

General Terms and Conditions

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Amendment of the Thuiswinkel General Terms and Conditions

Article 1 - Definitions

In these terms and conditions, the following definitions apply:

1. Supplementary agreement: an agreement whereby the consumer acquires products, digital content and/or services in connection with a distance contract and these goods, digital content and/or services are supplied by the entrepreneur or by a third party on the basis of an agreement between that third party and the entrepreneur; 2. Cooling-off period: the period within which the consumer may exercise his right of withdrawal; 3. Consumer: the natural person who does not act for purposes related to his trade, business, craft or professional activity; 4. Day: calendar day; 5. Digital content: data produced and supplied in digital form; 6. Long-term contract: an agreement that provides for the regular supply of goods, services and/or digital content over a specified period; 7. Durable data carrier: any device – including e-mail – that enables the consumer or entrepreneur to store information addressed to him personally in a manner that allows for future consultation or use over a period commensurate with the purpose for which the information is intended, and that enables the unaltered reproduction of the stored information; 8. Right of withdrawal: the possibility for the consumer to withdraw from the distance contract within the cooling-off period ; 9.

Entrepreneur: the natural or legal person who is a member of Thuiswinkel.org and offers products, (access to) digital content and/or services to consumers at a distance;

10. Distance contract: an agreement concluded between the entrepreneur and the consumer within the framework of an organised system for distance selling of products, digital content and/or services, whereby exclusively or partly one or more techniques for distance communication are used up to and including the conclusion of the agreement; 11. Model withdrawal form: the European model withdrawal form included in Appendix I of these terms and conditions; Appendix I need not be made available if the consumer does not have a right of withdrawal in respect of his order; 12. Technique for distance communication: means that can be used to conclude an agreement without the consumer and the entrepreneur having to be simultaneously present in the same space.

Article 2 - Identity of the entrepreneur

Name of entrepreneur: Babypark Kesteren BV
Trading under the name(s): - Bednest

Registered address: Batteriesweg 194041 DA KESTEREN

Telephone number: +31 488 48 88 88

Availability: Monday to Friday from 10:00 to 17:30
Saturday from 10:00 to 17:00

Email address: info@bednest.nl

Chamber of Commerce number: 11031491 VAT number: NL804982442B01

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 shall be made available to the consumer. If this is not reasonably possible, the entrepreneur shall, before the distance contract is concluded, indicate how the general terms and conditions can be consulted at the entrepreneur's premises and that they will be sent free of charge to the consumer as soon as possible upon 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 manner that the consumer can easily store them on a durable data carrier. If this is not reasonably possible, it shall be indicated 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 to the consumer electronically or in another manner upon request.
4. In the event that specific product or service conditions also apply in addition to these general terms and conditions, paragraphs 2 and 3 shall apply accordingly, and in the event of conflicting conditions, the consumer may always invoke the applicable provision that is most favorable to him.

Article 4 - The offer

1. If an offer has a limited validity period or is 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 make a proper assessment of the offer. If the entrepreneur makes use of images, these are a true representation of the products, services, and/or digital

content offered. Obvious mistakes or errors in the offer do not bind the entrepreneur. 3. Each offer contains such information that it is clear to the consumer what the rights and obligations are that are associated with the acceptance of the offer.

Article 5 - The agreement

1. The agreement, subject to the provisions of paragraph 4, is concluded at the moment of acceptance by the consumer of the offer and compliance with the conditions set out therein.
2. If the consumer has accepted the offer electronically, the entrepreneur shall immediately confirm receipt of the acceptance of the offer electronically. As long as receipt of this acceptance has not been confirmed by the entrepreneur, the consumer may dissolve the agreement.
3. If the agreement is concluded electronically, the entrepreneur shall take appropriate technical and organizational measures to secure the electronic transmission of data and ensure a secure web environment . If the consumer can pay electronically, the entrepreneur shall take appropriate security measures for this purpose.
4. Within legal frameworks, the entrepreneur may ascertain whether the consumer can meet his payment obligations, as well as all facts and factors that are relevant for responsibly entering into the distance contract. If, on the basis of this investigation, the entrepreneur has good grounds not to enter into the agreement, he is entitled to refuse an order or application with justification or to attach special conditions to its execution.
5. The entrepreneur shall, at the latest upon delivery of the product, service or digital content to the consumer, provide the following information in writing or in such a manner 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 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 regarding warranties and existing after-purchase 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 performance of the distance contract;
 - e. the requirements for termination of 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 continuous transaction, the provision in the previous paragraph applies only to the first delivery.

Article 6 - Right of withdrawal

For products:

1. The consumer may dissolve an agreement regarding the purchase of a product during a cooling-off period of 14 days without giving reasons. The entrepreneur may ask the consumer for the reason for withdrawal, but may not oblige him to state his

reason(s). 2. The cooling-off period referred to in paragraph 1 commences on the day after the consumer, or a third party designated in advance by the consumer 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 him, has received the last product. The entrepreneur may refuse an order of multiple products with different delivery times, provided that he has clearly informed the consumer of this prior to the ordering process. b. if the delivery of a product consists of different shipments or parts: the day on which the consumer, or a third party designated by him, has received the last shipment or the last part; c. in agreements for the regular delivery of products over a certain period: the day on which the consumer, or a third party designated by him, has received the first product.

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

3. The consumer may dissolve a service agreement and an agreement for the supply of digital content not delivered on a tangible medium for at least 14 days without giving reasons. The entrepreneur may ask the consumer for the reason for withdrawal, but may not oblige him to state his reason(s).

4. The cooling-off period referred to in paragraph 3 commences on the day following the conclusion of the agreement.

Extended cooling-off period for products, services and digital content not delivered on a tangible medium in case of failure to inform about the right of withdrawal:

5. If the entrepreneur has not provided the consumer with the legally required information regarding 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 established in accordance with the preceding paragraphs of this article. 6. If the entrepreneur has provided the consumer with the information referred to in the preceding paragraph within twelve months after the start date of the original cooling-off period, the cooling-off period shall expire 14 days after the day on which the consumer received that information.

Article 7 - Obligations of the consumer during the cooling-off period

1. During the cooling-off period, the consumer shall handle the product and its packaging with care. He shall only unpack or use the product to the extent necessary to establish the nature, characteristics, and functioning of the product. The principle here is that the consumer may only handle and inspect the product as he would be allowed to do in a store.

2. The consumer is only liable for any decrease in value of the product resulting from handling the product in a manner that goes beyond what is permitted in paragraph 1.3.

3. The consumer is not liable for any decrease in value of the product if the entrepreneur failed to provide him with all legally required information regarding the right of withdrawal before or at the time of concluding the agreement.

Article 8 - Exercise of the right of withdrawal by the consumer and costs thereof

1. If the consumer exercises his right of withdrawal, he shall notify the entrepreneur of this within the cooling-off period by means of 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 shall 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 himself. The consumer shall in any event be deemed to have complied with the return period if he returns the product before the cooling-off period has expired. 3. The consumer shall return the product with all delivered accessories, if reasonably possible in its original condition and packaging, and in accordance with the reasonable and clear instructions provided by the entrepreneur. 4. The risk and burden of proof for the correct and timely exercise of the right of withdrawal lies with the consumer. 5. The consumer shall 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 costs of return shipment.

6. If the consumer withdraws after having first expressly requested that the performance of the service or the supply of gas, water, or electricity that has not been made ready for sale in a limited volume or specific quantity commences during the cooling-off period, the consumer owes the entrepreneur an amount proportionate to that part of the obligation that has been fulfilled by the entrepreneur at the time of withdrawal, compared to the full fulfillment of the obligation. 7. The consumer shall not bear any costs for the performance of services or the supply of water, gas, or electricity that has not been 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 regarding the right of withdrawal, the reimbursement of costs upon 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. prior to delivery thereof, he has not expressly consented to the commencement of the performance of the contract before the end of the cooling-off period; b. he has not acknowledged losing his right of withdrawal upon giving his consent; or c. the trader has failed to confirm this statement by the consumer.

9. If the consumer exercises his right of withdrawal, all ancillary agreements shall be dissolved by operation of law.

Article 9 - Obligations of the entrepreneur upon withdrawal

1. If the entrepreneur enables the consumer to submit a notice of withdrawal electronically, he shall send an acknowledgment of receipt immediately after

receiving this notice.

2. The entrepreneur shall 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 him of the withdrawal. Unless the entrepreneur offers to collect the product himself, he may wait with reimbursement until he has received the product or until the consumer demonstrates that he has returned the product, whichever occurs first. 3. The entrepreneur shall use the same payment method for reimbursement that the consumer used, unless the consumer agrees to a different method. The reimbursement shall be free of charge for the consumer. 4. If the consumer has chosen a more expensive method of delivery 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, or at least in good time before the conclusion of the agreement:

1. Products or services whose price is subject to fluctuations on 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 understood to mean a sales method whereby 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 where the successful bidder is obliged 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 commenced with the express prior consent of the consumer; and b. the consumer has declared that he loses his right of withdrawal as soon as the entrepreneur has fully performed the agreement;

4. Package holidays as referred to in Article 7:500 of the Dutch Civil Code and agreements for passenger transport; 5. Service agreements for the provision of accommodation, if the agreement provides for a specific date or period of performance and other than for residential purposes, goods transport, car rental services and catering; 6. Agreements relating to leisure activities, if the agreement provides for a specific date or period of performance thereof; 7. Products manufactured according to the consumer's specifications, which are not prefabricated and which are manufactured on the basis of an individual choice or decision of the consumer, or which are clearly intended for a specific person; 8. Products that spoil quickly or have a limited shelf life; 9. Sealed products that are not suitable for return for reasons of health protection or hygiene and whose seal has been broken after delivery; 10. Products that, by their nature, have been irrevocably mixed with other products after delivery; 11. Alcoholic beverages the price of which was agreed upon at the time of concluding the agreement, but the delivery of which can only take place after 30 days, and the actual value of which depends on fluctuations in the market over which the entrepreneur has no influence; 12. Sealed audio and video recordings and computer software, the seal of which has been broken after delivery; 13. Newspapers, periodicals or magazines, with the

exception of subscriptions thereto; 14. The supply of digital content other than on a tangible medium, but only if:

- a. the performance has begun with the express prior consent of the consumer; and
- b. the consumer has declared that he thereby loses his right of withdrawal.

Article 11 - The price

1. During the validity period stated in the offer, the prices of the offered products and/or services shall not be increased, except for price changes resulting from changes in VAT rates.

2. Notwithstanding the previous paragraph, the entrepreneur may offer products or services whose prices are subject to fluctuations on the financial market and over which the entrepreneur has no influence, with variable prices. This dependence on fluctuations and the fact that any prices mentioned are indicative prices shall be 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. these are the result of statutory regulations or provisions; or
- b. the consumer has the right to terminate the agreement effective from the day on which the price increase takes effect.

5. The prices stated in the offer of products or services include VAT.

Article 12 - Performance of the agreement and additional warranty

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 statutory provisions and/or government regulations existing on the date of the conclusion of the agreement. If agreed upon, the entrepreneur also guarantees that the product is suitable for use other than normal use.

2. An additional guarantee provided by the entrepreneur, his supplier, manufacturer, or importer shall never limit the statutory rights and claims that the consumer may assert against the entrepreneur under the agreement if the entrepreneur has failed to fulfill his part of the agreement. 3. An additional guarantee is understood to mean any obligation of the entrepreneur, his supplier, importer, or producer in which they grant the consumer certain rights or claims that go beyond what they are legally obliged to do in the event that they have failed to fulfill their part of the agreement.

Article 13 - Delivery and execution

1. The entrepreneur shall exercise 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 shall be the address that the consumer has provided to the entrepreneur.
3. Subject to what is stated regarding this in Article 4 of these general terms and conditions, the entrepreneur shall execute accepted orders with due speed 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 executed at all or only partially, the consumer shall be notified thereof no later than 30 days after placing the order. In that case, the consumer has the right to dissolve the agreement without cost and is entitled to any compensation for damages.
4. After dissolution in accordance with the previous paragraph, the entrepreneur shall 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 known to the entrepreneur, unless expressly agreed otherwise.

Article 14 - Long-term transactions: duration, termination and renewal

Termination:

1. The consumer may terminate 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 termination rules and a notice period of at most one month.
2. The consumer may terminate an agreement entered into for a fixed period and which provides for the regular delivery of products (including electricity) or services, at any time at the end of the fixed term, subject to the agreed termination rules and a notice period of at most one month.
3. The consumer may

terminate the agreements mentioned in the previous paragraphs: a. at any time and not be limited to termination at a specific time or in a specific period; b. at least in the same manner as they were entered into by him; c. always with the same notice period as the entrepreneur has stipulated for himself.

Extension:

4. An agreement entered into for a fixed term and which provides for the regular delivery of products (including electricity) or services may not be tacitly extended or renewed for a fixed duration.
5. Notwithstanding the previous paragraph, an agreement entered into for a fixed term and which provides for the regular delivery of daily newspapers, news magazines, weekly newspapers and periodicals may be tacitly extended for a fixed duration of a maximum of three months, provided that the consumer may terminate this extended agreement at the end of the extension period with a notice period of at most one month.
6. An agreement entered into for a fixed term and which provides for the regular delivery of products or services may only be tacitly extended for an indefinite duration if the consumer may terminate it at any time with a notice period of at most one month. The notice period shall be at most three months in the event that the agreement provides for the regular, but less than once a month, delivery of daily newspapers, news magazines, weekly newspapers and periodicals.
7. An agreement of limited duration for the regular delivery of daily newspapers, news

magazines, weekly newspapers, and periodicals for introductory purposes (trial or introductory subscription) shall not be tacitly renewed and shall terminate automatically upon the expiration of the trial or introductory period.

Duration:

8. If an agreement has a duration 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 duration.

Article 15 - Payment

1. Unless otherwise stipulated in the agreement or supplementary conditions, the 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 for the provision of a service, this period commences on the day after the consumer has received confirmation of the agreement.

2. In the sale of products to consumers, the consumer may never be required in general terms and conditions to make a prepayment of more than 50%. When prepayment has been agreed upon, the consumer cannot assert any right regarding the execution of the relevant order or service(s) until the agreed prepayment has been made. 3. The consumer has the duty to report inaccuracies in provided or stated payment details to the entrepreneur without delay. 4. If the consumer fails to meet his payment obligation(s) in a timely manner, the consumer shall, after having been notified by the entrepreneur of the late payment and after the entrepreneur has granted the consumer a period of 14 days commencing the day after receipt of the reminder to still fulfill his payment obligations, be liable for statutory interest on the outstanding amount after failure to pay within this 14-day period, and the entrepreneur is entitled to charge the extrajudicial collection costs incurred by him. These collection costs amount to a maximum of: 15% on outstanding amounts up to € 2,500 ; 10% on the subsequent € 2,500 and 5% on the next € 5,000, with a minimum of € 40. The entrepreneur may deviate from the aforementioned amounts and percentages in favor of the consumer.

Article 16 - Complaints Procedure

1. The entrepreneur has a sufficiently publicized complaints procedure and handles the complaint in accordance with this complaints procedure.

2. Complaints regarding the performance of the agreement must be submitted to the entrepreneur within a reasonable time after the consumer has discovered the defects, fully and clearly described. 3. Complaints submitted to the entrepreneur will be answered within a period of 14 days calculated from the date of receipt. If a complaint requires a foreseeably longer processing time, the entrepreneur will respond within the 14-day period with an acknowledgment of receipt and an indication of when the consumer can expect a more detailed answer.

4. A complaint regarding a product, service, or the entrepreneur's service may also be submitted via a complaint form on the consumer page of the Thuiswinkel.org website www.thuiswinkel.org. The complaint is then sent to both the relevant

entrepreneur and Thuiswinkel.org. 5. The consumer must in any case give the entrepreneur 4 weeks to resolve the complaint by mutual agreement. After this period, a dispute arises that is subject to the dispute resolution procedure.

Article 17 - Disputes

1. Agreements between the entrepreneur and the consumer to which these general terms and conditions apply are governed exclusively by Dutch law. If the entrepreneur directs his activities to the country where the consumer resides, the consumer may also always invoke the mandatory consumer law of his country.

2. Disputes between the consumer and the entrepreneur regarding the conclusion or execution of agreements concerning products and services to be supplied or supplied by this entrepreneur may, subject to the provisions below, be submitted by both the consumer and the entrepreneur to the Thuiswinkel Disputes Committee, Postbus 90600, 2509 LP The Hague (www.sgc.nl).

3. A dispute will only be considered by the Disputes Committee if the consumer has first submitted his complaint to the entrepreneur within a reasonable time. 4. If the complaint does not lead to a solution, the dispute must be submitted to the Disputes Committee in writing or in another form to be determined by the Committee, no later than 12 months after the date on which the consumer submitted the complaint to the entrepreneur. 5. If the consumer wishes to submit a dispute to the Disputes Committee, the entrepreneur is bound by this choice. Preferably, the consumer should first notify the entrepreneur of this. 6. If the entrepreneur wishes to submit a dispute to the Disputes Committee, the consumer must state in writing, within five weeks of a written request to that effect made by the entrepreneur, whether he also wishes to do so or whether he wishes to have the dispute handled by the competent court. If the entrepreneur does not receive the consumer's choice within the five-week period, the entrepreneur is entitled to submit the dispute to the competent court. 7. The Disputes Committee shall issue a ruling subject to the conditions set out in the regulations of the Disputes Committee (www.degeschillencommissie.nl/over-ons/de-commissies/2404/thuiswinkel). The decisions of the Disputes Committee are made by way of binding advice. 8. The Disputes Committee will not handle a dispute, or will cease handling it, if the entrepreneur has been granted a suspension of payments, has become bankrupt, or has actually ceased his business activities, before a dispute has been heard by the committee at a hearing and a final ruling has been issued. 9. If, in addition to the Thuiswinkel Disputes Committee, another recognized disputes committee affiliated with the Foundation for Consumer Disputes Committees (SGC) or the Financial Services Complaints Institute (Kifid) is competent, the Thuiswinkel Disputes Committee shall have preferential jurisdiction for disputes primarily concerning the method of distance selling or service provision. For all other disputes, the other recognized disputes committee affiliated with SGC or Kifid shall have jurisdiction.

Article 18 - Industry Guarantee

1. Thuiswinkel.org guarantees compliance by its members with the binding opinions of the Thuiswinkel Disputes Committee, unless the member decides to submit the binding opinion to the court for review within two months of its dispatch. This guarantee is reinstated if the binding opinion remains valid after review by the court

and the judgment confirming this has become final and binding. Up to a maximum amount of €10,000 per binding opinion, this amount will be paid out to the consumer by Thuiswinkel.org. For amounts exceeding €10,000 per binding opinion, €10,000 will be paid out. For the remainder, Thuiswinkel.org has an obligation to use its best efforts to ensure that the member complies with the binding opinion.

2. For this guarantee to apply, the consumer must make a written appeal to Thuiswinkel.org and transfer their claim against the entrepreneur to Thuiswinkel.org. If the claim against the entrepreneur exceeds €10,000, the consumer is offered the option to transfer the portion of their claim exceeding €10,000 to Thuiswinkel.org, after which this organization will, in its own name and at its own expense, pursue legal action to seek payment thereof in satisfaction of the consumer.

Article 19 - Supplementary or deviating provisions

Provisions supplementing or deviating 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 manner that they can be stored by the consumer in an accessible manner on a durable data carrier.

Article 20 - Amendment of the General Terms and Conditions for Online Shopping

1. 1. Changes to these terms and conditions shall only be effective after they have been published in the appropriate manner, provided that, in the event of applicable changes during the term of an offer, the provision most favorable to the consumer shall prevail.

Thuiswinkel.org www.thuiswinkel.org
Horaplantsoen 20, 6717 LT Ede
P.O. Box 7001, 6710 CB Ede

Annex I: Model withdrawal form

Model withdrawal form

(Only complete and return this form if you wish to withdraw from the agreement)

- To: [name of entrepreneur]
[geographic address of entrepreneur]
[entrepreneur fax number, if available]
[email address or electronic address of entrepreneur]
- I/We* hereby inform you that I/we* our agreement concerning

the sale of the following products: [product designation]*

the delivery of the following digital content: [digital content designation]*

the performance of the following service: [service designation]* ,

revokes / revoke*

- Ordered on*/received on* [date of order for services or receipt for products]
- [Name(s) of consumer(s)]
- [Consumer(s) address]
- [Consumer(s) signature] (only when this form is submitted on paper)

Cross out what does not apply or fill in what applies.