

Introduction - Definitions

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

- **Brand & Young:** the private company with limited liability BRAND & YOUNG B.V., registered with the Chamber of Commerce under number 94083525;
- **Customer:** the Customer or Entrepreneur entering into an Agreement with Brand & Young or receiving an offer or quotation from Brand & Young;
- **Consumer:** every person acting outside the context of a business or profession and indicated in these general terms and conditions as "Customer (Consumer)" or "Consumer";
- **Entrepreneur:** the person or legal entity acting in the context of a business or profession and indicated in these general terms and conditions as "Customer (Entrepreneur)";
- **Agreement(s):** every agreement between Brand & Young and the Customer, every agreed amendment or addition (e.g. additional work) and all actions, legal or otherwise, resulting therefrom, including future agreements between Brand & Young and the Customer;
- **Work:** the work to be carried out by Brand & Young under or as a result of the Agreement. The work may include, among other things, selling and buying Fireplaces, creating a work of a tangible nature (Section 7:750 ff. of the Dutch Civil Code), supplying goods and/or performing services, and making calculations or drawings;
- **Fireplace(s):** the design fireplaces to be sold by Brand & Young (e.g. the One or Zero) and/or any appurtenances, e.g. an installation or rotation system, LED lighting or a burner.

In addition, the following applies: if Brand & Young is obliged to do something "in writing", this includes "by email" or "by WhatsApp message" or by any other electronic message.

Article 1 – Brand & Young general terms and conditions

- 1.1 These general terms and conditions form part of all offers and quotations given by Brand & Young and of all Agreements.
- 1.2 If there is a discrepancy between the Agreement and these general terms and conditions, the provisions of the Agreement prevail.
- 1.3 Any deviation from these general terms and conditions is only valid if explicitly agreed in writing between Brand & Young and the Customer.
- 1.4 Brand & Young explicitly excludes the applicability of any purchasing or other terms and conditions of the Customer (however named). These do not apply to the legal relationship with Brand & Young.

Article 2 – Quotations and information

- 2.1 All quotations, offers and budgets provided by Brand & Young to the Customer are free of obligation. Brand & Young may revoke its offer up to two working days after receipt of acceptance by the Customer. Manifest errors, slips of the pen or mistakes do not bind Brand & Young towards the Customer.
- 2.2 Any estimate made by Brand & Young of the costs involved in the performance of the Work is without obligation. The Customer cannot derive any rights from such estimates made by Brand & Young.
- 2.3 The Customer is obliged to provide all information Brand & Young considers necessary for producing a valid quotation or offer. The same applies to information the Customer reasonably knows or ought to know to be required by Brand & Young in order to give a valid quotation or perform the Agreement properly at a reasonable price.
- 2.4 If the Customer provides information (including drawings and/or measurements) to Brand & Young, e.g. for the installation of a Fireplace, Brand & Young may assume it is correct and complete and will base its offer on it.
- 2.5 If the information provided by the Customer appears to be incorrect or incomplete, Brand & Young may adjust the quotation, offer or budget in line with the correct and complete information. The Customer will owe Brand & Young additional costs, if any.

Article 3 – Showroom and experience and product

- 3.1 Brand & Young has a showroom where it displays the Fireplaces. The Customer can view various Fireplaces in the showroom. The showroom displays partly or completely handmade design fireplaces as well as appurtenances and various applications. The showroom is not only a place where the Customer can experience the look and feel of the fireplaces, it also enables them to make a well-considered choice as to the various colours, options and applications.
- 3.2 Brand & Young has a configurator showing the Customer what the Fireplace of their choice will look like. The images shown by the configurator are indicative as it is impossible to create 100% realistic digital images of natural materials (such as, for example, aluminium, copper or brass).
- 3.3 The Fireplaces, that is the design fireplaces, are partly or completely handmade using natural materials and, as a result, they are unique products, with possible colour differences or slightly tangible or visible

welds. If the Customer enters into an Agreement for a Fireplace, the Fireplace will be deemed to be made in accordance with the Customer's specifications, to not be prefabricated and to be made on the basis of the Customer's personal choice and decision. Brand & Young has informed the Customer hereof and the Customer understands and acknowledges that this does not give rise to nonconformity of the Fireplace.

3.4 The provisions of this article play a substantial role in the context of the provisions of Sections 7:21 and 7:22 of the Dutch Civil Code, namely that the specific and unique character of the Fireplaces and any consequences thereof will be deemed to constitute minor deviations.

3.5 The Fireplace has been designed to burn using a burner that is powered by bioethanol. This is a flammable product. Brand & Young will point this out to the Customer and emphasise the importance of carefully handling bioethanol, e.g. when filling up or storing it. The Customer is responsible for filling up the Fireplace in accordance with instructions and they are obliged to keep the bioethanol outside the reach of children, store it in an appropriate place and refrain from using it in combination with or near open fire.

Article 4 – Advice and drawings

- 4.1 Any advice given by Brand & Young to the Customer, e.g. regarding the installation of a Fireplace or mounting materials to be used, including any corresponding sketches, designs, drawings and/or measurements, are without obligation and the Customer cannot derive any rights therefrom.
- 4.2 Brand & Young is not liable towards the Customer for damage (however named) resulting from the advice referred to in paragraph 1 of this article.
- 4.3 Advice given by Brand & Young to the Customer in the context of the performance of the Agreement is only intended for the Customer and the Customer may not make such advice public or available to others without Brand & Young's prior written permission.
- 4.4 If Brand & Young sends designs, drawings, pictures, images, calculations and/or sketches to the Customer in the context of the documents referred to in Article 2.1 or in the context of the Agreement, such information will remain the property of Brand & Young. Any intellectual property rights on such documents are exclusively vested in Brand & Young. The Customer will return such documents without delay at Brand & Young's first request, in addition to any other statutory options available to Brand & Young to safeguard its rights.
- 4.5 The Customer may not in any way reproduce, publish, share with others, exploit or display information or documentation of Brand & Young to which intellectual property rights are attached without Brand & Young's prior written permission.

Article 5 – Delivery term | performance period | transfer of risk

- 5.1 Any delivery time or performance period for the Work mentioned by Brand & Young is indicative rather than a strict deadline, unless agreed otherwise in writing.
- 5.2 The expected delivery time or performance period will not commence until Brand & Young has received all information as well as any agreed instalment or other payment from the Customer and the Customer has fulfilled the other performance conditions under the Agreement.
- 5.3 If Brand & Young exceeds the delivery time or performance period mentioned, this will not entitle the Customer to any compensation or damages from Brand & Young or dissolution of the Agreement.
- 5.4 The Customer indemnifies Brand & Young against any claims from third parties (e.g. a contractor or subcontractor) made as a consequence of exceeding any delivery time or performance period mentioned by Brand & Young.
- 5.5 If the Agreement only relates to the sale and purchase of a Fireplace to the Customer, the Customer is fully responsible for the proper installation and use of the Fireplace. Brand & Young is not responsible for any damage arising when unpacking and/or moving and/or installing the Fireplace or things that go wrong during proper operation of the Fireplace properly.
- 5.6 If Brand & Young sends a Fireplace to the Customer, it will be packed properly to avoid damage, taking account of the nature, material and production method of the Fireplace. The Customer will unpack the Fireplace with due care. Any Fireplace bought by a Customer (Entrepreneur) will be deemed to have been delivered properly by Brand & Young and any damage to the Fireplace will be deemed to have been caused by unpacking and/or moving the Fireplace by the Customer (Entrepreneur), subject to proof to the contrary to be submitted by the Customer (Entrepreneur).
- 5.7 If Brand & Young informs the Customer that the Fireplace is ready for delivery or collection, the Customer has four weeks to collect the Fireplace or request Brand & Young to deliver it without owing any storage or other costs to Brand & Young. If the Customer has not received or collected the Fireplace within such period, they will owe Brand & Young a compensation of €100 for storage and other costs for each week that the Fireplace is at Brand & Young (a part of a week will be calculated as a full week). This does not release the Customer from collection of the Fireplace.



Article 6 - Scope and performance of the Work

- 6.1 The Customer ensures that Brand & Young can carry out its work undisturbed, that the site of the work is properly accessible and that it will have the required facilities at its disposal during the performance of the Work, including in any case water and electricity.
- 6.2 If the Agreement relates to installation work to be performed by or on behalf of Brand & Young in or on a floor, the Customer will inform Brand & Young in writing about the presence of cables, pipes and other relevant information before the start of such work. The Customer is obliged to proactively provide Brand & Young with all information known to them in this regard and to answer, or instruct another party to answer, any questions asked by Brand & Young.
- 6.3 Brand & Young is not liable for any damage to cables, pipes and other objects in the ground or below the floor or on or in the wall(s) and/or ceiling or for any possible consequences of such damage suffered by the Customer or third parties, unless there is deliberate intent on the part of Brand & Young.
- 6.4 Brand & Young may engage third parties in the performance of the Agreement.
- 6.5 If during the performance of the Agreement an adjustment is reported to Brand & Young by or on behalf of the Customer or if Brand & Young is instructed to carry out additional work and Brand & Young cannot be reasonably expected to first put such adjustment or additional work in writing, the invoice submitted by Brand & Young will be deemed to contain a correct and complete representation of such adjustment and/or additional work, subject to proof to the contrary to be submitted by the Customer.

Article 7 - Delivery

- 7.1 The Work will be deemed to have been delivered to the Customer if Brand & Young has informed the Customer orally or in writing of completion of the Work.
- 7.2 Furthermore, the Work will be deemed to have been delivered and accepted by the Customer when:
- the Customer has approved the Work orally or in writing;
 - Brand & Young has notified the Customer of completion of the Work and the Customer has not refused or approved the Work in writing within 5 working days following the day of such notification;
 - the Customer has started or is using the Work; if the Customer has started or is using part of the Work, such part will be deemed to have been delivered;
 - the Customer refuses approval of the Work on account of small defects or missing parts that can be remedied or supplied within 30 days;
 - the Customer has paid Brand & Young's invoice.
- 7.3 If the Customer does not approve the Work, they will be obliged to inform Brand & Young in writing within 5 days, giving reasons. The Customer will then grant Brand & Young the opportunity to deliver the Work within a reasonable term. When determining the reasonable term, Brand & Young may indicate what is reasonable (in view of other projects or the availability of manpower or products, among other things).
- 7.4 The Customer will indemnify Brand & Young against claims from third parties in relation to damage to parts of the Work not yet delivered that is caused by use of the parts already delivered.

Article 8 - Conformity

- 8.1 If the quotation, offer or budget does not contain a guarantee, no guarantee has been agreed and no claim can be made thereupon.
- 8.2 Brand & Young gives the Customer a two-year guarantee on the following parts of the Fireplace (to the extent covered by the Agreement): the burner, lighting and rotating part (engine).
- 8.3 If the Work has not been carried out properly by Brand & Young, it will itself determine the method and time for rectifying that. Determination of the reasonable term thereof will be subject to Article 7.3 of these general terms and conditions.
- 8.4 The Customer cannot rely on an agreed guarantee or claim compensation or remedy of defects if (i) the situation or defects were caused by:
- failure to carry out maintenance or incorrect or insufficient maintenance (including what is described in Article 11.3 of these general terms and conditions);
 - installation, mounting, changes, modifications or repairs of the Work by or on behalf of the Customer;
 - defects in or unsuitability of objects originating from or prescribed by the Customer;
 - defects in or unsuitability of materials or tools used by the Customer;
 - use of the products delivered and/or materials installed by Brand & Young in deviation from what was indicated to Brand & Young upon conclusion of the Agreement and/or during performance of the Work;
- or (ii) the situation or defects are related to the nature and specific characteristics of the Fireplace as described in Article 3 of these general terms and conditions.

- 8.5 The Customer cannot rely on an agreed guarantee if they fail to notify Brand & Young in writing of a defect within 5 days after the Customer has established, or reasonably ought to have established, the defect.
- 8.6 The provisions of this article apply by analogy to any claims of the Customer against Brand & Young on account of breach of contract, nonconformity or any other account.

Article 9 - Price and price changes

- 9.1 All amounts and prices notified by Brand & Young to the Customer in a quotation or the Agreement are inclusive of VAT, unless explicitly indicated otherwise.
- 9.2 Brand & Young may pass on interim price increases arising from the law to the Customer and the Customer will be obliged to pay such price increases.
- 9.3 Brand & Young may demand that the Customer (Consumer) make an upfront payment of no more than half the purchase price under the Agreement. Brand & Young may refuse to start the production of a Fireplace for as long as the Customer (Consumer) fails to fulfil this payment obligation. The Customer (Consumer) must have paid the remaining sum due upon delivery.
- 9.4 The Customer (Entrepreneur) will be obliged to make an upfront payment of 60% of the purchase price upon conclusion of the Agreement and Brand & Young may refuse to start the production of a Fireplace for as long as the Customer (Entrepreneur) fails to fulfil this payment obligation. The Customer (Entrepreneur) shall have paid the full amount owed under the Agreement before Brand & Young will be obliged to proceed to delivery and/or installation.
- 9.5 In the event of price increases in cost-price determining factors after conclusion of the Agreement but before delivery of the Work, Brand & Young may charge on such price increases to the Customer and the Customer will pay such price increases to Brand & Young. If such a price increase occurs within 3 months following conclusion of the Agreement, the Customer (Consumer) may dissolve the Agreement. Brand & Young may postpone further performance of the Agreement until the Customer (Consumer) notifies their acceptance of the price increase. If the Customer (Consumer) avails itself of the possibility of dissolution of the Agreement, they will pay for the work already performed by Brand & Young at the prices agreed in the Agreement.
- 9.6 In the event of additions or changes to the Work at the Customer's request, Brand & Young may demand an increase of the agreed price if it has pointed out to the Customer in time that such a price increase is necessary, unless the Customer ought to have understood the necessity for such themselves.
- 9.7 The price of additional work will be calculated based on the price-determining factors applicable at the time of performance of the additional work. The Customer will pay the price of the additional work on Brand & Young's first request, following submission of a corresponding specification by Brand & Young.

Article 10 - Payment

- 10.1 The Customer will pay Brand & Young's invoice within 8 days of the invoice date, unless agreed otherwise in writing.
- 10.2 If the Customer fails to make payment, they will be in default by operation of law (strict deadline). The Customer (Entrepreneur) will owe statutory commercial interest from that time. Brand & Young will send the Customer (Consumer) a payment reminder giving the Customer (Consumer) a term for making payment without the need to pay interest. If, subsequently, the Customer (Consumer) fails to make payment, the Customer (Consumer) will owe statutory interest from expiry of the original payment term.
- 10.3 If the Customer is in default, Brand & Young may suspend (further) performance of the Agreement or any repair work and the Customer cannot rely on any guarantee or claim repair work or make any other claim.
- 10.4 The Customer (Entrepreneur) may not set off claims against Brand & Young with any amounts owed to Brand & Young. Nor may the Customer (Entrepreneur) suspend fulfilment of their payment obligation towards Brand & Young (e.g. on account of a complaint).
- 10.5 If the Customer is in default, they will owe extrajudicial collection costs to Brand & Young. With regard to the Customer (Consumer), these costs will be calculated on the principal sum in accordance with the Dutch Extrajudicial Collection Costs (Compensation) Decree of 1 July 2012 (Bulletin of Acts and Decrees 2012/141), with a minimum of €40.
- 10.6 With regard to the Customer (Entrepreneur), Brand & Young will calculate the extrajudicial collection costs referred to in Article 10.5 in the same way, on the understanding that the amount resulting from such calculation will be doubled.
- 10.7 All amounts owed or to be owed by the Customer to Brand & Young under the Agreement will be immediately payable if the Customer is declared bankrupt, whether or not Brand & Young has performed the Agreement in full.



Article 11 – Obligation to complain

- 11.1 The Customer will submit complaints about the Work or the performance of the Agreement in writing within a reasonable term to Brand & Young, at the risk of forfeiting their rights. The Customer (Entrepreneur) will do so no later than 5 days following delivery of the Fireplace by Brand & Young or – if services have been provided – upon completion of such services by Brand & Young.
- 11.2 The Customer will submit complaints about an invoice to Brand & Young before the end of the payment term. If Brand & Young has not received any complaint by then, the invoice and the underlying Work will be deemed to be in order.
- 11.3 The Customer's right to lodge a complaint will in any case expire if the Work has been treated, used, modified or stored improperly or contrary to instructions given by or on behalf of Brand & Young (including instructions regarding the use of the right fuel prescribed by Brand & Young, the importance of the right fuel for the proper operation of the Fireplace, proper cleaning of the Fireplace and filling the burner with bioethanol).
- 11.4 Furthermore, the colour or finishing of the Fireplace are not grounds for complaint, unless it concerns substantial deviations. As the Fireplace has been custom made from natural materials or contains natural materials (see Article 3 of these general terms and conditions), small irregularities and weld seams can be seen or felt or colour deviations of the various parts of a Fireplace can occur compared to what the Customer has seen and/or felt in the showroom, on a sample or via the configurator. This does not constitute a ground for complaint.

Article 12 – Liability

- 12.1 Brand & Young is only liable for damage suffered by the Customer as a direct consequence of Brand & Young culpably failing to fulfil one of its obligations.
- 12.2 Brand & Young is not liable for damage suffered by the Customer as a consequence of the Customer providing no, incorrect and/or incomplete information to Brand & Young.
- 12.3 Brand & Young is in no event liable for any consequential or indirect damage suffered by the Customer, including but not limited to business interruption loss, loss of profit, fines, transport costs and travel and accommodation costs.
- 12.4 Brand & Young's liability is in any case limited to compensation of the direct damage suffered by the Customer as a direct consequence of a culpable failure or a series of related culpable failures in the performance of the Agreement. Such liability for direct damage is limited to the amount paid by Brand & Young's insurance company in the relevant case, plus any excess due by Brand & Young under the insurance taken out.
- 12.5 If Brand & Young's liability insurance company refuses to pay or if there is no liability insurance in effect, Brand & Young's liability will be limited to an amount of no more than 50% of the price of the Work in the context of which the damage-causing event occurred (exclusive of VAT) up to a maximum of €10,000, unless the Customer demonstrates that Brand & Young acted with deliberate intent or recklessness.
- 12.6 The Customer indemnifies Brand & Young against claims from third parties against Brand & Young if Brand & Young caused damage as a consequence of the Customer or third parties engaged by the Customer providing insufficient, incomplete or incorrect information and the damage could have been prevented or limited if sufficient, complete and correct information had been provided.
- 12.7 Brand & Young is not liable towards the Customer for damage due to intent/negligence/imputable acts or incorrect or improper use by the Customer.
- 12.8 Brand & Young is not liable towards the Customer for damage resulting from starting to use the Work or part of it before completion.
- 12.9 It is the Customer's responsibility to take out insurance for the Fireplace and for possibly notifying the buildings and/or household contents insurance company of installation of a Fireplace, and the Customer indemnifies Brand & Young against claims in this respect.

Article 13 – Retention of title

- 13.1 Fireplaces supplied by Brand & Young remain the property of Brand & Young for as long as the Customer has not fulfilled their payment obligations towards Brand & Young.
- 13.2 If Brand & Young's entitlement to retention of title is cancelled on account of accession or specification, the Customer will grant Brand & Young a non-possessory (undisclosed) pledge on the object subject to accession or specification. Such pledge constitutes security for all amounts owed and to be owed by the Customer to Brand & Young.

Article 14 – Termination and cancellation of the Agreement

- 14.1 The Customer may not terminate or cancel the Agreement without Brand & Young's written consent. If Brand & Young gives its consent (or if it turns out that the Customer was authorised to terminate the Agreement), the

Customer will owe Brand & Young an immediately payable compensation amounting to the agreed price minus any savings resulting from termination on the part of Brand & Young. The compensation owed by the Customer amounts to at least 70% of the agreed price. This is because of the fact that the Fireplaces are custom made (see Article 3.3 of these general terms and conditions) and there is very little chance of Brand & Young being able to sell a Fireplace ordered by the Customer under the Agreement to a third party at the same price.

Article 15 – The webshop and conditions (for Consumers only)

Brand & Young applies specific conditions for websites operated by it. These conditions can be found in a separate section at the end of this general section and constitute the integral text of Article 15 of these general terms and conditions.

Article 16 – Applicable law and jurisdiction

- 16.1 The legal relationship (including the Agreement) between Brand & Young and the Customer is exclusively subject to Dutch law.
- 16.2 The Vienna Sales Convention does not apply to the Agreement.
- 16.3 All disputes between Brand & Young and the Customer (Entrepreneur) will be settled exclusively by a Dutch court and, in first instance, by the competent judge of the Gelderland District Court, Arnhem location. Brand & Young may deviate from this and apply the statutory jurisdiction rules by summoning the Customer (Entrepreneur) to appear before the competent court of the place where the Customer (Entrepreneur) has their residence, registered office or business address.
- 16.4 Disputes between Brand & Young and the Customer (Consumer) will be settled by the court having jurisdiction under the law.

BRAND &
YOUNG®

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Article 15 – The webshop and conditions (for Consumers only)

- 15.1 In these specific conditions regarding offers, purchases, returns and the like through or using the website www.brandyoung.com or www.brandyoung.nl (which websites belong to Brand & Young), the following definitions apply:
- **Webshop Agreement:** the purchase agreement between the Consumer and Brand & Young regarding the sale and purchase of one or more Items and all that relates to this (such as, for example, a quotation, questions, revocation, complaints).
 - **Item(s):** the movable property offered on the website (such as, for example, bioethanol).
- 15.2 These conditions can be accessed and consulted at, and downloaded from, the website (so that they can be easily stored on a permanent data carrier) before conclusion of the Webshop Agreement. At the Consumer's request, Brand & Young will send a hard copy of the general terms and conditions free of charge.
- 15.3 By placing an order on the website, the Consumer indicates agreement with the delivery and payment conditions.

Offers and the Webshop Agreement

- 15.4 Offers are without obligation, unless explicitly stated otherwise in the offer.
- 15.5 Upon acceptance of an offer by the Consumer, Brand & Young reserves the right to revoke or deviate from the offer within 3 working days following receipt of acceptance.
- 15.6 Offers from Brand & Young do not automatically apply to repeat orders.
- 15.7 Brand & Young cannot be obliged to uphold its offer if the Consumer ought to have understood that the offer, or part of it, contains a manifest error or slip of the pen.
- 15.8 Offers are valid while stocks last.
- 15.9 All images, photos, drawings, weights, measurements, colours and other information on the website are estimates or indicative and the Consumer cannot derive any rights from these.
- 15.10 The Webshop Agreement takes effect upon acceptance of Brand & Young's offer and the associated payment and other conditions by the Consumer.
- 15.11 In derogation of Article 15.10, Brand & Young may refuse orders or commissions without giving reasons or accept them only on the condition that shipment will be effected cash on delivery or following prepayment.

Revocation right and exclusions

- 15.12 The Consumer can dissolve a Webshop Agreement without giving reasons during a cooling-off period of 14 days. Brand & Young may ask the Consumer to give their reasons for the revocation, but it cannot demand the Consumer to do so.
- 15.13 The cooling-off period in Article 15.12 commences on the day following receipt of the Item by the Consumer or a third party designated beforehand by the Consumer, excluding the transport company, or:
- if the Consumer's order relates to more than one Item: the day on which the Consumer, or a third party designated by it, has received the final Item. Brand & Young may refuse an order of more than one Item with differing delivery times, provided that it has informed the Consumer of this clearly and properly prior to the ordering process.
 - if the delivery of an Item consists of various shipments or parts: the day on which the Consumer, or a third party designated by it, has received the final shipment or part;
 - in the event of agreements for regular delivery of Items during a particular period: the day on which the Consumer, or a third party designated by it, has received the first Item.
- 15.14 If Brand & Young failed to provide the Consumer with information regarding the right of revocation or the revocation model form, as required by law, the cooling-off period ends no later than twelve months after the end of the original cooling-off period as determined in accordance with the previous paragraphs of this article.
- 15.15 If Brand & Young provided the information referred to in the previous paragraph to the Consumer within twelve months following the start date of the original cooling-off period, the cooling-off period ends 14 days after the day on which the Consumer received such information.
- 15.16 The Consumer does not have a right of revocation under the agreements referred to in Section 6:230p of the Dutch Civil Code. This includes in any case the Webshop Agreement under which Items are delivered that (i) decay quickly or have a limited shelf life and/or (ii) are not fit for being returned for reasons of health protection or hygiene and whose seal was broken after delivery and/or (iii) have been irrevocably mixed with other items after delivery on account of their nature.

Exercising the right of revocation

- 15.17 The Consumer will handle the Item and packaging with due care during the cooling-off period. The Consumer will only unpack or use the Item to the extent necessary to determine the nature, characteristics and operation of the Item. As a rule, the Consumer may only handle and inspect the Item as they would in a shop.
- 15.18 The Consumer is liable towards Brand & Young for any decline in value of the Item resulting from handling the Item outside the scope of the limits referred to in Article 15.17.
- 15.19 If the Consumer exercises their right of revocation, they will notify Brand & Young thereof within the cooling-off period using the revocation model form or in any other unambiguous way.
- 15.20 The Consumer will return the Item to Brand & Young's address as soon as possible and no later than 14 days from the day following the notification referred to in Article 15.19.
- 15.21 The Consumer will return the Item including all accessories supplied, and where reasonably possible in the original condition and packaging, and further with a copy of the invoice and in accordance with the reasonable and clear instructions given by Brand & Young. Brand & Young will ask the Consumer for the reason of the revocation but the Consumer is not obliged to answer this question.
- 15.22 The Consumer bears the risk and burden of proof regarding the correct and timely exercise of the right of revocation.
- 15.23 The Consumer pays the direct costs for returning the Item.

Brand & Young and the right of revocation

- 15.24 Brand & Young will reimburse all payments made by the Consumer, including any delivery costs invoiced by Brand & Young for the returned Item, without delay, but in any case no later than 14 days following the day of the Consumer notifying Brand & Young of the revocation. Brand & Young may defer the reimbursement until it has received the Item or, if this is earlier, until the Consumer demonstrates that they have returned the Item in the correct manner.
- 15.25 Brand & Young uses the same payment method for the reimbursement as used by the Consumer, unless the Consumer consents to another method.
- 15.26 If the Consumer has chosen a delivery method that is more expensive than the cheapest standard delivery method, Brand & Young will not reimburse the additional costs of the more expensive method to the Consumer.

Delivery & prices

- 15.27 The place of delivery is the address indicated by the Consumer to Brand & Young.
- 15.28 With due observance of the provisions of this article regarding offers, Brand & Young will carry out accepted orders promptly, but no later than 30 days, unless another delivery term has been agreed with the Consumer.
- 15.29 If the delivery is delayed, or if an order or part of an order cannot be carried out, the Consumer will be notified within 30 days of placing the order. In that event, the Consumer may dissolve the Webshop Agreement free of charge and is entitled to possible damages.
- 15.30 Following dissolution on the grounds of the previous paragraph, Brand & Young will reimburse the amount paid by the Consumer without delay.
- 15.31 Brand & Young bears the risk of damage to or loss of the Items until the moment of delivery to the Consumer or a representative designated and notified to Brand & Young beforehand, unless explicitly agreed otherwise.
- 15.32 Prices on the Website will not be increased during the term of the offer, unless necessitated by legal measures (such as a change of VAT rates).
- 15.33 All prices on the Website are in euros and include 21% VAT.

Performance of Webshop Agreement and guarantee

- 15.34 Brand & Young guarantees that the Item corresponds with the Webshop Agreement and has the specifications mentioned in the offer on the Website.
- 15.35 Brand & Young guarantees to the Consumer that the Items delivered by it fulfil the requirements of usability, reliability and service life as intended in all reasonableness by the parties in the Webshop Agreement and, in line with that, Brand & Young warrants the manufacturer's guarantee for the Item delivered to the Consumer.
- 15.36 The Consumer is obliged to read the instructions on the packaging and/or the user instructions and/or manual before using the Item and act in accordance with the instructions and/or manual. Brand & Young is not liable for any damage caused by the Consumer, among other things to the Item, or for the Item becoming unusable if the Consumer has acted in breach of this obligation.
- 15.37 The Consumer is obliged to check the delivered Item immediately upon receipt. If the Item appears to be wrong, defective, incomplete or damaged, the Consumer will notify Brand & Young immediately in writing. If the Consumer's complaint is justified, they will return the Item to Brand & Young. The instructions and provisions of this article regarding exercising the right of revocation apply by analogy to this situation.
- 15.38 If after detecting a situation as referred to in Article 15.37 an Item is used by or on behalf of the Consumer or if more damage is caused to the Item, Brand & Young may reduce the amount to be reimbursed to the Consumer for the Item.

