

Terms and Conditions Rebottled B.V.

These general terms and conditions apply to the ordering of products by consumers at the private company Rebottled B.V. and any associated companies, having their registered office in Utrecht and having offices there at 2e Daalsedijk 6a, 3551 EJ (hereinafter referred to as "entrepreneur", "Rebottled", "us" or "we" at the Rebottled website, via email or via telephone). All services from entrepreneur to consumers are only provided under these conditions, unless explicitly agreed otherwise.

By using rebottled.nl and/or placing an order, you agree to be bound by the terms and conditions set out herein (the "Terms"). Please make sure you have read and understood the Terms before placing your order.

We reserve the right to amend these Terms from time to time without prior notice to you. The version of the Terms that will apply to your order will be those on rebottled.nl at the time you place your order.

TABLE OF CONTENTS:

Article 1	Definitions
Article 2	Applicability
Article 3	The offer
Article 4	The agreement
Article 5	The price
Article 6	Conformity and warranty
Article 7	Delivery and implementation
Article 8	Extended transactions: duration, termination and extension
Article 9	Payment
Article 10	Right to withdrawal
Article 11	Costs in case of withdrawal
Article 12	Complaints
Article 13	Disputes
Article 14	Additional or different provisions
Article 15	Entrepreneur Identity

ARTICLE 1 DEFINITIONS

In these conditions, the following terms will be understood to mean:

Cooling-off period:	the period within which the consumer can make use of his right of withdrawal;
Consumer:	a physical person who does not act on behalf of a profession or business and who enters into a (distance) contract with the entrepreneur;
Day:	calendar day;
Extended transaction:	a distance contract with regard to a series of products and / or services, of which the delivery and / or purchase obligation is spread over time;
Sustainable data carrier:	any means that enables the consumer or entrepreneur to store information that is addressed to him personally in a way that allows

future consultation and unaltered reproduction of the stored information.

- Right of withdrawal:** the possibility for the consumer to waive any (distance) agreement within the cooling-off period;
- Model form:** the model form for withdrawal that the entrepreneur makes available and a consumer can fill in when he wants to make use of his right to withdrawal.
- Entrepreneur:** the physical or legal person who offers products and/or services (remotely) to consumers;
- Distance contract:** an agreement whereby, within the framework of a system organized by the entrepreneur, a contract is concluded between a trader and a consumer under an organized distance sale or service provision scheme, without the simultaneous physical presence of the trader and the consumer.

Remote communication technology:

means that can be used to conclude an agreement, without the consumer and entrepreneur being in the same room at the same time.

General Terms and Conditions:

the present General Terms and Conditions of the entrepreneur.

ARTICLE 2 APPLICABILITY

1. These general terms and conditions apply to every offer from the entrepreneur and to every distance agreement and orders between entrepreneur and consumer.
2. Before the distance contract is concluded, the text of these general terms and conditions is made available to the consumer. If this is not reasonably possible, it will be indicated before the distance contract is concluded that the general terms and conditions can be viewed and they will be sent free of charge as soon as possible at the request of the consumer.
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 may be made available to the consumer electronically in such a way that they can easily be stored on a durable data carrier by the consumer. If this is not reasonably possible, before the distance agreement 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 electronically or otherwise at the request of the consumer.
4. If at any time one or more clauses of these general terms and conditions are wholly or partially invalid or become void, the remainder of the agreement and these terms and conditions will remain in force and the clause in question will be replaced without delay by a clause that covers the scope of the original as much as possible.
5. Situations that are not regulated in these terms and conditions, or ambiguities about one or more clauses, should be assessed "in the spirit" of these terms and conditions.

ARTICLE 3 THE OFFER

1. If an offer has a limited duration or is subject to conditions, this will be explicitly stated in the offer.
2. The offer stands without obligations. The entrepreneur is entitled to change and adjust the offer.
3. The offer contains a complete and accurate description of the products and / or services offered. The entrepreneur ensures a sufficiently detailed offer to enable a proper assessment of the offer by the consumer. Obvious mistakes or errors in the offer do not bind the entrepreneur.
4. All images, specifications, data in the offer are indicative and cannot give rise to compensation or termination of the agreement.
5. Images of products are as true as possible to a true representation of the products offered. Entrepreneur cannot guarantee that the displayed colors exactly match the real colors of the products.
6. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to accepting the offer. This concerns in particular:
 - a. the price including taxes, unless stated otherwise;
 - b. the possible costs of delivery;
 - c. the manner in which the agreement will be concluded and which actions are required for this;
 - d. whether or not the right of withdrawal is applicable;
 - e. the method of payment, delivery and implementation of the agreement;
 - f. the period for accepting the offer, or the period within which the entrepreneur guarantees the price;
 - g. the way in which the consumer, before concluding the agreement, can check the data provided by him in the context of the agreement and, if desired, restore this data;
 - h. the minimum duration of the contract in the event of an extended transaction.

ARTICLE 4 THE AGREEMENT

1. The agreement is concluded, subject to the clauses of paragraph 4 of this article and article 5, at the time the consumer accepts the offer and meets the corresponding conditions.
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 terminate 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 he will ensure a safe web environment. If the consumer can pay electronically, the entrepreneur will take appropriate security measures.
4. The entrepreneur can - within the law - inform himself if the consumer can meet his payment obligations, as well as other facts and factors that are important for a sound 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 or to attach special conditions to the implementation.
5. The entrepreneur will send the following information with the product or service to the consumer, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable medium:
 - 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 exercise the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
 - c. the information about guarantees and existing service after purchase;
 - d. the data included in article 3 paragraph 3 of these terms and conditions, unless the entrepreneur has already provided this information to the consumer before the execution of the agreement;
 - e. the requirements for canceling the agreement if the agreement has a duration of more than one year or is of indefinite duration.

6. In the case of an extended transaction, the clause in the previous paragraph applies only to the first delivery.
7. Each agreement is entered into under the suspensive conditions of sufficient availability of the products concerned.

ARTICLE 5 THE PRICE

1. During the validity period stated in the offer, the prices of the products and / or services offered are not increased, except for price changes as a result of changes in VAT rates.
2. Price increases within 3 months after the conclusion of the agreement are only permitted if they are the result of statutory regulations or provisions.
3. Price increases from 3 months after the conclusion of the agreement are only permitted if the entrepreneur has stipulated this and:
 - a. they are the result of statutory regulations or clauses; or
 - b. the consumer has the authority to cancel the agreement with effect from the day on which the price increase takes effect.
4. The prices stated in the range of products or services are exclusive of VAT.
5. All prices are subject to printing and typing errors. No liability is accepted for the consequences of printing and typesetting errors. In the case of printing and typing errors, the entrepreneur is not obliged to deliver the product at the wrong price.

ARTICLE 6 CONFORMITY AND 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 mutually agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.
2. Any defects or incorrectly delivered products must be reported in writing to the entrepreneur within 4 days after delivery. Return of the products must be in the original packaging and condition.
3. The entrepreneur's warranty period corresponds to the factory warranty period. However, the entrepreneur is never responsible for the ultimate suitability of the products for each individual application by the consumer, nor for any advice regarding the use or application of the products.
4. The warranty does not apply if:
 - a. Damage to glassware is the result of fall or impact damage, wear and / or other careless action by the consumer;
 - b. The consumer has repaired and / or modified the delivered products himself or had them repaired and / or modified by third parties;
 - c. The delivered products have been exposed to abnormal circumstances or are otherwise carelessly treated or are contrary to the instructions of the entrepreneur and / or have been treated on the packaging;
 - d. The defectiveness is wholly or partly the result of regulations that the government has or will set with regard to the nature or quality of the materials used.

ARTICLE 7 DELIVERY AND IMPLEMENTATION

1. The entrepreneur will take the greatest possible care when receiving and implementing orders for products and when assessing applications for possible services.
2. The place of delivery is the address that the consumer has made known to the company.
3. With due observance of what is stated in paragraph 4 of this article, the company will execute accepted orders with due speed, though at the latest within 30 days, unless the consumer has

agreed to a longer delivery period. If the delivery is delayed, or if an order cannot or only partially be executed, the consumer will be notified of this no later than 30 days after he has placed the order.

4. All delivery times are indicative. The consumer cannot derive any rights from any specified periods. Exceeding a term does not entitle the consumer to compensation.
5. In the event of termination in accordance with paragraph 3 of this article, the entrepreneur will refund the amount paid by the consumer as soon as possible, but no later than within 14 days after termination.
6. If delivery of an ordered product appears to be impossible, the entrepreneur will endeavor to make a replacement item available. At the latest on delivery, it will be stated in a clear and comprehensible manner that a replacement item will be delivered.
7. 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 explicitly agreed otherwise.

ARTICLE 8 EXTENDED TRANSACTIONS: DURATION, TERMINATION AND EXTENTION

1. The consumer can at all times cancel an agreement that has been entered into for an indefinite period and that extends to the regular delivery of products or services with due observance of agreed termination rules and a termination period of one month at most.
2. The consumer can at all times cancel an agreement that has been entered into for a definite period and that extends to the regular delivery of products or services with due observance of the agreed termination rules and a termination period of one month at most.
3. The consumer can terminate the agreements mentioned in the previous paragraphs:
 - a. at all times and not be limited to termination at a specific time or in a specific period;
 - b. at least terminate in the same way as they are entered into by him / her;
 - c. always terminate with the same termination period as the entrepreneur has stipulated for himself.
4. An agreement that has been entered into for a definite period of time and that extends to the regular delivery of products or services may not be tacitly extended or renewed for a specific duration.
5. 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 one month at most.
6. If an agreement has a duration of more than one year, the consumer may cancel the agreement at any time after one year with a cancellation period of at most one month, unless reasonableness and fairness are opposed to cancellation before the end of the agreed duration.

ARTICLE 10 PAYMENT

1. Unless otherwise agreed, the amounts owed by the consumer must be paid directly at the time of the order using the available payment methods. If direct payment is not possible or desirable, the consumer must pay the amounts due at the latest within 7 days after the withdrawal period as referred to in Article 10, paragraph 1. In the case of an agreement to provide a service, this period begins after the consumer has received the confirmation of the agreement.
2. The consumer is obliged to immediately report inaccuracies in payment data provided or stated to the entrepreneur.
3. In the event of a default on the part of the consumer, the entrepreneur has the right, subject to legal restrictions, to charge the consumer reasonable costs incurred in advance.

ARTICLE 10 RIGHT OF WITHDRAWAL

1. When purchasing standard products, the consumer has the option to cancel the agreement within 14 days without giving any explanation. This cooling-off period starts on the day following receipt of the product by the consumer or a representative designated in advance by the consumer and announced to the entrepreneur.
2. 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 assess whether he wishes to keep the product. If he exercises his right of withdrawal, he will return the product with all accessories supplied and - if reasonably possible - in the original condition and packaging to the entrepreneur, in accordance with the reasonable and clear instructions provided by the entrepreneur.
3. If the consumer wishes to make use of his right of withdrawal, he is obliged to make this known to the entrepreneur within 14 days of receiving the product. The consumer must make this known using the model form in the appendix. After the consumer has indicated that he wants to make use of his right of withdrawal, the consumer must return the product within 14 days. The consumer must prove that the goods delivered were returned on time, for example by means of proof of shipment.
4. If the consumer, after expiry of the periods referred to in paragraphs 2 and 3, has not indicated that he wishes to make use of his right of withdrawal or has not returned the product to the entrepreneur, the purchase is a fact.
5. The previous provisions explicitly do not apply to the delivery of goods manufactured according to the consumer's 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. In such a case, the product has clearly been personally customized for that specific consumer.

ARTICLE 11 COSTS IN CASE OF WITHDRAWAL

1. If the consumer makes use of his right of withdrawal, the costs of the return shipment will be borne at most.
2. If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible, but no later than 14 days after cancellation. This is subject to the condition that the product has already been received back by the entrepreneur or conclusive proof of complete and undamaged return can be submitted.

ARTICLE 12 COMPLAINTS

1. The operator has a sufficiently publicized complaints procedure and deals with the complaint in accordance with this complaints procedure.
2. Complaints about the implementation of the agreement must be fully and clearly described and submitted to the entrepreneur within 4 days, after the consumer has received the product.
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 a period of 14 days from the date of receipt and give an indication of when the consumer can expect a more detailed answer.
4. If the complaint cannot be resolved in mutual consultation, a dispute will arise that is subject to the dispute settlement procedure.
5. A complaint does not suspend the obligations of the entrepreneur, unless the entrepreneur indicates otherwise in writing.
6. If a complaint is found to be justified by the entrepreneur, the entrepreneur will, at its option, replace or repair the delivered products free of charge. Costs made to return the product to the entrepreneur are to be paid by the customer.

7. We recommend that you first report complaints to us by emailing info@rebottled.nl. If this does not lead to a solution, it is possible to register your dispute for mediation via Stichting WebwinkelKeur. From 15 February 2016, it will also be possible for consumers in the EU to register complaints via the ODR platform of the European Commission. This ODR platform can be found at <http://ec.europa.eu/odr>. If your complaint is not yet pending elsewhere, you are free to file your complaint via the European Union platform.

ARTICLE 16 DISPUTES

1. Dutch law applies exclusively to agreements between the entrepreneur and the consumer to which these general terms and conditions apply. Even if the client lives abroad.
2. The Vienna Convention does not apply.

ARTICLE 17 ADDITIONAL OR DIFFERENT PROVISIONS

Additional or variant provisions may not be to the detriment of the consumer and must be set out in writing in such a way that they can be stored by the consumer in an accessible way on a durable data carrier.

ARTICLE 18 ENTREPRENEUR IDENTITY

Name of entrepreneur: Rebottled

Location address:

2e Daalsedijk 6a

3551 EJ Utrecht

The Netherlands

Return deliveries of Rebottled glasses to:

Niels Bohrweg 121

3542 CA Utrecht

The Netherlands

Telephone number: +31612974346

Available between 9:30 a.m. and 5:30 p.m.

Email address: info@rebottled.nl

Chamber of Commerce number: 70498474

VAT identification number: 858345092B01

APPENDIX I INFORMATION CONCERNING THE EXERCISE OF THE RIGHT OF WITHDRAWAL

TERMS OF WITHDRAWAL

Right of withdrawal

1. The consumer has the right to withdraw from the contract within a period of 14 days without giving an explanation. The withdrawal period expires 14 days after the day of receipt of the product by the consumer or a representative designated in advance by the consumer and announced to the entrepreneur.
2. In order to exercise the right of withdrawal, the consumer must inform the entrepreneur of his decision to withdraw from the contract via an unambiguous statement (e.g. in writing by post or e-mail). For this, use can be made of the enclosed model form for withdrawal, but this is not an obligation.
3. To comply with the withdrawal period, it is sufficient to send your communication regarding your exercise of the right of withdrawal before the withdrawal period has expired.

Consequences of the withdrawal

4. If the consumer cancels the agreement, all payments made up to that point will be reimbursed as described in article 11 of these general terms and conditions
5. In addition, upon cancellation of the agreement, all products that have been received must be returned. If the nature of the product excludes the possibility of returning the products, the consumer must pay a fee according to the value of the product.
6. Reimbursement will, as far as possible, be made with the same payment method and in the same way as with which the original transaction was carried out, unless expressly agreed otherwise; in any case, no costs will be charged for such reimbursement.

Exclusion/cancellation of the right of withdrawal, compensation:

7. The right of withdrawal does not apply to agreements where the consumer has specifically requested the entrepreneur for tailor-made products that are different from the entrepreneur's standard offer.
8. In addition, the right of withdrawal in an agreement to provide services is canceled after performance of the agreement, if the performance has begun with the express prior consent of the consumer and the consumer has stated that he has waived his right of dissolution and has acknowledged himself to be aware that he will lose his right of withdrawal as soon as the entrepreneur has complied with the agreement (in accordance with Article 6: 230p (d) of the Dutch Civil Code).

APPENDIX II WITHDRAWAL FORM

Model form for withdrawal

(Only complete and return this form if you wish to withdraw from the contract.)

To: Rebottled B.V., 2e Daalsedijk 6a (3551 EJ) Utrecht

Email: info@rebottled.nl

I / we (*) hereby inform you that I / we (*) withdraw from our agreement regarding the purchase of the following products [designation product] (*) / delivery of the following services [designation service] (*): _____

Ordered on (*) / received on (*): _____

Name of consumer(s): _____

Consumer address(s): _____

Consumer(s) signature (only by written notification): _____

Date: _____

(*) delete what does not apply or enter what applies.

Note: when you make use of the right to withdraw, you may have to pay a fee for the services provided, customized products or return costs (see the terms of withdrawal).