

**Terms of delivery Your Well**  
**Version February 1, 2022**

**Article 1. Definitions**

In these Terms and Conditions, the following terms are understood to mean:

- a. You/your: the natural or legal person with whom Your Well enters into agreements and/or to whom Your Well supplies products;
- b. Conditions: these Your Well delivery conditions;
- c. Your Well: Your Well established in Hellevoetsluis, registered with the Chamber of Commerce under number 50791222.

**Article 2. Applicability**

- 2.1 These Terms and Conditions apply to all offers and quotations from, orders from and agreements with Your Well, unless otherwise agreed in writing.
- 2.2 Accepting an offer or quotation or placing an order implies that You accept the applicability of these Conditions.
- 2.3 The provisions of these Terms and Conditions can only be deviated from in writing.
- 2.4 In the event of a conflict between the provisions of an agreement and the Terms and Conditions, the provisions of the agreement shall apply.
- 1.5 The applicability of any purchase or other terms and conditions is expressly excluded.

**Article 3. Offers/agreements**

- 3.1. All offers and quotations from Your Well are without obligation and Your Well expressly reserves the right to change the prices, see also article 4.
- 3.2. Offers, quotations and price agreements in agreements do not automatically apply for the future.
- 3.3. An agreement is only concluded after acceptance of your order by Your Well, which may also be apparent from the execution of the order or agreement by Your Well.
- 3.4. Your Well has the right to refuse orders or to attach certain conditions to the delivery, unless otherwise agreed in writing. If an order is not accepted, Your Well will inform you within ten (10) working days after receipt of the order.
- 3.5. Your Well has the right to use third parties for the execution of order(s) and agreements. These Terms and Conditions will also apply to You for any third parties to be engaged/engaged by Your Well.

**Article 4. Prices and payments**

- 4.1. The stated prices for the products offered are in Euro, exclusive of VAT and exclusive of handling and shipping costs, any taxes or other levies, unless otherwise stated or agreed in writing. The prices on the website are in Euro and include VAT.
- 4.2. Your Well has the right to change prices, for example but not only due to changed purchase prices and legal regulations.
- 4.3. Payment must be made without discount or compensation within 14 (fourteen) days after the invoice date, unless otherwise agreed in writing.
- 4.4. Payment can be made in advance or upon receipt (by cash on delivery) and for orders via the webshop via iDeal or PayPal. When paying by bank/transfer, the date of payment is the date of crediting the bank account of Your Well.
- 4.5. If the payment term is exceeded, you are in default from the day payment should have been made and from that day you owe default interest per month or part of a month on the outstanding amount, which interest is equal to the statutory interest.
- 4.6. All reasonable judicial and extrajudicial costs incurred by Your Well as a result of Your failure to fulfill your payment obligation will be charged to You. The provisions of the Collection Costs Act and the Extrajudicial Collection Costs Reimbursement Decree apply to extrajudicial collection costs.
- 4.7. In the event of late or non-payment, Your Well has the right to suspend the execution of orders/agreements until all outstanding amounts (invoice amounts, plus interest and costs) have been paid by You to Your Well or, after further notice of default, to terminate the agreement. dissolve. In the event of dissolution, Your Well's claim against you is immediately due and payable.

## **Article 5. Delivery**

- 5.1. The delivery times stated by Your Well are only indicative and based on the information known at that time. Exceeding a delivery term does not entitle you to compensation, nor the right to cancel your order or to dissolve the agreement. If the delivery period is exceeded, Your Well will inform you where possible.
- 5.2. The delivery of the products takes place at the place and time at which the products are ready for shipment to You. The risk is for your account from the time of delivery.
- 5.3. If you do not accept orders after the expiry of the delivery time, they will be stored at your expense and risk. This does not affect your obligation to pay for the order(s).
- 5.4. Your Well has the right to make partial deliveries, which Your Well may invoice separately. As long as a partial shipment has not been paid, Your Well is entitled, without further notice of default being required, to
- 5.5. If You provide Your Well with an address, Your Well has the right to ship all orders to that address, unless You inform Your Well in writing that the orders should be sent to another address.
- 5.6. The manner of transport, shipment, packaging and the like will be determined by Your Well as a good merchant, if You do not give any indication to this effect, without Your Well bearing any liability for this. Your Well will only carry out any specific wishes with regard to transport/shipment if you have stated that you will pay the extra costs for this.
- 5.7. The transport is always at your expense and risk, even if carriage paid delivery has been agreed, even if the carrier stipulates that all transport damages are for the account and risk of the sender.

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

- 6.1. Ownership of the delivered products only transfers when you have paid all amounts owed to Your Well on the basis of any order or agreement. You are obliged to treat the delivered products with care and may not hand them over to third parties, pledge them, lend them or remove them (or have them removed) until the entire purchase price and any associated interest and costs have been paid in full, unless this is part of a normal business is necessary.
- 6.2. In the event of non-payment of a claim due, Your Well has the right to reclaim the delivered goods as its property without judicial intervention, without prejudice to the right to demand compensation for any loss or damage.

## **Article 7. Non-performance and termination**

- 7.1. An agreement can be dissolved in writing, without judicial intervention, if the other party, after proper notice of default, still fails to fulfill its obligations, including but not limited to payment obligations, under the agreement after having been given a reasonable term to do so.
- 7.2. Your Well has the right to terminate an agreement with immediate effect if you:
- a. files a request for suspension of payments, is declared bankrupt, placed under guardianship, assigns an estate or if all or part of your property is seized;
  - b. die, proceed to cessation or (partial) transfer of your company, including the contribution of your company to a company to be incorporated, or you change the objective of your company.
- Your Well is not obliged to pay any compensation as a result of a termination as described in Article 7.2.

## **Article 8. Intellectual Property Rights**

- 8.1. All copyrights, patent rights, trade name rights, trademark rights and other intellectual and industrial property rights in the products supplied by Your Well (hereinafter collectively referred to as: "Intellectual Property Rights") are the exclusive property of Your Well or its licensor(s).
- 8.2. You must fully and unconditionally respect all Intellectual Property Rights resting on the products delivered by Your Well.
- 8.3. Your Well does not guarantee that the products delivered to You do not infringe any (unwritten) Intellectual Property Rights of third parties.

## **Article 9. Warranty and complaints**

- 9.1. Unless Your Well issues a warranty certificate itself and with due observance of the limitations set out below, Your Well guarantees the proper functioning of the products it supplies only insofar as this is guaranteed by its relevant suppliers or manufacturers.
- 9.2. Warranty does not apply if:
- errors or defects are the result of injudicious use by you and/or third parties engaged by you, normal wear and tear or if it concerns causes other than faulty material or manufacturing;
  - You do not, not timely or not properly comply with an obligation under the agreements and/or these Terms and Conditions.

9.3. You will examine on delivery whether the products correspond to the order or agreement. If this is not the case, You must inform Your Well of this in writing as soon as possible and in any case within seven (7) working days after delivery, at least after observation was reasonably possible. Complaints received by Your Well after the expiry of this period do not have to be dealt with by Your Well. A term of 30 (thirty) days applies to consumers. Minor, customary, commercially acceptable or technically unavoidable deviations in size, quality, colours, finish and the like cannot constitute grounds for complaints.

9.4. If it is shown that the products do not comply with the order or the agreement, Your Well has the choice to replace the products in question with new products against their return or to refund the invoice value of the products ordered but not correctly delivered.

9.5. The following applies to consumers: if you do not wish to purchase a product for whatever reason, you have the right to return the product to Your Well within 30 (thirty) after delivery. Returns are only accepted in this case if the packaging of the product is undamaged, whereby the costs for returns are also for your account.

## **Article 10 Liability**

10.1. Unless mandatory legal provisions provide otherwise, Your Well's liability is limited to the warranty obligation referred to in Article 9.

10.2. For misunderstandings, mutilations, delays or improper transmission of orders and communications as a result of the use of the Internet or another means of communication in the traffic between You and Your Well, or between Your Well and third parties, insofar as it relates to the relationship between Your Well is not liable, unless and insofar as there is intent or gross negligence on the part of Your Well.

10.3. Your Well is not liable for and therefore not obliged to pay compensation for direct or indirect damage of any kind, including in any case but not limited to trading loss to movable or immovable property or to persons caused by defects at both you and third parties. to products sold and delivered, while Your Well is also not obliged to repair defects that are the result of natural wear and tear, injudicious or incorrect treatment and/or excessive loading.

10.4. Your Well is not liable for damage that has arisen or is caused by the use of the delivered item or by its unsuitability for the purpose for which you purchased it.

10.5. If the above exclusion of liability cannot be invoked, Your Well's liability is at all times limited to the amount that is paid out in the relevant case under the applicable liability insurance of Your Well. If for whatever reason no payment is made under this liability insurance, any liability of Your Well is limited to an amount equal to the amount that Your Well has charged You in the previous 12 (twelve) months. In that case, the total liability will never exceed € 10,000 (ten thousand euros).

10.6. Third parties who are not themselves a party to orders placed with and/or agreements with Your Well cannot derive any rights from these orders or agreement. You indemnify us against all claims from third parties with regard to products delivered by Your Well, unless it is established in legal proceedings that these claims are the direct result of gross negligence on the part of Your Well and You also demonstrate that in this no blame whatsoever.

10.7. The limitation of liability of Your Well described in this article is also stipulated for the benefit of third parties engaged by Your Well.

10.8. Claims in connection with alleged liability of Your Well must be submitted as soon as possible, but at the latest within 12 (twelve) months after delivery of the products.

10.9. With regard to consumers, the above exclusion or limitation of liability only applies to the extent permitted by law.

## **Article 11. Force majeure**

11.1 In the event of force majeure, Your Well has, in addition to its other rights, the right, at its own discretion, to suspend the execution of your order or to dissolve the agreement without judicial intervention. Your Well will inform you of its decision in writing. In this case, Your Well is not obliged to pay any compensation.

11.2 Force majeure is in any case but not limited to: strike or lock-out, (declaration of the state of) war or siege, mobilization, riot, fire, transport difficulties, extreme weather conditions, pandemic, government measures that prevent the execution of the agreement or hinder, in any case including temporary business closures, import and export bans, business disruptions at our suppliers, as well as default by our suppliers as a result of which Your Well can no longer fulfil its obligations towards You and all other circumstances that are independent of Your Well's will that hinder or exclude the execution of the agreement.

## **Article 12 Privacy/personal data**

12.1 In connection with the execution of orders and agreements, Your Well has the right to use personal data of you and possibly of your employees. This includes, but is not limited to, names, telephone numbers and e-mail addresses.

12.2 Your Well has the right to share this personal data with third parties engaged by Your Well for the execution of orders or agreements. These third parties are prohibited from using this personal data for any other purpose.

12.3 Your Well also has the right to disclose personal data to third parties in connection with the sale, transfer or delivery of (a part of) Your Well's business or in the context of an audit. Your Well ensures that the third party will maintain confidentiality with regard to the personal data and that this party complies with the necessary security measures and our instructions.

12.4 For more information about how we handle personal data, reference is made to Your Well's Privacy Policy, which can be found at <https://www.wereldvanzeewier.nl/privacy>.

## **Article 13. Miscellaneous**

13.1 Your Well has the right to unilaterally change these Terms and Conditions. Such changes will be announced as much as possible 1 (one) month before they come into effect via the Your Well website. You can terminate agreements and/or cancel orders within 2 (two) weeks after announcement of changed Terms and Conditions if the changes are material and/or unreasonable for you. Termination or cancellation does not entitle you to compensation.

13.2 If Your Well allows deviations from these Conditions, whether tacitly or not, for a short or longer period of time, this does not affect its right to claim direct and strict compliance with these Conditions.

13.3 If one or more of the provisions of these Terms and Conditions or any other agreement with Your Well should be void, voidable or contrary to the law, the relevant provision will lapse and Your Well and You will enter into consultation to amend the relevant provision. to be replaced by a provision of the same effect that is not null, voidable or contrary to the law.

## **Article 14. Applicable law and competent court**

14.1 All offers, quotations, orders and agreements between You and Your Well are exclusively governed by Dutch law.

14.2 Any disputes are preferably resolved amicably.

14.3 If You and Your Well are unable to resolve a dispute amicably within a reasonable period of time, the dispute will be settled at the request of the most reasonable party by the court in the district where Your Well is located, unless mandatory legal rules provide otherwise.