

# GENERAL TERMS AND CONDITIONS CORPORATE

## Article 1. Applicability and definitions

For the purposes of these General Terms and Conditions ("Terms and Conditions"):

1.1 Advice: all (technical) advice provided by Mavro BV; as well as support and service, whether on location, in any form.

1.2 The Client: any natural or legal person who enters into an agreement with Mavro BV, or who is negotiating with Mavro BV about the realization of an agreement.

1.3 Order: any order from the client to Mavro BV, in every form, for the delivery of products and/or advice.

1.4 Agreement: any agreement concluded between Mavro BV and the client, any modification thereof or addition to it, as well as all (legal) actions for the preparation and execution of that agreement.

1.5 Mavro BV: the private company Mavro BV, which is established in Zaltbommel, the Netherlands.

1.6 Products: all matters that are the subject of an agreement.

## Article 2. Applicability

2.1 The terms and conditions are part of all agreements and advices and apply to all related (legal) actions of Mavro BV and the client, such as providing support and service and providing information.

2.2 The applicability of any other general or specific terms and conditions or stipulations is explicitly rejected by Mavro BV, and the purchase conditions used by the client are not accepted by Mavro BV.  
MAVRO INTERNATIONAL BV

## Article 3. Offers, conclusion of agreements, declarations and designations of products and advice

3.1 An offer or (price) quotation shall not bind Mavro BV and shall only be regarded as an invitation by the client to place an order.

3.2 An agreement shall only be concluded if and to the extent that Mavro BV confirms an order in writing or if Mavro BV carries out an order.

3.3 All quotations by Mavro BV of numbers, sizes, weights and/or other indications of the products and/or in the advice have been made with care.

However, Mavro BV cannot guarantee that there will be no deviations in this regard.

3.4 Mavro BV reserves the right to make changes to the composition of the products.

3.5 An offer or quotation is valid for a period of 3 months.

3.6 Any items attached to an offer or quotation, such as samples, trial models and the like, shall remain the property of Mavro BV. These may not be copied, reproduced, displayed, or made available to third parties for inspection without Mavro BV's permission.



#### **Article 4. Prices**

4.1 Unless stated otherwise, all prices of Mavro BV are expressed in Euros and are exclusive of VAT. Unless explicitly stated otherwise, the costs of shipment, import and export duties and excises, as well as all other fees or taxes in regard to the products and their transport, shall be for the account of the client.

4.2 Mavro BV's prices are based on the price list applicable at the time of the entering of the agreement. The prices used by Mavro BV are inclusive of unit costs, except for pallets and intermediate bulk containers (IBC's).

4.3 The client must return the same or similar pallets of at least the same quality to the shipping address of Mavro BV at its own account.

4.4 Indisputable mistakes in the pricing may be corrected and passed on by Mavro BV.

4.5 Mavro BV is entitled to raise prices for products delivered from three months after the conclusion of the agreement, and the prices for reorders are not binding unless otherwise agreed.

4.6 If Mavro BV makes use of this power, the client is entitled to dissolve the agreement for a period of 14 days after receipt of this notification. Raw materials and/or auxiliary materials purchased by Mavro BV especially for this agreement must be paid by the client.

4.7 If the buyer dissolves the agreement based on article 4.6, the price for products for which the agreement remains in, will remain unchanged.

4.8 If an order is placed without a price expressly being agreed, it will be executed at the price applicable at the time of the execution of the order.

#### **Article 5. Payment**

5.1 Unless agreed otherwise, the invoice should be paid to Mavro BV within 30 (thirty) days of the invoice date by means of a credit or deposit to the bank account, which is stated on the invoice.

5.2 All costs related to the payment shall be for the account of the client.

5.3 Mavro BV is at all times entitled, also in contradiction to the agreement, to demand payment or security for this, before (further) execution of the agreement.

5.4 The client is not authorized to set off. Furthermore, the client does not have the right to suspend any (payment) obligation towards Mavro BV.

5.5 The Client will owe default interest of 1% per month from that day on all amounts that have not been paid by the last day of the term of payment, without further notice of default being required.

5.6 In the event that the client is in default towards Mavro BV, he is obliged to reimburse Mavro BV in full for extrajudicial and judicial costs. The extrajudicial costs to be covered by the client shall amount to at least the statutory interest on the unpaid amount with a minimum of € 40,- plus the turnover tax owed on it.

5.7 If, after the client has been in default, Mavro BV sends payment reminders or other requests for payment to the client, this shall not affect the provisions of articles 5.5, 5.6 and 21.

#### **Article 6. Retention of title**

6.1 Despite the actual delivery, ownership of the products shall not be transferred to the customer until it has fully complied with all that it owes to Mavro BV under any agreement relating to the products and services in question, within the meaning of Article 3:92 BW of the Dutch Civil Code.

6.2 Before ownership of the products has been transferred to the client, the client is not entitled to rent out or give into use, pledge, or otherwise object the products. The client is only entitled to sell or deliver the products, of which Mavro BV is the owner, to third parties, insofar as this is necessary in the context of the client's normal business operations.

6.3 The goods can be reclaimed immediately by Mavro BV if the client has not fulfilled his obligations or Mavro BV has reason to assume that the client will not fulfil his obligations. The client will be charged for the costs associated with taking back the goods.



6.4 If and as long as Mavro BV is the owner of the products, the client shall immediately inform Mavro BV when the products are (or threaten to be) subject to any (bankruptcy) seizure or any other claim is made on (any part of) the products. If necessary, the buyer will immediately inform third parties that Mavro BV is the owner of the products. Moreover, in that case the client will inform Mavro BV at his first request where the products, of which Mavro BV is the owner, are located and will give Mavro BV access to buildings and/or spaces in order to take possession of the products (or have them taken possession of).

#### **Article 7. Delivery and risk**

7.1 Mavro BV always has the right to deliver in parts. The client will then always owe a proportional part of the sales price. If no delivery period has been determined, a period of 4 weeks shall apply, without prejudice to the provisions of paragraph 2 of this article.

7.2 A delivery period stated by Mavro BV is based on the circumstances relevant to Mavro BV at the time the agreement is concluded and, insofar as dependent on third parties, on the information provided to Mavro BV by those third parties.

7.3 If the delivery term is exceeded, the client is not entitled to any compensation in this regard. In that case, the client is also not entitled to dissolve the agreement, unless the exceeding of the delivery term is such that the client cannot reasonably be expected to maintain the relevant part of the agreement.

7.4 Agreed delivery conditions are to be interpreted in accordance with the Incoterms of the International Chamber of Commerce in Paris in force at the time of the entering into the agreement.

7.5 If the conditions referred to in the previous paragraph have not been agreed, delivery and transfer of risk of the products will always take place at the place and time at which the products are ready for shipment to the client. Mavro BV will notify the client as soon as possible of

the time and place referred to above and the client will take delivery of the products as soon as possible, but not later than within 10 working days of the notification.

7.6 If the client does not take the products or does not take them on time, he will be in default without notice of default. In that event, Mavro BV shall be entitled to store the products at the client's expense and risk or to sell them to a third party. However, the client will still owe the purchase price plus interest and costs (by way of compensation) in the following cases if applicable, reduced by the net revenue from the sale to the above-mentioned third party.

7.7 Mavro BV reserves the right to provide the products to be delivered with its name, brand and/or coding.

7.8 If the client wishes to return the remainder of the products, in so far as these are still provided with the original and unopened units, are in impeccable condition and still have a shelf life of at least 8 months, and Mavro BV has agreed to this, the client may return the remainder in the manner indicated by Mavro BV. In that case, Mavro BV will credit the client for a maximum of 60% of the value of the remainder, depending on the condition and age of the products. Products specially manufactured for the client will not be taken back by Mavro BV.

7.9 The products are delivered from a factory designated by Mavro BV, unless otherwise agreed.

7.10 "Factory" sold products always travel from the factory for the expense and risk of the customer. In this regard, the client will always be regarded as the carrier, regardless of any stipulations to the contrary between the client and third parties.

7.11 Mavro BV is entitled to deliver the products to a location other than that is provided in Article 7.9 against payment of any higher transport costs by the client, except in the event of force majeure.

7.12 In any case, Mavro BV will never be in default by operation of law by the mere expiry of a term of delivery.

#### **Article 8. Force majeure**



8.1 In the event that Mavro BV is unable to fulfil its obligations towards the client due to force majeure, fulfilment of those obligations shall be suspended for the duration of the force majeure situation.

8.2 If the situation of force majeure has lasted 6 weeks, both parties have the right to dissolve the agreement in whole or partly in writing, insofar as the situation of force majeure justifies this.

8.3 In the event of force majeure, the client shall not be entitled to any (damage) compensation, not even if Mavro BV could gain any benefit because of the force majeure.

8.4 Force majeure on the part of Mavro BV shall be understood to include any circumstance beyond Mavro BV's control as a result of which the fulfilment of its obligations towards the buyer is fully or partially hindered, or as a result of which Mavro BV cannot reasonably be expected to fulfil its obligations, regardless of whether that circumstance existed at the time of the force majeure of the conclusion of the agreement was predictable. These circumstances also include strikes, stagnation or other problems during production by Mavro BV or its suppliers and/or during its own and/or third party's transport and/or the absence of any permit and/or scarcity of raw materials to be obtained by the government, or lack of raw materials to be determined objectively, both on the side of Mavro BV and on the side of its suppliers, without Mavro BV having to demonstrate any influence of this on its company.

#### **Article 9. Inspection and complaints**

9.1 The Customer is obliged to inspect the products (or have them inspected) accurately immediately after delivery. Any complaints must be made no later than within 15 days after delivery of the products, provision of advice respectively installation and delivery are reported in writing to Mavro BV.

9.2 Defects that could not reasonably have been detected within the periods stated in paragraph 1 of this article, must

be reported in writing to Mavro BV immediately after they have been detected, and at the latest within 30 days after delivery of the products, provision of advice respectively installation and completion. The Client must ascertain the best-before date of the products and, if necessary, notify Mavro BV in writing earlier than the periods described in paragraphs 1 and 2 of this article.

9.3 Provided that timely, correct and in accordance with the provisions of this article 9, complaints have been made and sufficient evidence has been provided that the products and/or advice do not comply with what has been agreed in the matter, or show material and/or construction faults, or do not function properly, Mavro BV has the choice either to deliver the products that have turned out to be faulty new free of charge against return of the products that have turned out to be faulty, or to repair the products in question properly, or to grant the client a discount on the purchase price, to be determined in mutual consultation, or to provide the client with the advice again. By satisfying one of the above, The Client must as certain the best-before date of the products and, if required, notify Mavro BV in writing earlier than the periods described in paragraphs 1 and 2 of this article 9.

9.4 After noticing any defect, the customer is obliged to immediately discontinue the use, processing, processing and/or installation of the products in question and to make all reasonable possible to prevent (further) damage.

9.5 The client will cooperate with all the cooperation necessary for the investigation of the complaint, including by giving Mavro BV the opportunity to investigate the circumstances of the use, processing, processing and/or installation (or have them investigated).

9.6 The client is not free to return the products before Mavro BV has agreed to this. Only if a timely, correct, and justified complaint has been made will Mavro BV



be entitled to the reasonable costs of returning the products.

9.7 If the client makes a timely, correct, and justified complaint, Mavro BV's liability ensuing therefrom is limited to the obligations described in article 9.3.

9.8 If, at the time of acceptance of the products or the bill of transport or the receipt, no consideration was given in respect of the Unit, then, subject to proof to the contrary, they were in good and proper condition at the time of delivery.

9.9 Failure by the client to comply with any obligation under this article will result in the forfeiture of any claim of the client, which is related to complaints about the products and/or advice.

9.10 The client shall bear the burden of proof that the goods to which the complaint relates are the same as those delivered by Mavro BV.

#### **Article 10. In accordance with specification**

10.1 Mavro BV assures that the products comply with the specifications given by Mavro BV in writing, provided that the products are used and stored in the usual manner and carefully in accordance with the rules of construction and the normal rules of building practice, and that all instructions given for the use of the products, as included in the latest version of the documentation of the products, the latest version of technical data sheets, product safety sheets and instructions mentioned in the terms and conditions issued by or on behalf of Mavro BV, are complied with in a timely and complete manner.

10.2 The obligations concerning the specifications do not extend to the result after processing of the products.

10.3 Unless explicitly stated in writing by Mavro BV specifically for the benefit of the client, Mavro BV does not guarantee the usability of the products for the purpose for which the client wishes to use them.

10.4 Even if sold as a sample or on trial basis, the delivered products shall still be regarded as conforming to the agreement in the event of deviations, variations or differences in color and/or design inherent

in normal manufacturing, irrespective of whether these occur within the same or between different products deliveries occur.

10.5 Without prejudice to the provisions of 10.4, the products shall in any case comply with the agreement if externally perceptible properties, such as dimensions, printing, colors, etc., correspond with samples and/or tests approved by the client.

10.6 The Client cannot derive any claim from advice that has not been given in writing, in accordance with the terms and conditions applicable at Mavro BV. Mavro BV guarantees that the written advice will be given with care and with due observance of the state of the technology.

10.7 To the extent that Mavro BV provides information to the client verbally or by telephone, this information is provided to the best of its ability and knowledge, but any liability for content, accuracy and completeness is excluded.

#### **Article 11. Liability**

11.1 Unless the damage is caused by intent or gross negligence on the part of Mavro BV or its executive staff or liability ensues from Title

3, Section 3, Book 6 of the Dutch Civil Code (product liability), Mavro BV shall never be liable under any circumstances for damage suffered by the client in respect of (the use and/or storage of) products and/or advice, including business and/or environmental damage and immaterial damage.

11.2 Without prejudice to the provisions of paragraph 1 of this article 11, Mavro BV's contractual and statutory liability shall at all times be limited to the amount of the purchase price of the product and/or the price charged for the advice, in regard to which the liability has been created.

11.3 Unless the damage has been caused by gross negligence or intent on the part of Mavro BV or its executive staff, the client indemnifies Mavro BV against all claims related to (the use of) the products and advice, from anyone, in so far as



these claims exceed Mavro BV's liability pursuant to the terms and conditions, and shall compensate Mavro BV for all damage suffered by Mavro BV as a result of such claims.

11.4 The client must indemnify Mavro BV against claims by his personnel and third parties in connection with the activities of such personnel, even if such personnel assisted Mavro BV in the context of the order.

11.5 In the event that Mavro BV is obliged to compensate any damage for whatever reason, notwithstanding the provisions of this article, the compensation for each event or series of related events with a common cause shall never exceed the amount equal to the invoice value relating to the purchase, sale or delivery of the goods or provision of the service that caused the damage.

Incidentally, any claim against Mavro BV shall lapse by the simple expiry of a period of one year after the claim arose, unless a legal action has been instituted against Mavro BV in this respect beforehand.

#### **Article 12. Intellectual and industrial property**

12.1 The client does not acquire any intellectual property rights about the products and advice.

12.2 The client is not permitted to change or remove brand or identifying marks on the products or their packaging, or to modify or imitate the products and the advice or any part of it.

12.3 Mavro BV declares that, to the best of its knowledge, the products and advice do not violate any intellectual property rights of third parties applicable in the Netherlands. In the event of claims by third parties relating to an infringement of such rights, Mavro BV may, if necessary, replace or modify the product in question, or the parties may dissolve the agreement in whole or in part.

12.4 The Client shall immediately inform Mavro BV of any claim by a third party about an infringement of intellectual

property rights relating to the products. In the event of such a claim, only Mavro BV is authorized to defend against it, also on behalf of the client, who will lend Mavro BV all cooperation in the matter, or to take legal measures against that third party, or to reach an amicable settlement with that third party. The client shall refrain from taking any such measures to the extent that this can reasonably be required of the client.

12.5 The client indemnifies Mavro BV against claims from third parties on account of infringement of copyright, patent, trademark and/or any other industrial and/or intellectual property right of third parties on products manufactured according to a drawing, model and/or process originating from the client.

12.6 The client is obliged to respect these rights and to notify Mavro BV of any infringement without delay.

#### **Article 13. Absence/dissolution**

13.1 In the event that the client fails to fulfil any obligation arising for him from any agreement properly or on time, the client shall be in default without notice of default being required, and Mavro BV shall be entitled to suspend the execution of the agreement and any directly related agreements until performance has been sufficiently secured and/or to dissolve the agreement and any directly related agreements in whole or in part.

13.2 In the event of (provisional) suspension of payment, bankruptcy, closure or dissolution of the client's business, all agreements with the client will be dissolved by operation of law, unless Mavro BV notifies the client within a reasonable period of time that it requires performance of (part of) the agreement(s) in question. In the last-mentioned case, Mavro BV's claims shall be immediately due and payable and Mavro BV shall be entitled, without notice of default being required, to suspend the execution of the agreement until fulfilment by the client has been sufficiently secured.



13.3 The provisions of the preceding 2 paragraphs are without prejudice to Mavro BV's other rights under the law and the agreement.

#### **Article 14. General**

14.1 The Client is not entitled to transfer his rights and/or obligations to a third party without the prior written consent of Mavro BV.

14.2 The terms and conditions of an agreement are exclusively determined by the terms and conditions, with due observance of the following sentence. Amendments and additions to any provision in an agreement and/or the terms and conditions shall only apply if they have been laid down in writing by Mavro BV and shall only relate to the agreement in question.

14.3 If any provision of the agreement should be (partially) null and void or voidable, that provision shall be disregarded to that extent. In that case, a replacement arrangement will apply that corresponds as much as possible with the original arrangement and the intention of the parties.

#### **Article 15. Applicable law/competent judge**

15.1 All agreements and/or legal relationships to which these terms and conditions apply shall be governed exclusively by Dutch law. All disputes will be submitted exclusively to the competent court in Amsterdam, on the understanding that Mavro BV will be entitled to bring claims, whether or not at the same time, against the client before other courts that have jurisdiction to hear such claims.

15.2 The applicability of the Vienna Sales Convention 1980 (CISG) is excluded (as well as any other regulations concerning international purchase agreements which will apply after filing of the conditions in the Netherlands, if and in so far as exclusion of these regulations will be legally possible).

#### **Article 16. Environment, occupational health, and safety regulations**

16.1 In the event of deliveries by Mavro BV, the other party guarantees that it complies with the applicable environmental laws and regulations. The other party indemnifies Mavro BV against any liability in this regard.

16.2 The other party is responsible for the work conditions and safety within its own company. The other party shall comply with all applicable statutory regulations, the locally applicable regulations and regulations of the Health and Safety Inspectorate. The other party shall instruct its personnel in accordance with these regulations in good time beforehand.

16.3 When carrying out assignments - also in the event of oil and gas activities, including production and process support, technical support and the maintenance of pipelines - the other party shall ensure that its personnel, or the third parties engaged by it, comply with the regulations and rules arising from the safety legislation in force at that time.

The other party shall also see to it that the employees and/or third parties to be deployed by it always have proper personal protective equipment at their disposal, all this in accordance with the requirements of the Health and Safety Inspectorate or another government body.

16.4 In the event that Mavro BV, notwithstanding the provisions of article 11, paragraph 1, is obliged to compensate any damage, for whatever reason, the compensation per event or series of related events with a common cause shall never exceed the amount equal to the invoice value relating to the purchase, sale or delivery of the goods or the provision of the service that caused the damage.

16.5 Incidentally, any claim against Mavro BV shall lapse by the simple expiry of a period of one year after the claim arose, unless a legal action has been instituted against Mavro BV in this respect beforehand.



**Article 17. Inconsistency between Dutch text and translation**

17.1 In the event of inconsistency between the text of these conditions in the Dutch

language and those in another language, the Dutch version will be binding.





# GENERAL TERMS AND CONDITIONS

## Online sales

### Article 1 – Definitions

For the purposes of these conditions:

1. Additional agreement: an agreement whereby the consumer acquires products, digital content and/or services in connection with a distance contract and these goods, digital content and/or services are supplied by Mavro B.V. or by a third party on the basis of an agreement between that third party and Mavro B.V.;
2. Cooling-off period: the period within which the consumer can make use of his right of withdrawal;
3. Consumer: the natural person who does not act for purposes related to his trade, business, craft or professional activity;
4. Day: calendar day;
5. Digital content: data produced and delivered in digital form;
6. Durable medium: any tool - including e-mail - that enables the consumer or entrepreneur to store information addressed to him personally in a way that future consultation or use during a period that is tailored to the purpose for which the information is intended, and that allows unaltered reproduction of the stored information;
7. Right of withdrawal: the possibility of the consumer to waive the distance contract within the cooling-off period;
8. Entrepreneur: the natural or legal person who offers products, (access to) digital content and/or services to consumers remotely;
9. Distance contract: an agreement concluded between Mavro B.V. and the consumer is concluded within the framework of an organized system for distance selling of products, digital content and/or services, whereby up to and including the conclusion of the agreement exclusively or partly use is made of one or more techniques for distance communication;
10. Model withdrawal form: the European model withdrawal form set out in Annex I

to these conditions. Annex I does not need to be made available if the consumer does not have a right of withdrawal with regard to his order

### Article 2 - Identity of Mavro B.V.

Mavro B.V.

Heksekamp 1

5301LX Zaltbommel

The Netherlands

+31 (0)418 680 680 (8.30 to 17.30)

info@mavro-int.com

Chamber of Commerce: 11033553

VAT: NL806334356. B01

### Article 3 - Applicability

1. These general terms and conditions apply to all quotations, offers and to every distance contract concluded between entrepreneur and consumer.
2. Before the distance contract is concluded, the text of these general terms and conditions will be made available to the consumer. If this is not reasonably possible, Mavro B.V. shall, before concluding the distance contract, indicate how the general terms and conditions can be found at Mavro B.V. and that they shall be sent free of charge as soon as possible at the consumer's request.
3. By way of derogation from the previous paragraph and before the distance contract is concluded, if the distance contract is concluded electronically, the text of these general terms and conditions can be made available to the consumer electronically in such a way that it can be easily stored by the consumer on a durable medium. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general terms and conditions can be read electronically and that they will be sent free of charge at the consumer's request by electronic means or otherwise.
4. In the event that specific product or service conditions apply in addition to



these general terms and conditions, the second and third paragraphs apply and the consumer can always invoke the applicable provision that is most favorable to him in the event of conflicting conditions.

#### **Article 4 - The offer**

1. If an offer has a limited period of validity or is subject to conditions, this is explicitly stated in the offer.
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 a proper assessment of the offer by the consumer. As Mavro B.V. use images, they are a true representation of the products, services and/or digital content offered. Obvious mistakes or obvious errors in the offer are non-binding for Mavro B.V.
3. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to the acceptance of the offer.

#### **Article 5 - The Agreement**

1. The agreement comes into being, subject to that which is stipulated in paragraph 4, at the moment at which the consumer accepts the offer and the requirements stipulated in the offer are fulfilled.
2. If the consumer has accepted the offer electronically, Mavro B.V. shall immediately confirm receipt of the acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed by Mavro B.V., the consumer may dissolve the agreement.
3. If the agreement is concluded electronically, Mavro B.V. shall take appropriate technical and organisational measures for securing the electronic transmission of data, and shall ensure a safe web environment. If the consumer is able to pay electronically, Mavro B.V. shall observe appropriate safety measures.
4. Mavro B.V. may, within the limits of the law, inform itself as to whether the consumer can fulfil his payment

obligations, as well as on all those facts and factors which are important for a conclusion of the distance contract. Should Mavro B.V., on the basis of this examination, have reasons for not concluding the agreement, it shall be entitled to refuse an order or application, while giving reasons, or to attach special conditions to the execution.

5. Mavro B.V. will make the digital content available to the consumer at the latest upon delivery of the product. In such a way that it can be stored by the consumer in an accessible way on a durable medium:
  - a. the visiting address of the Mavro B.V. branch. where the consumer can go with complaints;
  - b. the conditions under which and the way in which the consumer can make use of the right of withdrawal, or a clear notification regarding the exclusion of the right of withdrawal;
  - c. the price including all taxes on the product; where applicable, the cost of delivery; and the method of payment, delivery or performance of the distance contract;
  - d. if the consumer has a right of withdrawal, the model withdrawal form.
6. In the case of a duration transaction, the provision in the previous paragraph applies only to the first delivery.

#### **Article 6 - Right of withdrawal**

1. The consumer can dissolve an agreement with regard to the purchase of a product during a cooling-off period of at least 14 days without giving reasons. Mavro B.V. may ask the consumer about the reason for withdrawal, but not oblige him to state his reason(s).
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 several products in the same order: the day on which the consumer, or a third party designated by him, received the last product. Mavro B.V. provided that he has clearly informed the consumer about this



prior to the ordering process, may refuse an order of several products with a different delivery time.

b. if the delivery of a product consists of several consignments or parts: the day on which the consumer, or a third party designated by him, received the last shipment or the last part;

c. in the case of contracts for regular delivery of products during a certain period: the day on which the consumer, or a third party designated by him, received the first product.

3. If Mavro B.V. the consumer has not provided the legally required information about 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.

4. If Mavro B.V. has provided the consumer with the information referred to in the preceding paragraph within twelve months of the effective date of the original cooling-off period, the cooling-off period expires 14 days after the day on which the consumer received that information.

#### **Article 7 – Obligations of the consumer during the cooling-off period**

1. During the cooling-off period, the consumer will handle the product and the packaging with care. It will only unpack or use the product to the extent necessary to determine the nature, characteristics and functioning of the product. The starting point here is that the consumer may only handle and inspect the product as he should in a store.

2. The consumer is only liable for depreciation of the product resulting from a way of handling the product that goes beyond what is permitted in paragraph 1.

3. The consumer is not liable for depreciation of the product as Mavro B.V. has not provided him with all legally required information about the right of withdrawal before or at the conclusion of the agreement.

#### **Article 8 - Exercise of the right of withdrawal by the consumer and costs thereof**

1. If the consumer makes use of his right of withdrawal, he reports this to Mavro B.V. within the cooling-off period by means of the model withdrawal form or in another unambiguous manner.

2. As soon as possible, but within 14 days from the day following the notification referred to in paragraph 1, the consumer returns the product, or hands it over to (an authorised representative of) Mavro B.V. . This is not necessary as Mavro B.V. has offered to collect the product itself. In any case, the consumer has observed the return period if he returns the product before the cooling-off period has expired.

3. The consumer returns the product with all supplied accessories, if reasonably possible in original condition and packaging, and in accordance with the by Mavro B.V. provided reasonable and clear instructions.

4. The risk and burden of proof for the correct and timely exercise of the right of withdrawal lies with the consumer.

5. The consumer shall at all times carry the direct cost of returning the product, unless otherwise stipulated or agreed.

6. If the consumer makes use of his right of withdrawal, all additional agreements will be dissolved by operation of law.

#### **Article 9 - Obligations of Mavro B.V. in case of withdrawal**

1. Mavro B.V. shall immediately reimburse all payments made by the consumer, including any delivery costs incurred by Mavro B.V. for the returned product, but within 14 days following the day on which the consumer reports the withdrawal to it. Unless Mavro B.V. is allowed to wait with the repayment until it has received the product or until the consumer can prove that he/she has returned the product, whichever comes first.

2. Mavro B.V. uses the same means of payment that the consumer has used for reimbursement, unless the consumer agrees to another method. The refund is free of charge for the consumer.



3. If the consumer has opted for a more expensive method of delivery than the cheapest standard delivery, Mavro B.V. shall not reimburse the additional costs for the more expensive method.

#### **Article 10 - Exclusion of the right of withdrawal**

Mavro B.V. can exclude the following products and services from the right of withdrawal, but only if Mavro B.V. this clearly stated, at least in time for the conclusion of the agreement:

1. Products whose price is subject to fluctuations in the financial or commodity market on which Mavro B.V. has no influence and which may occur within the withdrawal period;
2. Products manufactured according to consumer specifications, which are not prefabricated and which are manufactured on the basis of an individual choice or decision of the consumer, or which are clearly intended for a specific person;
3. Products that spoil quickly or have a limited shelf life;
4. Sealed products which, for reasons of health protection, are not suitable for return and whose seal has been broken after delivery;
5. Products that, by their nature, are irrevocably mixed with other products after delivery;

#### **Article 11 - The price**

1. During the period of validity stated in the offer, the prices of the offered products and/or services will not be increased, except for price changes due to changes in VAT rates.
2. Contrary to the provisions of the previous paragraph, Mavro B.V. may offer products or services whose prices are subject to fluctuations in the financial market or the commodities market, and on which Mavro B.V. has no influence, at variable prices. This link to fluctuations and the fact that any prices mentioned are recommended prices shall be stated with the offer.

3. By way of derogation from paragraph 1, Mavro B.V. price changes related to recipe changes.

4. Unless expressly stated otherwise, the costs of dispatch, import and export duties and excise duties, as well as all other levies or taxes imposed or levied in respect of the products and their transport, shall be for the account of the consumer.

5. Unmistakable errors in pricing can be corrected and passed on by Mavro BV.

#### **Article 12 - Performance of the agreement**

1. Mavro B.V. shall guarantee that the products and/or services comply with the agreement, with the specifications stated in the offer, with the reasonable requirements of soundness and/or usability and with the existing statutory provisions and/or government regulations on the date of concluding the agreement. If agreed, Mavro B.V. shall also guarantee that the product is suitable for other than normal use.

#### **Article 13 - Delivery, execution and retention of title**

1. Mavro B.V. will take the utmost care when receiving and executing orders for products.
2. Mavro BV has the right to deliver in parts at any time.
3. The address which the consumer has made known to Mavro B.V. shall be considered as the place of delivery.
4. Subject to what is stated in article 4 of these general terms and conditions, Mavro B.V. will fulfill accepted orders expeditiously but no later than within 30 days, unless another delivery period has been agreed. If the delivery is delayed, or if an order cannot or only partially be executed, The consumer will be informed of this at the latest 30 days after he has placed the order. In that case, the consumer has the right to dissolve the agreement without costs and is entitled to any compensation.
5. After dissolution in accordance with the previous paragraph, Mavro B.V. refund the amount paid by the consumer without delay.



6. The risk of damage and/or loss of products rests with Mavro B.V. until the moment of delivery to the consumer or a pre-designated and to Mavro B.V. announced representative, unless explicitly agreed otherwise.

7. The ownership of the products, notwithstanding the actual delivery, only passes to the consumer, after all that he owes to Mavro BV under any agreement with regard to the products and services in question has been paid in full within the meaning of Article 3:92 of the Dutch Civil Code.

8. Before the ownership of the products has passed to the consumer, the consumer is not entitled to rent out or put the products into use, pledge or otherwise encuse.

9. The goods can be recovered immediately by Mavro BV if the consumer has not fulfilled his obligations or Mavro BV has reason to believe that the buyer will not comply with his obligations. The costs associated with take-back will be charged to the consumer.

#### **Article 14 - Force majeure**

1. If Mavro BV is unable to fulfil its obligations towards the consumer due to force majeure, the fulfilment of those obligations will be suspended for the duration of the force majeure situation.

2. If the force majeure situation has lasted 6 weeks, both parties have the right to dissolve the agreement in writing in whole or in part, insofar the force majeure situation justifies this.

3. In the event of force majeure, the consumer is not entitled to any (damage) compensation, even if Mavro BV should have any advantage as a result of the force majeure.

4. Force majeure of Mavro BV is understood to mean any circumstance independent of Mavro BV's will, which prevents the fulfilment of its obligations towards the consumer in whole or in part or which prevents the fulfilment of its obligations from Mavro BV, regardless of whether that circumstance was foreseeable at the time of the conclusion

of the agreement. Until those circumstances, strikes, stagnation or other problems in the production by Mavro BV or its suppliers and/or in the case of own and/or third-party licenses and/or the absence of any government permit and/or scarcity or objectively determined lack of raw materials, both on the part of Mavro BV and on the part of its suppliers, without Mavro BV having to prove the influence of any company.

#### **Article - 15 Liability**

1. Unless the damage is caused by intent or gross negligence on the part of Mavro BV or its management staff or liability arising from Title 3, Section 3, Book 6 of the Dutch Civil Code (product liability), Mavro BV is never liable for any damage that the consumer may suffer in respect of (the use and/or storage of) products and/or advice, including business and/or environmental damage and immaterial damage.

2. Without prejudice to paragraph 1 of this Article 11, Mavro BV's contractual and civil liability is at all times limited to the amount of the purchase price of the product and/or the price charged for the advice, in respect of which the liability has arisen.

3. Unless the damage is caused by gross negligence or intent on the part of Mavro BV or its management staff, the consumer indemnifies Mavro BV against all claims related to (the use of) the products and advice, from anyone, insofar as these claims exceed the liability of Mavro BV under the conditions and he will compensate Mavro BV for all damages suffered by Mavro BV as a result of such claims.

4. The consumer must indemnify against claims by its staff and third parties in connection with the activities of that staff, even if that was helpful to Mavro BV in the context of the assignment. However, if Mavro BV is obliged to compensate any damages for any reason, notwithstanding the present case quo, the compensation per event or series of related events with a common cause will



never exceed the amount equal to the invoice value regarding the purchase, sale or delivery of the goods or the provision of the service that caused the damage. Moreover, any claim against Mavro BV expires due to the period of one year after the occurrence of the claim, unless a legal action against Mavro BV has previously been brought in this regard.

#### **Article 16 – Payment**

1. Unless otherwise stipulated in the agreement or additional conditions, the amounts owed by the consumer must be paid within 30 days after the start of the cooling-off period, or in the absence of a cooling-off period within 30 days after the conclusion of the agreement.
2. When selling products to consumers, the consumer may never be obliged to pay more than 50% in advance in general terms and conditions. If prepayment has been stipulated, the consumer cannot assert any right regarding the execution of the relevant order or service(s), before the stipulated prepayment has taken place.
3. The consumer has the duty to report any inaccuracies in the payment details provided or indicated to Mavro B.V.
4. If the consumer does not fulfil his payment obligation(s) in time, it is, after he has been informed by Mavro B.V. of the late payment and Mavro B.V. the consumer has granted a period of 30 days to still meet his payment obligations, after the failure to pay within this 30-day period, the statutory interest is due on the amount still owed and Mavro B.V. entitled to charge the extrajudicial collection costs incurred by the customer. The collection to be reimbursed by the consumer costs amounts to at least the statutory interest of the unpaid amount, with a minimum of € 40,00 to be increased by the turnover tax. Mavro B.V. may deviate for the benefit of the consumer from the aforementioned amounts and percentages.

#### **Article 17 – Complaints procedure**

1. Mavro B.V. has a sufficiently publicized complaints procedure and handles the complaint in accordance with this complaints procedure.
2. Complaints about the performance of the agreement must be submitted to Mavro B.V. in full and clearly described within a reasonable time after the consumer has found the defects.
3. At Mavro B.V. complaints submitted shall be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, Mavro B.V. within the period of 14 days with a message of receipt and an indication when the consumer can expect a more detailed answer.
4. The consumer must inform Mavro B.V. in any case 4 weeks to resolve the complaint by mutual agreement. After this period, a dispute arises that is susceptible to the dispute settlement.

#### **Article 18 – Disputes**

1. On agreements between Mavro B.V. and the consumer to which these general terms and conditions relate, only Dutch law applies. All disputes will only be submitted to the competent court in Amsterdam, on the understanding that Mavro B.V. has the right to bring claims, whether or not simultaneously, against the consumer before other judicial colleges competent to hear such claims.



**Article 19 – Additional or derogations**

1. Additional or different provisions from these general terms and conditions may not be to the detriment of the consumer and must be recorded in writing or in such a way that they can be stored by the consumer in an accessible manner on a durable medium.

**Article 20 – Inconsistency between Dutch text and translation**

1. In the event of inconsistency between the text of these terms and conditions in the Dutch language and those in another language, the Dutch version will be binding.



## Annex I: Model withdrawal form

Model withdrawal form (only complete and return this form if you wish to revoke the contract)

- To: [ name entrepreneur]  
[ geographical address entrepreneur]  
  
[ entrepreneur fax number, if available]  
  
[ e-mail address or electronic address of entrepreneur]
- I/We\* hereby inform you that I/we\* have concluded our agreement regarding  
the sale of the following products: [product designation]\*  
the delivery of the following digital content: [digital content designation]\*  
the provision of the following service: [service designation]\*,  
revokes/revokes\*
- Ordered on\*/received on\* [date of order for services or receipt of products]
- [Name of consumer(s)]
- [Consumer(s)] address
- [Consumer(s) signature] (only when this form is submitted on paper)
- [Date]

\* Strike out what does not apply or fill in what applies.