

General Terms and Conditions

Dutch & Dutch Export B.V. V2021.1

1. Definitions

- 1.1. These general terms and conditions use the following definitions unless expressly indicated otherwise, or determined otherwise by the context:
 - a. Dutch & Dutch: the user of these general terms and conditions: Dutch & Dutch Export B.V., with registered offices at Claes de Vrieselaan 164 in Rotterdam, Netherlands, registered with the Chamber of Commerce with number 66864097;
 - b. Client: the legal entity or natural person which or who has concluded an Agreement with Dutch & Dutch;
 - c. Agreement: the Agreement between Dutch & Dutch and the Client;
 - d. Product(s): the Product(s) delivered by Dutch & Dutch in the context of the Agreement.

2. General

- 2.1. These general terms and conditions govern all agreements between Dutch & Dutch and the Client.
- 2.2. Any deviations from these general terms and conditions will only be valid if expressly agreed in writing or by e-mail.
- 2.3. The applicability of any purchase or other conditions of the Client is explicitly rejected.
- 2.4. If these general terms and conditions have governed a legal relationship between Dutch & Dutch and the Client at any time, the Client will be deemed to have accepted the applicability of these general terms and conditions concerning any agreements concluded afterward, or any agreements that are to be concluded at a later time.
- 2.5. If one or more provisions of these general terms and conditions are found to be invalid or unenforceable, the remaining provisions will remain in full force and effect. If this is the case, Dutch & Dutch has the right to replace this/these provision(s) by a provision that is not unreasonably detrimental to the Client and which is as similar to the void provision as possible.
- 2.6. Insofar as Dutch & Dutch does not require strict compliance with these general terms and conditions, this will not mean that their provisions will not apply, or that Dutch & Dutch will lose its right to require strict observance of the provisions of these general terms and conditions in any other cases.
- 2.7. Dutch & Dutch has the right to amend these general terms and conditions. The Client will be informed of the amended general terms and conditions in writing or by e-mail as of their effective date. The amended general terms and conditions will govern all orders placed by the Client once the amended general terms and conditions have come into effect.

3. Offer and prices

- 3.1. All offers of Dutch & Dutch are non-binding.
- 3.2. Each quotation is based on information, data, documents, and the like provided by the Client. The Client is responsible for the accuracy and completeness of the requirements and specifications provided to Dutch & Dutch by or on behalf of the Client, and for other information on which Dutch & Dutch bases its quotation.
- 3.3. Dutch & Dutch is not bound to its offer if its publications, messages, or website contain manifest errors.
- 3.4. The range of Dutch & Dutch can be changed at any time.
- 3.5. Listed prices do not apply automatically to future orders.
- 3.6. The listed prices are in Euro and do not include VAT, transport costs, import duties, and possible installation costs.
- 3.7. If the Client is a consumer, the Client will be informed of the price including VAT.
- 3.8. Dutch & Dutch has the right to adjust its rates at any time.

4. Conclusion of the Agreement

- 4.1. The Agreement will be concluded at the time the Client places an order with Dutch & Dutch by e-mail or an order form, or at the time the Client expressly accepts the offer of Dutch &

Dutch in any other way. Once the Agreement has been concluded, Dutch & Dutch will send the customer an order confirmation by e-mail.

5. Cancellation

- 5.1. The Products will be manufactured once the order has been placed. This means that Dutch & Dutch does not have Products in stock. As a result, orders can only be canceled in consultation with and after permission of Dutch & Dutch. If Dutch & Dutch has already incurred costs in the context of the order, Dutch & Dutch will charge these costs to the Client in case of a cancellation.

6. Implementation of the Agreement

- 6.1. Dutch & Dutch will implement the Agreement to the best of its ability and in accordance with the requirements of good workmanship.
- 6.2. Dutch & Dutch has the right to (partially) outsource the implementation of the Agreement to third parties.

7. Obligations of the Client

- 7.1. The Client will ensure that all data designated by Dutch & Dutch as necessary for the implementation of the Agreement, or of which the Client should reasonably understand their necessity, will be made available to Dutch & Dutch on time.
- 7.2. The Client is responsible for the accuracy, completeness, and reliability of the data provided by it, even if these are provided by third parties.
- 7.3. If the information provided by the Client is incomplete and/or incorrect, any consequences will be entirely at the expense and risk of the Client.
- 7.4. The Client must refrain from any behavior which makes it impossible for Dutch & Dutch to implement the Agreement in a proper manner.
- 7.5. The Client is required to use the Product as indicated in the manual, instructions, or technical specifications.
- 7.6. The Client is required to immediately inform Dutch & Dutch of any facts and circumstances which may be relevant to the implementation of the Agreement.
- 7.7. The Client indemnifies Dutch & Dutch against any claims by third parties which have suffered damage related to the implementation of the Agreement attributable to the Client.
- 7.8. Only the Client will be responsible for observing all statutory and other regulations in effect in the country where the Client is established concerning the possession, transport, storage, resale, and use of the Product in any way.

8. Delivery period

- 8.1. The delivery period can never be considered a deadline. Exceeding the delivery period does not give the Client any right to cancel the order, to claim damages, or to any other form of compensation. If Dutch & Dutch knows or suspects that the delivery cannot take place on time, Dutch & Dutch will inform the Client of this as soon as possible.
- 8.2. The delivery period will take effect at the moment Dutch & Dutch has received the first payment from the Client.
- 8.3. If a delivery period agreed with the Client is exceeded as a result of an event which is beyond the control of Dutch & Dutch and cannot be attributed to it, such as the events set out in Article 15, this period will automatically be extended by the exceeded period resulting from such an event.

9. Delivery

- 9.1. Delivery will take place ex-works.
- 9.2. Dutch & Dutch will inform the Client by e-mail if the order is ready and can be retrieved.
- 9.3. The risk for the Products transfers to the Client at the moment the Products leave the warehouse of Dutch & Dutch. The Client is responsible for the transport of the Products.
- 9.4. The Client is required to accept the Products. If the Client refuses this acceptance, Dutch & Dutch has the right to store the Products at the risk and expense of the Client. If the Client does not accept the Products held by Dutch & Dutch, despite the fact that these have been made available, irrespective of whether payment of the amount due has already (partially) taken place, Dutch & Dutch will have the right to sell these for and on behalf of the Client

after written summons. The Client will remain responsible for the payment of the invoice amount, plus the interest, costs, and possible compensation, but reduced by the net return of the sale to a third party, if relevant.

10. Installation

- 10.1.** If the Client is a consumer, Dutch & Dutch will install the Product at the Client, or have a third party install the Product. The installation costs will be communicated with the Client in advance.
- 10.2.** An appointment for the installation work will be made with the Client. If the Client does not grant Dutch & Dutch access to the location where the Products must be installed at the agreed time, Dutch & Dutch will have the right to charge any additional costs it incurs, such as call-out costs and working hours, to the Client.

11. Payment

- 11.1.** Payment must take place as follows:
100% prior to the delivery.
Unless agreed otherwise in writing and signed by both parties.
- 11.2.** Payment must take place without discount or settlement.
- 11.3.** Dutch & Dutch has the right to suspend the delivery until the moment the full price of the order has been paid. Dutch & Dutch cannot be held liable for any damage suffered by the Client due to such suspension.
- 11.4.** If the Client does not pay the invoice on time, the Client will be in default, and the statutory (commercial) interest will be charged from the time the payment period has expired until the full amount due has been paid. All judicial and extrajudicial collection costs incurred by Dutch & Dutch to recover the claim will be borne by the Client. The extrajudicial collection costs will be 15% of the principal with a minimum of € 100. If the Client is a consumer, the extrajudicial collection costs will be determined in accordance with the Dutch Act on Collection Costs.
- 11.5.** The claims of Dutch & Dutch will be immediately due and payable in case of liquidation, bankruptcy, attachment, or suspension of payments of the Client.
- 11.6.** Any payments made by the Client will first be used to settle the interest due, and then to settle the costs involved in the collection. Payments by the Client will only be used to settle the principal due after payment of the above amounts.
- 11.7.** Complaints do not suspend the payment obligation of the Client.

12. Complaints

- 12.1.** The Client is required to immediately inspect the Products upon delivery. The Client must, in particular, inspect:
 - a.** Whether the correct Products have been delivered;
 - b.** Whether the correct amount has been delivered;
 - c.** Whether the Products do not have any visible shortcomings.
- 12.2.** The Client must inform Dutch & Dutch by e-mail within 30 days of the delivery if the delivered Products do not correspond to the order, or if the Products contain visible shortcomings. If the Client is a consumer, a complaints period of 2 months will apply.
- 12.3.** The Client is required to give Dutch & Dutch the opportunity to assess a complaint.
- 12.4.** The Client will bear the risk of transport damage, unless the Client is a consumer.

13. Warranty

- 13.1.** The end user of the Product will have a warranty as set out in the warranty conditions of Dutch & Dutch. These warranty conditions can be found at <https://dutchdutch.com/support/>.

14. Liability and limitation

- 14.1.** Dutch & Dutch cannot be held to pay compensation for any damage which is a direct or indirect result of:
 - a.** An event that is beyond its control and thus cannot be attributed to it, as inter alia defined in Article 15 of these general terms and conditions;
 - b.** Any act or omission of the Client, its subordinates, or other persons who perform work for or on behalf of the Client.

- 14.2. The Client will always be responsible for the accuracy and completeness of all information it provides. Dutch & Dutch will never be liable for any damage (partially) caused by the inaccuracy and/or incompleteness of data provided by the Client. The Client indemnifies Dutch & Dutch against any claims in this respect.
- 14.3. If the Client or a third party make(s) changes to the Product, Dutch & Dutch excludes any liability with respect to its operation and any (consequential) damage.
- 14.4. Dutch & Dutch is not liable for any damage whatsoever due to wrong or incompetent use of the Products and due to use of the Products in violation of the provided instructions.
- 14.5. Dutch & Dutch will never be liable for indirect damage or consequential damage, including loss of profits, loss of turnover, reputation damage, lost savings, delay damage, transport costs, labor costs, operational damage, stagnation damage, and imposed fines.
- 14.6. If Dutch & Dutch is found to be liable for any damage, this liability will be limited to the amount paid by the insurer of Dutch & Dutch. If the insurer refuses to provide payment, or if the damage is not covered by the insurance, the liability of Dutch & Dutch will be limited to the amount paid by the Client for the Product to which the liability relates, insofar as this does not violate any mandatory legal provision.
- 14.7. Claims and other rights of the Client vis-à-vis Dutch & Dutch on any grounds will always expire 1 year from the moment an event occurs based on which the Client can exercise those rights and/or powers vis-à-vis Dutch & Dutch. If the Client is a consumer, a limitation period of 2 years will apply.
- 14.8. If the Client fails to properly or timely fulfill its contractual or statutory obligations or commits tort vis-à-vis Dutch & Dutch, the Client must pay Dutch & Dutch all damage it suffers or has suffered as a result.

15. Force majeure

- 15.1. Dutch & Dutch is not required to fulfill any obligation based on this Agreement if it is prevented from doing so due to force majeure. Force majeure includes war and the risk of war; terrorism; import and export restrictions; measures taken by government bodies; strikes or work interruptions; epidemics; traffic disruptions; weather influences; natural disasters; transport difficulties; fire; theft; power outage; Internet outage; e-mail traffic disruptions; changes in laws and regulations; and computer hacking by a third party.
- 15.2. Force majeure will also be considered a non-attributable shortcoming of a supplier of Dutch & Dutch or a third party engaged by Dutch & Dutch.
- 15.3. Dutch & Dutch also has the right to rely on force majeure if the circumstances that prevent the (continued) fulfillment of the obligation occur after it should have fulfilled this obligation.

16. Suspension and termination

- 16.1. Dutch & Dutch has the right to immediately suspend the implementation of the Agreement if it becomes aware of circumstances giving substantial grounds to fear that the Client will not fulfill its obligations.
- 16.2. Dutch & Dutch has the right to dissolve the Agreement if the Client fails to (fully) fulfill its obligations arising from the Agreement, and the Client fails to observe a notice of default which gives the Client a reasonable period to fulfill its obligations. A notice of default is not required if fulfillment has become permanently impossible.
- 16.3. Dutch & Dutch also has the right to dissolve the Agreement if circumstances arise that make the implementation of the Agreement impossible, or if its implementation can in all reasonableness and fairness no longer be expected, or if other circumstances arise due to which the unaltered continuation of the Agreement can no longer reasonably be expected.
- 16.4. Dutch & Dutch is entitled to terminate the Agreement if the Client requests or is granted suspension of payments, or if the Client is declared bankrupt or applies for bankruptcy, or if the Client is unable to pay its debts, terminates or liquidates its business, is placed under guardianship, or if an administrator is appointed.
- 16.5. If Dutch & Dutch decides to suspend or dissolve the Agreement, it will be in no way held to pay compensation for any damage and costs arising from this in any way.
- 16.6. If the Agreement is (partially) dissolved, the claims of Dutch & Dutch on the Client will become immediately due and payable. Dutch & Dutch will retain its rights under the law and the Agreement if it suspends the implementation of the Agreement.
- 16.7. Dutch & Dutch will always retain the right to claim damages.

17. Confidentiality

- 17.1.** Both parties undertake to observe the confidentiality of all confidential information obtained in the context of the Agreement from each other or another source. Information is confidential if this has been indicated by the other party, or if this follows from the nature of the information. The party receiving confidential information will only use this information for the purpose for which it was provided.
- 17.2.** If, pursuant to a statutory provision or a court order, Dutch & Dutch is required to disclose confidential information to a third party designated by law or the designated competent court and Dutch & Dutch cannot invoke a duty of confidentiality, Dutch & Dutch will not be liable for damage or compensation vis-à-vis the Client, and the Client will not be entitled to terminate the Agreement based on any resulting damages.

18. Intellectual property rights

- 18.1.** Dutch & Dutch will hold all intellectual property rights, including copyrights, concerning the website, pictures, images, drawings, texts, trademarks, trade names, brand style, and logos, and with respect to any data provided to the Client by Dutch & Dutch.
- 18.2.** The Client must always respect the intellectual property rights of Dutch & Dutch.

19. Applicable law and competent court

- 19.1.** This Agreement is governed by the laws of the Netherlands. The applicability of the Vienna Sales Convention is excluded.
- 19.2.** All disputes arising from the Agreement, these general terms, and conditions, or any obligations that arise from these, specifically concerning validity, interpretation, implementation, termination, or dissolution, will exclusively be settled by the court competent in the district of Rotterdam, Netherlands, where Dutch & Dutch is established, to the exclusion of any other court. The consumer can choose a court competent by law within a period of 1 month after Dutch & Dutch has invoked this article in writing.