

## **Terms and conditions of Pawsibility**

We kindly advise you to read these Terms and Conditions carefully so you are aware of your rights and obligations under this Agreement. You are referred to in these Terms and Conditions as the Customer. For the sake of convenience we choose the masculine gender, but where "he" is mentioned we also mean "she".

### **Article 1. Definitions**

1. In these Terms and Conditions, capitalized terms shall be defined as follows:

#### **Terms and Conditions**

the terms and conditions listed in this document as used by Pawsibility;

#### **Login Credentials**

the combination of the Customer's username and password for placing an order on the Website;

#### **Customer**

the natural person who places an order on the Website;

#### **Pawsibility**

the general partnership Pawsibility, established and having an office at (4698 CG) Oud-Vossemeer at Cornelis Frankenstraat 28;

#### **Agreement**

the agreement between the Customer and Pawsibility, which is concluded via the Website on the basis of which the Customer buys the Product from Pawsibility;

#### **Product**

a product that is offered on the Website by Pawsibility;

#### **Privacy Statement**

the Privacy Statement of Pawsibility, which can be found on the Website;

#### **Website**

the website owned by Pawsibility, on which the Product is offered;

## **Article 2. Applicability**

1. These Terms and Conditions apply to every offering made by Pawsibility on the Website, to every Agreement concluded via the Website and to every use of the Website.
2. Pawsibility may amend and / or complement these Terms and Conditions at any time. Changes do not apply to already concluded Agreements. The most up to date version of the Terms and Conditions can be found on the Website. If the Customer does not agree with the amended and / or complemented Terms and Conditions, the Customer cannot order the Product.

## **Article 3. Offer and establishment of the Agreement**

1. The Agreement enters into force by completing the ordering process on the Website and accepting the Terms and Conditions.
2. An offer on the Website is always without any obligation and can be revoked by Pawsibility immediately after an order.
3. Pawsibility is not bound by apparent errors and clerical errors in the offer on the Website.

## **Article 4. Use and Availability of the Website**

1. Pawsibility does not guarantee that information on the Website is always correct, current or complete.
2. During the registration process, the Customer can be asked to provide Login Credentials. The Customer guarantees to Pawsibility, and is responsible for ensuring that the information he provides is correct, complete and current.
3. The Customer is responsible and liable for all use made with his Login Credentials.
4. As soon as the Customer knows or has reason to suspect that his Login Credentials came into the hands of unauthorized persons, the Customer is obliged to report this case to Pawsibility, without prejudice to the obligation to immediately take effective measures himself, such as changing the Login Credentials.

5. Pawsibility reserves the right to change the login procedure and / or Customer's Login Credentials if it is deemed to be necessary for the functioning of the Website.

#### **Article 5. Price and payment**

1. The stated price of the Product is valid the moment it is displayed on the Website. VAT is included in the stated total price. Any additional costs, such as shipping and payment costs, will be mentioned on the Website.
2. The payment methods will be mentioned on the Website. When the Customer chooses a method of payment after delivery, the payment term depends on the payment method chosen, as indicated on the Website. The payment term is a deadline.
3. If the Customer exceeds the payment deadline or Pawsibility is unable to collect the amount due by means of the payment instrument chosen by the Customer before the end of the payment term, the Customer shall legally be in default, regardless of whether Pawsibility sends any further warning or notice.
4. If the Customer is in default with regard to his payment obligation, Pawsibility may refer the debt for collection, in which case the Customer shall also be obliged to pay the costs incurred by Pawsibility in accordance with the graduated scale of judicial collection expenses (BIK)

#### **Article 6. Delivery**

1. The delivery deadlines on the Website and / or during the ordering process are indicative and cannot be considered legal deadlines.

#### **Article 7. Privacy**

1. When visiting the Website and placing an order, or indicating Login information, (personal) information is supplied to Pawsibility. This (personal) information shall be processed in accordance with the applicable laws and regulations and the Privacy Statement.

#### **Article 8. Withdrawal and complaints**

1. Within 14 days after the receipt of the Product the Customer has the right to dissolve the Agreement without providing reasons, unless one of the exceptions

in Article 6:230p of the Dutch Civil Code applies. If the right of dissolution applies, then the Customer can invoke this right by filling in the model form for dissolution, as provided by Pawsibility, and by returning this form - together with the Products delivered but not desired by the Customer - to Pawsibility. The costs of return shipment are at the expense of the Customer.

2. In the event of dissolution of the Agreement, the Customer is obliged to return the Product delivered but not desired by the Customer as quickly as possible, and in any case within 14 days after the declaration of dissolution.
3. In the event of dissolution of the Agreement, Pawsibility will refund the already paid amount under the Agreement by the Customer within 14 days after receipt of the declaration of dissolution. Pawsibility is entitled to deduct the value reduction of the Product from the amounts to be refunded, insofar as this decrease in value is the result of use by the Customer that goes beyond what is necessary to determine the nature, characteristics and functioning of the Product.
4. If the Customer has opted for a different method of shipment than the standard shipping method, only the costs for the standard shipping will be reimbursed by Pawsibility.
5. Complaints about the Product can be sent to . Pawsibility will react substantively to the complaint within a reasonable period of time.

#### **Article 9. Conformity**

1. If a Product does not comply with the Agreement, Pawsibility will repair the Product free of charge and within a reasonable time period at the discretion of Pawsibility or, in case of absence of a Product or parts thereof, still deliver them. If the repair is not possible or can't be demanded of Pawsibility, Pawsibility will replace the Product.
2. If Pawsibility has not repaired the Product within a reasonable period, the Customer is entitled to address another party for recovery. Pawsibility will reimburse the reasonable costs invoiced by this third party with regard to the recovery.
3. An appeal to the Product's non-compliance with the Agreement is not possible if it was already known or could reasonably have been known to the Customer

upon the conclusion of the Agreement that there was a defect, or if the nature of the purchased Product or the nature of the defect is contrary to this.

**Article 10. Liability**

1. Pawsibility does not accept any liability for indirect or consequential damages, such as loss of profit, loss of turnover, loss of expected savings and other similar financial losses, as well as loss of goodwill or damage to reputation.
2. To the extent that Pawsibility is liable, this liability is limited to a maximum of the price of the Product.

**Article 11. Miscellaneous**

1. The Customer may not transfer the rights and obligations arising from the Agreement to third parties.
2. The use of the Website, these Terms and Conditions and / or the Agreement are subject solely to Dutch law.