# General Terms and Conditions Venditio B.V.

Venditio B.V., located in Hapert (NL), is registered with the Chamber of Commerce Eindhoven under number 17087466.

### DEFINITIONS

The term "customer" refers to the purchaser of goods and services from Venditio B.V. The term "in writing" refers to a record via the internet, email, or letter. The term "product" or "products" refers to both unprinted and printed copies of the product.

## APPLICATION OF THESE TERMS AND EXCLUSION.

These terms and conditions of Sale (hereinafter the "GTC") apply to all offers from Venditio B.V. and all agreements between the customer and Venditio B.V. Any order on the Website implies full acceptance of these GTC. The Parties agree that their relations are governed exclusively by these GTC, to the exclusion of all other terms and conditions.

## THE ORDER

By placing an order for (an) item(s), you agree to be bound by and accept these terms and conditions of sale.

After selecting and adding the desired item(s) to the shopping cart, the Customer can check the contents of the order, choose a payment and delivery method, and check and confirm the order. After validation and payment of the order by the Customer, the Customer will receive a confirmation email at the provided email address.

Venditio undertakes to execute the orders received via the website subject to the availability of the items. If the ordered Items are not available, Venditio undertakes to inform the affected Customers.

In some cases, it may happen that an Item is no longer available after confirmation of the order and payment by the Customer. In that case, Venditio will inform the Customer as soon as possible and refund the amount paid by the Customer within a period of maximum fourteen (14) days from the date of the notification.

#### PRICES

All prices are expressed in euros, taxes included. The prices include VAT at the applicable rate on the date of the order. However, these prices do not include shipping costs.

The prices are fixed at the time of placing the order, subject to the availability of the Items. If one or more taxes or levies, such as environmental contributions, are introduced, increased or decreased, this change may be passed on in the sales price of the Items on the Website and in the sales documents.

Venditio B.V. reserves the right to change its prices at any time. The price charged to

the customer is the price in force at the time of acceptance of the Customer's order. If the prices have been changed within three months after the agreement is final (after validation of the confirmation), the Customer has the right to terminate the agreement.

#### PAYMENT METHODS

Purchases must be paid for online when placing the order. However, consumers will not be billed					
until	or	after	the	delivery	/ date.
Payment		by	bank		card
Payment can be	e made with th	ne following	bank cards: Visa	, Mastercard,	American Express
Payment	,	via	prom	otional	code

Payment via iDeal.

#### DELIVERY

Orders will be delivered to the address specified by the Customer and according to the chosen delivery option. The Customer undertakes to communicate all information regarding the delivery (place, recipient, etc.) when placing the order. This information is binding on the Customer. In the event of an error in the mention of contact details or other information of the recipient, Venditio cannot be held liable for the impossibility to deliver the ordered Items.

Deliveries will be made within 2 to 4 days, after the preparation of the Customer's package and from the shipping date.

When ordering custom-made Items, the production time for such custom-made Items will be added to the delivery time, depending on the chosen delivery option.

Venditio undertakes to deliver orders within a maximum period of thirty (30) days from the validation of the order. If this does not happen, the Customer can cancel his/her order with Customer Service using the contact details provided at the top of this document and the Customer will be refunded.

If the Customer is not available when a delivery attempt is made, the courier will leave a note with instructions on how to arrange further delivery or collect the package.

The Customer is advised to check the condition of the package and its contents upon receipt.

If the package is damaged or in the event of a defect upon delivery, the Customer must refuse delivery and put the following note on the packing slip: "refused due to poor condition", together with the date of receipt and the Customer's signature. The Customer must also contact Customer Service using the information provided at the bottom of this document.

Shipping costs depend on the delivery option chosen. They will be communicated to the Customer prior to purchase.

## WARRANTY

An Item used by the Customer, an Item damaged by her or an incomplete Item will not be accepted.

If the delivered Item does not comply with the agreement, Venditio B.V. will, without charging any costs and without prejudice to the other legal rights of the Customer:

- send any missing part
- repair the Item, or
- replace the Item.

However, it may occur that replacement or repair is impossible or cannot be required of Venditio the latter would be the case; if the costs of replacement or repair are not in proportion to the costs of an alternative; given the value of the Item if there is no lack of conformity; given the importance of the lack of conformity and whether the alternative can be supplied without significant inconvenience to the Customer.

If replacement or repair is impossible or cannot be required of Venditio, the Customer may also demand termination of the agreement (unless the defect does not justify termination) or an appropriate reduction in the price. The above shall lapse if the Customer has not informed Venditio in a timely manner of a lack of conformity after the Customer has discovered this.

#### **RIGHT OF WITHDRAWAL**

In accordance with the applicable regulations, the right of withdrawal cannot be exercised with regard to custom-made items that are clearly personalized or manufactured according to the Customer's specifications.

In other cases, an Item may only be returned with the formal and prior authorization of Customer Service.

#### LIABILITY

These terms of sale set out all obligations and responsibilities of Venditio B.V. with regard to the delivery of the Items. To the extent permitted by applicable law, Venditio disclaims all warranties of any kind, whether express or implied, and all terms or conditions other than those expressly stated in these terms of sale.

In particular, Venditio is not responsible for the fact that the Items are or are not in accordance with the intended use by the Customers, unless the Customers have informed Venditio of such a purpose and Venditio B.V. has accepted this.

Venditio cannot be held liable in cases where the failure to fulfill its obligations is due to circumstances that are unforeseeable and impossible to resolve and are caused by a third party or by force majeure as defined in article 6:75 of the Dutch Civil Code (force majeure) and further defined by applicable law and case law. Venditio also excludes its liability for inconveniences or damage inherent to the use of the Internet network, such as a malfunction of the service, an

intrusion from outside, the presence of computer viruses or the loss of content or material downloaded via the Website.

Deviations in quantities of the bulk products are permitted if the deviation remains within 5% of the quantity specified in the order. Within that margin, any surplus will not be charged, and any shortfall will not be deducted.

Customer service:

Mail: info@venditiopromo.com

APPLICABLE LAW AND DISPUTES

The agreement is subject to Dutch law. Disputes will be exclusively submitted for decision to the District Court of Den Bosch, which has exclusive jurisdiction.