

Terms and Conditions Hamwells Nederland B.V.

1. Definitions

- 1.1.** In these terms and conditions, the following terms are used with the following meaning, unless expressly specified otherwise or if the context shows otherwise:
- a.** Hamwells: the user of these terms and conditions: Hamwells Nederland B.V. located at Pelgrimsstraat 3 in Rotterdam, the Netherlands, registered with the Dutch Chamber of Commerce under Chamber of Commerce number 71885765;
 - b.** customer: the legal entity or the natural person who has concluded an agreement with Hamwells;
 - c.** agreement: the agreement between Hamwells and the customer;
 - d.** product: the product that Hamwells delivers in the context of the agreement.

2. General

- 2.1.** These terms and conditions apply to all agreements between Hamwells and the customer.
- 2.2.** All previous terms and conditions come to lapse with the filing of these conditions.
- 2.3.** Any deviations from these terms and conditions are only valid if these are expressly agreed upon in writing or by email.
- 2.4.** The applicability of any purchase or other conditions of the customer is expressly ruled out.
- 2.5.** If these terms and conditions have once applied to a legal relationship between Hamwells and the customer, the customer is considered to have agreed in advance with the applicability of these terms and conditions to agreements concluded and to be concluded subsequently.
- 2.6.** If one or more of the provisions in these terms and conditions is void or voidable, then the remaining provisions of terms and conditions remain fully applicable. In that case, Hamwells has the right to replace it by a provision which is not unreasonably onerous for the customer which comes as close as possible to the void provision.
- 2.7.** If Hamwells does not always require strict compliance to these terms and conditions, then this does not mean that its provisions do not apply, or that Hamwells would lose the right to any degree to require the strict compliance to the provisions of these conditions in any other case.
- 2.8.** Hamwells has the right to amend these terms and conditions. The customer is notified in writing or by email of the amended terms and conditions and of the date that these enter into effect. The amended terms and conditions apply to all orders that the customer places after the amended terms and conditions have entered into effect.

3. Offer and prices

- 3.1. Each offer of Hamwells is free of obligation.
- 3.2. Each quotation is based on information, data, documents etc. provided by the customer. The customer guarantees the correctness and completeness of the requirements and specifications indicated by or on behalf of customer to Hamwells and other data which Hamwells bases its quotation on.
- 3.3. Hamwells is not obligated to the offer if there is a case of obvious errors in the publications or messages or on the website.
- 3.4. The product range of Hamwells may be changed at all times.
- 3.5. Specified prices do not automatically apply for future orders.
- 3.6. Specified prices are in euros and excluding VAT, any transport costs, import duties and installation costs.
- 3.7. If the customer is a consumer, then the price is disclosed to the customer including VAT.
- 3.8. Hamwells has the right to adjust the prices from time to time.

4. Formation of the agreement

- 4.1. The agreement is formed at the time the customer has placed an order with Hamwells by email, purchase order or using an order form, or at the time that the customer has expressly agreed with the offer of Hamwells in any other way. After the agreement has been formed, Hamwells sends the customer a confirmation of the order by email.

5. Cancellation

- 5.1. The products are produced after placing the order. Hamwells therefore does not keep stocks. It is therefore only possible to cancel an order in consultation with and with permission of Hamwells. If Hamwells has already incurred costs in the context of the order, then Hamwells charges these costs to the customer in the event of a cancellation.

6. Execution of the agreement

- 6.1. Hamwells will carry out the agreement to the best of its knowledge and ability and in accordance with high standards,
- 6.2. Hamwells has the right to have third parties carry out the agreement (in part).

7. Obligations of the customer

- 7.1. The customer ensures that all information, of which Hamwells indicates that it is necessary or of which the customer should reasonably understand that it is necessary for the execution of the agreement, is provided to Hamwells in a timely manner.
- 7.2. The customer guarantees the correctness, completeness and the reliability of the information provided by the customer, also if this originates from third parties.
- 7.3. If the information supplied by the customer is incomplete and/or incorrect, then this is entirely at the risk and expense of the customer.
- 7.4. The customer is required to refrain from conduct which makes it impossible for Hamwells to execute the agreement properly.
- 7.5. The customer is obligated to only use the product in accordance with the manual, installation instructions and the technical specifications.
- 7.6. The customer is obligated to immediately inform Hamwells about facts and circumstances which may be of importance in relation to the execution of the agreement.

- 7.7. The customer indemnifies Hamwells for any claims of third parties, who suffer damage or loss in relation to the execution of the agreement and which is attributable to the customer.
- 7.8. Only the customer is responsible for observing all legal and otherwise applicable regulations which apply in the country where the customer is located in relation to the possession, transport, storage, reselling and use, in any way whatsoever, of the product.

8. Delivery time

- 8.1. The delivery time can never be considered as a strict deadline. Exceeding the delivery time does not give the customer the right to cancel the order, to damages or any other form of compensation. If Hamwells knows or suspects to not be able to deliver in a timely manner, then Hamwells will inform the customer of this as soon as possible.
- 8.2. The delivery time commences at the time that Hamwells has received the first payment from the customer.
- 8.3. In the event that a delivery time agreed upon with the customer is exceeded as a result of an event, outside of the control of Hamwells and which cannot be attributed to its actions and/or omissions, as set out i.a. in article 13, then this period is automatically renewed with the period that is exceeded as a result of such an event.

9. Delivery

- 9.1. Delivery takes place ex works, unless agreed upon otherwise in writing.
- 9.2. If the order is ready and can be picked up, Hamwells will notify the customer of this by email.
- 9.3. The risk of the products passes to the customer at the time that the products leave the warehouse of Hamwells. The customer is responsible for the transport of the products, unless the customer is a private consumer.
- 9.4. The customer is obligated to take possession of the products. If the customer refuses the take-up, then Hamwells is entitled to store the products at the risk and expense of the customer. If the customer does not take possession of the products which Hamwells has in its possession, despite the fact that these are made available, regardless of whether payment of what is owed already took place (in part), Hamwells has the right to sell this for and on behalf of the customer after written notice of default. The customer still owes the invoice amount, plus the interest, costs and any damages, however, whenever relevant, less the net proceeds from the sale to that third party.

10. Payment

- 10.1. Payment needs to take place as follows: 100% prior to the delivery. Unless agreed upon otherwise in writing and signed by both parties.
- 10.2. Payment needs to take place without discount or settlement.
- 10.3. Hamwells has the right to suspend the delivery up to the moment that the full price of the order is paid. Hamwells cannot be held liable for any damage or loss which the customer suffers because of such a suspension.
- 10.4. If the customer does not pay in a timely manner, then the customer is in default and the statutory (commercial) interest is charged to the customer starting from the time of exceeding up to payment of the full owed amount. All judicial and extrajudicial collection costs which Hamwells incurs to collect the receivable from the customer is at the expense of the customer. The extrajudicial collection costs are set at 15% of the principal sum with a minimum of € 100. If the customer is a consumer, then the extrajudicial collection costs are determined in accordance with the Collection Costs Act.
- 10.5. In the event of winding-up, bankruptcy, attachment or suspension of payment of the customer, the receivables of Hamwells from the customer are immediately due and payable.
- 10.6. Each payment by the customer first serves to settle the owed interest and then to pay the costs related to the collection. Only after payment of these amounts does any payment by the customer serve to pay the outstanding principal sum.
- 10.7. Complaints do not suspend the payment obligation of the customer.

11. Complaints

- 11.1. The customer is obligated to immediately check the delivered product upon delivery. In particular, the customer needs to check:
 - a. Whether the right products are delivered;
 - b. Whether the right amount is delivered;
 - c. Whether the products contain visible defects.
- 11.2. If the delivered products do not correspond with the order or if the products contain visible defects, then the customer needs to inform Hamwells of this by email within 10 days after the delivery. A complaint period of 2 months applies for the customer who is a consumer.
- 11.3. The customer is obligated to give Hamwells the opportunity to check a complaint.
- 11.4. Transport damage is at the risk of the customer, unless the customer is a consumer.

12. Liability and prescription

- 12.1. Hamwells cannot be obligated to reimburse any damage or loss, which is a direct or indirect consequence result of:
 - a. An event, which is in fact outside of the control of Hamwells and can therefore not be attributed to its actions and/or omissions, as set out i.a. in article 13 of these terms and conditions;
 - b. Any act or omission of the customer, the subordinates of the customer, or of other persons, who have been assigned to work because of or due to the customer.
- 12.2. The customer is under all circumstances responsible for the correctness and completeness of the information supplied by the customer. Hamwells is never liable for any damage or loss which is (partially) caused because the information supplied by the customer is

incorrect and/or not complete. The customer indemnifies Hamwells against all claims in the matter.

- 12.3.** If the customer or a third party makes changes to the product, Hamwells rules out any liability pertaining to the functioning and any (consequential) damage.
- 12.4.** Hamwells is not liable for any damage whatsoever due to incorrect or incompetent use of the products and by use of the products in violation with the provided instructions.
- 12.5.** Hamwells is never liable for indirect damage or loss or consequential damage, which includes lost profit, lost sales, reputational damage, missed savings, loss due to delay, transport costs, labor costs, direct trading loss, business interruption loss and imposed fines.
- 12.6.** If Hamwells should be liable for any damage or loss, then the liability of Hamwells is limited to the amount of the benefit paid out by the insurer of Hamwells. If the insurer does not proceed to payment in a particular case or if the damage or loss is not covered by the insurance, then the liability of Hamwells is limited, to the extent that this is not in violation with any mandatory provision of law, to the amount which the customer has paid for the product which the liability relates to.
- 12.7.** Rights to claim and other competences of the customer pursuant to any reason whatsoever towards Hamwells lapses under any circumstance after the lapse of 1 year starting from the time that a fact takes place that the customer may employ these rights and/or competences towards Hamwells. A time limit of 2 years applies for the consumer.
- 12.8.** If the customer does not comply to the contractual obligations or obligations following from the law, or does not do so in a timely or adequate manner, or acts wrongfully towards Hamwells, then the customer is required to reimburse all damage or loss which Hamwells suffers or has suffered because of it.

13. Force majeure

- 13.1.** Hamwells is not obligated to perform one or more obligations under the agreement if prevented to do so as a result of force majeure. Force majeure is meant to be understood, among other things, as: war and danger of war; terrorism; import and export bans; measures taken by public bodies; strikes or work stoppages; epidemics; traffic holdups; weather influences; natural disasters; transportation difficulties; fire; theft; power failure; internet failure; interference in email traffic; changes to laws and legislation; computer intrusion by a third party.
- 13.2.** Force majeure is also meant to be understood as a non-attributable failure of a supplier of Hamwells or a third party engaged by Hamwells.
- 13.3.** Hamwells also has the right to invoke force majeure, if the circumstance which prevents (further) performance enters into effect after Hamwells should have complied with the obligation.

14. Suspension and dissolution

- 14.1.** Hamwells is entitled to suspend the execution of the agreement with immediate effect if Hamwells learns of circumstances after concluding the agreement which provide good reason to fear that the customer will not comply with the obligations.
- 14.2.** Hamwells is entitled to dissolve the agreement, if the customer does not or does not fully comply with the obligations from the agreement and the customer did not comply to a sent notice of default in which the customer was offered a reasonable period to still comply with

the obligations. If performance is and will remain impossible, then a notice of default can be omitted.

- 14.3.** Furthermore, Hamwells is entitled to dissolve the agreement if circumstances occur which are of such a nature that performance of the agreement is impossible or can no longer be required according to the standards of reasonableness and fairness or if other circumstances occur which are of such a nature that unchanged maintenance of the agreement cannot reasonably be expected.
- 14.4.** Hamwells is entitled to dissolve the agreement, if the customer requests suspension of payment or if this is granted to the customer, in the event that the customer is declared bankrupt or a request to this end is submitted, in the event that the customer is no longer capable of paying debts, proceeds to termination or winding-up of the business, is placed under guardianship or in the event that an administrator is appointed.
- 14.5.** If Hamwells proceeds to suspension or dissolution, then Hamwells is in no way obligated to reimburse damage, loss and costs arisen because of it in any way.
- 14.6.** If the agreement is dissolved (in part), then the receivables of Hamwells from the customer are immediately due and payable. If Hamwells suspends the execution of the agreement, Hamwells retains the claims under the law and agreement.
- 14.7.** Hamwells always reserves the right to claim damages.

15. Right of withdrawal

- 15.1.** This article 15 only applies for direct sales and delivery to private consumers.
- 15.2.** For the purchase of products, consumer has the possibility to dissolve the agreement without giving reasons during 14 days. This cooling-off period commences on the day after receiving the product by the consumer.
- 15.3.** During the cooling-off period, the consumer will handle the product and the packaging carefully. The consumer will only unpack the product or use it to the extent necessary to assess whether to keep the product or not. If the consumer wishes to make use of the right of withdrawal, the consumer will return the product to the company with all delivered appurtenances and - if reasonably possible - in the original condition and packaging, in accordance with the reasonable and clear instructions provided by Hamwells.

- 15.4.** If the consumer wishes to make use of the right of withdrawal, then the consumer is obligated to disclose this to Hamwells within 14 days after receiving the product. The consumer needs to disclose this by email or mail. After the consumer has disclosed to want to make use of the right of withdrawal, the product needs to be sent back within 14 days. The consumer needs to prove that the delivered items are sent back in a timely manner, for example by means of proof of dispatch.
- 15.5.** If the customer has not disclosed to want to make use of the right of withdrawal or has not sent back the product to Hamwells, after the end of the periods referred to in paragraph 3 and 4, then the purchase is a fact.

16. Costs in the event of revocation

- 16.1.** If the consumer wants to make use of the right of withdrawal, then no more than the costs of return are at the expense of the consumer.
- 16.2.** If the consumer has paid an amount, the company will pay this amount back as soon as possible, but certainly within 14 days after withdrawal. However, the condition for this needs to be that the product has already been returned. Refund will take place using the same payment method which was used by the consumer, unless the consumer gives express permission for a different payment method.
- 16.3.** In the event of damage of the product due to improper handling by the consumer, the consumer is liable for any decrease in value of the product.
- 16.4.** The consumer cannot be held liable for decrease in value of the product if not all legally obligated information about the right of withdrawal is provided by Hamwells, this needs to be done before concluding the purchase agreement.

17. Conformity and Warranty

- 17.1.** Hamwells guarantees that the products and/or services comply with the agreement, the specifications referred to in the offer, to the reasonable requirements of soundness and/or usability and the legal provisions and/or government regulations existing on the date of the formation of the agreement. If agreed upon in writing, Hamwells also guarantees that the product is suitable for use other than normal use.
- 17.2.** A warranty provided by Hamwells does not affect the legal rights and claims which a private consumer may enforce towards Hamwells pursuant to the agreement.
- 17.3.** Any defects or incorrectly delivered products need to be reported in writing to Hamwells within 4 weeks after delivery. Return of the products needs to take place in the original packaging and in new condition.
- 17.4.** The warranty period of Hamwells corresponds with the manufacturer's warranty term. However, Hamwells is never responsible for the final suitability of the products for each individual application by the consumer, nor for any advice pertaining to the use or the application of the products.

17.5. The warranty does not apply if:

- A. Repairs or modifications have been made by third parties.
- B. The delivered products were exposed to abnormal circumstances or otherwise handled carelessly.
- C. The unsoundness is in whole or in part the consequence of regulations imposed or to be imposed by the government pertaining to the nature or the quality of the applied materials.
- D. The products of Hamwells are installed and/or used incorrectly or at odds with the supplied instructions.

18. Confidentiality

- 18.1.** Both parties are obligated to maintain confidentiality of all confidential information which they have acquired in the context of their agreement from each other or from another source. Information is confidential if this is communicated by the other party or if this follows from the nature of the information. The party who receives confidential information will only use it for the purpose for which it is provided.
- 18.2.** If, pursuant to a legal provision or a court ruling, Hamwells is obligated to also provide confidential information to third parties appointed by the law or the competent court, and Hamwells cannot invoke a right to refuse to give evidence in the matter, either legal or recognized or permitted by the competent court, then Hamwells is not obligated to damages or compensation and the customer is not entitled to dissolution of the agreement pursuant to any damage or loss as a result of this.

19. Complaints procedure

- 19.1.** Hamwells has a complaints procedure and processes a complaint according to this complaints procedure.
- 19.2.** A complaint about a product of Hamwells is processed by Hamwells after receiving the filled in complaint form. Complaints need to be submitted within 7 days after the defect is observed.
- 19.3.** For complaints submitted with Hamwells, these are processed within a period of 14 days upon receipt.
- 19.4.** A complaint is solved by Hamwells - or possibly by third parties engaged by Hamwells - as best as possible and within a reasonable period.
- 19.5.** If the complaint cannot be solved in joint consultation, a dispute arises which is subject to the dispute regulation.
- 19.6.** For complaints, a private consumer first needs to address Hamwells. If a solution still cannot be achieved, the consumer has the possibility to have the complaint be processed by the independent disputes committee appointed by Stichting WebwinkelKeur, its ruling is binding and both Hamwells and consumer agree to this binding decision. Submitting a dispute for a decision to this disputes committee involves costs, which need to be paid by the consumer to the committee in question. In addition, it is possible to report complaints using the European ODR platform (<http://ec.europa.eu/odr>).
- 19.7.** A complaint does not suspend the obligations of the customer, unless Hamwells specifies otherwise in writing.
- 19.8.** If a complaint is found to be justified by Hamwells, Hamwells will replace or repair the delivered products, free of charge, at its discretion.

20. Intellectual property rights

- 20.1.** Each intellectual property right, including copyright, pertaining to the website, photos, images, drawings, texts, brands, trade names, corporate identity and logos and where it concerns information provided to the customer by Hamwells, resides with Hamwells.
- 20.2.** The customer needs to observe the intellectual property rights of Hamwells at all times.

21. Applicable law and competent court

- 21.1.** The Dutch law applies to the agreement. The applicability of the Vienna Convention on Contracts for the International Sale of Goods is ruled out.
- 21.2.** All disputes which may arise because of the agreement, these terms and conditions or the obligations that follow from it, in particular pertaining to validity, interpretation, execution, termination or dissolution, will be settled exclusively, expressly ruling out any other court, by the competent court in the district Rotterdam in the Netherlands where Hamwells is located. The consumer has the possibility to choose the competent court according to the law within 1 month after Hamwells has invoked this article in writing.