

GENERAL TERMS AND CONDITIONS FOR SUBSCRIPTIONS AND WEBSHOP KMG

PART I - GENERAL

Article 1. Definitions

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

Combi-Subscription: a Subscription consisting of a combination of the receipt of a Print Edition or Editions and access to a Digital Edition or Editions;

Consumer: a natural person not acting in the exercise of his/her profession or business;

Contract: The contract between KMG and a Customer or Subscriber consisting of a subscription agreement or an agreement regarding an online purchase made via the Webshop.

Customer: the natural person or legal entity that enters into a Contract with KMG for the (online) purchase of a Print or Digital Edition or another Product;

Digital Edition: all existing and future digital editions issued by KMG including but not limited to (mobile) websites and (mobile) applications;

Distance Contract: a contract between KMG and a Customer or Subscriber which is concluded within the framework of an organised system including the Webshop for distance selling of Products, including Print and Digital Editions, other digital content, whereby until and including the moment the contract is concluded the communication regarding the contract has been either exclusively or in part conducted using one or more techniques for remote communication;

Gift: the gift which a Subscriber receives when taking out a Subscription as included in that Subscription;

KMG: Keesing Media Groep B.V. a company in The Netherlands with registered offices at Naritaweg 235, 1043 CB Amsterdam, and including each of its group companies and subsidiaries, to the extent that these enter into contracts in accordance with these Terms and Conditionsand each of its group companies and subsidiaries:

Order: an (online) order placed by the Customer either by telephone, electronically (via the Webshop) or in writing;

Payment Period: the period of time over which the Subscription Fee is due to be paid in installments by the Subscriber;

Print Edition: all existing and future printed editions issued by KMG including but not limited to newspapers, magazines, catalogues;

Product: a product other than a Subscription, for example a welcome gift, purchased (online) by the Customer from KMG;

Publications: all Print Editions, Digital Editions and other existing and future editions using whichever form of publication:

Right of Withdrawal: the ability of the Customer or Subscriber to withdraw from a Distance Contract within the Withdrawal Period;

Subscriber: the natural or legal person who enters into a Subscription with KMG;

Subscription: the agreement between KMG and the Subscriber under which the Subscriber, during the agreed period and for payment of the agreed Subscription Fee, receives a single Publication or a selection of Publications in the agreed manner(s), including so called 'Combi-Subscriptions';

Subscription Fee: the fee applicable to the Subscription which the Subscriber owes KMG;

Terms and Conditions: the general terms and conditions applying to Subscriptions and Webshop purchases;

Webshop: the webshops operated by KMG where Print and Digital Editions and other products are offered to the Customer;

Withdrawal Period: The period of time within which the Consumer can use his/her right of withdrawal;

Article 2. Applicability and amendment

- 1. These Terms and Conditions apply to all Contracts regardless of how they are concluded, unless KMG expressly declares that other terms and conditions apply. These Terms and Conditions are expressly stated not to apply to agreements for the placing of adverts in any of KMG's Publications.
- 2. By entering into a Subscription or when making a purchase via the Webshop the Subscriber declares that he/she is familiar with and accepts these Terms and Conditions.
- 3. These Terms and Conditions can only be waived by means of a written agreement between KMG and the Customer/Subscriber using explicit reference to the numbers of the exact provisions of these



Terms and Conditions which are to be waived. In such a case, the provisions of these Terms and Conditions which are not explicitly waived remain in full force and effect.

- 4. If any provision of these Terms and Conditions is held to be invalid or unenforceable, the remaining provisions shall remain in full force. The invalid or unenforceable provision will be replaced by a legally permissible provision that as closely as possible reflects the original intentions of the invalid or unenforceable provision.
- 5. KMG may amend these Terms and Conditions. Amendments will be announced in the Publications or via the Webshop. The amended Terms and Conditions apply to all existing and future Contracts from the date that they come into effect even if the Contract was concluded before the amendment of the Terms and Conditions. In the event that an amendment to the Terms and Conditions means that KMG provides a fundamentally different product/service than that which was agreed then the Subscriber has the right to cancel the Subscription within four (4) weeks of the amended Terms and Conditions coming into effect, provided that the Subscriber is a Consumer.
- 6. These Terms and Conditions will be provided free of charge upon request. Such request should be made to the Denksport Customer Services by calling 085 888 3276 or by sending an email to klantenservice@denksport.nl. These Terms and Conditions are also published on www.keesing.nl and the individual websites of the Publications issued by KMG.
- 7. In case of a conflict between the general section Part I and the following sections, Parts II and III, the contents of Parts II and III will prevail.

Article 3. Conclusion and implementation of a Contract

- 1. All offers made by KMG are non-binding and are subject to availability.
- 2. The acceptance of an Order by KMG takes place in writing (which under these Terms and Conditions is also taken to mean electronically), or when KMG begins implementing the Order. An Order placed by a Customer with KMG is final in the sense that a Contract is concluded as soon as KMG accepts the Order.
- 3. KMG is entitled to refuse any Order without having to provide any reason for doing so. Even after accepting an Order KMG is entitled to cancel it without giving any reasons. In such a case, KMG is not liable for more than the refund of any amounts already paid in advance by the Customer.
- 4. The Customer should communicate any changes to an Order promptly and in writing and such changes are only effective if they are expressly accepted by KMG.
- 5. If necessary or preferable, KMG has the right to have Orders implemented either entirely or partially by a third party.
- 6. The delivery times given by KMG are an indication only and may not be taken to be strict deadlines. In the case of late delivery KMG must be formally notified of this in writing, if such delay is to amount to a default.

Article 4. (Address) information

- 1. When entering into a Contract the Subscriber or Customer must provide the correct (address) details. Changes and/or corrections to the information provided, including that which is necessary for both delivery and billing, must be promptly reported to KMG.
- 2. Implementation of the Contract and all related announcements and notifications takes place at the address and/or email address specified by the Subscriber or Customer.

Article 5. Liability and Force Majeure

- 1. KMG can only be held liable for actual loss suffered by the Subscriber or Customer to the extent that this is covered by KMG's insurance if such damage is attributable to intentional or gross negligence on the part of KMG. If no payment is made under KMG's insurance policy then the liability of KMG is limited to a maximum of five times the amount of the invoice the Subscriber or Customer received in connection with the respective Order, provided the invoice was paid on time.
- 2. KMG excludes all liability for indirect damage (including, but not limited to, consequential damage, damages for delay and lost profits).
- 3. In the event that KMG experiences unforeseen circumstances or there is the suggestion of force majeure then KMG has the right to suspend its implementation of the Contract for as long as this



situation continues or, should KMG so choose, to dissolve the Contract either entirely or in part. In such as case KMG is not obliged to pay any damages to the Customer or Subscriber. Force majeure includes any instance of failure by suppliers or other parties associated with KMG, a strike, (unforeseen) government action, terrorist attacks or the threat thereof, war, fire, natural disasters, temporary or inadequate availability of hardware, software and/or internet or other telecommunication connections which are necessary for the implementation of the Contract and any other situation in which KMG has no decisive control.

- 4. KMG is not liable for damages arising more than six months after delivery of a Product nor for damages which are not reported to KMG in writing within 30 days of damage occurring. If the damage occurs at a later date then, at the Customer's request, KMG will investigate the possibility of recovering damages from the supplier of the Product.
- 7. The Terms and Conditions, published prices for Subscriptions and the Contract entered into by the Subscriber or Customer with KMG are subject to any possible mistakes in either printing or layout.

Article 6. Prices and payment

- 1. The Subscription Fee is payable in advance throughout the agreed Payment Period.
- 2. All prices given for Subscriptions and Products are in euros, including VAT, other taxes or charges and postage, unless otherwise stated or agreed in writing.
- 3. KMG expressly reserves the right to change the Subscription Fee and the prices of Products on the basis of annual inflation indexation amongst other things. KMG will publish an amendment to the Subscription Fee in the Publication or in the Webshop. Unless otherwise explicitly agreed, the amended Subscription Fee will apply to all current and new Subscriptions as from the next following Payment Period. To the extent that such amendment involves an increase of the Subscription Fee and this change will take effect within three months of the Subscription being taken out then the Subscriber shall have the right to terminate the Subscription within 14 days of the announcement of the price increase.
- 4. The methods for payment which are accepted may differ depending upon how the Subscription or the Contract was concluded. If any costs are attached to a given method of payment then this will always be clearly stated.
- 5. In case of payment by invoice, payment must be made within the period stated on the invoice or, failing that, within 14 days after the invoice date.
- 6. In the case of a direct debit, the amount due will be collected immediately after the advance notice of collection by KMG is given.
- 7. Reversing an amount (automatically) collected by KMG will not relieve the Subscriber of his/her payment obligation.
- 8. If the Subscriber or Customer fails to pay an amount owed (in time), KMG is entitled to suspend implementation of the Subscription or the Contract, or to cancel it.
- 9. If a Subscriber or Customer fails to make the correct payment within the given Payment Period then he/she will be in default and will become liable for interest of 1% per month over the outstanding amount from the date on which the amount became due. A portion of a month will be counted as an entire month.
- 10. All ((extra) judicial) costs associated with collection of the amount due will be borne by the Subscriber or Customer, whereby the extrajudicial costs will be set at a minimum of 15% of the principal amount owed plus interest, with a minimum of €150. Where the Subscriber or Customer is a Consumer, the amount of extrajudicial costs are set at the statutory maximum for reimbursement in respect of extrajudicial collection costs as defined in and calculated in accordance with the Decree on Reimbursement for Extrajudicial Collection Costs.

Article 7. Third Parties

- 1. KMG can use Third Parties, including suppliers, for the implementation of the Contract. If these Third Parties use additional terms and conditions this will be explicitly stated when the Contract is entered into.
- 2. All rights and entitlements which are stated to be for the benefit of KMG under this Contract are also for the benefit of the Third Parties engaged by KMG.
- 3. Notwithstanding paragraph 2, these Terms and Conditions only apply to the relationship between KMG and the Subscriber or Customer and Third Parties who are not party to this Contract cannot claim



any rights on the basis of it.

Article 8. Privacy

- 1. At the conclusion and execution of the Subscription or the Contract KMG will process personal information about the Subscriber and Customer.
- 2. All use of the information provided by Subscribers and Customers is done in accordance with applicable laws and regulations, including the Data Protection Act and the Telecommunications Act. KMG's Privacy Statement sets out in detail how KMG handles the data provided by the Subscriber and Customer and the manner in which he/she can gain access to, or object to the use of, data held by KMG.
- 3. The Subscriber and Customer agree to the collection and processing of personal data and to KMG's possible use thereof and he/she further agrees to the terms of the Privacy Statement referred to in Article 8.2.
- 4. The Subscriber and Customer can request access to his/her personal data at any time and request that it be amended, supplemented or deleted by sending an email to klantenservice@denksport.nl or a letter to Keesing Media Group B.V., marked for the attention of the Customer Services Privacy Department, PO Box 2014, 1000 CA Amsterdam.

Article 9. Rights

- 1. All intellectual property rights in respect of the Publication and the Webshop, including copyright, database rights and trademark rights are held by KMG and/or its licensors.
- 2. The Subscriber or Customer is not permitted to reproduce, store and/or disclose the name, content and/or layout of the Publication or the content of the Webshop in any way except with the prior written consent of KMG.

Article 10. Transfer of rights

KMG may transfer its rights and obligations under these Terms and Conditions or the Contract entered into with the Subscriber or Customer to a company within its group or to a Third Party in the context of a transfer of (part of) KMG's business or as part of the transfer of a title, website, product or service produced or provided by KMG, with the understanding that the Third Party or company to which the transfer is made will continue to honour the Contract as entered into between KMG and the Subscriber or Customer. KMG will inform the Subscriber or Customer of any such transfer as soon as possible.

Article 11. Governing law and dispute resolution

- 1. The Contract and these Terms and Conditions are governed by Dutch law.
- 2. Disputes regarding the Subscription, the Contract and/or these Terms and Conditions shall be exclusively submitted to the competent court in Amsterdam.
- 3. A Subscriber or Customer who has made a purchase via the Webshop can also make use of the European platform for Online Dispute Resolution ((http://ec.europa.eu/consumers/odr/).

SECTION II - TERMS AND CONDITIONS - SUBSCRIPTIONS

These Terms and Conditions for Subscriptions are in addition to the provisions mentioned under Part I and apply to any Contract between the Subscriber and KMG with respect to a Subscription to one of KMG's Publications.

Article 12. Taking out a Subscription

- 1. A Subscription can be taken out by a Subscriber at any time by telephone, electronically or in writing.
- 2. The Order or request for a Subscription by a prospective Subscriber is regarded as an offer to take out a Subscription.
- 3. A Subscription is created when KMG accepts the offer from the Subscriber in writing (which under these Terms and Conditions may also be done electronically) or starts the implementation of the



Subscription.

- 4. If KMG accepts the offer from the Subscriber it will send a confirmation of the Subscription, which, inter alia, states the type of Subscription, the start and end date of the Subscription and the contact information for the subscriber service.
- 5. KMG is entitled to reject a request for a Subscription without providing any reasons for doing so, or alternatively to place additional conditions on the granting of a Subscription.
- 6. All invitations to make an offer made by KMG are subject to availability.

Article 13. Right of withdrawal

- 1. A Subscriber has the right to cancel a Subscription within 14 days by sending an unequivocal statement to that effect to KMG. Use can be made of the standard form for withdrawal provided with the confirmation of the Subscription.
- 2. The Withdrawal Period mentioned in paragraph 1 shall commence:
 - a. for Subscriptions to Print Editions and Combi-Subscriptions: at the moment of the first delivery of the Print Editions;
 - b. for Subscriptions to Digital Editions: at the moment of the conclusion of the Subscription.
- 3. In case of cancellation the Subscriber must return any Print Editions and Gifts received, in their original packaging, within 14 days after sending the notice of withdrawal as referred to in paragraph 1. The cost of return will be borne by the Subscriber. In such a case the Subscriber may be held liable for the following costs:
 - a. Regarding Print Editions and Gifts: the price for failure to (promptly) return the delivered Print Editions and Gifts, as well as any compensation for the reduction in value of the Print Editions and Gifts:
 - b. Regarding Digital Editions: the agreed fee (pro rata) for the period from when the implementation of the Subscription began to the moment of cancellation, provided the implementation of the Subscription had already commenced within the Withdrawal Period at the request of the Subscriber.
- 4. The related invoice amount will be refunded by KMG within 14 days of receipt of the notice of withdrawal as referred to in Article 13.1 insofar as this amount has already been paid by the Subscriber and less any amounts owed to KMG under Article 13.2. Such refund will only take place however after KMG has received any returned Print Editions and Gifts or has received evidence from the Subscriber that he/she has posted any Print Editions and Gifts which are to be returned.
- 5. The provisions of this Article shall not apply to Subscribers who are not Consumers and also not to Subscriptions worth a maximum of € 50 which are entered into outside business premises (as defined in Article 6:230g paragraph 1 subparagraph g of the Dutch Civil Code).

Article 14. Delivery and/or availability

- 1. Throughout the duration of the Subscription KMG will seek to ensure timely delivery or availability of the Publication(s).
- 2. Delivery is limited to the Netherlands. A request for delivery abroad can be submitted to the customer services for the Publication. KMG is not obliged to meet any such request. KMG can attach extra conditions to delivery abroad, such as charging extra for postage.
- 3. If the location to which a delivery of a Print Edition is to be made necessitates additional costs on the part of KMG then KMG is entitled to pass on these costs to the Subscriber.
- 4. Complaints about the delivery or availability of a Publication should be made as follows:
 - a. Regarding a Print Edition, after 24 hours have elapsed since the expiry of the normal delivery period the Subscriber should contact the Subscriber Service for the relevant Publication to notify non-delivery. The relevant Publication will be resent within 5 working days.
 - b. Regarding a Digital Edition, the Subscriber should submit any complaint regarding availability in accordance with the instructions set out in the Publication.
- 5. Complaints about the delivery or availability of a Publication do not give the Subscriber the right not to pay his/her entire Subscription Fee.
- 6. KMG is not liable for any damage suffered by the Subscriber due to the non (timely) delivery or



availability of the Publication(s).

7. Subscriber is not entitled to any compensation if the Publication is not delivered or made available as a result of force majeure, as defined in Article 5, regardless of whether this is in respect of a single issue or a number of (consecutive) issues.

Article 15. Delivery of Gifts

- 1. The delivery of any Gift shall be made within thirty (30) days after a Subscription is taken out unless a different delivery period is expressly stated, but in any case not before receipt by KMG of the first payment for the Subscription.
- 2. The delivery period given by KMG is indicative only. Late delivery does not entitle the Subscriber to any damages. KMG will inform the Subscriber as soon as possible if there is any delay in delivery.
- 3. Ownership of a Gift is only transferred when the Gift is delivered and the Subscriber has fulfilled all his/her obligations under the Subscription. Notwithstanding this, responsibility for risk to the Gift transfers to the Subscriber from the moment delivery of the Gift to the Subscriber takes place.
- 4. In the event of early termination or cancellation of the Subscription for a reason that is not attributable to KMG, KMG has the right should it wish to do so to recover the Gift itself or to claim the residual value of the Gift from the Subscriber.
- 5. The delivered Gift must have the characteristics which the Subscriber can reasonably expect it to have. The Subscriber must examine the Gift on receipt to check that it complies with the Contract. If this is not the case, the Subscriber must notify KMG in writing, describing the defect, as soon as possible and in any case within two (2) months after delivery, or after discovery of the defect was reasonably possible.
- 6. If it is demonstrated that the Gift does not meet the expectations under the Contract, then KMG will choose one of the following solutions depending upon what is appropriate and available:
 - a. Supply any missing component of the Gift;
 - b. (Re) Send a Gift if delivery failed to take place;
 - c. Upon receipt of a faulty Gift returned by a Subscriber, send a replacement; or
 - d. Refund the invoice value of the Gift to the Subscriber (if and to the extent that payment has been received from the Subscriber and only upon receipt of the returned Gift).

Article 16. Renewal and termination of a Subscription

- 1. At the end of the agreed Subscription Period, the Subscription is automatically renewed for an indefinite period unless the Subscriber gives due notice of termination of the Subscription one month before expiry of the agreed Subscription Period. After renewal the Subscriber can unsubscribe at any time with a notice period of either one month or three months depending upon the frequency of publication of the relevant title.
- 2. After automatic renewal, the Payment Period will be:
 - a. For Subscriptions to a monthly magazine: one year;
 - b. For all other Subscriptions: the same as the initial Payment Period.
- 3. If the Subscriber terminates the Subscription before the end of the Payment Period he/she will receive a refund of any Subscription Fee already paid for the remainder of the Payment Period, starting from the date on which the Subscription terminates.
- 4. Termination of a Subscription can take place by telephone, electronically, or by ordinary or registered post. After receipt of notice of termination, KMG will confirm in writing that the Subscription is terminated, indicating the date on which the Subscription formally ends.
- 5. KMG can terminate a Subscription at any time subject to the same notice periods as are applicable for the Subscriber. If KMG terminates a Subscription before the end of a Payment Period it will refund the Subscription Fee already paid for the remainder of the Payment Period, starting from the date on which the Subscription terminates.
- 6. KMG can also terminate a Subscription with immediate effect without any obligation to pay any compensation or refund of any Subscription Fee already paid, if:
 - The Subscriber culpably fails to fulfill his/her obligations towards KMG, including the obligation
 to pay the Subscription Fee, and fails to do so after having been granted a reasonable period
 of time in which to meet his/her obligations;



b. KMG has a legitimate reason to terminate, such that it cannot reasonably be required to continue the Subscription for example if delivery of a Publication necessitates unforeseen and disproportionate costs, or where KMG has reasonable grounds to believe that the Subscriber will not meet his/her (payment) obligations under the Subscription.

Article 17. Changes to or discontinuation of a Publication

- 1. At its own discretion, KMG can at any time alter the scope, content, composition, layout, appearance, date and/or frequency of any Publication, or discontinue the Publication and/or replace it with an alternative Publication, whether or not with the same appearance and/or frequency.
- 2. KMG can also alter or discontinue any additional services intended specifically for Subscribers.
- 3. In the event of any changes such as those referred to in paragraph 1 and/or 2 above, KMG will ensure that the relevant Publication remains of the same quality and quantity in keeping with the Subscription Fee or will adjust the Subscription Fee as appropriate.
- 4. In the event that a Publication is discontinued without replacement, KMG will refund the paid Subscription Fee for the remainder of the Payment Period, starting from the date on which the Publication was discontinued.
- 5. In the case of replacement of a Publication with another Publication or a change to a Publication resulting in a substantially different Publication than that which was taken out under the Subscription, the Subscriber is entitled to cancel his/her Subscription in writing within four (4) weeks of receiving notice of the replacement, or within four (4) weeks after receiving the first replacement or modified Publication, whichever date is earlier.

Article 18. Access to Digital Editions

- 1. The login details which give a Subscriber access to a Digital Edition are strictly personal and non-transferable. The Subscriber is not allowed to give access to a Digital Edition to a Third Party by means of sharing his/her login details or in any other way make commercial use of his/her login details.
- 2. The Subscriber is fully responsible for all use of his/her login details and for all acts performed via his/her account. If and when a Subscriber suspects unauthorised use of his/her account he/she must notify KMG immediately. KMG is then entitled to take any measures it considers necessary to protect its Publications and its other Subscribers and the Subscriber will fully cooperate with KMG as is necessary for it to do so.
- 3. The Subscriber may download and/or print the relevant Digital Edition for personal use only. No other reproduction, sale and/or distribution of a Digital Edition is permitted. If KMG has reason to suspect that a Subscriber has breached the prohibition set out in paragraph 1 above then KMG is entitled to block access to the relevant Digital Edition and keep it blocked until it is satisfied that such breach by the Subscriber has not taken place. Blocking access does not affect the right of KMG to recover any damages (including costs) incurred during the process of blocking the account or resulting from any such breach on the part of the Subscriber.

PART III - TERMS AND CONDITIONS - WEBSHOP

These Webshop Terms and Conditions are in addition to those provisions mentioned under Parts I and II, and apply to any (online) Order received from a Customer.

Article 19. Payment and invoicing

- 1. For Products other than Subscriptions taken out online (see Article 15), payment must be made in the manner accepted by the Customer when placing the Order (eg. by Direct Debit or iDeal).
- 2. The rates and prices charged by KMG do not include shipping costs and VAT unless explicitly stated otherwise. KMG reserves the right to change the rates and prices. Changed rates and prices are valid from the moment they are introduced and do not apply to any Order that has already been placed.

Article 20. Delivery and Guarantees

1. KMG will exercise the utmost diligence in its implementation of the Order. For delivery of the Order



KMG will use carefully selected logistics service provider(s). The Order will be delivered to the address provided by the Customer.

- 2. The risk of damage and/or loss of ordered Products rests with KMG until the moment of delivery to the Customer, unless expressly agreed otherwise.
- 3. Delivery of a Product will take place within the number of days specified in the Webshop.
- 4. The delivery period given by KMG is an indication only. Late delivery does not give the Customer any right to damages. KMG will inform the Customer about any known delays in delivery.
- 5. Ownership of a Product is only transferred when the Product is delivered and the Customer has fulfilled all his/her obligations under the Contract. Notwithstanding this, responsibility for risk to the Product transfers to the Customer at the moment delivery of the Product to the Customer takes place.
- 6. The delivered Product must have the characteristics which the Customer can reasonably expect it to have. The Customer must examine the Product on receipt to check that it complies with the Contract. If this is not the case, the Customer must inform KMG in writing, describing the defect, as soon as possible and in any case within two (2) months after delivery, or after discovery of the defect was reasonably possible.
- 7. If it is demonstrated that the Product does not meet with the expectations under the Contract, then KMG will choose one of the following solutions depending upon what is appropriate and available:
- (i) Supply any missing component of the Product;
- (ii) (Re) Send a Product if delivery failed to take place;
- (iii) Upon receipt of a faulty Product returned by a Customer, send a replacement; or
- (iv) Refund the invoice value of the Product to the Customer (if and to the extent that payment has been received from the Customer and only upon receipt of the returned Product).
- 8. KMG guarantees that the ordered Products comply with the Contract, the specifications stated in the Offer, reasonable requirements of soundness and/or usability, and the relevant legal provisions and/or government regulations existing at the date of conclusion of the Contract.
- 9. The images of the Products offered online are as accurate a portrayal as is possible. However, KMG cannot guarantee that the colours of the Products shown in the images are exactly the same as the actual colours of the Products to be delivered.
- 10. Obvious mistakes or obvious errors in the offer of the Products do not bind either KMG or its suppliers.

Article 21. Cancellation and Right of withdrawal

- 1. The Customer has the right to cancel a Contract within a period of 14 days by sending an unequivocal statement to that effect to KMG. Use can be made of the standard form for withdrawal provided with the confirmation of the Subscription or Product.
- 2. The Withdrawal Period mentioned in paragraph 1 shall commence at the moment of receipt of the Product (or if multiple Products are ordered in a single Contract, receipt of the last Product forming part of that order).
- 3. Cancellation is only possible if the Product is in undamaged condition or has not been used.
- 4. In case of cancellation, the Customer must return the Products received, in their original packaging, within 14 days after sending the notice of withdrawal as referred to in paragraph 1. The cost of return will be borne by the Customer. In such a case the Customer may be held liable for the price of failure to (promptly) return the delivered Products as well as any compensation for the reduction in value of the delivered Products.
- 5. The related invoice amount will be refunded by KMG within 14 days of receipt of the notice of withdrawal as referred to in Article 21.1 insofar as this amount has already been paid by the Customer and less any amounts owed to KMG under Article 21.4. Such refund will only take place however after KMG has received any returned Products.
- 6. The provisions of this Article 21 shall not apply to:
- (i) Products which are excluded by their very nature, such as perishable, time-bound or personal products;
- (ii) other Contracts including the delivery of newspapers and magazines other than via a Subscription as referred to in Article 6:230p of the Dutch Civil Code.



Article 22. Complaints

- 1. Complaints in connection with Orders placed via the Webshop must be reported to KMG's customer service as soon as possible but in any case no later than 10 working days of the cause of the complaint occuring. For address details please refer to Article 8, paragraph 4.
- 2. If a dispute concerning an Order cannot be resolved between the Parties the Customer has the right to submit a complaint to the dispute commission at Online Dispute Resolution ((http://ec.europa.eu/consumers/odr/).