

## General Terms and Conditions Stopflies.eu (internet sales only)

### Definitions

**Stopflies** The private company Stopflies.eu B.V., the user of these general terms and conditions.

**Agreement** An agreement concluded by and between Stopflies and the Customer concerning one or more products delivered by Stopflies.

**Terms and Conditions** These general terms and conditions of which Stopflies is the user.

**Customer** The natural or legal person who concluded an agreement with Stopflies.

**Consumer** The Customer who is a natural person and who does not act in the course of a profession or business and who enters into an agreement with Stopflies.

**Products** Products against flies as offered on the Website.

**Distance Agreement** An agreement where within the framework of a system for distance selling of products, organised by Stopflies, exclusively one or more techniques for distance communication are used up to and including the conclusion of the agreement.

**Website** The internet site [www.stopflies.eu](http://www.stopflies.eu)

**Web Shop** The web shop active on the Website.

**Reflection Period** The time limit within which the Consumer can make use of his right of withdrawal.

**Right of Withdrawal** The possibility for the Consumer to back out of the distance agreement within the reflection period.

### **Article 1. Applicability**

1.1 These terms and conditions are with the exclusion of possible other general terms and conditions applicable to all offers, orders and agreements of Stopflies. The acceptance of an offer or the placing of an order implies that the Customer accepts the applicability of these terms and conditions and accepts that they constitute part of the concluded sale and purchase agreement.

1.2 All rights and claims, stipulated in these terms and conditions and in possible additional agreements for the benefit of Stopflies, are equally stipulated for the benefit of intermediaries and other third parties hired by Stopflies.

1.3 Deviations from these terms and conditions can only be stipulated in writing and are only valid with regard to the specific agreement to which the deviations are related.

1.4 In the event of an obscurity about the interpretation of one or more provisions of these terms and conditions the interpretation must take place 'in the spirit' of these provisions.

1.5 If a situation arises between the parties that has not been regulated in these terms and conditions said situation must be assessed according to the spirit of these terms and conditions.

1.6 The applicability of possible purchasing or other terms and conditions of the Customer is expressly rejected.

1.7 In the event one or more provisions of these terms and conditions would at any time be declared null and void or be cancelled the remaining provisions of these terms and conditions remain in full force and effect. Stopflies and the Customer shall in that case consult with each other in order to agree on new provisions in replacement of the invalid or null and void provisions, during the course of which the objective and the scope of the original provision is taken into account as much as possible.

1.8 Apart from these terms and conditions additional terms and conditions can apply to specific products, provided expressly indicated.

1.9 In the event these terms and conditions and the agreement contain mutually contradicting provisions, the terms and conditions included in the agreement shall prevail.

1.10 If during a short or longer period of time Stopflies allowed, whether or not tacitly, deviations from these terms and conditions this shall not affect its rights to yet claim direct and strict compliance with these terms and conditions. The Customer can never derive any right from the fact that Stopflies applies these terms and conditions flexibly.

### **Article 2. Offers/agreements**

2.1 Before the distance agreement is concluded the text of these terms and conditions is made available to the Customer. If this is within reason not possible it shall before the distance agreement is concluded be indicated that the terms and conditions are available for inspection at Stopflies and that at the request of the Customer they are forthwith sent free of charge.

2.2 If the distance agreement is concluded electronically, contrary to the provisions set forth in the previous paragraph and before the distance agreement is concluded, the text of these terms and conditions can be rendered available to the Customer electronically in such manner that these data can easily be stored by the Customer in a durable manner. If this is, within reason, not possible before the distance agreement is concluded it shall be indicated where note can be taken of the terms and conditions electronically and that at the request of the Customer they shall be sent electronically or otherwise free of charge.

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- 2.3 All offers of Stopflies are without engagement and as long as supplies last. Stopflies expressly reserves the right to change the prices, in particular if this is required on the basis of (statutory) regulations.
- 2.4 An agreement only comes into being after acceptance of the order by Stopflies. Stopflies is authorised to refuse orders stating reasons or to impose special conditions on the delivery, unless expressly stipulated otherwise. If an order is not accepted Stopflies communicates this within ten (10) working days after receipt of the order.
- 2.5 Stopflies cannot be held to comply with its offers if the Customer, according to the principles of reasonableness and fairness and generally accepted standards, should have understood that the offer or a part thereof contains an apparent error or clerical error.
- 2.6 Stopflies can – within the legal frameworks – inform itself of the fact as to whether the Customer can comply with its payment obligations as also of all those facts and factors that are relevant to a responsible conclusion of the distance agreement. If on the basis of this examination Stopflies has good reasons not to enter into the agreement, Stopflies shall be authorised to, whilst stating reasons, refuse an order or application or to impose special conditions on the implementation.
- 2.7 As soon as the Customer placed an order with Stopflies the Customer receives an order confirmation by email. On the order confirmation the Customer finds an overview of the ordered products, including the shipping costs.
- 2.8 Stopflies reserves the right to cancel an order without stating reasons if the order has been filled out incompletely.
- 2.9 Possible additions to and changes of the order can be implemented free of charge, provided the change has been confirmed by Stopflies in writing and the order has not been processed yet. If this is not the case Stopflies reserves the right to refuse additions and changes or to charge extra costs.
- 2.10 If the Customer does not, untimely or improperly comply with one or more obligations by virtue of the agreement(s) concluded with Stopflies the Customer is automatically in default. Stopflies is then entitled to unilaterally dissolve the agreement, either in whole or in part and without any notice of default of juridical intervention being required, by means of a written notice without Stopflies being held to pay any compensation for damages, without prejudice to other rights possibly attributed to Stopflies.
- 2.11 All time limits specified on the Website are indicative. No rights can be derived from the specified time limits.
- 2.12 Oral promises are only binding upon Stopflies after they have expressly been confirmed in writing.
- 2.13 Offers of Stopflies are not automatically applicable to follow-up orders.
- 2.14 Stopflies is authorised to make use of third parties upon the implementation of the agreement.

### **Article 3. Prices**

- 3.1 The prices specified with the products are in EUR and including VAT unless indicated otherwise. Shipping costs are (unless indicated otherwise) not included in the specified prices. In this context reference is made to shipping and returning on the Website for the shipping costs. The administration of Stopflies is, without evidence to the contrary, at all times deemed to provide a correct picture of the orders, deliveries and payments made.
- 3.2 Contrary to the previous paragraph Stopflies can offer products of which the prices are subject to fluctuations on the financial market and which cannot be influenced by Stopflies against variable prices. This link to fluctuations and the fact that possibly specified prices are target prices is mentioned in the offer.
- 3.3 Stopflies is not responsible for possible import and customs duties if the order is sent to another country than the Netherlands. The customer must personally pay for these costs.
- 3.4 Price increases within three (3) months after the conclusion of the agreement are only permitted if they are the result of statutory regulations or provisions.
- 3.5 Price increases as from three (3) months after the conclusion of the agreement are only permitted if:
- Stopflies stipulated this and they are the result of statutory regulations or provisions;
  - or the Customer is authorised to terminate the agreement against the day on which the price increase takes effect.
- 3.6 Stopflies cannot be held to comply with price indications that are evidently incorrect, e.g. as a result of apparent printing or clerical errors. No rights can be derived from unlawful price information.
- 3.7 Additional (payment or order) conditions can be imposed on the order. In case of payment by bank or giro the date of payment is considered to be the date of the credit entry on the bank or giro account of Stopflies. If the order is picked up payment can be effectuated in cash.

### **Article 4. Payments**

- 4.1 Payment can take place in (one of) the manner(s) specified during the order process on the Website.
- 4.2 Payment must in any case take place without discount or compensation within then (10) days after the date of the invoice if it regards deliveries in the Netherlands and within twenty-one (21) days after the date of the invoice if it regards deliveries outside of the Netherlands, unless stipulated otherwise in writing.

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- 4.3 In case of an overstepping of the payment term the Customer is in default as from the date that payment should have taken place and as from that date the Customer is also held to pay default interest equal to 1% over the outstanding amount per month or part of a month. If payment takes place after demand by Stopflies the Customer is held to pay an amount of twenty-two Euros and sixty-nine Eurocents (€ 22.69) on account of administration costs and if Stopflies outsources the collection of its claim, the Customer is also held to pay the collection costs which shall be charged in conformity with the Voorwerk II Report, without prejudice to the authority of Stopflies to instead thereof claim the actually incurred extrajudicial collection costs.
- 4.4 If the Customer defaults in any payment Stopflies is authorised to suspend (the implementation of) the relevant agreement and the associated agreements or to dissolve the same.
- 4.5 Invoices are handed or sent upon delivery. The invoices are also the warranty certificate for the Customer.
- 4.6 The Customer is obliged to immediately report inaccuracies in supplied or specified payment data to Stopflies.
- 5.7 Shipment shall (provided in stock) take place within three (3) working days. Exceptions to this are possible and also depend on the availability of the relevant product. This is clearly indicated on the Website.
- 5.8 Said delivery time is only applicable as an indication and is never a fatal deadline. Stopflies can specify further information concerning delivery times on the Website or communicate this in another manner. This kind of information only has an indicative nature.
- 5.9 Stopflies is not responsible for a possible delay that occurs in the delivery by TNT or courier service or any other carrier hired by Stopflies. In case of shipment to addresses outside of the Netherlands a longer shipment period must be taken into account.
- 5.10 If the delivery incurs a delay either because it is (temporarily) out of stock or for other reasons or if an order cannot or only partly be carried out the Customer receives a notification of this no later than thirty (30) days after he has placed the order. In that case the Customer is entitled to cancel the order without costs. Stopflies shall in that case provide for repayment.
- 5.11 Deviations in colour, type, text and/or price changes are reserved. In case of significant deviations in model, colour and price the Customer is informed in advance. The Customer then has the possibility of dissolving the sale and purchase agreement.

### **Article 5. Delivery**

- 5.1 Stopflies shall abide by the utmost care when taking receipt of and upon the implementation of orders of products.
- 5.2 If the delivery of an ordered product appears to be impossible Stopflies shall make every effort to render a substitute product available. No later than upon the delivery shall it be communicated in a clear and understandable manner that a substitute product is delivered. The costs associated with a return shipment are in this case, in the event of reliance upon the right of withdrawal, at the expense of Stopflies.
- 5.3 Unless stipulated otherwise, the delivery takes place ex Stopflies. Stopflies is not responsible for possible delays occurring in the delivery by TNT Post, or by any other carrier hired by Stopflies.
- 5.4 The risk with regard to the products transfers to the Customer at the time of delivery.
- 5.5 Stopflies is not liable for any damages incurred on the part of the Customer or third parties during or as a result of the delivery, unless it is demonstrated that the damages are the result of gross culpability, gross negligence or intent on the part of Stopflies.
- 5.6 The latest delivery date is thirty (30) days after the order has been placed/payment has been received, except to the extent that the delay cannot be blamed on Stopflies. With an order of products to be delivered by Stopflies the location of delivery must be specified as accurately as possible. Unless stipulated otherwise, delivery takes place at the address of the Customer communicated to Stopflies.

### **Article 6. Reservation of title**

- 6.1 The title of delivered products only transfers if the Customer paid Stopflies all that which is payable by virtue of any agreement. The risk of the products already transfers to the Customer at the moment of delivery.
- 6.2 If the sold goods have been delivered but have not been paid yet the Customer cannot transfer these goods to third parties or render them available on the basis of whatever title or whatever name. This includes, among other things, the (partial) transfer of the title of the goods or the (partial) establishment of a collateral security or non-possessory pledge on the goods.
- 6.3 In case of loss, damage, sequestration and the like of the sold goods the Customer is obliged to, as long as integral payment did not take place, report this to Stopflies within twenty-four (24) hours after the discovery.
- 6.4 As a result of the mere fact of non-compliance with or violation of the provisions set forth in this article the Customer forfeits an immediately claimable fine up to the amount equal to the purchase price.
- 6.5 Paragraph 2 is not applicable if the Customer carries on a company during the course of which the sale of the delivered goods is the objective.

### **Article 7. Claims**

- 7.1 The Customer is obliged to inspect the delivered goods immediately after receipt. Possible defects must be

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reported to Stopflies by the Customer in writing no later than within fourteen (14) days after discovery.

- 7.2 Minor deviations in quality of the delivered goods, which are technically inevitable or are generally permitted in commercial traffic, cannot be reason for a claim or for dissolution of the agreement.
- 7.3 If it has been demonstrated that the products do not comply with the agreement Stopflies has the choice upon return shipment either of replacing the relevant products by new products or of repaying the invoice price plus the shipping costs of the shipment thereof.
- 7.4 The provisions set forth in this article do not affect the provisions set forth in article 11 concerning the warranty.

### **Article 8. Right of withdrawal**

- 8.1 The provisions in this article are only applicable in case of a distance agreement concluded with a Consumer.
- 8.2 Upon the purchase of products the Consumer has the possibility of dissolving the agreement without stating reasons during a period of seven (7) working days. This time limit starts on the date of receipt of the product by or on behalf of the Consumer.
- 8.3 During this time limit the Consumer shall handle the product and the packaging accurately. He shall only unpack or use the product to the extent necessary to assess as to whether he intends to keep the product. If he makes use of his right of withdrawal he shall return the product to Stopflies with all also delivered accessories and – if within reason possible – in the original state and packaging in conformity with the reasonable and clear instructions provided by Stopflies.
- 8.4 If the Consumer makes use of his right of withdrawal at most the costs of the return shipment shall be at his expense.
- 8.5 If the Consumer has already paid an amount Stopflies shall forthwith, yet no later than within thirty (30) days after the return shipment or the withdrawal, repay this amount.
- 8.6 Stopflies reserves the right to refuse returned goods (within or outside of the reflection period of seven (7) working days) or to only credit a part of the paid amount if the suspicion exists that the product has been used, the packaging has (fully or partly) been damaged or has otherwise been damaged by actions of the Consumer.
- 8.7 In case of a request for a return shipment the name of the Consumer and the order number under which the product has been delivered must in advance be reported to Stopflies by email. Stopflies shall then communicate the return address to the Consumer. Not reported return shipments are not processed.
- 8.8 Unpaid return shipments are not accepted.
- 8.9 Excluded from the right of withdrawal are products:
  - that were realised by Stopflies in accordance with the specifications of the Consumer;

- that are clearly of a personal nature;
- that cannot be returned as a result of their nature.

### **Article 9. Communication**

- 9.1 The Customer and Stopflies expressly agree that by making use of electronic means of communication a valid agreement is concluded as soon as the conditions set forth in article 2 are met. In particular also the lack of an ordinary signature does not affect the binding force of the offer and the acceptance thereof. In this context the electronic files of Stopflies shall, to the extent permitted by law, apply as an assumption of evidence.
- 9.2 Stopflies is not liable for misunderstandings, corruptions or delays or improper despatch of orders and communications as a result of the use of the internet or any other means of communication in the traffic between the Customer and Stopflies or between Stopflies and third parties, unless and to the extent that there is question of intent or gross culpability on the part of Stopflies.
- 9.3 Stopflies corresponds with a Customer by means of email sent to the email address communicated by the Customer and is not held to use any other means of communication in case of a normal course of affairs.
- 9.4 As a result of the dependence upon the internet and having regard to its uncertain and sometimes unstable nature it is possible that the Website of Stopflies is not always accessible. Stopflies is never liable for this.

### **Article 10. Force majeure**

- 10.1 Without prejudice to the other rights attributed to the same, in case of force majeure Stopflies is entitled to, at its sole discretion, suspend the implementation of the order or to dissolve the agreement without judicial intervention being required. This shall be communicated to the Customer in writing. In the latter instance Stopflies shall not be held to pay any compensation for damages, unless this would be unacceptable in the given circumstances according to the principles of reasonableness and fairness.
- 10.2 In these terms and conditions force majeure is understood as, apart from that which has been included in this area in the law and case-law, all external causes, foreseen or not, beyond the control of Stopflies however as a result of which Stopflies is unable to comply with its obligations. This also includes strikes at the company of Stopflies. Force majeure is also understood to comprise failures in a (telecommunication) network or connection with the communication systems used and/or unavailability of the internet site at any moment in time.
- 10.3 During the period that the force majeure continues the parties can suspend the obligations by virtue of the agreement. If this period lasts for more than two months each of the parties is entitled to dissolve the

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agreement, without being held to pay compensation for damages to the other party.

- 10.4 To the extent that Stopflies has already partly complied with or shall be able to partly comply with its obligations by virtue of the agreement at the time of occurrence of force majeure and individual value can be attributed to the already complied with respectively yet to be complied with part, Stopflies is entitled to separately invoice the already complied with respectively the yet to be complied with part. The Customer is held to pay this invoice as if it were a separate agreement.

### **Article 11. Warranty provisions**

- 11.1 Stopflies warrants that the delivered product complies with the agreement and complies with the specifications specified in the offer.
- 11.2 With regard to products delivered by Stopflies only the warranty as established by the supplier/manufacturer of the relevant product is applicable.
- 11.3 A request for reliance on the warranty is only processed by Stopflies if the request is submitted within the applicable warranty period. Moreover, this request must be submitted in writing within fourteen (14) days after the defect has been or could within reason have been detected. Return shipment of the products must take place in consultation with Stopflies and in the original packaging.
- 11.4 The warranty is only granted upon presentation of the original invoice issued to the Customer by Stopflies.
- 11.5 Each and every right to warranty expires if:
- Changes were implemented in or repairs were carried out on the delivered products by or on behalf of the Customer without permission of Stopflies.
  - There is question of inaccurate or injudicious use of the delivered good, which also includes the omission of prescribed or regular maintenance.
  - The delivered product is used for other purposes than the intended use. This also includes professional use. Professional use is understood as every use for the benefit of the performance of a profession, the frequent use or the use for commercial purposes (e.g. association, sales stand or stall).
  - Professional use is allowed and the product is warranted in terms of a correct functioning if the purchase note expressly states 'suitable for professional use' (or a comparable description).
- 11.6 The costs of a change in or a repair of the delivered goods that is carried out by or on behalf of the Customer without the prior permission in writing of Stopflies are never at the expense of Stopflies.
- 11.7 Excluded from the warranty are the shipping, freight, call-out and cash on delivery charges in connection with the shipment of the product. This is applicable from Stopflies to the Customer as also from the address of the Customer to Stopflies.

11.8 The Customer is not entitled to replacement to the extent that the defect can within reason be repaired.

11.9 If the other party is a Consumer the aforementioned paragraphs do not affect the rights and claims which the Customer can by law enforce vis-à-vis Stopflies in connection with a shortcoming in the compliance with the obligations by Stopflies.

### **Article 12. Liability**

- 12.1 Stopflies is only liable for direct damages on the part of the Customer or third parties if and to the extent that the damages are the direct and immediate result of an attributable shortcoming in the implementation of the agreement by Stopflies or if pursuant to mandatory statutory provisions Stopflies is to bear the risk of these damages.
- 12.2 The liability of Stopflies in accordance with the previous paragraph is limited to at most the purchase price of the delivered product, unless the damages are the result of gross culpability, gross negligence or intent on the part of Stopflies.
- 12.3 Stopflies is not liable for advice mentioned on the Website and neither for deviations in prices, images and texts of the information included in the catalogues or other documentation of Stopflies.
- 12.4 The Customer indemnifies Stopflies against claims on whatever ground vis-à-vis Stopflies of a third party who claims to have incurred damages caused by a product ordered from Stopflies by the Customer, unless the Customer demonstrates that Stopflies is liable for these damages pursuant to mandatory law.
- 12.5 By no means shall Stopflies be liable for any form of indirect damages, including trade losses and consequential damages, even if Stopflies has been informed of the possible occurrence of these kinds of indirect damages.
- 12.6 The limitation of the liability as laid down in this article is equally applicable to employees, staff and all other persons relied on by Stopflies in connection with the implementation of the agreement.
- 12.7 It could be that Stopflies includes links on the internet site of the Website to other internet sites that might be of interest to or informative for the visitor. These kinds of links are merely of an informative nature. Stopflies is not responsible for the content of the internet site to which a link is present or for the use that can be made of this.

### **Article 13. Intellectual and industrial property rights**

- 13.1 The Customer must fully and unconditionally respect all intellectual and industrial property rights that are vested on the products delivered by Stopflies.
- 13.2 Stopflies does not guarantee that the products delivered to the Customer do not infringe any (unwritten) intellectual and/or industrial property right of third parties.

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13.3 The Customer expressly acknowledges that all intellectual property rights on displayed information, communications or other expressions with regard to the products and/or with regard to the Website are vested in Stopflies, its suppliers or other rightful claimants.

13.4 The Customer is not allowed to make use, including the implementation of changes, the intellectual property rights as described in this article, e.g. duplication, without the express prior approval in writing of Stopflies, its suppliers or other rightful claimants, unless it merely regards private use in relation to the product itself.

### **Article 14. Personal data**

14.1 Personal data are stored in the customer system of Stopflies in order to process the orders.

14.2 At any time is the Customer authorised to request Stopflies what kind of data are present in the database and to change the same. Stopflies cannot guarantee the safety of the personal data of the Customer sent over the internet, as the possibility exists that these personal data are intercepted. Stopflies can by no means be held liable for this.

14.3 If the Customer subscribes on the Website of Stopflies, the Customer commits to enter the correct information. The entry of false information is at odds with the terms and conditions on the Website. Not supplying data which are requested during the order and which are required in connection with the processing and shipment of the order, the preparation of the invoice and the entry into force of the warranty leads to cancellation of the order. The latter without prejudice to the right of Stopflies to claim compensation for damages.

14.4 If the Customer grants permission for the processing of his data for easy processing of new orders and for receiving offers and other commercial communications that Stopflies considers to be useful to the Customer, his data shall be included in a central database of Stopflies and shall be used for this purpose. Only Stopflies can send the Customer an email within the framework of promotional activities, to the extent that the Customer agrees with this. The Customer can at all times undo its permission respectively its subscription to, by way of example, the newsletter. De-subscription is possible online via email.

### **Article 15. Complaints**

15.1. Complaints must be reported to Stopflies by email with a clear elaboration of the complaint. Stopflies then tries to within reason arrive at a solution together with the Customer. The points specified in articles 7, 8 and 11 are in this context equally applicable to an exchange/replacement.

15.2. Stopflies disposes of a sufficiently communicated complaints procedure and handles the complaint in accordance with this complaints procedure.

15.3. Complaints about the implementation of the agreement must be submitted to Stopflies within fourteen (14) days after the occurrence of the complaint in a complete and clearly described manner.

15.4. Complaints submitted to Stopflies are answered within a time limit of 14 days calculated as from the date of receipt. If a complaint has a foreseeable longer processing time, Stopflies answers within the time limit of fourteen (14) days with a confirmation of receipt and an indication when the Customer can expect a more elaborated answer.

15.5. The provisions set forth in this article do not affect the provisions set forth in articles 11 and 12.

### **Article 16. Dutch law and competent Court**

16.1. Dutch law is exclusively applicable to each and every agreement concluded by Stopflies.

16.2. All disputes that might arise between Stopflies and the Customer and in respect of which a solution cannot be reached in mutual consultation shall be brought to the cognisance of the Dutch Court competent in pursuance of the law.

16.3. The aforementioned provisions are equally applicable if an agreement is either wholly or partly implemented abroad or if a party involved in the legal transaction holds its domicile there. The possible applicability of the Vienna Sales Convention is expressly excluded.

### **Article 17. Source and amendment of the terms and conditions**

17.1. These terms and conditions were filed with the Chamber of Commerce in Eindhoven under number 17284682 and shall be sent by Stopflies free of charge. These terms and conditions can also be downloaded and saved by means of the Website.

17.2. The lastly filed version and/or the version in force at the time of the conclusion of the legal transaction with the Customer shall always be applicable.

17.3. The Dutch text of these terms and conditions is always decisive for the interpretation thereof.

### **Article 18. Identity of Stopflies**

18.1 The business is carried on by the private company Stopflies B.V., PO BOX 652 (5700 AR) Helmond. Available via the email address [info@stopflies.eu](mailto:info@stopflies.eu). Chamber of Commerce registration number: 17284682, VAT identification number: 8224.11.118.B01.