

# VAULIE

## Terms & Conditions

Below you find the terms and conditions which apply on the products and services of Vaulie.

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Section 1 – Definitions: In these conditions apply: 1: Additional agreement: an agreement whereby the consumer products, digital contents and/or services acquired in connection with a distance contract and these goods, digital content and/or services provided by the entrepreneur or by a third party on the basis of an agreement between the third party and the entrepreneur; 2: Reflection period: the period (within) which the customer can exercise his right of withdrawal; 3: Consumer: the natural person who is acting for purposes relating to his trade, business, craft or profession; 4: Day: Calendar Day; 5: Digital content: data which are produced in digital form and delivered; 6: Duration agreement: an agreement that extends to the regular delivery of goods, services and/or digital content for a certain period; 7: Durable medium: any device - including e-mail - that enables the consumer or entrepreneur to store addressed information in such a way, that future consultation or use for an appropriate period for the purpose for which it was intended and which allows unchanged reproduction of the stored information; 8: Right of withdrawal: the possibility of the consumer to withdraw the "distance" agreement within the reflection period; 9: Entrepreneur: the natural person or corporation who offers products, digital content (access to) and/or services to customers over distance; 10: Distance contract: agreements which are concluded between the entrepreneur and customer within the framework of an organized system for (distance) sales, digital content and/or services, up to and including the conclusion of the contract with solely or partly use of one or more techniques for communication over distance; 11: Model form for withdrawal: the European model withdrawal form is to be found in Appendix 1 of these terms and conditions. The entrepreneur is not obliged to provide Appendix 1 when an order has no right of withdrawal; Technology for distance communication: means that can be used to conclude an agreement, without a necessity for the consumer and entrepreneur to meet in person.

Section 2 - Identity of the entrepreneur :Vaulie B.V. : The Netherlands | E-mail: info@vaulie.com | Website: www.vaulie.com

Section 3 - Pertinence : 1: These general conditions apply to every offer of the entrepreneur and any agreement reached at a distance between businesses and consumers. 2: Before the contract at a distance is concluded, the text of these general conditions will be made available to the consumer. If this is not reasonably possible, the entrepreneur will indicate how the general conditions can be consulted. On request, the general terms and conditions must be issued to the customer as soon as possible and free of charge. 3: If the contract is concluded electronically, notwithstanding the preceding paragraph and before the contract is concluded, the text of these general conditions are made electronically available to the consumer in such a way that the consumer can easily store it on a durable medium. If this is not reasonably possible, the general conditions shall be made available via the electronic way before the contract is concluded and, at the request of the consumer, electronically or otherwise will be sent free of charge.

Section 4 - The offer: 1: If an offer has a limited duration or is subject to conditions, this will be explicitly stated in the offer. 2: The offer contains a complete and accurate description of the offered products, digital content and/or services. The description is sufficiently detailed to allow a proper assessment of the offer by the consumer. If the entrepreneur uses images they are a truthful representation of the products, services and/or digital content. Obvious mistakes or errors in the offered products, services and/or digital content are not binding for the entrepreneur. 3: Each offer contains such information that it's clear to the consumer what rights and obligations are involved, before accepting the offer.

Section 5 - The agreement: 1: The agreement is subject to the provisions of paragraph 4, concluded at the time of the consumer accepts the offer and meet the corresponding conditions. 2: If the consumer has accepted the offer electronically, the entrepreneur will immediately acknowledge electronic receipt of acceptance of the offer. Until receipt of this acceptance has not been confirmed by the entrepreneur, the consumer may rescind the contract. 3: If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to protect the electronic transfer of data and he will ensure a secure web environment. If the consumer can pay electronically, the entrepreneur will take appropriate safety precautions. 4: The entrepreneur can - within boundaries of the law - inform about the consumer's ability to meet its payment obligations, and of all those facts and factors that are important to a sound conclusion of an agreement at distance. If the entrepreneur has good grounds after investigation, it is justified not to conclude the agreement, he is entitled to refuse an order or request or to attach special conditions to the implementation. 5: The entrepreneur will see to it that the following information is sent in writing to the customer before or upon delivery of the product, service or digital content. Or will be available in an accessible manner and able to be stored on a durable medium: a. the contact details where consumers can lodge complaints; b. the conditions under which and the manner in which the customer can execute the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal; c. the information regarding guarantees and existent service after purchase; d. the price including all taxes of the product, service or digital content; the delivery costs if applicable; and de method of payment, delivery or the execution of a distance agreement; e. the requirements for terminating the agreement if the agreement has a duration of more than one year or is indefinite; f. if the consumer has a right of withdrawal, the model withdrawal form. 6: In the event of an extended transaction, the provision in the previous paragraph only applies to the first delivery.

Section 6 - Right of withdrawal: 1: The consumer may rescind an agreement regarding the purchase of a product during a reflection period of 14 days without giving any reason. The entrepreneur may ask the consumer about the reason for withdrawal, but does not commit to stating his reason. 2: The period specified in paragraph 1 shall begin on the day after the consumer, or in advance by the consumer's designated third party, other than the carrier, has received the product, or: a. if the consumer ordered several products within the same order: the day on which the consumer or a third party designated by him, has received the final product. The entrepreneur may, provided that he has informed the consumer prior to the ordering process in a clear manner, refuse an order for multiple products with different delivery times; b. if the supply of a product consisting of multiple shipments or pieces: the day on which the consumer or a third party designated by him, has received the final shipment or the last product; c. contracts for regular delivery of goods during a certain period: the day on which the consumer or a third party designated by him, received the first product.

Section 7 - Obligations of the consumer during the reflection period: 1: During the reflection period the consumer will treat the product and packaging with great care. The premise here is that the consumer should only handle and inspect the product as he would be allowed to do in a regular shop. 2: The consumer shall only be liable for diminished value of the product which is the result of a way of dealing with the product beyond the permitted in paragraph 1. 3: The consumer is not liable for diminished value of the product if the entrepreneur did not issue, during or prior to the conclusion of the agreement, all information required by law about the right of withdrawal. 4: The consumer may not detach the return label from the product. Once the return label is removed, the right of return is voided.

Section 8 - Exercising the right of withdrawal by the consumer and costs thereof : 1: If the consumer exercises his right of withdrawal, he shall inform the entrepreneur within the reflection period using the model withdrawal form or 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 shall return the product, whether he hands it to (a representative of) the entrepreneur. This does not apply when the entrepreneur has offered to collect the product itself. The consumer has honoured the transmission period in any case, if he returns the product before the reflection period has expired. 3: The consumer returns the product with all 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 the burden of proof for the correct and timely exercise of the right of withdrawal is the responsibility of the consumer. 5: The consumer must bear the direct cost of returning the product. Risk of returning lies entirely with the consumer. In other words, among others: damage, disappearance, theft, incompleteness of the return shipment(s) is at the risk of the consumer. 6: If a consumer exercises his right of withdrawal, all supplementary agreements are legally dissolved.

Section 9 - Obligations of the entrepreneur in case of withdrawal 1: If the entrepreneur allows electronic notification of withdrawal by the consumer, it sends an acknowledgment immediately upon receipt of this notification. 2: The entrepreneur reimburses all payments the consumer made, immediately but within 14 days following the day on which the consumer notifies him of the withdrawal. Unless the entrepreneur offers to collect the product itself, he may wait to reimburse the payment until he has received the product or the consumer demonstrates that he has returned the product, whichever is soonest. 3: The entrepreneur selects his preferred payment method for reimbursing the payment. The reimbursing of payment is free of charge for consumers.

Section 10 - Exclusion right of withdrawal : The entrepreneur may exclude from the right of withdrawal products and services that are made in accordance with consumer specifications, that are not prefabricated and that are manufactured on the base of an individual choice or decision by the consumer.

Section 11 - The price : 1: During the period mentioned in the offer, prices of the products and / or services will not be increased, except for price changes due to changes in VAT-rates. 2: Notwithstanding the preceding paragraph, the entrepreneur can offer products or services, whose prices are subject to fluctuations in the financial market and where the entrepreneur has no control, at variable prices. These bounds to fluctuations and the fact that any prices are guidelines, will be clearly stated in the offer. 3: Increase of prices within 3 months after the conclusion of the contract are only allowed if they result from legislation or regulations. 4: Increase of prices within 3 months after the conclusion of the contract are only allowed if the entrepreneur has stipulated this, and: a. are a result from legislation or regulations; or b. the customer is authorized to terminate the contract with effect from the date the increase takes effect. 5: The mentioned prices of products or services include VAT.

Section 12 - Compliance and extended warranty: 1: The entrepreneur guarantees that the products and/or services meet the contract specifications stated in the offer, the reasonable requirements of reliability and/or usability and on the date of the conclusion of the agreement existing legal provisions and/or government regulations. 2: By the entrepreneur, its supplier, manufacturer or importer provided additional guarantee can never restrict legal rights and claims that consumers can file based on the contract with the entrepreneur, where the entrepreneur has failed to fulfil its part of the agreement. 3: Guarantee means: any contract by the entrepreneur, its supplier, importer or manufacturer that grants customers certain rights or claims, which are beyond what is required by law in case he failed to fulfil his part of the agreement. 4: Any defects or incorrectly delivered goods must be reported to the entrepreneur by E-mail within 2 days after delivery. Return of the goods must be in original packaging and in new condition. 5: The warranty of the entrepreneur meets the manufacturer's warranty period. However, the entrepreneur is never responsible for the ultimate suitability of the goods for each individual application by the customer, nor for any advice regarding the use or application of the products. 6: The warranty does not apply if: a. the consumer has repaired the products delivered and/or processed or repaired and/or modified by third parties; b. the products have been exposed to abnormal conditions or otherwise careless handling or contrary to the instructions of the entrepreneur and/or packages are processed; c. was defective in whole or in part the result of regulations that the government has made or will make regarding the nature or quality of the applied materials.

Section 13 - Delivery and execution : 1: The entrepreneur will take the greatest possible care when receiving and executing orders for products and when 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: Subject to what is stated in Article 4 of these terms and conditions, the entrepreneur will execute the accepted orders, but not later than 30 days, unless a different delivery period has been agreed. If delivery is delayed or if an order is

not or only partially carried out, the consumer shall be informed no later than 30 days after placing the order. In this case the consumer has the right to terminate the contract without penalty and is entitled to a possible compensation. 4: After dissolution in accordance with the preceding paragraph, the entrepreneur shall refund the amount paid by the consumer immediately. 5: The risk of damage and/or loss of products rests upon the entrepreneur up to the moment of delivery to the consumer, or a pre-designated representative by the entrepreneur, unless expressly agreed otherwise.

Section 14 - Payment : 1: To the extent not otherwise provided in the agreement or additional terms, the amounts owed by the consumer shall 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 agreement. In case of an agreement to provide a service, this period starts on the day after the consumer has received the confirmation of the agreement. 2: If payment is agreed, the consumer may not assert any rights regarding the execution of the order or service (s) before the advance payment has been made. 3: The consumer is obliged to report any inaccuracies in supplied or specific payment information to the entrepreneur immediately. 4: If the consumer is unable to meet its contractual payment(s), after he was notified by the entrepreneur on the late payment and the entrepreneur has been given a period of 14 days in which to comply with its payment obligations. The entrepreneur has the right, after non-payment within the 14-days period, to charge legal interest over the outstanding amount and is entitled to charge the extra extrajudicial collection costs incurred the customer. These collection costs exceed 15 percent of the outstanding amount to € 2,500; 10 percent on the next € 2,500 and 5 percent on the next € 5,000 with a minimum of € 40=.. The entrepreneur may let the customer benefit by changing these amounts and percentages.

Section 15 - Complaints : 1: The entrepreneur has a well-publicized complaint procedure and deals with complaints according this procedure. 2: Complaints about the execution of the agreement should take place promptly after the consumer has found the defects. Complaints shall be submitted to the entrepreneur in a clearly defined and complete manner. 3: The entrepreneur generally processes complaints within a period of 14 days from the date of receipt. If a complaint has a foreseeable longer processing time, the entrepreneur will reply with confirmation of receipt of the complaint and will indicate when the customer can expect a more detailed answer. 4: The consumer has to allow the entrepreneur at least four weeks to resolve the complaint by mutual agreement. After this period, a dispute has occurred and is subject to dispute resolution.

Section 16 - Disputes : 1: On agreements between the entrepreneur and the consumer of which these terms and conditions refer to, only Dutch law applies. 2: All disputes arising from contracts between the entrepreneur and the consumer or relating to ensuing or related obligations will be settled exclusively by the competent Dutch court. If the consumer lives in a country outside the European Union, then the entrepreneur can choose to bring a case before the court in the country of the consumer or before the International Chamber of Commerce. The latter procedure will take place in Amsterdam. The proceedings will be conducted and the judgment will be drafted in English.

Section 17 - Additional or different terms: Additional to these terms and conditions or these terms and conditions, may not be to the detriment of consumers and should be recorded in writing or in such a way that they can be stored by the consumer in an accessible manner on a durable medium.