



General Terms and Conditions

Processing your order in our Tuinmaximaal webshop

1. Place the desired products in your cart and click 'continue to checkout'.
2. Enter your details.
3. The postage costs will be calculated based on your details.
4. Select the desired payment method and click 'checkout'.
5. You will receive the order confirmation in your mail. Please note: This will not yet initiate the order.
6. Once you have made payment or issued a payment guarantee, your order will be initiated.
7. You will receive your purchase confirmation in your mail. Your order is now confirmed and will be initiated.
8. After your purchase, Tuinmaximaal will contact you as soon as possible (depending on the number of tasks at hand) to schedule a delivery date.
9. Your purchase will be delivered on the agreed date. Upon delivery of your order an authorized person must be present who will receive the products and sign the delivery note.





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www.tuinmaximaal.co.uk

General terms and conditions

These General Terms and Conditions apply only if the individual is purchasing products on the website as a Consumer (as defined below).
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Article 1 - Definitions

The following definitions apply in these terms and conditions:

1. Supplementary agreement: an agreement in which a consumer obtains products, digital content and/or services via a distance contract, and a trader or a third party delivers these products, digital content and/or services in accordance with an agreement between that third party and the trader;
2. Withdrawal period: the period within which a consumer can make use of his right of withdrawal;
3. Consumer: a natural person whose actions are not carried out for objectives relating to the course of a trade, a profession or a business;
4. Day: calendar day;
5. Digital content: data that are produced and supplied in digital form;
6. Extended duration transaction: a distance contract relating to a series of products and/or services, whereby the obligation to supply and/or purchase is spread over a period of time;
7. Durable medium: every means - including emails - that enables a consumer or trader to store information that is addressed to him in person in a way that facilitates its future use or consultation during a period that is in keeping with the objective for which the information is intended, and which facilitates the unaltered reproduction of the stored information;
8. Right of withdrawal: the possibility for a consumer to waive a distance contract within the withdrawal period;
9. Trader: Identity named in article 2. A webshop, business (legal entity) who offers products, (access to) digital content and/or services to consumers from a distance;
10. Distance contract: a contract concluded between a trader and a consumer within the framework of system organized for the distance sale of products, digital content and/or services, whereby sole or partly use is made of one or more techniques for distance communication up to and including the moment that the contract is concluded;
11. Model form for right of withdrawal: the European model form for right of withdrawal that is included in Appendix I of these terms and conditions. The trader is not obliged to provide Appendix I if the consumer has no right of withdrawal with regard to his order;
12. Technique for distance communication: means that can be used for communication regarding the offer made by the trader and concluding a contract, without the necessity of the consumer and

trader being in the same place at the same time.

Article 2 - Identity of the trader

Name trader: Gumax B.V. trading as Tuinmaximaal

Registered address: Maarten de Vriesstraat 22, 5975 RW Sevenum, The Netherlands.

Telephone number and time(s) at which the trader can be contacted by telephone:

00443308183230

Accessibility:

Current opening hours can be found at www.tuinmaximaal.co.uk/showroom-contact

Email address: info@tuinmaximaal.co.uk

Chamber of Commerce number: 55691382

VAT identification number: 442 8928 66

Article 3 - Applicability

1. These general terms and conditions apply to every offer made by a trader and to every distance contract that has been realized between an trader and a consumer.

2. By visiting our site and/ or purchasing something from us, you engage in our "Service" and agree to be bound by the following terms and conditions, including additional terms and conditions and policies referenced herein and/or available by hyperlink. Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services.

3. Prior to the conclusion of a distance contract, the text of these general terms and conditions will be made available to the consumer. If this is not reasonably possible, the trader will indicate, before the distance contract is concluded, in what way the general terms and conditions are available for inspection at the trader's premises and that they will be sent free of charge to the consumer, as quickly as possible, at the consumer's request.

4. If the distance contract is concluded electronically, then, contrary to the previous paragraph, and before the distance contract is concluded, the consumer will be provided with the text of these general terms and conditions electronically, in such a way that the consumer can easily store them on a durable data carrier. If this is not reasonably possible, then before concluding the distance contract, the trader will indicate where the general terms and conditions can be inspected electronically and that at his request they will be sent to the consumer free of charge, either electronically or in some other way.

5. In cases where specific product or service-related terms and conditions apply in addition to these general terms and conditions, the second and third paragraphs apply by analogy and the consumer can always invoke the applicable condition that is most favorable to him in the event of incompatible general terms and conditions.

Article 4 - The offer

1. Tuinmaximaal is a supplier of all Gumax® brand products. The product range includes patio covers, sliding glass doors, automatic shading and related accessories. Further product specifications can be found in the product description in the webshop, and conditions of service can be found in Tuinmaximaal's terms of delivery (contained in Part 2 of these General Terms and Conditions).

2. If an offer is subject to a limited period of validity or is made subject to conditions, this will be explicitly mentioned in the offer.

3. The offer contains a complete and accurate description of the products, digital content and/or services being offered. The description is sufficiently detailed to enable the consumer to make a proper assessment of the offer. If the trader makes use of illustrations, these will be a true representation of the products and/or services being offered.

4. Every offer contains information that makes it clear to the consumer what rights and obligations are related to the acceptance of the offer.

5. If there is a contract the trader is not bound by obvious errors or genuine and honest price mistakes that a consumer should have noticed.

6. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

Article 5 - The contract

1. The customer places the selected products in the shopping cart. The customer can change the data and products entered at any time during the ordering process before a binding order is placed.

2. A binding order by the customer for the products/services contained in the shopping cart is placed by clicking on the button provided for this purpose.

3. The contract will be concluded, subject to that which is stipulated in paragraph 4, at the moment at which the consumer accepts the offer and the conditions thereby stipulated have been fulfilled.

4. If the consumer has accepted the offer electronically, the trader will immediately confirm receipt of acceptance of the offer electronically. The consumer can dissolve the contract as long as this acceptance has not been confirmed by the trader.

5. If the contract is concluded electronically, the trader will take suitable technical and organizational measures to secure the electronic transfer of data and he will ensure a safe web environment. If the consumer is able to pay electronically, the trader will take suitable security measures.

6. The trader may obtain information – within statutory frameworks – about the consumer's ability to fulfill his payment obligations, as well as about facts and factors that are important for the responsible conclusion of the distance contract. If that research gives the trader proper grounds for declining to conclude the contract, then he has a right, supported by reasons, to reject an order or application or to bind its implementation to special conditions.

7. The trader will send to a consumer, at the latest when delivering a product, service or digital content, the following information, in writing, or in such a way that the consumer can store it on an accessible durable medium:

- a. the office address of the trader's business location where the consumer can lodge complaints;
- b. the conditions under which the consumer can make use of the right of withdrawal and the method for doing so, or a clear statement relating to preclusion from the right of withdrawal;
- c. information on guarantees and existing after-sales service;
- d. the price, including all taxes on the product, service or digital content; the costs of delivery insofar as applicable, and the method of payment, delivery or implementing the distance contract;
- e. the requirements for terminating the contract, if the duration of the contract exceeds one year or if it is indefinite;
- f. if the consumer has a right of withdrawal, the model form for right of withdrawal.

8. In case of an extended duration contract, the stipulation in the previous paragraph applies only to the first delivery.

Article 6 - Right of withdrawal

Upon delivery of products

1. When purchasing products, a consumer has the right to dissolve a contract, without giving reasons, during a period of at least 14 days. The trader is allowed to ask a consumer for the reason of this dissolution, but the consumer is under no obligation to state his/her reason(s).

2. The period stipulated in para. 1 ends 14 days after the day the product was received by the consumer, or a third party designated by the consumer, who is not the transporting party, or:

- a. if the consumer has ordered several products: the day on which the consumer, or a third party designated by the consumer, received the last product. The trader may refuse a single order for several products with different delivery dates, provided he clearly informed the consumer of this prior to the ordering process.
- b. if the delivery of a product involves different deliveries or parts: the day on which the consumer, or a third party designated by the consumer, received the last delivery or the last part;
- c. with contracts for the regular delivery of products during a given period: the day on which the consumer, or a third party designated by

the consumer, received the last product.

Upon delivery of services and digital content that is not supplied on a material medium:

3. A consumer has the right to dissolve a contract, without giving reasons, for the supply of digital content that is not supplied on a material medium during a period of at least fourteen days. The trader is allowed to ask a consumer for the reason of this dissolution, but the consumer is under no obligation to state his/her reason(s).

4. The period stipulated in para. 3 commences on the day after the contract was concluded.

Extended withdrawal period for products, services and digital content that is not supplied on a material medium in the event a consumer was not informed about the right of withdrawal:

5. If the trader did not provide the consumer with the statutorily obligatory information about the right of withdrawal or if the model form was not provided, the withdrawal period ends twelve months after the end of the originally stipulated withdrawal period based on the previous paragraphs of this article.

6. If the trader provided the consumer with the information referred to in the previous paragraph within twelve months of the commencing date of the original withdrawal period, the withdrawal period shall end 14 days after the day on which the consumer received the information.

Article 7 - Consumers' obligations during the withdrawal period

1. During the withdrawal period, the consumer shall treat the product and its packaging with care. He shall only unpack or use the product in as far as necessary in order to assess the nature, characteristics and efficacy of the product. The point of departure here is that the consumer may only handle and inspect the product in the same way that he would be allowed in a shop.

2. The consumer is only liable for the product's devaluation that is a consequence of his handling the product other than as permitted in para. 1.

3. The consumer is not liable for the product's devaluation if the trader did not provide him with all the statutorily obligatory information about the right of withdrawal before the contract was concluded.

Article 8 - Consumers who exercise their right of withdrawal and the costs involved

1. A consumer who wants to exercise his right of withdrawal shall report this to the trader, within the withdrawal period, by means of the model form for right of withdrawal or in some other unequivocal way.

2. As quickly as possible, but no later than 14 days after the day of reporting as referred to in para. 1, the consumer shall return the product, or hand it over to (a representative of) the trader. This is not necessary if the trader has offered to collect the product himself. The consumer will in any case have complied with the time for returning goods if he sends the product back before the withdrawal period has lapsed.

3. The consumer returns the product with all relevant accessories, if reasonably possible in the original state and packaging, and in accordance with the reasonable and clear instructions provided by the trader.

4. The risk and the burden of proof for exercising the right of withdrawal correctly and in time rest upon the consumer. If the consumer ships an item, they should consider using a trackable shipping service or purchasing shipping insurance. The trader does not guarantee that he will receive your returned item.

5. The consumer bears the direct costs of returning the product. If the trader has not declared that the consumer shall bear these costs or if the trader indicates a willingness to bear these costs himself, then the consumer shall not be liable to bear the costs of returning goods.

6. The consumer shall bear no costs for the entire or partial supply of digital content that is not supplied on a material medium, if:

- a. prior to delivery, he did not explicitly agree to commencing fulfilment of the contract before the end of the period of withdrawal;
- b. he did not acknowledge having lost his right of withdrawal upon granting his permission; or
- c. the trader neglected to confirm this statement made by the consumer.

7. If a consumer exercises his right of withdrawal, all supplementary agreements are legally dissolved.

Article 9 - Traders' obligations in a case of withdrawal

1. If the trader makes it possible for a consumer to declare his withdrawal via electronic means, then after receiving such a declaration, he sends immediate confirmation of receipt.
2. The trader reimburses the consumer immediately with all payments, including any delivery costs the trader charged for the returned product, though at the latest within 14 days after the day on which the consumer reported the withdrawal. Except in cases in which the trader has offered to retrieve the product himself, he can postpone refunding until he has received the product or until the consumer proves he has returned the product, depending on which occurs earlier.
3. For any reimbursement, the trader will use the same payment method that was initially used by the consumer, unless the consumer agrees to another method. Reimbursement is free of charge for the consumer.
4. If the consumer chose an expensive method of delivery in preference to the cheapest standard delivery, the trader does not have to refund the additional costs of the more expensive method.

Article 10 - Precluding the right of withdrawal

The trader can preclude the right of withdrawal for the following products and services, but only if the trader stated this clearly when making the offer, or at least in good time prior to conclusion of the contract:

1. Products or services whose prices are subject to fluctuations on the financial market over which the trader has no influence and which can occur within the period of withdrawal;
2. Contracts concluded during a public auction. A public auction is defined as a sales method whereby a trader offers products, digital content and/or services at an auction, under the directions of an auctioneer, and whereby the successful purchaser is obliged to purchase the products, digital content and/or services;
3. Service contracts, after full completion of the service, but only if:
 - a. implementation started with the explicit prior agreement of the consumer; and
 - b. the consumer declared having lost his right of withdrawal as soon as the trader had completed the contract in full;
4. Package travels, package holidays and package tours as referred to in EU directive 2015/2302 and contracts on passenger transport;
5. Service contracts providing access to accommodation, if the contract already stipulates a certain date or period of implementation and other than for the purpose of accommodation, the transport of goods, car rental services and catering;
6. Contracts relating to leisure activities, if the contract already stipulates a certain date or period of implementation;
7. Products manufactured according to the consumer's specifications, which were not prefabricated and were made based on a consumer's specific choice or decision, or which are clearly intended for a specific person;
8. Products subject to rapid decay or with a limited shelf-life;
9. Sealed products that, for reasons relating to the protection of health or hygiene, are unsuited to returning and whose seal was broken subsequent to delivery;
10. Products that, due to their nature, have been irretrievably mixed with other products;
11. Alcoholic drinks whose price was agreed when concluding the contract, but the delivery of which can only take place after 30 days, and the actual value of which depends on market fluctuations over which the trader has no influence;
12. Sealed audio/video-recordings and computer apparatus whose seal was broken after delivery;
13. The delivery of digital content other than on a material medium, but only if:
 - a. the delivery commenced with the consumer's explicit prior agreement, and
 - b. the consumer declared that this implied his having lost his right of withdrawal.

Article 11 - The price

1. During the period of validity indicated in the offer, the prices of the products and/or services being offered will not be increased,

except for price changes in VAT-tariffs.

2. Contrary to the previous paragraph, the trader may offer products or services at variable prices, in cases where these prices are subject to fluctuations in the financial market over which the trader has no influence. The offer must refer to this link with fluctuations and the fact that any prices mentioned are recommended prices.
3. Price increases within 3 months after the contract was concluded are only permitted if they are the result of statutory regulations or stipulations.
4. Price increases more than 3 months after the contract was concluded are only permitted if the trader stipulated as much and:
 - a. they are the result of statutory regulations or stipulations; or
 - b. the consumer is authorized to terminate the contract on the day on which the price increase takes effect.
5. Prices stated in offers of products or services include UK VAT .
6. Depending on the value of the order or the delivery option or address you choose, delivery costs may also be charged. Such additional charges will be clearly shown during the checkout process and included in the 'Total Cost'.
7. Depending on the country of the consumer he may own duties, taxes, or import fees in addition to the shipping fees which only cover the transit cost of the product.

Article 12 - Contract fulfilment and extra guarantee

1. The trader guarantees that the products and/or services fulfill the contract, the specifications stated in the offer, the reasonable requirements of reliability and/or serviceability and the statutory stipulations and/or government regulations that existed on the date that the contract was concluded. If agreed the trader also guarantees that the product is suited for other than normal designation.
2. An extra guarantee arrangement offered by the trader, manufacturer or importer can never affect the statutory rights and claims that a consumer can enforce against the trader on the grounds of the contract if the trader failed to fulfil his part in the contract.
3. An extra guarantee is defined as every commitment of a trader, his supplier, importer or manufacturer that grants a consumer rights or claims, in excess of those provided by law, for the event that he fails to fulfil his part in the contract.

Article 13 - Supply and implementation

1. The trader will take the greatest possible care when receiving and implementing orders for products and when assessing applications for the provision of services.
2. The place of delivery is deemed to be the address that the consumer makes known to the company.
3. If delivery to the consumer is not possible because the delivered goods do not fit through the front door, first door or stairwell of the consumer or because the consumer cannot be found at the place of delivery specified by him, although the delivery time was given to the customer with a reasonable period of time been announced, the consumer bears the costs for the unsuccessful delivery.
4. Delivery is on the terms set out in the delivery policy and incorporated into these conditions.
5. Taking into consideration that which is stated in article 4 of these general terms and conditions, the company will implement accepted orders with efficient expedition, though at the latest within 30 days, unless a different period of delivery has been agreed. If delivery suffers a delay, or if the delivery cannot be implemented, or only partially, the consumer will be informed about this at the latest 30 days after the order was placed. In this case, the consumer has a right to dissolve the contract free of charge and a right to possible damages.
6. Following dissolution in accordance with the previous paragraph, the trader refunds the consumer immediately the sum he had paid.
7. The risk of damage and/or loss of products rests upon the trader up to the moment of delivery to the consumer or a representative previously designated by the consumer and announced to the trader, unless this has explicitly been agreed otherwise.

Article 14 - Extended duration transactions: duration, termination and prolongation

Termination

1. The consumer has a right at all times to terminate an open-ended contract that was concluded for the regular supply of products

(including electricity) or services, subject to the agreed termination rules and a period of notice that does not exceed one month.

2. The consumer has a right at all times to terminate a fixed-term contract that was concluded for the regular supply of products (including electricity) or services at the end of the fixed-term, subject to the agreed termination rules and a period of notice that does not exceed one month.

3. With respect to contracts as described in the first two paragraphs, the consumer can:

- terminate them at all times and not be limited to termination at a specific time or during a specific period;
- terminate them in the same way as that in which they were concluded;
- always terminate them subject to the same period of notice as that stipulated for the trader.

Prolongation

4. A fixed-term contract that was concluded for the regular supply of products (including electricity) or services may not be automatically prolonged or renewed for a fixed period of time.

5. In departure from that which is stated in the previous paragraph, a fixed-term contract that has been concluded for the regular supply of daily or weekly newspapers or magazines may be automatically prolonged for a fixed term that does not exceed three months, if the consumer is at liberty to terminate this prolonged contract towards the end of the prolongation, with a period of notice that does not exceed one month.

6. A fixed-term contract that has been concluded for the regular supply of products or services may only be automatically prolonged for an indefinite period of time if the consumer has at all times the right to terminate, with a period of notice that does not exceed one month and, in the case of a contract to supply daily or weekly newspapers or magazines regularly but less than once per month, a period that does not exceed three months.

7. A fixed term contract for the regular supply, by way of introduction, of daily or weekly newspapers and magazines (trial subscriptions or introductory subscriptions) will not be automatically prolonged and will automatically terminate at the end of the trial period or introductory period.

Duration

8. If the fixed-term of a contract exceeds one year, then after one year the consumer has at all times a right to terminate, with a period of notice that does not exceed one month, unless reasonableness and fairness dictate that premature termination of the contract would be unacceptable.

Article 15 - Payment

1. The available payment methods are shown on the website of the Trader or in the respective item description, but at the latest in the final ordering process at the "checkout". Unless otherwise stated, the payment claims from the contract are due for payment immediately.

2. As far as no other date is stipulated in the contract or supplementary conditions, sums payable by the consumer should be paid within 14 days after commencement of the withdrawal period, or in the absence of a withdrawal period within 14 days after the conclusion of the contract. In the case of a contract to provide a service, this 14-day period starts on the day after the consumer received confirmation of the contract.

3. The consumer is obliged to report immediately to the trader any inaccuracies in payment data provided or stated.

4. If a consumer fails to fulfil his payment obligation(s) in good time, after the trader has informed the consumer about the late payment, the consumer is allowed 14 days in which to fulfil the obligation to pay; if payment is not made within this 14-day period, statutory interest will be payable over the sum owed and the trader has the right to charge reasonable extrajudicial costs of collection he has incurred. These costs of collection amount to, at the most: 15% of unpaid sums up to GBP 2153,94; 10% over the next GBP 2153,94; and 5% over the next GBP 4307,88, with a minimum of GBP 34,46. The trader can make departures from these sums and percentages that are favorable to the consumer.

Article 16 - Complaints procedure

1. The trader provides for a complaints procedure on his website,

that has been given sufficient publicity, and will deal with a complaint in accordance with this complaints procedure.

2. A consumer who has discovered shortcomings in the implementation of a contract must submit any complaints to the trader without delay, in full and with clear descriptions.

3. A reply to complaints submitted to the trader will be provided within a period of 14 days, calculated from the date of receipt. If it is anticipated that a complaint will require a longer processing time, then the trader will reply within 14 days, confirming receipt and indicating when the consumer can expect a more elaborate reply.

4. The consumer should give the trader a time period of at least 4 weeks to solve the complaint in joint consultation. After this period of time, the complaint becomes a dispute that is subject to the disputes settlement scheme.

Article 17 - Disputes

1. Contracts entered into between a trader and a consumer and which are subject to these general terms and conditions are subject to Dutch law. Because the entrepreneur focuses his commercial activities on the UK - where the consumer lives - the consumer can always appeal to the mandatory UK consumer law.

2. The Thuiswinkel (Homeshopping) Disputes Committee is an Alternative Dispute Resolution provider to which the Trader subscribes. The Homeshopping Disputes Committee is approved by the Dutch ministry of Justice and safety to provide dispute resolution services and undertake an independent review of your complaint, pursuant to the Alternative Dispute Resolution (ADR) for Consumer Disputes (Competent Authorities and Information) Regulations 2015 in the EU.

3. Complaints can be raised to the Homeshopping Disputes Committee in the following ways

Online: www.sgc.nl/en

In writing by post: The Homeshopping Disputes Committee, P.O. Box 90600, 2509 LP in The Hague

4. The Disputes Committee will only deal with a dispute if the consumer first put his complaint, without delay, to the trader.

5. If the complaint does not lead to a solution, the dispute should be submitted to the Disputes Committee no later than 12 months after the consumer submitted the complaint to the trader.

6. If a consumer wants to put a dispute before the Disputes Committee, the trader is bound by that choice. Preferably, the consumer notifies the trader first.

7. If a trader wishes to put a dispute before the Disputes Committee, then the consumer will indicate, in response to a written request made by the trader, whether he is in contract, or prefers the dispute to be dealt with by the competent law-court. If the consumer does not indicate his choice to the trader within a period of five weeks, then the trader has a right to put the dispute before the competent law-court.

8. Rulings of the Disputes Committee are subject to the conditions as stipulated in the regulations of the Disputes Committee. Decisions of the Disputes Committee take the form of binding advice.

9. The Disputes Committee will not deal with a dispute – or will terminate their intervention – if the trader has been granted a suspension of payments, gone bankrupt or has actually terminated business activities before the committee dealt with the dispute during a session and rendered a final ruling.

Article 18 - Branch guarantee Thuiswinkel.org (Shopping secure)

1. Thuiswinkel.org guarantees the fulfilment of obligations of her members in relation to binding advices imposed on them by the Thuiswinkel (Homeshopping) Disputes Committee, unless the member decides to put the binding advice before a law-court for verification within two months after the date of that advice. In case of law-court verification the suspension of the guarantee will end and the guarantee will come into effect again upon the court ruling becoming final and conclusive, whereby the court has declared that the binding advice has binding effect. Up to a maximum sum of €10,000 per binding advice Thuiswinkel.org will pay this sum to the consumer. In case of sums higher than €10,000 per binding advice, the sum of €10,000 will be paid. In as far as the sum is higher than €10,000, Thuiswinkel.org has the obligation to take reasonable adequate efforts to pursue the member to fulfil the binding advice.

2. Application of this guarantee requires the consumer to submit a

written appeal to Thuiswinkel.org and to transfer his claim on the trader to Thuiswinkel.org. In as far as the claim on the trader exceeds the sum of €10,000, the consumer will be offered the possibility to transfer his claim on the trader above the sum of €10,000 to Thuiswinkel.org, where after this organization will pursue payment of the claim in court on her own title and costs.

Article 19 - Additional or different stipulations

Additional stipulations or stipulations that differ from these general terms and conditions, may not be detrimental to the consumer and should be recorded in writing, or in such a way that consumers can store them in a readily accessible manner on a durable medium.

Article 20 - Amendment to the general terms and conditions

Amendments to these terms and conditions will only come into effect after they have been published in the appropriate way, on the understanding that where amendments apply during the validity of an offer, the stipulation that is most favorable to the consumer will prevail.

Do you have any questions?

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Model form for right of withdrawal

(this form should only be completed and returned if you want to withdraw from the contract)

To: [trader's name]
[trader's geographic address]
[trader's fax number, if available]
[trader's e-mail address or electronic address]

I/We ⁽¹⁾ hereby give notice that I/We ⁽¹⁾ withdraw from my/our ⁽¹⁾ contract of sale of the following goods ⁽¹⁾/for the provision of the following service ⁽¹⁾

Ordered on*/received on
[Consumer(s)' name]
[Consumer(s)' address]
[Consumer(s)' signature] (only if this form is submitted on paper)
[Date]

^{(1)*} Delete or provide supplementary information, as applicable.

Additional Tuinmaximaal Provisions

These General Terms and Conditions are applicable to every offer of Tuinmaximaal (also referred to as 'we' or 'our') to a Consumer (also referred to 'you' and 'your') and any agreement agreed with a Consumer (a natural person whose actions are not carried out for objectives relating to the course of a trade, a profession or a business).

1. Our planning department schedules your order for delivery and notifies you of your delivery date(s) by phone or e-mail. If the delivery date(s) do(es) not fit, please contact us immediately, so that we can try to accommodate any preferences you may have.
2. The delivery of your order takes place between 7 am and 7 pm to the address you provided when you placed the order. You are required to provide a location free from obstacles and accessible by lorry and up to a maximum of 10 metres on your property, calculated from the public road where your order can be safely unloaded and placed. In case of snow or frost, please make the car park and/or driveway free of ice and snow for the safety of our delivery drivers. Should our delivery driver find once they arrive at your address that this is not the case, they may decide to deliver the goods at your risk as close to the address indicated by you as is reasonably possible, at the sole discretion of the delivery driver. Our delivery drivers will not deliver any products via stairs or other levels which are not ground floor. If in agreement with the delivery driver you deviate from this, you will bear the risk, unless the delivery driver was demonstrably acting in a grossly negligent manner or with intent to cause harm.
3. Upon delivery of your order an authorised person must be present who will receive the products and sign the delivery note. Signing this note only relates to receipt of the products. It does not give any further obligations or warranty to this person. If you don't fulfil this obligation, our driver may decide to deliver the goods at the your risk as close to the address indicated by you as is reasonably possible, at the sole discretion of the delivery driver.
4. If the products are not delivered due to a reason attributable to the buyer (for example no authorised person was there to receive the products or no suitable location to place the products), the buyer will be charged for extra costs of GBP 199. After payment of these costs, we will reschedule the delivery.
5. If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but in case of substantial delay of more than 30 days you may contact us to end the contract and receive a refund for any products you have paid for but not received.
6. We may have to suspend the supply of a product to:
 - deal with technical problems or make minor technical changes;
 - update the product to reflect changes in relevant laws and regulatory requirements; or
 - make changes to the product as requested by you or notified by us to you.
7. Delivery dates and times are estimates. Whilst we always endeavour to deliver the products to you on any estimated delivery date or time given or agreed, we cannot guarantee delivery will take place on a particular day or at a particular time. If Tuinmaximaal cannot deliver the order on the agreed date, Tuinmaximaal will contact you as soon as possible to arrange a new delivery date. Therefore, we strongly recommend you do not schedule any installers or other trades people to work with or on the products until the products have been delivered to you and you have inspected them to ensure that they are in a satisfactory condition and free from defects or damage. We will not be responsible for any costs or losses you incur as a result of any decision by you to schedule installers or other trades people to attend on a particular date or at a particular time before delivery has been completed or your inspection of the products has taken place.
8. If you want an adjustment or cancellation of an order before the delivery date, please contact our customer service. Tuinmaximaal will

try to accommodate such requests, but this may not be possible if the item has already been dispatched. If an adjustment is still possible, the adjustment may affect your order (amount) or delivery(date) and possible additional external costs of the amendment will be charged to you. In the event of a cancellation, you will be liable for the return delivery cost (and additional costs) up to a maximum of GBP 299.

9. Tuinmaximaal use third parties for the performance of its obligations, such as payment service provider Adyen.
10. If you discover after delivery that you have ordered an incorrect size of a glass sliding door, please contact our customer service. In some situations and if the product is still in its original condition and packaging and has not been customised, it is possible to exchange the item at the original delivery address, for an additional transport cost of GBP 299.
11. If you have damaged a part, you can order a replacement separate part from our online shop. You can find them under the heading 'spare parts'. If you need support in this respect, please contact our customer service.
12. Before you fit a spare part please check whether it is free from defects. If you establish a defect and this spare part was delivered in this condition by Tuinmaximaal please don't fit this part. Take photographs of the respective part and the CE or UKCA marking on the part (if present). Send the photographs to info@tuinmaximaal.co.uk, stating your order number. Tuinmaximaal will offer a suitable solution as soon as possible. If, despite these instructions, you still fit a part which is damaged or defective, Tuinmaximaal will no longer be able to exchange it, hence Tuinmaximaal will not be able to offer a solution. If you detect a (possible) defect, take safety measures. Do not move under or near the (possibly) defective products and contact us immediately. Deviations of the products that do not prevent normal use, (such as differences in finish, gloss or minimal colour differences), do not count as defects and do not entitle you to a replacement, payment or compensation for the part concerned.
13.
 - a. You may withdraw/return your products within 14 days after the day in which the product(s) came into your physical possession. If you exercise this right of withdrawal, you must notify Tuinmaximaal of this within 14 days by means of the model cancellation form, via e-mail, via our online cancellation form or in another unambiguous way.
 - b. As soon as possible, but within 14 days from the day following the notification referred to in point a, you must return the product to Tuinmaximaal at your own responsibility and expense. Should you want to have the products collected by Tuinmaximaal, you must state this within due time during the withdrawal as set out in point a. We will charge GBP 299 transport costs for this. These costs will be deducted from the refundable amount. In the latter case and in consultation with you Tuinmaximaal will arrange the return of the goods. As a consumer you must in any event observe the return period if you return the product before the cooling-off period has expired.
14. Gumax® verandas can withstand a load of 80kg/m² and wind forces of up to 32 m/s. It is your responsibility to determine whether this is sufficient for the area and location where you will install the veranda. If our products are placed in an area and/or in a location where the aforementioned standards may be exceeded, the warranty is void and Tuinmaximaal is not liable for any damages.
15. Failure to follow the mounting and safety instructions provided with your product or as set out on our website: <https://www.tuinmaximaal.co.uk/downloads>. When storing, installing, maintaining and using the products will void the warranty and Tuinmaximaal will not be liable for any damages. We are not responsible for any damage or defects to products which arise as a result of any failure by you or any person acting on your behalf to:
 - install the products correctly; or
 - store the products in accordance with our instructions and guidance or such instructions or guidance of the relevant product manufacturer; or

- maintain the products in accordance with any our aftercare instructions, whether such instructions originate from us or the relevant product manufacturer.

16. The use of non-Gumax® parts will void the warranty on the Gumax® construction. For example, the use of other types of roof panels, wooden uprights but also any other parts that are added or changed compared to the standard Gumax® products.

17. Glass panels should only be lifted and stored vertically. This is to prevent the point load where the glass may shatter. Use glass carriers with a minimum load capacity of 75 kilograms per glass sucker to move the glass easily with the least chance of damage.

18. Keep in mind that certain parts can be heavy. For example, provide enough manpower to lift a heavy gutter and possibly use a glass lifting machine to lift glass panels.

19. It is your own responsibility to assess (or have assessed) whether the products we offer are suitable for your situation. We sell certain foundation and fastening materials. However, they are not suitable for all situations. We will not advise you in this, as we do not know your situation. Therefore, always get expert advice before purchasing and installing products.

20. When installing a veranda, the wall should run level and be able to support sufficient weight: 200kg per linear metre. Tuinmaximaal is not liable for any damage caused by the products not being suitable for your situation, such as unsuitability of the substrate or wall, insufficient bearing capacity, insufficient foundation or a faulty attachment.

21. Tuinmaximaal is not liable for damage to the substrate on which you install the products purchased, such as (ceramic) tiles or concrete.

22. We accept no liability in relation to any planning permission which may be required prior to the lawful installation of any product purchased via this website. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of product(s) purchased from this website.

23. The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.

24. The packaging of the product may also vary from that shown in images on our website.

25. Any sample provided by us shall be treated as an approximate guide only. Dimensions, colours and appearance of products can vary from piece to piece and from batch to batch. Any products sold by us are sold by description only and you accept this when ordering any products from us.

26. If we are making the product to measurements you have given us you are responsible for ensuring that these measurements are correct.

27. Tuinmaximaal are under a legal duty to supply products that are in conformity with this agreement. A Consumer has the following legal rights in relation to product(s) purchased from Tuinmaximaal. Nothing in these terms will affect the Consumer's legal rights.

The Consumer Rights Act 2015 says products must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

a) Up to 30 days: if your products are faulty, then you can get an immediate refund. b) Up to six months: if your products can't be repaired or replaced, then you're entitled to a full refund, in most cases. c) Up to six years: if your products do not last a reasonable length of time you may be entitled to some money back.

28. Tuinmaximaal are responsible to you for foreseeable loss and damage caused by them. If Tuinmaximaal fail to comply with these General Terms and Conditions, they are responsible for loss or damage you suffers that is a foreseeable result of Tuinmaximaal breaking this agreement or Tuinmaximaal failing to use reasonable care and skill. However, Tuinmaximaal are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both Tuinmaximaal and you knew it might happen, for

example, if Tuinmaximaal discussed it with you during the sales process.

29. Tuinmaximaal do not exclude or limit in any way their liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by Tuinmaximaal's negligence or the negligence of their employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of the Consumers' legal rights in relation to the products and for defective products under the Consumer Protection Act 1987.

30. If Tuinmaximaal are providing services in your property, Tuinmaximaal will make good any damage to your property while doing so but only to the extent that such damage is caused by Tuinmaximaal. However, Tuinmaximaal are not liable for any damage which is not caused by them or which is caused by negligence of you, nor are Tuinmaximaal responsible for the cost of repairing any pre-existing faults or damage to your property that Tuinmaximaal discover while providing the services.

31. Tuinmaximaal are not liable for business losses. Tuinmaximaal only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose Tuinmaximaal will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

General terms and conditions for business customers

1. General

1.1 These general terms and conditions of sale and delivery (hereinafter “these (General) Terms and Conditions”) apply to all legal acts and agreements, such as but not limited to the delivery of goods (hereinafter the “Goods”) and the provision of services to or on behalf of a counterparty acting in the exercise of a profession or business (hereinafter “Customer”).

1.2 Deviations from these Terms and Conditions only apply insofar as they have been confirmed in writing by the Supplier by the legally authorised representative. It is the Customer’s responsibility to ensure that its counterparty is authorised to represent.

1.3 The applicability of any general (purchase) conditions of the Customer is hereby expressly rejected.

1.4 In the event that any provision of these terms and conditions should prove to be invalid, this will not affect the legal force of the other provisions. The parties will then consult with each other regarding a new provision in accordance with the spirit of these terms and conditions.

1.5 The Customer with whom a contract has been concluded once under these Terms and Conditions agrees to the applicability of these Terms and Conditions for subsequent agreements with the Supplier, unless otherwise agreed.

1.6 If the Supplier does not always demand strict compliance with these Terms and Conditions, this does not mean that the provisions of these Terms and Conditions do not apply, nor that the Supplier would to any extent lose the right to demand strict compliance with the provisions of these General Terms and Conditions in other cases.

1.7 In the event of conflict or differences in interpretation between translations of the text of the General Terms and Conditions, the text drawn up in the Dutch language will always prevail.

1.8 If several provisions of the General Terms and Conditions used by the Supplier (could) apply to a legal relationship with the Customer, the most favourable provision for the Supplier will always apply in this case.

1.9 The Supplier is entitled to make use of third parties for the performance of its obligations. The Supplier is not liable for any damage caused by a third party.

1.10 The parties have expressly agreed on the exclusions and limitations stated in these Terms and Conditions. This distribution of risk is explicitly used as the basis for the pricing in the underlying contract.

1.11 Should it become evident that the Supplier and Customer have a long-term collaboration, both parties have the right to terminate this with a notice period of one month. This is separate from orders already accepted by the Supplier.

2. Offers

2.1 Offers and quotations from the Supplier are without obligation and do not bind the Customer and the Supplier. After receiving an order, the Supplier will process the order as soon as possible. In exceptional cases, the Supplier may not be able to execute the order. An offer accepted by the Customer can only be revoked by the Supplier free of charge within 5 (five) working days after acceptance.

2.2 All quotations and subsequent orders and/or agreements are at all times entered into under the condition precedent for the Supplier that the necessary export permission (permit, general exemption or otherwise) is given by the competent authorities (Dutch, European or otherwise).

2.3 The Customer can request a sample package from the Supplier to obtain an indication of the materials. The Customer can also experience the products in the Supplier’s showroom. All data and samples provided by the Supplier serve only as an example, from which no rights can be derived. Statements of dimensions, colours, quality, performance and other properties are made with care, but the Supplier cannot guarantee that no deviations will occur. These statements are therefore approximate and not binding. Deviations from this do not therefore count as shortcomings.

2.4 The Supplier has the right to deliver Goods with a different

manufacturer or brand, provided that these Goods possess the same relevant properties.

2.5 The Supplier has the right to refuse an order without giving reasons.

2.6 Upon entering into and during the performance of the agreement, the Supplier may assume that the person acting on behalf of a company is authorised to represent this company with regard to the corresponding (legal) act.

2.7 The Customer can request cancellation or revocation of an order that has been placed. The Supplier is not obliged to cooperate with the request.

3. Prices, invoicing and payment terms

3.1 Prices are in Pounds. Prices are exclusive of VAT unless otherwise stated.

3.2 If the total cost price of the Goods and/or Service increases after the order, the Supplier is entitled to increase the offered or agreed price accordingly, without this entitling the Customer to full or partial dissolution of the agreement. Only if the price increase is more than 5% of the total order price can the Customer cancel the order within five working days after the disclosure of the increased price. The Supplier is never liable for compensation in the event of a price increase.

3.3 Before the Customer can collect the Goods, or before the Goods are transported, the Customer needs to have paid the entire invoice amount, including the packaging and transport costs, and these must be visibly credited to the Supplier’s bank account.

3.4 The Supplier has the right at all times to set off its claims towards the Customer against debts that it has to the Customer or to one of the Customer’s group companies.

3.5 In the event of non-payment or late payment, in addition to the statutory interest owed, the Customer also owes collection costs (at a minimum of 15% of the amount owed) as well as legal costs.

3.6 The Customer will ensure that the Supplier is always aware of the Customer’s correct and valid VAT number or foreign equivalent and will provide supporting documentation if requested. If the Customer does not comply with this obligation, the Customer is liable for any consequences and damage.

4. Delivery

4.1 The Supplier is entitled to deliver an order in parts or to deliver several orders at once. Each partial delivery can be invoiced separately by the Supplier.

4.2 Packaging such as pallets and trestles (except wooden pallets and trestles) which are not included in the price remain the property of the Supplier and will be returned upon request at the Customer’s expense.

4.3 The Customer will ensure that a qualified person takes delivery of the Goods. If the Customer does not fully cooperate with the delivery, the Supplier can recover from the Customer all damage resulting from this. The Customer, as well as its employees or hired third parties, must keep away from the performance of the work. The Customer must at all times follow the instructions of the Supplier’s employees or its hired third parties. If the Customer or its employee or hired third party fails to do so, the Customer is liable for any damage caused as a result.

4.4 Glass panels may only be lifted and stored vertically. The Customer must ascertain the professional manner in which the goods must be transported and act accordingly.

4.5 The Customer is obligated to take all required or necessary safety measures with regard to the Supplier’s employees, such as clearing the parking area or driveway of snow and ice.

4.6 Upon delivery, the Customer will inspect the Goods and Service and perform the customary quality checks that may be expected at that time. The Customer will only be able to make a claim with regard to shortcomings, defects or damage if these have been recorded in writing and in detail on the consignment note/delivery note upon delivery and have been reported to the Supplier in writing within 2 (two) working days. In the absence of such notice, the Goods and/or Service will be deemed to have been delivered correctly and in

accordance with the specifications.

4.7 Delivery periods start immediately after the order has been confirmed in writing by the Supplier and after the Customer has fulfilled all conditions set for this purpose, such as but not limited to payment and the provision of all necessary information to the Supplier by the Customer.

4.8 The Supplier establishes a schedule with great care. However, there may be circumstances that mean this schedule is not met. Stated delivery times are therefore indicative and cannot be regarded as a strict deadline. If any delivery period is exceeded, this will never be regarded as a shortcoming and will not entitle the Customer to dissolution or compensation for any damage suffered by the Customer or third parties.

4.9 The Supplier is at all times entitled to (partially) cancel orders of a large size or otherwise unusual orders (at the sole discretion of the Supplier), to send them in parts or to deliver them in full at once. This is entirely at the discretion of the Supplier. The Supplier can expressly not be held liable for (consequential) damage – in whatever sense, shape or extent – as a result of its actions on the basis of this article.

4.10 If the delivery is delayed, regardless of whether this is due to factors for which the Supplier is responsible, the Supplier cannot be held liable for this. The same applies to any consequential damage suffered.

4.11 If the Customer asks the Supplier to postpone the delivery, the Supplier is not obliged to cooperate with this. If the Supplier agrees to set a new delivery date, the Supplier is entitled to charge the Customer for all costs ensuing from this (such as but not limited to storage costs, safekeeping costs and mobilisation costs of personnel). When setting a new delivery date, the Supplier's internal schedule is taken into account.

4.12 The Customer must ensure that the Goods and/or Service ordered by it and any associated packaging and other information comply with the government regulations in the country of destination. The use of the Goods and the conformity with government regulations is at the risk of the Customer.

4.13 The Customer must ensure, at its expense, the timely acquisition of all permits, exemptions and other permissions and/or approvals that are important for the performance of the agreement.

4.14 Goods can only be returned if the Supplier has expressly agreed to this in writing. Returns will only be accepted in original and undamaged packaging. The total costs of a return shipment are to be borne by the Customer. A Customer must send a return request to reseller@gumax.com within three working days after receipt of the goods. Only after written approval of the Supplier may the Customer return the product(s) within two working days of the notification. If this condition is not met, the Supplier is not obliged to take back the products nor to credit the Customer for them.

4.15 If it appears, upon or after delivery, that the Customer has received products that it has not ordered, the Customer must report this to the Supplier in writing within two days of receipt of the products, failing which the Supplier is entitled to recover the sales price from the Customer.

4.16 The Customer may not offer/request additional work from employees of or third parties hired by the Supplier. If the Customer does so, it is fully liable for this. The Supplier cannot be held liable in any way for any damage that may result from this.
Provisions for collection of goods

4.17 Delivery by collection of the Goods takes place in accordance with Incoterms 2020 EXW at the Supplier's business address. Loading and unloading is at the risk of the Customer. The Customer is liable for any damage that occurs during or as a result of loading and unloading. The foregoing also applies if an employee of the Supplier assists with the loading or unloading. If the Customer hires a third party for the collection and/or transport of the Goods from the Supplier's business address, delivery will also take place in accordance with Incoterms EXW.

4.18 If the Customer makes a complaint in connection with damage or a defect in the delivered Goods, the Supplier is only obliged to exchange or supply a replacement for the damage or defect at the Supplier's business address. The Customer is obligated to ensure that

the item to be exchanged (if applicable) is available to the Supplier at the relevant location at the time of any exchange. Any additional (transport) costs are to be borne by the Customer.

Provisions for delivery of goods

4.19 Supply by means of delivery of the Goods takes place in accordance with Incoterms 2020 DDP. The Supplier may rely on the correctness of the (contact) details that it receives (in advance) from the Customer.

4.20 If damage occurs for the Customer during the process of delivery of the goods, which is caused by a party other than the Supplier, the Customer must hold the party directly liable in that case. The Supplier is not a party in such a situation.

4.21 The transport costs can be charged (in advance) to the Customer by the Supplier.

4.22 Delivery will only take place at an address specified by the Customer that is reasonably accessible by lorry via paved public roads and otherwise. If the address does not meet this requirement, the Supplier will deliver the Goods at the risk of the Customer as close as reasonably possible to the address specified by the Customer, at the sole discretion of the Supplier or any third party hired by the Supplier. If the Customer has the goods delivered to a different address than initially specified (whether or not in consultation with the Supplier and/or the carrier), the Customer is liable for any resulting damage, such as but not limited to loss caused by delay, storage costs, personnel costs, et cetera.

4.23 In accordance with the DDP Incoterms 2020, the Supplier is responsible for the customs formalities and (costs related to) transport until the Goods are unloaded at the agreed delivery address.

4.24 If the CMR Convention applies, the Supplier will provide the necessary CMR documentation.

4.25 At the agreed location and time of delivery, the Customer is obligated to provide full cooperation and the fastest possible and safest unloading, which takes place by or on behalf of the Customer and at the expense and risk of the Customer. If the Customer is not present at the time of delivery or is unable to unload the goods, the Supplier will be entitled to deliver the Goods to the delivery location at the risk of the Customer. The Customer is responsible for the additional costs and the Supplier can fully pass on these charges to the Customer.

5. Completion of service work

5.1 The agreement for the delivery of Goods does not include the placement, assembly and installation thereof, unless the Supplier has expressly entered into the commitment to do so.

5.2 If the Supplier carries out work related to the placement, assembly, installation and/or start-up of the delivered Goods, the following applies:

- a) prior to installation, the Goods, including installation materials and parts, are at the risk of the Customer after actual delivery of those Goods;
- b) the Customer will ensure good accessibility of the building or site so that all work can be carried out without further facilities;
- c) the Supplier is not responsible for the foundation and is not obliged to disconnect and/or remove existing items;
- d) the Customer will make available, free of charge, all necessary consumables, such as but not limited to energy, water, oil, auxiliary materials and lifting and hoisting equipment, and will ensure that these are safe and approved;
- e) the Customer is obliged to have all preparatory work ready in a timely manner, such as but not limited to structural and electrical matters;
- f) the Customer, as well as its employees or hired third parties, must keep away from the performance of the work. The Customer must at all times follow the instructions of the Supplier's employees or third parties hired by the Supplier. If the Customer or its employee or hired third party fails to do so, the Customer is liable for any damage caused as a result.
- g) The Customer is obligated to take all required or necessary safety measures with regard to the employees of the Supplier or third parties hired by the Supplier.

5.3 The Customer guarantees that the Supplier can perform all necessary work without interruption or delay. If the work is nevertheless

interrupted or delayed, the Customer is liable for all additional costs. In that case, the Supplier also has the right to adjust its delivery time.

5.4 Completion of Goods placed, assembled, installed and/or started up by the Supplier takes place at the moment that the Goods are functionally operational.

5.5 The completion is confirmed in a delivery note. Comments and remarks such as but not limited to shortcomings found must be made by the parties on this delivery note. The Customer is not permitted to use the installation for commercial purposes until the delivery note has been fully signed.

5.6 Aspects of minor importance that do not affect the actual functioning of the installation are not taken into account when determining whether the installation has been delivered or completed. These shortcomings will be repaired by the Supplier in a manner and period to be specified by the Supplier.

5.7 The Supplier will make reasonable efforts to remove waste, but is not liable for damage caused by packaging waste that has not been removed.

6. Claims

6.1 Unless otherwise agreed in writing, for a period of twelve months after delivery or completion, the Supplier guarantees the proper fulfilment of the agreed performance, as is further elaborated in the following paragraphs. If the parties have agreed on deviating warranty conditions, the provisions of this article apply in full, unless this is in conflict with those deviating warranty conditions.

6.2 Under penalty of forfeiture of any right to claim, the Customer is obligated to report any deficiencies, defects or damage to the Supplier in writing, stating the nature and grounds of the defect in detail, within five working days after the shortcoming could reasonably be discovered by the Customer. Upon the Supplier's first request, the Customer will supply photos and video material as proof of the defect.

6.3 The Customer is obligated to inspect the received Goods upon or immediately after delivery and if possible to record any shortcomings on the consignment note/delivery note and to report the shortcoming to the Supplier in writing within two working days after the delivery. If deficiencies, defects and damage that could have been discovered during a customary quality check after delivery have not been reported to the Supplier in writing within five working days after delivery, the Supplier is not obligated to proceed with any activities such as replacement/refund/compensation. In that case, the Supplier is also not liable for any damage caused by the shortcoming.

6.4 If claims are submitted to the Supplier in a timely manner and if the claims are correct in the Supplier's opinion, the Supplier will proceed, at its discretion, to either refund the invoice amount for the defective part or to replace the corresponding part in a subsequent order of the Customer, or to exchange or replace the defective part, at the Supplier's discretion, at either the original delivery location or at the Supplier's business address. The Customer is obligated to ensure that the item to be exchanged (if applicable) is available to the Supplier at the relevant location at the time of any exchange. Any additional (transport) costs are to be borne by the Customer. The Customer remains fully obligated to pay for the work performed and the Goods purchased and is not authorised to offset payment. Warranty is at all times limited to the invoice amount of the defective part.

6.5 The Supplier may hire a third party to assess the claim. The Customer must cooperate with this. If the third party deems the claim unfounded, the Supplier may recover the costs of the investigation from the Customer.

6.6 All costs incurred by the Supplier in connection with an unfounded claim may be charged to the Customer by the Supplier.

6.7 After discovery of a shortcoming regarding a delivered product, the Customer is obligated to do everything that prevents or limits damage, which expressly includes any immediate cessation of use.

6.8 Under penalty of forfeiture of all claims, the Customer is obligated to keep the Goods regarding which claims have been made at the disposal of the Supplier in order to ascertain the shortcoming.

6.9 If the Customer is not the end user of the delivered item, the costs associated with the replacement and/or repair insofar as these are related to the fact that the item is not with the Customer, such as but not limited to travel and transportation costs, are to be borne by

the Customer.

6.10 Any right of claim against the Supplier lapses if:

- a) the damage and/or defects have not been brought to the Supplier's attention within the stated periods and/or in the specified manner;
- b) the Customer provides no/insufficient cooperation to the Supplier with regard to an investigation into the merits of the complaints;
- c) the Customer has, in the Supplier's opinion, used the Goods injudiciously and/or carelessly or has not properly set up, handled, stored or maintained the Goods or if the Customer has used or handled the Goods under conditions that are unsuitable for the Goods;
- d) the Goods are put into use after discovery of defects or if use of the Goods is continued after discovery of defects;
- e) the Supplier has not been offered the opportunity to provide (counter/contradictory) expertise.

6.11 Rights obtained under the warranty are not transferable to third parties for the Customer.

6.12 Claims based on shortcomings in the delivered Goods or Service lapse six months after delivery or completion.

6.13 If it appears, upon or after delivery, that the Customer has received products that it has not ordered, the Customer must report this to the Supplier in writing within two days of receipt of the products, failing which the Supplier is entitled to recover the resulting damage from the Customer.

6.14 At the Supplier's sole discretion, there is no question of a shortcoming and the Customer has no right to claim in the following cases:

- a) damage to consumables as well as damage as a result of repairs carried out;
- b) damage caused by external causes;
- c) damage due to wear and tear, improper use, improper storage, insufficient or incorrect or no maintenance, use of aggressive cleaning or abrasive agents, use of a pressure washer;
- d) if an adequate delivery inspection has not taken place;
- e) in the event of damage as a result of assembly, insufficient foundation or usage other than according to the intended purpose or protocol;
- f) in the event of use of parts and consumables that have not been supplied or certified by the Supplier;
- g) if Goods are processed or combined with products from another manufacturer or if the Customer modifies the products;
- h) in the event of minor deviations with regard to finish, quality, size, weight, colour or other such characteristics that do not affect the functioning and soundness of the product;
- i) if there is no shortcoming of glass in accordance with the instructions and standards from the 'Assessment of glass upon completion', which can be found on the Supplier's website;
- j) in the event of leaks.

6.15 The Supplier's performance will in any event be deemed to be satisfactory if the Customer does not complain within the stipulated period and/or has put the delivered Goods/Service or a part of the delivered Goods/Service into use, edited or processed them, or has had them put into use, edited or processed or delivered to third parties.

6.16 It is the Customer's responsibility to determine whether the product is suitable for the intended use. The product details are available on the Supplier's website. It is the Customer's responsibility to take note of this information, including the installation manual. If additional information is required in order to assess suitability, the Customer must request this from the Supplier. Photos on websites or social media are only for illustration and inspiration and no rights can be derived from them. Any right of the Customer to claim will lapse if Goods are placed or used in a manner or location for which the product is not intended or is not suitable, or where such use is not permitted.

6.17 In the event of resale of the Goods, the Customer is obligated to hand over to the end user the manuals and other necessary documents and information concerning the resold Goods before any activities are performed.

7. Force majeure

7.1. In these General Terms and Conditions, force majeure is

understood to mean – in addition to what is understood in law and case law in this regard – all external causes, whether foreseen or unforeseen, over which the Supplier cannot exercise any influence, but as a result of which the Supplier is unable to fulfil its obligations. In any case, force majeure includes: strikes, absenteeism of staff, a (temporary) shortage of staff or equipment, weather conditions, delivery problems, fire, operational and technical disruptions within the company or at external parties hired by the Supplier, the lack of sufficient data at the Supplier's discretion or the provision of incorrect data by the Customer, or the lack of sufficient cooperation on the part of the Customer.

7.2. If, as a result of force majeure, the Supplier is unable to fully fulfil its obligations, each of the parties is entitled to terminate the agreement in writing for the non-executable part after explicit written notification of the force majeure by the Supplier and if the period lasts longer than 90 (ninety) days.

7.3 In the event of force majeure, the Customer is not entitled to any form of compensation.

7.4 In the event of force majeure, the Supplier retains the right to payment for the Goods/Service that have already been delivered.

8. Transfer and retention of ownership

8.1 Subject to paragraph 2 below, the ownership of all Goods will pass to the Customer upon delivery.

8.2 The Supplier retains ownership of all Goods delivered until the full purchase price, including the price for the Service or services rendered thereto, has been paid. The Customer is not permitted to sell, transfer, pledge or grant any other right to these Goods to a third party. Notwithstanding the above, the delivered Goods are at the risk of the Customer from the moment of delivery.

8.3 If the Customer fails to fulfil its payment obligations or if the Supplier has good reason to fear that it will do so, the Supplier is entitled to take back the delivered Goods under retention of title at its own discretion.

9. Suspension and dissolution

9.1 If the Customer fails to fulfil its contractual obligations, the Supplier is entitled to suspend the performance of its contractual obligations, while maintaining its other rights and claims, for as long as it reasonably deems necessary.

9.2 If the Supplier has reasonable doubts concerning the Customer's payment capacity, the Supplier is entitled to suspend its obligations until sufficient security has been provided by the Customer.

9.3 If the Customer does not fulfil its obligations under the previous paragraphs within a reasonable period, the Supplier is entitled to dissolve the agreement with immediate effect without being obliged to pay any compensation or costs. The Customer is obligated to compensate the Supplier for damage, which damage is at least the invoice amount.

9.4 The Supplier is entitled to dissolve the agreement with immediate effect without being obliged to pay compensation or costs, or to suspend performance of its obligations, in the event of cessation of operational activities, liquidation, (application for) bankruptcy and/or suspension of payment of the Customer concerned.

10. Liability

10.1 The Supplier is only liable for damage if and insofar as this is the direct and exclusive result of intent or wilful recklessness on the part of the Supplier.

10.2 Any and all legal and/or contractual liability of the Supplier will at all times end 12 (twelve) months after delivery.

10.3 The total legal and/or contractual liability of the Supplier (including but not limited to product liability) is at all times limited to the invoice amount of the corresponding order.

10.4 The total legal and/or contractual liability can never exceed the amount paid out under the Supplier's business liability insurance in the corresponding case.

10.5 All liability of the Supplier for indirect damage, such as but not limited to consequential damage, loss of profit, business interruption, loss of goodwill and claims from end users is expressly excluded.

10.6 The aforementioned exclusions and limitations apply not only contractually but also to legal liabilities and will apply notwithstanding anything to the contrary in these Terms and Conditions or the

agreement.

10.7 Damage for which the Supplier is liable is only eligible for compensation if the Customer has tried to limit it as much as possible and has notified the Supplier in writing within 7 (seven) days after the damage occurred, unless the Customer can demonstrate that it could not reasonably have reported this damage earlier.

10.8 The Supplier is not liable for damage, of whatever nature, that has arisen because the Supplier has relied on incorrect or incomplete data or information provided by or on behalf of the Customer.

10.9 The Supplier is not liable for advice or recommendations that it has given to the Customer. Any advice, recommendations and information provided by the Supplier are entirely without obligation and are given without any guarantee.

10.10 Incorrect prices and information are not binding for the Supplier.

10.11 The Supplier is never liable in the event of force majeure as stipulated in article 8 of these General Terms and Conditions.

10.12 All exclusions and limitations of liability stipulated by the Supplier also apply to any auxiliary personnel and employees hired by it.

10.13 The Customer indemnifies the Supplier against all claims from third parties.

11. Recall

11.1 If the Customer is made aware of a defect in Goods delivered by the Supplier that leads to a recall by the manufacturer/importer, the Supplier will inform the Customer of this in writing as soon as possible. If the Customer does not contact the Supplier as soon as possible after the written notification, all claims of the Customer in this regard will lapse. This then means that neither the Supplier nor the manufacturer/importer is liable for the damage suffered and to be suffered by the Customer as a result, including but expressly not limited to any consequential damage.

12. Confidentiality and intellectual property

12.1 Both during and after the execution of any order or agreement, the Customer must observe strict confidentiality with regard to any and all commercial and technical information and know-how, including but not limited to information about the Supplier's products, prices, customers, logistics, suppliers and other relationships (hereinafter "Confidential Information"). Information is considered confidential unless information has been designated by the Supplier as nonconfidential and/or has already been deliberately published by the Supplier in any way.

12.2 The Supplier retains all intellectual property rights, such as but not limited to database rights, model rights and copyrights, know-how, patents and rights to inventions, information, data or processes. This right applies in all cases, whether registered or not, and including the right to proceed with registration. All carriers of intellectual property or Confidential Information remain or become the property of the Supplier and may not be copied, shown to third parties or used in any other way without the express written permission of the Supplier's management, regardless of whether the Supplier has been charged for the costs of manufacture or provision. The Customer is obliged to hand over these carriers to the Supplier upon the Supplier's first request. The Customer is not permitted to copy or imitate the Supplier's products. The Customer is not permitted to present itself as a Reseller and/or to use the Supplier's logo, brands, photos, videos, brochures, publications, documents and/or renders without the Supplier's prior written permission. The Customer is also not permitted to include the Supplier's brand names in the Customer's URL or otherwise falsely create the impression that the Customer's business is affiliated with the Supplier.

12.3 If the Customer directly or indirectly makes a publication in any way (including traditional media, digital media or social media) that may harm the interests of the Supplier, the Client is liable towards the Supplier for the resulting damage.

12.4 If the Customer acts contrary to this article and/or infringes the Supplier's intellectual property rights, the Customer will forfeit an immediately due and payable fine of €10,000.00 as well as a fine of €1,000.00 for each day that the violation continues, without prejudice to the Supplier's right to instead claim full compensation plus costs and interest insofar as the actual damage suffered exceeds the stipulated fine.

13. Applicable law and choice of forum

13.1 Dutch law applies.

13.2 The competent civil court, based on the location of the Supplier, has exclusive competence to adjudicate on disputes between the Supplier and the Customer.

13.3 Application of the Vienna Sales Convention is excluded.