General terms and conditions (31-05-2019)

These terms and conditions were generated with a translator. We will use the Dutch version of these terms in case of a disagreement.

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Article 1 - Definitions

In these terms and conditions, the following terms shall have the following meanings

1. Ancillary agreement: an agreement whereby the consumer acquires products, digital content and/or services in connection with a distance contract and these items, digital content and/or services are supplied by the entrepreneur or by a third party on the basis of an agreement between that third party and the entrepreneur;
2. Withdrawal period: the period within which the consumer can make use of his right of withdrawal;
3. Consumer: the natural person who does not act for purposes related to his trade, business, craft or professional activity;
4. Day: calendar day;
5. Digital content: data produced and supplied in digital form;
6. Duration agreement: an agreement that extends to the regular delivery of goods, services and/or digital content during a certain period;
7. Durable data carrier: every tool - including e-mail - that enables the consumer or entrepreneur to store information that is addressed to him personally in a manner that will enable future consultation or use during a period that is geared to the purpose for which the information is intended, and that enables unaltered reproduction of the stored information;
8. Right of withdrawal: the possibility for the consumer to withdraw from the distance contract within the reflection period;
9. Entrepreneur: the natural or legal person who offers products, (access to) digital content

and / or remote services to consumers;
10. Distance contract: a contract concluded between the entrepreneur and the consumer within the framework of an organized system for the distance sale of products, digital content and/or services, in which, up to and including the conclusion of the contract, exclusive or partial use is made of one or more techniques for distance communication;
11. Model withdrawal form: the European model withdrawal form in Annex I of these conditions. Annex I does not have to be made available if the consumer has no right of withdrawal with regard to his order;
12. Technique for distance communication: means that can be used for the conclusion of an agreement, without the consumer and entrepreneur having to be in the same place at the same time.

Article 2 - Identity of the entrepreneur

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Article 3 - Applicability

1. These general terms and conditions apply to any offer made by the entrepreneur and to any distance contract concluded between the entrepreneur and the consumer.
2. Before concluding 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 entrepreneur shall, before concluding the distance contract, indicate how the General Terms and Conditions can be inspected at the entrepreneur's premises and that, at the consumer's request, they will be sent free of charge as soon as possible.
3. If the distance contract is concluded electronically, then, contrary to the previous paragraph and before the distance contract is concluded, the text of these general conditions electronically to the consumer be made available in such a way that the consumer a simple way can be stored on a durable data carrier. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general terms and conditions can be consulted electronically and that they will be sent free of charge at the consumer's request, electronically or otherwise.
4. In the event that, in addition to these general terms and conditions, specific product or service conditions apply, the second and third paragraphs shall apply mutatis mutandis and in the event of conflicting conditions, the consumer can always invoke the applicable provision that is most favourable to him.

Article 4 - The offer

1. If an offer has a limited period of validity or is made subject to conditions, this will be explicitly stated in the offer.
2. The offer contains a complete and accurate description of the products, digital content and/or services offered. The description is sufficiently detailed to enable the consumer to make a proper assessment of the offer. If the entrepreneur uses images, these are a true representation of the products, services and / or digital content. Obvious mistakes or

obvious errors in the offer do not bind the entrepreneur.
3. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to the acceptance of the offer.

Article 5 - The Agreement

1. Subject to the provisions of paragraph 4, the agreement is concluded at the moment the consumer accepts the offer and complies with the associated conditions.
2. If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm receipt of the acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed by the entrepreneur, the consumer can dissolve the contract.
3. If the contract is concluded electronically, the entrepreneur will take appropriate technical and organisational measures to secure the electronic transfer of data and will ensure a safe web environment. If the consumer can pay electronically, the entrepreneur will observe appropriate security measures.
4. The entrepreneur may, within the framework of the law, inform himself whether the consumer can meet his payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the distance contract. If, on the basis of this research, the entrepreneur has good reasons not to enter into the agreement, he is entitled to refuse an order or request, stating the reasons, or to attach special conditions to the execution of the agreement.
5. The entrepreneur will send the following information, in writing or in such a way that the consumer can store it in an accessible way on a durable medium, at the latest upon delivery of the product, the service or digital content to the consumer:
    a. the visiting address of the establishment of the entrepreneur where the consumer with complaints can go;
    b. the conditions under which and the way in which the consumer can make use of the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
    c. the information about guarantees and existing after-sales service;
    d. the price including all taxes of the product, service or digital content; insofar as applicable, the costs of delivery; and the method of payment, delivery or execution of the distance contract;
    e. the requirements for terminating the agreement if the agreement has a duration of more than one year or is of indefinite duration;
    f. if the consumer has a right of withdrawal, the model withdrawal form.
6. In the case of a long-term transaction, the provision in the previous paragraph only applies to the first delivery.

Article 6 - Right of withdrawal
In the case of products:

1. The consumer can a contract relating to the purchase of a product during a reflection period of at least 14 days without giving any reason dissolve. The entrepreneur may ask the consumer about the reason for withdrawal, but does not oblige the consumer to state his reason(s).
2. The cooling-off period referred to in paragraph 1 commences on the day after the consumer, or a third party other than the carrier and previously designated by the

consumer, has received the product or:

a. if the consumer has ordered several products in one order: the day on which the consumer, or a third party indicated by him, has received the last product. The entrepreneur may, provided he has clearly informed the consumer about this prior to the ordering process, refuse an order for several products with a different delivery time.
b. if the delivery of a product consists of several consignments or parts: the day on which the consumer, or a third party designated by him, has received the last consignment or the last part;
c. in the case of contracts for regular delivery of products during a specified period: the day on which the consumer, or a third party indicated by him, has received the first product.

The case of services and digital content that is not supplied on a tangible medium:

3. The consumer may terminate a service contract and a contract for the supply of digital content not supplied on a tangible medium for at least 14 days without giving any reason. The entrepreneur may ask the consumer about the reason for the withdrawal, but may not oblige the consumer to state his reason(s).
4. The cooling-off period mentioned in paragraph 3 starts on the day following the conclusion of the contract.

Extended cooling-off period for products, services and digital content that is not supplied on a material carrier when not informing about the right of withdrawal:

5. If the entrepreneur has not provided the consumer with the legally required information about the right of withdrawal or the model withdrawal form, the cooling-off period expires twelve months after the end of the original cooling-off period determined in accordance with the previous paragraphs of this article.
6. If the entrepreneur has provided the consumer with the information referred to in the previous paragraph within twelve months after the effective date of the original cooling-off period, the cooling-off period expires 14 days after the day on which the consumer received that information.

Article 7 - Obligations of the consumer during the cooling-off period

1. During the cooling-off period, the consumer will handle the product and its packaging with care. He will only unpack or use the product to the extent necessary to determine the nature, characteristics and functioning of the product. The starting point is that the consumer may only handle and inspect the product as he would be allowed to do in a shop.
2. The consumer is only liable for depreciation of the product that is the result of a way of handling the product that goes beyond what is permitted in paragraph 1.
3. The consumer is not liable for any reduction in the value of the product if the entrepreneur has not provided him with all the legally required information about the right of withdrawal before or at the time of concluding the contract.

Article 8 - Exercise of the right of withdrawal by the consumer and costs thereof

1. If the consumer exercises his right of withdrawal, he shall notify the entrepreneur of this within the cooling-off period by means of the model withdrawal form or in any other unequivocal manner.
2. As soon as possible, but within 14 days from the day following the notification referred to in paragraph 1, the consumer sends the product back, or hands it over to (an authorised representative of) the entrepreneur. This is not necessary if the entrepreneur has offered to collect the product himself. The consumer has observed the return period in any case if he returns the product before the reflection period has expired.
3. The consumer returns the product with all delivered accessories, if reasonably possible in original condition and packaging, and in accordance with the reasonable and clear instructions provided by the entrepreneur.
4. The risk and burden of proof for the correct and timely exercise of the right of withdrawal lies with the consumer.
5. The consumer bears the direct costs of returning the product. If the entrepreneur has not indicated that the consumer should bear these costs or if the entrepreneur indicates that he should bear these costs himself, the consumer does not have to bear the costs of returning the product.
6. If the consumer withdraws after having first explicitly requested that the performance of the service or the supply of gas, water or electricity that are not made ready for sale in a limited volume or certain quantity commences during the cooling-off period, the consumer owes the proprietor an amount that is in proportion to that part of the commitment that the proprietor has fulfilled at the time of withdrawal, compared to the full compliance with the commitment.
7. The consumer shall not bear any costs for the performance of services or the supply of water, gas or electricity, which are not made ready for sale in a limited volume or quantity, or for the supply of district heating, if:
    a. the entrepreneur has not provided the consumer with the information on the right of withdrawal, the reimbursement of costs in the event of withdrawal or the standard withdrawal form which is required by law; or
    b. the consumer has not explicitly requested the start of the performance of the service or the supply of gas, water, electricity or district heating during the reflection period.
8. The consumer shall not bear any costs for the full or partial supply of digital content not supplied on a tangible medium, if:
    a. he has not expressly agreed, prior to the delivery of the content, to the commencement of the performance of the contract before the end of the cooling-off period;
    b. he has not acknowledged the loss of his right of withdrawal in granting his consent; or
    c. the proprietor has failed to confirm this statement by the consumer.
9. If the consumer makes use of his right of withdrawal, all supplementary agreements will be dissolved by operation of law.

Article 9 - Obligations of the entrepreneur in case of withdrawal

1. If the entrepreneur makes the consumer's notification of withdrawal electronically possible, he will immediately send a confirmation of receipt after receipt of this notification.
2. The entrepreneur shall reimburse all payments made by the consumer, including any delivery costs charged by the entrepreneur for the returned product, without delay but

within 14 days following the day on which the consumer notifies him of the withdrawal. Unless the entrepreneur offers to pick up the product himself, he may wait to repay until he has received the product or until the consumer proves that he has returned the product, depending on which time is earlier.
3. The entrepreneur uses the same means of payment for reimbursement as the consumer has used, unless the consumer agrees to another method. The refund shall be free of charge for the consumer.
4. If the consumer has opted for a more expensive method of delivery than the cheapest standard delivery, the entrepreneur need not reimburse the additional costs for the more expensive method.

Article 10 - Exclusion of the right of withdrawal

The entrepreneur may exclude the following products and services from the right of withdrawal, but only if the entrepreneur has clearly stated this in the offer, at least in good time before concluding the contract:

1. Products or services for which the price is linked to fluctuations in the financial market which are beyond the entrepreneur's control and which may occur within the withdrawal period;
2. Contracts concluded during a public auction. A public auction is understood to mean a sales method in which products, digital content and/or services are offered by the entrepreneur to the consumer who is personally present or is given the opportunity to be personally present at the auction, under the supervision of an auctioneer, and in which the successful bidder is obliged to purchase the products, digital content and/or services;
3. Service agreements, after full performance of the service, but only if:
    a. the performance has started with the express prior consent of the consumer; and
    b. the consumer has declared that he loses his right of withdrawal as soon as the entrepreneur has fully performed the contract;
4. Package holidays as referred to in Section 7:500 of the Dutch Civil Code and passenger transport contracts;
5. Service agreements for the provision of accommodation, if the agreement provides for a specific date or period of execution and other than for residential purposes, goods transport, car rental services and catering;
6. Agreements with regard to leisure activities, if the agreement provides for a specific date or period of execution thereof;
7. Products made to the consumer's specifications, which are not prefabricated and which are manufactured on the basis of an individual choice or decision of the consumer, or which are clearly intended for a specific person;
8. Products which spoil quickly or have a limited shelf life;
9. Sealed products which are not suitable for return for reasons of health protection or hygiene and where the seal is broken after delivery;
10. Products which, by their nature, have been irrevocably mixed with other products after delivery;Â
11. Alcoholic beverages whose price was agreed upon when the agreement was concluded, but whose delivery can only take place after 30 days, and whose actual value depends on fluctuations in the market over which the proprietor has no influence;
12. Sealed audio, video recordings and computer software, the seal of which has been broken after delivery;
13. Newspapers, periodicals or magazines, with the exception of subscriptions to them;

14. The delivery of digital content other than on a material carrier, but only if:
    a. the performance has commenced with the express prior consent of the consumer; and
    b. the consumer has declared that by doing so he loses his right of withdrawal.

Article 11 - The price

1. During the period of validity stated in the offer, the prices of the products and/or services offered will not be increased, except for price changes as a result of changes in VAT rates.
2. Contrary to the previous paragraph, the entrepreneur may offer products or services whose prices are subject to fluctuations in the financial market and over which the entrepreneur has no control, at variable prices. These fluctuations and the fact that any prices mentioned are target prices are mentioned in the offer.
3. Price increases within 3 months after the conclusion of the contract are only permitted if they are the result of statutory regulations or provisions.
4. Price increases from 3 months after the conclusion of the contract are only permitted if the entrepreneur has stipulated this and:
    a. these are the result of statutory regulations or provisions; or
    b. the consumer has the authority to terminate the agreement with effect from the day on which the price increase takes effect.
5. The prices mentioned in the offer of products or services are inclusive of VAT.

Article 12 - Compliance with the agreement and additional guarantee

1. The entrepreneur guarantees that the products and / or services meet the contract, the specifications stated in the offer, the reasonable requirements of reliability and / or usefulness and the date of the conclusion of the agreement existing legal provisions and / or government regulations. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.
2. An additional guarantee provided by the entrepreneur, his supplier, manufacturer or importer never limits the legal rights and claims that the consumer can assert against the entrepreneur on the basis of the contract if the entrepreneur has failed in the fulfilment of his part of the contract.
3. An additional guarantee is understood to mean any obligation of the entrepreneur, his supplier, importer or producer in which he grants the consumer certain rights or claims that go beyond what he is legally obliged to do in case he has failed in the fulfilment of his part of the contract.

Article 13 - Delivery and execution

1. The entrepreneur will take the greatest possible care when receiving and in the execution of orders for products and in assessing applications for the provision of services.
2. The place of delivery is the address that the consumer has made known to the entrepreneur.
3. With due observance of the provisions of Article 4 of these General Terms and Conditions, the entrepreneur shall execute accepted orders expeditiously, but at the latest within 30 days, unless a different delivery period has been agreed. If the delivery is delayed, or if an order cannot or can only partially be carried out, the consumer will be informed of this within 30 days after he has placed the order. In that case, the consumer

has the right to dissolve the agreement free of charge and is entitled to any compensation.
4. After dissolution in accordance with the previous paragraph, the entrepreneur will immediately refund the amount paid by the consumer.
5. The risk of damage and/or loss of products rests with the entrepreneur up to the moment of delivery to the consumer or a representative designated in advance and announced to the entrepreneur, unless explicitly agreed otherwise.

Article 14 - Duration transactions: duration, termination and extension

Termination:

1. The consumer may terminate an open-ended contract that has been concluded for the regular supply of products (including electricity) or services at any time, subject to the agreed termination rules and a period of notice that does not exceed one month.
2. The consumer may at any time terminate a fixed-term contract that has been 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. The consumer may conclude the contracts referred to in the previous paragraphs:
    a. at all times and not be limited to termination at a certain time or in a certain period;
    b. at least terminate in the same way as they were entered into by him;
    c. always terminate with the same period of notice as the entrepreneur has stipulated for himself.

Extension:

4. A fixed-term contract that has been concluded for the regular delivery of products (including electricity) or services may not be tacitly extended or renewed for a fixed period.
5. Contrary to the previous paragraph, a fixed-term contract that has been concluded for the regular supply of daily or weekly newspapers or magazines may be tacitly prolonged for a fixed term that does not exceed three months, if the consumer terminates 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 extended tacitly for an indefinite period if the consumer has at all times the right to terminate, with a period of notice that does not exceed one month. The notice period is not longer than three months if the contract concerns the regular, but less than once a month, supply of daily, news and weekly newspapers and magazines.
7. A fixed-term contract for the regular supply of daily, news and weekly newspapers and magazines by way of introduction (trial or introductory subscription) will not be tacitly continued and will automatically terminate at the end of the trial or introductory period.

Duration:

8. If a contract has a duration of more than one year, after one year the consumer may

terminate the contract at any time with a notice of up to one month, unless reasonableness and fairness dictate that termination before the end of the agreed term is unacceptable.

Article 15 - Payment

1. Unless otherwise stipulated in the contract or additional conditions, the amounts owed by the consumer should be paid within 14 days after the start of the reflection period, or in the absence of a reflection period within 14 days after the conclusion of the contract. In case of an agreement to provide a service, this period commences on the day after the consumer has received the confirmation of the agreement.
2. When selling products to consumers, the consumer may never be obliged to pay more than 50% in advance in general terms and conditions. When advance payment has been agreed, the consumer can not assert any rights regarding the execution of the order or service (s), before the agreed advance payment has been made.
3. The consumer has the duty to report any inaccuracies in the payment details provided or stated to the entrepreneur without delay.
4. If the consumer does not meet his payment obligation(s) on time, he will owe statutory interest on the outstanding amount after the entrepreneur has informed him of the late payment and the entrepreneur has given the consumer a period of 14 days to still meet his payment obligations, after the failure to pay within this 14-day period, and the entrepreneur will be entitled to charge the extrajudicial collection costs incurred by him. These collection costs amount to a maximum of: 15% on outstanding amounts up to € 2.500,=; 10% on the following € 2.500,= and 5% on the following € 5.000,= with a minimum of € 40,=. The proprietor may deviate from these amounts and percentages for the benefit of the consumer.

Article 16 - Complaints procedure

1. The entrepreneur has a well-publicized complaints procedure and handles the complaint in accordance with this complaints procedure.
2. Complaints about the performance of the contract must be submitted to the entrepreneur in full and clearly described form within a reasonable period of time after the consumer has discovered the defects.
3. Complaints submitted to the entrepreneur will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the entrepreneur will reply within the period of 14 days, with an acknowledgement of receipt and an indication of when the consumer can expect a more detailed reply.
4. The consumer should give the entrepreneur at least 4 weeks to resolve the complaint by mutual agreement. After this period, a dispute arises that is subject to the dispute settlement procedure.

Article 17 - Disputes

Contracts between the contractor and the consumer to which these general conditions apply are governed exclusively by (The Netherlands) law.
Any disputes of any nature whatsoever which relate to or concern an agreement subject to these conditions will be submitted to the competent court in Rotterdam, unless Stam Bouwmachines opts for the court of the client's place of residence.
All agreements subject to these conditions are governed by Dutch (The Netherlands) law.

Article 18 - Additional or different provisions
Additional provisions or provisions deviating from these general terms and conditions may not be to the detriment of the consumer and must be recorded in writing or in such a way that the consumer can store them in an accessible manner on a durable data carrier.