

**GENERAL TERMS AND CONDITIONS TOELEVING ONLINE****1. Definitions**

- 1.1. In these General Terms and Conditions the following terms, always written with a capital letter and used in the singular and plural, shall have the following meaning:
- a) Agreement: any agreement between Toelevering Online and the Customer.
  - b) Business Customer: a Customer who is not a Consumer.
  - c) Consumer: the natural person who is not acting for purposes related to his trade, craft, business or profession and who has entered into the Agreement with Toelevering Online.
  - d) Customer: the natural or legal person who has concluded the Agreement with Toelevering Online, regardless of whether he is a Consumer or a Business Customer.
  - e) Distance Agreement: the agreement concluded between Toelevering Online and Consumer within the framework of an organised system for distance selling or service provision without simultaneous personal presence of Toelevering Online and Consumer and whereby, up to and including the moment at which the agreement is concluded, exclusive use is made of one or more means of distance communication.
  - f) General Terms and Conditions: the present general terms and conditions of sale of Toelevering Online.
  - g) Intellectual Property Rights: all intellectual property rights and related rights, including but not limited to: copyrights, trade secrets, database rights, domain name rights, trade name rights, trademark rights, design rights, neighbouring rights, patent rights and rights to know-how.
  - h) Offer: the offer that Toelevering Online makes or has made to Customer for the supply of products and/or services by Toelevering Online, whether or not on the Website and/or in the form of a (written) quotation.
  - i) Party/Parties: Customer and/or Toelevering Online.
  - j) Right of Withdrawal: the possibility of a consumer to rescind the Distance Agreement within the Withdrawal Period without giving reasons.
  - k) Toelevering Online: the private company with limited liability Toelevering Online B.V., established at Nicolaus Ottostraat 11-07 (7442 DV) in Nijverdal, registered in the trade register of the Dutch Chamber of Commerce under Chamber of Commerce number 73610658.
  - l) Website: the online environment on which products are offered by Toelevering Online and/or third parties, available at [www.toeleveringonline.nl](http://www.toeleveringonline.nl).
  - m) Withdrawal Period: the period within which the Consumer can make use of his/her Right of Withdrawal.

**2. Identity and contact details of Toelevering Online**

- 2.1. Toelevering Online can be reached via the following contact details:

Toelevering Online B.V.  
Nicolaus Ottostraat 11-07  
7442 DV Nijverdal  
The Netherlands  
Phone: +31 (0) 85 8085 030  
E-mail: [info@toeleveringonline.nl](mailto:info@toeleveringonline.nl)  
Dutch Chamber of Commerce-number: 73610658

**3. Applicability**

- 3.1. These General Terms and Conditions have been drawn up in Dutch and have been translated into another languages. In the event of a dispute between different versions of the General Terms and Conditions, the Dutch version shall prevail and must be interpreted in accordance with the laws and regulations of the Netherlands.
- 3.2. These General Terms and Conditions apply to the Offer, every Distance Agreement, the delivery of products and/or services by Toelevering Online and the performance of (other) (legal) acts between Parties. Each Offer is made by Toelevering Online under applicability of these General Terms and Conditions.
- 3.3. Customer declares that the General Terms and Conditions have been made available to him, that he has taken note of them and that he agrees with them.
- 3.4. These General Terms and Conditions contain a number of specific deviating stipulations with regard to Consumers. For the rest, these General Terms and Conditions apply to Consumers if and insofar as they are not contrary to any mandatory statutory provision.
- 3.5. Any conditions of the Customer, such as general conditions or purchasing conditions do not apply and are expressly rejected.
- 3.6. If one or more of the provisions in the Offer, the Agreement and/or the General Terms and Conditions are invalid, contrary to the law and/or unenforceable, this shall not affect the validity of the other provisions. In

such a case, the Parties will negotiate in proper consultation about a new provision to replace the invalid or unenforceable provision, which will have the same purport as the invalid or unenforceable provision as much as possible.

- 3.7. A deviation from these General Terms and Conditions is only valid if it has been agreed in writing. Any verbal promises and agreements have no effect unless they have been confirmed in writing by Toelevering Online.

#### **4. The Offer and the conclusion of the Agreement**

- 4.1. Toelevering Online will make an Offer to the Customer that includes which products and/or services are offered and the fee payable by the Customer upon acceptance of the Offer.
- 4.2. The Offer is non-binding and does not bind the Customer to anything. Toelevering Online reserves the right to adjust or change the Offer at any time.
- 4.3. If an Offer has been made in a (written) quotation, the Offer will be valid for a period of 14 (fourteen) days after the date of dispatch by Toelevering Online, unless stated otherwise in the Offer. An Offer on the Website is only valid during the time that this Offer is mentioned on the Website.
- 4.4. The description of the products and/or services in the Offer is binding. Toelevering Online is not bound by any deviating answer from the Customer, even if this answer only differs from the Offer in minor points.
- 4.5. The Offer may be based on information provided by the Customer. In that case, if this information turns out to be incorrect, Toelevering Online is entitled to adjust the Offer and/or the fees due to the correct information, even after the Agreement already has been concluded.
- 4.6. The Agreement is concluded as soon as the Offer is accepted. The Offer is deemed to be accepted as soon as Customer agrees with the Offer, or if Toelevering Online can reasonably regard Customer's behaviour as (an impression of) (raised) acceptance.
- 4.7. Toelevering Online cannot be held to the Offer if Customer can reasonably understand that the Offer, or a part thereof, contains an obvious mistake or error.
- 4.8. Toelevering Online cannot guarantee that the colours shown on the Website correspond exactly to the actual colour of products.

#### **5. The (performance of the) Agreement**

- 5.1. Every Agreement is entered into under the condition precedent of sufficient availability of products and materials.
- 5.2. Toelevering Online will make commercially reasonable efforts to perform the Agreement for the benefit of the Customer.
- 5.3. All activities performed by Toelevering Online are based on a best-efforts obligation.
- 5.4. Customer recognises that the fulfilment of the Agreement also depends on his cooperation with Toelevering Online. Customer therefore provides all required cooperation to enable a timely and correct performance of the Agreement by Toelevering Online. In particular, this means that Customer will correctly and timely provide all data and information that Toelevering Online indicates are necessary or desired, or that Customer should reasonably understand are necessary for the performance of the Agreement, and that Customer will cooperate in a timely manner. If Customer fails to provide the necessary or desired data and information and / or cooperation, then Toelevering Online is not responsible for the consequences and is not liable.
- 5.5. In the performance of the Agreement, Toelevering Online is not obliged to follow instructions and/or directions of Customer, especially if these instructions and/or directions change the content and/or scope of the Agreement or if the Agreement is supplemented. Insofar as Toelevering Online chooses to follow these instructions and/or directions, it is entitled to charge a fee for this in consultation with Customer.
- 5.6. Customer acknowledges and agrees that Toelevering Online, in the context of performing the Agreement, may also be dependent on the services and/or goods of third parties. To the extent permitted by mandatory law, Toelevering Online is not liable for (the use of) the services and/or items of third parties.
- 5.7. Time periods mentioned by Toelevering Online regarding the performance of the Agreement and/or its completion are always of an indicative nature. These periods are never strict periods. If a period is exceeded, Toelevering Online will only be in default if Customer sends a notice of default to Toelevering Online, granting Toelevering Online a reasonable period of time to comply.
- 5.8. Toelevering Online is at all times entitled to engage one or more third parties for the (performance of the) Agreement.

#### **6. Delivery**

- 6.1. Toelevering Online makes commercially reasonable efforts to deliver the products to Customer in accordance with the Agreement.
- 6.2. The place of delivery is the address that Customer has informed Toelevering Online of before delivery. The delivery costs are stated in the Offer. If Customer desires delivery to an address other than the address initially communicated to Toelevering Online, Toelevering Online is entitled to charge Customer additional costs for this.

- 6.3. Toelevering Online makes commercially reasonable efforts to deliver the products to Customer within the agreed delivery time.
- 6.4. All delivery periods are indicative. Customer cannot derive any rights from any delivery dates mentioned. Exceeding a delivery period does not give the Customer the right to rescind the Agreement and/or to claim damages.
- 6.5. If delivery of an ordered product turns out to be impossible, Toelevering Online will make commercially reasonable efforts to deliver a replacement product to the Customer.
- 6.6. Toelevering Online and/or a third party engaged by it delivers the products on a suitable transport unit, such as a frame or a pallet.
- 6.7. If a product is delivered on a steel frame, the frame is and remains the property of Toelevering Online or of the third party engaged by it. It is the responsibility of Customer that this frame is in a place where the carrier can take it back with a forklift. In addition, Customer is obliged to report the frame for return within 14 (fourteen) days after delivery in the manner indicated by Toelevering Online. If Customer fails to report the frame for return on time, Toelevering Online is entitled to charge Customer for costs – up to a maximum of the frame value – without prejudice to the other legal and/or contractual rights of Toelevering Online.
- 6.8. In a delivery where only glass is delivered to Customer, this is delivered on a glass frame. This glass frame is and remains the property of Toelevering Online or a third party engaged by it. Customer is obliged to report the glass frame within 30 (thirty) days after delivery for return in the manner indicated by Toelevering Online and/or the third party engaged by it. If Customer fails to report the glass frame for return on time, Toelevering Online is entitled to charge Customer rental costs amounting to € 5.00 per day, with a maximum of the glass frame value, without prejudice to the other legal and/or contractual rights of Toelevering Online and/or the third party engaged by it.
- 6.9. The risk of loss, theft, embezzlement or damage of the delivered products passes to Customer at the moment they are brought under the actual control of Customer or an assistant of Customer, or at the moment the products are not accepted by Customer without legal reason. In the latter case, Toelevering Online can claim reasonable compensation for the costs of storage of the products.

## **7. Consumer's Right of Withdrawal on delivery of products**

- 7.1. The Consumer may rescind a Distance Agreement for the delivery of a product within a Withdrawal Period of fourteen (14) days without giving reasons. Toelevering Online may ask the Consumer to state the reason for rescission, but the Consumer is not obliged to do so.
- 7.2. The Withdrawal Period, as referred to in the previous paragraph, commences on the day after:
  - the day on which the Consumer or a third party designated by the Consumer, who is not the carrier, has received the product;
  - the day on which the Consumer or a third party designated by the Consumer, who is not the carrier, has received the last product if the Consumer has ordered multiple products that will be delivered separately in the same order;
  - the day on which the Consumer or a third party designated by the Consumer, who is not the carrier, has received the last shipment or the last part if the delivery of a product consists of several shipments or parts; or
  - the day on which the Consumer or a third party designated by the Consumer and which is not the carrier has received the first product for an agreement that involves the regular supply of products during a certain period.

## **8. Consumer's Right of Withdrawal in the provision of services**

- 8.1. The Consumer may rescind a Distance Agreement for the provision of a service up to fourteen (14) days after the day on which the Distance Agreement was concluded, without giving reasons. Toelevering Online may ask the Consumer to state the reason for rescission, but the Consumer is not obliged to do so.

## **9. Obligations of the Parties under the Right of Withdrawal**

- 9.1. During the Withdrawal Period, the Consumer shall handle the product and its packaging with care. The Consumer shall only unpack or use the product to the extent necessary to determine the nature, characteristics and operation of the product. The starting point here is that the Consumer may only handle and inspect the product as he would be allowed to do in a shop.
- 9.2. The costs of returning a product under the Right of Withdrawal will be borne by the Consumer.
- 9.3. If the Consumer makes use of the Right of Withdrawal, Toelevering Online will reimburse all payments received of the Consumer, including any delivery costs charged by Toelevering Online for the returned product. The delivery costs charged by Toelevering Online will not be refunded to Consumer if the returned product is part of an order with multiple products and not all products are returned. If Consumer has chosen a more expensive method of delivery of the product than the cheapest standard delivery, then Toelevering Online is

only obliged to reimburse the amount for the cheapest standard delivery.

- 9.4. Toelevering Online uses for reimbursement the same means of payment that Consumer has used during the initial transaction, unless Consumer agrees to the use of a different means of payment.

## **10. Exclusions of the Right of Withdrawal**

10.1. Excluded from the Right of Withdrawal are Distance Agreements:

- a) concerning products or services of which the price is linked to fluctuations on the financial market over which Toelevering Online has no influence and which can occur within the Withdrawal Period;
- b) whereby the Consumer has specifically requested Toelevering Online to visit him in order to carry out urgent repairs or maintenance, with the exception of:
  - additional services that were not specifically requested by the Consumer;
  - the delivery of products other than those that are necessary to carry out the maintenance or repairs;
- c) with regard to products that are manufactured according to specifications of Consumer, that are not prefabricated and that are manufactured on the basis of an individual choice or decision of Consumer, or that are clearly intended for a specific person;
- d) with regard to products that after delivery by their nature are irrevocably mixed with other items;
- e) with regard to products that after delivery have been assembled, installed or otherwise put into operation by the Consumer, Toelevering Online and/or a third party;
- f) regarding products that are not suitable to be returned for reasons of health protection or hygiene and of which the seal has been broken after delivery;
- g) with regard to the provision of services, after performance of the agreement, if the performance has started with the explicit prior consent of Consumer and Consumer has declared to waive his Right of Withdrawal as soon as Toelevering Online has fulfilled the agreement.

## **11. Returns**

- 11.1. Toelevering Online will not take back any products, unless a Consumer can appeal to his Right of Withdrawal.
- 11.2. The provisions of this article do not affect any claims based on (manufacturer's) guarantees or non-conformity.
- 11.3. Return shipments of products by or on behalf of Customer will only take place after prior written consent of Toelevering Online and stating a return number issued by Toelevering Online. Customer is responsible for carefully returning products. Any costs for packaging and/or return will be borne by Customer. The risk of loss, theft, embezzlement or damage of the returned products is transferred to Toelevering Online at the moment that Toelevering Online has confirmed receipt of the products in writing. Until that moment the risk remains with Customer.

## **12. Payment and price**

- 12.1. All prices quoted by Toelevering Online are in euros and exclude turnover tax (VAT), unless explicitly stated otherwise.
- 12.2. Unless otherwise agreed, Customer must pay the full purchase amount in advance into the bank account of Toelevering Online or in any other manner specified by Toelevering Online.
- 12.3. The reference date for the level of wage costs, material prices and taxes etc. is the date of the Offer.
- 12.4. The consequences of compliance with legal requirements and governmental decrees, which come into force after the day on which Toelevering Online has made the Offer, will be at the expense of the Customer, unless it must be reasonably assumed that Toelevering Online could have foreseen these consequences on that day.
- 12.5. Toelevering Online is not bound by printing and/or typesetting errors or obvious mistakes in the Offer, including but not limited to prices. In such a case, Toelevering Online is also not obliged to deliver the product under the incorrect conditions.
- 12.6. Customer is responsible for the accuracy of the payment details provided by him to Toelevering Online. Customer will immediately report inaccuracies or inadequacies in the payment details provided by him or mentioned by Toelevering Online.
- 12.7. If Customer does not meet his payment obligation(s) in time, after Toelevering Online or a third party engaged by it has pointed out the late payment and Customer is granted a period of fourteen (14) days to meet his payment obligations as yet, he is in default after the failure to pay within this 14-day period. In that case, Customer shall owe the statutory interest on the amount owed and Toelevering Online shall be entitled to charge the extrajudicial collection costs to Customer. The extrajudicial collection costs will be calculated in accordance with the Dutch "Staffel buitengerechtigde incassokosten" (BIK, extrajudicial collection costs).
- 12.8. In case of liquidation, (application of) suspension of payment or bankruptcy, debt restructuring or any other circumstance as a result of which a Party can no longer freely dispose of its assets, The other Party is entitled, without prejudice to its other contractual and/or statutory rights, to terminate the Agreement with immediate effect, without any obligation resting on the terminating Party, such as the obligation to pay compensation. In these cases, the claims of the terminating Party on the other Party are immediately due and payable in full.

- 12.9. Changes or additions to an Agreement that has already been concluded will result in a change to the agreed price, unless Parties agree otherwise in writing.

### **13. Conformity, inspection duty and warranty**

- 13.1. The products will comply with the Agreement and the quality of the products will meet the (legal) regulations and quality requirements as they apply to the products and/or materials concerned on the date of the Offer.
- 13.2. Toelevring Online is not responsible for the ultimate suitability of products for individual application by Customer or any advice on the Website or the Offer from Toelevring Online regarding the application or use of products.
- 13.3. Products are covered by the (manufacturer's) warranty as stated on the Website of Toelevring Online or in the Offer of Toelevring Online.
- 13.4. Customer must check the products upon receipt for visible defects and shortcomings. Customer shall report any complaint in writing to Toelevring Online immediately, but no later than 14 (fourteen) days after delivery, unless mandatory law stipulates a longer period. After expiry of the aforementioned term, the delivered goods are considered to have been irrevocably and unconditionally accepted by the Customer. Unless mandatory law prescribes otherwise, infringements of the provisions of this article by the Customer will result in the Customer's right to complain lapsing.
- 13.5. If Customer does not accept a product upon shipment, any storage charges and/or charges for a new delivery shall be borne by Customer.
- 13.6. The possibility to complain expires if the products have been assembled, processed, repackaged or if the original state of the goods has been changed in any other way.
- 13.7. If the products delivered do not comply with the Agreement, Toelevring Online is only required to replace or repair the products in question, at its discretion. If, in the opinion of Toelevring Online, replacement or repair cannot be expected or is impossible, Toelevring Online will reduce the purchase price in proportion to the defect in the delivered goods.
- 13.8. An appeal to the guarantee or non-conformity is excluded for defects such as, or resulting from:
- defects which could have been discovered upon delivery;
  - weathering and/or normal wear and tear;
  - abnormal use, injudicious use or insufficient (timely) maintenance;
  - installation, assembly, modification, repair or additions by or on behalf of Customer;
  - unforeseen, temporary or permanent harmful influence(s) of the environment;
  - damage and/or defects caused during or after delivery by external influences;
  - paving and/or overgrowth that is too high;
  - fire, break-in, acts of war or atomic disasters.
- 13.9. By redelivery, replacement or repair of a product, the warranty period is not extended or renewed. Even if the Customer complains in time, its obligation to pay and take delivery of orders made shall continue to exist.
- 13.10. Any claim of Customer will in any case expire 5 (five) years after delivery of the product.

### **14. Liability**

- 14.1. Toelevring Online accepts no liability for damage resulting from the provision of the services and/or the products or from an unlawful act or otherwise, nor for any acts or omissions of its employees and/or of third parties brought in by it, to the extent that this is permitted under mandatory law.
- 14.2. If, notwithstanding the foregoing, Toelevring Online is liable to Customer for damage on any grounds whatsoever, then Toelevring Online, to the extent permitted by mandatory law, is only liable for direct damage suffered by Customer per event (a series of successive events is regarded as one event) up to the invoice amount of the delivery to which the liability relates.
- 14.3. Direct damage is exclusively understood as:
- material damage to goods;
  - reasonable costs incurred to prevent or limit direct damage, which could be expected as a result of the event on which the liability is based; and
  - reasonable costs incurred to determine the cause of the damage.
- 14.4. Insofar as permitted under mandatory law, in deviation from the foregoing, the liability of Toelevring Online for damage due to death or physical injury is limited to an amount of € 1,250,000 (one million two hundred and fifty thousand euros).
- 14.5. Any liability of Toelevring Online for indirect damage is excluded. Indirect damage is understood to mean all damage that is not direct damage, as defined above, including in any case consequential damage. Consequential damage is understood to include losses, missed savings, reduced goodwill, damage due to business stagnation, damage as a result of claims by customers of Customer and costs incurred to prevent or determine consequential damage.
- 14.6. The exclusions and limitations of liability included in this article will only lapse in the case of intent and/or deliberate recklessness on the part of Toelevring Online and/or its management.

- 14.7. Unless fulfilment of the agreement by Toelevering Online is permanently impossible, the liability of Toelevering Online on account of attributable failing in the performance of the agreement only arises if Customer sends Toelevering Online a notice of default, whereby Toelevering Online is granted a reasonable period to remedy the failure, and Toelevering Online still is attributable failing its obligations after this period.
- 14.8. Any claim for compensation by Customer that has not been specifically and explicitly reported by Customer, expires by the mere lapse of 24 (twenty-four) months after the claim arose. This does not affect the Customer's obligation to complain.
- 14.9. Customer is responsible for the accuracy and completeness of the data that he provides to Toelevering Online. Toelevering Online is never liable for damages suffered by Customer as a result of incorrect or incomplete data provided by him.
- 14.10. Customer indemnifies Toelevering Online against all claims of third parties in respect of products delivered by Toelevering Online, as a result of which those third parties may have suffered damage, irrespective of the cause or moment at which that damage arose.

## **15. Force majeure**

- 15.1. Toelevering Online cannot be held to fulfil an obligation under the Agreement, nor is it liable to Customer in the event of force majeure. Force majeure includes illness of employees and/or absence of employees who are crucial for the delivery of services and/or products, interruptions in the supply of electricity, strikes, riots, war, government measures, fire, natural disasters, floods, shortcomings of suppliers of Toelevering Online, shortcomings of third parties hired by Toelevering Online, hardware failures, failures in (telecommunication) networks, epidemics, pandemics, government measures and all other external causes beyond the control of Toelevering Online.
- 15.2. If the force majeure lasts for at least ninety (90) days, both Toelevering Online and Customer will be entitled to rescind the agreement without being obligated to pay compensation for any damage in connection with this rescission.

## **16. Intellectual Property Rights**

- 16.1. All Intellectual Property Rights on all products supplied and/or services rendered and/or works developed or made available under the Agreement, such as designs, goods, services, know-how, documentation, analyses, advice, files and/or information on which Intellectual Property Rights may rest, rest with Toelevering Online and/or its licensor(s).
- 16.2. Customer only is granted the rights of use and powers that he is entitled to by virtue of the Agreement or the law. Unless explicitly agreed otherwise in writing, Customer only acquires a non-exclusive, non-transferable and non-sublicensable right to use the works developed or made available by Toelevering Online for himself and only for the intended purpose of the Agreement.
- 16.3. If, in the context of the Agreement, Customer instructs Toelevering Online to reproduce, duplicate and/or publish a work protected by any Intellectual Property Right, then Customer guarantees that this does not infringe any Intellectual Property Right of a third party. Customer indemnifies Toelevering Online against all claims, procedures, losses and/or direct and/or indirect damage and other third-party claims based on or arising from the allegation that the assignment infringes on Intellectual Property Rights.

## **17. Retention of title and right of retention**

- 17.1. Toelevering Online remains the owner of goods, property rights and legal objects equivalent to them, such as delivered products, as long as Customer:
  - a) fails to comply with his obligations under the Agreement;
  - b) fails to pay for performances provided or to be provided under the Agreement; or
  - c) does not meet claims arising from non-fulfilment of the Agreement, such as damage, interest and costs.
- 17.2. As long as the ownership of the delivered goods has not been transferred to Customer, Customer may not pledge these goods or grant a third party any other right thereto. Customer is allowed to sell and actually deliver the products delivered under retention of title to third parties within the framework of normal business operations.
- 17.3. After Toelevering Online has invoked the retention of title, it may immediately retrieve the delivered products on which the retention of title rests. Customer allows Toelevering Online to enter the place(s) where the delivered products are located.
- 17.4. If products have not yet been delivered by Toelevering Online, but the agreed advance payment or price has not been paid by Customer as agreed, Toelevering Online has the right of retention. Products will not be delivered until the Customer has paid in full and in accordance with the agreement.

## **18. Term and termination of the Agreement**

- 18.1. If and insofar as the Agreement between Parties is a continuing performance agreement, the Agreement is entered into for the term agreed in it, in the absence of which the term of 1 (one) year applies.
- 18.2. The fixed-term agreement between Toelevering Online and Consumer is, after the end of this term, tacitly

converted into an agreement for an indefinite period, unless Toelevering Online or Consumer terminates the agreement in writing with due observance of a notice period of 1 (one) month before the end of the period concerned.

- 18.3. The fixed-term agreement between Toelevering Online and Business Customer is tacitly extended by the same period after the end of this fixed term, unless Toelevering Online or the Business Customer, terminates the agreement in writing with due observance of a notice period of 1 (one) month before the end of the period concerned.
- 18.4. Parties may terminate the agreement which is concluded for an indefinite period at any time with due observance of a notice period of 1 (one) month.
- 18.5. Each Party is authorised to rescind the Agreement as a result of a failure in the fulfilment of the Agreement of the other Party, if that other Party continues to fail in the fulfilment of the Agreement, even after proper notice of default and the expiry of the reasonable periods given therein.
- 18.6. The performances already carried out by Toelevering Online prior to the rescission and the related payment obligation(s) of Customer will not be subject to cancellation in the event of rescission.
- 18.7. Amounts invoiced by Toelevering Online before the termination of the Agreement in connection with what it has already performed or delivered in performance of the Agreement will remain due and payable immediately at the time of termination of the Agreement.
- 18.8. All provisions of the Agreement and these General Terms and Conditions that are intended to survive the termination of the Agreement shall remain in force after such termination. These provisions include (but are not limited to) the provisions regarding the exclusions and limitations of Toelevering Online's liability, the Intellectual Property Rights, the governing law, the competent court and this provision.

## **19. Complaints**

- 19.1. The Customer must report any complaints via the contact form on the Website.
- 19.2. Complaints about the implementation of the Agreement must be reported to Toelevering Online within a reasonable time after the complaint arose. Customer must describe the complaint fully and clearly and report it to Toelevering Online.
- 19.3. Toelevering Online will deal with complaints within a reasonable period of time and will make commercially reasonable efforts to do so within a period of 14 (fourteen) days. This period commences on the date of receipt of the complaint by Toelevering Online. If the handling of a complaint is expected to take longer, Toelevering Online will make commercially reasonable efforts to inform Customer of this and also to state an indicative timeframe for handling the complaint.
- 19.4. In any case, Customer must give Toelevering Online 4 (four) weeks to resolve the complaint in mutual consultation. If the complaint cannot be solved within 4 (four) weeks, then the Customer is free to start a dispute procedure in accordance with the following article.

## **20. Governing law and disputes**

- 20.1. The Agreement, the Offer, the General Terms and Conditions and all legal acts and disputes resulting therefrom are exclusively governed by the laws of the Netherlands.
- 20.2. The applicability of the Vienna Sales Convention is excluded.
- 20.3. The competent court of the District Court of Overijssel in Almelo has exclusive jurisdiction to hear and decide any disputes between the Parties, unless mandatory law prescribes otherwise.

## **21. Miscellaneous**

- 21.1. In these General Terms and Conditions, the term 'in writing' also includes communication by email, provided that the identity of the sender and the integrity of the content of the communication have been sufficiently established.
- 21.2. Toelevering Online is at all times entitled to amend and/or supplement these General Terms and Conditions. The most recent General Terms and Conditions will be available on the Website or will be brought to the attention of the Customer during the performance of the Agreement. If the change in the General Terms and Conditions results in the performance to be provided by Toelevering Online deviating substantially from the performance promised by Toelevering Online, then the Consumer has the right to rescind the Agreement.
- 21.3. Toelevering Online is entitled to transfer its rights and/or obligations arising from the Agreement to third parties, on the understanding that Consumer then has the authority to rescind the Agreement. Customer is not entitled to transfer the rights and/or obligations arising from the Agreement to a third party.
- 21.4. Neither the General Terms and Conditions, nor the Agreement, nor any other agreement between Parties shall lead to any form of employment relationship, partnership or any other legal relationship between Parties.