

General Terms and Conditions 1-2-Taste B.V.

Last updated: 11 March 2022

Index:

- Article 1 - Definitions
- Article 2 - Identity of 1-2-Taste
- Article 3 - Applicability
- Article 4 - The offer
- Article 5 - The contract
- Article 6 - The price
- Article 7 - Contract fulfilment and extra guarantee
- Article 8 - Delivery and implementation
- Article 9 - Extended duration transactions: duration, termination and prolongation
- Article 10 - Payment
- Article 11 - Complaints procedure
- Article 12 - Disputes
- Article 13 - Additional or different stipulations

Article 1 - Definitions

The following definitions apply in these terms and conditions:

1. **Supplementary agreement:** an agreement in which a Customer obtains Products and/or Services via a distance contract, and a 1-2-Taste or a third party delivers these Products and/or Services in accordance with an agreement between that third party and 1-2-Taste;
2. **Withdrawal period:** the period within which a Customer can make use of his right of withdrawal;
3. **Customer:** the company and its employees and representatives that is buying from 1-2-Taste;
4. **Day:** calendar day;
5. **Digital content:** data that are produced and supplied in digital form;
6. **Extended duration transaction:** a distance contract relating to a series of products and/or services, whereby the obligation to supply and/or purchase is spread over a period of time;
7. **Durable medium:** every means - including emails - that enables a Customer or 1-2-Taste to store information that is addressed to him in person in a way that facilitates its future use or consultation during a period that is in keeping with the objective for which the information is intended, and which facilitates the unaltered reproduction of the stored information;
8. **Product:** Physical product produced by third-party manufacturers that is offered by 1-2-Taste on its platform;
9. **Service:** Services that are offered by third-party suppliers (such as consultancy services, freelance expertise, manufacturing capacity, etc.) that is offered by 1-2-Taste on its platform;
10. **1-2-Taste:** 1-2-Taste B.V., a legal person which offers products and/or services to companies from a distance;
11. **Distance Contract:** a contract concluded between a 1-2-Taste and a Customer within the framework of system organized for the distance sale of Products and/or Services, whereby sole or partly use is made of one or more techniques for distance communication up to and including the moment that the contract is concluded;
12. **Technique for distance communication:** means that can be used for communication regarding the offer made by 1-2-Taste and concluding a contract, without the necessity of the Customer and 1-2-Taste being in the same place at the same time.

Article 2 - Identity of 1-2-Taste

Name of 1-2-Taste: 1-2-Taste BV

Registered address:

Archipelstraat 285
6524LM Nijmegen
The Netherlands

Telephone number and time(s) at which 1-2-Taste can be contacted by telephone:

Email address: service@12taste.com

Telephone: +31 85 0027748 (between 9:00 and 18:00 CET Mon-Fri)

Chamber of Commerce number: 71245774

VAT identification number: NL 858635537B01

Article 3 - Applicability

1. These general terms and conditions apply to every offer made by 1-2-Taste and to every Distance Contract that has been realized between 1-2-Taste and a Customer.
2. Prior to the conclusion of a Distance Contract, the text of these general terms and conditions will be made available to the Customer. If this is not reasonably possible, 1-2-Taste will indicate, before the Distance Contract is concluded, in what way the General Terms and Conditions are available for inspection at 1-2-Taste's premises and that they will be sent free of charge to the Customer, as quickly as possible, at the Customer's request.
3. If the Distance Contract is concluded electronically, then, contrary to the previous paragraph, and before the Distance Contract 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 not reasonably possible, then before concluding the Distance Contract, 1-2-Taste will indicate where the General Terms and Conditions can be inspected electronically and that at his request they will be sent to the Customer free of charge, either electronically or in some other way.
4. In cases where specific Product or Service-related terms and conditions apply in addition to these General Terms and Conditions, the second and third paragraphs apply by analogy and the Customer can always invoke the applicable condition that is most favorable to him in the event of incompatibility with the General Terms and Conditions.

Article 4 - The offer

1. If an offer is subject to a limited period of validity or is made subject to conditions, this will be explicitly mentioned in the offer.
2. The offer contains a complete and accurate description of the Products and/or Services being offered. The description is sufficiently detailed to enable the Customer to make a proper assessment of the offer. If 1-2-Taste makes use of illustrations, these will be a true representation of the Products and/or Services being offered. 1-2-Taste is not bound by obvious errors or mistakes in the offer.
3. Every offer contains information that makes it clear to the Customer what rights and obligations are related to the acceptance of the offer.

Article 5 - The contract

1. The contract will be concluded, subject to that which is stipulated in paragraph 4, at the moment at which the Customer accepts the offer and the conditions thereby stipulated have been fulfilled.
2. If the Customer has accepted the offer electronically, 1-2-Taste will immediately confirm receipt of acceptance of the offer electronically. The Customer can dissolve the contract as long as this acceptance has not been confirmed by 1-2-Taste.
3. If the Contract is concluded electronically, 1-2-Taste will take suitable technical and organizational measures to secure the electronic transfer of data and he will ensure a safe web environment. If the Customer is able to pay electronically, 1-2-Taste will take suitable security measures.
4. 1-2-Taste may obtain information – within statutory frameworks – about the Customer's ability to fulfill his payment obligations, as well as about facts and factors that are important for the responsible conclusion of the Distance Contract. If that research gives 1-2-Taste proper grounds for declining to conclude the contract, then he has a right, supported by reasons, to reject an order or application or to bind its implementation to special conditions.
5. 1-2-Taste will send to a Customer, at the latest when delivering a Product and/or Service, the following information, in writing, or in such a way that the Customer can store it on an accessible durable medium:
 - a. the office address of 1-2-Taste's business location where the Customer can lodge complaints;

- b. information on guarantees and existing after-sales service;
 - c. the price, including all taxes on the product and/or service; the costs of delivery insofar as applicable, and the method of payment, delivery or implementing the Distance Contract;
 - d. the requirements for terminating the contract, if the duration of the contract exceeds one year or if it is indefinite;
6. In case of an extended duration contract, the stipulation in the previous paragraph applies only to the first delivery.

Article 6 - The price

1. During the period of validity indicated in the offer, the prices of the Products and/or Services being offered will not be increased, except for price changes in VAT-tariffs.
2. Contrary to the previous paragraph, 1-2-Taste may offer Products and/or Services at variable prices, in cases where these prices are subject to fluctuations in the financial market over which 1-2-Taste has no influence. The offer must refer to this link with fluctuations and the fact that any prices mentioned are recommended prices.
3. Prices stated in offers of Products and/or Services include VAT.

Article 7 - Contract fulfilment, liability and extra guarantee

1. 1-2-Taste guarantees that the products and/or services fulfill the contract, the specifications stated in the offer, the reasonable requirements of reliability and/or serviceability and the statutory stipulations and/or government regulations that existed on the date that the contract was concluded. 1-2-Taste explicitly excludes that a Product is suited for other than its normal intended use.
2. The manufacturer of a product is liable for product liability to the extent that it is shown that the defect can be attributed to the Products or manufacturer's instructions for use.
3. The Customer should check the product quality before usage in accordance with the specifications provided by the supplier and compliance of these specifications with legislation. The customer should follow the usage instructions for the specific application and should not use the product after expiry.
4. In these Terms & Conditions, references to our "liability" shall be to our liability to Customer under or for breach of the contract, our liability to Customer for negligence, breach of statutory duty, tort, or accidental or negligent misrepresentation, and any other liability we may have to Customer whatsoever and howsoever arising under, in connection with, or in the course of performing, the contract, or in connection with the products. Our total liability for all events giving rise to liability to Customers in aggregate for all such events shall be limited to an amount equal to the price, delivery charges and other amounts payable by Customer under the contract as ascertained at the time of your order. We shall have no liability to Customer for: loss of revenue, bargain, profit, anticipated savings, contract, business, expectation, use, production, or goodwill; any costs, expenses, liabilities, or commitments wasted, suffered, incurred or entered into in reliance on the contract; any costs of purchasing substitutes or replacements for the products elsewhere; any special, indirect or consequential losses; your liability to any third party; or loss or damage suffered by any third party.

Article 8 - Supply, implementation and delivery

1. 1-2-Taste will take the greatest possible care when receiving and implementing orders for products and when assessing applications for the provision of services.
2. The place of delivery is deemed to be the address that the Customer makes known to the company at the time of giving the order.
3. Taking into consideration what is stated in article 4 of these General Terms and Conditions, 1-2-Taste will implement accepted orders with efficient expedition, though at the latest within 30 days, unless a different period of delivery has been agreed. If delivery suffers a delay, or if the delivery cannot be implemented, or only partially, the Customer will be informed about this at the latest 30 days after the order was placed. In this case, the Customer has a right to dissolve the contract free of charge.
4. Following dissolution in accordance with the previous paragraph, 1-2-Taste refunds the Customer immediately the sum he had paid.

5. The risk of damage and/or loss of Products rests upon 1-2-Taste up to the moment of delivery to the Customer or a representative previously designated by the Customer and announced to 1-2-Taste, unless this has explicitly been agreed otherwise.
6. The Customer will upon receipt of shipment of the Products ordered check the packaging of the Products for transport damages. The Customer should report any Product damages to 1-2-Taste within two days of receiving the shipment.

Article 9 - Extended duration transactions: duration, termination and prolongation

Termination

1. The Customer has a right at all times to terminate an open-ended contract that was concluded for the regular supply of Products and/or Services, subject to the agreed termination rules and a period of notice that does not exceed one month.
2. The Customer has a right at all times to terminate a fixed-term contract that was concluded for the regular supply of Products and/or Services at the end of the fixed-term, subject to the agreed termination rules and a period of notice that does not exceed one month.
3. With respect to contracts as described in the first two paragraphs, the Customer can:
 - terminate them at all times and not be limited to termination at a specific time or during a specific period;
 - terminate them in the same way as that in which they were concluded;
 - always terminate them subject to the same period of notice as that stipulated for 1-2-Taste.

Prolongation

4. A fixed-term contract that was concluded for the regular supply of Products and/or Services may not be automatically prolonged or renewed for a fixed period of time.
5. Contrary to what is stated in the previous paragraph, a fixed-term contract that has been concluded for the regular supply of daily or weekly (electronic) publications or magazines may be automatically prolonged for a fixed term that does not exceed three months, if the Customer is at liberty to terminate this prolonged contract towards the end of the prolongation, with a period of notice that does not exceed one month.
6. A fixed-term contract that has been concluded for the regular supply of Products and/or Services may only be automatically prolonged for an indefinite period of time if the Customer has at all times the right to terminate, with a period of notice that does not exceed one month and, in the case of a contract to supply daily or weekly newspapers or magazines regularly but less than once per month, a period that does not exceed three months.
7. A fixed term contract for the regular supply, by way of introduction, of daily or weekly (electronic) publications and magazines (trial subscriptions or introductory subscriptions) will not be automatically prolonged and will automatically terminate at the end of the trial period or introductory period.

Duration

8. If the fixed-term of a contract exceeds one year, then after one year the Customer has at all times a right to terminate, with a period of notice that does not exceed one month, unless reasonableness and fairness dictate that premature termination of the contract would be unacceptable.

Article 10 - Payment

1. As far as no other date is stipulated in the contract or supplementary conditions, sums payable by the Customer should be paid within 14 days after commencement of the withdrawal period, or in the absence of a withdrawal period within 14 days after the conclusion of the contract. In the case of a contract to provide a service, this 14-day period starts on the day after the Customer received confirmation of the contract.
2. The Customer is obliged to report immediately to 1-2-Taste any inaccuracies in payment data provided or stated.
3. If a Customer fails to fulfil his payment obligation(s) in time, after 1-2-Taste has informed the Customer about the late payment, the Customer is allowed 14 days in which to fulfil the obligation to pay; if payment is not made within this 14-day period, statutory interest will be payable over the sum owed and 1-2-Taste has the right to charge reasonable extrajudicial costs of collection he has incurred. These costs of collection amount to, at the most: 15% of unpaid sums up to €2,500; 10%

over the next €2,500; and 5% over the next €5,000, with a minimum of €40. 1-2-Taste can make departures from these sums and percentages that are favorable to the Customer.

4. If the Customer chooses the payment option “post-payment using Billink”, Customer needs to pay the amount to Billink B.V. (hereinafter referred to as “Billink”) within the specified payment period. At the time of ordering 1-2-Taste transfers all rights arising from the claim to Billink, which will take care of collecting the invoice balance.

Customer’s data will be checked by or on behalf of Billink and registered in its system. This data can be used, among other things, for the collection of outstanding debts, marketing purposes that are allowed within the framework of the General Data Protection Regulation, data verification and order reviewing when implementing the acceptance policy of other organizations and/or web shops that use the services of Billink.

Billink reserves the right to deny Customer’s request to make use of the post-payment service, stating the reasons for this decision if it so desires. The payment term used is a strict deadline. In the event of overdue payment, the Customer will be in default without any notice of default being required and Billink will be entitled to charge statutory (commercial) interest on a monthly basis (whereby part of a month is considered to be a whole month) as of the due date of the invoice. In addition, Billink will be entitled to charge the Customer extrajudicial collection costs pursuant to the Decree on the Settlement of Extrajudicial Collection Costs (BIK). Where it concerns business Customers, Billink will also be entitled to charge reminder and payment collection costs to the Customer, without prejudice to Billink’s right to charge the actual costs incurred to the Customer if these exceed the calculated amount. These costs are at least 15% of the principal sum, with a minimum of 40 euros for consumers and 75 euros for businesses. Moreover, Billink will be entitled to transfer the claim to a third party. In that case, all of the preceding stipulations with respect to Billink will be passed on to the third party to whom the claim has been transferred.

Article 11 - Complaints procedure

1. 1-2-Taste provides for a complaints procedure that has been given sufficient publicity, and will deal with a complaint in accordance with this complaints procedure.
2. A Customer who has discovered shortcomings in the implementation of a contract must submit any complaints to 1-2-Taste without delay, in full and with clear descriptions.
3. A reply to complaints submitted to 1-2-Taste will be provided within a period of 14 days, calculated from the date of receipt. If it is anticipated that a complaint will require a longer processing time, then 1-2-Taste will reply within 14 days, confirming receipt and indicating when the Customer can expect a more elaborate reply.
4. The Customer should give 1-2-Taste a time period of at least 4 weeks to solve the complaint in joint consultation. After this period of time, the complaint becomes a dispute that is subject to the disputes settlement scheme.

Article 12 - Disputes

1. Contracts entered into between a 1-2-Taste and a Customer and which are subject to these general terms and conditions are subject only to Dutch law.

Article 13 - Additional or different stipulations

Additional stipulations or stipulations that differ from these general terms and conditions, may not be detrimental to the Customer and should be recorded in writing, or in such a way that Customers can store them in a readily accessible manner on a durable medium.