



GENERAL TERMS AND CONDITIONS

DELIVERY, PAYMENT AND SALES CONDITIONS

Terms and conditions for delivery, payment and sales for the Company Certici with url: www.certici.com, the latter legal entity trading under the name Certic.com, among others, each will hereinafter be called Certici in the context of concluding a distance contract

Definitions

In these terms and conditions shall apply:

Reflection period

The period during which the buyer can use his right of withdrawal as referred to in Article 4.

Consumer

The natural person, not acting in the exercise of profession or business, and who enters into a distance contract with Certici.

Day

Calendar day.

Durable data storage medium

Any means that enables the consumer or Certici to store information addressed to him personally, in a way that allows future consultation and unaltered reproduction of the stored information.

Right of Withdrawal

The ability for the buyer to cancel the distance contract within the reflection period.

Distance Contract

An agreement which, in the context of a system organised by Certici for the sale of products at a distance up until the conclusion of the agreement using the Certici web shop, or an agreement, which is concluded via e-mail traffic whereby use can be made of Facebook messenger among other things, and agreements concluded on the basis of telephone contact between Certici and consumer.

Article 1: Applicability

1.1 Only these terms and conditions apply to all agreements concluded with Certici, hereinafter also referred to as the seller.

1.2 Before the distant contract is concluded, the text of these general terms and conditions will be made available to the buyer.

1.3 This provision occurs by making the text of these terms and conditions available to the consumer by post, or by electronic means, and in the latter case in such a way that it can be saved by the consumer in a simple way on a durable data storage medium. If this is not reasonably possible, then it must be indicated where the Certici general terms and conditions can be viewed electronically, and that these will be sent, electronically or otherwise and free of charge, at the request of the consumer, before the distance contract is concluded.

1.4 The applicability of any delivery or payment terms and conditions, or any other general terms and conditions of the buyer of Certici will be explicitly rejected.

1.5 These conditions also apply to agreements with the buyer, for which the implementation requires Certici to call upon on a third party.

1.6 Deviations and/or additions to any provision of these terms and conditions relate solely to the relevant agreement and have no general effect. They are only valid if and insofar as they have been agreed to in writing.

1.7 If one or more of the provisions of these delivery, payment and sales terms and conditions should be wholly or partially invalid or destroyed, the remaining provisions will remain fully applicable.

Article 2: Offers for respective quotes

2.1 Offers for respective quotes from the seller are free of obligation, unless a deadline is set for acceptance of the offer.

2.2 The quote for the respective offer contains a complete and accurate description of the product offered. The description is sufficiently detailed to allow a proper assessment of the offer by the buyer.

2.3 The seller is not bound to deliver at the price stated in the quote, if this price is based on a typing or writing error or if this price is based on an obvious error. The buyer cannot derive any rights if the price for the same item through another Certici sales channel, or from a company affiliated to Certici is lower than the price quoted to him/her and/or charged to him/her.

2.4 Images, drawings, statements of measurements and further descriptions of the items sold are as accurate as possible, but not strictly binding. Minor deviations are permissible without the buyer being allowed to derive any rights.

Article 3: Contract

3.1 The contract is concluded, subject to what is stated in paragraph 4 of this Article, at the time of acceptance by the buyer of the offer, and in meeting the terms and conditions set out in the offer. Telephone orders will only result in a contract if they are confirmed in writing by the seller.

3.2 If the buyer has accepted the offer electronically, Certici will immediately acknowledge the acceptance of the offer with an electronic receipt.

3.3 If the contract is created electronically, and the buyer pays Certici electronically, then Certici shall take appropriate security measures to that effect.

3.4 Certici may inform themselves or can request further information from the buyer in regards to whether they can meet their payment obligations, and all the facts and circumstances that are important to Certici with respect to the question of whether they want to enter into the contract. If, based on this investigation, Certici is justified not to enter into the contract with the buyer, then Certici is entitled to refuse an order or request, or to attach special terms and conditions to the concluded contract.

3.5 Certici will make the following information available to the buyer about the product.

- a. Certici's physical address, where the buyer can contact them with any complaints
- b. the conditions under and the way in which the buyer can use the right of withdrawal
- c. information on warranties and after-sales service

3.6 If the seller's prices of materials, raw materials or semi-finished products, freight, taxes, exchange rates and/or other cost factors have increased in the period between the conclusion of the contract and the date of delivery, the seller is entitled to charge a higher sale price corresponding to the cost increase.

3.7 During the execution of the contract, the seller has the right to require certainty about their creditworthiness, at the expense of the buyer.

Article 4: Right of withdrawal

4.1 When purchasing products, the buyer has the option to terminate the contract without giving any reason within seven working days, unless it concerns a personal product. This reflection period of seven working days will begin on the day following receipt of the product by the consumer, or by his representative.

In the event of a special request by the buyer regarding the purchased, causing the purchase to be regarded as a personal product due to the request of the buyer, the buyer does not have the ability to terminate the contract. Before the purchase of a personal product, Certici will inform the buyer that it concerns a personal product.

4.2 During the aforementioned reflection period of seven working days, the buyer will handle the product and packaging carefully. He will only unpack or use the product to the extent necessary to assess whether he wishes to retain the product. If he exercises his right of withdrawal, he will return the product with all delivered accessories and in the original condition and packaging to Certici, in accordance with the instructions provided by Certici.

Article 5: Costs in case of withdrawal

5.1 If the buyer exercises his right of withdrawal, the buyer will be responsible for the cost of returning the product.

Article 6: Delivery

6.1 Delivery takes place by Certici shipping to the buyer, or by delivery to the buyer or his representative.

6.2 The delivery location is the address that the buyer has communicated to Certici.

6.3 Certici will complete its accepted orders expeditiously within 30 days, unless a longer delivery time was agreed upon. If delivery is delayed or if an order is not or only partially completed, then the buyer will receive notice of this no later than 30 days after he has placed the order. In this case, the buyer has the right to terminate the contract without penalty.

6.4 The delivery terms specified by Certici can never be regarded as strict deadlines. If delay in the delivery stays within reasonable limits, or it is not caused by Certici, then this cannot be a reason for the buyer to demand compensation.

6.5 If the seller would nevertheless be liable for exceeding a term, its maximum liability would be limited to the amount of profit for Certici in the context of the respective sale. Certici is never liable for lost profits, losses, incurred costs, intangible damage, including emotional harm or stagnation damages, from the buyer.

6.6 If delivery of a product ordered by the buyer proves to be impossible, then Certici will endeavour to provide a replacement article. We will report, no later than during the delivery, in a clear and understandable manner, that a replacement item has been delivered. Replacement items are also subject to the right of withdrawal, unless it concerns a personal product, as defined in Article 4.1.

6.7 The risk of damage and/or loss of purchased products is borne by Certici, until the time of delivery to the buyer or his representative. From the time of delivery, the risk of damage and/or loss is borne by the buyer.

Article 7: Payment

7.1 The basic principle is that all items sold by Certici will be paid for by the buyer before the delivery, unless otherwise expressly agreed between the parties.

7.2 Invoices for items delivered by Certici will be sent to the billing address specified by the buyer.

7.3 All by Certici quoted prices include VAT and any costs of insurance against damage, loss and/or theft, until the time of delivery of the product to the buyer or his representative, unless otherwise agreed in advance.

7.7.4 The seller shall be entitled, regarding items that they might be holding for the buyer, to use its right of retention, until the amount receivable has been paid in full by the buyer.

Article 8: Complaints/Claims

8.1 An appeal from the buyer stating that the goods delivered do not conform to the agreement, cannot be invoked against Certici after the expiry of the period of seven working days referred to in Article 4.1. When this period is exceeded all claims lapse. Claims on used items will not be accepted under any circumstances.

8.2 The claim must state the date and number of the relevant invoice. The buyer is also not entitled to a claim if he cannot produce a valid, completed warranty certificate relating to the purchased item.

Certici's warranty obligation towards the buyer shall in no event go beyond the warranty obligation that the supplier of the item sold by Certici has towards Certici.

8.3 An appeal by the buyer for visible defects or damage to the delivered items cannot be enforced against the seller if the buyer did not note these shortages and/or damages on the delivery docket or the transport document, or have the carrier draw up a formal report.

8.4 Evidence that the delivered item does not conform to the contract must be supplied by the buyer.

8.5 If the buyer files a complaint with the seller in regards to the delivered product, the buyer must give the seller the opportunity to inspect and examine the goods without delay. The seller will carry out any further investigation in the least onerous way, to which the buyer must give the seller the opportunity, if necessary, by delivering the product. All reasonable, actual expenses incurred in the necessary investigation will be borne by the buyer, in case the complaints prove to be unfounded.

8.6 Minor deviations in the delivered items, in regards to size, colour, form and packaging, can be no cause for the buyer to cancel the order after the expiration period of seven working days, referred to in Article 4.1 and/or not to accept the delivered items or claim damages from the seller. The same applies with regards to modifications by the supplier/manufacturer from whom the seller procures its products, to the extent that the changes do not substantially affect the product.

8.7 Timely filed claims will also not be processed if it appears that third parties have changed or repaired something with regards to the product delivered by the seller.

Article 9: Force Majeure

9.9.1 Force majeure is defined as: any situation in which the seller cannot meet its obligations or part of them due to circumstances beyond the fault of the seller and the circumstances which neither on the basis of the law or by a warranty given by the seller are attributable to the seller.

9.2 In the event that after the conclusion of a contract it appears that the execution is difficult or impossible for the seller due to force majeure, the seller has the right to cancel the contracts or to suspend the execution thereof, insofar as they still require fulfillment, at the seller's option, in which case the buyer, considering the circumstances of the case, will be informed as soon as possible.

9.3 Force majeure applies in particular to, provided one and the other is not already understood in paragraph 1, i.e. war, threat of war, civil war, riots, disease, natural disasters, decisions relating to import quotas, decisions relating to the supply of necessary components, materials, raw materials and/or semi-finished products, transport difficulties, including traffic jams, strikes or labour unrest, loss of services by utilities, fire and other serious disruptions in Certici's business or in that of Certici's suppliers. Force majeure also explicitly includes the inability of Certici to deliver as a result of the failure of a Certici supplier.

9.4 In the event of force majeure, Certici has the right to choose - even in the event of a notice of default by the buyer - to extend the delivery period by the duration of the force majeure or to dissolve the agreement, insofar as it has not yet been executed, without Certici being liable for any damages in whatever form except under the provisions of Article 78 of book 6 of the Dutch Civil Code.

Article 10: Liability

10.1 The seller's liability is eliminated in case of force majeure on its side, in which case the seller, due to permanent or temporary impossibility of compliance, has the right to terminate the contract in whole or in part.

10.2 Certici is never liable for damage caused by wear and/or tear of the items sold, nor liable for the loss of stones from jewellery and/or watches. This risk is for the buyer.

Furthermore, even contracts by the buyer for setting stones and/or contracts by the buyer for engraving work, every risk including the risk of damage, is for the buyer.

10.3 The liability of the seller, in case of liability under this Article 10, is at all times limited to an amount equivalent to 100% of the invoice amount. The seller is never liable for lost profits, incurred losses, incurred costs, intangible damage, including emotional harm or stagnation damages, from the buyer.

10.4 For any damages resulting from defects in the Certici software, including the presence of a virus in it, Certici is not liable, unless any damage is caused by intent and/or gross negligence of the seller or one of his subordinates.

Article 11: Disputes

11.1 Dutch law is applicable to all contracts with Certici. The applicability of the Vienna Sales Convention is excluded.

11.2 Disputes that have arisen between Certici and the buyer will be submitted exclusively to the competent court in Rotterdam.