

GENERAL ONLINE SHOPPING TERMS AND CONDITIONS 2021

of Trabiss **International** in Anna Paulowna, The Netherlands,
Registered in the trade register under number 37122944

PART A: GENERAL

Article 1: Definitions

- 1.1. The following definitions apply to these terms and conditions:
- Entrepreneur:** the natural person, legal person or partnership, acting in the exercise of a profession or business, who uses these web shop terms and conditions;
 - Consumer:** any natural person not acting in the exercise of a profession or business who enters into an agreement as referred to under d with the entrepreneur;
 - Buyer:** the person or party who buys one or more items from the entrepreneur in exchange for payment, whether acting in the exercise of a profession or business or not.
 - Agreement:** the purchase agreement concluded at a distance in which the entrepreneur agrees to deliver one or more items to the buyer in exchange for payment.
 - Offer:** the offer of the entrepreneur for the buyer to conclude a purchase agreement as defined above.

Article 2: Scope

- 2.1. These general terms and conditions of sale consist of three parts:
- Part A** (applies to all customers),
 - Part B** (provisions for customers who are consumers), and
 - Part C** (provisions for customers who are not consumers).
- Articles 1 to 24 of these terms and conditions (Parts A and B) apply to all offers made to and agreements concluded with consumers and to all agreements resulting therefrom. Articles 1 to 11 and 25 to 35 of these terms and conditions (Parts A and C) apply to all offers made to and agreements concluded with customers who are not consumers and to all agreements resulting therefrom.
- 2.2. In the event of a conflict between the content of the agreement concluded between the entrepreneur and the customer and these general terms and conditions, the provisions of the agreement shall prevail.

Article 3: Offer

The offer is without obligation. The entrepreneur has the right to revoke its offer up to two working days after receipt of the customer's notice of acceptance.

Article 4: Website solely for information purposes

- 4.1. The images and photos used give as true a representation of the appearance of the items as reasonably possible. An item that shows only minor deviations from the appearance seen in said images and photos is still in compliance with the terms of the agreement.
- 4.2. It is not permitted to reproduce or publish photos, videos, the content of downloads, texts, images, trademarks and other information or data published on the entrepreneur's website.

Article 5: Inaccuracies in information provided

The customer bears the risk for damage caused by any inaccuracies in the information provided by or on behalf of the customer.

Article 6: Prohibition of use

- 6.1. It is not permitted to use delivered goods in critical applications without the prior written consent of the entrepreneur. A critical application is defined as a system in which the failure of a single component can result in death or significant material damage (such as life support systems, nuclear power, military systems, etc.).
- 6.2. The entrepreneur is not liable for damage that arises when the items are used in violation of the provisions of Article 6.1. The customer indemnifies the entrepreneur against any claim from third parties with regard to the use of the delivered goods in critical applications.

Article 7: Retention of title

- 7.1. After delivery, the entrepreneur remains title to the delivered goods as long as the buyer:
- has not fulfilled its obligations under any agreement with the entrepreneur;
 - has not paid any claims resulting from non-compliance with the provisions, such as damage, penalties, interest and costs.
- 7.2. After the entrepreneur has invoked its retention of title, it may repossess the delivered goods. The customer will provide full cooperation in this regard.

Article 8: Intellectual property rights

- 8.1. The entrepreneur is regarded as the maker, designer or inventor of any works, models or inventions created within the framework of the agreement. The entrepreneur therefore has the exclusive right to apply for patent, trademark or design protection.

- 8.2. The entrepreneur or the third party from whom the entrepreneur has obtained a right of use shall retain all intellectual property rights to the information on trabiss.nl, including, but not limited to, photos, videos, the content of downloads, texts, images, logos and trademarks.
- 8.3. The entrepreneur is not transferring any intellectual property rights to the customer by fulfilling the terms of the agreement.
- 8.4. If the performance to be delivered by the entrepreneur (also) consists of the delivery of computer software, the source code will not be transferred to the customer. The customer is granted a non-exclusive and worldwide user license for the computer software for the agreed licensing period solely for the purpose of the normal use and proper functioning of the item. The customer is not allowed to transfer the licence or to issue sub-licences. If the buyer sells the item to a third party, the licence is transferred by default to the party acquiring the item.
- 8.5. The entrepreneur is not liable for damage suffered by the customer as a result of any infringement of third-party intellectual property rights.

Article 9: Failure to accept delivery

- 9.1. After expiry of the delivery time, the customer is obliged to actually take delivery of the item or items that are the subject of the agreement at the agreed location.
- 9.2. The customer must provide full cooperation free of charge to enable the entrepreneur to deliver the same.
- 9.3. Items that have not been accepted will be stored at the expense and risk of the client.
- 9.4. In case of any violation of Articles 9.1. or 9.2. after the entrepreneur has given notice of default, the customer shall owe the entrepreneur a penalty of €250 per day with a maximum of €25,000 for each violation. This penalty may be claimed in addition to any compensation under the law.

Article 10: Transfer of rights or obligations

The customer cannot transfer or pledge any rights or obligations under any article of these general terms and conditions or the underlying agreement(s), without the prior written consent of the entrepreneur. This clause is effective in accordance with property law.

Article 11: Applicable law

- 11.1. Dutch law is applicable.
- 11.2. The Vienna Convention on Contracts for the International Sale of Goods (CISG) is not applicable, nor is any other international regulation the exclusion of which is allowed under law.

PART B: PROVISIONS FOR CUSTOMERS WHO ARE CONSUMERS

Article 12: Complaint obligation

The customer may no longer claim a defect in the performance if they do not lodge a complaint with the entrepreneur in writing or electronically within two months after discovering the defect.

Article 13: Warning obligation

The provisions of Article 5 of these terms and conditions do not affect the entrepreneur's obligation to point out to the consumer any inaccuracies that it should reasonably be aware of and that are relevant for the execution of the agreement in the information provided by or on behalf of the consumer if this occurs before or during the contract and the entrepreneur is deemed to be an expert in the matter.

Article 14: Delivery time and transfer of risk

- 14.1. Unless otherwise agreed, the delivery time is no later than 30 days after the conclusion of the agreement. If the entrepreneur does not meet the agreed deadline, it is in default after having been served notice of default by the consumer with a reasonable grace period to remedy said default and has failed to fulfil its obligations under the agreement. The foregoing does not affect statutory default without notice.
- 14.2. The risk for the item(s) transfers to the consumer upon delivery. If the item is delivered to the consumer, the risk for the same transfers at the moment the consumer or its designated recipient (but not the carrier) has received the item.
- 14.3. In the event that the consumer designates a carrier and the choice of this carrier is not offered by the entrepreneur, the risk passes to the consumer at the time the item is handed over to the carrier.

Article 15: Price increases

- 15.1. The entrepreneur may pass on to the consumer any increases in its costs that occur after the agreement is concluded. The consumer is obliged to pay the higher price at the entrepreneur's first request.
- 15.2. If the entrepreneur increases the price within three months after the conclusion of the agreement, the consumer may dissolve the agreement. After those three months, the consumer may still dissolve the agreement in the event of a price increase, unless the entrepreneur and the consumer have agreed on a delivery deadline more than three months after the conclusion of the agreement.

Article 16: Payment

- 16.1. Payment is made to an account to be designated by the entrepreneur.
- 16.2. Unless otherwise agreed, payment shall be made as follows:
 - a. in the event of payment in instalments: 50% of the total price due upon conclusion of the agreement and 50% upon delivery.

- b. in case of payment after delivery: within 14 days of delivery. In the case of separate delivery of several items from the same order, the payment term commences on the day on which the last item was delivered to the consumer.
- 16.3. If the consumer does not pay on time, they are deemed to be in default without any further notice.

Article 17: Right of withdrawal

- 17.1. The consumer has the option to dissolve the agreement without stating reasons within the 14-day reflection period, unless it concerns a matter for which there is no right of dissolution, as included in the third paragraph of this article.
- 17.2. The reflection period starts:
- a. on the day after receipt of the item by the consumer or a representative designated in advance by the consumer and made known to the entrepreneur;
 - b. in the case of separate delivery of several items from the same order: on the day on which the consumer has received the last item;
 - c. in the case of delivery of an item consisting of different shipments or parts: on the day on which the last shipment or the last part was received;
 - d. in the case of an agreement that extends to the regular delivery of goods during a certain period: on the day on which the consumer or a third party designated by the consumer, who is not the carrier, has received the first item.
- 17.3. The consumer has no right of dissolution in case of:
- a. orders for goods that have been created by the entrepreneur in accordance with the consumer's specifications, which are not prefabricated and which are manufactured on the basis of an individual choice or decision of the consumer;
 - b. items that are clearly intended for a specific person;
 - c. goods that by their nature are irrevocably mixed with other goods after delivery;
 - d. computer software whose seal has been broken after delivery.

Article 18: Exercise of the right of withdrawal

- 18.1. The consumer exercises the right of withdrawal by:
- a. returning the completed withdrawal form provided by the entrepreneur; or
 - b. sending a similar statement to the entrepreneur which clearly indicates their wish to withdraw from the agreement.
- 18.2. The consumer shall return the item(s) received as soon as possible, but no later than 14 days after the withdrawal statement has been issued or handed over to the entrepreneur or to a person authorized by the entrepreneur to receive said notice.
- 18.3. The consumer shall bear the direct costs of returning the item.
- 18.4. If the consumer exercises their right of withdrawal, any further agreements between the parties shall also be terminated.
- 18.5. The consumer is liable for the depreciation of the items if it has been handled to an extent beyond what is necessary to establish its nature, characteristics and functioning.

Article 19: Entrepreneur's refund obligation

- 19.1. The entrepreneur will refund the consumer for all payments received, including any delivery costs charged by the entrepreneur for the returned product.
- 19.2. If the consumer opted for a more expensive method of delivery, the entrepreneur need not reimburse the additional costs for the more expensive method.
- 19.3. The entrepreneur must issue the refund as soon as possible, but no later than 14 days after receipt of the notice of withdrawal. The consumer cannot demand a refund from the entrepreneur as long as the item has not been received by the entrepreneur or the consumer has demonstrated that the item has been returned. This does not apply if the entrepreneur offers to collect the item itself.
- 19.4. The entrepreneur shall issue the refund to the same payment method that the consumer used in the original transaction, unless the consumer consents to another method. The refund shall be free of any fees for the consumer.

Article 20: Obligations of the consumer during the reflection period

- 20.1. During the reflection period, the consumer will handle the item and the packaging with care. They will only unpack or use the item to the extent necessary to assess whether they wish to keep the item. If they make use of their right of withdrawal, they will return the item together with all accessories supplied and in the original condition and packaging to the entrepreneur, according to the reasonable and clear instructions provided by the entrepreneur.
- 20.2. The consumer is liable for the depreciation of the items if it has been handled to an extent beyond what is necessary to establish its nature, characteristics and functioning.

Article 21: Warranty

- 21.1. The entrepreneur guarantees that the delivered item will comply with the agreement. The entrepreneur also guarantees that the item will have those properties that, taking all circumstances into account, are necessary for its normal use, as well as for any special use that has been agreed with the consumer.
- 21.2. Unless a different term has been agreed, if a deviation from what has been agreed becomes apparent within 12 months of delivery, it is presumed that the item did not comply with the agreement upon delivery or completion. In that case, the entrepreneur will remedy the defect free of charge, unless it can demonstrate that the item did

indeed comply with the agreement at the time of the agreement. The foregoing does not affect the fact that the entrepreneur can remain liable under product liability law for any defects in the item even after the aforementioned periods.

- 21.3. The warranty referenced in paragraph 2 lapses if:
- a. defects are the result of normal wear and tear;
 - b. defects are caused by an error, injudicious use or omission of the consumer or their legal successor, or by external causes;
 - c. defects are the result of a failure to perform maintenance or it has been performed incorrectly;
 - d. defects are the result of installation, assembly, modification or repair by the consumer or by third parties.
- 21.4. The entrepreneur is only obliged to fulfil its warranty obligations if the consumer has already fulfilled all of their obligations.

Article 22: Force majeure

- 22.1. If the fulfilment of an obligation under the agreement is temporarily impossible for one of the parties due to a cause that cannot be attributed to it, this party has the right to suspend the fulfilment of its obligations for the duration of that hindrance.
- 22.2. If fulfilment of an obligation under the agreement is permanently impossible for one of the parties due to a cause that cannot be attributed to it, the latter is entitled to dissolve the agreement in exchange for compensation to the other party for any costs reasonably incurred.

Article 23: Extrajudicial costs and statutory interest

- 23.1. After the payment date has passed, the entrepreneur will send the consumer one payment reminder, in which the entrepreneur states that the consumer has the opportunity to pay within 14 days after receipt of the same together with the collection costs that will be passed on to the consumer if (full) payment is not made within that grace period. The collection costs must be in accordance with the "Decree on compensation for extrajudicial collection costs".
- 23.2. The entrepreneur is entitled to charge interest on any outstanding balance due from the first payment deadline until the balance is paid in full. This interest is equal to the statutory interest as per Article 6:119 of the Dutch Civil Code (BW).

Article 24: Competent court

Only the Dutch civil court that has jurisdiction for the consumer's place of residence shall have jurisdiction over any disputes arising from this business relationship, unless otherwise stipulated by mandatory law.

PART C: PROVISIONS FOR CUSTOMERS WHO ARE NOT CONSUMERS

Article 25: Complaint obligation

- 25.1. The customer may no longer claim a defect in the performance if they do not lodge a complaint with the entrepreneur in writing or electronically within two months after discovering the defect or two months after it should reasonably have discovered it.
- 25.2. The customer must submit complaints about invoices in writing to the entrepreneur within the payment term; otherwise, all rights are forfeited. If the payment term is longer than thirty days, the customer must complain in writing no later than thirty days after the invoice date.

Article 26: Delivery time

- 26.1. A specified delivery time is indicative.
- 26.2. Exceeding the delivery time in no way entitles the customer to compensation or to dissolve the agreement. The customer indemnifies the entrepreneur against any claims from third parties as a result of exceeding the delivery time.

Article 27: Delivery and transfer of risk

- 27.1. Delivery takes place at the moment that the entrepreneur makes the item available to the customer at its business location and has informed the customer accordingly. From that time, the customer bears the risk associated with the storage, loading, transport and unloading of the goods.
- 27.2. Unless otherwise agreed, the entrepreneur shall handle the transport. Nevertheless, the customer bears the risk associated with the storage, loading, transport and unloading of the goods. The customer may seek insurance cover against these risks.

Article 28: Price changes

- 15.1. The entrepreneur may pass on to the customer any increases in its costs that occur after the agreement is concluded. The customer is obliged to pay the higher price at the entrepreneur's first request.

Article 29: Force majeure

- 29.1. A shortcoming in the fulfilment of its obligations cannot be attributed to the entrepreneur if this shortcoming is the result of force majeure.
- 29.2. Force majeure is understood to mean, among other things, the circumstance that third parties engaged by the entrepreneur, such as suppliers or suppliers, subcontractors and transporters, or other parties on which the entrepreneur is dependent, have not fulfilled their obligations at all or on time, weather conditions, natural

disasters, terrorism, cybercrime, disruption of digital infrastructure, fire, power outage, loss, theft or loss of tools, materials or information, roadblocks, strikes or work stoppages and import or trade restrictions.

- 29.3. The entrepreneur has the right to suspend the fulfilment of its obligations if it is temporarily prevented from fulfilling its obligations towards the customer due to force majeure. Once the force majeure situation is over, the entrepreneur will fulfil its obligations as soon as its planning permits.
- 29.4. If there is a case of force majeure and fulfilment is or becomes permanently impossible, or if the temporary force majeure situation has lasted more than six months, the entrepreneur is authorised to dissolve the agreement in whole or in part with immediate effect. In those cases, the customer is authorized to dissolve the agreement with immediate effect, but only for that part of the obligations that has not yet been fulfilled by the entrepreneur.
- 29.5. The parties are not entitled to compensation for the damage suffered as a result of the force majeure, suspension or dissolution within the meaning of this article.

Article 30: Liability

- 30.1. In the event of an attributable shortcoming, the entrepreneur is still obliged to fulfil its contractual obligations, with due observance of Article 31.
- 30.2. The entrepreneur's obligation to compensate for damages on any basis is limited to that damage against which the entrepreneur is covered under its insurance policy. However, the scope of this obligation will never exceed the amount that is paid out under this insurance in the relevant case.
- 30.3. If, for whatever reason, the entrepreneur cannot invoke paragraph 2 of this article, the obligation to compensate damage is limited to a maximum of 15% of the total agreed price (excluding VAT). If the agreement consists of parts or partial deliveries, this obligation is limited to a maximum of 15% (excluding VAT) of the total agreed price for that part or partial delivery. In the case of continuing performance contracts, the obligation to compensate damage is limited to a maximum of 15% (excluding VAT) of the total agreed price over the twelve months prior to the event that caused the damage.
- 30.4. Not eligible for reimbursement:
 - a. Consequential damages, including damage from stagnation, loss of production, lost profit, transport costs and travel and accommodation costs;
 - b. Collateral damages, including damages caused, during or as a result of the performance of the work, to objects on which work is being done or to objects situated in the vicinity of the work site;
 - c. Damages caused by intent or deliberate recklessness of auxiliary persons or non-supervisory subordinates of the entrepreneur.The customer is free to cover itself against these damages.
- 30.5. The entrepreneur is not obliged to compensate for damages to material supplied by or on behalf of the customer as a result of improper processing.
- 30.6. The customer indemnifies the entrepreneur against all claims from third parties due to product liability as a result of a defect in a product that has been delivered by the customer to a third party which includes products or materials supplied by the entrepreneur. The customer is obliged to compensate all damage suffered by the entrepreneur in this regard, including the (full) costs of mounting a legal defence.
- 30.7. The entrepreneur is not liable for damage suffered by the customer as a result of any infringement of third-party intellectual property rights. The customer indemnifies the entrepreneur against any claim from third parties with regard to the use of the delivered goods in critical applications.

Article 31: Warranty and other claims

- 31.1. Unless otherwise agreed, the entrepreneur guarantees the soundness of the delivered item for a period of twelve months after delivery, as is further elaborated in the following paragraphs.
- 31.2. If the parties have agreed on deviating warranty conditions, the provisions of this article will otherwise apply in full.
- 31.3. If it appears that the delivery has not been sound, the entrepreneur will make a choice within a reasonable period of time whether it will repair the delivered item, replace it or credit the customer for a proportionate part of the agreed price. If the entrepreneur opts for repair or replacement, it may determine the manner and time of the same. If the agreement (also) consisted of the processing of material supplied by the customer, then the customer must supply new material at its own expense and risk.
- 31.4. The customer must send any parts or materials to be repaired or replaced by the entrepreneur.
- 31.5. The customer is responsible for:
 - a. all transport or shipping costs;
 - b. costs for disassembly and assembly;
 - c. travel and accommodation costs and travel hours.
- 31.6. The customer must in all cases offer the entrepreneur the opportunity to repair any defect or to carry out the processing again.
- 31.7. The entrepreneur is only obliged to fulfil its warranty obligations if the customer has already fulfilled all of its obligations.
- 31.8. a. Warranty is excluded for defects resulting from:
 - normal wear and tear;
 - injudicious use;
 - failure to perform maintenance correctly or at all;
 - installation, assembly, modification or repair by the customer or by third parties;
 - defects in or unsuitability of goods originating from or prescribed by the customer;
 - defects in or unsuitability of materials or aids used by the customer.b. No warranty is given for:
 - delivered goods that were not new at the time of delivery;

- parts covered by the manufacturer's warranty.

- 31.9. The provisions of paragraphs 3 to 8 of this article apply mutatis mutandis to any claims by the customer on the basis of non-performance, non-conformity or any other basis.

Article 32: Quantities

Deviations upwards and downwards of up to 10% of the agreed number of items are allowed. However, this only applies in those cases where goods are not delivered on a count basis, but instead on some other basis such as weight. The customer is obliged to purchase and pay (pro rata) the quantities delivered within the margins stated in the first sentence.

Article 33: Payment

- 33.1. Unless otherwise agreed, payment will be made within 30 days of the invoice date.
- 33.2. If the customer does not fulfil its payment obligation, it is obliged to comply with a request from the entrepreneur for payment in full instead of any prior arrangements for instalment payments.
- 33.3. The right of the customer to offset its claims against the entrepreneur or to suspend the fulfilment of its obligations is excluded, unless the entrepreneur has stopped paying its creditors or has filed for bankruptcy or statutory debt restructuring.
- 33.4. Whether the entrepreneur has fully performed the agreed performance, everything that the customer owes or will owe under the agreement will become immediately due and payable if:
- a payment due date is missed;
 - the customer has stopped paying its creditors or has filed for bankruptcy;
 - liens have been placed on the customer's assets or claims;
 - the customer (company) is dissolved or liquidated;
 - the customer (natural person) has filed for statutory debt restructuring, is placed under guardianship or has died.
- 33.5. In the event of delay in the payment of a sum of money, the customer owes interest on that sum of money to the entrepreneur from the day following the day that has been agreed as the latest date for payment, up to and including the day on which the customer has made the payment. If the parties have not agreed on a final date for payment, the interest is due from 30 days after the original due date. That interest amounts to 12% per year or the statutory interest if higher. For calculating the interest, any part of a month shall be treated as a full month. At the end of each year, any unpaid interest shall be capitalised.
- 33.6. The entrepreneur is authorised to offset its debts to the customer against claims of companies affiliated with the entrepreneur against the customer. In addition, the entrepreneur is authorized to offset its claims against the customer against debts to the customer of companies affiliated with the entrepreneur. Furthermore, the entrepreneur is authorised to offset its debts to the customer with claims against companies affiliated with the customer. Affiliated companies are understood to mean: all companies belonging to the same group within the meaning of Article 2:24b BW or which have a participating interest within the meaning of Article 2:24c BW.
- 33.7. If payment has not been made on time, the customer owes the entrepreneur all extrajudicial costs, but a minimum of €75.00.
- These costs are calculated on the basis of the following table (principal amount incl. interest):
- | | |
|--------------------------------|-----|
| on the first €3,000.00 | 15% |
| on the excess up to €6,000.00 | 10% |
| on the excess up to €15,000.00 | 8% |
| on the excess up to €60,000.00 | 5% |
| on the excess from €60,000.00 | 3% |
- If higher than the amounts calculated according to the above table, the actually incurred extrajudicial costs are due.
- 33.8. If the entrepreneur is wholly or largely successful in legal proceedings, all costs incurred in connection with these proceedings will be borne by the customer.

Article 34: Collateral

- 34.1. Regardless of the agreed payment conditions, the customer is obliged to provide sufficient security for payment at the entrepreneur's discretion upon first request. If the customer fails to do so within the specified period, it shall be deemed to be immediately in default. In that case, the entrepreneur has the right to dissolve the agreement and to recover damages from the customer.
- 34.2. As long as the delivered goods are subject to retention of title, the customer may not encumber or alienate them outside of its normal business operations. This clause is effective in accordance with property law.
- 34.3. Even if the buyer has fulfilled its obligations after the goods have been delivered by the entrepreneur as agreed, the retention of title with regard to these goods is revived if the buyer fails to fulfil its obligations under a subsequent agreement.
- 34.4. The entrepreneur has a right to pledge and a right of retention on all items that it has or will receive from the customer for whatever reason and for all claims that it has or may receive against the customer.

Article 35: Competent court

Only the Dutch civil court that has jurisdiction for the entrepreneur's place of business shall have jurisdiction over any disputes arising from this business relationship. The entrepreneur may choose to deviate from this provision and apply the statutory rules governing jurisdiction.

These conditions are an integral translation of the Dutch version of the General Online Shopping Terms and Conditions 2021 of Trabiss International. The Dutch version will prevail in any interpretation of these conditions.