

## **Maximiliano's B.V.**

### **Terms and conditions**

MSS1204-EN

#### **1. The company**

These Terms and conditions are applicable on offers and agreements between Maximiliano's B.V. ('the company', registered at the Chamber of Commerce registration of The Hague under number 27189571) and its (potential) customers, unless expressly agreed otherwise.

#### **2. Intellectual property**

Without written permission it is not allowed to use the company's intellectual property such as designs, images, drawings, samples, molds and models.

#### **3. Ownership of goods sold**

The company remains the owner of the goods sold for as long as the customer has not completely paid the purchase price and any other amounts due to the company.

#### **4. Offers and agreements**

The company's offers and agreements give an accurate description of the offered goods/services, price, estimated delivery time, place of delivery and payment terms.

There is no agreement unless confirmed in writing by the company with an order confirmation and/or an invoice, and receipt of the (down) payment.

#### **5. Sales over distance: 14 days to return**

Goods sold over distance (through a web shop) can be returned to the company within 14 calendar days after receipt of goods against immediate and full repayment of the price paid, unless - if applicable - the seal of the product is broken. Delivered goods will be picked up by the company.

#### **6. Conformity and warranties**

The company guarantees that the delivered goods meet the agreed characteristics.

#### **7. Complaints**

Complaints relating to wholly or partially processed goods are not accepted.

Complaints relating to sealed products are not accepted after the seal is broken.

Complaints relating to quantities must be submitted within 4 days after delivery.

Other complaints should be clearly described and submitted within 4 weeks after delivery.

#### **8. Delivery**

In case the estimated delivery time is exceeded by the company, an extension of 30 days shall be granted. In the event that the extended time limit is exceeded, the customer has the right to terminate the agreement without charges against direct reimbursement of the amounts paid.

The company is not liable for damages in any form as a result of late delivery.

In case the delivery time is exceeded by the customer, an extension of 30 days shall be granted. After expiry of this term, the agreement shall be deemed to have been cancelled by the customer.

#### **9. Cancellation**

A customer who cancels an agreement related to custom made goods must pay the company 100% of the total purchase price.

In other cases a customer who cancels the agreement must pay to the company 30% of the total purchase price.

#### **10. Damage or loss during transportation**

The company bears the risk of damage and loss during transportation to the agreed place of delivery.

The customer must report instantly any observable damage or loss to the company.

The company is not liable for damage after delivery nor for any consequential damage in any form due to damage or loss during transportation.

#### **11. Payments**

In general payments must have been received by the company before or at delivery.

A customer who does not pay on time is considered to be in default without further notice.

After 14 days after the first notice, the company is authorized to start a collection procedure. The incurred collection costs and interests - with a minimum of 15% of the purchase - price are borne by the customer.

#### **12. Force majeure**

If the delivery is temporarily not feasible due to a reason that cannot be attributed to either party, the company is free from his obligations for that period.

If the delivery remains entirely or partially impossible, both parties shall make such efforts as reasonably required for the agreement to be performed in its entirety or in part at a later time.

#### **13. Liability**

The company is not responsible for damage resulting from advice given or causes that the company neither knew nor should have known.

#### **14. Applicable law**

All offers and agreements subject to these terms and conditions shall be governed by Netherlands law.

Disputes are initially subject to the discretion of the competent court in The Hague.