

1. Validity

- 1.1 The following terms and conditions shall at all times apply to all legal relationships under which we (Klein Kromhof Houtvezels B.V. and/or Jekro B.V.) have performed work and/or supplied goods. The General Terms and Conditions shall in any case form part of all contracts to which we are a party and to all negotiations (the pre-contractual phase) we are involved in and that precede any legal relationship/contract. These conditions shall also apply to distance contracts.
- 1.2 Prior to concluding a distance contract, the conditions shall be made available to the other party. If this is not reasonably possible, we shall specify how the General Terms and Conditions can be inspected at our premises prior to the conclusion of the remote contract, and that, at the request of the other party, they will be forwarded to the other party free of charge and without delay.
- 1.3 If the distance contract is concluded electronically, contrary to the previous paragraph and prior to the conclusion of the remote contract, the text of these General Terms and Conditions may be made provided to the other party by electronic means in such a manner that it can be easily stored by the other party on a durable data carrier. If this is not reasonably possible, we will specify how the General Terms and Conditions can be inspected by electronic means prior to the conclusion of the remote contract, and that, at the request of the other party, they will be forwarded by electronic or other means to the other party free of charge.
- 1.4 The following terms and conditions shall exclusively continue to apply even if the stationery, invoices and/or other documents originating from the other party refer to or state that its or their general terms and conditions apply. Unless agreed in writing, the applicability of the general terms and conditions or provisions of the other party or third parties is excluded. If a conflict arises between the terms and conditions below and the provisions in the contract, the provisions in the contract shall prevail.
- 1.5 Additions, amendments, further agreements or arrangements, deviating stipulations to the contract or these General Terms and Conditions whereby we enter into obligations or agree to a lower sales price, are only valid between the parties if these have been confirmed by us in writing. We reserve the right at all times not to invoke the provisions set forth in these General Terms and Conditions.
- 1.6 The authority of our representatives does not extend beyond what is considered common practice. Our representatives do not have the authority to deviate from these terms and conditions except pursuant to express written authorization to be granted separately for each contract. If any circumstance arises in the future that is not, no longer, not fully or no longer fully provided for in a contract between the parties that is subject to the General Terms and Conditions, the parties shall in mutual consultation endeavor to find a solution that does justice to the interests of both parties to the extent possible, according to the principles of reasonableness and fairness.
- 1.7 Amendments to these Terms and Conditions shall only be effective after they have been published in the appropriate manner, provided that, in the event of applicable amendments during the term of an offer, the provision that is most favorable to the consumer shall prevail.

2. Quotation and Order

- 2.1 Our quotations and price lists are non-binding. All quotations are valid for the term stated in the quotation. If no term is specified, the quotation shall be valid for 20 calendar days. We may extend the validity of a quotation by means of a written communication to the other party, which shall also state the duration of the extension.
- 2.2 The offer contains a complete and accurate description of the products, digital content and/or services offered. The description is sufficiently detailed to allow the other party to properly assess the offer and to make a binding order. The offer does not bind us. Each offer contains information that makes it expressly clear that the other party what the rights and obligations are that are associated with the acceptance of the offer.
- 2.3 Images and descriptions, sizes and weights in our price lists, brochures, quotations or similar documents are not binding on us. Unless expressly stated, we do not guarantee fitness for the intended use. Fitness of the delivered product for a certain application shall be at the risk of the other party. We shall not be liable for errors in and deviations from images, drawings, listed sizes and weights stated in official price lists and offers (quotations) and/or order confirmations – by whatever name – and we shall not be obliged to compensate for any damage of whatever nature and for whatever reason.
- 2.4 All documents provided by us, as well as copies made thereof, in particular drawings, plans, product and work descriptions, shall remain our inalienable property, as well as the right to use these and must be returned to us at our first request, whilst these documents may not be copied or disclosed to third parties without our written permission.
- 2.5 The other party warrants us at all times that use of the data provided by the other party or otherwise shall not put us in contravention of statutory regulations or protected rights of third parties. The other party indemnifies us fully for all direct or indirect consequences of claims that third parties may make on us on account of violation of the warranty referred to in this point.
- 2.6 Orders – even if received through our representative – shall be deemed accepted only when confirmed by us in writing or performed by us after receipt. In case of sales ex-warehouse, the invoice may replace the written confirmation.
- 2.7 Subject to the provisions of paragraph 11, the distance contract is concluded once the other party has accepted the offer and has fulfilled the associated conditions.
- 2.8 If the other party has accepted the offer by electronic means, we shall immediately confirm the receipt of the acceptance of the offer electronically. Until receipt of acceptance has been confirmed, the other party may disavow the contract.
- 2.9 If the contract is concluded electronically, we shall implement appropriate technical and organizational measures to protect the electronic transfer of data and shall ensure a secure web environment. If the other party can pay by electronic means, we shall implement appropriate security measures to that end.
- 2.10 We reserve the right to refuse an order if the order can be made subject to our payment obligations, as well as in respect of all those facts and factors considered important for responsibly entering into the distance contract. If we have good reasons not to enter into the distance contract based on this investigation, we shall be entitled to refuse an order or request with reasons or to attach special conditions to its performance.
- 2.11 We will send the following information to the other party, in writing or in such a manner that it can be stored by the other party in an accessible manner on a durable data carrier, at the latest upon delivery of the product, service or digital content:
- a. the visiting address of our establishment where the other party can lodge complaints;
 - b. the conditions under which and the manner in which the other party can exercise the right of withdrawal, or a clear communication regarding the exclusion of the right of withdrawal;
 - c. the information on warranties and after-purchase service;
 - d. the price including all taxes of the product, service or digital content; where applicable the cost of delivery; and the method of payment, delivery or performance of the distance contract;
 - e. the requirements for termination of the distance contract if the contract has a duration of more than one year or is of indefinite duration;
 - f. if the other party has a right of withdrawal, the model withdrawal form.

In the case of a continuing performance contract, the provision of this paragraph applies only to the first delivery.

3. Prices

- 3.1 Unless otherwise agreed, our prices are ex warehouse or ex works, in case of supply. Prices are exclusive of any freight, import and export duties, terminal, storage, surveillance, transport, insurance, examination and clearance costs, taxes or other levies due in connection with the contract, even if they are introduced or increased after the contract shall be borne by the other party, as well as the consequences of changes in exchange rates.
- 3.2 If no price has been agreed (yet), the prices and rates applied by us at the time of delivery shall be charged to the other party.
- 3.3 The prices stated in quotations, contracts and other documentation are based on the cost factors applicable at the time of conclusion of the contract, including, but not limited to, raw material prices, wages, transport costs, taxes and levies.
- 3.4 If we reserve the right to change the agreed prices if one or more of these cost factors increase or decrease significantly after conclusion of the contract, even if such change was foreseeable.
- 3.5 We are entitled to adjust the prices from time to time. Unless otherwise agreed, indexation shall occur annually on January 1st.
- 3.6 If, after the conclusion of the contract, changes in legislation and regulations result in an increase in costs, such as but not limited to increases in VAT, import duties or environmental levies, we may pass on this increase directly to the other party.
- 3.7 In such a case, the other party does not have the right to terminate the contract, unless the price increase is implemented within three months after the conclusion of the contract and the law grants the other party the right to terminate the contract.
- 3.8 In respect of contracts for an indefinite period or contracts with a term exceeding 12 months, we reserve the right to change the prices in the interim.
- 3.9 We shall inform the other party of a proposed price change in writing or electronically at least 30 days in advance.
- 3.10 If the price increase is more than 15%, the other party shall be entitled to terminate the contract free of charge within 14 days after it has been informed thereof, unless the price increase arises from a statutory obligation, without us being obliged to pay damages for any cause whatsoever to the other party.
- 3.11 If specific price agreements have been laid down in an individual contract, these shall prevail over the General Terms and Conditions.
- 3.12 Discounts or price agreements are always one-off and shall not grant any rights for future contracts.

4. Creditworthiness

- 4.1 Once we have accepted an order in whole or in part, the other party shall be obliged – which obligation forms an integral part of the contract – to provide us, if requested, with proof of their creditworthiness, either prior to delivery or thereafter, as surety for the fulfillment of all their obligations and to our satisfaction, which security may be furnished by, for instance, a cash deposit, a bank guarantee, an assignment, the provision of a pledge or mortgage right, etc. The size, amount and type of the appropriate security to be furnished by the other party shall be determined by the debtor. The obligation to furnish security referred to in this paragraph shall also apply to the obligation to pay damages in the event that we claim compensation from the other party for damages resulting from the complete or partial non-performance of the contract attributable to the other party. If the other party fails to furnish a security or securities, we shall not be obliged to fulfill or to continue to fulfill our obligations vis-à-vis the other party, under current contracts, without prejudice to our right to take legal action to claim fulfillment of the contract or payment of the monies due under the contract, as well as damages and/or the security/securities.

5. Delivery

- 5.1 All deliveries are subject to retention of title as further set out in Article 6. Delivery shall be understood to mean: placing the goods under the control of the other party or an assistant who collects the goods on behalf of the other party.
- 5.2 All goods delivered to the other party shall be at the risk of the other party from the moment of delivery. The same applies from the moment at which the other party is in default of performing the acts he/she required in order to cooperate in the delivery. The other party shall be in default if he/she fails to take delivery of the goods at the place of delivery immediately after expiry of the agreed delivery date. The other party shall (cause) to provide sufficient resources and personnel required to ensure the smooth and uninterrupted unloading of the goods and to proceed by receipt on the part of the other party, including storage of the goods not taken delivery of, shall be for the account and risk of the other party. In all contracts and under all circumstances, including in the case of free delivery, our warehouses or, in the case of delivery on supply by third parties, the warehouses or factories of this third party/third parties shall be considered the place of delivery. The date of delivery shall be the date of the consignment bill, which is the date on which the delivery is made, either by us or by a third party or third parties as referred to above – or in the absence thereof the time at which the shipment commenced – except in the case of collected goods, in which case the date shown on the delivery note shall apply.
- 5.3 We shall be free in choosing the cargo, means of transport and forwarder/carrier, unless otherwise agreed. The risk in the goods to be delivered to the other party shall be for the other party for the entire duration of the transport until the moment of delivery to the other party, including in the case of free delivery and irrespective of any provisions to the contrary on the transport document. We shall be entitled to charge the other party a fee for sustainable packaging of materials, which will be stated on the invoice. Loading or filling of transport equipment and/or packaging provided by the other party shall be for the account and risk of the other party, even if this is carried out by us and/or if we have provided the other party with advice regarding the equipment or packaging or if further work has been carried out. We shall be entitled to refuse to load or fill equipment and packaging which, in our opinion does not meet the requirements to be set in the context of safety and reasonableness. In the event of such refusal, we shall not be liable for the consequences arising from the delay. The third party or parties referred to in this article shall have the same rights and obligations as stated here.
- 5.4 We reserve the right to increase or reduce the order or more than 10% for technical production reasons or because of the packaging unit of a relevant article, without notifying the other party thereof. The other party shall also be obliged to pay the price of the modified quantity delivered.
- 5.5 The other party shall be obliged to inspect the delivered goods immediately after delivery in respect of quantity, quality, specification and all other differences to what was agreed.
- 5.6 Delivery times are approximate only. Exceeding these shall not give the other party the right to terminate the contract, refuse payment or otherwise not meet their obligations. Nor does exceeding the delivery times oblige us to compensate for damages, of whatever nature and on whatever grounds.
- 5.7 We shall be entitled to deliver an order in several parts. In the latter case, we shall be entitled to invoice each partial delivery to the other party separately and to demand payment for it. If and as long as a partial shipment is not paid for by the other party, we shall not be obliged to deliver the next partial shipment, but shall be entitled, at our discretion, to suspend or dissolve the contract to the extent that it has not yet been performed, without legal intervention and without any notice of default on the part of the other party being required, without prejudice to our other rights, including our right to compensation for damages.

6. Retention of Title

- 6.1 All goods delivered and to be delivered shall remain our sole property, until all claims on the other party we have or will have in the future have been paid in full, including in any case the claims referred to in Section 3:92 paragraph 2 of the Dutch Civil Code, to interest and extrajudicial and judicial costs.
- 6.2 If the other party forms a new good from the goods delivered by us, which are subject to a retention of title, he/she acts on our behalf in that formation and shall keep custody of this good on our behalf. He/she will become the owner only once the retention of title lapses after all our claims have been settled.
- 6.3 As long as ownership of the goods has not been transferred to the other party, it may not pledge the goods or grant third parties any other right to them, except within the ordinary course of its business. At our first request, the other party shall undertake to cooperate in the establishment of a pledge on the claims that the other party owns or may obtain on its customers arising from the resale of goods, insofar as we have claims on the other party that are referred to in paragraph 6.1 and we have delivered goods to the other party that are not subject to a retention of title, the other party establishes a non-possessory pledge on these goods to our benefit as security for the fulfillment of its obligations, and we will accept this non-possessory pledge as security for fulfillment of its obligations. In all the aforementioned cases, the other party will sign a deed establishing the pledge at our first request. It shall ensure that it is authorized to pledge the goods and that, apart from our rights no right of pledge and/or limited rights are attached to the goods.
- 6.4 The other party shall be obliged to keep the goods delivered under retention of title with due care and as our identifiable property. The other party shall treat the goods referred to in this article with due diligence. It shall insure the goods against all contingencies on the basis of the invoice value. At our first request, the other party shall provide us with names and addresses of the insurers and copies of the policies. Furthermore, at our first request, the other party shall, where this has not already occurred by operation of law, establish an undisclosed pledge to our benefit on its claims it has in this respect on the insurer.
- 6.5 We shall be entitled to repossess the goods that have been delivered under retention of title and continue to be held by the other party if the other party defaults on fulfilling its payment obligations or has or runs the risk of having payment difficulties. At all times, the other party shall grant us free access to its premises and/or buildings in order to inspect the goods and/or for exercising our rights.
- 6.7 The aforementioned provisions leave all other rights accruing to us unimpaired.

7. Payment

- 7.1 The sums that must be paid to us by the other party on the basis of any legal relationship (e.g., contract) shall be immediately payable in full upon establishment of the legal relationship. To the extent that the sums are not payable in accordance with the foregoing, the sums shall be immediately payable in full upon full or partial delivery of the goods.
- 7.2 Insofar as the amounts owed to us by the other party have not yet become due and payable pursuant to the foregoing, then payment of our invoices must in all cases be made within 8 days of the invoice date. Complaints relating to invoices must be received by us in writing within 8 days of the invoice date. After expiry of the aforementioned term, the invoice shall be considered as irrevocably and unconditionally accepted by the other party. Any legal action in this respect must be brought within one year after the timely filing of a complaint, on pain of expiry.
- 7.3 In case payment is not, not timely or not fully made in accordance with the aforementioned paragraphs, the other party shall be in default without notice of default being required to that effect. In case of default, as in case of application of the suspension of payment or in case of bankruptcy or liquidation of the company of the other party, the other party shall owe us interest of 1% per month over the sums owed to us or the other party shall owe us the statutory (commercial) interest in accordance with Section 6:119a of the Dutch Civil Code, whichever is greater. In that case we shall also be entitled to dissolve all current contracts with the other party in whole or in part, without any legal intervention. The other party shall be obliged to reimburse us for all resulting costs and damages incurred by us. Furthermore, any credit granted shall expire and all sums due on the basis of the other legal relationships (e.g., contracts) shall become immediately due and payable.
- 7.4 In case of default, as well as in case of the other circumstances specified in Article 7.3, all extrajudicial costs – including in any case all costs of the authorized representative – and/or legal costs incurred by us in connection with respect to establishing damages and claims to amount to settlement, as well as costs incurred to prevent or limit damage as a result of events to which the liability applies, the interest on the principal sum and the other costs – over and above to the principal sum shall become immediately due and payable. The extrajudicial costs shall in any case be equal to the actual costs involved to us for legal assistance, or shall amount to 15% of the principal sum with a minimum of €500, plus interest, advance sums incurred and taxes due.
- 7.5 The mere fact that we have secured the assistance of a third party is evidence of the extent of the claim and the obligation to pay extrajudicial costs.

7.6 If we file for bankruptcy of the other party, the other party shall be liable for the costs of the bankruptcy petition in addition to the principal sum, interest and extrajudicial collection costs.

7.7 If we are wholly or partially successful in legal proceedings, all costs incurred by us in connection with the litigation shall be for the account of the other party, notwithstanding any partial award of costs.

7.8 The payments to be made by the other party shall be made without deduction, suspension, compensation, set-off, extinguishment of debt, of whatever nature and on whatever account. The other party expressly waives these rights.

7.9 When selling products to consumers, general terms and conditions may never require the consumer to pay more than 50% in advance. Where advance payment has been stipulated, the consumer may not assert any rights regarding the performance of the relevant order or service(s) before the advance payment agreed upon has been made.

7.10 The consumer has an obligation to immediately report to the entrepreneur any inaccuracies in payment information provided or stated.

8. Force Majeure

- 8.1 In any case of force majeure, we shall be entitled to rescind the contract in whole or in part for the part not performed or to suspend performance for the duration of the force majeure. Force majeure includes: fire, strike, lockouts, sabotage, civil commotion, riots, mobilization, war, threat of war, state of war, state of siege, congestion, blockage of traffic on land, on water or in the air, flooding, ice conditions and other delay during transport, a government measure due to a pandemic or epidemic or otherwise, unforeseen consequences as a result of, among other things, COVID or similar outbreaks, economic force majeure and obligations imposed by the EU, excessive price increase of energy and raw materials, power interruptions, non-functioning or improper functioning of the telephone/internet (network) and other means of communication or operating assets (computers, etc.), bankruptcy or suspension of payments of contractors and the full or partial default of third parties from whom goods or services are contracted, without us being obliged to demonstrate their effect on the impediment or delay.
- 8.2 Furthermore, force majeure applies in the event that we order the goods to be delivered from a third party and this third party fails to deliver for whatever reason. In case materials are ready but cannot be transported to the place of destination owing to reasons beyond our control, we shall be entitled to store such materials for risk and account of the other party and demand payment for such storage.
- 8.3 The occurrence of force majeure shall suspend our obligations under the contract for the duration of such force majeure, without us being liable to pay any compensation in this respect. The other party shall never be entitled to suspend payment obligations on the basis of force majeure.

9. Complaints/Warranties/Liability

- 9.1 Complaints of whatever nature and of whatever nature shall not suspend the other party's payment obligation. We only consider complaints if they are submitted to us by registered letter or email within 8 days of delivery of the goods. After expiry of the aforementioned term, the delivered goods shall be deemed to have been irrevocably and unconditionally accepted by the other party. Any legal claims shall be brought before the court within one year after the timely filing of a complaint, on pain of expiry. Proof of timely submission of the complaint to the entrepreneur shall be able to prove the correctness of their claim only on the basis of the goods, while the burden of proof that these goods are the same as those delivered by us and that these are in the same condition as when they left our warehouse or the factory of a third party lies with the other party. We shall only accept goods that have been returned on our request and a respective complaint of which they have been found to be justified by us. Goods shall always be returned for risk and account of the other party. In the event of a complaint proved by the other party and found to be justified by us, we may, at our discretion, repair, replace or credit the other party for the parts or goods to which the complaint relates, to the exclusion of any other right of the other party to compensation.
- 9.2 Under no circumstances, including force majeure, complaints, failure to comply with any existing obligation, wrongful act, incorrect advice, etc. shall we be obliged to pay any damages and/or penalties of any kind or for any reason whatsoever. To the extent that it is established in court that the aforementioned full exclusion of liability cannot be upheld, the following shall apply:
- we shall at most and exclusively be liable for a maximum amount of €10,000 in total, whereby the following applies if this exclusion cannot be upheld by law;
 - the amount to be paid by us with regard to the damages and/or penalty shall never exceed the amount stated in the invoice for the relevant good(s), including in the event that the other party cannot claim payment from our liability insurer, whereby the following applies if this exclusion cannot be upheld by law;
 - the amount to be paid by us in respect of compensation and/or penalty will and can never exceed the amount for which the liability insurance effected by us actually gives indemnity to us.
- 9.3 In all cases, however, we shall never be liable for indirect damage, consequential damage, immaterial damage, trading loss, environmental damage, damage due to loss of profit or damage as a result of liability towards third parties.
- 9.4 If we have ordered certain raw materials for our goods from one or several third parties and one or several of these third parties have supplied us with raw materials that deviate in one or more aspects from what we ordered, in no event shall we be liable for any damage that has been or may be caused to the other party and/or its customers as a result of the use of these raw materials for our goods. In such cases we cannot and may never be held liable by the other party on account of product liability pursuant to Sections 6:185 et seq. of the Dutch Civil Code. In case of such damage, the other party shall also indemnify us for all claims of its customers against us pursuant to Sections 6:185 et seq. of the Dutch Civil Code.

10. Time Limit

- 10.1 Unless otherwise provided in these General Terms and Conditions, all rights of action and other powers of the other party vis-à-vis us for whatever reason shall lapse after one year from the time the other party became aware or could reasonably have become aware of the existence of the rights and powers.

11. Disputes

- 11.1 Any disputes, including those only designated as such by one of the parties, shall be exclusively adjudicated by the competent court of the District Court of Overijssel, Alcamo Leloe.
- 11.2 All of our offers and quotations and all contracts entered into between us and the other party and the performance thereof shall be exclusively governed by Dutch law.
- 11.3 The applicability of the Vienna Sales Convention is excluded.
- 11.4 In the event of a conflict between this text and a text of these terms and conditions written in another language, the Dutch text shall prevail.
- 11.5 Disputes between the consumer and us regarding the conclusion or performance of contracts relating to products and services delivered or to be delivered by us may be submitted by both the consumer and us, with due observance of the provisions below, to the following disputes committee: Geschillencommissie Thuiswinkel, PO Box 90600, 2509 LP The Hague (www.sgc.nl). The Disputes Committee mediates in a dispute only if the consumer has first submitted his complaint to us within a reasonable time. If the complaint does not result in a solution, the dispute must be submitted to the Disputes Committee in writing or in another form to be determined by the Committee no later than 12 months after the date on which the consumer submitted the complaint to the entrepreneur.
- 11.6 If the consumer wishes to submit a dispute to the Disputes Committee, we shall be bound by this choice. Preferably the consumer will first report this to us. If we wish to file a dispute with the Disputes Committee, the consumer must state in writing, within five weeks after a written request to that effect by us, whether he so desires or wishes the dispute to be dealt with by the competent court (paragraph 1). If we do not accept the choice of the consumer within the period of five weeks, we shall be entitled to file the dispute with the competent court.
- 11.7 Rulings of the Disputes Committee are subject to the conditions as stipulated in the regulations of the Disputes Committee (www.degeschillencommissie.nl/over-ons/de-commissie).
- 11.8 The Disputes Committee shall not deal with a dispute or will cease their intervention if we have been granted a suspension of payments, if we have become bankrupt or if we have effectively terminated our business activities, before a dispute has been dealt with by the Committee at the hearing and a final ruling has been rendered.

12. Right of Withdrawal (Applies to Consumers Only)

- 12.1 The consumer may terminate a distance contract relating to the purchase of a product during a cooling-off period of 30 days without giving reasons. We may ask the consumer about the reason for withdrawal, but may not oblige the consumer to state their reason(s).
- 12.2 The cooling-off period referred to in paragraph 1 starts on the day after the consumer, or a third party designated in advance by the consumer, who is not the carrier, has received the product, or:
- a. if the consumer has ordered multiple products in the same order: the day on which the consumer, or a third party designated by the consumer, has received the last product. We may refuse an order of multiple products with different delivery times, provided we have clearly informed the consumer regarding this prior to the ordering process;
 - b. if the delivery of a product consists of several shipments or parts: the day on which the consumer, or a third party designated by the consumer, has received the last shipment or part;
 - c. in the case of contracts for regular delivery of products during a given period: the day on which the consumer, or a third party designated by the consumer, has received the first product.
- For services and digital content not supplied on a tangible medium:
- 12.3 A consumer may terminate a distance contract for services and a contract for the supply of digital content not supplied on a tangible medium for 30 days without giving any reason. We may ask the consumer about the reason for the withdrawal, but may not oblige the consumer to state their reason(s).
- 12.4 The cooling-off period referred to in paragraph 3 commences on the day following the conclusion of the distance contract.
- Extended cooling-off period for products, services and digital content not supplied on a tangible medium in case of failure to inform about right of withdrawal:
- 12.5 If we have not provided the consumer with the legally required information regarding the right of withdrawal or the model withdrawal form, the cooling-off period expires twelve months after the end of the original cooling-off period determined in accordance with the previous paragraphs of this article.
- 12.6 If we have provided the information referred to in the previous paragraph to the consumer within twelve months after the effective date of the original cooling-off period, the cooling-off period expires 30 days after the day on which the consumer received that information.

13. Obligations of the Consumer During the Cooling-Off Period

- 13.1 During the cooling-off period, the consumer shall handle the product and its packaging with care. He shall only unpack or use the product to the extent necessary to establish the nature, characteristics and operation of the product. The basic principle is that the consumer may only handle and inspect the product as he would be permitted to do in a store.
- 13.2 The consumer shall be liable for any diminished value of the goods only where that results from handling of the goods beyond the permissible scope of paragraph 1.
- 13.3 The consumer shall not be liable for diminished value where we have not provided him with all legally required information regarding the right to withdraw before or upon conclusion of the contract.

14. Exercise of the Right of Withdrawal by the Consumer and Associated Costs

- 14.1 If the consumer exercises his right of withdrawal, he shall notify the entrepreneur within the cooling-off period using the model withdrawal form or otherwise in an unequivocal manner.
- 14.2 As soon as possible, but within 14 days from the day following the notification referred to in paragraph 1, the consumer shall return the product or hand it to us or one of our authorized representatives. This is not required if we have offered to collect the product. The consumer shall be deemed to have complied with the return period if he returns the product before the cooling-off period has expired.
- 14.3 The consumer shall return the product with all delivered accessories, if reasonably possible in its original condition and packaging, and in accordance with the reasonable advice by the entrepreneur provided to the consumer.
- 14.4 The risk and burden of proof for having exercised the right of withdrawal properly and within the cooling-off period rests with the consumer.
- 14.5 The consumer shall bear the direct costs of returning the product. If we have failed to communicate that the consumer must bear these costs or if we indicate that we will bear the costs, the consumer will not need to bear the costs of return shipment.
- 14.6 If the consumer withdraws after having first expressly requested to start performing the service where it is not put up for sale in a limited volume or a set quantity during the cooling-off period, the consumer shall owe us a sum that is proportionate to the part of the commitment that has been fulfilled by us at the moment of withdrawal, compared to the total commitment.
- 14.7 The consumer shall bear no cost for the performance of services where they are not put up for sale in a limited volume or set quantity if:
- a. we have not provided the consumer with the legally required information on the right of withdrawal, the reimbursement of costs in the event of withdrawal or the model withdrawal form; or;
 - b. the consumer did not expressly request the commencement of the performance of the service during the cooling-off period.
- 14.8 The consumer shall bear no cost for the full or partial delivery of digital content not delivered on a tangible medium if:
- a. he has not expressly consented prior to its delivery, to the commencement of the performance of the contract before the end of the cooling-off period;
 - b. he did not acknowledge having lost his right of withdrawal when giving his consent; or
 - c. we have failed to confirm this statement made by the consumer.
- 14.9 If the consumer exercises his right of withdrawal, all additional contracts shall be dissolved by operation of law.

15. Obligations of the Entrepreneur in the Event of Withdrawal

- 15.1 If we enable the notification of withdrawal by the consumer via electronic means, we shall send a confirmation of receipt promptly after receiving this notification.
- 15.2 We will reimburse all payments made by the consumer, including any delivery costs charged by us for the returned product, without delay but within 14 days following the day on which the consumer notifies us of the withdrawal. Except where we offer to collect the product, we may refuse reimbursement until we have received the product or until the consumer proves that he has returned the product, whichever is the earliest.
- 15.3 We will use the same means of payment used by the consumer for reimbursement, unless the consumer agrees to a different method. Repayment will take place at the latest by the end of the month following the day on which the consumer notified us of his withdrawal.
- 15.4 If the consumer has chosen a more expensive method of delivery than the cheapest standard delivery, we are not required to refund the additional costs for the more expensive method.

16. Exclusion of Right of Withdrawal

- We may exclude the following products and services from the right of withdrawal, but only if we clearly stated this with our offer or at least in good time prior to the conclusion of the contract.
- 16.1 Products or services the price of which is dependent on fluctuations in the financial market which are not under our control and which may occur within the cooling-off period.
- 16.2 Contracts concluded during a public auction. A public auction is understood to mean a method of sale in which products, digital content and/or services are offered by us to consumers who attend or are given the opportunity to attend the auction in person, under the direction of an auctioneer, and in which the successful bidder is obliged to purchase the products, digital content and/or service;
- 16.3 Service contracts, after full performance of the service, but only if:
- a. the performance commenced with the express prior consent of the consumer; and
 - b. with the acknowledgment that he will lose his right of withdrawal once we have fully performed the contract;
- 16.4 Service contracts for provision of accommodation, if the contract provides for a specific date or period of performance and other than for residential purposes, carriage of goods, car rental services and catering;
- 16.5 Contracts relating to leisure activities, if the contract provides for a specific date or period of performance thereof;
- 16.6 Products manufactured according to consumer specifications, which are not prefabricated and which are manufactured on the basis of an individual choice or decision by the consumer, or which are clearly intended for a specific person;
- 16.7 Products that spoil quickly or have a limited shelf life;
- 16.8 Sealed products that are not suitable for return for health or hygiene reasons if their seal has been removed after delivery;
- 16.9 Products which by their nature have been irrevocably mixed with other products after delivery;
- 16.10 Alcoholic beverages the price of which was agreed upon conclusion of the contract, but which can be delivered no earlier than 30 days after conclusion of the contract and whose current value depends on fluctuations in the market beyond our control;
- 16.11 Audio or video recordings or computer software in a sealed package if the seal has been removed after delivery;
- 16.12 Newspapers, periodicals or magazines with the exception of subscription contracts;
- 16.13 The supply of digital content other than on a tangible medium, but only if:
- a. the performance commenced with the express prior consent of the consumer; and
 - b. with the acknowledgment that he will lose his right of withdrawal as a result.