

GENERAL TERMS AND CONDITIONS INTOLERAN FOR CONSUMERS

Article 1 – Definitions

In these conditions the respective terms have the following meanings:

1. **Additional agreement:** an agreement whereby the consumer acquires products in connection with a distance contract and these items are delivered by Intoleran or by a third party on the basis of an agreement between that third party and Intoleran;
2. **Reflection period:** the period within which the consumer can make use of his right of withdrawal;
3. **Consumer:** the natural person who does not act for purposes related to his trade, business, craft or professional activity;
4. **Right of withdrawal:** the possibility for the consumer to cancel the distance contract within the statutory period;
5. **Intoleran:** the legal entity that offers products to consumers;
6. **Distance contract :** an agreement concluded between Intoleran and the consumer, whereby the parties exclusively or partly use one or more techniques for (electronic) distance communication;

Article 2 - Identity of Intoleran

Intoleran

- Fruitier de Talmaweg 6 8435 WE Donkerbroek Netherlands
- Telephone number: +31(0)516794524 info@intoleran.com
- Chamber of Commerce number: 68944705 / VAT identification number: nl85659327B01

Article 3 - Applicability

1. These general terms and conditions apply to every offer from Intoleran and to every distance contract concluded between Intoleran and the consumer.
2. Before the distance contract is concluded, the text of these general terms and conditions will be made available to the consumer electronically in such a way that it can be easily stored by the consumer on a durable medium.

Article 4 - The offer

1. If an offer has a limited period of validity or is made subject to conditions, this will be explicitly stated in the offer.
2. The offer contains a complete and accurate description of the products being offered. The description is sufficiently detailed to enable the consumer to make a proper assessment of the offer. If Intoleran uses images, they are a true representation of the products content offered. Obvious mistakes or errors in the offer do not bind Intoleran.
3. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to accepting the offer.

Article 5 - The agreement

1. The agreement is concluded at the moment the consumer electronically accepts the offer and meets the corresponding conditions.

2. Intoleran will immediately electronically confirm receipt of acceptance of the offer. As long as the receipt of this acceptance has not been confirmed by Intoleran, the consumer can dissolve the agreement.
3. Intoleran takes appropriate technical and organizational measures to secure the electronic transfer of data and ensures a secure web environment. If the consumer pays electronically, Intoleran will observe appropriate security measures.
4. At the latest upon delivery of the product to the consumer, Intoleran will provide the following information, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable medium:
 - a. The visiting and/or electronic address of Intoleran where the consumer can go with complaints;
 - b. the conditions under which and the way in which the consumer can make use of the right of withdrawal;
 - c. information about guarantees and existing after-sales service;
 - d. the price, including all taxes on the product, service or digital content; insofar as applicable, the costs of delivery; and the method of payment, delivery or implementation of the distance contract;

Article 6 - Right of withdrawal

1. The consumer can dissolve an agreement regarding the purchase of a product during a period of 14 days, without giving reasons.
2. The period referred to in paragraph 1 starts on the day after the consumer has received the product, or (a) if the consumer has ordered several products in the same order: the day on which the consumer received the last product, or (b) if the delivery of a product consists of several shipments or partial shipments: the day on which the consumer received the last shipment or the last part; or (c) in case of contracts for regular delivery of products during a certain period: the day on which the consumer has received the first product.

Article 7 - Obligations of the consumer during the reflection period

1. During the reflection period, the consumer will handle the product and packaging with care. He will only unpack or use the product to the extent necessary to determine the nature, characteristics and operation of the product. The consumer may only handle and inspect the product as he would be allowed to do in a store.
2. The consumer is only liable for the depreciation of the product to the extent this is the result of a way of handling the product that goes beyond what is permitted in paragraph 1.
3. The consumer is not liable for depreciation of the product if Intoleran has not provided him with all legally required information about the right of withdrawal before or at the conclusion of the agreement.

Article 8 - Exercise of the right of withdrawal by the consumer and costs thereof

1. If the consumer makes use of his right of withdrawal, he must report this to Intoleran within the off period referred to in Article 6.1, by means of the model withdrawal form or in another unambiguous manner.
2. As soon as possible, but within 14 days from the day following the notification referred to in paragraph 1, the consumer returns the product to Intoleran.

3. The consumer returns the product with all accessories supplied, if reasonably possible in its original condition and packaging, and in accordance with the reasonable and clear instructions provided by Intoleran.
4. The risk and the burden of proof for the correct and timely exercise of the right of withdrawal lies with the consumer.
5. The consumer bears the direct costs of returning the product.
6. If the consumer exercises his right of withdrawal, all additional agreements will be dissolved by operation of law.

Article 9 - Obligations of Intoleran in case of withdrawal

1. If Intoleran facilitates the electronically notification of withdrawal by the consumer, Intoleran will immediately send a confirmation of receipt after receipt of this notification.
2. Intoleran will reimburse all related payments made by the consumer, including any delivery costs charged by Intoleran for the returned product, without delay, but within 14 days following the day on which the consumer notifies him of the withdrawal. Unless Intoleran offers to collect the product himself, he may wait with paying back until he has received the product or until the consumer demonstrates that he has returned the product, whichever is the earlier.
3. Intoleran uses the same payment method that the consumer used for reimbursement, unless the consumer agrees to a different method. The reimbursement is free of charge for the consumer.
4. If the consumer has opted for a more expensive method of delivery than the cheapest standard delivery, Intoleran does not have to reimburse the additional costs for the more expensive method.

Article 10 - Exclusion of right of withdrawal

Intoleran can exclude the following products from the right of withdrawal, but only if Intoleran has clearly stated this in the offer, at least in time for the conclusion of the agreement:

1. Products manufactured according to the consumer's specifications, which are not prefabricated and which are manufactured on the basis of an individual choice or decision of the consumer, or which are clearly intended for a specific person;
2. Products that deteriorate quickly or have a limited shelf life;
3. Sealed products that are not suitable to be returned for reasons of health protection or hygiene and of which the seal has been broken after delivery;

Article 11 - The price

1. The prices stated in the offer of products or services include VAT.

Article 12 - Compliance with the agreement and extra guarantee

1. Intoleran guarantees that the products comply with the agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or usability and the legal provisions and/or government regulations existing on the date of the conclusion of the agreement.
2. An extra guarantee provided by Intoleran never limits the legal rights and claims that the consumer can assert against Intoleran on the basis of the agreement in case Intoleran has failed to fulfill its part of the agreement.

3. An additional guarantee is understood to mean any obligation of Intoleran in which it grants the consumer certain rights or claims that go beyond what he is legally obliged to do in the event that he has failed to fulfill his part of the agreement.

Article 13 - Delivery and execution

1. Intoleran will take the greatest possible care when receiving and executing orders for products.
2. The place of delivery is the address that the consumer has made known to Intoleran.
3. With due observance of what is stated in Article 4 of these general terms and conditions, Intoleran will execute accepted orders expeditiously, but no later than 30 days, unless another delivery period has been agreed. If the delivery is delayed, or if an order cannot or only partially be executed, the consumer will be notified hereof no later than 30 days after placing the order. In that case, the consumer has the right to terminate the agreement without costs.
4. After termination in accordance with the previous paragraph, Intoleran will immediately refund the amount paid by the consumer.
5. The risk of damage and/or loss of products rests with Intoleran until the moment of delivery to the consumer, unless explicitly agreed otherwise.

Article 14 - Payment

1. Unless otherwise stipulated in the agreement or additional conditions, the amounts owed by the consumer must be paid within 14 days after the start of the reflection period.
2. The consumer has the duty to report to Intoleran all inaccuracies in provided or stated payment details by him without delay.
3. If the consumer, after he has been informed by Intoleran of consumer's non-compliance with payment obligations and Intoleran has granted the consumer a period of 14 days to still fulfill his payment obligations, again does not make the full payment(s) within this 14-day period, the statutory interest is due on the outstanding amount and Intoleran is entitled to charge the extrajudicial collection costs incurred by it. These collection costs amount to a maximum of: 15% on outstanding amounts up to € 2,500; 10% over the next € 2,500 and 5% over the next € 5,000 with a minimum of € 40. Intoleran can deviate from the stated amounts and percentages for the benefit of the consumer.

Article 15 - Complaints procedure

1. Complaints about the performance of the agreement must be submitted fully and clearly described to Intoleran within a reasonable time after the consumer has discovered the defects.
2. Complaints submitted to Intoleran will be answered within a period of 14 days from the date of receipt.
3. The consumer grants Intoleran in any case 4 weeks to resolve the complaint. Only after this period, a dispute arises that is subject to the dispute settlement procedure.

Article 16 - Disputes

Agreements between Intoleran and the consumer to which these general terms and conditions apply are exclusively governed by Dutch law.

Article 17 - Additional or deviating provisions

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