: [service designation]*,

revokes/revocate*

c. Ordered on*/receiving on* [date of order at services or receipt at products]

d. [Name of consumer(s)]

e. [Address of consumer(s)]

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

g. [Date]