

## **Terms and conditions business**

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### **Article 1 – Definitions**

The following definitions apply in these terms and conditions:

1. Day: calendar day;
2. Digital content: data that are produced and supplied in digital form;
3. Extended duration transaction: a distance contract relating to a series of products and/or services, whereby the obligation to supply and/or purchase is spread over a period of time;
4. Durable medium: every means – including emails – that enables a customer or trader to store information that is addressed to him in person in a way that facilitates its future use or consultation during a period that is in keeping with the objective for which the information is intended, and which facilitates the unaltered reproduction of the stored information;
5. Customer: the natural or legal person who acts in the exercise of his profession or business;
6. Trader: a natural or legal person who is a member of Thuiswinkel.nl and who offers products, (access to) digital content and/or services to customers from a distance;
7. Distance contract: a contract concluded between a trader and a customer within the framework of system organized for the distance sales of products, digital content and/or services, whereby sole or partly use is made of one or more techniques for distance communication up to and including the moment that the contract is concluded;
8. In writing: In these general terms and conditions, “in writing” also includes communication by e-mail and fax, provided that the identity of the sender and the integrity of the e-mail are sufficiently established;
9. Technique for distance communication: means that can be used for communication regarding the offer made by the trader and concluding a contract, without the necessity of the customer and trader being in the same place at the same time;
10. Website: the webshop of the trader on which products and services are offered that can be purchased by customers.

### **Article 2 – Identity of trader**

Name trader: Gorilla Grip BV  
Registered address: Nijverheidsweg 20, 7921 JJ, Zuidwolde, Netherlands  
Telephone number and time(s) at which the trader can be contacted by telephone: +31654244683  
Monday / Friday 7.30 – 16.30 local time.  
Email address: info@gorillagrip.nl  
Chamber of Commerce number: 69015902  
VAT identification number: NL857694467B01

### **Article 3 – Applicability**

1. These general terms and conditions apply to every offer made by a trader and to every distance contract that has been realized between a trader and a customer.
2. If the customer, on his order, confirmation or notification containing acceptance of provisions or includes conditions that deviate from or do not appear in the general terms and conditions, these will only be binding for the trader if expressly accepted in writing by the trader.
3. Prior to the conclusion of a distance contract, the text of these general terms and conditions will be made available to the customer. If this is not reasonably possible, the trader will indicate, before the distance contract is concluded, in what way the general terms and conditions are available for inspection at the trader's premises and that they will be sent free of charge to the customer, as quickly as possible, at the customer's request.
4. If the distance contract is concluded electronically, then, contrary to the previous paragraph, and before the distance contract is concluded, the customer will be provided with the text of these general terms and conditions electronically, in such a way that the customer can easily store them on a durable data carrier. If this is not reasonably possible, then before concluding the distance contract, the trader will indicate where the general terms and conditions can be inspected electronically and that at his request, they will be sent to the customer free of charge, either electronically or in some other way.
5. In cases where specific product or service-related terms and conditions apply in addition to these general terms and conditions, the second and third paragraphs apply by analogy and the customer can always invoke the applicable condition that is most favorable to him in the event of incompatible general terms and conditions.
6. If a provision in these general terms and conditions proves to be invalid, this will not affect the validity of the entire general terms and conditions. In that case, the parties will replace (a) new determination (s), by which as far as legally possible the intention of the original provision is given shape.

### **Article 4 – The offer**

1. If an offer is subject to a limited period of validity or is made subject to conditions, this will be explicitly mentioned in the offer.
2. The offer contains a complete and accurate description of the products, digital content and/or services being offered. The description is sufficiently detailed to enable the customer to make a proper assessment of the offer. If the trader makes use of illustrations, these will be a true representation of the products and/or services being offered.
3. The content of the website and the offer have been compiled with the greatest care. However, the trader cannot guarantee that all information on the website is correct and complete at all times. All prices, the offer, as well as other information on the website and other materials sourced from the trader are therefore with reservation to apparent programming and typing errors.

### **Article 5 – The contract**

1. The contract will be concluded at the moment at which the customer accepts the offer and the conditions thereby stipulated have been fulfilled.
2. If the customer has accepted the offer electronically, the trader will immediately confirm receipt of acceptance of the offer electronically. The customer can dissolve the contract as long as this acceptance has not been confirmed by the trader.
3. When the customer has accepted the offer, the trader has the right to revoke the contract within 3 working days after the acceptance. The trader informs the customer immediately if revocation occurs.

4. If the contract is concluded electronically, the trader will take suitable technical and organizational measures to secure the electronic transfer of data and he will ensure a safe web environment. If the customer is able to pay electronically, the trader will take suitable security measures.
5. If it appears that incorrect information has been provided upon acceptance or otherwise entering into the agreement by the customer, the trader has the right to only fulfill its obligation after the correct data is received.
6. The trader may obtain information – within statutory frameworks – about the customer's ability to fulfill his payment obligations, as well as about facts and factors that are important for the responsible conclusion of the distance contract. If that research gives the trader proper grounds for declining to conclude the contract, then he has a right, supported by reasons, to reject an order or application or to bind its implementation to special conditions. The trader, who rejects an application or makes special conditions based on the research, will share this as soon as possible but no later than 3 days after the conclusion of the agreement, stating reasons, also to the customer.

#### **Article 6 – The price**

1. All prices stated on the website and in other materials originating from the trader are exclusive of VAT (unless stated otherwise) and unless stated otherwise on the website, exclusive of other levies imposed by the government.
2. Contrary to the previous paragraph, the trader can offer products or services whose prices are bound to fluctuations in the financial market which the trader cannot influence, with variable prices. This bondage to fluctuations and the fact that any stated are target prices, will be stated in the offer.
3. The trader has the right from two weeks after the conclusion of the agreement to change agreed prices. The customer who does not agree with the change has the right to cancel the agreement without incurring any costs brought by the trader.
4. Any additional costs, such as delivery costs and payment costs, are stated on the website and in any case shown in the ordering process.

#### **Article 7 – Contract fulfilment and extra guarantee**

1. The trader guarantees that the products and/or services fulfill the contract, the specifications stated in the offer, the reasonable requirements of reliability and/or serviceability and the statutory stipulations and/or government regulations that existed on the date that the contract was concluded.
2. If the delivered product, service or digital content does not comply with the agreement (is defective or is delivered defective), the customer must notify the trader within in 3 working days after he could reasonably have discovered this. If the customer does not do this, he can no longer claim any form of repair, replacement compensation and/or refund in respect to this defect.
3. If the trader considers a complaint to be well-founded, the relevant products will be repaired, replaced or (partly) refunded, after consulting with the customer. The trader can refer the customer to a manufacturer or supplier.
4. The customer can return products on the basis of the provisions of this article. If there is proceeded to refund already paid amounts, the trader will refund these amounts within 30 days after receipt of products.
5. Manufacturers and/or suppliers may offer their own guarantees. These guarantees are not offered by the trader. If the trader chooses this, he can mediate the invocation of these guarantees by the customer.

#### **Article 8 – Supply and implementation**

1. As soon as the order has been received by the trader, the trader will send the products with compliance with the provisions of paragraph 3 of this article, as soon as possible.
2. The trader is entitled to engage third parties in the performance of the obligations arising from the agreement.
3. The delivery period is in principle 30 days, unless on the website or at the close of the agreement, is clearly shown differently. The choice of the carrier is for the trader.

4. If the trader is unable to deliver the products within the agreed term, he will notify the customer of this notification of the expected new delivery date. The customer then has the right to terminate the agreement and also the right to compensation for damage as a result of late or non-delivery to a maximum of one time the purchase price if the late or non-delivery is due to intent or gross negligence on the part of the trader. The customer informs the trader immediately after his notification of late or non-delivery whether he still wants fulfillment of the agreement or wishes to dissolve the agreement.
5. If not explicitly agreed otherwise, the risk of the products to be delivered is transferred to the customer as soon as they have been delivered to the specified delivery address. As the customer decides to retrieve the products, the risk passes upon transfer of the products.
6. If the customer or the third party designated by him on the agreed delivery time does not notify the delivery address is available to receive products, the trader is entitled to take the products back again. At an additional cost, the trader will arrange the products to be delivered again on another time and/or another day, to be determined by the customer. If delivery proves to be impossible, the payment obligation will not lapse and any additional costs, including additional costs for the return, will be charged to the customer.
7. If the ordered product(s) is no longer available, the trader will endeavor to offer similar products of similar quality to the customer. The customer is then entitled to dissolve the agreement free of charge.

#### **Article 9 – Extended duration transactions: duration, termination and prolongation**

##### *Termination:*

1. The customer has a right at all times to terminate an open-ended contract that was concluded for the regular supply of products (including electricity) or services, subject to the agreed termination rules and a period of notice that does not exceed two months.
2. The customer has a right at all times to terminate a fixed-term contract that was concluded for the regular supply of products (including electricity) or services at the end of the fixed-term, subject to the agreed termination rules and a period of notice that does not exceed two months.
3. The customer can cancel the agreements mentioned in the previous paragraphs in writing.

##### *Prolongation:*

4. A fixed-term contract that was concluded for the regular supply of products (including electricity) or services is tacitly renewed for the same duration as first agreed upon.
5. The aforementioned notice periods apply accordingly to terminations by the trader.

#### **Article 10 – Payment**

1. The customer must make payments to the trader according to the order procedure and possibly on the website specified payment methods. The trader is free in the choice of offered payment methods and these may also change from time to time. Unless otherwise agreed, in case of payment after delivery, a payment term of 14 days applies, starting on the day after delivery.
2. If the customer does not meet his payment obligation(s) on time, it is without one notice of default required, immediately in default by operation of law. The trader has the right to increase the amount due by the statutory interest and the trader is entitled to charge the customer for extrajudicial collection costs and any procedural costs.

#### **Article 11 – liability**

1. Barring intent or gross negligence, the total liability of the trader towards the customer due to an attributable shortcoming in the fulfillment of the agreement, limited to compensation of a maximum of the amount of the price stipulated for that agreement (including VAT). If there is continuing performance agreement, the liability referred to is limited to one compensation of the amount paid by the customer in the 3 months prior to the event causing the damaged for which the trader was responsible.

2. Liability of the trader towards the customer for indirect damage, including in any case – but not expressly limited to – including consequential damages, lost profits, lost savings, loss of data and damage due to business interruption is excluded.
3. The previous paragraphs do not apply to damage suffered by the customer in the resale of products by the customer purchased from the trader to consumers, as a result of the fact that the latter are one or more of them towards the customer due to a shortcoming in those products has exercised legal rights in respect of that shortcoming.
4. Insofar as compliance is not already permanently impossible, the liability of the trader towards the customer due to an attributable shortcoming in the fulfillment of an agreement only after the customer has immediately and properly issued a written notice of default to the trader, setting a reasonable period to remedy the shortcoming, and also following the trader expiry of that period continuous to fail to fulfill its obligations. The notice of default must contain a, as detailed as possible, description of the shortcoming, so that the trader is able to respond adequately.
5. A condition for the existence of any right to compensation is always that the customer notifies the trader in writing of the damage as soon as possible, but no later than 14 days after the occurrence of the damage.
6. In case of force majeure, the trader is not obliged to pay any compensation to the customer caused damage.

#### **Article 12 – Retention of title**

1. As long as the customer has not made full payment for the entire agreed amount, remain all delivered goods are the property of the trader.

#### **Article 13 – Complaints procedure**

1. The trader provides for a complaints procedure, that has been given sufficient publicity, and will deal with a complaint in accordance with this complaints procedure.
2. A consumer who has discovered shortcomings in the implementation of a contract must submit any complaints to the trader without delay, in full and with clear descriptions.
3. A reply to complaints submitted to the trader will be provided within a period of 14 days, calculated from the date of receipt. If it is anticipated that a complaint will require a longer processing time, then the trader will reply within 14 days, confirming receipt and indicating when the consumer can expect a more elaborate reply.

#### **Article 14 – Disputes**

1. Contracts entered into between a trader and a consumer, and which are subject to these general terms and conditions are subject only to Dutch law.
2. If disputes arise as a result of the agreement that cannot be settled amicably, they will be submitted to the competent court of the district where the trader is located. The trader and customer can agree on their settle disputes by binding advice or arbitration.