Terms and Conditions for Consumers

Updated: **2026-04-21**

Table of Contents:

Article 1 – Definitions
Article 2 – Identity of the Trader
Article 3 – Applicability
Article 4 – Offer
Article 5 – Contract
Article 6 – Right of Withdrawal
Article 7 – Consumers' Obligations in Case of Withdrawal
Article 8 – Consumers Exercising the Right of Withdrawal and Related Costs
Article 9 – Traders' Obligations in Case of Withdrawal
Article 10 – Exclusion of the Right of Withdrawal
Article 11 – Price
Article 12 – Performance of the Contract and Additional Warranty
Article 13 – Delivery and Execution
Article 14 – Continuous Transactions: Duration, Termination and Renewal
Article 15 – Payment
Article 16 – Complaints Procedure
Article 17 – Disputes
Article 18 – Branch Guarantee
Article 19 – Additional or Miscellaneous Provisions
Article 20 – Amendment of the Thuiswinkel.org 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 through a distance contract, and these products, digital content and/or services are supplied by the trader or by a third party on the basis of an agreement between that third party and the trader;
2. **Withdrawal period**: the period within which the consumer may exercise the right of withdrawal;
3. **Consumer**: a natural person whose actions are not related to their trade, business or profession;

4. **Day**: calendar day;
5. **Digital content**: data produced and supplied in digital form;
6. **Continuous transaction**: a distance contract relating to a series of products and/or services, where the obligation to supply and/or purchase is spread over a period of time;
7. **Durable medium**: any means, including email, that enables the consumer or trader to store information addressed personally to them in a way that allows future consultation for a period appropriate to the purpose of the information and which allows unchanged reproduction of the stored information;
8. **Right of withdrawal**: the consumer's option to withdraw from the distance contract within the withdrawal period;
9. **Trader**: a natural or legal person who is a member of Thuiswinkel.org and offers products, digital content (access thereto) and/or services to consumers at a distance;
10. **Distance contract**: a contract concluded between the trader and the consumer within the framework of an organised system for distance sales of products, digital content and/or services, whereby exclusive or partial use is made of one or more means of distance communication up to and including the moment the contract is concluded;
11. **Model withdrawal form**: the European model withdrawal form included in Annex I to these terms and conditions;
12. **Means of distance communication**: means that can be used to conclude a contract without the consumer and trader being simultaneously present in the same place.

Article 2 – Identity of the Trader

Operated by:

Name: vidaXL.pl
Office address:
Mary Kingsleystraat 1
5928 SK Venlo
The Netherlands

Email address: Please refer to this page.

Company registration number: 98584669

VAT number: NL868556786B01

Article 3 – Applicability

1. These General Terms and Conditions apply to every offer made by the trader and to every distance contract concluded between the trader 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 trader will indicate, prior to concluding the distance contract, how the General Terms and Conditions can be inspected at the trader's premises and that they will be sent free of charge to the consumer upon request.

3. If the distance contract is concluded electronically, then, contrary to the previous paragraph, and before the contract is concluded, the text of these General Terms and Conditions will be made available to the consumer electronically in such a way that the consumer can easily store it on a durable medium. If this is not reasonably possible, the trader will indicate where the General Terms and Conditions can be consulted electronically and that they will be sent free of charge electronically or otherwise upon request.
4. If specific product or service terms also apply in addition to these General Terms and Conditions, paragraphs 2 and 3 apply accordingly, and in the event of conflicting terms the consumer may always rely on the provision that is most favourable to them.

Article 4 – Offer

1. If an offer has a limited period of validity or is subject to conditions, this will be expressly 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 allow the consumer to make a proper assessment of the offer. If the trader uses images, these will be a true representation of the products and/or services offered. Obvious mistakes or errors in the offer do not bind the trader.
3. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to acceptance of the offer.

Article 5 – Contract

1. Subject to the provisions of paragraph 4, the contract is concluded at the moment the consumer accepts the offer and fulfils the conditions set forth therein.
2. If the consumer has accepted the offer electronically, the trader will promptly confirm receipt of acceptance of the offer electronically. The consumer may dissolve the contract as long as receipt of acceptance has not been confirmed by the trader.
3. If the contract is concluded electronically, the trader will take appropriate technical and organisational measures to safeguard the electronic transfer of data and ensure a secure web environment. If the consumer is able to pay electronically, the trader will observe appropriate security measures.
4. The trader may, within the limits of the law, gather information about the consumer's ability to fulfil payment obligations, as well as facts and factors relevant to responsibly entering into a distance contract. If this investigation gives the trader justified grounds to refuse the contract, the trader is entitled, with proper justification, to refuse an order or application or to attach special conditions to its execution.

5. At the latest upon delivery of the product, service or digital content, the trader will provide the consumer, in writing or in a manner allowing storage on a durable medium, with the following information:
    - the visiting address of the trader's establishment where the consumer can lodge complaints;
    - 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;
    - information on warranties and existing after-sales service;
    - the price including all taxes, delivery costs where applicable, and the method of payment, delivery or execution of the distance contract;
    - the requirements for terminating the contract if it has a duration of more than one year or is of indefinite duration;
    - 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 the delivery of products

1. After purchasing products, the consumer has the right to withdraw from the contract without giving any reason within at least 14 days. The trader may ask the consumer for the reason for withdrawal, but the consumer is not obliged to state their reason.
2. The withdrawal period referred to in paragraph 1 begins on the day following receipt of the product by the consumer or a third party designated by the consumer, who is not the carrier, or:
    - if the consumer ordered multiple products in one order: the day on which the consumer or the designated third party received the last product;
    - if delivery consists of multiple consignments or parts: the day on which the consumer or designated third party received the last consignment or part;
    - for contracts for regular delivery of products over a defined period: the day on which the consumer or designated third party received the last product.

For services and digital content not supplied on a tangible medium

3. The consumer has the right to withdraw from a contract for the supply of digital content not supplied on a tangible medium without giving any reason within at least 14 days.
4. The withdrawal period referred to in paragraph 3 begins on the day following the conclusion of the contract.

Extended withdrawal period if information was not provided

5. If the trader has not provided the legally required information about the right of withdrawal or the model withdrawal form, the withdrawal period expires twelve months after the end of the original withdrawal period.
6. If the trader provides the information referred to in the previous paragraph within twelve months of the start of the original withdrawal period, the withdrawal period expires 14 days after the consumer receives the information.

Article 7 – Consumers' Obligations During the Withdrawal Period

1. During the withdrawal period, the consumer shall handle the product and its packaging with care. The consumer may only unpack or use the product to the extent necessary to establish its nature, characteristics and functioning. The guiding principle 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 other than as permitted in paragraph 1.
3. The consumer is not liable for diminished value if the trader has not provided all legally required information about the right of withdrawal before the conclusion of the contract.

Article 8 – Consumers Exercising the Right of Withdrawal and the Related Costs

1. A consumer who wishes to exercise the right of withdrawal shall notify the trader within the withdrawal period using the model withdrawal form or in another unequivocal manner.
2. As soon as possible, but no later than 14 days after notification, the consumer shall return the product or hand it over to the trader or a person authorised by the trader, unless the trader has offered to collect the product. The return deadline is met if the consumer sends the product back before the withdrawal 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 reasonable and clear instructions provided by the trader.
4. The risk and burden of proof for the correct and timely exercise of the right of withdrawal lie with the consumer.
5. The consumer bears the direct costs of returning the product, unless the trader has indicated that the consumer does not have to bear these costs or the trader chooses to bear them.
6. If the consumer exercises the right of withdrawal after having expressly requested the performance of a service or the supply of gas, water or electricity not put up for sale in a limited volume during the withdrawal period, the consumer shall pay the

trader an amount proportionate to what has been performed up to the time of withdrawal.

7. The consumer does not bear any costs for the performance of services or supply of gas, water, electricity or district heating if:
    - the trader failed to provide the legally required information about the right of withdrawal, costs payable in case of withdrawal, or the model withdrawal form; or
    - the consumer did not expressly request the commencement of performance during the withdrawal period.
8. The consumer does not bear any costs for the full or partial delivery of digital content not supplied on a tangible medium if:
    - the consumer did not give prior express consent to begin performance before the end of the withdrawal period;
    - the consumer did not acknowledge the loss of the right of withdrawal; or
    - the trader failed to confirm the consumer's declaration.
9. If the consumer exercises the right of withdrawal, all supplementary agreements are terminated by operation of law.

Article 9 – Traders' Obligations in Case of Withdrawal

1. If the trader enables the consumer to notify withdrawal electronically, the trader shall promptly confirm receipt of such notification.
2. The trader shall refund all payments made by the consumer, including delivery costs charged for the returned product, without delay and no later than 14 days after the consumer has notified withdrawal. Unless the trader has offered to collect the product, the trader may withhold reimbursement until receipt of the product or proof of return, whichever occurs first.
3. Refunds shall be made using the same payment method used by the consumer, unless the consumer agrees otherwise. The refund is free of charge for the consumer.
4. If the consumer chose a more expensive delivery method than the cheapest standard delivery offered, the trader is not required to reimburse the additional costs.

Article 10 – Exclusion of the Right of Withdrawal

The trader may exclude the right of withdrawal for the following products and services, provided this was clearly stated in the offer or in good time before conclusion of the contract:

1. Products or services whose price depends on fluctuations in the financial market beyond the trader's control;
2. Contracts concluded during a public auction;
3. Service contracts after full performance, provided:
    - performance began with the consumer's explicit prior consent; and

    - the consumer acknowledged the loss of the right of withdrawal once the contract was fully performed;
4. Package travel, package holidays and package tours, and passenger transport contracts;
5. Accommodation services with a specific date or period of performance, other than for residential purposes;
6. Leisure services with a specific date or period of performance;
7. Products made to the consumer's specifications or clearly personalised;
8. Products liable to deteriorate or expire rapidly;
9. Sealed products which are not suitable for return for health or hygiene reasons once unsealed;
10. Products which after delivery are inseparably mixed with other products;
11. Alcoholic beverages agreed upon at contract conclusion but delivered after 30 days and whose value depends on market fluctuations;
12. Sealed audio/video recordings and computer software unsealed after delivery;
13. Digital content not supplied on a tangible medium, if performance began with the consumer's express prior consent and acknowledgment of loss of the right of withdrawal.

Article 11 – Price

1. During the validity period stated in the offer, prices of products and/or services shall not be increased, except for changes in VAT rates.
2. Contrary to the previous paragraph, the trader may offer products or services with variable prices if these are subject to financial market fluctuations beyond the trader's control. The offer must state this dependency and that any listed prices are indicative.
3. Price increases within three months after conclusion of the contract are permitted only if they result from statutory regulations.
4. Price increases after three months are permitted only if:
    - they result from statutory regulations; or
    - the consumer is entitled to terminate the contract as of the date the price increase takes effect.
5. Prices stated in offers include VAT.

Article 12 – Performance of the Contract and Additional Warranty

1. The trader guarantees that products and/or services comply with the contract, specifications in the offer, reasonable requirements of usability and reliability, and applicable legal regulations existing at the time of contract conclusion. If agreed, the trader also guarantees suitability for purposes other than normal use.

2. Any additional warranty offered by the trader, manufacturer or importer does not affect the statutory rights and claims the consumer may enforce if the trader fails to perform the contract.
3. An additional warranty is defined as any commitment by the trader, supplier, importer or manufacturer granting rights beyond statutory requirements.

Article 13 – Delivery and Execution

1. The trader shall exercise due care in accepting and executing orders for products and in assessing applications for services.
2. Delivery shall take place at the address provided by the consumer.
3. Orders shall be executed promptly and no later than 30 days unless a different delivery period has been agreed. If delivery is delayed, impossible, or partial, the consumer shall be informed no later than 30 days after placing the order. In such cases, the consumer is entitled to terminate the contract free of charge and may be entitled to compensation.
4. Upon termination under the previous paragraph, the trader shall refund all payments made by the consumer without delay.
5. The risk of damage or loss of products rests with the trader until delivery to the consumer or a designated representative, unless otherwise expressly agreed.

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

Termination of the contract

1. The consumer has the right to terminate an open-ended contract for the regular supply of products (including electricity) or services at any time, subject to the agreed termination rules and a notice period not exceeding one month.
2. The consumer has the right to terminate a fixed-term contract for the regular supply of products (including electricity) or services at the end of the specified period, subject to the agreed termination rules and a notice period not exceeding one month.
3. With regard to the contracts referred to in paragraphs 1 and 2, the consumer may:
    - terminate them at any time without restricting termination to a specific time or period;
    - terminate them in the same manner in which they were concluded;
    - always terminate them with the same notice period as that applicable to the trader.

Renewal

4. A fixed-term contract for the regular supply of products (including electricity) or services may not be automatically renewed or extended for a fixed term.
5. By way of derogation from the previous paragraph, a fixed-term contract for the regular delivery of daily newspapers, weekly newspapers or magazines may be automatically renewed for a fixed period not exceeding three months, provided that

the consumer has the right to terminate the renewed contract at the end of the renewal period with a notice period not exceeding one month.

6. A fixed-term contract for the regular supply of products or the provision of services may be automatically renewed for an indefinite period only if the consumer has the right to terminate the contract with a notice period not exceeding one month, and in the case of a contract for the regular delivery of daily newspapers, weekly newspapers or magazines, but less frequently than once per month, with a notice period not exceeding three months.
7. A fixed-term contract for the regular delivery of daily newspapers, weekly newspapers or magazines by way of an introductory offer (trial or introductory subscriptions) shall not be automatically renewed and shall automatically expire at the end of the trial or introductory period.

Duration

8. If the duration of a fixed-term contract exceeds one year, the consumer shall always have the right, after one year, to terminate the contract with a notice period not exceeding one month, unless reasonableness and fairness indicate that early termination would be unacceptable.

Article 15 – Payment

1. Unless otherwise provided in the contract or supplementary conditions, amounts owed by the consumer must be paid within 14 days from the commencement of the withdrawal period, or, if no withdrawal period applies, within 14 days from the conclusion of the contract. In the case of a service contract, the 14-day period begins on the day following the day on which the consumer received confirmation of the contract.
2. In the sale of products to consumers, the general terms and conditions may never stipulate an advance payment exceeding 50%. If an advance payment is stipulated, the consumer may not invoke any rights relating to the execution of the order or service before the agreed advance payment has been made.
3. The consumer is obliged to report any inaccuracies in the payment details provided or stated to the trader without delay.
4. If the consumer fails to meet their payment obligations in a timely manner, after being informed by the trader of the overdue payment, the consumer shall have 14 days to fulfil the payment obligation. If payment is not made within this 14-day period, statutory interest shall be charged on the amount due, and the trader shall be entitled to charge reasonable extrajudicial collection costs incurred. These costs shall amount to a maximum of: 15% of unpaid amounts up to EUR 2,500; 10% on the next EUR 2,500; and 5% on the next EUR 5,000, with a minimum amount of EUR 40. The trader may waive these costs and interest in favour of the consumer.

Article 16 – Complaints procedure

1. The trader provides for a complaints procedure that has been properly communicated and shall handle complaints in accordance with this procedure.
2. A consumer who has identified shortcomings in the performance of the contract must submit any complaints to the trader without delay, in full and with a clear description.
3. Complaints submitted to the trader shall be answered within 14 days from the date of receipt. If a complaint is expected to require a longer processing time, the trader shall respond within 14 days, confirming receipt and indicating when the consumer may expect a more detailed response.
4. Complaints concerning a product, service or the trader's service may also be submitted via the complaints form on the Thuiswinkel.org website, www.thuiswinkel.org.
   The complaint is then forwarded to both the trader concerned and Thuiswinkel.org.
5. A complaint that cannot be resolved through mutual consultation within a reasonable period or within three months of submission shall become a dispute subject to the dispute resolution system.

Article 17 – Disputes

1. Contracts concluded between the trader and the consumer that are subject to these General Terms and Conditions shall be governed exclusively by Dutch law.
2. Disputes between the consumer and the trader regarding the conclusion or performance of contracts relating to products and services supplied by the trader may be submitted by either the consumer or the trader to the Thuiswinkel Disputes Committee, P.O. Box 90600, 2509 LP The Hague (www.sgc.nl), with due observance of the provisions set out below.
3. The Disputes Committee shall deal with a dispute only if the consumer has first submitted a complaint to the trader.
4. The dispute must be submitted to the Disputes Committee in writing no later than three months after it arose.
5. If the consumer wishes to submit a dispute to the Disputes Committee, the trader shall be bound by this choice. If the trader submits the dispute, the consumer shall indicate, in response to a written request from the trader, whether they agree to settlement by the Disputes Committee or prefer the dispute to be handled by the competent court. If the consumer does not inform the trader of their choice within five weeks, the trader shall be entitled to submit the dispute to the competent court.
6. Decisions of the Disputes Committee are subject to the conditions set out in the rules of the Disputes Committee. Decisions of the Disputes Committee shall take the form of binding advice.
7. The Disputes Committee shall not deal with a dispute, or shall discontinue its intervention, if the trader has been granted a suspension of payments, has gone bankrupt, or has effectively ceased business operations before the Disputes Committee has issued a final decision during a hearing.
8. If, in addition to the Thuiswinkel Disputes Committee, another recognised disputes committee exists or a committee affiliated with the Consumer Disputes Committees Foundation (SGC) or the Financial Services Complaints Institute (Kifid), the Thuiswinkel Disputes Committee shall have jurisdiction over disputes primarily

relating to the method of distance selling or service provision. In all other disputes, the other disputes committee recognised by SGC or affiliated with Kifid shall have jurisdiction.

Article 18 – Branch guarantee

1. Thuiswinkel.org guarantees the fulfilment of the obligations of its members arising from binding advice imposed on them by the Thuiswinkel Disputes Committee, unless the member decides to submit the binding advice to the court for review within two months of the date on which the advice was issued. In the event of judicial review, the suspension of the guarantee shall lapse, and the guarantee shall come back into force once the court decision has become final and conclusive and the court has declared that the binding advice has binding effect. Thuiswinkel.org shall pay the consumer an amount of up to EUR 10,000 per binding advice. For amounts exceeding EUR 10,000 per binding advice, a payment of EUR 10,000 shall be made. If the amount is higher than EUR 10,000, Thuiswinkel.org shall make reasonable efforts to persuade the member to comply with the binding advice.
2. Application of this guarantee requires the consumer to submit a written appeal to Thuiswinkel.org and to transfer the claim against the trader to Thuiswinkel.org. If the claim against the trader exceeds EUR 10,000, the consumer shall be offered the opportunity to transfer the claim above EUR 10,000 from the trader to Thuiswinkel.org, after which Thuiswinkel.org shall pursue payment of the claim in court at its own expense.

Article 19 – Additional or miscellaneous provisions

Additional provisions or provisions deviating from these General Terms and Conditions may not be detrimental to the consumer and must be recorded in writing or in such a manner that the consumer can store them in an accessible way on a durable medium.

Article 20 – Amendment of the Thuiswinkel.org General Terms and Conditions

Amendments to these General Terms and Conditions shall only take effect after they have been published in an appropriate manner, with the understanding that if amendments apply during the term of an offer, the provision most favourable to the consumer shall prevail.

Thuiswinkel.org
P.O. Box 7001, 6710 CB EDE, The Netherlands.

Rights may be enforced solely on the basis of the Dutch version of these General Terms and Conditions.

Appendix I: Model withdrawal form

Model withdrawal form
(this form should only be completed and returned if you wish to withdraw from the contract)

To: vidaXL Commerce Europe B.V.

- Mary Kingsleystraat 1
  5928 SK Venlo, Limburg
  The Netherlands
  webservice@vidaxl.pl
- I/we hereby inform you that I/we withdraw from my/our contract concerning:
  Sale of the following products: [product description]*
  Supply of the following digital content: [digital content description]*
  Provision of the following services: [service description]*
- I/we exercise my/our right of withdrawal from the contract.
- Ordered on* / received on* [date of order of services or receipt of goods]
- [Name of consumer(s)]
- [Address of consumer(s)]
- [Signature of consumer(s)] (only if this form is submitted on paper)

* Delete as appropriate or provide the relevant details.

Terms and Conditions for Business Customers
Last updated: 2026-04-21

Table of contents:
Article 1 – Definitions
Article 2 – Identity of the Seller
Article 3 – Scope of application
Article 4 – Business customers
Article 5 – Offer
Article 6 – Contract
Article 7 – Prices
Article 8 – Delivery and performance
Article 9 – Payment
Article 10 – Retention of title
Article 11 – Liability
Article 12 – Complaints procedure
Article 13 – Miscellaneous provisions
Article 14 – Disputes

Article 1 – Definitions

In these Terms and Conditions, the following terms and definitions shall apply:

1. **Business Customer**: a natural or legal person acting in a professional capacity and/or on behalf of a company and placing an order with vidaXL. This person may place an order exclusively via a vidaXL business account. If an order is placed using a regular vidaXL account or via guest checkout, it shall be assumed that the order is for private purposes and no changes to the invoice will be permitted. VAT refunds will not be granted in such cases, as modifying invoices may create a risk of fraud.
2. **Website**: the vidaXL website on which these Terms and Conditions are published and through which Business Customers may place orders.
3. **Business Customer Account**: a special account granted to companies after identity verification, enabling the Business Customer to place orders without VAT charges where applicable.
4. **Offer**: vidaXL's proposal for the sale of Goods/Products, subject to the conditions set out in these Terms and Conditions.
5. **Contract**: any agreement between vidaXL and a Business Customer relating to the sale and purchase of Goods/Products via the Website.
6. **Parties**: vidaXL and the Business Customer jointly.
7. **Goods/Products**: goods sold by vidaXL via the website.
8. **Terms and Conditions**: these Terms and Conditions for Business Customers.

Article 2 – Identity of the Seller

The Seller, vidaXL Commerce Europe B.V., is a company incorporated under Dutch law, with the following details:

- Address: Mary Kingsleystraat 1, 5928 SK Venlo, The Netherlands
- VAT number: NL868556786B01
- Chamber of Commerce number: 98584669

(hereinafter referred to as "vidaXL" or the "Seller").

Article 3 – Scope of application

3.1. These Terms and Conditions apply to all offers made by vidaXL and to every contract concluded between vidaXL and a Business Customer.

3.2. Any deviations from these Terms and Conditions are expressly rejected unless the Parties have explicitly agreed otherwise in writing.

3.3. These Terms and Conditions shall be made available by vidaXL to the Business Customer on the vidaXL website or upon request by the Business Customer.

3.4. Business Customers do not have access to auctions in regions where such services are offered.

3.5. Business Customers may participate in loyalty programmes if such programmes are explicitly offered.

Article 4 – Business customers

4.1. Business Customers must register a Business Customer Account in order to place orders as a company. It is not possible to place orders on behalf of a company without creating a Business Customer Account, nor will it be possible to complete company details at checkouts other than the Business Customer Account checkout.

4.2. **Creation of a Business Customer Account**: Business Customers must provide their identity and VAT number for verification purposes. We will verify whether the VAT number corresponds with the VIES register. In case of doubt, we reserve the right to refuse account creation. vidaXL reserves the right to close an account at any time if fraud or other irregularities are suspected.

4.3. **VAT refunds**

4.3.1. **Orders placed via a Business Account**
Unless otherwise required by law, when using a Business Customer Account, VAT will be deducted from each order during the ordering process, where applicable. Additional information is available on the dedicated Helpdesk page.

4.3.2. **Other orders**
Orders placed without a Business Customer Account are not eligible for VAT refunds.

Article 5 – Offer

5.1. If an Offer is valid for a limited period or subject to specific conditions, this shall be explicitly stated in the Offer.

5.2. The Offer shall include a detailed description of the products to enable the Business Customer to properly assess the Offer.

5.3. While vidaXL will make reasonable efforts to ensure the accuracy and completeness of information on its website, errors may occur (including typographical and programming errors). vidaXL reserves the right to correct such errors and is not bound by any contract concluded on the basis of incorrect information. vidaXL also reserves the right to cancel any contract concluded on the basis of such errors.

Article 6 – Contract

6.1. A Contract shall be deemed concluded only after all of the following conditions have been met: the Business Customer places an order, full payment is received, vidaXL issues an order confirmation, and the order is dispatched by vidaXL.

6.2. If the Business Customer provides incorrect information, vidaXL reserves the right to suspend performance of services until the correct information is received.

6.3. vidaXL may assess the Business Customer's ability to meet payment obligations and may refuse or impose conditions on an order based on reasonable grounds. Such decisions shall be communicated to the Business Customer within three days of the conclusion of the Contract.

Article 7 – Prices

7.1. With the exception of orders placed on vidaXL.nl or vidaXL.pl, where prices include VAT because the goods are shipped within the same country, all other prices on the website shall be displayed excluding VAT, and VAT shall not be charged. Additional charges, such as delivery fees, may apply.

7.2. Additional charges, such as delivery fees and surcharges, shall be specified on the website and during the ordering process.

Article 8 – Delivery and performance

8.1. **Delivery**

8.1.1. Stated delivery times are approximate and reflect an obligation of reasonable effort. vidaXL is free to choose the carrier, and delays do not entitle the Business Customer to any form of compensation, except in cases of intent or gross negligence.

8.1.2. vidaXL reserves the right to deliver orders in multiple parcels and is not obliged to deliver all items at the same time.

8.1.3. If the Business Customer or a designated third party is not present at the delivery address to receive the goods at the agreed time, vidaXL reserves the right to leave the product at the delivery location if safe, or to store the products. vidaXL may offer redelivery at an additional cost. If delivery ultimately proves impossible, the obligation to pay remains in force and additional costs, including return charges, may be invoiced to the Business Customer. vidaXL reserves the right to make products available for collection at a location of its choosing for Business Customers.

8.2. **Transfer of risk**
The risk of loss or damage to products remains with vidaXL until delivery to the Business Customer, unless otherwise agreed. If the Business Customer opts for self-collection, the

risk transfers at the moment of handover. Risk transfers to the Business Customer after the first failed delivery attempt.

8.3. **Product conformity**

8.3.1. vidaXL guarantees that delivered products shall conform to the Contract, subject to minor deviations in specifications (e.g. size, weight, colour, etc.) that are commonly accepted in the industry.

8.3.2. **Visible defects/non-conformities**
The Business Customer must inspect the products immediately upon delivery or within a reasonable time thereafter, no later than 14 days after receipt. Acceptance of the goods shall constitute acceptance of any visible defects or non-conformities that could reasonably have been detected. Any visible defects must be reported to vidaXL within 14 days of delivery; failure to do so shall result in the loss of the right to repair, replacement or refund.

8.3.3. **Hidden defects**
If defects become apparent at a later stage, the Business Customer must notify vidaXL within a reasonable time and in any event no later than two months after discovering the defect. Failure to report defects within this period shall result in the loss of all rights to remedies. If the defect is reported in time, vidaXL shall determine the appropriate remedy at its discretion, including but not limited to repair, replacement, partial refund or full refund.

Article 9 – Payment

9.1. The Business Customer must pay for their order using one of the available payment methods described and listed during the checkout process and on the dedicated Helpdesk page. Certain payment methods may be restricted for Business Customers using business accounts. The Contract shall be deemed concluded upon receipt of full payment by vidaXL.

9.2. If the Business Customer fails to meet their payment obligations within the specified time, this shall constitute a default without the need for prior notice of default. vidaXL may charge statutory interest and any applicable extrajudicial collection costs to the Business Customer.

Article 10 – Retention of title

10.1. Delivered goods shall remain the property of vidaXL until full payment of the amount due has been made by the Business Customer.

Article 11 – Liability

11.1. **vidaXL’s liability**

11.1.1. To the maximum extent permitted by law, vidaXL's liability for any failure to perform the Contract shall be limited to the total amount paid by the Business Customer under the relevant Contract.

11.1.2. vidaXL shall not be liable for indirect damages, including but not limited to consequential damages, loss of profit, loss of savings, loss of data or damages resulting from business interruption.

11.1.3. These limitations shall not apply where liability cannot be excluded by law.

11.2. **Business Customer's liability**
The Business Customer shall indemnify vidaXL against all third-party claims, except in cases of intent or gross negligence on the part of vidaXL or its directors.

11.3. **Force majeure**

11.3.1. vidaXL shall not be liable for failure to perform its obligations in the event of force majeure as defined under Dutch contract law.

11.3.2. In the event of force majeure, the Business Customer shall not be entitled to claim compensation for damages incurred.

11.3.3. Under Dutch law, force majeure does not release the debtor from the obligation to pay amounts due under the Contract.

Article 12 – Complaints procedure

12.1. The Business Customer may submit complaints using any of the communication methods made available by vidaXL on the website.

12.2. Complaints regarding the performance of the Contract must be submitted without delay, with full details, within a reasonable time after the Business Customer has identified the issue.

12.3. vidaXL shall respond to complaints within 14 days of receipt. If resolution requires more time, vidaXL shall confirm receipt and indicate when a comprehensive response can be expected.

Article 13 – Miscellaneous provisions

13.1. **Amendments**
vidaXL reserves the right to amend these Terms and Conditions without prior notice. Any amendments shall apply to orders placed after publication of the amended version.

13.2. **Severability**
If any provision of this Contract is held to be invalid, unlawful or unenforceable, the remaining provisions shall remain in full force and effect.

13.3. **Independence**
Nothing in this Contract shall be construed as establishing a partnership, joint venture or agency relationship between the Parties.

13.4. **Subcontracting**
vidaXL reserves the right to subcontract all or part of the services required to perform the Contract.

Article 14 – Disputes

14.1. Contracts between vidaXL and the Business Customer to which these Terms and Conditions apply shall be governed exclusively by Dutch law.

14.2. Any disputes arising from the Contract that cannot be resolved amicably may be submitted exclusively to the competent court in Oost-Brabant, seated in ’s-Hertogenbosch. This is subject to the extent to which mandatory jurisdiction rules limit this choice. vidaXL and the Business Customer may resolve disputes by means of binding legal advice or arbitration.

vidaXL Website Terms of Use

Version: 2026-04-21

Table of Contents

Article 1 – Definitions
Article 2 – Applicability
Article 3 – Customer account
Article 4 – Use of the Website
Article 5 – Orders
Article 6 – Auctions
Article 7 – Reviews
Article 8 – Closure of account and website functionalities
Article 9 – Privacy policy and personal data
Article 10 – Intellectual property and third-party data
Article 11 – Liability
Article 12 – Final provisions

Article 1 – Definitions

• **Account**: an account that must be created by the User, enabling the placing of orders, participation in auctions, and leaving reviews.

• **Third-Party Seller(s)**: an external entity offering products to Users via the Website.

• **User**: any person visiting the Website.

• **Terms and Conditions**: these vidaXL Website Terms of Use.

• **Review**: an opinion that may be left by a User regarding vidaXL, the Website, and/or a Third-Party Seller.

• **Auctions**: auctions conducted by vidaXL on the Website.

• **vidaXL**: vidaXL EU Marketplace B.V., having its registered office at Mary Kingsleystraat 1, 5928 SK Venlo, The Netherlands.

• **Website**: the website established at the URL vidaxl.nl and any other website, URL, or application dedicated to vidaXL.

Article 2 – Applicability

1. These Terms and Conditions apply to any use of the Website, including the use of an Account.
2. vidaXL reserves the right to amend these Terms and Conditions. The amended Terms and Conditions shall enter into force immediately upon publication on the Website. Users are therefore advised to regularly review the Terms and Conditions.

Article 3 – Customer account

1. In order to place an order, participate in an Auction, or leave a Review, the creation of an Account is required. A User may create an Account by entering the required information in the online form available on the Website under the “New customer” section.
2. In order to create an Account, the User must:
   a. be at least 18 years old at the time of account creation;
   b. have a valid email address.
3. After creating an Account, the User will receive confirmation by email. Once the Account has been activated, the User may log in using their email address and chosen password.
4. A given email address may be used only once to create an Account. The Account is strictly personal, non-transferable, and linked to the User who created it.
5. The User must ensure that the information provided in relation to the Account and future communication with vidaXL is accurate, complete, and up to date. Changes to

personal data may be made by the User after logging into their Account and updating the relevant details.

6. The User must keep their password confidential and take appropriate measures to prevent third parties from obtaining and using the password and/or Account.
7. The User is obliged to immediately notify vidaXL in the event of loss, theft, or (suspected) unauthorised use of the password and/or Account by third parties. Until such notification is received by vidaXL, the User shall be responsible for all damages resulting from misuse of the password and/or Account.
8. If vidaXL identifies or suspects unauthorised use or possible misuse of a User's Account by third parties, it reserves the right to immediately block the suspected Account and recover any damages it may suffer as a result from the User, without being liable for any damages incurred by the User.

Article 4 – Use of the Website

1. The User declares that the information provided by them is accurate, complete, and reliable. vidaXL reserves the right to verify the accuracy of the provided information and to remove User information if it is found to be inaccurate or cannot be verified.
2. The User is not permitted to:
   • disrupt the operation of the Website or use software that interferes with its functioning;
   • engage in or allow actions that they suspect may restrict other Users' use of the Website or negatively affect its operation;
   • impersonate another User.
3. The User is not permitted to copy or distribute (via hyperlink or otherwise) the Website or any part thereof without prior written consent from vidaXL.

Article 5 – Orders

1. vidaXL's Terms and Conditions and vidaXL's Return Policy apply to all orders placed with vidaXL via the Website. The User accepts the Terms and Conditions and the Return Policy when creating an Account.
2. For orders placed via the Website from Third-Party Sellers, the Terms and Conditions and Return Policy of the relevant Third-Party Seller(s) may apply. These can be found on the Third-Party Seller's website. If a Third-Party Seller does not have separate Terms and Conditions and/or a Return Policy, vidaXL's Terms and Conditions and Return Policy shall apply to purchase agreements concluded between the User and the Third-Party Seller.

Article 6 – Auctions

1. The vidaXL Auction Terms apply when participating in Auctions conducted by vidaXL on the Website. The User accepts the Auction Terms upon creating an Account or at the latest upon participating in an Auction for the first time.
2. The User is not permitted to improperly or unfairly influence the bidding process in any way.

Article 7 – Reviews

1. After making a purchase via the Website, the User may be invited on behalf of vidaXL to review vidaXL, the Website, and/or a Third-Party Seller by leaving a Review. vidaXL reserves the right—but is not obliged—to publish the Review on the Website or otherwise, together with the User's name, place of residence, and the date of the Review, in accordance with the information provided by the User.
2. Where Reviews are collected by an external entity on behalf of vidaXL, the Terms and Conditions and usage regulations of that external entity shall apply with regard to the Reviews.
3. vidaXL reserves the right not to publish or to remove a Review from the Website if the Third-Party Seller determines that the Review:
   • violates laws or regulations;
   • violates public order or decency;
   • relates exclusively to the product;
   • is not related to the relevant Third-Party Seller;
   • contains personal data of a third party;
   • contains a URL or advertisement;
   • is false.

Article 8 – Closure of account and website functionalities

1. vidaXL reserves the right to unilaterally refuse to close a User's Account if there is a valid reason to do so, for example in the case of:
   • unauthorised use or abuse of the Website and/or the Account;
   • non-compliance with these Terms and Conditions or the Auction Terms;
   • non-compliance with an agreement concluded between the User and vidaXL and/or Third-Party Seller(s).
2. In addition, vidaXL has the right to restrict, disable, or invalidate certain uses of the Account or to temporarily block the Account in cases such as those described in Article 8, paragraph 1.
3. vidaXL reserves the right at any time to disable certain Website functionalities or to modify them.

Article 9 – Privacy policy and personal data

1. Personal data provided by the User to vidaXL, such as their name, address, telephone number, and email address, are processed by vidaXL in files owned by vidaXL. This information is used by vidaXL for managing Accounts and Auctions, processing orders, deliveries, invoicing, and possible mediation in disputes between Users and Third-Party Sellers.
2. The User has the right at any time to access, modify, or supplement their personal data by logging into their Account.
3. As a general rule, vidaXL does not share personal data with third parties unless required to fulfil the agreement concluded with the User. vidaXL may, for example, provide the User's name, email address, and telephone number to a Third-Party Seller where necessary to fulfil the purchase agreement between the User and the Third-Party Seller. Communication between the User and the Third-Party Seller takes place via vidaXL's email messaging system. Such communication is stored on vidaXL's servers and may be used by vidaXL for the purposes of:
   • supporting the User and/or the Third-Party Seller in case of questions and/or disputes;
   • verifying whether the Third-Party Seller has met the User's expectations;
   • analysing and improving processes.
4. The Website uses cookies. These cookies are used, for example, to remember login details. Cookies are also used on the Website for other purposes.
5. The User may configure their browser not to accept cookies when visiting the Website. In such cases, however, the User may not be able to fully use all Website functionalities, or access to certain parts of the Website and/or Account may be restricted.
6. vidaXL reserves the right to retain information relating to the activities of persons visiting the Website (including the IP address used) where there is suspicion of unauthorised use or abuse of the Website via a User's Account.
7. For further information regarding the use of personal data and cookies on the Website, Users are referred to the vidaXL Privacy Policy available on the Website.

Article 10 – Intellectual property and third-party data

1. Unless expressly stated otherwise, all rights, including copyright and other intellectual property rights relating to the information provided on the Website or the Website itself, are reserved to vidaXL and do not belong to third parties/license holders to whom they may be provided.
2. The User is entitled to consult the information provided on the Website and to copy it for personal use, for example by printing or saving it. Any other use, such as storing or copying (parts of) the Website on a separate website or creating links or hyperlinks to (parts of) the Website, is prohibited without the explicit prior written consent of vidaXL.
3. Information on the Website is partly provided by third parties, such as Third-Party Sellers or other Users (in the case of Reviews). vidaXL is not liable for damages

resulting from incorrect, incomplete, or inaccurate information posted by third parties on the Website.
4. The Website may contain links to external websites. vidaXL is not responsible for the use or content of websites referred to by links on the Website or websites that link to the Website.

Article 11 – Liability

1. The User acknowledges that in the case of an order placed with a Third-Party Seller, the purchase agreement is concluded between the User and the Third-Party Seller, and vidaXL is not and shall not be a party to such agreement.
2. vidaXL is not obliged to verify or assess the quality, quantity, or performance of products offered by Third-Party Sellers on the Website and shall not be liable for damages resulting from incorrect, incomplete, or inaccurate information provided by such Sellers.
3. vidaXL's liability for damages unrelated to such information is in all cases limited to the purchase price of the relevant product as stated on the invoice issued by the Third-Party Seller to the User.
4. vidaXL's liability, regardless of its nature, is limited to the amount covered by vidaXL's civil liability insurance in the relevant case.

Article 12 – Final provisions

1. If one or more provisions of these Terms and Conditions cease to be applicable, valid, or enforceable, the remaining provisions shall remain in full force and effect. In such case, vidaXL shall replace the affected provisions with new provisions determined by vidaXL that correspond as closely as possible to the intent of the original provisions.
2. Polish law shall apply to the use of the Website, the Account, and these Terms and Conditions.