

## **GENERAL TERMS AND CONDITIONS**

of Ferm International B.V., with offices at Lingenstraat 6, 8028 PM, ZWOLLE, The Netherlands.

Filed under nr. 73372099 with the Chamber of Commerce in Enschede.

VAT number: NL859493453B01

### **A. DEFINITIONS**

1. Unless explicitly stated otherwise, the following terms shall have the following meaning in these general terms and conditions:

Us: Ferm International B.V., with offices in Zwolle;

Buyer: the party to whom we submit an offer or with whom we come to an agreement for the delivery of goods;

Private person: A buyer who is not acting as or on behalf of a company.

Manufacturer, (sub)supplier: A third party, being a supplier of certain goods or services;

Webshop: A webshop we own and operate, being Ferm24 and service.ferm.com.

Agreement: the agreement between the buyer and us

### **B. GENERAL**

1. Our general terms and conditions apply to every agreement we make despite any buyer's clause that stipulates otherwise which is not a clearly specified deviation from a specific clause in our conditions. The applicability of any terms of the Buyer, regardless of how they are named, is explicitly excluded.
2. Deviations of our general terms and conditions are only valid if these are approved by us in writing.
3. Non-written confirmations en agreements by and with our employees only bind us insofar these are approved by us in writing.
4. If one or more provisions of our terms and conditions are deemed non-applicable by court ruling they shall be deemed replaced by a stipulation agreed upon by both parties that comes closest to the objective envisaged by the parties and expressed by the stipulation deemed non-applicable. In such a condition, the remaining stipulations remain in force.
5. If these terms and conditions are provided in a language other than the Dutch language, the Dutch version of these terms and conditions shall prevail.

### **C. OFFERS AND AGREEMENTS**

1. All our offers are non-binding unless agreed otherwise in writing. Obvious mistakes or errors never bind us.

2. All our offers are valid for up to three months unless specified or agreed upon otherwise.
3. Catalogues, photo's, pictures or drawings made available by us or our suppliers in the framework of offers are non-binding and only provided for informative and indicative purposes. They do not oblige us to deliver in accordance with the displayed measurements, weights or other technical details and can never be considered a guarantee. The catalogues, photo's, pictures or drawings shall remain our property at all times and cannot be copied nor provided to third parties or given to them without our written permission.
4. We do not accept any liability for pictures and drawings provided by us or our suppliers, except in the event of gross negligence or intent on our part. Our Buyers cannot derive any rights from any differences between the aforementioned pictures and drawings and goods ordered as a result thereof, irrespective of whether these deviations are the result of errors in the drawing, construction changes in the interim period or any other cause.
5. The Buyer shall assess whether the goods are suitable for the purpose for which the Buyer intends to use them. We do not guarantee that the goods are suitable for the purpose for which the Buyer intends to use them, even if such purpose has been made known to us. Any advice given by us in the framework of the delivery of the goods shall not lead to any liability on our part.
6. The Agreement is concluded on the date on which our written order confirmation is sent or, in case of a purchase made in our Webshop, after the order has been placed definitively.
7. Each order from the Buyer is accepted on the condition that the Buyer's creditworthiness is proved by information obtained. We can suspend the fulfilment of our obligations if circumstances or knowledge we obtained after the agreement has been concluded give us good grounds to fear that the Buyer will not fulfil its obligations.
8. If sufficient creditworthiness cannot be proven or the legal form of the Buyer changes we can cancel the Agreement, either partially or in full, without requiring judicial intervention and without being liable for any direct or indirect damage that arises from us doing so.

#### **D. PRICE**

1. With exception of the prices listed on our Webshop, all prices mentioned by us are always in euro and excluding VAT, taxes, duties and other costs associated with the sale and delivery of the goods. The prices on our Webshop are always including VAT, taxes, duties and other costs associated with the sale and delivery of the goods.
2. Unless the prices are agreed as being fixed, we only book orders against the prices in force on the shipment date. The price includes the packaging but excludes VAT, taxes, duties and other costs associated with the sale and delivery of the goods.
3. We have the right to charge handling costs for all orders. They depend on the size of the order, the country where the Buyer's offices are located, respectively the destination of the goods.
4. All price increases due to government levies, salary increases, changes in the exchange rate and other cost increasing factors that come into force after the agreement has been

concluded will be passed on to the Buyer if more than three months have passed in between conclusion of the order and the delivery of the goods.

## **E. DELIVERY**

- 1.** Unless agreed upon otherwise, delivery shall take place at our warehouse in Zwolle according to the Incoterm “ex works” as it applies on the date of concluding the Agreement. For deliveries deriving from Agreements reached through our Webshop, the delivery address provided by the Buyer during the order process shall be the place of delivery instead.
- 2.** If the Buyer refuses to accept the delivery or is negligent with providing information or instructions necessary for the delivery, the goods will be stored at Buyer’s risk. The Buyer will be liable for and bear all additional costs incurred this way.
- 3.** We are only obligated to insure goods stored with us for the Buyer against fire damage and theft in accordance with our insurance policy conditions. All other risks, including war risk, shall be for the Buyers account.
- 4.** We can, if necessary, deliver in parts. Each partial delivery will be treated as a separate Agreement under these general terms and conditions, and can be invoiced as such.
- 5.** Communicated delivery dates are approximates and never constitute a deadline. If the Agreement does not contain a delivery date, the Buyer will grant us a delivery term of at least one month in writing, before the Buyer can claim the delivery date has been exceeded. We will continuously try to meet any stated delivery date to the best of our ability, but exceeding one shall never result in any liability on our part, except in the case of gross negligence or intent on our part. Furthermore, in the event that the delivery term is exceeded, the Buyer shall not have the right to cancel the Agreement or refuse to receive the goods. We have to be given the opportunity to perform properly.
- 6.** We reserve the right to deliver in parts unless the Agreement excludes this possibility in writing. The Buyer is obligated to pay the invoice for each partial delivery as if it was a separate agreement.
- 7.** If Buyer is or remains in default with regards to paying outstanding invoices after a notice from us, we will have the right to suspend all current and future deliveries without any further announcements and or deliver against cash on delivery and or cancel running orders. We will not be liable for any direct or indirect damages that Buyer incurs or will incur from this.
- 8.** Deliveries deriving from Agreements reached through our Webshop will be delivered at the address provided by the Buyer during the order process. If Buyer is unable to accept the delivery at this address when it is being delivered, a second attempt to deliver at the same address will be made within a few days. If the Buyer is then still unable to accept the delivery, the Buyer will receive a message of the transport company to come and retrieve the delivery at their local depot. If the delivery is not retrieved within the term given by the transport company the delivery will be returned to us automatically. If we then have to send the shipment to Buyer again, we will do so at the Buyer’s expense.

## **F. PAYMENTS**

1. The payment term for each invoice starts at the invoice date on the invoice.
2. The Buyer shall make all payments in compliance with the payment terms stated on the invoice without any deduction, suspension or settlement. If no specific payment term is mentioned, the payment must be made within thirty days after the invoice date in the currency and to the bank account number on the invoice. Unless agreed upon otherwise, payments made by the buyer will first be settled against any and all outstanding interest and costs and secondly against payable invoices that have been outstanding for the longest period of time, even if the Buyer states that the payment concerned relates to a different invoice.
3. If the Buyer fails to pay or fails to pay in time, the Buyer shall be in default by operation of the law without any warning and or notice of default and or judicial intervention being required and we shall have the right to charge interest for the overdue payment in the amount of 1% per month or part of a month calculated from the day the payment was due, in which case the total amount of claims on the Buyer shall also be fully payable immediately. Delays in deliveries that cannot be attributed to us as mentioned in article I do not affect the defined payment terms and do not constitute a reason to delay payments.
4. The stipulations mentioned under F. 1 also apply to goods that have been stored in our warehouse at Buyer's request and to partial deliveries.
5. The Buyer shall pay us all the costs, both judicial as well as extrajudicial that we incur to have our claim paid. The extrajudicial collection costs when the claim is passed on for collection amount to 15% of the amount concerned, without a maximum and with a minimum of €25. The single fact that we assure ourselves of the assistance of a third party in order to collect the outstanding balance proves the amount of and the buyer's obligation to pay the extrajudicial collection costs. If a petition is filed for the Buyer's bankruptcy in the framework of collection measures, the Buyer shall also pay the usual costs of a bankruptcy petition in the jurisdiction concerned.
6. The circumstances mentioned under E.7, C. 3, C. 4 en K. 2 do not give the Buyer the right to refuse, reduce, settle or suspend the delivery of or payment for goods nor to demand any reimbursement from us.
7. Complaints do not give the Buyer the right to refuse, reduce, settle or suspend payments due.
8. We have the right to reclaim the as yet unpaid goods delivered under retention of title without judicial intervention being required irrespective of our right to claim damages in the following cases:
  - a. if the Buyer fails to fulfil its obligations and has been put into default.
  - b. if the Buyer is declared bankrupt, files for suspension of payments or liquidates its company either wholly or in part.
  - c. if ownership of the Buyer's company changes either through transfer of shares or death.
  - d. if the legal form of the Buyer changes.
  - e. in event of the seizure and forced sale of the goods and or properties of the Buyer, such including the goods delivered by us which have not been fully paid. If we exercise this right

we will settle the part of the purchase price that has already been paid to us. In such an instance we will retain our claim with regard to damages.

9. We have the right to settle any amount the Buyer owes us, including but not limited to unjustly deducted discounts, transportation costs and unpaid interest costs, with any and all amounts we owe to Buyer due to rebates, discounts, conditions of sale or any other reason.
10. The stipulations under F.3 and F.5. only apply to private persons insofar these do not deviate from the “Besluit vergoeding voor buitengerechtelijke incassokosten” under Dutch law in a negative fashion from the Buyer’s perspective .

## **G. RETENTION OF TITLE**

1. All goods that have been or will be delivered by us will remain our exclusive property until all claims we have or will have on the Buyer, which includes at least the claims as mentioned in article 3.92 section 2 of the Dutch law, are fully paid.
2. As long the ownership of the goods has not been transferred to the Buyer, the Buyer is not allowed to alienate, encumber, pledge or bring the goods under (potential) control of a third party other than through Buyer’s ordinary course of business. The Buyer shall cooperate with us in establishing a pledge on all claims the Buyer has or will obtain from the delivery of unpaid goods upon our first request to do so.
3. The Buyer shall be obligated to store the goods delivered under retention of title carefully and marked as our property.
4. We have the right to recover any and all goods from the Buyer that have been delivered under retention of title if the Buyer is in, or appear to be going into, default on the Buyers payment obligations. The Buyer shall allow us free and unlimited access to the Buyer’s premises, offices, warehouses or any other location where the goods are stored for inspection of our goods and or exercising our rights.
5. The Buyer shall upon our first request:
  - a. insure the goods delivered under retention of title and keep them insured against fire, explosion, and water damage as well as against theft and allow us to inspect the insurance policy.
  - b. pledge all claims of the buyer to insurers with regards to the goods delivered under retention of title in the manner prescribed by article 3:239 of the Dutch Civil Law.
  - c. Mark the goods delivered under retention of title as our property.
  - d. Cooperate with any other measure we want to take or request Buyer to take to protect our ownership rights to the goods which do not unreasonably impair the Buyer in the ordinary course of business.
6. The provisions mentioned under G.1 to G.5 do not affect any of our other rights.
7. For Buyers from Germany the following retention of title provision applies instead and the provisions mentioned under G.1 to G.6 only apply insofar as they complement the following:

Für Abnehmer in Deutschland gilt den nachstehenden erwähnten Eigentumsvorbehalt und gilt der unter G1 bis einschließlich G6 genannte Vorbehalt nur für soweit es einen Zusatz ist:

Das Eigentum an den gelieferten Waren bleibt zur Sicherung aller Ansprüche vorbehalten, die uns aus der gegenwärtigen und künftigen Geschäftsverbindung bis zum Ausgleich aller Salden gegen den Abnehmer und seine Konzerngesellschaften zustehen. Unser Eigentum erstreckt sich auf die durch Verarbeitung der Vorbehaltsware entstehende neue Sache. Der Abnehmer stellt die neue Sache unter Ausschluss des eigenen Eigentumserwerbs für uns her und verwahrt sie für uns. Hieraus erwachsen ihm keine Ansprüche gegen uns.

Vorbehaltsware mit Waren anderer Lieferanten, deren Eigentumsrechte sich ebenfalls an der neuen Sache fortsetzen, erwerben wir zusammen mit diesen Lieferanten – unter Ausschluss eines Miteigentumserwerbs des Abnehmers - Miteigentum an der neuen Sache, wobei unser Miteigentumsanteil dem Verhältnis des Rechnungswertes unserer Vorbehaltsware zu dem Gesamtrechnungswert aller mitverarbeiteten Vorbehaltswaren.

Der Abnehmer tritt bereits jetzt seine Forderungen aus der Veräußerung von Vorbehaltsware aus unseren gegenwärtigen und künftigen Warenlieferungen mit sämtlichen Nebenrechten im Umfang unseres Eigentumsanteils zur Sicherung an uns ab.

Bei Verarbeitung im Rahmen eines Werksvertrages wird die Werklohnforderung in Höhe des anteiligen Betrages unserer Rechnung für die mitverarbeitete Vorbehaltsware schon jetzt an uns abgetreten. Solange der Abnehmer seinen Verpflichtungen aus der Geschäftsverbindung an uns ordnungsgemäß nachkommt, darf er über die in unserem Eigentum stehende Ware im ordentlichen Geschäftsgang verfügen und die an uns abgetretenen Forderungen selbst einziehen.

Bei Zahlungsverzug oder begründeten Zweifeln an der Zahlungsfähigkeit oder Kreditwürdigkeit des Abnehmers sind wir berechtigt, die abgetretenen Forderungen einzuziehen und die Vorbehaltsware zurückzunehmen.

Scheck-/Wechselzahlungen gelten erst nach Einlösung der Wechsel durch den Abnehmer als Erfüllung.

Hinsichtlich der Vereinbarung von Eigentumsvorbehaltsrechten gilt ausschließlich deutsches Recht.

## **H. COMPLAINTS**

- 1.** Complaints about immediately noticeable deviations in comparison with the order confirmation, the delivered goods, or the invoice must be submitted to us in writing within fourteen days after the order confirmation has been received, the delivery has taken place or the invoice has been issued respectively. If no complaint is submitted to us within fourteen days, the Buyer is considered to have approved the order confirmation, delivery and or invoice respectively.
- 2.** The Buyer shall prove invisible defects to us within seven days of their discovery, though not later than thirty days after delivery has taken place. If no defects have been reported to us within these timeframes, the Buyer is considered to have approved the goods.

3. Complaints regarding delivered goods cannot affect goods that have been delivered before nor goods that will be delivered at a later date, not even if these deliveries are all derived from the same Agreement.
4. If a complaint is accepted by us we will take effective measures as we see fit.
5. If the Buyer complains the Buyer shall allow us to have an expert or independent inspection body inspect the goods concerned. If the expert declares the complaint to be valid, the cost of the inspection shall be paid by us. If not, the cost for the inspection shall be paid by Buyer.
- 6.
7. All goods, including those covered by the guarantee provisions can only be returned to us after our explicit and written permission to do so. The cost for the return shipment shall be paid by the Buyer. Returned shipments shall not affect the obligation to pay the invoiced amounts nor give the Buyer the right to settle any amount with our total claim on Buyer. Reception of the return shipment shall in no circumstance be considered as our acceptance of the reason stated for the return shipment by the Buyer. The risk of the returned goods remains with the Buyer until we have credited the goods concerned.

#### **I. FORCE MAJEURE**

1. The term force majeure shall be taken to mean all the circumstances that prevent the fulfillment of the Agreement, either temporarily or permanently, that cannot be attributed to the party that invokes force majeure. The term force majeure shall at least cover strikes, exclusions, measures taken by the authorities, war or siege, fire natural disasters, epidemics, the lack of raw materials and or labour required for the delivery of the goods, transport problems when we transport the goods and problems with sending or receiving messages electronically. Force majeure as described above at our suppliers or other third parties on whom we depend shall also be considered force majeure on our part.
2. Situations of force majeure shall be reported immediately when they occur by the party that invokes the situation of force majeure. If the Buyer invokes force majeure we shall have the right to charge any extra costs, such as but not limited to waiting hours and extra travel and accommodation costs to the Buyer's account. When the situation of force majeure ends, the party that invokes force majeure shall immediately notify the other party thereof in writing.
3. During the situation of force majeure our delivery and other obligations will be suspended. If the period of force majeure takes longer than six months, both parties shall have the right to dissolve the agreement without any obligation to pay damages.
4. If we have already partly fulfilled the agreement, either through the production or a partial delivery of the goods, we shall be entitled to a reasonable reimbursement of the costs incurred for such fulfillment up to the point in time when the situation of force majeure occurred

## **J. GUARANTEE**

- 1.** We give no other guarantee than specifically described in the agreement or in these general terms and conditions. This guarantee shall only apply with regard to the Buyer and at our discretion.
- 2.** We guarantee the proper functioning of goods of our own brand "Ferm" for a period of three years and of the other brands for a period of two years, or as agreed otherwise. The guarantee period shall commence as of the delivery mentioned in Article E. 1.
- 3.** The Buyer does not have the right to give any guarantees on our behalf for the delivered goods and we do not accept any liability for guarantees given by the Buyer to third parties.
- 4.** We will repair defects covered by the guarantee without charge, in our discretion, by repairing or replacing the faulty goods either at the Buyer's premises or by delivery in compliance with the agreed INCOTERM of the goods to be replaced, all this always at our discretion.
- 5.** The labour costs arising from and related to the repair of a defect shall be for our account only to the extent that the manufacturer of the goods concerned reimburses them and under the condition that the working hours are in accordance with the time determined for this by the manufacturer.
- 6.** All the activities carried out under our guarantee provisions shall, in principle, only take place during normal working hours. If, because of the Buyer's doing, the activities have to be carried out outside normal working hours, the additional costs shall be for the Buyer's account.
- 7.** If we are not given sufficient opportunity to repair a defect, all the costs arising from this shall be for the Buyer's account.
- 8.** All the costs that exceed the obligation described in the previous articles, such as, though not limited to transport costs, travel and accommodation costs, labour costs, disassembly and reassembly costs shall be for the Buyer's risk and account.
- 9.** We do not accept any liability for defects caused by normal wear and tear and for consumable parts or defects caused by the wrong use of the goods and/or use in violation of the operation and maintenance instructions. Neither does the guarantee apply if it appears that the delivered goods have not been assembled in compliance with the instructions given when the goods were taken into use and/or if the goods have not been taken into use in compliance with the instructions for their taking into use or the assembly instructions.
- 10.** The guarantee shall not apply if the Buyer or any third parties have adapted the delivered goods without our written permission.
- 11.** If the Buyer fails to fulfill any obligation arising from the agreement concluded with us, or fails to fulfill such obligation properly or in a timely manner, we shall not be bound to any guarantee whatsoever. If the Buyer disassembles, repairs or carries out other activities on the delivered goods without our prior written permission, all claims pursuant to the guarantee shall be cancelled.



12. If we replace goods to fulfill our guarantee obligation, the replaced goods shall become our property and shall be made available to us at the time when they are replaced.

#### **K. LIABILITY**

1. After delivery our liability shall be limited to the guarantee obligations in accordance with Article J at the most. Unless there is gross negligence or intention on our part we shall not be liable for any damage arising from the delivered goods. Furthermore, we are never liable for consequential damages, including ensuing damage, lost profits, lost savings and damage due to business stagnation.
2. We do not accept any liability for any errors or defects in any sense of the word if the activities or goods, to which those errors or defects are applicable, no consideration is due.
3. If the Buyer dissolves the agreement wholly or in part as a consequence of gross negligence or intention on our part, we shall not be bound to pay more than a reimbursement for a replacement performance up to the contractual value of the unfulfilled respectively dissolved part of the agreement.
4. Insofar as liability is not excluded and without prejudice to the stipulations regarding this article K.1 to K.3, our liability for damage shall each time be limited to a maximum of 50% of the amount of the order or up to a maximum amount of €5,000.00, if this amount is lower than the former maximum amount.
5. The liability arrangement of these general terms and conditions shall also apply to goods that we purchase from third parties and deliver on to the Buyer unprocessed, unless we have to accept further limitations from the manufacturer. In the latter case the enclosed specific terms and conditions of the manufacturer shall apply.
6. Damage claims shall be cancelled if the Buyer fails to notify us and hold us liable in writing, stating all the relevant data, within 1 month after the facts have occurred that can constitute grounds to claim damages. If the Buyer has notified and held us liable us with due observance of the stipulations of the previous sentence, the damage claim shall also be cancelled if the Buyer fails to institute a claim against us with the competent institution within six months after the notification.
7. The limitation of liability of these general terms and conditions shall also be deemed to be imposed for the benefit of third parties engaged by us for the delivery of the goods.
8. We will never be liable for any damage, fine, or costs named any other way that Buyer incurs, either directly or indirectly, due to cancellation of any agreement by us if we so due to existing, changes in existing, or the creation of applicable sanction legislation as mentioned under N.2.

#### **L. INDEMNICATION**

1. The Buyer shall indemnify us against all claims of employees or representatives of the Buyer or third parties for any injury or other damage which is the direct or indirect result of the use or application by, of or on behalf of us of the goods and designs, advice studies or other services delivered to the Buyer.

## **M. INTELLECTUAL PROPERTY**

1. We reserve all rights with regard to the industrial and intellectual property of our goods. The term goods shall be taken to include: offers, designs, pictures, drawings (test) models, software etc. The copyrights and the industrial and intellectual property rights to the goods mentioned above shall remain our property irrespective of whether costs for the production thereof have been charged to the Buyer's account. These goods as described above, cannot be copied, used or shown to third parties without our explicit permission. In the event of a violation of these obligations the Buyer shall forfeit a penalty of €5,000.00 per violation and per day that the violation continues, without prejudice to our right to claim full damages. The Buyer shall return the goods as described above within the term specified by us. The costs thereof shall be for the Buyer's account.
2. The Buyer shall not modify the delivered goods partly or in whole or to provide them with a different brand name or packaging, or use the brand concerned in any other way and/or register it in its own name.

## **N. SANCTIONS**

1. The Buyer shall not provide, sell, export or move any goods, services or information delivered or provided by us to other parties or countries if this is not fully compliant with all applicable regulations set forth by governing bodies such as, but not limited to, economic sanctions and trade limitations set forth by the Dutch government, the European Union and or the United States of America.
2. We will consider every violation of the terms mentioned under N.1. a serious breach of any and all agreements between us and the Buyer and it will give us sufficient reason to terminate any and all agreements between us and the Buyer immediately. We reserve the right to terminate and or cancel any new and or ongoing contract and or agreement if we believe fulfilling it would violate any applicable law or regulation of the Dutch or any other government.

## **O. APPLICABLE LAW AND DISPUTES**

1. These general terms and conditions and all our offers, and agreements concluded between us and the Buyer, and or agreements ensuing therefrom, shall be governed by Dutch law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980. Any disputes arising from the present agreement and/or further agreements ensuing from this agreement, which cannot be settled in mutual consultation, shall be submitted to the competent court of the district in which our registered office is located, without prejudice to our right to settle the dispute in accordance with the Rules and Regulations of the Netherlands Arbitration Institute (NAI) in Rotterdam.

## **P. RIGHT OF WITHDRAWAL**

1. In case of a consumer contract conducted via our webshop, the private person has the right to withdraw from the contract (or part of it) and return the goods within 14 calendar days without giving any reason.
2. The withdrawal period mentioned in paragraph 1 starts the day after the private person or a third party other than the carrier and indicated by the private person acquires physical possession of the goods, or:
  - a) When the private person ordered several goods in one order: from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good;
  - b) When the order consists of one goods which is delivered in several parts: from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last delivery or good;
  - c) In case of the delivery of regularly recurring goods during a certain period: from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the first good.
3. The right of withdrawal does not apply when:
  - services if the performance has begun with the private person's prior express consent, and with the acknowledgement that he will lose his right of withdrawal once the contract has been fully performed by us;
  - delivery of goods which are not prefabricated and have been manufactured on the basis of a personal choice or according to customer specifications, or of goods which have clearly been tailored to the customer's personal requirements;
  - the supply of goods where the date of expiry is expires during the 14 days withdrawal period (e.g. groceries);
  - delivery of sealed goods which are not suitable to be returned for reasons relating to health protection or hygiene if their seal has been removed after delivery;
  - delivery of audio or video recordings or computer software in sealed packaging if the seal has been removed after delivery.

#### **Q. DUTIES OF THE PRIVATE PERSON DURING THE WITHDRAWAL PERIOD**

1. During the period of withdrawal the private person shall handle the goods and the packaging with proper care. He shall unpack or use the goods only to inspect the nature, characteristics

and functionality of the goods. Basically, the private person shall only use the goods in the same way he would do in a store.

2. The private person is liable for the loss of value of the goods resulting from a treatment of the goods that violates paragraph 1 of this clause.

#### **R. TO INVOKE THE RIGHT OF WITHDRAWAL AND COSTS**

1. To exercise the right of withdrawal the private person informs us within the period of withdrawal by using the model withdrawal form or by any other unequivocal statement.
2. The private person shall return the goods or hand them over to us (or our representative) without undue delay, but at least within 14 days, beginning the day after he informed us as mentioned in paragraph 1.
3. The private person shall return the goods with all delivered accessories, if possible in the original state and packaging, and according to our instructions.
4. The risk and the burden of proof concerning the timely exercise of the right of withdrawal lies with the private person. The private person has to prove that he returned the goods in time, for example by providing a shipment receipt.
5. The private person bears the direct costs of returning the goods.
6. If following the request of the private person the services are started during the withdrawal period, the private person will have to pay us an appropriate compensation for the amount of services delivered until the point in time on which the private person informs us of the fact that he is exercising his right of withdrawal for this contract, with the compensation being proportionate to the overall value of the services covered by the contract.

#### **S. OUR DUTIES IN CASE OF WITHDRAWAL**

1. We shall reimburse all payments received from the private person, including the costs of delivery, without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. Unless we offer to collect the goods, we may withhold reimbursement until we have received the goods back or have been supplied evidence of having sent back the goods, whichever is the earliest. When all goods are returned, we shall reimburse the whole purchase price inclusive of delivery costs and/or payment costs. When only part of the goods are returned, we shall only reimburse the purchase price for those goods.

2. We will carry out such reimbursement using the same means of payment as the private person used for the initial transaction, unless the private person has expressly agreed otherwise.
3. When the private person chose a type of delivery that is more expensive than the standard.
4. The risk for returning the goods lies with the private person.

Attachment 1:

**Template Withdrawal Form**

(If you wish to withdraw from the agreement, please complete this form and return it to us.)

To:

FERM International B.V.

P.O. Box 30159  
8003 CD, Zwolle  
the Netherlands

Or [Service@ferm.com](mailto:Service@ferm.com)

I/We (\*) hereby withdraw from the agreement which I/we (\*) concluded for the purchase of the following goods:

( Fill in product \*)

Name of the consumer(s)\*:

Address of the consumer(s)\*:

Date: \_\_\_\_\_ Signature of the consumer(s):

\_\_\_\_\_

(only for notification on paper)

(\*) Delete or fill in as applicable.