

## **Web shop Standard Contract Terms**

### **1. General**

(1) The following standard contract terms shall apply to all deliveries and offers of DapTechnology B.V. and DapUSA Inc. (in the following both companies are together referred to as "DAP" or "we"). Counter-confirmations of the customer with reference to its own standard or sales terms and conditions are hereby objected to.

(2) DAP's web shop accept orders only from the United States of America and Canada. For all orders from outside these mentioned geographic regions DAP reserves the right to reject the order unilaterally.

(3) DAP's web shop is strictly reserved for B2B (Business to Business) transaction. Dap reserves the right to reject orders that appear to be B2C (Business to Consumer) driven.

### **2. Offer and Conclusion of the Contract**

Our range of articles is not binding. The order of a customer is an offer to enter into a purchase contract. The following confirmation of the receipt of the order and any following status reports are no acceptance of the offer. The purchase contract is accomplished with delivery of the goods and confirmation of dispatch.

### **3. Prices, Postage and Packaging, Reshipment Charges, Partial Delivery**

(1) Generally, our prices shall be those referred to in our product basket on our website at the time of order. Prices that deviate from this, which may be seen on pages that were downloaded from intermediate storage facilities (Browser-Cache, Proxies), may not be current and are thus invalid. In the absence of any express agreement in writing to the contrary, our prices shall be effective from the distribution center including packaging. All prices on our website do not include VAT or any other taxes, that may apply.

(2) Packaging materials shall become the property of the customer.

(3) Costs for postage and packaging are to be borne by the customer. They will depend on the form of shipment, form of payment, weight and shipping destination. They will be calculated and displayed in the product basket prior to any online order or, in the event of an order by telephone, they shall be quoted and shown separately on the invoice. The mode of shipment shall be chosen by the customer or, in the absence thereof, by DAP according to the most feasible arrangement. An overview of the applicable shipment and payment options as well as the relevant prices shall be published on our websites.

(4) In the event of partial shipments that have been arranged without consultation with the customer by us, follow-up shipments shall be made free of shipping charges. In the event that a customer wishes for shipment in specific lots, the additional agreed costs for the shipment of each lot shall be borne by the customer.

### **4. Delivery Period**

The estimated delivery periods are dependent on the products and are displayed on our website through symbols or specific comments. In the event that a delay of the estimated delivery occurs after an order has been made, the customer shall automatically be informed by E-Mail

### **5. Passage of risk and warranties**

(1) If the customer picks up the goods, then the risk of accidental loss or accidental damage to the goods shall pass from DAP to the customer at the time when the goods are transferred to the customer. If DAP ships the goods to the customer the risk shall pass to the customer which is a merchant as soon as the goods are handed over to the carrier

(2) The warranty period shall begin at the time when the goods are delivered. The statutory warranty provisions shall apply.

(3) The period of limitation for statutory claims for defects shall be two years for new goods.

(4) DAP is authorized to choose between curing the defect and delivering a defect-free good as subsequent performance. Obvious defects in the products or the performance rendered by DAP must be notified in writing immediately, at the latest within fourteen days after receipt of the

goods. If such defects are not notified in time, the goods are deemed to have been approved and accepted, with all inherent warranty rights expiring.

(5) DAP shall not be liable for normal wear and tear of the good or defects which are a result of incorrect or negligent handling or treatment or which are caused by unusual conditions of use.

## **6. Restrictions on Liability**

(1) The restrictions on liability shall not apply to damage which occurs as a result of intentional acts or gross negligence or damage to life, body or health.

(2) Irrespective of their legal basis claims for damages which are directed either against DAP or its agents shall be limited to the amount which DAP reasonably expected to receive at the conclusion of the contract. Where the damage does not result from the violation of an essential contractual obligation, which is such an obligation that is necessary for the fulfilment of the contract and on which fulfilment the costumers regularly rely and may rely, the amount of damages shall be limited to a maximum amount of the contractual value. The customer shall be responsible for the safe storage of its data. DAP is only liable for those expenses, which are necessary for the recovery of data presuming regular backups undertaken by the customer.

## **7. Payment**

(1) Unless otherwise agreed, all our invoices shall be payable immediately without any deductions.

(2) The customer shall be entitled to choose among several different payment options which shall be offered depending on the order amount, the mode of delivery, the shipment address, and the preferences specified in the customer's account. The various possibilities are displayed in the product basket and are described in the info area of our websites.

(3) DAP hereby reserves the right to fill the order only against cash on delivery or payment in advance in individual cases or in the event that a bank or an offeror of the respective payment mode has rejected payment. In such cases, the customer shall be entitled to accept or revoke his/her order.

(4) Costs which arise as a result of reversing a payment transaction for lack of funds or as a result of data transmitted incorrectly by the customer shall be charged to the customer.

(5) Cheques are not accepted.

(6) In the event of default of payment, DAP shall be entitled to charge interest of 1 percent per month.

(7) Any set-off of counterclaim shall not be permitted unless proven at law or if undisputed. The retention of payments by the purchaser for counterclaims resulting from unrelated contracts shall be excluded.

## **8. Contractual Partner**

Seller and consequently your contractual partner are DapTechnology B.V. as well as DapUSA Inc. a wholly-owned subsidiary of DapTechnology B.V.. The sellers act as joint and several debtors towards you. This means, inter alia, that with the performance of the services by one seller (e.g. the delivery of your ordered goods) the performance obligations of the other seller cease as well. Any event, e.g. the contest or cancelation of the contract with you or the rescission of the contract, any default in performance or the impossibility to fulfil the contract by one seller or any other event shall take effect for and against both sellers.

DapTechnology B.V. and DapUSA Inc. taken together do not form a partnership. Instead, they act separately. DapTechnology B.V. and DapUSA Inc. each act vis-à-vis you on their own behalf, unless expressly stated otherwise.

Although both sellers are allowed to demand the full amount of payment from you, of course you only need to pay once. Please note that you as a customer are not allowed to pay at your own discretion to one seller. Instead, you shall only pay to the seller who demands from you the payment. In this regard, you only need to follow the instructions on our website.

With regard to your questions concerning your order or our websites, please contact DAP. The

contact details can be found on our websites.

## **9. Reservation of Title**

All items delivered by DAP remain our property until such items have been paid in full and all claims resulting from the transaction have been met. This shall also apply to conditional claims. If the customer is a business or merchant, the following provisions shall apply: seizures by third parties of items owned or co-owned by DAP must be notified by the customer immediately. Any costs arising in relation to judicial proceedings or settlement out of court which DAP undertakes to secure its rights shall be borne by the customer. The customer shall assign as a security all claims (including all claims for balances under the current account) which arise in connection with the items being sold on or on any other legal grounds to DAP. The customer is hereby irrevocably entitled to collect on its behalf and for its account all claims assigned to DAP. This direct debit authorization may be revoked if the customer does not meet its payment obligations in an orderly manner.

## **10. Assignment of Claims**

The customer shall not be entitled to assign his/her claims under this contract.

## **11. Data Protection**

- (1) Our data protection procedures are in conformity with the applicable data privacy laws.
- (2) DAP shall use the customer's E-Mail address only for information letters which accompany the orders and, if desired by the customer, for its own newsletters. Additionally, DAP sends to the customers via E-Mail regularly diligently chosen offers of similar products of its product range. The customer is entitled to object to the use of his/her E-Mail address for marketing purposes by formless E-Mail, without incurring costs other than the transmission costs based on the basic tariff.
- (3) DAP shall not forward any personal customer data to any third parties. An exemption hereto exists for such service partners which require the transfer of data to process its orders. In these cases, the scope of the transmitted data shall be restricted to the necessary minimum.
- (4) The customer shall be informed about and be given the opportunity to correct, block and delete his/her personal data. If judicial or contractual keeping obligations exist or any other judicial reasons oppose to a deletion, the data will be blocked.

## **12. Miscellaneous**

- (1) These standard terms and conditions contain all rights and obligations of the contract parties.
- (2) If the customer is a merchant or does not reside within the European Union, our company seat shall be the exclusive venue for all legal disputes between the contract parties, including all lawsuits in connection with bills of exchange and cheques.
- (3) The laws of the Netherlands shall exclusively apply. The provisions of the UN Convention on the International Sale of Goods shall not apply.
- (4) In the event that one or several of the above provisions is or becomes invalid, the validity of the remaining provisions shall not be affected. The parties will try to replace invalid provisions by such provisions which are valid and come closest to the commercial purpose intended by the parties.