

General Terms and Conditions ToExplore BV

CONSUMER SALE

Drafted on March 14, 2022.

General Terms and Conditions ToExplore BV, established in Epe, registered with the Chamber of Commerce under number 65329228.

Article 1 Definitions

In these General Terms and Conditions the following terms are used in the following meaning, unless expressly stated otherwise indicated.

General Terms and Conditions: The general terms and conditions as stated below.

ToExplore BV: ToExplore BV, registered with the Chamber of Commerce under number 65329228.

Distance selling: The agreement between the other party and ToExplore BV, whereby in the context of a system for distance selling organized by ToExplore BV, until the conclusion of the agreement only one or more techniques for distance communication, such as a website, telephone or other means of communication, are used.

Agreement: Any agreement concluded between ToExplore BV and the other party.

Product: All matters that are the subject of the agreement concluded between the Other Party and ToExplore BV.

Gift Card: A Gift Card that meets the security features, of which the other party obtains the product against surrender without payment or at a discount.

Other party: The person who has accepted these general terms and conditions and who has purchased the product.

Article 2 Scope

1. These General Terms and Conditions apply to every offer, quotation and Agreement concluded between ToExplore BV and the Other Party, unless the parties have expressly deviated from these General Terms and Conditions in writing.
2. These General Terms and Conditions also apply to agreements with ToExplore BV, for the implementation in which third parties must be involved.
3. The applicability of any purchase or other General Terms and Conditions of the Other Party is expressly rejected.
4. If it appears that one or more provisions in these General Terms and Conditions are null and void or voidable, the General Terms and Conditions will remain in force in all other respects. In the event of this situation, ToExplore BV and the Other Party will consult with the aim of agreeing new provisions to replace the void or voided provisions.
5. Deviations from the Agreement and General Terms and Conditions are only valid if they have been expressly agreed in writing with ToExplore BV.

Article 3 Offers

1. Offers are made via the webshops, unless urgent circumstances make this impossible.
2. All offers from ToExplore BV are without obligation. The offer is valid as long as stocks last.
3. ToExplore BV cannot be held to its offers if the Other Party, in terms of reasonableness and fairness and generally accepted views, should have understood that the offer or a part thereof contains an obvious mistake or error.
4. If the acceptance, whether or not on minor points, deviates from the offer included in the offer, ToExplore BV is not bound by it. The Agreement will then not be concluded in accordance with this deviating acceptance, unless ToExplore BV indicates otherwise.
5. A composite quotation does not oblige ToExplore BV to deliver part of the goods included in the offer against a corresponding part of the stated price.
6. Offers do not automatically apply to future orders or repeat orders.
7. The Agreement is concluded through timely acceptance by the Other Party of the offer from ToExplore BV.

Article 4 Execution of the agreement

1. ToExplore BV has the right to have the Agreement executed by third parties.
2. ToExplore BV has the right to execute the Agreement in phases.
3. If the Agreement is executed in phases, ToExplore BV has the right to invoice each part performed separately and to demand payment for it.
4. If the Agreement is executed in phases, ToExplore BV has the right to suspend the execution of those parts that belong to the next phase or phases until the Other Party has approved the results of the preceding phase in writing.
5. If and as long as this invoice is not paid by the Other Party, ToExplore BV is not obliged to perform the next phase and has the right to suspend the Agreement.
6. The Other Party provides ToExplore BV in a timely manner with all data or instructions that are necessary for the execution of the Agreement or which the Other Party should reasonably understand to be necessary for the execution of the Agreement.
7. If the foregoing data and instructions are not provided or are not provided on time, ToExplore BV has the right to suspend the execution of the Agreement. The additional costs incurred as a result of the delay are for the account of the Other Party.

Article 5 Prices

1. Prices are expressed in euros, including VAT and other government levies, unless indicated otherwise.
2. The prices include travel, accommodation, packaging, delivery or shipping costs and administration costs, unless indicated otherwise.
3. For shipments abroad, a surcharge will be charged and the VAT will be reversed. Surcharges are stated in the web shops.
4. ToExplore BV will provide the Other Party with a statement of all additional costs in good time before concluding the Agreement or provide information on the basis of which these costs can be calculated by the Other Party.

Article 6 Price Changes

1. If ToExplore BV agrees a fixed price with the Other Party when concluding the Agreement, ToExplore BV is entitled to increase the price, even if the price was not originally given with reservations.
2. If ToExplore BV intends to change the price, it will inform the Other Party as soon as possible.
3. If a price increase takes place within three months after the conclusion of the Agreement, the Other Party can dissolve the Agreement by means of a written statement, unless:
 - the price increase results from an authority or an obligation resting on ToExplore BV under the law;

- ToExplore BV is still willing to perform the Agreement on the basis of what was originally agreed;
 - it is stipulated that the delivery will take place more than three months after the purchase.
4. The Other Party is entitled to dissolve the Agreement if the price is increased more than three months after the Agreement has been concluded, unless the Agreement stipulates that delivery will take place more than three months after the purchase.

Article 7 Distance Selling

1. In case of distance selling, delivery must take place within thirty calendar days at the latest.
2. In the event of Distance Selling, ToExplore BV has the right to oblige the Other Party to pay a maximum of 50 percent of the price in advance.
3. In the case of distance selling, the Other Party has the right to revoke the Agreement during fourteen calendar days after receipt of the goods delivered by ToExplore BV, without stating reasons.
4. In the case of Distance Selling, the Other Party has the right to revoke the Agreement after thirty calendar days if ToExplore BV has not delivered the product within thirty calendar days, unless the parties have agreed on a different delivery term.
5. If ToExplore BV has not complied with its information obligation or has not provided data in the correct form, the Other Party has the right to dissolve the Agreement during three months after receipt of the goods delivered by ToExplore BV, without stating reasons. If ToExplore BV still complies with the obligation to provide information in those three months, the term of fourteen calendar days will start to run from the day after it has complied with that obligation.
6. If the Other Party has made use of its right of withdrawal, the Other Party is obliged to return the goods within 14 calendar days because the Other Party has informed ToExplore BV that it is withdrawing from the agreement.
7. If the goods are not available, ToExplore BV will inform the Other Party as soon as possible and ToExplore BV will refund the deposited amount within fourteen calendar days at the latest. If ToExplore BV and the Other Party agree that an item of similar quality and price may be delivered, the return shipping costs will be borne by ToExplore BV. The foregoing only applies if the Other Party makes use of its right of withdrawal during the cooling-off period.
8. The provisions of this article do not apply if the Agreement relates to:
 - products whose price is subject to fluctuations in the financial market on which ToExplore BV has no influence and which occur within the withdrawal period;
 - sealed products of which the Other Party has broken the seal;
 - hygienic products of which the Other Party has broken the seal;
 - products that are delivered within the cooling-off period with the consent of the Other Party;
 - products that cannot be returned due to their nature;
 - products that can spoil or age quickly;
 - products of a personal nature;
 - custom made products.

Article 8 Return Policy

1. The Other Party can revoke the Agreement via the standard withdrawal form placed by ToExplore BV or in a manner chosen by the Other Party.
2. If the Other Party returns the delivered goods, the Other Party must return the goods in proper packaging, with all accessories supplied and in their original condition. The return shipping costs are at the risk and expense of the Other Party.
3. The items must be returned unused, clean and in their original condition.
4. All labels/tags must be attached to the product as supplied.
5. The products must be in the original shipping packaging and must be returned complete.

6. The return shipment must be accompanied by the return form.
7. If the Other Party has made use of its right of withdrawal, ToExplore BV will refund the full amount paid, including the paid shipping costs, no later than fourteen calendar days after the termination of the Agreement.

Article 9 Delivery

1. Delivery takes place when the goods are placed in the power of the Other Party. After delivery, the risk of the item transfers to the Other Party.
2. Delivery takes place from ToExplore BV or at the address specified by the Other Party, unless otherwise agreed.
3. The Other Party is obliged to take delivery of the purchased goods at the time when they are handed over to it, unless this entails serious objections or unreasonable costs.
4. If the Other Party refuses to accept the goods at the place of delivery or is negligent in providing data or instructions that are necessary for the delivery, the goods intended for delivery will be stored at the risk and expense of the Other Party, after ToExplore BV has informed the Other Party of this.

Article 10 Delivery terms

1. Delivery will take place within a term specified by ToExplore BV and within a maximum of 5 working days.
2. If a term has been agreed or specified for the delivery of the item, this term is only indicative and can never be regarded as a strict deadline.
3. If ToExplore BV needs information or instructions from the Other Party, which are necessary for the delivery, the delivery time will commence after the Other Party has provided these to ToExplore BV.
4. If the delivery term is exceeded, the Other Party must give ToExplore BV notice of default in writing, whereby ToExplore BV is still offered a reasonable term to deliver the item.
5. A notice of default is not necessary if delivery has become permanently impossible or if it has otherwise become apparent that ToExplore BV will not fulfill its obligations under the Agreement. If ToExplore BV does not proceed with delivery within this period, the Other Party has the right to dissolve the Agreement without judicial intervention and/or to demand compensation.

Article 11 Transfer of risk

1. The items that are the subject of the Agreement are for the account and risk of ToExplore BV until the time the items are brought under power to the Other Party.
2. The risk of loss, damage or depreciation of items that are the subject of the Agreement transfers to the Other Party at the moment when items are brought under the control of the Other Party or a third party to be designated by the Other Party.

Article 12 Payment

1. Payment is made by means of digital payment at the time of purchase or delivery, unless otherwise agreed.
2. Payment is made in advance. Payment can be made afterwards through such providers. If such a provider has a policy for payments and installments, ToExplore will also apply that policy.
3. Payment afterwards must be made within 14 days after the invoice date, in a manner to be indicated by ToExplore BV and in the currency in which the invoice is made, unless otherwise agreed.
4. ToExplore BV and the Other Party can agree that payment will be made in installments. If payment in installments has been agreed, the Other Party must pay in accordance with the installments and percentages as determined in the Agreement.
5. The Other Party is not authorized to deduct any amount due from a counterclaim made by it.
6. Objections to the amount of the invoice do not suspend the payment obligation.

7. After the expiry of 30 days after the invoice date, the Other Party is legally in default, without notice of default. From the moment of default, the Other Party owes interest of 2% per month on the amount due, unless the statutory interest is higher.
8. In the event of bankruptcy, suspension of payment or receivership, the claims of ToExplore BV and the obligations of the Other Party towards ToExplore BV are immediately due and payable.

Article 13 Gift Card

1. A Giftcard can only be outsourced to ToExplore BV.
2. The Other Party must keep a Giftcard carefully. No compensation will be made in the event of theft or loss.
3. A Gift Card is only valid during the validity period. The validity period is stated on the Giftcard.
4. Gift Cards cannot be returned or exchanged for cash.
5. In the case of Distance Selling, Gift Cards can be returned within fourteen days. After this period, Gift Cards cannot be returned or exchanged for money.

Article 14 Retention of Title

1. All goods delivered by ToExplore BV in the context of the Agreement remain the property of ToExplore BV until the Other Party has properly complied with and fully paid what it owes under the Agreement.
2. The amount owed also includes: compensation for all costs and interest, including for earlier and later deliveries and services rendered, as well as claims for damages due to failure to perform.
3. As long as the ownership of the delivered goods has not passed to the Other Party, the latter may not resell, pledge or in any other way encumber that which falls under the retention of title, except within the normal course of his/her business.

Article 15 Suspension and dissolution

1. If the Client does not, not fully, not timely or not properly fulfill an obligation under the Agreement, ToExplore BV has the right to suspend the fulfillment of its obligations and/or ToExplore BV is authorized to terminate the Agreement with immediate effect. to dissolve. Furthermore, ToExplore BV is authorized to suspend the fulfillment of its obligations and/or to dissolve the Agreement with immediate effect, if:
2. after the Agreement has been concluded, ToExplore BV has become aware of circumstances that give good grounds to fear that the Client will fulfill its payment obligation will not comply;
3. the Client has payment arrears of more than two months;
4. the Client is declared bankrupt, submits a request for suspension of payment, requests application of the debt rescheduling of natural persons, is confronted with an attachment of his property.
5. Dissolution takes place in writing and without judicial intervention. If the Agreement is dissolved, the claims of ToExplore BV on the Client are immediately due and payable.

Article 16 Force majeure

1. A shortcoming cannot be attributed to ToExplore BV or the Other Party, as the shortcoming is not due to its fault, nor is it for its account by law, legal act or generally accepted standards. In this case, the parties are also not obliged to fulfill the obligations arising from the Agreement.
2. Force majeure in these General Terms and Conditions is understood to mean, in addition to what is understood in that area in law and jurisprudence, all external causes, foreseen or unforeseen, over which ToExplore BV cannot exercise any influence and as a result of which ToExplore BV is unable to fulfill its obligations. come.
3. Circumstances resulting in force majeure include: strike, lockout, fire, water damage, natural disasters or other external calamities, mobilization, war, traffic obstructions, blockades, import or export barriers or other government measures, stagnation or delay in the supply of raw materials or machine parts, lack of workers, as well

- as any circumstances that impede the normal course of the company, as a result of which the fulfillment of the Agreement by ToExplore BV cannot reasonably be expected of the Other Party.
4. ToExplore BV also has the right to invoke force majeure if the circumstance that prevents (further) fulfillment of the Agreement occurs after ToExplore BV should have fulfilled its obligation.
 5. In the event of force majeure, the parties are not obliged to continue the Agreement, nor are they obliged to pay any compensation.
 6. Both ToExplore BV and the Other Party can suspend all or part of the obligations under the Agreement during the period that the force majeure continues. If this period lasts longer than 2 months, both parties are entitled to dissolve the Agreement with immediate effect, by means of written notification, without judicial intervention, without the parties being able to claim any compensation.
 7. If the situation of force majeure is of a temporary nature, ToExplore BV reserves the right to suspend the agreed performance for the duration of the force majeure situation. In the event of permanent force majeure, both parties are entitled to dissolve the Agreement extrajudicially.
 8. If, at the time of the occurrence of force majeure, ToExplore BV has already partially fulfilled its obligations under the Agreement or will be able to fulfill them, and the part fulfilled or to be performed has an independent value, ToExplore BV is entitled to fulfill or fulfill what has already been fulfilled. part to be invoiced separately. The Other Party is obliged to pay this invoice as if it were a separate Agreement.

Article 17 Guarantees

1. ToExplore BV guarantees that the delivered goods comply with the agreement. ToExplore BV also guarantees that the delivered goods meet the usual requirements and standards that can reasonably be set and that the goods possess those properties that, taking all circumstances into account, are necessary for normal use.
2. The warranty stated in these General Terms and Conditions applies for use within and outside the Netherlands.
3. The warranty applies, from the moment of delivery, for a period of 6 months, unless the nature of the delivery dictates otherwise or the parties have agreed otherwise. After expiry of the warranty period, all costs for repair or replacement, including administration, shipping and call-out costs, will be charged to the Other Party.
4. If the delivered item is produced by a third party, the warranty provided by this third party applies, unless stated otherwise.
5. If the delivered Product does not comply with the warranty, ToExplore BV will, after stating this, replace or repair the Product free of charge within a reasonable period of receipt.
6. When the warranty period has expired, all costs for repair or replacement, including administration, shipping and call-out costs, are for the account of the Other Party.
7. Any form of guarantee will lapse if a defect has arisen as a result of incompetent use or lack of care, or if it is the result of changes that the Other Party or third parties have made to the delivered goods. Nor does ToExplore BV guarantee any damage that may arise as a result of these defects.
8. The warranty also lapses if the defect is caused by or is the result of circumstances beyond ToExplore BV's control. These circumstances include weather conditions.

Article 18 Liability

1. ToExplore BV is only liable for direct damage caused by deliberate recklessness or intent on the part of ToExplore BV.
2. ToExplore BV is never liable for indirect damage, including in any case consequential damage, lost profit, lost savings, business interruption or immaterial damage of the Other Party. In the case of consumer purchases, this limitation does not extend beyond what is permitted under Article 7:24 paragraph 2 of the Dutch Civil Code.
3. ToExplore BV is not liable for damage, of whatever nature, because ToExplore BV relied on incorrect and/or incomplete information provided by the Other Party, unless ToExplore BV should have been aware of this inaccuracy or incompleteness.

4. The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence on the part of ToExplore BV or its managerial subordinates.
5. If ToExplore BV should be liable for any damage, the liability of ToExplore BV is limited to the amount up to three times the amount stated in the invoice or to the amount to which the insurance affiliated by ToExplore BV is entitled, plus its own risk that ToExplore BV bears in accordance with the insurance.
6. The Other Party must notify ToExplore BV of the damage for which ToExplore BV can be held liable as soon as possible, but in any case within 10 days after the damage occurred, on pain of forfeiture of any right to compensation for this damage.
7. Any liability claim against ToExplore BV lapses within one year after the Other Party became aware of the damaging event or could reasonably have been aware of it.

Article 19 Indemnification

1. The Other Party indemnifies ToExplore BV against any claims from third parties who suffer damage in connection with the execution of the Agreement and which is attributable to the Other Party.
2. If ToExplore BV should be addressed by third parties, then the Other Party is obliged to assist ToExplore BV both outside and in court. All costs and damage on the part of ToExplore BV and third parties are furthermore for the account and risk of the Other Party.

Article 20 Limitation period

1. Contrary to the statutory limitation periods, a limitation period of one year applies to all claims against ToExplore BV and the third parties engaged by ToExplore BV (possibly).
2. The foregoing does not apply to claims based on the non-compliance of the delivered item with the Agreement. In this case, the claims lapse two years after the Other Party has informed ToExplore BV about the defect of the delivered item.

Article 21 Intellectual property

1. ToExplore BV reserves the rights and powers that accrue to it under the Copyright Act and other intellectual laws and regulations.
2. ToExplore BV reserves the right to use any knowledge gained through the performance of the work for other purposes, insofar as no confidential information is disclosed to third parties.

Article 21 Newsletter

1. The Other Party can register for the newsletter.
2. The newsletter keeps the Other Party informed of the latest news and the most recent developments.
3. The Other Party will receive the newsletter by post and by e-mail.
4. The Other Party can unsubscribe from the newsletter at any time in writing or via the hyperlink. The Other Party will then no longer receive messages.

Article 22 Amendment of general terms and conditions

1. ToExplore BV has the right to unilaterally change these general terms and conditions.
2. Changes will also apply to agreements already concluded.
3. ToExplore BV will inform the Client of the changes by e-mail.
4. The changes to the general terms and conditions will take effect thirty days after the Client has been notified of the changes.
5. If the Client does not agree with the announced changes, the Client has the right to dissolve the agreement.

Article 23 Interpretation, translation

1. As well as the original Dutch version of these General Terms and Conditions, there are two other versions of the General Terms and Conditions, translated into English.
2. The Dutch version of the General Terms and Conditions of ToExplore B.V. is the authentic version. This version of the General Terms and Conditions will take precedence in the event of the explanation or interpretation of the General Terms and Conditions. In the event of a difference in meaning or interpretation between the two versions, then the Dutch version of the General Terms and Conditions will prevail.

Article 24 Applicable law and disputes

1. All legal relationships to which ToExplore BV is a party are exclusively governed by Dutch law. This also applies if an obligation is wholly or partly performed abroad or if the Other Party is domiciled abroad.
2. The judge of the Gelderland district is pre-eminently aware of any dispute.

Article 25 Location

These General Terms and Conditions have been filed with the Chamber of Commerce under number 65329228.