

Standard Form for Right of Withdrawal for products and Services by I Love Surfing

www.ilovsurfing.shop

The information on this standard form for right of withdrawal originates from our Terms and Conditions.

Right of Withdrawal

Deliverance of products:

1. After purchasing products, the consumer has the possibility to disband the agreement without giving reasons for 14 days (cooling off period). Entrepreneur may ask for a reason, but consumers isn't obligated to answer.
2. The cooling off period starts on the day after the consumer, or a pre-designated representative by the consumer made known to the entrepreneur, receives the product.

Obligations for the consumer during cooling off period

1. During the cooling off period the consumer shall treat the product and the package carefully. He shall unpack or use the product only to that extent to as far as it is necessary to judge the nature and specifications of the product. Consumer can use the product only in the same manner he is allowed to use the product in a store.
2. Consumer is liable for any decrease in value of the product if he uses the product in a different manner than described in article 7.1.
3. Consumer is not liable for decrease in value of the product if entrepreneur did not inform consumer about the right of withdrawal during or before finalizing the agreement.

Exercising the right of withdrawal by consumer and the costs

1. If the consumer wants to exercise the right of withdrawal, he must express this unambiguously to the entrepreneur within 14 days after the product is delivered. Consumer must use the standard form.
2. After consumer expressed this right, he must return the product within 14 days. The consumer must be able to prove he returned the product on time, for example with a proof of shipment.
3. Consumer must return the product with all accessories and -if reasonably possible- in the original conditioning and packaging to the entrepreneur, in accordance with the provided reasonable and clear instructions of the entrepreneur.
4. The risk and burden of proof for exercising the right of withdrawal and its conditions lie with consumer.
5. Consumer pays the direct costs for returning the product, unless stated otherwise. The costs for bulky items, such as surfboards, range from €20,00 in the Netherlands to €100,00 the more South you go in Europe. An estimate can be found on the customer service page under 'shipping rates' of the entrepreneur.
6. If the consumer failed to express his right of withdrawal or return the product to entrepreneur within the mentioned terms, the purchase is final.

Obligations for the entrepreneur with right of withdrawal

1. Entrepreneur confirms a request by consumer for the right of withdrawal as soon as possible after receiving this request in the correct manner.
2. Entrepreneur pays back all payments made by consumer regarding the product, including the costs of delivery from entrepreneur to consumer. Entrepreneur shall pay back this amount as soon as possible but no later than within 14 days after the repeal or after the return shipment on the condition that there is definite proof of complete return of the product.

3. Refunds take place through the same payment method that the consumer used unless the consumer agreed specifically to a different refund method.

Exclusion Right of Withdrawal

1. The entrepreneur can exclude the right of withdrawal of the consumer for certain products. The exclusion of the right of withdrawal applies only if the entrepreneur has clearly mentioned this at least in time before the conclusion of the agreement:

- Products which are established by the entrepreneur according to specifications of the consumer (bespoke products).
- Products sold at an open auction.
- Products that they are clearly personal in nature.
- Products which cannot be returned because of their nature.
- Products that can spoil or age quickly.
- Products whose price is bound to fluctuation on the financial market which the entrepreneur has no influence.
- Individual newspapers and magazines.
- Products for audio and video recordings and computer software of which the consumer has broken the seal.

Conformity and guarantees

1. The entrepreneur ensures that the products and services measure up to the agreement, ensures the in the offer mentioned specifications, ensures reasonable requirements, soundness and or usefulness and ensures on the date of the establishment the existing legal provisions and/or government regulations. If agreed the entrepreneur also ensures that the product is suitable for other than normal use.

2. A guarantee provided by the entrepreneur, manufacturer or importer does nothing to alter the rights and claims which the consumer under the agreement can put forward against the entrepreneur.

3. Any defects to delivered products, or wrongfully delivered products should be notified in writing to entrepreneur by consumer within 7 days after delivery. Returns of products must be in original packaging and products must be in new condition.

4. Any warranties by entrepreneur match warranties provided by the manufacturer.

5. Warranties do not apply if:

- Consumer repaired or altered the product themselves or let anyone else repair or alter the product in any way;
- The delivered product was exposed to abnormal circumstances, was treated carelessly, or was used in any way conflicting with the instructions by entrepreneur or packaging.

Special note on warranty regarding surfboards

- Using a surfboard has high demands on the equipment, even small waves may occasionally create sufficient pressure to crease or even snap a surfboard. As surfers you have probably experienced this yourself or heard the stories from fellow surfers. Therefore, in general surfboards are not warranted, simply because of circumstances that are beyond our control. This includes, but is not limited to, breakage, creases, heat damage, broken fin boxes, dings, compressions or discoloration.
- We are surfers ourselves and do understand how frustrating it is if a freshly bought stick snaps during one of your sessions. If this happens and you feel the breakage was in any way suspicious (see article 12.2) don't hesitate to contact us.

Company Information I Love Surfing

I Love Surfing Office
Park de Kotten 214
7522 EL
Enschede
The Netherlands
Phone number: 0031 6 10 75 89 80
E-mail: info@ilovesurfing.shop
Chamber of commerce number: 59547316
VAT identification number: NL853541127B01

1. Fill out and send to info@ilovesurfing.shop
2. Only use this form if you want to return the product and exercise your right to withdrawal
3. When we confirm your right of withdrawal ship to:

I Love Surfing
Viaductweg 48
2525 KL the Hague
The Netherlands

— I/We (*) notify you that I/we (*) wish to withdrawal our agreement regarding the purchase of the following products:

— Ordered on (DD-MM-YYYY) :

— Order number :

— Received on (DD-MM-YYYY):

— Name consumer / Names Consumers

— Address consumers(s) :

— IBAN account number:

— Signature(s) of consumer(s) on this form (only needed if send by regular mail)

— Date (

(*) *Strike out if not applicable*