

## **GENERAL TERMS AND CONDITIONS OF ELDURAPI B.V. – CONSUMERS**

### **Article 1 – Applicability**

1. These General Terms and Conditions apply to any offer and to any distance contract concluded between EldurApi B.V. and the Consumer, including via the web shop [www.EldurApi.com](http://www.EldurApi.com).
2. Before the (distance) contract is concluded, the text of these General Terms and Conditions will be made available to the Consumer by electronic means in such a way that they can be easily stored by the Consumer. These General Terms and Conditions apply to all offers and contracts.
4. In the event that specific product or service terms and conditions apply in addition to these General Terms and Conditions, the specific terms and conditions shall prevail over these General Terms and Conditions. In the event of conflicting terms and conditions, EldurApi B.V. shall always be entitled to invoke the applicable provision that is most favourable to it.

### **Article 2 – Offers**

1. If an offer is of limited validity or is made subject to conditions, this shall be expressly stated in the offer.
2. Although the website of EldurApi B.V. was created with the greatest care, it may happen that characteristics of products (price, appearance, allergen declaration, product information, supplier information, alcohol percentage, volume) are not correctly displayed or depicted. In this case, the characteristics shown on the packaging of the product itself apply. The Consumer is not entitled to delivery based on incorrectly displayed information. Furthermore, changes in price and/or range and printing errors are reserved. EldurApi B.V. is not bound by obvious errors or mistakes in its offers.

### **Article 3 – The Contract**

1. The contract shall be concluded upon the Consumer's acceptance of the offer and their compliance with the Terms and Conditions thereof. If the Consumer has accepted the offer electronically, EldurApi B.V. shall immediately confirm receipt of acceptance of the offer electronically.
2. EldurApi B.V. may, within the limits of the law, obtain information on the Consumer's ability to fulfil the payment obligations, as well as on all those facts and factors relevant to the responsible conclusion of the distance contract. If, based on this analysis, EldurApi B.V. has sound reasons for not concluding the contract, it shall be entitled to refuse an order or request, stating its reasons, or to attach special terms and conditions to its execution.

### **Article 4 – Right of Withdrawal**

1. Should the Consumer decide, within 14 days of receiving the order, that they do not wish to have certain products after all, the Consumer may return the products to EldurApi B.V., giving reasons.
2. In the case of faulty or incorrectly delivered items, the Consumer may choose to be credited with the amount of the relevant item or have the product sent back. In the event of a breakage, the product shall only be credited or redelivered if the breakage is reported to EldurApi B.V. by the next working day following the day of delivery.
3. Return shipments will only be accepted if the original packaging and contents including the product label are undamaged.
4. During the cooling-off period, the Consumer will treat the product and its packaging with care. The starting point here is that the Consumer may only inspect the product as they would be allowed to do in a shop.

### **Article 5 – Instructions on Withdrawal**

1. If the Consumer exercises their right of withdrawal, they shall notify EldurApi B.V. of this within the cooling-off period.
2. The Consumer shall return the product or hand it over to EldurApi B.V. as soon as possible, but within 14 days from the day following the notification referred to in paragraph 1.
3. The Consumer shall return the product with all delivered accessories, in its original state and packaging, and in accordance with the reasonable and clear instructions provided by EldurApi B.V.
4. The risk and burden of proof of the correct and timely exercise of the right of withdrawal shall be borne by the Consumer.
5. The Consumer shall bear the direct costs of returning the product.

### **Article 6 – Exclusion of the Right of Withdrawal**

1. EldurApi B.V. excludes the following products from the right of withdrawal:
  - products which spoil quickly or have a limited lifespan;
  - products which have been manufactured according to specific wishes of the Consumer;
  - sealed products that are not suitable to be returned for reasons of health protection or hygiene and of which the seal has been broken after delivery;
  - products which are irrevocably mixed with other products after delivery due to their nature;
  - products of which the price was agreed upon at the conclusion of the contract but the delivery of which can only take place after 30 days and the actual value of which depends on fluctuations in the market over which EldurApi B.V. has no influence.

#### **Article 7 – Obligations of EldurApi B.V. in case of Withdrawal**

1. If the Consumer gives notice of withdrawal, EldurApi B.V. shall send an acknowledgement of receipt of such notice without delay.
2. EldurApi B.V. will use the same means of payment as the Consumer used for the refund unless the Consumer agrees to a different method. The refund will take place within 14 days after receipt of the return shipment.

#### **Article 8 – Price Changes**

1. During the validity period mentioned in the offer, the prices of the products and/or services offered will not be increased, except for price changes due to changes in VAT rates.
2. Notwithstanding the previous paragraph, EldurApi B.V. may offer products or services at variable prices, the prices of which are subject to fluctuations in the financial market that EldurApi B.V. cannot influence. Such fluctuations and the fact that any prices mentioned are recommended prices shall be stated at the time of the offer.
3. The prices mentioned in the quotation of products or services include VAT.

#### **Article 9 – Delivery**

1. EldurApi B.V. shall take the utmost care when receiving and executing product orders.
2. The place of delivery shall be the address provided by the Consumer to EldurApi B.V.
3. EldurApi B.V. shall process accepted orders with due diligence but within no more than 30 days unless a different delivery period has been agreed. If delivery is delayed, or if an order cannot be fulfilled in full or in part, the Consumer shall be informed of this within 30 days of placing the order. In that case, the Consumer has the right to dissolve the contract free of charge.
4. After dissolution in accordance with the previous paragraph, EldurApi B.V. shall refund the amount paid by the Consumer without delay.

#### **Article 10 – Force Majeure or Unforeseen Circumstances**

1. EldurApi B.V. shall be entitled to postpone delivery of the goods in the event of force majeure or unforeseen circumstances that make it impossible to execute current orders in time without any additional effort. In the event of force majeure or unforeseen circumstances, EldurApi B.V. shall be entitled to dissolve all or part of the contract without recourse to the courts and without compensation for damages. In the event of temporary suspension, EldurApi B.V. shall still be entitled to dissolve the contract in whole or in part after the expiry of the time limit.
2. The situations referred to in paragraph 1 shall include, but not be limited to extreme weather conditions, war, acts of war, riots, strikes, staff disputes, pandemics, unforeseen availability, unforeseen business disruptions, unforeseen price increases (of raw materials or energy), fire, explosion, flooding, sabotage, obstruction of import or export by governments or third parties, compliance with laws and regulations, or any other event beyond the reasonable control of EldurApi B.V.
3. If the Consumer can no longer reasonably expect EldurApi B.V. to deliver the goods due to force majeure, the Consumer shall be entitled to dissolve the contract (in writing) without recourse to the courts. EldurApi B.V. shall not compensate the Consumer for any loss suffered as a result of dissolution on grounds of force majeure.

#### **Article 11 – Payment**

1. Unless otherwise stipulated in the contract or additional terms and conditions, the amounts payable by the Consumer should be paid immediately upon ordering, but at the latest within 14 days after the start of the

cooling-off period, or in the absence of a cooling-off period within 14 days of the conclusion of the contract.

2. The Consumer has a duty to report any inaccuracies in payment details provided or stated to EldurApi B.V. without delay.
3. Should a Consumer fail to meet their payment obligation(s) on time, after being notified by EldurApi B.V. of the payment delay and after EldurApi B.V. has allowed the Consumer a period of 14 days to comply with their payment obligations, the Consumer shall owe statutory interest on the outstanding amount, and EldurApi B.V. shall be entitled to charge extrajudicial collection costs incurred by it. Such collection costs shall not exceed 15% on any outstanding amount up to EUR 2,500; 10% on any subsequent EUR 2,500; and 5% on any subsequent EUR 5,000, subject to a minimum of EUR 40.

#### **Article 12 – Intellectual Property**

1. All intellectual property rights relating to the website, including those concerning the software, texts, images and sounds, are owned by EldurApi B.V. and/or those from whom EldurApi B.V. has obtained a licence. This means, inter alia, that it is not permitted to publish, reproduce and/or edit the information contained in the website without the consent of EldurApi B.V., other than for personal use.

#### **Article 13 – Complaints Procedure**

1. Complaints about the execution of the contract must be submitted to EldurApi B.V. in full and in a clearly described format within a reasonable period after the Consumer has discovered the defects.
2. Complaints submitted to EldurApi B.V. shall be responded to within 14 days of the date of receipt. Should a complaint demand a foreseeably longer processing time, EldurApi B.V. shall reply within 14 days, confirming receipt and indicating when the Consumer can expect a more detailed reply.
3. The Consumer shall give EldurApi B.V. at least four weeks to resolve the complaint in mutual consultation. After this period, a dispute arises that is subject to the dispute settlement procedure.

#### **Article 15 – Warranty for Private Use**

1. EldurApi B.V. provides the Consumer with a warranty for specific products. The warranty terms and conditions are described in the manual of the product. This manual can also be consulted via [www.EldurApigrill.com](http://www.EldurApigrill.com).
2. The warranty shall only apply if the Consumer handles the EldurApi product with care by following all assembly instructions, user instructions and instructions for preventive maintenance as described in the accompanying user manual.
3. The warranty shall not apply in case of damage, wear, discoloration and/or rust for which EldurApi B.V. is not responsible and which is caused by:
  - Abuse, improper use, modification, alteration, vandalism, neglect, improper assembly or installation or failure to properly perform normal and routine maintenance;
  - Exposure to salty air and/or chlorine from, for example, swimming pools, whirlpool baths and thermal baths;
  - Severe weather events such as hail, hurricanes, earthquakes, tsunamis, flooding, tornadoes or severe storms.
4. EldurApi B.V. does not provide any warranty for:
  - parts subject to wear and tear such as (but not limited to) felt and gloves;
  - fine hairline cracks in the finish (glaze) of the EldurApi grill.

#### **Article 16 – Dispute Settlement**

1. Contracts between EldurApi B.V. and the Consumer under these General Terms and Conditions shall be exclusively governed by Dutch law, to the exclusion of the Vienna Sales Convention (CISG).
2. Disputes between the Consumer and EldurApi B.V. under these General Terms and Conditions, or the conclusion or execution of contracts, shall be submitted to the District Court of Zeeland–West Brabant in Middelburg.