

## **General Terms and Conditions**

### **Article 1 - Definitions.**

The following terms are defined as follows for the application of these general terms and conditions:

**Buyer:** Any person who enters into or has entered into an Agreement with Dutchpro B.V., the user of these general terms and conditions, established and having its office at De Steiger 86, 1351 AG Almere, The Netherlands.

**Agreement:** Any purchase and sale agreement concluded between the Buyer and Dutchpro B.V. concerning the goods offered by Dutchpro B.V. in the course of its normal business operations.

**Terms:** The general sales and delivery terms and conditions of Dutchpro B.V.

### **Article 2 - Applicability of the Terms.**

These terms form part of every offer, quotation, and Agreement and apply to all deliveries and other services performed under an Agreement.

Additional and/or deviating terms of the Buyer - including purchasing conditions - do not form part of the Agreement and are not binding on Dutchpro B.V., unless expressly agreed upon by both parties.

If these Terms are amended, the amended version shall form part of every Agreement concluded between the Buyer and Dutchpro B.V., unless the Buyer expressly notifies Dutchpro B.V. in writing within 14 days of receipt of the amended Terms that they do not agree with the changes.

### **Article 3 - Formation of the Agreement.**

Offers and quotations from Dutchpro B.V. are entirely non-binding unless expressly stated otherwise.

An Agreement is formed when the Buyer places an order with Dutchpro B.V. and Dutchpro B.V. accepts this order. By placing an order, the Buyer accepts the applicability of these Terms. An order is considered accepted by Dutchpro B.V. if Dutchpro B.V. does not notify the Buyer within two weeks that the order is not accepted.

### **Article 4 - Force Majeure.**

If, due to force majeure, the delivery of the ordered goods is impossible, Dutchpro B.V. is released from its obligations under the Agreement. If a delay in delivery occurs due to force majeure, Dutchpro B.V. is released from its obligation to deliver within the specified delivery period.

Force majeure includes any circumstance beyond the control of Dutchpro B.V. that it cannot reasonably influence.

The Buyer is only entitled to terminate the Agreement if fulfillment is impossible or it is established that compliance is not possible within two months.

In the event of force majeure, the Buyer cannot claim compensation for damages from Dutchpro B.V.

Dutchpro B.V. is always entitled to refuse to enter into an agreement for its own reasons without stating the reasons.

#### **Article 5 - Liability.**

Dutchpro B.V. is not liable for any damage suffered by the Buyer or any third party due to shortcomings in the goods delivered by Dutchpro B.V.

Dutchpro B.V. is not liable for any damage suffered by the Buyer or any third party due to non-delivery, incorrect delivery, or late delivery by Dutchpro B.V.

The liability of Dutchpro B.V. concerning the delivered goods under the Agreement is limited to the amount for which the goods are transferred under the Agreement.

Unless otherwise specified, all legal claims against Dutchpro B.V. are subject to a limitation period of one year from the date of the conclusion of the Agreement.

#### **Article 6 - Payment.**

Dutchpro B.V. invoices the amounts owed by the Buyer under the Agreement. Payment must be made to a bank account designated by Dutchpro B.V., without deduction or discount, in the manner and within the term stated on the invoice. If no term is specified, a payment term of ten working days applies.

If the Buyer and Dutchpro B.V. have agreed to pay the invoice by cash on delivery, Dutchpro B.V. will only ship the agreed goods after the Buyer confirms the order to Dutchpro B.V. If the delivery is not received or collected without reason, except when the shipment is not offered by regular postal delivery, Dutchpro B.V. reserves the right to charge the Buyer for the costs of the cash-on-delivery shipment.

Dutchpro B.V. reserves the right to pass on price changes to the Buyer. Dutchpro B.V. will explicitly notify the Buyer of any price changes. The Buyer can terminate the Agreement within three working days after the price change has been explicitly communicated. Termination of the Agreement due to price changes must be submitted in writing or by email to Dutchpro B.V.

If the Buyer moves and/or changes their billing address, they must notify Dutchpro B.V. in writing as soon as possible in advance.

Dutchpro B.V. reserves the right to require advance payment or security for payment from the Buyer at any time.

Without the express consent of Dutchpro B.V., the Buyer is not entitled to offset their payment obligations to Dutchpro B.V. against any claim the Buyer may have against Dutchpro B.V. in any form.

If payment is not made or not made on time, Dutchpro B.V. is entitled, from the due date of the invoice and without prior notice or demand, to charge the Buyer interest of 2.75% per month or part of a month for which payment remains outstanding. Furthermore, Dutchpro B.V. is entitled to charge the Buyer at least 15% of the outstanding principal amount as compensation for extrajudicial collection costs, without prejudice to the right of Dutchpro B.V. to charge the Buyer for the actual (extrajudicial and judicial) costs incurred.

**Article 7 - Retention of Title.**

As long as the Buyer has not fully met all their payment obligations to Dutchpro B.V. under an Agreement for the delivery or provision of goods, including claims for failure to fulfill such an Agreement, Dutchpro B.V. retains ownership of all goods delivered to the Buyer.

**Article 8 - Warranty.**

All products and movable goods offered by Dutchpro B.V. are subject to the warranties provided by the manufacturers of the items.

The warranty is only valid if an original purchase invoice can be presented.

Unless there is gross negligence or intent, Dutchpro B.V. is not liable for any consequential and/or business damage (caused, among other things, by improper use) or defective items.

Dutchpro B.V. is not liable for any damage caused by the website or store location being unavailable for orders.

The Buyer is responsible for selecting, using, and applying the ordered goods from Dutchpro B.V. Dutchpro B.V. provides product information for the Agreement as reasonably as possible.

**Article 9 - Delivery.**

All packages are discreetly packaged and usually delivered by regular postal services, DPD, UPS, or DHL.

Dutchpro B.V. aims for a delivery period of 15 working days for the goods under the Agreement after receipt of payment for the Netherlands, Germany, and Belgium.

If delivery is not possible as stated on the invoice, Dutchpro B.V. reserves the right to charge the Buyer for the incurred costs unless there is gross negligence or intent by Dutchpro B.V.

**Article 10 - Compliance with Legal Obligations.**

The Buyer undertakes not to use any products obtained from Dutchpro B.V. for illegal activities, including but not limited to illegal professional cannabis cultivation. If Dutchpro B.V. has reasonable grounds to suspect a violation of this obligation, it is entitled to refuse or cancel any order.

**Article 11 - Applicable Law and Competent Court.**

All offers, agreements, and legal relationships with Dutchpro B.V. are exclusively governed by Dutch law. All disputes will be exclusively submitted to the competent court in Amsterdam, except where mandatory legal provisions dictate otherwise.