

General terms and conditions Dutchgrand B.V.

1. Parties

1. Dutchgrand: Dutchgrand B.V., registered with the Chamber of Commerce under number 89514246, located at Russchemorsweg 23-04 (7161 RT) in Neede, user of these general terms and conditions.

2. Further information of Dutchgrand:

Website: www.dutchgrand.com

E-mail address: info@dutchgrand.com

Phone no.: (+31) (0)6 - 460 712 73

VAT identification number: 865006064B0

3. The Customer: the (potential) buyer of goods offered by Dutchgrand.

2. Applicability

1. Dutchgrand declares these general terms and conditions applicable to every offer made by Dutchgrand, and agreements, whether or not resulting therefrom, which the parties have entered into with each other. Insofar as the content has not been amended, these general terms and conditions shall also apply to future contractual relationships between the parties.

2. Clauses deviating from these conditions are only applicable if and insofar Dutchgrand has confirmed these expressly to The Customer in writing.

3. General (purchasing)conditions of The Customer are expressly rejected.

4. Third parties involved by Dutchgrand in the execution of the agreement may also rely on these general terms and conditions.

5. If one or more (part(s) of the) provisions of these general conditions are null and void or annulled, then the other provisions of these general terms and conditions shall remain applicable. Parties will then consult to replace the void or voided provisions to agree new rules, which as much as possible the purpose and intent of the void or voided provisions will be reflected.

3. Offer and agreement

1. Every offer, whether in the form of an offer or otherwise, shall be entirely and unconditionally non-binding and revocable and shall be valid for a period of 30 days, unless otherwise indicated in writing by Dutchgrand.

2. Each offer shall only apply insofar as the stock of Dutchgrand is available.

3. The prices as stated in quotation are, unless otherwise stated, in Euros and exclusive of VAT, shipping costs and subject to levies, surcharges and other factors.

4. All statements by Dutchgrand of numbers, dimensions, weights and colour of the goods in the designs, drawings, illustrations, photographs or models shown or provided shall be indications only. A minor deviation from these in the item delivered shall not result in a shortcoming in the fulfilment of the agreement on the part of Dutchgrand.

5. An offer does not automatically apply to subsequent orders.

6. Obvious clerical errors and mistakes in the offer shall not be binding on Dutchgrand.

7. The agreement comes into effect after both parties have signed a written offer, after Dutchgrand has confirmed a written acceptance or after Dutchgrand, or a third party on its behalf, has commenced performance.

8. The agreement is expressly entered into under the suspensive condition of sufficient availability of the ordered products.

4. Execution and delivery

1. The Customer shall give Dutchgrand the opportunity to execute the agreement. The Customer undertakes to provide the necessary cooperation for the performance of the agreement by Dutchgrand.
2. Dutchgrand shall endeavour to fulfil the agreement within the indicated/estimated term. This term is not fatal, as a result of which The Customer must always first give Dutchgrand notice of default, whereby a long and reasonable term for fulfilment must be given before any remedy can be taken. The expiry of this period does not entitle The Customer to dissolve the agreement and shall not be entitled to compensation. The parties shall endeavour to perform the agreement within a reasonable period after the expiry of this period.
3. If Dutchgrand takes care of delivery/delivery, The Customer shall provide a delivery address where Dutchgrand can deliver/deliver the goods to be delivered on the indicated date. If The Customer is not present on the indicated date when goods are delivered, the costs of offering the goods at a later time shall be for the account of The Customer. The Customer shall then receive a message that the order can be collected at a location indicated by Dutchgrand after payment of the additional costs, which shall also include the logistic (planning) costs at the storage location due to unexpected extra storage.
4. If delivery takes place at Dutchgrand's place and The Customer therefore collects the goods there, The Customer must comply with the agreed delivery date. If The Customer does not collect the goods on the agreed date, Dutchgrand has the option to recover the reasonable costs of storing the goods from The Customer.
5. Dutchgrand is free to have the order and/or delivery carried out by third parties. Section 7:404 of the Dutch Civil Code is expressly excluded in the agreement.
6. Delivery of goods shall only take place after the agreement has been concluded. The risk of loss or depreciation of the goods to be delivered shall pass to The Customer from the moment they are or were to be made available to him, but this moment has been delayed under The Customer's responsibility. This regardless of whether the transfer of ownership has already taken place.
7. Dutchgrand is entitled to execute the agreement in different stages and to invoice the part thus executed separately. If the agreement is executed in stages, Dutchgrand may suspend the execution of those parts which belong to a subsequent phase until The Customer has approved the results of the preceding phase in writing. Approval means that Dutchgrand can no longer be held liable for defects which could reasonably have been known at the time of approval.
8. Without being in default, Dutchgrand may refuse a request to amend the agreement if this could have qualitative and/or quantitative consequences, for example for the goods to be delivered in that framework.

5. Undertakings of The Customer

1. The Customer shall give Dutchgrand the opportunity to execute the agreement. The Customer undertakes to provide the necessary cooperation for Dutchgrand's execution of the agreement. This shall include:
 - a) Be present at the delivery address provided by The Customer on the agreed delivery date;
 - b) Ensure that Dutchgrand can obtain the approvals (such as consents, etc.) and the information to be provided for the assignment in a timely manner;
 - c) Ensuring that work and/or deliveries to be carried out third parties, which are not part of Dutchgrand's orders, are carried out in such a way and in such a timely manner that the execution of the order is not delayed as a result.
2. If the obligations in paragraph 1 are not fulfilled (on time), The Customer shall inform Dutchgrand thereof in due time. Dutchgrand shall be entitled to charge any additional costs involved, such as storage, travel, or wage costs, to The Customer as a result.

3. If the obligations in paragraph 1 are not fulfilled (on time), Dutchgrand shall not be obliged to compensate The Customer for any damage resulting from a delay in delivery or completion.
4. The Customer shall ensure that all information, which Dutchgrand indicates is necessary or which The Customer should reasonably understand is necessary for the execution of the agreement, is provided to Dutchgrand in due time. The aforementioned provision shall be at The Customer's risk. If the required information is not provided to Dutchgrand in time, Dutchgrand will be entitled to suspend the execution of the agreement and/or charge the additional costs resulting from the delay to The Customer in accordance with the usual rates.
5. Prior to execution, The Customer shall provide Dutchgrand with the agreed and required items and information, such as addresses and contact details. Dutchgrand will assess these to the best of its knowledge. However, Dutchgrand shall not be liable for any damage caused by the fact that work was nevertheless carried out on the basis of incorrectly provided matters and information by The Customer.
6. The Customer expressly bears the risk for damages caused by:
 - a) Inaccuracies in the constructions and practices required by The Customer;
 - b) Defects to/by the movable or immovable property on which or in which the assignment is performed;
 - c) Defects in materials or resources provided by The Customer.
7. The Customer warrants that digitally supplied material is safe and does not contain any viruses or other harmful content, which may in any way damage Dutchgrand's computer systems, computer programs and/or third parties.
8. Sections 7:408 and 7:764 of the Dutch Civil Code are excluded from the agreement. The Customer has no option to terminate the agreement prematurely.

6. Retention of title

1. Ownership of the goods to be delivered, contrary to the actual grant of power, will only pass to The Customer after The Customer has paid in full all that which The Customer owes or will owe to Dutchgrand under the agreement. This shall therefore not only include the purchase price, but also, among other things, any additional costs or extrajudicial collection costs.
2. Pursuant to this retention of title, The Customer is therefore not entitled to alienate or encumber the goods with, for example, a lien.
3. In connection with the effectiveness of the retention of title, The Customer undertakes to inform Dutchgrand promptly and adequately in the event of impending bankruptcy, suspension of payments, debt restructuring or if third parties threaten to seize any of the goods delivered subject to retention of title. The Customer shall also be obliged to adequately insure the goods delivered under retention of title against damage and theft.
4. If The Customer is in default in the fulfilment of any obligation under the agreement, The Customer obliged, at Dutchgrand's request, to grant all necessary cooperation to enable Dutchgrand to have unencumbered access to the delivered goods again. This shall include any obligation to return the goods at Dutchgrand's request at The Customer's expense.

7. Warranty and liability

1. The Customer accepts that all goods are sold with all known, unknown, visible and invisible factual and legal defects, charges and limitations.
No warranties shall be given, other than to the extent warranted by Dutchgrand's supplier or otherwise expressly agreed.
2. The Customer shall be obliged to check each delivery and performance, for conformity with regard to quantity and quality as soon as possible, but within 48 hours. If the

performance is not satisfactory and there is therefore a complaint, The Customer shall inform Dutchgrand thereof within 8 days after delivery.

3. Following the provision of information as referred to in the previous paragraph, Dutchgrand shall remedy or replace the complaint free of charge in all reasonableness. If neither of the two remedies described above is successful in effectively remedying the complaint, The Customer is entitled to (partially) rescind the contract in respect of that defect, with The Customer bearing the costs of returning the delivered goods. The foregoing applies without The Customer being entitled to any damages.

4. If the complaint was caused by an error which can be attributed to The Customer, or if The Customer informed Dutchgrand of the complaint too late, The Customer's right to repair, replacement or dissolution as described in this article shall lapse. The burden of proof that the fault is not attributable to The Customer lies with The Customer.

5. The existence of a complaint does not suspend The Customer's payment obligation.

6. The Customer is never entitled to any remedy if the item has been used incorrectly or carelessly. The Customer is obliged to use the goods in accordance with the appropriate documents, such as an instruction manual and/or instructions on the packaging of the goods from Dutchgrand. The Customer undertakes to have the goods used only by persons properly instructed on their use. If the aforementioned is not observed or extras and/or changes, in whatever form, are made by The Customer, any warranty will lapse.

7. Dutchgrand shall only be liable to The Customer for direct damages of The Customer and only in the event of intent or gross negligence.

8. Should Dutchgrand be liable towards The Customer, such liability shall at all times be limited to the amount paid out under the professional/company liability insurance or other liability insurance taken out by Dutchgrand, but at most (in the event that there is no insurance to which a claim can be made) to the amount of the invoice amount from which the damage arose plus 15%.

9. Dutch Grand's liability does not extend, except in cases of intent or deliberate recklessness, to consequential damage, indirect damage, immaterial damage, damage caused by delay, property damage, reduced goodwill, lost turnover and/or profit, etc.

10. The Customer shall indemnify Dutchgrand against all third-party claims arising in connection with the agreement as a result of Dutchgrand having acted, including omitted to act, on the basis of information, data and documents provided by The Customer which are inaccurate, incomplete or late, or which deviate from these general terms and conditions.

11. In all cases, the period within which Dutchgrand can be sued for compensation for damage, shall be limited to 12 months the event causing the damage.

8. Prices and payment

1. The offer is made by mutual agreement. By concluding the agreement, the parties consider the prices to be reasonable and fair.

2. Unless otherwise agreed, The Customer must pay the sum of money due in full prior to delivery by Dutchgrand. Invoices must in any event be paid within 14 days of receipt of the invoice by giro transfer. Dutchgrand is entitled to send the invoice immediately after the agreement has been concluded.

3. If the agreed term of payment is exceeded, Dutchgrand will immediately be entitled to charge The Customer default interest of 1% of the principal sum per month as well as an amount for extrajudicial collection costs. The latter costs amount to 15% of the principal sum due with a minimum amount of EUR. 100,- excluding VAT.

4. Without the express written consent of Dutchgrand, The Customer is not permitted to apply setoff and/or suspension and/or deduction in respect of its payment obligations.

9. Termination of the agreement

1. Dutchgrand is entitled to dissolve the agreement with The Customer with immediate effect for the future by written notice without (further) prior notice of default if:

(a) The Customer ceases or otherwise liquidates all or part of its business operations and/or substantially alters or transfers its business activities to a third party without Dutchgrand's prior written consent;

b) The Customer is granted a suspension of payments (provisional or otherwise) or The Customer is declared bankrupt, The Customer files a request for application of a debt rescheduling scheme, or The Customer is placed under guardianship or administration;

c) Customer's assets are seized.

2. In the event of dissolution of the agreement, all payments owed by The Customer to Dutchgrand shall be immediately due and payable in full. If the work is not fully completed, The Customer shall owe a proportional part of the total sum of money.

3. In the event of dissolution of the agreement, The Customer shall, at Dutchgrand's request, provide all necessary cooperation so that Dutchgrand can again dispose of delivered goods without encumbrance.

10. Force Majeure

1. In addition to the provisions of the law and jurisprudence, force majeure shall be understood to mean all external causes, foreseen or unforeseen, which Dutchgrand cannot influence. This includes war, strikes, traffic disturbances, unforeseeable stagnation, disturbances in the supply of energy, transport difficulties, fire, loss or damage during transport, import and/or export restrictions, shortcomings in the fulfillment of third parties on which Dutchgrand is dependent in the execution of the agreement with The Customer, epidemics, pandemics and government measures.

2. During force majeure, Dutchgrand's obligations shall be suspended. If fulfilment due to force majeure is impossible for more than one month, or there are other circumstances which make it disproportionately difficult for Dutchgrand to fulfil its obligations, Dutchgrand shall be entitled to dissolve the agreement in whole or in part by giving notice to The Customer and without judicial intervention, without there being any obligation to pay compensation in that case.

3. If Dutchgrand has already partially fulfilled its obligations when force majeure arises, it shall be entitled to invoice the part already delivered or performed separately, or, in the case of advance payments, to credit part of it.

4. In the event of an (interim) dissolution of the agreement, all payments owed by The Customer to Dutchgrand shall be immediately due and payable in full.

11. Intellectual property rights

1. Dutchgrand reserves the rights and powers to which it is entitled under the [Copyright act](#) and other intellectual property laws and regulations.

2. The trademarks, images, logos, and photographs used and displayed on Dutchgrand's website and goods are registered or unregistered trademarks of Dutchgrand or third parties and may not be used commercially without the prior consent of the holder of those trademarks.

12. Forum, choice of law and transfer of rights

1. Dutchgrand shall be entitled to transfer its rights and obligations under this agreement to third parties. The Customer shall only be authorised to transfer its rights and obligations to a third party with the written consent of Dutchgrand.

2. This - and any other - agreement(s) entered into between the parties is exclusively governed by Dutch law, with the express exception of the Vienna Sales Convention. Should an obligation arise between the parties in the future, other than as a result of an agreement, that obligation shall also be governed by Dutch law.

3. In the event of a dispute arising from the agreement between the parties, the court of the district in which Dutchgrand's registered office of principal place of business falls shall have exclusive absolute jurisdiction. In the event that a dispute arises between the parties in respect of non-contractual obligations, the court in the district to which Dutchgrand's place of business belongs shall also have exclusive absolute jurisdiction.

13. Right of withdrawal

This article applies only to The Customer:

1) who is a natural person; and

2) acts outside the exercise of his profession or business; and

3) the agreement has not been concluded in the physical shop, but at a distance, e.g. via the webshop; and

4) to which Directive 2011/83/EU applies.

1. In principle, The Customer has the right to withdraw from the agreement within a period of 14 days without giving reasons. However, The Customer shall have no right of withdrawal if the delivery of goods manufactured according to The Customer's specifications, which are not prefabricated and which are manufactured on the basis of an individual choice or decision of The Customer, or which are clearly intended for a specific person.

2. The withdrawal period shall expire 14 days from the day on which The Customer or a third party designated by The Customer, who is not the carrier, takes physical possession of the good or, for contracts where The Customer has ordered several goods to be delivered separately in the same order, the day on which The Customer or a third party designated by The Customer, who is not the carrier, takes physical possession of the last good.

3. To exercise the right of withdrawal, The Customer must inform Dutchgrand, via an unambiguous statement (e.g. in writing by post, fax or e-mail), of the decision to withdraw from the agreement. For this purpose, The Customer may use the attached model withdrawal form as shown in paragraph 6 of this article or download it via this link, but is not obliged to do so.

4. To comply with the withdrawal period, it is sufficient to send the communication concerning the exercise of the right of withdrawal before the withdrawal period has expired.

5. If The Customer revokes the agreement, The Customer will receive all payments made up to that point, including delivery costs (excluding any additional costs resulting from The Customer's choice of a delivery method other than the standard delivery offered by Dutchgrand, which is the cheapest) promptly and in any case no later than 14 days after Dutchgrand has been informed of the decision to revoke the agreement. Dutchgrand will refund The Customer using the same payment method that The Customer used for the original transaction, unless The Customer has expressly agreed otherwise; In any case, The Customer will not be charged any fees for such a refund. Dutchgrand is entitled to postpone the refund until it has received the goods back, or until The Customer has demonstrated that The Customer has returned the goods, whichever occurs first. The Customer must return or hand over the goods to Dutchgrand without delay, but in any case no later than 14 days after the day on which The Customer communicated the decision to revoke the agreement to Dutchgrand. The Customer is on time if The Customer returns the goods before the 14-day period has expired. The direct costs of returning the goods are the responsibility of The Customer. The Customer is only liable for the depreciation of the goods that results from the use of the goods, which goes beyond what is necessary to establish the nature, characteristics,

and functioning of the goods. The goods must always be returned in their original condition and packaging, unused and undamaged, just as The Customer received the item from Dutchgrand.

6. Model form for withdrawal; To facilitate the cancellation for The Customer, Dutchgrand provides the form mentioned below to The Customer. The Customer can use this form to revoke the agreement.

To Dutchgrand B.V.
Russchemorsweg 23-04
7161 RT
Neede
The Netherlands

info@dutchgrand.com
www.dutchgrand.com

I/We (*) hereby inform you that I/we (*) revoke our agreement regarding the sale of the following goods/service (*).

- Order placed on (*)/Received on (*)
- Name/Names consumer(s) (*)
- Address consumer(s)

- Signature of consumer(s)(only when this form is submitted on paper)
- Date(*)

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