



# CBW-approved conditions for homeware stores

These conditions are applicable in-store, distance and off-premises contracts.

They offer even better warranties of at least two years.

Your down payment: if a store goes bankrupt, there is a down payment scheme.  
\* / \*\*

If something goes wrong nevertheless, an independent disputes platform will arrange a suitable solution.\*\*



See [www.CBW-erkend.nl](http://www.CBW-erkend.nl) or scan the QR-code for more information about CBW approval and the scheme.

\* Distance contracts excluded.  
\*\* No rights or obligations can be derived from the text on this page. The exact conditions, limitations and procedures are described in the articles of these "CBW-approved" conditions.

## These terms and conditions apply to purchases made from 1 November 2022

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### Article 1 | Definitions

In these terms and conditions, the following terms have the following meaning:

**Entrepreneur:** the CBW-approved seller/contractor, participant in the SG CBW, who enters into or wishes to enter into an agreement with the customer;

**Customer:** the buyer/client or the person who enters or wishes to enter into a contract with the Entrepreneur;

**Business Customer:** the customer acting in the exercise of a profession or business;

**Consumer:** the customer not acting in the exercise of a profession or business;

**Delivery:** the actual presentation of the purchased products and/or semi-finished products to the Customer;

**Completion:** making the products and/or work available ready for use, as agreed;

**Distance Agreement:** the agreement with a Consumer whereby, up to and including the conclusion of the agreement, exclusive use is made of one or more techniques for distance communication, as referred to in Section 6:230g paragraph 1e of the Dutch Civil Code, such as web shop or mail order for example;

**Off-premises Contract:** an agreement concluded with a Consumer other than in the business premises of the Entrepreneur, as referred to in Section 6:230g paragraph 1f of the Dutch Civil Code (for example, at Consumers' homes, at some trade fairs or on the street);

**SG CBW:** Stichting Garantiegeregelingen CBW, which is charged with the implementation and enforcement of the consumer schemes as referred to in Articles 19 and 21 of these terms and conditions;

**SG CBW Participant:** the CBW-approved Entrepreneur who has affiliated itself or one or more of its branches/operating companies with the Stichting Garantiegeregelingen CBW;

**Down Payment:** the payment of part of the agreed price made by the Customer at the time the agreement is concluded;

**Advance Payment:** a payment of (part of) the purchase price before delivery to the Customer;

**Product:** movable property, even if it contains digital elements;

**Digital Elements:** digital content or a digital service, incorporated in a product or interconnected with a product, without which the product cannot fulfil its functions;

**Floor:** subfloor and/or intermediate floor and/or flooring material;

**Subfloor:** the existing subsurface on which the work is to be carried out;

**Intermediate Floor:** the material applied between the subfloor and the floor covering material, other than subfloor repair material;

**Connecting:** connecting all supply and return pipes and wiring to existing and correctly installed connection points;

**Installation:** the fitting of all supply and return pipes, wiring and connection points required for the correct assembly of the product;

**Erection (placement):** assembly and adjustment of the product or parts of such;

**Other Work:** demolition and renovation work, levelling floors and walls and processing tiles;

**Dispute Adjudicator:** the independent body to whom the SG CBW has outsourced the handling of disputes.



### Article 2 | Validity

These terms and conditions may only be used by CBW-approved home furnishings stores and exclusively for the delivery of products and/or services in the field of home furnishings.

These terms and conditions apply exclusively in the situation of a transaction between:

- a CBW-approved Entrepreneur established in the Netherlands doing business with a Customer
- a CBW-approved Entrepreneur established abroad and doing business with a Customer established in the Netherlands.



### Article 3 | Intellectual property

1. The Entrepreneur reserves the intellectual property rights to, among other things, designs, images, drawings, samples and models provided. If the Entrepreneur requests, the Customer must return them immediately. In addition, if the Entrepreneur has other legal rights, it can claim them.

2. The Customer may not remove or change notices relating to intellectual property rights on/in the performances delivered or made available by the Entrepreneur.

3. The Customer may not reproduce, publish, exploit or exhibit material belonging to the Entrepreneur that is subject to intellectual property rights without the permission of the Entrepreneur.



### Article 4 | Offer

1. All offers are valid until 21 days after the offer date, unless the offer indicates otherwise. They are based on the data, drawings and measurements provided by the Customer and any measurements taken by the Entrepreneur. In doing so, the Customer must inform the Entrepreneur about facts and/or circumstances that may influence the performance of the agreement, insofar as they are relevant to the making of the offer (see also Articles 7 and 8). In the case of flooring, the Entrepreneur shall keep to the largest length and width dimensions when measuring areas, taking into account the packaging units as ordered from suppliers (linear metres of carpet, packs of laminate, full length skirting boards and the like). Designs, images, drawings, statements of sizes and weights and samples and models originating from the Entrepreneur are as accurate as possible.

2. The offer shall include a full description of the products to be delivered and work to be carried out, the total (purchase) price, the delivery time, the payment conditions and the risks for both parties. When ordering on a 'call-off' basis, the offer contains an explanation about this and information about the delivery time after the call, as referred to in Article 6 paragraph 6. The offer will give the price of the materials and how the price for the work to be carried out will be calculated. There are two types: contract price and a cost-plus basis. In case of a contract price, the parties agree on a fixed amount for which the work will be carried out. In the case of a cost-plus basis contract, the Entrepreneur accurately states what determines the price (hourly rate and prices of the required materials for example). At the request of the Customer, the Entrepreneur can give a target price, which is an estimate of the total costs. The offer will state if there are any additional costs such as freight, delivery, assembly, payment or postage costs.

3. Work not mentioned in the offer is not covered by the agreed price. If the Customer does require this, this can have a price-increasing effect (see also Article 13).

4. The Customer must ensure that the Entrepreneur can perform the work properly.

5. If the Customer does not accept the offer, the Entrepreneur may charge the costs of preparing the offer, but only if the Customer was demonstrably made aware of the (amount of the) costs when or before requesting the offer. The Customer becomes the owner of the offer and any drawings upon payment of the offer costs. The intellectual property remains with the Entrepreneur.



### Article 5 | Agreement

(for off-premises or distance contracts: see Article 18)

1. When entering into a contract with a Consumer, the Entrepreneur may ask for a **down payment**. In the case of a Business Customer (non-Consumer), no maximum percentages apply. The maximum percentage for a Consumer depends on the product.

2. The **maximum down payment** for Consumers is 25%, except for the following products for which the maximum is 15%:

- a. kitchens/bathrooms/sanitary items and/or parts thereof, and/or related work;

b. parquet, floor boards of solid wood, marmoleum, PVC, staircase renovation, natural stone, gravel, (gravel) tile, poured concrete, concrete look, cork and laminate floors and/or work to be performed in connection with these products;

c. any other product groups and/or services, if they are listed on [www.cbw-erkend.nl](http://www.cbw-erkend.nl).

3. The down payment percentages mentioned in paragraph 2 are subject to the down payment scheme of Article 19. This does not apply to a distance contract.

4. No maximum down payment percentages apply to a distance contract, except for the statutory restrictions as described in Article 11 paragraph 2.

5. **Price increases** may be passed on to Business Customers.

6. For Consumers, **price increases** occurring after the conclusion of the contract but before delivery, the following applies:

- Price increases due to legal measures (e.g. VAT increase) can always be passed on.
- Other price increases may only be passed on if the purchase price has been agreed subject to price increases.

- For price increases within 3 months of the conclusion of the agreement, the Consumer may choose between terminating the sale or agreeing to the price increase.

- For price increases 3 months after the conclusion of the agreement, the Entrepreneur will state why a price increase is being implemented and the parties will enter into consultation.

7. **Price reductions** after the conclusion of the agreement due to, for example, clearance sales, closing sales, promotions or discount on show models, do not entitle the Customer to a lower price.

8. The Entrepreneur remains the **owner** of the sold products until the Customer has paid the price (and any additional costs) in full. The Customer is obliged to handle the products carefully. The Customer may not transfer or pledge the products to third parties, pawn them, or remove them (or have them removed) from the premises where they were delivered, until the amount due has been paid.

9. The Entrepreneur may, without notice of default being required, terminate the agreement in whole or in part extrajudicially in the event of bankruptcy, suspension of payment or statutory debt restructuring of the Customer.

10. In a contract with a **Business Customer**, the Entrepreneur may demand sufficient security for the fulfilment of the payment obligation before performing or proceeding with the contract.

11. The Entrepreneur never has to pay compensation to a **Business Customer** other than those expressly provided for in these terms and conditions. The Entrepreneur is not obliged to compensate other direct or indirect loss/damage, including damage/damage caused by third parties, loss of profit and the like.

12. The Entrepreneur may charge **call-out charges** if this was agreed upon when the agreement was concluded. If transport is not included in the agreement, the Entrepreneur may always charge call-out charges, except in the event of non-conformity.



## Article 6 | Delivery time

1. The delivery time is the agreed time within which the work must be performed, or the products must be delivered. The delivery time is fixed unless an expected delivery time is stated in the agreement. If no delivery time has been agreed, a fixed delivery time of 30 days applies to a Consumer purchase.

2. If the expected delivery time is not met, the Entrepreneur is given an additional period to as yet deliver. The additional period is maximum one month but never longer than the original delivery time. Any price increase within this period may not be passed on.

3. If the additional period or the fixed agreed delivery time is exceeded, the Customer may terminate the agreement without notice of default or judicial intervention being required and/or claim compensation.

4. If the presumptive or fixed agreed delivery time is exceeded, the Entrepreneur is not liable for any form of consequential loss in the case of a contract with a Business Customer.

5. In an agreement with a Consumer, the Entrepreneur must compensate the damage/loss that is related to the exceeding and that can be attributed to the Entrepreneur, partly in view of the nature of the liability and the nature of the damage/loss. The Consumer must limit the damage/loss as far as possible.

6. If it has been agreed that the order will be placed by the Entrepreneur after the Consumer's notice (call-off order), the agreed fixed or probable delivery time will start running from the call-off date. The call-off order must be made within nine months after the conclusion of the agreement, unless otherwise agreed. If no call-off order is made within that period, the Entrepreneur will remind the Customer in writing and give the Customer a maximum of three months to as yet place the call-off order. After this period, the Entrepreneur may terminate the agreement or consider the agreement cancelled and recover their damage/loss from the Customer in accordance with Article 12.



## Article 7 | Rights and obligations of the Entrepreneur

1. The Entrepreneur delivers the products properly, soundly and in line with the agreement. The work is carried out properly, soundly and as agreed.

2. When supplying products and carrying out work, the Entrepreneur shall comply with the legal regulations in force at the time.

3. The Entrepreneur notifies the Customer in good time before the

conclusion of the agreement that the Customer must ensure the suitability of the place where the work must be carried out, such as, for example, that the structural and/or installation regulations have been met. If the Entrepreneur fails to make this notification (in time), the Entrepreneur has to compensate the direct damage/loss and costs incurred by the Consumer and bears its own losses, if any.

4. The Entrepreneur also notifies the Customer of:

- any inaccuracies in the order or assigned activities, e.g. working on an unsound subsurface;
- the defectiveness or unsuitability of certain items, e.g. materials or aids made available by the Consumer;

This only applies if the Entrepreneur is aware of them or should reasonably be aware of them. If the Entrepreneur fails to do so, the Entrepreneur is liable for the damage/loss, unless the damage/loss cannot be attributed to them.

5. The Entrepreneur, if informed by the Customer (see Article 8 paragraph 5), shall provide the information about the necessity of using special aids such as a lift or a crane that may be expected from the Entrepreneur as far as this is within the scope of its expertise. The parties agree that whose expense and risk the use of the special aids will be.

6. The Entrepreneur continues the work consistently after the start.

7. The Entrepreneur shall ensure that the work is carried out by persons who are competent in that work.

8. If the work is delayed due to circumstances at the risk of the Consumer, the delivery period will be extended.

9. If the Customer has requirements relating to the sound insulation of a floor (for example in apartments), the Entrepreneur will ask the Customer for a statement containing the measured value of the subfloor and screed. If the Customer fails to do so or it is not available, the Entrepreneur warns the Customer of a possible reduced soundproofing after completion. The Entrepreneur shall ensure that it can demonstrate that the products supplied have the intended soundproofing effect, e.g. by submitting product information from the supplier of the intermediate floor.



## Article 8 | Rights and obligations of the Customer

1. De afnemer zorgt dat de ondernemer de producten kan afleveren en

1. The Customer ensures that the Entrepreneur can deliver the products and carry out the work.

2. The Customer ensures that the Entrepreneur has the necessary approvals for the work (permits, etc.) and the information important for the work (e.g. the location of pipes), in good time.

3. The Customer ensures that the place where work is carried out is suitable to this end, including that:

- the space is glazed and can be properly closed;
- floors are free of lime, cement and dirt residues and loose parts;
- structural and/or installation requirements are met;
- installation points, pipes and drainage pipes are present in accordance with the Entrepreneur's drawing;
- there is electricity, heating, running water and adequate ventilation.

If the Customer fails to provide this, the Customer must compensate the demonstrable direct damage/loss and reasonable costs suffered by the Entrepreneur and bears any damage/loss of their own.

4. The Customer bears the risk of damage/loss caused by:

- inaccuracies in the assigned work;
- inaccuracies in the constructions and working methods required by the Customer;
- defects in the movable or immovable property on which the work is being done;
- defects in materials or aids made available by the Customer. The Entrepreneur points out to the Customer the items referred to in paragraph 4 of Article 7.

5. The Customer informs the Entrepreneur of special circumstances that, for example, require the use of a lift or a crane. The parties agree on who bears the cost and risk of using the special aids. If the Customer has not provided this information, the cost of using special aids will be borne by the Customer.

6. The Customer ensures that work and/or deliveries to be performed by third parties are carried out in a timely and proper manner, so that the execution of the work is not delayed. If a delay does occur, the Customer will notify the Entrepreneur in good time.

7. The Customer shall ensure that no other work is carried out in the space where the work is taking place or has taken place that could cause damage to the Entrepreneur's work.

8. The Customer ensures that the place of delivery is easily accessible and available on time and that everything possible is done to enable a smooth completion/delivery.

9. If the start or progress of the work is delayed due to circumstances such as those referred to in this article, the Customer must compensate the Entrepreneur for the damage/loss suffered as a result if these circumstances can be attributed to the Customer.

10. The Customer shall take good care of the Entrepreneur's equipment, materials and tools located at the place of work.

11. The Customer who, against the explicit advice of the Entrepreneur, nevertheless wants the Entrepreneur to perform certain work, is liable for the damage/loss caused by this.

12. The Customer cannot oblige the Entrepreneur to carry out work that is contrary to working conditions regulations (Arbo).



## Article 9 | Storage of products

1. If the products are offered on the agreed delivery date but are not accepted, unless the products are defective, the Entrepreneur will make a second delivery within a reasonable period of time. After refusal or after second delivery, the Entrepreneur may charge storage costs and further demonstrable damage/loss and reasonable costs.

2. If the second delivery is also not accepted, the Entrepreneur may: a. claim performance of the contract and charge storage costs and further demonstrable damage/loss and reasonable costs or; b. consider the contract terminated according to the arrangement in Article 12. In addition to cancellation costs, the Entrepreneur may also charge storage costs.

3. Once the products have been paid for by the Consumer, the Entrepreneur will keep the products in storage for a maximum of 3 months, charging reasonable internal or external storage costs. In doing so, the Entrepreneur takes into account the sale value of the products and the length of the storage period, unless other agreements have been made in this respect. If the Customer still does not take delivery after 3 months, the agreement is considered cancelled, and the Entrepreneur may charge reasonably incurred storage costs in addition to the cancellation costs referred to in Article 12. The Entrepreneur must notify the Customer in writing of the intention to do so.

4. The risk of fire and damage during storage is covered by the Entrepreneur's insurance in case of a Consumer purchase.



## Article 10 | Transport and damage at delivery

1. Transport of the products is included in the price, except for take-away items or if other arrangements have been made. The Entrepreneur bears the risk of damage and loss during transport. If the products are delivered by a professional carrier, the Entrepreneur will ensure proper insurance is in place.

2. If damage is found upon delivery, the Customer must state this on the delivery note. If there is no opportunity upon delivery to establish any damage, the Customer will note this on the delivery note. It is advisable to report visible damage to the Entrepreneur within 2 working days at the latest.

3. If the Customer arranges the transport, the Customer must check as much as possible after delivery whether the products are undamaged and complete before transport.



## Article 11 | Payment

(For all products and services, the maximum down payment percentages of Article 5 paragraphs 1 and 2 apply)

1. The general payment condition for **purchase and sale** is payment on delivery (cash or debit card payment), even if contracting of work (services) is included in the agreement. The Customer may also ensure that the amount has already been credited to the Entrepreneur's bank account before delivery.

2. Agreeing a different payment condition is permitted, but it is illegal to offer a Consumer advance payment of more than half of the purchase price as the only payment condition.

3. In **contracting of work** (only services and possibly small equipment), payment is made in instalments in line with the progress of the work.

4. In the case of a combination of a **consumer purchase and contracting of work**, e.g. when the Entrepreneur produces a (custom-made) product, the legal provisions of consumer sale apply.

5. The Entrepreneur who supplies materials, products and/or services to the Customer in parts may request payment for the part delivered with each partial delivery. The Customer receives a partial invoice for each partial delivery.

6. Payment of an invoice or partial invoice takes place no later than 14 days after receipt, unless otherwise agreed.

7. If the Customer does not pay on time, the Customer is in default according to the law without notice of default being required. Nevertheless, after the payment deadline has passed, the Entrepreneur sends a payment reminder pointing out the Customer's default. The Entrepreneur gives the Customer the chance to as yet pay within 14 days of receiving the payment reminder and points out the consequences if the Customer fails to do so.

8. After this further period, the Entrepreneur may collect the amount due without further notice of default being required. The associated (collection) costs shall be borne by the Customer. These costs are limited to a maximum of the percentage of the principal amount permitted by law and regulations.

9. The Entrepreneur may charge Consumers statutory interest from the expiry of the term of paragraph 7. For a Business Customer, the Entrepreneur may charge statutory commercial interest after the term referred to in paragraph 6.

10. In the event of complaints, the Customer may only withhold that part of the invoice that is in proportion to the content and seriousness of the complaint. The Entrepreneur may not collect this part of the invoice if there are justified complaints. The other part of the purchase/contract price must be paid by the Customer within the payment term.

11. In the case of only contracting of work and if payment in instalments has been agreed and the Entrepreneur does not continue the work, the Customer may suspend payment of the instalment.

However, previously sent partial invoices must be paid by the Customer within the payment period.



## Article 12 | Cancellation

1. If the Customer cancels, the Customer will owe compensation. An Entrepreneur's loss on cancellation consists of the gross profit margin (fixed and variable costs, profit mark-up), less variable costs not incurred. In practice, the loss suffered by Entrepreneurs turns out to be more than 30% of the purchase price if delivery has not yet been made and (considerably) higher if purchases have already been irrevocably made. More information about (the amount of) cancellation costs in the home furnishing sector can be found at [www.cbw-erkend.nl](http://www.cbw-erkend.nl).
2. The Entrepreneur must make its loss plausible.
3. A cancellation should preferably be made in writing. In case of a verbal cancellation, the Entrepreneur shall confirm this in writing.
4. When purchasing a kitchen, a Consumer can cancel in writing within 2 days, starting the day after the purchase is concluded, at a greatly reduced rate of 5% of the purchase price with a minimum of € 500. If the Consumer does not have the Entrepreneur's email address, the Consumer can also cancel by registered letter. In that event the Consumer proves through the dated proof of posting that the letter was sent within 2 days.
5. Cancellation is not possible:
  - when purchasing a showroom or B-choice model, unless otherwise agreed;
  - for the part of the agreement that has already been performed and/or delivered.
6. In the case of an **off-premises or distance contract**, the Consumer does not have to pay cancellation costs when using the right of withdrawal as laid down in the law for these sales methods (see also Article 18 B, C and D of these terms and conditions).



## Article 13 | Extra costs, contract variations

Costs that arise because the Customer has failed to make the performance or progress of the work possible will be borne by the Customer. Contract variations will be settled on an equitable basis. Additional work means, inter alia: all work and deliveries not included in the agreement, and which are required by the Customer. Less work means: the part of the agreement that is not performed with the consent of both parties. Surfaces not to be floored, e.g. columns and recesses and cutting losses, do not constitute less work. At the Customer's request, the Entrepreneur will leave leftover materials with the Customer.



## Article 14 | Impracticability of contract due to force majeure and unforeseen circumstances

1. If performance of the agreement is temporarily impossible due to a cause that cannot be attributed to one of the parties, the other party will be released from its obligations for that period.
2. If performance of the agreement is permanently or partially impossible for one of the parties due to a cause that cannot be attributed to it, both parties will make every reasonable effort to perform the agreement. The parties will consult on this. If the parties fail to reach an agreement, they have the right to terminate the contract in whole or in part, respectively.
3. In case of unforeseen circumstances, such as a pandemic or war, the parties will consult with each other.



## Article 15 | Conformity and warranty

1. The delivered product must have those properties that the Consumer may expect under the agreement during normal use (conformity). This also applies to special use if this was agreed by the parties when the agreement was concluded. If this expectation is not met, the Consumer is entitled to repair or replacement, termination and/or price reduction.
2. The Entrepreneur gives a full 2-year warranty on the delivered products, in addition to the legal obligations of paragraph 1. The parties can also agree on a longer warranty period in writing. The 2-year warranty does not apply to defects related to use by the Customer that does not correspond to the intended purpose. In consumer sales, the Entrepreneur makes this plausible. The Entrepreneur bears the costs of repair or replacement, incl. transport costs and call-out charges; If the defect can be properly repaired, the Entrepreneur does not have to replace the product. If the Customer has moved abroad, transport and call-out charges will be reimbursed based on the original delivery address.
3. By law, the Customer must prevent or limit their damage/loss as far as possible.
4. Even after the expiry of the two-year warranty in paragraph 2, a Consumer may still have rights under the law (as defined in paragraph 1). The Entrepreneur cannot then not invoke the expiry of this warranty.
5. The obligations of the Entrepreneur regarding conformity and warranty of paragraphs 1 and 2 are not covered by the down payment scheme mentioned in Article 19. In the event of bankruptcy/suspension of payment/legal debt restructuring of the Entrepreneur, the Customer can report to the bankruptcy trustee/administrator as a creditor.

6. If the manufacturer of the products gives a more far-reaching warranty to the Entrepreneur, this warranty also applies to the Customer.
7. Warranty provisions are only effective if the products delivered or the work performed are used in accordance with their intended purpose, or for special use if so agreed.
8. The Customer must behave as a good customer. This means, for example, that the product is properly and adequately maintained and treated.
9. Deviations in colour, wear resistance, structure, etc. may limit or exclude the right to warranty and/or compensation. This is the case if the deviations are acceptable from a technical point of view according to applicable, customary standards or trade practice.
10. Excluded from the warranty of paragraph 2 are: (disposable) batteries, replaceable light sources, home accessories and normal wear and tear. Unless otherwise agreed, show models, B-choice products and/or sales by auction are also excluded.
11. The warranty referred to in paragraph 2 is not transferable.



## Article 16 | Liability

The Entrepreneur is not liable for damage due to causes it did not know or should have known about, except if it is liable under the law or if otherwise agreed between the parties. These causes can be, for example:

- the development of shrink seams and/or hairline cracks as a result of the gradual loss of building moisture after new construction or renovation;
- the formation of discolouration, shrinkage seams and/or hairline cracks due to the direct effect of heat sources such as the sun, central heating pipes and fireplaces;
- a humidity percentage that is too high or too low in the relevant area and surrounding areas or an extreme change in such;
- an incorrect composition of the intermediate and/or subfloor if and insofar as it was not installed by the Entrepreneur or an insufficiently level subfloor, if it was/is not installed by the Entrepreneur. Before the start of the work, the Entrepreneur reports the insufficient level surface or unsuitability of the intermediate or subfloor to the Customer, insofar as this can be determined by the Entrepreneur according to objective standards;
- the floor not remaining dry, provided that the Entrepreneur has previously measured the humidity of the floors and the result was satisfactory.



## Article 17 | Complaints about defects and damage

1. Complaints about the performance of the agreement or damage caused by the Entrepreneur must be submitted to the Entrepreneur fully and clearly described. This should be done as soon as possible, preferably in writing and in any case in a timely manner.
2. If there is no opportunity to observe and/or report defects in the delivered goods at the time of delivery or completion, the Customer must report complaints in writing as soon as possible thereafter, preferably within 14 days.
3. If there is no opportunity to observe and/or report other damage caused by the Entrepreneur at the time of completion/delivery, the Customer must report the damage in writing as soon as possible thereafter, preferably within two working days of observation. If no notification is received by the Entrepreneur within 14 days after delivery or completion, it is assumed that no damage has been caused by the Entrepreneur. This term is important for smooth handling of the complaint and recovering damage/loss from third parties or liability insurance.
4. In case of damage, the Customer shall give the Entrepreneur the opportunity to inspect and value the damage by or on its behalf for the purpose of its liability insurance and/or any claims. The Customer also cooperates with repairs by or on behalf of the Entrepreneur.
5. Defects that only arise during use after delivery must be complained about as soon as possible after they have arisen - at the latest within two months after discovery - preferably in writing.
6. Submitting a complaint as soon as possible is in the interest of both the Customer and the Entrepreneur. Failure to complain on time may result in the Customer losing their rights in this area.



## Article 18 | Distance and off-premises contracts

### A - The contract

1. If the Consumer has accepted the offer electronically, the Entrepreneur will immediately confirm receipt of such electronically. As long as this has not yet happened, the Consumer can terminate the agreement.
2. If the contract is formed electronically, the Entrepreneur takes appropriate technical and organisational security measures for the electronic data transfer and provides for a safe web environment. If the Consumer can pay electronically, the Entrepreneur shall take suitable security measures to this end.
3. The Entrepreneur may - if permitted by law - investigate whether the Consumer can meet their payment obligations and whether there are circumstances that are important for a responsible conclusion of the agreement. If this produces a good reason not to enter into the agreement, the Entrepreneur may refuse an order or request or impose

special conditions, giving reasons.

4. The Entrepreneur will send the following information at the latest upon delivery of the product and/or service:
    - a. the visiting address of the Entrepreneur where the Consumer can go to for complaints;
    - b. the conditions under which and how the Consumer can exercise the right of withdrawal, or a clear indication of the exclusion of the right of withdrawal;
    - c. information about warranties and existing after-sales service;
    - d. the price of the product or service including taxes, any delivery costs and the method of payment, delivery or performance of the agreement;
    - e. if the Consumer has a right of withdrawal, the model withdrawal form. The Consumer is must be able to store and access this information.
- B - Right of withdrawal (exclusively for distance and off-premises contracts)**

1. The Consumer can terminate an agreement with regard to the purchase of a product - whether or not combined with a service - during a cooling-off period of at least 14 days without having to state reasons. The Entrepreneur may ask the Consumer for the reason of the withdrawal but may not compel the Consumer to state them.
2. This cooling-off period starts the day after the product is received by the Consumer (or at the Consumer's request on their behalf). In the case of multiple partial deliveries based on one order, the cooling-off period starts on the day on which the last partial delivery is received by or on behalf of the Consumer.
3. For services only, the cooling-off period referred to in paragraph 1 starts on the day after the conclusion of the agreement. Extended cooling-off period for products and services in the event of not informing about the right of withdrawal:
  4. If the Entrepreneur has failed to provide the legally required information on the right of withdrawal or the model withdrawal form, the cooling-off period will expire 12 months after the end of the cooling-off period established in paragraph B.
  5. As soon as the Entrepreneur as yet provides the information referred to in paragraph 4, the cooling-off period will expire 14 days after the day on which the Consumer has received that information.

### C - Obligations of the Consumer during the cooling-off period

1. During the cooling-off period, the Consumer shall handle the product and the packaging with due care. The Consumer shall only unwrap or use the product to the degree required to determine the nature, characteristics and operation of the product. The Consumer may handle and inspect the product as would be allowed in a store.
  2. If the Consumer goes beyond what is described in paragraph C1, the Consumer is liable for decrease in value of the product.
  3. The Consumer is not liable for a decrease in value of the product if the Entrepreneur has not provided all the mandatory information on the right of withdrawal before or during the conclusion of the contract.
- D - Exercise of the right of withdrawal by the Consumer and costs of such**

1. If the Consumer exercises their right of withdrawal, the Consumer shall notify the Entrepreneur of this within the cooling-off period by means of the withdrawal model form or in another unambiguous manner.
  2. As soon as possible, but within 14 days from the day after this notification, the Consumer returns the product, or hands it over to (an authorised representative of) the Entrepreneur. This is not required if the Entrepreneur has offered to collect the product. The Consumer has returned on time if the Consumer returns the product before the cooling-off period has expired.
  3. The Consumer will return the product with all delivered accessories, as far as possible in the original condition and packaging and in accordance with the reasonable and clear instructions provided by the Entrepreneur.
  4. The risk and burden of proof for the correct and prompt exercise of the right of withdrawal rests with the Consumer.
  5. In the case of a **distance contract**, the Consumer bears the direct costs of returning the product, except:
    - a. if the Entrepreneur has failed to state that the Consumer must bear these costs; or
    - b. if the Entrepreneur indicates to bear these costs itself.In the case of an **off-premises contract**, the Entrepreneur bears the return costs of the product.
  6. If the Consumer withdraws after having first explicitly requested that the performance of the service be started during the cooling-off period, the Consumer will pay for the work performed until the time of withdrawal.
  7. The Consumer bears no cost for the performance of services if: the Entrepreneur has failed to give the Consumer the legally required information on the right of withdrawal, the cost refund in the event of withdrawal or the withdrawal model form; or;
    - b. the Consumer has not expressly requested the commencement of the performance of the service.
  8. In the event of withdrawal, all additional agreements will be terminated.
- E - Obligations of the Entrepreneur in the event of withdrawal**
1. If the Entrepreneur allows for the electronic notification of the withdrawal, on receiving this notification, the Entrepreneur shall immediately send an acknowledgement of receipt.
  2. The Entrepreneur will reimburse all payments from the Consumer, including charged delivery costs, at the latest within 14 days after the day of withdrawal. The Entrepreneur may wait with reimbursement until it has received the product, unless the Entrepreneur collects the product itself or the Consumer demonstrates that they have returned the product. If the Consumer can demonstrate that they have returned the product but it does not arrive at the Entrepreneur, the Consumer



will request the transport company engaged to investigate the loss of the product.

3. The Entrepreneur uses the same payment method for reimbursement as the Consumer has used, unless otherwise agreed. The refund takes place at no cost to 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 refund the accompanying costs for the more expensive method.

F - Exclusion of the right of withdrawal

The Entrepreneur can exclude the following products and services from the right of withdrawal, if this is clearly stated in the offer in good time before the conclusion of the agreement:

1. Service agreements, after full rendering of the service, but only if: a. the performance has commenced with the express prior consent of the Consumer; and

b. the Consumer has declared to waive their right of withdrawal; and

c. the Entrepreneur has provided the Consumer with a confirmation of the agreement and the statement referred to in the previous paragraph.

2. Products manufactured in accordance with specifications of the Consumer which are not pre-fabricated, 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.

3. Sealed products which for health protection or hygiene reasons are not suitable for being returned and of which the seal has been broken after delivery.

4. Products which after delivery due to their nature are irrevocably mixed with other products.



## Article 19 | Down payment scheme

(Extensive information about the scheme can be found on

[www.cbw-erkend.nl](http://www.cbw-erkend.nl)).

This scheme **only applies to a home furnishing agreement** concluded in a physical store or **off-premises** (e.g. at the Consumer's home, on the street or at some trade fairs).

The scheme applies if, in the event of the Entrepreneur's bankruptcy/suspension of payment/legal debt restructuring, the Consumer is not delivered a product and/or service even though the Consumer has made a down payment. This scheme means that the Consumer can enter into a replacement agreement with another CBW-recognised home furnishing shop. The down payment will be deducted from the price by and on behalf of this CBW-accredited home furnishing shop. No money will be refunded.

1. The scheme has the following conditions:

a. The Consumer makes a written appeal to the down payment scheme at the SG CBW. This can be done via [www.cbw-erkend.nl](http://www.cbw-erkend.nl). This appeal must be received by SG CBW no later than 3 months after the trustee in bankruptcy has provided the proof referred to under paragraph 1 b, but in any case no later than 6 months after the ruling of bankruptcy/suspension of payment/legal debt restructuring.

b. The Consumer shall then submit a copy of the agreement, proof of the down payment and a copy of the notice from the trustee in bankruptcy/administrator that the agreement will not be performed and that the down payment will not be refunded.

c. If the trustee in bankruptcy has not provided the proof referred to in paragraph 1 b within 3 months after the bankruptcy/suspension of payment/legal debt rescheduling decision, the Consumer can still appeal. In that case, a confirmation from the trustee in bankruptcy that the Consumer's claim is included on the list of provisionally acknowledged creditors will suffice instead of the document from the trustee in bankruptcy referred to under 1 b.

d. The Consumer is obliged to assign their claim against the original Entrepreneur (up to the maximum down payment percentage in Article 5 paragraph 2) to the SG CBW.

2. The SG CBW will inform the Consumer within 2 months of receipt whether the appeal is justified. If so, the SG CBW will provide written proof that allows the Consumer to conclude a replacement agreement. A list of Entrepreneurs, as far as possible in the same (price) segment, can be viewed at [www.cbw-erkend.nl](http://www.cbw-erkend.nl). How this list is compiled is also explained there. The Consumer can make their own suggestions to SG CBW.

3. When concluding the replacement agreement, the following rules apply:

a. The Consumer immediately hands over the proof of the SG CBW referred to in paragraph 2 to the Entrepreneur with whom the replacement agreement is concluded.

b. The Consumer concludes the replacement agreement within 6 months of receiving the proof.

c. The Consumer's down payment amount is deducted from the new price but no more than 25% or 15% of the original price and no more than 25% or 15% of the new price if it is lower than the original price (calculation examples: see [www.cbw-erkend.nl](http://www.cbw-erkend.nl)). The 15% rate applies to:

- kitchen/bathroom (parts) and sanitary products and/or work to be carried out in connection with those;
- parquet, solid wood floorboards, staircase renovation, marmoleum, PVC, natural stone, gravel, (gravel) tile, cast, concrete, concrete-look, cork and laminate floors and/or work to be carried out in connection with these products;
- any other product groups and/or services, if these are listed on [www.cbw-erkend.nl](http://www.cbw-erkend.nl).

d. The Entrepreneur mentioned on the list cooperates in concluding replacement agreements. Such Entrepreneur may only refuse a replacement agreement if it demonstrates to SG CBW that this is

unreasonable in its case.

e. The Entrepreneur with whom the Consumer wishes to conclude a replacement agreement, keeps its own, normal sales price. This does not have to be the same price as the original Entrepreneur applied. The scheme is therefore not a price guarantee. Special promotion, clearance or offer items may be omitted from the offer.

**4. Not covered by the down payment scheme:**

- distance agreements;
- agreements with Business Customers;
- a product warranty as referred to in Article 15;
- concluding a replacement agreement without review by SG CBW (see paragraphs 1 and 2);
- the excess above the aforementioned percentages.

Nor can it be invoked if the trustee in bankruptcy ensures that the trustee or another party can perform the original agreement on the same terms.



## Article 20 | Dispute settlement

1. Disputes between the Consumer and the Entrepreneur about the conclusion or the performance of agreements, in which the Consumer's interest amounts to at least € 250, can be brought before the Stichting UitspraakZaak.nl by both the Consumer and the Entrepreneur. How this works and how a dispute can be brought can be read on [www.cbw-erkend.nl](http://www.cbw-erkend.nl) or [www.uitgesprokenzaak.nl](http://www.uitgesprokenzaak.nl).

2. The Consumer must first report their complaint to the Entrepreneur. The Entrepreneur must have been given the opportunity to:

- respond to the complaint and;
- investigate, acknowledge or reject the complaint and;
- if the complaint is acknowledged, to resolve the complaint. The time limit for resolution is set at 6 weeks, unless the Entrepreneur has indicated another reasonable time limit needed to resolve the complaint, in which case the time limit communicated by the Entrepreneur applies.

3. If the Entrepreneur has made an offer to resolve the complaint or has rejected the complaint, and the Consumer does not agree, the Consumer must demonstrably reject this offer or demonstrably inform the Entrepreneur that they do not agree. After that, the Entrepreneur has two more weeks to submit an amended proposal. If the Consumer does not agree with this either, the Consumer will demonstrably reject this proposal before the dispute can be handled.

4. If the provisions of paragraphs 2 and 3 are not met, the dispute cannot be considered.

5. The Consumer can take the dispute to the dispute adjudicator up to 12 months after submitting their complaint to the Entrepreneur unless the parties agree otherwise.

6. If the Consumer reports a dispute to the dispute adjudicator, the Entrepreneur is bound by this choice.

7. If the Entrepreneur wishes to see a dispute handled by the dispute adjudicator, this is only possible with the cooperation of the Consumer. If the Consumer does not cooperate, the Entrepreneur is free to bring the dispute before the court.

8. The dispute may be resolved by the dispute adjudicator by:

- mediation by the dispute handler;
- mediation by an expert;
- a binding decision.

9. The regulations of the dispute adjudicator can be viewed at

[www.uitgesprokenzaak.nl](http://www.uitgesprokenzaak.nl).

10. A fee is payable for the handling of a dispute. The rates are listed on [www.uitgesprokenzaak.nl](http://www.uitgesprokenzaak.nl).

11. Only the court or the above-mentioned dispute adjudicator is authorised to take cognisance of disputes. For online purchases, a complaint may also be submitted to the European Online Dispute Resolution Platform (<http://ec.europa.eu/odr>).

12. Consumers living outside the Netherlands will ensure themselves, and at their own expense, that the defective product can be assessed by an expert at the dispute adjudicator. If this is not possible, an expert report drawn up by an expert from a disputes committee recognised by the Consumer's home country, translated into Dutch or English by a recognised interpreter/translator, will suffice.

13. If the Consumer has (partially) paid and the Entrepreneur without (justified) reason:

- does not deliver, or
- nothing or hardly any more is heard from the Entrepreneur about an agreed delivery, or
- with (various) excuses postpones the delivery several times, or
- does not refund the (down) payment if the Consumer has rightly terminated or withdrawn the purchase in one of the aforementioned situations, the dispute adjudicator will make an attempt to resolve the situation between the Consumer and the Entrepreneur. If this fails, the complaint handling will then end, and the Consumer will be refunded the complaint-filing fee.



## Article 21 | Compliance guarantee

1. The SG CBW guarantees compliance with a binding advice issued by the dispute adjudicator, or a settlement recorded by the mediation expert, except in the situations described in paragraph 5 (limited compliance guarantee) and paragraphs 6 and 7 (no compliance guarantee).

The Consumer must make a written appeal under the compliance guarantee with the SG CBW (via [www.cbw-erkend.nl](http://www.cbw-erkend.nl)). This is allowed from the moment that both the two-month term of paragraph 7a and

the term within which the Entrepreneur should have complied with the settlement or the binding advice has expired. The claim under the compliance guarantee must be made no later than 3 months after the expiry of these terms.

2. After claiming under the compliance guarantee, the SG CBW will always first give the Entrepreneur the opportunity to comply. The Consumer cooperates in this, even if the terms set by the dispute adjudicator have already expired.

3. If the dispute adjudicator obliges an Entrepreneur to pay an amount as well as to perform work, the work will first be performed before payment is made, even if the binding advice states a different order.

4. If the binding advice obliges the Entrepreneur to take back a product, the Consumer must cooperate and give the Entrepreneur the opportunity to take it back. Amounts to be refunded to the Consumer only need to be paid after the product has been taken back, even if the binding advice indicates a different order, unless the Entrepreneur does not cooperate with compliance with the binding advice.

5. The **compliance guarantee** is limited to:

- a. € 10,000 per binding advice;
- b. € 2,269 per dispute for kitchens and bathrooms and € 1,361 per dispute for other products/services, as well as a total amount of € 25,000 for all disputes combined, if there is bankruptcy, suspension of payments, statutory debt restructuring or de facto cessation of the company's (sales) activities between the date of the binding advice or settlement agreement and the moment the Consumer makes a valid claim under the compliance guarantee within the time limits mentioned in paragraph 1. After the term within which a claim can be made under the compliance guarantee has expired, the SG CBW will pay out (the) justified appeal(s) on the **compliance guarantee** of the Consumer(s). If the joint appeals exceed € 25,000, SG CBW will pay out pro rata. The aim is to receive a payment within no more than six weeks after the expiry of the latter term.

6. The SG CBW does not provide a compliance guarantee if, before or during a procedure with the dispute adjudicator there is:

- a. bankruptcy/suspension of payment/legal debt restructuring of the Entrepreneur;
- b. actual cessation of the Entrepreneur's business activities. The date on which the business cessation was registered in the Trade Register, or an earlier date for which the SG CBW can make the actual cessation of the business' (sales) activities plausible is decisive.

7. The SG CBW also does not provide a **compliance guarantee** in the following situations:

- a. if the Entrepreneur has submitted the binding advice to the court for review within 2 months of its date;
- b. in the case of the situation as described in Article 20, paragraph 13;
- 8. The Consumer transfers (assigns) their claim to SG CBW up to the amount of the amount paid out. SG CBW shall make every effort, as much as can reasonably be expected of it, to recover from the defaulting participant its claim and any residual Consumer claim, at no cost to the Consumer. If the participant is taken to court, the Consumer must also transfer (assign) the excess to SG CBW for practical reasons.



## Article 22 | Dutch law

All agreements to which these terms and conditions apply are subject to Dutch law. If the Consumer is based in an EU country other than the Netherlands and the law in that EU country grants them more far-reaching rights, the Entrepreneur will apply these rights.

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