

General Terms and Conditions

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Article 1 – Definitions

In these Terms and Conditions, the following terms shall have the following meanings:

1. **Additional agreement:** an agreement in which the Client acquires products, digital content and/or services with respect to a distance agreement and these goods, digital content and/or services are delivered by the Entrepreneur or a third party on the basis of an arrangement between this third party and the Entrepreneur;
2. **Client:** company conducting business electronically with the entrepreneur;
3. **Day:** calendar day;
4. **Digital content:** data produced and delivered in digital form;
5. **Continuing performance agreement:** an agreement serving to deliver goods, services and/or digital content in a given period;
6. **Sustainable data carrier:** any means, including email, that allow the Client or the Entrepreneur to store information directed to him/her in such a manner that makes future consultation and use possible during a period that matches the purpose for which the information is destined and which makes unaltered reproduction of the stored information possible.
7. **Entrepreneur:** the company which provides products, (access to) digital content and or services to Clients at a distance;
8. **Distance agreement:** an agreement concluded by the Entrepreneur and the Client within the scope of an organised system for distance selling products, digital content and/or services, whereby exclusive or additional use is made of one or more technologies of distance communication up to the conclusion of the agreement;
9. **Technology for distance communication:** a means to be used for concluding an agreement without the Client and the Entrepreneur being together in the same place at the same time.

Article 2 – The Entrepreneur's identity

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VAT identification number: NL8566.68.114B.01

Article 3 – Applicability

1. These General Terms and Conditions apply to any offer from the Entrepreneur and to any distance agreement concluded by the Entrepreneur and the Client.
2. Before concluding a distance agreement, the Entrepreneur shall make the text of these General Terms and Conditions available free of charge and as soon as possible. If this is reasonably impossible, the Entrepreneur shall indicate in what way the General Terms and conditions can be inspected and that they will be sent free of charge if so requested, before the distant agreement is concluded.
3. If the distance agreement is concluded electronically, the text of these General Terms and Conditions, in deviation from the previous section and before the distance agreement is concluded, may also be supplied to the Client electronically in such a way that the Client can easily store it on a long-term data carrier. If this is reasonably impossible, it will be specified where the General Terms and Conditions can be viewed electronically and that they will be sent to at the Client's request free of charge, either via electronic means or otherwise, before concluding the distance agreement;
4. In the event that specific product or service condition apply in addition to these General Terms and Conditions, the second and third paragraphs shall apply accordingly, and in the event of contradictory terms and conditions, the Client may always appeal to the applicable provision that is most favourable to him/her.
5. In case of discrepancies in these General Terms and Conditions or disputes where these Terms and Conditions do not resolve the HME General terms and conditions - May 2002 apply. These will be handed over upon the first request.

Article 4 – The offer

1. If an offer is of limited duration or if certain conditions apply, it shall be explicitly stated in the offer.
2. The offer contains a full and accurate description of the products, digital content and/or services offered. The description is suitably detailed to enable the Client to assess the products, or services and/or digital content adequately. If the Entrepreneur makes use of pictures, they are truthful images of the products and/or services provided. Obvious errors or mistakes in the offer do not bind the Entrepreneur.
3. All offers contain such information that it is clear to the Client what rights and obligations are attached to accepting the offer.

Article 5 – The agreement

1. Subject to the provisions in paragraph 4, the agreement becomes valid when the Client has accepted the offer and fulfilled the terms and conditions set.
2. If the Client accepted the offer via electronic means, the Entrepreneur shall promptly confirm receipt of having accepted the offer via electronic means. As long as the receipt of said acceptance has not been confirmed, the Client may repudiate the agreement.
3. If the agreement is concluded electronically, the Entrepreneur will take appropriate technical and organisational security measures for the electronic data transfer and ensure a safe web environment. If the Client can pay electronically, the Entrepreneur shall observe appropriate security measures.
4. The Entrepreneur may, within the limits of the law, gather information about Client's ability to fulfil his payment obligations, and all facts and factors relevant to responsibly concluding the distance agreement. If, acting on the results of this investigation, the Entrepreneur has sound reasons for not concluding the agreement, he is lawfully entitled to refuse an order or request supported by reasons, or to attach special terms to the implementation.
5. Before delivering the product, the Entrepreneur shall send the following information along with the product, the service or the digital content in writing

or in such manner that the Client can store it in an accessible manner on a long-term data carrier:

- a. the visiting address of the Entrepreneur's business establishment where the Client may get into contact with any complaints;
 - b. the information corresponding to existing after-sales services and guarantees;
 - c. the price including all taxes of the product, service or digital content, where applicable the delivery costs and the way of payment, delivery or implementation of the distance agreement;
6. In case of a continuing performance agreement, the stipulation in the previous paragraph only applies to the first delivery.

Article 6 - Exclusion of the right of withdrawal

The Entrepreneur excludes the right of withdrawal.

Article 7 - The price

1. The prices of the products and/or services provided shall not be raised during the validity period given in the offer, subject to changes in price due to changes in VAT rates.
2. Contrary to the previous paragraph, the Entrepreneur may offer products or services whose prices are subject to fluctuations in the financial market that are beyond the Entrepreneur's control, at variable prices. The offer will state the possibility of being subject to fluctuations and the fact that any indicated prices are target prices.
3. Price increases within 3 months after concluding the agreement are permitted only if they are the result of new legislation.
4. Price increases from 3 months after concluding the agreement are permitted only if the Entrepreneur has stipulated it and
 - a. they are the result of legal regulations or stipulations, or
 - b. the Client has the authority to cancel the agreement before the day on which the price increase starts.
5. All prices indicated in the provision of products or services are including VAT.

Article 8 – Compliance and extra Guarantee

1. The Entrepreneur guarantees that the products and/or services comply with the agreement, with the specifications listed in the offer, with reasonable requirements of usability and/or reliability and with the existing statutory provisions and/or government regulations on the day the agreement was concluded. If agreed, the Entrepreneur also guarantees that the product is suitable for other than normal use.
2. An extra guarantee offered by the Entrepreneur, his Supplier, Manufacturer or Importer shall never affect the rights and claims the Client may exercise against the Entrepreneur about a failure in the fulfilment of the Entrepreneur's obligations if the Entrepreneur has failed in the fulfilment of his part of the agreement.
3. 'Extra guarantee' is taken to mean each obligation by the Entrepreneur, his Supplier, Importer or Manufacturer in whom he assigns certain rights or claims to the Client that go further than he is legally required in case he fails in the compliance with his part of the agreement.

Article 9 – Delivery and execution

1. The Entrepreneur shall exercise the best possible care when booking orders and executing product orders and when assessing requests for the provision of services.
2. The place of delivery is at the address given by the Client to the Entrepreneur.

3. With due observance of the stipulations in Article 4 of these General Terms and Conditions, the Entrepreneur shall execute accepted orders with convenient speed but at least within 30 days, unless another delivery period was agreed on. If the delivery has been delayed, or if an order cannot be filled or can be filled only partially, the Client shall be informed about this within one month after ordering. In such cases, the Client is entitled to repudiate the agreement free of charge and with the right to possible compensation.
4. After repudiation in conformity with the preceding paragraph, the Entrepreneur shall return the payment made by the Client promptly but at least within 30 days after repudiation.
5. The risk of loss and/or damage to products will be borne by the Entrepreneur until the time of delivery to the Client or a representative appointed in advance and made known to the Client, unless explicitly agreed otherwise.

Article 10 – Continuing performance agreements: duration, termination and renewal

Termination

1. The Client may at all times terminate an agreement that was concluded for an indefinite time and which extends to the regular delivery of products (including electricity) or services, with due observance of the termination rules and subject to not more than one month's notice.
2. The Client may at all times terminate an agreement that was concluded for a specific time and which extends to the regular delivery of products (including electricity) or services at the end of the specific period, with due observance of the termination rules and a subject to not more than one month's notice.
3. The Client can cancel the agreements mentioned in the preceding paragraphs:
 - at any time and not be limited to termination at a particular time or in a given period;
 - at least in the same way as they were concluded by him;
 - at all times with the same notice as the Entrepreneur stipulated for himself.

Extension

4. An agreement concluded for a definite period which extends to the regular delivery of products (including electricity) or services may not be automatically extended or renewed for a fixed period.
5. Notwithstanding the preceding paragraph, an agreement for a definite period which extends to the regular delivery of dailies, newspapers, weekly newspapers and magazines, may tacitly be renewed for specific period of three months at the most if the Client can terminate this extended agreement towards the end of the extension with a notice of one month at the most.
6. An agreement concluded for a definite period and which extends to the regular delivery of products or services may only be extended tacitly for an indefinite period if the Client can cancel it at any time with a notice of one month. The notice is three months at the most in vase the agreement is about a delivery of dailies, newspapers and weeklies and magazines occurring regularly but less than once a month.
7. An agreement with limited duration of regular delivery of trial dailies, newspapers, weeklies and magazines (trial or introductory subscription) is not renewed tacitly and ends automatically after the trial or introductory period.

Duration

8. If the duration of an agreement is more than one year, the Client may terminate the agreement at any time after one year with a notice of not more than one month, unless reasonableness and fairness resist the termination before the end of the agreed term.

Article 11 – Payment

1. Unless otherwise stipulated in the agreement or in the additional conditions, the amounts to be paid by the Client must be settled prior to delivery.
In case of an agreement to provide a service, this period starts on the day that the Client received the confirmation of the agreement.
2. The Client has the duty to inform the Entrepreneur promptly of possible inaccuracies in the payment details that were given or specified.

Article 12 – Returning goods

1. Should for, whatever reason, outside the actions or influence of the Entrepreneur the goods need to be returned, then the Client will return them at his cost.
2. After receipt of the goods they will be inspected for damages and use, cleaned if necessary, and taken back.
3. Once goods have been taken back the Client will be credited for the amount paid, deducted for cost of cleaning, repair and transport.

Article 13 - Complaints procedure

1. The entrepreneur has a complaints procedure and handles the complaint in accordance with this complaints procedure.
2. Complaints about the execution of the agreement must be submitted fully and clearly described to the entrepreneur within a reasonable time after the client has discovered the defects.
3. Complaints submitted to the entrepreneur will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the entrepreneur will respond within the period of 14 days with a notice of receipt and an indication when the client can expect a more detailed answer.

Article 14 - Disputes

1. Only Dutch law applies to agreements between the entrepreneur and the Client to which these general terms and conditions apply. Even if the Client resides abroad.
2. The Vienna Sales Convention does not apply.

Article 15 - Additional or different provisions

Additional provisions or deviating from these terms and conditions may not be to the detriment of the client and must be recorded in writing or in such a way that they can be stored by the client in an accessible manner on a durable medium.