



## General Terms and Conditions

Index:

- Article 1 - Definitions
- Article 2 - Identity of the company
- Article 3 - Applicability
- Article 4 - Offers
- Article 5 - The agreement
- Article 6 - Right of withdrawal upon product delivery
- Article 7- Price
- Article 8 - Conformity and Guarantee
- Article 9 - Delivery and Implementation
- Article 10 - Intellectual property rights
- Article 11 - Payment
- Article 12 - Settlement of complaints
- Article 13 - Applicable law and competent judge

### Article 1. Definitions

In these general terms and conditions, the following definitions apply:

1. Permanent data carrier: any means that enables the buyer or Aqwarana to store data that are communicated to them personally in such a way that future consultation and unaltered reproduction of the stored data is possible.
2. The company: Aqwarana
3. Buyer: a natural person who enters into a remote agreement with Aqwarana while not acting in pursuance of a profession for a company
4. Remote agreement: an agreement under which exclusively one or more techniques for remote communications are used to conclude the agreement within the framework of a system organized by Aqwarana for remote sales, of products and/or services.

### Article 2. Identity of the company

#### **Aqwarana B.V.**

Kraaivenstraat 21 - 20  
5048 AB Tilburg  
The Netherlands  
KvK: 68338163  
info@aqwarana.com

### Article 3. Applicability

1. These general terms and conditions apply to any remote agreement between the company Aqwarana and the buyer. Aqwarana expressly excludes the applicability of any terms, including those of delivery, dictated by the buyer, unless otherwise agreed upon in writing.
2. Before concluding a remote agreement, the text of these general terms and conditions will be made available to the buyer. If in all fairness such is not possible, it will be communicated to the buyer prior to concluding the remote agreement that the general terms and conditions can be perused at Aqwarana, the company and that they will be sent to the buyer free of charge and as soon as possibly
3. Supplements to or deviations from these general terms and conditions are valid only if they have been expressly accepted by Aqwarana in writing. In such a situation, any other stipulations in these general terms and conditions shall remain fully valid.

#### **Article 4. Offers**

1. If an offer has a limited period of validity or if certain conditions apply to the offer, such will be explicitly stated in the offer.
2. The offer contains a complete, accurate and detailed description of the products and / or services to be provided, allowing the buyer to judge the product/service adequately. When pictures form part of an offer, they are faithful pictures of the products and/or services to be provided. Obvious mistakes or errors in an offer are not binding to the company Aqwarana.
3. Each offer will provide the information required by the buyer to know his/her rights and duties upon accepting the offer.

#### **Article 5. The agreement**

1. The agreement becomes valid the moment the buyer accepts the offer and meets the terms and conditions, on condition of the stipulations in Article 5, paragraph 4.
2. If the buyer accepts the offer via electronic means, the company Aqwarana, will immediately confirm receipt of the acceptance of the offer via electronic means.
3. If the agreement is concluded via electronic means, the company Aqwarana, will take the appropriate technical and organizational measures to protect the electronic transfer of data and provide a secure environment. If the buyer wishes to pay electronically, the company Aqwarana will provide the appropriate security measures.
4. Within the limits of the law, the company Aqwarana may gather information about the buyer's ability to fulfill his/her commitments regarding payment, and all facts and factors that are relevant to entering a remote agreement in a responsible way. If such research gives the company Aqwarana sound reasons to not enter into an agreement, the company Aqwarana is entitled to refuse an order or request, or to impose special terms for this execution while explaining why.
5. The company Aqwarana will send the following information to the buyer along with the product or service, in writing or in such a way that the buyer can store it on a permanent data carrier in an accessible manner.
  - a. The company, Aqwarana's visiting address: where the buyer can turn to in case of any complaints.
  - b. Information about the service after purchase and any warranty
  - c. The price including any taxes on the product, service or digital content; in so far applicable the cost of delivery; and the method of payment, delivery or execution of the remote agreement.
6. If the company, Aqwarana, has undertaken to deliver a series of products or services, the stipulation in the previous paragraph applies only to the first delivery.

#### **Article 6. Price**

1. The prices of the products and/or services offered will not be raised during the period of validity, with the exception of price modifications due to change in VAT rates or other governmental levies.
2. In deviation from the previous paragraph, the company Aqwarana may offer products or services with variables prices. This applies to products or services the prices of which are subject to fluctuations in the financial market that are beyond the company Aqwarana's realm of influence
3. Price increases within 3 months of entering into the agreement will occur only if:
  - a. They are the result of legal regulations or stipulations, or:
  - b. The buyer is authorized to cancel the agreement before the day on which the price increase applies.

#### **Article 7. Conformity and Guarantee**

1. The company, Aqwarana, guarantees that the products and/ or services will comply with the agreement the specifications listed in the offer, the reasonable requirements or reliability and/or usability and the provisions of the law and/or government regulations

existing on the date of agreement was entered into.

2. If agreed upon, the company Aqwarana, in that the product is suitable for normal use. The company, Aqwarana, is not responsible for the resistance of the delivered products by the effect of moisture, extreme UV radiation or extreme environmental factors.

### **Article 8. Delivery and Implementation**

1. The company, Aqwarana, will exercise the utmost care when receiving and executing product orders and when assessing requests for the provision of services.

2. The address provided by the buyer to the company Aqwarana, will be the place of delivery. The company Aqwarana will not be liable for any damages the buyer may suffer through late delivery by Aqwarana.

3. If through force majeure, the company Aqwarana, cannot deliver in accordance with the agreement, the company Aqwarana, will inform the buyer of such as soon as possible and shall not be liable to pay any damages.

4. In the case of force majeure, the company Aqwarana may, after consulting with the buyer, repudiate the agreement or suspend delivery until such time that the situation of force majeure ceases exist.

5. The company Aqwarana is not liable for any breaches of contract with the buyer if these are not attributable to the company Aqwarana's expense by virtue of the law, the agreement or the common opinions

6. Unless expressly agreed otherwise, the risk of damages and/or loss of products rest with the company Aqwarana, until the moment of delivery to the buyer. If the product is damaged during transport, the company Aqwarana's liability is limited to the maximum compensation sum laid down by the transporter and/ or the transport's insurance.

### **Article 9. Intellectual property rights**

1. When the company, Aqwarana, carries out an agreement, such may involve the replication and/or publication of third party works that are protected by intellectual property rights, publications, replications and/or use of such works ( for instance paintings, drawings, pictures, photographs or logo's ) by the buyer is prohibited without the prior written permission of the third party who holds the intellectual property rights.

2. The buyer is allowed to use the company, Aqwarana's copyrighted materials for private use only and in the family circle. Under no circumstances may the pictures be reproduced or made public.

3. The contents of the company Aqwarana's website may be used only for non-commercial private purposes. The user may not replicate the content of the site or forward, disseminate or make it available to third parties for financial gain without prior written permission of the company Aqwarana.

### **Article 10. Payment**

1. Unless provided otherwise in the agreement or additional conditions, amounts due by the buyer must be paid in advance, after placing the order.

2. The buyer may not assert any rights with regard to the execution of the relevant order or services, before advanced payment has been made.

3. The buyer is obliged to immediate the company Aqwarana, of errors in the provided or stated details.

4. If the buyer does not comply with its payment obligations, then the buyer is, after he has been informed by the company Aqwarana of late payment and the company Aqwarana has awarded the buyer a period of 14 days to comply with his payment obligations, after failure to pay within the 14 days period, due to legal interest the amount still outstanding and the company Aqwarana shall be entitled to charge extrajudicial collection cost.

### **Article 11. Settlement of complaints**

1. Complaints about the execution of the agreement must be submitted to the company Aqwarana within a reasonable period of time, fully and clearly described, after the buyer has taken note of the shortcomings.

2. Complaints submitted to the company Aqwarana, will be replied to within 14 days. If a complaint requires a longer processing time, the company Aqwarana, will communicate this within 14 days by confirming receipt of the complaint and indicating when the buyer may expect a more detailed response.

**Article 12. Applicable law and competent judge**

1. Any disputes arising from and/or pertaining to the offers. Quotations, these general terms and conditions shall be exclusively governed by Dutch law.