

Terms and conditions of:

Verstegen & Van Zuiden B.V.
Opaalstraat 8
1812 RH Alkmaar

Registration number K.v.K. : 37141669
(AS 133W-18)

Article 1: Applicability, definitions

1. These general terms and conditions apply to every offer and every purchase and sale agreement - whether or not made via the website (s) www.cycletech.nl - of Verstegen & Van Zuiden BV, established in Alkmaar, hereinafter referred to as call "the user".
2. The buyer is further referred to as "the other party".
3. Various provisions in these general terms and conditions refer to a natural person who is acting outside his business or professional activity. In these provisions, the other party is referred to as "the consumer".
4. "Offer" means any offer from the user, whether or not in the form of a written offer.
5. "In writing" is understood to mean: by letter, e-mail, fax or any other form of communication that can be equated with this in view of the state of the art and the prevailing views in society.
6. "The website" means: the website (s) of the user mentioned in paragraph 1.
7. The possible inapplicability of a (part of a) provision of these general terms and conditions does not affect the applicability of the other provisions.
8. In the event of a discrepancy or conflict between these general terms and conditions and a translation thereof, the Dutch text applies.
9. These general terms and conditions also apply to repeat orders or partial orders resulting from the agreement.

Article 2: Offer, prices

1. Unless a validity period is stated in / with an offer, this is a non-binding offer. The user may revoke this offer at the latest within 2 working days after receipt of the acceptance.
2. The prices stated in an offer or price list are exclusive of VAT and any costs, such as transport costs, shipping costs, administration costs, handling costs and invoices from third parties engaged. For each product, a clear statement is made of the applicable VAT amount and any costs.
3. A combined offer does not oblige the user to deliver part of the offered goods at a corresponding part of the price.
4. If the offer is based on information provided by the other party and this information proves to be incorrect / incomplete or changes afterwards, the user may adjust the prices and / or delivery times stated.
5. The offer and prices do not automatically apply to repeat orders.
6. Samples, models, specifications of colors, dimensions, weights and other descriptions in brochures, promotional material and / or on the website that are displayed and / or provided are as accurate as possible, but are only indicative. The other party cannot derive any rights from this.
7. The samples and models provided remain the property of the user and are returned to the user at the expense of the other party at his first request.
8. a. If (cost) price-increasing circumstances arise between the conclusion of the agreement and the implementation thereof for the user due to changes in legislation and regulations, government measures, currency fluctuations or changes in the prices of the required materials or raw materials, the user increases the agreed prices accordingly and charges the other party.
b. In the event of price increases within 3 months after the conclusion of the agreement, the consumer may terminate the agreement by means of a written statement. Unless the consumer

within 14 days after notification of the price change, the user indicates that he wishes to make use of his right of termination, the user may assume that the consumer has consented to this change.

Article 3: Conclusion of agreements

1. The agreement is concluded after the other party has accepted the user's offer, even if this acceptance deviates from this offer on minor points. However, if this acceptance deviates on essential points, the agreement will only come into effect after the user has agreed to these deviations in writing.
2. The user is only bound by:
 - a. an order without a prior offer;
 - b. oral agreements;
 - c. additions to or changes to the general terms and conditions or agreement; after written confirmation thereof to the other party or as soon as the user - without objection from the other party - has started the execution of the order or agreements.
3. Unless stated otherwise on the website, the user is only bound by an order via the website, after he has confirmed this in writing - whether or not by means of an automatic message - to the other party.

Article 4: Distance purchasing - reflection time, right of termination

1. This article only applies to the consumer in the event of a distance purchase within the meaning of article 6: 230g paragraph 1 of the Dutch Civil Code.
2. With a distance purchase, the consumer has a cooling-off period. Within this cooling-off period, the consumer may terminate the agreement without giving a reason.
3. The cooling-off period referred to in the previous paragraph is a period of 14 calendar days from the day on which the consumer or a third party designated by him (not being the carrier):
 - a. has received the case;
 - b. has received the last item, if the consumer has ordered several items in one order and these items are delivered separately;**
 - c. has received the last shipment or the last part, if the delivery of one item consists of different shipments / parts;**
 - d. has received the first item for an agreement that extends to the regular delivery of items during a certain period.**
4. The dissolution takes place through a written notification from the consumer to the user whether or not using a model form made available by the user.
5. Due to a dissolution in accordance with the preceding paragraphs, all any additional agreements will also be automatically dissolved.
6. The consumer does not have the right to terminate the delivery of:
 - a. specific items that are tailor-made for him or items that are clearly intended for a specific person;
 - b. items that are not suitable for being returned for reasons of health protection or hygiene and for which the seal has been broken after delivery;
 - c. items that by their nature are irrevocably mixed with other items after delivery.
7. If the consumer wants to return the delivered item because it does not comply with what the parties have agreed, the provisions of the complaint article apply.

Article 5: Distance purchase - return shipment, reimbursement

1. Unless the user collects the goods delivered / has them collected, the consumer must immediately - but in any case within 14 days after dissolution - in the original packaging, unused and for his own account and risk to the user or a return the authorized third-party user.
2. Within 14 calendar days after termination, the user will reimburse all amounts received from the consumer under the relevant agreement in the same way and in the same currency as the consumer used.
3. The user is not obliged to refund any additional costs that have arisen because the consumer has explicitly opted for a different method of delivery than the least expensive method of standard delivery offered by the user.
4. Unless the user picks up the goods delivered / has them collected, the consumer can only claim reimbursement after the user has received the goods back or the consumer has demonstrated that he has returned the goods, whichever is the earliest.
5. The user may refuse returned goods or only reimburse part of the payments received from the consumer if the items are not in the original packaging, have been processed, have been used (further than necessary due to the nature, characteristics and functioning of the case) and / or are damaged. The user then informs the consumer immediately upon receipt of the goods.

6. The consumer is liable for the depreciation of the item if his handling of the item has gone beyond what is necessary to determine the nature, characteristics and operation thereof.
7. The consumer is never liable or liable for costs for the mere fact that he makes use of his right of termination.

Article 6: Involvement of third parties

If the user considers this necessary, he may have certain deliveries made by third parties.

Article 7: Obligations of the other party

1. The other party shall ensure that it makes all information required for the implementation of the agreement available to it in a timely manner and in the manner desired by the user and that this information is accurate and complete.
2. Goods supplied by the user may only be resold by the other party in the original packaging from the user or his supplier. The other party may not make any changes to the original packaging and must prevent damage.
3. If the other party does not meet the aforementioned obligations (in time), the user may suspend the execution of the agreement until the other party has fulfilled its obligations. The costs and other consequences arising therefrom are for the account and risk of the other party.
4. If the other party fails to fulfill its obligations and the user does not immediately demand compliance, this does not affect the user's right to demand compliance later.

Article 8: Confidential information

1. The user keeps all information that he has received in the context of concluding and executing the agreement from / about the other party secret. The user only provides this information to third parties insofar as this is necessary for the implementation of the agreement.
2. The user takes all reasonable precautions to keep this information secret. This duty of confidentiality also applies to his employees and third parties who are involved in the implementation of the agreement under his responsibility.
3. If the information relates to personal data within the meaning of the General Data Protection Regulation, the user processes the information in accordance with this Regulation and also reports any breaches of the security of the information in accordance with this Regulation.
4. The duty of confidentiality does not apply if the user has to disclose the confidential information as a result of laws and / or regulations or a court ruling and cannot thereby invoke a legal or legal privilege. This exception also applies to the employees / third parties as referred to in paragraph 2.

Article 9: Delivery, delivery times

1. Agreed periods are never strict deadlines. If the user fails to meet his obligations (in time), the other party must give him written notice of default and grant a reasonable period of time to still meet them.
2. An agreed period starts at the moment that the user has received all information necessary for the delivery and any agreed (advance) payment from the other party. If this causes a delay, the period will be extended proportionally.
3. The user may deliver in parts and invoice each partial delivery separately.
4. The risk for the goods to be delivered is transferred to the other party at the moment that they leave the premises, the warehouse or the store of the user or the user has informed him that the goods can be collected.
5. Shipping or transport of the goods takes place at the expense and risk of the other party and in a manner to be determined by the user. The user is not liable for damage of any kind that is related to the shipment or transport.
6. Unless the parties agree on a different term, delivery to the consumer is subject to a maximum of 30 days after the conclusion of the agreement. In addition, the risk passes to the consumer at the moment when the goods are actually available to him / a third party designated by him (not being the carrier). If the consumer designates the carrier himself (not

being a carrier proposed by the user), the risk passes to him upon receipt of the goods by this carrier. Shipping or transport is for the account of the consumer.

7. If, due to a cause within the sphere of risk of the other party, it appears to be impossible to deliver the ordered goods (in the agreed manner) to the other party or if these are not collected, the user may take the goods for account and risk of the other party. save the other party. The other party will then enable the user within a reasonable period set by the user to deliver the goods or collect them.

8. If the other party fails to meet its purchase obligation after the aforementioned reasonable period, it is immediately in default. The user may then terminate the agreement in whole or in part with immediate effect through a written statement and sell the goods to third parties without being obliged to pay compensation for damage, costs and interest. This does not affect the other party's obligation to compensate for any (storage) costs, damage and loss of profit of the user and / or the user's right to claim fulfillment.

Article 10: Packaging

1. Packaging intended for multiple use remains the property of the user and may not be used by the other party for purposes other than those for which it is intended.

2. The user determines whether the other party must return the packaging or whether it collects it itself and for whose account the latter is done.

3. The user may charge a deposit to the other party for this packaging. If the packaging is returned carriage paid by the other party within the agreed period, the user will take back the packaging. The deposit is then refunded to the other party or settled with the deposit for the packaging of a subsequent delivery. The user may deduct 10% handling costs from the amount to be reimbursed or settled.

4. If the packaging is damaged, incomplete or has been destroyed, the other party is liable for this damage and his right to a refund of the deposit will lapse. If this damage is higher than the deposit charged, the user does not have to take back the packaging. He may then charge the other party at cost price, less the deposit paid by the other party.

5. The user may leave packaging for single use intended for the other party. Any costs for removal are then borne by the other party.

Article 11: Complaints

1. The other party checks the delivered goods immediately upon receipt and states any visible defects, defects, damage and / or deviations in numbers on the waybill or accompanying receipt or reports these - in the absence thereof - in writing to the user within 2 working days. If such complaints are not reported in time, the Items deemed to have been received in good condition and to conform to the agreement.

2. Other complaints are reported to the user in writing immediately after discovery - but no later than within the agreed guarantee period - in writing. All consequences of not immediately reporting are at the risk of the other party. If no guarantee period has been agreed, a period of 1 year after delivery applies.

3. In the absence of a timely complaint, it is not possible to appeal to an agreed guarantee.

4. If ordered goods can only be delivered in (wholesale) packaging in stock at the user or minimum quantities or numbers, the goods may show minor deviations - accepted in the sector - with regard to specified weights, numbers, colors and sizes. These deviations are not a shortcoming on the part of the user and the warranty cannot be invoked.

5. Complaints do not suspend the payment obligation of the other party.

6. The previous paragraph does not apply to the consumer.

7. The other party enables the user to investigate the complaint and provides all relevant information. If a return shipment is necessary for the investigation, this is at the expense of the other party, unless the complaint is subsequently found to be well founded. The transport risk is always for the other party.

8. Return shipment takes place in a manner to be determined by the user and in the original packaging or packaging.

9. No complaints are possible about:

a. imperfections in or properties of goods made from natural materials, if these imperfections or properties are inherent in the nature of the materials;

b. discolorations and slight mutual color deviations;

c. items that have changed in nature and / or composition after receipt by the other party or that have been wholly or partially worked or processed.

Article 12: Guarantees

1. The user performs the agreed deliveries properly and in accordance with the standards applicable in his sector, but never gives a more extensive guarantee than as expressly agreed.
2. The user guarantees the usual quality and soundness of the delivered goods during the guarantee period.
3. If the manufacturer or supplier issues a warranty for the goods delivered by the user, that warranty applies in the same way between the parties. The user informs the other party about this.
4. If the purpose for which the other party wishes to process, process or use the goods deviates from the usual purpose, the user only guarantees that the goods are suitable for this if he has confirmed this in writing to the other party.
5. No appeal to the guarantee is possible as long as the other party has not yet paid the price agreed for the goods.
6. The previous paragraph does not apply to the consumer.
7. In the event of a justified claim on the guarantee, the user will - at his option - arrange for free repair or replacement of the goods or for repayment of or a discount on the agreed price. If there is additional damage, the provisions of the liability article apply.
8. The consumer may always opt for free repair or replacement of the goods, unless this cannot reasonably be expected of the user. In the latter case, the consumer may terminate the agreement by written statement or demand a discount on the agreed price.

Article 13: Liability

1. Apart from the explicitly agreed or given guarantees by the user, the user does not accept any liability.
2. The user is only liable for direct damage. Any liability for consequential damage, such as company damage, loss of profit and / or loss, delay damage and / or personal or personal injury, is expressly excluded.
3. The other party takes all necessary measures to prevent or limit the damage.
4. If the user is liable, the obligation to pay compensation is always limited to a maximum of the amount paid out by his insurer in the relevant case. If the insurer does not pay or the damage is not covered by insurance taken out by the user, the obligation to pay compensation is limited to a maximum of the invoice amount for the delivered goods.
5. The other party must hold the user accountable within 6 months after it has become known or could have become aware of the damage it has suffered.
6. Contrary to the previous paragraph, a period of 1 year applies to the consumer.
7. The user is not liable - and the other party cannot invoke the applicable guarantee - if the damage was caused by:
 - a. improper use, use contrary to the purpose of the delivery or use contrary to the instructions, advice, instructions for use, leaflets and the like provided by / on behalf of the user;
 - b. improper storage (storage) or maintenance of the goods;
 - c. errors or omissions in the information provided to the user by or on behalf of the other party;
 - d. instructions or instructions from / on behalf of the other party;
 - e. or as a result of a choice of the other party that deviates from what the user advised and / or is customary;
 - f. or because the other party or third parties on its behalf have carried out (repair) work or operations on the delivered goods without the express prior consent of the user.
8. In the cases as listed in the previous paragraph, the other party is fully liable for the resulting damage and indemnifies the user against any claims from third parties.
9. The limitations of liability included in this article do not apply if the damage is due to intent and / or deliberate recklessness on the part of the user or managerial staff at management level or if mandatory legal provisions dictate otherwise. Only in these cases will the user indemnify the other party against any claims from third parties.

Article 14: Payment

1. The user may always request a (partial) advance payment or other security for payment. The requested advance payment for consumers amounts to a maximum of 50% of the agreed price.
2. For orders via the website, payment takes place in the manner indicated on the website, unless the parties agree otherwise in writing.
3. Payment must be made within an expiry period of 30 days after the invoice date, unless the parties have agreed a different payment term in writing. The correctness of an invoice is also established if no objection has been made within this payment period.
4. If an invoice has not been paid in full after the expiry of the period referred to in the previous paragraph or has not been able to collect by direct debit, the other party will owe the user a default interest of 2% per month, calculated cumulatively on the principal. Parts of a month are counted as a full month.
5. In the aforementioned situation, a default interest of 6% on an annual basis applies to the consumer, unless the statutory interest is higher. In that case the statutory interest applies.
6. If payment is still not made after a reminder, the user may also charge the other party extrajudicial collection costs amounting to 15% of the invoice amount with a minimum of € 40.00.
7. The user gives the consumer at least a 15-day period for the said reminder to pay. If payment is not made again, the extrajudicial collection costs for the consumer are as follows:
 - a. 15% of the amount of the principal on the first € 2,500.00 of the claim (with a minimum of € 40.00);
 - b. 10% of the amount of the principal on the following € 2,500.00 of the claim;
 - c. 5% of the amount of the principal on the following € 5,000.00 of the claim;
 - d. 1% of the amount of the principal on the following € 190,000.00 of the claim;
 - e. 0.5% of the excess of the principal.All this with an absolute maximum of € 6,775.00.
8. To calculate the extrajudicial collection costs, the user may increase the principal sum of the claim after the lapse of 1 year by the default interest accrued in that year.
9. In the absence of full payment, the user may, without further notice of default, terminate the agreement or suspend his obligations under the agreement until payment has been made or a proper security has been provided for this. The user also has the aforementioned right of suspension if he has reasonable grounds for doubting the creditworthiness of the other party / consumer before the other party / consumer is in default with the payment.
10. Payments received will first be deducted by the user from all interest and costs due and then from the due and payable invoices that have been outstanding the longest, unless the payment states in writing that this relates to a later invoice.
11. The other party may not settle the claims of the user with any counterclaims that he has against the user. This also applies if the other party applies for a (provisional) suspension of payment or is declared bankrupt.
12. The previous paragraph does not apply to the consumer.

Article 15: Retention of title

1. All goods delivered / to be delivered pursuant to the agreement remain the property of the user until the other party has met all his payment obligations.
2. These payment obligations consist of paying the purchase price of the goods, plus claims for work performed in connection with the delivery and claims for an attributable shortcoming on the part of the other party, such as claims for payment of compensation, extrajudicial collection costs, interest and any fines.
3. For the delivery of identical, non-individualizable items, the batch belonging to the oldest invoices shall be deemed to have been sold first. The retention of title therefore always rests on all delivered goods that are still present in the counterparty's stock, store and / or household effects when invoking the retention of title.
4. The other party may resell the goods within the framework of its normal business operations, provided that it also stipulates a retention of title to these goods from its customers.
5. As long as the goods are subject to retention of title, the other party may not pledge these in any way or bring them into the actual power of a financier.
6. The other party immediately informs the user in writing if third parties claim to have ownership or other rights to the goods.

7. As long as the other party has the goods in his possession, he will keep them carefully and as identifiable property of the user.

8. The other party ensures business or property insurance such that goods that have been delivered under retention of title are also co-insured at all times. At the user's first request, he gives the user access to the insurance policy and associated premium payment receipts.

9. If the other party acts contrary to this article or the user invokes the retention of title, the user and his employees may enter the site of the other party and take back the goods. This does not affect the user's right to compensation for loss, lost profit and interest and the right to dissolve the agreement by giving a written statement without further notice of default.

Article 16: Bankruptcy, lack of decision, etc.

1. The user may terminate the agreement without further notice by giving a written statement to the other party at the time when the other party:

- a. is declared bankrupt or an application has been made for this;
- b. apply for a (temporary) suspension of payment;
- c. is affected by enforceable seizure;
- d. is placed under guardianship or administration;
- e. otherwise loses the disposition or legal capacity with regard to (parts of) its assets.

2. The other party always informs the bankruptcy trustee or administrator about the (content of the) agreement and these general terms and conditions.

Article 17: Force majeure

1. In the event of force majeure of the other party or the user, the latter may terminate the agreement by means of a written statement to the other party or suspend the fulfillment of its obligations towards the other party for a reasonable period of time without being obliged to pay any compensation.

2. Force majeure of the user means: a non-attributable shortcoming on the part of the user, third parties or suppliers engaged by him or other important reasons on his part.

3. In the following circumstances there is at least force majeure on the part of the user: war, riot, mobilization, domestic and foreign civil unrest, government measures, strikes within the organization of the user or threat of these etc. circumstances, disruption of the entering into the agreement existing currency ratios, business disruptions due to fire, burglary, sabotage, power outage, internet or telephone connections or activities of cyber criminals as a result of which the website is not (fully) available, natural phenomena, (natural) disasters etc. as well as weather conditions, roadblocks, accident, import and export restrictive measures, etc., transport difficulties and delivery problems.

4. If the force majeure situation occurs if the agreement has already been partially implemented, the other party must fulfill its obligations towards the user up to that moment.

Article 18: Cancellation, suspension

1. This article does not apply to dissolution within the legal cooling-off period as referred to in article 4.

2. If the other party wishes to cancel the agreement prior to or during the performance, the user may ask the other party for a fixed compensation for all costs incurred and the damage suffered by the cancellation including the lost profit. To the user's choice and depending on the deliveries already made, this compensation is 20 to 100% of the agreed price.

3. The other party indemnifies the user against claims from third parties arising from the cancellation.

4. The user may set off the compensation due against all amounts paid by the other party and any counterclaims from the other party.

5. In the event of suspension of the delivery (s) at the request of the other party, the compensation for all deliveries made is immediately due and payable and the user may charge this to the other party. This also applies to costs already incurred or costs resulting from the suspension.

6. Costs that arise for the user from resuming the delivery (s) are for the account of the other party. If the execution of the agreement cannot be resumed after the suspension, the user may terminate the agreement by means of a written statement to the other party.

Article 19: Applicable law, competent court

- 1. The agreement concluded between the parties is exclusively governed by Dutch law.**
- 2. The applicability of the Vienna Sales Convention (CISG) is expressly excluded.**
- 3. Any disputes will be submitted to the competent court in the place of business of the user, but the user always retains the right to submit the dispute to the competent court in the place of business of the other party.**
- 4. Regardless of the user's choice, the consumer always retains the right to submit the dispute to the legally competent court. The consumer must make this choice known to the user within one month after receiving the summons.**

- 5. If the other party is established outside the Netherlands, the user may choose to submit the dispute to the competent court in the country or state where the other party is established.**

Datum: 11 juni 2019