

# GENERAL TERMS AND CONDITIONS JULY 13, 2022

## 1. Definitions

- 1.1. Except as otherwise provided, the following terms and expressions shall have the meanings shown below:
  - **Extreme Sports Shop:** the private company BTF B.V. trading under the name of Extreme Sports Shop having its registered office in Rotterdam, located at Broekstraat 5 (7031 ET) Wehl, operating under NL862972681B01
  - **Consumer:** the natural person who does not act for purposes related to his trade, business, craft or professional activity;
  - **Agreement:** an agreement whereby the Consumer acquires Product(s) and these Product(s) are supplied by Extreme Sports Travel;
  - **Product(s):** goods sold on the website of Extreme Sports Travel, excluding shop-in-shop products sold on the website of Extreme Sports Travel.

## 2. Identity Extreme Sports Shop

- 2.1. The private company BTF B.V., trading under the name of Extreme Sports Shop. Visiting address: Koning Willem-Alexanderlaan 33, 2761 HK, Zevenhuizen (Rotterdam) the Netherlands Email: info@extremesportsshop.nl Phone number: 0031623188340. VAT registration number: NL862972681B01. Chamber of Commerce number: 77622073.

## 3. Applicability

- 3.1. These general terms and conditions are applicable to every offer, order and Agreement of Extreme Sports Shop, unless Extreme Sports Shop agrees to other conditions in writing.
- 3.2. By placing an order with Extreme Sports Shop, Consumer expressly agrees to the applicability and content of these general terms and conditions. Deviation from these general terms and conditions shall only be valid if explicit agreed in writing.
- 3.3. If one or more provisions in these general terms and conditions are void or voidable, the other provisions will remain fully enforceable. In such case Extreme Sports Shop and Consumer will enter into consultation in order to agree on new provisions to replace the void or voidable provisions, whereby the purpose and scope of the original provision must be observed as much as possible.

## 4. The offer

- 4.1. All offers made by Extreme Sports Shop are offers without obligation. Extreme Sports Shop is entitled to change prices, in particular if this is necessary on the basis of (legal) regulations.
- 4.2. If an offer has a limited period of validity or is made subject to conditions, this will be explicitly stated in the offer.
- 4.3. The offer contains a complete and accurate description of the offered Product. The description is sufficiently detailed to enable Consumer to make a proper assessment of the offer. If Extreme Sports Shop uses images, these are a true representation of the Product. Obvious mistakes ("*kennelijke vergissing*" / "*kennelijke fout*") or obvious errors in the offer do not bind Extreme Sports Shop.
- 4.4. Each offer contains such information that it is clear to the Consumer what rights and obligations are attached to the acceptance of the offer.

## 5. The Agreement and payment

- 5.1. The Agreement between Consumer and Extreme Sports Shop in relation to the Product ordered does not come into effect until the acceptance by the Consumer of the offer and compliance with the conditions set.
- 5.2. If Consumer has accepted the offer electronically, Extreme Sports Shop will immediately electronically confirm the receipt of acceptance of the offer. As long as the receipt of acceptance has not been confirmed by Extreme Sports Travel, the Consumer may terminate ("*ontbinden*") the agreement.
- 5.3. The amount due can be paid via Ideal, PayPal, and Bancontact/Mistercash Extreme Sports Shop accepts IDEAL payments via ABN Amro/ASN Bank/Rabobank/ING bank/Regio Bank/SNS Bank/Van Landschot.
- 5.4. If the Agreement is concluded electronically, Extreme Sports Shop shall take appropriate technical and organizational measures to secure the electronic transfer of data and shall ensure a secure web environment.

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- 5.5. Extreme Sports Shop may inform whether Consumer can meet his payment obligations. If, on the basis of this investigation, Extreme Sports Shop has sound reasons not to enter into the Agreement, Extreme Sports Shop is entitled to decline the order or request extra information, stating reasons. Extreme Sports Shop may also attach special conditions to the performance of the Agreement.

### **6. Right of withdrawal**

- 6.1. Consumer may terminate ("*ontbinden*") the Agreement regarding the purchase of a Product without giving reason during the cooling-off period of fourteen (14) days. Extreme Sports Shop may ask the Consumer for the reason of withdrawal, but Consumer is not obliged to state his reason(s).
- 6.2. The cooling-off period referred to in article 6.1 shall begin the day after Consumer, or a third party other than the carrier and indicated in advance by the Consumer, has received the Product, or:
- if Consumer has ordered several Products in the same order: the day on which Consumer, or a third party designated by him, has received the last Product. Extreme Sports Shop may refuse an order of multiple Products with a different delivery time;
  - if the delivery of a Product consists of several consignments or parts: the day on which Consumer, or a third party designated by him, received the last consignment or part.
- 6.3. Sealed Products which are not suitable for return for reasons of health protection or hygiene and whose seal has been broken after delivery are excluded from the right of withdrawal.

### **7. Obligations of Consumer**

- 7.1. During the cooling-off period, Consumer is obliged to handle the Product and packaging with care. Consumer may only unpack or use the Product to the extent necessary to determine the nature, characteristics and functioning of the Product.

### **8. Exercise of the right of withdrawal**

- 8.1. If Consumer uses the right of withdrawal, he shall report this to Extreme Sports Shop within the cooling-off period by means of the model withdrawal form. Extreme Sports Shop shall send a confirmation of receipt after receipt of the model withdrawal form without delay.
- 8.2. As soon as possible, but within fourteen (14) days from the day following the notification referred to in article 8.1, Consumer shall return the Product, or hand it over to Extreme Sports Shop.
- 8.3. Consumer shall bear the direct costs of returning the Product.
- 8.4. Consumer shall return the Product with all delivered accessories, in original condition and packaging and by sending a copy of the relevant invoice.
- 8.5. The risk and burden of proof for the correct and timely exercise of the right of withdrawal lies with Consumer.

### **9. Obligations of Extreme Sports Shop**

- 9.1. Extreme Sports Shop shall reimburse all payments, exclusive shipping costs, made by Consumer if the Product is unused and undamaged and has been returned on time and correctly, at the latest within thirty (30) days after the Product has been returned.
- 9.2. Extreme Sports Shop shall use the same means of payment that Consumer has used for the refund, unless Consumer agrees to a different method. The refund is free of charge for Consumer.
- 9.3. Extreme Sports Shop reserves the right to refuse returned Product(s) or to reimburse only part of the amount already paid if the Product has visibly diminished in value as a result of Consumer using or damaging it. In that case Extreme Sports Shop is entitled to deduct this reduction in value from the amount to be refunded to Consumer.

### **10. The price**

- 10.1. All prices listed on the Extreme Sports Shop website are in euros, including 21% VAT and excluding handling and shipping costs, any taxes or other charges, unless stated otherwise or agreed in writing.
- 10.2. The shipping costs charged for shipments abroad differ per country, see <https://www.myparcel.nl/kosten-pakket-versturen>

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- 10.3. If Consumer orders more than one Product, the shipping costs remain the same.
- 10.4. As long as the Agreement has not been concluded, Extreme Sports Shop is entitled to change the prices and further conditions.
- 10.5. If the prices of the offered Product increases in the period between the time that Consumer orders and the execution of the order by Extreme Sports Shop, Consumer has the right to cancel the order or to dissolve ("*ontbinden*") the Agreement within fourteen (14) days after notification of the price increase by Extreme Sport Shop. If Extreme Sports Shop does not receive a notification from Consumer within this period of fourteen (14) days, Consumer will be deemed to agree to the price increase.

### 11. Warranties

- 11.1. Extreme Sports Shop guarantees that the Product sold and delivered to Consumer meets the usage requirements that can reasonably be set with regard to the Product on delivery. Consumer is obliged to investigate with due speed after delivery of the ordered Product complies with the Agreement. Consumer is furthermore obliged to notify Extreme Sports Shop immediately but no later than fourteen (14) days after delivery of any defects found. If Consumer fails to do so, Extreme Sports Shop is deemed to have fully complied with its obligations under the Agreement.
- 11.2. Without prejudice to the provisions of this article, there can be no warranty if the wear and tear on the Product can be considered normal and further in the following cases:
  - if changes have been made in or to the Product, including repairs that have not been carried out with the permission of Extreme Sports Shop or the manufacturer;
  - if defects in the goods are the result of non-intended use or improper use and/or incorrect installation by an authorized person;
  - if damage to the Product is caused by intent, gross negligence or negligence on the part of Consumer;
  - exposure to moisture, extreme heat or sunlight, or extreme cold.
- 11.3. Extreme Sports Shop assesses the complaints and determines how complaints are handled. Complaints submitted to Extreme Sports Shop will be answered within a period of fourteen (14) days from the date of receipt. If a complaint requires a foreseeable longer processing time, Extreme Sports Shop will reply within fourteen (14) days with a notice of receipt and an indication when Consumer can expect a more detailed answer.
- 11.4. If Extreme Sports Shop decides that the complaint is justified, she will act in accordance with any factory and/or wholesale guarantee or the complaint will be resolved.
- 11.5. Consumer must in any case give Extreme Sports Shop four (4) weeks to resolve the complaint by mutual Agreement. After this period a dispute arises that is subject to the dispute settlement.

### 12. Delivery

- 12.1. Extreme Sports Shop will take the greatest possible care when receiving and implementing orders for Product(s).
- 12.2. The place of delivery is the address that Consumer makes known to Extreme Sports Shop.
- 12.3. With due observance of what is stated in article 4 of these general terms and conditions, Extreme Sports Shop will execute accepted orders expeditiously, but no later than thirty (30) days, unless a different delivery period has been agreed. If the delivery is delayed, or if an order cannot (or only partially) be executed, Consumer will be notified of this no later than thirty (30) days after placing the order. In that case, Consumer has the right to terminate ("*ontbinden*") the Agreement without costs.
- 12.4. Extreme Sports Shop is not liable for damages, delays, incomplete or loss of Product(s) caused by Post NL
- 12.5. Extreme Sports Shop is not liable for any damage whatsoever as a result of exceeding the announced delivery times.

### 13. Liability

- 13.1. Extreme Sports Shop is not liable for any indirect damage to Consumer or third parties (including consequential damage, loss of turnover and profit, loss of data and immaterial

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damage), related to or arising from the Agreement or the use of the Product ordered by Consumer.

- 13.2. Without prejudice to what is stipulated elsewhere in the general terms and conditions, the liability of Extreme Sports Shop towards Consumer, for whatever reason, is limited per event (whereby a related series of events counts as one event) to the purchase amount of the Product concerned.
- 13.3. Extreme Sports Shop is not liable for the non-functioning or insufficient functioning of the website, the telecommunication infrastructure and/or other errors in the communication or possible consequences thereof. The content of the Extreme Sports Shop's website as well as the content of all other expressions of the Extreme Sports Shop on the internet has been compiled with the greatest care. However, Extreme Sports Shop cannot give any guarantees regarding the nature, correctness or content of that information. Extreme Sports Shop is therefore not liable for any errors, inaccuracies, misunderstandings, delays or unclear transmission of orders and communications as a result of the use of the internet or any other (electronic) means of communication in the traffic between Consumer and Extreme Sports Shop, or for the consequences of the use of the information in question. Extreme Sports Shop also excludes any liability with regard to advice it gives and answers to questions, except in the case of intent or gross negligence on the part of Extreme Sports Shop.

### **14. Force Majeure**

- 14.1. In a situation of force majeure, the obligations of Extreme Sports Shop are suspended. If the period in which the force majeure occurs is longer than two months, both Consumer and Extreme Sports Shop have the right to dissolve ("*opzeggen*") the Agreement without any obligation to pay compensation. Force majeure occurs in the event of strikes, disruptions, import/export bans, natural disasters, regardless of whether this occurs at Extreme Sports Shop or at the suppliers of Extreme Sports Shop.

### **15. Applicable law**

- 15.1. Dutch law applies to the Agreement and the general terms and conditions.

### **16. Privacy**

- 16.1. Extreme Sports Shop collects personal information in the context of registration in the webshop or when subscribing to other promotions, whether or not they are commercial.
- 16.2. Information that is passed on during registration and when participating in other promotions, whether commercial or not, can be used for marketing purposes or shared with contractually bound parties. The information will then be used to improve services and to provide personalized information.
- 16.3. If personal information of Consumer may not be used, Consumer can make this known via the website. Consumer has the right to inspect and correct its data.
- 16.4. The website may contain advertisements from third parties or links to other websites. Extreme Sports Shop has no influence on the privacy policy of these third parties or their sites. Extreme Sports Shop is therefore not responsible for this.

### **17. Intellectual Property**

- 17.1. Consumer expressly acknowledges that all intellectual property rights of displayed information, communications or other expressions with regard to the Products and/or with regard to the website rest with Extreme Sports Shop, its suppliers or other entitled parties.
- 17.2. Intellectual property rights are understood to mean patent, copyright, trademark, design and design rights and/or other (intellectual property) rights, including sui generis rights to databases and topography of semiconductor Products, or other Products, and whether or not patentable technical and/or commercial know-how, methods and concepts.
- 17.3. 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 permission of Extreme Sports Shop, its suppliers or other entitled parties, unless it is purely for private use in relation to the Product itself.