

# General Terms and Conditions Stroopwafelijzers.com

Nettuno Standalone Food Systems operating under the name Stroopwafelijzers.com (hereinafter: Stroopwafelijzers.com) is registered with the Chamber of Commerce under number 08096209 and has its registered office in Deventer.

## Article 1 - Definitions

1. In these general terms and conditions, the following terms have the following meaning, unless explicitly stated otherwise:
2. **Offer:** Any written offer to the Buyer to deliver Products and/or Services by the Seller to which these terms and conditions are inseparably linked.
3. **Company:** The natural or legal person acting in the exercise of a profession or business.
4. **Consumer:** The natural person who does not act in the exercise of a profession or business.
5. **Buyer:** The Company or Consumer who enters into an Agreement (at a distance) with the Seller.
6. **Agreement:** The (distance) purchase agreement that extends to the sale and delivery of Products purchased by the Buyer from Stroopwafelijzers.com.
7. **Products:** The Products offered by Stroopwafelijzers.com are equipment for making waffles, poffertjes, crepes, cotton candy, chocolate fountains, popcorn and hot dogs, fun food, catering equipment, raw materials, dough and accessories.
8. **Seller:** The supplier of Products to the Buyer, hereinafter: Stroopwafelijzers.com.

## Article 2 - Applicability

1. These general terms and conditions apply to every Offer of Stroopwafelijzers.com and every Agreement between Stroopwafelijzers.com and a Buyer and to every Product and Services offered by Stroopwafelijzers.com.
2. Before an Agreement is concluded (at a distance), the Buyer will have access to these general terms and conditions. If this is not reasonably possible, Stroopwafelijzers.com will indicate to the Buyer how the Buyer can view the general terms and conditions, which in any case have been published on the Stroopwafelijzers.com website, so that the Buyer can easily store these general terms and conditions on a durable medium.

3. Deviation from these general terms and conditions is not possible. In exceptional situations, the general terms and conditions can be deviated from insofar as this has been explicitly agreed in writing with Stroopwafelijzers.com.
4. These general terms and conditions also apply to additional, amended and follow-up agreements with the Buyer. Any general and / or purchase conditions of the Buyer are explicitly rejected.
5. If one or more provisions of these general terms and conditions are partially or completely null and void or are nullified, the other provisions of these general terms and conditions will remain in force and the void / nullified provision (s) will be replaced by a provision with the same purport as the original provision.
6. Uncertainties about the content, explanation or situations that are not regulated in these general terms and conditions should be assessed and explained in the spirit of these general terms and conditions.
7. If reference is made to him/her in these general terms and conditions, this should also be understood as a reference to he/ him /her, if and insofar as applicable.

### **Article 3 - The Offer**

1. All offers made by Stroopwafelijzers.com are without obligation, unless explicitly stated otherwise in writing. If the Offer is limited or valid under specific conditions, this will be explicitly stated in the offer. An Offer only exists when it has been laid down in writing.
2. Stroopwafelijzers.com is only bound by the Offer if the acceptance thereof is confirmed in writing by the Buyer within 14 days, or if the Buyer has already paid the amount due. Nevertheless, Stroopwafelijzers.com has the right to refuse an Agreement with a potential Buyer for a valid reason for Stroopwafelijzers.com.
3. The Offer contains an accurate description of the offered Product with associated prices. The description is detailed in such a way that the Buyer is able to make a proper assessment of the Offer. Apparent mistakes or errors in the Offer cannot bind Stroopwafelijzers.com. Any images and specific data in the Offer are only an indication and cannot be a ground for any compensation or the dissolution of the Agreement (at a distance). Stroopwafelijzers.com cannot guarantee that the colors in the image exactly match the real colors of the Product.
4. Delivery times and delivery periods stated in Stroopwafelijzers.com's Offer are indicative and do not entitle the Buyer to dissolution or compensation if they are exceeded, unless explicitly agreed otherwise.
5. A composite quotation does not oblige Stroopwafelijzers.com to deliver part of the Goods included in the Offer at a part of the stated price.

6. If and insofar as there is an offer, this does not automatically apply to repeat orders and or agreements. Offers are only valid until stocks last, and according to the sold-out principle.

## **Article 4 - Establishment of the Agreement**

1. The Agreement is concluded at the moment that the Buyer has accepted an Offer from Stroopwafelijzers.com by paying for the relevant Product.
2. An Offer can be made by Stroopwafelijzers.com via the website.
3. If the Buyer has accepted the Offer by concluding an Agreement with Stroopwafelijzers.com, Stroopwafelijzers.com will confirm the Agreement with the Buyer in writing, at least by email.
4. If the acceptance deviates (on minor points) from the Offer, Stroopwafelijzers.com is not bound by it.
5. Stroopwafelijzers.com is not bound by an Offer if the Buyer could reasonably have expected or should have understood or should have understood that the Offer contains an obvious mistake or clerical error. The Buyer cannot derive any rights from this mistake or error.
6. The right of withdrawal applies to the Buyer established in the Netherlands. The buyer has the right to exercise its right of withdrawal within the legal term. If withdrawal applies, the Buyer will handle the Product and the packaging with care. It will only unpack or use the Product to the extent necessary to determine the nature, characteristics and functioning of the Product. The direct costs for returning the Product are for the account of the Buyer.
7. Products that cannot be taken back due to (hygienic reasons, customization, etc.) are excluded from the right of withdrawal. This is expressly stated in the Offer.

## **Article 5 - Execution of the Agreement**

1. Stroopwafelijzers.com will execute the Agreement to the best of its knowledge and ability.
2. If and insofar as required for the proper execution of the Agreement, Stroopwafelijzers.com has the right to have certain activities performed by third parties at its own discretion.
3. The Buyer shall ensure that all data, of which Stroopwafelijzers.com indicates that they are necessary or of which the Buyer should reasonably understand that they are necessary for the execution of the Agreement, are provided to Stroopwafelijzers.com in a timely manner. If the information required for the execution of the Agreement is not provided to Stroopwafelijzers.com in time, Stroopwafelijzers.com has the right to suspend the execution of the Agreement.
4. In the performance of the Agreement, Stroopwafelijzers.com is not obliged to follow the instructions of the Buyer if this changes the content or scope of the Agreement. If the instructions result in additional

work for Stroopwafelijzers.com, the Buyer is obliged to reimburse the additional or additional costs accordingly.

5. Before proceeding to implement the Agreement, Stroopwafelijzers.com may require security from the Buyer or full payment in advance.

6. Stroopwafelijzers.com is not liable for damage, of whatever nature, that has arisen because Stroopwafelijzers.com relied on incorrect and / or incomplete information provided by the Buyer, unless this inaccuracy or incompleteness was known to Stroopwafelijzers.com.

7. The Buyer indemnifies Stroopwafelijzers.com against any claims from third parties who suffer damage in connection with the performance of the Agreement and which are attributable to the Buyer.

## **Article 6 - Delivery**

1. If the commencement, progress or delivery or completion of the Agreement is delayed because, for example, the Buyer has not provided all requested information or has not provided all requested information on time, does not sufficiently cooperate, the (down) payment has not been received by Stroopwafelijzers.com on time, or if any delay arises due to other circumstances beyond Stroopwafelijzers.com's control, Stroopwafelijzers.com is entitled to a reasonable extension of the delivery or completion period. All agreed delivery terms are never strict deadlines. The buyer must give Stroopwafelijzers.com notice of default in writing and allow it a reasonable period in which to still be able to deliver the Products and/or Services. The buyer is not entitled to any compensation due to the delay that has arisen.

2. The Buyer, being a Company, is obliged to purchase the Products at the time when they are made available to it in accordance with the Agreement, even if they are offered to it earlier or later than agreed.

3. If the Buyer refuses to take delivery or is negligent in providing information or instructions that are necessary for the delivery, Stroopwafelijzers.com is entitled to store the Products at the expense and risk of the Buyer.

4. If the Products are delivered by Stroopwafelijzers.com or an external carrier, Stroopwafelijzers.com is entitled to charge any delivery costs, unless otherwise agreed in writing. These will then be invoiced separately unless explicitly agreed otherwise.

5. If Stroopwafelijzers.com requires information from the Buyer in the context of the performance of the Agreement, the delivery time will only commence after the Buyer has made all the information necessary for the performance available to Stroopwafelijzers.com.

6. If Stroopwafelijzers.com has stated a term for delivery, this is indicative. Longer delivery periods apply for deliveries outside the Netherlands.

7. Stroopwafelijzers.com is entitled to deliver the Products in parts, unless this has been deviated from by Agreement or the partial delivery has no independent value. Stroopwafelijzers.com is entitled to invoice the delivered goods separately.

8. Deliveries are only made if all invoices have been paid unless explicitly agreed otherwise. Stroopwafelijzers.com reserves the right to refuse delivery if there are well-founded fears of non-payment.

## **Article 7 - Packaging and transport**

1. Stroopwafelijzers.com undertakes towards the Buyer to properly package the Goods to be delivered and to secure them in such a way that they reach their destination in good condition during normal use.

2. Unless otherwise agreed in writing, all deliveries are made excluding sales tax (VAT), including packaging and packaging material.

3. Acceptance of Goods without any comments or remarks on the consignment note or receipt serves as proof that the packaging was in good condition at the time of delivery.

## **Article 8 - Investigation, complaints**

1. The buyer is obliged to inspect the delivered Product at the time of delivery, but in any case within 24 hours after receipt of the delivered goods, but only to that extent to unpack or remove the goods to the extent necessary to assess whether it retains the Product. In doing so, the Buyer must investigate whether the quality and quantity of the delivered goods correspond with the Agreement and whether the Products meet the requirements that apply to them in normal (trade) traffic.

2. The Buyer is obliged to investigate and inform himself in what way the Product is to be used and, in the event of personal use, to test the Product in accordance with the instructions for use.

Stroopwafelijzers.com accepts no liability for incorrect use of the Product by the Buyer.

3. Any visible defects or shortcomings must be reported in writing to Stroopwafelijzers.com after delivery at [info@stroopwafelijzers.com](mailto:info@stroopwafelijzers.com) Non-visible defects or shortcomings should be reported within 24 hours after discovery, but no later than 1 month after delivery. In the event of damage to the Product due to careless handling by the Buyer itself, the Buyer is liable for any loss in value of the Product.

4. If a complaint is made on time pursuant to the previous paragraph, the Buyer remains obliged to pay for the Goods purchased. If the Buyer wishes to return defective Goods, this will only take place with the prior written consent of Stroopwafelijzers.com in the manner indicated by Stroopwafelijzers.com.

5. If the Buyer, being a Consumer, uses his right of withdrawal, he will return the Product and all accessories, insofar as this is reasonably possible, in its original condition and packaging to Stroopwafelijzers.com, in accordance with the return instructions of Stroopwafelijzers.com. The direct costs for return shipments are for the account and risk of the Buyer.
6. Stroopwafelijzers.com is entitled to start an investigation into the authenticity and condition of the returned Products before a refund will be made.
7. The right of return does not apply to food.
8. Refunds to the Buyer will be processed as soon as possible, but the refund can take no later than 14 days after receipt of the Buyer's declaration of dissolution. Refunds will be made to the previously specified account number.
9. If the Buyer exercises its right to complain, the Buyer, being a Company, has no right to suspend its payment obligation nor to settle outstanding invoices.
10. In the absence of a complete delivery, and / or if one or more Products are missing, and this is due to Stroopwafelijzers.com, Stroopwafelijzers.com will send the missing Product (s) or cancel the remaining order after a request from the Buyer. The confirmation of receipt of the Products is leading. Any damage suffered by the Buyer as a result of the (deviating) scope of the delivery cannot be recovered from Stroopwafelijzers.com.

## **Article 9 - Prices**

1. During the validity period of the Offer, the prices of the Products being offered will not be increased, except in the event that there are changes in VAT rates.
2. The prices stated in the Offer are exclusive of VAT, unless expressly stated otherwise.
3. The prices as stated in the Offer are based on the cost factors applicable at the time of the conclusion of the Agreement, such as: the import and export duties, freight and unloading costs, insurance and any levies and taxes.
4. In the event of Products or raw materials of which there are price fluctuations on the financial market and on which Stroopwafelijzers.com has no influence, Stroopwafelijzers.com can offer these Products at variable prices. It is stated in the Offer that the prices are target prices and can fluctuate.

## **Article 10 - Payment and collection policy**

1. Payment must be made in advance in the currency in which the invoice is made via the indicated method.

2. The buyer cannot derive any rights or expectations from a previously issued budget, unless the parties have explicitly agreed otherwise.
3. The buyer must make a lump sum payment to the account number and details of Stroopwafelijzers.com made known to it. Parties can only agree on a different payment term after explicit and written permission from Stroopwafelijzers.com.
4. If a periodic payment obligation of the Buyer has been agreed, Stroopwafelijzers.com is entitled to adjust the applicable prices and rates in writing with due observance of a period of 3 months.
5. In the event of liquidation, bankruptcy, attachment or suspension of payment of the Buyer, Stroopwafelijzers.com's claims against the Buyer are immediately due and payable.
6. Stroopwafelijzers.com has the right to have the payments made by the Buyer go first of all to reduce the costs, then to reduce the interest due and finally to reduce the principal sum and the current interest. Stroopwafelijzers.com can, without being in default as a result, refuse an offer of payment if the Buyer designates a different order for the allocation. Stroopwafelijzers.com can refuse full repayment of the principal, if the outstanding and current interest as well as the costs are not also paid.
7. If the Buyer does not fulfill its payment obligation, and has not fulfilled its obligation within the specified payment term of 14 days, the Buyer is in default being a Company. The Buyer, being a Consumer, will first receive a written reminder with a term of 14 days after the date of the reminder to still meet the payment obligation, including a statement of the extrajudicial costs if the Consumer does not meet his obligations within that term, before they falls into default.
8. From the date that the Buyer is in default, Stroopwafelijzers.com will, without further notice of default, claim the statutory (commercial) interest from the first day of default until full payment and reimbursement of the extrajudicial costs in accordance with Article 6:96 BW, to be calculated according to the graduated scale from the decision on reimbursement for extrajudicial collection costs of 1 July 2012.
9. If Stroopwafelijzers.com has incurred more or higher costs that are reasonably necessary, these costs are eligible for reimbursement. The judicial and execution costs incurred are also at the expense of the Buyer.

## **Article 11 - Retention of title**

1. All Goods delivered by Stroopwafelijzers.com remain the property of Stroopwafelijzers.com until the Buyer has fulfilled all of the following obligations arising from all Agreements concluded with Stroopwafelijzers.com.
2. The Buyer is not entitled to pledge or encumber in any other way the Products subject to retention of title if ownership has not yet been transferred in full.

3. If third parties seize the Products delivered under retention of title or wish to establish or assert rights thereon, the Buyer is obliged to inform Stroopwafelijzers.com of this as soon as may reasonably be expected.

4. In the event that Stroopwafelijzers.com wishes to exercise its property rights indicated in this article, the Buyer gives unconditional and irrevocable permission and authorization to Stroopwafelijzers.com or third parties to be designated by Stroopwafelijzers.com to enter all those places where the properties of Stroopwafelijzers.com are located and to also take back those Products.

5. Stroopwafelijzers.com has the right to retain the Product (s) purchased by the Buyer if the Buyer has not yet (fully) fulfilled its payment obligations, despite an obligation to transfer or hand over Stroopwafelijzers.com. After the Buyer has still fulfilled its obligations, Stroopwafelijzers.com will make every effort to deliver the purchased Products to the Buyer as soon as possible, but no later than 20 working days.

6. Costs and other (consequential) damage as a result of retaining the purchased Products are at the expense and risk of the Buyer and will be reimbursed to Stroopwafelijzers.com by the Buyer upon first request.

## **Article 12 - Warranty**

1. Stroopwafelijzers.com guarantees that the Products comply with the Agreement, the specifications stated in the offer, usability and/or reliability and the legal rules/regulations at the time of the conclusion of the Agreement. This also applies if the goods to be delivered are intended for use abroad and the Buyer has explicitly notified Stroopwafelijzers.com of this use at the time of entering into the Agreement.

2. The manufacturer of the Products offers a warranty on the Products (usually for the duration of one (1) year), next to the legal warranty. If this is the case, reference is made to the conditions of the manufacturer with regard to this manufacturer's warranty.

## **Article 13 - Suspension and dissolution**

1. Stroopwafelijzers.com is authorized to suspend the fulfillment of the obligations or to dissolve the Agreement if the Buyer does not or not fully comply with the (payment) obligations under the Agreement.

2. In addition, Stroopwafelijzers.com is authorized to dissolve the Agreement existing between it and the Buyer, insofar as it has not yet been performed, without judicial intervention, if the Buyer does not comply in time or properly with the obligations arising for him from any Agreement concluded with Stroopwafelijzers.com arise.



3. Furthermore, Stroopwafelijzers.com is authorized to dissolve the Agreement or have it dissolved without prior notice of default if circumstances arise of such a nature that fulfillment of the Agreement is impossible or, according to standards of reasonableness and fairness, can no longer be required or if circumstances arise in some other way which are of such a nature that unaltered maintenance of the Agreement cannot reasonably be expected.
4. If the Agreement is dissolved, Stroopwafelijzers.com's claims against the Buyer are immediately due and payable. When Stroopwafelijzers.com suspends fulfillment of its obligations, it retains its rights under the law and Agreement.
5. Stroopwafelijzers.com always reserves the right to claim compensation.

## **Article 14 - Limitation of liability**

1. If the performance of the Agreement by Stroopwafelijzers.com leads to Stroopwafelijzers.com's liability towards the Buyer or third parties, that liability is limited to the costs charged by Stroopwafelijzers.com in connection with the Agreement, unless the damage has arisen due to intent or gross negligence. Stroopwafelijzers.com's liability is in any case limited to the maximum amount of damage paid out by the insurance company per event per year.
2. Stroopwafelijzers.com is not liable for consequential damage, indirect damage, loss of profit and / or loss, missed savings and damage as a result of the use of the delivered Products is excluded. A restriction applies to the Consumers in accordance with what is permitted under Article 7:24 paragraph 2 BW.
3. Stroopwafelijzers.com is not liable for and/or obliged to repair damage caused by the use of the Product. Stroopwafelijzers.com supplies strict maintenance and operating instructions that must be complied with by the Buyer. All damage to Products as a result of using it, is expressly excluded from liability (this includes traces of usage (fall) damage, light and water damage, theft, loss, etc.).
4. Stroopwafelijzers.com is not liable for damage that is or may be the result of any act or omission as a result of (incomplete and/or incorrect) information on the website(s) or linked websites.
5. Stroopwafelijzers.com is not responsible for errors and/or irregularities in the functionality of the website and is not liable for malfunctions or the unavailability of the website for whatever reason.
6. Stroopwafelijzers.com does not guarantee a correct and complete transmission of the content of and e-mail sent by/on behalf of Stroopwafelijzers.com, nor for the timely receipt thereof.
7. All claims of the Buyer due to shortcomings on the part of Stroopwafelijzers.com lapse if they are not reported in writing and with reasons to Stroopwafelijzers.com within one year after the Buyer was aware

or could reasonably have been aware of the facts on which it bases its claims. All claims of the Buyer shall in any case expire one year after the termination of the Agreement.

## **Article 15 - Force majeure**

1. Stroopwafelijzers.com is not liable if, as a result of a force majeure situation, it cannot fulfill its obligations under the Agreement, nor can it be held to comply with any obligation if it is prevented from doing so as a result of a circumstance, which is not due to its fault and cannot be accounted for by law, legal act or generally accepted standards.
2. Force majeure is in any case understood, but is not limited to what is understood in this respect in law and jurisprudence, (i) force majeure of suppliers of Stroopwafelijzers.com, (ii) failure to properly fulfill obligations of suppliers to which the Buyer has Stroopwafelijzers.com are prescribed or recommended, (iii) defectiveness of goods, equipment, software or materials of third parties, (iv) government measures, (v) power failure, (vi) failure of the internet, data network and telecommunications facilities (for example through: cybercrime and hacking), (vii) natural disasters, (viii) war and terrorist attacks, (ix) general transport problems, (x) strikes at the Stroopwafelijzers.com company and (xi) other situations that, in the opinion of Stroopwafelijzers.com outside its sphere of influence that temporarily or permanently impede the fulfillment of its obligations.
3. Stroopwafelijzers.com has the right to invoke force majeure if the circumstance that prevents (further) fulfillment occurs after Stroopwafelijzers.com should have fulfilled its obligation.
4. During the period that the force majeure continues, the parties can suspend the obligations under the Agreement. If this period lasts longer than three months, each of the parties is entitled to dissolve the Agreement, without any obligation to pay compensation to the other party.
5. Insofar as Stroopwafelijzers.com has in the meantime partially fulfilled or will be able to fulfill its obligations under the Agreement at the time of the commencement of force majeure, and independent value is attributed to the part fulfilled or to be fulfilled respectively, Stroopwafelijzers.com is entitled to fulfill or fulfill the already fulfilled respectively. come to be invoiced separately. The Buyer is obliged to pay this invoice as if it were a separate Agreement.

## **Article 16 - Transfer of risk**

The risk of loss or damage to the Products that are the subject of the Agreement transfers to the Buyer, being a Company at the moment the Goods leave Stroopwafelijzers.com's warehouse. For Consumers, the above risk will pass to the Buyer if the Products have been provided in the Buyer's control. This is the case if the Products have been delivered to the delivery address of the Buyer.

## **Article 17 - Privacy, data processing and security**

1. Stroopwafelijzers.com handles the (personal) data of the Buyer and visitors to the website (s) with care. If requested, Stroopwafelijzers.com will inform the person concerned about this.
2. If Stroopwafelijzers.com is required to provide information security on the basis of the Agreement, this security will meet the agreed specifications and a security level that, given the state of the art, the sensitivity of the data, and the associated costs, is not unreasonable.

## **Article 18 - Complaints**

1. If the Buyer is not satisfied with the Products of Stroopwafelijzers.com and / or has complaints about the (performance of the) Agreement, the Buyer is obliged to submit these complaints as soon as possible, but no later than 14 calendar days after the relevant cause that gives rise to the complaint resulted in reporting. Complaints can be reported via [info@stroopwafelijzers.com](mailto:info@stroopwafelijzers.com) with the subject "Complaint".
2. The complaint must be sufficiently substantiated and/or explained by the Buyer if Stroopwafelijzers.com is to be able to process the complaint.
3. Stroopwafelijzers.com will respond substantively to the complaint as soon as possible, but no later than 14 calendar days after receipt of the complaint.
4. The parties will try to find a solution together.

## **Article 19 - Applicable law**

1. The Dutch law applies to every Agreement between Stroopwafelijzers.com and the Buyer. The applicability of the (CISG) International Sale of Goods is expressly excluded.
2. In the event of an explanation of the content and scope of these general terms and conditions, the Dutch language is always decisive. Stroopwafelijzers.com has the right to unilaterally change these general terms and conditions.
3. All disputes arising from or in connection with the Agreement between Stroopwafelijzers.com and the Client will be settled by the competent Court of Overijssel (Zwolle, the Netherlands) unless mandatory provisions designate another competent court.

Deventer, November 25th, 2021
