

Conditions of Use Professional Sales via bol.com

Version of September 1, 2023

Below you can find the “Conditions of Use Professional Sales via bol.com”. We kindly request you to read these thoroughly. By registering as a professional seller via bol.com you indicate to accept and observe these conditions of use including any and all schedules.

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Article 1 – Definitions

bol.com: the private company with limited liability bol.com b.v., having its registered office in (3528 BJ) Utrecht at the Papendorpseweg 100. Active in the Netherlands under VAT number NL 82047161 BO1 and registered with the Chamber of Commerce in Utrecht under number 32147382. Active in Belgium under VAT and enterprise number BE0824148721.

Environment: bol.com, m.bol.com, e.bol.com and each and every other application designated by bol.com.

Platform: the environment where third parties can offer their products, falling within product categories designated by bol.com, to Users.

User: each and every visitor of the Environment.

Conditions of Use: these conditions of use professional sales via bol.com including any and all schedules and the information as included on the [Website for Professional Sellers](#).

Professional Seller(s): each and every legal entity who is registered with the Chamber of Commerce in the Netherlands or with the Trade Register in Belgium and who disposes of a VAT number and a Dutch or Belgian postal address, created a Sales Account, accepted these Conditions of Use and was accepted as a seller by bol.com and whose (indirect) directors, shareholders and/or ultimate beneficial owner where not involved to an previous sales account which was terminated on the basis of article 15 of these Conditions of Use.

Sales Account: the account created by the Professional Seller in the Environment.

Articles: any and all products of which bol.com communicated that they can be offered in the Environment by Professional Sellers.

Customer: a User of the Environment who proceeds with the purchase of an Article via the Platform.

Sale and Purchase Agreement: the agreement that is concluded between the Professional Seller and a Customer on account of the purchase by the Customer of an Article from the Professional Seller via the Platform.

Content: (a part of) the specifications of Articles within the environment, which specifications and Articles may at any time be adjusted by bol.com, consisting of, inter alia, text, images and technical specifications that bol.com makes available for the benefit of the Professional Sellers.

bol.com Brands: the bol.com word and figurative marks as well as other distinguishing marks.

Total price: the price including VAT, shipping costs and, where applicable, disposal contribution and any and all other amounts that may be imposed on the Customer by the official authorities.

Fee: the commission on the Sales Price charged to the Professional Seller by bol.com, consisting of a fixed and a variable component as explained on the [Website for Professional Sellers](#).

Sales Price: the price including shipping costs, including a potential disposal contribution and/or other officially imposed duties, including VAT and including the service contribution.

Buying block: the best sales position for an Article in the Environment as worked out on the [Website for Professional Sellers](#). The Professional Seller in the buying block will be displayed first in case several Professional Sellers offer the same Item. There only will be one Professional Seller displayed per Article in the buying block.

RMP: Relevant Market Price

Holiday(s):

for Professional Sellers registered at the Chamber of Commerce in the Netherlands: New Year's Day (1 January), Easter Monday (variable dates), Kingsday (27 April), Liberation Day (once every five year (start date 5 May 2020)), Ascension Day (variable dates), Pentecost Monday (variable dates), Christmas (25, 26 December)

for Professional Sellers registered at the Trade Register in Belgium: New Year's Day (1 January), Easter Monday (variable dates), Labour Day (1 May), Ascension Day (variable dates), Pentecost Monday (variable dates), national holiday Belgium (21 July), Assumption Day (15 August), All Saints' Day (1 November), Armistice Day (11 November), Christmas (25 December)

Article 2 – Sales Account

1. Each and every Professional Seller must create a Sales Account before he can offer and sell Articles on the Platform.
2. Registration as a Professional Seller implies acceptance of the Conditions of Use and of the obligation to observe the Conditions of Use and the information on the [Website for Professional Sellers \(https://partnerplatform.bol.com\)](https://partnerplatform.bol.com).
3. To act as a Professional Seller the Professional Seller must:
 - a. dispose of a registration with the Chamber of Commerce in the Netherlands or the Trade Register in Belgium;
 - b. dispose of a valid VAT number;
 - c. dispose of an login account with bol.com;
 - d. have created a Sales Account in the Environment;
 - e. confirm to have accepted the Conditions of Use;
 - f. confirm that the (indirect) directors, shareholders and/or ultimate beneficial owner of the Professional Seller where not involved to an previous sales account at bol.com which was terminated on the basis of article 15 of these Conditions of Use;
 - g. dispose of a Dutch or Belgian current account;
 - h. dispose of a Dutch or Belgian postal address.
4. From the creation of the Sales Account the Professional Seller is authorised to offer Articles on the Platform in accordance with the Conditions of Use.
5. The Professional Seller can only participate with one (1) brand / trade name per Sales Account. If the Professional Seller intends to offer Articles under multiple brands / trade names via the Platform then the Professional Seller must create multiple Sales Accounts.
6. The Professional Seller is at all times fully responsible for the use that is made of the Sales Account and for those who obtain access to the Sales Account. Bol.com is at all times authorised to, for reasons of its own, suspend the use of the Sales Account by the Professional Seller, observing the provisions in article 15 of the Conditions of Use.
7. If the Professional Seller does not comply with a payment obligation vis-à-vis bol.com, whether or not on account of these Conditions of Use, then bol.com shall be entitled to suspend the use of the Sales Account by the Professional Seller (in

conformity with article 15 of the Conditions of Use). until he has complied with this payment obligation.

8. The Professional Seller is responsible for the correctness of the data in his Sales Account.

Article 3 - Offer

1. The Professional Seller can offer new and second-hand Articles. The Articles must comply with the conditions as included on the [Website for Professional Sellers](#).
2. Bol.com is solely authorised to determine what product categories and/or sub-categories can be offered on the Platform and/or can be added to the Platform as well as the moment when this becomes possible. Bol.com is also authorised to remove product categories and/or sub-categories on the Platform without the Professional Seller being entitled to enforce any right in connection therewith vis-à-vis bol.com. Bol.com reserves the right to exclude certain Articles from the product categories and/or sub-categories, stating reasons.
3. The product categories and/or sub-categories that are and/or will be made available by bol.com are included on the [Website for Professional Sellers \(https://partnerplatform.bol.com/verkopen/tips-voor-je-winkel/geschikt-en-ongeschikt-aanbod\)](https://partnerplatform.bol.com/verkopen/tips-voor-je-winkel/geschikt-en-ongeschikt-aanbod), which website, including the product categories and sub-categories, may unilaterally be changed by bol.com from time to time, observing the provisions in article 21 paragraph 3 of the Conditions of Use..
4. Bol.com shall be free, with a statement of reasons, to no longer permit the Professional Seller to offer certain Articles on the Platform. The Professional Seller shall then at the request of bol.com discontinue and keep discontinued the offer of the relevant Article with immediate effect. Should the Article nonetheless still be offered on the Platform then bol.com shall be authorised to remove the offer of the relevant Article.
5. Bol.com is entitled to remove a specific Article from the Platform in the event the Article can be classified as below standard, as specified in the Sales Account of the Professional Seller. [Here](#) you can find when bol.com is of the opinion that an Article performs below standard.
6. For the protection of bol.com and the Platform, bol.com pursues a positive price perception among her Customers. Bol.com therefore establishes, from time to time, a RMP for each and every Article on her Platform if possible. The RMP will be established based on the lowest result of the two methods below.
 - i. the selling price applied by so-called “relevant providers” outside the Environment.
 - The relevant market price is the second lowest selling price applied by these providers if there are 2 – 5 relevant providers.
 - The relevant market price is the third lowest price applied by these providers if there are >5 relevant providers.
 - If there are ≤1 relevant providers the recommended retail price as established by the supplier of the product (hereafter mentioned as ‘List price’) will be taken on in the determination of the relevant market price. Is there only one relevant provider and a List price available, then the relevant market price is the highest of those. Is there no relevant provider

available but one List price then the relevant market price will be equal to the List price. If there is 1 relevant provider and no available List price, the relevant market price is the price applied by this provider + X (X = the amount or percentage per tranche as shown in column 1 in the table below, multiplied by 4). If there is no List price or relevant provider then bol.com can determine the RMP by looking at the historical price trend of the Article and/or the price of similar Articles in the market (e.g., by looking at the unit price of an Article when selling a bundle/value pack).

- ii. the highest price of the last know Selling Price of the Article in the Buying Block on the day prior to the calculation of the RMP or the most common Selling Price of the Article in the Buying Block in the 90 days prior to the calculation of the RMP.

Bol.com shall not display the Articles of the Professional Seller if:

Total price	RMP
> RMP + € 2	€ 0 - € 10
> RMP + 20%	€ 10- € 50
> RMP + € 10	€ 50 - € 100
> RMP + 10%	€ 100 - € 600
> RMP + € 60	€ 600 - € 1000
> RMP + 6%	> € 1000

- 7. Bol.com will not display second-hand Articles of the Professional Seller on the Platform if the Sales Price of the Article is higher than the Sales Price of the same Article that on that moment is displayed as new on the Environment in the Buying block, if applicable.
- 8. Bol.com shall be authorised not to include the offer or certain information included by the Professional Seller with regard to the offer or to remove the same from the Platform if this is, at the discretion of bol.com, not correct or misleading or in breach of these terms and conditions or may, at the discretion of bol.com, prejudice the reputation of bol.com, the Platform or third parties.
- 9. The Professional Seller shall offer free returns to Customers and therefore not charge return costs separately to Customers.

Article 4 – Order and delivery

- 1. A User can place an order for an Article offered by the Professional Seller via the normal order process at bol.com.
- 2. An order for an Article offered by the Professional Seller shall then be processed in accordance with the [Website for Professional Sellers](#).
- 3. If the Professional Seller receives an order via bol.com then the Professional Seller is not authorised to handle the order outside the procedure as described on the [Website for Professional Sellers](#).

4. The Professional Seller shall for the shipping of the order use a shipping label on which the bol.com order number, belonging to the respective order, is included. If this is not possible, the Professional Seller shall for the shipping of the order use the packing slip that is made available for this purpose to the Professional Seller by bol.com in a digital manner. The Professional Seller shall print this packing slip and not make any changes in it.
5. The Professional Seller can only use as packaging of the order an:
 - a. unbranded mail box;
 - b. a shipping box stating the company name of the Professional Seller or the name the Professional Seller uses for his activities on the Platform; or
 - c. a shipping box directly purchased from bol.com bearing the name and trademark of bol.com.
6. The Professional Seller acknowledges that only orders with a Dutch or Belgium shipping address can be accepted via the Platform.
7. The Professional Seller guarantees that any deliveries to the Customer are made from within the EU. The Professional Seller acknowledges that deliveries from outside the EU to Customers are not allowed.

Article 5 – Customer relationship

1. If a Customer of the Platform proceeds with the purchase of an Article offered by the Professional Seller then a Sale and Purchase Agreement is concluded between the Professional Seller and the Customer. The Professional Seller is held vis-à-vis the Customer to use the general terms and conditions attached as **schedule 1** to these Conditions of Use, which form an inextricable part thereof.
2. The Professional Seller acknowledges that bol.com is not and/or does not become a party to the said Sale and Purchase Agreement. However, Customers shall need to accept the “General Terms and Conditions Buying from Other Sellers” before Customers can proceed with the conclusion of a Sale and Purchase Agreement with the Professional Seller via the Platform. These terms and conditions are applicable between bol.com and the Customer and regard the service to be supplied by bol.com, being the Platform, and the use thereof by the Customer. Bol.com shall be authorised to change the “General Terms and Conditions Buying from Other Sellers” from time to time.
3. The Professional Seller is at his own risk and expense responsible for correct compliance with the Sale and Purchase Agreement. The Professional Seller acknowledges that in accordance with the provisions set forth in these Conditions of Use and the General Terms and Conditions Buying from Other Sellers the Customer may also approach bol.com. The Professional Seller shall indemnify bol.com against each and every claim that a Customer files against bol.com as a result of or in connection with the conclusion and/or the execution of the Sale and Purchase Agreement.
4. The Professional Seller acknowledges that bol.com applies so-called service levels as included in **schedule 2** and that bol.com reserves the right to block the Sales

Accounts if the Professional Seller does not comply with the said service levels, observing the provisions in article 15 of the Conditions of Use. Bol.com reserves the right to change the service levels, observing the provisions in article 21 paragraph 3 of the Conditions of Use..

5. The Professional Seller shall submit the track and trace number of any and all Articles shipped by the Professional Seller to bol.com for the benefit of the monitoring by bol.com of compliance with the service levels as intended in schedule 2 by the Professional Seller.
6. The so-called 'aftersales', including but not limited to customer service, warranty and handling of returns, are fully at the risk and expense of the Professional Seller. The Professional Seller guarantees that questions received from Customers shall be answered within twenty-four (24) hours, excluded Saturday, Sunday and Holidays.
7. At the request of the Customer, the Professional Seller will provide the invoice belonging to the order, within the term as indicated in Appendix 2. The Professional Seller can also issue the invoice on its own initiative. In both cases, the Professional Seller uploads the invoice in the Customer's account.
8. The Professional Seller acknowledges and accepts that Customers participate in an evaluation system (on the basis of which the Professional Seller obtains a so-called 'rating') and Customers can also write reviews about the Professional Seller and may post (have posted) these on the Environment. Bol.com does not have any influence on the said reviews and shall not censure these, unless the Professional Seller proves that a review includes texts that are in violation of legislation or regulations, the public order and/or public decency, only concerns a product review or is about another Professional Seller, includes personal data or an URL or is fraudulent. These kinds of reviews shall be removed by bol.com as soon as it takes note of the same.
9. The Professional Seller is held to ensure that his offer as well as the execution of the Sale and Purchase Agreement are in line with the applicable legislation and regulations and the General Terms and Conditions Buying from Other Sellers (of bol.com, as changed from time to time). The Professional Seller is not entitled to deviate from the same or to (again) conclude the sale and purchase with the Customer outside the Platform.
10. Bol.com sends a confirmation by email to Customers after the Sale and Purchase Agreement has been concluded. For the remainder the contact with the Customer takes place in accordance with the provisions included on the [Website for Professional Sellers](#). The Professional Seller consequently irrevocably authorises bol.com to communicate directly with the Customer on behalf and at the risk and expense of the Professional Seller without bol.com being a party to the Sale and Purchase Agreement.

Through the Environment bol.com provides the Professional Seller with a translation tool which the Professional Seller is free to use, if desired, for its communication with Customers. Even if the Professional Seller makes use of any translation tool offered by bol.com via the Environment, without obligation, when communicating with Customers, the Professional Seller is solely responsible for translations and the content of these communications. It is the Professional Seller's responsibility to check such translations for accuracy and completeness. Bol.com is not responsible or liable for the translations generated by the Professional Seller using the translation tool.

Article 6 - Payments

1. The Professional Seller pays a Fee to bol.com per Article sold via the Platform, unless the Sale and Purchase agreement is dissolved by the Customer within the time limit mentioned in the general terms and conditions included in schedule 1. The level of the Fee per product category is included on the [Website for Professional Sellers](#). The Professional Seller acknowledges that bol.com is authorised to unilaterally adjust the level of the Fee for each and every sub-category and/or product category twice a year. The Professional Seller is informed accordingly in advance seven (7) days prior to the entry into force.
2. Bol.com shall create the Platform in such manner that Customers pay to bol.com. Bol.com shall collect the payments of the Customers. Basically bol.com only accepts Customers whom it also accepts for the purchase of its own Articles and bol.com does at all times reserve the right not to accept Customers. The Professional Seller consequently grants bol.com the irrevocable right to exercise the collection rights that originate from the Sale and Purchase Agreements in the name of bol.com and with exclusion of the Professional Seller.
3. The Professional Seller is not authorised to accept payments made to him directly by the Customer. As the occasion arises the Professional Seller shall repay the received amount to the Customer and bring to the attention of the Customer that payment can exclusively take place to bol.com. The Professional Seller consequently accepts that payment by a Customer to bol.com releases the Customer from payment to the Professional Seller.
4. The Total Price, of each and every Article that is offered on the Platform by the Professional Seller must be equal to the Total Price for which the Professional Seller offers the relevant Article on its own website. This condition is imposed on the Professional Seller to prevent that the potential reach of the Platform is only used for a 'free ride', with the aim to try and sell the Article (at a lower Total Price) on the own website, in order for bol.com to maintain the quality, innovation and continuation of the Platform.
5. If a Sale and Purchase Agreement is dissolved within the time limit mentioned in the general terms and conditions included in schedule 1 then bol.com shall repay the payment directly to the Customer within the time limit imposed in the said general terms and conditions. In case the Professional Seller already received the payment of this Sale and Purchase Agreement from bol.com, bol.com is entitled to recover this amount from the Professional Seller. If a Sale and Purchase Agreement is dissolved after the time limit mentioned in the general terms and conditions included in schedule 1 then the Customer must turn directly to the Professional Seller in order to receive repayment. Bol.com is not a party in this respect and is not involved in repayment of the amount paid by the Customer and/or exchange of the relevant Article or not. Bol.com is not held to compensate any amount to the Professional Seller on account of a Sale and Purchase Agreement that is dissolved after the said time limit and bol.com is entitled to retain the commission.

Article 7 – Services of bol.com

1. The Professional Seller may qualify for the payment of a certain amount by bol.com pursuant to the guarantee scheme by way of compensation for the damages of the Professional Seller if the Customer does not comply with his payment obligations. It is exclusively at the discretion of bol.com whether a Professional Seller qualifies for

the guarantee scheme and what the maximum guaranteed amount is that the Professional Seller shall in that case be able to claim. If the Professional Seller does not qualify for the guarantee scheme then the Professional Seller accepts the payment risk regarding the amount that is not covered by the potential guarantee scheme and bol.com shall never be liable vis-à-vis the Professional Seller for payment thereof.

2. The payments received by bol.com are, upon deduction of the Fee as determined in article 6.1 of these Conditions of Use and a possible set off in accordance with article 7.3 of these Conditions of Use, paid by bol.com to the account number specified by the Professional Seller. Payment by bol.com in principle takes place once per calendar month. Bol.com shall issue an invoice for these payments. In the event an order is not received by Customer within 5 working days after the agreed delivery date or after the last day of the agreed delivery period, bol.com will classify the order as not delivered. In such event there will be no payment obligation for Customer for the order and no payment will be made by Bol.com to the Professional Seller. In the event the Professional Seller has already been paid by bol.com, bol.com is entitled based on article 7.3 of these Conditions of Use to settle this amount against any future claims of bol.com towards Profession Seller. Bol.com has the right to postpone the payment to the Professional Seller if bol.com feels this is necessary to protect its Platform, Customers, third parties or reputation, or if bol.com suspects that the Professional Seller acts contrary to these conditions, including, but not limited to, the situation in which there are indications that ordered and paid Articles will not be supplied to Customers due to shortage or fraudulent actions.
3. All amounts to be received from the Professional Seller under these Conditions of Use shall be immediately due. Bol.com is entitled to set off every amount receivable from the Professional Seller under these Conditions of Use or under any other agreement with Professional Seller, such as the Conditions of Use Logistics via bol.com (Gebruikersvoorwaarden Logistiek via bol.com) with the next payment by bol.com of the amounts received by bol.com as mentioned in article 6.2. Bol.com may also choose to send an invoice for these amounts that has to be paid by the Professional Seller within the time limit specified on the invoice. If bol.com decides not to set off an amount, it may suspend the payment as referred to in article 6.2, as long as the Professional Seller owes bol.com any amount under these Conditions of Use or under any other agreement concluded with bol.com.
4. Business Sellers can purchase parcel stamps ("pakketzegels") from bpost N.V., DPD N.V. and DPD (Belgium) N.V. in the Environment. By purchasing parcel stamps Professional Sellers use the shipping services of the relevant carriers to send Items to Customers.
5. Professional Sellers in the Environment can also purchase return stamps ("retourzegels") from bpost N.V., DPD N.V. and DPD (Belgium) N.V. After purchasing return stamps, the relevant carriers collect Articles from Customers who return these Items to the Professional Seller free of charge. The carriers will transport the Items to a location specified by the Professional Seller.
6. When the Professional Seller purchases parcel stamps and/or return stamps, the following applies:
 - a. bol.com will charge the Professional Seller discounted rates as stated on the [Website for Professional Sellers](#).
 - b. bol.com pays the shipping fee for the parcel/return stamps to the carriers;

- c. the Professional Seller enters into a contract of carriage (“vervoersovereenkomst”) directly with bpost N.V., DPD N.V. and DPD (Belgium) N.V. respectively (depending on the carrier(s) chosen by the Professional Seller) for the shipment or return of Articles.
 - d. the following conditions, depending on the chosen carrier(s), apply to the contract of carriage between the Professional Seller and the carrier concerned:
 - bpost N.V.: the General Terms and Conditions Parcels – Indirect Channels which can be consulted and printed [here](#).
 - DPD N.V.:the General Terms and Conditions Classic-Service / Express-Service – DPD (Nederland) B.V., DPD - Bolplaza General Terms and Conditions, DPD Manual Classic Service / Express Service DPD (Nederland) B.V., which can be consulted and printed, respectively, [here](#).
 - DPD (Belgium) N.V.: the General and Special Terms and Conditions – DPD (Belgium) N.V. , which can be consulted and printed [here](#).
7. The Professional Seller acknowledges that bol.com is not a party to the contract of carriage. The Professional Seller shall adhere at all times to the procedures as communicated on the [Website for Professional Sellers](#) if he uses the shipping service. If the Professional Seller makes use of the service, bol.com will charge the prices as stated in the [Website for Professional Sellers](#).
 9. The working procedures and other conditions for parcel stamps and return stamps are described on the [Website for Professional Sellers](#). The Professional Seller shall comply with these procedures and conditions.
 10. The Professional Seller acknowledges that bol.com is not a party to the agreement concluded by the Professional Seller with the carrier for parcel stamps and/or return stamps. Bol.com is neither responsible nor liable for the performance of the shipping services of the carriers.
 11. If an Article is lost in the shipping process or in the return process, bol.com may choose to reimburse part of the sale value of the Article to the Professional Seller out of leniency. Bol.com is not obliged to do so. The Professional Seller cannot derive any rights for the future from the payment of a fee.

Article 8 – Email communication between the Professional Seller and the Customer

1. Bol.com developed an email application for the benefit of the communication between the Professional Seller and the Customer (including the aftersales obligations as intended in article 5.6 of these Conditions of Use) that makes it possible for both the Professional Seller and the Customer to be in contact with each other by email via their respective accounts. This does not affect the right of the Customer to contact the Professional Seller by telephone.
2. Bol.com may, if it has good reason to do so, (temporarily) block the contact via the email application, for example in case of (suspected) fraud by the Professional Seller.
3. Any and all communication that runs via this email application is stored by bol.com on its servers and can be consulted and used by bol.com to:
 - support the Professional Seller and/or the Customer in case of questions and/or problems;
 - assess whether the Professional Seller complies with the provisions set forth in

schedule 2 (SLA) and article 11.2 of these Conditions of Use; and
- analyse process improvements.

4. The Professional Seller hereby expressly agrees and authorises bol.com to store the communication that takes place via the said email application and to consult and use this in accordance with the provisions set forth in paragraph 2 of this article.
5. The communication that takes place via this email application shall be retained by bol.com for a maximum of two years.

Article 9 – Use of Content

1. If the Professional Seller offers Articles via the Platform that have been included in the product offer, the so-called catalogue, of bol.com, then with the offer of the relevant Article of the Professional Seller on the Platform an image accompanied by relevant information is shown to the extent that bol.com disposes of the same.
2. The Professional Seller only acquires the non-exclusive and non-transferable right to use the Content in conformity with these Conditions of Use and only for the benefit of the sales via the Platform. In this respect the Professional Seller shall each time directly follow any and all instructions of bol.com as given from time to time. The Professional Seller shall never exercise (have exercised) this use in a misleading manner or in a manner that may, in any way whatsoever, be detrimental to bol.com. If the Professional Seller makes changes to existing Content these changes must comply with the content requirements imposed by bol.com in this article, which requirements may be amended by bol.com from time to time, observing article 21 paragraph 3 of the Conditions of Use.
3. If the Professional Seller wants to offer Articles on the Platform in respect of which bol.com does not have any information available then the Professional Seller must provide bol.com with the required (product) information. The said (product) information must comply with the content requirements imposed by bol.com in this article, which requirements may from time to time be changed by bol.com, observing article 21 paragraph 3 of the Conditions of Use.
4. The Professional Seller guarantees that:
 - a. the Article descriptions do not contain references to discounts, warranty schemes, “sales expressions” or other products;
 - b. the Article descriptions do not contain URLs to own or other websites;
 - c. the images, do not contain discount labels, watermarks, company names and/or company logos;
 - d. the supplied (product) information does not infringe the rights of third parties, including but not limited to the intellectual property rights (e.g. trademark rights and copyrights);
 - e. the (product) information provided does not incite, contribute, encourage or instruct to commit terrorist offenses or promote participation in the activities of a terrorist group;
 - f. the (product) information supplied by him is written in the Dutch language.
5. The Professional Seller hereby grants bol.com a non-exclusive, transferable licence to use, reproduce and disclose (product) information obtained from the Professional Seller in an unlimited, worldwide and perpetual manner in any and all media, presently known or yet to be developed in the future. The Professional Seller guarantees that he is authorised to grant the said licence (possibly in advance).

6. Bol.com shall at all times be authorised to remove, change or adjust the supplied (product) information.
7. Bol.com is not held to use or show the (product) information supplied by the Professional Seller on the Platform.
8. The Professional Seller must supply the (product) information to bol.com in accordance with the terms and conditions as included on the [Website for Professional Sellers](#).
9. The Professional Seller indemnifies bol.com in full against any and all damages and/or costs of any nature whatsoever that derive from non-compliance with one or more obligations pursuant to this article.

Article 10 - Data

1. By opening a Sales Account and accepting the Conditions of Use (see article 2.2), bol.com gains access to the entered company data of the Professional Seller. This will provide bol.com with access to the offer data, including product data, setting out the EAN code, the product category, the sales price, the quantity in stock and the product information. If the Professional Seller has sold Articles, bol.com will also have access to the order data (such as turnover including and excluding VAT, sales, name, address and place of residence (hereafter referred to as "Name and Address Data"), performance data (such as Track and Trace code, returns and cancellations) and customer case data (such as customer number and customer query category). Bol.com also has access to the data of all Professional Sellers on the Platform. This information shall be used to gain a picture of the size of the Platform.
2. The Professional Seller has access to his own data generated by it, including offer data, product data, order data, performance data and customer affairs data. Bol.com has access to all data provided by Professional Sellers (see paragraph 1). The Professional Sellers only have access to data provided by them or generated by the sale of their Articles. They do not have access to data of other Professional Sellers for reasons of privacy, business sensitivity and competition law.
3. Some data generated by bol.com on the Platform is provided to third parties in order to give them the opportunity to map the online sales market. It concerns information about (parts) of the online sales market, that cannot be traced back to individual Professional Sellers. The data that is shared with third parties is limited to turnover and sales figures for a selected period. Bol.com provides this information on the basis of a legal obligation or for commercial considerations. When required by law bol.com can also provide (personal) data about Professional Sellers to a government agency, including turnover and sales figures and Chamber of Commerce numbers. This can concern information that can be traced back to individual Professional Sellers.

Article 11 – Privacy

1. Bol.com only and exclusively makes personal data of the Customers (hereinafter referred to as: the "Customer Data") available to the Professional Seller to the extent that the said Customer Data are required by the Professional Seller for the execution

of the Sale and Purchase Agreement, including the so-called aftersales obligations, or in case the Customer has given its permission. This does, in any case, regard Name and Address Data and the telephone number if a delivery appointment needs to be scheduled.

2. The Professional Seller guarantees that he shall only and exclusively approach the Customers in connection with the execution of the obligations deriving from the Sale and Purchase Agreement and that he shall never exploit or use Customer Data commercially. The Professional Seller shall only and exclusively use the Customer Data and include (have included) these in one of his data files for the execution of his obligations as intended here and in order to comply with his bookkeeping obligation. Also after termination of the Sales Account the Professional Seller shall not be allowed to exploit or use Customer Data commercially. In case of a breach of the provisions set forth in this article the Professional Seller shall be liable for any and all damages incurred by bol.com.
3. The Professional Seller shall handle any and all Customer Data in accordance with the applicable legislation and regulations (including but not limited to the General Data Protection Regulation).
4. Bol.com does not guarantee the correctness of the (personal) data (supplied by Customers).

Article 12 – Ranking

1. On the Platform, Articles are presented according to various ranking mechanisms, i.e. by way of i) the list page, ii) the search page, iii) the product page and iv) the recommendations.
2. The ranking mechanisms referred to in paragraph 1, each use different parameters, which will be explained below:
 - i) The list page is the page shown after use of the drop-down menu on the Platform. Which Articles appear on a list page is determined by the category in which the Articles have been placed. The list page is a reflection of the Articles in the relevant category.

The sequence of the Articles on a list page is determined by an algorithm determining the popularity score. This algorithm uses customer interaction data, for which the past few days are important. It involves amongst other things:

- a) the number of sales of an Article;
- b) the number of clicks on an Article.

It is possible for the Professional Seller to get a higher position on the list page by advertising.

- ii) The search page is the page that is shown after using the search bar on the Platform. Which Articles appear on the search page is determined by a combination of the popularity score (see under i above) and the so-called 'relevance score'. The relevance score is

determined on the basis of the information known about the Articles, amongst others the title and the specifications. In this way, an Article may 'match' to a greater or lesser extent, which generates a relevance score. Professional Sellers may get a higher position on the search page by advertising.

- iii) If multiple Professional Sellers offer the same Article on the Platform, bol.com shall try to serve the Customer by recommending one Professional Seller. That Professional Seller has the best offer for the Customer at that moment, based on the so-called 'purchase block algorithm' and therefore obtains the Purchase Block. The key parameters for valuation of the offer of a Professional Seller are:
- a) availability to order of the Article;
 - b) quality of the Article (e.g. new, used, returned etc.)
 - c) price of the Article, including shipping and VAT;
 - d) delivery conditions, consisting of:
 - delivery time of the Article;
 - period in which the delivery of the Article takes place (e.g. next day delivery if ordered before 23.00 hours);
 - extra delivery options, such as evening and weekend delivery, same day delivery, pick-up points).
 - e) performance score of the Professional Seller, based on:
 - delivery reliability;
 - cancellations of orders by the Professional Seller;
 - Customer reviews;
 - traceability of deliveries based on track & trace.
- iv) On various pages, bol.com shows recommendations which bol.com expects to be relevant in relation to the Article the Customer is viewing, such as "Others also viewed".

The sequence of the recommended Articles is determined by an algorithm determining the popularity score. This algorithm uses customer interaction data, with more recent data being more important than old(er) data. In addition, bol.com uses product information from the catalogue, as referred to in article 9.1 of the Conditions of Use. The information for customer interaction data and product information that is used contains amongst other things:

- a) other clicks of Customers who viewed the Article;
- b) the Articles ultimately bought by the Customers;
- c) how the Article compares (amongst others with regard to title, description, brand, category, price etc.) with any Articles to be recommended.

Article 13 – Guarantees and obligations

1. The Professional Seller declares and guarantees that he is authorised to accept and observe these Conditions of Use as well as the [Website for Professional Sellers](#) and to grant the rights that the Professional Seller grants in pursuance thereof.
2. The Professional Seller guarantees that:
 - only Articles are offered that are available in stock at the Professional Seller;
 - ninety-eight per cent (98%) of the Articles are at all times delivered within the delivery period specified by the Professional Seller, unless the Professional Seller agrees on a different delivery period with the Customer;
 - only Articles in the product categories that are made available by bol.com shall be offered;
 - the Articles offered by the Professional Seller are owned by him and the offer is not misleading or otherwise in violation of legislation or regulations, the Professional Seller is authorised to offer these Articles for sale on the Platform and the offered Articles are the original Articles and not imitation articles;
 - the offer on the Platform shall comply with the Dutch and Belgian legislation and regulations;
 - the Articles function properly and do not have any defects;
 - the Articles offered and the (product) information supplied by the Professional Seller do not infringe any rights (including but not limited to intellectual property rights);
 - the acts of the Professional Seller and/or the Articles of the Professional Seller shall not prejudice the reputation and/or the image of bol.com or the Environment;
 - the Professional Seller acts in accordance with the General Terms and Conditions Buying from Other Sellers as well as any and all applicable legislation and regulations;
 - the (product) information provided does not incite, contribute, encourage or instruct to commit terrorist offenses or promote participation in the activities of a terrorist group;
 - all information provided by the Professional Seller (for example in the Sales Account) is correct and complete;
 - the Professional Seller shall at all times act in accordance with the guidelines and instructions of bol.com regarding the installation and the use of the Platform.
3. The Professional Seller shall indemnify bol.com against any and all damages of claims against bol.com as a result of non-compliance with the guarantees set forth in this article.
4. The Professional Seller is not allowed to include advertising expressions in the delivery of the Articles to the Customers or to otherwise provide the Customers with commercial expressions.

Article 14 – Intellectual property rights

1. Bol.com acquires the non-exclusive, non-transferable right to use the figurative and word mark of the Professional Seller as long as the Professional Seller offers Articles on the Platform as also in communication and advertising expressions in any and all media for the benefit of (the offer of) the Platform.
2. The Professional Seller acknowledges that any and all (intellectual property) rights regarding the Environment, the design, the Content and any and all bol.com Brands and logos are and remain the property of bol.com and can by no means be used by the Professional Seller without prior written consent of bol.com. The Professional

Seller shall always respect the intellectual property rights and any and all other rights of an exclusive nature of bol.com and third parties in full.

3. The Professional Seller shall in no instance whatsoever file and/or register a personal name, a brand or domain name containing the element "bol", "bol.com" and/or "bol.com Plaza" or a similar element or logo. Each and every use of the brands and/or logos of bol.com by the Professional Seller requires the prior written consent of bol.com.

Article 15 – Limitation, suspension and termination of Professional Seller Status

1. Bol.com shall at all times be authorised, without stating a reason, not to grant a Professional Seller a Sales Account and/or to impose additional requirements on the granting of a Sales Account.
2. An already created Sales Account may be blocked, suspended or terminated by bol.com at all times, stating reasons. This shall, for instance, be the case if bol.com suspects acts in breach of one or more of the applicable terms and conditions, if there is a question of fraud, if the Professional Seller defaults on payment of invoices of bol.com, in the event of a breach of intellectual property of bol.com or third parties, if the use of the Sales Account disrupts the proper operation of the Environment of bol.com or may, at the discretion of bol.com, be detrimental to the reputation of bol.com or third parties. For example, but not limited to, the event that one of the directors of the Professional Seller was involved to a previous seller account at bol.com which was terminated due to a breach of these Conditions of Use.
3. In the event that bol.com terminates a Sales Account, bol.com shall observe a notice period of 30 days, except in situations described in paragraph 4 of this article.
4. Bol.com has the right to terminate the Sales Account with immediate effect in the event that 1) urgent national law determines otherwise, ii) bol.com exercises a right of termination for urgent reasons pursuant to national legal provisions and iii) the Professional Seller repeatedly fails to adhere to the service standards or the Conditions of Use. The violation of the Conditions of Use may lead to policy violations and deduction of points, with a points total of zero meaning closure of the Sales Account.
5. Bol.com shall also at all times be authorised to no longer make the functionalities available for the Professional Seller Status.
6. The Professional Seller may have the Sales Account close at any moment by sending an email to the Partnerservice Department of bol.com (email address: zakelijkeverkopen@bol.com) 30 days prior to the required termination date.

Article 16 – Consequences of termination Professional Seller Status

1. If the Professional Seller Status has, for any reason whatsoever, been terminated then:
 - a. the Sales Account is blocked;

- b. the Professional Seller is no longer authorised to use the Content, the Articles and the bol.com Brands (to the extent that the said right already existed).
2. The Professional Seller cannot claim any compensation from bol.com in connection with the termination of the Professional Seller Status by bol.com and the Professional Seller hereby waives any and all right to any compensation (for damages) whatsoever.
3. The information/data that bol.com receives from the Professional Seller, shall remain in the possession of bol.com at all times, regardless of the Sales Account being active or being inactive/having been terminated.

Article 17 – Differentiated treatment

1. Bol.com seeks to make available or useable as many functionalities of the Platform as possible for both bol.com and for all Professional Sellers.
2. At this moment there is a differentiated treatment of bol.com on the one hand and the Professional Seller on the other hand in the following areas:
 - Product offering: Professional Sellers cannot offer digital Articles (eBooks, audio books) or subscriptions. The reason is that bol.com only offers digital Articles via an ecosystem that is not accessible to third parties and to prevent breaches of intellectual property rights. Professional Sellers cannot offer returned Articles that cannot be sold as new due to quality problems.
 - Shipment and delivery: Customers of Professional Sellers cannot (yet) use bol.com collection points at Delhaize and shipment to a collection point of PostNL or Bpost. Moreover, some delivery options are not yet available (delivered tomorrow on Holiday(s), same day delivery, two-hour delivery, Sunday delivery, evening delivery). These options are available if the Professional Seller uses Logistics of bol.com. The reason for this is on the one hand that many Professional Sellers cannot yet offer these options themselves and on the other hand that the development of these options on the Platform demands more than the available IT capacity allows.
 - Prices, offers and discounts: Professional Sellers determine in all cases their own selling price on the Platform, and have the option to give discounts and make offers. There are (still) technical limitations to highlight this on the Platform (for instance through retail campaigns and promotions).
 - Ranking, highlighting and promoting of product range. This means amongst other things: making and curating product lists, making recommendations for upselling and cross selling, adjusting shelf layouts or refinements. At this moment, the tooling for this for

Professional Sellers is not available, because the development of these options on the Platform demands more than the available IT capacity allows. The Professional Seller is not allowed to i) send leaflets or samples with an order or ii) exploit or use Customer data commercially, in order to prevent Professional Sellers only “free riding” on the reach of the Platform and directing potential Customers to the own website.

Article 18 – Liability

1. The Professional Seller is fully responsible and liable for the use of the Sales Account.
2. The Professional Seller indemnifies bol.com in full against any and all damages and/or costs of any nature whatsoever that derive from the non-compliance with one or more obligations on account of these Conditions of Use.
3. The Professional Seller commits to, during his activities pursuant to this agreement, fully comply with the applicable privacy legislation and regulations, e.g. the General Data Protection Regulation, and indemnifies bol.com against any and all damages and/or costs of any nature whatsoever in connection therewith.
4. Unless there is question of intent and/or gross negligence of bol.com, bol.com shall by no means be liable for damages and/or costs of any nature whatsoever of the Professional Seller in connection with the use of the Platform, the Sales Account, the Content and/or the Articles, including – but not limited to – damages and costs as a result of improper operation of the Platform, technical failures, incorrect Content information, etc.
5. If the exclusion of liability as intended in article 18 paragraph 4 of the Conditions of Use was or is fully or partly declared invalid, or cancelled, by a relevantly competent court then the parties hereby already agree, as the occasion arises, that bol.com shall in that case only be liable for demonstrably incurred direct damages / costs (with the exclusion of consequential / indirect damages / costs) and that this liability for the said direct damages / costs shall in total never exceed more than € 500.00 (in words: five hundred Euros) per annum.

Article 19 – Internal complaints handling

1. If the Professional Seller is not satisfied with the manner in which bol.com carries out its services, the Professional Seller may submit a complaint to bol.com free of charge by sending an email to email address partnerklachten@bol.com.
2. Within a period of seven working days after receipt of the complaint as referred to in paragraph 1, an appointed bol.com employee shall contact the Professional Seller by telephone or in writing to discuss the complaint and to (try to) effect a solution.
3. In the event that the Professional Seller and the bol.com employee have not been able to resolve the complaint, the Professional Seller may submit the complaint to the complaints committee of bol.com (hereafter referred to as: “the Complaints Committee”) free of charge by mailing the complaint and a thoroughly motivated

explanation why the proposed solution is not sufficient to: verkoperklachtencommissie@bol.com. The Complaints Committee consists of at least three bol.com employees and shall be chaired by a bol.com lawyer.

4. The Complaints Committee shall give a written decision within a period of 30 days after a correct submission (see paragraph 3), unless further investigation is required. If this investigation results in the period being extended, the Complaints Committee shall inform the Professional Seller accordingly.
5. If the Professional Seller does not agree with the decision of the Complaints Commission, he can resort to one of the external and independent mediators (as provided in article 20 of the Conditions of Use).
6. Bol.com shall publish on the partner platform each year, no later than 1 March, a statement of i) the total number of submitted complaints, ii) the main type of complaints and iii) the average time required for the processing of complaints in the past year.

Article 20 – Mediation

- 1) Professional Sellers may submit a dispute to one of the external and independent mediators referred to in paragraph 2, provided that the Professional Seller has completed the procedure in article 19 of these Conditions of Use.
- 2) Bol.com shall appoint the following two mediators, who can be contacted through the website: www.e-pom.eu:
 - a) Bart Neervoort (NL);
 - b) Willem Meuwissen (BE)
 - c) Or another mediator to be proposed by them or e-pom.
3. The procedure and costs of the mediation are set out on the website: www.e-pom.eu. In principle, the costs will be equally shared by bol.com and the Professional Seller.

Article 21 – Miscellaneous

1. The Professional Seller declares to never represent himself as an agent or representative of bol.com and shall in particular never make any promises or enter into any obligations for or on behalf of bol.com. The Professional Seller indemnifies bol.com in full against any and all damages and/or costs of any nature whatsoever that derive from non-compliance with this article.
2. The Professional Seller is not entitled to transfer (a part of) his Professional Seller Status to a third party, unless bol.com gave its prior written consent to the same.
3. Bol.com shall at all times be authorised to amend these Conditions of Use, the service levels (schedule 2) and the [Website for Professional Sellers](#). Bol.com shall notify Professional Sellers 15 days, or so much longer as bol.com deems reasonable for the Professional Seller to implement technical and commercial adjustments, prior to the effective date of the amended Conditions of Use. During this period, the Professional Seller may terminate his Sales Account as a result of the (proposed)

amendments, by sending an email to zakelijkverkopen@bol.com. The amendments shall not take effect before the expiry of the aforementioned period. The changed Conditions of Use shall be posted on the Environment. If a Professional Seller continues to use his Sales Account after notification of the amended Conditions of Use, the Professional Seller shall be deemed to accept the applicability of the changed Conditions of Use and/or the [Website for Professional Sellers](#), which shall cancel his option of termination. Hence it is recommended to consult the Conditions of Use and the [Website for Professional Sellers](#) before making use of the Sales Account..

4. The notice period of at least 15 days (see paragraph 3) does not apply if bol.com changes the Conditions of Use i) on the basis of a legal obligation or ii) in order to prevent an unforeseen threat in connection with protection against fraud, malware, spam, privacy breaches and abuse of personal data, or in the event of risks relating to cyber security. In that case, the amended Conditions of Use shall take effect immediately after notification and posting.
5. Should a provision of these Conditions of Use be in contradiction of applicable law then the said provision shall be changed such that it shall be in accordance with applicable law, as much as possible in consideration of the scope of the relevant provision.
6. The Professional Seller agrees that bol.com may from time to time inform the Professional Seller by email via the email address known at bol.com of the use and the possibilities of the Platform and/or the Sales Account, including but not limited to the operation and (potentially new) possibilities (of application) of the Platform and/or the Sales Account (so-called service emails).

Article 22 – Applicable law and competent court

The Professional Seller Terms and Conditions and the Professional Seller Status are exclusively governed by Dutch law and disputes shall be brought to the cognisance of the competent court in Utrecht.

For convenience we have included after the Dutch version a translated version of Schedule 1 in English. However, the Dutch version should, in accordance with Article 5.1, be used by the Professional Seller towards the Customers.

Bijlage 1: Algemene verkoopvoorwaarden zakelijke verkopen via bol.com

Inhoudsopgave:

- [Artikel 1 - Definities](#)
- [Artikel 2 - Identiteit van de ondernemer](#)
- [Artikel 3 - Toepasselijkheid](#)
- [Artikel 4 - Het aanbod](#)
- [Artikel 5 - De overeenkomst](#)
- [Artikel 6 - Herroepingsrecht](#)
- [Artikel 7 - Verplichtingen van de Koper tijdens de bedenktijd](#)
- [Artikel 8 - Uitoefening van het herroepingsrecht door de Koper en kosten daarvan](#)

- [Artikel 9 - Verplichtingen van de ondernemer bij herroeping](#)
- [Artikel 10 - Uitsluiting herroepingsrecht](#)
- [Artikel 11 - De prijs](#)
- [Artikel 12 - Nakoming en extra garantie](#)
- [Artikel 13 - Levering en uitvoering](#)
- [Artikel 14 - Duurtransacties: duur, opzegging en verlenging](#)
- [Artikel 15 - Betaling](#)
- [Artikel 16 - Klachtenregeling](#)
- [Artikel 17 - Geschillen](#)
- [Artikel 18 - Aanvullende of afwijkende bepalingen](#)

Artikel 1 - Definities

In deze voorwaarden wordt verstaan onder:

1. **Aanvullende overeenkomst:** een overeenkomst waarbij de Koper producten, digitale inhoud en/of diensten verwerft in verband met een overeenkomst op afstand en deze zaken, digitale inhoud en/of diensten door de Ondernemer worden geleverd of door een derde partij op basis van een afspraak tussen die derde en de Ondernemer;
2. **Bedenktijd:** de termijn waarbinnen de Koper gebruik kan maken van zijn herroepingsrecht;
3. **bol.com:** de besloten vennootschap bol.com b.v. gevestigd te Utrecht, de aanbieder van het Platform;
4. **Dag:** kalenderdag;
5. **Digitale inhoud:** gegevens die in digitale vorm geproduceerd en geleverd worden;
6. **Duurovereenkomst:** een Overeenkomst op afstand die strekt tot de regelmatige levering van zaken, diensten en/of digitale inhoud gedurende een bepaalde periode;
7. **Duurzame gegevensdrager:** elk hulpmiddel - waaronder ook begrepen e-mail - dat de Koper of Ondernemer in staat stelt om informatie die aan hem persoonlijk is gericht, op te slaan op een manier die toekomstige raadpleging of gebruik gedurende een periode die is afgestemd op het doel waarvoor de informatie is bestemd, en die ongewijzigde reproductie van de opgeslagen informatie mogelijk maakt;
8. **Herroepingsrecht:** de mogelijkheid van de Koper om binnen de bedenktijd af te zien van de overeenkomst op afstand;
9. **Koper:** de natuurlijke of rechtspersoon die een Overeenkomst op afstand aangaat met de Ondernemer.
10. **Ondernemer:** de rechtspersoon die producten, (toegang tot) digitale inhoud en/of diensten op afstand aan Kopers aanbiedt via het Platform;
11. **Overeenkomst op afstand:** een overeenkomst die tussen de Ondernemer en de Koper wordt gesloten in het kader van een georganiseerd systeem voor verkoop op afstand van producten, digitale inhoud en/of diensten, waarbij tot en met het sluiten van de overeenkomst uitsluitend of mede gebruik gemaakt wordt van één of meer technieken voor communicatie op afstand;
12. **Modelformulier voor herroeping:** het in Bijlage I van deze voorwaarden opgenomen Europese modelformulier voor herroeping;

13. **Platform:** het platform van bol.com waarop Ondernemer zijn producten aanbiedt aan Kopers;
14. **Techniek voor communicatie op afstand:** middel dat kan worden gebruikt voor het sluiten van een overeenkomst, zonder dat Koper en Ondernemer gelijktijdig in dezelfde ruimte hoeven te zijn samengekomen.

Artikel 2 - Identiteit van de Ondernemer

[Naam ondernemer] (statutaire naam, eventueel aangevuld met handelsnaam);

[Vestigingsadres]

[Bezoekadres, indien dit afwijkt van het vestigingsadres];

Telefoonnummer: **[en tijdstip(pen) waarop de ondernemer telefonisch te bereiken is]**

E-mailadres: **[of ander aan de Koper aangeboden elektronisch communicatiemiddel met dezelfde functionaliteit als e-mail]**

KvK-nummer:

Btw-identificatienummer: >

Indien de activiteit van de Ondernemer is onderworpen aan een relevant vergunningstelsel: de gegevens over de toezichthoudende autoriteit.

Indien de Ondernemer een gereguleerd beroep uitoefent:

- de beroepsvereniging of -organisatie waarbij hij is aangesloten;
- de beroepstitel, de plaats in de EU of de Europese Economische Ruimte waar deze is toegekend;
- een verwijzing naar de beroepsregels die in Nederland van toepassing zijn en aanwijzingen waar en hoe deze beroepsregels toegankelijk zijn.

Artikel 3 - Toepasselijkheid

1. Deze algemene voorwaarden zijn van toepassing op elk aanbod van de Ondernemer op het Platform en op elke via het Platform tot stand gekomen Overeenkomst op afstand tussen Ondernemer en Koper.
2. De tekst van deze algemene voorwaarden zal langs elektronische weg aan de Koper ter beschikking worden gesteld op zodanige wijze dat deze door de Koper op een eenvoudige manier kan worden opgeslagen op een duurzame gegevensdrager. Indien dit redelijkerwijs niet mogelijk is, zal voordat de Overeenkomst op afstand wordt gesloten, worden aangegeven waar van de algemene voorwaarden langs elektronische weg kan worden kennisgenomen en dat zij op verzoek van de Koper langs elektronische weg of op andere wijze kosteloos zullen worden toegezonden.
3. Voor het geval dat naast deze algemene voorwaarden tevens specifieke product- of dienstenvoorwaarden van toepassing zijn, is het tweede lid van overeenkomstige

toepassing en kan de Koper zich in geval van tegenstrijdige voorwaarden steeds beroepen op de toepasselijke bepaling die voor hem het meest gunstig is.

Artikel 4 - Het aanbod

1. Indien een aanbod een beperkte geldigheidsduur heeft of onder voorwaarden geschiedt, wordt dit nadrukkelijk in het aanbod vermeld.
2. Het aanbod bevat een volledige en nauwkeurige omschrijving van de aangeboden producten, digitale inhoud en/of diensten. De beschrijving is voldoende gedetailleerd om een goede beoordeling van het aanbod door de Koper mogelijk te maken. Als de Ondernemer gebruik maakt van afbeeldingen, zijn deze een waarheidsgetrouwe weergave van de aangeboden producten, diensten en/of digitale inhoud. Kennelijke vergissingen of kennelijke fouten in het aanbod binden de Ondernemer niet.
3. Elk aanbod bevat zodanige informatie, dat voor de Koper duidelijk is wat de rechten en verplichtingen zijn, die aan de aanvaarding van het aanbod zijn verbonden.

Artikel 5 - De overeenkomst

1. De overeenkomst komt, onder voorbehoud van het bepaalde in lid 5, tot stand op het moment van aanvaarding door de Koper van het aanbod en het voldoen aan de daarbij gestelde voorwaarden.
2. Indien de Koper het aanbod langs elektronische weg heeft aanvaard, zal langs elektronische weg de ontvangst van de aanvaarding van het aanbod worden bevestigd. Zolang de ontvangst van deze aanvaarding niet is bevestigd, kan de Koper de overeenkomst ontbinden.
3. Indien de overeenkomst elektronisch tot stand komt, treft de Ondernemer passende technische en organisatorische maatregelen ter beveiliging van de elektronische overdracht van data en zorgt hij voor een veilige web omgeving. Indien de Koper elektronisch kan betalen, zal de Ondernemer daartoe passende veiligheidsmaatregelen in acht nemen.
4. Koper dient de koopprijs te betalen aan bol.com, via een van de door bol.com aangeboden betalingsmethoden. Alleen indien aan bol.com wordt betaald heeft de Koper bevrijdend betaald.
5. Bol.com zal zich namens de Ondernemer - binnen wettelijke kaders - op de hoogte stellen of de Koper aan zijn betalingsverplichtingen kan voldoen, alsmede van al die feiten en factoren die van belang zijn voor een verantwoord aangaan van de overeenkomst op afstand. Indien de Ondernemer op grond van dit onderzoek goede gronden heeft om de overeenkomst niet aan te gaan, is hij gerechtigd gemotiveerd een bestelling of aanvraag te weigeren of aan de uitvoering bijzondere voorwaarden te verbinden.
6. De Ondernemer zal uiterlijk bij levering van het product of digitale inhoud aan de Koper de volgende informatie, schriftelijk of op zodanige wijze dat deze door de Koper op een toegankelijke manier kan worden opgeslagen op een duurzame gegevensdrager, meesturen:
 - a. de voorwaarden waaronder en de wijze waarop de Koper van het herroepingsrecht gebruik kan maken, dan wel een duidelijke melding inzake het uitgesloten zijn van het herroepingsrecht;
 - b. de informatie over garanties en bestaande service na aankoop;

- c. de prijs met inbegrip van alle belastingen van het product of digitale inhoud; voor zover van toepassing de kosten van aflevering; en de wijze van betaling, aflevering of uitvoering van de overeenkomst op afstand.
- d. de vereisten voor opzegging van de overeenkomst indien de overeenkomst een duur heeft van meer dan één jaar of van onbepaalde duur is;
- e. indien de Koper een herroepingsrecht heeft, het modelformulier voor herroeping.

Artikel 6 - Herroepingsrecht

Bij producten:

1. De Koper kan een overeenkomst met betrekking tot de aankoop van een product gedurende een bedenktijd van 30 dagen zonder opgave van redenen ontbinden. De Ondernemer mag de Koper vragen naar de reden van herroeping, maar deze niet tot opgave van zijn reden(en) verplichten.
2. De in lid 1 genoemde bedenktijd gaat in op de dag nadat de Koper, of een vooraf door de Koper aangewezen derde, die niet de vervoerder is, het product heeft ontvangen, of:
 - a. als de Koper in eenzelfde bestelling meerdere producten bij de Ondernemer heeft besteld: de dag waarop de Koper, of een door hem aangewezen derde, het laatste product van de Ondernemer heeft ontvangen. Bol.com mag namens de Ondernemer, mits de Koper hier voorafgaand aan het bestelproces op duidelijke wijze over is geïnformeerd, een bestelling van meerdere producten met een verschillende levertijd weigeren.
 - b. als de levering van een product bestaat uit verschillende zendingen of onderdelen afkomstig van de Ondernemer: de dag waarop de Koper, of een door hem aangewezen derde, de laatste zending of het laatste onderdeel van de Ondernemer heeft ontvangen;
 - c. bij overeenkomsten voor regelmatige levering van producten gedurende een bepaalde periode: de dag waarop de Koper, of een door hem aangewezen derde, het eerste product van de Ondernemer heeft ontvangen.

Bij diensten en digitale inhoud die niet op een materiële drager is geleverd:

3. De Koper kan een dienstenovereenkomst en een overeenkomst voor levering van digitale inhoud die niet op een materiële drager is geleverd gedurende 30 dagen zonder opgave van redenen ontbinden. De Ondernemer mag de Koper vragen naar de reden van herroeping, maar deze niet tot opgave van zijn reden(en) verplichten.
4. De in lid 3 genoemde bedenktijd gaat in op de dag die volgt op het sluiten van de overeenkomst.

Verlengde bedenktijd voor producten, diensten en digitale inhoud die niet op een materiële drager is geleverd bij niet informeren over herroepingsrecht:

5. Indien de Ondernemer de Koper de wettelijk verplichte informatie over het herroepingsrecht of het modelformulier voor herroeping niet heeft verstrekt, loopt

de bedenktijd af twaalf maanden na het einde van de oorspronkelijke, overeenkomstig de vorige leden van dit artikel vastgestelde bedenktijd.

6. Indien de Ondernemer de in het voorgaande lid bedoelde informatie aan de Koper heeft verstrekt binnen twaalf maanden na de ingangsdatum van de oorspronkelijke bedenktijd, verstrijkt de bedenktijd 14 dagen na de dag waarop de Koper die informatie heeft ontvangen.

Artikel 7 - Verplichtingen van de Koper tijdens de bedenktijd

1. Tijdens de bedenktijd zal de Koper zorgvuldig omgaan met het product en de verpakking. Hij zal het product slechts uitpakken of gebruiken in de mate die nodig is om de aard, de kenmerken en de werking van het product vast te stellen. Het uitgangspunt hierbij is dat de Koper het product slechts mag hanteren en inspecteren zoals hij dat in een winkel zou mogen doen.
2. De Koper is alleen aansprakelijk voor waardevermindering van het product die het gevolg is van een manier van omgaan met het product die verder gaat dan toegestaan in lid 1.
3. De Koper is niet aansprakelijk voor waardevermindering van het product als de Ondernemer hem niet voor of bij het sluiten van de overeenkomst alle wettelijk verplichte informatie over het herroepingsrecht heeft verstrekt.

Artikel 8 - Uitoefening van het herroepingsrecht door de Koper en kosten daarvan

1. Als de Koper gebruik maakt van zijn herroepingsrecht, meldt hij dit binnen de bedenktijd door middel van het modelformulier voor herroeping of op andere ondubbelzinnige wijze aan de Ondernemer.
2. Zo snel mogelijk, maar binnen 14 dagen vanaf de dag volgend op de in lid 1 bedoelde melding, zendt de Koper het product terug, of overhandigt hij dit aan (een gemachtigde van) de Ondernemer. Dit hoeft niet als de Ondernemer heeft aangeboden het product zelf af te halen. De Koper heeft de terugzendtermijn in elk geval in acht genomen als hij het product terugzendt voordat de bedenktijd is verstreken.
3. De Koper zendt het product terug met alle geleverde toebehoren, indien redelijkerwijs mogelijk in originele staat en verpakking, en conform de door de Ondernemer verstrekte redelijke en duidelijke instructies.
4. Het risico en de bewijslast voor de juiste en tijdige uitoefening van het herroepingsrecht ligt bij de Koper.
5. De Koper draagt de rechtstreekse kosten van het terugzenden van het product. Als de Ondernemer niet heeft gemeld dat de Koper deze kosten moet dragen of als de Ondernemer aangeeft de kosten zelf te dragen, hoeft de Koper de kosten voor terugzending niet te dragen.
6. Indien de consument herroept na eerst uitdrukkelijk te hebben verzocht dat de verrichting van de dienst of de levering van gas, water of elektriciteit die niet gereed voor verkoop zijn gemaakt in een beperkt volume of bepaalde hoeveelheid aanvangt tijdens de bedenktijd, is de consument de ondernemer een bedrag verschuldigd dat evenredig is aan dat gedeelte van de verbintenis dat door de ondernemer is

nagekomen op het moment van herroeping, vergeleken met de volledige nakoming van de verbintenis.

7. De consument draagt geen kosten voor de uitvoering van diensten of de levering van water, gas of elektriciteit, die niet gereed voor verkoop zijn gemaakt in een beperkt volume of hoeveelheid, of tot levering van stadsverwarming, indien:
 - a. de ondernemer de consument de wettelijk verplichte informatie over het herroepingsrecht, de kostenvergoeding bij herroeping of het modelformulier voor herroeping niet heeft verstrekt, of;
 - b. de consument niet uitdrukkelijk om de aanvang van de uitvoering van de dienst of levering van gas, water, elektriciteit of stadsverwarming tijdens de bedenktijd heeft verzocht.
8. De Koper draagt geen kosten voor de volledige of gedeeltelijke levering van niet op een materiële drager geleverde digitale inhoud, indien:
 - a. hij voorafgaand aan de levering ervan niet uitdrukkelijk heeft ingestemd met het beginnen van de nakoming van de overeenkomst voor het einde van de bedenktijd;
 - b. hij niet heeft erkend zijn herroepingsrecht te verliezen bij het verlenen van zijn toestemming; of
 - c. de Ondernemer heeft nagelaten deze verklaring van de Koper te bevestigen.
9. Als de Koper gebruik maakt van zijn herroepingsrecht, worden alle aanvullende overeenkomsten van rechtswege ontbonden.

Artikel 9 - Verplichtingen van de Ondernemer bij herroeping

1. Als de Ondernemer de melding van herroeping door de Koper op elektronische wijze mogelijk maakt, wordt na ontvangst van deze melding onverwijld een ontvangstbevestiging verzonden.
2. Bol.com vergoedt namens de Ondernemer alle betalingen van de Koper, inclusief eventuele leveringskosten in rekening gebracht voor het geretourneerde product, onverwijld doch binnen 14 dagen volgend op de dag waarop de Koper aan de Ondernemer de herroeping meldt. Tenzij de Ondernemer aanbiedt het product zelf af te halen, mag bol.com wachten met terugbetalen tot de Ondernemer het product heeft ontvangen of tot de Koper aantoont dat hij het product heeft teruggezonden, naar gelang welk tijdstip eerder valt.
3. Bol.com gebruikt voor terugbetaling hetzelfde betaalmiddel dat de Koper heeft gebruikt, tenzij de Koper instemt met een andere methode. De terugbetaling is kosteloos voor de Koper.
4. Als de Koper heeft gekozen voor een duurdere methode van levering dan de goedkoopste standaardlevering, hoeft bol.com de bijkomende kosten voor de duurdere methode niet terug te betalen.

Artikel 10 - Uitsluiting herroepingsrecht

De Ondernemer kan de navolgende producten en diensten uitsluiten van het herroepingsrecht, maar alleen als de Ondernemer dit duidelijk bij het aanbod, althans tijdig voor het sluiten van de overeenkomst, heeft vermeld:

1. Producten of diensten waarvan de prijs gebonden is aan schommelingen op de financiële markt waarop de Ondernemer geen invloed heeft en die zich binnen de herroepingstermijn kunnen voordoen;
2. Overeenkomsten die gesloten zijn tijdens een openbare veiling. Onder een openbare veiling wordt verstaan een verkoopmethode waarbij producten, digitale inhoud en/of diensten door de Ondernemer worden aangeboden aan de Koper die persoonlijk aanwezig is of de mogelijkheid krijgt persoonlijk aanwezig te zijn op de veiling, onder leiding van een veilingmeester, en waarbij de succesvolle bidder verplicht is de producten, digitale inhoud en/of diensten af te nemen;
3. Dienstenovereenkomsten, na volledige uitvoering van de dienst, maar alleen als:
 - a. de uitvoering is begonnen met uitdrukkelijke voorafgaande instemming van de Koper; en
 - b. de Koper heeft verklaard dat hij zijn herroepingsrecht verliest zodra de Ondernemer de overeenkomst volledig heeft uitgevoerd;
4. Dienstenovereenkomsten voor terbeschikkingstelling van accommodatie, als in de overeenkomst een bepaalde datum of periode van uitvoering is voorzien en anders dan voor woondoeleinden, goederenvervoer, autoverhuurdiensten en catering;
5. Overeenkomsten met betrekking tot vrijetijdsbesteding, als in de overeenkomst een bepaalde datum of periode van uitvoering daarvan is voorzien;
6. Volgens specificaties van de Koper vervaardigde producten, die niet geprefabriceerd zijn en die worden vervaardigd op basis van een individuele keuze of beslissing van de Koper, of die duidelijk voor een specifieke persoon bestemd zijn;
7. Producten die snel bederven of een beperkte houdbaarheid hebben;
8. Verzegelde producten die om redenen van gezondheidsbescherming of hygiëne niet geschikt zijn om te worden teruggezonden en waarvan de verzegeling na levering is verbroken;
9. Producten die na levering door hun aard onherroepelijk vermengd zijn met andere producten;
10. Alcoholische dranken waarvan de prijs is overeengekomen bij het sluiten van de overeenkomst, maar waarvan de levering slechts kan plaatsvinden na 30 dagen, en waarvan de werkelijke waarde afhankelijk is van schommelingen van de markt waarop de Ondernemer geen invloed heeft;
11. Verzegelde audio-, video-opnamen en computerprogrammatuur, waarvan de verzegeling na levering is verbroken;
12. Kranten, tijdschriften of magazines, met uitzondering van abonnementen hierop;
13. De levering van digitale inhoud anders dan op een materiële drager, maar alleen als:
 - a. de uitvoering is begonnen met uitdrukkelijke voorafgaande instemming van de Koper; en
 - b. de Koper heeft verklaard dat hij hiermee zijn herroepingsrecht verliest.

Artikel 11 - De prijs

1. Gedurende de in het aanbod vermelde geldigheidsduur worden de prijzen van de aangeboden producten en/of diensten niet verhoogd, behoudens prijswijzigingen als gevolg van veranderingen in btw-tarieven.
2. In afwijking van het vorige lid kan de Ondernemer producten of diensten waarvan de prijzen gebonden zijn aan schommelingen op de financiële markt en waar de Ondernemer geen invloed op heeft, met variabele prijzen aanbieden. Deze

gebondenheid aan schommelingen en het feit dat eventueel vermelde prijzen richtprijzen zijn, worden bij het aanbod vermeld.

3. Prijsverhogingen binnen 3 maanden na de totstandkoming van de overeenkomst zijn alleen toegestaan indien zij het gevolg zijn van wettelijke regelingen of bepalingen.
4. Prijsverhogingen vanaf 3 maanden na de totstandkoming van de overeenkomst zijn alleen toegestaan indien de Ondernemer dit bedongen heeft en:
 - a. deze het gevolg zijn van wettelijke regelingen of bepalingen; of
 - b. de Koper de bevoegdheid heeft de overeenkomst op te zeggen met ingang van de dag waarop de prijsverhoging ingaat.
5. De in het aanbod van producten of diensten genoemde prijzen zijn inclusief btw.

Artikel 12 - Nakoming overeenkomst en extra garantie

1. De Ondernemer staat er voor in dat de producten en/of diensten voldoen aan de overeenkomst, de in het aanbod vermelde specificaties, aan de redelijke eisen van deugdelijkheid en/of bruikbaarheid en de op de datum van de totstandkoming van de overeenkomst bestaande wettelijke bepalingen en/of overheidsvoorschriften.
2. Een door de Ondernemer, diens toeleverancier, fabrikant of importeur verstrekte extra garantie beperkt nimmer de wettelijke rechten en vorderingen die de Koper op grond van de overeenkomst tegenover de Ondernemer kan doen gelden indien de Ondernemer is tekortgeschoten in de nakoming van zijn deel van de overeenkomst.
3. Onder extra garantie wordt verstaan iedere verbintenis van de Ondernemer, diens toeleverancier, importeur of producent waarin deze aan de Koper bepaalde rechten of vorderingen toekent die verder gaan dan waartoe deze wettelijk verplicht is in geval hij is tekortgeschoten in de nakoming van zijn deel van de overeenkomst.

Artikel 13 - Levering en uitvoering

1. De Ondernemer zal de grootst mogelijke zorgvuldigheid in acht nemen bij het in ontvangst nemen en bij de uitvoering van bestellingen van producten en bij de beoordeling van aanvragen tot verlening van diensten.
2. Als plaats van levering geldt het adres dat de Koper via het Platform aan de Ondernemer kenbaar heeft gemaakt.
3. Met inachtneming van hetgeen hierover in artikel 4 van deze algemene voorwaarden is vermeld, zal de ondernemer geaccepteerde bestellingen met bekwame spoed doch uiterlijk binnen 30 dagen uitvoeren, tenzij een andere leveringstermijn is overeengekomen. Indien de bezorging vertraging ondervindt, of indien een bestelling niet dan wel slechts gedeeltelijk kan worden uitgevoerd, ontvangt de Koper hiervan uiterlijk 30 dagen nadat hij de bestelling geplaatst heeft bericht. De Koper heeft in dat geval het recht om de overeenkomst zonder kosten te ontbinden en recht op eventuele schadevergoeding.
4. Na ontbinding conform het vorige lid zal de Ondernemer ervoor zorgen dat het bedrag dat de Koper betaald heeft onverwijld door bol.com wordt terugbetaald.
5. Het risico van beschadiging en/of vermissing van producten berust bij de Ondernemer tot het moment van bezorging aan de Koper of een vooraf aangewezen en aan de Ondernemer bekend gemaakte vertegenwoordiger, tenzij uitdrukkelijk anders is overeengekomen.

Artikel 14 - Duurtransacties: duur, opzegging en verlenging

Opzegging:

1. De Koper kan een overeenkomst die voor onbepaalde tijd is aangegaan en die strekt tot het geregeld afleveren van producten (elektriciteit daaronder begrepen) of diensten, te allen tijde opzeggen met inachtneming van daartoe overeengekomen opzeggingsregels en een opzegtermijn van ten hoogste één maand.
2. De Koper kan een overeenkomst die voor bepaalde tijd is aangegaan en die strekt tot het geregeld afleveren van producten (elektriciteit daaronder begrepen) of diensten, te allen tijde tegen het einde van de bepaalde duur opzeggen met inachtneming van daartoe overeengekomen opzeggingsregels en een opzegtermijn van ten hoogste één maand.
3. De Koper kan de in de vorige leden genoemde overeenkomsten:
 - o te allen tijde opzeggen en niet beperkt worden tot opzegging op een bepaald tijdstip of in een bepaalde periode;
 - o tenminste opzeggen op dezelfde wijze als zij door hem zijn aangegaan;
 - o altijd opzeggen met dezelfde opzegtermijn als de Ondernemer voor zichzelf heeft bedongen.

Verlenging:

4. Een overeenkomst die voor bepaalde tijd is aangegaan en die strekt tot het geregeld afleveren van producten (elektriciteit daaronder begrepen) of diensten, mag niet stilzwijgend worden verlengd of vernieuwd voor een bepaalde duur.
5. In afwijking van het vorige lid mag een overeenkomst die voor bepaalde tijd is aangegaan en die strekt tot het geregeld afleveren van dag- nieuws- en weekbladen en tijdschriften stilzwijgend worden verlengd voor een bepaalde duur van maximaal drie maanden, als de Koper deze verlengde overeenkomst tegen het einde van de verlenging kan opzeggen met een opzegtermijn van ten hoogste één maand.
6. Een overeenkomst die voor bepaalde tijd is aangegaan en die strekt tot het geregeld afleveren van producten of diensten, mag alleen stilzwijgend voor onbepaalde duur worden verlengd als de Koper te allen tijde mag opzeggen met een opzegtermijn van ten hoogste één maand. De opzegtermijn is ten hoogste drie maanden in geval de overeenkomst strekt tot het geregeld, maar minder dan eenmaal per maand, afleveren van dag-, nieuws- en weekbladen en tijdschriften.
7. Een overeenkomst met beperkte duur tot het geregeld ter kennismaking afleveren van dag-, nieuws- en weekbladen en tijdschriften (proef- of kennismakingsabonnement) wordt niet stilzwijgend voortgezet en eindigt automatisch na afloop van de proef- of kennismakingsperiode.

Duur:

8. Als een overeenkomst een duur van meer dan een jaar heeft, mag de Koper na een jaar de overeenkomst te allen tijde met een opzegtermijn van ten hoogste één maand opzeggen, tenzij de redelijkheid en billijkheid zich tegen opzegging vóór het einde van de overeengekomen duur verzetten.

Artikel 15 - Betaling

1. Voor zover niet anders is bepaald in de overeenkomst of aanvullende voorwaarden, dienen de door de Koper verschuldigde bedragen te worden voldaan binnen 14 dagen na het ingaan van de bedenktijd, of bij het ontbreken van een bedenktijd binnen 14 dagen na het sluiten van de overeenkomst. In geval van een overeenkomst tot het verlenen van een dienst, vangt deze termijn aan op de dag nadat de consument de bevestiging van de overeenkomst heeft ontvangen.
2. Wanneer vooruitbetaling is bedongen, kan de Koper geen enkel recht doen gelden aangaande de uitvoering van de desbetreffende bestelling of dienst(en), alvorens de bedongen vooruitbetaling heeft plaatsgevonden.
3. De Koper heeft de plicht om onjuistheden in verstrekte of vermelde betaalgegevens onverwijld aan bol.com te melden.
4. Indien de Koper niet tijdig aan zijn betalingsverplichting(en) voldoet, is deze, nadat hij door bol.com is gewezen op de te late betaling en bol.com de Koper een termijn van 14 dagen heeft gegund om alsnog aan zijn betalingsverplichtingen te voldoen, na het uitblijven van betaling binnen deze 14-dagen-termijn, over het nog verschuldigde bedrag de wettelijke rente verschuldigd en is bol.com gerechtigd de door hem gemaakte buitengerechtelijke incassokosten in rekening te brengen. Deze incassokosten bedragen maximaal: 15% over openstaande bedragen tot € 2.500,=; 10% over de daaropvolgende € 2.500,= en 5% over de volgende € 5.000,= met een minimum van € 40,=. Bol.com kan ten voordele van de Koper afwijken van genoemde bedragen en percentages.

Artikel 16 - Klachtenregeling

1. De Ondernemer beschikt over een voldoende bekend gemaakte klachtenprocedure en behandelt de klacht overeenkomstig deze klachtenprocedure.
2. Klachten over de uitvoering van de overeenkomst moeten binnen bekwame tijd nadat de Koper de gebreken heeft geconstateerd, volledig en duidelijk omschreven worden ingediend bij de Ondernemer.
3. Bij de Ondernemer ingediende klachten worden binnen een termijn van 14 dagen gerekend vanaf de datum van ontvangst beantwoord. Als een klacht een voorzienbaar langere verwerkingstijd vraagt, wordt door de Ondernemer binnen de termijn van 14 dagen geantwoord met een bericht van ontvangst en een indicatie wanneer de Koper een meer uitvoerig antwoord kan verwachten.

Artikel 17 - Geschillen

1. Op overeenkomsten tussen de Ondernemer en de Koper waarop deze algemene voorwaarden betrekking hebben, is uitsluitend Nederlands recht van toepassing.

Artikel 18 - Aanvullende of afwijkende bepalingen

Aanvullende dan wel van deze algemene voorwaarden afwijkende bepalingen mogen niet ten nadele van de Koper zijn en dienen schriftelijk te worden vastgelegd dan wel op

zodanige wijze dat deze door de Koper op een toegankelijke manier kunnen worden opgeslagen op een duurzame gegevensdrager.

Bijlage I: Modelformulier voor herroeping

Modelformulier voor herroeping

(dit formulier alleen invullen en terugzenden wanneer u de overeenkomst wilt herroepen)

Aan: bol.com B.V.

Bekijk voor het juiste retouradres de retourinformatie zoals die is opgenomen in uw account op onze website.

E-mail: [via dit formulier](#)

Ik/Wij* deel/delen* u hierbij mede, dat ik/wij* onze overeenkomst betreffende

- de verkoop van de volgende producten: [aanduiding product]*
- de levering van de volgende digitale inhoud: [aanduiding digitale inhoud]*
- de verrichting van de volgende dienst: [aanduiding dienst]*,

herroept/herroepen*.

Besteld op*/ontvangen op* [datum bestelling bij diensten of ontvangst bij producten]

[Naam consumenten(en)]

[Adres consument(en)]

[Handtekening consument(en)] (alleen wanneer dit formulier op papier wordt ingediend)

* Doorhalen wat niet van toepassing is of invullen wat van toepassing is.

Schedule 1: General Sales Terms and Conditions Professional Sales via bol.com

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Article 1 - Definitions

For the purpose of these terms and conditions the following is understood as:

1. **Additional agreement:** an agreement in pursuance of which the Buyer acquires products, digital content and/or services in connection with a distance agreement and these goods, digital content and/or services are delivered by the Entrepreneur or by a third party on the basis of an arrangement between the said third party and the Entrepreneur;
2. **Reflection period:** the period within which the Buyer can rely on his right of withdrawal;
3. **bol.com:** the private company with limited liability bol.com b.v., having its registered office in Utrecht, the provider of the Platform;
4. **Day:** calendar day;
5. **Digital content:** data that are produced and delivered in digital form;
6. **Continuing performance agreement:** a distance Agreement that entails the regular delivery of goods, services and/or digital content during a certain period;
7. **Sustainable data carrier:** each and every tool – also including email – that enables the Buyer or the Entrepreneur to store information that is addressed to him personally in a way that makes future consultation or use possible during a period that is in line with the objective for which the information is meant and that makes unchanged reproduction of the stored information possible;
8. **Right of withdrawal:** the possibility of the Buyer to withdraw the distance agreement within the reflection period;
9. **Buyer:** the natural or legal person who concludes a distance Agreement with the Entrepreneur;
10. **Entrepreneur:** the legal person who offers products, (access to) digital content and/or services to Buyers remotely via the Platform;
11. **Distance Agreement:** an agreement that is concluded between the Entrepreneur and the Buyer within the framework of an organised system for distance selling of products, digital content and/or services in the course of which up to and including the conclusion of the agreement only or also one or more techniques for distance communication are used;
12. **Model form for withdrawal:** the European model form for withdrawal included in Schedule I to these terms and conditions;

13. **Platform:** the platform of bol.com on which the Entrepreneur offers his products to Buyers;
14. **Technique for distance communication:** means that can be used for the conclusion of an agreement, without the Buyer and the Entrepreneur having to simultaneously be present in the same room.

Article 2 – Identity of the Entrepreneur

[Name entrepreneur] (registered name, potentially supplemented with trade name);

[Place of establishment]

[Visiting address, if this differs from the place of establishment];

Telephone number: **[and time(s) when the entrepreneur is available by telephone]**

Email address: **[or another electronic means of communication offered to the Buyer with the same functionality as email]**

CoC number:

VAT identification number:

If the activity of the Entrepreneur is subject to a relevant licensing regime: the details of the regulatory authority.

If the Entrepreneur practises a regulated profession:

- the professional association or organisation with which the Entrepreneur is affiliated;
- the professional title, the place in the EU or the European Economic Area where it was conferred;
- a reference to the professional rules that are applicable in the Netherlands and instructions where and how these professional rules are accessible.

Article 3 - Applicability

1. These general terms and conditions are applicable to each and every offer of the Entrepreneur on the Platform and to each and every distance Agreement concluded via the Platform by and between the Entrepreneur and the Buyer.
2. The text of these general terms and conditions shall be made available to the Buyer electronically in a manner that it can easily be stored on a sustainable data carrier. Should this within reason not be possible, then shall be indicated, prior to the conclusion of the agreement, where note can be taken of the general terms and conditions electronically and that, at the request of the Buyer, a copy shall be sent free of charge either electronically or otherwise.
3. Should apart from these general terms and conditions specific product or service terms and conditions also apply then paragraph 2 equally applies and the Buyer can, in case of conflicting conditions, always rely on the applicable provision that is most favourable to him.

Article 4 – The offer

1. If an offer has a limited period of validity or is made on conditions then this is expressly indicated in the offer.

2. The offer contains a complete and accurate description of the offered products, digital content and/or services. The description is sufficiently detailed in order to enable a proper assessment of the offer by the Buyer. If the Entrepreneur uses images then they form a truthful representation of the offered products, services and/or digital content. Apparent mistakes or apparent errors in the offer are not binding for the Entrepreneur.
3. Each and every offer contains such information that it is clear to the Buyer what the rights and obligations are that are associated with acceptance of the offer.

Article 5 – The agreement

1. The agreement is, subject to the provisions set forth in paragraph 5, concluded at the moment of acceptance by the Buyer of the offer and compliance with the relevantly imposed conditions.
2. If the Buyer accepts the offer electronically then the receipt of the acceptance of the offer shall be confirmed electronically. As long as the receipt of the said acceptance has not been confirmed the Buyer can dissolve the agreement.
3. If the agreement is concluded electronically then the Entrepreneur shall take appropriate technical and organisational measures to secure the electronic transfer of data and provide for a secure web environment. If the Buyer can pay electronically then the Entrepreneur shall observe appropriate security measures.
4. The Buyer must pay the purchase price to bol.com via one of the payment methods indicated by bol.com. Only if payment is made to bol.com shall the Buyer be released from his payment obligation.
5. On behalf of the Entrepreneur bol.com shall – within the confines of the law – make inquiries as to whether the Buyer is able to fulfil his payment obligations and as to all the facts and factors that are important for responsibly concluding the distance agreement. If on the basis of this inquiry the Entrepreneur has good reasons for not entering into the agreement then he shall, in a substantiated manner, be authorised to reject an order or request or to impose special conditions on the execution.
6. At the latest upon delivery of the product or digital content the Entrepreneur shall make the following information available to the Buyer, in writing or in such manner that the Buyer can store it on a sustainable data carrier:
 - a. the terms and conditions under which and the manner in which that the Buyer can exercise the right of withdrawal or a clear indication regarding the exclusion of the right of withdrawal;
 - b. the information about warranties and existing aftersales service;
 - c. the price including any and all taxes of the product or digital content; where applicable the delivery costs; and the method of payment, delivery or execution of the distance agreement;
 - d. the requirements for termination of the agreement if the agreement has a term of more than one year or for an indefinite period of time;
 - e. if the Buyer is entitled to a right of withdrawal, the model form for withdrawal.

Article 6 – Right of withdrawal

In case of products:

1. The Buyer can dissolve an agreement with regard to the purchase of a product during a reflection period of 30 days without stating reasons. The Entrepreneur may ask the Buyer for the reason of this dissolution but the Buyer is under no obligation to state his reason(s).
2. The reflection period as intended in paragraph 1 commences on the day after the Buyer, or a third party designated by the Buyer, who is not the carrier, has received the product; or
 - a. if the Buyer ordered several products from the Entrepreneur in one and the same order: the day on which the Buyer, or a third party designated by the Buyer, has received the last product from the Entrepreneur. Bol.com can reject an order of multiple products with different delivery dates on behalf of the Entrepreneur provided that the Buyer is clearly informed of this prior to the ordering process;
 - b. if the delivery of a product consists of several shipments or components originating from the Entrepreneur: the day on which the Buyer, or a third party designated by the same, has received the last delivery or part from the Entrepreneur;
 - c. in case of agreements for regular delivery of products during a certain period: the day on which the Buyer, or a third party designated by the same, has received the first product from the Entrepreneur.

In case of services and digital content that is not delivered on a sustainable carrier:

3. The Buyer can dissolve an agreement for the provision of services and an agreement for the delivery of digital content that is not delivered on a material carrier during a period of 30 days without stating reasons. The Entrepreneur may ask the Buyer for the reason of this dissolution but the Buyer is under no obligation to state his reason(s).
4. The reflection period as intended in paragraph 3 commences on the day that follows the conclusion of the agreement.

Extended reflection period for products, services and digital content that is not delivered on a material carrier if not informed of the right of withdrawal:

5. If the Entrepreneur did not provide the Buyer with the statutorily compulsory information about the right of withdrawal or the model form for withdrawal then the reflection period expires twelve months after the end of the original reflection period established in accordance with the previous paragraphs of this article.
6. If the Entrepreneur provided the information as intended in the previous paragraph to the Buyer within twelve months after the start date of the original reflection period then the reflection period expires 30 days after the day when the Buyer has received the said information.

Article 7 – Obligations of the Buyer during the reflection period

1. During the reflection period the Buyer shall handle the product and the packaging with care. He shall only unpack or use the product as far as necessary in order to determine the nature, the characteristics and the functioning of the product. The

guiding principle in this respect is that the Buyer can only use and inspect the product as he would be permitted in a shop.

2. The Buyer is only liable for a decrease in value of the product that is the result of a way of handling the product that goes beyond the handling permitted pursuant to paragraph 1.
3. The Buyer shall not be liable for a decrease in value of the product if the Entrepreneur did not provide him with all statutorily compulsory information regarding the right of withdrawal before or during the conclusion of the agreement.

Article 8 – Exercising the right of withdrawal by the Buyer and the relevant costs

1. If the Buyer exercises his right of withdrawal then he notifies the Entrepreneur accordingly within the reflection period by means of the model form for withdrawal or in another unambiguous manner.
2. As soon as possible, however within 14 days after the day following the notification as intended in paragraph 1, the Buyer returns the product or hands this to (an authorised representative of) the Entrepreneur. This is not required if the Entrepreneur offered to pick up the product. The Buyer shall in any case have observed the return period if he returns the product before the reflection period has expired.
3. The Buyer returns the product with all delivered accessories and if reasonably possible in the original state and packaging and in accordance with the reasonable and clear instructions provided by the Entrepreneur.
4. The risk and the burden of proof with regard to the correct and timely reliance on the right of withdrawal are vested in the Buyer.
5. The Buyer bears the direct costs of the return of the product. If the Entrepreneur did not indicate that the Buyer needs to bear the said costs or if the Entrepreneur indicates to bear the said costs himself then the Buyer shall not need to bear the costs for the return.
6. If the consumer withdraws after first expressly having requested that the performance of the service or the delivery of gas, water or electricity that had not been made available for sale starts in a limited volume or certain quantity during the reflection period then the consumer is liable to pay the Entrepreneur an amount that corresponds with that part of the commitment that was complied with by the Entrepreneur at the moment of withdrawal, compared to the complete compliance with the commitment.
7. The consumer does not bear any costs for the performance of services or the supply of water, gas or electricity that had not been made available for sale in a limited volume or quantity or for supply of district heating if:
 - a. the Entrepreneur did not provide the consumer with the statutorily compulsory information about the right of withdrawal, the reimbursement of costs in case of withdrawal or the model form for withdrawal; or
 - b. the consumer did not expressly request the start of the performance of the service or supply of gas, water, electricity or district heating during the reflection period.
8. The Buyer does not bear any costs for the full or partial delivery of digital content not delivered on a material carrier if:

- a. prior to the delivery he did not expressly consent to the start of the execution of the agreement before the end of the reflection period;
 - b. he did not acknowledge forfeiture of his right of withdrawal if granting his consent; or
 - c. the Entrepreneur failed to confirm this declaration to the Buyer.
9. If the Buyer relies on his right of withdrawal then any and all additional agreements are dissolved by operation of law.

Article 9 – Obligations of the Entrepreneur in case of withdrawal

1. If the Entrepreneur makes electronic notification of withdrawal by the Buyer possible then a confirmation of receipt is sent immediately after receipt of the said notification.
2. Bol.com immediately, however within 14 days following the day when the Buyer notifies the Entrepreneur of the withdrawal, reimburses the Buyer on behalf of the Entrepreneur for any and all payments, including potential delivery costs charged for the returned product. Unless the Entrepreneur offers to pick up the product, bol.com can wait with the repayment until the Entrepreneur has received the product or until the Buyer demonstrates that he returned the product, whichever moment may be earlier.
3. For the repayment bol.com uses the same payment method that the Buyer used, unless the Buyer agrees with a different method. The repayment is at no cost for the Buyer.
4. If the Buyer opted for a more expensive delivery method than the cheapest standard delivery then bol.com shall not need to repay the additional costs of the more expensive method.

Article 10 – Exclusion of the right of withdrawal

The Entrepreneur can exclude the following products and services from the right of withdrawal, however only if the Entrepreneur clearly indicates this with the offer, at least in a timely fashion prior to the conclusion of the agreement:

1. products or services of which the price is linked to fluctuations on the financial market that are beyond the control of the Entrepreneur and that may occur within the reflection period;
2. agreements that were concluded during a public auction. A public auction is understood as a sales method where products, digital content and/or services are offered by the Entrepreneur to the Buyer who personally needs to be present or is offered the possibility of personally being present at the auction under the supervision of an auctioneer and where the successful bidder is held to purchase the products, digital content and/or services;
3. agreements for the provision of services, after complete performance of the service, however only if:

- a. the performance started with express prior consent of the Buyer; and
- b. the Buyer declared that he forfeits his right of withdrawal as soon as the Entrepreneur fully executed the agreement;
4. agreements for the provision of services regarding the availability of accommodation if the agreement foresees a certain date or period of completion and other than for residential purposes, goods transport, car hire services and catering;
5. agreements with regard to leisure activities if the agreement foresees a certain date or period of completion;
6. products manufactured according to specifications of the Buyer that were not prefabricated and that are manufactured on the basis of an individual choice or decision of the Buyer or that are clearly meant for a specific person;
7. products that perish quickly or that have a limited shelf life;
8. sealed products that for reasons of health protection or hygiene are not suitable to be returned and of which the seal has been broken after delivery;
9. products that after delivery were, due to their nature, irrevocably mixed with other products;
10. alcoholic beverages of which the price was agreed at the time of conclusion of the agreement but of which the delivery can only take place after 30 days and of which the actual value depends on fluctuations of the market that are beyond the control of the Entrepreneur;
11. sealed audio, video recordings and computer software of which the seal has been broken after delivery;
12. newspapers, journals or magazines, barring relevant subscriptions;
13. the delivery of digital content other than on a material carrier, however only if:
 - a. the performance started with the express prior consent of the Buyer; and
 - b. the Buyer declared that he thus forfeits his right of withdrawal.

Article 11 – The price

1. During the period of validity specified in the offer the prices of the offered products and/or services are not increased barring price changes due to changes in VAT rates.
2. In derogation from the previous paragraph the Entrepreneur may offer products or services of which the prices are subject to fluctuations on the financial market at variable prices. This link to fluctuations and the fact that potentially indicated prices are target prices must be indicated with the offer.
3. Price increases within 3 months after the conclusion of the agreement are only permitted if they are the result of statutory regulations or provisions.
4. Price increases from 3 months after the conclusion of the agreement are only permitted if the Entrepreneur stipulated this and:
 - a. they are the result of statutory regulations or provisions; or
 - b. the Buyer is authorised to terminate the agreement effective from the day that the price increase takes effect.
5. The prices specified in the offer of products or services are inclusive of VAT.

Article 12 – Compliance with agreement and additional warranty

1. The Entrepreneur guarantees that the products and/or services comply with the agreement, the specifications mentioned in the offer, the reasonable requirements of soundness and/or usability and the statutory provisions and/or official rules applicable on the date of conclusion of the agreement.
2. An additional warranty provided by the Entrepreneur, his supplier, manufacturer or importer, shall never limit the statutory rights and claims that the Buyer can enforce vis-à-vis the Entrepreneur pursuant to the agreement if the Entrepreneur failed to comply with his part of the agreement.
3. For this purpose additional warranty is understood as each and every commitment of the Entrepreneur, his supplier, importer or producer, in which rights or claims are allocated to the Buyer that exceed the statutory obligations of the Entrepreneur if the Entrepreneur fails to comply with his part of the agreement.

Article 13 – Delivery and execution

1. The Entrepreneur shall observe the utmost diligence when receiving and implementing orders for products and when assessing requests for the supply of services.
2. The address that the Buyer communicated to the Entrepreneur via the Platform is qualified as the place of delivery.
3. In consideration of the provisions set forth above in article 4 of these general terms and conditions, the Entrepreneur shall implement accepted orders expeditiously, however at the latest within 30 days, unless a different delivery period is agreed on. If the delivery is delayed, or if an order cannot or only partly be implemented, then the Buyer receives notification of the same within at the latest 30 days after he has placed the order. The Buyer shall in that case be entitled to dissolve the agreement at no cost and be entitled to potential compensation.
4. After dissolution in conformity with the previous paragraph the Entrepreneur shall see to it that the amount paid by the Buyer is without delay repaid by bol.com.
5. The risk of damage to and/or loss of a product is vested in the Entrepreneur up to the moment of delivery to the Buyer or a representative designated in advance and known to the Entrepreneur, unless expressly stipulated otherwise.

Article 14 – Continuing performance transactions: term, termination and renewal

Termination:

1. The Buyer may at all times terminate an agreement that was concluded for an indefinite period of time and that extends to the regular delivery of products (including electricity) or services, in consideration of the relevantly stipulated rules regarding notice and a notice period of one month at most.
2. The Buyer may at all times terminate an agreement that was concluded for a definite period of time and that extends to the regular delivery of products (including electricity) or services, at the end of the fixed term in consideration of the relevantly stipulated rules regarding notice and a notice period of one month at most.
3. With regard to the agreements as intended in the previous paragraphs the Buyer:

- may at all times terminate these and not be limited to termination at a certain time or in a certain period;
- can at least terminate these in the same manner as they were concluded by him;
- can always give notice of termination on the basis of the same notice period that the Entrepreneur stipulated for himself.

Renewal:

4. An agreement concluded for a fixed term that extends to the regular delivery of products (including electricity) or services cannot tacitly be extended or renewed for a definite period of time.
5. In derogation from the previous paragraph an agreement concluded for a definite period of time that extends to the regular delivery of daily newspapers, journals and weekly newspapers and magazines can tacitly be extended for a fixed term of at most three months if the Buyer can terminate the said extended agreement at the end of the extension in consideration of a notice period of at most one month.
6. An agreement concluded for a fixed term that extends to the regular delivery of products or services can only be extended automatically for an open term if the Buyer can terminate at any time in consideration of a notice period of at most one month. The notice period shall amount to at most three months if the agreement regards the regular, however not fewer than once a month, delivery of daily newspapers, journals and weekly newspapers and magazines.
7. An agreement with a limited term for the regular introductory delivery of daily newspapers, journals and weekly papers and magazines (trial and introduction subscriptions) are not continued automatically and end automatically after expiry of the trial or introduction period.

Term:

8. If an agreement has a term of more than a year then the Buyer can at all times terminate the agreement after a year in consideration of a notice period of at most one month, unless the principles of reasonableness and fairness oppose to termination before the end of the stipulated term.

Article 15 - Payment

1. To the extent not determined otherwise in the agreement or additional terms and conditions, the amounts payable by the Buyer must be paid within 14 days after the start of the reflection period or, failing a reflection period, within 14 days after the conclusion of the agreement. In case of an agreement for the provision of a service this term starts on the day after the consumer has received confirmation of the agreement.
2. If payment in advance has been stipulated then the Buyer cannot enforce any right regarding the implementation of the relevant order or service(s) before the stipulated payment in advance took place.

3. The Buyer is held to report inaccuracies in supplied or specified payment details without delay, to bol.com.
4. If the Buyer, residing or established in the Netherlands, does not comply with his payment obligation(s) in a timely fashion then he has been pointed to the late payment by bol.com and after he has been granted a period of 14 days, effective the day after receipt of the reminder, by bol.com to yet comply with his payment obligations and payment still fails to materialise within the said time limit of 14 days, liable to pay the statutory interest on the yet outstanding amount and bol.com shall be authorised to charge the extrajudicial collection costs incurred by the same. The said collection costs amount to at most 15% of the outstanding amounts up to € 2,500.00; 10% on the subsequent € 2,500.00; and 5% on the subsequent € 5,000.00 with a minimum of € 40.00. Bol.com may deviate from the said amounts and percentages for the benefit of the Buyer.

If the Buyer, residing or established in Belgium, does not timely comply with his payment obligation(s), he will receive a free reminder from bol.com. If the Buyer does not pay within the foreseeable payment period as stated in the first reminder, the Buyer will be charged late payments interest (“verwijlntresten”), as determined in the Act of 2 August 2002 on the fight against late payment in commercial transactions (“Wet van 2 augustus 2002 betreffende de bestrijding van de betalingsachterstand bij handelstransacties”), as well as a fixed compensation as follows:

- a) €20,- if the amount due is less than or equal to €150,-;
- b) €30,- plus 10% of the amount due on the tranche between €150,01 and €500,- if the amount due is between €150,01 and €500,-; and
- c) €65,- plus 5% of the amount due on the tranche above €500,-, with a maximum of €2.000,- if the amount due is above €500,-.

The reminder costs for each additional reminder are €7,50, plus the postage costs applicable at the time of sending.

Article 16 – Complaints procedure

1. The Entrepreneur has a sufficiently communicated complaints procedure and handles a complaint in accordance with the said complaints procedure.
2. Complaints about the implementation of the agreement must be submitted to the Entrepreneur without delay after the Buyer has taken note of the defects in a complete and clearly described manner.
3. Complaints submitted to the Entrepreneur are answered within a time limit of 14 days calculated from the date of receipt. If a complaint foreseeably requires a longer handling time then the Entrepreneur answers within the time limit of 14 days with a confirmation of receipt and an indication when the Buyer can expect a more extensive answer.

Article 17 - Disputes

1. Dutch law is exclusively applicable to agreements between the Entrepreneur and the Buyer to which these general terms and conditions are applicable.

Article 18 – Additional or deviating provisions

Additional provisions or provisions that deviate from these general terms and conditions cannot be to the detriment of the Buyer and must be established in writing or in such manner that they can in an accessible manner be stored on a sustainable data carrier by the Buyer.

Schedule I: Model form for withdrawal

Model form for withdrawal

(only complete and return this form if you want to withdraw the agreement)

To: bol.com B.V.

For the correct return address check the return information included in your account on our website.

Email: [via this form](#)

I / We* hereby inform you that I / we wish to withdraw the agreement regarding

- the sale of the following products: [indication of product]*
- the delivery of the following digital content: [indication of digital content]*
- the performance of the following service: [indication of service]

ordered on * / received on * [date of order in case of services or date of receipt in case of products]

[Name consumer(s)]

[Address consumer(s)]

[Signature consumer(s)] (only if this form is submitted in hard copy)

* Delete as applicable or complete as applicable.

SCHEDULE 2

Service Levels Professional Sellers

The Professional Seller shall comply with the following service levels with which the level of the services of the Professional Seller to the customer is determined:

- Answer customer questions within 24 hours*;
- Upload the invoice to the customer account within 24 hours* at the customer's request

- Available by telephone on working days (Monday to Friday) between 09:00 hours and 17:00 hours;
- Process cancellation requests of the customer within 24 hours;
- Process and deliver orders within the committed delivery period;
- Process received return Articles within 24 hours.
- Answer customer queries in Dutch in the Dutch language.

The Professional Seller commits to attain maximum customer satisfaction. This is reflected in the following norms:

Delivery in time $\geq 98\%$ of the total number of shipments**
 Cancellations $\leq 2\%$ of the total number of ordered Articles***
 Customer queries $\leq 5\%$ of the total number of ordered Articles
 Answering Customer queries $\geq 90\%$ of the Customer queries within 8 business hours ****
 Returns $\leq 5\%$ of total number of ordered Articles
 Answering the phone $\geq 90\%$ of the calls answered *****
 NPS after customer contact At least 10 or higher
 General review mark at least 8 or higher
 Track & Trace-number 100% of total number of shipments

The service standard will be determined over a period of one week, with the exception of the review mark. For the review mark applies the actual overall mark which will be displayed on the website.

* Excluding Saturday, Sunday and Holidays.

** We will verify, out of all the ordered Articles which we can measure on delivery time, whether the first delivery attempt falls within the delivery commitment the Professional Seller indicated

*** This percentage is calculated on cancellations by the Professional Seller, cancellations by Customers after the committed delivery period and automatic cancellations due to an expired order, because the Professional Seller did not confirm the order on time.

**** This percentage is calculated on the total amount of Customer queries received by the Professional Seller by email and in the Sales Account from the Customer or forwarded from bol.com customer services. Customer queries must also be answered within this period if bol.com temporarily has blocked the Sales Account of the Professional Seller.

***** On working days (Monday to Friday) between 09:00 hours and 17:00 hours.

Print page

Company name: _____

Date: _____

Signature: _____