

TERMS AND CONDITIONS Greenmoods B.V.

1. Definitions

1. **Greenmoods:** full name, located at Andries Copierhof in Rotterdam 3059LM, registered with the Chamber of Commerce under number 51019566, and offers remote products and/or services to the customer;
2. **Customer:** the natural or legal person who enters into a remote agreement with Greenmoods;
3. **Day:** calendar day;
4. **Continuing transaction:** a remote agreement concerning a series of products and/or services, the delivery and/or obligation to purchase of which is spread over time;
5. **Durable medium:** any means that enables the customer or Greenmoods to store information directed personally to him/her in a way that allows future consultation and unaltered reproduction of the stored information.
6. **Right of withdrawal:** There is no possibility for the customer to return purchased products from Greenmoods, it is therefore advised to visit the showroom prior to the purchase.
7. **Remote agreement:** an agreement in which, within the context of a system organized by Greenmoods for remote sales of products and/or services, the entire process leading up to the conclusion of the agreement is conducted solely by means of one or more remote communication techniques;
8. **Remote communication technique:** any means that can be used for the conclusion of an agreement, without the customer and Greenmoods being simultaneously present in the same space.
9. **General Terms and Conditions:** the present General Terms and Conditions of Greenmoods.

2. Applicability

2.1 These general terms and conditions apply to every offer from Greenmoods and to every remote agreement and order concluded between Greenmoods and the customer.

2.2 Before the remote agreement is concluded, the text of these general terms and conditions will be made available to the customer. If this is not reasonably possible, it will be indicated before the remote agreement is concluded that the general terms and conditions can be viewed at Greenmoods, and they will be sent to the customer free of charge upon request as soon as possible.

2.3 If the remote agreement is concluded electronically, in deviation from the previous paragraph and before the remote agreement is concluded, the text of these general terms and conditions can be made available to the customer electronically in such a way that the customer can easily save them on a durable data carrier. If this is not reasonably possible, it will be indicated before the remote agreement is concluded where the general terms and conditions can be accessed electronically and that they will be sent to the customer free of charge electronically or in another way upon request.

2.4 In the event that, in addition to these general terms and conditions, specific product or service conditions also apply, the second and third paragraphs shall apply mutatis mutandis and in the event of conflicting general terms and conditions, the customer can always rely on the provision applicable to him that is most favorable.

2.5 If one or more provisions of these general terms and conditions are null and void or are declared void at any time, the agreement and these terms and conditions shall remain in force for the remainder and the relevant provision shall be replaced by a provision that approximates the scope of the original provision as much as possible in mutual consultation.

2.6 Ambiguities about the interpretation or content of one or more provisions of these terms and conditions shall be interpreted "in the spirit" of these general terms and conditions.

3. The offer

3.1 If an offer has a limited validity period or is subject to conditions, this will be explicitly stated in the offer.

3.2 The offer is without obligation. Greenmoods is entitled to change and adjust the offer.

3.3 The offer contains a complete and accurate description of the products and/or services offered. The description is sufficiently detailed to allow the customer to make a proper assessment of the offer. If Greenmoods uses images, these are a truthful representation of the products and/or services offered. Obvious mistakes or errors in the offer do not bind Greenmoods.

3.4 All images, specifications and data in the offer are an indication and cannot be a reason for compensation or dissolution of the agreement.

3.5 Images of products are a truthful representation of the products offered. Greenmoods cannot guarantee that the displayed colors exactly match the real colors of the products.

3.6 Each offer contains such information that it is clear to the customer what the rights and obligations are that are attached to accepting the offer. This concerns in particular:

- The price including taxes;
- Any shipping costs;
- The way in which the agreement will be concluded and what actions are required for this;
- Whether the right of withdrawal applies or not;
- The method of payment, delivery, and execution of the agreement;
- The period for acceptance of the offer, or the period within which Greenmoods guarantees the price;
- The amount of the rate for distance communication, if the costs of using distance communication technology are calculated on a basis other than the regular basic rate for the communication method used;
- Whether the agreement will be archived after it is concluded, and if so, how the consumer can access it.
- The way in which the consumer can review and, if desired, correct the information provided by them in connection with the agreement prior to its conclusion;
- Any other languages in which the agreement can be concluded besides Dutch;
- The minimum duration of the remote agreement in case of a long-term transaction.

4. The agreement

4.1 The agreement is concluded, subject to the provisions in clause 4, at the moment of acceptance by the purchaser of the offer and compliance with the conditions set out therein.

4.2 If the purchaser has accepted the offer electronically, Greenmoods shall immediately confirm the receipt of the acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed by Greenmoods, the purchaser may dissolve the agreement.

4.3 If the agreement is concluded electronically, Greenmoods shall take appropriate technical and organizational measures to secure the electronic transfer of data and shall ensure a secure web environment. If the consumer can make electronic payments, Greenmoods shall take appropriate security measures to that end.

4.4 Within the legal framework, Greenmoods may verify whether the purchaser can fulfil his payment obligations, as well as all those facts and factors that are relevant for a responsible conclusion of the distance agreement. If Greenmoods has good grounds based on this investigation not to conclude the agreement, it shall be entitled to refuse an order or request with reasons or to attach special conditions to the performance.

4.5 With the product or service, Greenmoods shall send the following information to the purchaser in writing or in such a way that it can be stored in an accessible manner by the purchaser on a durable data carrier:

- a.** The visiting address of the Greenmoods location where the purchaser can file complaints;
- b.** The terms and conditions under which the consumer can exercise the right of withdrawal, as well as a clear indication of the exclusion of the right of withdrawal;
- c.** Information on warranties and existing post-purchase services;
- d.** The information referred to in Article 3(3) of these terms and conditions, unless Greenmoods has already provided this information to the purchaser before the performance of the agreement;
- e.** The requirements for termination of the agreement if the agreement has a fixed term.
 1. In case of a continuous performance contract, the provision in the previous clause only applies to the first delivery.
 2. Each agreement is entered into under the suspensive conditions of sufficient availability of the relevant products.

5. The price

5.1 During the validity period specified 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.

5.2 Notwithstanding the previous clause, Greenmoods may offer products or services with variable prices that are tied to fluctuations in the financial market and over which Greenmoods has no control. Such ties to fluctuations and the fact that any prices indicated are indicative prices will be stated in the offer.

5.3 Price increases within 3 months after the conclusion of the agreement are only permitted if they result from statutory regulations or provisions.

5.4 Price increases from 3 months after the conclusion of the agreement are only permitted if Greenmoods has stipulated this and:

1. The prices mentioned in the offer of products or services include VAT.
2. All prices are subject to printing and typing errors. No liability is accepted for the consequences of printing and typing errors. In the event of printing and typing errors, Greenmoods is not obliged to deliver the product at the incorrect price.

6. Conformity and Warranty

6.1 Greenmoods guarantees that the products and/or services comply with the agreement, the specifications mentioned in the offer, the reasonable requirements of soundness and/or usability, and the legal provisions and/or government regulations existing on the date of the conclusion of the agreement. If agreed upon, Greenmoods also guarantees that the product is suitable for use other than normal use.

6.2 Any warranty provided by Greenmoods, manufacturer, or importer does not affect the legal rights and claims that the purchaser can invoke against Greenmoods under the agreement.

6.3 Any defects or incorrectly delivered products must be reported to Greenmoods in writing within 7 days after delivery. The products must be returned in their original packaging and in new condition.

6.4 The warranty period of Greenmoods corresponds to the factory warranty period. However, Greenmoods is never responsible for the ultimate suitability of the products for each individual application by the purchaser, nor for any advice regarding the use or application of the products.

6.5 The warranty does not apply if:

- The customer has repaired and/or processed the delivered products themselves or had

them repaired and/or processed by third parties;

- The delivered products have been exposed to abnormal conditions or have been treated carelessly or in violation of the instructions of Greenmoods and/or have been treated on the packaging;

- The defectiveness is wholly or partly the result of regulations that the government has or will set with regard to the nature or quality of the materials used.

7. Delivery and Execution

7.1 Greenmoods will exercise the utmost care in receiving and executing orders for products and in evaluating requests for services.

7.2 The address provided by the customer to the company shall be considered the place of delivery.

7.3 In compliance with what is stated in Article 3 of these general terms and conditions, Greenmoods will execute accepted orders promptly but no later than 30 days, unless the customer has agreed to a longer delivery period. If delivery is delayed, or if an order cannot be executed or can only be executed partially, the customer shall be informed of this no later than 30 days after placing the order. In such case, the customer shall have the right to terminate the agreement without charge and to claim any damages.

7.4 In the event of termination in accordance with the previous paragraph, Greenmoods shall refund the amount paid by the consumer as soon as possible but no later than 14 days after termination.

7.5 If delivery of a product ordered proves to be impossible, Greenmoods will make an effort to provide a replacement item. It shall be clearly and comprehensibly communicated at the time of delivery that a replacement item is being provided. The right of withdrawal cannot be excluded for replacement items. The cost of any return shipment shall be borne by Greenmoods.

7.6 The risk of damage to and/or loss of products shall be borne by Greenmoods until the moment of delivery to the customer or a representative designated in advance and made known to Greenmoods, unless expressly agreed otherwise.

8. Long-term contracts: duration, termination, and extension.

Termination:

8.1 The consumer can terminate an agreement that has been entered into for an indefinite period of time and which relates to the regular delivery of products (including electricity) or services at any time, subject to

the agreed termination rules and a notice period of no more than one month.

8.2 The buyer can terminate an agreement that has been entered into for a definite period of time and which relates to the regular delivery of products (including electricity) or services at any time before the end of the specified duration, subject to the agreed termination rules and a notice period of no more than one month

8.3 The consumer may terminate the agreements referred to in the preceding paragraphs:

- terminate them at any time and not be limited to termination at a certain time or in a certain period;
- terminate them at least in the same manner as they were entered into by him;
- always terminate them with the same notice period as Greenmoods has stipulated for itself.

Extension:

8.4 An agreement entered into for a definite period with a consumer and which provides for the regular delivery of goods (including electricity) or services, may not be tacitly extended or renewed for a definite period.

8.5 Notwithstanding the preceding paragraph, an agreement entered into for a definite period with a consumer and which provides for the regular delivery of daily, news and weekly newspapers and magazines may be tacitly extended for a definite period of up to three months, if the consumer is able to terminate this extended agreement at the end of the extension period with a notice period of no more than one month.

8.6 An agreement entered into for a definite period with a consumer and which provides for the regular delivery of goods or services, may only be tacitly extended for an indefinite period if the consumer is able to terminate it at any time with a notice period of no more than one month, and with a notice period of no more than three months in the event that the agreement provides for the regular delivery of daily, news and weekly newspapers and magazines, but less than once a month.

8.7 An agreement entered into with a consumer for a limited duration for the regular delivery of daily, news and weekly newspapers and magazines for the purpose of introducing them to such publications (trial or introductory subscription) shall not be tacitly renewed and shall terminate automatically at the end of the trial or introductory period.

Duration:

8.8 If an agreement has a duration of more than one year, the buyer may terminate the agreement at any time after one year with a notice period of no more than one month, unless reasonableness and fairness oppose termination before the end of the agreed term.

9. Payment

9.1 Unless otherwise agreed, the amounts owed by the customer must be paid within 14 days. In the case of an agreement for the provision of a service, this period starts after the customer has received confirmation of the agreement.

9.2 Unless otherwise agreed, the amounts owed by the customer must be paid within 14 days after the invoice date. In the case of an agreement for the provision of a service, this period starts after the customer has received confirmation of the agreement.

9.3 The customer has an obligation to promptly report any inaccuracies in the provided or stated payment details to Greenmoods.

9.4 In the event of non-payment by the customer, Greenmoods has, subject to legal limitations, the right to charge the reasonable costs previously communicated to the customer.

9.5 In the event of non-payment by the customer, the customer is liable for extrajudicial collection costs amounting to 15% of the outstanding principal, with a minimum of €40.00.

10. Complaints procedure

10.1 Complaints about the execution of the agreement must be submitted to Greenmoods within 7 days, fully and clearly described, after the customer has identified the defects.

10.2 Complaints submitted to Greenmoods will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, Greenmoods will respond within the period of 14 days with a message of receipt and an indication of when the customer can expect a more detailed response.

10.3 A complaint does not suspend the obligations of Greenmoods and the customer, unless Greenmoods indicates otherwise in writing.

10.4 If a complaint is found to be valid by Greenmoods, Greenmoods will, at its discretion, replace or repair the delivered products free of charge.

10.5 It is also possible to submit complaints via the European ODR platform (<http://ec.europa.eu/odr>).

11. Applicable law

11.1 Dutch law exclusively applies to agreements between Greenmoods and the customer to which these general terms and conditions apply, even if the customer resides abroad.

11.2 The Vienna Sales Convention does not apply.

12. Competent court

All disputes that may arise between the customer and Greenmoods as a result of the agreement, as well as any further agreements resulting therefrom, will be exclusively settled by the competent court in the Rotterdam district, unless mandatory rules prevent this choice of forum. Greenmoods is also free to bring legal proceedings before a competent court according to the law, notwithstanding the provisions of this article.

13. Additional or deviating provisions

Additional or deviating provisions from these general terms and conditions may not be to the detriment of the customer and must be recorded in writing or in such a way that the consumer can store them in an accessible manner on a durable medium.