

General Terms and Conditions of Sale and Delivery

LE ROUX VERPAKKINGEN BV
trading as Disposable Discounter / Dunistore.com

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GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

GENERAL PART

I General provisions

These General Terms and Conditions have a three-tier structure, in the sense that they start with a general part that concerns both Business Clients and Consumers, which is followed by a part that only refers to Business Clients and finishes with a part that only refers to Consumers. In the event of any incompatibilities between the general provisions and the special provisions for Business Clients or Consumers, the special provisions for Business Clients or Consumers will be given priority over the general provisions.

1. Definitions

Offer(s)	an Offer on the website of the Seller to enter into an Agreement for the Delivery of a specific quantity of Goods against a specific price;
Bulk Order(s)	Orders of ten or more items of one type of Goods;
Order(s)	an affirmation, within the meaning of Section 6:217 of the Dutch Civil Code, of the Buyer to buy Goods from the Seller against the price and quantity stated in an Offer;
Confirmation	acceptance, within the meaning of Section 6:217 of the Dutch Civil Code, by the Seller of an Order from the Buyer on the Seller's website;
Consumer	a natural person, not acting in the course of a profession or business;
Goods	the Goods to be supplied by the Seller to the Buyer on the basis of an Agreement;
Buyer	the Consumer and/or Business Client;
Delivery	delivery of Goods to the Buyer as provided for in Article 5 of the Terms and Conditions;
Agreement	each agreement concluded between the Seller and the Buyer;
Party/Parties	the Seller and the Buyer, each on their own behalf;
Seller	the private company with limited liability Le Roux Verpakkingen BV (CoC Number: 50091824), trading as Disposable Discounter & Dunistore.com, with its registered office in Assen, user of these Terms and Conditions;
Terms and Conditions	these General Terms and Conditions of Sale and Delivery of the Seller;
Business Client	the party with which the Seller has an agreement, acting in the course of a profession or business.

General

- 1.1. These Terms and Conditions apply to all Offers and Agreements and subsequent Agreements between the Parties, and all agreements and/or legal relationships arising from and/or relating to them, unless otherwise has been expressly agreed between the Parties.
- 1.2. Any derogations of and/or amendments to these Terms and Conditions will apply only if they have been agreed between the Parties in writing.
- 1.3. The applicability of general terms and conditions or terms and conditions used specifically by the Buyer is expressly dismissed by the Seller. The Seller's terms and conditions will apply only if they have been expressly declared to be applicable to any Agreement in writing by the Seller. Such acceptance of the applicability of the Buyer's terms and conditions to an Agreement will not under any circumstances imply that those terms and conditions will also be tacitly applicable to any subsequently concluded Agreement.
- 1.4. In the event of the invalidity and/or nullification of one or more provisions of the Terms and Conditions, this will not affect the validity and applicability of the other provisions of the Terms and Conditions. The Parties will enter into consultation in order to replace an invalid and/or nullified provision of the Terms and Conditions with a provision that is valid and/or which is not subject to nullification and which reflects the purpose and essence of the invalid or nullified provision as much as possible.
- 1.5. If the Terms and Conditions have been applicable to any Agreement between the Parties, they will automatically apply to each subsequently concluded agreement, unless otherwise has been expressly agreed between the Parties.
- 1.6. Where an Agreement derogates of one or more provisions of the Terms and Conditions, the provisions of the Agreement will be given priority. The other provisions of the Terms and Conditions will in that case remain fully applicable to an Agreement.
- 1.7. In the event of an interpretation of the content and essence of these Terms and Conditions and/or the translation thereof, the relevant Dutch text will always be decisive.
- 1.8. The Seller is authorised to amend all the provisions from these Terms and Conditions unilaterally.

2. Information on the website and Offers

- 2.1. The information and/or images of Goods shown on the website only serve as an indication of the Goods offered by the Seller. The Goods to be delivered by the Seller can deviate from the information and images shown by the Seller. The Buyer cannot derive any rights from the information shown on the website.
- 2.2. Offers on the Seller's website are non-binding, unless expressly specified otherwise. Any apparent errors or mistakes in an Offer are not binding on the Seller.

3. Obligations of the Buyer

- 3.1. The Buyer guarantees that the details submitted when creating an account on the Seller's website as well as the details submitted by the Buyer when placing an order are correct, complete and not misleading.
- 3.2. If the details required for the fulfilment of an Agreement are not provided to the Seller on time, the Seller, having given notice of default to the Buyer and having given the Buyer a reasonable term of seven (7) days to provide the required details, will be entitled to suspend the fulfilment of an Agreement and/or to charge the extra costs arising from the delay to the Buyer, in accordance with the rates generally applied at that time. Any term of Delivery will not commence until after the Buyer has made the details available to the Seller. The Seller will not be liable for any damage, of whatever nature, caused by the fact that the Seller has used the incorrect and/or incomplete details provided by the Buyer.

4. Offer and Agreement

- 4.1. An Agreement is concluded after written (digital) Confirmation by the Seller and is entered into under the suspensive condition of the presence of sufficient stock of the relevant Goods.

5. Price

- 5.1. All the prices of the Seller stated are in euro. In the case of a Business Client, the price shown is exclusive of VAT; the price shown for Consumers is inclusive of VAT and any other costs.
- 5.2. Exchange rates shown by the Seller are indicative only and are never binding. All risks regarding currency differences and costs arising from payment transactions will always be borne by the Buyer.
- 5.3. The price shown is exclusive of any other costs, surcharges and levies, including transport costs, unless otherwise has been expressly agreed in writing. Any discounts can only be agreed expressly in writing.

6. Payment

- 6.1. Payment is made in euro and must always take place immediately after the Buyer has placed an Order with the Seller. Payment must take place via one of the payment options offered by the Seller on its website, unless the Parties have expressly agreed otherwise in writing.
- 6.2. The Buyer must report any inaccuracies in issued or stated payment details to the Seller without delay.
- 6.3. The payments made by the Buyer are applied firstly to settle the costs, then the interest that has fallen due and finally the oldest outstanding invoice, even if the Buyer states that the payment relates to a later invoice.

7. Reservation of title and securities

- 7.1. The Seller reserves the title of all the Goods it has delivered and is to deliver to the Buyer until the date on which payment is made in full for all claims regarding the consideration for the Goods delivered or to be delivered by the Seller to the Buyer under any Agreement or any activities performed or to be performed for the Buyer under any Agreement, and also regarding any claims due to the failure to comply with any Agreement.
- 7.2. All the Goods delivered by the Seller to the Buyer are delivered subject to an undisclosed pledge. The Buyer will become the owner of goods once the reservation of title encumbered by an undisclosed pledge to the benefit of the Seller has terminated. This pledge serves as an additional security for the payment of all the Seller can claim from the Buyer, for whatever reason.
- 7.3. As long as the ownership of the delivered goods has not been transferred to the Buyer, the Buyer may not dispose of or encumber the Goods, other than in the course of their profession or business.
- 7.4. If the Buyer is in default, the Seller will be entitled at all times, without any prior notification, to recover from the Buyer the Goods that have remained unpaid. The Buyer undertakes to cooperate for that purpose as required, which involves but is not limited to giving notice of the location of the goods and providing access to the goods.
- 7.5. If third parties confiscate the Goods delivered under the reservation of title or wish to vest rights in them or derive rights from them, the Buyer must notify the Seller thereof as soon as can be reasonably expected.
- 7.6. From the moment of Delivery until the time of full payment, the Buyer must insure and keep insured the delivered Goods against the usual risks at their own expense, under the normal conditions, with a reputable insurance company.

8. Force majeure

- 8.1. In these Terms and Conditions, force majeure is understood to mean in any case - and therefore not exclusively - in addition to all that is included in the law and jurisprudence in this respect, all exterior causes, anticipated or not anticipated, on which the Seller cannot exercise any influence or have any influence within reason, and which make the Delivery of the Goods impossible in full or in part and temporarily or permanently, in particular, but not exclusively, as a consequence of epidemics, pandemics, war, danger of war, riots, storm, flooding, industrial action, transport difficulties, fire, government measures - including in any case import and export bans and import quotas - and operational or machine failures.
- 8.2. In the event of force majeure, the Seller will be entitled, at its discretion, to suspend the fulfilment of the relevant Agreement or to terminate an Agreement extrajudicially in full or in part. The Seller will not be obliged to pay any form of compensation.
- 8.3. The Buyer is entitled to terminate an Agreement if the force majeure situation on the part of the Seller continues for more than sixty (60) working days and the Seller has been unable to fulfil its obligations in the aforementioned period. The Seller will not be obliged to pay any form of compensation.

9. Suspension and termination

- 9.1. If either Party fails to comply with an Agreement, that Party will be in default after it has been given notice of default and has been granted a reasonable term of fourteen (14) days in which still to comply with the Agreement.
- 9.2. If the Buyer fails to comply with an Agreement, the Buyer will forfeit to the Seller, without further notice of default being required, an immediately payable penalty, not subject to judicial mitigation, of 25% of the net invoice value for each infringement.
- 9.3. In derogation of the provisions of Section 6:92 (2) of the Dutch Civil Code, a penalty incurred on the basis of Article 9.2 does not affect the Seller's opportunity to claim compensation.
- 9.4. The Seller is entitled to terminate an Agreement - without court intervention - with immediate effect in full or in part, without prejudice to the Seller's right to claim compliance or compensation (instead of this or in addition to this) and/or to take other legal steps, if:
 - (a) the Buyer fails to comply with an Agreement in any manner towards the Seller, even after the Seller has set a reasonable term within which to remedy the failure;
 - (b) after concluding an Agreement, circumstances of which the Seller has become aware give good reason to fear that the Buyer will not comply with the Agreement or will not do so in time, such at the sole discretion of the Seller;
 - (c) the Buyer is declared bankrupt or its bankruptcy or suspension of payments has been applied for or granted, the Business Client goes into liquidation or ceases its business activities, the Business Client offers a composition, all or part of the assets of the Business Client are seized or the Business Client turns out to be insolvent otherwise;
 - (d) circumstances occur which are such that compliance with an Agreement is impossible or other circumstances occur that are of such a nature that unaltered maintenance of an Agreement cannot be required of the Seller within reason.
- 9.5. The Buyer will only be authorised to terminate an Agreement in the event of failure and on the condition that the Seller, following a proper written notice of default stating as many details as possible, granting a reasonable term in which to remedy the failure, continues to fail imputably in its compliance with essential obligations under the relevant Agreement. The reasonable term for compliance set by the Buyer must be at least 30 days and take into account all the circumstances of the specific case.

10. Intellectual property rights

- 10.1. Any entitlement to existing and future intellectual property rights (in particular but not limited to copyrights, design rights, trademark rights, patent rights, trade name rights, databank

rights and knowhow) and the corresponding materials such as any designs, sketches, drawings, documentation and any associated preparatory material of the Seller (or possibly its licensors/suppliers) continues to be vested in the Seller.

- 10.2. If special Goods are produced at the Buyer's request, the Buyer will grant to the Seller a non-exclusive, non-transferable and irrevocable licence to use visual material (including photos and video material) of all the Goods it has delivered and/or produced for representation purposes in the widest sense.
- 10.3. The Buyer is not allowed to modify the Seller's design in any way, unless otherwise follows from the nature of the delivered products or otherwise has been expressly agreed in writing.
- 10.4. If special packaging is designed and/or Goods are composed for the Buyer by the Seller at the Buyer's request, that design and/or product composition will remain the Seller's property at all times. If the Buyer terminates an Agreement, for whatever reason, the Buyer will be obliged to continue to buy the special Goods produced by the Seller that are still in stock against the price most recently applied.

11. Confidentiality

- 11.1. Both Parties must observe confidentiality with regard to all confidential information they have obtained from each other or from another source within the context of their Agreement. Information is considered confidential if one Party has described it as such or if this follows from the nature of the information.
- 11.2. If, under any statutory provision or court decision, the Seller must provide confidential information to third parties designated by the law or the competent court, and the Seller cannot claim any statutory right or right acknowledged by the competent court to refuse to give evidence, the Seller will not be held to pay any damages or compensation. The Buyer will not be entitled to terminate an Agreement in such a case either.

12. Applicable law and disputes

- 12.1. Any Agreements and any disputes arising from them will be subject to Dutch law only, with the exclusion of Dutch private international law and the Vienna Convention on Contracts for the International Sale of Goods (CISG).
- 12.2. Any disputes arising from an Agreement will be submitted exclusively to the relevant competent court in the court district of Northern Netherlands, location: Assen.

SPECIAL PART

II BUSINESS CLIENTS

13. Bulk Orders

- 13.1. The Seller is entitled to refuse any Bulk Orders or Orders of a value of more than EUR 500 exclusive of VAT and other costs and surcharges, even after a Confirmation, without stating its reasons, and without being held to pay any compensation or damages.

14. Samples and models

- 14.1. Any samples and/or models shown and/or made available by the Seller will only be assumed to have been made available as an indication. The Goods to be delivered may differ from the sample and/or model shown and/or made available in terms of colour and pattern, unless the Parties have expressly agreed otherwise in writing.
- 14.2. A Business Client must inspect the shown and/or sent samples and/or models on the basis of the currently applicable standards and testing methods, at the Seller's discretion, within seven (7) days of Delivery of the samples and/or models, unless the Parties have expressly agreed otherwise in writing.
- 14.3. Any machine models and other models made available to the Business Client must be returned to the Seller within fourteen (14) days of Delivery, unless otherwise has been expressly agreed in writing. If the Business Client remains in default in terms of these returns, the Seller may recover the costs arising from this from the Business Client.

15. Delivery

- 15.1. Delivery takes place Ex Works (EXW), as described in the most recent Incoterms, unless otherwise has been expressly agreed in writing.
- 15.2. If the Seller looks after the transport/dispatch of Goods, this will be done at the expense and risk of the Business Client. The Seller is entitled to charge the transport and administrative costs, including the applicable import duties and other taxes and/or levies to the Business Client.
- 15.3. In principle, Bulk Orders are all delivered at the same address. Without prejudice to the above, the Seller may deliver Bulk Orders at different addresses and in parts.
- 15.4. The Seller may deliver Orders in instalments, unless otherwise has been expressly agreed in writing. Each instalment will be regarded as a single, independent delivery transaction, with all the relevant legal consequences.
- 15.5. If the Business Client fails in its compliance with any obligation arising from the current or a previous Delivery or instalment of a Delivery, or the Business Client fails to call off Orders on time, the Seller will be entitled to suspend further Deliveries until the Business Client has met all their obligations towards the Seller.
- 15.6. The Seller reserves the right to charge costs for resending Goods if the Business Client fails to comply with the conditions set out in Article 17.
- 15.7. The delivery volumes of personalised Goods produced at the request of the Business Client may deviate by an average of 15%. The Seller may decide not to deliver Orders until payment of the surplus production and subsequent calculation of dispatch and/or freight costs has been received.

16. Terms

- 16.1. The delivery term does not commence until all the details, documents, the deposit/payment and, where agreed, additional securities have been received by the Seller.
- 16.2. If, for the performance of specific activities or for the Delivery of Goods, a term has been agreed or stated, this will never apply as a final deadline. The agreed term is indicative only. If the Seller exceeds a delivery term, the Business Client must give the Seller notice of default first and offer the Seller a reasonable extra term of at least fourteen (14) days to comply before the Seller will be in default.

17. Delivery obligations

- 17.1. The Business Client is obliged to cooperate with the Delivery and/or unloading of Goods at the agreed delivery address. If the Business Client fails to do so, the costs and damage incurred as a consequence will be payable by the Business Client in full. This also qualifies as an attributable failure in the compliance with an Agreement, and the Seller is therefore entitled to terminate an Agreement immediately.

18. Inspection and complaints

- 18.1. The Business Client must inspect the delivered Goods and packaging materials for any transport damage immediately upon delivery. Any damage to packaging materials (including the outer box) must be mentioned by the Business Client on the consignment note.
- 18.2. The Business Client must inspect the delivered Goods for conformity (including correctness, quality, weight/quantity and/or packaging) immediately upon Delivery. The Business Client must notify the Seller in writing immediately upon discovery of any faults, with detailed information about the nature of and the reason for the complaint.
- 18.3. The complaints referred to in Article 18.2 must be submitted in writing to the Seller within fourteen (14) days of Delivery. In the absence of a timely report, Goods are deemed to have been delivered to the Business Client in good order, complete and without any faults, and to have been accepted as such by the Business Client. The term referred to in this article is a due date.
- 18.4. Minor deviations regarding the stated volumes and other details (including but not limited to quantities, natural colours, lines, bubbles, dents and hairline cracks) are not considered failures. Minor deviations in terms of quantities are understood to be any deviation of less than 15% of the total stated volume. In such a case the Goods are deemed to have been delivered properly and in accordance with the Agreement.
- 18.5. In the event of the Delivery of Goods that do not correspond to an Agreement, the Seller will not be held to do anything other than redeliver sound Goods or credit the purchase price, such at the sole discretion of the Seller.
- 18.6. Goods not corresponding to an Agreement will be credited in euro. If this involves currency differences and/or costs, these will be borne by the Business Client.
- 18.7. If the Goods delivered by the Seller are modified or processed in any way, are fully or partially damaged, packed or repacked, are not stored, transported, kept or processed in accordance with statutory provisions or instructions (for storage, transport, processing, etc.) issued by the Seller or general common practice or standards or if the delivered Goods are sold to a third party, the Goods will be deemed to have been delivered properly and in accordance with the Agreement.
- 18.8. Goods can only be returned after this has been expressly agreed in writing with the Seller. The costs involved in returning the Goods will be borne by the Business Client, unless otherwise has been expressly agreed in writing.
- 18.9. The following conditions apply to returning Goods:
 - (a) the packaging must be intact (with the exception of the outer box), the Goods must not be damaged and the packaging and Goods must be free from any writing, stickers and tape;

- (b) the Goods to be returned must be properly packed (in an outer box) and include the completed claim/return slip, and
- (c) returned Goods are credited after receipt, inspection and approval by the Seller, without payment of the dispatch costs incurred by the Business Client and the dispatch costs charged by the Seller.

18.10. The following Goods cannot be returned in any case:

- (a) Goods ordered and/or produced especially for the Business Client;
- (b) Goods delivered outside the Netherlands;
- (c) packaging of food- or hygiene-related Goods if the packaging is no longer intact;
- (d) any Goods if the seal has been broken, and
- (e) Bulk Orders or Orders of over EUR 500 exclusive of VAT and any other costs, surcharges and levies.

18.11. The Seller reserves the right to charge costs for resending or destroying the Goods if the Business Client fails to comply with the conditions in Article 18.9.

18.12. Filing a complaint does not release the Business Client from their purchase and/or payment obligations.

19. Settlement and additional security

- 19.1. The Seller may always offset all it owes to the Business Client against what the Business Client owes to the Seller, whether or not this is due and payable and subject to conditions or a time limit.
- 19.2. The Business Client may never offset a claim against the Seller for what they owe to the Seller, for whatever reason. Objections to the amount of an invoice will not suspend the payment obligation.
- 19.3. The Seller may require additional security on the basis of its assessment of the Business Client's credit standing at all times. The Business Client must take all necessary actions to facilitate this compulsory provision of security immediately when requested by the Seller.

20. Overdue payment

- 20.1. If the Business Client fails to pay an invoice on time, the Business Client will be in default by operation of law, without any further notice of default being required. The Business Client will then owe the statutory commercial interest rate. The interest over the amount due will be calculated from the time when the Business Client is in default until the time of full and final settlement. Moreover, the Business Client will be obliged to pay in full the extrajudicial and judicial costs, including all full actual costs charged for procedural and general legal assistance and legal advice, such as full bailiff and lawyer fees and any fees of other third parties in relation to the collection of the claim, the amount of which will be set at 15% of the total outstanding amount (exclusive of VAT) at least, with a minimum of EUR 350 (three hundred and fifty euro).

21. Evidence

- 21.1. The Seller keeps a record of the rights and obligations it has towards a Business Client in an Agreement. In relation to the Business Client, the Seller's accounting records apply as full and conclusive evidence between the Parties, subject to proof to the contrary.
- 21.2. Within the context of the Seller's reservation of title and the reserved pledge, as referred to in Article 6, the Parties agree that in the case of commixtion - insofar as such cannot be evidenced in any other way by the Seller and/or the Business Client - Goods present at the Business Client will be deemed to have been delivered by the Seller in full or in part, and therefore to be subject to the reservation of title or the reserved pledge of the Seller. For this purpose, the Parties will take into account all the Goods received by the Business Client over the twelve (12) months preceding the Seller claiming its reservation of title and/or its reserved pledge. The total number of Goods received by the Business Client, as

referred to in the preceding sentence, will be apportioned pro rata parte among the Goods present at that time. The pro rata parte portion supposed to have been supplied by the Seller will be deemed to be subject to the Seller's reservation of title or reserved pledge.

22. Liability and compensation

- 22.1. The Seller will be liable only for any damage arising directly from attributable failure and relating directly to an Agreement or the fulfilment of that Agreement. The Seller will not be liable for any damage arising from or relating to:
- (a) failure to comply properly with statutory provisions and/or instructions for storage, transport, processing, use, etc. issued by the Seller;
 - (b) failure to comply properly with generally applicable practices and standards with regard to the Goods;
 - (c) incorrect and/or incomplete details provided by or on behalf of the Business Client;
 - (d) consequential damage;
 - (e) loss of turnover and/or profit;
 - (f) loss of goodwill;
 - (g) missed savings;
 - (h) investments made;
 - (i) business interruption and/or costs incurred for the purpose of its prevention, identification or limitation;
 - (j) costs incurred to obtain an out-of-court settlement for indirect damage.
- 22.2. Insofar as the Seller is liable, such liability, for whatever reason, will always be limited to a maximum of twice the net invoice value (therefore without VAT and additional costs and/or levies) of the delivered Goods or up to the amount that is paid by the Seller's corporate liability insurance in the relevant case on the basis of a damage report, to be increased by the Seller's own risk.
- 22.3. If the Seller suspends or terminates the Agreement it will not in any way be obliged to compensate losses and costs, regardless of their cause.
- 22.4. For the purpose of the application of this article, a series of related damage-causing events will be considered to be one event/claim.

22.5. The restrictions and/or exclusions with regard to liability referred to in this article also apply to the benefit of the Seller's staff and auxiliary staff involved in the fulfilment of an Agreement. This article is a third-party clause without consideration.

23. Indemnity

23.1. The Business Client indemnifies the Seller against all claims of third parties, made for whatever reason, suffering damage related to the implementation of an Agreement for which a party other than the Seller can be held accountable.

23.2. The indemnity referred to in Article 23.1 also applies to the benefit of the Seller's staff and auxiliary staff involved in the fulfilment of an Agreement.

23.3. If the Seller is held accountable by third parties on the basis of a claim as referred to in Article 23.1, the Business Client will be obliged to assist the Seller both judicially and extrajudicially and to do all that can be expected of them in that case without delay. If the Business Client continues to fail to meet their obligations and to take adequate measures, the Seller will be entitled to take such measures without any notice of default being required. All costs and damage suffered on the part of the Seller and third parties as a consequence thereof will be entirely at the expense and risk of the Business Client.

III Provisions for Consumers

24. Delivery

24.1. The place of Delivery is the address given by the Consumer to the Seller.

25. Late payment

25.1. If the Consumer fails to comply with their payment obligations on time, the Consumer, having been made aware of the late payment by the Seller and having been granted an additional term of fourteen (14) days to comply with their payment obligations, will owe the statutory interest rate over the outstanding amount in the event of nonpayment. The Seller may charge the extrajudicial collection charges it has incurred. These collection charges are a maximum of: 15% of outstanding amounts up to EUR 2,500, 10% of the subsequent EUR 2,500 and 5% of the following EUR 5,000, with a minimum of EUR 40. The Seller can deviate from the amounts and percentages stated to the benefit of the Consumer.

26. Right of withdrawal

26.1. Insofar as the right of withdrawal has not been excluded in Article 30.1 of these Terms and Conditions, the Consumer can cancel an Agreement for the purchase of Goods during the statutory cooling-off period of fourteen (14) days without stating any reasons. The Seller may ask the Consumer about their reasons for withdrawal but cannot require them to state their reasons.

26.2. The cooling-off period referred to in paragraph 1 commences on the day after the Consumer, or a third party designated by the Consumer in advance, not being the transport operator, has received the Goods, or:

(a) if the consumer has ordered several products as part of a single order: the date on which the consumer, or a third party designated by him, has received the last product. The Seller may refuse to accept an Order for several Goods with different delivery times, provided that it has provided clear information about this to the Consumer prior to the ordering process;

(b) if the Delivery of Goods consists of several shipments or parts: the date on which the Consumer, or a third party designated by them, has received the last shipment or part;

27. Obligations of the Consumer during the cooling-off period

27.1. The Consumer must handle the delivered Goods with care during the cooling-off period. The Consumer will only unpack or use the Goods to the extent necessary to determine the nature, properties and operation of the Goods. The underlying principle is that the

Consumer may only handle and inspect the Goods to the extent that the Consumer would be allowed to do so in a shop.

27.2. The Consumer will only be liable for any reduction in value of the delivered Goods where such is caused by how the Goods have been handled and where such handling goes beyond what is permitted under Article 27.1.

27.3. The Consumer will not be liable for any reduction in the value of the delivered Goods if the Seller has not provided all the information about the right of withdrawal required by law before or during the conclusion of an Agreement.

28. Exercise of the right of withdrawal by the Consumer and the relevant costs

28.1. If the Consumer exercises the right of withdrawal, the Consumer will inform the Seller thereof within the cooling-off period by using the standard form or in any other unambiguous manner. This model form can be found on the Seller's website.

28.2. As soon as possible but no later than within fourteen (14) days from the day following the notification as referred to in paragraph 1, the Consumer will send the Goods back or hand them over to the Seller. This is not required if the Seller has offered to collect the Goods. The Consumer has respected the return deadline in any case if they have returned the Goods before the end of the cooling-off period.

28.3. The Consumer will return the Goods with all accessories supplied with it, in the original condition and packaging where reasonably possible, and in accordance with the Seller's reasonable and clear instructions.

28.4. The risk and burden of proof with respect to the correct and timely exercise of the right of withdrawal lies with the Consumer.

29. Obligation of the Seller in the event of withdrawal

29.1. If the Seller permits electronic notification of withdrawal by the Consumer, the Seller will send an acknowledgement of receipt immediately after receiving such notification.

29.2. The Seller will refund payments made by the Consumer without delay, no later than within fourteen (14) days following the day when the Consumer notifies the Seller of the withdrawal. Unless the Seller offers to collect the Goods, the Seller may postpone refunding the payment until it has received the Goods or until the Consumer provides proof that they have returned the Goods, whichever is earlier.

29.3. As regards the refund, the Seller will use the same payment method as that used by the Consumer, unless the Consumer agrees to a different method. The refund will take place at no cost for the Consumer.

30. Exclusion of right of withdrawal

30.1. The following Goods are excluded from the right of withdrawal:

- (a) sealed Goods which, for reasons of health protection or hygiene, are not suitable for being returned or whose seal has been broken after Delivery.
- (b) personalised Goods;
- (c) Goods which, due to their nature, have been unavoidably mixed with other similar products after Delivery.

31. Complaints procedure

- 31.1. Complaints about the fulfilment of an Agreement must be submitted to the Seller by email promptly after discovery of the defects by the Consumer, accompanied by a full and clear description.
- 31.2. Any complaints submitted to the Seller will be responded to within a reasonable period following the date of receipt. If a complaint calls for a foreseeably longer processing period, the Seller will respond within a reasonable period of thirty (30) days with a confirmation of receipt and an indication of when the Consumer can expect a more detailed response.
- 31.3. The Consumer must give the Seller at least four (4) weeks to find an amicable solution for the complaint. After this period, disputes can be submitted to the competent court.

32. Other provisions

- 32.1. Any amendments to these Terms and Conditions will only apply to Consumers once they have been published in the relevant appropriate way, on the understanding that, in the event of applicable amendments during the term of an Offer, the provision most favourable for the Consumer will prevail.