

## General Terms and Conditions

### Article 1 - Definitions

In these terms, the following definitions apply:

- Artisan Stucco Mortars: the user of these general terms and conditions.
- Customer: the natural or legal person who enters into a distance agreement with Artisan Stucco Mortars.
- Cooling-off period: the period during which the customer can exercise their right of withdrawal.
- Right of withdrawal: the possibility for the customer to cancel the distance agreement within the cooling-off period.
- Durable medium: any means that enables the customer or Artisan Stucco Mortars to store information directed personally to them in a way that allows future consultation and unchanged reproduction of the stored information.
- Model form: the withdrawal form provided by Artisan Stucco Mortars that a customer can complete if they wish to exercise their right of withdrawal.
- Distance agreement: an agreement where, within the framework of a system organized by Artisan Stucco Mortars for the sale of products and/or services at a distance, only one or more techniques for distance communication are used up to and including the conclusion of the agreement.
- Technique for distance communication: any method that can be used to conclude an agreement without the customer and Artisan Stucco Mortars being in the same place at the same time..

### Article 2 - Identity of Artisan Stucco Mortars

#### Artisan Stucco Mortars VOF

Postal address:

Bentismaheerd 204  
9736 EL Groningen  
The Netherlands

Phone: +31 (0)50 311-5947  
Email: sales@artisanstuccomortars.com

Chamber of Commerce: 60755563  
VAT number: NL 854 045 788 B01

## Article 3 - Applicability

- 1) These general terms and conditions apply to every offer made by Artisan Stucco Mortars and to every distance agreement and order concluded between Artisan Stucco Mortars and the customer.
- 2) Before the distance agreement is concluded, the text of these general terms and conditions will be made available to the customer. If this is not reasonably possible, it will be indicated before the distance agreement is concluded that the general terms and conditions can be viewed at Artisan Stucco Mortars and will be sent to the customer free of charge upon request.
- 3) If specific product or service conditions apply in addition to these general terms and conditions, the second paragraph applies accordingly, and in case of conflicting terms, the customer may rely on the provision that is most favorable to them.
- 4) If one or more provisions in these general terms and conditions are wholly or partially invalid or nullified at any time, the rest of the agreement and these conditions will remain in effect, and the relevant provision will be replaced by a mutually agreed provision that approximates the intent of the original provision as closely as possible.
- 5) Situations not regulated in these general terms and conditions must be assessed 'in the spirit' of these terms. Ambiguities regarding the interpretation or content of one or more provisions of our terms should be explained 'in the spirit' of these terms and conditions.
- 6) General terms and conditions of the customer are explicitly rejected. Artisan Stucco Mortars will only accept the applicability of the customer's conditions if this has been expressly and in writing agreed upon; these will only apply to the agreement for which they are intended.

## Article 4 - The Offer

- 1) If an offer has a limited validity period or is made under conditions, this will be explicitly stated in the offer.
- 2) The offer and quotations are without obligation. Artisan Stucco Mortars is entitled to change and adjust the offer.
- 3) The offer contains a complete and accurate description of the offered products or services. The description is sufficiently detailed to enable the customer to make a proper assessment of the offer. If Artisan Stucco Mortars uses images, they are a true representation of the offered products or services. Obvious mistakes or errors in the offer do not bind Artisan Stucco Mortars.
- 4) All images, specifications, characteristics, and data in the offer are indicative and cannot give rise to compensation or dissolution of the agreement.
- 5) Images accompanying products are a true representation of the offered products. Artisan Stucco Mortars cannot guarantee that the displayed colors exactly match the actual colors of the products.

- 6) Each offer contains such information that it is clear to the customer what rights and obligations are attached to the acceptance of the offer. This concerns in particular:
- the price, including taxes;
  - any shipping costs;
  - how the agreement will be concluded and which actions are required for this;
  - whether or not the right of withdrawal applies;
  - the method of payment, delivery, and execution of the agreement;
  - the period for accepting the offer, or the period within which Artisan Stucco Mortars guarantees the price;
  - the amount of the rate for distance communication if the costs for using the distance communication technique are calculated on a basis other than the regular base rate for the used communication method;
  - whether the agreement will be archived after it has been concluded, and if so, in what way it can be consulted by the customer;
  - the way in which the customer, before concluding the agreement, can check and, if necessary, correct the information they have provided within the framework of the agreement;
  - any other languages in which the agreement can be concluded, besides Dutch.

## Article 5 - The Agreement

- 1) The agreement is concluded, subject to the provisions of paragraph 4, at the moment of acceptance by the customer of the offer and the fulfillment of the associated conditions.
- 2) If the customer has accepted the offer electronically, Artisan Stucco Mortars will immediately confirm the receipt of the acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed by Artisan Stucco Mortars, the customer can dissolve the agreement.
- 3) If the agreement is concluded electronically, Artisan Stucco Mortars will take appropriate technical and organizational measures to secure the electronic transfer of data and will ensure a secure web environment. If the customer can pay electronically, Artisan Stucco Mortars will take appropriate security measures.
- 4) Artisan Stucco Mortars may, within legal frameworks, investigate whether the customer can meet their payment obligations, as well as all facts and factors relevant to responsibly concluding the distance agreement. If, based on this investigation, Artisan Stucco Mortars has good reasons not to enter into the agreement, it is entitled to refuse a request or order, or to attach special conditions to the execution.
- 5) Artisan Stucco Mortars will include the following information, in writing or in such a way that the customer can store it in an accessible manner on a durable medium, with the product or service for the customer:
  - the way in which the customer can file complaints with Artisan Stucco Mortars;
  - the conditions under which and the manner in which the customer can exercise the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;

- the information on warranties and existing services after purchase;
  - the information included in Article 4, paragraph 3 of these terms, unless Artisan Stucco Mortars has already provided this information to the customer before the execution of the agreement.
- 6) Each agreement is entered into under the suspensive condition of sufficient availability of the relevant products.

## Article 6 - Right of Withdrawal

### When delivering products:

- 1) The customer has the right to dissolve the agreement without giving reasons within 14 days. This cooling-off period starts the day after the customer or a representative designated by the customer and communicated to Artisan Stucco Mortars receives the product.
- 2) During the cooling-off period, the customer will handle the product and packaging with care. The customer will only unpack or use the product to the extent necessary to determine whether they wish to keep it. The starting point here is that the customer may only handle and inspect the product as they would in a store. If the customer exercises their right of withdrawal, they will return the product, with all accessories provided, and if reasonably possible, in the original condition and packaging, to Artisan Stucco Mortars, in accordance with the reasonable and clear instructions provided by Artisan Stucco Mortars.
- 3) The customer is only liable for any reduction in value of the product resulting from handling the product beyond what is permitted in paragraph 2.
- 4) If the customer wishes to exercise their right of withdrawal, they are required to notify Artisan Stucco Mortars within 14 days of receiving the product. The customer must do so using the model form or another communication method, such as email. After the customer has expressed their desire to use the right of withdrawal, they must return the product within 14 days. The customer must prove that the delivered goods were returned in time, for example, by providing proof of shipment.
- 5) If the customer has not notified Artisan Stucco Mortars of their desire to exercise the right of withdrawal or has not returned the product within the time limits mentioned in paragraphs 1 and 4, the purchase is final.

### When providing services:

- 6) When providing services, the customer has the right to dissolve the agreement without giving reasons within at least 14 days, starting from the day the agreement is concluded.
- 7) To exercise the right of withdrawal, the customer will follow the reasonable and clear instructions provided by Artisan Stucco Mortars with the offer or at the latest at the time of delivery.

## Article 7 - Costs in Case of Withdrawal

- 1) If the customer exercises the right of withdrawal, the maximum cost borne by the customer will be the cost of returning the goods.
- 2) If the customer has paid an amount, Artisan Stucco Mortars will refund this amount as soon as possible, but no later than 14 days after the withdrawal, provided that the product has already been returned or conclusive proof of complete return has been provided. The refund will be made using the same payment method as the one used by the customer unless the customer expressly agrees to a different payment method.
- 3) If the product is damaged due to careless handling by the customer, the customer is liable for any reduction in the product's value.

## Article 8 - Exclusion of the Right of Withdrawal

- 1) Artisan Stucco Mortars may exclude the customer's right of withdrawal for products described in paragraphs 2 and 3. The exclusion of the right of withdrawal only applies if Artisan Stucco Mortars has clearly stated this in the offer, at least in good time before concluding the agreement.
- 2) Exclusion of the right of withdrawal is only possible for products:
  - made to the customer's specifications by Artisan Stucco Mortars;
  - that are clearly personal in nature;
  - that, by their nature, cannot be returned;
  - that spoil or age quickly;
  - that have been provided to the customer as a digital download.
- 3) Exclusion of the right of withdrawal is only possible for services:
  - where the service has been started with the customer's express consent before the cooling-off period has expired.

## Article 9 - The Price

- 1) During the validity period stated in the offer, the prices of the offered products and/or services will not be increased, except for price changes due to changes in VAT rates.
- 2) The prices mentioned in the offer of products or services include VAT.
- 3) All prices are subject to printing and typesetting errors. No liability will be accepted for the consequences of printing and typesetting errors. In the event of printing and typesetting errors, Artisan Stucco Mortars is not obliged to deliver the product at the incorrect price.

## Article 10 - Conformity and Warranty

- 1) Artisan Stucco Mortars guarantees that the products and services comply with the agreement, the specifications stated in the offer, the reasonable requirements of reliability and usability, and the legal provisions or government regulations in effect on the date the agreement was concluded. If

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agreed, Artisan Stucco Mortars also guarantees that the product is suitable for other than normal use.

- 2) Any warranty provided by Artisan Stucco Mortars, the manufacturer, or importer does not affect the statutory rights and claims that the customer can enforce against Artisan Stucco Mortars under the agreement.
- 3) Any defects or incorrectly delivered products must be reported to Artisan Stucco Mortars in writing within 2 months of discovery of the defect.
- 4) The warranty period provided by Artisan Stucco Mortars is consistent with the manufacturer's warranty period. Artisan Stucco Mortars is not responsible for the final suitability of the products for any individual use by the customer, nor for any advice regarding the use or application of the products.

**The warranty does not apply if:**

- the customer has repaired or modified the delivered products themselves or has had them repaired or modified by third parties;
- the delivered products have been exposed to abnormal conditions or otherwise handled carelessly;
- the delivered products have been used or treated contrary to the instructions of Artisan Stucco Mortars or the instructions on the packaging;
- the defect is wholly or partly the result of government regulations regarding the nature or quality of the materials used.

## Article 11 - Delivery and Execution

- 1) Artisan Stucco Mortars will exercise the utmost care when receiving and executing orders for products and when assessing requests for the provision of services.
- 2) The place of delivery is the address that the customer has made known to Artisan Stucco Mortars.
- 3) With due observance of what is stated in paragraph 4 of this article, Artisan Stucco Mortars will execute accepted orders with due speed but no later than 30 days unless the customer has agreed to a longer delivery period. If delivery is delayed, or if an order cannot be executed or can only be partially executed, the customer will be notified of this no later than 30 days after they have placed the order. In such cases, the customer has the right to dissolve the agreement free of charge. The customer is not entitled to compensation.
- 4) All delivery periods are indicative. The customer cannot derive any rights from any specified periods. Exceeding a period does not entitle the customer to compensation.
- 5) In the event of dissolution in accordance with paragraph 3 of this article, Artisan Stucco Mortars will refund the amount paid by the customer as soon as possible, but no later than 14 days after dissolution.
- 6) If delivery of a product proves to be impossible, Artisan Stucco Mortars will make every effort to provide a replacement product. At the latest upon delivery, it will be clearly and comprehensibly

communicated that a replacement product is being delivered. In the case of replacement products, the right of withdrawal cannot be excluded. The cost of any return shipment is borne by Artisan Stucco Mortars.

- 7) The risk of damage or loss of products rests with Artisan Stucco Mortars until the moment of delivery to the customer or a representative designated in advance and communicated to Artisan Stucco Mortars, unless expressly agreed otherwise.

## Article 12 - Payment

- 1) Unless otherwise agreed, the amounts owed by the customer must be paid within 7 working days after the start of the cooling-off period as referred to in Article 6, paragraph 1. In the case of an agreement for the provision of a service, this period begins after the customer has received the confirmation of the agreement.
- 2) The customer is obliged to immediately report any inaccuracies in the payment details provided or mentioned to Artisan Stucco Mortars.
- 3) In the event of non-payment by the customer, Artisan Stucco Mortars, subject to legal restrictions, has the right to charge the reasonable costs made known to the customer in advance.

## Article 13 - Complaints Procedure

- 1) Artisan Stucco Mortars has a well-publicized complaints procedure and will handle the complaint in accordance with this complaints procedure.
- 2) Complaints about the execution of the agreement must be fully and clearly described and submitted to Artisan Stucco Mortars within 2 months after the customer has discovered the defects.
- 3) Complaints submitted to Artisan Stucco Mortars will be answered within 14 days from the date of receipt. If a complaint requires a longer processing time, Artisan Stucco Mortars will respond within 14 days with a confirmation of receipt and an indication of when the customer can expect a more detailed response.
- 4) If the complaint is found to be justified by Artisan Stucco Mortars, Artisan Stucco Mortars will, at its discretion, replace or repair the delivered products free of charge.
- 5) If the complaint cannot be resolved by mutual agreement, a dispute arises that is subject to the dispute resolution procedure.
- 6) In case of complaints, a customer must first contact Artisan Stucco Mortars. If no solution is reached, the customer has the possibility to submit the complaint via the European ODR platform (<https://ec.europa.eu/consumers/odr>).
- 7) A complaint does not suspend Artisan Stucco Mortars' obligations, unless Artisan Stucco Mortars indicates otherwise in writing.



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## Article 14 - Disputes

- 1) Agreements between Artisan Stucco Mortars and the customer to which these general terms and conditions relate are exclusively governed by Dutch law, even if the customer is resident abroad.
- 2) The Vienna Sales Convention does not apply.
- 3) If a dispute arises regarding the interpretation of these conditions, the version drafted in the Dutch language is considered authentic.

Groningen, September 17, 2024