

## Terms of Service of Molds and Shapes (July 2023)

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### Article 1 - Definitions

In these Terms of Service the following terms have the following meanings:

1. **Reflection period:** the period within which the consumer can make use of his right of withdrawal;
2. **Consumer:** the natural person who does not act in the exercise of a profession or business and who enters into a distance contract with the entrepreneur;
3. **Day:** calendar day;
4. **Durable data carrier:** any means that enables the consumer or entrepreneur to store information that is addressed to him personally in a way that enables future consultation and unaltered reproduction of the stored information.
5. **Right of withdrawal:** the possibility for the consumer to cancel the distance contract within the reflection period;
6. **Entrepreneur:** the natural or legal person who offers products and/or services to consumers from a distance;
7. **Distance contract:** an agreement in which, in the context of a system organized by the entrepreneur for the distance sale of products and/or services, up to and including the conclusion of the agreement, only one or more techniques for distance communication are used;
8. **Technology for distance communication:** means that can be used to conclude an agreement, without the consumer and entrepreneur being together in the same room at the same time.
9. **Terms of Service:** the present Terms of Service of the entrepreneur.

### Article 2 - Identity of the entrepreneur

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### Article 3 - Applicability

1. These Terms of Service applies to every offer from the entrepreneur and to every distance contract and orders concluded between the entrepreneur and the consumer.
2. Before the distance contract is concluded, the text of these Terms of Service will be made available to the consumer. If this is not reasonably possible, before the distance contract is concluded, it will be indicated that the Terms of Service can be viewed at the entrepreneur and that they will be sent free of charge as soon as possible at the request of the consumer.

3. If the distance contract is concluded electronically, by way of derogation from the previous paragraph and before the distance contract is concluded, the text of these Terms of Service can be made available to the consumer electronically in such a way that they can be easily stored on a durable data carrier. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the Terms of Service can be inspected electronically and that they will be sent free of charge electronically or otherwise at the request of the consumer.
4. In the event that specific product or service conditions apply in addition to these Terms of Service, the second and third paragraphs apply mutatis mutandis and the consumer can always rely on the applicable provision that is most favorable to him in the event of a conflicting Terms and Service.
5. If one or more provisions in these Terms of Service are at any time wholly or partially null and void or destroyed, then the agreement and these Terms of Service will remain in force and the relevant provision will be immediately replaced in mutual consultation by a provision that the purport from the original as closely as possible.
6. Situations that are not regulated in these Terms of Service must be assessed 'in the spirit' of these Terms of Service.
7. Uncertainties about the explanation or content of one or more provisions of our Terms of Service should be explained 'in the spirit' of these Terms of Service.

#### **Article 4 - The offer**

1. If an offer has a limited period of validity or is made subject to conditions, this will be explicitly stated in the offer.
2. The offer contains a complete and accurate description of the products and/or services offered. The description is sufficiently detailed to enable the consumer to make a proper assessment of the offer. If the entrepreneur uses images, these are a true representation of the products and/or services offered. Obvious mistakes or errors in the offer are not binding for the entrepreneur.
3. Images of products are a true representation of the products offered. The entrepreneur cannot guarantee that the displayed colors exactly match the real colors of the products.
4. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to accepting the offer.

#### **Article 5 - The agreement**

1. The agreement is concluded, subject to the provisions of paragraph 4, at the moment the consumer accepts the offer and meets the corresponding conditions.
2. If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm receipt of the acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed by the entrepreneur, the consumer can dissolve the agreement.
3. If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to protect the electronic transfer of data and ensure a secure web environment. If the consumer can pay electronically, the entrepreneur will take appropriate security measures.
4. The entrepreneur can - within legal frameworks - inquire whether the consumer can meet his payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the distance contract. If, on the basis of this investigation, the entrepreneur has good reasons not to enter into the agreement, he is entitled to refuse an order or request or to attach special conditions to the execution.
5. The entrepreneur will send the following information with the product or service to the consumer, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable data carrier:
  - a. the visiting address of the business location of the entrepreneur where the consumer can go with complaints;
  - b. the conditions under which and the way in which the consumer can make use of the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
  - c. information about guarantees and existing service after purchase;
  - d. the information included in article 4 paragraph 4 of these Terms of Service, unless the entrepreneur has already provided this information to the consumer before the execution of the agreement;
  - e. the requirements for terminating the agreement if the agreement has a duration of more than one year or is indefinite.

#### **Article 6 - Right of withdrawal**

1. When purchasing products, the consumer has the option to dissolve the agreement without giving any reason within 14 days. This reflection period starts on the day after receipt of the product. The entrepreneur may ask the consumer about the reason for the withdrawal, but not oblige him to state his reason(s).
2. During the reflection period, the consumer will handle the product and packaging with care. He will only unpack or use the product to the extent necessary to determine the nature, characteristics and operation of the product. The basic principle here is that the consumer may handle and inspect the product as he would be allowed to do in a store. If he makes use of his right of withdrawal, he will return the product with all accessories supplied and - if reasonably possible - in the original condition and packaging to the entrepreneur, in accordance with the reasonable and clear instructions provided by the entrepreneur.
3. If the consumer wishes to make use of his right of withdrawal, he is obliged to make this known to the entrepreneur within 14 days after receipt of the product by sending an e-mail to [info@moldsandshapes.com](mailto:info@moldsandshapes.com), stating name and order number. After the consumer has indicated that he wishes to exercise his right of withdrawal, the customer must return the product within 14 days. The consumer must prove that the delivered goods have been returned on time, for example by means of proof of shipment.
4. If, after the expiry of the periods referred to in paragraphs 2 and 3, the customer has not made it known that he wishes to make use of his right of withdrawal resp. the product has not been returned to the entrepreneur, the purchase is a fact.

#### **Article 7 - Costs in case of withdrawal**

1. If the consumer makes use of his right of withdrawal, his or her costs are at most the costs of return.
2. If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible, but no later than 14 days after the withdrawal. The condition is that the product has already been received back by the entrepreneur or that conclusive proof of complete return can be submitted. Reimbursement will be made via the same payment method used by the consumer unless the consumer explicitly gives permission for a different payment method.
3. In case of damage to the product due to careless handling by the consumer himself, the consumer is liable for any depreciation of the product.
4. The consumer cannot be held liable for the depreciation of the product if the entrepreneur has not provided all legally required information about the right of withdrawal, this must be done before the conclusion of the purchase agreement.

#### **Article 8 - Exclusion of the right of withdrawal**

1. The entrepreneur can exclude the consumer's right of withdrawal for products as described in paragraph 2. The exclusion of the right of withdrawal only applies if the entrepreneur has made this clear in the offer, at least in time for the conclusion of the agreement. .
2. Exclusion of the right of withdrawal is only possible for products:
  - a. that have been created by the entrepreneur in accordance with the consumer's specifications;
  - b. that are clearly personal in nature;
  - c. that cannot be returned due to their nature;
  - d. that can spoil or age quickly;

#### **Article 9 - The price**

1. The prices stated in the offer of products or services include VAT.
2. During the period of validity stated in the offer, the prices of the products and / or services being offered will not be increased, except for price changes due to changes in VAT rates.
3. Price increases within 3 months after the conclusion of the agreement are only permitted if they are the result of statutory regulations or provisions.
4. Price increases from 3 months after the conclusion of the agreement are only permitted if the entrepreneur has stipulated this and:
  - a. they are the result of statutory regulations or provisions; or
  - b. the consumer has the authority to cancel the contract on the day on which the price increase takes effect.

#### **Article 10 - Conformity and Guarantee**

1. The entrepreneur guarantees that the products and/or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or usability and the on the date of the realization of the agreement existing legal provisions and/or government regulations. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.
2. A Guarantee provided by the entrepreneur, manufacturer or importer does not affect the legal rights and claims that the consumer can assert against the entrepreneur on the basis of the agreement.
3. Any defects or incorrectly delivered products must be reported to the entrepreneur within 1 week after delivery. Return of the products must be in the original packaging and in new condition.
4. The entrepreneur is never responsible for the ultimate suitability of the products for each individual application by the consumer, nor for any advice regarding the use or application of the products.
5. The guarantee does not apply if:
  - the consumer has repaired and/or modified the delivered products himself or has had them repaired and/or modified by third parties;
  - the delivered products are exposed to abnormal circumstances or are otherwise handled carelessly or are treated contrary to the instructions of the entrepreneur;
  - there are small imperfections in the products that have no further influence on the quality and/or use of the products;
  - the inadequacy is wholly or partly the result of regulations that the government has made or will make with regard to the nature or quality of the materials used.

#### **Article 11 - Delivery and implementation**

1. The entrepreneur will take the greatest possible care when receiving and execute orders for products.
2. The place of delivery is the address that the consumer makes known to the company.
3. With due observance of what is stated in paragraph 4 of this article, the company will execute accepted orders within 10 days at the latest, unless the consumer has agreed to a longer delivery period. If delivery is delayed, or if an order cannot or only partially be executed, the consumer will be notified of this no later than 10 days after placing the order. In that case, the consumer has the right to terminate the agreement without costs. The consumer is not entitled to compensation.
4. All delivery times are indicative. The consumer cannot derive any rights from any stated terms. Exceeding a term does not entitle the consumer to compensation.
5. In case of dissolution in accordance with paragraph 3 of this article, the entrepreneur will immediately refund the amount paid by the consumer.
6. The risk of damage and/or loss of products rests with the entrepreneur until the moment of delivery to the consumer or a pre-designated representative made known to the entrepreneur, unless explicitly agreed otherwise.

#### **Article 12 - Payment**

1. Unless otherwise agreed, the amounts owed by the consumer must be paid within 7 working days after the start of the reflection period as referred to in Article 6 paragraph 1.
2. The consumer has the duty to report inaccuracies in payment data provided or stated. to notify the entrepreneur immediately.
3. In the event of non-payment by the consumer, the entrepreneur has the right, subject to legal restrictions, to charge the reasonable costs made known to the consumer in advance.

#### **Article 13 - Force majeure**

1. In case of force majeure, the entrepreneur is not obliged to fulfill its obligations towards the consumer, or the obligation is suspended for the duration of the force majeure.
2. Force majeure is understood to mean any circumstance beyond its control, which prevents the fulfillment of its obligations towards the consumer in whole or in part. These circumstances include strikes, fires, business disruptions, power failures, non-delivery or late delivery by suppliers or other third parties and the absence of any government permits. Force majeure also includes

failures in a (telecommunications) network or connection or communication systems used and/or the unavailability of the internet site at any time.

#### **Article 14 - Intellectual property**

1. The consumer explicitly acknowledges that all intellectual property rights of displayed information, images, communications or other expressions with regard to the products and/or with regard to the internet site rest with the entrepreneur, its suppliers or other entitled parties.
2. Intellectual property rights are understood to mean patent, copyright, trademark, drawing and design rights and/or other (intellectual property) rights, including technical and/or commercial know-how, methods and concepts, whether or not patentable.
3. The consumer is prohibited from making use, including making changes, of the intellectual property rights as described in this article, such as reproduction, without the express prior written consent of the entrepreneur, its suppliers or other entitled parties, unless it is purely for private use in relation to the product itself.

#### **Article 15 - Complaints procedure**

1. Complaints about the execution of the agreement must be fully and clearly described and submitted to the entrepreneur within 1 week after the consumer has discovered the defects.
2. Complaints submitted to the entrepreneur will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the entrepreneur will reply within 14 days with a confirmation of receipt and an indication when the consumer can expect a more detailed answer.
3. If the complaint cannot be resolved by mutual agreement, a dispute arises that is subject to the dispute settlement procedure.
4. A complaint does not suspend the obligations of the entrepreneur, unless the entrepreneur indicates otherwise in writing.
5. If a complaint is found to be well-founded by the entrepreneur, the entrepreneur will, at his option, either replace the delivered products free of charge or refund the purchase amount.

#### **Article 16 - Disputes**

1. Agreements between the entrepreneur and the consumer to which these Terms of Service applies are exclusively governed by Dutch law. Even if the consumer lives abroad.
2. The Vienna Sales Convention does not apply.

#### **Article 17 - Additional or deviating provisions**

Additional provisions or provisions deviating from these Terms of Service may not be to the detriment of the consumer and must be recorded in writing or in such a way that they can be stored by the consumer in an accessible manner in a durable data carrier.