

GENERAL TERMS AND CONDITIONS

Donrox B.V.

The Dutch version of these general conditions prevails at all times in case of disputes with regard to the interpretation and purpose of these general conditions.

0. Definitions

Donrox B.V.:	the private company with limited liability Donrox B.V., having its address in (5715 BD) Lierop at Groenstraat no. 20 and registered in the Trade Registry of the Dutch Chamber of Commerce with the number: 76550206.
Other Party:	the party who concludes an Agreement with Donrox B.V., to whom Donrox B.V. has submitted a quotation or who has any other legal relationship with Donrox B.V.
Consumer:	the natural person who does not act for purposes related to his/her commercial, trade, craft or professional activities.
Agreement:	any verbal or written agreement concluded between Donrox B.V. and the Other Party, any change or supplement thereto, and all (legal) acts in preparation and execution of that agreement.
Parties:	Donrox B.V. and the Other Party together.

1. Applicability of these terms and conditions

1.1 These general terms and conditions (hereinafter: "general conditions") apply to all offers, tenders and quotations of Donrox B.V., and to all Agreements concluded between Donrox B.V. and the Other Party.

1.2 The applicability of any general conditions of the Other Party is hereby expressly rejected. Deviations from and/or additions to these general conditions will only be binding if and to the extent expressly confirmed in writing by Donrox B.V. and relate only to (the part of) the Agreement in respect of which such acceptance has taken place.

1.3 If at any time one or more provisions of these general conditions become void or voidable, whether in part or in full, the rest of these general conditions remain in force. In this event, Parties will agree on the replacement of the void or voidable provisions by new provisions, while retaining the purpose and scope of the original provisions as much as possible.

1.4 If Donrox B.V. does not insist on the strict observance of these general conditions at all times, this does not mean that the provisions concerned have become inapplicable or, in other cases, Donrox B.V. has in any way relinquished the right to insist on the strict observance of the provisions of these general conditions.

2. Quotation and offers ("offers")

2.1 The nature and scope of the Agreement is determined by the description in the offer.

2.2 All offers of Donrox B.V. are without obligation, unless an acceptance period has been stipulated in the offer. This means that Donrox B.V. has the right to change the conditions of the offer. The Other Party can therefore not derive any rights from the offer. If the offered products are no longer available, the offer will be cancelled.

2.3 Donrox B.V. cannot be held to its offer, if that offer or a part of it, contains an obvious mistake or clerical error.

2.4 Previously submitted offers do not automatically apply to future Agreements.

2.5 A compound offer or quotation shall not create any obligation for Donrox B.V. to deliver part of the order against a corresponding part of the price quoted for the entire order.

2.6 Donrox B.V. is at all times entitled to increase the agreed price without the Other Party being entitled to dissolve the Agreement, if that price increase is the result of a change of law or regulation or results from a price increase of the products or grounds that were not reasonably foreseeable upon entering into the Agreement.

2.7 Unless expressly stated otherwise, all quoted amounts are exclusive VAT and delivery costs.

3. Agreement

3.1 An Agreement between the Parties is only concluded if (I) the Other Party unconditionally accepts an offer from Donrox B.V., or (II) if Donrox B.V. confirms the Agreement in writing, or (III) if Donrox B.V. has already fully or partially executed the Agreement.

3.2 Donrox B.V. is entitled – upon or after entering into the Agreement and before (further) delivery – to demand sufficient security from the Other Party that both the payment obligation and any other obligations will be complied with. Donrox B.V. can therefore request a down payment on the invoice amount before it starts the execution of the Agreement. If the Other Party refuses to provide the required security, Donrox B.V. has the right to refuse the execution of the Agreement.

4. Right of Withdrawal – only applicable for Consumer(s)

4.1 The Consumer shall have the possibility to withdraw from a distance or off-premises contract, without giving any reason. The withdrawal period will expire 14 days after the Consumer acquires, or a third party indicated by the Consumer acquires, physical possession of the product(s).

4.2 The right of withdrawal cannot be invoked if any of the situations as set forth in article 6:230p of the Dutch Civil Code applies. For example: if the supplied products are personalized or if a seal is broken.

4.3 During the 14-day reflection period, the Consumer shall handle the product and the packaging with care. The Consumer shall only unpack or use the product to the extent necessary for establishing the nature, the characteristics and the effect of the product. The guiding principle is that the Consumer may only handle and inspect the product in the manner in which one is allowed to handle a product in a shop. If the Consumer exercises the right of withdrawal, he/she shall return the product with all delivered accessories and

if reasonably possible in the original state and packing and in conformity with reasonable and clear instructions given by Donrox B.V.

4.4 If the Consumer exercises his/her right of withdrawal he/she shall notify Donrox B.V. unambiguously, within the 14-day reflection period. This is done by means of the return policy, as stated on the website of Donrox B.V., by sending an unequivocal statement of withdrawal or by sending the form (this can be sent to you on your request) to the following email address: info@donrox.com. The Consumer shall then return the product(s) within 14 days counting from the day following the notification referred to in this paragraph. The risk and the burden of proof for the correct and timely exercise of the right of withdrawal fall on the Consumer.

4.5 If the Consumer exercises his/her right of withdrawal and returns a product, the costs of return shipment will be for his/her account, unless the conditions under article 7.9 of these terms and conditions are met.

4.6 The right to withdrawal on any basis whatsoever shall lapse if the notification of the Consumer to Donrox B.V. is not reported in writing within the terms set forth in this Article or if the product has not been timely returned to Donrox B.V.

4.7 Depreciation of the product during the reflection period can be charged to the consumer if it is a consequence of the way of handling the product that goes beyond what is necessary to determine the nature, characteristics and functioning of the product.

4.8 In any case, depreciation of the product is deemed to be present in the event of visible damage(s) to the product and/or failure to return the product in full. In that case, the Other Party is obliged to pay up to 100% of the purchase price to Donrox B.V., at the sole discretion of Donrox B.V.

5. Obligations of the Other Party

5.1 The Other Party must ensure that all data and documents, of which Donrox B.V. has indicated that these are necessary for the correct and timely execution of the agreed work, or of which the Other Party should understand that these are necessary for the correct execution of the work, will be made available to Donrox B.V. in time.

5.2 The Other Party is responsible for the correctness, completeness and reliability of the data and documents made available to Donrox B.V., even if these come from or via third parties.

5.3 Budgets for costs of third parties, indicated by Donrox B.V., are always indicative.

5.4 If the Other Party has not, not timely or not properly fulfilled its obligations as referred to in this article, Donrox B.V. is entitled to suspend the execution of the Agreement until the Other Party has fulfilled its obligations as stated in this article. If Donrox B.V. has to incur costs as a result, these costs will be borne by the Other Party. In that case, these costs will be charged by Donrox B.V. to the Other Party on the basis of actual costs.

6. Executions of the Agreement

6.1 All work performed by Donrox B.V. in the execution of the Agreement is performed to the best of its knowledge and ability. The obligation of Donrox B.V. relates to a best effort obligation. Donrox B.V. therefore offers no guarantee for any results or expectations.

6.2 Donrox B.V. has the right to engage (and have work done by) third parties.

6.3 Donrox B.V. determines the manner in which the Agreement is executed.

6.4 Specified deadlines for the execution of the Agreement or for the delivery of certain items are indicative and are never strict deadlines. If a term is exceeded, the Other Party must declare Donrox B.V. in default in writing.

6.5 Donrox B.V. is entitled to execute the Agreement in different phases ("partial deliveries") and to invoice the executed (partial) deliveries separately to the Other Party.

6.6 If after the conclusion of the Agreement it appears that the work to be done must be amended or supplemented in order to ensure the proper execution of the Agreement, Parties will timely and in mutual consultation amend the Agreement accordingly. If the amendment or supplement to the Agreement has financial and/or qualitative consequences or affects the time of completion of the Agreement, Donrox B.V. will inform the Other Party accordingly.

7. Delivery

7.1 The place of delivery is at the address given by the Other Party to Donrox B.V.

7.2 The moment of delivery is the moment:

- If Parties have agreed upon the delivery by Donrox B.V. at the office of the Other Party or another location designated by the Other Party: the moment that Donrox B.V. offers the products at that location, even if the receipt of the products is refused by the Other Party at that time;
- If the Other Party collects the products at the location of Donrox B.V. or another location specified by her: the moment at which the Other Party would receive the products in accordance with the appointment made, even if the receipt of the products is refused by the Other Party at that time or even if the Other Party does not appear in time at the agreed place and time to receive the delivery.

7.3 As from the moment of delivery, the risk of loss and/or damage to products will be borne by the Other Party.

7.4 The delivery takes place Ex Works

7.5 Orders placed above an amount of € 30,00 will be delivered for free to the Other Party within the Netherlands and Belgium.

7.6 Orders placed on working days before 23:00PM will be shipped the same day. Exceeding the delivery time does not entitle the Other Party to compensation and/or a discount on the order, nor can it lead to dissolution of the agreement, unless the delivery time is exceeded to such an extent that the agreement cannot reasonably be expected to continue.

7.7 The Other Party is obliged to promptly accept the product(s) once being delivered to him/her. If the Other Party refuses to accept prompt delivery or is negligent in providing necessary information or instructions for delivery, the product(s) will be stored at the Other Party risk. The Other Party shall pay Donrox B.V. all additional delivery, storage and insurance costs and any other costs incurred along with any loss arising in connection with this neglect or refusal.

7.8 The administration of Donrox B.V. is guiding at all times for the determination of the date(s) of delivery and the amount owed by the Other Company to Donrox B.V.

7.9 The Other Party may return orders within the Netherlands free of charge if the following condition is met:

- The order must be returned within 30 days after delivery.

7.10 The Other Party may return its orders outside the Netherlands if the following conditions are met:

- The order must be returned within 30 days after delivery;
- Return costs may vary depending on the country and courier service. Donrox B.V. can charge an additional fee for the return. The return costs are published under the return policy on the website of Donrox B.V.

8. Suspension and dissolution

8.1 Donrox B.V. is authorized to suspend its obligations or to dissolve the Agreement without any obligation to pay any damages, loss or costs, if:

- the Other Party does not, not fully or not timely fulfill its obligations under the Agreement; or
- Donrox B.V. becomes, after the conclusion of the Agreement, aware of circumstances that give good ground to fear that the Other Party will not fulfill its obligations; or
- a delay on the part of the Other Party is of such nature that Donrox B.V. can no longer be expected to fulfill its originally agreed obligations under the Agreement; or
- the Other Party refuses to provide the required security.

By virtue of default, the Other Party shall be held to pay damages or compensation to Donrox B.V. and is liable for any damages (including costs) arising directly or indirectly on the part of Donrox B.V. as a result.

8.2 Donrox B.V. is always entitled to refuse or terminate an Agreement, or an amendment thereof, if the Agreement is in conflict with a statutory provision or regulation. Donrox B.V. may also refuse or terminate an Agreement if, in its opinion, the Agreement could damage the interests or reputation of its business.

8.3 In case of dissolution, any outstanding invoices or claims in the name of the Other Party shall be immediately due and payable.

8.4 In case of liquidation, (application for) suspension of payment or bankruptcy, seizure on behalf of the Other Party, debt restructuring or any other circumstances that prevents the Other Party to freely dispose of his/her capital, Donrox B.V. is entitled to terminate or cancel the Agreement with immediate effect, without any obligation for Donrox B.V. to pay any damages or compensation. Any outstanding invoices or claims in the name of the Other Party shall be immediately due and payable.

9. Force majeure

9.1 Donrox B.V. is not obliged to fulfill any obligation to the Other Party in case it is being hampered due to a circumstance that is not due to gross negligence, and neither shall be for the account of Donrox B.V. under the law, a legal act or general acceptance, hereinafter referred to as "force majeure" (Article 6:75 of the Dutch Civil Code).

9.2 In addition to what is included in law and jurisprudence, force majeure shall mean all external causes either foreseen or unforeseen, which Donrox B.V. cannot influence however which prevents Donrox B.V. to meet its obligations under the Agreement. Such situations include any strikes within Donrox B.V. or third parties, as well as the situation that a performance of a supplier of Donrox B.V. is not, not timely or not sufficient delivered to Donrox B.V. Donrox B.V. is also entitled to invoke force majeure if the circumstance preventing (further) compliance occurs after Donrox B.V. should have met its obligations.

9.3 Donrox B.V. is entitled to suspend its contractual obligations during the period of force majeure. If the period of force majeure lasts for longer than three (3) months, either party shall be entitled to dissolve the Agreement without being obliged to pay any compensation for damages to the other party.

9.4 Insofar Donrox B.V., at the time the force majeure commences, has meanwhile partly fulfilled its obligations by virtue of the Agreement, or shall be able to do so, and the fulfilled part and/or the part to be fulfilled represents independent value, Donrox B.V. is entitled to separately invoice the part that has already been fulfilled and/or is yet to be fulfilled. The Other Party is obliged to pay that invoice as though it were for a separate agreement.

10. Compensation and payment

10.1 Unless otherwise expressly agreed in writing, payment must be made within 14 days from the date of invoice and payment must be made in advance.

10.2 The Other Party is never entitled to set off the amount owed by it to Donrox B.V. Objections to the invoiced amount or any other objection(s) shall never suspend the payment obligation of the Other Party.

10.3 If the Other Party fails to make (timely) payment the Other Party shall be immediately in default as from due date without prior notice or summons from Donrox B.V., a Consumer will be first given a default notice. Without prejudice to its other obligations, the Other Party owes interest on the outstanding amount (including collection costs) as from due date of the invoice until the date of payment in full on a monthly basis of 1%. All reasonable judicial and extrajudicial costs made by Donrox B.V. to obtain payment shall be borne by the Other Party.

10.4 Donrox B.V. shall be entitled to use the payments made by the Other Party first to cover the costs, then to cover any interest that has fallen due and finally to cover the principal sum and accrued interest. Payments made by the Other Party will be used by Donrox B.V. in settlement of the oldest due claims.

11. Liability

11.1 Any liability of Donrox B.V. remains at all times limited to the provisions as stated in these general conditions.

11.2 Donrox B.V. and the third parties engaged by Donrox B.V. are not liable for damage (of whatever nature) as a result of:

- incorrect and/or incomplete information provided by the Other Party;
- the purchase of replacement goods, services or technology;
- normal wear and tear and/or depreciation of the product which Donrox B.V. cannot influence;
- changes made to the product by the Other Party or third parties;
- incompetent, careless or improper use of the product, such as: use of the product in a manner other than prescribed or expose of the product to abnormal circumstances;
- circumstances beyond the control of Donrox B.V.

11.3 The liability of Donrox B.V. is in any case limited to the amount paid by its insurance in that case, or if no payment is made by the insurer, up to a maximum of the invoiced amount to the Other Party regarding (the part of) the Agreement to which the liability relates (to a maximum of the invoiced amount over the last two calendar months).

11.4 In the event that liability is assumed, Donrox B.V. is only liable for direct damage. This includes: (1) the reasonable costs to determine the cause and extent of the damage; (2) if applicable, the reasonable costs incurred to resolve the defective performance of Donrox B.V., insofar as this is attributable to Donrox B.V., and (3) the reasonable costs incurred to prevent or limit the damage. The Other Party must be able to demonstrate that these costs have actually led to a limitation of the direct damage.

11.5 Donrox B.V. is never liable for indirect damage. This includes, among other things: consequential damage or loss, lost profit, missed savings and damage or loss as a result of business stagnation.

11.6 The limitation of liability as explained in these general conditions shall not apply if the damage is due to intent or gross negligence on the part of Donrox B.V.

12. Indemnity

12.1 The Other Party indemnifies Donrox B.V., and third parties engaged by Donrox B.V., from any liability towards third parties who suffer damage as a result of the performance of the Agreement and/or the goods delivered by Donrox B.V.

12.2 If the Other Party uses or applies any result obtained from Donrox B.V. or gives third parties the opportunity to use or apply these results, the Other Party indemnifies Donrox B.V. for any liability as a result of damage claimed by the Other Party and/or third parties.

13. Retention of title

13.1 All goods delivered by Donrox B.V. in the context of the Agreement remain the property of Donrox B.V. until the Other Party has met in full all of the obligations under the Agreement.

13.2 The items delivered by Donrox B.V., as referred to in paragraph 1 of this article, may not be resold and may not be used as payment. The Other Party is not authorized to pledge the aforementioned products, transfer them to third parties or alienate or encumber them in any other way.

13.3 In the event of Donrox B.V. wishing to exercise its property rights as provided for in this article, the Other Party hereby gives unconditional and irrevocable permission, now for then, for Donrox B.V. or third parties engaged by Donrox B.V. to enter the places where the property of Donrox B.V. is located and to repossess that property.

14. Obligation to investigate and complaints

14.1 The products to be delivered by Donrox B.V. meet at the moment of delivery the usual requirements and standards that may reasonably be expected and for which they are intended for normal use. The Other Party is bound to investigate or to have investigated the delivered product(s) immediately at the time the product(s) are made available to him/her. In doing so the Other Party should ascertain whether the quality and/or quantity of the delivered product(s) comply with the Agreement(s) and comply with the requirements agreed by the Parties in that respect. Any defects should be reported in writing to Donrox B.V. within 7 days of delivery. The Other Party shall give Donrox B.V. the opportunity to investigate a complaint or have this done by others.

14.2 There may be some differences in the appearance between the supplied product and (online or physical) images or sketches that have been shown by Donrox B.V., such as the color or the shape. These differences do not provide grounds for complaint.

14.3 It is at the expense and risk of the Other Party if there is a defect in the product and this is as a result of or arising from (1) the fact that the Other Party or third parties has tried to repair or alter the product, without prior written permission of Donrox B.V., or if (2) the delivered product has been exposed to abnormal circumstances, or (3) the delivered product has been used in a manner other than the prescribed manner (improper, careless or improper use), or (4) if the defect is wholly or partly the result of regulations that the government has or will set with regard to the nature or quality of the materials used.

14.4 If it is determined that the delivered product(s) is/are deficient, and the complaint was timely filed, Donrox B.V. will repair or replace the deficient product(s) within reasonable time after receiving a written notification of the defect by the Other Party.

14.5 The submission of complaints will never release the Other Party from its purchase and payment obligation towards Donrox B.V.

14.6 In case the Other Party fails to submit a complaint in accordance with the period as mentioned in this Article, any right of the Other Party to claim recovery, replacement or any other compensation lapse.

14.7 Unless these general conditions provide otherwise, any and all legal claims of the Other Party against Donrox B.V. in connection with the performance under the Agreement by it, regardless of their nature, shall expire at any rate by expiry of one year after fulfillment of the Agreement.

15. Warranty

15.1 Donrox B.V. offers a warranty on the operation of the products delivered up to 1 year after delivery of the product. During the warranty period of 1 year, the Other Party is entitled to free replacement or repair, always at the exclusive discretion of Donrox B.V. taking into account the nature of the objects.

15.2 After the 1st year warranty, as stated in article 15.1, the Other Party has a maximum of 1 year warranty. However, after the 1st year, there is no warranty from Donrox B.V., but the legal provisions regarding non-conformity shall apply. In this case, Donrox B.V. reimburses always at the exclusive discretion of Donrox B.V. taking into account the nature of the objects.

15.3 Careless use of the product by the Other Party does not constitute any guarantee and / or obligation on the part of Donrox B.V. Which also means that Donrox B.V. must be notified by the Other Party of any defects in the product as soon as possible, but within 2 months after discovery. Besides, the legal warranty not applicable in case of:

- normal wear and tear and ageing, such as discoloration of the product or a reduction in battery capacity;
- defects that have not occurred because the product has not been used 'normally', e.g. through improper use, use of consumer products for professional purposes or disassembly.

In addition, the guarantee lapses:

- at the moment that the products have become unusable due to breakage;
- if it appears during investigation that a third party has already tried to repair the product. In that case, the research costs will be at the expense of the Other Party.

16. Privacy

Donrox B.V. is familiar with the General Data Protection Regulation (GDPR) and takes this into account when processing the (personal) data of the Other Party and/or participants. No (personal) data is shared with third parties, unless (i) this is necessary for the proper execution of the Agreement; or (ii) Donrox B.V. has a legal obligation to share the (personal) data; or (iii) Donrox B.V. has received explicit permission from the Other Party or participant(s) for this; or (iv) if one of the other legal grounds for the processing of personal data applies. If the Other Party decides to provide third-party personal data to Donrox B.V., the Other Party must ensure an appropriate processor agreement that meets the requirements as set out in the GDPR.

17. Governing law and jurisdiction

17.1 Dutch law is applicable to each and every Agreement and any other legal relationships with Donrox B.V.

17.2 Any dispute about these general conditions and/or the Agreement is subject to the judgment of the competent Dutch court in the residence of Donrox B.V., unless otherwise prescribed by mandatory law.

17.3 The Parties initiate court proceedings only if they have done their utmost to resolve the dispute by mutual consultation.