

## **General Terms and Conditions**

### Article 1 – Identity Principal

<http://www.omazu.com>

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Chamber of Commerce No.: 62533673

BTW/VAT No.: NL001909465B87

### **Article 2 - Applicability**

1. To all our deliveries, quotations, agreements, transactions and/or orders (also remote) between Principal and consumer/Buyer/corporate clients etc., hereinafter: 'Buyer', our General Terms and Conditions apply.

The General Terms and Conditions are made available on the website: <http://www.omazu.com>.

2. The applicability of any general specific terms or clauses of Buyer will be explicitly rejected by Omazu. However, if Buyer notifies Principal in writing specifying which terms Buyer does not agree to, Principal may respond and/or give his approval in writing/electronically.

3. Omazu are not liable under the law, nor under agreement, for so called consequential damage which Buyer or a third party due to (using) the products may suffer. Damages include loss of profit, corporate damage, loss of data/privacy and material and immaterial damage.

4. Dutch law applies to this agreement.

### **Article 3 - Quotation**

1. In case a quotation is valid for a limited time only or is subject to certain terms and conditions, such will be mentioned explicitly in the quotation.

2. The quotation includes a full and accurate description of the products offered, the digital content and/or services. The description has been sufficiently specified to make it possible for Buyer to properly assess the quotation. If Principal uses images, these should be a true representation of the products, services and/or digital content offered. Obvious errors/mistakes in the quotation or images will not be binding on Principal.

3. Each quotation contains information in such a way that it is clear what the rights and obligations are in connection with accepting the offer.

### **Article 4 - Agreement**

1. The agreement will be realised the moment Buyer accepts the offer and meets the conditions stipulated in this quotation.

2. In case Buyer has accepted the offer electronically, Principal will immediately confirm receipt of such. As long as Principal has not confirmed receipt of this acceptance, Buyer may dissolve the agreement.

3. In case Buyer can pay electronically, Principal will take appropriate safety measures.

4. Principal may - within the law - check whether Buyer is meeting his payment requirements, as well as take notice of all those facts and factors which are of interest for responsibly entering into a remote agreement. Should Principal following this investigation have sound reasons not to enter into this agreement, he is entitled to a substantiated refusal of an order or quotation or to set special terms and conditions as to the execution.

#### **Article 5 – Right of withdrawal**

Concerning products:

1. Buyer can dissolve an agreement regarding the purchase of a product without stating a reason during the time of withdrawal of at least 14 days. Principal may ask Buyer to state the reason of his withdrawal, however, Buyer is not required to do so.

2. The withdrawal period as mentioned in section 1 starts the day Buyer, or a third party appointed by Buyer beforehand, being not the carrier, has received the product, or:

A. In case Buyer ordered several products in one order: the day Buyer, or a third party appointed by him, received the last product of the order. Principal may refuse an order of several products with various delivery times, provided he clearly informed Buyer thereof prior to the ordering process;

B. If the delivery of a product consists of several deliveries or parts: the day Buyer, or a third party appointed by him, received the last delivery or last part;

C. As to agreements for regular delivery of products during a certain period of time: the day Buyer, or a third party appointed by him, received the first product.

3. In case Principal has not given Buyer the statutorily required information on right of withdrawal or the standard form for withdrawal, the period of withdrawal will lapse twelve months following the end of the original period of withdrawal set in accordance with the previous sections of this article.

4. The right of withdrawal does NOT apply to corporate clients and Buyers outside the EU.

#### **Article 6- Buyer's Obligations during time of withdrawal**

1. During the time of withdrawal Buyer will take the utmost care as to handling the product and packaging. Buyer will not unpack the product nor damage it, and will not use it. The principle is that Buyer may only inspect the product as if he were allowed to in a store.

2. Buyer is only liable for impairment of the product as a result of handling the product in a way further than allowed as indicated in section 1.

#### **Article 7 - Exercising the right of withdrawal by Buyer and the costs thereof**

1. In case Buyer will exercise his right of withdrawal, he will report this in writing to Principal within the period of withdrawal, by means of a fully filled out and signed standard form for withdrawal.

2. Buyer is to return the product as soon as possible, but within 14 days from the day following the report mentioned in section 1. This is not required if Principal has offered to pick up the product by himself or have the product picked up by someone authorised by Principal. Buyer has in any case observed the term of returning a product if the product has been returned before the time of withdrawal has lapsed.

3. Buyer will return the product with all accessories delivered, in original condition and packaging (considering section 6.1), and in accordance with the reasonable and clear instructions given by Principal.

4. The risk and burden of proof for a correct and timely exercise of the right of withdrawal lies with the Buyer.

5. Buyer will pay the direct costs for returning the product. If Principal digitally/in writing indicates that they will pay those costs, Buyer does not have to bear the costs for returning the product.

#### **Article 8 - Principal's requirements in case of withdrawal**

1. If Principal makes it possible for Buyer to send the report on withdrawal electronically, he will upon receipt immediately send confirmation of receipt of this report.

2. Principal will only refund Buyer after having received the product(s) returned. Any delivery/shipping costs incurred by Buyer will not be refunded. Principal is allowed to wait as to refunding the amount paid for product until he has received the product or until Buyer can prove he has returned it.

3. For the refund, Principal will use the same means of payment and bank account which Buyer used to pay with, unless Buyer agrees to a different method of payment.

#### **Article 9 - Exclusion of right of withdrawal**

Principal can exclude the following products and services from the right of withdrawal, but only if Principal has stated this clearly in the quotation, that is: in time prior to closing the agreement:

1. Quotations, products or services of which the price may change, due to fluctuations on the financial market beyond Principal's control and which may occur within the period of withdrawal;

2. Agreements closed during a public auction. By public auction we mean a sales method whereby products/digital content and/or services are offered by Principal to consumer who is personally present or is given the opportunity to be present in person at the auction, conducted by the auctioneer and whereby the successful bidder is required to purchase the products, digital content and/or services;

3. Sealed products which for reasons of health protection or hygiene are not suitable to be returned and of which the seal has been broken after delivery;

4. Products which after delivery because of their nature have been mixed with other products irrevocably

5. Sealed audio and video-recordings, and computer programs, of which the seal has been broken after delivery;

6. Making digital content available in a different way than on a material carrier, but only if:

a. Execution has started with explicit consent from Buyer beforehand; and

b. Buyer has stated that he herewith no longer can assert his right of withdrawal herewith.

#### **Article 10 - Observance of agreement and extended warranty**

1. Principal will guarantee that the products and/or services comply with the agreement, meet the specifications stated in the quotation, meet reasonable requirements as to reliability and/or usability and the statutory provisions and/or government regulations existing on the date of realisation of the agreement.
2. An extended warranty supplied by Principal, his supplier, manufacturer or importer will never limit the statutory rights and claims that Buyer may assert on grounds of the agreement towards the Principal in case Principal has failed to observe his part of the agreement.
3. By extended warranty we mean each undertaking of Principal, his supplier, importer or manufacturer in which he grants Buyer certain rights or claims which go beyond statutory requirements should he fail to observe his part of the agreement.
4. In case of fraud or improper use Principal is authorised to void the warranty.

#### **Article 11 - Delivery and execution**

1. Principal will take the utmost care when receiving and executing the orders of products and when assessing the requests for rendering services.
2. Place of delivery is considered to be the address Buyer has submitted to Principal.
3. While considering what is stated on this in article 3, Principal will execute the accepted orders in due course though at the latest within 30 days, unless mutually agreed upon otherwise. In case of delayed delivery, or if an order cannot or only partly be executed, Buyer will be notified thereof within at the latest 30 days after placing the order. Buyer is in such a case authorised to dissolve the agreement at no cost whatsoever.
4. After dissolution in accordance with the previous section Principal will refund the amount Buyer paid immediately.
5. Principal is not liable for the delivery time; terms of delivery are therefore only indicative.

#### **Article 12 - Pricing**

1. During the validity mentioned in the quotation, prices as to the products and/or services offered will not be increased, except for price changes as a result of changes in VAT rates.
2. In deviation of the previous section Principal may offer products or services of which prices are subject to fluctuations on the financial market beyond Principal's control, with variable prices. The offer has to state the fact that prices are subject to fluctuations and that prices mentioned are indications only.
3. Price increases within 3 months following the realisation of the agreement are only allowed in case they are a result of statutory regulations or provisions and/or prices of raw materials have been increased by the manufacturer.
4. Price increases after 2 months following the realisation of the agreement are only allowed in case

Principal has stipulated this and that those increases are a result of statutory regulations or provisions.

5. Prices stated on the website are always inclusive of VAT/BTW.

### **Article 13 - Payment**

1. Unless explicitly and mutually agreed upon otherwise, delivery will only occur after payment in advance.

2. When payment in advance has been stipulated, Buyer can assert no right whatsoever as to the execution of the order or service(s) concerned, before the payment in advance has been made.

3. Buyer is required to immediately report any inaccuracies in the payment details supplied or mentioned to Principal.

4. In case Buyer fails to meet his payment requirements in time, and after having been sent a notice of default and Principal has allowed Buyer another 14 days to pay, and has still not paid within this 14 day term, he is required to pay the statutory interest calculated over the amount due and Principal is authorised to charge him any extra-judicial collection costs. These collection costs amount to a maximum of 15% over amounts due up to Euro 2,500.00, 10% calculated over the following Euro 2,500.00 and 5% over the following Euro 5,000.00, with a minimum of Euro 75.00. Principal may deviate from the mentioned amounts and percentages in favour of Buyer.

### **Article 14 - Complaints procedure**

Principal has a complaints procedure, and any complaints can be sent by email to: [info@omazu.com](mailto:info@omazu.com).

1. Any complaints regarding the execution of the agreement should be submitted by email to Principal with due diligence after Buyer has established the shortcomings, clearly and fully describing the defects and with the following information:

- Date of purchase
- Copy of invoice

2. Any complaints to Principal will be dealt with within a 14-30 day term, from the date of receipt.

### **Article 15 - Retention of title**

All goods / products / services delivered to Buyer will remain property of Principal until all amounts outstanding have been paid, including any costs owed for under the agreement delivered or to be delivered goods or services rendered, as well as any claims due to failing to observe the said agreement.

### **Article 16 - Liability for damage.**

Omazu does not accept any liability for personal injury and material damage to property of the buyer, which would be caused by the equipment delivered by omazu, unless it is liable under Dutch law.

If it is established that Omazu is liable for damage, the damage to be compensated will be limited to the amount that the insurer pays out per event for personal injury and material damage.

Liability for damage as a result of incorrect use, malfunctions, downtime, insufficient and / or incorrect operation of the devices, delays in the performance of repairs, in the performance of

maintenance work, in the replacement of parts, or in the exchange of equipment in the form of business interruption, loss of turnover, profit, data and / or savings and other consequential damage is expressly excluded

**Article 17 – Force Majeure**

1. In case Principal cannot meet his requirements towards Buyer due to circumstances beyond his control, meeting those requirements will be suspended for as long as the force majeure is occurring.
2. In case of force majeure Buyer is not entitled to any compensation (for damages), even if the force majeure would be beneficial in any way to Principal.
3. Principal will notify Buyer as soon as possible in case of a (potential) force majeure.