



General Terms and Conditions for Web shop AMC Unicon

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Article 1 - Definitions

In these conditions the following terms have the following meanings:

1. **Reflection period:** the period within which the consumer can exercise his right of dissolution;
2. **Consumer:** the natural person who does not act in the exercise of a profession or business and who enters into a remote contract with the entrepreneur;
3. **Day:** calendar day;
4. **Term transaction:** a remote contract with regard to a series of products and / or services, the delivery and / or purchase obligation of which is spread out over time;
5. **Durable data carrier:** any means that enables the consumer or entrepreneur to store information that is addressed to him personally in a way that allows future consultation and unaltered reproduction of the stored information.
6. **Dissolution right:** the possibility for the consumer to withdraw from the remote contract within the reflection period;
7. **Model form:** the model form for dissolution that the entrepreneur makes available that a consumer can fill in if he wants to use his right of dissolution.
8. **Entrepreneur:** the natural or legal person who offers products and / or services to consumers remotely;
9. **Remote contract:** an agreement whereby use is exclusively made of one or more technologies for remote communication, within the framework of a system for remote selling of products and / or services organized by the entrepreneur, up to and including the conclusion of the contract;



10. **Technology for remote communication:** means that can be used for the conclusion of an agreement, without the consumer and entrepreneur coming together in the same room at the same time.
11. **General Conditions:** the present General Conditions of AMC Unicon.

Article 2 – Information on AMC Unicon

Unicon N.V.

Caja Juan Pablo II 121, Oranjestad, Aruba;

Telephone number: +297-521-1100 from 08am till 5.00pm

E-mail address: orders@unicon.aw

Chamber of Commerce number: 826.0

Tax number: 1827089

Article 3 - Applicability

1. These general terms and conditions apply to every offer from the entrepreneur and to every remote contract and orders between entrepreneur and consumer.
2. Before the remote contract is concluded, the text of these general terms and conditions will be made available to the consumer. If this is not reasonably possible, before the remote contract is concluded, it will be indicated that the general terms and conditions can be viewed at the entrepreneur and that they will be sent free of charge at the request of the consumer.
3. If the remote contract is concluded electronically, notwithstanding the previous paragraph and before the remote contract is concluded, the text of these general terms and conditions can be made available to the consumer electronically in such a way that the consumer can easily store it on a durable data carrier. If this is not reasonably possible, before the remote contract is concluded, it will be indicated where the general terms and conditions can be consulted electronically and that they will be sent free of charge electronically or otherwise at the request of the consumer.
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 as well and in the event of conflicting general terms and conditions, the consumer can always rely on the applicable provision that is most beneficial to him.
5. If one or more provisions in these general terms and conditions are at any time wholly or partially null and void or are nullified, the agreement and these terms and conditions will continue to apply and the provision in question will be immediately replaced by a provision that is mutually agreed upon and is as close as possible to the tenor of the original provision.
6. Situations not regulated in these terms and conditions should be assessed "in the spirit" of these terms and conditions.
7. Uncertainties about the explanation or content of one or more provisions of our terms and conditions must be explained "in the spirit" of these terms and conditions.



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 is without obligation. The entrepreneur is entitled to change and adjust the offer.
3. The offer contains a complete and accurate description of the products and / or services offered. The description is sufficiently detailed to allow a proper assessment of the offer by the consumer. If the entrepreneur uses images, they are a true representation of the products and / or services offered. Obvious mistakes or obvious errors in the offer do not bind the entrepreneur.
4. All images, specifications and data in the offer are indicative and cannot give rise to compensation or dissolution of the agreement.
5. Pictures with products are a true representation of the products offered. The entrepreneur cannot guarantee that the colors displayed exactly match the real colors of the products.
6. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to the acceptance of the offer. This concerns in the particular:
 - the price including taxes;
 - any delivery costs;
 - whether or not the right of dissolution applies;
 - the method of payment, delivery and execution of the agreement;
 - the period for accepting the offer, or the period within which the entrepreneur maintains the price;
 - the rate for remote communication if the costs of using the technology for remote communication are calculated on a basis other than the regular basic rate for the means of communication used;
 - any other languages in which, in addition to English, the contract can be concluded;
 - the minimum duration of the remote contract in the event of a term transaction.

Article 5 - The agreement

1. The agreement is concluded, subject to the provisions of paragraph 4, when the consumer accepts the offer and meets the corresponding conditions.
2. If the consumer has accepted the offer electronically, the entrepreneur will immediately electronically confirm receipt of the acceptance of the offer. If the receipt of this acceptance has not been confirmed by the entrepreneur, the consumer can dissolve the agreement.
3. If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to protect the electronic transfer of data and he will ensure a safe web environment. If the consumer can pay electronically, the entrepreneur will observe appropriate security measures.
4. The entrepreneur can - within legal frameworks - inform whether the consumer can meet his payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the remote contract. If, on the basis of this investigation, the entrepreneur has good reasons not to enter into the agreement, he is entitled to refuse an order or request, stating reasons, or to attach special conditions to the execution.



5. The entrepreneur will send the following information with the product or service to the consumer, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable data carrier:
 - a. the visiting address of the establishment of the entrepreneur where the consumer can go with complaints;
 - b. the conditions under which and the manner in which the consumer can make use of the right of dissolution, or a clear statement regarding the exclusion of the right of dissolution;
 - c. information about guarantees and existing after-sales service;
 - d. the information included in article 4 paragraph 3 of these conditions, unless the entrepreneur has already provided this information to the consumer before the execution of the agreement;
 - e. the requirements for terminating the agreement if the agreement has a duration of more than one year or is indefinite.
6. In the event of a term transaction, the provisions in the previous paragraph apply only to the first delivery.
7. Each agreement is entered into under the suspending conditions of sufficient availability of the products in question.

Article 6 - Right of dissolution

When delivering products:

1. When purchasing products, the consumer has the option to dissolve the contract without giving any reason during 7 (seven) working days. This reflection period commences on the day after receipt of the product by the consumer or a representative designated in advance and notified to the entrepreneur by the consumer.
2. During the reflection period, the consumer will handle the product and packaging with care. He will only unpack or use the product to the extent necessary to assess whether he wishes to keep the product. If he makes use of his right of cancellation, he will return the product with all accessories and in the original condition and packaging to the entrepreneur, in accordance with the reasonable and clear instructions provided by the entrepreneur.
3. If the consumer wishes to make use of his right of dissolution, he is obliged to make this known to the entrepreneur within 7 (seven) working days after receipt of the product. The consumer must make this known using the model form. After the consumer has made it known that he wants to make use of his right of dissolution, the customer must return the product within 7 (seven) working days. The consumer must prove that the delivered goods have been returned on time, for example by means of a proof of delivery.
4. If, after expiry of the periods referred to in paragraphs 2 and 3, the customer has not indicated that he wishes to make use of his right of dissolution or the product has not been returned to the entrepreneur, the purchase is a fact.

When providing services:

5. When providing services, the consumer has the option to dissolve the contract without giving any reason during at least 7 (seven) working days, starting on the day of entering the contract.
6. To make use of his right of dissolution, the consumer will follow the reasonable and clear instructions provided by the entrepreneur with the offer and / or at the latest upon delivery.



Article 7 - Costs in case of dissolution

1. If the consumer makes use of his right of dissolution, the costs of return will be for his account.
2. If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible, but no later than 30 (thirty) days after termination. This is subject to the condition that the product has already been received back by the entrepreneur or conclusive proof of complete return can be submitted. Refund will be made via the same payment method used by the consumer unless the consumer explicitly gives permission for another payment method.
3. If the product is damaged due to careless handling by the consumer, the consumer is liable for any decrease of the value of the product.
4. The consumer cannot be held liable for a decrease in the value of the product if the entrepreneur has not provided all legally required information about the right of dissolution, this must be done before the conclusion of the purchase agreement.

Article 8 - Exclusion of dissolution right

1. The entrepreneur can exclude the right of dissolution of the consumer for products as described in paragraphs 2 and 3. The exclusion of the right of dissolution only applies if the entrepreneur has clearly stated this in the offer, at least timely before the conclusion of the agreement.
2. Exclusion of the right of dissolution is only possible for products:
 - a. that have been produced or assembled by the entrepreneur in accordance with the consumer's specifications;
 - b. that are clearly of a personal nature;
 - c. that cannot be returned due to their nature;
 - d. that can spoil or age quickly;
 - e. the price of which is subject to fluctuations in the financial market over which the entrepreneur has no influence;
 - f. for audio and video recordings and computer software of which the consumer has broken the seal;
 - g. for hygienic products of which the consumer has broken the seal.
3. Exclusion of the right of termination is only possible for services:
 - a. concerning accommodation, transport, restaurant business or leisure activities to be performed on a specific date or during a specific period;
 - b. whose delivery has begun with the express consent of the consumer before the reflection period has expired;
 - c. concerning betting and lotteries.

Article 9 - The price

1. During the period of validity stated in the offer, the prices of the products and / or services offered will not be increased, except for price changes as a result of changes in BBO or VAT rates.



2. Contrary to the previous paragraph, the entrepreneur can offer products or services whose prices are subject to fluctuations in the financial market and over which the entrepreneur has no influence, with variable prices. This link to fluctuations and the fact that any stated prices are indicative prices are stated in 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 has stipulated this and:
 - a. they are the result of statutory regulations or provisions; or
 - b. the consumer is authorized to terminate the agreement with effect from the day on which the price increase takes effect.
5. The prices stated in the offer of products or services include BBO and VAT.
6. All prices are subject to printing and typesetting errors. No liability is accepted for the consequences of printing and typesetting errors. In the event of printing and typesetting errors, the entrepreneur is not obliged to deliver the product at the incorrect price.

Article 10 - Conformity and Warranty

1. The entrepreneur assures that the products and / or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of reliability and / or usability and the legal provisions and / or government regulations existing on the date of the conclusion of the agreement.
2. A guarantee provided by the entrepreneur, manufacturer or importer does not affect the legal rights and claims that the consumer can assert against the entrepreneur under the agreement.
3. Any defects or incorrectly delivered products must be reported to the entrepreneur in writing within 1 week of delivery. Return of the products must be in the original packaging and in new condition.
4. The warranty period of the entrepreneur corresponds to the factory warranty period. However, the entrepreneur is never responsible for the ultimate suitability of the products for each individual application by the consumer, nor for any advice regarding the use or application of the products.
5. The warranty does not apply if:
 - The consumer has repaired and / or altered the delivered products himself or has them repaired and / or altered by third parties;
 - The delivered products have been exposed to abnormal circumstances or are otherwise carelessly handled or are handled contrary to the instructions of the entrepreneur and / or on the packaging;
 - The defect is wholly or partly the result of regulations that the government has made or will make regarding the nature or quality of the materials used.

Article 11 - Delivery and execution

1. The entrepreneur will take the greatest possible care when receiving and executing orders for products and when assessing applications for the provision of services.



2. The place of delivery is the address that the consumer has made known to the company.
3. With due observance of what is stated in paragraph 4 of this article, the company will execute accepted orders expeditiously, but at the latest within 14 days, unless the consumer has agreed to a longer delivery period. If delivery is delayed, or if an order cannot or only partially be executed, the consumer will be notified of this no later than 14 days after placing the order. In that case, the consumer has the right to terminate the contract at no cost. The consumer is not entitled to compensation.
4. All delivery times are indicative. The consumer cannot derive any rights from any stated delivery times. Exceeding a delivery time does not entitle the consumer to compensation.
5. In case of dissolution in accordance with paragraph 3 of this article, the entrepreneur will refund the amount that the consumer has paid as soon as possible, but no later than 30 (thirty) days after dissolution.
6. If delivery of an ordered product proves to be impossible, the entrepreneur will endeavor to make a replacement article available. At the latest 7 days before delivery, it will be stated in a clear and comprehensible manner that a replacement item is being delivered. The right of termination cannot be excluded for replacement items. The costs of a possible return shipment are for the account of the entrepreneur.
7. The risk of damage and / or loss of products rests with the entrepreneur until the moment of delivery to the consumer or a pre-designated representative notified to the entrepreneur, unless expressly agreed otherwise.

Article 12 - Duration transactions: duration, cancellation, and extension

Cancellation

1. The consumer can terminate an agreement that has been concluded for an indefinite period and which is for the regular delivery of products or services, at any time subject to the agreed cancellation rules and a notice period of no more than one month.
2. The consumer can terminate a contract that has been concluded for a definite period and which is for the regular delivery of products or services, at any time by 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 can cancel the agreements mentioned in the previous paragraphs:
 - at any time and not be limited to cancellation at a specific time or in a specific period;
 - at least in the same way as they have been entered into by him;
 - always with the same notice period as the entrepreneur has stipulated for himself.

Extension

4. A contract that has been concluded for a definite period and which is for the regular delivery of products or services may not be automatically extended or renewed for a fixed period.
5. A contract that has been concluded for a definite period and which is for the regular delivery of products or services may only be extended tacitly for an indefinite period if the consumer can cancel at any time with a notice period of no more than one month.



Term

6. If an agreement has a duration of more than one year, the consumer may terminate the agreement at any time with a notice period of up to one month, unless the reasonableness and fairness prevent cancellation before the end of the agreed duration.

Article 13 - Payment

1. Unless otherwise agreed, the amounts owed by the consumer must be paid within 5 (five) working days after the start of the reflection period as referred to in Article 6, paragraph 1. In the event of an agreement to provide a service, this period commences after the consumer has received the confirmation of the agreement.
2. The consumer has the duty to report inaccuracies in payment details provided or stated to the entrepreneur without delay.
3. In case of default by the consumer, the entrepreneur has the right, subject to legal restrictions, to charge the reasonable costs made known to the consumer in advance.

Article 14 - Complaints procedure

1. The entrepreneur has a sufficiently notified complaints procedure and handles the complaint in accordance with this complaint's procedure.
2. Complaints about the implementation of the agreement must be submitted fully and clearly described to the entrepreneur within 7 days, after the consumer has discovered the defects.
3. Complaints submitted to the entrepreneur will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeably longer processing time, the entrepreneur will reply within the period of 14 days with a notice of receipt and an indication when the consumer can expect a more detailed answer.
4. If the complaint cannot be resolved by mutual agreement, a dispute will arise that is subject to the dispute settlement procedure.
5. A complaint does not suspend the obligations of the entrepreneur unless the entrepreneur indicates otherwise in writing.
6. If a complaint is found to be justified by the entrepreneur, the entrepreneur will replace or repair the products delivered free of charge at its choice.

Article 15 - Disputes

1. On contracts between the entrepreneur and the consumer to which these general terms and conditions apply, only Aruban law applies. Even if the consumer lives abroad.
2. The Vienna Sales Convention does not apply.

Article 16 - Additional or different stipulations

Additional or deviating provisions from these general terms and conditions may not be to the detriment of 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.



Model Form for dissolution

(only fill out and return this form if you want to dissolve the agreement)

- To: AMC Unicon
- Address: Caja Juan Pablo II 121, Oranjestad, Aruba
- Email: orders@unicon.aw
- Tel: +297-521-1100

— I/We (*) hereby inform you that I/we (*) am/are (*) dissolving the agreement on the sale of the following products/provision of the following service (*):

— Ordered on (DD-MM-YYYY) :

— Order number :

— Received on (DD-MM-YYYY):

— Name/Names consumer(s)

— Address consumer(s):

— Account number:

— Signature of consumer(s) (only when this form is delivered on paper)

— Date (DD-MM-YYYY):

() strike through what is not applicable*