

BMP General terms and conditions

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Article 1 – Definitions

In these Terms and Conditions:

- **Cooling-off period:** the period within which the consumer can make use of their right of withdrawal.
- **Consumer:** a natural person who is not acting in the exercise of a profession or business and enters into a distance contract with the entrepreneur.
- **Day:** a calendar day.
- **Duration transaction:** a distance contract concerning a series of products and/or services, the delivery and/or purchase obligation of which is spread over time.
- **Durable data carrier:** any tool that enables the consumer or entrepreneur to store information addressed personally to them in a way that makes future consultation and unchanged reproduction of the stored information possible.
- **Right of withdrawal:** the consumer's option to withdraw from the distance contract within the cooling-off period.
- **Model form:** the model withdrawal form that the entrepreneur makes available, which the consumer can fill in if they wish to exercise their right of withdrawal.
- **Entrepreneur:** the natural or legal person offering products and/or services to consumers at a distance.
- **Distance contract:** an agreement in which, within the framework of a system organized by the entrepreneur for distance sales of products and/or services, exclusive use is made of one or more means of distance communication until and including the conclusion of the agreement.
- **Means of distance communication:** a means that can be used to conclude a contract without the consumer and entrepreneur being in the same place at the same time.
- **General Terms and Conditions:** these General Terms and Conditions of the entrepreneur.

Article 2 – Identity of the Entrepreneur

- **Company name:** BMP
- **Entrepreneur's name:** B.M. Ploeger
- **Business address:** Rondeelstraat 22, 3813ZV Amersfoort, Netherlands
- **Phone number:** +31 638263251
- **Email address:** info@bikolo.nl
- **Chamber of Commerce number:** 74103180
- **VAT identification number:** NL002318479B14

Article 3 – Applicability

1. These General Terms and Conditions apply to every offer made by the entrepreneur and to every distance contract and order concluded between the entrepreneur and the consumer.
2. Before the distance contract is concluded, the text of these General Terms and Conditions will be made available to the consumer. If this is not reasonably possible, the entrepreneur will indicate before the contract is concluded how the Terms and Conditions can be inspected and that they will be sent free of charge upon request.
3. If the contract is concluded electronically, the text of these Terms and Conditions may, in deviation from the previous paragraph, be provided to the consumer electronically in such a way that it can be stored easily by the consumer on a durable data carrier. If this is not reasonably possible, the entrepreneur will indicate where they can be viewed electronically and that they will be sent electronically or otherwise free of charge upon request.
4. If specific product or service conditions also apply, the second and third paragraphs apply accordingly, and in the event of conflicting conditions, the consumer may always rely on the provision most favorable to them.
5. If any provision of these Terms and Conditions is found to be null or void, the remainder of the agreement remains in effect, and the provision in question will be replaced by one that approaches the original intent as closely as possible.
6. Situations not covered by these Terms and Conditions should be assessed "in the spirit" of these Terms and Conditions.
7. Ambiguities about the interpretation or content of one or more provisions should be interpreted "in the spirit" of these Terms and Conditions.

Article 4 – The Offer

1. If an offer has a limited validity period or is subject to conditions, this will be stated explicitly.
2. The offer is non-binding. The entrepreneur is entitled to change and adapt the offer.
3. The offer contains a complete and accurate description of the offered products and/or services to allow proper consumer assessment. Images used are a truthful representation of the offered products and/or services. Obvious mistakes or errors do not bind the entrepreneur.
4. All images, specifications, and data in the offer are indicative and cannot give rise to compensation or dissolution of the agreement. The entrepreneur cannot guarantee that the colors displayed exactly match the actual colors of the products.
5. Each offer contains sufficient information for the consumer to understand the rights and obligations attached to accepting the offer, including:
 - the price including taxes;
 - any shipping costs;
 - the manner in which the contract will be concluded;
 - whether the right of withdrawal applies;
 - the method of payment, delivery, and performance;
 - the period for accepting the offer;
 - whether the contract will be archived and how it can be accessed;
 - how the consumer can check and, if necessary, correct provided data before concluding the contract;
 - any other languages in which the contract can be concluded;
 - codes of conduct to which the entrepreneur is subject;
 - the minimum duration of a duration contract.

Article 5 – The Agreement

1. The agreement is concluded, subject to the provisions of paragraph 4, when the consumer accepts the offer and meets the conditions set.
2. If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm receipt of the acceptance electronically. As long as this confirmation has not been received, the consumer may dissolve the agreement.
3. If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to secure electronic data transfer and ensure a safe online environment. If the consumer can pay electronically, the entrepreneur will take appropriate security measures.
4. The entrepreneur may – within legal limits – check whether the consumer can meet their payment obligations, as well as inquire about facts important for a responsible conclusion of the distance contract. If, based on this investigation, the entrepreneur has valid reasons not to conclude the contract, they are entitled to refuse an order or attach special conditions.
5. The entrepreneur will include the following information in writing or in a way that it can be stored on a durable medium with the product or service:
 - The business address of the entrepreneur where the consumer can lodge complaints;
 - The conditions and method for exercising the right of withdrawal, or a clear statement if the right of withdrawal does not apply;
 - Information about guarantees and after-sales service;
 - The price including all taxes, delivery costs, and payment details;
 - For duration contracts, the cancellation conditions.
6. In the case of a long-term transaction, the provision in the previous paragraph applies to the first delivery only.

Article 6 – Right of Withdrawal

Upon purchasing products, the consumer has a period of **14 days** from the day after receipt to dissolve the agreement without stating reasons. The entrepreneur may ask for the reason, but the consumer is not obliged to provide one.

Article 7 – Costs in the Event of Withdrawal

1. If the consumer exercises the right of withdrawal, they must return the product in its original condition and packaging as reasonably possible.
2. The direct cost of returning goods is borne by the consumer.
3. If the consumer has made a payment, the entrepreneur will refund this amount as soon as possible, but no later than 14 days after withdrawal, using the same payment method used by the consumer. Refunds may be withheld until the product is received or the consumer proves it has been returned.

Article 8 – Exclusion of the Right of Withdrawal

The right of withdrawal may be excluded for:

- Products made to the consumer's specifications;
- Products that spoil quickly or have a limited shelf life;
- Sealed products that, for health or hygiene reasons, are not suitable for return once unsealed;
- Digital content not supplied on a tangible medium, if performance has begun with the consumer's consent.

Article 9 – The Price

1. During the validity period stated in the offer, prices will not be increased except for VAT rate changes.
2. Price increases within 3 months after contract conclusion are only allowed if they result from legal regulations or provisions.
3. Prices in the offer include VAT.

Article 10 – Conformity and Warranty

1. The entrepreneur guarantees that products meet the contract, the specifications stated in the offer, reasonable requirements of usability and soundness, and applicable legal provisions.
2. Any warranty offered by the entrepreneur does not affect the consumer's legal rights.

Article 11 – Delivery and Execution

1. The entrepreneur will take the greatest possible care in receiving orders and executing product deliveries.
2. The delivery address is the one provided by the consumer to the entrepreneur.
3. Accepted orders will be executed promptly, but no later than **30 days**, unless otherwise agreed.
4. If delivery is delayed, the consumer will be notified, and may terminate the contract without cost.
5. In the event of termination, the entrepreneur will refund payments promptly.
6. Risk of damage or loss passes to the consumer upon delivery, unless otherwise agreed.

Article 12 – Duration Transactions: Duration, Termination, and Renewal

1. The consumer may terminate an indefinite contract at any time with a notice period of one month.
2. A fixed-term contract can be terminated at the end of the agreed period with a notice period of one month.
3. Renewal of fixed-term contracts is only permitted with explicit consumer consent.

Article 13 – Payment

1. Unless otherwise agreed, amounts owed by the consumer must be paid within 14 days of the start of the cooling-off period or, in the absence of such a period, within 14 days after contract conclusion.
2. The consumer must immediately report inaccuracies in provided or stated payment details to the entrepreneur.
3. In the event of non-payment, the entrepreneur has the right to charge statutory interest and reasonable collection costs.

Article 14 – Complaints Procedure

1. The entrepreneur has a well-publicized complaints procedure and handles complaints according to this procedure.
2. Complaints about the performance of the contract must be submitted promptly, fully, and clearly described to the entrepreneur.
3. Complaints are answered within 14 days from receipt. If more time is needed, the consumer will be informed with an expected resolution date.
4. If the complaint cannot be resolved by mutual agreement, it becomes a dispute subject to Article 15.

Article 15 – Disputes

Contracts between the entrepreneur and consumer are governed exclusively by **Dutch law**.

Article 16 – Additional or Deviating Provisions

Additional or deviating provisions may not be to the consumer's disadvantage and must be recorded in writing or on a durable medium.