

## General sales-agreements

### Article 1 - Applicability

- 1 All General Terms and Conditions (hereinafter: Conditions) apply to all offers, orders and agreements of Waterproof Products International BV to the exclusion of any other general terms and conditions.
- 2 Accepting an offer or placing an order means that you accept the applicability of these Terms and Conditions.
- 3 The provisions of these Terms and Conditions can only be deviated from after written notice or written approval by Waterproof Products International BV, in which case the other provisions will remain in full force.
- 4 All rights and claims, as in these Conditions, and in any further agreements for the benefit of Waterproof Products International BV are stipulated, are also stipulated, are also stipulated for the benefit of intermediaries and other third parties engaged by Waterproof Products International BV.
- 5 These conditions respect the rights of the consumer arising from the law (or the sales agreement).

### Article 2 - Offers / agreements

- 1 All offers made by Waterproof Products International BV are without obligation and Waterproof Products International BV expressly reserves the right to change the prices, in particular when this is necessary on the basis of (legal) regulations.
- 2 An agreement is only concluded after acceptance of your order by Waterproof Products International BV. Waterproof Products International BV is entitled to refuse orders or to attach certain conditions to the delivery, unless expressly provided otherwise. If an order is not accepted, Waterproof Products International BV will notify this within five (5) days after receipt of the order.
- 3 All offers contain such information that it is clear to the customer what rights and obligations are attached to the acceptance of the offer. This concerns in particular:
  - the price including taxes
  - the possible costs of delivery
  - the manner in which the agreement will be concluded and which actions are required for this
  - whether or not the cooling period is applicable
  - the method of payment, delivery or execution of the agreement
  - the deadline for accepting the offer, or the period for adhering to the price
  - if the agreement is filed after the conclusion, how this can be consulted for the customer
  - the manner in which the customer can get informed of the actions he does not wish to take before concluding the agreement, as well as the way in which he can rectify them before the agreement is concluded
  - the codes of conduct to which the trader is subject and the way in which the customer can consult these codes of conduct electronically.

### Article 3 - Prices and payments

- 1 The prices stated for the products and services offered are in euros, excluding VAT and disposal fee (where applicable) and excluding handling and shipping costs, any taxes or other levies, unless otherwise stated or agreed in writing.
- 2 Waterproof Products International BV offers various payment options. Prepayment: You can

pay in advance. Your order will then be delivered after your payment has been received by Waterproof Products International BV. You can transfer the total amount to bank account 14.37.31.416 in advance.

Pick up: You can pay cash at our pick up address in Aalsmeer. PIN: You can pin at the pick-up address in Aalsmeer. If the prices for the offered products and services decrease during the period between the order and the execution thereof, the buyer will be notified and the amount will be deducted.

#### Article 4 - Delivery

1 The delivery times specified by Waterproof Products International BV are only indicative. Exceeding any delivery term does not give you any right to compensation or the right to cancel your order or to dissolve the agreement, unless the exceeding of the delivery term is such that you can not reasonably be required to maintain the agreement. In that case you are entitled to cancel the order or to dissolve the agreement insofar as this is necessary.

2 Cancellation of orders is only possible after written confirmation from Waterproof Products International BV. In the event of cancellation of the order by the customer, the shipping costs will be charged to the customer if the package has already been sent to the customer and is not collected by him / her. If the package has not yet been sent, the cancellation of the order is free of charge, unless article 2.3 is applicable.

3 If the amount of the order has already been paid, it will be returned to the client's contra account within five working days in application of article 4.2.

4 The delivery of the products takes place at the place and time at which the products are ready for shipment to you.

#### Article 5 - Reservation of ownership

1 The ownership of the delivered products is only transferred if you have paid all that you owe to Waterproof Products International BV on the basis of any agreement. The risk of loss, theft or damage to goods or products that are the subject of the agreement will pass to the customer at the time of delivery.

#### Article 6 - Complaints and liability

1 You have the obligation to examine at delivery whether the products meet the agreement. If this is not the case, you should inform Waterproof Products International BV as soon as possible and in any case within two (2) days after the delivery, at least after observation was reasonably possible, in writing and motivated.

2 On the products delivered by Waterproof Products International BV, the full manufacturer's warranty is in accordance with the conditions as stated by the manufacturer. Warranty handling of all delivered products should only take place via Waterproof Products International BV.

3 If a product shows a defect, the manufacturer / importer will determine whether the product will be repaired or replaced.

4 If it is plausible that the defect is due to you or is otherwise at your expense and risk, the product will be returned in the same condition or repaired / replaced at your expense.

5 The complaints submitted to Waterproof Products International BV will be answered within a period of five to ten days from the date of receipt. If a complaint requires a foreseeable longer processing time, Waterproof Products International BV will respond within the period of five to ten days with a notice of receipt and an indication when the consumer can expect a more detailed answer.

6 The entrepreneur guarantees that the products and / or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of soundness and / or usability and the legal provisions existing on the date of the conclusion of the agreement. / or government regulations.

#### Article 7 - Orders / communication

1 For misunderstanding, mutilation, delays or inadequate delivery of order data and announcements as a result of the use of the Internet or any other means of communication in traffic between you and Waterproof Products International BV, or between Waterproof Products International BV and third parties, in so far as having regard to the relationship between you and Waterproof Products International BV, Waterproof Products International BV is not liable, unless and insofar as there is intent or gross negligence by Waterproof Products International BV.

#### Article 8 - Personal data

1 Waterproof Products International BV respects the privacy of all users of its site and adheres to the Personal Registration Act. The personal information you provide us will always be treated with the utmost confidentiality.

2 The personal information is all data entered in the order form.

3 Waterproof Products International BV will use your personal information to fulfill the agreement. The data are not made available to third parties with the exception of the following cases. When a legal requirement requires that; When necessary for conducting legal proceedings; When this is necessary for the performance of auditing; When written permission is given by you as a customer.

4 You can view your personal data at any time by sending a written request (via fax, letter or email) to Waterproof Products International BV. An overview of the personal data present will be provided within 4 weeks. If you want improvement, supplementation or removal, you must report this in writing. In that case, Waterproof Products International BV will immediately follow your instructions or delete your information from its file.

#### Article 9 - Force majeure

1 Without prejudice to the other rights it is entitled to, Waterproof Products International BV has the right, in case of force majeure, to suspend the execution of your order, or to dissolve the agreement without judicial intervention, this in writing by you to be shared, and this without the obligation that Waterproof Products International BV is obliged to pay any compensation, unless this would be unacceptable in the circumstances to the standards of reasonableness and fairness.

2 Force majeure means any shortcoming which can not be attributed to Waterproof Products International BV and the intermediaries and third parties engaged by it, because it is not due to its fault and neither under the law, legal act or generally accepted for its traffic. bill.

#### Article 10 - Miscellaneous

1 If you provide Waterproof Products International BV with an address in writing, Waterproof Products International BV is entitled to send all orders to that address, unless you notify Waterproof Products International BV in writing of another address to which your orders must be sent .

2 If Waterproof Products International BV permits deviations from these Conditions for a short or

longer period of time, tacitly or not, this does not affect its right to demand immediate and strict compliance with these Conditions. You can never assert any right on the grounds that Waterproof Products International BV applies these Conditions smoothly.

3 If one or more of the provisions of these Terms and Conditions or any other agreement with Waterproof Products International BV should be in conflict with any applicable legal provision, the relevant provision will lapse and will be replaced by a confirmation by Waterproof Products International BV propose new legally permissible comparable provision.

4 Waterproof Products International BV is authorised to use third parties for the execution of your order (s).

#### Article 11 - Applicable law and competent court

1 Only Dutch law applies to all rights, obligations, offers, orders and agreements to which these Terms and Conditions apply, as well as to these Terms and Conditions.

2 All disputes between the parties will only be submitted to the competent court in the Netherlands.

#### Article 12 - Cooling off period

1 When purchasing products, the consumer has the option to terminate the contract without giving any reason for at least 7 days. This period starts on the day after receipt of the product by or on behalf of the consumer.

2 During this period, the consumer will handle the product and packaging carefully. He will only unpack or use the product to the extent that is necessary to assess whether he wishes to keep the product. If he makes use of his right of withdrawal, he will return the product with all accessories and if reasonably possible - in the original condition and packaging to Waterproof Products International BV, in accordance with the reasonable and clear instructions provided by Waterproof Products International BV.

#### Article 13 - Return right

1 The customer has the right to return articles delivered by Waterproof Products International BV within 7 working days after receipt in original and undamaged packaging, with a copy of the relevant invoice and a statement of the reason for the return shipment.

2 If the items are returned unused, timely and correct, Waterproof Products International BV will pay the price paid, with the exception of the shipping costs of the shipment, as soon as possible, but no later than 30 days after the return of the items.

3 If the articles delivered by Waterproof Products International BV have not been returned within the "7 days" of article 12.1, the items shall be deemed accepted.