General Terms and Conditions

Index:

Article 1 - Definitions
Article 2 - Identity of the business person
Article 3 - Applicability
Article 4 - The offer
Article 5 - The contract
Article 6 - Right of withdrawal
Article 7 - Consumers' obligations during the withdrawal period
Article 8 - Customers who exercise their right of withdrawal and the costs involved
Article 9 - Business persons' obligations in case of withdrawal
Article 10 – Exclusion of the right of withdrawal
Article 11 - The price
Article 12 - Contract fulfilment and extra guarantee
Article 13 - Delivery and implementation
Article 14 - Extended duration transactions: duration, termination, and prolongation
Article 15 - Payment
Article 16 - Complaints procedure
Article 17 - Disputes
Article 18 - Branch guarantee Thuiswinkel.org (Shopping secure)
Article 19 - Additional or different stipulations
Article 20 - Amendment to the general terms and conditions

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 business person or a third party delivers these products, digital content, and/or services in accordance with an agreement between that third party and the business person;
2. **Withdrawal period**: the period within which a consumer can make use of their right of withdrawal;
3. **Consumer**: a natural person whose actions are not carried out for objectives relating to 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 contract for the regular supply of goods, services, and/or digital content for a defined period of time;
7. **Durable medium**: every means - including emails - that enables a consumer or business person to store information that is addressed to them 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. **Business person**: Identity named in article 2. A webshop, business (legal entity) who offers products, (access to) digital content, and/or services to consumers from a distance;
10. **Distance contract**: a contract concluded between a business person and a consumer within the framework of system organised for the remote sale of products, digital content, and/or services, whereby sole or partly use is made of one or more techniques for remote communication up to and including the moment that the contract is concluded;
11. **Template for right of withdrawal**: the European template for the right of withdrawal that is included in Appendix I of these terms and conditions. The business person is not obliged to provide Appendix I if the consumer has no right of withdrawal with regard to their order;
12. **Technique for remote communication**: means that can be used for communication regarding the offer made by the business person and concluding a contract, without the necessity of the consumer and business person being in the same place at the same time.

Article 2 - Identity of the business person
Name of business person: MobielWerkt BV
Acting under the name(s):
- Gomibo.fr
- Belsimpel.nl

Registered address:
Gomibo
Waagstraat 1
9712JX Groningen
The Netherlands

Postal address:
Gomibo
Postbus 3023
9701 DA Groningen
The Netherlands

Phone number: +33 (0)805 983660

Availability:
The Gomibo customer service is available on weekdays from 09:00 to 21:00 and on Saturdays from 09:00 to 17:00.

Email address: info@gomibo.fr

Registration number with the Dutch Chamber of Commerce (KVK): 02093714
VAT identification number: FR 44 882207962

Article 3 - Applicability
1. These general terms and conditions apply to every offer made by the business person and to every distance contract that has been realised between the business person and consumer.
2. By visiting our site and/ or purchasing something from us, you engage in our "Service" and agree to be bound by the following terms and conditions, including additional terms and conditions and policies referenced herein and/or available by hyperlink. Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services.
3. 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 business person will indicate, before the distance contract is concluded, in what way the general terms and conditions are available for inspection at the business person’s premises and that they will be sent free of charge to the consumer, as quickly as possible, at the consumer’s request.
4. 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 business person will indicate where the general terms and conditions can be reviewed electronically and that at their request, they will be sent to the consumer free of charge, either electronically or in some other way.
5. In the event that specific product or service-related terms and conditions apply in addition to these general terms and conditions, the second and third paragraphs shall apply accordingly and, in the event of incompatible conditions, the consumer may always rely on the applicable provision that is most favourable to them.

Article 4 - The offer

1. If an offer is subject to a limited period of validity or is subject to 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 business person makes use of illustrations, these will be a true representation of the products and/or services being offered.
3. Every offer contains information that makes it clear to the consumer what rights and obligations are related to the acceptance of the offer.
4. If there is a contract, the business person is not bound by obvious errors or genuine and honest price mistakes that a consumer should have noticed.
5. We reserve the right to limit or prohibit orders that, in our judgment, appear to be placed by dealers, resellers, or distributors.

Article 5 - The contract

1. The customer places the selected products in the shopping cart. The customer can change the data and products entered at any time during the ordering process before a binding order is placed.
2. A binding order by the customer for the products/services contained in the shopping cart is placed by clicking on the button provided for this purpose.
3. The contract will be concluded, subject to that which is stipulated in paragraph 6, at the moment at which the consumer accepts the offer and the conditions thereby stipulated have been fulfilled.
4. If the consumer has accepted the offer electronically, the business person 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 business person.
5. If the contract is concluded electronically, the business person will take suitable technical and organisational measures to secure the electronic transfer of data and they will ensure a safe web environment. If the consumer is able to pay electronically, the business person will take suitable security measures.
6. The business person may obtain information – within statutory frameworks – about the consumer's ability to fulfil their 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 business person proper grounds for declining to conclude the contract, then they have the right, to reject an order or application or to bind its implementation to special conditions.
7. The business person 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:
    a. the office address of the business person's location where the consumer can file complaints;
    b. the conditions under which the consumer can make use of the right of withdrawal and the method for doing so, or a clear statement relating to preclusion from the right of withdrawal;
    c. information on warrantees and existing after-sales service;
    d. the price, including all taxes on the product, service or digital content; the costs of delivery insofar as applicable, and the method of payment, delivery, or implementing the distance contract;
    e. the requirements for terminating the contract, if the duration of the contract exceeds one year or if it is indefinite;
    f. if the consumer has a right of withdrawal, the template for right of withdrawal.
8. In case of a extended duration contract, the stipulation in the previous paragraph applies only to the first delivery.

Article 6 - Right of withdrawal

Regarding products

1. When purchasing products, a consumer has the right to dissolve a contract, without stating reasons, during a period of at least 14 days. The business person is allowed to ask a consumer for the reason of this dissolution, but the consumer is under no obligation to state their reason(s).
2. The period stipulated in para. 1 ends 14 days after the day the product was received by the consumer, or a third party designated by the consumer, who is not the transporting party, or:
    a. if the consumer has ordered several products: the day on which the consumer, or a third party designated by the consumer, received the final product. The business person may refuse one order of multiple products with different delivery dates, provided they have clearly informed the consumer of this prior to ordering.

b. 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 final delivery or the final part;
c. 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 final product.

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

3. A consumer has the right to dissolve a contract, without stating reasons, for the supply of digital content that is not supplied on a material medium during a period of at least fourteen days. The business person is allowed to ask a consumer for the reason of this dissolution, but the consumer is under no obligation to state their reason(s).
4. The period stipulated in para. 3 commences on the day after the contract is 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 business person 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 business person 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 14 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. They shall only unpack or use the product in as far as necessary in order to assess the nature, characteristics, and efficacy of the product. The principle here is that consumers may only handle and inspect the product as they would be allowed to do in a store.
2. The consumer is only liable for the product's devaluation that is a consequence of them handling the product other than as permitted in para. 1.
3. The consumer is not liable for the product's devaluation if the business person did not provide them with all the statutorily obligatory information about the right of withdrawal before the contract was concluded.

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

1. A consumer who wants to exercise their right of withdrawal, shall report this to the business person, within the withdrawal period, by means of the template for the right of withdrawal or in some other unequivocal way.
2. As quickly as possible, but no later than 14 days after the report as referred to in para. 1, the consumer shall return the product, or hand it over to (a representative of) the business person. This is not necessary if the business person has offered to collect the product themself. In any case, the consumer has complied with the return period if they return the product before the withdrawal period has expired.
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 business person.
4. The risk and the burden of proof for exercising the right of withdrawal correctly and in time rest upon the consumer. If the consumer ships an item, they should consider using a trackable shipping service or purchasing shipping insurance. The business person does not guarantee that they will receive your returned item.
5. The consumer bears the direct costs of returning the product. If the business person has not declared that the consumer shall bear these costs or if the business person indicates a willingness to bear these costs themselves, then the consumer shall not be held liable to bear the costs of returning goods.
6. The consumer shall bear no costs for the entire or partial supply of digital content that is not supplied on a material medium, if:
   a. prior to delivery, they did not explicitly agree to commencing fulfilment of the contract before the end of the withdrawal period;
   b. they did not acknowledge losing their right of withdrawal upon granting their permission; or
   c. the business person neglected to confirm this statement made by the consumer.

7. If a consumer exercises their right of withdrawal, all supplementary agreements are legally dissolved.

Article 9 - Business persons' obligations in a case of withdrawal

1. If the business person makes it possible for a consumer to declare their withdrawal via electronic means, then after receiving such a declaration, they send immediate confirmation of receipt.
2. The business person immediately reimburses the consumer payments, including any delivery costs the business person charged for the returned product, though at the latest within 14 days after the day on which the consumer reported the withdrawal. Unless the business person offers to collect the product themselves, they may wait to offer the refund until they have received the product or until the consumer proves that they have returned the product, whichever is earlier.
3. For any reimbursement, the business person 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 business person does not have to refund the additional costs of the more expensive method.

Article 10 - Precluding the right of withdrawal

The business person can exclude the following products and services from the right of withdrawal, but only if the business person clearly stated this when making the offer, or at least in good time before concluding the contract:

1. Products or services whose prices are subject to fluctuations on the financial market over which the business person 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 a business person 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:
    a. implementation started with the explicit prior agreement of the consumer; and
    b. the consumer declared having lost their right or withdrawal as soon as the business person had completed the contract in full;
4. Travel packages as referred to in EU directive 2015/2302 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 upon 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 Business person 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:
    a. the delivery commenced with the consumer's explicit prior agreement, and
    b. the consumer declared that this implied them having lost their 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 business person may offer products or services at variable prices, in cases where these prices are subject to fluctuations on the financial market over which the business person has no influence. The offer must refer to this link with 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 business person stipulated as much and:
   a. they are the result of statutory regulations or stipulations; or
   b. the consumer is authorized to terminate the contract on the day on which the price increase takes effect.
5. Prices stated in offers of products or services include VAT.
6. Depending on the value of the order or the delivery option or address you choose, delivery costs may also be charged. Such additional charges will be clearly shown during the checkout process and included in the 'Total Cost'.
7. Depending on the country of the consumer he may own duties, taxes, or import fees in addition to the shipping fees which only cover the transit cost of the product.

Article 12 - Contract fulfilment and extra guarantee

1. The business person guarantees that the products and/or services match 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 business person also guarantees that the product is suited for non-standard use.
2. An extra guarantee arrangement offered by the business person, manufacturer, or importer can never affect the statutory rights and claims that a consumer can enforce towards the business person on the grounds of the contract if the business person failed to fulfil their part of the contract.
3. An extra guarantee is defined as every commitment of a business person, their supplier, importer, or manufacturer that grants a consumer rights or claims, in addition to of those provided by law, in case that they fail to fulfil their part in the contract.

Article 13 - Delivery and implementation

1. The business person 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 ought to be the address that the consumer communicates to the business person.
3. If delivery to the consumer is not possible because the delivered goods do not fit through the front door, first door, stairwell of the consumer, or because the consumer cannot be found at the place of delivery specified by them, although the customer was notified of the delivery time within a reasonable time period, the consumer bears the costs for the unsuccessful delivery.
4. Delivery will occur based on the terms as stated in the delivery policy and included in these terms and conditions.
5. With due observance of the stipulations in article 4 of these general terms and conditions, the company shall process accepted orders expeditiously but at the latest within 30 days unless another delivery date has been agreed upon. If the delivery is delayed, or if the delivery cannot or can only be partially carried out, the consumer will be informed about this at the latest 30 days after the order was placed. In that case, the consumer has the right to dissolve the agreement at no cost and the right to possible damages.
6. Following dissolution in accordance with the previous paragraph, the business person refunds the consumer immediately the sum that they have paid.
7. The risk of damage and/or loss of products rests with the business person until delivery to the consumer or a prior designated representative made known to the business person, unless explicitly agreed upon otherwise.

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

Termination

1. The consumer has the right to, at all times, 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 business person.

Extension

4. A fixed-term contract that was concluded for the regular supply of products (including electricity) or services may not be automatically extended or renewed for a fixed period of time.
5. In departure from that 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 extended for a fixed term that does not exceed three months, if the consumer is at liberty to terminate this extended contract towards the end of the extension, 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 extended 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 extended 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. The available payment methods are shown on the website of the business person or in the respective item description, but at the latest in the final ordering process at the "checkout". Unless otherwise stated, the payment claims from the contract are due for payment immediately.
2. 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.
3. The consumer is obliged to immediately report to the business person any inaccuracies in payment data provided or stated.
4. If a consumer fails to fulfil their payment obligation(s) in good time, after the business person has informed the consumer about the late payment, the consumer is given 14 days in which to fulfil the payment obligation; if payment is not submitted within this 14-day period, statutory interest will be payable over the sum owed and the business person has the right to charge reasonable extrajudicial costs of collection they have 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 business person can deviate from said amounts and percentages for the benefit of the consumer.
5. The receivables have been pledged to ING Bank N.V., trading as ING Commercial Finance.

Article 16 - Complaints procedure

1. The business person shall have a sufficiently disclosed complaints procedure published on their website and shall handle the 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 business person without delay, in full and with clear descriptions.
3. Complaints submitted to the business person will be answered within a period of 14 days from the date of receipt. If a complaint foreseeably requires a longer processing time, the business person will respond within the 14-day period with a notice of receipt and an indication of when the consumer can expect a more detailed answer.
4. The consumer must in any case allow the business person 4 weeks to resolve the complaint by mutual agreement. After this period, a dispute arises that becomes subject to the dispute settlement procedure.

Article 17 - Disputes

1. Contracts entered into between a business person and a consumer and which are subject to these general terms and conditions are subject to Dutch law. Because the entrepreneur focuses their commercial activities on other countries in the EU- where the consumer lives- the consumer can always appeal to the mandatory consumer law in their country.
2. The Thuiswinkel (Homeshopping) Disputes Committee is an Alternative Dispute Resolution provider to which the Business person subscribes. The Homeshopping Disputes Committee is approved by the Dutch ministry of Justice and safety to provide dispute resolution services and undertake an independent review of your complaint, pursuant to the Alternative Dispute Resolution (ADR) for Consumer Disputes (Competent Authorities and Information) Regulations 2015 in the EU.
3. Complaints can be filled (in English) to the Disputes Committee in the following ways:
   Online: www.qshops.org
   In writing by post: The Homeshopping Disputes Committee, P.O. Box 90600, 2509 LP in The Hague, The Netherlands.
4. The Disputes Committee will only deal with a dispute if the consumer first put their complaint, without delay, to the business person.
5. If the complaint does not lead to a solution, the dispute should be submitted to the Disputes Committee no later than 12 months after the consumer submitted the complaint to the business person.
6. If a consumer wants to have the dispute handled by the Disputes Committee, the business person is bound by that choice. Preferably, the consumer notifies the business person first.
7. If a business person wishes to have a dispute handled by the Disputes Committee, then the consumer will indicate, in response to a written request made by the business person, whether they are in contract, or prefers to have the dispute to be dealt with by the competent court. If the consumer does not indicate their choice to the Business person within a period of five weeks, then the business person has a right to put the dispute before the competent court.
8. Rulings of the Disputes Committee are subject to the conditions as stipulated in the regulations of the Disputes Committee. Decisions of the Disputes Committee are binding advice.
9. The Disputes Committee will not handle a dispute – or will terminate their intervention – if the business person has been granted a suspension of payments, gone bankrupt, or has actually terminated business activities before the committee processed the dispute during a session and rendered a final ruling.

Article 18 - Branch guarantee Thuiswinkel.org (Shopping secure)

1. Thuiswinkel.org guarantees the fulfilment of obligations of her members in relation to binding advices imposed on them by the Thuiswinkel (Homeshopping) Disputes Committee, unless the member decides to submit the binding advice to a court for verification within two months after de date of that advice. In the event of judicial review, the suspension of the warranty ends and the warranty takes effect again when the court decision has become final, in which the court has declared the binding opinion binding. Thuiswinkel.org will pay up to a maximum amount of €10,000 per binding advice to the consumer. In case of sums higher than €10,000 per binding advice, the sum of €10,000 will be paid. To the extent that the amount exceeds €10,000, Thuiswinkel.org has the obligation to make reasonably adequate 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 their claim on the business person to Thuiswinkel.org. In as far as the claim on the business person exceeds the sum of €10,000, the consumer will be offered the option to transfer their claim on the business person above the sum of €10,000 to Thuiswinkel.org, where after this organisation will pursue payment of the claim in court on their own title and costs.

Article 19 - Additional or different stipulations

Additional stipulations or stipulations that differ from these general terms and conditions, may not be detrimental to the consumer and should be recorded in writing, or in such a way that consumers can store them in a readily accessible manner on a durable medium.

Article 20 - Amendment to the general terms and conditions
Amendments to these terms and conditions shall only take effect after they have been published in an appropriate manner, on the understanding that in the event of applicable amendments during the duration of an offer, the provision most favourable to the consumer shall prevail.

Appendix I: Template for right of withdrawal

Template for right of withdrawal

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

- To: [Business person's name]
  [Business person's geographic address]
  [Business person's fax number, if available]
  [Business person's email address or electronic address]

- I/We (1) hereby give notice that I/We (1) withdraw from my/our (1) contract of sale of the following goods (1)/for the provision of the following service (1)

- Ordered on*/received on
- [Consumer(s)' name]
- [Consumer(s)' address]
- [Consumer(s)' signature] (only if this form is submitted on paper)
- [Date]

(1)* Delete or provide supplementary information, when applicable.

Last updated: 10-11-2026