Terms and Conditions Sinn Shine

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Article 1 - Definitions
The following definitions apply in these terms and conditions:

1. **Supplementary agreement**: an agreement in which a consumer obtains products, digital content and/or services via a distance contract, and an entrepreneur or a third party delivers these products, digital content and/or services in accordance with an agreement between that third party and the entrepreneur;
2. **Withdrawal period**: the period within which a consumer can make use of his right of withdrawal;
3. **Consumer**: a natural person whose actions are not carried out for objectives relating to the course of a trade, a profession or a business;;
4. **Day**: calendar day;
5. **Digital content**: data that are produced and supplied in digital form;
6. **Extended duration transaction**: a distance contract relating to a series of products and/or services, whereby the obligation to supply and/or purchase is spread over a period of time;
7. **Durable medium**: every means - including emails - that enables a consumer or entrepreneur to store information that is addressed to him in person in a way that facilitates its future use or consultation during a period that is in keeping with the objective for which the information is intended, and which facilitates the unaltered reproduction of the stored information;
8. **Right of withdrawal**: the possibility for a consumer to waive a distance contract within the withdrawal period;
9. **Entrepreneur:** a natural or legal person who offers products, (access to) digital content and/or services to consumers from a distance;
10. **Distance contract**: a contract concluded between an entrepreneur and a consumer within the framework of system organized for the distance sale of products, digital content and/or services, whereby sole or partly use is made of one or more techniques for distance communication up to and including the moment that the contract is concluded;
11. **Model form for right of withdrawal**: the European model form for right of withdrawal that is included in Appendix I of these terms and conditions. The entrepreneur is not obliged to provide Appendix I if the consumer has no right of withdrawal with regard to his order;
12. **Technique for distance communication**: means that can be used for communication regarding the offer made by the entrepreneur and concluding a contract, without the necessity of the consumer and entrepreneur being in the same place at the same time.

Article 2 - Identity of the entrepreneur

Name entrepreneur:
Sinn Shine
A trade name of The Pet Store
De Hoef 11
5809 EM Leunen
The Netherlands
www.sinnshine.eu

Telephone number: +31 (0) 478 51 48 41

E-mail: info@sinnshine.eu

Chamber of Commerce number: 17101759
VAT identification number: NL001781743B38

Article 3: Applicability

1. These general terms and conditions apply to every offer made by the entrepreneur and to every distance contract that has been realized between the entrepreneur and a consumer.
2. Prior to the conclusion of a distance contract, the text of these general terms and conditions will be made available to the consumer. If this is not reasonably possible, the entrepreneur will indicate, before the distance contract is concluded, in what way the general terms and conditions are available for inspection at the entrepreneur's premises and that they will be sent free of charge to the consumer, as quickly as possible, at the consumer's request.
3. If the distance contract is concluded electronically, then, contrary to the previous paragraph, and before the distance contract is concluded, the consumer will be provided with the text of these general terms and conditions electronically, in such a way that the consumer can easily store them on a durable data carrier. If this is not reasonably possible, then before concluding the distance contract, the entrepreneur will indicate where the general terms and conditions can be inspected electronically and that at his request they will be sent to the consumer free of charge, either electronically or in some other way.
4. In cases where specific product or service-related terms and conditions apply in addition to these general terms and conditions, the second and third paragraphs apply by analogy and the consumer can always invoke the applicable condition that is most favorable to him in the event of incompatible general terms and conditions.

Article 4 - The offer

1. If an offer is only limited available or is made subject to special conditions, this will be explicitly mentioned in the offer.
2. The offer contains a complete and accurate description of the products, digital content and/or services being offered. The description is sufficiently detailed to enable the consumer to make a proper assessment of the offer. If the entrepreneur makes use of illustrations, these will be a true representation of the products and/or services being offered. The entrepreneur is not bound by obvious errors or mistakes in the offer.
3. Every offer contains information that makes it clear to the consumer what rights and obligations are related to the acceptance of the offer.

Article 5 - The contract

1. The agreement is subject to the provisions of paragraph 4, concluded at the time of acceptance by the consumer of the offer and meet the corresponding conditions
2. If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm receipt of acceptance of the offer electronically. The consumer can dissolve the contract as long as this acceptance has not been confirmed by the entrepreneur.
3. If the agreement is created electronically, the entrepreneur will take appropriate technical and organizational measures to protect the electronic transfer of data and he will ensure a secure web environment. If the consumer can pay electronically, the entrepreneur will take appropriate safety precautions.

4. The entrepreneur can within the law - inform the consumer's ability to meet its payment obligations, and of all those facts and factors that are important to a sound conclusion of the distance contract. If the entrepreneur under this investigation was justified not to enter into the agreement, he is entitled to refuse an order or request or to attach special conditions to the implementation..
5. The entrepreneur will send to a consumer, at the latest when delivering a product, service or digital content, the following information, in writing, or in such a way that the consumer can store it on an accessible durable medium:
    - the address of the establishment of the business where consumers can lodge complaints;
    - the conditions and how the consumer the right of withdrawal may exercise, or a clear statement regarding the exclusion of the right of withdrawal;
    - information on guarantees and after sales service;
    - 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 contract;
    - the requirements for terminating the agreement if the agreement has a duration of more than one year or is indefinite;
    - If the consumer has a right of withdrawal the model withdrawal form..
6. In the event of an extended transaction is the provision in the previous paragraph applies only to the first delivery

Article 6 - Right of withdrawal

Upon delivery of products:

1. The consumer may terminate an agreement regarding the purchase of a product during a cooling-off period of 30 days without giving any reason. The entrepreneur is allowed to ask a consumer for the reason of this termination, but the consumer is not obliged to state his/her reason(s).
2. The period mentioned in para. 1 commences on the day after the product was received by the consumer, or a third party designated by the consumer, who is not the transporting party, or:
    - if the consumer has ordered several products: the day on which the consumer, or a third part designated by the consumer, received the last product. The entrepreneur may refuse a single order for several products with different delivery dates, provided he clearly informed the consumer of this prior to the ordering process.
    - if the delivery of a product involves different deliveries or parts: the day on which the consumer, or a third party designated by the consumer, received the last delivery or the last part;
    - with contracts for the regular delivery of products during a given period: the day on which the consumer, or a third party designated by the consumer, received the last product.

Upon delivery of services and digital content that is not supplied on a material medium:

3. The consumer may terminate an agreement without giving reasons, for the supply of digital content that is not supplied on a material medium during a period of at least 30 days. The entrepreneur is allowed to ask a consumer for the reason of this termination, but the consumer is not obliged to state his/her reason(s).
4. The period mentioned in para. 3 commences on the day after the contract was concluded.

Extended withdrawal period for products, services and digital content that is not supplied on a material medium in the event a consumer was not informed about the right of withdrawal:

5. If the entrepreneur did not provide the consumer with the statutorily obligatory information about the right of withdrawal or if the model form was not provided, the withdrawal period ends twelve months after the end of the originally stipulated withdrawal period based on the previous paragraphs of this article.
6. If the entrepreneur provided the consumer with the information referred to in the previous paragraph within twelve months of the commencing date of the original withdrawal period, the withdrawal period shall end 30 days after the day on which the consumer received the information.

Article 7 - Consumers' obligations during the withdrawal period

1. During the withdrawal period, the consumer shall treat the product and its packaging with care. He shall only unpack or use the product as far as necessary in order to assess the nature,

characteristics and function of the product. The starting point is that the consumer should only handle and inspect the product as he would be allowed to do in a shop.
2. The consumer shall only be liable for diminished value of the product due to a way of dealing with the product beyond permitted in paragraph 1.
3. The consumer is not liable for diminished value of the product as the entrepreneur him not to or at the conclusion of the agreement has provided all information required by law about the right of withdrawal..

Article 8 - Customers who exercise their right of withdrawal and the costs involved

1. A consumer who wants to exercise his right of withdrawal shall report this to the entrepreneur, within the withdrawal period, by means of the model form for right of withdrawal or in some other unequivocal way.
2. As quickly as possible, but no later than 30 days after the day of reporting as referred to in para. 1, the consumer shall return the product, or hand it over to (a representative of) the entrepreneur. This is not necessary if the entrepreneur has offered to collect the product himself. The consumer will in any case have complied with the time for returning goods if he sends the product back before the withdrawal period has lapsed.
3. The consumer returns the product with all relevant accessories, if reasonably possible in the original state and packaging, and in accordance with the reasonable and clear instructions provided by the entrepreneur.
4. The risk and the burden of proof for exercising the right of withdrawal correctly and in time rest upon the consumer.
5. The consumer bears the direct costs of returning the product. If the entrepreneur has not declared that the consumer shall bear these costs or if the entrepreneur indicates a willingness to bear these costs himself, then the consumer shall not be liable to bear the costs of returning goods.
6. If the consumer exercises his right of withdrawal, after first explicitly having asked that the service provided or the delivery of gas, water or electricity not prepared for sale shall be implemented in a limited volume or a given quantity during the period of withdrawal, the consumer shall owe the entrepreneur a sum of money that is equivalent to that proportion of the contract that the entrepreneur has fulfilled at the moment of withdrawal, in comparison with fulfilling the contract entirely.
7. The consumer shall bear no costs for implementing services or the supply of water, gas or electricity not prepared for sale – in a limited volume or quantity – or for delivering city central heating, if:
    - the entrepreneur did not provide the consumer with the statutorily obligatory information about the right of withdrawal, the costs payable in the event of withdrawal or the model form for right of withdrawal, or;
    - the consumer did not explicitly ask about the commencement of implementing the service or the delivery of gas, water, electricity or city central heating during the period of withdrawal.
8. The consumer shall bear no costs for the entire or partial supply of digital content that is not supplied on a material medium, if:
    - prior to delivery, he did not explicitly agree to commencing fulfilment of the contract before the end of the period of withdrawal;
    - he did not acknowledge having lost his right of withdrawal upon granting his permission; or
    - the entrepreneur neglected to confirm this statement made by the consumer.
9. If a consumer exercises his right of withdrawal, all supplementary agreements are legally dissolved.

Article 9 - Entrepreneurs' obligations in a case of withdrawal

1. If the entrepreneur makes it possible for a consumer to declare his withdrawal via electronic means, then after receiving such a declaration, he sends immediate confirmation of receipt.
2. The entrepreneur reimburses the consumer immediately with all payments, including any delivery costs the entrepreneur charged for the returned product, though at the latest within 14 days after the day on which the consumer reported the withdrawal. Except in cases in which the

entrepreneur has offered to retrieve the product himself, he can postpone refunding until he has received the product or until the consumer proves he has returned the product, depending on which occurs earlier.
3. For any reimbursement, the entrepreneur will use the same payment method that was initially used by the consumer, unless the consumer agrees to another method. Reimbursement is free of charge for the consumer.
4. If the consumer chose an expensive method of delivery in preference to the cheapest standard delivery, the entrepreneur does not have to refund the additional costs of the more expensive method.

Article 10 - Exclusion right of withdrawal

The entrepreneur can exclude the right of withdrawal for the following products and services, but only if the entrepreneur stated this clearly when making the offer, or at least in good time prior to conclusion of the contract:

1. Products or services whose prices are subject to fluctuations on the financial market over which the entrepreneur has no influence and which can occur within the period of withdrawal;
2. Contracts concluded during a public auction. A public auction is defined as a sales method whereby the entrepreneur offers products, digital content and/or services at an auction, under the directions of an auctioneer, and whereby the successful purchaser is obliged to purchase the products, digital content and/or services;
3. Service contracts, after full completion of the service, but only if:
    - implementation started with the explicit prior agreement of the consumer; and
    - the consumer declared having lost his right or withdrawal as soon as the entrepreneur had completed the contract in full;
4. Package travels, package holidays and package tours as referred to in article 7:500 BW and contracts on passenger transport;
5. Service contracts providing access to accommodation, if the contract already stipulates a certain date or period of implementation and other than for the purpose of accommodation, the transport of goods, car rental services and catering;
6. Contracts relating to leisure activities, if the contract already stipulates a certain date or period of implementation;
7. Products manufactured according to the consumer's specifications, which were not prefabricated and were made based on a consumer's specific choice or decision, or which are clearly intended for a specific person;
8. Products subject to rapid decay or with a limited shelf-life;
9. Sealed products that, for reasons relating to the protection of health or hygiene, are unsuited to returning and whose seal was broken subsequent to delivery;
10. Products that, due to their nature, have been irretrievably mixed with other products;
11. Alcoholic drinks whose price was agreed when concluding the contract, but the delivery of which can only take place after 30 days, and the actual value of which depends on market fluctuations over which the entrepreneur has no influence;
12. Sealed audio/video-recordings and computer apparatus whose seal was broken after delivery;
13. The delivery of digital content other than on a material medium, but only if:
    - the delivery commenced with the consumer's explicit prior agreement, and
    - the consumer declared that this implied his having lost his right of withdrawal.

Article 11 - The price

1. During the period of validity indicated in the offer, the prices of the products and/or services being offered will not be increased, except for price changes in VAT-tariffs.
2. Contrary to the previous paragraph, the entrepreneur may offer products or services at variable prices, in cases where these prices are subject to fluctuations in the financial market over which the entrepreneur has no influence. The offer must refer to this fluctuations and the fact that any prices mentioned are recommended prices.
3. Price increases within 3 months after the contract was concluded are only permitted if they are the result of statutory regulations or stipulations.

4. Price increases more than 3 months after the contract was concluded are only permitted if the entrepreneur stipulated as much and:
    - they are the result of statutory regulations or stipulations; or
    - the consumer is authorized to terminate the contract on the day on which the price increase takes effect.
5. The supply of products or services mentioned prices include VAT, unless explicitly stated otherwise.

Article 12 - Contract fulfilment and extra guarantee

1. The entrepreneur guarantees that the products and/or services fulfill the contract, the specifications stated in the offer, the reasonable requirements of reliability and/or serviceability and the statutory stipulations and/or government regulations that existed on the date that the contract was concluded. If agreed the entrepreneur also guarantees that the product is suited for other than normal designation.
2. An extra guarantee arrangement offered by the entrepreneur, manufacturer or importer can never affect the statutory rights and claims that a consumer can enforce against the entrepreneur on the grounds of the contract if the entrepreneur failed to fulfil his part in the contract.
3. An extra guarantee is defined as every commitment of the entrepreneur, his supplier, importer or manufacturer that grants a consumer rights or claims, in excess of those provided by law, for the event that he fails to fulfil his part in the contract.

Article 13 - Supply 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 deemed to be the address that the consumer makes known to the company.
3. Taking into consideration that which is stated in article 4 of these general terms and conditions, the company will accepted orders expeditiously but not later than 30 days, unless a different delivery period was agreed. If delivery suffers a delay, or if the delivery cannot be implemented, or only partially, the consumer will be informed about this at the latest 30 days after the order was placed. In this case, the consumer has a right to dissolve the contract free of charge and be entitled to compensation
4. Following dissolution in accordance with the previous paragraph, the entrepreneur refunds the consumer immediately the sum he had paid.
5. The risk of damage and/or loss of products rests upon the entrepreneur up to the moment of delivery to the consumer or a representative previous designated by the consumer and announced to the entrepreneur, unless this has explicitly been agreed otherwise.

Article 14 - Extended duration transactions: duration, termination and prolongation

Termination:

1. The consumer has a right at all times to terminate an open-ended contract that was concluded for the regular supply of products (including electricity) or services, subject to the agreed termination rules and a period of notice that does not exceed one month.
2. The consumer has a right at all times to terminate a fixed-term contract that was concluded for the regular supply of products (including electricity) or services at the end of the fixed-term, subject to the agreed termination rules and a period of notice that does not exceed one month.
3. With respect to contracts as described in the first two paragraphs, the consumer can:
    - terminate them at all times and not be limited to termination at a specific time or during a specific period;
    - terminate them in the same way as that in which they were concluded;
    - always terminate them subject to the same period of notice as that stipulated for the entrepreneur.

Prolongation:

4. A fixed-term contract that was concluded for the regular supply of products (including electricity) or services may not be automatically prolonged or renewed for a fixed period of time.

5. In deviation from which is stated in the previous paragraph, a fixed-term contract that has been concluded for the regular supply of daily or weekly newspapers or magazines may be automatically prolonged for a fixed term that does not exceed three months, if the consumer is at liberty to terminate this prolonged contract towards the end of the prolongation, with a period of notice that does not exceed one month.
6. A fixed-term contract that has been concluded for the regular supply of products or services may only be automatically prolonged for an indefinite period of time if the consumer has at all times the right to terminate, with a period of notice that does not exceed one month and, in the case of a contract to supply daily or weekly newspapers or magazines regularly but less than once per month, a period that does not exceed three months.
7. A fixed term contract for the regular supply, by way of introduction, of daily or weekly newspapers and magazines (trial subscriptions or introductory subscriptions) will not be automatically prolonged and will automatically terminate at the end of the trial period or introductory period.

Duration:

8. If the fixed-term of a contract exceeds one year, then after one year the consumer has at all times a right to terminate, with a period of notice that does not exceed one month, unless reasonableness and fairness dictate that premature termination of the contract would be unacceptable.

Article 15 - Payment

1. As far as no other date is stipulated in the contract or supplementary conditions, sums payable by the consumer should be paid within 14 days after commencement of the withdrawal period, or in the absence of a withdrawal period within 14 days after the conclusion of the contract. In the case of a contract to provide a service, this 14-day period starts on the day after the consumer received confirmation of the contract.
2. When selling products to consumers, the consumer should in general terms never obliged to an advance payment of more than 50%. If prepayment is agreed, the consumer may not assert any rights regarding the execution of the order or service (s) before the advance payment has been made.
3. The consumer is obliged to report immediately to the entrepreneur any inaccuracies in payment data provided or stated.
4. If a consumer fails to fulfil his payment obligation(s) in good time, after the entrepreneur has informed the consumer about the late payment, the consumer is allowed 14 days in which to fulfil the obligation to pay; if payment is not made within this 14-day period, statutory interest will be payable over the sum owed and the entrepreneur has the right to charge reasonable extrajudicial costs of collection he has incurred. These costs of collection amount to, at the most: 15% of unpaid sums up to €2,500; 10% over the next €2,500; and 5% over the next €5,000, with a minimum of €40. The entrepreneur can deviate from these sums and percentages in favorable of the consumer.

Article 16 - Complaints procedure

1. The entrepreneur provides a complaints procedure, that has been given sufficient publicity, and will deal with a complaint in accordance with this complaints procedure.
2. A consumer who has discovered shortcomings in the implementation of a contract must submit any complaints to the entrepreneur without delay, in full and with clear descriptions.
3. A reply to complaints submitted to the entrepreneur will be provided within a period of 14 days, calculated from the date of receipt. If it is anticipated that a complaint will require a longer processing time, then the entrepreneur will reply within 14 days, confirming receipt and indicating when the consumer can expect a more elaborate reply.
4. The consumer should give the entrepreneur a time period of at least 4 weeks to solve the complaint in joint consultation. After this period of time, the complaint becomes a dispute that is subject to a disputes settlement scheme.

Article 17 - Disputes

1. Contracts entered into between the entrepreneur and a consumer and which are subject to these general terms and conditions are subject only to Dutch law.

2. Online dispute resolution according to Art. 14 (1) Regulation on consumer ODR: The European Commission provides a platform for online dispute resolutions (ODR) which can be accessed at https://ec.europa.eu/consumers/odr/.

Article 18 - Additional or different terms
Additional or different terms and conditions, may not be at the expense of consumers and should be recorded in writing or in such a way that they can be stored by the consumer in an accessible manner on a durable medium.

Article 19 - EPR Compliance
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Leunen, August 2026

Sinn Shine