

GENERAL TERMS AND CONDITIONS HAPPYGLASS

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Article 1 - Definitions

In these terms and conditions the following refers to:

Customer: the third party entering into an agreement - whether or not remotely - with the trader, whether or not acting as an independent professional or business owner;

Cooling-off period: the period in which the customer can exercise their right of withdrawal;

Consumer: the natural person who enters an agreement with the trader not in the capacity of his profession or company;

Day: calendar day;

Durable data carrier: any means that enable the customer or trader to store information personally addressed to them in a way which makes future consultation and unaltered reproduction of the information stored possible.

Trader: the user of these General Terms and Conditions as defined in Article 2 who is offering customers products and/or services (remotely);

Agreement: an agreement between trader and a third party;

Remote agreement: an agreement whereby the remote sales system organised by the trader for the purposes of selling products and/or services, up to and including signing the agreement whereby only one or more techniques for remote communication are used;

Complaining: complaining or submitting a complaint because of any unlawfulness of the goods ordered. Submitting a complaint should take place in writing within the time limit referred to in the General Terms and Conditions;

Technology for remote communication: means to be used for concluding an agreement, without the consumer and the trader being together in the same place at the same time.

General Terms and Conditions: the trader's present General Terms and Conditions.

Article 2 - The Identity of the Trader

Name: HappyGlass B.V.
Address: Diazweg 3A, 4462 HG Goes
Telephone number: +31 (0)113 - 405635
Email address: office@happyglass.com
Chamber of Commerce (KVK) number: 66258987
VAT identification number: NL856466943B01

Article 3 - Applicability

1. These General Terms and Conditions apply to every offer from the trader and to every agreement - whether or not concluded remotely - and to every order between trader and customer.
2. Before concluding the agreement, the text of these General Terms and Conditions shall be made available to the customer. If this is impossible by reasonable efforts, then before concluding the remote agreement, the trader will indicate that the General Terms and Conditions can be inspected at the trader's and that, at the customer's request, they will be sent to the customer free of charge as soon as possible.
3. If the remote agreement is concluded electronically, then, contrary to the previous paragraph, and before the remote agreement is concluded, the customer will be provided with the text of these General Terms and Conditions electronically, in such a way that the customer can easily store them on a durable data carrier. If this is impossible by reasonable efforts, then before concluding the remote agreement, notification shall be provided where the general terms and conditions can be viewed electronically, and that, at the customer's request, they will be sent to the customer electronically or otherwise free of charge as soon as possible.
4. In case that besides the General Terms and Conditions specific product or service conditions apply, the second and third paragraphs shall also apply.
5. If one or more provisions in these General Terms and Conditions are partly or fully null and void or are nullified at any time, then the agreement and these terms and conditions shall apply for the remainder and the relevant provision shall, in mutual consultation, be replaced by a provision that reflects the intent of the original provision as closely as possible.
6. Situations that are not regulated in these general terms and conditions, should be assessed to the spirit of these General Terms and Conditions.
7. Ambiguities with regards the content of one or more provisions in our terms and conditions should be explained to the spirit of these General Terms and Conditions.

Article 4 - The Offer

1. Unless stated otherwise, all offers of the trader are only valid for one month as of the date on which the offer was made.
2. Offers are free of obligations. The trader is entitled to amend and adjust the offer.
3. Each offer shall include a full and accurate description of the offered products and/or services. The description is sufficiently detailed in order to make it possible for the customer to have a fair judgement of the offer. If the trader makes use of pictures, they are truthful images of the products and/or services provided. The trader cannot ensure that the colours and shapes shown agree exactly with the actual colours and shapes of the products. Obvious errors or mistakes in the offer are not binding for the trader.
4. All images, measurements, weights and other specifications in the offer are indicative and cannot lead to damage compensation or termination of the agreement.
5. Each offer shall include all necessary information clearly setting forth the customer's rights and obligations related to accepting the offer. This shall apply in particular to:
 - a. the price excluding taxes;
 - b. the method of payment, delivery and execution of the agreement;
 - c. available shapes, measures, colours, type of materials.

Article 5 - The Agreement

1. Subject to the provisions in paragraph 3, the agreement becomes valid when the customer has accepted the offer and fulfilled the terms and conditions set.
2. Unless otherwise specifically agreed in writing, the trader has at any time the right to allow all or part of the agreement to be executed by third parties, with the provisions also applying to these third parties, providing that the trader authorises them in writing, if necessary afterwards, to rely on these provisions without this authorisation entailing any obligations towards the trader.
3. Verbal or telephone agreements are only binding if confirmed in writing or by email by the trader.
4. If the customer accepted the offer via electronic means, the trader shall promptly confirm the receipt of the acceptance of the offer via electronic means. As long as the trader does not confirm the receipt of such acceptance, the customer shall be able to dissolve the agreement without charge.
5. If the agreement is concluded electronically, the trader will take suitable technical and organisational measures to secure the electronic transfer of data and will ensure a safe web environment. If the customer is able to pay electronically, the trader will take suitable security measures.
6. Each agreement is entered into under the suspensive condition of sufficient availability of the products concerned.
7. In order to conclude an agreement, the customer should provide the trader in writing with the full and correct invoice address including first and surname of the contact person responsible, telephone number of the person responsible, the full and correct delivery address including first and surname of the contact person responsible, telephone number of the person responsible, a valid VAT number.

Article 6 - The Price

1. During the term of validity stated in the offer, the prices of the offered products and/or services shall not be raised, except for changes in price as a result of changes in the manufacturer's prices, exchange rates, import duties and other payable import charges, insurance rates, freight, taxes, margin schemes and other price-determining factors.
2. If following an offer one or more of these factors change, the trader shall be entitled to adjust the prices in a fair way to the changed factors, even if in the meantime the purchase agreement has been concluded.
3. VAT is not included in all prices quoted in an offer from the trader. If a non-Dutch customer does not have a valid VAT number, the valid VAT rate is added to the price.
4. If the trader makes an offer that includes derogation from standard ex works delivery and the delivery should take place outside the Netherlands, the following shall apply. The costs associated with obtaining the necessary export and import documents including transport documents, customs documents, issue documents, EUR.1 certificate, ATA carnet, etc., shall not be included in the price, unless explicitly indicated otherwise in writing. Also the costs associated with obtaining the goods' export and import documents including customs documents, clearance costs, import duties, etc., shall not be included in the price, unless explicitly indicated otherwise in writing.
5. All prices are subject to printing and typesetting errors. For the impact of printing and typesetting errors no liability is accepted. In the event of printing and typesetting errors the trader is not required to provide the product in accordance with the incorrect price.

Article 7 - Guarantee and Complaints

1. The trader guarantees that the products and/or services comply with the agreement, the listed specifications of the offer, the reasonable requirements of the soundness and usability, and at the date of the conclusion of the agreement existing legal provisions and/or Government regulations. Only if agreed the trader also guarantees that the product is suited for other than normal designation.
2. Upon receipt of the products the conformity of the products should be checked immediately. Any defects or wrongly delivered products that are present at the time of receipt of the products should be reported to the trader in writing within 7 days of the delivery. Returns of the products should take place with all delivered accessories and in the original condition and packaging.
3. With regards to any defects that arise after the products were received in compliant state, the trader shall give the customer only those guarantees that apply to the delivered goods, which they have obtained

from the manufacturer of these goods, entirely under the same conditions. If the trader did not receive the goods from a manufacturer, a guarantee period of 6 months after the date of receipt of the products shall apply. The trader shall, however, under no condition be responsible for the ultimate fitness of the products for each individual application by the customer, nor for any advices regarding the use or application of the products.

4. The guarantee is invalidated when:
 - a. The customer himself has repaired and/or modified the delivered products or the products have been repaired and/or modified by a third part on customer's behalf;
 - b. The delivered products have been exposed to abnormal conditions or have otherwise been used carelessly or are used in conflict with the instructions of the trader and/or on the packaging;
 - c. The defect is fully or partially the consequence of current or future governmental regulations regarding the nature or quality of the materials used.
5. Complaints with respect to the quantities delivered and types of goods and of externally observable defects should be made within six working days from the delivery of the goods; if this period is exceeded all possible claims against the trader will lapse.
6. Complaints with respect to the delivery of non-externally observable defects that become apparent within the guarantee period should be made within six working days after these defect occurred; if this period is exceeded all possible claims against the trader in respect of the defect will lapse.
7. Complaints with respect to the printed information of goods should take place before using the goods and within six working days after delivery of the goods; if this period is exceeded all possible claims against the trader will lapse. With regards to damage arising from print results that differ from the customer's expectations, with the exception of non-fulfilment on the part of the trader, the trader shall not accept any liability towards any compensation, by whatever name.

Article 8 - Liability

1. Only if the customer proves that he or she suffered damage as a result of the trader's intent or gross negligence, which would have been avoided when acted carefully, the trader is liable for direct damages. Trader shall never be liable for indirect damages, such as, but not limited to, damage to products, loss of sales or profit, trading loss, immaterial damage, consequential damage, etc.
2. Trader shall only be liable for damage if this damage would fall under the cover of his or her liability insurance and up to the amount to be paid out by his or her own insurance increased by the amount of the excess. Notwithstanding the above and in all (other) cases the total compensation for direct damage per damage-causing event shall never be more than an amount that is equal to the amount of the contract, or at least limited to that part of the contract related to the liability and less the costs incurred by the trader in the engagement of third parties and the operation of the agreement, in full accordance as defined by the trader's administration, where a series of connected events being considered a single event.
3. The trader's liability is, if applicable, limited to an amount of € 10,000 per damage-causing event.
4. This limitation of liability of trader shall also apply to all those that have been recruited to work on behalf of the trader and/or for the operation of the agreement.
5. Customer indemnifies trader and their auxiliary persons against all claims of third parties (including, though not limited to, employees of trader, visitors and customers), who have incurred damage in connection with the performance of the present agreement (including, but not limited to, (product) liability as a result of a defect in a product that has been supplied to a third party by the customer and that (partly) consisted of products delivered by the trader and/or materials).

Article 9 - Payment

1. Following confirmation of the order, the invoice amount should be paid in full upfront by the customer, unless expressly agreed on otherwise.
2. Payment of the invoice takes place within fourteen days of the invoice date, unless expressly agreed on otherwise in writing. The customer should pay stating the invoice number. If the customer wishes to have an own invoice number included on the invoice, the customer should inform the trader of this in advance in writing no later than with the order confirmation.

3. The customer has the obligation to inform the trader promptly of any inaccuracies in the provided or mentioned payment details.
4. If the customer fails to timely comply with their payment obligation(s), they will be required, after the trader has informed them of the late payment and the trader has awarded the customer with a 14 day period in which still to satisfy all payment obligations due, in the absence of payment within this 14 day period, to pay legal (trade) interest and the trader will be entitled to charge the customer the collection costs incurred outside of legal process. These collection costs amount to a maximum of: 15% over outstanding amounts up to € 2,500; 10% over the next € 2,500 and 5% over the following € 5,000 with a minimum of € 40 and a maximum of € 6,775. The trader may waive the amounts and percentages mentioned to the benefit of the customer.
5. In the event of non-payment on the part of the customer, and subject to legal constraints, the trader is entitled to charge any predetermined reasonable costs incurred to the customer.
6. If the customer fails to fulfill their payment obligations towards the trader, the trader is entitled, without prejudice to their other rights, to postpone the delivery of the goods the customer bought from the trader for the duration of the non-payment, or only deliver these goods cash-on delivery for cash or considerable surety, at the sole discretion of the trader.
7. The customer shall at all times, at first request to do so, and to the satisfaction of the trader, give sufficient sense of security with regard to the fulfillment of their payment obligations arising from the agreement. If after the expiry of a term of six working days, after the trader made a request to the customer with regards the aforementioned the customer has not, or has not to the trader's discretion, provided sufficient certainty, the trader is entitled, without prejudice to their other rights, to postpone the delivery of the goods the customer bought from the trader for the duration of the non-payment, or only deliver these goods cash-on delivery for cash or considerable surety, at the sole discretion of the trader.
8. Each payment by the customer will, in the first place, serve to fulfill the costs, the interest and after this the longest outstanding payable invoices. Even if the customer has mentioned that the payment refers to another invoice.

Article 10 - Delivery and Performance

1. The trader shall take the best possible care with the accepting and executing of orders of products and with the assessment of requests for the delivery of services.
2. Unless otherwise agreed, 'Ready factory' applies with respect to the delivery (Ex Works Incoterms 2020). The risk of damaged and/or missing products lies with the trader up to the moment when the products are collected by the customer or a representative designated beforehand and announced to the trader, unless expressly agreed otherwise.
3. The customer is responsible for any export and import costs, duties and levies. Customer is also responsible for any customs formalities.
4. The trader is authorised to deliver an order in parts and for each part delivery request part payment.
5. Subject to what is being referred to in paragraphs 6 to 9 of this Article with regards to this, the trader will process orders as quickly as possible.
6. All delivery dates are for information purposes. The customer cannot derive any rights from any dates mentioned. Exceeding the delivery dates does not give the customer the right to compensation.
7. The delivery time commences after all data and documents and any (advance) payments and/or securities required for the operation of the agreement have been received by the trader.
8. In case of force majeure, the delivery time shall be extended by the length of the situation of the force majeure. Force majeure means every circumstance independent of the trader's intention that prevents the operation of the agreement either temporarily or permanently. For example, the case when the trader because of their suppliers and irrespective of the reason, is unable to deliver the goods.
9. In the event that delivery of ordered products appears to be impossible, the trader shall try to deliver a replacement product. The customer will be given the choice to either terminate the agreement or to accept the delivery of the replacement product. Unavailability of an ordered product does not give the customer the right to compensation.

Article 11 - Transfer of Risk

1. The goods are at the risk of the customer from the moment the goods have left the trader's warehouse, or when the goods are being delivered directly from the a third party's warehouse or factory, as soon as they have left the third party's factory or warehouse, notwithstanding the provisions of the previous paragraph.
2. If the customer fails to perform an action whereby they must cooperate in the delivery of the goods, the goods are, notwithstanding the previous paragraph, already at the risk of the customer from the moment the goods are ready for dispatch.

Article 12 - Retention of title

1. The delivery of the goods to the customer takes place under the specific retention of title until the time that the customer has fully complied with their payment obligation.
2. As long as the ownership of the goods has not been transferred to the customer, the customer shall not be entitled to pledge the goods, transfer retention of title as security or grant a third party any other right thereto, except as provided for in paragraph 4 of this Article. The customer is bound to store the goods delivered subject to retention of title with the necessary care and clearly marked as the trader's property. Furthermore, the customer is obliged, for the duration of the retention of title, to insure the goods against damage caused by fire, aircrafts, explosion or water, as well as against theft and allows the trader to examine the policies of these insurances at the trader's first request. All claims of the customer to the insurers of the goods on the basis of the aforementioned insurances will, upon the trader's first request, be sold to them as additional security for the fulfilment of their claims against the customer.
3. If the customer fails to meet their payment obligations, or has difficulties paying, the trader has the right to take back the goods delivered subject to retention of title that are still present with the customer. When taking back the goods the customer shall be credited for the market value (which shall in no case exceed the original purchase price) less the costs incurred in connection with the retrieval of the goods.
4. The customer is permitted to sell and deliver the goods delivered under retention of title to third parties within the scope of exercise of their business. In the event of sale on credit, the customer is obliged to require retention of title in the manner of the provision of this Article. The customer undertakes not to assign or any claims on his customers to third parties without prior written consent from the trader, as well as to assign said claims to the trader, at the trader's first request, as additional security for the satisfaction of their claims owed by the customer.

Article 13 - Resale Non-personalised Products

1. Customer is entitle to resell the goods delivered by the trader and to re-deliver to a third party, if:
 - a. The products are being delivered in the original packaging meant for the end-user;
 - b. Customer with their customer, as far as they act in the operation of a company or profession, by means of a perpetual clause agrees that the obligations referred to in this Article shall also bind that customer and furthermore that in the event of a possible resale/re-delivery these obligations should have to be mentioned or agreed again.
2. The customer is obliged in the case of a resale to cooperate with and to adhere to the measures the trader takes to improve sale, and of which he will always notify the customer timely in advance. These sales promotions may, amongst others, include advertising, special offers, premiums and competitions, maintaining certain consumer prices, et cetera.
3. The customer is authorised to include their own trademark on the packaging of the products. The customer is, however, not allowed to do so if this would mean that because of this the trader's trademark is no longer visible.
4. The customer who acts contrary to paragraph 1, will owe the trader an immediately payable fine for each transaction that is not included in the method of resale described in paragraph 1. The parties shall fix the amount of the fine at € 5,000 per transaction.
5. The customer who acts contrary to paragraph 2, will owe for each violation an immediately payable fine of € 5,000. Possible fines should be without prejudice to the trader's entitlement to recover actual compensation for any damages from the customer.

Article 14 - Disputes

1. All agreements concluded with the trader are exclusively governed by Dutch law.
2. All disputes will be submitted to the authorised civil court in the district in which the trader is established, in so far as the legal provisions so permit. If the aforementioned does not apply, the trader shall have the right to submit the dispute to an arbitration committee.