

General terms and conditions FLOATING MAASTRICHT

These General Terms and Conditions of the Dutch Thuiswinkel Organisation (hereafter referred to as Thuiswinkel.org) were drawn up in consultation with the Consumers' Association within the framework of the Self-Regulation Coordination Group (CZ) of the Social and Economic Council and will come into force on 1 June 2014.

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Article 1 - Definitions

In these terms and conditions, the following definitions shall apply:

- Ancillary contract: a contract in which the consumer acquires products, digital content and/ or services related to a distance contract and these items, digital content and/or services are provided by the trader or by a third party on the basis of an arrangement between that third party and the trader;
- 2. Withdrawal period: the period within which the consumer can exercise his right of withdrawal;
- 3. Consumer: the natural person not acting for purposes related to his trade, business, craft or profession;
- 4. Day: calendar day;
- 5. Digital content: data produced and delivered in digital form;



- 6. Continuing performance contract: a contract for the regular supply of goods, services and/or digital content for a specified period;
- 7. Durable medium: any device including e-mail that enables the consumer or trader to store information addressed personally to him in a way that allows future consultation or use for a period of time appropriate to the purpose for which the information is intended, and which allows unaltered reproduction of the stored information; Herroepingsrecht: de mogelijkheid van de consument om binnen de bedenktijd af te zien van de overeenkomst op afstand;
- 8. Trader: the natural or legal person who is a member of Thuiswinkel.org and offers products, (access to) digital content and/or remote services to consumers;
- 9. Distance contract: a contract concluded between the trader and the consumer within the framework of an organised distance sales system for products, digital content and/or services, which, up to and including the conclusion of the contract, makes exclusive or joint use of one or more means of distance communication;
- 10. Model withdrawal form: the European model withdrawal form set out in Annex I to these terms and conditions; Annex I need not be made available if the consumer does not have a right of withdrawal in respect of his order;
- 11. Technology for distance communication: means that can be used for concluding 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

Company name: FLOATING MAASTRICHT part of LEEF!

Therapeutic Center.Acting under the name(s):

Floating Maastricht

LEEF! Therapeutisch Centrum

Branch address and details:

Oranjeplein 97 6224 KV Maastricht

Telefoonnummer: 043-2070930

Email address: info@floatingmaastricht.nl

CoC number: 69884951

VAT number: NL858051989B01

Accessibility:

Monday to Friday from 9 a.m. to 6 p.m.



Article 3 - Applicability

- 1. These general terms and conditions apply to every offer made by the entrepreneur and to every distance contract concluded between the entrepreneur and consumers.
- 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, before the distance contract is concluded, the trader will indicate in what way the general terms and conditions can be inspected at the trader's premises and that, at the consumer's request, they will be sent free of charge as soon as possible.
- 3. If the distance contract is concluded electronically, notwithstanding the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions may be made available to the consumer electronically in such a way that it can be easily stored by the consumer 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 inspected electronically and that they will be sent electronically or otherwise free of charge at the consumer's request.
- 4. In the event that specific product or service conditions apply in addition to these general conditions, the second and third paragraphs shall apply mutatis mutandis and, in the event of conflicting conditions, the consumer may always rely on the applicable provision that is most favourable to him.

Article 4 - The offer

- 1. If an offer has a limited period of validity or is made subject to conditions, this will be expressly stated in the offer.
- 2. The offer contains a complete and accurate description of the products, digital content and/or services offered. The description is sufficiently detailed to enable a proper assessment of the offer by the consumer. If the entrepreneur uses images, these are a truthful representation of the offered products, services and/or digital content. 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 rights and obligations 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 moment the consumer accepts the offer and fulfils the conditions set out therein.
- 2. If the consumer has accepted the offer electronically, the trader will immediately confirm receipt of 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 shall take appropriate technical and organisational measures to protect the electronic transfer of data and shall ensure a secure web environment. If the consumer can pay electronically, the entrepreneur will observe appropriate security measures.



- 4. The entrepreneur may within legal frameworks investigate whether the consumer can meet his payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the remote agreement. If, based on this investigation, the entrepreneur has good grounds not to enter into the agreement, he is entitled to refuse an order or application or to attach special conditions to the implementation, while stating reasons.
- 5. The trader will send the consumer the following information, in writing or in such a way that it can be stored by the consumer in an accessible way on a durable data carrier, at the latest on delivery of the product, service or digital content:
 - a. The visiting address of the trader's establishment to which the consumer can address complaints;
 - b. The conditions under which and the way in which the consumer can exercise the right of withdrawal, or a clear statement concerning the exclusion of the right of withdrawal;
 - c. The information on warranties and existing service after purchase;
 - d. The price including all taxes of the product, service or digital content; where applicable, the cost of delivery; and the method of payment, delivery or performance of the distance contract;
 - e. The requirements for terminating the contract if the contract has a duration of more than one year or is of indefinite duration;
 - f. If the consumer has a right of withdrawal, the model withdrawal form.
- 6. In the case of a duration transaction, the provision of the previous paragraph applies only to the first delivery.

Article 6 - Right of withdrawal

For products:

- 1. The consumer may dissolve an agreement relating to the purchase of a product during a 14-day cooling-off period without giving reasons. The trader may ask the consumer about the reason for withdrawal, but may not oblige the consumer to give his reason(s).
- 2. The cooling-off period referred to in paragraph 1 starts 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:
 - a. If the consumer has ordered several products in the same order: the day on which the consumer, or a third party designated by him, has received the last product. The trader may, provided he has clearly informed the consumer of this prior to the ordering process, refuse an order of multiple products with different delivery times.



- b. 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 part;
- c. For contracts for regular delivery of products during a specified period: the day on which the consumer, or a third party designated by him, received the first product.

In the case of services and digital content not provided on a tangible medium:

- 3. A consumer may cancel a service contract and a contract for the supply of digital content not supplied on a tangible medium for 14 days without giving any reason. The trader may ask the consumer about the reason for withdrawal, but may not oblige the consumer to give 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 not supplied on a tangible medium in case of failure to inform about right of withdrawal:

- 5. If the trader has not provided the consumer with the legally required information on the right of withdrawal or the model withdrawal form, the cooling-off period expires 12 months after the end of the original cooling-off period determined in accordance with the previous paragraphs of this article.
- 6. If the trader has provided the consumer with the information referred to in the previous paragraph within 12 months of the effective date of the original cooling-off period, the cooling-off period expires 14 days after the day on which the consumer 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 its packaging with care. He will only unpack or use the product to the extent necessary to establish the nature, characteristics and functioning of the product. The basic principle here is that the consumer may only handle and inspect the product as he would be allowed to do in a shop.
- 2. The consumer is only liable for depreciation of the product resulting from a way of handling the product that goes beyond what is allowed in paragraph 1.
- 3. The consumer is not liable for depreciation of the product if the trader did not provide him with all legally required information on the right of withdrawal before or at the conclusion of the contract.

Article 8 - Exercise of the right of withdrawal by the consumer and costs thereof

1. If the consumer exercises his right of withdrawal, he shall notify the trader within the withdrawal period using the model withdrawal form 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 shall return the product or hand it over to (an authorized representative of) the entrepreneur. This is not necessary if the entrepreneur has offered to collect the product himself. The consumer has in any case complied with the return period if he returns the product before the cooling-off period has expired.
- 3. The consumer returns the product with all supplied accessories, if reasonably 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 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 stated that the consumer must bear these costs or if the entrepreneur indicates that he will bear the costs himself, the consumer does not have to bear the costs for return.
- 6. If the consumer revokes after having first expressly requested that the performance of the service or the supply of gas, water or electricity that are not prepared for sale in a limited volume or specific quantity commences during the cooling-off period, the consumer is the entrepreneur. amount due that is proportional to that part of the obligation fulfilled by the entrepreneur at the time of withdrawal, compared to the full fulfillment of the obligation.
- 7. The consumer does not bear any costs for the performance of services or the supply of water, gas or electricity that are not prepared for sale in a limited volume or quantity, or for the supply of district heating, if:
 - The entrepreneur provides the consumer with legally required information about it right of withdrawal, the reimbursement of costs in the event of withdrawal or the model form has not provided for revocation, or;
 - b. The consumer has not expressly requested the start of the performance of the service or delivery of gas, water, electricity or district heating during the cooling-off period.
- 8. The consumer will not bear any costs for the full or partial delivery of digital content not delivered on a tangible medium, if
 - a. Prior to its delivery, he has not expressly agreed to commence performance of the agreement before the end of the reflection period;
 - b. He has not acknowledged losing his right of withdrawal upon granting his consent; or
 - c. The entrepreneur has failed to make this statement from the consumer to confirm.
- 9. 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 enables the notification of withdrawal by the consumer electronically, he will immediately send a confirmation of receipt after receiving this notification.
- 2. The entrepreneur will reimburse all payments made by the consumer, including any delivery costs charged by the entrepreneur for the returned product, without delay 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 with reimbursement until he has received the product or until the consumer demonstrates that he has returned the product, whichever is the earlier.
- 3. The entrepreneur uses the same payment method that the consumer used for reimbursement, unless the consumer agrees to a different 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 reimburse the additional costs for the more expensive method.

Article 10 - Exclusion of 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 before concluding the agreement:

- 1. Products or services whose price is subject to fluctuations in the financial market over which the entrepreneur has no influence and which may occur within the withdrawal period
- 2. Agreements concluded during a public auction. A public auction is defined as a sales method in which products, digital content and/or services are offered by the entrepreneur to the consumer who is personally present or has the opportunity to be personally present at the auction, under the supervision of an auctioneer, and where 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:
 - a. The execution has started with the express prior consent of the consumer; and
 - b. The consumer has stated that he loses his right of withdrawal as soon as the entrepreneur has fully executed the agreement;

Packages as referred to in Article 7:500 of the Dutch Civil Code and agreements for purchasing services.

- 4. Service agreements for the provision of accommodation, if the agreement provides for a specific date or period of performance and other than for agreements relating to leisure activities, if the agreement provides for a specific date or period of performance;
- 5. Products manufactured 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;
- 6. Products that spoil quickly or have a limited shelf life;



- 7. Sealed products that are not suitable for return for reasons of health protection or hygiene and of which the seal has been broken after delivery;
- 8. Products that, by their nature, are irreversibly mixed with other products after delivery;
- 9. Drinks for which the price was agreed upon at the conclusion of the agreement, but for which delivery can only take place after 30 days, and whose actual value depends on fluctuations in the market over which the entrepreneur has no influence;
- 10. Sealed audio, video recordings and computer software, of which the seal has been broken after delivery;
- 11. Newspapers, periodicals or magazines, with the exception of subscriptions thereto;
- 12. The supply of digital content other than on a tangible medium, but only if:
 - a. The execution has started with the express prior consent of the consumer; and
 - b. The consumer has stated that he hereby 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. Notwithstanding the previous paragraph, the entrepreneur may offer products or services with variable prices, the prices of which are subject to fluctuations in the financial market and over which the entrepreneur has no influence. This liability 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 legal 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 legal regulations or provisions; or
 - b. The consumer has the authority to terminate the agreement with 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 agreement and additional warranty

- 1. The entrepreneur guarantees that the products and/or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or usability and the legal provisions existing on the date of the conclusion of the agreement and/or government regulations. 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 under the agreement if the entrepreneur has failed to fulfill his part of the agreement.
- 3. An additional guarantee means any obligation 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 fulfill his part of the agreement.

Article 13 - Delivery and execution

- 1. The entrepreneur will exercise the utmost care when receiving and executing orders for products and when assessing applications for the provision of services.
- 2. The place of delivery is the address that the consumer has communicated to the entrepreneur.
- 3. Taking into account 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 a different delivery period has been agreed. If delivery is delayed, or if an order cannot be fulfilled or can only be partially fulfilled, the consumer will be notified of this no later than 30 days after he has placed the order. In that case, the consumer has the right to terminate 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 paid by the consumer.
- 5. The risk of damage and/or loss of products rests with the entrepreneur until the moment of delivery to the consumer or a representative designated in advance and made known to the entrepreneur, unless expressly agreed otherwise.

Article 14 - Duration transactions: duration, cancellation and extension

Termination:

- 1. The consumer can terminate an agreement that has been entered into for an indefinite period and that extends to the regular delivery of products (including electricity) or services at any time, taking into account the agreed cancellation rules and a notice period of no more than one month.
- 2. The consumer can terminate an agreement that has been entered into for a fixed period and which extends to the regular delivery of products (including electricity) or services at any time towards the end of the fixed duration, taking into account the agreed cancellation rules and a notice period of at least maximum one month.
- 3. The consumer can terminate the agreements referred to in the previous paragraphs:
 - a. Cancellation at any time and not limited to cancellation at a certain time or in a certain period;
 - b. At least cancel in the same manner as they were entered into by him;
 - c. Always cancel with the same notice period as the entrepreneur has agreed for himself.



Extension:

- 4. An agreement that has been entered into for a specific period and that extends to the regular delivery of products (including electricity) or services may not be tacitly extended or renewed for a specific period.
- 5. Notwithstanding the previous paragraph, an agreement that has been entered into for a fixed period and which 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 refuses to accept this extended agreement. may terminate 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 cancel at any time with a notice period of no more than one month. The notice period is a maximum of three months if the agreement extends to the regular, but less than once a month, delivery of daily, news and weekly newspapers and magazines.
- 7. A limited-term agreement for the regular delivery of daily, news and weekly newspapers and magazines for introductory purposes (trial or introductory subscription) is not tacitly continued and ends automatically after the trial or introductory period.

Duration:

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 stated in the agreement or additional conditions, the amounts owed by the consumer must be paid within 14 days after the start of the reflection period, or in the absence of a reflection period, within 14 days after concluding the agreement. In the case of an agreement to provide a service, this period starts on the day after the consumer has received confirmation of the agreement.
- 2. When selling products to consumers, the consumer may never be obliged to pay more than 50% in advance in general terms and conditions. If advance payment has been stipulated, the consumer cannot assert any rights regarding the execution of the relevant order or service(s) before the agreed advance payment has been made.
- 3. The consumer has the obligation to immediately report any inaccuracies in payment details provided or stated to the entrepreneur.
- 4. If the consumer does not fulfill his payment obligation(s) on time, he is, after the entrepreneur has informed him of the late payment and the entrepreneur has granted the consumer a period of 14 days to still fulfill his payment obligations, after the If payment is not made within this 14-day period, statutory interest will be owed on the amount still owed and the entrepreneur is entitled to charge the extrajudicial collection costs incurred by him. These



collection costs amount to a maximum of: 15% on outstanding amounts up to € 2,500; 10% on the next € 2,500 and 5% on the next € 5,000 with a minimum of € 40. The entrepreneur may deviate from the stated 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.
- 2. Complaints about the execution of the agreement must be submitted fully and clearly described to the entrepreneur 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 foreseeably longer processing time, the entrepreneur will respond within 14 days with an acknowledgment of receipt and an indication of 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 complaints form on the consumer page of the Thuiswinkel.org website www. thuiswinkel.org. The complaint will then be sent to both the entrepreneur in question and to Thuiswinkel.org.
- 5. The consumer must give the entrepreneur at least 4 weeks to resolve the complaint by mutual agreement. After this period, a dispute arises that is subject to the dispute settlement procedure.

Article 17 - Disputes

- 1. Agreements between the entrepreneur and the consumer to which these general terms and conditions apply are exclusively governed by Dutch law.
- 2. Disputes between the consumer and the entrepreneur regarding the conclusion or execution of agreements relating to products and services to be delivered or delivered by this entrepreneur, can be submitted by both the consumer and the entrepreneur to the Thuiswinkel Disputes Committee, with due observance of the provisions below. PO Box 90600, 2509 LP in The Hague (www.sqc.nl).
- 3. A dispute will only be processed by the Disputes Committee if the consumer has first submitted his complaint to the entrepreneur within a reasonable time.
- 4. If the complaint does not lead to a solution, the dispute must be submitted to the Disputes Committee in writing or in another form to be determined by the Commission no later than 12 months after the date on which the consumer submitted the complaint to the entrepreneur.
- 5. If the consumer wants to submit a dispute to the Disputes Committee, the entrepreneur is bound to this choice. The consumer preferably reports this to the entrepreneur first.
- 6. If the entrepreneur wishes to submit a dispute to the Disputes Committee, the consumer must express in writing within five weeks of a written request made by the entrepreneur whether he wishes this or whether he wants the dispute to be dealt with by the competent court. If the entrepreneur does not learn of the consumer's choice within the period of five



- weeks, the entrepreneur is entitled to submit the dispute to the competent court.
- 7. The Disputes Committee makes its decision under the conditions set out in the regulations of the Disputes Committee (www.degeschilcommissie.nl/over-ons/de-commissies/2404/thuiswinkel). The decisions of the Disputes Committee are made by way of binding advice.
- 8. The Disputes Committee will not handle a dispute or will stop handling it if the entrepreneur has been granted a suspension of payments, has become bankrupt or has actually terminated his business activities before a dispute has been handled by the committee at the hearing and a final decision has been made. has been pointed out.
- g. If, in addition to the Thuiswinkel Disputes Committee, another recognized disputes committee or affiliated with the Stichting Disputes Committees for Consumer Affairs (SGC) or the Financial Services Complaints Institute (Kifid) is competent, the Thuiswinkel Disputes Committee is preferably competent for disputes relating mainly to the method of distance sales or services. For all other disputes, the other recognized dispute committee affiliated with SGC or Kifid.

Article 18 - Industry guarantee

- 1. Thuiswinkel.org guarantees compliance with the binding advice of the Thuiswinkel Disputes Committee by its members, unless the member decides to submit the binding advice to the court for review within two months after it was sent. This guarantee is revived if the binding advice has been upheld after review by the court and the judgment demonstrating this has become final and final. Up to a maximum amount of €10,000 per binding advice, this amount will be paid out to the consumer by Thuiswinkel.org. For amounts greater than €10,000 per binding advice, €10,000 will be paid out. For the excess, Thuiswinkel.org has a best efforts obligation to ensure that the member complies with the binding advice.
- 2. To apply this guarantee, it is required that the consumer makes a written appeal to Thuiswinkel.org and that he transfers his claim against the entrepreneur to Thuiswinkel.org. If the claim against the entrepreneur amounts to more than €10,000, the consumer is offered to transfer his claim insofar as it exceeds the amount of €10,000 to Thuiswinkel.org, after which this organization will make the payment in its own name and at its own expense, will legally demand this in order to satisfy the consumer.

Article 19 - Additional or deviating 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 - Changes to the Thuiswinkel General Terms and Conditions

- 1. Thuiswinkel.org will not change these general terms and conditions without consultation with the Consumers' Association.
- 2. Changes to these terms and conditions will only take effect after they have been published in an appropriate manner, with the understanding that in the event of applicable changes



during the term of an offer, the provision most favorable to the consumer will prevail.

Thuiswinkel.org www.thuiswinkel.org Horaplantsoen 20, 6717 LT Ede Postbus 7001, 6710 CB Ede

Appendix I: Model withdrawal form

Model withdrawal form

(only complete and return this form if you wish to withdraw from the agreement)

a. To: [name of entrepreneur]

[entrepreneur's geographical address]

[entrepreneur's fax number, if available]

le-mail address or electronic address of entrepreneurl

b. I/We* hereby inform you that I/We* agree to our agreement regarding

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]*,

revoked/revoked*

- c. Ordered on*/received on* [date of order for services or receipt for products]
- d. [Name of consumer(s)]
- e. [Consumer(s) address]
- f. [Signature of consumer(s)] (only when this form is submitted on paper)
- * Delete what is not applicable or fill in what is applicable.