

General Terms and Conditions:

Holstein International B.V.

Juckemaleane 10
9050 AB Stiens
(+31) 58 2574345
info@holsteininternational.com

Business Registration Number: 01068585

part 1: GENERAL:

Article 1: Applicability

1. These conditions apply to all offers and agreements related to all books, magazines and other publications to be issued by Holstein International B.V. and/or selling goods, and to every other legal relation where Holstein International B.V. will get involved with. Holstein International B.V. is based in Stiens and will be referred to as "Holstein".
2. The client or customer or buyer shall be referred to as "the other party".
3. These General Conditions define "in writing" as: per letter, e-mail, fax or any other means of communication that, in current views of the prior art and in generally accepted social movements, can be regarded as equivalent.
4. These General Conditions define "publication" as: books, magazines and other publications in different languages to be issued by Holstein.
5. Texts, layout, logo's, images, advertisements, concepts, translations, proofing, etc. to be produced by Holstein or the other party, will hereinafter be referred as "modest". These documents can be confirmed in writing as well as other media such as CDs, DVDs, USB sticks, etc.
6. If a provision of these terms and conditions may not (partly) apply it shall not affect the validity of the remaining provisions.
7. These General Conditions also apply to assignments or follow-up assignments which resulted from the agreement.
8. If these terms have already been presented to the party by Holstein several times there is a lasting business relationship. Holstein is not inclined to repeatedly review the general conditions that apply to following agreements.
9. In addition to part 1 of these Terms and Conditions the nature of the legal relationship of part 2 and/or part 3 and/or part 4 also applies. In the event of any conflict between different sections, the exceptional part will prevail over the general part. In the event of any consistency between the General Terms and an agreement, the agreement prevails.

Article 2: Advertisements

1. Upon receiving the publication in which the ad is placed the other party shall immediately report any visible defects a/o deviations from what has been agreed to within 24 hours to Holstein, followed by an immediate written confirmation from Holstein.
2. Remaining complaints must be – within 5 days of receipt – be reported to Holstein in writing. All consequences of not immediately reporting are at risk of the other party.
3. If a complaint is not reported to Holstein within the period stated in the preceding paragraphs, the advertisement shall be inclined to conform to the agreement and in accordance with what was agreed.
4. Complaints do not postpone the payment obligation of the other party.
5. The other party must allow Holstein to look into the complaint and is obliged to cooperate in any way.
6. No complaints regarding an ad that was previously presented in draft to the other party, which has been approved by the other party and the installed version matches the approved concept, shall be possible.
7. In case of a justified complaint Holstein will provide a new placement of the advertisement free of charge, correction or - if rectification or

relocation has no (more) use – the fee contains refund or a reduction. This all occurs at the discretion of Holstein. If there is any additional damage, this shall be subjected to the liability section included in these general conditions.

Article 3: Liability

1. Holstein will ensure that the agreed upon activities, services and goods be properly performed or supplied in accordance with the applicable standards in its sector. Beyond the explicitly agreed quality Holstein assumes no responsibility.
2. Notwithstanding paragraph 1 of this article of which Holstein is only liable for direct damage. Any liability of Holstein for consequential damage such as trading losses, lost profits and / or losses, delays and / or personal or bodily injury shall be expressly excluded.
3. Should Holstein be liable for damages that have been suffered by the other party, the obligation of Holstein to pay compensation is at all times limited to the paid amount by its insurer in the respective case. In case the insurer does not pay Holstein or does not cover the damage by insurance taken out by Holstein, the compensation obligation is limited to the invoiced amount for the performed work.
4. The other party must confront Holstein within six months after it became aware of or should have known of the appeal this damage has suffered.
5. If Holstein has to work based on documents provided by or on behalf of the other party, Holstein is only responsible for the proper execution of the work.
6. The other party loses its rights towards Holstein, is liable for all damages and indemnify Holstein against all claims of third parties regarding compensation of damage if the aforementioned damage caused by errors, omissions and / or inaccuracies in data, documents and information carriers etc. provided by or on behalf of the other party or Holstein.
7. The limitations of liability included in this article do not apply if the damage is due to intent and / or deliberate recklessness of Holstein or its supervisory staff on a management level or if mandatory legal provisions oppose this. Only in these cases Holstein will indemnify the other party for any third party claims against the other party.

Article 4: Payment

1. Holstein will be entitled at all times to demand an (partial) advance payment or any other secure transaction from the other party.
2. Payment is due within a 14 day period after the invoice date, unless other parties explicitly agree otherwise. The correctness of the invoice has been established if the other party has not objected within the payment deadline.
3. If an invoice is not fully paid after the deadline expires, according to paragraph 2 the other party owes Holstein a delayed payment interest of 2% per month, to be calculated cumulatively over the principal sum. Periods within a month shall be counted as a full month.
4. If after receiving a notice from Holstein and payment is still not due, Holstein is also entitled to charge the other party for extrajudicial collection costs.

5. The extrajudicial collection costs referred to in paragraph 4 amount to a principal sum of up to €25,000.00:
 - 15% of the amount of the principal sum for the first € 2,500.00 of the claim (with a minimum of € 40.00);
 - 10% of the amount of the principal sum over the next € 2,500.00 of the claim;
 - 5% of the amount of the principal sum over the next € 5,000.00 of the claim;
 - 1% of the amount of the principal sum over the next € 15,000.00 of the claim.
6. If the principal sum exceeds the amount of € 25,000.00, Holstein is entitled calculate the first €25,000.00 extrajudicial costs to the counterparty in accordance with paragraph 5 of this article and for the out-of-court collection costs of 10% over multiple of this amount to other party.
7. For the calculation of the extrajudicial collection costs, after one year Holstein shall increase the principal amount of the claim according to paragraph 3 of this Article cumulatively accrued default interest in that year.
8. In absence of a full payment by the other party, Holstein is entitled to terminate the agreement without further notice or judicial intervention by means of a written statement or to suspend its obligations under the agreement, until the payment is made or the other party has made proper security. Holstein also has the aforementioned right of suspension with reasonable grounds already even before the other party is in default to doubt the creditworthiness of the other party.
9. Holstein also holds the aforementioned right of suspension before the other party is in default with the payment and has reasonable grounds to doubt the creditworthiness of the other party.
10. Payments that are made by the other party will be deducted by Holstein, firstly on all interest and costs and then the invoices that are due the longest, unless the other party expressly states that payment relates to a subsequent invoice.
11. The other party is not entitled to offset claims of Holstein against any counterclaims. This also applies if the other party requests (temporary) suspension of payment or is declared bankrupt.

Article 5: Bankruptcy, access to assets, e.o.

1. Subject to the other provisions of these terms Holstein is entitled to terminate the contract without further notice and without judicial intervention by giving written notice to the other party at the time when the other party:
 - is declared bankrupt or has made an application for bankruptcy;
 - (temporary) suspension of payments;
 - is affected by enforceable distraint;
 - is put in receivership or under administration;
 - otherwise loses the power or capacity to act with regard to his assets or parts thereof.
2. The provisions mentioned in paragraph 1 of this article shall apply, unless the receiver or administrator acknowledges the obligations arising from the agreement as estate debt.
3. The other party is at all times obliged to inform the guardian or administrator of (the content of) the agreement and these terms and conditions.

Article 6: Superiority

1. In the event of superiority on behalf of the other party or Holstein, Holstein is entitled to terminate the agreement of the other party without judicial intervention and in written notice, or suspend the fulfillment of the obligations by the other party for a reasonable period without compensation.
2. In these General Terms the event of superiority on behalf of Holstein is recognized as: a non-attributable failure of Holstein, of its third parties

or other serious grounds on behalf of Holstein.

3. Circumstances of superiority include: war, riots, mobilization, foreign and civil commotion, government action, strikes within the organization of Holstein and / or the other party, including their suppliers or distributors, or the threat of these circumstances, disruption during the conclusion of the existing exchange rates of the agreement, power failure, network failure, computer viruses, failure of servers or IP or other transits business interruptions due to fire, theft, sabotage, natural phenomena, etc. as well as the weather, blockades, accidents and similar difficulties which makes conducting the contract impossible.
4. Should the event of superiority occur when the agreement has already been partly executed, the other party is held to its obligations towards Holstein during that time.

Article 7: Cancellation, suspension

1. In case the other party wishes to cancel the agreement before or during the implantation, the other party owes Holstein a to be determined compensation. This compensation shall include all costs incurred already Holstein including lost profits. Holstein is entitled to set the aforementioned compensation and - at its discretion and depending on the work conducted - from 20 to 100% of the agreed price to the other party.
2. The other party is liable to third parties for the consequences of the cancellation and shall indemnify Holstein for resulting claims of such third parties.
3. Holstein is entitled to offset all amounts already paid by the other party with the compensation that is owed by the other party.
4. When suspending the implementation of the agreement at the request of the party, the fee for work that is currently carried out or incurred costs is due immediately where Holstein is entitled to charge these to the other party. Holstein is also entitled to charge the other party during the suspension period.
5. In case the implementation of the agreement cannot be resumed after the agreed suspension period, Holstein is entitled to terminate the agreement without judicial intervention by giving a written notice to the other party. In case the implementation of the agreement is resumed in the agreed suspension period, the other party is obliged to reimburse any costs arising from the resumption of Holstein.
6. If the first ad, for attributable reasons to the counterparty, is not placed within three months after the start date of the advertisement contract, Holstein reserves the right to cancel the contract and the agreed rates.

Article 8: Applicable law/jurisdiction

1. The legal relationship between the other party and Holstein is governed exclusively by Dutch law. Applying the Vienna Sales Convention (CISG) is explicitly excluded.
2. Any disputes shall be settled by the competent court at the location where Holstein is based, although Holstein will always be entitled to submit the dispute to the competent court at the location where the party is based.
3. In case the other party is located outside the Netherlands, Holstein is entitled to act according to the provisions of paragraph 2 of this article – at its discretion - to the disputes before the competent court in the country or state where the other party is based.

PART 2: AGREEMENT FOR PLACING AN ADVERTISEMENT:

Article 9: Establishing agreements

1. The agreement will be established after the other party has accepted the offer made by Holstein.
2. If the other party provides Holstein with an order without a prior offer, Holstein will take on only this task after it is confirmed to the other party in writing.
3. Verbal agreements, additions or changes to the terms and conditions or the agreement shall bind Holstein after these have been confirmed in writing to the other party.

Article 10: Period length of agreements and termination

1. The advertisement agreement is valid for a maximum period of 12 consecutive calendar months. Be it for a certain number of placements in one or more publications of Holstein.
2. Unless agreed otherwise in writing, the agreement shall be terminated upon the expiry of the agreed period or the achieved agreed number of placements, without legal notice being required.
3. The effective date of the agreement is the first day of the calendar month in which the (first) ad is placed.

Article 11: Offers, proposals, rates

1. All offers and proposals from Holstein are free, unless they contain an acceptance deadline. If an offer or proposal contains no obligations and is accepted by the other party, Holstein has the right to withdraw the offer within two working days after receiving the acceptance.
2. Rates listed in offers, proposals, price and rate lists and reported rates are VAT exclusive and any costs, such as formatting and adjusting after the second draft, administration and statements of expenses from third parties.
3. The price is determined based on the size of the ad and the space in the publication in which the ad is placed.
4. The price refers to placing the ad in any of the issues published by Holstein.
5. In case the proposal is based on information or documents provided by the other party and this data proves to be incorrect or incomplete or subsequently amended, Holstein is entitled to adjust the rates and/or publication dates mentioned in the proposal.
6. Offers, proposals and rates do not automatically apply to subsequent orders.
7. Displayed and / or provided (examples of) publications as well as indications of color and other descriptions in brochures, promotional materials and / or the Holstein's website are as accurate as possible, but are indicative only. The other party may derive no rights.
8. Publications (and examples of) referred to in the previous paragraph remain property of Holstein and be returned to Holstein upon the first request at the expense of the other party.
9. Holstein is entitled to increase the agreed upon (fixed) price if, the agreed or expected amount of work at the conclusion of the agreement has not been anticipated by the parties during the implementation of the agreement, this incorrect estimate is not due to a shortcoming of Holstein and it is not reasonable to expect to carry out its work at the agreed price.
10. If price increasing circumstances occur for Holstein between the date of the conclusion and implementation of the agreement as a result of legislation and regulation, currency fluctuations, price and rate changes by third parties engaged by Holstein, Holstein is entitled to increase the agreed upon price and charge this to the other party.
11. During long-term agreements Holstein is entitled to make a regular annual increase in prices and pass them on to the other party. Should Holstein adjust prices outside the regular annual increase, they will inform the other party in writing no later than one month before the date of the interim price change.

Article 12: Involving third parties

1. If the proper execution of the agreement is required, Holstein has the right to carry out certain activities by third parties. This will all be at the discretion of Holstein.

Article 13: Obligations of the other party

1. The other party must ensure that:
 - for the implementation of the agreement all required data or documents are made available to Holstein in due time and it is required that they meet the specified (technical) specifications set by Holstein;
 - potential data carriers and electronic files that are supplied to Holstein by the other party are free from viruses and / or defects;
2. The other party shall ensure that the information or documents provided by them are accurate and complete and shall indemnify Holstein for claims from third parties arising from the incorrect and / or incomplete data or documents.
3. If obligations in this article are not timely fulfilled, Holstein is authorized to suspend the implementation of the agreement until the other party has fulfilled their obligations. The costs associated with delays and / or costs to carry out additional work or other consequences arising from this are on account and risk of the other party.
4. In case the other party fails to fulfill their obligations and leaves Holstein with no performance required from the other party, it will not affect the right of Holstein to request fulfillment at a later date.

Article 14: Confidential information

1. Holstein is obliged to withhold any information they have received in terms of creating and implementing agreements from the other party and of which the other party has indicated it concerns confidential information of which they know it should be treated confidentially. Holstein will only provide this information to third parties insofar as this is necessary for the implementation of the agreement.
2. Holstein will take all reasonable precautions to keep the confidential information secret and guarantees that their employees or other individuals engaged under its responsibility in the implementation of the agreement will also be bound by confidentiality.
3. The confidentiality does not apply if Holstein, as a result of laws and / or regulations or court order is required to make the confidential information and cannot rely on a legal privilege or one permitted by a judge. This exception also applies to employees or other people referred to in paragraph 2 of this article.

Article 15: Risk of storing information

1. Holstein will carefully store and save all received information or documents from the other party during the term of this agreement and take (have taken) all reasonable steps to prevent unauthorized access (e.g. by hackers) to such information or documents.
2. Holstein however is never liable for loss or perish of this information or documents - whether or not done by hackers -, unless this is due to intent and / or conscious recklessness of Holstein or its management staff at board level. The other party shall at all times ensure that they retain the original or a copy of the information or documents provided to Holstein.

Article 16: The Advertisement

1. Holstein is entitled to refuse placement of offered ad (s) due to content, nature, scope or form, technical objections, contrary to the interests of Holstein or their own, without being obliged to provide the other party with reasons. Holstein will inform the other party within 3 days after receiving the documents in writing.
2. The other party can only place ads that relate to their own company or the company of their client.

Article 17: Progress, implementation of the agreement

1. If the application, progress of work or the placement of the advertisement is delayed because:
 - Holstein has not received all the necessary information or documents from the other party or fails to be at the disposal by Holstein in the desired manner or do not meet the specified Holstein (technical) specifications;
 - Holstein fails to receive payment for any agreed (advance) payment from the other party;
 - there are other circumstances that are at the expense and risk of the other party; Holstein has a right to such an extension of the placement period as a reasonable result from such circumstances and shall be entitled to charge their costs and damages to the other party.
2. Holstein will strive to achieve to realize the agreed activities and placement of the advertisement within the agreed and scheduled time, in a reasonable manner. If the implementation of the agreement should be expedited at the request of the other party, Holstein is entitled to charge the associated costs to the other party.
3. If the work and / or placement due to unforeseen circumstances can or cannot be performed in the agreed upon manner during the implementation of the agreement, Holstein will consult with the other party about amending the agreement. Holstein thereby informs the other party about the impact of the change to the agreed prices and / or the agreed placements. As a result, if the implementation of the agreement has become impossible Holstein is in any case entitled to full reimbursement of their activities.
4. Additional work must be agreed to by Holstein and the other party in writing. Additional work is defined as: all additional work resulting at any request of the other party or necessary from the previous order / placements. Holstein is entitled to charge their costs separately to the other party.
5. The other party will always carefully check every draft version received from Holstein and notify Holstein within 5 working days with a reaction. If necessary, the concept will be adapted again by Holstein and submitted to the other party for approval. Holstein is entitled to demand that the final version of the fabricated documents is initialed for approval by the other party or the other party signs a written agreement of the final version.
6. In case Holstein should still apply changes to already approved documents, this can be viewed as more work in which case Holstein is entitled to charge the additional costs to the other party.

Article 18: Intellectual property

1. Holstein is and remains the holder of all intellectual property rights based on, arising out of, related to, and / or belong to the activity undertaken by Holstein in the framework of the agreement, unless the parties expressly agree otherwise in writing.
2. Carrying out the rights referred to in paragraph 1 of this article, both during and after the implementation of the agreement, are expressly and exclusively reserved to Holstein.
3. The other party guarantees that information or documents provided to Holstein do not infringe the copyright or any other intellectual property of third parties. The other party is liable for any damage Holstein suffers by such infringements and indemnifies Holstein for any third party claims.

PART 3: SUBSCRIPTION AGREEMENT

Article 19: Offers and Rates

1. All offers of Holstein are always one-off, non-binding and only valid during the period referred to in the specified offer. If a term is not explicitly mentioned, the offer will be valid for 14 days.
2. Unless stated otherwise an offer is only valid if the counterparty was not a subscriber six months prior to the acceptance of the offer.
3. Holstein is entitled to unilaterally adjust the annual subscription rates. Each proposed change will be announced no later than one calendar month before they come into effect and only applies to a new subscription agreement or prolongation of the subscription. Rates mentioned in offers do not apply to ongoing or renewed subscription agreements, unless stated otherwise.

Article 20: Agreement

1. The subscription agreement will be established in writing or by telephone, once Holstein has confirmed the subscription agreement to the counterparty in writing. When confirmed, the subscription fee, duration of the subscription agreement, the ability to obtain information about the subscription and filing complaints will be pointed out to the counterparty. The subscription shall commence on the agreed date. Holstein is entitled, without providing cause, to deny the request to close a subscription agreement.
2. The agreement will be concluded for a 12-month period. Upon expiry of this period the agreement may be repeatedly extended for a period of 12 months. Well before the end of each 12-month period the counterparty will receive an invoice from Holstein on behalf of the possible renewal of the subscription agreement. If the counterparty does not comply (in time) with this invoice, the subscription agreement will be automatically (without required notice) terminated by the end of the current 12-month period.
3. The counterparty shall ensure that all data, of which Holstein indicates are necessary or of which the counterparty should reasonably understand are necessary for carrying out the subscription agreement, will be provided to Holstein in a timely manner.
4. The risk of correctness and entirety of the information provided by the counterparty is fully at the expense and risk of the counterparty.
5. Address changes must be disclosed to Holstein within ten days before the change occurs. Holstein will assume that the billing address provided as well as the shipping address are correct, until the counterparty provides a new address in writing.
6. Should the counterparty not fully or timely comply with a commitment arising from this article or if the shipping address given by the counterparty is incorrect, or the publication cannot be delivered for other reasons, Holstein is entitled to suspend delivery of the publication until the counterparty has restored their default. In that case, the counterparty loses their right for later delivery of already published editions.

Article 21: Supply and Delivery

1. Holstein will take the greatest possible care to arrange for a timely and accurate delivery and distribution of the publication.
2. Holstein reserves the right at any given moment to change the publication in terms of content or appearance, sections, specials and/or adding annexes, to replace, make essential changes, appear in another frequency or to cancel, and change the method of distribution. Holstein also reserves the right to carry out that which is not specifically described in the subscription agreement to its own technical and creative insight.
3. Holstein is entitled to call in third parties in the implementation of the subscription agreement benefitting the delivery. The counterparty must turn to Holstein with issues regarding delivery of the publication.

Regarding the delivery, Holstein will remain the liable party towards the counterparty, unless the counterparty themselves enable a third party to carry out delivery.

4. The publication will be delivered to the counterparty by or on behalf of Holstein.
5. The counterparty is held at the moment of delivery of the publication, in any case within the shortest possible time, to make sure the publication is in good condition and the correct quantity is delivered. Risk of loss or damage to the publication falls to the counterparty the moment this is delivered by or on behalf of Holstein at the delivery address, at least the time at which the publication was offered by or on behalf of Holstein, but unable to deliver for reasons that must be charged to the counterparty.
6. Complaints about delivery can be reported to Holstein by phone or writing in the manner specified in the agreement of the publication. Delivery times of the publication that are mentioned in offers, the publication itself, the website of Holstein or elsewhere are always indicative and are therefore never a deadline. When continuously exceeding a term the counterparty must write Holstein a notice of default.
7. Holstein cannot guarantee a timely or accurate delivery of the publication for the benefit of delivery that will take place by means of postal delivery, nor to residents or established counterparties outside the Netherlands.

Article 22: Intellectual and Industrial Property

1. On all content and layout (including, but not limited to, include: text, photos, logos, drawings, other images, sounds, movies, data files, including the layout and distinctive color combinations, domain names) of the publication rest rights of intellectual and / or industrial property. By entering into a subscription agreement the counterparty gains no such right in any way. The party also recognizes this.
2. It is without the express written consent of Holstein to allow (parts of) the publication in public, and/or multiply and/or otherwise exploit, among which include, but not exclusively: printing, copying, scanning or duplicate in any other way, alter, modify, translate, archive, index and/or classify, rent, lend, sublicense or otherwise make available to third parties, publicly nominate, embedding or framing (in any way) or (parts of) the publication with use of automated means (including, among others, but not exclusively: crawling, engine spiders, phishing and/or hacking) to systematically gather information.
3. The publication contains different trade- and brand names, logos and other symbols which are protected brand names or logos. This concerns both brands of Holstein and a group of associated companies, as brands of third parties that Holstein has an agreement with can be utilized. Any use of these trade names, marks or similar symbols is strictly prohibited, without the previous written consent of the owner(s) thereon.
4. The counterparty guarantees Holstein that they will not violate intellectual and/or industrial property rights of Holstein. The counterparty is fully liable for all damage that Holstein will suffer and indemnifies Holstein for all damages that may be suffered by any infringing act by the counterparty.
5. To an extent the terms of this article relate to intellectual property of third parties, such as advertisers or suppliers of Holstein, the provisions and stipulations of this article can be regarded as third-party clauses as mentioned under Article 6:253 of the Civil Code.

Article 23: Cancellation

1. Holstein International customers receive their invoice prior to the start of their upcoming subscription. In case of a Reference Transaction-agreement, the customer will receive their invoice just before the Reference Transaction takes place.

2. Customers may cancel their subscription up to 60 days after the start of their new subscription. This may be done in writing, by phone or by email.
3. When the customer uses Reference Transactions as payment method and wants to terminate the subscription and/ or RT-agreement, the customer may contact Holstein International and cancel the Reference Transaction function at any time.

Article 24: Liability

1. Holstein strives to ensure that the information in the publication is up to date, complete and factual. The counterparty, however, will accept that inaccuracies or omissions cannot be ruled out entirely. Holstein is not liable for damage suffered by the counterparty in case of any inaccuracies or omissions, unless it is intentional or gross negligence on behalf of Holstein. Any use of this information by the counterparty is entirely at their own risk.

PART 4: CONTRACT (REMOTELY)

Article 25: General

1. Before finalizing a remote contract, the text of these general conditions is made available to the other party. If this is not possible for reasons, it will be stated that the general conditions can be read and sent free of charge as soon as possible at the request of the other party before the contract is finalized.
2. In case the remote contract is concluded electronically, the text of these terms and conditions will be made available to the other party in such way that they can be easily stored on a durable medium. If this is not possible for reasons, it will be indicated, before the remote contract is finalized, where the general conditions can be found and that they will be sent to the other party free of charge upon request, electronically or otherwise.

Article 26: Offer

1. The offer includes a complete and accurate description of the products that are offered. The description is sufficiently detailed to allow a proper assessment of the offer for the other party. The images used by Holstein are a true reflection of the products offered. Obvious mistakes or errors in the offer do not bind Holstein.
2. Each offer contains such information so that the rights and obligations of the other party are clear, which are associated to the acceptance of the offer. This concerns in particular:
 - the price including taxes;
 - any costs of delivery;
 - how the agreement will be achieved and what actions they require;
 - whether or not to apply the right of withdrawal;
 - the method of payment, delivery or performance of the contract;
3. The deadline for accepting the offer, or the deadline in which Holstein guarantees a price;
 - the rates for distance communication if the cost of using the technique for distance communication is calculated on a basis other than the regular fare for these means of communication;
 - if the contract is filed after conclusion, and if so how can these be accessed by the other party;
 - how the other party concludes the agreement and can check the information provided by them under contract and repair if necessary;
 - in any other languages, including Dutch, may the contract be entered;
4. The conduct to which Holstein is subjected to and the way the other party can consult these behavioral codes electronically; and the minimum duration of the remote contract in the event of an extended transaction.

Article 27: The Agreement

1. The agreement is subjected to the provisions of paragraph 4, concluded at the time of acceptance by the other party of the offer and meets the corresponding conditions.
2. If the other party has accepted the offer electronically, Holstein must immediately acknowledge the acceptance of the offer electronically. Until this acceptance has not been confirmed by Holstein, the other party may terminate the agreement.
3. If the agreement is created electronically, Holstein will take appropriate technical and organized measures to protect the electronic transfer of data and will ensure a secure web environment. If the other party can pay electronically, Holstein will take appropriate safety precautions.
4. Holstein can - by law - inform whether the other party has fulfilled their commitments, as well as all facts and factors that are important to a sound conclusion of the remote contract. If Holstein, based on this investigation, has sound reasons not to enter the agreement, they are entitled to refuse or to bind its implementation to special conditions upon order or request.
5. Holstein will send the product or service to the other party in writing or in such a way that it can be stored by the other party in an accessible manner on a durable medium with the following information:
 - the address where Holstein is based and where the other party can file complaints;
 - the conditions and the way the other party can call upon the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
 - information about guarantees and after sales service;
 - the data included in article 4 paragraph 3 of these conditions unless Holstein as already provided this information to the other party before the implementation of the agreement;
 - the requirements for terminating the agreement if the agreement has a duration of more than one year or is indefinite.
6. In the event of an extended transaction the provision in the previous paragraph applies only to the first delivery.
7. Each agreement is entered under the suspensive conditions of sufficient availability of the products.

Article 28: Right of Withdrawal

1. When purchasing products, the other party can terminate the contract without giving any reason within 14 days. This period commences on the day after the product was received by the other party or a known to Holstein pre-designated representative.
2. During this period the other party will carefully handle the product and packaging. The product will only be unpacked or used if it's necessary to assess whether they wish to keep the product. If the other party exercises their right of withdrawal, they will return the product with all accessories and - if possible - in its original condition and packaging to Holstein, in accordance with the reasonable and clear instructions.
3. If the other party wishes to exercise their right of withdrawal it is required to notify Holstein within 14 days after receiving the product. The other party can make use of the template to make this known. After the other party has expressed their wish to exercise the right of withdrawal, the customer must return the product within 14 days. The other party must prove that the goods are returned in time, for example through a proof of shipment.
4. If the customer has not made it known whether to use the right of withdrawal, stated in the terms at the end of paragraph 2 and 3, and has not returned the product to Holstein, the purchase is a fact.

Article 29: Cost in case of withdrawal

1. In case the other party exercises their right of withdrawal, it will not exceed the cost of return shipping cost.
2. If the other party has paid an amount, Holstein will refund this amount as soon as possible but no later than 14 days after the cancellation. On the condition that the product has been returned to the web shop or conclusive evidence for complete return is submitted.

Article 30: Delivery and implementation

1. Holstein will take the utmost diligence in receiving and carrying out orders and products.
2. The place of delivery is the address which the other party has made known to Holstein.
3. Subject to what is stated in paragraph 4 of this article, Holstein will carry out accepted orders expeditiously within 30 days unless the other party has agreed to a longer delivery period. If delivery is delayed or if an order is not or only partially carried out, the other party receives them within 30 days after placing the order. In that case the other party has the right to terminate the agreement without penalty. The other party is not entitled to compensation.
4. All dates for delivery are indicative. At given time limits, the other party cannot derive any rights. Exceeding a term gives the other party no right to compensation.
5. In case of rescission in accordance with paragraph 3 of this article, the amount paid by the other party will be reimbursed by Holstein as soon as possible but no later than 14 days after rescission.
6. In case the delivery of an ordered product proves to be impossible, Holstein will endeavor to provide an available replacement item. In case of an actual delivery it will be reported that a replacement item is delivered in a clear and comprehensible manner. For replacement items the right of withdrawal cannot be excluded. The cost of return shipment will be charged to Holstein.
7. The risk of damage and/ or loss of products is vested with Holstein until the moment of delivery to the other party or a known to Holstein pre-designated representative, unless expressly agreed otherwise.

Date: 1 january 2021