

## **J54**

### **GENERAL TERMS AND CONDITIONS ONLINE SALES (B2C)**

#### **Article 1: Definitions**

1. J54, established in Amersfoort, the Netherlands, Chamber of Commerce number 74959913, is referred to in these general terms and conditions as seller.
2. The vendor's other party is referred to as the buyer in these general terms and conditions.
3. The parties are the Seller and the Buyer together.
4. The agreement is understood to mean the purchase agreement between the parties.

#### **Article 2: Applicability of general terms and conditions**

1. These conditions apply to all quotations, offers, agreements and deliveries of services or goods by or on behalf of the seller.
2. Deviation from these terms and conditions is only possible if this has been explicitly agreed by the parties in writing.

#### **Article 3: Payment**

1. The full purchase price is always paid directly in the shop. In some cases a deposit is expected for reservations. In that case, the buyer will receive proof of the reservation and the prepayment.
2. If the buyer does not pay on time, he will be in default. If the buyer remains in default, the seller is entitled to suspend the obligations until the buyer has fulfilled his payment obligation.
3. If the buyer remains in default, the seller will proceed to collection. The costs relating to this collection will be borne by the buyer. These collection costs are calculated on the basis of the Compensation for Extrajudicial Collection Costs Decree (Besluit vergoeding voor buitengerechtelijke incassokosten).
4. In the event of the Buyer's liquidation, bankruptcy, attachment or suspension of payments, the Seller's claims against the Buyer will become immediately due and payable.
5. If the buyer refuses to cooperate in the execution of the order by the seller, he is still obliged to pay the agreed price to the seller.

#### **Article 4: Offers, quotations and price**

1. Offers are without obligation, unless a term of acceptance is mentioned in the offer. If the offer is not accepted within that period, the offer will lapse.
2. Delivery times in offers are indicative and, if exceeded, do not entitle the buyer to dissolution or compensation, unless the parties have expressly agreed otherwise in writing.
3. Offers and quotations do not automatically apply to repeat orders. Parties must expressly agree on this in writing.
4. The price stated on offers, quotations and invoices consists of the purchase price including the VAT due and any other government levies.

## **Article 5: Right of withdrawal**

1. After receiving the order, the consumer has the right to dissolve the contract within 14 days without giving reasons (right of withdrawal). The period starts from the moment the (entire) order is received by the consumer.
2. There is no right of withdrawal if the products are made to measure according to his specifications or only have a short shelf life.
3. The consumer can use the seller's revocation form. The seller is obliged to make this available to the buyer immediately after the question has been asked by the buyer.
4. During the cooling-off period, the consumer will handle the product and packaging with care. He will only unpack or use the product to the extent necessary to assess whether he wishes to keep the product. If he exercises his right of withdrawal, he will return the unused and undamaged product with all delivered accessories and - if reasonably possible - in the original shipping packaging to the seller, in accordance with the reasonable and clear instructions provided by the entrepreneur.

## **Article 6: Modification of the agreement**

1. If, during the execution of the agreement, it appears that it is necessary for the proper execution of the assignment to change or supplement the work to be carried out, the parties shall adjust the agreement accordingly in good time and in mutual consultation.
2. If parties agree that the agreement is amended or supplemented, the time of completion of the execution may be affected by this. The Seller shall inform the Buyer of this as soon as possible.
3. If the amendment or supplement to the agreement has financial and/or qualitative consequences, the Seller shall inform the Buyer in writing in advance.
4. If the parties have agreed on a fixed price, the Seller shall indicate to what extent the amendment or supplement to the agreement will result in this price being exceeded.
5. Contrary to the provisions of the third paragraph of this article, the Seller cannot charge additional costs if the amendment or supplement is the result of circumstances attributable to him.

## **Article 7: Completion and transfer of risk**

1. As soon as the purchased item is received by the buyer, the risk is transferred from the seller to the buyer.

## **Article 8: Investigation, advertisements**

1. The buyer is obliged to examine the delivered goods (or have them examined) at the time of delivery, but in any case within the shortest possible period of time. In doing so, the Purchaser shall examine whether the quality and quantity of the goods delivered are in accordance with what the parties have agreed, or at least whether the quality and quantity meet the requirements that apply to them in normal (commercial) traffic.
2. Claims with regard to damage, shortages or loss of delivered goods must be submitted to the seller in writing within 10 working days after the day of delivery of the goods by the buyer.
3. If the complaint is well-founded within the set period, the seller shall be entitled to either repair or redeliver, or to cancel delivery and send the buyer a credit note for that part of the purchase price.
4. Minor deviations and/or deviations customary in the sector and differences in quality, number, size or finish cannot be invoked against the Seller.
5. Complaints relating to a particular product shall not affect other products or parts belonging to the same agreement.

6. After the goods have been processed at the Buyer's premises, no complaints will be accepted.

#### **Article 9: Samples and models**

1. If a sample or model has been shown or provided to the buyer, it is presumed to have been provided only as an indication, without the goods to be delivered having to correspond to it. This is different if the parties have explicitly agreed that the good to be delivered will correspond with it.
2. In the case of contracts relating to immovable property, indication of the surface area or other dimensions and indications shall also be presumed to have been provided merely as an indication, without the goods to be delivered needing to correspond to this.

#### **Article 10: Delivery**

1. Delivery takes place 'ex works/shop/warehouse'. This means that all costs are for the buyer.
2. The Buyer is obliged to take delivery of the goods at the time that the Seller delivers them or has them delivered to him, or at the time at which these goods are made available to him in accordance with the agreement.
3. If the Purchaser refuses to take delivery or fails to provide information or instructions necessary for delivery, the Seller shall be entitled to store the goods at the Purchaser's expense and risk.
4. If the goods are delivered, the Seller shall be entitled to charge any delivery costs.
5. If the Seller requires information from the Purchaser for the execution of the agreement, the delivery period will commence after the Purchaser has made this information available to the Seller.
6. A delivery time indicated by the Seller is indicative. This is never a deadline. If the term is exceeded, the buyer must declare the seller to be in default in writing.
7. The Seller is entitled to deliver the goods in parts, unless the parties have agreed otherwise in writing or partial delivery does not have independent value. In the event of delivery in parts, the Seller is entitled to invoice these parts separately.

#### **Article 11: Force majeure**

1. If the seller is unable to fulfil his obligations under the agreement, or to do so on time or properly, due to force majeure, he will not be liable for any damage suffered by the buyer.
2. Force majeure shall in any case mean any circumstance that the Seller could not take into account at the time of entering into the agreement and as a result of which the normal performance of the agreement cannot reasonably be required by the Buyer, such as, for example, illness, war or danger of war, civil war and riots, acts of war, sabotage, terrorism, energy failure, flooding, earthquake, fire, sit-down strikes, strikes, exclusion of workers, changed government measures, transport difficulties, and other disruptions in the Seller's business.
3. Furthermore, the parties understand by force majeure the circumstance that supply companies on which the Seller depends for the execution of the agreement do not meet the contractual obligations towards the Seller, unless this can be blamed on the Seller.
4. If a situation as referred to above occurs as a result of which the Seller is unable to fulfil its obligations vis-à-vis the Buyer, those obligations will be suspended for as long as the Seller is unable to fulfil its obligations. If the situation referred to in the previous sentence has lasted 30 calendar days, the parties shall be entitled to dissolve the agreement in whole or in part in writing.
5. If the force majeure continues for more than three months, the Buyer shall be entitled to dissolve the agreement with immediate effect. Dissolution is only possible by registered letter.

### **Article 12: Transfer of rights**

1. No rights of either Party under this Agreement may be transferred without the prior written consent of the other Party. This provision shall be deemed to be a clause having an effect under property law such as the following article 3:83, tweede lid, Burgerlijk Wetboek.

### **Article 13: Retention of title and lien**

1. The goods present at the Seller's premises and delivered goods and parts shall remain the Seller's property until the Buyer has paid the agreed price in full. Until then, the Seller may invoke its retention of title and repossess the goods.
2. If the agreed amounts to be paid in advance are not paid or not paid on time, the Seller shall be entitled to suspend the work until the agreed part has been paid. In that case there will be a case of default of creditors. In that case, late delivery cannot be invoked against the Seller.
3. The Seller is not entitled to pledge the goods subject to its retention of title or to encumber them in any other way.
4. The Seller undertakes to insure the goods delivered to the Purchaser subject to retention of title and to keep them insured against fire, explosion and water damage as well as against theft, and to make the policy available for inspection upon first request.
5. If goods have not yet been delivered, but the agreed advance payment or price has not been paid as agreed, the Seller shall have the right of retention. In that case, the goods will not be delivered until the Buyer has paid in full and in accordance with the agreement.
6. In the event of the Buyer's liquidation, insolvency or suspension of payment, the Buyer's obligations are immediately due and payable.

### **Article 14: Liability**

1. Any liability for damage arising from or in connection with the performance of an agreement shall always be limited to the amount paid out in the relevant case by the liability insurance(s) taken out. This amount shall be increased by the amount of the deductible under the relevant policy.
2. The Seller's liability for damage resulting from intent or deliberate recklessness on the part of the Seller or its executive subordinates is not excluded.

### **Article 15: Complaints procedure**

1. The entrepreneur has a sufficiently publicized complaints procedure and handles the complaint in accordance with this complaints procedure.
2. Complaints about the implementation of the agreement must be submitted within 7 days fully and clearly described to the entrepreneur, after the consumer has found the defects.
3. Complaints submitted to the entrepreneur within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the trader will respond within the period of 14 days with a message of receipt and an indication when the consumer can expect a more detailed answer.
4. If the complaint cannot be resolved by mutual agreement, a dispute will arise that is subject to dispute resolution.

5. In case of complaints, a consumer should first turn to the entrepreneur. If the web shop is affiliated with Stichting WebwinkelKeur and complaints that cannot be resolved in mutual consultation, the consumer should turn to Stichting WebwinkelKeur ([www.webwinkelkeur.nl](http://www.webwinkelkeur.nl)), which will mediate free of charge. Check whether this webshop has a current membership via <https://www.webwinkelkeur.nl/leden/>. If a solution has not yet been reached, the consumer has the possibility to have his complaint handled by the independent arbitration board appointed by Stichting WebwinkelKeur, the decision is binding and both entrepreneur and consumer agree to this binding decision. Submitting a dispute to this dispute committee is associated with costs that must be paid by the consumer to the relevant committee. It is also possible to submit complaints via the European ODR platform (<http://ec.europa.eu/odr>).
6. A complaint does not suspend the obligations of the entrepreneur, unless the entrepreneur indicates otherwise in writing.
7. If a complaint is found to be well-founded by the entrepreneur, the entrepreneur will, at its discretion, replace or repair the delivered products free of charge.

#### **Article 16: Guarantees**

1. If warranties are included in the agreement, the following shall apply. Seller guarantees that the sold product complies with the agreement, that it will function without defects and that it is suitable for the use the buyer intends to make of it. This guarantee is valid for a period of two calendar years after receipt of the goods sold by the buyer.
2. The purpose of the aforementioned guarantee is to ensure that the risk is shared between the Seller and the Purchaser in such a way that the consequences of a breach of a guarantee are always entirely at the Seller's expense and risk and that the Seller can never invoke Article 6:75 of the Dutch Civil Code in respect of a breach of a guarantee. The provisions of the previous sentence also apply if the breach was known to the buyer or could have been known by carrying out an investigation.
3. The aforementioned guarantee does not apply if the defect has arisen as a result of injudicious or improper use or if - without permission - the buyer or third parties have made changes or tried to make changes or have used the purchased item for purposes for which it is not intended.
4. If the guarantee provided by the seller relates to an item produced by a third party, the guarantee is limited to the guarantee provided by that producer.

#### **Article 17: Applicable law and competent court**

1. Any agreement between the parties shall be governed exclusively by Dutch law.
2. The Dutch court in the district in which J54 has its registered office / practice / holds office shall have exclusive jurisdiction to hear any disputes between the parties, unless the law prescribes otherwise.
3. The applicability of the Vienna Sales Convention is excluded.
4. If, in legal proceedings, one or more provisions of these general terms and conditions are deemed to be unreasonably onerous, the other provisions will remain in full force and effect.