

## **General terms and conditions of Afera, established in The Hague,**

Valid as per 1-1-2016

### **1. General**

1.1 These terms and conditions apply to all offers of Afera. The conditions are accessible to everyone and included on the website of Afera. On request we will send you a written copy.

1.2 By placing an order or by registering for an activity you acknowledge that you agree to the terms and conditions. Afera reserves the right to change its terms and / or conditions after the expiry of the term.

1.3 Unless agreed otherwise, the general or specific terms or conditions of third parties are not recognized by Afera.

1.4 Afera guarantees that the delivered product meets the contract and meets the specifications listed in the offer.

### **2. Delivery**

2.1 Delivery takes place while supplies last.

2.2 Under the rules of distance selling Afera will execute orders within 30 days. If this is not possible (because the ordered product is out of stock or no longer available), or there are other reasons for delay, or an order cannot or only partially be implemented, then the consumer receives within one month after placing the order, a message and in that case he is entitled to cancel the order without penalty.

2.3 The supply obligation of Afera, subject to proof, is satisfied once the order is offered once to the buyer. At delivery the report of the carrier, alleging refusal of acceptance, extends full proof of the offer being delivered.

2.4 All mentioned time displays on the website are indicative and are therefore not legally binding.

### **3. Prices**

3.1 Prices will not be increased within the duration of the offer, unless legal action is necessary or if the manufacturer increases price interim.

3.2 All prices on the site are subject to misprints. For the consequences of misprints no liability is accepted.

3.3 All prices on the site are in Euros and may exclude VAT. The VAT rate for activities depend on the location. Afera may be obliged to charge local VAT.

### **4. Viewing period / right of withdrawal**

4.1 If there is a consumer purchase, under the Act on Distance (Article 7: 5 BW), the buyer has the right to return (part of) the goods within a period of 14 days without giving a reason. This period begins when the ordered goods are delivered. If the customer after this period has not returned the delivered goods to Afera, the purchase is a fact. The customer is obliged, before proceeding to return, of a written notice to Afera within the period of 14 days after delivery. The customer must prove that the goods are returned on time, for example through a proof of mail delivery. Return of Goods must be in original packaging (including accessories and documentation) and in new condition. If the goods are used in, encumbered or damaged in any way, the right of withdrawal is invalid. With regard to what is stipulated in the preceding sentence, Afera must ensure a refund to the customer within 30 days after receipt of the return, the full purchase price including the shipping costs. The return of the goods delivered is the sole responsibility and risk of the buyer.

4.2 The right of resolution, as described in the preceding paragraph, covers only the goods and in no way relates to services such as event participation in the activities offered by Afera. On the latter services, where Afera only acts as an organizer c.q. agent, the terms and conditions of business will apply.

4.3 The right of withdrawal does not apply to:

- Registration to participate in activities organized by Afera (see the terms of the specific activity)
- Articles / products sent electronically (eg PDF files) or files that can be copied before being returned (such as USB sticks and CD-ROMs).

### **5. Data management**

5.1 If you place an order with Afera, your data will be included in the Afera customer database. Afera adheres to the Data Protection Act and will not provide your information to third parties. See our Privacy Policy.

5.2 Afera respects the privacy of the users of the website and ensures confidentiality of your personal information.

5.3 Afera sometimes makes use of a mailing list. Each mailing includes instructions to remove yourself from this list.

### **6. Warranty and conformity**

6.1 The operator guarantees that the products and / or services meet the contract specifications stated in the offer, the reasonable requirements of reliability and / or usability and the existing legislation on the date of the conclusion of the agreement and / or government regulations.

6.2 A guarantee scheme of the trader, manufacturer or importer does not affect the rights and claims that consumers in respect of a failure have, to fulfill the obligations of the entrepreneur towards the entrepreneur on the basis of the law and / or the contract.

6.3 The customer is obliged to check the delivered goods immediately upon receipt. Should the goods be delivered incorrectly, inadequate or incomplete, then the customer (before proceeding to return to Afera) has to report these defects immediately in writing to Afera. Any defects or faulty goods should and can be reported in writing up to 2 months after delivery by Afera. Return of Goods must be in original packaging (including accessories and documentation) and in new condition. Commissioning after detection of failure, damage occurring after detection of failure, encumbrance and / or resale after detection of failure, makes the right to claim and return expire.

6.4 If the customer complaints are found justified by Afera, Afera will take care of free replacement or the client will be provided with a compensation, provided that the liability of Afera and therefore the amount of compensation is limited to a maximum of the invoice amount of the relevant goods, or (at the discretion of Afera) to the maximum determined by the insurance of Afera. Any liability of Afera is excluded for any other form of damage, including additional compensation in any form whatsoever, compensation for indirect or consequential damages or damages for lost profits.

6.5 Afera is not liable for damage caused intentionally or equivalent deliberate recklessness of non-managerial staff.

6.6 This warranty does not apply if: A) and as long as the purchaser towards Afera is in default; B) the customer has parried the delivered goods themselves and / or processed or repaired / or modified by third parties. C) the delivered goods have been exposed to abnormal conditions or otherwise carelessly handled or treated contrary to the instructions of Afera and / or instructions on the packaging; D) were defective in whole or in part as result of regulations that the government has made or will make regarding the nature or quality of the materials used;

## **7. Special offers/Discount**

7.1 Offers are not binding unless otherwise stated in the offer.

7.2 Upon acceptance of an offer by the buyer, Afera reserves the right to revoke the right to the offer within 3 working days after receipt of such acceptance or to deviate.

7.3 Verbal agreements are only binding after an explicit and written acknowledgment by Afera.

7.4 Afera Offers do not apply automatically to future/extra orders.

7.5 Afera cannot be held to its offer if the customer should have understood that the offer contains an obvious mistake or error.

7.6 Additions, modifications and / or further agreements are effective only if agreed in writing.

## **8. Agreement**

8.1 An agreement between Afera and a customer can only exist after an order is assessed by Afera on feasibility.

8.2 Afera reserves the right, without giving reasons, to not accept orders, registration for activities or contracts or to only accept under the condition of cash on delivery or prepayment.

## **9. Images and specifications**

9.1 All images; photos, drawings etc .; e.g. information on weights, dimensions, colors, graphics, labels, etc. on the website of Afera are only approximate, are indicative and may not lead to damages or rescission of the contract.

## **10. Force majeure**

10.1 Afera is not liable if and when Afera cannot fulfill a contract due to force majeure.

10.2 Force majeure means any strange reason, and any circumstance, which ought, in all fairness, not to come for the risk of Afera. Delay or failure by our suppliers, disruptions in the Internet, disruptions in the electricity failures in e-mail traffic and disturbances or changes in any third party technology, transport problems, strikes, government measures, supply delay, negligence by suppliers and / or manufacturers of Afera as well as from individuals, disease, defects in appliance or shipment tools count explicitly as force majeure.

10.3 Afera reserves the right to suspend the right to its obligations in the event of force majeure and is also entitled to terminate the contract in whole or in part, or to claim that the content of the agreement is amended so that execution remains possible. In no event shall Afera be obliged to pay any penalty or damages.

10.4 If Afera has already partially fulfilled its obligations when the force majeure takes place, or only partially fulfilled its obligations, Afera is entitled to invoice the (partially) delivered goods and the customer is obliged to pay this invoice as if it were a separate contract. This does not apply if the already delivered c.q. deliverable has no independent value.

## **11. Liability**

11.1 Afera is not liable for damage to vehicles or other property caused by improper use of the products.

## **12. Retention**

12.1 Ownership of all goods sold and delivered to the customer by Afera remains with Afera until the customer has paid the claims of Afera under the agreement or prior subsequent similar agreements as long as the buyer has to carry out the work or has not met these or similar agreements and as long as the buyer's has not met Afera's claims due to failure in the performance of such obligations, including claims relating to penalties, interest and costs, all as mentioned in Article 3:92 BW.

12.2 The by Afera delivered goods falling under the retention may only be resold in case of normal business activities and must never be used as payment.

12.3 The customer is not entitled to pledge under the reservation of ownership or otherwise encumber.

12.4 The customer gives unconditional and irrevocable consent to Afera or an by Afera appointed third party, to visit all those sites and locations where its property is then located.

12.5 If third parties seize the wish to establish or assert goods delivered under retention or rights, the customer is obliged to inform Afera as soon as reasonably may be expected.

12.6 The customer is obliged to insure the goods delivered under retention and keep them insured against fire, explosion and water damage and theft and the policy of this insurance on first request for inspection to Afera.

## **13. Applicable law / jurisdiction**

13.1 All agreements are subject to Dutch law.

13.2 Disputes arising from an agreement between Afera and buyer, which cannot be solved by mutual agreement, will

be forwarded to the competent court within the district of The Hague unless Afera prefers the dispute is handled by the competent court at the residence of the purchaser, with the exception of those disputes that fall under the jurisdiction of a magistrate.