

General Terms and Conditions N. Mol BV

The company N. Mol BV with limited liability (hereinafter: N. Mol) is registered at the Chamber of Commerce with number 18112460 and has its registered office at Thomas Edisonweg 49 (5151DH) Drunen (the Netherlands).

Article 1 - Definitions

1. In these general terms and conditions, the following terms are used in the following sense, unless expressly stated otherwise:
2. **Offer:** Any (written) offer to the Buyer for the delivery of Products by the Seller to which these terms and conditions are inextricably linked.
3. **Company:** The natural or legal person who acts in the exercise of a profession or business.
5. **Buyer:** The Company that enters into a (distance) Agreement with the Seller.
6. **Agreement:** The (distance) purchase agreement that extends to the sale and delivery of Products purchased by the Buyer from N. Mol.
7. **Products:** The Products offered by N. Mol are various Products for pets such as outlines, metal chains, toys and related Products.
8. **Seller:** The supplier of Products to Buyer, hereinafter: N. Mol.
9. **Website:** <https://molbv.nl/>

Article 2 - Applicability

1. These general terms and conditions apply to every Offer by N. Mol and every Agreement between N. Mol and a Buyer and to every Product offered by N. Mol.
2. Before a (distance) Agreement is concluded, the Buyer will be provided with these general terms and conditions. If this is not reasonably possible, N. Mol will indicate to the Buyer how the Buyer can view the general terms and conditions, which have in any case been published on the N. Mol website, so that the Buyer can easily store these general terms and conditions on a durable data carrier.
3. In exceptional situations, it is possible to deviate from these general terms and conditions if this has been explicitly agreed in writing with N. Mol.
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 expressly rejected.

5. If one or more provisions of these general terms and conditions are partially or wholly invalid or are invalid, the other provisions of these general terms and conditions will remain in force and the invalid/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 must be assessed and explained in the spirit of these general terms and conditions.

7. If reference is made to she/her in these general terms and conditions, this should also be construed as a reference to he/him/are, if and insofar as applicable.

Article 3 - The Offer

1. All offers made by N. Mol are without obligation, unless expressly 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 if it has been laid down in writing.

2. The Offer made by N. Mol is without obligation. N. Mol is only bound by the Offer if the Buyer has confirmed its acceptance in writing within 30 days, or if the Buyer has already paid the amount due. N. Mol nevertheless has the right to refuse an Agreement with a potential Buyer for reasons that are justified for N. Mol.

3. The Offer contains an accurate description of the Product offered with associated prices. The description is detailed in such a way that the Buyer is able to make a proper assessment of the Offer. Obvious mistakes or errors in the Offer cannot be binding on N. Mol. Any images and specific data in the Offer are only an indication and cannot be a ground for any compensation or termination of the Agreement. N. Mol cannot guarantee that the colors in the image correspond exactly to the real colors of the Product.

4. Delivery times and terms stated in N. Mol's Offer are indicative and if they are exceeded, they do not entitle the Buyer to termination or compensation, unless expressly agreed otherwise.

5. A composite quotation does not oblige N. Mol to deliver part of the goods included in the offer or 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. Offers are only valid until stocks last.

Article 4 - Conclusion of the Agreement

1. The Agreement is concluded at the moment that the Buyer has accepted an Offer from N. Mol by paying for the specific Product(s).

2. An Offer can be made by N. Mol via the website.

3. If the Buyer has accepted the Offer by concluding an Agreement with N. Mol, N. Mol will confirm the Agreement with the Buyer in writing, or at least by e-mail.
4. If the acceptance (on minor points) deviates from the Offer, N. Mol is not bound by it.
5. N. Mol 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 error. The Buyer cannot derive any rights from this mistake or error.
6. The right of withdrawal is excluded for the Buyer being a Company.
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. N. Mol will execute the Agreement to the best of its knowledge and ability.
2. If and insofar as required for proper performance of the Agreement, N. Mol has the right to have certain work performed by third parties at its own discretion.
3. The Buyer shall ensure that all information, which N. Mol indicates is necessary or which the Buyer should reasonably understand to be necessary for the performance of the Agreement, is provided to N. Mol in a timely manner. If the information required for the execution of the Agreement has not been provided to N. Mol in time, N. Mol has the right to suspend the execution of the Agreement.
4. In the performance of the Agreement, N. Mol is not obliged or obliged to follow the Buyer's instructions if this changes the content or scope of the Agreement. If the instructions result in additional work for N. Mol, the Buyer is obliged to reimburse the additional or additional costs accordingly.
5. N. Mol may require security from the Buyer or full advance payment before proceeding with the performance of the Agreement.
6. N. Mol is not liable for damage, of whatever nature, that has arisen because N. Mol has based on incorrect and/or incomplete information provided by the Buyer, unless N. Mol was aware of this inaccuracy or incompleteness.
7. The Buyer indemnifies N. Mol 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 of the Agreement is delayed because, for example, the Buyer has not supplied all the requested information or has not provided it on time, does not provide sufficient cooperation, or the (down) payment has not been received on time by N. Mol or any delay due to other circumstances beyond N. Mol's control, N. Mol is entitled to a reasonable extension of the

delivery or completion period. All agreed delivery times are never strict deadlines. The buyer must give N. Mol written notice of default and allow it a reasonable term to still be able to deliver. The buyer is not entitled to any compensation due to the delay.

2. The buyer is obliged to take delivery of the goods at the moment 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 accept the delivery, N. Mol is entitled to store the goods at the expense and risk of the Buyer. N. Mol is entitled to charge additional costs if the Products are not collected within the agreed term.
4. If the Products are delivered by N. Mol or an external carrier, N. Mol, unless otherwise agreed in writing. Any delivery costs are included in the price.
5. If N. Mol 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 information necessary for the performance available to N. Mol.
6. If N. Mol has stated a term for delivery, this is indicative. Longer delivery times apply for delivery outside the Netherlands.
7. N. Mol is entitled to deliver the goods in parts, unless the Agreement deviates from this or if the partial delivery does not have an independent value. N. Mol is entitled to invoice the delivered goods separately.
8. Deliveries will only be made if all invoices have been paid, unless expressly agreed otherwise. N. Mol reserves the right to refuse delivery if there is a well-founded fear of non-payment.

Article 7 - Packaging and transport

1. N. Mol 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 under normal use.
2. Unless otherwise agreed in writing, all deliveries include turnover tax (VAT), including packaging and packaging material.
3. Accepting items without comments or comments on the consignment note or receipt serves as proof that the packaging was in good condition at the time of delivery.

Article 8 - Examination, complaints

1. The buyer is obliged to inspect the delivered goods or have them examined at the time of delivery or delivery, but in any event within 14 days of receipt of the delivered goods, but only to unpack or 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 to 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 which way the Product should be used and, in the event of personal use, to test the Product in accordance with the instructions for use. N. Mol accepts no liability for incorrect use of the Product by the Buyer.
3. Any visible defects or shortcomings must be reported in writing to N. Mol after delivery to info@molbv.nl. The buyer has a period of 14 days after delivery for this. Non-visible defects or shortcomings must be reported within 14 days of discovery, but no later than 6 months 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 in time pursuant to the previous paragraph, the Buyer being a Company remains obliged to pay for the purchased goods. If the Buyer wishes to return defective goods, this will only take place with the prior written consent of N. Mol in the manner indicated by N. Mol.
5. N. Mol is entitled to initiate an investigation into the authenticity and condition of the returned Products before reimbursement is made.
6. 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 termination. Refunds will be made to the previously specified account number.
7. 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.
8. In the absence of a complete delivery, and/or if one or more Products are missing, and this is attributable to N. Mol, N. Mol will send the missing Product(s) or the cancel remaining order. The confirmation of receipt of the Products is leading in this regard. Any damage suffered by the Buyer as a result of the (deviating) scope of the delivery cannot be recovered from N. Mol.

Article 9 - Prices

1. The prices of the Products offered will not be increased during the period of validity of the Offer, unless 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: import and export duties, freight and unloading costs, insurance and any levies and taxes.
4. In the case of Products or raw materials for which there are price fluctuations in the financial market and over which N. Mol has no influence, N. Mol can offer these Products at variable prices. It is stated in the Offer that the prices are target prices and may fluctuate.

Article 10 - Payment and collection policy

1. Payment must be made in the currency in which the invoice is made, using the method indicated.
2. The buyer cannot derive any rights or expectations from a budget issued in advance, unless the parties have expressly agreed otherwise.
3. The buyer must make payment to the account number and details of N. Mol made known to it. The parties can only agree on a different payment term after explicit and written permission from N. Mol.
4. The parties can agree that the Buyer must pay a deposit. If a down payment has been agreed, the Buyer must pay the down payment before a start is made with the execution of the Agreement.
5. If a periodic payment obligation of the Buyer has been agreed, N. Mol is entitled to adjust the applicable prices and rates in writing with due observance of a term of 3 months.
6. In the event of liquidation, bankruptcy, attachment or suspension of payment of the Buyer, N. Mol's claims against the Buyer are immediately due and payable.
7. N. Mol 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. N. Mol can, without being in default as a result, refuse an offer of payment if the Buyer designates a different order for the allocation. N. Mol may refuse full repayment of the principal if the outstanding and accrued interest as well as the costs are not also paid.
8. If the Buyer does not meet its payment obligation and has not fulfilled its payment term within the set payment term, the Buyer is legally in default
9. From the date that the Buyer is in default, N. Mol will claim the statutory (commercial) rights without further notice of default being required. interest from the first day of default until full payment and reimbursement of the extrajudicial costs in accordance with article 6:96 of the Dutch Civil Code, to be calculated according to the graduated scale from the Decision on Compensation for Extrajudicial Collection Costs of July 1st 2012.
10. If N. Mol has incurred more or higher costs that are reasonably necessary, these costs are eligible for reimbursement. The judicial and enforcement costs incurred are also for the risk and account of the Buyer.

Article 11 - Retention of title

1. All goods delivered by N. Mol remain the property of N. Mol until the Buyer has fulfilled all the following obligations under all Agreements concluded with N. Mol.
2. The buyer is not authorized to pledge or in any other way encumber the items subject to retention of title if the ownership has not yet been transferred in full.
3. If third parties seize the goods delivered subject to retention of title or wish to establish or enforce rights thereon, the Buyer is obliged to inform N. Mol of this as soon as can reasonably be expected.

4. In the event that N. Mol wishes to exercise its property rights referred to in this article, the Buyer already now grants unconditional and irrevocable permission and authorization to N. Mol or third parties to be designated by it to enter all those places where the properties of N. Mol and to take those things back.

5. N. Mol 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 from N. Mol. After the Buyer has fulfilled its obligations, N. Mol will make every effort to deliver the purchased Products to the Buyer as soon as possible, but at the latest within 20 working days.

6. Costs and other (consequential) damage as a result of retaining the purchased Products are for the account and risk of the Buyer and will be reimbursed by the Buyer at N. Mol's first request.

Article 12 - Guarantee

N. Mol 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 N. Mol of this use at the time of entering into the Agreement.

Article 13 - Suspension and termination

1. N. Mol is authorized to suspend the fulfillment of its obligations or to terminate the Agreement if the Buyer does not or not fully fulfill its (payment) obligations under the Agreement.

2. In addition, N. Mol is authorized to terminate the Agreement existing between it and the Buyer, insofar as it has not yet been performed, without judicial intervention if the Buyer does not timely or properly fulfill its obligations under any agreement with N. Mol. Mol concluded Agreement.

3. Furthermore, N. Mol is authorized to terminate the Agreement (or have it terminated) without prior notice of default if circumstances arise which are of such a nature that fulfillment of the Agreement is impossible or can no longer be required according to standards of reasonableness and fairness, or if otherwise circumstances arise which are of such a nature that unaltered maintenance of the Agreement cannot reasonably be expected.

4. If the Agreement is terminated, N. Mol's claims against the Buyer are immediately due and payable. When N. Mol suspends the fulfillment of its obligations, it retains its rights under the law and the Agreement.

5. N. Mol always reserves the right to claim compensation.

Article 14 - Limitation of liability

1. If the performance of the Agreement by N. Mol leads to liability on the part of N. Mol towards the Buyer or third parties, that liability is limited to the costs charged by N. Mol in connection with the Agreement, unless the damage has arisen due to intent or gross negligence. N. Mol's liability is in any case limited to the maximum amount of damage that is paid out by the insurance company per event per year.
2. N. Mol is not liable for consequential damage, indirect damage, loss of profit and/or loss suffered, lost savings and damage as a result of the use of the delivered Products is excluded.
3. N. Mol is not liable for and/or obliged to repair damage caused by the use of the Product. All damages to Products as a result of wearing and using is expressly excluded from liability (this includes traces of use, use damage, fall damage, light and water damage, theft, loss, etc.).
4. N. Mol 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. N. Mol 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. N. Mol does not guarantee a correct and complete transmission of the content of and e-mail sent by/on behalf of N. Mol, nor for its timely receipt.
7. All claims by the Buyer due to shortcomings on the part of N. Mol lapse if these have not been reported to N. Mol in writing and with reasons 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. N. Mol is not liable if it is unable to fulfill its obligations under the Agreement as a result of a force majeure situation, nor can it be obliged to fulfill any obligation if it is prevented from doing so as a result of a circumstance that is not due to its fault and is not for its account by virtue of the law, legal act or generally accepted standards.
2. Force majeure is in any case understood to mean, but is not limited to what is understood in this regard in law and jurisprudence, (i) force majeure of suppliers of N. Mol, (ii) failure to properly fulfill obligations of suppliers that are Buyer has been prescribed or recommended to N. Mol, (iii) defective goods, equipment, software or materials of third parties, (iv) government measures, (v) electricity failure, (vi) failure of the internet, data network and telecommunication facilities (for example: cybercrime and hacking), (vii) natural disasters, (viii) war and terrorist attacks, (ix) general transport problems, (x) strikes at N. Mol's company and (xi) other situations that, in N. Mol's opinion, are outside fall within its sphere of influence that temporarily or permanently prevent the fulfillment of its obligations.
3. N. Mol has the right to invoke force majeure if the circumstance that prevents (further) fulfillment occurs after N. Mol 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 two months, each of the parties is entitled to terminate the Agreement, without any obligation to pay compensation to the other party.

5. Insofar as N. Mol has partially fulfilled or will be able to fulfill its obligations under the Agreement at the time of the occurrence of force majeure, and the part fulfilled or to be performed has independent value, N. Mol is entitled to invoice the fulfilled part or the part to be fulfilled 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 the moment the goods leave N. Mol's warehouse.

Article 17 - Intellectual Property Rights

1. All intellectual property rights and copyrights of N. Mol rest exclusively with N. Mol and are not transferred to the Buyer.

2. The Buyer is prohibited from disclosing and/or multiplying, changing or making available to third parties all products, documents and more covered by N. Mol's intellectual property rights and copyrights without the express prior written consent of N. Mol. If the Buyer wishes to make changes to goods delivered by N. Mol, N. Mol must explicitly agree to the intended changes.

3. The Buyer is prohibited from using the Products to which N. Mol's intellectual property rights rest other than as agreed in the Agreement.

Article 18 - Privacy, data processing and security

1. N. Mol handles the (personal) data of the Buyer and visitors to the website(s) with care. If requested, N. Mol will inform the person concerned about this.

2. If N. Mol is required to provide information security on the basis of the Agreement, this security will meet the agreed specifications and a security level that, in view of the state of the art, the sensitivity of the data, and the associated costs, is not unreasonable.

Article 19 - Complaints

1. If the Buyer is not satisfied with the Products of N. Mol and/or has complaints about the (implementation of the) Agreement, the Buyer is obliged to report these complaints as soon as possible,

but no later than 14 calendar days after the relevant reason. that led to the complaint. Complaints can be reported via info@molbv.nl with the subject "Complaint".

2. The complaint must be sufficiently substantiated and/or explained by the Buyer for N. Mol to be able to handle the complaint.
3. N. Mol 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 reach a solution together.

Article 20 - Applicable law

1. All Agreements between N. Mol and the Buyer are governed by Dutch law. The applicability of the (CISG) Vienna Sales Convention is expressly excluded.
2. In the event of an explanation of the content and purport of these general terms and conditions, the Dutch text thereof is always decisive. N. Mol has the right to unilaterally change these general terms and conditions.
3. All disputes arising from or in connection with the Agreement between N. Mol and the Buyer will be settled by the competent court of the Oost-Brabant District Court, location 's-Hertogenbosch (the Netherlands), unless mandatory provisions designate another competent court.

Drunen, March 18, 2022.