

General Conditions Adfuntage B.V.

Article 1 – Application of the general conditions

1. These general terms and conditions consist of two distinct titles. Depending on the capacity of the customer, consumer or business customer, title I or title II shall apply. These titles should therefore be applied strictly separately.

2. Title I (article 2 – 19) applies to the contractual relationship, as described in art. 4 from Adfuntage e.g. with consumers.
3. Title II (article 20 – 32) applies to the contractual relationship, as described in art. 21 from Adfuntage B.V. with business customers.
4. Specific requirements for Evion Li-ion batteries and accessories are included in the accompanying manual. These are applicable to title I and title II of these general terms and conditions.

Title I – Business to Consumer

Article 2 – Definitions

In These terms and conditions:

1. **Additional Agreement:** an agreement whereby the consumer acquires products, digital content and/or services in connection with a distance contract and these matters, digital content and/or services are provided by the entrepreneur or by a Third party on the basis of an appointment between that third person and the trader;
2. Period of **Reflection:** The term 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. **Day:** calendar;
5. **Digital Content:** Data produced and delivered in digital form;
6. **Duration Agreement:** an agreement that extends to the regular delivery of goods, services and/or digital content for a certain period;
7. **Durable data medium:** Any tool – including e-mail – that enables the consumer or entrepreneur to store information addressed to him personally in a manner that allows future consultation or use during a Period adapted to the purpose for which the information is intended, and which allows unchanged reproduction of the stored information;
8. **right of withdrawal:** the possibility for the consumer to refrain from the distance contract within the period of reflection;
9. **entrepreneur:** The natural or legal person offering products, (access to) digital content and/or remote services to consumers;
10. **Distance Contract:** an agreement concluded between the trader and the consumer within the framework of an organized system for distance marketing of products, digital content and/or services, whereby up to and including the conclusion of the Agreement is made exclusively or used by one or more techniques for distance communication;

11. **model Revocation Form:** the European standard withdrawal form set out in annex I to these conditions. Annex I does not have to be made available if the consumer does not have a right of withdrawal in respect of his order;
12. **Technology for distance communication:** means that can be used to conclude an agreement, without the consumer and the entrepreneur having to come together in the same room at the same time.

Article 3 – Identity of the trader

Adfuntage B.V. (statutory name, possibly supplemented by trade name);

Location Address: Bremere 43, 4724 HD Wouw;

Visiting address: Hazeldonk 6252-6254, 4836 LG Breda;

Telephone Number: + 31680070268

Email Address: info@raptorboats.nl

Commercial Register: 59387432

VAT Identification Number: NL853454498B01

Article 4 – Applicability

1. These general terms and conditions apply to any offer by the trader and to any distance contract concluded between the trader and the consumer.
2. Before the distance contract is concluded, the text of these general terms and conditions shall be made available to the consumer. If this is not reasonably possible, the trader shall, before the distance contract is concluded, indicate how the general terms and conditions are to be seen by the trader and that, at the request of the consumer, they are free of charge as soon as possible be forwarded.
3. 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 may be made available to the consumer by electronic means in such a way that it can be easily stored by the consumer on a durable data medium. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general terms and conditions can be taken by electronic means and that, at the request of the consumer, they may be notified by electronic means or otherwise be sent free of charge.
4. In the event that, in addition to these general terms and conditions, specific product or service conditions apply, the second and third paragraphs shall apply mutatis mutandis and the consumer may, in the event of conflicting conditions, always invoke the applicable provision which is most favourable to him.

Article 5 – The Offer

1. If an offer has a limited period of validity or is subject to conditions, this is expressly stated in the offer.
2. The offer contains a complete and accurate description of the products offered, digital content and/or services. The description is sufficiently detailed to allow a good assessment of the offer by the consumer. If the entrepreneur uses images, they are a true representation of the products, services and/or digital content offered. Obvious mistakes or manifest errors in the offer do not bind the entrepreneur.
3. Each offer contains such information, which is clear to the consumer what the rights and obligations are, which are attached to the acceptance of the offer.

Article 6 – The Agreement

1. The agreement shall be concluded, subject to the provisions of paragraph 4, at the time of acceptance by the consumer of the offer and the fulfilment of the conditions laid down.
2. If the consumer has accepted the offer by electronic means, the trader shall immediately confirm receipt of acceptance of the offer by electronic means. As long as the receipt of this acceptance has not been confirmed by the trader, the consumer can rescind the agreement.
3. If the contract is concluded electronically, the entrepreneur takes appropriate technical and organisational measures to secure the electronic transfer of data and ensures a safe web environment. If the consumer can pay electronically, the trader will take appropriate safety measures to that end.
4. The trader may, within legal frameworks – inform whether the consumer can fulfil his payment obligations, as well as all those facts and factors that are important for a responsible engagement of the distance contract. If, on the basis of this investigation, the trader has good grounds for failing to enter into the agreement, he is entitled to refuse an order or application or to attach special conditions to the execution.
5. The trader shall, at the latest upon delivery of the product, service or digital content to the consumer 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 Data bearer:
6. The visiting address of the establishment of the trader to which the consumer can go with complaints;
7. The conditions under which and the manner in which the consumer can avail themselves of the right of withdrawal or a clear notification of the exclusion of the right of withdrawal;
8. The information on warranties and existing after-sales service;
9. The price including all taxes of the product, service or digital content; Where applicable, the cost of delivery; And the method of payment, delivery or execution of the distance contract;
10. The requirements for termination of the contract if the contract has a duration of more than one year or is of indefinite duration;
11. If the consumer has a right of withdrawal, the model withdrawal form.
12. In the case of an expensive transaction, the provision in the preceding paragraph shall apply only to the first delivery.

Article 7 – Right of withdrawal

For products:

1. The consumer may dissolve an agreement with regard to the purchase of a product for a period of reflection of at least 14 days without giving reasons. The trader may ask the consumer for the reason for revocation, but do not oblige them to submit their reason (s).
 2. The period of reflection referred to in paragraph 1 shall be the day after the consumer, or a third party designated by the consumer, who is not the carrier, has received the product, or:
 3. If the consumer has ordered several products in the same order: the day on which the consumer, or a third party appointed by him, has received the last product. The trader may, provided he has informed the consumer in a clear manner prior to the ordering process, refuse an order of several products with a different delivery time.
 4. If the delivery of a product consists of several shipments or parts: the day on which the consumer, or a third party designated by him, has received the last consignment or the last item;
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1. In the case of contracts for the regular delivery of products during a given period: the day on which the consumer, or a third party designated by him, has received the first product.

In the case of services and digital content not supplied on a material medium:

3. The consumer may dissolve a service contract and an agreement for the delivery of digital content that has not been delivered on a material carrier for a minimum of 14 days without giving any reason. The trader may ask the consumer for the reason for revocation, but do not oblige them to submit their reason (s).
4. The reflection period referred to in paragraph 3 shall be based on the day following the conclusion of the agreement.

Extended reflection period for products, services and digital content not supplied on a material medium in case of non-informing of right of withdrawal:

5. If the trader has not provided the consumer with the statutory information on the right of withdrawal or the model revocation form, the reflection period shall expire twelve months after the end of the original, in accordance with the previous paragraphs Period of reflection laid down in this article.
6. If the trader has provided the information referred to in the preceding paragraph to the consumer within 12 months of the commencement date of the initial reflection period, the reflection period shall expire 14 days after the day on which the consumer has Received.

Article 8 – obligations of the consumer during the reflection period

1. During the reflection period, the consumer will carefully handle the product and the packaging. It shall only extract or use the product to the extent necessary to determine the nature, characteristics and operation of the product. The

starting point is that the consumer can only use the product and inspect it as it should be in a shop.

2. The consumer shall only be liable for the impairment of the product resulting from a way of handling the product which goes beyond that permitted in paragraph 1.
3. The consumer shall not be liable for any depreciation of the product if the trader has not provided him with all legally required information on the right of withdrawal before or at the conclusion of the contract.

Article 9 – exercise of the right of withdrawal by the consumer and costs thereof

1. If the consumer makes use of his right of withdrawal, he shall report it within the period of reflection by means of the model revocation form or in other unambiguous manner to the trader.
2. As soon as possible, but within 14 days of the day following the notification referred to in paragraph 1, the consumer shall return the product or hand it over to (an authorized representative of) the trader. This is not necessary if the trader has offered to pick up the product itself. The consumer has in any case taken into account the retransmission period if he returns the product before the period of reflection has elapsed.
3. The consumer shall return the product with all supplied accessories, if reasonably possible in original condition and packaging, and in accordance with the reasonable and clear instructions provided by the trader.
4. The risk and burden of proof for the correct and timely exercise of the right of withdrawal lies with the consumer.
5. The consumer bears the direct cost of returning the product. If the trader has not reported that the consumer must bear these costs or if the trader indicates the costs themselves, the consumer does not have to bear the costs of returning the goods.
6. The consumer shall not bear any costs for the full or partial supply of digital content not supplied on a material medium, if:
7. He has not expressly agreed to commence the fulfilment of the agreement before the end of the reflection period prior to its delivery;
8. He has not acknowledged his right of withdrawal to be lost in granting his consent; Or
9. The trader has failed to confirm this statement by the consumer.
10. If the consumer makes use of his right of withdrawal, all additional agreements will be dissolved automatically.

Article 10 – Obligations of the trader in the case of revocation

1. If the trader makes the notification of withdrawal by the consumer electronically possible, he shall immediately send an acknowledgement of receipt upon receipt of this notification.
2. The trader shall compensate all payments of the consumer, including any delivery costs incurred by the trader for the returned product, without delay but within 14 days following the day on which the consumer notifies him of the withdrawal. Unless the trader offers to collect the product himself, he may wait

with a refund until he has received the product or demonstrates to the consumer that he has returned the product, whichever is the later.

3. The trader uses the same means of payment that the consumer has used for reimbursement, unless the consumer agrees to another 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, the entrepreneur does not have to repay the additional costs for the more expensive method.

Article 11 – exclusion of right of withdrawal

The trader may exclude the following products and services from the right of withdrawal, but only if the trader has clearly stated this in the offer, at least in time for the conclusion of the contract:

1. Products or services The price of which is subject to fluctuations in the financial market to which the trader has no influence and which may arise within the withdrawal period;
2. Agreements concluded during a public auction. A public auction means a method of sale in which products, digital content and/or services are offered by the trader to the consumer who is personally present or is given the opportunity to be personally present at the auction , under the guidance of a auctioneer, and in which the successful bidder is obliged to take out the products, digital content and/or services;
3. Services contracts, after full implementation of the service, but only if:
4. The implementation has begun with explicit prior consent of the consumer;
And
5. The consumer has declared that he loses his right of withdrawal once the trader has fully executed the contract;
6. Package travel as referred to in article 7:500 BW and agreements of passenger transport;
7. Service contracts for the provision of accommodation, if the contract provides for a specific date or period of execution and other than for residential purposes, carriage of goods, car rental services and catering;
8. Agreements relating to leisure activities, if the agreement provides for a specific date or period of implementation;
9. Products manufactured according to consumer specifications which are not prefabricated and manufactured on the basis of an individual choice or decision of the consumer, or are clearly intended for a specific person;
10. Products that quickly spoil or have a limited shelf life;
11. Sealed products which, for reasons of health protection or hygiene, are not suitable for redispach and whose sealing has been broken after delivery;
12. Products which, after delivery, are irrevocably mixed with other products;
13. Alcoholic beverages The price of which has been agreed upon when the contract is concluded, but whose delivery can only take place after 30 days, and whose real value depends on fluctuations in the market on which the trader does not influence;
14. Sealed audio, video recordings and computer software, the sealing of which has been broken after delivery;

15. Newspapers, magazines or magazines, with the exception of subscriptions thereto;
16. The supply of digital content other than on a material medium, but only if:
17. The implementation has begun with explicit prior consent of the consumer;
And
18. The consumer has stated that he is losing his right of withdrawal.

Article 12 – the price

1. During the period of validity indicated in the offer, the prices of the products and/or services offered are not increased, subject to price changes due to changes in VAT rates.
2. Notwithstanding the previous paragraph, the trader may offer products or services whose prices are subject to fluctuations in the financial market and to which the trader has no influence, with variable prices. This bonding to fluctuations and the fact that any prices quoted are indicative prices are indicated in the offer.
3. Price increases within 3 months of the conclusion of the agreement are only permitted if they are the result of legal regulations or provisions.
4. Price increases from 3 months after the conclusion of the contract are only permitted if the trader has stipulated this and:
5. Are the result of legal regulations or provisions; Or
6. The consumer has the power to cancel the contract with effect from the day on which the price increase enters.
7. The prices quoted in the offer of products or services include VAT.

Article 13 – Compliance Agreement and additional warranty

1. The trader insists that the products and/or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of soundness and/or usability and the existing on the date of the conclusion of the agreement legal provisions and/or government regulations. If agreed, the trader will also ensure that the product is suitable for other than normal use.
2. An additional guarantee provided by the trader, his supplier, manufacturer or importer shall never limit the statutory rights and claims which the consumer may assert against the trader on the basis of the contract if the trader is Serious misconduct in the fulfilment of its part of the agreement.
3. An additional guarantee shall mean any undertaking by the trader, its supplier, importer or producer in which it grants to the consumer certain rights or claims which go beyond what is legally required in the event he is Serious misconduct in the fulfilment of its part of the agreement.
4. Specifically for the Raptor boats a 5 year warranty applies to the canvas and seams.
5. If, after an assessment by the trader, the relevant article does not comply with the guarantee issued as described in paragraph 1, the Trader shall provide an appropriate solution within a reasonable period of time. As a solution, the trader has the choice either of restoring, replacing or recovering the item.

In case of replacement of an article, the consumer is obliged to return the item to the trader and to transfer the property to the trader.

6. The warranty does not apply if a defect has arisen due to improper or improper use, or where the consumer or third parties have made changes to the article (or attempted to do so), or if the article has been used for Goals that it is not intended for.
7. Without prejudice to previous warranty provisions, the Trader shall not be liable if the defect is attributable to intent, gross negligence, improper use or improper use of the consumer.

Article 14 – Delivery and execution

1. The entrepreneur will observe the utmost care when receiving and executing orders for products and in assessing applications for the provision of services.
2. The place of delivery shall be the address which the consumer has made known to the trader.
3. In accordance with the provisions of article 4 of these general terms and conditions, the trader will carry out accepted orders with due urgency but not later than 30 days, unless another delivery period has been agreed. If the delivery is delayed, or if an order cannot be executed or only partially completed, the consumer will receive a notice no later than 30 days after placing the order. In that case, the consumer has the right to dissolve the contract without any costs and the right to compensation.
4. After dissolution in accordance with the previous paragraph, the trader will repay the amount paid by the consumer without delay.
5. The risk of damage and/or loss of products is vested in the entrepreneur until the moment of delivery to the consumer or a representative appointed and announced to the trader, unless expressly agreed otherwise.

Article 15 – Duration transactions: Duration, termination and renewal

Termination:

1. The consumer may at any time terminate an agreement entered into for an indefinite period and which extends to the regular delivery of products (including electricity) or services, with due observance of the termination rules agreed upon for that purpose. and a notice period of not more than one month.
2. The consumer may terminate a contract which has been entered into for a fixed period of time and which extends to the regular delivery of products (including electricity) or services, at any time by the end of the stipulated duration, taking into account that Agreed termination rules and a notice period not exceeding one month.
3. The consumer may conclude the agreements referred to in the preceding paragraphs:
 - Terminate at any time and not be restricted to termination at any given time or period;
 - At least denounce it in the same way as they have entered into it;
 - Always cancel with the same notice period as the trader has stipulated for himself.

Extension:

4. A contract entered into for a fixed period and which extends to the regular delivery of products (including electricity) or services must not be tacitly renewed or renewed for a specified duration.
5. By way of derogation from the preceding paragraph, a contract which has been entered into for a fixed period and which extends to the regular delivery of day news and weekly newspapers and periodicals may be tacitly renewed for a period of up to three months, if the Consumer may terminate this extended agreement by the end of the renewal with a notice period not exceeding one month.
6. An agreement which has been entered into for a fixed period and which extends to the regular delivery of products or services may only be tacitly extended for an indefinite period if the consumer is entitled to terminate at any time with a notice period not exceeding One month. The notice period shall not exceed three months in case the agreement extends to the regularity, but less than once a month, delivery of day, news and weekly newspapers and periodicals.
7. An agreement with limited duration to deliver regularly to the attention of day, news and weekly newspapers and periodicals (trial or introductory subscription) is not tacitly continued and ends automatically at the end of the trial or Introductory period.

Duration:

8. If an agreement has a duration of more than one year, the consumer May, after one year, terminate the agreement at any time with a notice of not more than one month, unless the reasonableness and fairness are against termination before the end of the Agreed duration.

Article 16 – Payment

1. Unless otherwise provided in the Agreement or additional terms, the amounts owed by the consumer must be paid within 1 day after the date of the reflection period, or in the absence of a reflection period within 1 day after the Conclusion of the agreement. In the event of an agreement to provide a service, this period shall commence on the day after the consumer has received the confirmation of the agreement.
2. In the case of the sale of products to consumers, the consumer must never be obliged to pay in advance of more than 50% in general terms and conditions. Where advance payment is stipulated, the consumer shall not be entitled to assert any right in respect of the execution of the order or service (s) in question before the stipulated advance payment has been made.
3. The consumer has a duty to notify the trader without delay of any inaccuracies in the payment information provided or stated.
4. If the consumer does not meet his payment obligation (s) in good time, after he has been informed by the trader of the late payment and the trader has awarded the consumer a period of 14 days in order to continue his payment obligations After the failure to pay within this 14-day term, the amount still due shall be payable by the statutory interest and the trader is entitled to charge the extrajudicial collection costs incurred by him. This collection fee amounts to: 15% on outstanding amounts up to €2,500, =; 10% over the subsequent

€2,500, = and 5% over the next €5,000, = with a minimum of €40, =. The trader may derogate from the said amounts and percentages for the benefit of the consumer.

Article 17 – Complaints System

1. The entrepreneur has a sufficiently well-publicised complaints procedure and treats the complaint in accordance with this complaint procedure.
2. Complaints about the implementation of the agreement must be submitted to the entrepreneur in full and clearly defined time after the consumer has found the defects.
3. Complaints submitted to the trader shall be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the trader will reply within the 14-day period with a notice of receipt and an indication when the consumer can expect a more detailed answer.
4. In any event, the consumer should give the trader 4 weeks to resolve the complaint by mutual agreement. After this period, a dispute arises which is susceptible to the dispute settlement.

Article 18 – Litigation

1. Agreements between the trader and the consumer to which these general terms and conditions relate are governed exclusively by Dutch law.

Article 19 – additional or different provisions

Additional provisions or derogations from these general terms and conditions may not be detrimental to the consumer and must be recorded in writing or in such a way that they can be accessed by the consumer in an accessible manner Stored on a durable data medium.

Title II – Business to Business

Article 20 – Parties

1. Adfuntage B.V., registered at the Chamber of Commerce in Breda under Number 59387432, located in Wouw aan de bremer 43 (4724 HD), user of these general conditions.
2. Further data of the Adfuntage e.g.:

Website: www.raptorboats.nl /Mail: info@raptorboats.nl/Tel: + 31 6 800 70 268/

VAT: NL853454498B01

3. Customer: The (legal) person acting in the performance of his business or profession; The (potential) recipient of goods or services offered by Adfuntage B.V.

Article 21 – Applicability

1. The terms and conditions apply to any offer, quotation and agreement between the user and the customer to which the user has declared these Terms and conditions applicable.
2. Terms and conditions of contract parties and or third parties shall apply only if expressly accepted by the user and confirmed in writing.
3. In the case of deviating and/or additional terms, the customer may only be invoked if and insofar as they have been expressly accepted by the user in writing.
4. The customer with whom the present conditions have been contracted, agrees with the applicability of these terms to subsequent agreements between him and the user.
5. By placing an order on www.raptorboats.nl, the customer agrees to accept these terms and conditions.
6. The general terms and conditions are set out in accordance with the general rules for (Buy) agreements in Book 6 and 7 of the Civil Code.

Article 22 – Offer and agreement

1. All tenders are without obligation unless a time limit for acceptance is stated in the offer. A quotation or offer expires if the product on which the quotation or offer relates is no longer available in the meantime.
2. The user cannot be held at its prices, tenders or offers if the customer can reasonably understand that the tenders or offers, or a part thereof, contains a manifest error or omission.
3. The prices quoted in a quotation or offer are exclusive of VAT and excluding shipping costs, unless otherwise stated.
4. In the case of a composite quotation, there is no obligation to supply part of the contract against a corresponding part of the price specified for the whole. Listings or quotations do not automatically apply to future orders.
5. The agreement between the parties is established:
 1. When ordering via the webshop: At the moment the customer orders the ordering procedure on the website raptorboats.nl Correctly and after the user-sent confirmation email of the agreement has been entered in the mailbox of the recipient's email address.
 2. In the case of orders other than by means of the webshop: at the time when both parties have signed a written offer, after Adfuntage B.V. has confirmed an acceptance or offer in writing or has been accepted or after Adfuntage B.V., or a third party on its behalf, has begun the execution.
6. Any agreement with the user shall be entered into under the suspensive condition that the customer, on the basis of information to be retrieved by the user, proves sufficient credit.
7. The user reserves the right to refuse orders/orders without giving reasons. In Such a case, the user will not be liable to the customer.

Article 23 – Products

1. Information relating to the composition, quality and characteristics of the products delivered by the user is made to the best of the user's knowledge, but does not constitute a guarantee.
2. The user has the right at all times to determine that, in its judgement, the products will only be delivered in certain minimum quantities.

Article 24 – Delivery

1. Delivery takes place at the specified delivery address, unless another form of delivery has been agreed.
2. Delivery condition is ex-factory. A deviating delivery condition may only be invoked by the customer if and insofar as it has been expressly accepted by the user in writing.
3. Unless expressly agreed otherwise, the deadlines for delivery are never to be considered as fatal deadlines. Even in the case of an agreed fatal term, the user is only in default after the customer has failed to deliver it and has set a reasonable time limit of at least 30 days.

Article 25 – Force majeure

1. If, by force majeure on the user's side, the performance of the contract is delayed by more than four weeks, both the user and the customer are entitled to dissolve the agreement.
2. If force majeure occurs while the contract has already been partially implemented, the user is entitled to claim payment of the already executed part of the agreement.
3. Under force majeure, these conditions are understood to mean any of the user's independent circumstance which permanently or temporarily prevents the performance of the agreement, and to the extent that it does not include war, war risk, Riot, strike, government measures, fire, lack of raw materials, malfunctions of machines, transport difficulties and non-timely delivery by the user's suppliers.
4. If the user, on the grounds of force majeure, proceeds to terminate the contract, it shall not be obliged to compensate for damage to the customer.

Article 26 – Warranty and advertising

1. The products delivered by the user comply with the usual quality requirements and standards which, in normal use, can reasonably be made at the time of delivery.
2. The customer is obliged to check the goods immediately after delivery for compliance with regard to quantity and quality. If the delivered goods do not conform to the conformity agreed on the basis of the agreement, and therefore there is a defect, the customer must inform within 48 hours after receipt of the supplied user.
3. The existence of a defect does not entitle the buyer to dissolve the agreement or to withhold payment in whole or in part. Under no circumstances can the customer claim compensation.
4. If a defect is subsequently reported, the Customer shall not be entitled to any further recovery, replacement or indemnification.

5. If, after assessment by the user, the relevant article does not comply with the warranty issued as described in paragraph 1, user shall provide an appropriate solution within a reasonable time. The user has the choice of either recovering from, replacing, or recovering the item.

In case of replacement of an article, the customer is obliged to return the item to be replaced and to transfer ownership to the user.

6. The warranty does not apply if a defect has arisen due to improper or improper use, or when the customer or third parties have made changes to the article (or attempted to do so), or if the article has been used for purposes Where it is not intended.
7. If a user-supplied article does not correspond to the contract concluded and this is deemed to be a defect within the meaning of the product liability scheme, user shall not be liable for any consequential damages resulting therefrom.
8. Without prejudice to previous warranty provisions, user shall not be liable if the defect is attributable to intentional, grossly culpable guilty, improper use or improper use of the customer.

Article 27 – Liability

1. User shall not be liable for any damage, of any nature whatsoever, caused by the user being assumed of incorrect and/or incomplete data provided by or on behalf of the customer.
2. The liability of the user shall in any event be limited to the amount of the invoice of the goods delivered, at least to that part of the order to which the liability statement relates.
3. User shall never be liable for indirect damages, including consequential damages, lost profits, missed savings and damage from company stagnation.
4. The limitations of liability contained in this article shall not apply if the damage is attributable to intentional or gross negligence by the user.

Article 28 – Suspension/dissolution

1. Without prejudice to the cases referred to in the law, if the customer fails to comply with his obligations, the user shall have the right to have no notice or legal intervention, or the execution of the agreement for at least To suspend, in whole or in part, a maximum of three months, without the user being liable for any compensation and notwithstanding the rights further to the user.
2. The user's right to suspend or complete or partial dissolution also applies where serious doubts arise as to whether the customer is able to fulfil his contractual obligations towards the user and in the event of bankruptcy, Suspension of payment, liquidation, transfer of the company of the customer and in the case of goods of the customer you are confiscated, or whether the buyer is placed under guardianship or otherwise the power of disposal over his assets or parts Lose it.
3. The customer is only entitled to suspend the obligation arising from the agreement. The possibility of dissolution of the agreement between user and customer under article 6:265 Civil Code is excluded.

Article 29 – Force Majeure

1. User is not obliged to comply with any obligation to the buyer if this is hindered by a circumstance that is not due to guilt, neither by law, legal act or in the Movement prevailing views For his account.
2. Under force majeure, these general terms and conditions shall mean, in addition to what is understood in law and jurisprudence, all of external causes, foreseeable or unforeseen, on which user cannot exercise any influence. The user is not able to fulfil his obligations. Work strikes in the company of user or third parties. User also has the right to invoke force majeure if the circumstances preventing (further) fulfilment of the agreement occurs after the user has had to fulfil his obligation.

Article 30 – Payment

1. Payment must be made within 14 days after the invoice date without deduction or offsetting. In the event of late payment, the customer shall be in default without prior notice being required by the user.
2. The first order of a new customer takes place via pre-spout payment.
3. The user is entitled at all times and irrespective of the agreed payment conditions to oblige the customer to provide security for the satisfaction of the amounts payable to the user under this agreement.
4. In the event of late payment, the customer is obliged to pay full compensation for both extrajudicial and judicial collection costs. The extrajudicial collection costs amount to 15% of the principal with interest this with a minimum of €40,-.
5. The payments made by the customer shall first be deducted from any interest and costs due and then with due invoices which are the longest open.

Article 31 – Intellectual Property

1. User reserves the rights and powers assigned to him on the basis of copyright and other intellectual laws and regulations.

Article 32 – Applicable law

1. All legal relationships in which user is a party shall be governed exclusively by Dutch law, even if a commitment is wholly or partly carried out abroad or if the party involved in the legal relationship Established there. The applicability of the Vienna Sales Convention is excluded.
2. In the event that a dispute arises from the agreement between the parties, the court in the district in which the municipality of Roosendaal is subject is, subject to mandatory law, the exclusive absolute competent judge.
3. The parties will first appeal to the court after they have made every effort to resolve a dispute by mutual agreement.

Annex I: Model Revocation Form

Model Revocation Form

(Fill out and return this form only when you want to revoke the agreement)

- **To: Adfuntage B.V.**

Bremere 43, 4724 HD Wouw

info@raptorboats.nl

- I/We * part/share * You hereby that I/we * share our agreement on

Sales of the following products: [Product designation] *

The delivery of the following digital content: [Indication of digital content] *

The operation of the following service: [designation Service] *,

revokes/peals *

- Ordered on */received on * [Date of delivery on services or receipt of products]
- [Name of consumers]
- [Address consumer (s)]
- [Signature consumer (s)] (only when this form is submitted on paper)

* Delete what does not apply or fill in what is applicable.