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# TUBES PRODUCTION COMPANY B.V. GENERAL TERMS & CONDITIONS

## I. GENERAL

### ARTICLE 1. | DEFINITIONS

In these terms and conditions, the following terms, which also appear in the plural and/or singular, have the meanings given unless another meaning arises out of the nature or intention of the provisions.

1. Tubes Production Company: Tubes Production Company B.V., the user of these general terms and conditions, address Franciscusweg 14, 1216 SK Hilversum, registered in the commercial register under Chamber of Commerce number 62698990.
2. Co-contracting party: each person or legal entity with whom Tubes Production Company has entered, or aims to enter, into an agreement.
3. Consumer: the co-contracting party as referred to in the previous paragraph who is a person not acting in the exercise of a profession or business.
4. Contract: each agreement entered into between Tubes Production Company and the co-contracting party where Tubes Production Company is bound to sell and supply products in return for payment.
5. Products: an article or substance to be supplied to the co-contracting party by Tubes Production Company under the agreement, including, but not limited to, items for consumption packed in Tubes Production Company, which may or may not have been made available to Tubes Production Company by the co-contracting party.
6. Website: [www.tubes.nl](http://www.tubes.nl)
7. In writing: communication in writing, communication by e-mail or any other means of communication that can be considered as such in accordance with the current state of the art and views in society.

### ARTICLE 2. | GENERAL PROVISIONS

1. These general terms and conditions are applicable to every offer or proposal made by Tubes Production Company and every agreement entered into.
2. Any general terms and conditions of the co-contracting party, however described, are not applicable to the agreement, unless and insofar as they are expressly agreed to in writing prior to entering into the agreement. Should there be a conflict between the provisions of these general terms and conditions and the general terms and conditions of the co-contracting party, insofar as it has been expressly agreed that the general terms and conditions of the co-contracting party will also be applicable to the agreement, only the provisions of these general terms and conditions will apply.
3. The provisions in these general terms and conditions may only be deviated from if expressly agreed to in writing. If and insofar as that which has been expressly agreed in writing deviates from the provisions of these general terms and conditions, that which has been expressly agreed in writing by the parties will apply.
4. If one or more provisions of these general terms and conditions is found to be null and void, it shall not affect the validity of the other provisions. If such a situation should arise, the parties are obliged to enter into consultation with each other with the aim of agreeing a new provision to replace the provision that was found to be null and void. In so doing, the aim and intent of the original provision must be taken into account.
5. Tubes Production Company is a controller of personal data within the meaning of the General Data Protection Regulation (Regulation 2016/679 of the European Parliament and the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC) unless otherwise agreed in the Contract. Tubes Production Company processes personal data when there is a legitimate and specific purpose for doing so. The personal data are carefully handled and secured. Tubes Production Company does this in accordance with (privacy) legislation and regulations. The complete privacy statements, including the right of access to and correction of personal data, are available on Tubes Production Company's website.

### ARTICLE 3. | PROPOSAL AND MAKING AGREEMENTS

1. Unless expressly agreed otherwise within the context of a framework agreement, every offer and proposal made by Tubes Production Company is made without obligation, even if a period in which to accept the offer or proposal is stated. Tubes Production Company may withdraw a non-obligatory offer or proposal with immediate effect even after it has been accepted by the co-contracting party.
2. The co-contracting party may not derive any rights from an offer or proposal made by Tubes Production Company that is based on incorrect or incomplete information supplied by the co-contracting party.
3. The co-contracting party may not derive any rights from an offer or proposal made by Tubes Production Company that contains an apparent error or mistake.

4. An offer or proposal from Tubes Production Company is not automatically applicable to a subsequent agreement. Insofar as there have not been any amendments, these general terms and conditions are, however, applicable to subsequent agreements without Tubes Production Company being obliged to keep submitting these general terms and conditions to the co-contracting party
5. A combined quotation shall never oblige Tubes Production Company to fulfil a part of the offer or proposal for a corresponding proportion of the quoted price.
6. Every agreement is entered into by means of offer and acceptance subject to the provisions of paragraph 1. If the acceptance by the co-contracting party deviates from Tubes Production Company' offer, the agreement will not be in accordance with this deviating acceptance unless Tubes Production Company states otherwise. An order placed by electronic means, such as an e-mail or by means of the webshop, only establishes the agreement at the moment that the order is confirmed with the co-contracting party by Tubes Production Company by electronic means.
7. As part of a transaction, Tubes Production Company may investigate Co contracting party's credit history. Tubes Production Company reserves the right to cancel and terminate this Purchase Order if it reasonably believes that it could be insecure with respect to any payments made by Co contracting party prior to delivery of the Goods or performance of the Services.
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#### **ARTICLE 4. | CO-CONTRACTING PARTY'S OBLIGATIONS AND CUSTOMISED ORDERS.**

1. Where, in particular but not exclusively, product packaging is made to any degree to the specifications of the co-contracting party (hereafter: customised orders), the co-contracting party will guarantee that it will provide Tubes Production Company with, or make available to Tubes Production Company, all matters (including any items for consumption to be supplied by the co-contracting party) and information (including any logos to be supplied by the co-contracting party) that can be reasonably considered as relevant for the fulfilment of the agreement, within a reasonable period, in full and, if applicable, in a way prescribed by Tubes Production Company.
2. Any specifications from the co-contracting party that Tubes Production Company requires for fulfilling the order must be provided by the co-contracting party by e-mail. Logos to be printed on Tubes Production Company must be provided by e-mail by the co-contracting party in .eps files. Delivery of the items for consumption to be packaged in Tubes Production Company is at the risk and expense of the co-contracting party.
3. Customised orders are based on the specifications confirmed by the co-contracting party. The co-contracting party guarantees the accuracy of the specifications supplied and, where applicable, the suitability of the items to be consumed supplied by the co-contracting party to be packaged in Tubes Production Company. In this respect, the co-contracting party indemnifies Tubes Production Company against all claims made by third parties.
4. The co-contracting party guarantees that the information supplied by it for the fulfilment of the agreement, including trademarks, logos and the like, do not breach the (intellectual property) rights of third parties. By supplying the information referred to here, the co-contracting party declares that it has the right to allow Tubes Production Company to process it to fulfil the order. In this respect, the co-contracting party indemnifies Tubes Production Company against all claims made by third parties.
5. Differences between, on the one hand, the specifications confirmed by the co-contracting party and, on the other hand, that which is actually produced and supplied, may not give rise to complaints, compensation, suspension or termination of the agreement or damages or any other form of compensation if they are insignificant. Taking all circumstances into account, differences that are not reasonably onerous for the co-contracting party or do not have an effect for the co-contracting party on the practical value of that which has been delivered, shall be considered as insignificant differences.
6. Unless otherwise agreed in writing, the co-contracting party is permitted to cancel orders with due observance of the following. No costs if the written notice of cancellation is received at least 2 working days after the order has been placed and if the cancellation is more than 21 working days prior to the shipment of the order; 50% of the costs if the notice of cancellation is received 3 to 7 working days after the order has been placed and if the cancellation is more than 21 working days prior to the shipment of the order; the total costs if the notice of cancellation is received 21 working days prior to the shipment of the order.

#### **ARTICLE 5. | TOLERANCES**

1. In addition to the provisions in article 4.5, the characteristics stated and/or depicted by Tubes Production Company in the offer, proposal, webstore or otherwise of products to be supplied may deviate to an insignificant degree from that which is actually supplied. All deviations in the characteristics of the products that the co-contracting party should reasonably be expected to tolerate, such as small differences in colour and dimensions, are considered as insignificant. The presence of insignificant deviations does not represent grounds for the co-contracting party to make any complaint, to suspend any of its obligations arising out of the agreement, to terminate the agreement nor to claim damages or any other form of compensation.

2. Wine, spirits and cocktails remain a natural product and Tubes Production Company must always be given the opportunity to replace a product free of charge when demonstrable and proven loss of quality.

#### **ARTICLE 6. | DELIVERY OF THE PRODUCTS**

1. Products will be delivered at the agreed place and in the agreed way in accordance with any Incoterm expressly agreed between the parties, where the last valid version of the Incoterms determines the interpretation of the relevant terms and conditions of delivery. Unless expressly agreed otherwise, webstore orders will be delivered to the address supplied by the co-contracting party.
2. Irrespective of the agreed Incoterm, where there is a consumer purchase, the risk of loss or damage of products will always only pass to the consumer at the moment that the products are received by, or on behalf of, the consumer.
3. Where Tubes Production Company is responsible for the transportation of the consignment, the invoice address will be treated as the delivery address if the delivery address has not been stated by the co-contracting party.
4. Tubes Production Company reserves the right to make part deliveries of orders unless this cannot reasonably be demanded of the co-contracting party. Where part deliveries of orders are made, the cooling off period for the consumer, in connection with the right to terminate a sales contract, as intended in article 19 and later, only begins at the moment the delivery of the last consignment of the order is received by, or on behalf of, the consumer.
5. If the period for delivery is exceeded by Tubes Production Company, it does not in any circumstances give the co-contracting party the right to refuse to receive the products to be delivered or to refuse to pay to Tubes Production Company the amounts due under the agreement. If Tubes Production Company incurs additional expenses which it would not otherwise have incurred if the products had been accepted at the time of delivery as envisaged, and these circumstances can be attributed to the co-contracting party, these expenses will be charged to the co-contracting party. These expenses may include, but are not limited to, any additional costs in connection with several attempts to make delivery or reasonable costs calculated by Tubes Production Company for storage of the products. If Tubes Production Company does not meet its delivery due to force majeure, it should inform co-contracting party in this matter.
6. The co-contracting party will take care of the timely provision of information regarding invoicing, including any specific payment features such as purchase order numbers (PO numbers) and/or cost center(s), in such a way that the delivery of products is not delayed. Tubes Production Company can only start production if this information is available or when Tubes Production Company is accepted as supplier in supplier systems. The co-contracting party will take care of the timely provision of the agreed specifications in such a way that the delivery of products is not delayed.
7. Notwithstanding any contrary language in Co-contracting party's purchase order, each purchase order shall be subject to acceptance by an authorized employee of Tubes Production Company and each transaction shall be governed exclusively by these Terms and Conditions of Sale ("Contract"), except if any specific terms have been expressly and mutually agreed by the parties and confirmed in Seller's sale order acknowledgment of each Purchase Order. Such acceptance is expressly limited to these Terms and Conditions of Sale, and any additional or different terms proposed by Buyer are automatically rejected unless expressly agreed to in writing by Tubes Production Company. No contract shall exist except as hereinabove provided.

#### **ARTICLE 7. | DELIVERY PERIODS**

1. Tubes Production Company makes every effort to meet the lead times and/or delivery periods it has committed itself to with the co-contracting party. These periods are only indicative, not strict deadlines, however. Tubes Production Company cannot be considered to be in default before the co-contracting party has given notice in writing that Tubes Production Company is in default and that notice contains a reasonable period in which to replace or recover the default and that Tubes Production Company is still in default after that period has elapsed.
2. Should Tubes Production Company depend on information to be provided by the co-contracting party to fulfil the agreement, the lead times and delivery periods as referred to in the previous paragraph will not begin until Tubes Production Company has received this information.

#### **ARTICLE 8. | INSPECTION AND COMPLAINTS**

1. The co-contracting party must examine on delivery, or immediately afterwards, whether the nature and quantity of the products correspond with the agreement. If, in the opinion of the co-contracting party, the nature and/or amount of the products do not correspond with the agreement, they must report this to Tubes Production Company at the moment of delivery or immediately afterwards, provided with the exact specifications, including pictures, batch code, packaging
2. If there are defects that could not reasonably have been seen or known at the time of delivery, the co-contracting party must report them to Tubes Production Company in writing within seven days of becoming aware of the existence of the defects, or within seven days of when it could reasonably have become aware of the defects.
3. If the co-contracting party does not make its complaint within seven days of delivery, the complaint does not give rise to any obligation of Tubes Production Company towards the co-contracting party whatsoever.

4. Even if the co-contracting party does make its complaint on time, it is still obliged to pay Tubes Production Company on time.
5. The provisions of this article do not affect the compulsory statutory rights of the consumer, which also means that the right to initiate proceedings or defence in connection with the existence of a defect with regard to a consumer purchase expires if a defect is not reported to Tubes Production Company by the consumer within two months of its discovery.

#### **ARTICLE 9. | CONFORMANCE**

1. Tubes Production Company guarantees that the products correspond with the agreement and therefore possess the characteristics necessary for normal use. Any guarantee provided by Tubes Production Company, a manufacturer or importer does not affect the compulsory statutory rights and claims which consumers can have or make in respect of Tubes Production Company.
2. Product defects as a consequence of an external cause or as a consequence of other circumstances which cannot be attributed to Tubes Production Company do not constitute grounds for complaints or claims against the guarantee or for non-conformity. This includes, but is not limited to, defects as a result of damage, incorrect or improper treatment or use that contradicts any instructions from Tubes Production Company.
3. The co-contracting party, that is not a consumer, has no right of return of the products. Without prejudice to the provisions of article 19, products may only be returned on the grounds of a shortcoming by Tubes Production Company. If there is such a shortcoming and the co-contracting party has submitted a complaint to Tubes Production Company on time in accordance with article 8, Tubes Production Company will either repair the defect, replace the products or refund the purchase price of the products in question as soon as Tubes Production Company deems possible. The co-contracting party shall not be able to claim any additional damages from Tubes Production Company on the grounds of a shortcoming.

#### **ARTICLE 10. | SPECIAL PROVISIONS FOR RESELLERS**

1. If the products to be supplied by Tubes Production Company are intended by the co-contracting party for resale, that resale by the co-contracting party is at its own risk and expense.
2. Any co-operation between the reseller and Tubes Production Company is never exclusive unless expressly stated otherwise. Tubes Production Company has the right to appoint several resellers without geographical limitation.
3. Tubes Production Company guarantees the co-contracting party a constant, agreed quality of the supplied products. The co-contracting party that operates as reseller of the products is itself responsible for fulfilling its statutory obligations towards its end consumers, such as in respect of the statutory vendor's guarantee for consumers.

#### **ARTICLE 11. | FORCE MAJEURE**

1. Tubes Production Company is not obliged to fulfil any obligation in the agreement if and insofar it is hindered by circumstances for which it cannot be considered responsible according to the law, legal act or generally accepted standards.
2. If the force majeure means that it is permanently impossible to fulfil the agreement, the parties have the right to terminate the agreement with immediate effect.
3. If at the start of the force majeure Tubes Production Company has partially fulfilled its supply obligations, or is only able to fulfil those obligations in part, it has the right to charge for the part that has already been, or will be, supplied.
4. Without prejudice to the provisions of the previous paragraph, damage or loss as a consequence of force majeure will not be considered for compensation.

#### **ARTICLE 12. | SUSPENSION AND TERMINATION**

1. Tubes Production Company has the right to suspend or partially or completely terminate the agreement with immediate effect if the circumstances justify it if and insofar as the co-contracting party does not completely fulfil its obligations under the agreement on time or if, after entering into the agreement, Tubes Production Company becomes aware of circumstances that provide good grounds to fear that the co-contracting party will not be able to fulfil its obligations. If the fulfilment of the co-contracting party's obligations in which they fall short or threaten to fall short is not permanently impossible, the right to terminate the agreement only arises if the co-contracting party is notified in writing by Tubes Production Company that they are in default and a reasonable period has been stated in which the co-contracting party must fulfil its obligations and that period has elapsed without those obligations being fulfilled.
2. If the co-contracting party is in a state of bankruptcy, has applied for a moratorium or temporary moratorium of payment, the Debt Management Act [Wet Schuldsanering Natuurlijke Personen] has been applied, any goods have been seized or are subject to distraint or attachment, or if the co-contracting party cannot freely dispose of its capital, Tubes Production Company has the right to terminate the agreement with immediate effect unless the co-contracting party has furnished adequate security.
3. Unless the law prevents it, Tubes Production Company also has the right to terminate the agreement if circumstances arise of such a nature that the agreement cannot be fulfilled or if it is not within reason to demand its maintenance without amendment.

4. The co-contracting party cannot claim any form of compensation in respect of a right of suspension or termination exercised by Tubes Production Company on the grounds of this article, provided that if the circumstances that led to the termination of the agreement reasonably ought to be at Tubes Production Company' own risk, the co-contracting party can only claim at most a refund or cancellation of the price in proportion to the consequences of the termination of the part of the agreement that had not yet been supplied.
5. Insofar as it can be attributed to it, the co-contracting party is obliged to compensate Tubes Production Company for the consequences of the suspension or termination of the agreement.
6. If Tubes Production Company terminates the agreement on the grounds of this article, all other claims become immediately due and payable.

#### **ARTICLE 13. | PRICES, COSTS AND PAYMENTS**

1. Unless expressly stated otherwise by Tubes Production Company, all prices stated by Tubes Production Company are exclusive VAT, with the proviso that an offer or proposal aimed at consumers (also) states prices that are inclusive of VAT. Unless expressly agreed otherwise, postage and packaging will be charged to the co-contracting party if products are delivered, with the proviso that webstore orders with a value of more than €30 (including VAT) will always be sent to consumers postage paid.
2. Before an agreement is entered into with a consumer, the total price will be stated including VAT and any additional costs including any postage and packing charges. Costs for customized orders or tailored packaging are excluded from prices offered, and will be quoted separately.
3. Unless expressly agreed otherwise, Tubes Production Company has the right to claim a full or partial advance of the amount due from the co-contracting party, which is in any case always applicable to orders with an invoice value of €5000 (excluding VAT) or more. In the latter case, an advance of 50% of the invoice value must be paid.
4. In the case of a consumer purchase, Tubes Production Company will never oblige the consumer to pay more than 50% of the sales price in advance. Payment on delivery will not be regarded as advance payment.
5. If the co-contracting party is in default on any of its payment obligations towards Tubes Production Company, Tubes Production Company will not be obliged to continue to fulfil the agreement.
6. Payment must be made in the way or ways indicated by Tubes Production Company. Without prejudice to paragraph 3, payment by bank transfer must take place within 14 net days of the invoice date in the way prescribed by Tubes Production Company on the invoice.
7. Tubes Production Company has the right to invoice the co-contracting party exclusively by e-mail.
8. In the event of failure to pay, the co-contracting party will be in default by operation of the law. From the day that the co-contracting party is in default, it will be liable to 2% interest on the outstanding amount per month, of which a part of the month will be deemed a full month. If the co-contracting party is a consumer, statutory interest will apply and not the contractual interest referred to in the previous sentence.
9. All reasonable costs, such as court, extrajudicial and enforcement costs, incurred in obtaining the amounts due to Tubes Production Company from the co-contracting party, will be charged to the co-contracting party.
10. In respect of the payment default of a consumer, Tubes Production Company will not charge him/her with extra costs before he/she has been sent a demand with at least 14 days to make full payment and that payment has still not been made.

#### **ARTICLE 14. | LIABILITY AND INDEMNITY**

1. With the exception of intent and wilful recklessness by Tubes Production Company and the provisions of articles 8 and 9, Tubes Production Company is not liable for defects to the supplied products after delivery.
2. Tubes Production Company cannot be liable for consequential loss or damage including loss of profits, other losses and damages as a consequence of business stagnation. Without prejudice to the provisions in the rest of these general terms and conditions and, in particular, the provisions of paragraph 4 of this article, Tubes Production Company can only be held liable for direct loss or damage to the co-contracting party. Direct loss or damage is understood to mean exclusively:
  - the reasonable costs of ascertaining the cause and extent of the damage or loss insofar as the finding relates to damage or loss that can be considered for compensation in the sense of these general terms and conditions;
  - any reasonable costs incurred in order to ensure that Tubes Production Company' defective performance is improved to correspond with the agreement, insofar that this can be attributed to Tubes Production Company;
  - reasonable costs incurred to avoid or limit damage insofar the co-contracting party can demonstrate that these costs have led to the limitation of direct loss or damage in the sense of these general terms and conditions.
3. Should Tubes Production Company be liable for any loss or damage, it always has the right to repair this loss or damage where possible. The co-contracting party must allow Tubes Production Company the opportunity to do so otherwise any liability of Tubes Production Company lapses.
4. Tubes Production Company' liability is limited to no more than the invoice value of the agreement, or at any rate, that part of the agreement that relates to Tubes Production Company' liability. Despite the provisions of the rest of these general terms

and conditions, if the damage or loss for which Tubes Production Company may be liable is excessive, it will be limited to no more than the amount that would actually be paid out in that case under Tubes Production Company' liability insurance, in addition to any excess that is applicable to Tubes Production Company under the insurance.

5. The period of limitation for all legal claims and defences in respect of Tubes Production Company is one year. In contrast with the previous sentence, claims and defences in respect of a consumer based on facts that could justify that the consumer purchase did not correspond with the agreement have a period of limitation of two years.
6. The co-contracting party indemnifies Tubes Production Company from any claims from third parties who suffer loss or damage in connection with the fulfilment of the agreement but where the cause can be attributed to a party or parties other than Tubes Production Company.
7. In the case of a consumer purchase, the limitations of this article do not extend further than is permitted under section 7:24 paragraph 2 of the Dutch Civil Code.
8. The limitations of liability in these general terms and conditions do not apply if the loss or damage is as a consequence of intent or wilful recklessness on the part of Tubes Production Company.

#### **ARTICLE 15. | RETENTION OF TITLE AND POSSESSORY LIEN**

1. All of the products supplied to the co-contracting party remain the property of Tubes Production Company until the co-contracting party has satisfied all of its payment obligations under the agreement.
2. Insofar as it is considered acceptable within the context of the normal conduct of business, the co-contracting party is forbidden to sell, pledge or otherwise encumber products on which title is retained.
3. The co-contracting party is obliged to store the supplied products on which title is retained with the necessary care and as recognisable property of Tubes Production Company.
4. If products are sold and/or supplied to third parties by the co-contracting party in the course of its normal business or in contravention of the provisions of this article, the purchase price will become immediately due and payable.
5. If third parties subject the products on which Tubes Production Company retains title to seizure, distraint or attachment, or wish to establish or exercise rights on such, the co-contracting party is obliged to inform Tubes Production Company as quickly as possible.
6. The co-contracting party gives Tubes Production Company or parties appointed by Tubes Production Company unconditional permission to enter all those places where there are products on which title is retained. The co-contracting party must provide Tubes Production Company with all information at the first request in order for it to exercise its rights of ownership, subject to an immediately payable fine of €500 per day that the co-contracting party is in default, without Tubes Production Company having to give notice of default to the co-contracting party. All reasonable costs incurred in connection with the exercising of Tubes Production Company' rights of ownership will be charged to the co-contracting party.
7. If the co-contracting party has fulfilled its obligations after the products have been supplied by Tubes Production Company, the retention of title can be revived in respect of these products if the co-contracting party fails to fulfil its obligations under an agreement entered into later.
8. Tubes Production Company has the right to retain any goods of the co-contracting party that it might have in its possession in order to satisfy all payable claims that Tubes Production Company has against the co-contracting party.

#### **ARTICLE 16. | GENERAL COMPLAINT POLICY**

1. Without prejudice to the provisions of article 8, complaints in respect of the fulfilment of the agreement must be fully and clearly described in writing and submitted to Tubes Production Company within a reasonable period of the co-contracting party ascertaining the defects.
2. Complaints submitted to Tubes Production Company are answered within fourteen days of receipt. If a complaint demands a longer period of time, a confirmation of receipt is sent within the fourteen days with an indication of when the co-contracting party can expect a more comprehensive reply.
3. If the complaint, in the context of a distance contract as meant in article 18.1, cannot be resolved in mutual consultation, the consumer can submit the dispute to the dispute committee via the ODR platform ([ec.europa.eu/consumers/odr/](https://ec.europa.eu/consumers/odr/)).

#### **ARTICLE 17. | GENERAL FINAL PROVISIONS**

1. Every agreement and all legal relationships arising out of them are exclusively subject to Dutch law.
2. Parties will not apply for judicial intervention before having tried their best to resolve the dispute in mutual consultation.
3. Insofar as the law does not determine otherwise, only a competent court of the district in which Tubes Production Company has its place of business may decide any legal disputes.
4. If these general terms and conditions are available in more than one language, only the Dutch version is decisive for the explanation of the stipulations contained within it.

## II. SPECIAL PROVISIONS FOR DISTANCE CONTRACTS

The provisions of this second chapter are specifically and exclusively applicable to so-called 'distance contracts' without prejudice to the provisions in the general part of these general terms and conditions (articles 1 to 17). If any of the provisions of the general part of the general terms and conditions conflict with the provisions of this second chapter, the provisions of this second chapter will prevail.

### ARTICLE 18. | DEFINITIONS

In this second chapter, the following terms have the meanings given.

1. Distance contract: the agreement as referred to in article 1.4 that is entered into between Tubes Production Company and consumer within the context of an organised system for distance selling without the simultaneous personal presence of Tubes Production Company and the consumer and where exclusive use is made of one or more means of distance communication up to the moment the agreement is entered into, as is the case with a consumer purchase that arises by means of the webstore. An agreement is therefore not a distance contract if Tubes Production Company does not use an organised system for sales, for example, in the case of a consumer who looks up Tubes Production Company' contact details on the internet or in a telephone book and places an order via the telephone.
2. Right of termination: the opportunity offered to the consumer by law to terminate the distance contract up to 14 days after the receipt of the products.

### ARTICLE 19. | RIGHT OF TERMINATION

1. With the exception of the provisions in the rest of this article and the following paragraph in particular, the consumer may partially or completely terminate the distance contract within 14 days of receipt of the products without giving reason.
2. The consumer is not entitled to make use of the right of termination if:
  - a) the delivery of the manufactured products is in accordance with specifications from the consumer and those products have not been prefabricated but are manufactured to the individual choice of the consumer or are clearly intended for a specific person;
  - b) the delivery is of products that are not suitable to be returned for reasons of health protection or hygiene and where the seal has been broken after delivery;
  - c) the delivery is of products that go off so quickly or have such a limited shelf life that application of the right of termination cannot reasonably be demanded of Tubes Production Company;
  - d) it is a consumer purchase where the right of termination is otherwise excluded or not applicable by virtue of Chapter 6.5.2B of the Dutch Civil Code.
3. The consumer may terminate the distance contract by submitting a request to Tubes Production Company by e-mail or by making use of the standard form for cancellation offered by Tubes Production Company. Tubes Production Company will confirm the termination of the distance contract by e-mail as soon as possible after it has received notification of the consumer's intention to terminate the distance contract if the terms and conditions of this article have been satisfied.
4. The consumer must treat the products to be returned and their packaging carefully during the period referred to in paragraph 1. The consumer may only handle and inspect the products insofar as is necessary in order to assess the nature and characteristics of the products. The principle here is that the consumer may only handle and inspect the products as he or she would do in a physical shop.
5. If the consumer makes use of the right of termination, the products must be returned to Tubes Production Company undamaged, with all the supplied accessories and appurtenances and in their original condition and packaging.
6. The consumer is liable for depreciation in value of the products as a consequence of a way of treatment of the products that goes further than is permitted in accordance with paragraph 4. Tubes Production Company has the right to charge the consumer for this depreciation in value by adjustment of any payment already received from the consumer or otherwise.
7. Return of the products must take place within fourteen days after the consumer has terminated the distance contract in accordance with the provisions in paragraph 3.
8. If the consumer makes use of his or her right of termination, the cost of returning the products will be at the consumer's expense.
9. Tubes Production Company will refund any payment already received from the consumer in respect of the order that is returned as soon as possible but no later than fourteen days after the termination of the distance contract, less any value depreciation, provided that the products have been re-received by Tubes Production Company or that the consumer has demonstrated that the products have indeed been sent back. If the right of termination is only applied to a part of the order, any postage and packaging charges that have already been paid for by the consumer will not be considered for refund. Moreover, Tubes Production Company is not obliged to repay any additional costs if the consumer has expressly chosen to use

another means of delivery at the time of placing the order than the least expensive standard delivery offered by Tubes Production Company.