

GENERAL TERMS AND CONDITIONS PARELS VAN MAKKUM

Article 1 Applicability and Definitions

- 1.1 In these general terms and conditions of sale and delivery, the following are understood to mean:
'Parels van Makkum': Parels van Makkum commissioned by Framboos, Oranjeplein 6, 6224 KD, Maastricht, or any company affiliated therewith.
'Product' or **'Products'**: items of jewelry offered for sale and supplied by Parels van Makkum via her online store or physical points of sale, as well as any related Products in the broadest sense of the term.
'Customer': the person or legal entity who purchases Products from Parels van Makkum.
'Consumer': a customer who is not trading as a profession or on behalf of a company.
- 1.2 These terms and conditions apply to all offers and/or agreements made by Parels van Makkum or entered into with (potential) Customers as well as the implementation thereof. Any terms employed by the (potential) Customer are hereby expressly refused.
- 1.3 Op van The Customer may only invoke provisions varying from these terms and conditions if and insofar as these have been accepted in writing by Parels van Makkum.

Article 2 Offers, Assignments and Agreements

All offers Pearls of Makkum are without obligation. Orders and acceptances of offers by the Customer are irrevocable, even when done by word of mouth or by email.

- 2.1 All orders by the Customer for Products advertised by Parels van Makkum will be considered irrevocable and binding offers howsoever made, including for the avoidance of doubt verbal or email orders. An agreement comes into being after Parels van Makkum has confirmed acceptance of the offer by the Customer. Parels van Makkum is entitled to refuse orders or to request additional information. In the event of an order not being accepted, Parels van Makkum will inform the Customer stating the reason.
- 2.2 Any inaccuracies in the confirmation of order from Parels van Makkum must be passed on to Parels van Makkum in writing within 3 days of the confirmation of order, in default of which the confirmation of order will be deemed to be an accurate and complete reflection of the agreement to which the Customer is bound.
- 2.3 Verbal commitments or agreements with Parels van Makkum or its personnel will only be binding if these have been confirmed in writing by Parels van

Makkum.

- 2.4** These general terms and conditions will apply in full to any amendments to the agreement.

Article 3 Cooling off Period

- 3.1** From the time the Customer receives the Product ordered by him/her, the Customer is entitled to cancel the agreement with Parels van Makkum within fourteen (14) working days for no fee and without stating any reason. The Customer can inform Parels van Makkum of the cancellation in writing (e-mail or post) accompanied or directly followed by the return of the delivered Products at the Customer's own expense to the following address: Oranjeplein 6, 6224 KD, Maastricht, The Netherlands. In the event of insufficient postage having been paid, the additional costs will be charged to the Customer and Parels van Makkum may deduct the sum from the sale price.
- 3.2** During the cooling off period the Customer will treat the product and packaging with care. He will only unpack the Product to the extent or use as necessary to assess whether he wishes to keep the Product. If he exercises his right of withdrawal, he will return the Product with all delivered accessories and - if reasonably possible - in its original condition and packaging to Parels van Makkum.
- 3.3** When the Customer wishes to exercise his right of withdrawal he is obliged to express this to Parels van Makkum within fourteen (14) days after receipt of the Product. The Customer shall do this by sending an email to info@parelsvanmakkum.nl. Once the Customer has expressed the wish to make use of his right of withdrawal, the Customer must return the product within fourteen (14) days after receipt of the product to. The Customer must prove that the goods are returned on time, for example through a proof of posting.
- 3.4** Parels van Makkum is obliged to refund the Customer the paid sale price within fourteen (14) working days (excluding bank and credit card company processing times) after Parels van Makkum has received the returned Product. Parels van Makkum reserves the right to refuse returned Products or to reduce the refund sum if Parels van Makkum establishes that the Product has been used or damaged by the Customer. Parels van Makkum will inform the Customer of any such deduction in writing, stating the reasons.

Article 4 Conformity

- 4.1** All specifications given by Parels van Makkum with regard to quantities, colours, quality, performance and/or other specifications with relation to its Products are released with the greatest possible care. Parels van Makkum cannot, however, guarantee that there will not be any abnormalities. The Customer must check that Products conform to the quantities and/or other details specified by or agreed with Parels van Makkum are correct upon receipt of the Products. Specifications given by Parels van Makkum with regard to quantities, colours, quality, performance etc will only be approximate and are free of obligation.

- 4.2** Images, descriptions, catalogues, advertising material, information stated on the website are not binding for Parels van Makkum. Pictures of Products are a true representation of the Products offered. Parels van Makkum can not guarantee that the colors displayed exactly match the actual colors of the Products.
- 4.3** The Customer's must ascertain that the Products which he/she is to order and/or which he/she has ordered and the corresponding packaging, labels and other information comply with all governmental regulations prescribed thereto in the country of destination. Use of the Products and conformity with governmental regulations is at the risk of the Customer

Article 5 Intellectual Property

- 5.1** All intellectual and industrial property rights with regard to Products and their names and with regard to all that is developed, produced or supplied by Parels van Makkum, including packaging, manuals, advertising material and images, will accrue to Parels van Makkum. The Customer is not permitted to make use of Parels van Makkum brand name, brands, logos and other Parels van Makkum designations without prior written consent from Parels van Makkum. In the event that permission is granted, the Customer will respect the guidelines and instructions published by Parels van Makkum with regards to the use of brands, logos and other Parels van Makkum designations.

Article 6 Prices

- 6.1** The prices stated by or agreed with Parels van Makkum are inclusive of packaging and transport costs, VAT, import and export duties, excises and any other taxes or levies imposed or levied with regard to the Products.
- 6.2** Parels van Makkum is entitled to charge a surcharge for administration costs and/or delivery costs for orders below a sum determined by Parels van Makkum in accordance with the regulations applicable with Parels van Makkum in that regard at the time of the conclusion of the agreement.
- 6.3** If after the offer and/or the realisation of an agreement cost-decisive factors should change, Parels van Makkum will be entitled to adjust its prices accordingly.
- 6.4** The customer may derive no rights from price listings that are evidently inaccurate, as a consequence of evident input and/or written mistakes for example.

Article 7 Terms and Times of Delivery

- 7.1** Parels van Makkum aims to deliver Products ordered by Customers in the Netherlands within 3 working days after receipt of the advance payment to the Customer in question. For Customers outside the Netherlands, Parels van Makkum aims to deliver within 7 working days of advance payment.

- 7.2** Times of delivery stated are approximate estimates and should not be considered to be strict deadlines. Exceeding the delivery time will not oblige Parels van Makkum to pay compensation and will not give Customers the right not to observe or to suspend obligations arising from the agreement. The Customer will however be entitled to dissolve the agreement, if and insofar as Parels van Makkum fails to execute an order within a reasonable term stipulated by the Customer, or in the event that the legal maximum delivery period of 30 days is exceeded. In the event of the latter Parels van Makkum will not owe any compensation, but will refund payments already made by the Customer.
- 7.3** Unless otherwise agreed in writing, Parels van Makkum will determine the manner in which and by whom the Products in question are to be transported. If the Customer requests a different method of delivery, any additional costs associated with this will be at the Customer's expense.
- 7.4** The Customer is obliged to take receipt of the Products immediately upon their arrival at their destination. The Customer will ensure that there are sufficient opportunities to load and unload and that unloading takes place as swiftly as possible.
- 7.5** Parels van Makkum will determine the manner in which the Products are packaged.
- 7.6** In the event that a Product ordered by a Customer is no longer available or at least not within a reasonable term, Parels van Makkum will, if reasonably possible, supply a Product similar to the Product ordered for the same price.
- 7.7** Parels van Makkum is authorized to implement an agreement in parts and to claim payment of that part of the agreement that has been realised.
- 7.8** In the event that the Customer fails to take receipt of the Products or fails to collect them or have them collected, for as long as Parels van Makkum deems desirable, they will be stored at the expense and risk of the Customer. In this case, as with all other (attributable) shortcomings of the Customer, Parels van Makkum will have the authority at all times either to demand observance of the agreement or to dissolve the agreement (out of court), all this without prejudicing its rights to compensation for the loss suffered and the loss of profit, including the costs of storage.
- 7.9** Parels van Makkum is not obliged to honour any request on the part of a Customer for redeliveries or subsequent deliveries. If Parels van Makkum does honour such a request, the costs incurred in connection therewith will be at the expense of the Customer.

Article 8 Retention of Title

Parels van Makkum will retain ownership on behalf of its suppliers of the Products ordered until the Customer has paid all sums due to Parels van Makkum (inclusive of any late payment interest and collection charges) with regard to the agreement.

Article 9 Force Majeure

- 9.1** In the event that Parels van Makkum is prevented from observing the agreement due to force majeure, it is entitled to suspend the implementation of the agreement. In this case, the Customer will not be entitled to compensation, costs or interest.
- 9.2** Among other things, force majeure should be understood to mean: war, threat of war, industrial action, fire, accidents or illness of personnel, operational failure, traffic congestion, hampering legal provisions, import and/or export restrictions, problems unanticipated by Parels van Makkum with regard to storage or transport and any other circumstances that are not exclusively dependent on the will of Parels van Makkum, such as the failure to deliver or late delivery of goods or failure to deliver them on time by third parties called in by Parels van Makkum.
- 9.3** In the event of a force majeure, Parels van Makkum will be authorised to dissolve the non-realizable part of an agreement by means of a written declaration.
- 9.4** If upon commencement of a force majeure, Parels van Makkum has already partially met its obligations or can only partially meet its obligations, it will be entitled to invoice the part already realized separately and/or the realizable part separately and the Consumer is obliged to pay this invoice as if it concerned a separate agreement.

Article 10 Defects and Complaints

- 10.1** Parels van Makkum guarantees the soundness of the Products it supplies in accordance with that than can be reasonably expected by the Customer pursuant to the agreement. Should defects nevertheless occur in Products supplied by Parels van Makkum, Parels van Makkum will fully or partially replace the Products in question or give a reasonable reduction in the price, all this at the option and solely at the discretion of Parels van Makkum. This guarantee will apply for a maximum period of 12 months. In the event of the Customer being a Consumer, the guarantee will apply for a maximum period of 24 months.
- 10.2** Defects arising in or which are (in part) the result of the following are not covered by the guarantee
- failure by the Customer (or the Customer's personnel) to observe instructions;
 - use other than that which would normally be expected;
 - improper keeping or use by the Customer.
- 10.3** The Customer must carefully inspect the Products supplied immediately after having received them, at the risk of forfeiting the right to complain and/or replacement.
- 10.4** The Customer – assuming he/she is not a Consumer – must complain to Parels van Makkum in writing within 8 days of a defect arising. Failure to

complain on time will render all claims vis-à-vis Parels van Makkum null and void.

- 10.5** In the event that a Customer complains, he/she is obliged to offer Parels van Makkum the opportunity to inspect the Products or have them be inspected with a view to establishing the shortcomings. The Customer is obliged to keep the Products which are the subject of the complaint available for Parels van Makkum, at the risk of forfeiting all rights to complain and/or replacement.
- 10.6** The Products will remain at the expense and risk of the Customer at all times (including during transportation of return Products).
- 10.7** The Customer must arrange the transportation of the return Products and bear any costs incurred him/herself. Any special return or other instructions issued by Parels van Makkum in connection with the return of Products must be observed at all times.
- 10.8** Any defects concerning part of the Products supplied will not give the Customer the right to reject or refuse the entire batch of Products supplied.
- 10.9** Complaints will not suspend the payment obligations of the Customer.
- 10.10** After having established a defect in a Product, the Customer is obliged to do all that is possible to prevent or limit any damage, explicitly including immediate discontinuation of use and sale of the Product

Article 11 Payment

- 11.1** Unless agreed otherwise in writing, payment must be made in advance and the Customer is solely entitled to delivery after advance payment.
- 11.2** This advance payment will take place via (one of) the mean(s) described in the order process (in principle I-Deal or bank transfer), subject to statements to the contrary on www.parelsvanmakkum.com and will be considered complete once the sum is credited to the bank account of Parels van Makkum.
- 11.3** In the event of payment by means of transfer by bank or giro, payment must be received by Parels van Makkum within 5 working days of the order date. During this period, the ordered Product will be reserved for the Customer. If payment has not been received after 5 working days, the reservation expires and Parels van Makkum is entitled, though not obliged, to offer the Product for sale again. Parels van Makkum reserves the right to terminate the reservation sooner if it is of the opinion that payment will not be received, or received in full, on time.
- 11.4** In the event that payment is not received on time, the Customer, without receiving further notice of default, will owe statutory interest, calculated as of the due date up to the date of payment.

- 11.5** All costs incurred in connection with collection of payments due will be at the expense of the Customer. The extrajudicial collection costs will amount to a minimum of 15% of the sum to be collected with a minimum of €150.
- 11.6** In the event of failure to promptly pay an agreed instalment on the due date, the invoice will be fully and immediately due and payable, even in the event that the Customer has gone bankrupt, has requested (provisional) suspension of payment, the Debt Rescheduling Act (WSNP) has been declared applicable to him/her and/or in the event that an attachment has been levied on the goods and/or receivables of the Customer. In the event that one of the above-mentioned situations arises, the client will be obliged to notify Parels van Makkum hereof without delay.

Article 12 Advice

- 12.1** All advice given by Parels van Makkum and statements and announcements made by Parels van Makkum among other things with regard to the properties of the Products to be supplied by Parels van Makkum are completely free of obligation and are not issued by Parels van Makkum as binding information. Parels van Makkum gives no guarantees whatsoever with regard hereto.
- 12.2** Parels van Makkum is not liable for any direct or indirect loss in any form whatsoever and on any basis whatsoever as a result of information and/or advice provided by Parels van Makkum. The Customer indemnifies Parels van Makkum against all claims of third parties with regard hereto, unless in the event of gross negligence or wilful misconduct on the part of Parels van Makkum.

Article 13 Liability

- 13.1** With the exception of that stipulated in Article 8, the Customer will not be able to lay any claims whatsoever vis-à-vis Parels van Makkum on account of defects in or with regard to the Products supplied by Parels van Makkum. Parels van Makkum is therefore not liable for direct and/or indirect damage, including damage to persons and damage to property, immaterial damage, consequential loss (lost of income, damage arising from lost productivity etc) and any other damage caused in any way whatsoever, unless in the event of gross negligence or wilful misconduct on the part of Parels van Makkum.
- 13.2** Parels van Makkum is also not liable in the above-mentioned sense for the acts of its employees and other persons within its sphere of risk, including the (gross) negligence or wilful misconduct of these persons.
- 13.3** Damage to Products caused by damage to or destruction of packaging is at the expense and risk of the Customer.

- 13.4** Parels van Makkum is not liable for damage arising from:
- failure to or the incorrect and/or incomplete adherence to the instructions and/or directions for use provided by Parels van Makkum;
 - overpacking or repacking Products;
 - the use or re-selling of the Products for anything other than their original purpose.
- 13.5** In all cases in which Parels van Makkum is obliged to pay compensation, such compensation will at no time exceed the value of the invoice of the goods supplied in connection with which damage has been caused, to a maximum sum of €1000. If the damage is covered by the insurance of Parels van Makkum, the compensation will moreover not amount to more than the sum paid out by the insurer in the case concerned. This liability limitation is not applicable to Consumers.
- 13.6** If on the basis of facts and/or circumstances known at the time, Parels van Makkum exercises the right of suspension or right of termination, and it is subsequently irrevocably established that this right was wrongfully exercised, Parels van Makkum will not be liable and will not be bound to pay any compensation for damage, except in the event of wilful misconduct or gross negligence on its part.
- 13.7** Unless recognized by Parels van Makkum, all claims vis-à-vis Parels van Makkum will cease to apply by the mere passage of 12 months after the claim arose.
- 13.8** The Customer indemnifies Parels van Makkum, its employees and any auxiliary persons called in for the implementation of the agreement against all claims of third parties in connection with the implementation of the agreement, regardless of cause, as well as with regard to the costs for Parels van Makkum arising from this.

Article 14 Representation

- 14.1** In the event that the Customer acts on behalf of one or more others, without prejudicing the liability of those others, he/she will be liable vis-à-vis Parels van Makkum as if he/she were the Customer him/herself.

Article 15 Final Provisions

- 15.1** The nullity or annullability of any provisions of these terms and conditions or of agreements subject to these terms and conditions will not prejudice the validity of the other provisions. Parels van Makkum and the Customer are obliged to replace the provisions which are null and void or nullified by valid provisions as far as possible with the same purport as the null and void or nullified provision.
- 15.2** The place of implementation will be deemed to be the place where Parels van Makkum is established.

- 15.3** All agreements entered into by Parels van Makkum are exclusively subject to Dutch law.
- 15.4** The effect of all international conventions with regard to the sale of movable tangible property, the effect of which can be excluded between the parties, is not applicable and is hereby explicitly excluded. More specifically, the applicability of the Vienna Sales Convention 1980 (CISG 1980) is explicitly excluded.
- 15.5** All disputes between Parels van Makkum and the Customer will be exclusively settled by the competent court in the district court of Maastricht, the Netherlands, unless on the ground of mandatory law another Dutch court is competent. In deviation hereto, Parels van Makkum is authorized to apply to the court in the place of residence/place of business of the Customer.