

# Terms & Conditions Metis Retail

01-10-2020

## Article 1: Definitions

1. Metis Retail, established in Berkel-Enschot, Chamber of Commerce number 80611222 (Den Bosch, Netherlands), is referred to as the seller in these general terms and conditions.
2. The other party of the seller 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 refers to the purchase agreement between the parties.

## Article 2: Applicability of general terms and conditions

1. These terms and 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 in writing by the parties.

## Article 3: Payment

1. The full purchase price is always paid immediately in the store. 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 is in defect. If the buyer remains in defect, the seller is entitled to suspend the obligations until the buyer has fulfilled his payment obligation.
3. If the buyer remains in defect, the seller will proceed to collection. The costs related to that collection will be borne by the buyer. These collection costs are calculated on the basis of the Decree on compensation for extrajudicial collection costs.
4. In the event of liquidation, bankruptcy, seizure or suspension of payment of the buyer, the claims of the seller on the buyer are immediately due and payable.
5. If the buyer refuses to cooperate with 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 stated in the offer. If the offer is not accepted within the set period, the offer will lapse.
2. Delivery times in quotations are indicative and do not entitle the buyer to dissolution or compensation if they are exceeded, unless the parties have explicitly agreed otherwise in writing.
3. Offers and quotations do not automatically apply to repeat orders. Parties must agree on this explicitly and in writing.
4. The price stated on offers, quotations and invoices consists of the purchase price including the VAT owed and any other government levies.

#### Article 5: Right of withdrawal

1. The consumer is entitled to terminate the agreement within 30 days after receipt of the order without giving any reason (right of withdrawal). The period starts from the moment the (complete) order is received by the consumer.
2. There is no right of withdrawal if the products are tailor-made according to its specifications.
3. The consumer will use the seller's return portal to initiate the withdrawal.
4. During the withdrawal 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 accessories and – if reasonably possible – in the original shipping packaging and labels attached to the seller, in accordance with the reasonable and clear instructions provided by the seller.

#### Article 6: Amendments to the agreement

1. If, during the execution of the agreement, it appears that for a proper execution of the agreement it is necessary to change or supplement the work to be performed, the parties will adjust the agreement accordingly in good time and in mutual consultation.
2. If the parties agree that the agreement will be amended or supplemented, the time of completion of the implementation may be affected. The seller will inform the buyer of this as soon as possible.
3. If the change or addition to the agreement has financial and / or qualitative consequences, the seller will inform the buyer in writing in advance.
4. If the parties have agreed on a fixed price, the seller will indicate to what extent the change 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 change or addition is the result of circumstances that can be attributed to him.

#### Article 7: Delivery and transfer of risk

1. As soon as the purchased item has been received by the buyer, the risk passes from seller to buyer.

#### Article 8: Examination, complaints

1. The buyer is obliged to inspect the delivered goods at the time of delivery, but in any case within the shortest possible period of time. In doing so, the buyer should examine whether the quality and quantity of the delivered goods correspond to what the parties have agreed, or at least that the quality and quantity meet the requirements that apply to them in normal (trade) traffic.
2. Complaints regarding damage, shortages or loss of delivered goods must be submitted by the buyer to the seller in writing within 10 working days after the day of delivery of the goods.
3. If the complaint is declared well-founded within the set term, the seller has the right to either repair, or to redeliver, or to cancel delivery and to send the buyer a credit note for that part of the purchase price.
4. Minor and / or customary deviations and differences in quality, quantity, size, color or finish cannot be invoked against the seller.
5. Complaints with regard to a particular product have no influence on other products or parts belonging to the same agreement.
6. After processing the goods at the buyer, no more 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 that it has only been provided as an indication without the item to be delivered having to comply with it. This is different if the parties have explicitly agreed that the item to be delivered will correspond with this.
2. In the case of agreement relating to immovable property, the surface area or other dimensions and indications are also presumed to be merely indicative, without the item to be delivered having to correspond to it.

#### Article 10: Delivery

1. Delivery takes place from our 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 when these goods are made available to him in accordance with the agreement.
3. If the buyer refuses to take delivery or is negligent in providing information or instructions that are necessary for the delivery, the seller is entitled to store the item at the expense and risk of the buyer.
4. If the goods are delivered, the seller is entitled to charge any delivery costs.

5. If the seller needs information from the buyer for the performance of the agreement, the delivery time will commence after the buyer has made this information available to the seller.
6. A delivery period stated by the seller is indicative. This is never a deadline. If the term is exceeded, the buyer must give the seller written notice of defect.
7. The seller is entitled to deliver the goods in parts, unless the parties have agreed otherwise in writing or the partial delivery has no independent value. The seller is entitled to invoice these parts separately upon delivery in parts.

#### Article 11: Force majeure

1. If the seller cannot, not timely or not properly fulfill his obligations under the agreement due to force majeure, he is not liable for damage suffered by the buyer.
2. By force majeure the parties 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 expected by the buyer, such as illness, war or danger of war, civil war and riots, acts of war, sabotage, terrorism, power failure, flood, earthquake, fire, company occupation, strikes, worker exclusion, changed government measures, transport difficulties, and other disruptions in the seller's business.
3. Furthermore, parties understand force majeure to mean the circumstance that supply companies on which the seller is dependent for the performance of the agreement do not comply with the contractual obligations towards the seller, unless this can be blamed on the seller.
4. If a situation as referred to above arises as a result of which the seller cannot fulfill his obligations towards the buyer, then those obligations will be suspended as long as the seller is unable to meet his obligations. If the situation referred to in the previous sentence has lasted 30 calendar days, the parties have the right to dissolve the agreement in writing in whole or in part.
5. If the force majeure continues for more than three months, the buyer has the right to dissolve the agreement with immediate effect. Dissolution can only be done by registered letter.

#### Article 12: Transfer of rights

1. Rights of a party under this agreement cannot be transferred without the prior written consent of the other party. This provision applies as a clause with property law effect as referred to in Section 3:83, subsection 2, of the Dutch Civil Code.

#### Article 13: Retention of title and right of retention

1. The goods present at the seller and the goods and parts delivered remain the property of the seller until the buyer has paid the entire agreed price. Until then, the seller can invoke his retention of title and take back the goods.

2. If the agreed amounts to be paid in advance are not paid or not paid on time, the seller has the right to suspend the work until the agreed part has been paid. There is then a creditor's default. In that case, a late delivery cannot be invoked against the seller.
3. The seller is not authorized to pledge or encumber in any other way the goods that are subject to retention of title.
4. If goods have not yet been delivered, but the agreed advance payment or price has not been paid in accordance with the agreement, the seller has the right of retention. In that case, the item will not be delivered until the buyer has paid in full and in accordance with the agreement.
5. In the event of the buyer's liquidation, insolvency or moratorium, 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 is always limited to the amount that is paid out in the relevant case by the liability insurance policy(s) taken out. This amount is increased by the amount of the deductible according to the relevant policy.
2. The seller's liability for damage resulting from intent or willful recklessness on the part of the seller or his managerial subordinates is not excluded.

#### Article 15: Complaint obligation

1. The buyer is obliged to immediately report complaints about the work performed to the seller. The complaint contains a description of the shortcoming that is as detailed as possible, so that the seller is able to respond adequately.
2. If a complaint is well-founded, the seller is obliged to repair the goods and replace them if necessary.

#### Article 16: Guarantees

1. If guarantees are included in the agreement, the following applies. The seller guarantees that the item sold conforms to the agreement, that it will function without defects and that it is suitable for the use that the buyer intends to make. This warranty applies for a period of one calendar year after receipt of the items sold by the buyer.
2. The purpose of the guarantee referred to is to create such a risk distribution between seller and buyer that the consequences of a breach of a warranty are always fully at the expense and risk of the seller and that the seller can never invoke a breach of a warranty article 6:75 BW. The provisions of the previous sentence also apply if the infringement was known to the buyer or could have been known by carrying out an investigation.
3. The said warranty 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 or used the purchased item for purposes for which it was not intended.
4. If the warranty provided by the seller relates to an item produced by a third party, the warranty is limited to the warranty provided by that producer.

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

1. Dutch law is exclusively applicable to every agreement between the parties.
2. The Dutch court in the district where Metis Retail is located has 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 one or more provisions of these general terms and conditions are considered unreasonably onerous in legal proceedings, the other provisions will remain in full force.