

Werkman Horseshoes Webshop General Conditions

Article 1. Definitions

- Werkman: Werkman Horseshoes
- Webshop: Werkman website at which articles are offered for sale
- Agreement: the sales agreement that is concluded in the Webshop
- Buyer: every other party with whom an agreement is concluded by Werkman in its Webshop
- Consumer buyer: Buyer who is not acting for professional or business purposes
- Products: all items that are offered by Werkman in its Webshop
- Conditions: these general conditions

Article 2. Applicability

1. These Conditions apply to every offer made by Werkman in its Webshop and to all Agreements concluded electronically with Werkman in its Webshop.
2. The buyer accepts applicability of these Conditions if and as soon as he accepts an offer by Werkman in the Webshop in the way indicated in the Webshop. Applicability of Buyer Conditions, indicated in whatever way at whatever point, is not accepted.
3. Werkman retains the right to modify or extend its Conditions, allowing those modified Conditions to apply to future Agreements.
4. Exemption from these Conditions is exclusively allowed if this has been agreed expressly in writing between parties.

Article 3. Offer, acceptance and Agreement

1. An offer (including a quotation) in the Werkman Webshop is subject to the right to change. Werkman tries to present the information in its Webshop as correctly and completely as possible. However, it has the right to change an offer, expressly including the price, and does not guarantee the Products offered to be available from stock. Special offers (indicated as such in the Webshop) are exclusively valid as long as stocks last.
2. An Agreement is concluded between Werkman and the Buyer if:
 - a.) the Buyer has entered his details into the designated screen of the Webshop Internet site and the data concerned ("order form") have been sent to Werkman electronically and then an order confirmation has been sent via email by Werkman to the email address indicated by the Buyer;
 - b.) the Buyer, deviating from a.), has indicated by phone he wants to buy a Product and then an order confirmation has been sent via email by Werkman to the email address indicated by the Buyer.
3. The Buyer expressly recognizes that the absence of a deed that demonstrates the agreement does not prevent an Agreement from existing. Insofar as this is permitted by law, the Werkman electronic

files serve as compelling evidence that the Agreement and its contents exist, subject to any counter evidence to be provided by the Buyer.

4. Information, pictures, (oral) announcements, lists, downloadable files or appendices and so forth related to the Products (or their characteristics) given in the Webshop, by phone or via email are displayed or made as accurately as possible. However, Werkman does not guarantee that the Products fully correspond with the information given. Deviations that can reasonably be considered of minor significance are no grounds for any liability on the part of Werkman and are no grounds for dissolution of the Agreement.

Article 4. Prices

1. All prices have been stated in Euros and include VAT, excluding delivery charges and any possible additional costs.

2. Prices stated for special offers are only valid for the period indicated, but in any case only as long as stocks last.

3. Delivery charges and other possible additional costs are indicated as much as possible before the Buyer concludes the Agreement electronically. These costs are also mentioned in the order confirmation sent by email.

4. The Buyer is due the price mentioned in the order confirmation received from Werkman by email. If, for whatever reason, Werkman was unable to include all costs referred to in subsection 3 in the order confirmation, the missing part is added to the amount due. In that case, the Buyer has the right to dissolve the Agreement within seven days.

Article 5. Payment

1. When concluding an Agreement, the Buyer can choose from the following types of payment:

- a. advance payment by bank
- b. cash on delivery payment
- c. payment via iDEAL
- d. granting of a one-time authorization to write off the amount due in advance
- e. payment by credit card

2. Costs are involved in cash on delivery payments and payment by credit card. These are indicated in the confirmation email.

Article 6. Delivery

1. Agreements are carried out as quickly as possible. Werkman aims to dispatch orders placed on a working day before xxx hour, on the next working day. The maximum delivery term is 30 days after

concluding the agreement, excluding advance payments that involve a maximum delivery term of 30 days after receipt of payment. After expiry of the 30-day delivery term, the Buyer has the right to dissolve the Agreement. In that case, the paid purchasing price is refunded within five working days after receiving the dissolution statement. If the delivery and the dissolution statement come at the same time, the dissolution statement issued by the Buyer does not have any effect and the Agreement is considered completed.

2. If a purchased Product is not in stock, Werkman informs the Buyer by email as soon as possible after receiving the order when the Product can be delivered. If the delivery term is more than 30 days after concluding the Agreement (receiving payment in case of advance payment by the Buyer respectively), the Buyer has the right to dissolve the purchase.

3. Delivery takes place at the delivery address indicated by the Buyer when ordering. If a separate delivery address is missing, delivery takes place at the invoice address. The Buyer makes sure delivery can take place at the selected delivery address during working days from 8 AM to 5 PM.

4. The risk for the delivered Product passes to the Buyer as soon as it has been delivered to him.

Article 7. Claim, Exchange, Buyer right of return

1. After delivery, the Buyer is obliged to immediately check thoroughly whether the products correspond with the Agreement and to report to Werkman any defaults within a two-month period, subject to lapse of all claims related to non-correspondence of the Product and the Agreement.

2. The Buyer has the right to exchange the Product. Exchanging is exclusively possible upon submission of the original invoice and within seven working days after delivery of the Product. The Buyer can choose a refund of the purchasing amount or exchange the Product. Delivery charges remain due.

3. If the buyer is a Consumer buyer, he can exert his legal right of withdrawal within fourteen (14) working days after delivery of the Product without statement of reasons and without being charged any costs, provided the Product is undamaged and is placed in the original and undamaged packaging (if applicable).

4. Return of the Product takes place at the expense and risk of the (Consumer) buyer.

Article 8. Reservation of ownership

1. Ownership of Products, notwithstanding the actual delivery, does not pass to the Buyer until he has entirely met all he is due on the basis of any legal relationship with Werkman of whatever nature, including compensation of interest and costs, also related to previous or later deliveries as well as activities that might have taken or will take place. It is regardless whether the legal relationship is resulting from an Agreement or has originated otherwise.

2. The Buyer is not allowed to use, redeliver to a third party or place outside of his control in any way the Product before its ownership has passed to him.

Article 9. Guarantee and liability

1. Werkman guarantees that the Product delivered by it corresponds with the agreement. Werkman is never liable for any damage caused by incorrect or improper use of the Product.
2. In the case Werkman is considered liable based on the Agreement, liability is limited to the price paid for the Product by the Buyer as a maximum. Liability for consequential damage or trading loss, indirect damage, loss of profit or turnover and so forth, is expressly excluded.

Article 10. Intellectual property

1. Werkman remains the owner of all intellectual property rights related to the Product and the Webshop (and its contents). 'Intellectual property rights' include, but are not limited to, patent rights, copyrights, trade mark rights, rights to drawings and models and/or other (intellectual property) rights, including patentable technical and/or commercial know how, methods and concepts.
2. The Buyer needs written consent from Werkman for anything that can be qualified as using intellectual property rights.

Article 11. Personal data

1. Data entered into the Werkman website by the Buyer are only used to process orders made or to send requested information. Buyer data are not supplied to third parties.

Article 12. Applicable law and competent court

1. Dutch law applies exclusively to all offers and agreements.
2. The competent court is the Groningen court, in the Netherlands. In the event the Buyer is a Consumer buyer, the competent court is the one within whose district the Buyer resides.

Article 13. Miscellaneous

1. Werkman has its registered office in Groningen (9721 BT), at Helpermolenstraat 43. Besides, it is registered with the Dutch Chamber of Commerce of Groningen under No. 020-12940. The Werkman VAT number is NL002392239B01.
2. All legal notifications related to the Agreement referred to in these conditions need to be made to shop@werkman.nl or to the address indicated in subsection 1. Werkman can also be contacted for other purposes via phone number +31 50- 5218121 or fax number +31 50-5258256.