

General Terms and Conditions

3devo bv

Introduction

3devo “terms and conditions” document.

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ARTICLE 1 - DEFINITIONS

In these General Terms and Conditions the following terms shall have the meanings hereunder assigned to them:

- “the Supplier”: 3devo B.V., having its registered office and place of business at Atoomweg 478, 3542 AB Utrecht, The Netherlands;
- “the Purchaser”: any natural or legal person that concludes a Contract with the Supplier;
- “Party”: either the Supplier or the Purchaser;
- “Parties”: the Supplier and the Purchaser;
- “Contract”: the agreement in Writing between the parties concerning supply of the Product and all appendices, including agreed amendments and additions in Writing to the said documents;
- “the Product”: the object(s) to be supplied under the Contract, including Software and documentation;
- “Hardware”: materials and workmanship with which the Product has been built;
- “Software”: the software used to control and operate the Product;
- “Defects”: defects of the Product under normal use;
- “Warranty Period”: one (1) year from the date the Purchaser has received the Product;
- “in Writing”: communication by document(s) signed by both Parties or by letter, fax, electronic mail and by such other means as agreed by the Parties;
- “Gross Negligence”: an act or omission implying either a failure to pay due regard to serious consequences, which a conscientious contracting party would normally foresee as likely to ensue, or a deliberate disregard of the consequences of such an act or omission.

ARTICLE 2 - APPLICABILITY

1. These General Terms and Conditions apply, to the exclusion of any other general terms and conditions, to any offer, order and any Contract between the Supplier and the Purchaser, to which the Supplier declared these General Terms and Conditions applicable, to the extent that Parties have not expressly deviated from these General Terms and Conditions in Writing.
2. Any deviations from the provisions of these General Terms and Conditions shall apply only if expressly agreed upon in Writing.
3. In case one or more provisions of these General Terms and Conditions should be void or declared invalid, the remaining provisions shall remain in full force and effect. In that case the Supplier and the Purchaser shall mutually consult in order to agree new provisions to replace the invalid or voidable provisions, taking into account the intention and purport of the original provision(s) as much as possible.

4. Any rights and privileges of the Supplier that are stipulated in these General Terms and Conditions and any further Contracts shall also apply to any intermediaries and other third parties engaged by the Supplier.
5. Any provisions in these Terms and Conditions which by their nature extend beyond the termination or expiration of any sale or license of the Products will remain in effect.

ARTICLE 3 - OFFERS AND CONCLUSION OF CONTRACT

1. Any purchase order submitted is subject to acceptance by the Supplier. Only upon acceptance of the purchase order by the Supplier by way of an order confirmation is the Contract concluded.
2. The Supplier reserves the right to reject any orders in full or in part or to apply a maximum order amount. If the order of the Purchaser is not accepted by the Supplier, the Purchaser will be notified by the Supplier within ten (10) business days of receipt of the order by the Supplier.
3. Any offers made by the Supplier are free of obligation. The Supplier has the right to change prices, especially, but not exclusively, if necessary on the basis of (legal) regulations.
4. Any quotations/offers made by the Supplier are free of obligation and may always be revoked, even if they contain a deadline for acceptance.
5. Quotations/offers may also be revoked in Writing by the Supplier within ten days of receipt of acceptance, in which case no Contract has been concluded between the Parties.
6. Quotations/offers may only be accepted in Writing (this includes acceptance by electronic means). The Supplier is nevertheless entitled to accept a verbal acceptance as if it were made in Writing. If the Purchaser places an order on the Supplier's website, this order will be final when the Purchaser clicks the order button or receives an order confirmation by e-mail.
7. The Supplier's records will be considered proof of the applications and/or orders from the Purchaser, barring evidence to the contrary. The Purchaser acknowledges that electronic communication may serve as evidence.
8. Information stated in advertising materials in the broadest sense of the word, such as catalogues, official lists, leaflets, websites of third parties, etc., are not binding for the Supplier.
9. Except in the case that express contracts to the contrary are made in Writing, the sizes, weights and other data given are estimates that are as reliable as possible.

ARTICLE 4 – PRICE AND TRIAL PERIOD

1. In case of an increase in price of the Product between the time at which the Purchaser places an order and the time of delivery of the order by the Supplier, the Purchaser has the right to cancel the order or rescind the Contract within ten (10)

business days after notification of the price increase by the Supplier. In case the Supplier does not receive any response from the Purchaser within said term of ten (10) days, the Purchaser is deemed to approve of said price increase.

2. Any statements by the Supplier of prices, specifications and/or other descriptions of goods and/or services in its website are at all times made with due care. However, the Supplier cannot guarantee the accuracy of this information or the fact that no deviations of this may occur. A Contract concluded on the basis of incorrect information on the website of the Supplier shall not be binding on the Supplier, and therefore the Supplier has the right to refuse orders and/or to cancel or rescind Contracts entered into in such cases.
3. Prices indicated on the website, unless explicitly noted otherwise, are exclusive of local sales and use taxes. The Purchaser is responsible for any local sales and use taxes, and other taxes and government levies, if any, associated with the Purchaser order.
4. The Supplier is not bound by price indications on its website which the Purchaser must reasonably or apparently understand are incorrect and which, for example, have occurred due to technical problems, or manipulation by parties other than the Supplier.
5. Shipping and handling charges (if any) will apply in addition to the sale price indicated on the website and the applicable taxes. Prices are subject to change at any time but will not affect orders for the Product made prior to the date of the change.
6. Supplier uses a trial period to introduce the Hardware to the Purchaser. After the trial period the Purchaser could buy the Hardware or conclude a lease contract with Supplier. Supplier gives the Purchaser an onboarding program.
7. The costs for the trial period are (1) an onboarding fee, (2) shipping costs and (3) a security deposit for using the Hardware. The amounts for these items will be agreed between Supplier and the Purchaser prior to the trial period.
8. During the trial period, the use of the Hardware and the services involved are included. The Purchaser will receive an onboarding session prior to Supplier's trial period. This includes: (1) a session with the customer success team from Supplier, (2) resources available from the support platform of Supplier and (3) access to DevoJourney.
9. During the trial period 3DEVO offers sufficient cleaning material to maintain the Hardware during the trial period. Hardware consumables are included to extend the lifetime beyond the trial period.
10. The Purchaser is obliged to complete the onboarding program before experimenting with their own materials. Only after agreement from Supplier is the onboarding program completed.
11. After the trial period when the Purchaser is not buying or leasing the Hardware the Purchaser will return the Hardware to Supplier. The return of the Hardware is at the

Purchaser's expense and risk. Damages caused to the Hardware upon return of the Hardware shall be borne by the Purchaser.

ARTICLE 5 - PAYMENT

1. Unless Parties have explicitly agreed otherwise in Writing, the Purchaser shall pay the Supplier at the latest thirty (30) days after the invoice date.
2. All payments must be made to a bank account number in the Netherlands designated by the Supplier.
3. The Supplier reserves the right to demand a down payment of 50 to 100% from new companies and clients.
4. If delivery is made in instalments, the Supplier may invoice separately for each instalment, unless otherwise agreed with the Purchaser in writing.
5. Payments made by the Purchaser will first go to reduce any interest and costs due and subsequently the invoices which have been outstanding the longest, even if the Purchaser states that payment relates to a later invoice.
6. At all times, the Supplier is entitled to demand security from the Purchaser for the proper and timely fulfilment of its payment obligations.
7. Electronic payments by the Purchaser to the Supplier, including via the Internet and by means of credit cards shall be at the risk of the Purchaser. The Supplier shall not be liable for damage incurred by the Purchaser related to, or the result of, electronic payments, via the Internet or by means of credit cards. Providing credit card information by the Purchaser to the Supplier via the Internet or otherwise shall be at the risk of the Purchaser.
8. In case of payment default, the Supplier has the right to suspend or to terminate the performance of the Contract and all related contracts.

ARTICLE 6 - PASSING OF RISK

1. Any agreed trade term shall be construed in accordance with the INCOTERMS® in force at the formation of the Contract. If no trade term has been specifically agreed, the delivery shall be Free Carrier (FCA) at the place named by the Supplier. As a result, the applicable Incoterm is FCA Atoomweg 478, Utrecht, The Netherlands Incoterms® 2010.
2. If, in the case of delivery Free Carrier, the Supplier, at the request of the Purchaser, undertakes to send the Product to its destination, the risk will pass not later than when the Product is handed over to the first carrier.

ARTICLE 7 - TIMES OF DELIVERY

1. Unless otherwise agreed upon in Writing, delivery shall take place within 60 days after the Contract is entered into and all agreed preconditions to be fulfilled by the Purchaser have been satisfied, such as official formalities, payments due at the formation of the Contract and securities.

2. If the Supplier anticipates that it will not be able to deliver the Product at the time for delivery, it shall forthwith notify the Purchaser thereof in Writing, stating the reason and, if possible, the time when delivery can be expected.
3. If delay in delivery is caused by any of the circumstances mentioned in Article 13, by an act or omission on the part of the Purchaser, including suspension, or any other circumstances attributable to the Purchaser, the Supplier shall be entitled to extend the time for delivery by a period which is necessary having regard to all the circumstances of the case. This provision shall apply regardless of whether the reason for the delay occurs before or after the agreed time for delivery.
4. If the Product is not delivered at the time for delivery, the Purchaser shall be entitled to liquidated damages from the date on which delivery should have taken place. The liquidated damages shall be payable at a rate of 0.5 per cent of the purchase price for each commenced week of delay. In total, the liquidated damages shall not exceed 7.5 per cent of the purchase price. If only part of the Product is delayed, the liquidated damages shall be calculated on that part of the purchase price which is attributable to such part of the Product as cannot in consequence of the delay be used as intended by the parties. The liquidated damages shall become due at the Purchaser's demand in Writing but not before delivery has been completed or the Contract is terminated under paragraph 5 of this Article. The Purchaser shall forfeit its right to liquidated damages if it has not lodged a claim in Writing for such damages within six months after the time when delivery should have taken place.
5. If the delay in delivery is such that the Purchaser is entitled to maximum liquidated damages under paragraph 4 of this Article and if the Product is still not delivered, the Purchaser may in Writing demand delivery within a final reasonable period which shall not be less than one week. If the Supplier does not deliver within such final period and this is not due to any circumstances which are attributable to the Purchaser, then the Purchaser may by notice in Writing to the Supplier terminate the Contract in respect of such part of the Product as cannot in consequence of the Supplier's failure to deliver be used as intended by the parties. If the Purchaser terminates the Contract it shall be entitled to compensation for the loss it suffers as a result of the Supplier's delay, including any consequential and indirect loss. The total compensation, including the liquidated damages which are payable under paragraph 4 of this Article, shall not exceed 15 per cent of that part of the purchase price which is attributable to the part of the Product in respect of which the Contract is terminated. The Purchaser shall also have the right to terminate the Contract by notice in Writing to the Supplier, if it is clear from the circumstances that there will occur a delay in delivery which, under paragraph 4 of this Article, would entitle the Purchaser to maximum liquidated damages. In case of termination for this reason, the Purchaser shall be entitled to maximum liquidated damages and compensation under the third paragraph of this paragraph 5.
6. Liquidated damages under paragraph 4 of this Article and termination of the Contract with limited compensation under paragraph 5 of this Article shall be the

only remedies available to the Purchaser in case of delay on the part of the Supplier. All other claims against the Supplier based on such delay shall be excluded, except where the Supplier has been guilty of Gross Negligence.

7. If the Purchaser anticipates that it will be unable to accept delivery of the Product at the time for delivery, it shall forthwith notify the Supplier in Writing thereof, stating the reason and, if possible, the time when it will be able to accept delivery. If the Purchaser fails to accept delivery at the time for delivery, it shall nevertheless pay any part of the purchase price which becomes due at the time for delivery, as if delivery had taken place at the time for delivery. The Supplier shall arrange for storage of the Product at the risk and expense of the Purchaser. The Supplier shall also, if the Purchaser so requires, insure the Product at the Purchaser's expense.
8. Unless the Purchaser's failure to accept delivery is due to any such circumstance as mentioned in Article 13, the Supplier may by notice in Writing require the Purchaser to accept delivery within a final reasonable period. If, for any reason which is not attributable to the Supplier, the Purchaser fails to accept delivery within such period, the Supplier may by notice in Writing terminate the Contract in whole or in part. The Supplier shall then be entitled to compensation for the loss it suffers by reason of the Purchaser's default, including any consequential and indirect loss. The compensation shall not exceed that part of the purchase price which is attributable to that part of the Product in respect of which the Contract is terminated.

ARTICLE 8 - LIMITED WARRANTY

1. The Supplier offers a limited warranty that the Product will be free from Defects during the Warranty Period. Any warranty obligation of the Supplier under this section is expressly conditioned on the Purchaser's compliance with the Contract.
2. During the Warranty Period, the Product will be repaired or replaced by the Supplier without charge for either parts, shipment or labour. If a component of the Product is repaired, the new warranty period for the repaired component will expire twelve (12) months after the date of repair. All other remaining components are not included in this extended warranty period.
3. This limited warranty does not cover damage caused by normal wear and tear, surface damage or as a result of the Product being opened or repaired by someone not authorized by the Supplier, and does not cover damage caused by: misuse, moisture, liquids, proximity or exposure to heat and accident, abuse, non-compliance with the instructions supplied with the Product, neglect or misapplication.
Note: To learn the [extrusion essentials](#) and what materials are allowed in the machine(s), please visit [the support platform](#), [read the manual](#) or [contact us](#).
4. The coverage of the limited warranty includes any Defects to the Product under typical use during the Warranty Period and which is not specifically excluded in paragraph 5 of this Article.
5. Specifically excluded from the limited warranty:

- a. Any unauthorized modification or repair, where tampering/disassembly is evident, or improper disassembly/reassembly even if authorized;
Note: Repairs should be performed using our [official repair documentation](#) and we advise to always [contact support](#) to confirm the procedure.
 - b. Damage caused by using 3rd party software, USB cables, or power supplies not certified or sold by the Supplier;
 - c. Failure of the Product operation caused by inappropriate or poor quality materials being used; If you are unsure if the material is suitable, [please contact us before experimenting](#);
 - d. Consumable components such as the nozzle, extruder screw, die head, extruder barrel, puller wheel and granulates;
 - e. Cost of shipping & handling, including duties & VAT if applicable. Note: This only applies when the returned item(s) are not covered under warranty;
 - f. Damage due to shipping improperly packaged return items by the purchaser. Note: Ensure to always follow packing instructions provided [by the support team](#).
 - g. Incidental or consequential damages such as water, excess heat, electrical discharge, abuse, misuse, neglect, unusual operating conditions or improper storage;
 - h. Normal wear & tear including scratches and nicks;
 - i. Problems reasonably repairable by the customer. Note: Any problems affecting machine performance will always be covered by the supplier;
 - j. Damage to the Product due to use of improper extrusion materials, including but not limited to non-polymers, metals, minerals;
 - k. Damage to the Product due to use of polluted, flammable materials;
 - l. Damage to the Product due to extrusion on temperatures deviating from the material specified temperatures;
 - m. This warranty does not cover any additional representation or express warranty beyond the limitations of this warranty if it was provided by anyone other than the Supplier;
 - n. This warranty does not apply when the proof of purchase cannot be confirmed or is claimed by anyone other than the first end-user;
 - o. Any damages to the extrusion system, including hopper, barrel, screw, die head and nozzle;
 - p. Return shipment damages.
6. Except for this limited warranty, and to the maximum extent permitted by applicable law, the supplier and its suppliers provide the products "as is and with all faults", and hereby disclaim all other warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) implied warranties, duties or conditions of merchantability, non-infringement, quiet enjoyment, system integration, title, satisfactory quality, of fitness for a particular purpose, of reliability or availability, of accuracy or completeness of responses, of results, of workmanlike effort, of lack of

viruses, and of reasonable care and skill, all with regard to the products; as well as the provision of or failure to provide support or other services, information, software, and related content through the products or otherwise arising out of the use of the products. Also, there is no warranty or condition of quiet enjoyment, quiet possession, or non-infringement with regard to the products.

7. In order to make a claim for a Defect, the Purchaser must [contact the Supplier](#) during the Warranty Period to explain the Defect and to obtain a Return Materials Authorization number if necessary. The Product must be returned to the Supplier as soon as possible following notification of the Defect by the Purchaser, along with an explanation of the Defect, to the address provided by the Supplier. The returned Product is subject to inspection by the Supplier. The Purchaser must comply with any other return procedures stipulated by the Supplier, if any. The Purchaser shall bear the risk of damage to the Product resulting from its failure so to notify. The Purchaser shall take reasonable measures to minimize damage and shall in that respect comply with instructions of the Supplier.
8. This limited warranty is the only express warranty made to the Purchaser and is provided in place of any other express warranties or similar obligations (if any) created by any advertising, documentation, packaging, or other communications. Note: [More details about the extended warranty with DevoCare service plans](#).
9. This limited warranty is not transferable.

ARTICLE 9 - RETURN POLICY

1. After receipt of the Product, the Purchaser has the right to withdraw from the Contract with the Supplier within fourteen (14) days after receipt of the Product purchase (invoice date). The Purchaser is not obliged to give any reasons under the circumstance that the Product is “unaffected” which means the Product has not been assembled, powered up, or has been operational in any way, and is returned in its original packaging.
2. The right of the Purchaser referred to in paragraph 1 above does not apply to a Product that has been produced according to specifications of the Purchaser (custom orders).
3. All requests for refunds or repairs are subject to inspection by the Supplier of the returned Product. The Supplier will issue refunds through a bank transfer. If the Purchaser chooses to return any Product, the Purchaser must contact the Supplier in Writing during the fourteen (14) business days following receipt to obtain a Return Materials Authorization number and return the Product in its original packaging, free of all interests, liens, or claims otherwise, to the address provided by the Supplier.
4. The Supplier will not issue any refunds in response to requests made more than fourteen (14) business days following receipt of the item. The Supplier will only accept returns on items purchased directly from the Supplier. During receipt of the Product

at the Supplier's warehouse the Supplier will perform inspection of the Product. If the Product is badly packed (e.g. the packaging looks like damage to the Product could have occurred during shipment), the Product is altered or wrong amounts are shipped, the Supplier withholds the right to reject the shipment.

5. The Supplier reserves the right to refuse any Product returned or sent back, or to repay only part of the amounts already paid in case it is assumed that the Product has already been opened, used or damaged by the fault of the Purchaser. In that case the Supplier has the right to deduct the amount of the depreciation of the value of the Product from the amount to be repaid to the Purchaser. The Supplier will not issue refunds in case the Products has been defaced, altered, used, or damaged in any way.
6. If the item has not been opened, the Supplier will refund the purchase price actually paid minus shipping and handling charges maximum 60 days after receipt of the goods at the Supplier warehouse. The handling charges (e.g. 'restocking fee') can be up to 20% of the total invoice value and will be determined by the sole discretion of the Supplier after receipt of the Goods.

ARTICLE 10 - RETENTION OF TITLE

1. The Product shall remain the property of the Supplier until paid for in full to the extent that such retention of title is valid under the relevant law. The Purchaser shall at the request of the Supplier assist him in taking any measures necessary to protect the Supplier's title to the Product. The retention of title shall not affect the passing of risk under Article 6.

ARTICLE 11 - LIABILITY

1. The Supplier is not liable for indirect damage caused to the Purchaser or third parties (including but not limited to consequential damage, loss of turnover and profit, loss of data and immaterial damage) resulting from or in connection with the Contractor the use of the Product ordered by the Purchaser.
2. Without prejudice to any other provisions in the Contract the liability of the Supplier towards the Purchaser, for whatever reason, shall for each event (in which a connected series of events is considered one event) be limited to the purchase price of the Product concerned.
3. The Supplier is not liable for non-performance or limited performance of the website, telecommunication infrastructure and/or other errors in communication or possible consequences of that. The contents of the website of the Supplier and the contents of any other communications of the Supplier on the internet have been compiled with utmost care. However, the Supplier cannot give any guarantees with respect to the nature, accuracy or content matter of said information. For that reason the Supplier is not liable for frequent errors, inconsistencies, confusion, delays or unclear transmission of orders and communications due to the use of the internet or any

other (electronic) means of communication in interactions between the Supplier and the Purchaser, or the consequences of the use of said information. The Supplier further excludes any liability with respect to advice and replies to questions given by the Supplier, except in case of intent or gross negligence on the part of the Supplier.

ARTICLE 12 - FORCE MAJEURE

1. Either Party shall be entitled to suspend performance of its obligations under the Contract to the extent that such performance is impeded or made unreasonably onerous by force majeure, including but not being limited to any of the following circumstances: industrial disputes and any other circumstance beyond the control of the parties such as fire, war, extensive military mobilization, insurrection, requisition, seizure, embargo, restrictions in the use of power, currency and export restrictions, epidemics, natural disasters, extreme natural events, terrorist acts and defects or delays in deliveries by sub-contractors caused by any such circumstance referred to in this Article.
2. A circumstance referred to in this Article whether occurring prior to or after the formation of the Contract shall give a right to suspension only if its effect on the performance of the Contract could not be foreseen at the time of the formation of the Contract.
3. The Party claiming to be affected by force majeure shall notify the other Party in Writing without delay on the intervention and on the cessation of such circumstance. If a Party fails to give such notice, the other Party shall be entitled to compensation for any additional costs which it incurs and which it could have avoided had it received such notice. If force majeure prevents the Purchaser from fulfilling its obligations, it shall compensate the Supplier for expenses incurred in securing and protecting the Product.
4. In a force majeure situation all of the Supplier's obligations shall be suspended. Should the period in which the Supplier cannot fulfil its obligations as a result of force majeure continue for longer than six months, both Parties shall be entitled to dissolve the Contract in Writing without there being an obligation to pay any compensation whatsoever arising out of or in connection with that dissolution.

ARTICLE 13 - OTHER RESTRICTIONS

1. Renting, lending, public presentation, performance or broadcasting or any other kind of distribution of the Products is prohibited. Other than as permitted by applicable legislation, the Purchaser will not, and will not allow any third-party to, modify the Products or any part thereof, to analyze it by means of reverse engineering, to decompile or disassemble the Products, or to break or circumvent encryption or to allow or enable third parties to do so. A circumstance referred to in this Clause whether occurring prior to or after the formation of the Contract shall give a right to suspension.

ARTICLE 14 - THIRD PARTY TERMS AND CONDITIONS

2. The Product may make use of third party software codes, data, information functionality, other content and algorithms ("Third Party Materials"). The use of Third Party Materials included in the Products may be subject to other terms and conditions. The official copyright notices and specific license conditions of these Third Party Materials are to be found in or via our website. The Purchaser hereby agrees that the submission of any order implies that the Purchaser has read and accepted the terms and conditions for any Third Party Materials included in the Products ordered.
3. The Supplier is not responsible for the content of any third-party websites or services, any links contained in third-party websites or services, or any changes or updates to third-party websites or services. Where the Supplier provides links and/or access to third-party websites and/or services it is only as a convenience to the Purchaser, and the inclusion of any link or access does not imply an endorsement by the Supplier of the third-party site or service.
4. Third parties have no rights under applicable legislation in relation to the rights of third parties to rely upon or to enforce any term of these Terms and Conditions but that does not affect any right or remedy of a third party which exists or is available apart from such applicable legislation.

ARTICLE 15 - PRIVACY

1. The Supplier shall respect the privacy of any and all visitors to its website and shall ensure that personal information is treated confidentially. Said personal information shall be used only in order to carry out the order completely.
2. Personal information shall not be provided by the Supplier to any third parties not affiliated to the Supplier, except in case the Purchaser has explicitly approved of this or in case it is necessary in connection with legal requirements.
3. The website may contain advertisements of third parties or links to other websites. The Supplier cannot influence privacy policies of such third parties or their websites, and therefore the Supplier is not responsible for those.

ARTICLE 16 - ACCOUNTS AND REGISTRATION

1. The Purchaser can create an account or otherwise register on the website. The Supplier reserves the right to refuse an application for such registration or to revoke the registration, for example after discovering irregularities.
2. The login data are strictly personal and may not be made available to third parties. The Purchaser is responsible for the use of its login data even if they have been used without its knowledge.
3. The Purchaser shall immediately inform the Supplier if it suspects that its login data are known to a third party or if other irregularities occur.

4. The Purchaser is not allowed to apply for, or manage, more than one account. Furthermore, the Purchaser is not allowed to (again) apply for an account or to manage an account after the Supplier has refused the application for an account by the Purchaser or has terminated an account of the Purchaser after registration.

ARTICLE 17 - COMPLAINTS AND INQUIRIES

1. Complaints about the Product, acts of the Supplier or otherwise as well as inquiries may be submitted by the Purchaser through the website of the Supplier through which the Purchaser has placed the order concerned, via [contact support](#).
2. On delivery of the Product ordered the Purchaser is obliged to inspect without delay whether the Supplier has properly performed the Contract, and is also obliged to notify the Supplier immediately but no later than 14 days after delivery of any defects found. In case the Purchaser does not do so the Supplier is considered to have fully met its obligations under the Contract entered into between the parties.

ARTICLE 18 - TERMINATION

1. In the cases described below, each Party has the right, insofar as granted below, to terminate the Contract, in whole or in part, with immediate effect and without further notice of default or judicial intervention:
2. in the event that the other Party has applied for a moratorium or has been granted a moratorium or that the other Party has been declared bankrupt;
3. in the event that the company of the other Party is wound up, voluntary or involuntary;
4. in the event that the company of the other Party merges or is taken over;
5. in the event that a considerable part of the assets of the other Party is attached; and/or
6. in the event that other circumstances arise in which continuation of the Contract cannot reasonably be required.
7. Each Party only has the right to terminate the Contract if the other Party – after a proper and written notice of default, as detailed as possible, stating a reasonable period in which the breach can be remedied – attributably fails to fulfil material obligations arising from the Contract and provided that the breach justifies the termination.
8. If the Contract is terminated, the Supplier's claims against the Purchaser become immediately due and payable. If the Supplier suspends fulfilment of its obligations, it retains its claims under the law and any contract.
9. The Supplier always reserves its right to claim damages.

ARTICLE 19 - APPLICABLE LAW AND CHOICE OF COURT

1. The Contract shall be governed by the substantive law of the Netherlands. The Vienna Sales Convention of 1980 (CISG) does not apply.

2. The Purchaser and the Supplier shall first try to resolve any and all disputes (including disputes that are deemed as such by only one of the Parties) that arise between the Parties further to this Contract or agreements that ensue from it in an amicable manner.
3. Any and all disputes (including disputes that are deemed as such by only one of the Parties) that arise between the Parties further to this Contract or agreements that ensue from it which cannot be resolved in an amicable manner shall be resolved by the competent court 'Rechtbank Midden – Nederland' located in Utrecht, the Netherlands.

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