

# **Woodzilla Art Supplies BV Terms and Conditions**

## **Article 1: Definitions**

1.1 User of these general terms and conditions ("T&Cs") is Woodzilla Art Supplies BV. Where reference is made in these T&C's to "Woodzilla" and/or "us" and/or "we" means: Woodzilla Art Supplies for example. (registered with the Chamber of Commerce under number 82594813, VAT number NL862532140B01, established at the Billitonstraat 29, 3312 SB in Dordrecht (tel. +31 (0)638689336, email: [jan@woodzilla.work](mailto:jan@woodzilla.work)).

1.2 Where reference is made in these T&Cs to "Customer", it means the counterparty of Woodzilla. This can be both a private and business customer.

1.3 Where reference is made in these T&Cs to "Products", the products in the agreement between Woodzilla and the Customer.

## **Article 2: General**

2.1 We reserve the right to change these T&Cs unilaterally. In the event of changes to the T&Cs the revised version will be available and will apply to any purchase after revision, and valid until next revision.

2.2 Images of Products on the website(s) are for illustrative purposes only. Woodzilla reserves the right to correct publication errors on its websites. Despite our best efforts, prices of Products may be displayed incorrectly on the website(s). Woodzilla reserves the right to cancel any order free of charge arising from such incorrect pricing, even if the Customer has already received an order confirmation from Woodzilla.

2.3 Products may show slight deviations from the products described and depicted on our websites. These minor derogations are permitted if they fall within the standard limit. Woodzilla's Products may also be replaced by equivalent products at Woodzilla's discretion.

2.4 We take the privacy of our Customers and users seriously. Please refer to their privacy statement for more information on how we use the personal information we collect from our Customers.

## **Article 3: User Account**

3.1 The Customer has the possibility to register himself and a personal user account on the website of Woodzilla ([www.woodzilla](http://www.woodzilla)). Only one User Account is allowed per Customer. The User Account will be activated by Woodzilla after checking the registration, and if we deem it desirable, a check of the applicant's creditworthiness. However, we are not obliged to accept the registration.

3.2 All information provided by the Customer must be completed in full, truthfully and accurately. Any future changes to the information provided should be communicated to Woodzilla without delay.

3.3 The Customer is not permitted to transfer his User Account and the resulting rights and obligations to third parties without our prior written consent. The Customer acknowledges and agrees that his User Account may not be shared with third parties.

3.4 When the User Account is used by third parties, subject to article 3.3 of these T&Cs, Woodzilla assumes that the Customer has approved the use of his User Account. The Customer hereby grants the user of his User Account permission to enter into agreements on behalf of and on behalf of the Customer. By delivering the Products to the user of the User Account and in accordance with his instructions, we have fulfilled our obligations towards the Customer.

3.5 The Customer is obliged to keep his login details secret and to limit access to his User Account in an appropriate manner. In particular, the Customer is obliged to protect his login details against loss, theft and unauthorized use. The Customer is obliged to inform us in writing without delay in the event of loss, theft or unauthorized use of his User Account. Until we have received such notification, the use of the User Account shall be deemed to have been approved by the Customer and all purchases made with the User Account shall be deemed to be binding on the Customer and made on its behalf and on its behalf.

## Article 4: Conclusion of the Agreement

4.1 A binding agreement between the parties will only be concluded after Woodzilla has sent the Customer an order confirmation, or after Woodzilla has executed the agreement or after Woodzilla has informed the Customer that the Products have been shipped.

## Article 5: Termination

5.1 If the Customer terminates an agreement completely or partially, the Customer is obliged to reimburse all reasonable costs of Woodzilla for the execution of the agreement, without prejudice to Woodzilla's right to claim compensation for costs, damages, losses (including lost profits) and statutory (commercial) interest arising from the termination of the agreement in question.

5.2 Without prejudice to Woodzilla's other rights, Woodzilla has the right to terminate the agreement in the event that the Customer becomes in default or in the event of liquidation of the Customer, or in the event of (application for) suspension of payment or the bankruptcy of the Customer. In the aforementioned cases, all claims of Woodzilla against the Customer are immediately due and payable.

## Article 6: Prices

6.1 Unless stated otherwise, the prices in Woodzilla's webshop(s) and catalogues include 21% Dutch VAT, excluding shipping costs, administration costs, taxes, levies, import tax and/or customs costs and these prices can be adjusted or changed without prior notice.

6.2 The Customer is responsible for the payment of sales taxes, levies, import- and customs charges.

6.3 Woodzilla will at all times be entitled, after the conclusion of an agreement, to adjust the agreed price proportionally, if price-determining factors undergo changes - whether or no this was foreseeable at the time of the quotation and/or order confirmation - such as wages, prices, import taxes, exchange rates, excise duties, levies and taxes, and in general government measures, all this in compliance with the current relevant legislation.

## Article 7: Delivery

7.1 Unless expressly agreed otherwise, the Products "Ex Works (EXW)" will be delivered within the meaning of the Incoterms 2015 (as amended from time to time). The Products are deemed to have been delivered when Woodzilla makes the Products available to the Customer.

7.2 Partial deliveries of jointly ordered Products are permitted on the condition that these Products can be used separately. Woodzilla will be allowed to invoice partial deliveries of Products and/or services separately.

7.3 The risk of damage to or loss of the purchased Products will pass to the Customer from the moment of delivery of the Products.

7.4 Woodzilla reserves the right to recover all possible costs (including settlement costs, storage costs, packaging costs and shipping costs) from the Customer if delivery of the Products to the specified address is not possible or the Customer refuses to accept or receive the order.

## Article 8: Delivery period

8.1 Delivery times indicated on the webshop, in catalogues or other documentation are indicative in nature and do not count as a fatal term or fixed delivery period for delivery, unless explicitly indicated in writing by Woodzilla.

8.2 After the expiry of the delivery period, Woodzilla will not automatically be in default. The Customer will then be obliged to give Woodzilla written notice of default and to give it a reasonable period of time to still comply.

8.3 Woodzilla is not liable for any non-fulfilment of its obligations insofar as this is wholly or partly due to force majeure. Force majeure means, without being limited to it: natural disasters, strikes, acts of war, terrorist acts (or threat thereof), decisions or controls of the government, uprisings, epidemics, quarantines, shortages, failures in communication and/or energy networks, fires, accidents, explosions, the impossibility of obtaining Products or obtaining permits and licenses, the impossibility of obtaining raw materials, serious weather conditions, disasters or other circumstances or causes that are not reasonably within the control of Woodzilla's business operations.

8.4 If our performance of the agreement is affected by a situation of force majeure or by an unforeseen obstacle that cannot be overcome by commercially reasonable efforts and which is not attributable to Woodzilla, the original delivery period will be extended for a period equal to the duration of the obstacle, unless this cannot reasonably be expected of Woodzilla, in which case Woodzilla has the right to terminate the agreement free of charge.

## Article 9: Payment

9.1 Purchases by Client via the webshop must be made directly via the payment platform used by Woodzilla. Only when a payment has been accepted by the payment platform is there a legally valid agreement.

9.2 For purchases by a moderately registered Customer, payment of the invoice amount by the Customer must be made within 30 days of the invoice date.

9.2 If the Customer is in default, all reasonable costs for obtaining payment out of court will be borne by the Customer. If the Customer fails to pay a sum of money on time, the extrajudicial costs amount to at least 15% of the amount due. This with a minimum of € 125,00.

## Article 10: Complaints

10.1 The Customer is obliged to examine the Products immediately after delivery. Delivered Products are deemed to have been accepted by the Customer unless a defect in Woodzilla is reported: 1) in case of a visible defect within a period of four working days after delivery or 2) in other cases within a period of three working days from the day on which the defect was discovered or should reasonably have been discovered. If the Customer does not complain in a timely manner, the Customer's right to invoke any defect will lapse. Small, commercially acceptable or technically unavoidable variations in quality, quantity, size, colour, finish, dimensions, treatment and the like cannot be considered a defect and are accepted by the Customer.

10.2 If, as a result of the previous paragraph, the customer is complained about in a timely manner, the Customer remains obliged to purchase and pay for the Products.

## Article 11: Guarantee

11.1 Woodzilla guarantees that the delivered Products 1) comply with the agreement and 2) comply with the laws and regulations in force at the time of delivery in the Netherlands.

11.2 The Customer can invoke this warranty up to 12 months after delivery of the Products.

11.3 If the Products do not comply with the warranty under article 11.1, the Customer will inform Woodzilla in writing within the period described in article 10.1. In this written warranty claim, the Customer must explain the following: 1) the Products concerned, 2) the date on which the Products were purchased and delivered and 3) explanation of the defect that the Customer has found.

11.4 If the defects found are a result of damage to the packaging of the Product during transport, the customer must provide images of the packaging on the inside and outside and the corresponding damage(s) to the Product.

11.5 If the Customer does not complain in a timely manner and does not invoke what is stipulated in this warranty provision in a timely manner, the Customer's right to invoke this warranty provision expires.

11.6 If the Customer invokes this warranty provision in a timely manner, Woodzilla will assess the claim to the warranty at its own discretion. The Customer will make the Products available to Woodzilla for examination at

Woodzilla's first request. The Customer will send the relevant Products to Woodzilla after written permission from Woodzilla.

The Customer uses the address as described in article 1.1 of these T&Cs and the original packaging of the Products. In this case, the Customer bears the risk and costs of shipping the Products. If the defects are demonstrably beforecoming out of a production error Woodzilla will reimburse the shipping costs.

11.7 If, at Woodzilla's discretion, the warranty is justified, Woodzilla will repair or replace the Products at its discretion within a reasonable period of time.

11.8 In any event, this warranty provision cannot be successfully invoked if: 1) a defect is wholly or partly the result of improper or careless use of the Product, 2) the Product has been adjusted or treated and 3) Woodzilla has used certain raw materials, packaging and the like for the Product at the request of the Customer, which have caused the defect or contributed to the cause of the defect.

11.9 Subject to what is stipulated in this article, all legal claims and defences of the Customer arising from, or related to, defective Products will lapse 12 months after the Products have been delivered.

## Article 12: Exchange and returns

12.1 Exchange of Products can only take place if agreement has been reached in writing between the Customer and Woodzilla. Shipping and packaging costs shall be borne by the Customer, provided that the exchange results from the provisions of Articles 10 and 11.

12.2 The return of Products on grounds other than those stipulated in articles 10 and 11 will be entirely at the expense of the customer at all times. Returns will only be accepted if provided with complete details of customer and order number, in undamaged condition and in original packaging.

12.3 For all returns used Customer for this purpose the address as described in article 1.1 of these T&Cs and the original packaging of the Products.

## Article 13: Retention of title

13.1 All delivered and yet to be delivered Products remain the sole property of Woodzilla, until all claims that Woodzilla has or will obtain against the Customer, including in any case the claims mentioned in Art. 3:92 paragraph 2 of the Dutch Civil Code, have been fully paid. As long as the ownership of the Products has not passed to the Customer, the Customer must: (a) handle the Products with care, (b) store the Products separately and clearly indicate that the Products are the property of Woodzilla and (c) refrain from establishing a lien.

13.2 The Customer is obliged to immediately inform Woodzilla of any claim or attempt by third parties to acquire possession of Products for which Woodzilla has made a retention of title.

13.3 The Customer hereby grants Woodzilla the irrevocable right of access to the locations where Woodzilla's property is located, so that Woodzilla can exercise its right of ownership.

## Article 14: Liability

14.1 If Woodzilla is liable for damage, Woodzilla's liability is limited to the amount of the invoice amount.

14.2 Damage is understood to mean only direct damage consisting of: 1) the reasonable costs of determining the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these T&Cs, 2) any reasonable costs incurred to remedy the defective performance of the Woodzilla comply with the agreement and 3) reasonable costs incurred to prevent or limit the damage, insofar as the Customer demonstrates that he has suffered this damage and that these costs have actually contributed to limiting the damage.

14.3 Woodzilla is not liable for indirect damage – including, but not limited to – consequential damage of any cause, lost profit, missed savings, damage from third parties and damage due to business stagnation.

14.4 The limitation of Woodzilla's liability does not apply to claims for compensation for damage resulting from death or physical or mental injury caused by intent or deliberate recklessness on the part of Woodzilla, our legal representatives or auxiliaries engaged by us.

14.5 In all cases, Woodzilla's liability is limited to the amount paid out by its insurance company, where appropriate.

## Article 15: Intellectual Property

15.1 The Customer does not acquire any right, title, or interest in Woodzilla's trade names, trademark rights, copyrights, patent rights, domain names, product names, catalogues, or any other intellectual property right.

15.2 All expressions on our websites are the property of Woodzilla. Unless Woodzilla has given written permission for this, the Customer does not acquire the right to copy or use Woodzilla's intellectual property.

15.3 New intellectual property rights made under the agreement belong to Woodzilla.

## Article 16: Confidentiality

16.1 The parties are obliged to maintain the confidentiality of all confidential information obtained from each other or from other sources in the context of their agreement. Information is considered confidential when told by a party or when this results from the nature of the information.

16.2 The obligation of confidentiality does not apply to information and data: 1) which are of public renown, other than at the hands of the parties, 2) released pursuant to a legal obligation or in force of a final judgment and 3) in respect of which written dismissal from the obligation of confidentiality has been granted.

16.3 Unless otherwise agreed in writing, the Customer is not permitted to refer to Products and to the agreement in publications or advertisements on websites, in leaflets etc.

## Article 17: Anticorruption

17.1 The Customer is aware that any form of bribery and corrupt conduct within Woodzilla is prohibited. The Customer hereby confirms he is an independent contracting party and that he will act in accordance with all applicable laws regarding bribery (both in the commercial and public sector), money laundering and terrorism. This legislation includes local anti-corruption laws, Canada's Corruption of Foreign Public Officials Act, the U.S. Foreign Corrupt Practices Act, the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, and the U.K. Bribery Act.

17.2 The Customer shall not offer or provide anything of value (gifts, loans, travel, entertainment, or any other similar benefit) directly or indirectly to an individual for the purpose of influencing any decision or action. This means that the Customer will not pay a tip, bribe, or other inducement to an official, even if this appears to be the custom or a commercial practice. Prohibited payments include, for example, (i) a payment to a purchaser to influence his decision to purchase Woodzilla products, (ii) a payment to an individual to speed up the import process or to minimize the amount of duties owed, (iii) a payment to an individual to reduce taxes or resolve tax issues more quickly, (iv) a payment for travel expenses, (v) contributing to a candidate's election campaign for a government position or otherwise providing gifts (other than face value) to an individual who may be involved in the regulation of the industry in which Woodzilla operates or who is a current or potential customer or supplier.

## Article 18: Export controls and related regulations

18.1 The Customer must comply with all applicable laws, regulations, treaties and agreements in connection with the export, re-export and import of each Product.

Product(s) may not be exported or re-exported to, or transferred or transferred back to (i) a restricted country or region (including countries or regions against which the United States of America, the United Nations, the European Union or Woodzilla have declared sanctions or embargoes (a "designated location")) or (ii) persons on a "List of rejected/excluded persons".

The Customer declares and warrants that he is not in, under the control of, whether a citizen or resident of such designated location and is not on such a List of refused/excluded persons.

The Customer must fully cooperate with Woodzilla in official or unofficial audits or inspections in connection with the applicable export and import control laws and regulations, and shall indemnify Woodzilla against or in connection with all violations of this Article by the Customer or its employees, advisors, agents or customers.

## Article 19: Applicable law and choice of forum

19.1 Dutch law applies to all agreements and legal relationships between Woodzilla and the Customer. The applicability of the Vienna Sales Convention (CISG) is excluded.

19.2 All possible disputes arising out of or in connection with the agreement in question or any legal relationship between Woodzilla and the Customer will exclusively be submitted to the competent court of the District Court of Rotterdam.

## Article 20: General provisions

20.1 The Customer is not permitted to transfer his agreement or order or any interest therein to third parties, unless Woodzilla has agreed to this in writing in advance. Any (attempted) such transfer without Woodzilla's prior written consent gives Woodzilla the right to cancel the order. Woodzilla has the right to transfer its rights and obligations under the agreement to a third party by means of contract acquisition and the Customer agrees in advance to, and declares to cooperate with, such transfer.

20.2 The text of the T&Cs is available in English in Dutch language. If there is any discrepancy in the different language versions, the Dutch version of the T&Cs will prevail at all times.