

General Terms and Conditions of WorldSat

These General Terms and Conditions of WorldSat.eu ; WorldSat.nl ; Cygnini will become operable as of 1st of January 2020.

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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 a trader or a third party delivers these products, digital content and/or services in accordance with an agreement between that third party and the trader;
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 trader 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. **Trader:** a natural or legal person and who offers products, (access to) digital content and/or services to consumers from a distance;
10. **Distance contract:** a contract concluded between a trader 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 trader 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 trader and concluding a contract, without the necessity of the consumer and trader being in the same place at the same time.

Article 2 – Identity of the trader

Name trader: WorldSat, a trade name of Cygnini through www.worldsat.eu and www.worldsat.nl

Registered address: P.O. box 4303, 3006AH Rotterdam, The Netherlands

Chamber of Commerce number: 63239639

VAT identification number: NL001556464B55

Article 3 – Applicability

1. These general terms and conditions apply to every offer made by a trader and to every distance contract that has been realized between a trader 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 trader will indicate, before the distance contract is concluded, in what way the general terms and conditions are available for inspection at the trader's premises.
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 trader 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.

Article 4 – The offer

1. 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. The trader is not bound by obvious errors or mistakes in the offer.

Article 5 – The contract

1. The contract will be concluded, subject to that which is stipulated in paragraph 4, at the moment at which the trader confirms the order and the conditions thereby stipulated have been fulfilled.
2. Both the consumer and the trader can dissolve the contract as long as the order has not been confirmed (by hand) by the trader.
3. If the contract is concluded electronically, the trader will take suitable technical and organizational measures to secure the electronic transfer of data and he will ensure a safe web environment. If the consumer is able to pay electronically, the trader will take suitable security measures.
4. The trader may obtain information – within statutory frameworks – about the consumer's ability to fulfil his payment obligations, as well as about facts and factors that are important for the responsible conclusion of the distance contract. If that research gives the trader proper grounds for declining to conclude the contract, then he has a right, to reject an order or application or to bind its implementation to special conditions.

Article 6 – Right of withdrawal

1. When purchasing products, a consumer has the right to dissolve a contract, without giving reasons, during a period of at least 14 days. The trader is allowed to ask a consumer for the reason of this dissolution, but the consumer is under no obligation to state his/her reason(s).
2. The period stipulated 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.

Article 7 – Consumers' obligations during the withdrawal period

1. During the withdrawal period, the consumer may only handle and inspect the product in the same way that he would be allowed to inspect a closed box in a shop.
2. The consumer is liable for the product's devaluation that is a consequence of his handling the product other than as permitted in para. 1.

Article 8 – Consumers 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 trader, 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 14 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 trader. This is not necessary if the trader 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 in an unopened box with all relevant accessories, in accordance with the reasonable and clear instructions provided by the trader.
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.

Article 9 – Traders' obligations in a case of withdrawal

1. If the trader 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 trader reimburses the consumer immediately with all payments minus transaction costs and depreciation in case of an open box and/or damages, including any delivery costs the trader 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 trader 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. If the consumer chose an expensive method of delivery in preference to the cheapest standard delivery, the trader does not have to refund the additional costs of the more expensive method.

Article 10 – Precluding the right of withdrawal

The trader can preclude the right of withdrawal for the following products and services:

1. Rental and/or lease contracts, if the contract already stipulates a certain date or period of implementation;
2. Products or services whose prices are subject to fluctuations (including currency changes) at traders suppliers over which the trader has no influence;
3. Products ordered according to the consumer's specifications;
4. Contracts referred to in article 7:500 DCC and contracts on passenger transport;
5. Contracts that already stipulate a certain date or period of implementation;
6. Products subject to rapid decay or with a limited shelf-life;
7. Pre-paid and/ post-paid airtime vouchers and/or SIM-cards;
8. Products that, due to their nature, have been irretrievably mixed with other products;
9. Sealed apparatus whose seal was broken after delivery;
10. The delivery of digital content other than on a material medium.

Article 11 – The price

1. All our quotations are without prejudice and trader reserves the right to provide the consumer with an updated quote before shipping out, after which the consumer will have the option:
 - a. to agree to the updated quote, or;
 - b. to cancel your order and receive a refund.
2. The trader may offer products or services at variable prices, in cases where these prices are subject to fluctuations in the financial market over which the trader has no influence.
3. Prices stated in offers of products or services include VAT, unless indicated otherwise at check-out.

Article 12 - Contract fulfilment and extra guarantee

1. The trader 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.

Article 13 - Supply and implementation

1. The trader will take the greatest possible care when receiving and implementing orders for products and when assessing applications for the provision of services.
2. The place of delivery is deemed to be the address of the trader (WorldSat).
3. The risk of damage and/or loss of products rests upon the consumer starting from the moment of shipment to the consumer or a representative previously designated by the consumer and announced to the trader, unless this has explicitly been agreed otherwise.

Article 14 - Special provisions in case of rental and/or lease contract(s)

1. Return-costs to the trader are on behalf of the consumer.
2. If a SIM-card is provided with rental/lease equipment the SIM-card remains property of trader regardless if consumer bought pre-paid airtime that would be valid for a period longer than the rental/lease period.
3. Consumer is responsible himself/herself for any permits (etc.) needed with rented/leased equipment.
4. Any malfunctions and/or losses that occur between the moment of shipping and the moment of return of the equipment at trader are assumed to have been caused by the consumer. Consumer is fully liable for repair or replacement. The new price of the most comparable product on www.worldsat.eu is considered the replacement value. Payments for damages and/or losses have to be fulfilled by consumer within 14 days.
5. Trader cannot be held accountable (including rent/lease paid by consumer) for late delivery, for the extent to which this is the consequence of delays or damages caused by any third party, including late return by previous lessees.
6. Trader cannot be held accountable for any damages by consumer and/or his/her associates.
7. Consumer will reimburse trader for any third-party claims without delay that occur because of use of rented/leased equipment by consumer and/or his/her associates.
8. Ownership of all equipment and airtime remains with trader until trader declares otherwise.

Article 15 – Identification and deposit

1. For rental and lease contracts consumer will identify himself/herself with a valid government-issued ID.
2. Trader provides rental/lease equipment to the shipment company or the consumer only after the deposit has been paid in full.
3. Any airtime used by consumer that has not been pre-paid will be settled with the deposit.
4. In case the amount due for airtime, delays, claims and/or damages exceeds the deposit consumer will refill the deposit within 7 days after trader requests so. If consumer fails to do so within 14 days a fine of € 100 is due, and raised by € 50 every 7th day after that as long as consumer has not refilled the deposit and fines as a whole.

Article 16 - Extended duration transactions: duration, termination and prolongation

1. A fixed-term contract that was concluded for the regular supply of products or services may not be automatically prolonged or renewed for a fixed period of time.
2. In departure from that which is stated in the previous paragraph, if not a rental product or leased product is not returned to trader before the end-date of the contract the rental or lease period is extended at a quadruple price-rate until the product is received back at WorldSat in working order. This extension does not limited WorldSat in recovering indirect and/or direct damages from the consumer as a result of not having its equipment available.

Article 17 - 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 5 days after commencement of the withdrawal period, or in the absence of a withdrawal period within 5 days after the conclusion of the contract.
2. Where advance payment is stipulated, the consumer cannot invoke any rights whatsoever in relation to the implementation of the order or service(s) in question before the stipulated advance payment has been made.
3. The consumer is obliged to report immediately to the trader any inaccuracies in payment data provided or stated.
4. If a consumer fails to fulfil his payment obligation(s) in good time, after the trader has informed the consumer about the late payment, the consumer is allowed 5 days in which to fulfil the obligation to pay; if payment is not made within this 5-day period, statutory interest will be payable over the sum owed and the trader has the right to charge reasonable extrajudicial costs of collection he has incurred.

Article 18 - Complaints procedure

1. The trader provides for a complaints procedure, 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 trader without delay, in full and with clear descriptions.
3. A reply to complaints submitted to the trader 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 trader will reply within 14 days, confirming receipt and indicating when the consumer can expect a more elaborate reply.
4. A complaint about a product, a service or the trader's service can be submitted via the contact form on www.worldsat.eu.
5. The consumer should give the trader 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 the disputes settlement scheme.

Article 19 - Disputes

1. Contracts entered into between a trader and a consumer and which are subject to these general terms and conditions are subject only to Dutch law.
2. Disputes between a consumer and an trader over the conclusion or exercising of contracts relating to products and services to be supplied by this trader can be put before the Rotterdam law-court, Wilhelminaplein 100-125, 3072 AK Rotterdam, by either the consumer or the trader, with due observance of that which is stipulated below.
3. Before a dispute is put before a law-court, the consumer first put his complaint, without delay, to the trader.
4. If the complaint does not lead to a solution, the dispute should be submitted to the Rotterdam law-court no later than 12 months after the consumer submitted the complaint to the trader.
5. If a consumer wants to put a dispute before the Rotterdam law-court, the trader is bound by that choice. Preferably, the consumer notifies the trader first.
6. Any law-court will not deal with a dispute – or will terminate their intervention – if the trader has been granted a suspension of payments, gone bankrupt or has actually terminated business activities before the court dealt with the dispute during a session and rendered a final ruling.

Appendix I: Model form for right of withdrawal

Model form for right of withdrawal

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

- To:

WorldSat
P.O. box 4303
3006AH Rotterdam

- I/we* herewith inform you that, in respect of our contract regarding

The sale of the following products: [description of the product]*

The delivery of the following digital content: [description of the digital content]*

The supply of the following service: [description of the service]*

I/we* exercise our right of withdrawal.

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

- [Consumer(s)' name]

- [Consumer(s)' address]

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

*Delete or provide supplementary information, as applicable.