

General Terms and Conditions Stapps International

Article 1 - Definitions

In these terms and conditions, the following definitions apply:

1. **Supplementary Agreement:** An agreement where the consumer acquires products, digital content, and/or services in connection with a distance contract and these items, digital content, and/or services are supplied by the entrepreneur or by a third party based on an arrangement between that third party and the entrepreneur.
2. **Cooling-off Period:** The period within which the consumer can exercise their right of withdrawal.
3. **Consumer:** A natural person who does not act for purposes related to their trade, business, craft, or profession.
4. **Day:** Calendar day.
5. **Digital Content:** Data produced and delivered in digital form.
6. **Continuous Performance Contract:** A contract that entails the regular delivery of goods, services, and/or digital content over a certain period.
7. **Durable Medium:** Any device that enables the consumer or entrepreneur to store information addressed to them personally in a way that allows future reference or use during a period that is appropriate for the purpose for which the information is intended, and which allows unchanged reproduction of the stored information.
8. **Right of Withdrawal:** The option for the consumer to withdraw from the distance contract within the cooling-off period.
9. **Entrepreneur:** The natural or legal person who offers products, (access to) digital content, and/or services to consumers from a distance.
10. **Distance Contract:** A contract concluded between the entrepreneur and the consumer in the context of an organized system for distance selling of products, digital content, and/or services, whereby up to and including the moment of concluding the contract, only one or more means of distance communication are used.
11. **Model Withdrawal Form:** The European model withdrawal form included in Annex I of these terms and conditions. Annex I does not need to be provided if the consumer has no right of withdrawal regarding their order.
12. **Means of Distance Communication:** A means that can be used to conclude an agreement without the consumer and the entrepreneur being together in the same place at the same time.

Article 2 - Identity of the Entrepreneur

Stapps International Goornsstraat 4 7855 PM Meppen Email address: info@stapps.eu
KVK number: 52963497 VAT identification number: NL001687404B48

Article 3 - Applicability

1. These general terms and conditions apply to every offer from the entrepreneur and to every distance contract concluded between the entrepreneur and the 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, the entrepreneur will indicate, before the distance contract is concluded, how the general terms and conditions can be viewed at the entrepreneur's premises and that they will be sent to the consumer free of charge as soon as possible upon request.
3. If the distance contract is concluded electronically, notwithstanding the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions can be made available to the consumer electronically in such a way that the consumer can easily store it on a durable medium. If this is not reasonably possible, it will be indicated

before the distance contract is concluded where the general terms and conditions can be accessed electronically and that they will be sent to the consumer free of charge electronically or otherwise upon request. 4. If specific product or service conditions apply in addition to these general terms and conditions, the second and third paragraphs apply mutatis mutandis, and the consumer can always rely on the provision that is most favorable to them in case of conflicting terms.

Article 4 - The Offer

1. If an offer has a limited validity period or is made under certain conditions, this will be explicitly stated in the offer.
2. The offer contains a complete and accurate description of the offered products, digital content, and/or services. The description is sufficiently detailed to enable a proper assessment of the offer by the consumer. If the entrepreneur uses images, these are a true representation of the offered products, services, and/or digital content. Obvious mistakes or errors in the offer do not bind the entrepreneur.
3. Each offer contains such information that it is clear to the consumer what the rights and obligations are that are attached to the acceptance of the offer.

Article 5 - The Agreement

1. The agreement is concluded, subject to the provisions in paragraph 4, at the moment the consumer accepts the offer and meets the conditions set.
2. If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm receipt of the acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed by the entrepreneur, the consumer can dissolve the agreement.
3. If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to secure the electronic transmission of data and ensure a safe web environment. If the consumer can pay electronically, the entrepreneur will take appropriate security measures.
4. The entrepreneur can, within legal frameworks, inform whether the consumer can meet their payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the distance contract. If, based on this investigation, the entrepreneur has good reasons not to enter into the agreement, he is entitled to refuse an order or request with reasons or to attach special conditions to the execution.
5. The entrepreneur will send the following information, at the latest upon delivery of the product, service, or digital content to the consumer, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable medium:
 - a. The visiting address of the entrepreneur's business location where the consumer can lodge complaints;
 - b. The conditions under which and the manner in which the consumer can exercise the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
 - c. Information about existing after-sales services and guarantees;
 - d. The price including all taxes of the product, service, or digital content; where applicable, the delivery costs; and the method of payment, delivery, or execution of the distance contract;
 - e. The requirements for terminating the agreement if the agreement has a duration of more than one year or is indefinite;
 - f. If the consumer has a right of withdrawal, the model withdrawal form.
6. In case of an extended transaction, the provision in the previous paragraph only applies to the first delivery.

Article 6 - Right of Withdrawal

For products:

1. The consumer can dissolve an agreement regarding the purchase of a product during a cooling-off period of at least 14 days without giving reasons. The

entrepreneur may ask the consumer for the reason for withdrawal, but not oblige them to state their reason(s).

2. The cooling-off period mentioned in paragraph 1 starts on the day after the consumer, or a third party designated by the consumer in advance, who is not the carrier, has received the product, or:
 - a. if the consumer has ordered multiple products in the same order: the day on which the consumer or a third party designated by them has received the last product. The entrepreneur may, provided he has clearly informed the consumer prior to the ordering process, refuse an order for multiple products with different delivery times.
 - b. if the delivery of a product consists of various shipments or parts: the day on which the consumer or a third party designated by them has received the last shipment or the last part;
 - c. in agreements for regular delivery of products over a certain period: the day on which the consumer or a third party designated by them has received the first product.

For services and digital content not supplied on a tangible medium: 3. The consumer can dissolve a service agreement and an agreement for the supply of digital content not supplied on a tangible medium for at least 14 days without giving reasons. The entrepreneur may ask the consumer for the reason for withdrawal, but not oblige them to state their reason(s).

4. The cooling-off period mentioned in paragraph 3 starts on the day following the conclusion of the agreement.

Extended cooling-off period for products, services, and digital content not supplied on a tangible medium when not informed about the right of withdrawal: 5. If the entrepreneur has not provided the consumer with the legally required information about the right of withdrawal or the model withdrawal form, the cooling-off period ends twelve months after the end of the original, in accordance with the previous paragraphs of this article, cooling-off period.

6. If the entrepreneur has provided the consumer with the information referred to in the previous paragraph within twelve months after the start date of the original cooling-off period, the cooling-off period expires 14 days after the day on which the consumer has 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. He will only unpack or use the product to the extent necessary to establish the nature, characteristics, and functioning of the product. The basic principle is that the consumer may only handle and inspect the product as he would be allowed to do in a shop.

2. The consumer is only liable for depreciation of the product resulting from handling the product in a way that goes beyond what is allowed in paragraph 1.
3. The consumer is not liable for depreciation of the product if the entrepreneur 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

1. If the consumer exercises his right of withdrawal, he shall report this within the cooling-off period by means of the model withdrawal form or in another unequivocal manner to the entrepreneur.
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 authorized representative of) the entrepreneur. This is not necessary if the entrepreneur has offered to collect the product himself. 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 delivered accessories, if reasonably possible in the original state and packaging, and in accordance with the reasonable and clear instructions provided by the entrepreneur.
4. The risk and burden of proof for the correct and timely exercise of the right of withdrawal lie with the consumer.
5. The consumer bears the direct costs of returning the product. If the entrepreneur has not reported that the consumer must bear these costs or if the entrepreneur indicates to bear the costs himself, the consumer does not have to bear the costs for return shipping.
6. If the consumer withdraws after having first explicitly requested that the performance of the service or the supply of gas, water, or electricity not ready for sale in a limited volume or quantity begins during the cooling-off period, the consumer owes the entrepreneur an amount that is proportional to that part of the obligation that the entrepreneur has fulfilled at the moment of withdrawal, compared to full compliance with the obligation.
7. This paragraph does not apply.
8. The consumer bears no costs for the full or partial supply of not on a tangible medium delivered digital content if: a. he has not expressly consented to begin performance of the agreement before the end of the cooling-off period; b. he has not acknowledged losing his right of withdrawal when giving his consent; or c. the entrepreneur has failed to confirm this statement from the consumer.

9. If the consumer exercises his right of withdrawal, any supplementary agreements are legally dissolved.

Article 9 - Obligations of the Entrepreneur in Case of Withdrawal

1. If the entrepreneur makes the notification of withdrawal by the consumer possible electronically, he shall promptly send a confirmation of receipt upon receiving this notification.
2. The entrepreneur reimburses all payments made by the consumer, including any delivery costs charged by the entrepreneur for the returned product, promptly but within 14 days following the day on which the consumer notifies him of the withdrawal. Unless the entrepreneur offers to collect the product himself, he may withhold the reimbursement until he has received the product or until the consumer demonstrates that he has returned the product, whichever is earlier.
3. The entrepreneur uses the same means of payment that the consumer used for reimbursement unless the consumer agrees to a different method. The reimbursement is free of charge for the consumer.
4. If the consumer has opted for a more expensive method of delivery than the cheapest standard delivery, the entrepreneur does not have to refund the additional costs for the more expensive method.

Article 10 - Exclusion of the Right of Withdrawal

The entrepreneur can exclude the following products and services from the right of withdrawal, but only if the entrepreneur has clearly stated this in the offer, at least in time for the conclusion of the agreement:

1. Products or services whose price is dependent on fluctuations in the financial market that the entrepreneur cannot influence and which may occur within the withdrawal period;
2. Agreements concluded during a public auction. A public auction means a method of sale where products, digital content, and/or services are offered by the entrepreneur to the consumer who is personally present or has the possibility to be personally present at the auction, under the direction of an auctioneer, and where the successful bidder is obliged to purchase the products, digital content, and/or services;
3. Service agreements, after full performance of the service, but only if: a. the performance has begun with the consumer's explicit prior consent; and b. the consumer has acknowledged that he loses his right of withdrawal once the entrepreneur has fully performed the agreement; 4, 5, 6 are not applicable.

4. According to consumer specifications made products that are not prefabricated and that are made based on an individual choice or decision of the consumer, or that are clearly intended for a specific person;
5. Products that spoil quickly or have a limited shelf life;
6. Sealed products that are not suitable for return for reasons of health protection or hygiene and whose seal has been broken after delivery;
7. Products that after delivery, by their nature, are inseparably mixed with other items;
8. Paragraph is not applicable;
9. Sealed audio, video recordings, and computer software, whose seal has been broken after delivery;
10. Paragraph is not applicable;
11. The delivery of digital content other than on a tangible medium, but only if: a. the performance has begun with the consumer's explicit prior consent; and b. the consumer has acknowledged that he loses his right of withdrawal.

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 previous paragraph, the entrepreneur can offer products or services whose prices are subject to fluctuations in the financial market and which the entrepreneur cannot influence, with variable prices. This dependence on fluctuations and the fact that any stated prices are target prices will be stated in the offer.
3. Price increases within 3 months after the conclusion of the agreement are only allowed if they result from statutory regulations or provisions.
4. Price increases from 3 months after the conclusion of the agreement are only allowed if the entrepreneur has stipulated this and: a. they are the result of statutory regulations or provisions; or b. the consumer is entitled to terminate the agreement from the day on which the price increase takes effect.
5. The prices mentioned in the offer of products or services include VAT.

Article 12 - Compliance Agreement and Extra Guarantee

1. The entrepreneur guarantees that the products and/or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or usability, and the existing legal provisions

and/or government regulations on the date of the conclusion of the agreement. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.

2. An extra guarantee provided by the entrepreneur, his supplier, manufacturer, or importer never limits the legal rights and claims that the consumer can assert against the entrepreneur based on the agreement if the entrepreneur has failed in the fulfillment of his part of the agreement.
3. An extra guarantee is understood to mean any obligation of the entrepreneur, his supplier, importer, or producer in which he grants the consumer certain rights or claims that go beyond what he is legally required to do in case he has failed in the fulfillment of his part of the agreement.

Article 13 - Delivery and Execution

1. The entrepreneur will take the greatest possible care in receiving and executing orders for products and in assessing requests for the provision of services.
2. The place of delivery is the address that the consumer has made known to the entrepreneur.
3. With due observance of what is stated in article 4 of these general terms and conditions, the entrepreneur will execute accepted orders promptly but no later than within 30 days, unless another delivery period has been agreed upon. If the delivery is delayed, or if an order cannot be executed or can only be partially executed, the consumer will be informed of this no later than 30 days after he has placed the order. In such a case, the consumer has the right to dissolve the agreement without cost and the right to possible compensation.
4. After dissolution in accordance with the previous paragraph, the entrepreneur will immediately refund the amount that the consumer has paid.
5. The risk of damage and/or loss of products rests with the entrepreneur until the moment of delivery to the consumer or a pre-designated and announced representative to the entrepreneur unless explicitly agreed otherwise.

Article 14 - Duration Transactions: Duration, Termination, and Extension

Termination:

1. The consumer can terminate an agreement that has been concluded for an indefinite period and which extends to the regular delivery of products or services at any time with due observance of the agreed termination rules and a notice period of no more than one month.

Article 15 - Payment

1. Unless otherwise stipulated in the agreement or additional conditions, the amounts owed by the consumer must be paid within 14 days after the start of the cooling-off period, or in the absence of a cooling-off period within 14 days after the conclusion of the agreement. In the case of an agreement to provide a service, this period starts on the day after the consumer has received the confirmation of the agreement.
2. When selling products to consumers, the consumer may never be obliged in general terms and conditions to make an advance payment of more than 50%. When advance payment has been stipulated, the consumer cannot assert any rights regarding the execution of the order or service(s) before the stipulated advance payment has been made.
3. The consumer has the duty to report inaccuracies in payment details provided or stated to the entrepreneur without delay.
4. If the consumer does not meet his payment obligation(s) on time, he is, after being notified by the entrepreneur of the late payment and after the entrepreneur has granted the consumer a period of 14 days to still meet his payment obligations, after the failure to pay within this 14-day period, liable for the statutory interest on the amount still due and the entrepreneur is entitled to charge the extrajudicial collection costs incurred by him. These collection costs amount to a maximum of: 15% over outstanding amounts up to €2,500; 10% over the subsequent €2,500 and 5% over the following €5,000 with a minimum of €40. The entrepreneur can deviate from the stated amounts and percentages in favor of the consumer.

Article 16 - Complaints Procedure

1. The entrepreneur has a sufficiently publicized complaints procedure and handles the complaint in accordance with this complaints procedure.
2. Complaints about the execution of the agreement must be submitted to the entrepreneur fully and clearly described within a reasonable time after the consumer has discovered the defects.
3. Complaints submitted to the entrepreneur will be answered within 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the entrepreneur will respond within the 14-day period with a notice of receipt and an indication when the consumer can expect a more detailed answer.
4. The consumer must give the entrepreneur at least 4 weeks to resolve the complaint in mutual consultation. After this period, a dispute arises that is subject to the dispute resolution.

Article 17 - Disputes

1. Agreements between the entrepreneur and the consumer to which these general terms and conditions apply are exclusively governed by Dutch law.

Article 18 - Additional or Deviating Provisions

- Stapps International has no stores or local collection points where you can pick up your order. For each order, we ask for a contribution to the shipping and packaging costs, the amount of which depends on how you want us to send your order. Your order will be conveniently delivered to your home within 7-10 working days (unless otherwise indicated in the offer) to the address you provided.
- All offers are valid while supplies last or as long as the edition lasts.
- Offers that have been paid by you through our website(s) and for which no stock is available will be refunded by us within 5 working days. However, we will first make every effort to investigate whether we can still obtain the out-of-stock item by other means. You will be notified of this by email.
- In case of force majeure, for example, if a government, supplier, or producer decides not to issue a certain product, we cannot deliver the product. We are not liable for any damage that may result from this unless and to the extent that we benefit from the shortcoming that we would not have had with proper performance.
- The images on the website are an impression, intended to give a truthful impression of the real products. They are compiled with the utmost care. However, it is possible that they differ in detail.
- You can return all your orders without giving a reason within 14 days after receipt to:

Stapps Returns Department Goornsstraat 4 7855 PM Meppen

However, do not forget to sufficiently stamp your return shipment. You are always responsible for the return shipment. After receiving your return, you will receive the full order amount paid by you within 5 days.

- If products are sent with an invoice, you must pay within the term stated on it. If payment is not made on time, collection costs will be charged, and after a few payment requests, you will automatically be transferred to our collection agency.

- If you move or change your contact details, you must notify our Customer Service department within a month. You are always responsible for deliveries already sent by us to the old delivery address.

Annex I: Model Withdrawal Form

Model Withdrawal Form

(Please only fill out and return this form if you wish to withdraw from the contract)

- To: Stapps International, Goornsstraat 4, 7855 PM Meppen, info@stapps.eu
- I/We* hereby inform you that I/We* withdraw from our contract of sale of the following products: [product description]* the supply of the following digital content: [digital content description]* the provision of the following service: [service description]*
- Ordered on*/received on* [date of order for services or receipt for products]
- [Name of consumer(s)]
- [Address of consumer(s)]
- [Signature of consumer(s)] (only if this form is notified on paper)