

Fatboy the Original General Conditions

These General Conditions of Fatboy the Original concluded in consultation with the Consumer's Organization came into effect on 1 January 2009.

Article 1 – Definitions

The following terms are used in these General Conditions:

1. **Entrepreneur:** the natural or legal person who offers products and/or services to consumers by distance contract;
2. **Consumer:** the natural person who does not act in the exercising of a profession or business and who enters into a distance contract with the entrepreneur;
3. **Distance contract:** a contract whereby use is made exclusively of one or more means of distance communication in the context of a system organized by the entrepreneur for the sale of products and/or services up to and including the concluding of the contract;
4. **Means of distance communication:** a means that can be used to conclude a contract without the consumer and the entrepreneur meeting at the same place at the same time;
5. **Time for reflection:** the period during which the consumer may use his right of withdrawal;
6. **Right of withdrawal:** the possibility for the consumer to withdraw from the distance contract within the time for reflection;
7. **Day:** calendar day;
8. **Distance transaction:** a distance contract relating to a series of products and/or services of which the obligation to deliver and/or accept is spread over time;
9. **Sustainable data carrier:** any means enabling the consumer or the entrepreneur to store information relating to him personally in a manner that makes it possible to consult this information and reproduce it unchanged in the future.

Article 2 – Identity of the entrepreneur

T&L B.V.

trading under the name/names: Fatboyshop

Registered & visiting
address: 19-21 De Steenbok

5215 MG Den Bosch

Telephone number: 073-6154200

Accessibility:
From Monday to Friday from 08.30 to 17.00 CET
(GMT + 1:00)
e-mail address: service@fatboy.com

Chamber of Commerce registration No.:
18074819

VAT ID No.: NL 8138.37.418

Article 3 – Applicability

1. These General Conditions shall apply to all offers from the entrepreneur and all distance contracts between the entrepreneur and the consumer.
2. The consumer shall be provided with these General Conditions before the distance contract is concluded. If this is not reasonably possible, it shall be announced before the distance contract is concluded that the General Conditions are available for inspection on the entrepreneur's business premises and shall be forwarded as soon as possible free of charge at the consumer's request.
3. If the contract is concluded by distance electronically, the consumer may, in departure from the previous paragraph and before the contract is concluded by distance, be provided with an electronic version of these General Conditions in such a manner that the consumer can easily store these on a sustainable data carrier. If this is not reasonably possible, before the contract is concluded by distance, it shall be announced where cognizance can be taken of the General Conditions electronically and that they shall be made available electronically or otherwise free of charge at the consumer's request.
4. In the event that specific product or service conditions shall apply in addition to these General Conditions, the second and third paragraphs shall apply by analogy and the consumer may in case of conflicting General Conditions, always refer to the applicable condition that best suits him.

Article 4 – The offer

1. If an offer is valid for a limited period or is made subject to conditions, this shall be expressly stated in the offer.
2. The offer shall include a complete and accurate description of the products and/or services offered. The description is sufficiently detailed to enable the consumer to make a good assessment of the offer.

If the entrepreneur uses illustrations, these shall be a true representation of the products and/or services offered. The entrepreneur shall not be bound by obvious mistakes or errors in the offer.

3. Each offer shall contain such information as to be clear to the consumer as to what rights and obligations shall be attached to the acceptance of the offer. This shall include in particular:
 - o the price, including taxes;
 - o any delivery costs;
 - o the method by which the contract shall be concluded and what actions this shall require;
 - o whether or not the right of withdrawal shall apply;
 - o the method of payment, delivery or carrying out of the contract;
 - o the deadline for accepting the offer or paying the price;
 - o the price for distance communication if the costs for using the technology for distance communication are calculated on a different basis than the basic tariff;
 - o if the contract is recorded following conclusion, the method with which the consumer can consult this;
 - o the method in which the consumer may gain knowledge of any actions undesired by him before concluding the contract and how he can rectify this before the contract is concluded;
 - o any languages, besides Dutch in which the contract may be concluded;
 - o the codes of conduct to which the entrepreneur has committed himself and the method with which the consumer can consult these codes of conduct electronically and
 - o the minimum duration of the distance contract in case of a contract that serves the continual or periodic delivery of products or services.

Article 5 – The contract

1. The contract shall be concluded subject to reservation of that stated in paragraph 4 at the point of acceptance of the offer by the consumer and fulfilment of the conditions stipulated.
2. If the consumer has accepted the contract electronically, the entrepreneur shall confirm the receipt of the acceptance of the offer without delay electronically. The consumer may dissolve the contract as long as the receipt of this acceptance has not been confirmed.

3. If the contract is concluded electronically, the entrepreneur shall take the appropriate technical and organizational measures for securing the electronic transfer of data and shall ensure a secure web environment. If the consumer is able to pay electronically, the entrepreneur shall observe suitable security measures for this.
4. The entrepreneur may – within legal parameters – ascertain whether the consumer can fulfil his payment obligations as well as all those facts and factors that are important for being able to enter into the distance contact responsibly. If the entrepreneur has good grounds based on this research for not entering into the contract, he shall be entitled, on providing reasons for this, to refuse an order or request or to attach special conditions to its carrying out.
5. The entrepreneur shall provide the consumer together with the product or service with the following information in writing in such a manner that it can be stored by the consumer in an accessible manner on a sustainable data carrier:
 - o a. the visitor's address of the branch of the entrepreneur's business where the consumer may address any complaints;
 - o b. the conditions under which and the method with which the consumer may use the right of withdrawal or a clear notification as to the exclusion of the right of withdrawal;
 - o c. the information on existing service following purchase and guarantees;
 - o d. the details included in article 4, paragraph 3 of these conditions unless the entrepreneur has already provided the consumer with these details for carrying out the contract;
 - o e. the requirements for terminating the contract if the contract lasts for more than one year or is of a limited duration.
6. If the entrepreneur has committed himself to delivering a range of products and services, the condition in the previous paragraph shall apply only to the first delivery.

Article 6 – Right of withdrawal on delivery of products

1. When purchasing products, the consumer shall be entitled within 14 days to dissolve the contract without stating any reasons. This period shall commence on the day of receiving the product by or on behalf of the consumer.
2. The consumer shall handle the product and the packaging carefully during this period. He shall only unpack or use the product as far as necessary in order to be able to assess whether he wishes to keep the product.

If he uses his right of withdrawal, he shall return the product to the entrepreneur with all accessories supplied and – if reasonably possible – in the original condition and packaging in accordance with any reasonable and clear instructions from the entrepreneur.

Article 7 – Costs in case of withdrawal

1. The consumer shall at most bear the costs of returning the products if he uses his right of withdrawal.
2. The entrepreneur shall return to the consumer any monies paid as soon as possible and no later than within 30 days of the return or withdrawal.

Article 8 – Exclusion of right of withdrawal

1. If the consumer has no right of withdrawal, the entrepreneur may only exclude this if he has stated this clearly in the offer and in any case in time before concluding the contract.
2. The right of withdrawal may only be excluded with respect to the following products:
 - o a. products created by the entrepreneur according to the consumer's specifications;
 - o b. products of a clearly personal nature;
 - o c. products that due to their nature can clearly not be returned;
 - o d. products that can perish or age quickly;
 - o e. products of which the price is linked to fluctuations on the financial market over which the entrepreneur has no influence;
 - o f. Individual newspapers and magazines;
 - o g. audio and video recordings and computer software of which the consumer has broken the seal.
3. The right of withdrawal may only be excluded with respect to the following services:
 - o a. accommodation, transport, restaurant meals or leisure activities on a certain date or during a certain period;
 - o b. of which delivery has commenced with express approval of the consumer before the time for reflection has expired;
 - o c. regarding competitions and lotteries.

Article 9 – The price

1. During the period of validity stated in the offer, the prices for the products and/or services offered shall not be increased except for price increases due to change in VAT rates.

2. In departure from the previous paragraph, the entrepreneur may offer products or services at variable prices that are linked to fluctuations on the financial market on which the entrepreneur has no influence. The fact that prices are linked to fluctuations and the fact that these are recommended prices shall be indicated in the offer.
3. Price increases within three months of concluding the contract shall only be permitted if due to statutory provisions or conditions.
4. Price increases from three months following the conclusion of the contract shall only be permitted if the entrepreneur has stipulated this and:
 - o a. this is the result of statutory provisions or conditions or
 - o b. the consumer is entitled to cancel the contract on the day on which the price increase takes effect.
5. The prices stated in the offer for products or services shall be exclusive of VAT.

Article 10 – Conformity and guarantee

1. The entrepreneur shall ensure that the products and/or services comply with the contract, the specifications stated in the offer, the reasonable requirements of soundness and/or usability and the existing statutory provisions and/or government regulations at the time of concluding the contract.
2. A settlement offered by the entrepreneur, manufacturer or importer as a guarantee shall not detract from the rights and demands that the consumer may assert against the entrepreneur following any shortcoming in the entrepreneur's obligations towards the consumer based on the law and/or the distance contract.

Article 11 – Delivery and execution

1. The entrepreneur shall take the greatest possible care in receiving and carrying out orders of products and assessing requests for providing services.
2. The place of delivery shall be the address notified by the consumer to the business.
3. Bearing in mind that stated in article 4 of these General Conditions, the business shall carry out accepted orders with proficient speed, yet within 30 days unless a longer period has been agreed. If the delivery is subject to delays or if an order cannot be carried out or carried out properly, the consumer shall receive notification no later than one month after placing the order. The consumer shall in that case be entitled to dissolve the contract without costs and possibly the right to claim compensation.

4. In the event of dissolution according to the previous paragraph, the entrepreneur shall repay the amount paid by the consumer as soon as possible yet no later than within 30 days of the dissolution.
5. If it is impossible to deliver a product that has been ordered, the entrepreneur shall endeavour to provide a replacement article. A clear and understandable notification of a replacement article shall be made no later than the delivery. The right of withdrawal cannot be excluded in the case of replacement articles. The entrepreneur shall bear the costs of returns.
6. The risk of damage and/or loss of products shall rest with the entrepreneur up to the point of supply to the consumer unless expressly agreed otherwise.

Article 12 – Distance transactions

1. The consumer may at any time terminate a contract entered into for an indefinite period bearing in mind the agreed rules of termination and notice of up to one month.
2. A contract entered into for a definite period shall run for a maximum of two years. If it has been agreed that in the case of silence on the part of the consumer, the contract shall be extended by distance, the contract shall be continued as a contract for an indefinite period and the period of notice shall be a maximum of one month following continuation of the contract.

Article 13 – Payment

1. Unless a later point is agreed, the amounts owed by the consumer shall be paid within 14 days of delivery of the goods or in the case of a contract for the provision of a service, within 14 days of issuing the documents relating to this contract.
2. The consumer shall be obliged to notify the entrepreneur without delay of any inaccuracies in the payment details provided or stated.
3. In the case of non-payment on the part of the consumer, the entrepreneur shall be entitled, apart from legal constraints, to charge for the reasonable, clearly incurred costs notified in advance to the consumer.

Article 14 – Handling complaints

1. The entrepreneur has a sufficiently well-known complaints procedure according to which it shall handle any complaints.
2. Complaints as to the carrying out of the contract shall be submitted to the entrepreneur within good time completely and clearly described 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 foreseeably longer processing time, the entrepreneur shall receive a response within 14 days with a notification of receipt and an indication of when the consumer can expect a more detailed answer.

4. If the complaint cannot be solved by mutual consultation, a dispute shall arise that shall be subject to dispute settlement.

Article 15 – Disputes

1. The contracts between the entrepreneur and the consumer to which these General Conditions refer shall be governed exclusively by Dutch law.

Article 16 – Additional or different conditions

Additional conditions or those differing from these General Conditions may not be to the consumer's detriment and shall be laid down in writing or in such a manner that the consumer can store them in an accessible manner on a sustainable data carrier.