

## Terms and Conditions Blisters4Parts.com (Tarswin Trading BV)

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### Artikel 1 - Definitions

#### In these terms and conditions is understood by:

1. **Cooling-off period:** the period within which the business customer can make use of his right of withdrawal;
2. **Business customer:** the natural person who does not act in the exercise of a profession or business and who enters into a distance agreement with Blisters4Parts.com;
3. **Day:** calendar day;
4. **Duration transaction:** a distance contract with regard to a series of products, the delivery and/or purchase obligation of which is spread over time;
5. **Durable data carrier:** any means that enables the business customer or Blisters4Parts.com to store information addressed to him personally in a way that allows future consultation and unaltered reproduction of the stored information.
6. **Right of withdrawal:** the option for the business customer to relinquish the distance contract within the cooling-off period;
7. **Blisters4Parts.com:** the legal entity that offers products and/or services remotely to business customers;
8. **Distance Agreement:** an agreement in which, in the context of a system for distance selling of products and/or services organized by Blisters4Parts, up to and including the conclusion of the agreement, exclusive use is made of one or more techniques for distance communication;
9. **Remote communication technology:** means that can be used to conclude an agreement, without the business customer and Blisters4Parts.com meeting in the same room at the same time.
10. **Terms and Conditions:** the present Blisters4Parts.com Terms and Conditions.

### Article 2 - Identity of the entrepreneur

Name: Tarswin Trading BV weekend onder handelsnaam Blisters4Parts.com  
Address: Beethovenlaan 75, 5707 PS Helmond, The Netherlands  
Telephone nr.: +31 (0)492 521678  
E-mailaddress: info@blisters4parts.com  
Chamber of Comm.nr.: 77915283  
EU-VAT ID-number: NL861196429B01

### Article 3 - Applicability

1. These general terms and conditions apply to every offer from Blisters4Parts.com and to every distance agreement and orders concluded between Blisters4Parts.com and a business customer.
2. In principle, non-business customers (consumers) cannot place orders and cannot claim conditions such as those enjoyed by consumers when making online purchases. That is why a valid VAT number must also be entered with every order, which is checked by Blisters4Parts.com in the VIES database of the EU. This allows Blisters4Parts to act as a pure Business-to-Business trading partner.

3. Before the distance contract is concluded, the text of these general terms and conditions is made available to the business customer.
4. If the distance contract is concluded electronically, notwithstanding the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions can be made available electronically to the business customer in such way that it can be easily stored by the business customer on a durable data carrier.
5. In the event that specific product or service conditions apply in addition to these general terms and conditions, the second and third paragraphs apply mutatis mutandis and the business customer can always invoke the applicable provision which is most favorable to him in the event of conflicting general terms and conditions.
6. If at any time one or more provisions in these general terms and conditions are wholly or partially void or destroyed, the remainder of the agreement and these terms and conditions will remain in force and the relevant provision will be replaced by a provision in mutual consultation without delay.
7. Situations that are not regulated in these general terms and conditions must be assessed 'in the spirit' of these general terms and conditions.
8. Uncertainties about the interpretation or content of one or more provisions of our terms and conditions must be explained 'in the spirit' of these terms and conditions.

#### **Article 4 – The offer**

1. If an offer has a limited period of validity or is subject to conditions, this will be explicitly stated in the offer.
2. The offer is without obligation. Blisters4Parts.com is entitled to change and adjust the offer.
3. The offer contains a complete and accurate description of the products and/or services offered. The description is sufficiently detailed to allow a proper assessment of the offer by the business customer. If Blisters4Parts.com uses images, these are a true representation of the products and/or services offered. Obvious mistakes or obvious errors in the offer are not binding on Blisters4Parts.com.
4. All images, specifications and data in the offer are indicative and cannot be a reason for compensation or dissolution of the agreement.
5. Images accompanying products are a true representation of the products offered. Blisters4Parts.com cannot guarantee that the colors displayed exactly match the real colors of the products.
6. Each offer contains such information that it is clear to the business customer what rights and obligations are attached to the acceptance of the offer. This concerns in particular:
  - a. the price including taxes;
  - b. any shipping costs;
  - c. the manner in which the agreement will be concluded and which actions are required for this;
  - d. whether or not the right of withdrawal applies;
  - e. the method of payment, delivery and execution of the agreement;
  - f. the term for acceptance of the offer, or the term within which Blisters4Parts.com guarantees the price;
  - g. whether the agreement will be archived after it has been concluded, and if so, how it can be consulted by the business customer;
  - h. the way in which the business customer, before concluding the agreement, can check and, if desired, restore the data provided by him in the context of the agreement;
  - i. any other languages in which, in addition to Dutch, the agreement can be concluded;
  - j. the codes of conduct to which Blisters4Parts.com is subject and the way in which the business customer can consult these codes of conduct electronically; and
  - k. the available sizes, colors and material types.

#### **Artikel 5 - The agreement**

1. Subject to the provisions of paragraph 4, the agreement is concluded at the time of acceptance by the business customer of the offer and compliance with the associated conditions.
2. If the business customer has accepted the offer electronically, Blisters4Parts.com will immediately confirm receipt of acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed by Blisters4Parts.com, the business customer can dissolve the agreement.
3. If the agreement is concluded electronically, Blisters4Parts.com will take appropriate technical and organizational measures to secure the electronic transfer of data and ensure a safe web environ-

ment. If the business customer can pay electronically, Blisters4Parts.com will take appropriate security measures to this end.

4. Blisters4Parts.com can inform itself - within legal frameworks - whether the business customer can meet its payment obligations, as well as about all those facts and factors that are important for a responsible conclusion of the distance contract. If Blisters4Parts.com on the basis of this investigation has good reasons not to enter into the agreement, it is entitled to refuse an order or request or to attach special conditions to the execution.
5. Blisters4Parts.com will send the following information to the business customer with the product or service, in writing or in such a way that it can be stored in an accessible manner by the business customer on a durable data carrier:
  - a. the visiting address of the Blisters4Parts.com branch where the business customer can go with complaints;
  - b. the conditions under which and the manner in which the business customer can make use of the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
  - c. the information about guarantees and existing after-sales service;
  - d. the data included in article 4 paragraph 3 of these terms and conditions, unless Blisters4Parts.com has already provided this data to the business customer before the execution of the agreement;
  - e. the requirements for terminating the agreement if the agreement has a duration of more than one year or is of indefinite duration.
6. In the case of a long-term transaction, the provision in the previous paragraph only applies to the first delivery.
7. Every agreement is entered into under the suspensive conditions of sufficient availability of the products concerned.

#### **Article 6 - Right of withdrawal**

*Upon delivery of products:*

1. When purchasing products, the business customer does not have the option to dissolve the agreement without stating reasons.
2. Right of swapping: If the business customer has accidentally ordered and received the wrong item, it can be swapped. The resulting costs are fully borne by the business customer. The business customer can then place a new order for the correct items. After return and proper receipt of the incorrectly ordered item, Blisters4Parts will credit the product value. Blisters4Parts.com reserves the right to deduct any damage to the returned from the amount to be credited.
3. The business customer can make use of the right of withdrawal if Blisters4Parts.com has delivered the wrong product and in case of defects in the product.
4. If the business customer makes use of his right of withdrawal due to incorrectly delivered products, Blisters4Parts.com will immediately send the correct product after receiving the proof of return from the business customer.

#### **Article 7 - Costs in case of withdrawal**

1. If the business customer makes use of his right of withdrawal, the costs of return will be for his account at most.
2. If the business customer is entitled to a credit, Blisters4Parts.com will refund this amount as soon as possible, but no later than 14 days after cancellation. This is subject to the condition that the product has already been received back by Blisters4Parts.com or conclusive proof of complete return can be submitted.
3. In the event of damage to the product due to careless handling by the business customer himself, the business customer is liable for any loss in value of the product.
4. The business customer cannot be held liable for depreciation of the product if Blisters4Parts.com has not provided all legally required information about the right of withdrawal, this must be done before the purchase agreement is concluded.

#### **Article 8 – The price**

1. The prices stated in the range of products are exclusive of 21% VAT. The VAT amount only appears on the checkout page during the settlement.

#### **Article 9 - Conformity and Warranty**

1. Blisters4Parts.com guarantees that the products and/or services 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. Blisters4Parts.com gives no guarantee on the delivered goods other than that the products meet the specifications of shape and material, which can be found on the website of Blisters4Parts.com.
3. Any defects or incorrectly delivered products must be reported in writing to Blisters4Parts.com within 2 months after delivery. Return of the products must be made in the original packaging and in new condition.
4. However, Blisters4Parts.com is never responsible for the ultimate suitability of the products for each individual application by the business customer, nor for any advice regarding the use or application of the products.

#### **Article 10 - Delivery and execution**

1. Blisters4Parts.com will take the greatest possible care when receiving and executing orders for products.
2. The place of delivery is the address that the business customer has made known to the company.
3. With due observance of what is stated in paragraph 4 of this article, the company will execute accepted orders expeditiously but at the latest within 7 days, unless the business customer has agreed to a longer delivery period. If the delivery is delayed, or if an order cannot or only partially be executed, the business customer will be notified of this no later than 7 days after he has placed the order. In that case, the business customer has the right to dissolve the agreement without costs. The business customer is not entitled to compensation.
4. All delivery times are indicative. The business customer cannot derive any rights from any stated terms. Exceeding a term does not entitle the business customer to compensation.
5. In the event of dissolution in accordance with paragraph 3 of this article, Blisters4Parts.com will refund the amount paid by the business customer as soon as possible, but no later than 14 days after dissolution.
6. The risk of damage and/or loss of products rests with Blisters4Parts.com until the moment of delivery to the business customer or a representative designated in advance and announced to Blisters4Parts.com, unless expressly agreed otherwise.

#### **Article 11 - Duration transactions: duration, cancellation and extension**

##### *Cancellation*

1. The business customer can terminate an agreement that has been entered into for an indefinite period of time and that extends to the regular delivery of products, at any time with due observance of the agreed cancellation rules and notice period.
2. The business customer can terminate an agreement that has been entered into for a definite period and which extends to the regular delivery of products, at any time towards the end of the definite term, with due observance of the agreed cancellation rules and notice period.
3. The business customer may cancel the agreements referred to in the previous paragraphs:
  - cancel at any time and are not limited to cancellation at a specific time or period;
  - at least cancel in the same way as they entered into by him;
  - always cancel with the same notice period as Blisters4Parts.com has stipulated for itself.

##### *Extension*

4. An agreement that has been entered into for a definite period and which extends to the regular delivery of products may not be tacitly extended or renewed for a definite period.

##### *Duration*

5. If an agreement has a duration of more than one year, the business customer may terminate the agreement at any time after one year with a notice period of no more than one month, unless reasonableness and fairness oppose cancellation before the end of the contract.

#### **Article 12 - Payment**

1. The business customer pays prior to delivery by means of an online payment, unless contractually agreed otherwise.
2. The business customer has the obligation to report inaccuracies in payment details provided or stated to Blisters4Parts.com without delay.
3. In the event of non-payment by the business customer, Blisters4Parts.com has the right, subject to legal restrictions, to charge reasonable costs made known in advance to the business customer.

**Article 13 - Disputes**

1. Agreements between Blisters4Parts.com and the business customer to which these general terms and conditions apply are exclusively governed by Dutch law. Even if the business customer lives abroad.
2. The Vienna Sales Convention does not apply.

**Article 14 - Additional or different provisions**

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