

Contents

Article 1 - Definitions	2
Article 2 - Identity of the entrepreneur	2
Article 3 - Applicability	3
Article 4 - The offer	3
Article 5 - The agreement	3
Article 6 – Right of withdrawal	4
Article 7 - Obligations of the consumer during the cooling-off period	5
Article 8 - Exercise of the right of withdrawal by the consumer and costs thereof	5
Article 9 - Obligations of the entrepreneur in case of withdrawal	6
Article 10 - Exclusion of the right of withdrawal	6
Article 11 - The price	8
Article 12 - Compliance with the agreement and additional warranty	8
Article 13 - Delivery and execution	8
Article 14 - Duration transactions: duration, termination and extension	9
Cancellation	9
Duration	10
Article 15 - Payment	10
Article 16 - Complaints procedure	10
Article 17 - Disputes	11
Article 18 - Industry guarantee	11
Article 19 - Additional or deviating provisions	12
Article 20 - Amendment of the General Terms and Conditions of Thuiswinkel.org	12
Annex I: Model withdrawal form	13

Article 1- Definitions

In these terms and conditions the following terms shall have the following meanings:

- **Supplementary agreement** : an agreement whereby the consumer acquires products, digital content and/or 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 arrangement between that third party and the entrepreneur;
- **Reflection period** : the period within which the consumer can make use of his right of withdrawal;
- **Consumer** : the natural person who is not acting for purposes relating to his trade, business, craft or profession;
- **Day** : calendar day;
- **Digital content** : data produced and supplied in digital form;
- **Duration agreement**: an agreement aimed at the regular delivery of goods, services and/or digital content during a specific period;
- **Sustainable data carrier** : any instrument - including e-mail - that enables the consumer or entrepreneur to store information addressed personally to him in a way accessible for future consultation or use for a period of time adequate for the purpose for which the information is intended and which allows for the unchanged reproduction of the stored information;
- **Right of withdrawal** : the possibility for the consumer to cancel the distance contract within the cooling-off period;
- **Entrepreneur** : the natural or legal person who is a member of Thuiswinkel.org and offers products, (access to) digital content and/or services remotely to consumers;
- **contract** : an agreement concluded between the entrepreneur and the consumer within the framework of an organised system for the distance selling of products, digital content and/or services, whereby up to and including the conclusion of the agreement exclusive or additional use is made of one or more techniques for distance communication;
- **Model withdrawal form** : the European model withdrawal form included in Appendix I of these terms and conditions; Appendix I does not have to be made available if the consumer has no right of withdrawal in respect of his order;
- **Distance communication technology** : means that can be used to conclude an agreement without the consumer and the entrepreneur having to be in the same place at the same time.

Article 2- Identity of the entrepreneur

Entrepreneur's name : Kenners BV

Trading under the name(s) : kenners.nl, sousvidekenner.nl, dronekenner.nl, messen.kenners.nl, Instantpot.nl, sousvidekenner.de, instantpot.de

Business address : Molenbaan 7, 2908 LL Capelle aan den IJssel, The Netherlands

Phone number : +31 85 3012306

Accessibility : Monday to Friday from 10:00 to 17:00

Email address : info@kenners.nl

Chamber of Commerce number : 64792447

VAT number : NL855847815B01

Article 3- Applicability

These general terms and conditions apply to every offer made by the entrepreneur and to every distance contract concluded between the entrepreneur and the consumer.

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, it will be indicated before the distance contract is concluded in what way the general terms and conditions can be viewed at the entrepreneur and that they will be sent free of charge to the consumer as soon as possible at the consumer's request.

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 the consumer can easily store them on a durable data carrier. If this is not reasonably possible, it will be indicated before the distance contract is concluded where the general terms and conditions can be consulted electronically and that they will be sent free of charge to the consumer electronically or otherwise at the consumer's request.

In the event that specific product or service conditions apply in addition to these general terms and conditions, the second and third paragraphs apply accordingly and the consumer can always invoke the applicable provision that is most favourable to him in the event of conflicting conditions.

Article 4- The offer

If an offer has a limited period of validity or is made subject to conditions, this will be explicitly stated in the offer.

The offer contains a complete and accurate description of the products, digital content and/or services offered. The description is sufficiently detailed to enable the consumer to properly assess the offer. 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.

Each offer contains such information that it is clear to the consumer what rights and obligations are associated with accepting the offer.

Article 5- The agreement

Subject to the provisions of paragraph 4, the agreement is concluded at the time the consumer accepts the offer and meets the conditions set therein.

If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm receipt of acceptance of the offer electronically. As long as receipt of this acceptance has not been confirmed by the entrepreneur, the consumer can dissolve the agreement.

If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to secure the electronic transfer of data and will ensure a secure web environment. If the consumer can pay electronically, the entrepreneur will take appropriate security measures.

The entrepreneur may - within legal frameworks - inform himself 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 distance contract. If the entrepreneur, based on this investigation, has good reasons not to enter into the contract, he is entitled to refuse an order or request with reasons or to attach special conditions to the execution.

The entrepreneur will send the following information to the consumer with the product or service, in writing or in such a way that the consumer can store it in an accessible manner on a durable data carrier:

- A. The visiting address of the entrepreneur's establishment where the consumer can go with complaints;
- B. The conditions under which and the manner in which the consumer can exercise 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; if applicable, the costs of delivery; and the method of payment, delivery or performance of the distance contract;
- E. The requirements for terminating the agreement if it 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.

Article 6 – Right of withdrawal

The consumer can dissolve an agreement regarding the purchase of a product during a reflection period of 14 days without giving reasons. The entrepreneur may ask the consumer for the reason for withdrawal, but cannot oblige him to state his reason(s).

The cooling-off period commences on the day after the consumer, or a third party designated by the consumer in advance who is not the carrier, has received the product, or:

- A. If the consumer has ordered multiple products in the same order: the day on which the consumer, or a third party designated by the consumer, received the last product.
- B. If the delivery of a product consists of different shipments or parts: the day on which the consumer, or a third party designated by the consumer, has received the last shipment or the last part.
- C. In the case of agreements for regular delivery of products during a specific period: the day on which the consumer, or a third party designated by the consumer, has received the first product.
- D. For services and digital content not supplied on a tangible medium:

The consumer can terminate a service agreement and an agreement for the supply of digital content that is not supplied on a tangible medium within 14 days without giving reasons. The entrepreneur may ask the consumer for the reason for withdrawal, but cannot oblige him to state his reason(s).

The cooling-off period for services and digital content that is not delivered on a tangible medium commences on the day after the conclusion of the agreement.

Article 7- Obligations of the consumer during the cooling-off period

During the cooling-off period, the consumer will handle the product and 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 shop.

The consumer is only liable for any diminished value of the product resulting from the handling of the product which goes beyond what is permitted in paragraph 1.

The consumer is not liable for any diminished value 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

If the consumer exercises his right of withdrawal, he shall notify the entrepreneur of this within the cooling-off period by means of the model withdrawal form or in another unambiguous manner.

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 authorised representative of) the entrepreneur. This is not necessary if the entrepreneur has offered to collect 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.

The consumer shall return 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.

The risk and burden of proof for the correct and timely exercise of the right of withdrawal lie with the consumer.

The consumer shall bear 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 will bear the costs himself, the consumer does not have to bear the costs of return.

If the consumer revokes after having first expressly requested that the performance of the service or the supply of gas, water or electricity that has not been made ready for sale in a limited volume or specific quantity commences during the cooling-off period, the consumer owes the entrepreneur an amount that is proportional to that part of the obligation that the entrepreneur has fulfilled at the time of revocation, compared with the full fulfillment of the obligation.

The consumer shall not bear any costs for the performance of services or the supply of water, gas or electricity which have not been made ready for sale in a limited volume or quantity, or for the supply of district heating, if:

- A. the entrepreneur has not provided the consumer with the legally required information about the right of withdrawal, the cost reimbursement in the event of withdrawal or the model withdrawal form, or;
- B. the consumer has not expressly requested the commencement of the performance of the service or the supply of gas, water, electricity or district heating during the cooling-off period.
- C. The consumer shall not bear any costs for the full or partial delivery of digital content not supplied on a tangible medium, if:
 - a. he has not expressly agreed, prior to delivery, to the commencement of performance of the agreement before the end of the cooling-off period;
 - b. he has not acknowledged that he loses his right of withdrawal by giving his consent;
or
 - c. the entrepreneur has failed to confirm this statement from the consumer.
- D. 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 case of withdrawal

If the entrepreneur makes it possible for the consumer to notify the withdrawal electronically, he will immediately send an acknowledgement of receipt after receiving this notification.

The entrepreneur shall 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 proves that he has returned the product, whichever is the earlier.

The entrepreneur uses the same payment method for reimbursement that the consumer used, unless the consumer agrees to another method. The reimbursement is free of charge for the consumer.

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 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 good time before 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 which may occur within the withdrawal period.

2. Agreements concluded during a public auction. A public auction is a sales method whereby 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 whereby 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 performance has begun with the consumer's express prior consent; and
 - b. the consumer has declared that he will lose his right of withdrawal once the entrepreneur has fully performed the agreement.
4. Package tours as referred to in Article 7:500 of the Dutch Civil Code and passenger transport agreements.
5. Service contracts for the provision of accommodation, if the contract provides for a specific date or period of performance and other than for residential purposes, the transport of goods, car rental services and catering.
6. Agreements relating to leisure activities, if the agreement provides for a specific date or period of performance thereof.
7. Products manufactured according to consumer specifications which are not prefabricated and which are manufactured on the basis of an individual choice or decision by the consumer or which are clearly intended for a specific person.
8. Products that spoil quickly or have a limited shelf life.
9. Sealed products which are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery, such as [vacuum bags intended for sous-vide and food](#).
10. Products which, by their nature, are irreversibly mixed with other products after delivery.
11. Alcoholic beverages, the price of which has been agreed upon at the time of concluding the contract, but the delivery of which can only take place after 30 days, and the actual value of which depends on fluctuations in the market over which the entrepreneur has no influence.
12. Sealed audio, video recordings and computer software, the seal of which has been broken after delivery.
13. Newspapers, periodicals or magazines, with the exception of subscriptions to these.
14. The supply of digital content other than on a tangible medium, but only if:
 - a. the performance has begun with the consumer's express prior consent; and
 - b. the consumer has declared that he thereby loses his right of withdrawal.

Article 11- The price

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 due to changes in VAT rates.

By way of exception to the previous paragraph, the entrepreneur may 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 subjection to fluctuations and the fact that any prices stated are target prices shall be stated in the offer.

Price increases within 3 months after the conclusion of the agreement are only permitted if they are the result of statutory regulations or provisions.

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; or
- B. the consumer has the authority to terminate the agreement with effect from the day on which the price increase takes effect.

The prices stated in the offer of products or services include VAT.

Article 12- Compliance with the agreement and additional warranty

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 in force on the date the agreement was concluded. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.

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 fulfil his part of the agreement.

An additional guarantee is understood to mean any obligation of the entrepreneur, his supplier, importer or manufacturer 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 fulfil his part of the agreement.

Article 13- Delivery and execution

The entrepreneur will exercise the greatest possible care when receiving and executing orders for products and when assessing applications for the provision of services.

The place of delivery is the address that the consumer has made known to the entrepreneur. Taking into account what is stated in article 4 of these general terms and conditions, the entrepreneur will execute accepted orders with due speed but at the latest within 30 days, unless a different delivery period has been agreed. If the delivery is delayed, or if an order cannot be executed or can only be executed in part, the consumer will be notified of this at the latest 30 days

after placing the order. In that case, the consumer has the right to terminate the agreement without costs.

After dissolution in accordance with the previous paragraph, the entrepreneur will immediately refund the amount paid by the consumer.

The risk of damage and/or loss of products rests with the entrepreneur until the moment of delivery to the consumer or a previously designated representative made known to the entrepreneur, unless expressly agreed otherwise.

Article 14- Duration transactions: duration, termination and extension

Cancellation

The consumer may at any time terminate an agreement that has been entered into for an indefinite period and which extends to the regular delivery of products or services, taking into account the agreed termination rules and a notice period of no more than one month.

The consumer may terminate an agreement entered into for a definite period and which extends to the regular delivery of products or services at any time towards the end of the fixed term, taking into account the agreed termination rules and a notice period of no more than one month.

The consumer can cancel the above-mentioned agreements:

- A. cancel at any time and not be limited to cancellation at a specific time or during a specific 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 stipulated for himself.
- D. Extension:

An agreement entered into for a fixed period and aimed at the regular delivery of products or services may not be tacitly extended or renewed for a fixed period.

By way of exception to the previous paragraph, an agreement entered into for a fixed period and aimed at 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 cancel at the end of the extended period with a notice period of up to one month.

An agreement entered into for a fixed period and which provides for 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 and no more than three months in the event that the agreement provides for the regular, but less than once a month, delivery of daily newspapers, news and weekly newspapers and magazines.

An agreement with a limited duration for the regular delivery of daily, news and weekly newspapers and magazines for the purpose of getting to know each other (trial or introductory subscription) will not be tacitly continued and will end automatically after the trial or introductory period.

Duration

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 term.

Article 15- Payment

Unless otherwise specified 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 commences on the day after the consumer has received confirmation of the agreement.

When selling products to consumers, general terms and conditions may never require an advance payment of more than 50%. If an advance payment has been agreed, the consumer cannot assert any rights regarding the execution of the order or service(s) in question before the agreed advance payment has been made.

The consumer has the duty to report any inaccuracies in payment details provided or stated to the entrepreneur without delay.

If the consumer does not meet his payment obligation(s) on time, after the entrepreneur has informed him of the late payment and the entrepreneur has granted the consumer a period of 14 days to still meet his payment obligations, the consumer will owe statutory interest on the amount still owed from the failure to meet this 14-day period and the entrepreneur is entitled to charge the extrajudicial collection costs incurred by him. These 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 in favor of the consumer.

Article 16- Complaints procedure

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

Complaints about the performance of the agreement must be submitted to the entrepreneur within a reasonable time, fully and clearly described, after the consumer has discovered the defects.

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 confirmation of receipt and an indication of when the consumer can expect a more detailed answer.

A complaint about a product, a service or the service of the entrepreneur can also be submitted via a complaint form on the consumer page of the website of [Thuiswinkel.org](https://www.thuiswinkel.org). The complaint is then sent to both the entrepreneur in question and to [Thuiswinkel.org](https://www.thuiswinkel.org).

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 resolution.

Article 17- Disputes

Agreements between the entrepreneur and the consumer to which these general terms and conditions apply are exclusively governed by Dutch law.

Disputes between the consumer and the entrepreneur regarding the conclusion or performance of agreements relating to products and services to be supplied or supplied by this entrepreneur can, subject to the provisions below, be submitted by both the consumer and the entrepreneur to the Thuiswinkel Disputes Committee, Postbus 90600, 2509 LP in The Hague (www.sgc.nl).

A dispute will only be considered by the Disputes Committee if the consumer has first submitted his complaint to the entrepreneur within a reasonable time.

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 Committee no later than 12 months after the date on which the consumer submitted the complaint to the entrepreneur.

If the consumer wishes to submit a dispute to the Disputes Committee, the entrepreneur is bound by this choice. If the entrepreneur wishes to submit a dispute, he must first ask the consumer to state whether he also wishes to do so within five weeks. 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.

The Disputes Committee shall render a decision under the conditions as set out in the Disputes Committee regulations. The decisions of the Disputes Committee shall be made by way of binding advice.

The Disputes Committee will not handle a dispute or will cease handling it if the entrepreneur has been granted a suspension of payments, has been declared bankrupt or has actually ceased his business activities before a dispute has been handled by the committee at the hearing and a final decision has been made.

In addition to the Thuiswinkel Disputes Committee, another recognised disputes committee or one affiliated with the Foundation for Consumer Disputes Committees (SGC) or the Financial Services Complaints Institute (Kifid) may be authorised. For disputes concerning the method of distance selling or service provision, the Thuiswinkel Disputes Committee is preferably authorised; for all other disputes, the other recognised disputes committee affiliated with the SGC or Kifid.

Article 18- Industry guarantee

Thuiswinkel.org guarantees compliance with the binding advice of the Thuiswinkel Disputes Committee, unless the member decides to submit the binding advice to the court for review within two months after it was sent. This guarantee revives if the binding advice has been upheld after review by the court and the judgment showing this has become final and binding.

Thuiswinkel.org pays the consumer the amount up to a maximum of €10,000 per binding advice. This only applies to amounts above €10,000 per binding advice; Thuiswinkel.org has an obligation to make an effort to ensure that the member complies with the binding advice.

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- Amendment of the General Terms and Conditions of Thuiswinkel.org

Changes to these terms and conditions will only come into effect after they have been published in an appropriate manner, provided that in the event of applicable changes during the term of an offer, the provision most favourable to the consumer will prevail.

Thuiswinkel.org
Horaplantsoen 20, 6717 LT Ede

Appendix I: Model withdrawal form

Complete and return this form only if you wish to cancel the contract.

To [entrepreneur's name]
[geographic address of entrepreneur]
[entrepreneur's fax number, if available]
[email address or electronic address of entrepreneur]

I/we () hereby inform you that I/we () terminate our agreement regarding the sale of the following products: [product designation] ()
the supply of the following digital content: [digital content designation] ()
the performance of the following service: [service designation] (),
revoke/revoke ()

Ordered on ()/received on () [date of ordering services or receiving products]

[Consumer(s) Name]

[Consumer(s) address]

[Signature of consumer(s)] (only when this form is submitted on paper)

[Date]

(*) Cross out what does not apply or fill in what applies.