

These General Terms and Conditions of Stichting Webshop Keurmerk have been drawn up in consultation with the Consumers' Association in the context of the Coordination Group Self-Regulation Consultation (CZ) of the Social and Economic Council and will enter into force on 1 June 2014.

These General Terms and Conditions will be used by all members of the Stichting Webshop Keurmerk with the exception of financial services as referred to in the Financial Supervision Act and insofar as these services are supervised by the Netherlands Authority for the Financial Markets.

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#### **Article 1 - Definitions**

In these terms and conditions, the following definitions apply:

1. **Supplementary agreement:** an agreement whereby the consumer has products, digital content and/or acquires services in connection with a distance contract and these goods, digital content and/or services are supplied by the entrepreneur or by a third party on the basis of an agreement between that third party and the entrepreneur;
2. **Cooling-off period:** the period within which the consumer can make use of his right of withdrawal;
3. **Consumer:** the natural person who is not acting for purposes related to his trade, business, craft or professional activity;
4. **Day:** calendar day;
5. **Digital content:** data produced and supplied in digital form;
6. **Continuing performance agreement:** an agreement that extends to the regular delivery of goods, services and/or digital content for a certain period of time;
7. **Durable data carrier:** any tool – including e-mail – that the consumer or enables the entrepreneur to store information that is addressed to it personally in a way that allows future consultation or use for a period that is tailored to the purpose for which the information is intended, and that allows unaltered reproduction of the stored information;
8. **Right of withdrawal:** the possibility of the consumer to renounce the distance contract within the cooling-off period;
9. **Entrepreneur:** the natural or legal person who is a member of Stichting Webshop Keurmerk and offers products, (access to) digital content and / or services to consumers at a distance;

10. **Distance contract:** an agreement concluded between the entrepreneur and the consumer in the context of an organized system for distance selling of products, digital content and / or services, whereby up to and including the conclusion of the agreement exclusive or co-use is made of one or more techniques for distance communication;

11. **Model withdrawal form:** the European model withdrawal form set out in Annex I to these terms and conditions;

12. **Technique for distance communication:** means that can be used to conclude an agreement, without the consumer and entrepreneur having to be together in the same room at the same time;

## **Article 2 – Identity of the entrepreneur**

**Name entrepreneur:** Global Golf Solutions BV

Htradenname: GolfTed®

Business address: Noorderkade 607

Phone number: +31 (0)6 22 22 33 03

E-mail address: info@golfted. com

Chamber of Commerce number: 80485529

VAT identification number: NL861688296B01

Where the activity of the economic operator is subject to a relevant authorisation scheme, the details of the supervisory authority;

If the entrepreneur pursues a regulated profession:

- - the professional association or organisation to which he is affiliated;
- - the professional title, the place in the EU or the European Economic Area where it was awarded;
- - a reference to the professional rules applicable in the Netherlands and indications where

and how these professional rules are accessible.

## **Article 3 – Applicability**

1. These general terms and conditions apply to every offer of the entrepreneur and to every distance contract concluded between entrepreneur and consumer.
2. Before the distance contract is concluded, the text of these general terms and conditions will be 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 at the request of the consumer as soon as possible.
3. If the distance contract is concluded electronically, contrary to the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions can be made available to the consumer electronically 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 read electronically and that they will be sent free of charge at the request of the consumer by electronic means or otherwise.

4. In the event that specific product or service conditions apply in addition to these general terms and conditions, the second and third paragraphs apply mutatis mutandis and the consumer can always invoke the applicable provision that is most favorable 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 will be 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 shall be sufficiently detailed to allow a proper assessment of the offer by the consumer. If the entrepreneur uses images, these are a true representation of the products, services and / or digital content offered. Obvious mistakes or obvious 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 that are attached to 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 therein.
2. If the consumer has accepted the offer electronically, the entrepreneur immediately confirms receipt of the acceptance of the offer electronically. 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 will take appropriate technical and organizational 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, on the basis of this investigation, the entrepreneur has good reasons not to enter into the agreement, he is entitled to refuse an order or request motivated or to attach special conditions to the execution.
5. At the latest upon delivery of the product, service or digital content to the consumer, 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:
  - a. the visiting address of the establishment of the entrepreneur where the consumer can go with complaints;
  - b. the conditions under which and the way in which the consumer can make use of the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
  - c. the information about guarantees and existing after-sales service;
  - d. the price including all taxes of the product, service or digital content; where applicable, the costs of delivery; and the method of payment, delivery or execution of the distance contract;
  - e. the requirements for termination of the agreement if the agreement has a duration of more than one year or is of indefinite duration;
  - f. if the consumer has a right of withdrawal, the model form for withdrawal.
6. In the case of a long-term transaction, the provision in the previous paragraph only applies to the first delivery.

## **Article 6 – Herroepingsrecht**

### ***For products:***

1. The consumer can terminate an agreement with regard to the purchase of a product during a cooling-off period of at least 14 days without giving reasons. The entrepreneur may ask the consumer about the reason for withdrawal, but not oblige him to state his reason (s).
2. The cooling-off period referred to in paragraph 1 shall start 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:
  1. if the consumer has ordered several products in the same order: the day on which the  
  
the consumer, or a third party designated by him, has 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.
  2. 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 during a certain period: the day on which the consumer, or a third party designated by him, has received the first product.

### ***In the case of services and digital content not supplied on a tangible medium:***

3. The consumer can terminate a service agreement and an agreement for the supply of digital content that has not been delivered on a tangible medium for at least 14 days without giving reasons. The entrepreneur may ask the consumer about the reason for withdrawal, but not oblige him to state his reason (s).
4. The cooling-off period referred to in paragraph 3 starts on the day following the conclusion of the agreement.

### ***Extended cooling-off period for products, services and digital content that has not been delivered on a tangible medium in the event of non-information about the right of withdrawal:***

5. If the entrepreneur provides the consumer with the legally required information about the right of withdrawal or  
  
has not provided the model withdrawal form, the reflection period shall expire twelve months after the end of the original reflection period established in accordance with the previous paragraphs of this Article.
6. If the entrepreneur has provided the information referred to in the previous paragraph to the consumer within twelve months after the effective date of the original reflection period, the reflection period expires 14 days after the day on which the consumer has 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 the packaging with care. He will only unpack or use the product to the extent necessary to determine the nature, characteristics and functioning of the product. The starting point here is that the consumer may only handle and inspect the product as he would be allowed to do in a store.
2. The consumer is only liable for depreciation of the product that is the result of a way of handling the product that goes beyond what is permitted in paragraph 1.
3. The consumer is not liable for depreciation of the product if the entrepreneur has not provided him with all legally required information about the right of withdrawal before or at the conclusion of the agreement.

## **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 reports this to the entrepreneur within the cooling-off period by means of the model form for withdrawal 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 returns the product, or hands it over to (an authorized representative of) the entrepreneur. This is not necessary if the entrepreneur has offered to pick up the product himself. The consumer has in any case observed the return period if he returns the product before the cooling-off period has expired.
3. The consumer returns the product with all delivered accessories, if reasonably possible in original condition and packaging, and according to, in accordance with the reasonable and clear instructions provided by the entrepreneur.
4. The risk and the burden of proof for the correct and timely exercise of the right of withdrawal lies with the consumer.
5. The consumer bears the direct costs of returning the product. If the entrepreneur has not reported that the consumer must 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 explicitly requested that the provision of the service or the supply of gas, water or electricity that are not made ready for sale in a limited volume or certain quantity starts during the cooling-off period, the consumer owes the entrepreneur an amount that is proportional to that part of the obligation that has been fulfilled by the entrepreneur at the time of withdrawal, compared to the full fulfilment of the undertaking.
  
7. The consumer shall not bear any costs for the full or partial delivery of digital content not supplied on a tangible medium, if:
  1. prior to its delivery, he has not expressly consented to the commencement of  
  
the fulfilment of the agreement before the end of the cooling-off period;
  2. he has not acknowledged losing his right of withdrawal when granting his consent; or
  3. the entrepreneur has failed to confirm this statement of the consumer.
8. If the consumer exercises his right of withdrawal, all additional agreements will be dissolved by operation of 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 electronically, he will immediately send an acknowledgement of receipt after receipt of this notification.
2. The entrepreneur reimburses all payments of the consumer, including any delivery costs charged by the entrepreneur for the returned product, immediately but within 14 days following the day on which the consumer notifies him of the withdrawal. Unless the entrepreneur offers to collect the product himself, he may wait to refund until he has received the product or until the consumer proves that he has returned the product, whichever is earlier.
3. The entrepreneur uses the same means of payment that the consumer has used for reimbursement, 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 refund 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 who can within the withdrawal period  
demonstrate
2. Agreements concluded during a public auction. Under a public auction,  
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 is given 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:
  1. the execution has started with the express prior consent of the consumer; and
  2. the consumer has stated that he loses his right of withdrawal as soon as the entrepreneur has  
fully executed the agreement;
4. Service contracts for the provision of accommodation, as in the contract  
a certain date or period of execution is foreseen and other than for residential purposes,  
freight transport, car rental services and catering;
5. Contracts relating to leisure activities, if a date is specified in the contract  
whether a period of implementation thereof is foreseen;
6. 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;
7. Products that spoil quickly or have a limited shelf life;
8. Sealed products that are not suitable for reasons of health protection or hygiene  
to be returned and of which the seal has been broken after delivery;
9. Products that are irrevocably mixed with other products after delivery by their nature;
10. Alcoholic beverages of which the price has been agreed at the conclusion of the agreement,  
but the delivery of which can only take place after 30 days, and of which the actual value  
is dependent on fluctuations in the market over which the entrepreneur has no influence;
11. Sealed audio, video recordings and computer software, the seal of which is after  
delivery is broken;

12. Newspapers, magazines or magazines, with the exception of subscriptions thereto; 13. The supply of digital content other than on a tangible medium, but only if:

1. the execution has started with the express prior consent of the consumer; and
2. the consumer has stated that he 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 as a result of changes in VAT rates.
2. Contrary to the previous paragraph, the entrepreneur can 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 commitment to fluctuations and the fact that any prices stated are target prices are stated in the offer.
3. Price increases within 3 months after the conclusion of the agreement are only permitted if they are the result of statutory regulations or provisions.
4. Price increases from 3 months after the conclusion of the agreement are only permitted if the entrepreneur has stipulated this and: a. these are the result of statutory regulations or provisions; Orb. the consumer has the right to terminate the contract with effect from the day on which the price increase takes effect.
5. The prices stated in the offer of products or services include VAT.

#### **Article 12 – Compliance with the agreement and extra 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 conclusion of the agreement. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.
2. An additional guarantee provided by the entrepreneur, his supplier, manufacturer or importer never limits the legal rights and claims that the consumer can assert against the entrepreneur on the basis of the agreement if the entrepreneur has failed to comply with his part of the agreement.
3. An additional guarantee is understood to mean any commitment of the entrepreneur, his supplier, importer or producer in which he grants the consumer certain rights or claims that go beyond what he is legally obliged to do in the event that he has failed to comply with his part of the agreement.

#### **Article 13 – Delivery and execution**

1. The entrepreneur will take the greatest possible care when receiving and executing orders for products and when assessing requests for the provision of services.
2. The place of delivery is the address that the consumer has made known to the entrepreneur.
3. With due observance of what is stated in article 4 of these general terms and conditions, the entrepreneur will execute accepted orders expeditiously but no later than within 30 days, unless another delivery period has been agreed. If the delivery is delayed, or if an order cannot be executed or can only be partially executed, the consumer will receive notice of this no later than 30 days after he has placed the order. In that case, the consumer has the right to dissolve the agreement without costs and is entitled to any compensation.
4. After dissolution in accordance with the previous paragraph, the entrepreneur will immediately refund the amount that the consumer has paid.
5. The risk of damage and / or loss of products rests with the entrepreneur until the moment of delivery to the consumer or a pre-designated representative made known to the entrepreneur, unless expressly agreed otherwise.

#### **Article 14 – Duration transactions: duration, termination and extension**

*Termination:*

1. The consumer can at any time an agreement that has been entered into for an indefinite period of time and that extends to the regular delivery of products (including electricity) or services.

termination with due observance of the agreed termination rules and a notice period

of not more than one month.

2. The consumer can enter into an agreement that has been entered into for a definite period and that extends to the

regular delivery of products (including electricity) or services, cancel at any time at the end of the fixed term with due observance of agreed termination rules and a notice period of no more than one month.

3. The consumer may, in the agreements referred to in the previous paragraphs:

- - cancel at any time and are not limited to termination at a certain time or in a

certain period;

- - at least cancel in the same way as they have been entered into by him;
- - always terminate with the same notice period as the entrepreneur has stipulated for himself.

*Extension:*

4. An agreement that has been entered into for a definite period and that extends to the regular delivery of products (including electricity) or services may not be tacitly extended or renewed for a certain period of time.

5. Contrary to the previous paragraph, an agreement that has been entered into for a definite period and that extends to the regular delivery of daily, news and weekly newspapers and magazines may be tacitly extended for a fixed period of up to three months, if the consumer can terminate this extended agreement at 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 definite period and that extends to the regular delivery of products or services may only be tacitly extended for an indefinite period if the consumer may terminate at any time with a notice period of no more than one month. The notice period is a maximum of 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 with a limited duration to the regular delivery of daily, news and weekly newspapers and magazines (trial or introductory subscription) is not tacitly continued and ends automatically after the trial or introductory period.

*Expensive:*

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

## **Article 15 – Payment**

1. Unless otherwise stipulated in the agreement or additional conditions, the amounts owed by the consumer must be paid within 14 days after the start of the cooling-off period, or in the absence of a cooling-off period within 14 days after the conclusion of the agreement. In the case of an agreement



to provide a service, this period starts on the day after the consumer has received the confirmation of the agreement.

2. When selling products to consumers, the consumer may never be obliged in general terms and conditions to pay more than 50% in advance. 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 duty to report inaccuracies in provided or stated payment details 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 to still meet his payment obligations, after the failure to pay within this 14-day period, he owes the statutory interest on the amount still due and the entrepreneur is entitled to charge the extrajudicial collection costs incurred by him. bring. These collection costs amount to a maximum of: 15% on outstanding amounts up to € 2,500; 10% on the following € 2.500,= and 5% on the next € 5.000,= with a minimum of € 40,=. The entrepreneur can deviate from the aforementioned amounts and percentages for the benefit of the consumer.

#### **Article 16 – Complaints procedure**

1. The entrepreneur has a sufficiently publicized complaints procedure and handles the complaint in accordance with this complaints procedure.

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2. Complaints about the execution of the agreement must be submitted to the entrepreneur fully and clearly described within a reasonable time after the consumer has discovered 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 period of 14 days with a message of receipt and an indication when the consumer can expect a more detailed answer.
4. A complaint about a product, service or the service of the entrepreneur can also be submitted via a complaint form on the consumer page of the website of Stichting Webshop Keurmerk (<http://keurmerk.info/Home/MisbruikOfKlacht>) The complaint will then be sent both to the entrepreneur in question and to Stichting Webshop Keurmerk.
5. If the complaint cannot be resolved within a reasonable period of time or within 3 months after submitting the complaint in mutual consultation, a dispute arises that is susceptible to the dispute settlement.

#### **Article 17 – Disputes**

1. Agreements between the entrepreneur and the consumer to which these general terms and conditions relate, are exclusively governed by Dutch law.
2. Disputes between the consumer and the entrepreneur about the conclusion or execution of agreements with regard to products and services to be delivered or delivered by this entrepreneur can, with due observance of the provisions below, be submitted by both the consumer and the entrepreneur to the Disputes Committee Webshop, P.O. Box 90600, 2509 LP in The Hague ([www.sgc.nl](http://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. No later than twelve months after the dispute has arisen, the dispute must be submitted in writing to the Disputes Committee.
5. If the consumer wants to submit a dispute to the Disputes Committee, the entrepreneur is bound by this choice. If the entrepreneur wants to do so, the consumer will have to state in writing within five weeks after a written request made by the entrepreneur whether he also wishes to do so or wants the dispute to be dealt with by the competent court. If the entrepreneur does not hear the consumer's

choice within the period of five weeks, the entrepreneur is entitled to submit the dispute to the competent court.

6. The Disputes Committee will rule under the conditions as laid down in the regulations of the Disputes Committee (<http://www.degeschillencommissie.nl/over-ons/de-commissies/2701/webshop>). The decisions of the Disputes Committee are made by means of binding advice.
7. The Disputes Committee will not deal with a dispute or discontinue the treatment if the entrepreneur has been granted a suspension of payment, has become bankrupt or has actually terminated his business activities, before a dispute has been dealt with by the committee at the hearing and a final judgment has been issued.
8. If, in addition to the Webshop Disputes Committee, another disputes committee recognised or affiliated with the Stichting Geschillencommissies voor Consumentenzaken (SGC) or the Financial Services Complaints Institute (Kifid) is competent, the Disputes Committee Stichting Webshop Keurmerk is preferably competent for disputes concerning mainly the method of selling or providing services at a distance. For all other disputes, the other recognized disputes committee affiliated with SGC or Kifid.

#### **Article 18 – Industry guarantee**

1. Stichting Webshop Keurmerk guarantees compliance with the binding advice of the Disputes Committee Stichting Webshop Keurmerk by its members, unless the member decides to submit the binding advice to the court for review within two months after sending it. This guarantee revives if the binding opinion has been maintained after review by the court and the judgment from which this is shown has become final. Up to a maximum amount of € 10,000 per binding advice, this amount will be paid to the consumer by Stichting Webshop Keurmerk. For amounts greater than € 10,000 per binding advice, € 10,000 will be paid out. Stichting Webshop Keurmerk has a best efforts obligation to ensure that the member complies with the binding advice.
2. For the application of this guarantee, it is required that the consumer makes a written appeal to Stichting Webshop Keurmerk and that he transfers his claim against the entrepreneur to Stichting Webshop Keurmerk. If the claim against the entrepreneur exceeds € 10,000,-, the consumer is offered to transfer his claim to Stichting Webshop Keurmerk in so far as it exceeds the amount of € 10,000, after which this organization will request the payment thereof in court in its own name and costs in order to satisfy the consumer.

#### **Article 19 – Additional or different provisions**

Additional or deviating provisions 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.

#### **Article 20 – Amendment of the general terms and conditions Stichting Webshop Keurmerk**

1. Stichting Webshop Keurmerk will not change these general terms and conditions except in consultation with the Consumers' Association.
2. Changes to these terms and conditions are only effective after they have been published in an appropriate manner, on the understanding that in the event of applicable changes during the term of an offer, the provision most favorable to the consumer will prevail.

**Address Stichting Webshop Keurmerk: Willemsparkweg 193, 1071 HA Amsterdam**

#### **Annex I: Model withdrawal form**

**Model withdrawal form (only complete and return this form if you wish to withdraw from the contract)**

- - To: [ name of entrepreneur]

[ geographical address entrepreneur] [ fax number entrepreneur, if available] [ e-mail address or electronic address of entrepreneur]

- - I/We\* hereby inform you that I/we\* revoke our contract for the sale of the following products: [product designation]\*the supply of the following digital content: [digital content designation]\* the provision of the following service: [service designation]\*\*
- - Ordered on\*/received on\* [date of order for services or receipt for products]
- - [Name of consumer(s)]
- - [Address of consumer(s)]
- - [Signature of consumer(s)] (only when this form is submitted on paper)

\* Delete what does not apply or fill in what applies.