

Article 1 – Definitions

The following definitions apply in these terms and conditions:

1. **Agreement:** the (distance) Agreement between the Trader and the Consumer for the sale of Products, whereby sole or partly use is made of one or more Techniques for distance communication up to and including the moment that the Agreement is concluded;
2. **Consumer:** a natural person whose actions are not carried out for objectives relating to the course of a trade, a profession or a business and who enters into the Agreement with the Trader;
3. **Day:** calendar day;
4. **Durable medium:** every means - including emails - that enables a Consumer or Trader 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;
5. **General Terms and Conditions:** these General Terms and Conditions of the Trader;
6. **Products:** all Products mentioned by Trader on its website;
7. **Right of withdrawal:** the possibility for the Consumer to waive an Agreement within the Withdrawal period;
8. **Technique for distance communication:** means that can be used for communication regarding the offer made by the Trader and concluding an Agreement, without the necessity of the Consumer and the Trader being in the same place at the same time;
9. **Trader:** the natural or legal person who offers Products to Consumers from a distance;
10. **Withdrawal period:** the period of 14 days in which the Consumer can make use of his Right of withdrawal.

Article 2 - Identity of the Trader

Washtower B.V. *also trading under the name* Wastoren & Waschturm
Enschedesestraat 300
7552 CN Hengelo
The Netherlands
Telephone number: 0031850484029
E-mail address: info@washtower.com
Registration number Dutch Chamber of Commerce: 08128657
VAT identification number: NL819812912B01

Article 3 – Applicability

1. These General Terms and Conditions apply to every offer made by the Trader and to every Agreement that has been realized between the Trader and the Consumer.
2. Prior to the conclusion of an Agreement, the text of these General Terms and Conditions will be made available to the Consumer. If this is not reasonably possible, the Trader will indicate, before the Agreement is concluded, in what way the General Terms and

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Conditions are available for inspection at the Trader's premises and that they will be sent free of charge to the Consumer, as quickly as possible, at the Consumer's request.

3. If the Agreement is concluded electronically, then, contrary to the previous paragraph, and before the Agreement is concluded, the Consumer will be provided with the text of these General Terms and Conditions electronically, in such a way that the Consumer can easily store them on a Durable medium. If this is not reasonably possible, then before concluding the Agreement, the Trader will indicate where the General terms and conditions can be inspected electronically and that at his request they will be sent to the Consumer free of charge, either electronically or in some other way.
4. In cases where specific Product terms and conditions apply in addition to these General Terms and Conditions, the second and third paragraphs apply by analogy and the Consumer can always invoke the applicable condition that is most favorable to him in the event of incompatible general terms and conditions.
5. If at any time one or more provisions of these General Terms and Conditions are wholly or partly void or annulled, the Agreement and these General Terms and Conditions will remain in effect and the relevant provision will be replaced by a provision in mutual consultation without delay, that approaches the purport of the original provision as closely as possible.
6. These General Terms and Conditions also apply to additional Agreements and subsequent Agreements between the Trader and the Consumer and deviations from these General Terms and Conditions are only valid if they have been expressly agreed in writing in advance.

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. All offers and other expressions of Trader are without obligation, unless expressly indicated otherwise in writing. Trader is never obliged to accept and/or carry out requests.
3. The offer contains a complete and accurate description of the Products being offered. The description is sufficiently detailed to enable the Consumer to make a proper assessment of the offer. The trader is not bound by obvious errors or mistakes in the offer.
4. All images, specifications and data in the offer are indicative and cannot give rise to compensation or dissolution of the Agreement.
5. Every offer contains information that makes it clear to the Consumer what rights and obligations are related to the acceptance of the offer. This concerns in particular:
 - the price including taxes;
 - any delivery costs;
 - the manner in which the Agreement will be concluded and which actions are required for this;
 - whether or not the Right of Withdrawal applies;
 - the method of payment, delivery or performance of the Agreement;
 - the term for acceptance of the offer or the term for which the price is valid;

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- if the Agreement is archived after its conclusion, how it can be consulted by the Consumer;
- the way in which the Consumer can become aware of acts that he does not want before concluding the Agreement, as well as the way in which he can rectify these before the Agreement is concluded;
- the possible languages in which, in addition to Dutch, the Agreement can be concluded; and
- the minimum duration of the Agreement in the event of an Agreement that extends to continuous or periodic delivery of Products.

Article 5 – The Agreement

1. The Agreement will be concluded, subject to that which is stipulated in paragraph 4 of this article, at the moment at which the Consumer accepts the offer and the conditions thereby stipulated have been fulfilled.
2. If the Consumer has accepted the offer electronically, the Trader will immediately confirm receipt of acceptance of the offer electronically. The Consumer can dissolve the Agreement as long as this acceptance has not been confirmed by the Trader.
3. If the Agreement is concluded electronically, the Trader will take suitable technical and organizational measures to secure the electronic transfer of data and he will ensure a safe web environment. If the Consumer is able to pay electronically, the Trader will take suitable security measures.
4. The Trader may obtain information – within statutory frameworks – about the Consumer's ability to fulfill his payment obligations, as well as about facts and factors that are important for the responsible conclusion of the Agreement. If that research gives the Trader proper grounds for declining to conclude the Agreement, then he has a right, supported by reasons, to reject an order or application or to bind its implementation to special conditions.
5. The Trader will send to Consumer, at the latest when delivering a Product, the following information, in writing, or in such a way that the Consumer can store it on an accessible Durable medium:
 - the office address of the Trader's business location where the Consumer can lodge complaints;
 - the conditions under which the Consumer can make use of the Right of withdrawal and the method for doing so, or a clear statement relating to preclusion from the Right of withdrawal;
 - information on guarantees and existing after-sales service of the Products;
 - the information included in article 4 paragraph 3 of these General Terms and Conditions, unless the Trader has already provided this information to the Consumer prior to the performance of the Agreement;
 - the requirements for terminating the Agreement, if the duration of the Agreement exceeds one year or if it is indefinite.
6. Each Agreement is entered into subject to the suspensive conditions of sufficient availability of the Products concerned.

Article 6 - Right of withdrawal

1. When purchasing products, the Consumer has the right to dissolve an Agreement, without giving reasons, during the Withdrawal period. The Withdrawal period commences on the day after the Product was received by Consumer.
2. During the Withdrawal period, Consumer shall handle the Product and its packaging with care. Consumer shall only unpack or use the Product as far as necessary in order to assess if Consumer wishes to keep the Product. Consumer shall return the Product with all relevant accessories, if reasonably possible in the original state and packaging, and in accordance with the reasonable and clear instructions provided by Trader.
3. If Consumer wants to exercise his Right of withdrawal, Consumer shall report this to Trader within the Withdrawal period, by means of an email send to info@washtower.com. After Consumer has indicated that he wishes to make use of the Right of withdrawal, the Consumer must return the Product within 14 days. It is up to the Consumer to prove that the Products have been returned on time, for example by means of proof of shipment.
4. If the Consumer has not indicated that he wishes to make use of his Right of Withdrawal respectively has not returned the Product to Trader, the purchase is a fact.

Article 7 - Costs involved when exercising the right of withdrawal

1. If the Consumer makes use of the Right of Withdrawal, Consumer bears the costs at a maximum of the costs of return of the Product.
2. If the Consumer has paid an amount for the Product, Trader will refund this amount (including shipping costs upon return of the entire order) to the Consumer as soon as possible, but at the latest within 14 days after exercising the Right of Withdrawal, under the condition that Trader has received the Product back from the Consumer or that Consumer in accordance with article 6 paragraph 3 of these General Terms and Conditions can demonstrate that the Products have been returned to the Trader on time.

Article 9 - The price

1. During the period of validity indicated in the offer, the prices of the Products being offered will not be increased, except for price changes in VAT-tariffs.
2. Contrary to the previous paragraph, Trader may offer Products at variable prices, in cases where these prices are subject to fluctuations in the financial market over which the Trader has no influence. The offer must refer to this link with fluctuations and the fact that any prices mentioned are recommended prices.
3. Price increases within 3 months after the Agreement was concluded are only permitted if they are the result of statutory regulations or stipulations.
4. Price increases more than 3 months after the Agreement was concluded are only permitted if the Trader stipulated as much and:
 - a. they are the result of statutory regulations or stipulations; or

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- b. the Consumer is authorized to terminate the Agreement on the day on which the price increase takes effect.
- 5. Prices stated in offers of Products are in Pounds and include VAT.
- 6. All prices are subject to printing and typographical errors. No liability is accepted for the consequences of printing and typing errors. In the event of printing and typographical errors, Trader is not obliged to deliver the Product based on the incorrect price.

Article 10 – Conformity and guarantee

- 1. Trader guarantees that the Products fulfill the Agreement, 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 Agreement was concluded.
- 2. An extra guarantee offered by Trader, manufacturer or importer can never affect the statutory rights and claims that a Consumer can enforce against the Trader on the grounds of the Agreement if the Trader failed to fulfil his part in the Agreement.
- 3. Any defects or incorrectly delivered Products must be reported to the Trader in writing no later than 4 weeks after delivery.
- 4. The Trader's warranty period corresponds to the manufacturer's warranty period. However, Trader is not 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.
- 5. The warranty does not apply if:
 - (i) the Consumer has repaired and/or modified the delivered Products himself or has had them repaired and/or modified by third parties;
 - (ii) the delivered Products have been exposed to abnormal conditions or are otherwise treated carelessly or contrary to the instructions of Trader and/or have been treated on the packaging.

Article 11 – Supply and implementation

- 1. Trader will take the greatest possible care when receiving and implementing orders for Products.
- 2. The place of delivery is deemed to be the address that the Consumer makes known to the Trader.
- 3. Taking into consideration that which is stated in article 4 of these General Terms and Conditions, Trader 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 Consumer will be informed about this at the latest 30 days after the order was placed. In this case, the Consumer has a right to dissolve the Agreement free of charge without a right to possible damages.
- 4. All delivery times are indicative. The Consumer cannot derive any rights from any stated terms. Exceeding a term does not entitle the Consumer to compensation.

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5. Following dissolution in accordance with the paragraph 3 of this article, Trader refunds the Consumer as soon as possible the sum he has paid, though at the latest within 30 days.
6. If delivery of an ordered Product proves to be impossible, Trader will make every effort to make a replacement Product available as far as possible. At the latest upon delivery, it will be stated in a clear and comprehensible manner that a replacement item will be delivered. For replacement items the Right of withdrawal cannot be excluded. The costs of return shipment are for the account of the Trader.
7. The risk of damage and/or loss of Products rests upon the Trader up to the moment of delivery to the Consumer or a representative previous designated by the Consumer and announced to the Trader, unless this has explicitly been agreed otherwise.

Article 12.1 – Payment

Unless expressly otherwise agreed, the amounts owed by Consumer must be paid via IDEAL, Mastercard, Visa, PayPal or bank transfer. Payment must be made before delivery of the Products.

Article 12.2 – Payment terms

The payment term is 21 days from the invoice date, unless otherwise agreed in writing. If payment is not received within this period, the customer shall be in default by operation of law, without any further notice of default being required. In such case, Washtower reserves the right to charge statutory interest and to recover any (extra)judicial collection costs.

Article 13 – Complaints procedure

1. Trader 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 Consumer who has discovered shortcomings in the implementation of an Agreement must submit any complaints to Trader without delay, in full and with clear descriptions, after Consumer has discovered these shortcomings.
3. A reply to complaints submitted to the Trader 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 the Trader will reply within 14 days, confirming receipt and indicating when the Consumer can expect a more elaborate reply.

Article 14 – Intellectual property rights

The Consumer expressly acknowledges that all intellectual property rights of displayed information, communications or other expressions with regard to the Products and/or with regard to the internet site are vested in Trader and/or its affiliated companies, its suppliers or

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other entitled parties. Consumer will (i) not claim these intellectual property rights from Trader and (ii) in no way contest the validity of these intellectual property rights.

Article 15 – Personal data

Trader will only process Consumer's data in accordance with its privacy policy. In doing so, Trader observes the applicable privacy regulations and legislation.

Article 16 – Governing law and dispute resolution

1. All offers from Trader, its Agreements and their implementation are governed by Dutch law. This choice of law is without prejudice to the protection that the Consumer receives under the mandatory law of the country of residence of the Consumer.
2. If and insofar the UN Convention on Contracts for the International Sale of Goods (CISG) applies to the Agreement, its effect is herewith expressly excluded.
3. All disputes arising out or in connection with (the performance of) the Agreement, as well as in connection with these General Terms and Conditions, shall be referred to the competent court of Overijssel, unless Consumer opts in a written response for the dispute to be settled by the competent court according to law, within one month after the Trader has invoked this stipulation in writing,

Article 17 – Additional or deviating provisions

Additional stipulations or stipulations that differ from these General Terms and Conditions, may not be detrimental to the Consumer and should be recorded in writing, or in such a way that consumers can store them in a readily accessible manner on a Durable medium.