

GENERAL WEBSHOP TERMS AND CONDITIONS - 2022

General Terms and Conditions of Sale of AB Marine Service registered in Hemelum.

Article 1: Definitions

In these general terms and conditions, the terms below will be defined as follows:

- a. the entrepreneur: the natural person, legal entity or partnership, acting in the capacity of a profession or business, which applies these webshop terms and conditions;
- b. the consumer: every natural person who - not acting in the capacity of a profession or business - enters into an agreement with the entrepreneur as referred to under c);
- c. the agreement: the sales agreement concluded remotely whereby the entrepreneur undertakes to supply one or more items of movable property and the consumer undertakes to pay a monetary sum for them.
- d. the offer: the entrepreneur's offer, the purpose of which is to conclude an agreement as referred to under c) of this article.

Article 2: Applicability

- 2.1 These conditions apply to all offers made by the entrepreneur to the consumer and to all agreements concluded with the consumer.
- 2.2 In the event the contents of the agreement concluded between the entrepreneur and the consumer conflict with these general terms and conditions, the provisions of the agreement will take precedence.

Article 3: The offer

- 3.1 The offer is non-binding.
- 3.2 The images and photographs used depict the appearance of the products as truthfully as is reasonably possible. A product that displays minor deviations from the appearance of that product in the images and photos nonetheless conforms to the agreement in spite of these deviations.
- 3.3 The entrepreneur is not bound by obvious mistakes or errors in the offer.

Article 4: Inaccuracies in information provided

- 4.1 The consumer bears the risk for damage resulting from inaccuracies in information provided by or on behalf of the consumer.
- 4.2 The provisions of the previous paragraph do not alter the fact that the entrepreneur is obliged to notify the consumer of inaccuracies if they should reasonably be aware of these, if they are relevant to the fulfilment of the agreement, if they become apparent to the entrepreneur before or during the fulfilment of the agreement and if the entrepreneur should be considered an expert with respect to these inaccuracies.

Article 5: Delivery time and transfer of risk

- 5.1 The entrepreneur will deliver the products no later than thirty days after the conclusion of the agreement. The parties may make other agreements in this regard.
- 5.2 When the entrepreneur delivers or has products delivered to the consumer, the product is at the consumer's risk once the consumer or third party designated by the consumer who is not the carrier has received the product.
- 5.3 In the event the consumer has designated a carrier and the entrepreneur does not offer the choice of carrier; the risk is transferred to the consumer once the carrier has received the product.

Article 6: Payment

- 6.1 Payment will be made to an account designated by the entrepreneur.
- 6.2 Unless otherwise agreed, payment is to be executed as follows:
 - a. For payments in instalments: 50% of the total amount due at the conclusion of the agreement and 50% upon delivery.
 - b. For payments after delivery: payment is due within 14 days of delivery. In the event of the separate delivery of multiple products from the same order, the payment term starts on the day the last product is delivered to the consumer.

Article 7: Right of withdrawal

- 7.1 The consumer has the possibility to dissolve the agreement without being required to provide reasons for a period of 14 days (the 'reflection period'), unless it involves a product for which there is no right of dissolution, as set out in the third and fourth paragraphs of this article.
- 7.2 The reflection period begins:
 - a. the day after the product is received by the consumer or a representative designated by the consumer who is made known to the entrepreneur beforehand;
 - b. the day the consumer receives the last product in the case of the separate delivery of multiple products from the same order;
 - c. the day the last shipment or partial shipment is received in the case of the delivery of a product consisting of several shipments or partial shipments.
 - d. the day on which the consumer or a third party designated by the consumer who is not the carrier receives the first item in the case of an agreement stipulating the regular delivery of products during a specific period.
- 7.3 The consumer has no right of dissolution in the case of the delivery of:
 - a. products the entrepreneur has created pursuant to the consumer's specifications that are not prefabricated and are manufactured on the basis of an individual choice or decision on the part of the consumer;
 - b. products that are clearly intended for a specific person;
 - c. products that, after delivery, are by their nature irrevocably intermingled with other products.
- 7.4 Supplementary to Article 7.3, the consumer also has no right of dissolution in the other cases provided for in the law.

Article 8: Exercising the right of withdrawal

- 8.1 The consumer can exercise their right of withdrawal by:
 - a. filling in and returning the standard withdrawal form supplied by the entrepreneur;
or
 - b. sending another explanation to the entrepreneur that clearly indicates their desire to withdraw.
- 8.2 The consumer will return or deliver the product they have received to the entrepreneur or to a person authorised by the entrepreneur to receive the product and must do so as soon as possible but no later than 14 days after submitting the notice of withdrawal.
- 8.3 The consumer will bear the direct costs of returning the product.
- 8.4 If the consumer exercises their right of withdrawal, all additional agreements will be dissolved by operation of law.

Article 9: Entrepreneur's reimbursement obligation in the event of withdrawal

- 9.1 The entrepreneur will refund to the consumer all payments received including any delivery costs charged by the entrepreneur for the returned product.
- 9.2 If the consumer has chosen a means of delivery that is more costly than the least expensive standard delivery, the entrepreneur does not have to refund the additional costs for the more expensive delivery.
- 9.3 The entrepreneur must refund the amounts due as soon as possible yet no later than within 14 days of receiving the notice of withdrawal. The consumer is not entitled to demand a refund from the entrepreneur until the latter has received the product or the consumer has demonstrated that the product has been returned. This does not apply in the event the entrepreneur offers to collect the item personally.
- 9.4 The entrepreneur will use the same means of payment for reimbursement that the consumer used unless the consumer agrees to another means. The refund is free of charge for the consumer.

Article 10: Consumer's obligations during the reflection period

- 10.1 During the reflection period, the consumer will treat the product and packaging with care. They will only unpack or use the product to the extent necessary to assess whether they wish to keep it. If the consumer exercises their right of withdrawal, they will return the item with all delivered accessories and - if reasonably possible - in the original condition and packaging to the entrepreneur and according to the reasonable and clear instructions provided by the entrepreneur.
- 10.2 The consumer is liable for the product's decrease in value if the treatment of the product exceeds what is necessary to determine its nature, features and function.

Article 11: Force majeure

- 11.1 Should it prove temporarily impossible for one of the parties to fulfil an obligation under the agreement due to a cause that is not attributable to them, that party will have the right to suspend the fulfilment of their obligations for that period.
- 11.2 Should it prove permanently impossible for one of the parties to fulfil an obligation under the agreement due to a cause that cannot be attributed to them, that party will have the right to dissolve the agreement in exchange for reasonable compensation to the other party for the costs they have incurred as a result.

Article 12: Retention of title

After delivery, the entrepreneur will retain ownership of the products delivered as long as the consumer:

- fails to fulfil their obligations under any agreement with the entrepreneur;
- fails to settle claims arising from a failure to fulfil the aforementioned agreements, such as damages, fines, interest and costs.

Article 13: Conformity of the products with agreement and guarantee

- 13.1 The entrepreneur is obliged to deliver a product that conforms with the provisions of the agreement. Additionally, the product must:
 - a. be suitable for the purposes for which products of the same type are typically used;
 - b. correspond to a sample or model made available to the consumer by the entrepreneur prior to purchase (if applicable);
 - c. be delivered together with any accessories the consumer may reasonably expect; and
 - d. be of a quantity and possess the characteristics that are normal for the same type of products and which the consumer can reasonably expect given the nature of the product unless the parties have made legal agreements stipulating that the product may deviate from the requirements set forth in a) through d) above.
- 13.2 Should a deviation from what was agreed manifest itself within one year after delivery, it is presumed that the product did not conform with the agreement upon delivery. In this case, the entrepreneur will remedy the defect free of charge unless they can prove that the product did conform with the agreement at the time it was concluded. The aforementioned does not alter the fact that the entrepreneur may be liable under the law for any product defects even after the aforementioned periods.
- 13.3 The guarantee referred to in paragraph 2 will expire if the defects are the result of:
 - normal wear and tear;
 - an error, improper use or neglect on the part of the consumer or their legal successor, or external causes;
 - a lack of or incorrectly performed maintenance;
 - the installation, assembly, modification or repair by the consumer or by third parties.

Article 14: Reporting duty

The consumer may no longer invoke their right to appeal regarding a default in performance if they have not submitted a claim to the entrepreneur in writing or electronically within a reasonable period after discovering the defect. In any case, reports made within two months of discovery are considered timely.

Article 15: Suspension

If the consumer fails to fulfil their payment obligations, the entrepreneur is entitled to suspend a proportional part of their corresponding obligations. The entrepreneur may only do this if they have issued a written or electronic notice to the consumer demanding they fulfil their obligations. The provisions of the previous sentence do not negate the entrepreneur's right to compensation for costs, damages and interest.

Article 16: Late payments

- 16.1 If the consumer fails to pay in time, they are considered to be in default without further notice being required.
- 16.2 After the payment date expires, the entrepreneur will send the consumer one payment reminder which states that the consumer still has the opportunity to pay within 14 days of receipt of the payment reminder, and that the consumer will owe collection costs (as well as what these are) if (full) payment is not received within that period. The amount of the costs of collection will be in accordance with the Dutch Decree on Compensation for Extrajudicial Collection Costs.
- 16.3 The entrepreneur is entitled to charge interest over the late payment starting on the date the payment period expired until the date of receipt of the amount due. This interest is equal to the statutory rate of interest referred to in Section 8:193 of the Dutch Civil Code [BW].

Article 17: Jurisdiction and applicable law

- 17.1 This agreement is governed by the laws of the Netherlands.
- 17.2 Unless the rules of mandatory law preclude this, the Dutch civil court with jurisdiction in the consumer's city of residence will have sole authority to take cognisance of disputes.