

Terms and Conditions – High-Clean.com

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Article 1 - Definitions

In these conditions, the following terms are meant to be understood as follows:

1. **Additional agreement:** an agreement where the consumer acquires products, digital content and/or services in relation to a distance contract and these things, digital content and/or services are delivered by the company or by a third party on the basis of an agreement between that third party and the company;
2. **Reflection period:** the period in which the consumer may make use of the right of withdrawal;
3. **Consumer:** the natural person who is not acting for purposes related to trade, business, craft or profession;
4. **Day:** calendar day;
5. **Digital content:** data which is produced and delivered digitally;
6. **Continuing performance contract:** an agreement which covers the regular delivery of things, services and/or digital content for a certain period;
7. **Durable data carrier:** each tool - also including email - which enables the consumer or company to save information addressed to them personally, in a way that enables consulting it in the future or using it for a period which matches the purpose for which the information is intended, and which enables unchanged reproduction of the stored information;
8. **Right of withdrawal:** the possibility of the consumer to back out of the distance contract within the reflection period;
9. **Economic operator:** the natural person or legal entity who offers products, (access to) digital content and/or services remotely to consumers;
10. **Distance contract:** an agreement concluded between the economic operator and the consumer in the context of an organised system for remote sale of products, digital content and/or services, for which up to and including the conclusion of the agreement exclusive or joint use is made of one or more remote communication technologies;
11. **Model form for withdrawal:** the European model form for withdrawal included in Appendix I of these conditions. Appendix I does not need to be made available if the consumer does not have a right of withdrawal with regards to their order;

12. **Technology for remote communication:** means that may be used to conclude an agreement, without consumer and economic operator having to have gathered at the same time in the same space.

Article 2 - Identity of the economic operator

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Article 3 - Applicability

1. These terms and conditions apply to each offer of the economic operator and each formed distance contract between economic operator and consumer.
2. Before the distance contract is concluded, the text of these terms and conditions are made available to the consumer. If this is not reasonably possible, then the economic operator, before the distance contract is concluded, will indicate in which manner the terms and conditions may be accessed at the economic operator and that these will be sent free of charge upon request of the consumer as soon as possible.
3. If the distance contract is concluded electronically, then, in deviation of the previous paragraph and before the distance contract is concluded, the text of these terms and conditions may be made available to the consumer electronically in such a way that it can be stored by the consumer on a durable data carrier in a simple manner. If this is not reasonably possible, then, before the distance contract is concluded, it will be indicated where the terms and conditions may be taken note of electronically and that these will be sent upon request of the consumer by electronic means or in another manner, free of charge.
4. In the case that specific product or service conditions also apply in addition to these terms and conditions, then the second and third paragraph apply accordingly and the consumer may always invoke the applicable provision most favourable for the consumer in the event of conflicting conditions.

Article 4 - The offer

1. If an offer has a limited period of validity or takes place subject to conditions, then this is expressly specified in the offer.
2. The offer comprises a complete and accurate description of the offered products, digital content and/or services. The description is sufficiently detailed to make a good assessment of the offer by the consumer possible. If the economic operator makes use of images, then these are a faithful representation of the offered products, services and/or digital content. Obvious mistakes or obvious errors in the offer do not bind the economic operator.
3. Each offer comprises such information, that it is clear for the consumer what the rights and obligations are, attached to the acceptance of the offer.

Article 5 - The agreement

1. The agreement is formed, subject to what is stipulated in paragraph 4, at the time of acceptance by the consumer of the offer and complying to the conditions stipulated to it.
2. If the consumer has accepted the offer electronically, then the economic operator immediately electronically confirms the receipt of the acceptance of the offer. As long as the receipt of this acceptance is not confirmed by the economic operator, the consumer may dissolve the agreement.
3. If the agreement is formed electronically, then the economic operator takes suitable technical and organisational measures to secure the electronic data transfer and ensures a secure web environment. If the consumer can pay electronically, the economic operator will observe suitable security measures to this end.

4. The economic operator may inform themselves - within legal limits - whether the consumer may comply with the payment obligations, as well as of all those facts and factors which are of importance to responsibly enter into the distance contract. If the economic operator has good reasons not to enter into the agreement pursuant to this investigation, then the economic operator is entitled to refuse an order or request, substantiated by reasons, or to attach special conditions to the execution.
5. The economic operator will, no later than upon delivery of the product, the service or digital content, send the following information to the consumer, in writing or in such a manner that it can be saved by the consumer in an accessible manner on a durable data carrier:
 - a. the physical address of the premises of the economic operator where the consumer can go to with complaints;
 - b. the conditions in which and the manner in which the consumer may make use of the right of withdrawal, or a clear notification pertaining to the right of withdrawal being ruled out;
 - c. the information about guarantees and existing service after purchase;
 - d. the price including all taxes of the product, service or digital content; to the extent applicable the costs of delivery; and the method of payment, delivery or execution of the distance contract;
 - e. the requirements for termination by notice of termination of the agreement if the agreement has a duration of more than one year or is open-ended;
 - f. if the consumer has a right of withdrawal, the model form for withdrawal.
6. In the case of a continuing performance contract, the provision in the previous paragraph only applies to the first delivery.

Article 6 - Right of withdrawal

For product:

1. The consumer may dissolve an agreement pertaining to the purchase of a product for a reflection period of at least **14 days** without giving any reason. The economic operator may ask the consumer for the reason of withdrawal, but cannot obligate them to provide the reason(s).
2. The reflection period specified in paragraph 1 enters into effect on the day after the consumer, or a third party designated in advance by the consumer, who is not the transporter, has received the product, or:
 - a. if the consumer has ordered multiple products in one and the same order: the day that the consumer, or a third party designated by the consumer, has received the last product. The economic operator is allowed, provided that the economic operator has informed the consumer about this prior to the order process in a clear manner, to refuse an order of multiple products with varying delivery times.
 - b. if the delivery of a product consists of various dispatches or parts: the day that the consumer, or a third party designated by the consumer, has received the last dispatch or the last part;
 - c. for agreements for regular delivery of products during a certain period: the day that the consumer, or a third party designated by the consumer, has received the first product.

Extended reflection period for products, services and digital content which is not delivered on a material carrier in the event of not informing about right of withdrawal:

3. If the economic operator has not provided the consumer with the legally mandatory information about the right of withdrawal or has not provided the model form for withdrawal, then the reflection period ends twelve months after the end of the original, in accordance with the reflection period determined in the previous paragraphs.
4. If the economic operator has provided the information referred to in the previous paragraph to the consumer within twelve months after the commencement date of the original reflection period, the reflection period lapses 14 days after the day that the consumer has received that information.

Article 7 - Obligations of the consumer during the reflection period

1. During the reflection period, the consumer will handle the product and packaging carefully. The consumer will only unpack or use the product to the degree necessary to determine the nature, the characteristics and functioning of the product. The basic principle here is that the consumer may only use and inspect the product as the consumer would be allowed to do in a shop.
2. The consumer is only liable for decrease in value of the product which is the result of handling the product in a manner which exceeds what is allowed in paragraph 1.
3. The consumer is not liable for decrease in value of the product if the consumer has not provided all legally mandatory information about the right of withdrawal before or along with concluding the agreement.

Article 8 - Exercising the right of withdrawal by the consumer and its costs

1. If the consumer makes use of the right of withdrawal, the consumer is to communicate this within the reflection period by means of the model form for withdrawal or in another unambiguous manner to the economic operator.
2. As soon as possible, but within 14 days from the day following the notification referred to in paragraph 1, the consumer returns the product, or hands it over to (an authorised representative of) the economic operator. This is not required if the economic operator has offered to pick up the product. The consumer has, in any case, observed the return period if the consumer returns the product before the reflection period has lapsed.
3. The consumer returns the product with all delivered accessories, if reasonably possible in original condition and packaging, and in accordance with reasonable and clear instructions provided by the economic operator.
4. The risk and the burden of proof for the correct exercising of the right of withdrawal in a timely manner resides with the consumer.
5. The consumer is to pay the direct costs of returning the product.
6. The consumer does not pay costs for the complete or partial delivery of digital content not delivered on a material carrier, if:
 - a. the consumer, prior to its delivery, has not expressly agreed to the start of the performance of the agreement before the end of the reflection period;
 - b. the consumer has not recognised to lose the right of withdrawal upon granting permission or
 - c. the economic operator has neglected to confirm this statement of the consumer.
7. If the consumer wants to make use of the right of withdrawal, all additional agreements are dissolved by operation of law.

Article 9 - Obligations of the economic operator in the event of withdrawal

1. If the economic operator makes the notification of withdrawal by the consumer electronically possible, then the economic operator immediately sends a confirmation of receipt after receipt of this notification.
2. The economic operator reimburses all payments of the consumer, including any delivery costs by the economic operator charged for the returned product, as soon as possible although certainly within 14 days following the day that the consumer reports the withdrawal. Unless the economic operator offers to pick up the product, the economic operator is allowed to wait with the refund until having received the product or until the consumer shows that the product is dispatched, depending on which time comes first.
3. For refunds, the economic operator uses the same means of payment that the consumer has used, unless the consumer agrees to a different method. The refund is free of charge for the consumer.
4. If the consumer has chosen for a more expensive method of delivery than the cheapest standard delivery, then the economic operator is not required to pay back the additional costs for the more expensive method.

Article 10 - Exclusion right of withdrawal

The economic operator may exclude the following products and services from the right of withdrawal, but only if the economic operator has specified this clearly along with the offer, that is to say in a timely manner before concluding the agreement:

1. Products or services of which the price is linked to fluctuations in the financial market which the economic operator does not have any influence on and which may occur within the withdrawal period;
2. Agreements which are concluded during a public sale. A public sale is meant to be understood as a method sale where products, digital content and/or services are offered by the economic operator to the consumer who is personally present or gets the opportunity to be personally present at the auction, led by an auctioneer, and where the successful bidder is obligated to purchase the products, digital content and/or services;
3. Service agreements, after complete execution of the service, but only if:
 - a. the execution has begun with the express prior agreement of the consumer; and
 - b. the consumer has stated that the consumer loses the right of withdrawal as soon as the economic operator has carried out the agreement completely;
4. Products manufactured according to the specifications of the consumer, 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;
5. Products which perish quickly or have a limited shelf life;
6. Sealed products which are not suitable to be returned for reasons of health protection or hygiene and of which the seal is broken after delivery;
7. Products which irrevocably mixed with other products after delivery due to their nature;
8. The delivery of digital content other than on a material carrier, but only if:
 - a. the execution has begun with the express prior agreement of the consumer; and
 - b. the consumer has states that the consumer loses the right of withdrawal this way.

Article 11 - The price

1. During the period of validity referred to in the offer, the prices of the offered products and/or services are not increased, except for price changes as a result of changes in VAT rates.
2. In deviation of the previous paragraph, the economic operator may offer products or services of which the prices are linked to fluctuations on the financial market and which the economic operator does not have influence on, with variable prices. This boundedness to fluctuations and the fact that any specified prices are guide prices, are noted with the offer.
3. Price increases within 3 months after the formation of the agreement are only allowed if these are the result of legal regulations or provisions.
4. Price increases from 3 months after the formation of the agreement are only allowed if the economic operator has stipulated this and:
 - a. these are the result of legal regulations or provisions; or
 - b. the consumer has the competence to terminate the agreement by notice of termination taking effect from the day that the price increase enters into effect.
5. The prices specified in the offer of products or services are including VAT.

Article 12 - Performance agreement and extra guarantee

1. The economic operator guarantees that the products and/or services comply to the agreement, the specifications specified in the offer, the reasonable requirements of soundness and/or usability and the statutory provisions and/or government regulations existing on the date of the formation of the agreement. If agreed upon, the economic operator also guarantees that the product is suitable for use other than normal.
2. An extra guarantee provided by the economic operator, its supplier, manufacturer or importer never limits the legal rights and claims which the consumer may exercise pursuant to the agreement towards the economic operator if the economic operator failed in the performance of its part of the agreement.

3. Extra guarantee is meant to be understood as each obligation of the economic operator, its supplier, importer or producer in which it assigns certain rights or claims to the consumer which go beyond what it is legally required to do so in the event of having failed in the performance of its part of the agreement.
4. There is a 5-year warranty for normal use on the telescopic shafts. Damage due to inexperienced use, not limited to; falling, bumping, hitting roof edge and standing on it, driving over it etc. falls outside of the warranty and is assessed case by case. 2 years warranty is provided on all accessories and appurtenances, for normal use, with exceptions specified in this article.

Article 13 - Delivery and execution

1. The economic operator will observe the utmost possible care with the receipt and with the execution of orders of products and with the assessment of requests to the provision of services.
2. The address that the consumer has disclosed to the economic operator applies as location of delivery.
3. With due observance of what is specified about this in article 4 of these terms and conditions, the economic operator will carry out accepted orders with promptness, but certainly within no more than 30 days, unless a different delivery period is agreed upon. If the delivery is delayed, or if an order cannot be carried out or only in part, then the consumer receives a message about this no later than 30 days after having placed the order. In that case, the consumer has the right to dissolve the agreement free of costs and right to any compensation.
4. After dissolution in accordance with the previous paragraph, the economic operator will immediately refund the amount that the consumer has paid.
5. The risk of damage and/or loss of products resides with the economic operator up to the moment of delivery to the consumer or a representative designated in advance and made known to the economic operator, unless expressly agreed upon otherwise.

Article 15 - Payment

1. To the extent not stipulated otherwise in the agreement or additional conditions, the amounts owed by the consumer need to be paid in full in advance, unless agreed upon otherwise in writing.
2. For the sale of products to consumers, the consumer can never be obligated in terms and conditions to advance payment of over 50%. Whenever advance payment is stipulated, the consumer may not exercise any right whatsoever pertaining to the execution of the order or service(s) in question, before the stipulated advance payment has taken place.
3. The consumer has the obligation to immediately report inaccuracies in provided or specified payment details to the economic operator.
4. If the consumer does not comply to the payment obligation(s) in a timely manner, then the consumer, after the economic operator has pointed out the late payment to the consumer and the economic operator has given the consumer a period of 14 days to still comply with the payment obligations, after default of payment within this 14-day period, owes the legal interest on the amount still due and the economic operator is entitled to charge extrajudicial collection costs it has incurred. These collection costs amount to no more than: 15% on outstanding amounts up to € 2,500; 10% on the subsequent € 2,500 and 5% on the subsequent € 5,000 with a minimum of € 40. The economic operator may deviate from the specified amounts and percentages to the benefit of the consumer.

Article 16 – Ban on commercial purposes

1. It is prohibited to use the sold goods for commercial purposes. The customer is obligated to keep the purchased goods in own possession and is therefore not allowed to resell this to third parties in any way.
2. It is prohibited to use the sold goods for photoshoots, display, merchandising etc. and return it again without having acquired permission in writing for this from High-Clean.com.
3. It is not allowed to use, copy or distribute photos, content, texts, video and such from our website, products, folders and brochures without permission in writing from High-clean.com.

Article 17 - Complaints procedure

1. The economic operator has a complaints procedure sufficiently made known and handles the complaint in accordance with this complaints procedure.
2. Complaints about the execution of the agreement have to be submitted to the economic operator, completely and clearly described, within a reasonable period after the consumer has observed the defects.
4. Complaints submitted to the economic operator are answered within a period of 14 days counting from the date of receipt. If a complaint requires a foreseeable longer processing time, then a confirmation of receipt is given by the economic operator within the period of 14 days and an indication of when the consumer can expect a more detailed answer.
5. In any case, the consumer needs to give the economic operator 4 weeks of time to solve the complaint in joint consultation. After this period, a dispute arises which is amenable to dispute resolution.
6. Complaints may be made known by email to info@www.high-clean.com. If this does not result in a solution, then it is possible to register your dispute for mediation through Stichting WebwinkelKeur. From 15 February 2016, it is for consumers in the EU also possible to register complaints through the ODR of the European Commission. This ODR platform can be found at [ODR platform](#). Whenever your complaint is still pending elsewhere, you are at liberty to file your complaint through the platform of the European Union.

Article 18 - Disputes

1. The Dutch law applies exclusively to agreements between the economic operator and the consumer to which these terms and conditions relate to.