

General sales and delivery terms and conditions of Good Life BV.

Good Life BV, Coolhaven 236 (BG), 3025AN Rotterdam, The Netherlands

art. 1. Applicability

1. These terms and conditions apply to the legal relationship between Good Life B.V., (hereinafter referred to as: Supplier) and the (legal) person who purchases goods or wishes to purchase goods (hereinafter referred to as: customer) and form part of all agreements to be concluded between the Supplier and the customer.
2. The applicability of general (purchasing) terms and conditions of the customer is explicitly rejected by the Supplier.
3. These terms and conditions apply to and are therefore part of all offers and acceptances, advice, activities, agreements, and all resulting obligations.
4. Amendments and additions to any provision in an agreement and/or these terms and conditions only apply if they have been laid down in writing by the Supplier and only relate to the relevant agreement.

art. 2. Offers/quotations/advice

1. An offer or (price) statement is not binding on the Supplier and only serves as an invitation to place an order. All statements by the Supplier of numbers, specifications, and/or other indications of the goods are made with care, but the Supplier cannot be held to obvious errors.
2. Offers remain valid during the period to be indicated by the Supplier. If no term is stated, offers from the Supplier are entirely without obligation.
3. Advice is without obligation and is based on the information provided by the customer.
4. In the event that the Supplier has to incur costs of any nature whatsoever for making quotations or providing advice, the Supplier is entitled to charge the actual costs incurred to the customer.
5. Sending offers and/or documentation does not oblige the Supplier to deliver or accept any order.
6. The Supplier reserves the right to refuse assignments or orders without stating reasons or to deliver using cash on delivery, without becoming liable for damages.

art. 3. Agreement

1. With due observance of the following, an agreement with the Supplier is only concluded after the Supplier has explicitly confirmed an assignment and/or order (in writing or otherwise) or tacitly commences the execution. The written order confirmation from the Supplier is deemed to represent the agreement correctly and completely.
2. Any additional agreements or changes to the agreement made after the conclusion of the agreement, deviations from these terms and conditions, as well as agreements and/or promises by employees of the Supplier, sellers, agents, representatives, or other auxiliary or intermediaries of the Supplier, will bind the Supplier only if these have been confirmed in writing by the Supplier.

3. The Supplier undertakes towards the customer to deliver the services and/or goods in the description, quality and quantity as further described in the (possibly later amended) order confirmation.

art. 4. Prices

1. All prices quoted by the Supplier are net and exclusive of turnover tax and other levies imposed by the government and exclusive of additional costs for packaging, transport, delivery, and insurance.

2. Unless stated otherwise, all quotations are subject to price changes.

3. In the event of an increase in one or more cost price factors, the Supplier is entitled to increase the order price accordingly, with due observance of the existing statutory regulations.

4. If changes lead to an increase or decrease in the costs, a resulting change in the purchase price must be agreed upon in writing between the parties.

art. 5. Security of payment

1. The Supplier is entitled to request a deposit of at least 50% when entering into the agreement.

2. If there is reasonable doubt on the part of the Supplier about the payment capacity of the customer, the Supplier is entitled to postpone the delivery of the goods until the customer provides sufficient security for the fulfillment of the payment obligations under the agreement, for example by means of a bank guarantee. The customer is liable for the damage suffered by the Supplier as a result of this delayed delivery and the costs of providing security.

art. 6. Payment

1. Payment shall be made at the discretion of the Supplier either immediately by prepayment, cash/cash on delivery, or within 14 days of the invoice date by deposit into a bank or giro account to be designated by the Supplier.

2. If the payment is received by the Supplier within eight days of the invoice date, the customer who does not act as a consumer is entitled to a discount of 2% of the invoice amount excluding VAT.

3. Each payment by the customer primarily serves to settle the interest owed as well as the collection costs and/or administration costs incurred by the Supplier and will then be deducted from the oldest outstanding claim.

4. The customer is not entitled to rely on suspension or settlement.

5. Complaints on any invoice must be submitted to the Supplier in writing, accompanied by a proper explanation, within 14 days of the invoice date, failing which the customer's right of complaint will lapse.

6. Complaints regarding goods delivered or invoices received never release the customer from their obligation to pay in time.

7. The customer is in default by the expiry of the payment term, without further summons or notice of default.

8. If an invoice remains unpaid in whole or in part within the aforementioned payment term and after the invoice date, the Customer will owe the Supplier interest equal to the statutory commercial interest, based on Article 6: 119a of the Dutch Civil Code plus 2% per year on the principal sum.

9. In case of extrajudicial collection or attempt to do so, the customer will owe collection costs in accordance with the Collection Costs Act (wik) in addition to the principal sum and interest.

Article 7. Cancellation

1. If the customer indicates that he will not fulfill his contractual obligations or if it appears from other behavior that he will not fulfill his contractual obligations, the customer will immediately and without notice of default owe a cancellation fee to the Supplier.

2. The cancellation fee as referred to in paragraph 1 amounts to, if the customer:

- cancels more than 3 months before the date on which the goods are to be delivered: 30% of the order amount;
- cancels less than 3 months but more than 2 months before the date on which the goods are to be delivered: 40% of the order amount;
- cancels less than 2 months before the date on which the goods are to be delivered: 90% of the order amount.

3. Custom-made or ordered goods for the customer cannot be canceled by the customer.

4. The provisions of paragraph 2 do not affect the ability of the Supplier to claim full compensation from the customer instead of the cancellation fee, insofar as the actual damage exceeds the stipulated fee.

5. The provisions of paragraphs 1 and 2 do not affect the legal possibilities of the Supplier.

art. 8. Retention of Title

1. Notwithstanding the actual delivery, all goods remain the property of the Supplier until all amounts, that the customer owes or will owe to the Supplier under any agreement, have been paid in full.

2. Before ownership of the goods is passed to the customer, the customer is not entitled to rent out the goods or to give them out for use, to pledge, or otherwise encumber them. The customer is obliged to ensure careful handling and is only entitled to sell or deliver the goods delivered to third parties insofar as this is necessary in the context of its normal business operations.

3. As long as the Supplier is the owner of the goods, the customer will immediately inform the Supplier when the goods are or are likely to be seized or if (any part of) the goods are otherwise claimed. In addition, the customer will inform the Supplier on request where the goods are located. In the event of seizure, (provisional) moratorium, bankruptcy or debt rescheduling, the customer will immediately inform the attaching bailiff, the administrator, or the receiver of the (property) rights of the Supplier.

4. In the event that the customer does not or not timely fulfill any obligations under the agreement, the Supplier is authorized to take back the goods without notice of default and without judicial intervention. The customer is obliged to cooperate with this under penalty of forfeiture of a fine of €250 per day or part of a day that the customer does not cooperate.

5. The same right as referred to in the previous paragraph accrues to the Supplier if the customer is declared bankrupt during the payment term, applies for a moratorium, makes a debt rescheduling proposal, an administrator is appointed, his assets are seized or is otherwise having payment difficulties. The Supplier is then entitled to suspend (further) delivery until the customer has provided adequate payment security within 2 working days, failing which the Supplier is entitled to take back the delivered goods without judicial intervention.

6. Taking back in accordance with the provisions of this article does not affect the Supplier's right to compensation under the rules that apply in the event of an attributable shortcoming in the fulfillment of an obligation.

art. 9. Delivery

1. Unless otherwise agreed in writing, delivery takes place at the Supplier's company/shop/warehouse. When the goods leave the Supplier's company/shop/warehouse, the risk of the goods transfers to the customer. Free delivery only takes place if and insofar as this is indicated by the Supplier, on the order confirmation, invoice, or otherwise.

2. The customer is obliged to check the delivered goods and/or the packaging immediately upon delivery for shortages and/or damage, or to carry out this check after notification from the Supplier that the goods are available to the customer.

3. The Supplier is entitled to make partial deliveries and partial invoices.

4. If the customer observes shortages and/or damage to the delivered goods, the customer is obliged to have this stated on the delivery note or the transport documents and to notify the Supplier thereof in writing no later than the next working day, under penalty of forfeiture of rights. The administration of the Supplier is decisive in this respect.

5. Delivery time is understood to mean the agreed term within which the obligation arising from the agreement must be performed.

6. The delivery time starts at the moment that the Supplier sends the order confirmation and is in possession of all materials and data, regardless of whether these are to be provided by the customer or by third parties.

7. The specification of the delivery time is approximate. The Supplier tries to meet the agreed delivery time, but if it is exceeded, the Supplier will not be in default.

8. If, when entering into the agreement, it is expressly stipulated in writing that delivery must take place before or on a specific day, the customer is only entitled to terminate the agreement for the part that has not been performed if the delivery period is exceeded.

9. If the goods are not accepted by the customer, the Supplier will store them at the expense and risk of the customer. After a period of two weeks, the Supplier is entitled to the private sale thereof and to set off the proceeds thereof against its claim. Any lesser proceeds as well as the costs are fully for the account of the customer.

art. 10. Transport and risk

1. The Supplier has the right to choose the method of transport, shipping and/or packaging. The Supplier undertakes towards the customer to package the goods properly and in the usual manner so that they reach their destination in good condition during normal transport.

2. The goods are transported at the expense and risk of the customer, even if the carrier requires that the name of the Supplier must be stated on waybills, transport addresses, etc.

3. All shipping costs to be incurred by the Supplier for orders under € 200 are at the expense of the customer. Shipping costs for orders above € 200 will not be passed on to the customer.

4. Any transport insurance must be provided by the customer at his own expense.

5. The goods will be delivered by the Supplier or sent for delivery to the agreed place or places in the manner specified in the order or subsequently agreed.

6. If the Supplier has made platforms, packing cases, crates, pallets, containers, etc. available for packaging and transport or has them made available by a third party - whether or not against payment of a deposit - the customer is obliged to return these materials to the address specified by the Supplier, failing which the customer will owe compensation to the Supplier. Single-use (disposable) packaging must be disposed of by the customer.

art. 11. Force majeure

1. The delivery period referred to in Article 8 will be extended by the period during which the Supplier is hindered in fulfilling its obligations by force majeure. Force majeure is understood to mean: any circumstance beyond the control of the Supplier or unforeseeable, as a result of which fulfillment of the agreement can no longer reasonably be expected.

2. In the above context the following is also considered as force majeure:

- malfunction in the business of the Supplier, or obstacles which prevent the normal execution of the agreement, make it costly or inconvenient;
- strike, illness or accident of personnel charged with the execution of the order;
- impediment for whatever reason of the suppliers of the Supplier, from whom the Supplier obtains the goods;
- war, danger of war, riots, natural disasters, fire, transport disruptions, import and export restrictions, government measures that affect the execution of the order, as well as all other unforeseen events in the business of the Supplier or in the companies from which the Supplier obtains goods, which are related to the order;
- delayed or incorrect delivery for whatever reason, provided that the goods have been ordered by the Supplier on time and in the correct manner.

3. Force majeure on the part of the Supplier also applies if, after the closing of the agreement, the Supplier is hindered in fulfilling its obligations under this agreement or in completing the preparations for fulfillment as a result of war, danger of war, civil war, terrorism, riots, molest, pandemic (or danger thereof), fire, water damage, flooding, strike, company staffing, lockout, import and export barriers, governmental measures, machine failures, power supply failures, all in the Supplier's business and that of third parties from whom the Supplier must receive all or part of the necessary materials or raw materials, as well as in storage or during transport, whether or not managed by the Supplier, and further due to all other causes outside the fault of the Supplier.

4. In the event of force majeure, the customer will give the Supplier the opportunity to fulfill its obligations for one month after the agreed date on which the goods should have been delivered. If the force majeure situation persists, the Supplier has the right to demand that the order be amended in such a way that it is feasible. If the latter is not reasonably possible, the parties each have the right to consider the agreement dissolved. In that case, the Supplier is only entitled to reimbursement of the costs it has incurred. In case of dissolution due to force majeure in accordance with this article, neither party is obliged to pay compensation.

art. 12. Resale

1. In the event of resale to a reseller, the customer is not authorized to export the goods to countries outside the country of delivery.

2. If and insofar as the customer wishes to resell the goods obtained from the Supplier to a reseller, prior written consent of the Supplier must have been obtained for this.

3. In the event of resale, the customer is obliged to impose the obligation on their buyer that they will not export the goods to other countries and to ensure that such an export ban is imposed on all subsequent commercial buyers.

4. The Supplier has invested a great deal in a luxurious/exclusive appearance of the goods and only offers the goods through authorized resellers. The customer will only sell the goods through its own physical stores and its own webshop. Without the prior written consent of the Supplier, the customer is not permitted to offer the goods through other distribution platforms on which several parties offer goods (such as Bol.com, Amazon, eBay) or to deliver goods to a party that offers these goods through such distribution platforms. The customer undertakes to provide an overview of the (online) sales channels on which the goods delivered or to be delivered by the Supplier have been or will be offered at the Supplier's first request.

5. In the event of resale, the customer is obliged to cooperate with and to join in with sales-promoting measures that the Supplier takes and about which it will inform the customer in good time in each case. These sales-promoting measures may include advertising, a particular display on the customer's premises, trade-in promotions, other promotions, presentations, etc.

6. The customer is authorized to affix his own trademark on the packaging of the goods, but is not permitted to do so in such a way that the Supplier's factory mark is no longer visible or is altered or the luxurious appearance of the goods is damaged.

7. The customer who acts in violation of any provision of this article will forfeit in favor of the Supplier a fine of € 5,000 per violation and € 500 per day that a violation continues once it has commenced, without prejudice to the right of the Supplier to (additional) compensation.

art. 13. Claims/warranty

1. With due observance of the provisions below, the Supplier guarantees that the goods and/or services it supplies are sound and of such quality that they meet the requirements that can reasonably be imposed on goods of the type supplied.

2. The Supplier does not guarantee that the goods are suitable for the purpose for which the customer wishes to use them, not even if this purpose has been or should have been made known to the Supplier, unless otherwise agreed in writing between the parties.

3. Guarantee with regard to goods or services that the Supplier has obtained from third parties for the performance of the agreement with the customer does not go beyond the guarantee given to the Supplier by those third parties.

4. Defects that arise from any act or failure to act, or late or improper fulfillment of any obligation by the customer or by third parties, or due to any external cause, which the Supplier cannot reasonably be charged with, are not covered by the warranty given by the Supplier.

5. If the customer invokes the warranty, the Supplier is entitled to inspect the delivered goods or have them inspected to determine whether that appeal is justified or not. If, in the opinion of the Supplier, the guarantee has been correctly invoked, it will credit the customer compensation that is never higher than the amount invoiced for those goods, or have the defective goods repaired, or take them back and replace them with proper goods, all this at the option of the Supplier.

6. No guarantee applies with regard to defects in the delivered goods, if these are the direct or indirect result of wear and tear, careless use, any damage-causing event occurring after the performance of the Supplier or of a change made or activity performed to the delivered goods by a person other than the Supplier.

7. A claim under warranty must be submitted to the Supplier in writing and with a proper explanation as soon as possible, but in any case within one week after the manifestation of the defect, failing which the right to warranty will lapse.

art. 14. Damage and Liability

1. The Supplier is not liable for the consequences of incorrect information and advice from its employees and the (auxiliary) persons and suppliers contracted by the Supplier, as well as for errors in leaflets, brochures, models or other advertising material.

2. Subject to mandatory provisions of law regarding (product) liability, the Supplier is not obliged to pay compensation of any kind, directly or indirectly, including loss of profits to movable or immovable assets, or to persons, both at the customer and at third parties.

3. If it is established in law that the Supplier is liable, its liability is at all times limited to the direct damage and to the invoice amount of the goods delivered to which the liability relates.

4. These liability limitations are also stipulated for the benefit of the employees, auxiliary persons, transporters and suppliers contracted by the Supplier.

5. The customer is obliged to indemnify the Supplier against all claims from third parties, by whatever name and on whatever ground.

art. 15. Distance contract with the Consumer

1. For the customer who acts in the capacity as a consumer (natural person who does not act for purposes related to his trade, business, craft or professional activity) who buys the goods online (distance contract) apply the provisions below in addition to/deviation of these terms and conditions.

2. The consumer can dissolve an agreement for the purchase of a product without stating reasons during a period of reflection of fourteen (14) days.

3. The period of reflection referred to in paragraph 2 starts on the day the product is received by the consumer or by a third party designated by the consumer in advance, who is not the carrier, or:

a. if the consumer has ordered multiple products in the same order: the day on which the consumer or a third party designated by the consumer has received the last product. The Supplier may refuse an order for several products with different delivery times;

b. if the delivery of a product consists of different shipments or parts: the day on which the consumer or a third party designated by the consumer has received the last shipment or the last part;

c. for agreements for the regular delivery of products during a given period: the day on which the consumer or a third party designated by the consumer has received the first product.

4. During the period of reflection referred to in paragraph 2, the consumer shall handle the product and the packaging with care. They will only unpack or use the product to the extent necessary for establishing the nature, the characteristics and the function of the product. The

guiding principle is that the consumer may only handle and inspect the product in the way in which one may do so in a shop. Worn, damaged, washed or dirty goods will not be taken back.

5. If the consumer exercises the right of withdrawal, the consumer notifies the Supplier of this within the period of reflection by means of the model form for withdrawal or in another unambiguous manner. As soon as possible, but within 14 days from the day following the notification referred to before, the consumer will return the product with all accessories, in its original condition and packaging and in accordance with the return instructions provided by the Supplier. The risk and the burden of proof for the correct and timely exercise of the right of withdrawal fall on the consumer. The consumer shall bear the direct costs of returning the product.

6. If the consumer exercises their right of withdrawal, all additional agreements end by operation of law.

7. The current shipping costs and shipping times are stated on the website.

art. 16. Other

1. The goods delivered by the Supplier are exclusively intended for standard commercial use in the country of delivery.

2. The rights and obligations of the customer are not transferable without the prior written consent of the Supplier. The goods delivered by the Supplier are not subject to pledge or any other security. This clause is effective in accordance with property law.

3. The customer will refrain from (attempted) recruitment of employees of the Supplier who are involved in the execution of the agreement, as well as from doing business with the auxiliary persons and suppliers engaged by the Supplier, under penalty of forfeiture of a fine of € 10,000 per violation and € 1,000 per day that a violation continues once it has commenced.

4. The Supplier is authorized, at its discretion, to substitute current models/goods or parts for old or obsolete goods.

5. The legal relationship between the customer and the Supplier is exclusively governed by Dutch law. Applicability of the Vienna Convention (CISG) is excluded.

6. All disputes - including disputes regarding the interpretation of these general terms and conditions - will be settled exclusively by the designated court in Rotterdam, unless the Supplier chooses the legally designated court or the subdistrict court has absolute jurisdiction.