

General Terms and Conditions Carver Europe B.V.

Clause 1. Definitions

In these general terms and conditions, the following terms will have the following meaning:

Carver:	Carver Europe B.V., the company that offers and sells electric vehicles called 'Carver' to consumers under the trade name Carver and the selling party to the Distance Contract.
Customer:	the natural person, not acting in the exercise of a profession or business and the purchasing party to a Distance Contract.
Distance Contract:	Any contract concluded between Carver and the Customer in the context of an organised system for the sale of products, digital content and/or services, using, up to and including the conclusion of the contract, exclusively one or more remote communication techniques.
Offer:	an offer by Carver for the purchase of the product, including a purchase price, payment obligations, additional costs, an indicative / expected delivery date, which includes the applicability of these General Terms and Conditions.
Reflection Period:	the 14-day period after receipt of the product delivered by Carver, within which the Customer can exercise his right of withdrawal.
Right of Withdrawal:	The Customer's option to waive the Distance Contract within the Reflection Period.
Standard Form for Withdrawal:	the European standard form for withdrawal included in Annex 1 to these general terms and conditions.
Warranty Conditions:	the terms and conditions of warranty applicable to Carver's products and all contracts between Carver and a Customer, which are available on the Website.
Website:	Carver's website https://www.carver.earth/

Clause 2. Applicability

1. These general terms and conditions apply to every offer and contract between Carver and the Customer to which Carver has declared these general terms and conditions applicable, insofar as the parties have not explicitly deviated from these general terms and conditions in writing.
2. The text of these general terms and conditions will be made available to the Customer before the conclusion of the Distance Contract. If this is not reasonably possible, Carver will indicate, before the conclusion of the Distance Contract, the manner in which the general terms and conditions can be inspected at Carver and that they will be sent to the Customer free of charge at the Customer's request.
3. If the Distance Contract is concluded electronically, the text of these general terms and conditions will be made available to the Customer electronically before the Distance Contract is concluded, in such a way that the Customer can easily store them on a durable data carrier. If this is not reasonably possible, it will be indicated, before the conclusion of the Distance Contract, where the general terms and conditions can be viewed electronically and that they will be sent to the Customer electronically or otherwise free of charge at the Customer's request.
4. If a situation arises between the parties that is not covered in these general terms and conditions, this situation must be assessed in the spirit of these general terms and conditions.
5. If Carver does not always require the strict observance of these terms and conditions, this does not mean that the provisions thereof are not applicable, or that the Customer would in any way lose the right to require the strict observance of the provisions of these terms and conditions in other cases.
6. In the event that specific product or service conditions apply in addition to these general terms and conditions, the provisions of the second and third paragraphs of this Clause will apply *mutatis mutandis*.

Clause 3. Quotations and Offers

1. All offers of Carver are without obligation, unless a term for acceptance has been set. An Offer lapses if the product to which the Offer relates has since become unavailable.
2. Each Offer shall contain such information as will make clear to the Customer the rights and obligations attached to acceptance of the Offer.
3. Carver cannot be bound by its offers if the Customer can reasonably understand that the offers, or any part thereof, contain an apparent mistake or clerical error.
4. The prices mentioned in an Offer are including VAT and other government levies and any costs to be incurred in the context of the contract, including administration costs, unless indicated otherwise. Transportation costs and any other additional costs are stated separately and are expressly not included in the prices stated in the offers.
5. If the acceptance (either or not on minor points) deviates from the Offer, Carver will not be bound by it. In that case, the Contract will not be concluded in accordance with this deviating acceptance, unless Carver states otherwise.
6. All of Carver's statements of numbers, dimensions, weights and/or other specifications are made with utmost care. Carver does not guarantee that no deviations will occur in this respect. Errors, such as price errors on the Website, in advertisements, offers, quotations, publications, order confirmations, invoices and other documents of Carver, are not binding for Carver. Said statements, as well as the models or drawings shown, are non-binding indications of the relevant products.
7. Each Offer shall contain such information as will make clear to the Customer the rights and obligations attached to acceptance of the Offer. This concerns in particular the price including taxes, any costs of delivery, the manner in which the contract will be concluded and which acts are necessary for this, whether or not the Right of Withdrawal applies, the method of payment, delivery and performance of this contract, the period for acceptance of the Offer or the period within which Carver guarantees the price, the amount of the rate for distance communication if the costs of the use of the technology for distance communication are calculated on a basis other than the standard basic rate for the means of communication used, or if the contract is archived after its conclusion and, if so, how it can be consulted by the Customer and the way in which the Customer, prior to the conclusion of the contract, can check the information provided by him within the context of the contract and, if desired, rectify it.
8. Quotations and offers, including leaflets and the Website, are without obligation and only serve as an invitation to place an order.

Clause 4. The contract

1. Subject to the provisions of paragraph 3, the contract will come into effect at the time of acceptance by the Customer of Carver's offer and compliance with the conditions set by Carver.
2. If the Customer has accepted the Offer electronically, Carver will immediately acknowledge receipt of acceptance of the Offer electronically. As long as Carver has not confirmed receipt of this acceptance, the Customer may terminate the contract.
3. Carver may inform itself within the statutory parameters whether the Customer can fulfil its payment obligations, as well as of all facts and factors that are important for the responsible conclusion of the distance contract. If Carver, as a result of this investigation, has good reasons not to enter into the contract, it is entitled to refuse an order or request, subject to stating reasons, or to attach special conditions to the performance of the contract.

Clause 5. Right of cancellation

1. The Customer has the right to cancel the contract free of charge, regardless of whether Carver has failed to meet its obligations. A cancellation must take place in writing.
2. The right to cancel the contract expires within 3 days after Carver has informed the Customer of the delivery period as determined in Clause 7(2) and the Customer is requested to pay (the remainder of) the purchase price, as determined in Clause 8(2) of these general terms and conditions.

3. After cancellation in accordance with the provisions of this Clause, Carver will send the Customer a confirmation of the cancellation and refund any advance payment pursuant to Clause 8.1 to the Customer within 30 calendar days of confirmation into an account number to be specified by the Customer.

Clause 6. The price

1. During the period of validity stated in the Offer, the prices of the products and/or services offered will not be increased, except for price changes resulting from changes in VAT rates.
2. Contrary to the provisions of the previous paragraph, Carver may offer products or services whose prices are subject to fluctuations in the financial market and which Carver cannot influence, at variable prices. This connection to fluctuations and the fact that any prices that are mentioned are guide prices will be mentioned in the Offer.
3. Price increases after the conclusion of the contract are only permitted if the Customer has the right to dissolve the contract with effect from the day on which the price increase takes effect.

Clause 7. Delivery, performance and amendment of the contract; price increase

1. Products are delivered to the address the Customer has stated to Carver. The risk of the product to be delivered is transferred to the Customer at the time of delivery at the place of delivery. The Customer also has the option to collect the product at Carver's location. In that case, the risk transfers when the Customer receives the product at Carver's location.
2. Delivery periods are only approximate. Carver will deliver the accepted orders at a time to be further specified and will keep the Customer informed about the delivery period and the actual time of delivery. If the delivery is grossly or unreasonably delayed after Carver has informed the Customer of the time of delivery, or if it appears that an order cannot or can only partially be carried out, the Customer will be informed about this as soon as possible after Carver learns of this. In that case, the Customer has the right to terminate the contract.
3. In the event of termination in accordance with the previous paragraph, Carver will (if applicable) refund the amount paid by the Customer as soon as possible, but no later than 30 days after termination.
4. If delivery of an ordered product turns out to be impossible, Carver will do its utmost to make a replacement product available. No later than at the time of delivery, a clear and comprehensible notification will be given that the product delivered is a replacement. In case of replacement products, the Right of Withdrawal cannot be excluded. The costs of any return shipment are for Carver's account.
5. The day and time of delivery depend on the delivery schedule of the carrier. It is not possible to reschedule an appointment that has been made. In principle, no delivery will take place on Saturdays or Sundays, in the evening or on public holidays.
6. Delivery takes place to the door of the Customer. The employee of the carrier is not permitted to enter the Customer's home, barn or other property belonging to the home.
7. The risk of damage and/or loss of products is borne by Carver until the moment of delivery by Carver to the Customer or a representative appointed in advance and made known to Carver, unless expressly agreed otherwise.
8. Carver is entitled to have certain work – such as, but not limited to, the performance of the warranty activities, the transport and the assembly of products – carried out by third parties.

Clause 8. Payment

1. Carver may request the Customer to make an advance payment in an amount to be determined by Carver, which amount must be paid at the conclusion of the Contract. The advance payment shall never exceed 50% of the total purchase price.
2. Unless provided otherwise in the contract or additional terms and conditions, the amounts owed by the Customer must be paid within 14 days after Carver has informed the Customer of the delivery period as determined in Clause 7(2), whereby the Customer is requested by means of an invoice to pay (the remainder of) the purchase price.
3. Payments can be made in a manner offered and indicated by Carver on the website.
4. The Customer is obliged to immediately report to Carver any inaccuracies in the payment details provided or stated.

5. If the Customer fails to meet his payment obligation(s) on time and, after being notified by Carver of the late payment and being granted a term of 14 calendar days to still meet his payment obligation, still fails to do so within this 14-day term, the Customer will owe the statutory interest on the late payment and Carver will be entitled to charge the extrajudicial collection costs incurred by it. These collection costs will not exceed: 15% on outstanding amounts up to EUR 2,500; 10% on the following EUR 2,500; and 5% on the following EUR 5,000 with a minimum of EUR 40. Carver may deviate from these amounts and percentages for the benefit of the Customer.

Clause 9. Right of Withdrawal after delivery

1. The Customer has the option of terminating a Distance Contract relating to the purchase of a product after delivery during a Reflection Period of 14 calendar days without stating any reasons. Carver may ask the Customer for the reason for the withdrawal, but may not oblige the Customer to state his reason(s). The reflection period commences on the day after the Customer or a third party, other than the carrier, designated in advance by the Customer, has received the product.
2. The risk and the burden of proof for the correct and timely exercise of the Right of Withdrawal lies with the Customer.

Clause 10. Obligations of the Customer during the Reflection Period with regard to the Right of Withdrawal

1. During the Reflection Period as referred to in Clause 8.1, the Customer will treat the product and its packaging with care. It will only unpack or use the product to the extent necessary to determine the nature, characteristics and operation of the product. The starting point is that the Customer may only handle and inspect the product as he would be allowed to do in a shop.
2. The Customer is only liable for depreciation of the product resulting from a way of handling the product that goes beyond what is permitted in paragraph 1.

Clause 11. Exercise of the Right of Withdrawal by the Customer and related costs

1. If the Customer exercises his Right of Withdrawal, he will notify Carver of this within the reflection period by means of the standard form for withdrawal (attached as Appendix 1) or in another unambiguous manner. Carver will send an acknowledgement of receipt to the Customer upon receipt of this notification.
2. As soon as possible, but no later than within 4 days of the day following the notification referred to in paragraph 1, the Customer will – in accordance with the reasonable and clear instructions provided by Carver – return to Carver the product and all its accessories in its original condition and packaging, if reasonably possible, or hand it over to the Carver dealer where the product was delivered.
3. If the Customer exercises his Right of Withdrawal, he will be liable for, at most, the return costs.
4. If the Customer has paid an amount to Carver, Carver will refund this amount as soon as possible, but no later than 30 days after the return or withdrawal. The refund period extends from the day on which the product is received at Carver's warehouse.

Clause 12. Exclusion of the right of withdrawal

1. Carver may only exclude the Customer's Right of Withdrawal to the extent provided for in paragraph 2 of this Clause.
2. Exclusion of the right of withdrawal is only possible for products: (a) which have been made by Carver in accordance with the Customer's specifications; (b) which are clearly of a personal nature; and/or (c) which, by their nature, cannot be returned.

Clause 13. Conformity and guarantee

1. Carver guarantees that the products meet the contract, the specifications stated in the Offer, the reasonable requirements of reliability and/or usability and the existing statutory provisions and/or government regulations on the date on which the contract was concluded.
2. The products and contracts, including the distance contract, are subject to the Warranty Conditions as stated on the Website.

Clause 14. Intellectual Property

Carver reserves all rights and powers that accrue to it under the Dutch Copyright Act and other intellectual property laws and regulations. Carver is entitled to use the increased knowledge on its part due to the performance of a contract for other purposes, insofar as no strictly confidential information of the Customer is brought to the knowledge of third parties.

Clause 15. Data and files, privacy

1. These general terms and conditions apply to the website(s) operated by Carver and to all products and services offered and provided by Carver to Customers via the Internet.
2. Carver will treat the Customer's data as confidential. The data will not be provided to third parties, unless Carver is legally obliged to do so, or if this is necessary for the delivery of the product or service. To the extent that the data provided by the Customer qualifies as personal data, Carver will process such data in compliance with all relevant privacy laws and regulations. The privacy statement on Carver's website explains which personal data Carver processes for which purposes, and how privacy laws and regulations are dealt with.
3. If the contract is concluded electronically, Carver will take appropriate technical and organisational measures to secure the electronic transfer of data and will ensure a secure web environment. If the Customer has the option to pay electronically, Carver will observe appropriate security measures for this purpose.

Clause 16. Applicable law and disputes

1. All legal relationships to which Carver is a party are governed exclusively by Dutch law, even if an obligation is wholly or partially performed outside of the Netherlands or if the other party involved in the legal relationship resides outside of the Netherlands. Applicability of the CISG/Vienna Convention is explicitly excluded.
2. In the event of a dispute between Carver and a Customer, Carver will attempt to resolve the dispute satisfactorily in proper consultation. Should this not be possible, the parties will submit the dispute to the court that has jurisdiction according to the statutory rules.
3. Complaints about the performance of the Contract can be submitted to Carver in writing or digitally. Carver will provide the Customer with a response to the complaint within 14 calendar days of the date of receipt. A complaint can also be submitted to the European Disputes Committee via the [ODR platform](#).

Clause 17. Source and amendment of terms and conditions

These terms and conditions can be read and downloaded on the Website. The Customer has declared to have read these terms and conditions and to have agreed to them before the contract could be concluded. These general terms and condition of Carver Europe B.V. were drawn up in March 2018. Carver reserves the right to amend the general terms and conditions. After amendment, it will publish the amended version and, if applicable, deposit it.

The Dutch text of the general terms and conditions will always be decisive for their interpretation.

Annex I: Standard form for withdrawal

Standard form for withdrawal

This form comes from the Customer (as described below) and is addressed to Carver. This form may be used by the Customer if he wishes to exercise the Right of Withdrawal, as provided for in Clauses 9, 10 and 11 of Carver's General Terms and Conditions. This form does not apply to the right of cancellation as set out in Clause 5.

Details Carver:

Carver Europe B.V.
Celsiusweg 26
8912 AN Leeuwarden

T: 085-1302484
@: info@carver.earth

Details Customer:

I, the Customer

Name:

Residing in:

Telephone number:

Email address:

hereby notify you that I withdraw the contract on the sale of the following products:

Specification product:

Order number

Which product I ordered on date and which I received on date

Signed by the Customer*

Signature consumer

** only when this form is filed on paper*

Settlement Right of Withdrawal by Carver

This form can be emailed to the above email address or sent by post to the above address of Carver. After receiving this form, Carver will send you an acknowledgement of receipt and will contact you about the handling of the right of withdrawal.