

General Terms and Conditions & Customer Information

I. General Terms and Conditions

§ 1 Basic provisions

Provider:

Feelware BV
Vogt 21

6422 RK Heerlen
Netherlands

Phone: +4924198096740
E-mail: hallo@feelware.eu

KVK No.: 83316183
BTW-No. NL: NL862826457B01
VAT ID DE: DE346259849

(1) The following terms and conditions apply to contracts that you conclude with us as a supplier (Feelware BV) via the website www.feelware.eu. Unless otherwise agreed, we object to the inclusion of any terms and conditions of your own that you may use.

(2) A consumer within the meaning of the following regulations is any natural person who concludes a legal transaction for purposes that can predominantly be attributed neither to his commercial nor to his independent professional activity. An entrepreneur is any natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of his or her independent professional or commercial activity.

§ 2 Formation of the contract

(1) The subject of the contract is the sale of goods and/or the provision of services.

(2) By placing the respective product on our website, we submit to you a binding offer to conclude a contract via the online shopping basket system on the terms and conditions stated in the item description.

Excluded from this are goods that are not prefabricated and for the production of which an individual selection or determination by the consumer is decisive or which are clearly tailored to the personal needs of the consumer (customized goods). These goods are marked with a corresponding notice on the website and may be advertised with the sales price 0€. Regardless of the price, the presentation of these goods on the website does not constitute a binding offer. We will be happy to provide you with a binding offer for these goods in writing on request. The contract for these goods is concluded on the basis of the personal offer. Otherwise, the terms and conditions described here also apply to these goods.

(3) The contract is concluded via the online shopping basket system as follows:

The goods intended for purchase are placed in the "shopping basket". You can call up the "shopping basket" via the corresponding button in the navigation bar and make changes there at any time.

After calling up the "Checkout" page and entering the personal data as well as the payment and shipping conditions, the order data will finally be displayed to you as an order overview.

If you use an instant payment system (e.g. PayPal / PayPal Express, Amazon Payments, Sofortüberweisung) as a payment method, you will either be taken to the order overview page in our online shop or redirected to the website of the instant payment system provider.

If you are redirected to the respective instant payment system, make the corresponding selection or enter your data there. Finally, you will be shown the order data as an order overview on the website of the provider of the instant payment system or after you have been redirected back to our online shop.

Before submitting the order, you have the option of checking the details in the order overview again, changing them (also using the "back" function of the Internet browser) or cancelling the order.

By sending the order via the corresponding button ("Buy with obligation to pay" or similar designation), you declare the legally binding acceptance of the offer, whereby the contract is concluded.

(4) Your requests for the preparation of an offer are non-binding for you. We will submit a binding offer to you in text form (e.g. by e-mail), which you can accept within 5 days (unless a different deadline is stated in the respective offer).

(5) The processing of the order and transmission of all information required in connection with the conclusion of the contract is partly automated by e-mail. You must therefore ensure that the e-mail address you have provided to us is correct, that the receipt of e-mails is technically guaranteed and, in particular, that it is not prevented by SPAM filters.

§ 3 Individually designed goods

(1) You shall provide us with the suitable information, texts or files required for the individual design of the goods via the online ordering system or by e-mail at the latest immediately after conclusion of the contract. Our specifications on file formats, if any, shall be observed.

(2) You undertake not to transmit any data whose content infringes the rights of third parties (in particular copyrights, rights to a name, trademark rights) or violates existing laws. You expressly indemnify us against all claims asserted by third parties in this connection. This also applies to the costs of legal representation required in this context.

(3) We do not check the transmitted data for correctness of content and in this respect do not accept any liability for errors.

§ 4 Performance of installation services

(1) Insofar as assembly services are the subject matter of the contract, we owe the assembly work resulting from the service description. We shall perform this work personally or through third parties to the best of our knowledge and belief.

(2) The services shall be provided on the agreed dates.

(3) You are obliged to cooperate. In particular, you shall provide the opportunity to enter the premises in a walk-in and reasonably hazard-free condition at the time of performance of the installation services. Furthermore, you are obliged to provide us with electrical power and water, if necessary. We are entitled to terminate the part of the contract relating to the provision of installation services insofar

as you fail to comply with your obligations to cooperate. For this purpose, we shall set you a reasonable period of time during which you can make up for the necessary cooperation.

(4) If you make use of your right of termination, we can demand 10% of the agreed remuneration as a lump sum if the execution has not yet begun. However, if the statutory right of cancellation exists, this shall only apply if you do not exercise your right of cancellation until after the expiry of the cancellation period. You retain the right to prove that we have actually incurred no costs or significantly lower costs.

§ 5 Right of retention, reservation of title

(1) You may only exercise a right of retention insofar as it concerns claims from the same contractual relationship.

(2) The goods remain our property until the purchase price has been paid in full.

(3) If you are an entrepreneur, the following shall apply in addition:

a) We retain title to the goods until all claims arising from the current business relationship have been settled in full. Before the transfer of ownership of the goods subject to retention of title, a pledge or transfer of ownership by way of security is not permitted.

b) You may resell the goods in the ordinary course of business. In this case you already now assign to us all claims in the amount of the invoice amount accruing to you from the resale, we accept the assignment. You are further authorised to collect the claim. However, insofar as you do not properly fulfil your payment obligations, we reserve the right to collect the claim ourselves.

c) If the reserved goods are combined and mixed, we shall acquire co-ownership of the new item in the ratio of the invoice value of the reserved goods to the other processed items at the time of processing.

d) We undertake to release the securities to which we are entitled at your request insofar as the realisable value of our securities exceeds the claim to be secured by more than 10%. The selection of the securities to be released shall be incumbent upon us.

§ 6 Warranty

(1) The statutory rights of liability for defects apply.

(2) As a consumer, you are requested to check the goods immediately upon delivery for completeness, obvious defects and transport damage and to notify us and the carrier of any complaints as soon as possible. If you fail to do so, this shall not affect your statutory warranty claims.

(3) Insofar as you are an entrepreneur, the following applies in deviation from the above warranty regulations:

a) Only our own specifications and the manufacturer's product description shall be deemed agreed as the quality of the item, but not other advertising, public promotions and statements by the manufacturer.

b) In the event of defects, we shall, at our discretion, provide a warranty by rectification of the defect or subsequent delivery. If the rectification of defects fails, you may, at your discretion, demand a reduction in price or withdraw from the contract. The rectification of defects shall be deemed to have failed after a second unsuccessful attempt, unless the nature of the item or the defect or other circumstances indicate otherwise. In the event of rectification of defects, we shall not be obliged to

bear the increased costs arising from the transfer of the goods to a place other than the place of performance, provided that the transfer does not correspond to the intended use of the goods.

c) The warranty period is one year from delivery of the goods. The shortening of the period shall not apply

- for culpably caused damage attributable to us arising from injury to life, limb or health and in the case of other damage caused intentionally or by gross negligence;

- insofar as we have fraudulently concealed the defect or have assumed a guarantee for the quality of the item;

- in the case of items which have been used for a building in accordance with their customary use and have caused its defectiveness;

- in the case of statutory rights of recourse which you have against us in connection with rights arising from defects.

§ 7 Choice of law

(1) Dutch law shall apply. In the case of consumers, this choice of law shall only apply to the extent that the protection granted by mandatory provisions of the law of the state of the consumer's habitual residence is not thereby withdrawn (favourability principle).

(2) The provisions of the UN Convention on Contracts for the International Sale of Goods shall expressly not apply.

II. Customer information

1. identity of the seller

Feelware BV

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Phone: +4924198096740

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Alternative Dispute Resolution:

The European Commission provides a platform for out-of-court online dispute resolution (ODR platform), available at <https://ec.europa.eu/odr>.

2 Information on the conclusion of the contract

The technical steps for the conclusion of the contract, the conclusion of the contract itself and the possibilities of correction are carried out in accordance with the regulations "Conclusion of the Contract" of our General Terms and Conditions (Part I.).

3. contract language, storage of contract text

3.1 The contract language is German for consumers whose delivery address is in Germany or Austria. The contract language is English for consumers whose delivery address is in other countries. The contract language for entrepreneurs is English.

3.2 We do not store the complete text of the contract. Before sending the order via the online shopping basket system, the contract data can be printed out or electronically saved using the browser's print function. After receipt of the order by us, the order data, the legally required information for distance contracts and the General Terms and Conditions of Business will be sent to you again by email.

3.3 In the case of requests for quotations outside the online shopping basket system, you will receive all contract data as part of a binding offer in text form, e.g. by e-mail, which you can print out or save electronically.

4. codes of conduct

4.1 We have subjected ourselves to the Buyer's Seal Quality Criteria of the Händlerbund Management AG, which can be viewed at: <https://www.haendlerbund.de/de/downloads/kaeufersiegel/kaeufersiegel-zertifizierungskriterien.pdf>.

5. essential characteristics of the goods or services

The essential characteristics of the goods and/or services can be found in the respective offer.

6 Prices and payment terms

6.1 The prices listed in the respective offers as well as the shipping costs represent total prices. They include all price components including all applicable taxes.

6.2 The shipping costs incurred are not included in the purchase price. They can be called up via a correspondingly designated button on our website or in the respective offer, are shown separately in the course of the ordering process and are to be borne additionally by you, unless free delivery has been promised. 6.3.

6.3 If the delivery is made to countries outside of the European Union, we cannot be held liable for the shipping costs.

6.4 Any costs incurred for the transfer of funds (transfer or exchange rate fees of the credit institutions) shall be borne by you in cases where the delivery is made to an EU member state but the payment was initiated outside the European Union.

6.5 The payment methods available to you are shown under a correspondingly designated button on our website or in the respective offer.

6.6 Unless otherwise stated in the individual payment methods, the payment claims arising from the concluded contract are due for payment immediately.

7. terms of delivery

7.1 The terms and conditions of delivery, the delivery date and any existing delivery restrictions can be found under a correspondingly designated button on our website or in the respective offer.

7.2 If you are a consumer, it is regulated by law that the risk of accidental loss and accidental deterioration of the sold item during shipment shall not pass to you until the goods are handed over to you, regardless of whether the shipment is insured or uninsured. This does not apply if you have independently commissioned a transport company not named by the entrepreneur or a person otherwise designated to carry out the shipment.

If you are an entrepreneur, the delivery and shipment shall be at your risk. 8.

8. statutory liability for defects

Liability for defects is governed by the "Warranty" provision in our General Terms and Conditions (Part I).

9 Termination

9.1 Information on the termination of the contract as well as the terms of termination can be found in the regulations on "Installation Services" in our General Terms and Conditions (Part I), as well as in the respective offer.

These General Terms and Conditions and customer information have been prepared by the lawyers of the Händlerbund who specialise in IT law and are constantly checked for legal conformity.

Händlerbund Management AG guarantees the legal security of the texts and is liable in the event of warnings. You can find more information at:

<https://www.haendlerbund.de/de/leistungen/rechtssicherheit/agb-service>.

last update: 5.1.2022

Shipping conditions

Payment and shipping

The following conditions apply:

Delivery is made within the countries of the EU.

Shipping costs (including VAT)

Deliveries to Germany:

We charge a flat rate of €6 per order for parcel delivery. Some goods are delivered free of charge. For goods delivered by a forwarding agent and bulky goods, we charge separate delivery costs. The exact delivery costs will in any case be displayed before the contract is concluded.

Delivery to the Netherlands:

We charge a flat rate of €8 per order for parcel delivery. Some goods are delivered free of charge. For goods that are delivered by a forwarding agent and bulky goods, we charge separate delivery costs. The exact delivery costs will be displayed in each case before the contract is concluded.

Deliveries to other countries:

We calculate the delivery costs to other countries individually according to the order value (gross value of goods):

Delivery periods

If no other period is indicated in the respective offer, the goods will be delivered in the Netherlands and Germany within 14 - 30 days, for deliveries abroad within 14 - 30 days after conclusion of the contract (in case of agreed advance payment after the date of your payment instruction). The delivery periods for large household appliances may differ from this and may be partial.

Please note that there is no delivery on Sundays and public holidays.

If you have ordered items with different delivery times, we will send the goods in one shipment unless we have made different arrangements with you. In this case, the delivery time is determined by the item with the longest delivery time that you have ordered.

Accepted payment methods

- Prepayment by bank transfer

If you have any questions, please find our contact details in the imprint.

Rights of use of brand names, images and picture and sound recordings

"FEELWARE" is a registered word mark and protected by intellectual property laws in the European Union and the United States. Non-authorised use of the "FEELWARE" trademark and the Feelware logo is an infringement of property rights. Authorisation to use the Feelware trademark or the Feelware logo can only be granted in writing.

Feelware BV is the author of the texts, images and recordings used or holds rights of use to the texts, images and image and sound recordings used on this website. The non-authorised use of the texts, images and picture and sound recordings constitutes an infringement of property rights. Authorisation to use the texts, images and sound recordings can only be granted in writing.

Violation or circumvention of the property rights, copyrights and rights of use will be prosecuted.

Right of withdrawal for goods

Right of withdrawal for consumers for goods

(A consumer is any natural person who enters into a legal transaction for purposes that are predominantly outside his or her trade, business or profession).

Cancellation policy

Right of withdrawal

You have the right to cancel this contract within 14 days without giving any reason.

The revocation period is 14 days from the day

- you or a third party named by you, who is not the carrier, have taken possession of the goods, if you have ordered one or more goods as part of a uniform order and these are delivered uniformly;

- on the day on which you or a third party named by you, who is not the carrier, have taken or has taken possession of the last goods, if you have ordered several goods as part of a single order and these are delivered separately;

- on the day on which you or a third party named by you, who is not the carrier, have taken possession of the last partial consignment or the last piece, if you have ordered goods that are delivered in several partial consignments or pieces;

In order to exercise your right of withdrawal, you must inform us (Feelware BV, Kloosterweg 1, 6412 CN Heerlen, Fax.: +4924198096748, E-mail address: hallo@feelware.eu) by means of a clear declaration (e.g. a letter sent by post, fax or e-mail) of your decision to withdraw from this contract. You may use the enclosed model withdrawal form for this purpose, which is, however, not mandatory.

To comply with the withdrawal period, it is sufficient for you to send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

Consequences of the revocation

If you withdraw from this contract, we must refund all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the cheapest standard delivery offered by us), without delay and at the latest within 14 days from the day on which we received the notification of your withdrawal from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged for this repayment.

We may refuse to refund you for goods that can be sent by parcel post until we have received these goods back or until you have provided proof that you have returned these goods, whichever is the earlier.

We will collect the goods that cannot be sent by parcel post.

You must return or hand over the goods that can be sent by parcel post to us without undue delay and in any case no later than 14 days from the day on which you notify us of the cancellation of this contract. The deadline shall be deemed to have been met if you send the goods that can be shipped as a parcel before the expiry of the 14-day period.

You shall bear the direct costs of returning goods that can be sent by parcel post and the direct costs of returning goods that cannot be sent by parcel post. The costs for goods that cannot be sent by parcel post are estimated at a maximum of around EUR 150.

You only have to pay for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary for checking the condition, properties and functioning of the goods.

Reasons for exclusion or expiry

The right of withdrawal does not apply to contracts

- for the delivery of goods which are not prefabricated and for the production of which an individual selection or determination by the consumer is decisive or which are clearly tailored to the personal needs of the consumer;

- for the delivery of goods that can spoil quickly or whose expiry date would be quickly exceeded;

- for the delivery of newspapers, periodicals or magazines with the exception of subscription contracts.

The right of withdrawal expires prematurely in the case of contracts for the delivery of

- for the delivery of sealed goods which are not suitable for return for reasons of health protection or hygiene if their seal has been removed after delivery;
- for the delivery of goods if they have been inseparably mixed with other goods after delivery due to their nature;
- for the delivery of audio or video recordings or computer software in a sealed package if the seal has been removed after delivery.

Model cancellation form

(If you wish to cancel the contract, please complete and return this form).

- To Feelware BV, Kloosterweg 1, 6412 CN Heerlen, e-mail address: hallo@feelware.eu ; fax: +4924198096748:

- I/we (*) hereby revoke the contract concluded by me/us (*) for the purchase of the following goods.

- Ordered on (*)/ received on (*)

- Name of the consumer(s)

- Address of the consumer(s)

- Signature of the consumer(s) (only in case of paper communication)

- Date(s)

(*) Delete where inapplicable.

Right of withdrawal for services

Right of withdrawal for consumers for services

(A consumer is any natural person who enters into a transaction for purposes that are predominantly outside his or her trade, business or profession).

Cancellation policy

Right of withdrawal

You have the right to cancel this contract within fourteen days without giving any reason.

The revocation period is fourteen days from the day of the conclusion of the contract.

In order to exercise your right of withdrawal, you must inform us (Feelware BV, Kloosterweg 1, 6412 CN Heerlen, telephone number: +4924198096740, e-mail address: hallo@feelware.eu, fax: +4924198096748) by means of a clear declaration (e.g. a letter sent by post, fax or e-mail) of your decision to withdraw from this contract. You can use the attached model withdrawal form for this purpose, which is, however, not mandatory.

In order to comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

Consequences of cancellation

If you withdraw from this contract, we must repay you all payments that we have received from you, including the delivery costs (with the exception of the additional costs resulting from the fact that you have chosen a type of delivery other than the cheapest standard delivery offered by us), without delay and at the latest within fourteen days from the day on which we received the notification of your withdrawal from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees because of this repayment.

If you have requested that the services begin during the withdrawal period, you must pay us a reasonable amount corresponding to the proportion of the services already provided up to the time you notify us of the exercise of the right of withdrawal with regard to this contract compared to the total scope of the services provided for in the contract.

Reasons for exclusion or expiry

The right of withdrawal does not apply to contracts for the provision of services related to leisure activities if the contract provides for a specific date or period for the provision.

The right of withdrawal shall expire in the case of a contract for the provision of services if the trader has fully performed the service and has only started to perform the service after the consumer has given his express consent to this and at the same time confirmed his knowledge that he will lose his right of withdrawal upon full performance of the contract by the trader.

Model withdrawal form (If you wish to withdraw from the contract, please complete and return this form).

- To Feelware BV, Kloosterweg 1, 6412 CN Heerlen, E-mail address: hallo@feelware.eu, Fax: +4924198096748

- I/we (*) hereby revoke the contract concluded by me/us (*) for the provision of the following service (*)

- Ordered on (*)/ received on (*)

- Name of consumer(s)- Address of consumer(s)

- Signature of consumer(s) (only in case of paper communication)

- Date(s)

(*) Delete where inapplicable.

Information on battery disposal

Information on battery disposal

In connection with the sale of batteries or the delivery of devices containing batteries, we are obliged to inform you of the following:

As the end user, you are legally obliged to return used batteries. You can return used batteries that we stock or have stocked as new batteries free of charge to our head office (Feelware BV, Kloosterweg 1, 6412 CN Heerlen, the Netherlands).

The symbols shown on the batteries have the following meaning:

The symbol of the crossed-out dustbin means that the battery must not be placed in the household waste.

Pb = Battery contains more than 0.004% lead by mass.

Cd = battery contains more than 0.002 mass percent cadmium

Hg = Battery contains more than 0.0005% mercury by mass.

Please observe the above instructions.