

## **General terms and conditions Beek & Linden B.V.**

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## **GENERAL**

### **Article 1 - Definitions**

The following definitions apply in these terms and conditions:

1. **Withdrawal period:** the period within Users can make use of their Right of withdrawal;
2. **Day:** calendar day;
3. **Right of withdrawal:** the possibility for the User to waive a contract within the withdrawal period;
4. **User:** users of services on the Websites;
5. **Trader:** a natural or legal person who offers services to Users;
6. **Websites:** websites owned by Beek & Linden B.V. for example [www.crowdfundmarkt.nl](http://www.crowdfundmarkt.nl) and [www.crowdfundpanel.com](http://www.crowdfundpanel.com).

### **Article 2 – Identity of Trader**

1. Name: Beek & Linden B.V.
2. Email address: [info@beekenlinden.nl](mailto:info@beekenlinden.nl)
3. Chamber of Commerce number: 63752603
4. VAT identification number: 855385029B01

### **Article 3 - Applicability**

1. These general terms and conditions apply to every offer made by the Trader and to every contract that has been realized between the Trader and the User.
2. Prior to the conclusion of a contract, the text of these general terms and conditions will be made available to the User.
3. In cases where specific service-related terms and conditions apply in addition to these general terms and conditions, the second and third paragraphs apply by analogy and the User can always invoke the applicable condition that is most favorable to the User in the event of incompatible general terms and conditions.

### **Article 4 - Privacy policy and User data**

1. The Trader has a privacy policy which is assessable on the Websites.
2. User data will be used and stored by the Trader but not sold to third parties.
3. Users are responsible for maintaining the confidentiality of their password which, together with their login credentials, allows them to access the Websites. If the User becomes aware of any unauthorized use of the Users registration or account information, the User has to notify the Trader immediately at the email address [info@beekenlinden.nl](mailto:info@beekenlinden.nl).

### **Article 5 - Disclaimers Websites**

1. The Websites and services on the Websites are provided to the User on an “as-is” and “as available” basis. The Trader make no representations or warranties of any kind as to the content or operation of the Website or the service on the Websites, as to the loss of User data.

2. The Websites and services on the Websites may be interrupted from time to time. In no event will The Trader be liable to the User for any loss, cost, or damage that results from any scheduled or unscheduled downtime. The Trader shall use commercially reasonable efforts to minimize downtime.
3. The Websites and services on the Website are only intended to assist the User. The Trader is not a financial planner or financial broker. The user is responsible for interpretation of data presented on the Websites.
4. Use of the Websites or service on the Websites is at sole risk of the User. The Trader doesn't make any representations, warranties or guarantees regarding the accuracy, reliability or completeness of the Websites or services on the Websites.
5. The Trader doesn't make any representations, warranties or guarantees that the Websites are free from any viruses or other code that are intended to harm the User.
6. The Websites are owned by the Trader and can be used by the User. The Websites may only be used personal, internal and non-commercial.

## **CONTRACTS**

### **Article 6 - The offer**

1. If an offer is subject to a limited period of validity or is made subject to conditions, this will be explicitly mentioned in the offer.
2. The offer contains a complete and accurate description of the services being offered. The description is sufficiently detailed to enable the User to make a proper assessment of the offer. If the Trader makes use of illustrations, these will be a true representation of the services being offered. The Trader is not bound by obvious errors or mistakes in the offer.
3. Every offer contains information that makes it clear to the User what rights and obligations are related to the acceptance of the offer.

### **Article 7 - The contract**

1. The contract will be concluded, subject to that which is stipulated in article 6, at the moment at which the User accepts the offer and the conditions thereby stipulated have been fulfilled.
2. If the User has accepted the offer electronically, the Trader will immediately confirm receipt of acceptance of the offer electronically. The User can dissolve the contract as long as this acceptance has not been confirmed by the Trader.
3. If the contract is concluded electronically, the Trader will take suitable technical and organizational measures to secure the electronic transfer of data and the Trader will ensure a safe web environment. If the User is able to pay electronically, the Trader will take suitable security measures.
4. The Trader may obtain information – within statutory frameworks – about the User's ability to fulfill the User's payment obligations, as well as about facts and factors that are important for the responsible conclusion of the contract. If that research gives the trader proper grounds for declining to conclude the contract, then the Trader has a right, supported by reasons, to reject an order or application or to bind its implementation to special conditions.
5. The Trader will send to the User, at the latest when delivering a service, the following information:
  - a. the office address of the Trader's business location where the User can lodge complaints;
  - b. the conditions under which the User can make use of the Right of withdrawal and the method for doing so, or a clear statement relating to preclusion from the Right of withdrawal;
  - c. the price, including all taxes on the service; the costs of delivery insofar as applicable, and the method of payment, delivery or implementing the contract;
  - d. the requirements for terminating the contract, if the duration of the contract exceeds one year or if it is indefinite.
6. In case of an extended duration contract, the stipulation in the previous paragraph applies only to the first delivery.

## **Article 8 - Right of withdrawal**

1. When purchasing services, the User has the right to dissolve a contract, without giving reasons, during a period of at least 14 Days. The Trader is allowed to ask the User for the reason of this dissolution, but the User is under no obligation to state his/her reason(s).
2. The period stipulated in para. 1 commences on the Day after the contract is concluded.
3. If the Trader did not provide the User with the statutorily obligatory information about the Right of withdrawal, the Withdrawal period ends twelve months after the end of the originally stipulated Withdrawal period based on the previous paragraphs of this article.
4. If the Trader provided the User with the information referred to in the previous paragraph within 12 months of the commencing date of the original Withdrawal period, the Withdrawal period shall end 14 Days after the Day on which the User received the information.

## **Article 9 - Users who exercise their Right of withdrawal and the costs involved**

1. Users who wants to exercise their Right of withdrawal shall report this to the Trader, within the Withdrawal period, by means of the model form for Right of withdrawal or in some other unequivocal way.
2. The risk and the burden of proof for exercising the Right of withdrawal correctly and in time rest upon the User.
3. If Users exercise their Right of withdrawal, all supplementary agreements are legally dissolved.

## **Article 10 - Traders' obligations in case of withdrawal**

1. If the Trader makes it possible for Users to declare their withdrawal via electronic means, then after receiving such a declaration, the Trader sends immediate confirmation of receipt.
2. For any reimbursement, the Trader will use the same payment method that was initially used by the User, unless the User agrees to another method. Reimbursement is free of charge for the User.
3. If the User chose an expensive method of delivery in preference to the cheapest standard delivery, the Trader does not have to refund the additional costs of the more expensive method.

## **Article 11 - Precluding the Right of withdrawal**

1. The Trader can preclude the Right of withdrawal for the following services, but only if the Trader stated this clearly when making the offer, or at least in good time prior to conclusion of the contract:
  - a. services whose prices are subject to fluctuations on the financial market over which the Trader has no influence and which can occur within the Withdrawal period;
  - b. contracts concluded during a public auction. A public auction is defined as a sales method whereby a Trader offers services at an auction, under the directions of an auctioneer, and whereby the successful purchaser is obliged to purchase the services;
  - c. service contracts, after full completion of the service, but only if:
    - i. implementation started with the explicit prior agreement of the User; and
    - ii. Users declared having lost their Right or withdrawal as soon as the Trader had completed the contract in full.

## **Article 12 - The price**

1. During the period of validity indicated in the offer, the prices of the services being offered will not be increased, except for price changes in VAT-tariffs.
2. Contrary to the previous paragraph, the Trader may offer services at variable prices, in cases where these prices are subject to fluctuations in the financial market over which the Trader has no influence. The offer must refer to this link with fluctuations and the fact that any prices mentioned are recommended prices.
3. Price increases within 3 months after the contract was concluded are only permitted if they are the result of statutory regulations or stipulations.
4. Price increases more than 3 months after the contract was concluded are only permitted if the Trader stipulated as much and:
  - a. they are the result of statutory regulations or stipulations; or
  - b. the User is authorized to terminate the contract on the Day on which the price increase takes effect.

## **Article 13 - Contract fulfilment and extra guarantee**

1. The Trader guarantees that the services fulfill the contract, the specifications stated in the offer, the reasonable requirements of reliability and/or serviceability and the statutory stipulations and/or government regulations that existed on the date that the contract was concluded. If agreed the Trader also guarantees that the service is suited for other than normal designation.
2. An extra guarantee arrangement offered by the Trader, manufacturer or importer can never affect the statutory rights and claims that Users can enforce against the trader on the grounds of the contract if the Trader failed to fulfil their part in the contract.
3. An extra guarantee is defined as every commitment of a Trader, supplier, importer or manufacturer that grants the User rights or claims, in excess of those provided by law, for the event that the Trader fails to fulfil Trader's part in the contract.

## **Article 14 - Implementation**

1. The Trader will take the greatest possible care when receiving and implementing orders for services and when assessing applications for the provision of services.
2. Taking into consideration that which is stated in article 6 of these general terms and conditions, the company will implement accepted orders with efficient expedition, though at the latest within 30 Days, unless a different period of delivery has been agreed. If delivery suffers a delay, or if the delivery cannot be implemented, or only partially, the User will be informed about this at the latest 30 Days after the order was placed. In this case, the User has a right to dissolve the contract free of charge and a right to possible damages.
3. Following dissolution in accordance with the previous paragraph, the Trader refunds the User immediately the sum the User had paid.

## **Article 15 - Extended duration transactions: duration, termination and prolongation**

### *Termination:*

1. The User has a right at all times to terminate an open-ended contract that was concluded for the regular supply of services, subject to the agreed termination rules and a period of notice that does not exceed one month.
2. The User has a right at all times to terminate a fixed-term contract that was concluded for the regular supply of services at the end of the fixed-term, subject to the agreed termination rules and a period of notice that does not exceed one month.
3. With respect to contracts as described in the first two paragraphs, the User can:
  - a. terminate them at all times and not be limited to termination at a specific time or during a specific period;
  - b. terminate them in the same way as that in which they were concluded;
  - c. always terminate them subject to the same period of notice as that stipulated for the Trader.

### *Prolongation:*

4. A fixed-term contract that was concluded for the regular supply of services may not be automatically prolonged or renewed for a fixed period of time.
5. A fixed-term contract that was concluded for the regular supply of services may not be may be automatically prolonged for a fixed term, if the consumer is at liberty to terminate this prolonged contract towards the end of the prolongation, with a period of notice that does not exceed one month.

### *Duration:*

6. If the fixed-term of a contract exceeds one year, then after one year the User has at all times a right to terminate, with a period of notice that does not exceed one month, unless reasonableness and fairness dictate that premature termination of the contract would be unacceptable.

## **Article 16 - Payment**

1. As far as no other date is stipulated in the contract or supplementary conditions, sums payable by the User should be paid within 14 Days after commencement of the Withdrawal period, or in the absence of a Withdrawal period within 14 Days after the conclusion of the contract. In the case of a contract to provide a service, this 14-Day period starts on the Day after the User received confirmation of the contract.
2. The User is obliged to report immediately to the Trader any inaccuracies in payment data provided or stated.
3. If Users fail to fulfil their payment obligation(s) in good time, after the Trader has informed the User about the late payment, the User is allowed 14 Days in which to fulfil the obligation to pay; if payment is not made within this 14-Day period, statutory interest will be payable over the sum owed and the Trader has the right to charge reasonable extra judicial costs of collection the Trader has incurred. These costs of collection amount to, at the most: 15% of unpaid sums up to € 2,500; 10% over the next € 2,500; and 5% over the next € 5,000, with a minimum of € 40. The Trader can make departures from these sums and percentages that are favorable to the User.



## **FINAL**

### **Article 17 - Complaints procedure**

1. The Trader provides for a complaints procedure, that has been given sufficient publicity, and will deal with a complaint in accordance with this complaints procedure.
2. The User who has discovered shortcomings in the implementation of a contract must submit any complaints to the Trader without delay, in full and with clear descriptions in Dutch or English.
3. A reply to complaints submitted to the Trader will be provided within a period of 14 Days, calculated from the date of receipt, in Dutch or English. If it is anticipated that a complaint will require a longer processing time, then the Trader will reply within 14 Days, confirming receipt and indicating when the User can expect a more elaborate reply.
4. The User should give the Trader a time period of at least 4 weeks to solve the complaint in joint consultation. After this period of time, the complaint becomes a dispute that is subject to the disputes settlement scheme.

### **Article 18 - Disputes**

1. Contracts entered into between the Trader and the User and which are subject to these general terms and conditions are subject only to Dutch law.

### **Article 19 - Additional or different stipulations**

1. Additional stipulations or stipulations that differ from these general terms and conditions, may not be detrimental to the User and should be recorded in writing, or in such a way that Users can store them in a readily accessible manner.

These general terms and conditions were last modified on September 8, 2016.