

HISWA GENERAL TERMS AND CONDITIONS FOR E-COMMERCE

applicable to contracts entered into over the Internet

These General Terms and Conditions for E-commerce of HISWA Association (Dutch Association of Proprietors in the Water Sports Industry) have been drawn up in consultation with the consumers' Association (*Consumentenbond*) and Royal Dutch Touring Club ANWB (ANWB) under the Self-Regulation Coordination Group of the Social Economic Council. The Terms and Conditions are applicable exclusively to members of HISWA Association, and HISWA Association will take action against any misuse thereof. The Terms and Conditions have been filed at the District Court Registry in Amsterdam on the 21st of June 2018 under number 64/2018.

ARTICLE 1- DEFINITIONS

The following definitions are used in these Terms and Conditions:

- a. *Entrepreneur*: an individual or legal entity that, as a member of HISWA Association, offers products and/or services remotely to consumers and enters into contracts remotely with consumers.
- b. *Consumer*: an individual, not acting in the exercise of his profession or business but in a personal capacity, who enters into a contract remotely with an entrepreneur that is a member of HISWA Association.
- c. *Parties*: the entrepreneur and the consumer, as described in a. and b.
- d. *Distance contract*: a contract for which, within the framework of a system for distance selling of products and/or services at a distance set up by the entrepreneur. A feature of this contract is that, up to and including the conclusion of the contract, use is made exclusively of one or more remote communication techniques.
- e. *Remote communication technique*: a tool that can be used for concluding a contract without the consumer and the entrepreneur being in the same location simultaneously.
- f. *Electronic*: by e-mail or via a website.
- g. *Cooling-off period*: the period during which a consumer can exercise his right of withdrawal.
- h. *Right of withdrawal*: a consumer's right to withdraw from the distance contract within the cooling-off period.
- i. *Day*: calendar day.
- j. *Continuing performance contract*: a distance contract relating to a series of products and/or services under which the obligation to deliver or purchase is spread over a period of time.
- k. *Durable data carrier*: any tool enabling a consumer or entrepreneur to store information personally addressed to him in such a manner as to allow future retrieval and unaltered reproduction of such information.
- l. *Disputes Committee*: the Water Recreation Disputes Settlement Committee in The Hague.

All the amounts stated in these General Terms and Conditions are inclusive of VAT.

ARTICLE 2 – APPLICABILITY OF THESE TERMS AND CONDITIONS

1. These Terms and Conditions apply to all offers made by the entrepreneur to the consumer and all distance contracts concluded between the consumer and the entrepreneur.
2. Prior to the conclusion of a distance contract, the entrepreneur provides the consumer with a copy of these General Terms and Conditions. Should this prove to be impossible within reason, the entrepreneur must notify the consumer prior to the conclusion of the distance contract that the General Terms and Conditions may be inspected at the entrepreneur's premises and that, if so requested, they will be sent as soon as possible to the consumer at no charge.
3. If the distance contract is concluded by electronic means, the entrepreneur may – contrary to the provisions of the preceding clause – also send these Terms and Conditions to the consumer by electronic means. The entrepreneur has to do this before the distance contract is concluded and in such a way that it is easy for the consumer to store the Terms and Conditions on a durable data carrier.

4. Should it prove impossible within reason for the entrepreneur to follow the procedure set out in clause 3, the entrepreneur must notify the consumer – prior to the conclusion of the distance contract – of the manner in which the consumer can consult the General Terms and Conditions. If so requested, the entrepreneur must also send the Terms and Conditions to the consumer at no charge, by electronic means or otherwise.
5. Should other specific terms and conditions – including HISWA terms and conditions – apply in addition to these General Terms and Conditions, the provisions of clauses 2, 3 and 4 continue to apply. In the event that any of the Terms and Conditions conflict, the consumer always has the right to invoke the applicable provisions that are most favourable for him, unless such contradictions have arisen from translation.

ARTICLE 3 – THE OFFER

1. If an offer has a limited validity or is valid only under specific conditions, the entrepreneur must state this expressly in the offer.
2. In his offer the entrepreneur is to give a complete and accurate description of the products and/or services offered. This description must be sufficiently detailed to allow the consumer to properly assess the offer. If the entrepreneur uses images, they must give a true picture of the products and/or services offered. If there are manifest mistakes or errors in the offer, it is not binding on the entrepreneur.
3. In his offer the entrepreneur is to state clearly what the rights and duties of the consumer are if the consumer does not accept the offer. The entrepreneur is to mention in particular:
 - the price including taxes
 - the delivery costs, if applicable
 - the way in which the contract is to be formed and the actions needed for that purpose
 - whether or not there is a right of withdrawal
 - the method of payment, delivery or execution of the contract
 - the deadline for accepting the offer or the period within which the quoted price is valid
 - the rate for remote communication (this has to be mentioned only if the rate differs from the basic rate for remote communication)
 - the way in which the consumer can consult the contract after its formation (this has to be mentioned only if the contract is to be archived after its formation)
 - the way in which the consumer can find out before the contract is concluded whether specific actions have been carried out and how the consumer can rectify these actions before the contract is formed
 - the languages other than Dutch in which the contract may be concluded
 - the codes of conduct that the entrepreneur has endorsed and how the consumer can consult such codes of conduct by electronic means
 - the minimum term of the distance contract if it is a contract for a product or service that is to be delivered continuously or periodically.

ARTICLE 4 – THE CONTRACT

1. Subject to the provisions of clause 4, a contract is formed once the consumer accepts the offer and complies with the associated terms and conditions.
2. If the consumer accepts the offer by electronic means, the entrepreneur must immediately send confirmation to the consumer by electronic means. As long as this confirmation has not been sent, the consumer has the right of withdrawal from the contract.
3. If the contract is formed by electronic means, the entrepreneur must take appropriate technical and organizational measures to secure the transfer of data by electronic means and provide for a secure web environment. If the consumer is able to make electronic payments, the entrepreneur must take appropriate security measures for that purpose.
4. Within legal frameworks, the entrepreneur is entitled to make inquiries into whether the consumer is able to meet his payment obligations and into all facts and factors relevant to concluding the distance contract in a responsible manner. If the entrepreneur, based on his inquiries, has good grounds for not entering into the contract, he has the right to refuse an order or request or to impose special conditions on the execution therefore, stating those grounds.

5. The entrepreneur is to send the following information to the consumer no later than when the product or service is delivered:
 - a. The street address of the entrepreneur's branch to which the consumer may submit complaints.
 - b. The conditions under which and the manner in which the consumer may make use of the right of withdrawal. If the right of withdrawal is not applicable, the entrepreneur is to mention this explicitly.
 - c. Information about the after-sales service and warranties.
 - d. The information stated in Article 3 clause 3 of these Terms and Conditions, unless the entrepreneur has provided that information to the consumer prior to the execution of the contract.
 - e. The rules for terminating the contract if the contract has a term of longer than one year or is for an indefinite period.
 - f. If the consumer a right of withdrawal, the standard withdrawal form.The entrepreneur is to send this information in writing or in such a way that it is easy for the consumer to store the information on a durable data carrier.
6. If the entrepreneur has undertaken to deliver a series of products or services, he has to provide the information referred to in clause 5 only at the time of the first delivery.

ARTICLE 5 - RIGHT OF WITHDRAWAL

With respect to the delivery of products:

1. After purchasing a product the consumer has the right for a minimum of 14 days to terminate the contract without giving reasons. This period – known as the cooling-off period – starts on the day after the consumer – or someone on his behalf – has received the product. There are three exceptions to this:
 - a. If the consumer has ordered several products at the same time, the cooling-off period starts on the day on which the consumer – or someone on his behalf – has received the last of those products. Additionally, the entrepreneur may refuse a delivery of several products with different delivery times, but only if the entrepreneur has made this clear to the consumer prior to the ordering process.
 - b. If the delivery of a product consists of different shipments or parts, the cooling-off period starts on the day on which the consumer – or someone on his behalf – has received the last shipment or part.
 - c. If the consumer has ordered a product that is to be delivered at regular times in a particular period, the cooling-off period starts on the day on which the consumer – or someone on his behalf – has received the first product.

With respect to the provision of services:

2. If the consumer has entered into a contract for the provision of a service, he has the right for a minimum of 14 days to terminate that contract without giving reasons. This cooling-off period starts on the day after the consumer has entered into the contract.
3. To make use of the right of withdrawal the consumer must follow the instructions given by the entrepreneur at the time of the offer and/or no later than the time of provision of a service. These instructions must be reasonable and clear.

Extended cooling-off period if no information has been given about the right of withdrawal:

4. If the entrepreneur has not provided the consumer with the legally required information about the right of withdrawal or with the standard withdrawal form, the consumer gets an extended cooling-off period, which ends 12 months after the end of the original cooling-off period. The length of the original cooling-off period is set out in clauses 1 and 2 of this Article.
5. If the entrepreneur provides the consumer with the legally required information about the right of withdrawal within 12 months after the original cooling-off period takes effect, the cooling-off period ends 14 days after the day on which the consumer received the information.

ARTICLE 6 - THE CONSUMER'S OBLIGATIONS DURING THE COOLING-OFF PERIOD

1. During the cooling-off period the consumer handle the product and its packaging with care. He must unpack or use the product only to the extent needed to determine the nature and characteristics of the product and how it works. The guiding principle in this is that the consumer is to handle and inspect the product in the same way as he would be allowed to do in a shop.

2. If the value of the product has diminished during the cooling-off period, the consumer is liable only if that reduction in value is the result of the consumer handling the product in a less careful manner than that described in clause 1.
3. The consumer is not liable for a reduction in value of the product if the entrepreneur has not provided him/her with all the legally required information about the right of withdrawal before or at the time that the contract was concluded.

ARTICLE 7 – USING THE RIGHT OF WITHDRAWAL AND THE COSTS THEREOF

1. If the consumer makes use of his right of withdrawal, he must inform the entrepreneur during the cooling-off period by using the standard withdrawal form or in another explicit manner.
2. After the consumer has given notice in accordance with clause 1 he must send the product back as soon as possible or hand it over to the entrepreneur or a representative of the entrepreneur, in any event within 14 days after the day on which notice was given. The consumer is not obliged to send the product back if the entrepreneur has offered to collect the product.
3. The consumer is to send the product back with all the supplied accessories, if this is possible within reason, in the original condition and packaging. To that end he must follow the instructions given by the entrepreneur. Those instructions must be reasonable and clear.
4. If doubts arise as to whether the right of withdrawal has been exercised correctly and punctually, it is up to the consumer to show that he has complied with the rules. The risk and the burden of proof lie with the consumer.
5. The direct costs of sending the product back are for the consumer's account, provided that the entrepreneur has notified the consumer of this in advance. If the entrepreneur has not done so or if the entrepreneur has stated that he will bear the costs, the consumer does not have to pay the costs.
6. If the consumer has entered into a contract for the provision of a service or for the delivery of gas, water or electricity, he may ask the entrepreneur to start this service or delivery during the cooling-off period. If having done so the consumer nevertheless withdraws from the contract, he has to pay the entrepreneur an amount proportional to the part of the service or delivery that the entrepreneur has undertaken at the moment of withdrawal, compared with the total service or delivery laid down in the contract. This does not apply in the case of the supply of a small volume of gas, water or electricity, in a gas cylinder or jerry can for example.
7. The payment obligation provided for in clause 6 does not hold good:
 - a. if the entrepreneur has not provided the consumer with the legally required information about the right of withdrawal before and the associated costs, or with the standard withdrawal form or
 - b. if the consumer has not asked the entrepreneur explicitly to start providing the service or delivering the gas, water or electricity during the cooling-off period.
8. If the consumer has entered into a contract for the delivery of digital content that is not provided on a tangible medium, the entrepreneur may start delivering this content during the cooling-off period. If having the consumer withdraws from the contract after the delivery has started, he has to pay the entrepreneur an amount for the content delivered up to that moment. The consumer does not have to pay that amount if:
 - a. prior to the delivery the consumer has not given the entrepreneur explicit permission to start the delivery during the cooling-off period or
 - b. the consumer has not stated explicitly that he loses his right of withdrawal by granting such permission or
 - c. the entrepreneur has failed to confirm the consumer's waiver of his right of withdrawal.
9. If the consumer makes use of his right of withdrawal, all supplementary contracts are terminated by operation of law.

ARTICLE 8 - THE ENTREPRENEUR'S OBLIGATIONS IN THE EVENT OF WITHDRAWAL

1. If the entrepreneur gives the consumer the opportunity to withdraw from the contract by electronic means, the entrepreneur sends the consumer a confirmation of receipt immediately after receiving that notification.
2. In the event of a withdrawal the entrepreneur refunds all the consumer's payments, including any delivery costs that the entrepreneur has charged for the returned product. He pays this amount immediately but in any case within 14 days after the day on which the consumer has given notice of the withdrawal. The entrepreneur may wait to make the refund until he has received the product or

until the consumer has demonstrated that he has sent the product back, whichever is earlier. This does not apply if the entrepreneur has offered to collect the product.

3. For the refund the entrepreneur uses the same payment medium that the consumer used, unless the consumer consents to another method. The refund is free of charge for the consumer.
4. If the consumer has opted for a more expensive delivery method than the cheapest standard delivery, the entrepreneur does not have to pay back the cost of the more expensive method.

ARTICLE 9 – EXCLUSION FROM THE RIGHT OF WITHDRAWAL

The entrepreneur may exclude the following products and services from the right of withdrawal, but only if he has stipulated it clearly in the offer – and in any event in a timely manner before the contract is concluded:

1. Products or services of which the price is linked to fluctuations on the financial market over which the entrepreneur has no influence and which could occur within the withdrawal period.
2. Contracts that have been concluded during a public auction. A public auction is taken to mean a sales method with the following characteristics:
 - a. The entrepreneur offers products, digital content and/or services to the consumer.
 - b. The consumer attends the auction in person or gets the opportunity to do so.
 - c. The products are offered and sold by an auctioneer.
 - d. The highest bidder is obliged to purchase the products, digital content and/or services.
3. Contracts for services, after those services have been provided in full. The entrepreneur may exclude the services from the right of withdrawal only if:
 - a. the provision has begun with the prior express consent of the consumer and
 - b. the consumer has stated that he loses his right of withdrawal once the entrepreneur has performed the contract in full.
4. Package tours as provided for in Article 7:500 of the Dutch Civil Code, and contracts for passenger transport.
5. Contracts for the hire of accommodation if:
 - a. a specific date or period for the use of the accommodation has been laid down in the contract and
 - b. the accommodation is not made available for residential purposes, transport of goods, car hire services or catering.
6. Contracts for a form of leisure activity on a specific date or in a period that has been laid down in the contract.
7. Products that have been manufactured in accordance with the consumer's specifications, that are not prefabricated, that have been made on the basis of an individual choice or decision by the consumer, or that are clearly intended for a specific person.
8. Products that perish rapidly or that have a limited shelf life.
9. Sealed products which for reasons of health or hygiene are not suitable to be returned and whose seal has been broken after delivery.
10. Products that because of their nature have been irrevocably mixed with other products after delivery.
11. Alcoholic drinks:
 - a. whose price has been agreed when the contract was concluded, but that can be delivered only after 30 days and
 - b. whose actual value is subject to market fluctuations over which the entrepreneur has no control.
12. Sealed audio and video recordings and computer software of which the seal has been broken after delivery.
13. Newspapers, journals or magazines, with the exception of subscriptions thereto.
14. The delivery of digital content that is not provided on a tangible medium. The entrepreneur may exclude that delivery from the right of withdrawal if:
 - a. the delivery has begun with the prior express consent of the consumer and
 - b. the consumer has stated that he thereby loses his right of withdrawal.

ARTICLE 10 - PRICE

1. During the period of validity stated in the offer, the prices of the products and/or services offered may not be increased, unless such increases are caused by changes in taxation, excise duties and similar levies imposed by the government.

2. Contrary to the provisions of the preceding clause, the entrepreneur may use variable prices for products or services whose prices are linked to fluctuations on the financial market that are beyond the entrepreneur's control. The entrepreneur must then state in the offer that the final price is linked to fluctuations and that the prices stated are purely indicative.
3. Prices may be increased within three months after the formation of the contract only if such increases are as a result of statutory regulations or provisions.
4. Price increases are permitted as from three months after the formation of the contract only if:
 - a. the entrepreneur has stipulated this in the contract and these price increases are as a result of statutory regulations or provisions or
 - b. the entrepreneur has stipulated this in the contract and the consumer has the right to terminate the contract before the day on which the price increase takes effect.
5. The prices of the products or services mentioned in the offer are inclusive of VAT.

ARTICLE 11 – CONFORMITY AND EXTRA WARRANTY

1. The entrepreneur warrants that the products and/or services he delivers are in accordance with:
 - a. the contract
 - b. the specifications mentioned in the offer
 - c. the reasonable requirements of soundness and/or usability
 - d. the statutory provisions and/or government regulations applicable on the date of formation of the contract.
2. If the entrepreneur, manufacturer or importer gives an extra warranty on a product and/or service, such warranty does not alter the legal rights that the consumer may enforce against the entrepreneur if the latter fails to perform his part of the contract.
3. Extra warranty is taken to mean any contract in which the entrepreneur or his supplier, importer or producer promises the consumer particular properties of the product and/or service in addition to those that the consumer could reasonably expect of the entrepreneur without that extra warranty.

ARTICLE 12 - DELIVERY AND EXECUTION

1. The entrepreneur must exercise the greatest possible care when receiving and executing orders for products and when assessing requests for the provision of services.
2. The product or service is to be delivered to the address that the consumer has provided to the entrepreneur, unless the parties have agreed otherwise.
3. The entrepreneur is to execute accepted orders expeditiously, but within no more than 30 days, unless a longer delivery period has been agreed in accordance with the provisions of Article 3 of these General Terms and Conditions. If delivery is delayed or if an order cannot be executed or can be executed only in part, the Consumer must be notified no later than one month after the date of the order. In that event, the Consumer has the right to terminate the contract at no charge and is entitled to damages where applicable.
4. If the consumer has terminated the contract on the basis of the provisions of clause 3, the entrepreneur must refund any amount already paid by the consumer as soon as possible, but in any event no later than 30 days after the termination.
5. If delivery of an ordered product proves to be impossible, the entrepreneur must make an effort to make a replacement product available. The Consumer must be notified, in clear and understandable terms and no later than at the time of delivery, that a replacement product is to be delivered. The right of withdrawal cannot be excluded in the event that a replacement product is delivered. Any costs incurred in returning the product are for the account of the entrepreneur.
6. Unless the parties have expressly agreed otherwise, the risk of products being damaged and/or lost is borne by the entrepreneur until delivery to the Consumer takes place.

ARTICLE 13 - DURATION, TERMINATION AND EXTENSION OF CONTINUING PERFORMANCE CONTRACTS

Cancellation

If the consumer enters into a contract for the regular delivery of products, electricity or services (a continuing performance contract), it may be terminated subject to the following rules:

1. In the case of a contract for an indefinite period the consumer may terminate it at any time, provided that he observes the termination rules agreed with the entrepreneur and gives notice of no more than one month.

2. In the case of a fixed-term contract the consumer may terminate it at any time after the end of the agreed period, provided that he observes the termination rules agreed with the entrepreneur and gives notice of no more than one month.
3. The following also apply to the above-mentioned terminations:
 - the consumer's notice period is no longer than that of the entrepreneur
 - the termination procedure is the same as that in the contract.

Extension

If the entrepreneur enters into a contract for the regular delivery of products, electricity or services (a continuing performance contract), it may be extended subject to the following rules:

4. In the case of a fixed-term contract the entrepreneur may not extend it automatically or extend it for a specific period.
5. Contrary to the provisions of the preceding clause, the entrepreneur may extend a fixed-term contract automatically for a specific period if:
 - the contract relates to the regular delivery of daily or weekly newspapers or magazines and
 - the extension is for no longer than three months and
 - the consumer can terminate the extended contract at the end of the extended period, giving no more than one month's notice.
6. The entrepreneur may extend a fixed-term contract automatically for an indefinite period only if:
 - the consumer is allowed to terminate the contract at any time and
 - the consumer is allowed to terminate the contract by giving no more than one month's notice or – in exceptional cases – no more than three months' notice. The maximum notice period of three months applies only to contracts for daily or weekly newspapers or magazines that are delivered regularly, but less often than once a month.
7. If the entrepreneur wants to introduce a consumer to a daily or weekly newspaper or magazine, he can enter into a fixed-term contract (a trial or introductory subscription) for this purpose. The entrepreneur is never allowed to automatically extend such a contract. These contracts end automatically after the trial or introductory period.

Duration

8. In the case of a contract for more than one year the consumer may terminate it at any time after one year, giving no more than one month's notice. The consumer is not allowed to do so if it is not reasonable or fair to the entrepreneur to terminate the contract before the end of the agreed duration.
9. The provisions of this Article do not apply to hire contracts, especially to contracts for the hire of a berth for a vessel.

ARTICLE 14 - PAYMENT

1. The consumer must pay the entrepreneur for a delivered product at the time of purchase or delivery. He may do so at another moment only if the parties have agreed to this. The consumer can pay cash or remit the amount due in a timely manner – by electronic means or otherwise – to a bank or giro account nominated by the entrepreneur. In the latter case the consumer must ensure that the amount has been credited at the time of purchase or delivery.
2. If the entrepreneur asks the consumer for payment in advance, he may not ask for more than 50% of the purchase price. He is allowed to ask for more if he has also offered the consumer the possibility of paying all or part of the purchase price at the time of delivery.
3. If the parties have agreed payment in instalments, the consumer must adhere to the instalment dates and percentages provided for in the contract.

ARTICLE 15 – LATE PAYMENT

1. If the consumer fails to pay on time, he is in default without the entrepreneur having to send him notice of default. Nevertheless, after the payment date has passed the entrepreneur will send one more payment reminder to the consumer, at no charge, in which he draws the attention of the consumer to his default and gives him the opportunity to pay the account within 14 days. In the payment reminder the entrepreneur also mentions the extrajudicial collection costs for which the consumer will be liable in the event of late payment.
2. If the 14-day period referred to in clause 1 has elapsed and the consumer has not yet paid his account, the entrepreneur is authorized to demand payment of the amount due, without the need to serve notice of default on the consumer. The entrepreneur is permitted to charge the associated extrajudicial collection costs in all reasonableness to the consumer. Maximum amounts are

applicable, as provided for in the Dutch Extrajudicial Collection Costs (Fees) Decree. Subject to legislative changes, these maximum amounts are:

- 15% on the first €2,500, with a minimum of €40
- 10% on the next €2,500
- 5% on the next €5,000
- 1% on the next €190,000
- 0.5% on the remainder, with a maximum of €6,775.

ARTICLE 16 – COMPLAINTS

1. If the consumer has any complaints about the execution of the contract, he must notify the entrepreneur of them by letter or by electronic means within a reasonable (appropriate) time after he has or could have identified the faults, giving a full and detailed description of the complaints.
2. If the consumer has any complaints about an invoice, he must notify the entrepreneur of them, preferably by letter or by electronic means within an appropriate time after he has received the invoice, giving a full and detailed description of the complaints.
3. If the consumer does not submit the complaint punctually, he risks losing his rights in that respect. If the consumer cannot reasonably be blamed for his failure to submit the complaint punctually, he retains his rights.
4. If it is clear that the complaint cannot be settled amicably, a dispute exists.

ARTICLE 17 – SETTLEMENT OF DISPUTES

1. If the consumer and the entrepreneur have a dispute, each of them may submit the dispute to the Water Recreation Disputes Settlement Committee, Bordewijklaan 46, Postbus 90600, 2509 LP Den Haag (www.sgc.nl). The following conditions apply in that case:
 - a. The dispute relates to the formation or execution of a contract between the entrepreneur and the consumer.
 - b. The contract relates to services or goods that the entrepreneur is going to deliver or has delivered to the consumer.
 - c. These General Terms and Conditions are applicable to the contract.
2. The Disputes Committee hears a dispute only if:
 - a. the consumer has first submitted his complaint to the entrepreneur
 - b. the entrepreneur and the consumer have not been able to reach an amicable solution
 - c. the dispute has been submitted to the Disputes Committee within 12 months after the consumer has submitted his complaint to the entrepreneur
 - d. the dispute has been submitted to the Committee in the form of a letter or in another form determined by the Committee.
3. In principle, the Disputes Committee hears only disputes that have a financial interest of up to €14,000. If a dispute has a financial interest of more than €14,000, the Committee can hear it only if both parties consent to this explicitly.
4. If a consumer submits a dispute to the Disputes Committee, the entrepreneur is obliged to accept the fact. If the entrepreneur wishes to submit a dispute to the Disputes Committee, he must ask the consumer to notify him within five weeks as to whether the consumer consents to this. To that end, the entrepreneur must state that if the consumer does not respond within those five weeks, the entrepreneur may start legal proceedings.
5. When hearing the dispute and making its award the Disputes Committee follows the rules and regulations applicable to the Committee. These rules and regulations will be sent to the consumer and/or the entrepreneur on request. The Disputes Committee makes its awards in the form of a binding opinion. A fee is due for a dispute to be heard.
6. Only the court and the aforementioned Disputes Committee are competent to take cognizance of disputes between the entrepreneur and the consumer.

ARTICLE 18 – COMPLIANCE GUARANTEE

1. HISWA Association warrants that its members will comply with the binding opinions of the Disputes Committee. This does not apply if a member decides within two months after the opinion has been sent to submit it to the court for a review. If the opinion is maintained after the court review and if the ruling to that effect is irrevocable, the guarantee applies once again.
2. For each binding opinion HISWA Association pays a maximum of €10,000 to the consumer. This applies also if in accordance with the binding opinion the consumer is to get more than €10,000 from

the entrepreneur. In that case the consumer receives €10,000 from HISWA Association, and HISWA Association is obliged to make every effort to ensure that the entrepreneur pays the rest.

3. To be eligible for this guarantee the consumer must ask HISWA Association in writing for it. He also has to transfer to HISWA Association the claim he has against the entrepreneur. If the claim is greater than €10,000, the consumer has to transfer, in principle, only that part of the claim that is under €10,000. But if the consumer so wishes, he can also transfer that part of the claim that is in excess of €10,000. HISWA Association will then claim payment thereof from the entrepreneur in its own name and for its own expense. Should HISWA Association succeed, it will pay out the amount to the consumer.
4. HISWA Association does not issue a compliance guarantee if any of the following situations exists before the consumer has completed the formal intake requirements for the dispute to be heard by the Disputes Committee:
 - a. The entrepreneur has been granted a moratorium on payments.
 - b. The entrepreneur has been declared bankrupt.
 - c. The business activities of the entrepreneur have effectively been terminated.

The determining factor for this situation is the date on which the cessation of operations has been entered in the trade register, or an earlier date if HISWA Association can demonstrate that the business operations actually terminated earlier.

The formal intake requirements are taken to mean the actions that the consumer takes to get the dispute heard by the Disputes Committee. These include paying the amount of the complaint, sending in a completed and signed questionnaire, and making a deposit payment if applicable.

ARTICLE 19 – APPLICABLE LAW

All disputes arising from this contract are governed by Dutch law, unless another national law is applicable on the grounds of mandatory rules.

ARTICLE 20 – DEVIATIONS FROM THE TERMS AND CONDITIONS

Additions to or deviations from these Terms and Conditions are permitted only if they are not to the detriment of the consumer and have been documented in writing or by electronic means in such a way that it is easy for the consumer to store them.

ARTICLE 21 - AMENDMENTS

HISWA Association may amend these Terms and Conditions only in consultation with the ANWB and the Consumers' Association.