

## **GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF PRODUCTS AND SERVICES OF CASS Group B.V. (CONSUMERS)**

### **ARTICLE 1 DEFINITIONS**

For the purposes of these General Terms and Conditions and all related documents, the capitalized terms as defined below in alphabetical order shall have the following meanings whereby these terms may be used in the singular or the plural form and vice versa, as the context so requires:

**Agreement:** a distance agreement concluded between CASS Group and the Consumer for the distant sale of a Product and/or Services, whereby exclusive or additional use is made of one or more technologies of distance communication up to the conclusions of the agreement.

**Communicable diseases:** any disease that can be transmitted directly or indirectly by a virus, bacterium, parasite or other organism or a variant thereof and can then cause actual or potential physical discomfort or disease.

**Consumer:** the natural person who does not act for purposes related to his/her commercial, trade, craft or professional activities.

**Day:** calendar day.

**CASS Group:** CASS Group B.V., being the supplier of the Products and Services.

**General Terms and Conditions:** these general terms and conditions of sale and delivery of CASS Group.

**Product:** a product that is purchased through the online shop of the Website, as further specified in the Agreement.

**Reflection period:** the period during which the Consumer may use his right of withdrawal.

**Right of withdrawal:** the Consumer's option not to proceed with the Agreement within the Reflection period.

**Standard form for withdrawal:** the form for withdrawal included in Appendix 1.

**Services:** the service that is purchased through the online shop of the Website, as further specified in the Agreement.

**Sustainable data carrier:** any means, including email, that allow the Consumer or CASS Group to store information directed to him/her personally in such a manner that makes future consultation and use possible during a period that matches the purpose for which the information is destined and which makes unaltered reproduction of the stored information possible.

**Website:** [www.cassgroup.nl](http://www.cassgroup.nl)

### **ARTICLE 2 SUPPLIER'S IDENTITY**

CASS Group B.V.

Zandven 10

5508 RN Veldhoven

The Netherlands

Telephone: +31 40 2282177 (can be reached during 8:30 – 17:00 hours)

Email: [info@cassgroup.nl](mailto:info@cassgroup.nl)

Chamber of Commerce number: 46122419

VAT identification number: NL861427907B01

### **ARTICLE 3 APPLICABILITY**

General terms and conditions of sale and delivery of products and services of CASS Group B.V. Version September 2020.

1. These General Terms and Conditions apply to any offer from CASS Group and to any Agreement concluded by CASS Group and the Consumer.

2. The text of these General Terms and Conditions will be provided to the Consumer electronically, before concluding the Agreement, in such a way that the Consumer can easily store it on a Sustainable data carrier. If this is reasonably impossible, it will be specified where the General Terms and Conditions can be viewed electronically and that they will be sent to at the Consumer's request free of charge, either via electronic means or otherwise, before concluding the Agreement.

3. In the event of any conflict between the Agreement and these General Terms and Conditions, the provisions of the Agreement prevail.

4. The possible invalidity of a (part of a) provision in these General Terms and Conditions shall not affect the validity of the remaining provisions.

### **ARTICLE 4 THE OFFER**

1. If an offer is of limited duration or if certain conditions apply, it shall be explicitly stated in the offer.

2. Shown and/or provided samples, models and examples, specifications of colours, measurements, weights and other descriptions in promotional material and/or on the Website are as accurate as possible, but are indicative only. The Products and/or Services will not always be a faithful representation of the actual Products and/or Services. The Consumer cannot derive any rights thereto. The accurate representation of the Product and/or Services is described in the product description.

3. If an offer or order is based on information provided by the Consumer and this information proves to be inaccurate or incomplete, or subsequently alters, CASS Group has the right to adjust the prices, rates and/or delivery periods.

### **ARTICLE 5 THE AGREEMENT**

1. The Agreement becomes valid, subject to the conditions of **Article 5.4**, when the Consumer has accepted the offer by ordering in the online shop of the Website and fulfilled terms and conditions set.

2. If the Consumer accepted the offer via electronic means, CASS Group shall promptly confirm receipt of having accepted the offer via electronic means. As long as the receipt of said acceptance has not been confirmed, the Consumer may revoke the Agreement.

3. CASS Group will take appropriate technical and organisational security measures for the electronic data transfer and ensure a safe web environment. If the Consumer can pay electronically, CASS Group shall observe appropriate security measures.

4. CASS Group shall, at the latest upon delivery of the Product and/or Service, provide the following information along with the Product and/or Services in writing in such manner that the Consumer can store it in an accessible manner on a Sustainable data carrier:

**a.** the contact details of CASS Group's where the Consumer may get into contact about any complaints;

**b.** the conditions on which and the manner in which the Consumer may exercise the Right of withdrawal, or, as the case may be, clear information about his being exempted from the Right of withdrawal;

**c.** the information corresponding to existing after-sales services and warranties;

**d.** the price including all taxes of the Product and/or Service where

applicable the delivery costs and the way of payment, delivery or implementation of the Agreement;

e. the Standard form for withdrawal if the Consumer has the Right of withdrawal.

#### **ARTICLE 6 RIGHT OF WITHDRAWAL**

*In case of Products:*

1. The Consumer can revoke an Agreement for a Product without giving reasons during the Reflection period.

2. The Reflection period referred to in **Article 6.1** starts on the day the Product is received by the Consumer or by a third party appointed by him in advance and who is not the carrier, or:

a. if the Consumer ordered several Products in the same order: the day on which the Consumer or a third party appointed by him received the last Product. CASS Group may refuse an order of several Products with different delivery dates provided that he clearly informs the Consumer prior to the order process;

b. in case the delivery of a Product consists of several batches or parts: the day on which the Consumer or a third party appointed by him received the last batch or the last part.

*In case of services:*

3. The Consumer can terminate an Agreement for Services without giving reasons during at least fourteen (14) days. The Reflection period referred to in the previous sentence starts on the day following the conclusion of the Agreement.

#### **ARTICLE 7 CONSUMER'S OBLIGATIONS DURING THE REFLECTION PERIOD**

1. During the Reflection period the Consumer shall handle the Product and the packaging with care. The Consumer shall only unpack or use the Product to the extent necessary for establishing the nature, the characteristics and the effect of the Product. The guiding principle is that the Consumer may only handle and inspect the Product in the manner in which one is allowed to handle a Product in a shop.

2. The Consumer is only liable for the decrease in value of the Product that is caused by the way of handling the Product which went further than allowed in **Article 7.1**.

#### **ARTICLE 8 EXERCISING CONSUMER'S RIGHT OF WITHDRAWAL AND THE COSTS**

1. If the Consumer exercises his Right of withdrawal he shall notify CASS Group unambiguously with the Standard form for withdrawal within the period of reflection.

2. The Consumer shall return the Product or deliver it to (the authorized representative of) CASS Group as soon as possible but within fourteen (14) days counting from the day following the notification referred to in sub-section 1. This need not be done if CASS Group offered to collect the Product himself. The Consumer observed the period of returning the Product in any event if the Product is returned before the expiration of the period of reflection.

3. The Consumer shall return the Product with all delivered accessories and if reasonably possible in the original state and packing and in conformity with reasonable and clear instructions given by CASS Group.

4. The risk and the burden of proof for the correct and timely exercise of the Right of withdrawal fall on the Consumer.

5. The Consumer shall bear the direct costs of returning the Product.

6. If the Consumer exercises his Right of withdrawal, all Agreements end by operation of law.

#### **ARTICLE 9 CASS GROUP'S OBLIGATION IN CASE OF WITHDRAWAL**

1. If CASS Group makes the notification of Right of withdrawal by electronic means possible, it shall promptly send confirmation of receipt.

2. CASS Group shall reimburse all payments made by the Consumer as soon as possible but within fourteen (14) days following the day on which the Consumer notified him of the withdrawal.

3. CASS Group shall make use of the same means of payment that the Consumer used, unless the Consumer consents to another method. The reimbursement is free of charge for the Consumer.

4. If the Consumer opted for a more expensive method of delivery instead of the cheapest standard delivery, CASS Group need not reimburse the additional costs for the more expensive method.

#### **ARTICLE 10 EXCLUSION OF THE RIGHT OF WITHDRAWAL**

CASS Group can exclude specific Products and/or Services from the Right of withdrawal but only if CASS Group notified this clearly when making the offer or in good time before concluding the Agreement.

#### **ARTICLE 11 THE PRICE**

1. The price of Products and/or Services provided shall not be raised during the validity period given in the offer, subject to changes in price due to changes in VAT rates.

2. Price increases within three (3) months after concluding the Agreement are permitted only if they are the result of new legislation.

3. Price increases from three (3) months after concluding the Agreement are permitted only if CASS Group has stipulated it and: a. they are the result of legal regulations or stipulations, or; b. the Consumer has the authority to cancel the Agreement before the day on which the price increase starts.

4. All prices indicated in the provision of Product and/or Services are including VAT, unless stated otherwise.

#### **ARTICLE 12 PERFORMANCE OF THE AGREEMENT**

1. CASS Group guarantees that the Products and/or Services comply with the Agreement, with the specifications listed in the offer, with reasonable requirements of usability and/or reliability and with the existing statutory provisions and/or government regulations on the day the Agreement was concluded.

#### **ARTICLE 13 DELIVERY AND EXECUTION**

1. CASS Group shall exercise the best possible care when booking orders and executing Product orders and when assessing requests for the provision of Services.

2. The place of delivery is at the address given by the Consumer to CASS Group.

3. CASS Group shall execute and deliver accepted orders as agreed upon in the Agreement. If the delivery has been delayed, or if an order cannot be filled or can be filled only partially, the Consumer shall be informed about this within thirty (30) days after ordering. In such cases, the Consumer is entitled to revoke the Agreement free of charge and with the right to possible compensation.

4. After revocation in conformity with the preceding paragraph, CASS Group shall return the payment made by the Consumer promptly but

at least within 30 (thirty) days after revocation.

5. The risk of loss and/or damage to Products will be borne by CASS Group until the time of delivery to the Consumer or a representative appointed in advance and made known to the Consumer, unless explicitly agreed otherwise.

#### **ARTICLE 14 PAYMENT**

1. Unless otherwise stipulated in the Agreement or in the additional conditions, the amounts to be paid by the Consumer must be settled within 14 (fourteen) days after the Reflection period, or if there is no Reflection period within 14 (fourteen) days after concluding the Agreement. In case of an Agreement to provide a Service, this period starts on the day that the Consumer received the confirmation of the Agreement.

2. In case the Consumer has not complied with his payment obligation(s) in time, and CASS Group has reminded Consumer that the payment was late and allowed the Consumer a period of 14 (fourteen) days to comply with the payment obligations, the Consumer is to pay the statutory interest on the amount payable and CASS Group is entitled to charge the Consumer with any extrajudicial collection costs. The extrajudicial costs are calculated on the basis of what is common in Dutch practice at that time.

#### **ARTICLE 15 PRIVACY**

1. CASS Group will carefully treat the information provided by the Consumer in accordance with the General Data Protection Regulation and its privacy policy. The most recent version of the privacy policy can be viewed on the CASS Group website.

#### **ARTICLE 16 COMPLAINTS**

1. Complaints about the performance of the Agreement shall be submitted fully and clearly described to CASS Group within a reasonable time after the Consumer discovered the defects.

2. The complaints submitted to CASS Group shall be replied within a period of fourteen (14) days after the date of receipt. Should a complaint require a foreseeable longer time for handling, CASS Group shall respond within fourteen (14) days with a notice of receipt and an indication when the Consumer can expect a more detailed reply.

3. If the complaint cannot be solved in joint consultation within a reasonable time or within four (4) weeks after submitting the complaint, there will be a dispute that is open to the dispute settlement rules as stated in **Article 17**.

#### **ARTICLE 17 DISPUTES**

1. All Agreements between CASS Group and the Consumer to which these General Terms and Conditions apply, are exclusively governed by Dutch law.

2. In case of disputes, the court at the place of Consumer's residence is competent.

## Appendix I: Standard form for withdrawal

### Standard form for withdrawal

(complete this form and return it only when you want to revoke the agreement)

**To:**

CASS Group B.V.  
Zandven 10  
5508 RN Veldhoven  
The Netherlands  
Email: info@cassgroup.nl

I/We hereby inform you that I/we wish to revoke our agreement on the sale of the following products: [specification of the products]\*  
Ordered on\*/received on\* [date of ordering the services or receiving products]

[Consumer's name]

[Consumer's address]

[Consumer's signature(s)] (only when this form is submitted on paper)

\* Delete and/or complete where appropriate