JML eplus General Terms & Conditions

10 October 2025

These General Terms and Conditions of the Webshop Trustmark Foundation were developed in consultation with the Consumers' Association within the framework of the Self-Regulation Coordination Group (CZ) of the Social and Economic Council and enter into force on June 1, 2014.

These General Terms and Conditions will be used by all members of the Webshop Trustmark Foundation, with the exception of financial services as referred to in the Financial Supervision Act and insofar as these services are supervised by the Netherlands Authority for the Financial Markets (AFM).

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Article 1 - Definitions

These terms and conditions are defined as follows: under:

1. **Supplementary agreement:** An agreement whereby the consumer acquires products, digital content, and/or services under a distance contract and these products, digital content, and/or services are supplied by the entrepreneur or by a third party based on an agreement between that third party and the entrepreneur;
2. **Reflection period:** the period within which the consumer can exercise their right of withdrawal;
3. **Consumer:** the natural person who is not acting for purposes related to their trade, business, craft, or profession;
4. **Day:** calendar day;
5. **Digital content:** data produced and supplied in digital form;
6. **Duration agreement:** an agreement that provides for the regular delivery of products, services, and/or digital content over a specific period;
7. **Durable medium:** any instrument – including email – that enables the consumer or entrepreneur to store information addressed personally to them in a way accessible for future consultation or use for a period of time adequate for the purpose for which the information is intended, and which allows for the unaltered reproduction of the stored information;
8. **Right of withdrawal:** the consumer's option to withdraw from the distance contract within the cooling-off period;
9. **Entrepreneur:** the natural or legal person who is a member of the Stichting Webshop Keurmerk (Webshop Trustmark Foundation) and offers products, (access to) digital content, and/or services remotely to consumers;
10. **Distance contract:** an agreement concluded between the entrepreneur and the consumer within the framework of an organized system for the distance sale of products, digital content,

and/or services, whereby, up to and including the conclusion of the agreement, exclusive or partial use is made of one or more means of distance communication;

11. **Model withdrawal form:** the European model withdrawal form included in Appendix I of these terms and conditions;
12. **Distance communication technology:** means that can be used to conclude an agreement, without the consumer and the entrepreneur having to be in the same room at the same time;

Article 2 – Identity of the entrepreneur

Name of the entrepreneur: JML Services VOF

Trade Name: JML eplus

Address: Vogelaer 11 2675SH HONSELERSDIJK

Telephone: 0615660799

Email: info@jmleplus.nl

Chamber of Commerce number (KvK): 95057455

VAT number (BTW number): NL866983375B01

The entrepreneur can also be reached via an online complaint form on its website. The entrepreneur declares that electronic communication is equivalent to written communication in accordance with Article 6:227a of the Dutch Civil Code.

If the activity of the entrepreneur is subject to a relevant licensing scheme: the details of the supervisory authority;

If the entrepreneur pursues a regulated profession:

- the professional association or organisation to which he is affiliated;
- the professional title, the place in the EU or the European Economic Area where it was awarded;
- a reference to the professional rules applicable in the Netherlands and indications of where and how these professional rules can be accessed.

Article 3 – Applicability

1. These general terms and conditions apply to every offer made by the entrepreneur and to every distance contract concluded between the entrepreneur and the consumer.
2. Before the distance contract is concluded, the text of these general terms and conditions will be made available to the consumer. If this is not reasonably possible, the entrepreneur will indicate before the distance contract is concluded how the general terms and conditions can be consulted with the entrepreneur and that they will be sent free of charge as soon as possible at the consumer's request.
3. If the distance contract is concluded electronically, notwithstanding the previous paragraph, and before the distance contract is concluded, the text of these general terms and conditions may be made available to the consumer electronically in such a way that the consumer can easily store them on a durable data carrier. If this is not reasonably possible, the entrepreneur will indicate before the distance contract is concluded where the general terms and conditions can be consulted electronically and that they will be sent free of charge at the consumer's request, either electronically or otherwise.
4. In the event that specific product or service conditions apply in addition to these general terms and conditions, the second and third paragraphs apply accordingly, and, in the event of conflicting conditions, the consumer can always rely on the applicable provision that is most favourable to them.

Article 4 – The offer

1. If an offer has a limited period of validity or is made subject to conditions, this will be explicitly stated in the offer.
2. The offer contains a complete and accurate description of the products, digital content, and/or services offered. The description is sufficiently detailed to enable the consumer to properly assess the offer. If the entrepreneur uses images, these must be a true representation of the products, services, and/or digital content offered. Obvious mistakes or errors in the offer are not binding on the entrepreneur.

3. Each offer contains sufficient information to clearly indicate to the consumer the rights and obligations associated with accepting the offer.

Article 5 – The agreement

1. Subject to the provisions of paragraph 4, the agreement is concluded when the consumer accepts the offer and meets the conditions set therein.
2. If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm receipt of acceptance of the offer electronically. As long as the entrepreneur has not confirmed receipt of this acceptance, the consumer may terminate the agreement.
3. If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to secure the electronic transfer of data and ensure a secure web environment. If the consumer can pay electronically, the entrepreneur will observe appropriate security measures.
4. The entrepreneur may, within legal frameworks, ascertain whether the consumer can meet their payment obligations, as well as all facts and factors that are important for responsibly entering into the distance contract. If, based on this investigation, the entrepreneur has good reason not to enter into the agreement, they are entitled to reject an order or request with reasons, or to impose special conditions on its execution.
5. The entrepreneur will provide the consumer with the following information, in writing or in such a way that the consumer can store it in an accessible manner on a durable data carrier, no later than upon delivery of the product, service, or digital content:
    a. the visiting address of the entrepreneur's establishment where the consumer can submit complaints;
    b. the conditions under which and the manner in which the consumer can exercise the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
    c. information about guarantees and existing after-sales service;

d. the price, including all taxes, of the product, service, or digital content; where applicable, the delivery costs; and the method of payment, delivery, or execution of the distance contract;

e. the requirements for terminating the contract if the contract has a duration of more than one year or is of indefinite duration;

f. If the consumer has a right of withdrawal, the model withdrawal form.

6. In the case of a long-term transaction, the provision in the previous paragraph only applies to the first delivery.

Article 6 – Right of withdrawal

The cooling-off period is 14 days, unless the law prescribes a longer period.

For products:

1. The consumer can cancel an agreement regarding the purchase of a product during a cooling-off period of at least 14 days without giving any reason. The entrepreneur may ask the consumer for the reason for cancellation but is not obligated to state their reason(s).

2. The cooling-off period referred to in paragraph 1 commences on the day after the consumer, or a third party designated by the consumer in advance, who is not the carrier, has received the product, or:

    a. if the consumer has ordered multiple products in the same order: the day on which the consumer, or a third party designated by them, has received the last product. The entrepreneur may refuse an order for multiple products with different delivery times, provided they have clearly informed the consumer of this prior to the ordering process.

    b. if the delivery of a product consists of multiple shipments or parts: the day on which the consumer, or a third party designated by them, has received the last shipment or the last part;

    c. for contracts for the regular delivery of products over a specific period: the day on which the consumer, or a third party designated by the consumer, received the first product.

For services and digital content not delivered on a tangible medium:

3. The consumer can cancel a service contract and a contract for the delivery of digital content not delivered on a tangible medium within a period of at least 14 days without giving any reason. The trader may ask the consumer for the reason for cancellation but may not oblige the consumer to state their reason(s).
4. The cooling-off period referred to in paragraph 3 commences on the day following the conclusion of the contract.

Extended cooling-off period for products, services, and digital content not delivered on a tangible medium if the consumer is not informed about the right of withdrawal:

5. If the trader has not provided the consumer with the legally required information about the right of withdrawal or the model withdrawal form, the cooling-off period expires twelve months after the end of the original cooling-off period determined in accordance with the previous paragraphs of this article.
6. If the entrepreneur has provided the consumer with the information referred to in the previous paragraph within twelve months after the commencement date of the original reflection period, the reflection period will expire 14 days after the day on which the consumer received that information.

Article 7 – Consumer obligations during the cooling-off period

1. During the reflection period, the consumer shall handle the product and its packaging with care. They shall only unpack or use the product to the extent necessary to determine the nature, characteristics, and functioning of the product. The basic principle here is that the consumer may only handle and inspect the product as they would be allowed to do in a shop.
2. The consumer is only liable for any diminished value of the product resulting from handling the product beyond what is permitted in paragraph 1.
3. The consumer is not liable for any diminished value of the product if the entrepreneur has not provided them with all legally required information about the right of withdrawal before or at the conclusion of the agreement.

Article 8 – Exercise of the right of withdrawal by the consumer and the associated costs

1. If the consumer exercises their right of withdrawal, they must notify the entrepreneur within the cooling-off period using the model withdrawal form or in another unambiguous manner.
2. As soon as possible, but within 14 days from the day following the notification referred to in paragraph 1, the consumer must return the product or hand it over to (an authorized representative of) the entrepreneur. This is not necessary if the entrepreneur has offered to collect the product itself. The consumer has in any case observed the return period if they return the product before the cooling-off period has expired.
3. The consumer must return the product with all delivered accessories, if reasonably possible in the original condition and packaging, and in accordance with the reasonable and clear instructions provided by the entrepreneur.
4. The risk and the burden of proof for the correct and timely exercise of the right of withdrawal lie with the consumer.
5. The consumer must bear the direct costs of returning the product. If the entrepreneur has not stated that the consumer must bear these costs, or if the entrepreneur indicates that they will bear the costs themselves, the consumer is not required to bear the return costs.
6. If the consumer withdraws after first explicitly requesting that the performance of the service or the supply of gas, water, or electricity not made ready for sale in a limited volume or quantity commence during the cooling-off period, the consumer owes the entrepreneur an amount proportional to that part of the commitment already fulfilled by the entrepreneur at the time of withdrawal, compared to the full fulfilment of the commitment.
7. The consumer shall not bear any costs for the performance of services or the supply of water, gas, or electricity not made ready for sale in a limited volume or quantity, or for the supply of district heating, if:
    a. the entrepreneur has not provided the consumer with the legally required information about the right of withdrawal, the reimbursement of costs in the event of withdrawal, or the model withdrawal form, or;
    b. The consumer has not expressly requested the commencement of the performance of the service or the

supply of gas, water, electricity, or district heating during the cooling-off period.

8. The consumer shall not bear any costs for the full or partial delivery of digital content not supplied on a tangible medium if:
    a. they have not expressly agreed, prior to delivery, to the commencement of performance of the agreement before the end of the cooling-off period;
    b. they have not acknowledged that they lose their right of withdrawal upon giving their consent; or
    c. the entrepreneur has failed to confirm this statement from the consumer.
9. If the consumer exercises their right of withdrawal, all supplementary agreements are automatically terminated.

Article 9 – Obligations of the entrepreneur upon withdrawal

1. If the entrepreneur enables the consumer to notify the consumer of withdrawal electronically, they will immediately send an acknowledgement of receipt after receiving this notification.
2. The entrepreneur will reimburse all payments made by the consumer, including any delivery costs charged by the entrepreneur for the returned product, without delay, but within 14 days following the day on which the consumer notifies them of the withdrawal. Unless the entrepreneur offers to collect the product themselves, they may withhold reimbursement until they have received the product or until the consumer proves that they have returned the product, whichever is earlier.
3. The entrepreneur will use the same payment method used by the consumer for reimbursement, unless the consumer agrees to a different method. The reimbursement is free of charge for the consumer.
4. If the consumer has opted for a more expensive delivery method than the cheapest standard delivery, the entrepreneur is not required to reimburse the additional costs for the more expensive method.

Article 10 – Exclusion of the right of withdrawal

The entrepreneur may exclude the following products and services from the right of withdrawal, but only if the entrepreneur has clearly stated this in the offer, at least in good time before the agreement is concluded:

1. Products or services whose price is subject to fluctuations in the financial market over which the entrepreneur has no influence, and which may occur within the withdrawal period.
2. Agreements concluded during a public auction. A public auction is defined as a sales method in which products, digital content, and/or services are offered by the entrepreneur to the consumer who is personally present or is given the opportunity to be personally present at the auction, under the direction of an auctioneer, and in which the successful bidder is obligated to purchase the products, digital content, and/or services.
3. Service agreements, after full performance of the service, but only if:
    a. the performance has begun with the consumer's express prior consent; and
    b. the consumer has stated that they will lose their right of withdrawal once the entrepreneur has fully performed the agreement.
4. Service contracts for the provision of accommodation, if the contract specifies a specific date or period of performance and other than for residential purposes, the transport of goods, car rental services, and catering;
5. Contracts relating to leisure activities, if the contract specifies a specific date or period of performance;
6. Products manufactured to the consumer's specifications, which are not prefabricated and are manufactured based on an individual choice or decision by the consumer, or which are clearly intended for a specific person;
7. Products that spoil quickly or have a limited shelf life;
8. Sealed products that are not suitable for return for reasons of health protection or hygiene and whose seal has been broken after delivery;
9. Products that, by their nature, are inseparably mixed with other products after delivery;
10. Alcoholic beverages, the price of which was agreed upon conclusion of the contract, but the delivery of which can only take place after 30

days, and the actual value of which depends on market fluctuations beyond the trader's control;

11. Sealed audio and video recordings and computer software, the seal of which has been broken after delivery;
12. Newspapers, periodicals, or magazines, with the exception of subscriptions to these;
13. The supply of digital content other than on a tangible medium, but only if:
    a. the performance has begun with the consumer's express prior consent; and
    b. the consumer has stated that they thereby lose their right of withdrawal.

Article 11 – The price

1. During the validity period stated in the offer, the prices of the products and/or services offered will not be increased, except for price changes due to changes in VAT rates.
2. Notwithstanding the previous paragraph, the entrepreneur may offer products or services with variable prices, the prices of which are subject to fluctuations in the financial market over which the entrepreneur has no control. This subjection to fluctuations and the fact that any stated prices are target prices will be stated in the offer.
3. Price increases within 3 months of 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 has stipulated this and:
    a. they are the result of statutory regulations or provisions; or
    b. the consumer has the authority to terminate the agreement effective from the date on which the price increase takes effect.
5. The prices stated in the offer of products or services include VAT.

Article 11A – Consumer Reviews and Price Reductions

1. If the price of a product or service is personalized based on automated decision-making, the consumer will be clearly informed of this before the purchase.
2. The entrepreneur declares that all published consumer reviews originate from real customers who have made a purchase and explains on the website how this is verified.
3. If price reductions are communicated, the entrepreneur will state the lowest price applied to the product in the 30 days prior to the price reduction, to the extent legally required.

Article 12 – Compliance with the agreement and additional guarantee

1. The entrepreneur guarantees that the products and/or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of soundness and/or usability and the legal provisions and/or government regulations existing on the date of the conclusion of the agreement. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.
2. An additional warranty provided by the entrepreneur, its supplier, manufacturer or importer never limits the legal rights and claims that the consumer can assert against the entrepreneur under the agreement if the entrepreneur has failed to fulfil with its part of the agreement.
3. An additional warranty is understood to mean any obligation of the entrepreneur, its supplier, importer, or manufacturer in which it grants the consumer certain rights or claims that go beyond what the consumer is legally obligated to do in the event of a failure to fulfil its part of the agreement.

Article 13 – Delivery and execution

1. The entrepreneur will exercise the utmost care when receiving and fulfilling orders for products and when assessing requests for the provision of services.

2. The place of delivery is the address that the consumer has provided to the entrepreneur.
3. Subject to the provisions of Article 4 of these general terms and conditions, the entrepreneur will fulfil accepted orders expeditiously, but no later than within 30 days, unless a different delivery period has been agreed. If delivery is delayed, or if an order cannot be fulfilled or can only be partially fulfilled, the consumer will be notified of this no later than 30 days after placing the order. In that case, the consumer has the right to terminate the agreement free of charge and is entitled to any compensation.
4. After termination in accordance with the previous paragraph, the entrepreneur will immediately refund the amount paid by the consumer.
5. The risk of damage and/or loss of products rests with the entrepreneur until the moment of delivery to the consumer or a previously designated representative made known to the entrepreneur, unless expressly agreed otherwise.

Article 14 – Long-term transactions: duration, termination and extension

Termination:

1. The consumer may cancel an agreement entered into for an indefinite period and which provides for the regular delivery of products (including electricity) or services at any time, subject to the agreed cancellation rules and a notice period of no more than one month.
2. The consumer may cancel an agreement entered into for a fixed period and which provides for the regular delivery of products (including electricity) or services at any time towards the end of the fixed term, subject to the agreed cancellation rules and a notice period of no more than one month.
3. The consumer may cancel the agreements referred to in the previous paragraphs:

    - at any time and not be limited to cancellation at a specific time or during a specific period;

    - at least cancel in the same manner as they were entered into;

- always cancel with the same notice period as the entrepreneur has stipulated for itself.

Extension:

4. An agreement entered into for a fixed period and intended for the regular delivery of products (including electricity) or services may not be tacitly extended or renewed for a fixed term.
5. Notwithstanding the previous paragraph, an agreement entered into for a fixed period and intended for the regular delivery of daily newspapers, weekly newspapers, and magazines may be tacitly extended for a fixed term of up to three months, if the consumer can cancel this extended agreement at the end of the extension period with a notice period of no more than one month.
6. An agreement entered into for a fixed period and intended for the regular delivery of products or services may only be tacitly extended for an indefinite term if the consumer may cancel it at any time with a notice period of no more than one month. The notice period is no more than three months if the agreement provides for the regular, but less than monthly, delivery of daily newspapers, weekly newspapers, and magazines.
7. A limited-term agreement for the regular delivery of daily newspapers, newspapers, weekly newspapers, and magazines (trial or introductory subscription) is not automatically renewed and ends automatically after the trial or introductory period.

Duration:

8. If an agreement has a term of more than one year, the consumer may terminate the agreement at any time after one year, with a notice period of no more than one month, unless reasonableness and fairness preclude termination before the end of the agreed term.

Article 15 – Payment

1. Unless otherwise stated in the agreement or additional terms, amounts owed by the consumer must be paid within 14 days after the start of the cooling-off period, or, in the absence of a cooling-off period, within 14 days after the conclusion of the agreement. In the case of an agreement to provide a service, this period commences on the day after the consumer receives confirmation of the agreement.

2. When selling products to consumers, the general terms and conditions may never obligate the consumer to pay more than 50% in advance. If an advance payment has been stipulated, the consumer cannot assert any rights regarding the execution of the relevant order or service(s) before the stipulated advance payment has been made.
3. The consumer is obligated to immediately report any inaccuracies in payment details provided or stated to the entrepreneur.
4. If the consumer fails to meet their payment obligation(s) on time, after the entrepreneur has notified them of the late payment and has granted the consumer a period of 14 days in which to still meet their payment obligations, if payment is not made within this 14-day period, the consumer will owe statutory interest on the outstanding amount, and the entrepreneur is entitled to charge the extrajudicial collection costs incurred by them. These collection costs amount to a maximum of: 15% on outstanding amounts up to €2,500; 10% on the next €2,500; and 5% on the next €5,000, with a minimum of €40. The entrepreneur may deviate from the stated amounts and percentages to the consumer's advantage.

Article 16 – Complaints procedure

1. The entrepreneur has a sufficiently publicized complaints procedure and handles complaints in accordance with this procedure.
2. Complaints about the performance of the agreement must be submitted to the entrepreneur fully and clearly described within a reasonable time after the consumer has discovered the defects.
3. Complaints submitted to the entrepreneur will be answered within 14 days from the date of receipt. If a complaint requires a foreseeably longer processing time, the entrepreneur will respond within 14 days with a confirmation of receipt and an indication of when the consumer can expect a more detailed response.
4. A complaint about a product, service, or the entrepreneur's service can also be submitted via a complaints form on the consumer page of the Stichting Webshop Keurmerk website (https://www.keurmerk.info/klacht/ in Dutch). The complaint will then be sent to both the entrepreneur in question and to Stichting Webshop Keurmerk.

5. If the complaint cannot be resolved by mutual agreement within a reasonable period or within 3 months after submitting the complaint, a dispute arises that is subject to the dispute resolution procedure.

Article 17 – Disputes

Disputes may be submitted by the consumer to the competent court, without prejudice to mandatory legal provisions.

Agreements between the entrepreneur and the consumer to which these terms and conditions apply are exclusively governed by Dutch law.

Article 18 – Additional or deviating provisions

Additional or deviating provisions from these terms and conditions may not be detrimental to the consumer and must be recorded in writing or in such a way that they can be stored by the consumer in an accessible manner on a durable data carrier.

Article 19 – Amendment to the general terms and conditions of the Webshop Trustmark Foundation

Changes to these terms and conditions will only become effective after they have been published in an appropriate manner, with the understanding that in the event of applicable changes during the term of an offer, the provision most favourable to the consumer will prevail.

Appendix I: Model Withdrawal Form

Model Withdrawal Form

(Complete and return this form only if you wish to withdraw from the contract)

To: [name of the trader]

[geographic address of the trader]

[fax number of the trader, if available]

[email address or electronic address of the trader]

I/We* hereby give notice that I/we* withdraw from our contract for the sale of the following products: [product designation]*, the supply of the following digital content: [digital content designation]*, the performance of the following service: [service designation]*

Ordered on*/received on* [date of ordering services or receiving products]

[Consumer's Name(s)]

[Consumer's Address]

[Consumer's Signature] (only if this form is submitted on paper)

* Cross out what is not applicable or fill in what is applicable.