

General Terms and Conditions of Bricks & More B.V.

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Article 1 – Definitions

When used in these terms and conditions, the terms listed below are to be understood as follows:

1. **Additional contract:** a contract in which the consumer acquires products, digital content and/or services in connection with a distance contract and these items, digital content and/or services are delivered by the trader, or by a third party on the basis of a contract between that third party and the trader;
2. **Period of reflection:** the period during which the consumer can exercise his right of withdrawal;
3. **Consumer:** the natural person, not acting for purposes connected to his trade, business, craft or profession;
4. **Day:** calendar day;
5. **Digital content:** items of data that are produced and supplied in digital form;
6. **Continuing performance contract :** a contract that provides for the regular delivery of goods, services and/or digital content during a defined period of time;
7. **Durable medium:** any instrument - including email - that allows the consumer or trader to store information directed to him personally in a manner suitable for future referencing or use during a period that is adapted to the purpose for which the information is intended and allows unchanged reproduction of the stored information;
8. **Right of withdrawal:** the consumer's right to withdraw from a distance contract within the period of reflection;
9. **Trader:** the natural or legal person who offers products, (access to) digital content and/or services to consumers at a distance;
10. **Distance contract:** a contract that is concluded between the trader and the consumer based on an organised distance selling system for products, digital content and/or services for which, up to and including finalisation of the contract, exclusive use is made of one or more technologies for remote communication;
11. **Model withdrawal form:** the European model withdrawal form included in Appendix 1 of these terms and conditions;
12. **Technology for remote communication:** a facility that can be used to finalise a contract without the need for the consumer and trader to come together simultaneously in the same room.

Article 2 - Trader's identity

Name: Bricks & More B.V.

Address: Oliemolenstraat 60, 6416 CB Heerlen, Netherlands

Telephone number: +31 6-25084896 from 8am to 6pm

Email address: info@brickofrawchocolate.nl

Chamber of Commerce number: 63845601

VAT identification number: NL8554.25.477.B01

If the activity of the trader is governed by a relevant licensing system: the details of the supervisory authority.

If the trader pursues a regulated profession:

- the professional association of which the trader is a member;
- the professional title, the location in the EU or in the European Economic Area where this title has been assigned;
- a reference to the professional rules which apply in the Netherlands and instructions indicating where and how these professional rules can be accessed.

Article 3 - Applicability

1. These general terms and conditions apply to all offers made by the trader and to every finalised distance contract between the trader and consumer.
2. Before the distance contract is finalised, these general terms and conditions are made available to the consumer in written form. If this is not reasonably possible, the trader will, before the distance contract is finalised, indicate in what way the trader's general terms and conditions can be viewed via a facility of the trader and that they will be sent to the consumer as soon as possible and without charge.
3. If the distance contract is finalised electronically, the text of the general terms and conditions may, notwithstanding the previous article and before the distance contract is finalised, be made available electronically to the consumer in such a way that it can be stored by the consumer in a simple way on a durable medium. If this is not reasonably possible, instructions will be provided, before the distance contract is finalised, which indicate where the general terms and conditions can be viewed electronically and that they will be sent to the consumer at his request either electronically or in some other way at no charge.
4. If specific terms and conditions apply for specific products or services in addition to these general terms and conditions, the second and third paragraph apply mutatis mutandis and the consumer can invoke the applicable provision that is the most favourable for him in the event of conflicting terms and conditions.

Article 4 - The offer

1. If an offer has a limited validity or is made subject to conditions, this will be explicitly stated in the offer.
2. The offer includes a complete and accurate description of the products, digital content and/or services offered. The description is sufficiently detailed so that the consumer can make a good assessment of the offer. If the trader uses illustrations, they will be a true representation of the offered products, services and/or digital content. Obvious errors or mistakes in the offer are not binding for the trader.
3. Each offer shall include all necessary information to inform the consumer of the rights and obligations that are associated with acceptance of the offer.

Article 5 - The contract

1. Subject to the provisions in paragraph 4, the contract becomes valid at the time when the consumer accepts the offer and complies with the associated conditions.
2. If the consumer has accepted the offer via electronic means, the trader shall confirm receipt of acceptance of the offer via electronic means without delay. The consumer may dissolve the contract for as long as this acceptance has not been confirmed by the trader.
3. If the contract has arisen electronically, the trader shall implement appropriate technical and organisational measures to ensure safe electronic transfer of data and provide a secure web environment. If the consumer can pay electronically, the trader shall observe appropriate security measures for this.
4. The trader may, within the limitations imposed by law, obtain information about the consumer's ability to fulfil his payment obligations, as well as all those facts and factors that are relevant to entering into the distance contract in a responsible manner. If, based on these investigations, the trader has sound reasons for not entering into the contract, he is entitled to refuse an order or enquiry while stating the reasons for this, or to make performance subject to special conditions.
5. The trader shall, no later than at the time of delivery of the product, service or digital content to the consumer, provide the following information, either 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 address of the trader's business establishment to which the consumer can address complaints;

- b. the conditions subject to which and the manner in which the consumer may exercise the right of withdrawal or, as the case may be, a clear statement excluding the right of withdrawal;
 - c. information relating to warranties and existing after-sales services;
 - d. the price, including all taxes applicable to the product, service or digital content; insofar as applicable, the cost of delivery; and the method of payment, delivery or performance of the distance contract;
 - e. the requirements for cancelling the contract if the contract has a term of more than one year, or is for an indefinite period of time;
 - f. if the consumer has a right of withdrawal; the model withdrawal form.
6. In the event of a continuing performance transaction, the provision in the previous paragraph only applies to the first delivery.

Article 6 - Right of withdrawal

In relation to products:

1. The consumer may dissolve a contract relating to purchase of a product without stating the reasons during a period of reflection of at least 14 days. The trader may ask the consumer to state the reasons for withdrawal, but cannot obligate the consumer to state his reason(s).
2. The period of reflection referred to in paragraph 1 starts from the day after the date on which the consumer, or a third party other than the carrier who has been designated previously by the consumer, has received the product, or:
 - a. If the consumer has placed one order for delivery of several products: the date on which the consumer, or a third party designated by him, has received the last product. The trader may refuse an order for multiple products with different delivery times if he has clearly informed the consumer accordingly prior to the ordering process.
 - b. If the delivery of a product consists of different consignments or parts: the date on which the consumer, or a third party designated by him, has received the last shipment or the last part.
 - c. In the case of contracts for regular delivery of products during a specific period: the date on which the consumer, or a third party designated by him, has received the first product.

In the case of services and digital content that are not delivered on a tangible medium:

3. The consumer may dissolve a services contract and a contract for delivery of digital content that is not supplied on a tangible medium without stating the reasons during a period of at least 14 days. The trader may ask the consumer to state the reasons for withdrawal, but cannot obligate the consumer to state his reason(s).
4. The period of reflection referred to in paragraph 3 starts from the day following on from the date of finalisation of the contract.

Extended period of reflection for products, services and digital content that are not delivered on a tangible medium in cases where the consumer is not informed of the right of withdrawal:

5. If the trader has not complied with his statutory duty to inform the consumer of the right of withdrawal and existence of the model withdrawal form, the period of reflection expires 12 months after the end of the original period of reflection, as specified in the previous paragraphs of this article.
6. If the trader has not issued the information referred to in the previous paragraph to the consumer within 12 months from the effective date of the original period for reflection, the period for reflection expires 14 days after the date on which the consumer has received that information.

Article 7 - Consumer's obligations during the period of reflection

1. During the period of reflection, the consumer will handle the product and packaging with care. He will only unpack the product or use it to the extent that is necessary in order to determine the nature, characteristics and function of the product. The basic principle here is that the consumer may only handle and inspect the product in the way that he would be permitted to do so in a shop.
2. The consumer is only liable for diminished value of the product that results from handling the product in a way that exceeds the limitations stated in paragraph 1.
3. The consumer is not liable for diminished value of the product if the trader has not issued all statutorily required information regarding the right of withdrawal to him before or at the time of finalising the contract.

Article 8 - Right of withdrawal exercised by the consumer and the associated cost

1. If the consumer exercises his right of withdrawal, he shall notify the trader accordingly by using the model withdrawal form or in a different, non-equivocal manner.

2. As soon as possible, but no later than 14 days from the day following on from the notification referred to in paragraph 1, the consumer will send the product back, or hand it to (an authorised representative) of the trader. This is not necessary if the trader has offered to arrange collection of the product. The consumer has at all events observed the period for returning the item if he sends the product back before the period of reflection has expired.
3. The consumer sends the product back with all accessories supplied with it, where reasonably possible in the original state and packaging, and in accordance with the reasonable and clear instructions issued by the trader.
4. The consumer bears the risk and burden of proof in relation to exercising the right of withdrawal correctly and in good time.
5. The consumer pays the direct costs for returning the product. If the trader has not stated that the consumer must pay these costs, or if the trader indicates that he will pay these costs, the consumer does not have to pay the costs for returning the item.
6. If the consumer exercises his right of withdrawal after initially having made an explicit request, during the period of reflection, for commencement of the service or delivery of gas, water or electricity that are not prepared for sale in a limited volume or limited quantity, the consumer owes the trader an amount that is proportional to the percentage of the obligation that has been fulfilled by the trader at the time of withdrawal, compared to full fulfilment of the obligation.
7. The consumer pays no costs for the provision of services or the delivery of water, gas or electricity that are not prepared for sale in a limited volume or quantity, or delivery of district heating, if:
 - a. the trader has not issued the statutorily required information to the consumer regarding the right of withdrawal, payment of costs in the event of withdrawal, or has not provided the model withdrawal form, or;
 - b. the consumer has not explicitly requested commencement of the provision of the service or delivery of gas, water, electricity or district heating during the period of reflection.
8. The consumer pays no costs for complete or partial delivery of digital content that is not supplied on a tangible medium, if:
 - a. prior, to the delivery thereof, he has not explicitly agreed to commencement of fulfilment of the contract before the end of the period of resolution;
 - b. he has not acknowledged loss of his right of withdrawal when giving his consent; or
 - c. the trader has failed to confirm this notification made by the consumer.
9. If the consumer exercises his right of withdrawal, all additional contracts are dissolved by force of law.

Article 9 - Trader's obligations in the event of withdrawal

1. If the trader allows notification of withdrawal on the part of the consumer by electronic means, he sends a confirmation of receipt without delay after receiving this notification.
2. The trader reimburses all payments made by the consumer, including possible delivery charges invoiced by the trader for the returned product, without delay but no later than 14 days following on from the date on which the consumer notifies him of withdrawal. Unless the trader offers to arrange collection of the product, he may delay repayment until he has received the product, or until the consumer provides proof that he has sent the product, whichever occurs first.
3. The trader uses the same means of payment for reimbursement as that used by the consumer, unless the consumer agrees to a different method. The reimbursement is not associated with any costs for the consumer.
4. If the consumer has chosen a more expensive method of delivery than the cheapest standard delivery, the trader does not have to reimburse the additional costs for the more expensive method.

Article 10 - Exclusion of the right of withdrawal

The trader can exclude the following products and services from the right of withdrawal, but only if the trader has stated this clearly in the offer, or at least in good time before finalising the contract:

1. Products or services whose price depends on fluctuations in the financial market, which lie outside the trader's control and which may occur during the period allowed for withdrawal;
2. Contracts that are entered into at a public auction. A public auction is understood to mean a sales method where goods, digital content and/or services are offered by the trader to the consumer, who is personally present or is given the opportunity of personally attending the auction, and the procedure is conducted by an auctioneer, and the successful bidder is obliged to purchase the products, digital content and/or services;
3. Contracts for services, after full provision of the service, but only if:
 - a. fulfilment has commenced with the explicit prior consent of the consumer; and
 - b. the consumer has stated that he will forfeit his right of withdrawal as soon as the trader has completely fulfilled the contract;

4. Package tours as referred to in article 7:500 of the Dutch Civil Code (Burgerlijk Wetboek) and contracts relating to passenger transport;
5. Contracts for services relating to providing accommodation, if the contract provides for a specific date or period for performance and other than for residential purposes, transportation of goods, car rental services and catering;
6. Contracts relating to leisure activities, if the contract makes provision for a specific date or period for performance;
7. Products manufactured according to the consumer's specifications, which are not prefabricated and which are made based on the consumer's individual choice or decision, or which are clearly intended for a specific person;
8. Products that spoil quickly or have a limited shelf life;
9. Sealed products which, for reasons of health protection or hygiene, are not suitable for return and whose seal has been broken after delivery;
10. Products that, due to their nature, are inseparably mixed with other products after delivery;
11. Alcoholic beverages for which the price was agreed at the time of finalising the contract, but which can only be delivered after 30 days, and whose true value depends on market fluctuations that lie outside the trader's control;
12. Sealed audio or video recordings and computer software on which the seal has been broken after delivery;
13. Newspapers, periodicals or magazines, with the exception of the associated subscriptions;
14. The delivery of digital content other than on a tangible medium, but only if:
 - a. fulfilment has commenced with the explicit prior consent of the consumer; and
 - b. the consumer has stated that he thereby forfeits his right of withdrawal.

Article 11 - The price

1. During the period of validity stated in the offer, the prices for the offered products and/or services may not be increased, except in the case of price adjustments due to changes in the VAT rates.
2. In deviation from the preceding paragraph, the trader may offer products or services at variable prices if their prices are linked to fluctuations in the financial market that lie outside the trader's control. This association with fluctuations and the fact that any stated prices are indicative are stated in the offer.
3. Price increases within 3 months from the time when the contract becomes valid are only permitted if they result from statutory regulations or provisions.
4. Price increases after 3 months from the time when the contract becomes valid are only permitted if the trader has negotiated this and:
 - a. they are the result of statutory regulations or provisions; or
 - b. the consumer is authorised to terminate the agreement starting from the date on which the price increase takes effect.
5. The prices stated in the offer of products or services include VAT.

Article 12 - Contract fulfilment and extra warranty

1. The trader guarantees that the products and/or services comply with the contract, the specifications stated in the offer, reasonable requirements of robustness and/or usability and the existing statutory provisions and/or government regulations that apply on the date on which the contract becomes valid. If agreed, the trader also guarantees that the product is suitable for uses other than normal use.
2. An additional warranty offered by the trader, its supplier, manufacturer or importer, under no circumstances limits the statutory rights and claims that the consumer may exercise relative to the trader pursuant to the contract if the trader fails to satisfactorily fulfil his part of the contract.
3. Warranty is understood to mean all and any undertakings on the part of the trader, its supplier, importer or producer which assign specific rights or claims to the consumer that extend further than those to which the consumer is legally entitled if the trader fails to satisfactorily fulfil his part of the contract.

Article 13 - Delivery and performance

1. The trader shall exercise the greatest possible care when receiving and executing orders for products and when assessing requests for providing services.
2. The place of delivery is the address which the consumer has communicated to the trader.
3. Subject to observance of the provisions of article 4 of these general terms and conditions, the trader will expeditiously execute orders that have been accepted, no later than 30 days after receipt, unless a different delivery period has been agreed. If delivery is delayed, or if an order can only be partially delivered, the consumer will be informed of this no later than 30 days after he has

placed the order. In that case, the consumer is entitled to dissolve the contract without penalty and has a right to possible compensation of damages.

4. After dissolution in accordance with the preceding paragraph, the trader shall repay the amount paid by the consumer without delay.
5. The trader bears the risk of damage and/or loss of products up to the time of delivery to the consumer or to an identified representative whose details have been made known to the trader beforehand, unless expressly agreed otherwise.

Article 14 - Continuing performance transactions: duration, termination and renewal

Termination:

1. The consumer may terminate a contract that has been entered into for an indefinite period and which entails regular delivery of products (including electricity) or services at any time, subject to observance of the relevant rules for termination and a period of notice of no more than one month.
2. The consumer may terminate a contract that has been entered into for a fixed term and which entails regular delivery of products (including electricity) or services at any time by notifying termination towards the end of the fixed term, subject to observance of the relevant rules for termination and a period of notice of no more than one month.
3. In the case of the contracts referred to in the previous paragraphs, the consumer may:
 - notify termination at any time and is not restricted to notifying termination at a certain time or in a certain period;
 - at the very least, notify termination in the same way as the contracts were entered into by the consumer;
 - always notify termination with the same period of notice as that negotiated by the trader for his own use.

Renewal:

4. A contract that has been entered into for a fixed term and which entails regular delivery of products (including electricity) or services, may not be tacitly prolonged or renewed for a fixed term.
5. In deviation from the preceding paragraph, a contract that has been entered into for a fixed term and which entails regular delivery of daily publications, newspapers and weekly publications and magazines may be tacitly renewed for a fixed term of a maximum of three months if the consumer may notify termination of this extended contract towards the end of the extension period, subject to a period of notice of no more than one month.
6. A contract that has been entered into for a fixed term and which entails regular delivery of products or services may only be tacitly renewed for an indefinite period if the consumer may notify termination at any time subject to a period of notice of no more than one month. The period of notice may not exceed three months if the contract entails regular delivery, but less than once a month, of daily publications, newspapers and weekly publications and magazines.
7. A limited-term contract for regular delivery of daily publications, newspapers and weekly publications and magazines on an introductory basis (trial or introductory subscription) is not tacitly renewed and ends automatically after the trial period or introductory period has expired.

Term:

8. If a contract has a term of more than one year, the consumer may terminate the contract after one year at any time subject to a period of notice of no more than one month, unless standards of reasonableness and fairness oppose termination before the end of the agreed term.

Article 15 - Payment

1. Insofar as no other provisions are made in the contract or additional terms and conditions, the amounts owed by the consumer must be paid within 14 days after the period of reflection comes into effect, or in the absence of a period of reflection, within 14 days from the date on which the contract is finalised. In the case of a contract for providing a service, this period starts on the day following on from the date on which the consumer has received confirmation of the contract.
2. In the case of the sale of products to consumers, the consumer may never be obliged to make an advance payment of more than 50% in the general terms and conditions. If an advance payment is agreed, the consumer may not assert any rights in relation to fulfilment of the order in question or provision of the service(s) in question, before the agreed advance payment has been made.
3. The consumer has a duty to inform the trader of errors in the payment details that have been provided or stated.
4. If the consumer does not fulfil his payment obligation(s) in good time, he is, after the trader has notified him of late payment and the trader has granted the consumer a period of 14 days in order to belatedly comply with his payment obligations, and subject to failure to make payment within this 14-day period, obliged to pay the statutory interest on the amount that is still owed and the trader is entitled to charge to the consumer the extrajudicial collection costs incurred by the trader. These

collection costs shall not exceed: 15% on the outstanding amounts up to €2,500; 10% on the next €2,500 and 5% on the following €5,000, with a minimum of €40. The trader may deviate from the stated amounts and percentages in the consumer's favour.

Article 16 - Complaints procedure

1. The trader offers an adequately publicised complaints procedure and handles the complaint in accordance with this complaints procedure.
2. Complaints about fulfilment of the contract must be submitted to the trader in the form of a full and clear description within a reasonable period from the time when the consumer discovered the faults.
3. Complaints submitted to the trader must be answered within a period of 14 days, counted from the date of receipt. If it is anticipated that processing a complaint shall require a longer period, the trader responds to the complaint within the period of 14 days by confirming receipt and indicating when the consumer can expect a more detailed response.
4. If the complaint cannot be resolved by mutual agreement within a reasonable period or within 3 months from the date of submission of the complaint, it becomes a dispute that qualifies for resolution via the disputes procedure.

Article 17 - Disputes

1. Dutch law applies exclusively to contracts between the trader and the consumer, which are governed by these general terms and conditions.

Article 18 - Additional or different provisions

Additional provisions or provisions that differ from these general terms and conditions may not disadvantage the consumer and must be documented in writing in such a way that the consumer can store them accessibly on a durable medium.

Appendix I: Model withdrawal form

Model withdrawal form

(only fill out and return this form if you wish to withdraw from the contract)

- To: [trader's name]
[trader's physical address]
[trader's fax number, if available]
[trader's email address or electronic address]

- I/We* inform you herewith that I/we* withdraw from the contract relating to
the sale of the following products: [name of the product]*
the delivery of the following digital content: [name of the digital content]*
the provision of the following service: [name of the service]*

- Ordered on*/received on* [date of order in the case of services or date of receipt in the case of
products]
- [Name of the consumer(s)]
- [Address of the consumer(s)]
- [Signature of the consumer(s)] (only if this form is submitted on paper)

* Cross out whichever does not apply or complete as appropriate.