



## Terms & conditions of use

### Article 1 - Applicability

1. These general terms and conditions apply to any offer made by the entrepreneur and to any agreement between the entrepreneur and the customer.
2. Before the agreement is concluded, the text of these general terms and conditions is made available to the customer. If this is not reasonably possible, it will be indicated before the agreement is concluded that the general terms and conditions can be viewed at the entrepreneur's premises and will be sent to the customer upon request.
3. If the distance agreement is concluded electronically, the text of these general terms and conditions may be made available to the customer electronically, in deviation from the previous paragraph, and before the distance agreement is concluded, in such a way that the customer can easily store it on a durable data carrier. If this is not reasonably possible, it will be indicated before the distance agreement is concluded where the general terms and conditions can be viewed electronically and that they will be sent to the customer free of charge by electronic means or otherwise upon request.
4. The entrepreneur explicitly rejects any general terms and conditions that the customer declares applicable.

### Article 2 - The offer

1. The offer made by the entrepreneur is without obligation and may be withdrawn by the entrepreneur at any time. The prices stated in the offer for products or services include VAT for customers within the EU, or are subject to the margin scheme. For customers outside the EU, VAT will not be charged, but they may be subject to customs duties and/or other taxes or fees in their country of residence. The entrepreneur shall make every effort to keep the website on which its products are offered up to date and to remove any products that have already been sold. However, if the customer has accepted an offer that has already been accepted by another customer, no agreement shall be concluded between the entrepreneur and the customer. The entrepreneur is entitled to charge a reasonable fee to the customer for making an offer at the customer's location.
2. The offer includes a description and an image of the products and/or services offered. Obvious mistakes or errors in the offer shall not bind the entrepreneur.
3. Each offer shall contain at least the following information:
  - the price including taxes for EU customers, or the price subject to margin scheme
  - the possible delivery costs;
  - whether or not the right of withdrawal applies;
  - the method of payment, delivery, and performance of the agreement;
  - the period for acceptance of the offer, or the period within which the entrepreneur guarantees the price; and

### Article 3 - The agreement

1. The agreement is concluded at the moment of acceptance of the offer by the customer and compliance with the conditions set out therein.
2. If the customer has accepted the offer electronically, the entrepreneur confirms receipt of the acceptance of the offer electronically.
3. The entrepreneur will include the following information with the product or service to the customer in writing or in such a way that the customer can store it in an accessible manner on a durable medium:
  - a. the visiting address of the entrepreneur's establishment where the customer can address complaints;
  - b. the conditions under which and the manner in which the customer can exercise the right of withdrawal, or a clear statement concerning the exclusion of the right of withdrawal;
  - c. the information about any guarantees and existing service after purchase;
  - d. the data referred to in Article 4 (3) of these conditions, unless the entrepreneur has already provided this data to the customer before the execution of the agreement.

## Article 4 - Right of withdrawal

In case product delivery:

1. When purchasing products at a distance, the customer has the option to dissolve the agreement without giving any reasons for a period of 7 days. This reflection period starts on the day following the day of receipt of the product by the customer or a representative previously designated by the customer and made known to the entrepreneur.
2. During the reflection period, the customer will handle the product and packaging with care. The customer shall only unpack or use the product to the extent necessary to determine the nature, characteristics, and functioning of the product. If the customer decides to withdraw from the contract, the customer shall return the product to the entrepreneur with all accessories included, and if reasonably possible, in its original condition and packaging, in accordance with the reasonable and clear instructions provided by the entrepreneur.

In case of service provision:

3. In the case of a service contract. The customer has the right to terminate the agreement without any given reason within at least fourteen days, starting from the day on which the agreement was concluded, and prior to the commencement of the service provision.
4. In order to exercise the right of withdrawal, the customer shall follow the reasonable and unambiguous instructions provided by the entrepreneur in the offer and/or provided at the time of delivery.

## Article 5 - Costs in case of withdrawal

1. If the customer exercises his right of withdrawal, the costs of delivery and return will be at their expense.
2. If the customer has paid an amount, the entrepreneur will refund this amount as soon as possible, but no later than 30 days after the return or withdrawal.

## Article 6 – Conformity, warranty, and liability

1. The products delivered or services rendered by the entrepreneur shall conform to the agreement.
2. The entrepreneur shall be liable to the customer solely for damages resulting directly from attributable failure to fulfill the agreement (direct damages), up to a maximum amount equal to the sales price of the product, unless there is intent or conscious recklessness on the part of the entrepreneur. The entrepreneur shall not be liable for indirect damages suffered by the customer.
3. If the entrepreneur is required to perform work at the customer's location for the installation of products or other purposes, the customer shall ensure a safe working environment and shall carefully follow all instructions provided by the entrepreneur in connection therewith.

## Article 7 – Delivery and Execution

1. The delivery address provided by the customer to the company shall be considered as the place of delivery. delivery costs and conditions shall be agreed upon with the customer in advance. Unless expressly agreed otherwise in advance, local taxes and import duties shall at all times be borne by and at the risk of the customer.
2. In accordance with the provisions of Article 2 of these general terms and conditions, the company shall execute accepted orders promptly and in any case no later than 30 days, unless a longer delivery period has been agreed upon. If delivery is delayed or if an order cannot be executed or can only be executed in part, the customer shall be notified of this no later than 30 days after placing the order.
3. The risk of damage and/or loss of products shall rest with the company until the moment of delivery to the customer or a representative designated and made known to the company in advance, unless expressly agreed otherwise. If unintended damage has occurred to the product during the period between the conclusion of the agreement and shipment, the company is entitled either to have the damage professionally restored or to deliver a similar product of the same quality. Of course, this will be communicated to and discussed with the customer.

## Article 8 - Payment

1. Unless otherwise agreed, the amounts due by the customer must be unconditionally paid before delivery of a product. In the case of an agreement for the provision of a service, this term starts after the customer has received confirmation of the agreement.
2. The entrepreneur is entitled to request a deposit from the customer. In that case, the agreement is concluded under the suspensive condition of receipt of this deposit. The customer cannot assert any right regarding the execution of the relevant order or service(s) until the agreed advance payment has been made.
3. The customer has the obligation to promptly report any inaccuracies in the provided or stated payment information to the entrepreneur.
4. In case of default of payment by the customer, the entrepreneur has, subject to legal limitations, the right to charge reasonable costs communicated to the customer in advance.

## Article 9 - Termination in exceptional circumstances

1. The entrepreneur is authorized to terminate this agreement immediately, without notice of default, if:
  - the customer is in (provisional) suspension of payments or in bankruptcy, or a request for this has been filed;
  - the debt rescheduling scheme (WSNP) has been declared applicable to the customer, or a request for this has been filed;
  - the customer has lost the power of disposal over its assets through attachment, guardianship, or in any other way;
  - the customer has discontinued its business activities;
  - a circumstance arises that reasonably leads the entrepreneur to fear for the continuity of the customer's business.

## Article 10 - Miscellaneous Provisions

1. If any part of these general terms and conditions is invalid or unenforceable, the parties shall remain bound by the remaining provisions. The parties shall replace the invalid or unenforceable provision with provisions that are valid and enforceable, and whose legal consequences, considering the content and purpose of this agreement, correspond as much as possible to those of the invalid or unenforceable provision.
2. The customer is not authorized to transfer rights and obligations under this agreement.

## Article 11 – Complaints and Disputes

1. Complaints about the execution of the agreement must be submitted to the entrepreneur within a reasonable time, fully and clearly described, after the customer has discovered the defects.
2. Dutch law exclusively applies to agreements between the entrepreneur and the customer to which these general terms and conditions apply. All disputes arising in connection with this agreement shall be exclusively settled by the Amsterdam court, the Netherlands.

**Artikel 12 – Definitions** In these terms and conditions, the following terms shall have the meanings ascribed to them below:

1. Cooling-off period: the period during which the customer may exercise their right of withdrawal;
2. Customer: the individual who enters into an agreement with the entrepreneur;
3. Day: calendar day;
4. Durable medium: any means that enables the customer or entrepreneur to store information addressed to them personally in a way that allows for future consultation and unaltered reproduction of the stored information;
5. Right of withdrawal: the customer's ability to withdraw from a distance agreement within the cooling-off period;
6. Entrepreneur: the individual who offers products and/or services to customers at a distance;
7. Agreement: an agreement, including a distance agreement, between the entrepreneur and the customer;
8. Distance agreement: an agreement in which, within the framework of a system organized by the entrepreneur for the sale of products and/or services at a distance, the conclusion of the agreement exclusively utilizes one or more techniques for communication at a distance;
9. Technique for communication at a distance: a means that can be used to conclude an agreement without the customer and entrepreneur being physically present in the same location at the same time.

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