

Terms and Conditions

MoldBrothers



Content

Article 1. Definitions..... 3

Article 2. Identity of MoldBrothers 3

Article 3. General Provisions..... 3

Article 4. Offer..... 3

Article 5. The Agreement..... 4

Article 6. Right of withdrawal 4

Article 7. Exercise of the right of withdrawal 4

Article 8. Liability..... 5

Article 9. Force majeure 6

Article 10. Price 6

Article 11. Payment 7

Article 12. Delivery and execution 7

Article 13. Complaints 8

Article 14. Nontransferability 8

Article 15. Intellectual property..... 8

Article 16. Warranty 8

Article 17. Data protection 9

Article 18. Confidentiality..... 9

Article 19. Applicable law 9

Article 20. Reservation of ownership..... 10

Article 21. Survival 10

Article 22. Offsetting and suspension 10

Article 23. Modification of general terms and conditions..... 10

Article 1. Definitions

1. **Other Party:** the party that has accepted the applicability of these general terms and conditions by signing an Agreement or otherwise;
2. **Agreement:** any agreement of will between MoldBrothers and the Other Party aimed at the delivery of products;
3. **In Writing/Written:** by e-mail, by fax, by post or by means of a physical document;
4. **Third Party(ies):** persons not involved in the Agreement;
5. **Consumer:** the natural person who is not acting for purposes relating to his trade, business, craft or profession;
6. **Parties:** MoldBrothers and the Other Party jointly.

Article 2. Identity of MoldBrothers

Company name: MoldBrothers VOF

Street name and number: Havenweg 4

Postal code and place of business: 6603 AS, Wijchen

Telephone number Netherlands: 06-15631472

Chamber of Commerce number: 32147382

Article 3. General Provisions

1. These general terms and conditions apply to every offer made by MoldBrothers and to every Agreement concluded between MoldBrothers and the Other Party.
2. Prior to the conclusion of the Agreement, the text of these general terms and conditions will be made available to the Other Party. If this is not reasonably possible, MoldBrothers will, prior to the conclusion of the Agreement, indicate the manner in which the general terms and conditions can be inspected at MoldBrothers and that they will be sent free of charge as soon as possible at the request of the Other Party.
3. If the Agreement is concluded electronically, the text of these General Terms and Conditions may, contrary to the previous paragraph and before the Agreement is concluded, be made available to the Other Party by electronic means in such a way that it can be easily stored by the Other Party on a durable data carrier. If this is not reasonably possible, prior to the conclusion of the Agreement it will be indicated where the general terms and conditions can be viewed electronically and that they will be sent electronically or otherwise free of charge at the request of the Other Party.
4. Unless expressly agreed otherwise in writing, the applicability of other general terms and conditions is excluded.
5. Deviations from or additions to these general terms and conditions will only be valid if they have been expressly agreed in writing.
6. MoldBrothers is entitled to engage Third Parties for the performance of the Agreement.

Article 4. Offer

1. If an offer has a limited period of validity or is made subject to conditions, this will be explicitly stated in the offer.
2. The offer contains a complete and accurate description of the offered products, digital content and/or services. The description is sufficiently detailed to enable the Other Party to make a proper assessment of the offer. If MoldBrothers makes use of

images, these will be a truthful representation of the products, services and/or digital content offered. Obvious mistakes or obvious errors regarding, for example, but not limited to, displayed sales prices do not bind MoldBrothers.

Article 5. The Agreement

1. The Agreement is concluded at the moment of acceptance by the Other Party of the offer and the fulfilment of the conditions set in that offer.
2. If a provision of the general terms and conditions or an Agreement proves to be null and void or is annulled, this will not affect the validity of the entire general terms and conditions or Agreement. The parties will enter into consultation in order to agree on a new provision to replace the void or annulled provision, whereby the purpose and purport of the void or annulled provision will be taken into account as much as possible.
3. MoldBrothers reserves the right not to execute an Agreement entered into, for example if it has reasonable doubt or information that the Other Party will not (be able to) fulfil its (financial) obligations. If MoldBrothers refuses, it will inform the Other Party in writing of the refusal within a reasonable period of time after the conclusion of the Agreement.
4. If the Other Party has accepted the offer electronically, MoldBrothers will immediately confirm receipt of the acceptance of the offer electronically.

Article 6. Right of withdrawal

1. The Other party acting as a Consumer may dissolve a Agreement or an Agreement concluded outside the sales space without giving reasons until a period of 14 (fourteen) days has elapsed:
 - a. in the case of an Agreement for the provision of services: the day on which the Agreement is concluded. This right of withdrawal expires when the performance of the Service, with the Consumer's consent, has commenced before the end of this Period of Reflection;
 - b. in the case of Consumer purchase: the day on which the Consumer or a Third Party other than the carrier and designated by the Consumer has received the goods.
2. If the products offered by MoldBrothers are specifically made to measure for the Other Party acting as Consumer, those products are exclusively intended for that individual Other Party. Based on this, the right of withdrawal is excluded for the custom-made products.
3. The exclusion referred to in paragraph 2 shall take effect at the moment that MoldBrothers is no longer able to cancel its order for the Agreement with its supplier free of charge.
4. The right of withdrawal is always excluded if the Other Party is not a Consumer.

Article 7. Exercise of the right of withdrawal

1. If the Consumer makes use of his right of withdrawal, he shall report this within the cooling-off period to MoldBrothers by unambiguous means.
2. As soon as possible, but within 14 days from the day following the notification referred to in paragraph 1, the Consumer shall return the product or hand it over to (an authorised representative of) MoldBrothers. This does not have to be done if

MoldBrothers has offered to collect the product itself. The Consumer has in any case complied with the return period if he returns the product before the cooling-off period has expired.

3. The Consumer shall return the product with all delivered accessories, if reasonably possible in original condition and packaging, and in accordance with the reasonable and clear instructions provided by MoldBrothers.
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 will bear the direct costs of returning the product.
6. If the Consumer makes use of his right of withdrawal, all additional Agreements will be dissolved ipso jure.

Article 8. Liability

De The following six paragraphs apply if the Other Party is a Consumer:

1. The total liability of MoldBrothers is limited to compensation of damage up to a maximum of 1000 (one thousand) euros.
2. Under no circumstances will the total compensation for damage exceed the amount to be paid out by MoldBrothers' liability insurance.
3. The liability of MoldBrothers for damages resulting from an intentional act or omission or wilful recklessness on the part of MoldBrothers shall not be limited.
4. A condition for the arising of any right to compensation is always that the Other Party reports the damage to MoldBrothers in Writing as soon as possible after it has arisen. Any claim for compensation against MoldBrothers shall lapse by the mere lapse of 12 (twelve) months after the claim has arisen.
5. MoldBrothers is not liable for damage caused by auxiliary persons as referred to in Article 6:76 of the Dutch Civil Code.
6. The Other Party indemnifies MoldBrothers against any claim from Third Parties.

In the event that the Other Party acts in the exercise of a profession or business, the following paragraphs apply:

7. MoldBrothers is not liable for indirect damage. The liability of MoldBrothers for damage resulting from intent or deliberate recklessness on the part of MoldBrothers is not excluded.
8. MoldBrothers shall not be liable for direct damage. The liability of MoldBrothers for damage resulting from intent or wilful recklessness on the part of MoldBrothers is not excluded.
9. If MoldBrothers is nevertheless liable for direct loss, MoldBrothers' total liability will be limited to compensation of loss up to a maximum of the amount of the price agreed for that Agreement (excluding VAT).
10. The amount of compensation will never exceed the amount paid out by MoldBrothers' liability insurance.
11. Direct damage is understood to mean:
 - a. Reasonable costs that the Other Party would have to incur to have MoldBrothers' performance comply with the Agreement; however, this

replacement damage shall not be compensated if the Agreement is dissolved by or at the request of the Other Party;

- b. Reasonable costs incurred to determine the cause and extent of the damage insofar as the determination relates to damage within the meaning of these terms and conditions;
 - c. Reasonable costs incurred to prevent or limit damage insofar as the Other Party demonstrates that these costs have led to limitation of damage within the meaning of these terms and conditions.
12. A condition for the occurrence of any right to compensation is always that the Other Party reports the damage to MoldBrothers in Writing as soon as possible after its occurrence. Any claim for compensation against MoldBrothers lapses by the mere lapse of 12 (twelve) months after the claim has arisen.
13. MoldBrothers is not liable for damage caused by auxiliary persons as referred to in Article 6:76 of the Dutch Civil Code.
14. The Other Party indemnifies MoldBrothers against any claim from Third Parties due to product liability as a result of a defect in a product delivered by the Other Party to a Third Party that partly consisted of materials delivered by MoldBrothers, except if and insofar as the Other Party proves that the damage was caused by those materials. The provisions of this Article also apply for the benefit of all (legal) persons that MoldBrothers uses for the execution of the Agreement.

Article 9. Force majeure

1. In addition to the provisions of Article 6:75 of the Dutch Civil Code, a shortcoming on the part of MoldBrothers in the fulfilment of any obligation towards the Other Party cannot be attributed to MoldBrothers in the event of a circumstance beyond the will of MoldBrothers, as a result of which the fulfilment of its obligations towards the Other Party is wholly or partially impeded or as a result of which the fulfilment of its obligations cannot reasonably be demanded of the Other Party. These circumstances include non-performance by suppliers or other Third Parties, power failures, computer viruses, circumstances caused by a pandemic or epidemic, strikes and work interruptions.
2. If a situation as referred to in paragraph 1 of this Article occurs as a result of which MoldBrothers cannot fulfil its obligations towards the Other Party, those obligations will be suspended for as long as MoldBrothers cannot fulfil its obligations.

Article 10. Price

1. The prices mentioned in the offer of products on the web shop are exclusive of VAT.
2. MoldBrothers reserves the right to apply an inflation adjustment once a year.
3. The agreed amounts are based on cost-determining factors at the time of the offer. MoldBrothers reserves the right to pass on to the Other Party any changes in cost price determining factors that arise three months after the Agreement has been concluded and over which the Other Party cannot reasonably exert any influence,

such as the increase in excise duties, social security charges, insurance payments or turnover tax, up to a maximum of 20% of the original amount.

4. A compound quotation does not oblige MoldBrothers to carry out part of the delivery for a corresponding part of the quoted price.
5. Discounts and quoted amounts do not automatically apply to future orders.

Article 11. Payment

1. Insofar as not stipulated otherwise in the Agreement or additional conditions, the amounts owed by the Other Party must be paid within 14 (fourteen) days after the start of the cooling-off period, or, in the absence of a cooling-off period, within fourteen days after the conclusion of the Agreement. In the case of an Agreement to provide a service, this period commences on the day after the Other Party has received confirmation of the Agreement.
2. The Other Party is obliged to report any inaccuracies in the payment details provided or stated to MoldBrothers without delay.
3. In the event of non-payment on the part of the Other Party, MoldBrothers has the right, subject to legal restrictions, to charge the reasonable costs made known to the Other Party in advance.
4. If the Other Party fails to meet its payment obligation(s) on time, MoldBrothers will inform the Other Party of the late payment and the Other Party will be granted a period of 7 (seven) days to still meet its payment obligations. If payment is not made within this seven (7) days period, the Other Party will be in default and will therefore owe statutory interest on the amount still due. In addition, MoldBrothers will be entitled to charge any extrajudicial collection costs incurred by it.
5. In the event of (reasonable prospect of) bankruptcy, liquidation or suspension of payments or a debt rescheduling, the claims of MoldBrothers on the Other Party and the obligations of the Other Party towards MoldBrothers shall be immediately due and payable.
6. Payments made by the Other Party shall always be applied in the first instance to settle all interest and costs owed, and in the second instance to invoices that have been outstanding for the longest period of time, even if the Other Party indicates that the payment relates to a later invoice.

Article 12. Delivery and execution

1. MoldBrothers will take the greatest possible care in receiving and executing orders for products and in assessing applications for the provision of services. The place of delivery will be the address which the Consumer has given to MoldBrothers.
2. If delivery of an ordered product turns out to be impossible, MoldBrothers will make every effort to make a replacement product available. At the latest upon delivery, a clear and comprehensible notification will be made that a replacement product will be delivered. In the case of replacement articles, the right of withdrawal cannot be excluded. The cost of any return shipment shall be borne by MoldBrothers.
3. The risk of damage and/or loss of products rests with MoldBrothers until the moment of delivery to the Other Party or a representative designated in advance and notified to MoldBrothers, unless expressly agreed otherwise.
4. All delivery periods are indicative. The Other Party cannot derive any rights from any of these terms. Exceeding a term does not entitle the Other Party to compensation.

Article 13. Complaints

1. The Other Party may no longer invoke a defect in the performance if it has not protested to MoldBrothers in this respect within two months after it has discovered the defect or should reasonably have discovered it. In the event of a visible defect upon delivery, a period of 48 (forty-eight) hours shall apply.
2. The Other Party must give MoldBrothers at least 4 (four) weeks to resolve the complaint in mutual consultation.
3. If a complaint is not reported to MoldBrothers within the periods stated in the previous paragraphs, the product will be deemed to comply with the Agreement and to function in accordance with the Agreement.

Article 14. Nontransferability

1. No rights of either party under this Agreement may be transferred without the prior written consent of the other Party. This provision shall be deemed to have effect under property law as referred to in Article 3:83(2) of the Dutch Civil Code.
2. This provision shall be valid until such time as it is no longer legally admissible.

Article 15. Intellectual property

1. All intellectual property rights relating to and/or the result of the services provided by MoldBrothers rest with MoldBrothers. The Other Party will only receive the non-exclusive rights of use that are granted in these terms and conditions. Any other or further right of the Other Party is excluded.
2. MoldBrothers has the right to use the name and logo of the Other Party as a reference or promotion if the Other Party is acting in the exercise of a profession or business.
3. The Other Party indemnifies MoldBrothers against the claims of Third Parties regarding intellectual property rights.
4. If the Other Party acts contrary to this article, the Other Party will owe an immediately due and payable penalty in the amount of three times the amount stipulated for that agreement, without prejudice to MoldBrothers' right to full Indemnification.

Article 16. Warranty

1. MoldBrothers guarantees 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 legal provisions and/or government regulations existing on the date of conclusion of the Agreement. If agreed, MoldBrothers also guarantees that the product is suitable for other than normal use.
2. An additional guarantee provided by MoldBrothers, its supplier, manufacturer or importer shall never limit the legal rights and claims that the Other Party may assert against MoldBrothers under the Agreement if MoldBrothers has failed to fulfil its part of the Agreement.
3. Additional guarantee is understood to mean any undertaking by MoldBrothers, its supplier, importer or producer in which it grants the Consumer certain rights or claims which go beyond what it is legally obliged to do if it has failed in the fulfilment of its part of the Agreement.
4. The guarantee periods are as follows:

- a. For silicone molds, a guarantee period of six months from delivery applies.
 - b. For templates, a warranty period of six months from delivery applies.
 - c. For plug sets a warranty period of three months from delivery applies.
5. MoldBrothers is never responsible for the ultimate suitability of the products for each individual application by the Consumer, nor for any advice regarding the use or application of the products.
 - a. The guarantee does not apply if:
 - b. The Other Party, the Consumer has placed, repaired and/or processed the delivered products itself or has had them placed, repaired and/or processed by Third Parties;
 - c. The products delivered have been exposed to abnormal conditions or have otherwise been treated carelessly or contrary to the instructions of MoldBrothers and/or have been treated on the packaging;
 - d. The unsoundness is wholly or partly the result of regulations that the government has imposed or will impose with regard to the nature or quality of the materials used.

Article 17. Data protection

1. Each of the Parties warrants that all information received from the other Party which is known or ought to be known to be confidential in nature shall remain secret, unless a legal obligation requires disclosure of that information. The Party receiving confidential information shall only use it for the purpose for which it was provided. Information will in any case be regarded as confidential if it has been designated as such by one of the Parties.
2. The Other Party indemnifies MoldBrothers against claims by persons whose personal details have been registered or are processed within the framework of a registration of persons held by the Other Party or for which the Other Party is otherwise responsible by virtue of the law, unless the Other Party proves that the facts underlying the claim are exclusively attributable to the Supplier.

Article 18. Confidentiality

1. Confidentiality of all confidential information that the Parties have obtained from each other within the framework of the Agreement is obligatory for the Parties. Information is confidential if this has been communicated by the other Party or if this reasonably arises from the nature of the information.
2. If the Betting Party violates paragraph 1 of this provision, the Other Party, regardless of whether the violation can be attributed to the Other Party and without prior notice of default or legal proceedings, shall owe MoldBrothers an immediately payable fine of 20000 (twenty thousand) Euros for each violation without the need for any form of damage, without prejudice to MoldBrothers' other rights, including its right to claim damages in addition to the fine.

Article 19. Applicable law

1. Agreements between MoldBrothers and the Other Party to which these general terms and conditions relate are exclusively governed by Dutch law, if the Other Party is a Consumer he does not lose the consumer protection of the country where he resides.

2. The convention on contracts for the international sale of goods (Treaty of Vienna) is not applicable.
3. The Dutch court has exclusive jurisdiction to determine disputes arising from the relationship between the Other Party and MoldBrothers, if the Other Party is a Consumer the jurisdiction is not exclusive but the Dutch court is still entitled.

Article 20. Reservation of ownership

1. The ownership of all goods sold and delivered by MoldBrothers to the Other Party shall remain with MoldBrothers for as long as the Other Party has not paid claims under the Agreement or previous or later similar Agreements, for as long as the Other Party has not paid the work performed or to be performed under this or similar Agreements, and for as long as the Other Party has not paid MoldBrothers' claims due to failure to fulfil such obligations, including claims in respect of fines, interest and costs, all this as referred to in Article 3:92 of the Dutch Civil Code.
2. Where applicable, MoldBrothers shall be entitled to unhindered access to the product. The Other Party shall render MoldBrothers all cooperation in order to give MoldBrothers the opportunity to exercise the retention of title contained in paragraph 1 by repossessing the product.
3. The Other Party shall not be entitled to pledge or otherwise encumber the goods covered by the retention of title.
4. The Other Party hereby unconditionally and irrevocably grants MoldBrothers or a Third Party to be appointed by MoldBrothers, in all cases in which MoldBrothers wishes to exercise its ownership rights, permission to enter all those places where its property will then be located and to take those goods with it.
5. If Third Parties seize goods delivered under retention of title or wish to establish or assert rights to them, the Other Party will be obliged to inform MoldBrothers of this as soon as can reasonably be expected.

Article 21. Survival

1. The provisions of the General Terms and Conditions and the Agreement that are intended to survive termination of the Agreement, including but not limited to Article 8 (Liability) Article 15 (Intellectual Property), Article 17 (Data Protection) Article 18 (Confidentiality) and this provision (Survival), will remain in full force and effect after termination of the Agreement.

Article 22. Offsetting and suspension

1. If the Other Party acts in the exercise of a profession or business, the right of suspension and the right of set-off of the Other Party are excluded.

Article 23. Modification of general terms and conditions

1. MoldBrothers is at all times entitled to unilaterally amend the general terms and conditions applicable to the Agreement.
2. This amendment will enter into force 1 (one) month after notification to the Other Party.

