

Article 1 - Definitions

1. In these general terms and conditions, the following terms are used in the following meanings, unless expressly stated otherwise:
2. **Offer:** Any written offer to Customer for the supply of Products by Exbox, to which these terms are inseparably attached.
3. **Business:** The natural or legal person acting in the course of a profession or business.
4. **Consumer:** The natural person who does not act in the course of a profession or business.
5. **Customer:** The Business or Consumer entering into an Agreement (remotely) with Exbox.
6. **Agreement:** The (purchase) agreement (remotely) concerning the sale and delivery of Products purchased by Customer from Exbox, and/or the performance of Services.
7. **Products:** The Products offered by Exbox are custom-made expedition boxes.
8. **Exbox:** The provider and supplier of Products to Customer, as well as the provider of Services to Customer.
9. **Services:** The Services offered by Exbox include all services performed outside of employment with the aim of creating and delivering a work of tangible nature (manufacture of Products), and/or carrying out maintenance for a price to be paid by the Customer in money.

Article 2 - Applicability

1. These general terms and conditions apply to every Offer from Exbox and every Agreement between Exbox and a Customer, and to every Product offered by Exbox.
2. Before entering into an Agreement (remotely), Customer shall have access to these general terms and conditions. If this is not reasonably possible, Exbox will indicate to Customer how Customer can access the general terms and conditions, which are in any case published on the website of Exbox, so that Customer can easily save these general terms and conditions on a durable medium.
3. In exceptional situations, deviations from these general terms and conditions can be agreed upon explicitly and in writing with Exbox.
4. These general terms and conditions also apply to additional, amended, and follow-up agreements with Customer. Any general and/or purchasing conditions of Customer are expressly rejected.
5. If one or more provisions of these general terms and conditions are partially or wholly void or annulled, the remaining provisions of these general terms and conditions shall remain in force, and the void/annulled provision(s) shall be replaced by a provision with the same purport as the original provision.
6. Ambiguities regarding the content, interpretation, or situations not provided for in these general terms and conditions shall be judged and interpreted in accordance with the spirit of these general terms and conditions.

7. If in these general terms and conditions reference is made to 'she/her', this shall also be construed as a reference to 'he/him/his', if and to the extent applicable.

Article 3 - The Offer

1. All offers made by Exbox are without obligation, unless expressly stated otherwise in writing. If the Offer is limited or subject to specific conditions, this will be expressly stated in the offer. An Offer is only valid when it has been documented in writing.

2. The Offer made by Exbox is non-binding. Exbox is only bound by the Offer if its acceptance by Customer is confirmed in writing within 14 days, or if Customer has already paid the required deposit. Nevertheless, Exbox reserves the right to refuse an Agreement with a potential Customer for a valid reason.

3. The Offer includes an accurate description of the offered Product and/or Services with corresponding prices. The description is sufficiently detailed to enable Customer to make a proper assessment of the Offer. Obvious mistakes or errors in the Offer do not bind Exbox. Any images and/or specific data (including but not limited to displayed and/or provided models, examples of documents as well as indications of colors, capacities, functionalities, dimensions, and other descriptions in sketches, drawings, brochures, promotional material) in the Offer are only indicative and cannot be the basis for any compensation or termination of the Agreement. Slight deviations, permissible in the industry, are acceptable and do not constitute grounds for terminating the Agreement. Exbox cannot guarantee that the colors in the image exactly match the actual colors of the Product.

4. Delivery times and deadlines stated in Exbox's Offer are indicative and do not entitle Customer to dissolution or compensation upon exceeding them, unless expressly agreed otherwise.

5. A composite quotation does not oblige Exbox to deliver part of the goods included in the offer or Offer at a corresponding part of the stated price.

6. If and to the extent that an offer is made, this does not automatically apply to subsequent orders.

7. If the Offer is based on data provided by Customer and this data proves to be incomplete and/or incorrect or is subsequently amended, Exbox has the right to adjust the rates, delivery times, and/or prices stated in the Offer. Customer is obliged to accept the changed circumstances and comply with the specified payment obligations.

Article 4 - Conclusion of the Agreement

1. The Agreement is concluded at the moment when Customer accepts an Offer from Exbox by returning a signed copy (scanned or original) to Exbox, or by paying the deposit.

2. If Customer has accepted the Offer by entering into an Agreement with Exbox, Exbox will confirm the Agreement with Customer in writing, or at least by email.

3. If the acceptance (on minor points) deviates from the Offer, Exbox is not bound by it.

4. Exbox is not obliged to an Offer if Customer could reasonably have expected or should have understood or was supposed to understand that the Offer contains an obvious mistake or clerical error. Customer cannot derive any rights from this mistake or clerical error.

5. The right of withdrawal is excluded for Customer being a Business. Consumer has a 14-day right of withdrawal for Products that are not custom-made.

6. For Consumers, Products that cannot be returned due to customization are excluded from the right of withdrawal. This is explicitly stated in the Offer.

Article 5 - Duration of the Agreement regarding Services

1. The duration of the Agreement concerning the Services is entered into for a specified period and ends upon completion of the assignment.

2. Both parties may terminate the Agreement due to an attributable failure in performance if the other party has been given written notice of default and has been given a reasonable period to fulfill its obligations, and it culpably fails to do so. This includes the payment and cooperation obligations of Customer.

3. Both Customer and Exbox may terminate the Agreement in writing with immediate effect without further notice of default if one of the parties is in suspension of payments, bankruptcy has been applied for, or the respective business ends due to liquidation. If a situation as mentioned above occurs, Exbox is never obliged to refund already received funds and/or compensation. Exbox is also entitled to immediately reclaim unpaid items and reserves the right to demand additional compensation from Customer.

4. If Customer cancels an Agreement that has already been concluded, Customer is liable for the full amount stated in the Agreement/Offer.

5. Customer is liable to third parties for the consequences of the cancellation and indemnifies Exbox against any claims from these third parties arising from it.

Article 6 - Execution of the Agreement

1. Exbox shall execute the Agreement to the best of its knowledge and ability.
2. If and to the extent that a proper execution of the Agreement requires it, Exbox has the right to have certain tasks performed by third parties at its discretion.
3. Customer shall ensure that all data, which Exbox indicates as necessary or which Customer reasonably understands to be necessary for the execution of the Agreement, are provided to Exbox in a timely manner. If the data necessary for the execution of the Agreement are not provided to Exbox in a timely manner, Exbox has the right to suspend the execution of the Agreement.
4. In the execution of the Agreement, Exbox is not obliged or required to follow the instructions of Customer if this results in a change in the content or scope of the Agreement. If the instructions result in additional work for Exbox, Customer is obligated to reimburse Exbox for the additional or incidental costs accordingly.
5. Exbox may require security deposit from Customer or full prepayment before proceeding with the execution of the Agreement.
6. Exbox shall not be liable for any damages of any kind arising from Exbox relying on incorrect and/or incomplete data provided by Customer, unless such inaccuracy or incompleteness was known to Exbox.
7. Customer indemnifies Exbox against any claims from third parties who suffer damage in connection with the execution of the Agreement and which are attributable to Customer.

Article 7 - Customized Product Services

1. Exbox shall endeavor to perform the Services with the utmost care as may be expected of a good contractor. All Customized Services are performed on a best efforts basis, unless explicitly and in writing a result has been agreed upon that is extensively described. In no event does Exbox warrant that the Services performed and/or the goods delivered by it are suitable for the intended purpose of Customer.
2. Customer is obliged to provide all necessary information, data, and documents in a timely, complete, accurate, and desired format for the design. The design is an expression of creativity, taste, and individuality. If Customer agrees to the Offer as communicated by Exbox, this also implies that Customer agrees to the approach and style adopted by Exbox. Exbox has the right to carry out the content of its activities, to the extent not expressly communicated by Customer, at its own creative discretion.
3. The scope of the execution of the Services extends to what has been explicitly agreed upon by the parties.
4. If the Services are suspended at the request of Customer, Customer is obligated to pay the immediately due compensation for the Customized Services already performed and costs incurred up to that point, upon the first request of Exbox. Furthermore, Exbox is entitled to charge Customer for all costs resulting from the suspension (including reserved hours).

5. If the execution of the Agreement cannot be resumed after the suspension period, Exbox is entitled to terminate the Agreement without judicial intervention by means of a written statement to Customer. In the event of resuming the execution of the Agreement, Customer is obligated to fully settle all costs resulting from this resumption for Exbox.

6. Customer is obliged to ensure that all information, data, and measurements necessary for the execution of the Agreement are provided to Exbox in a timely manner and in the manner desired by Exbox.

7. If Customer fails to fulfill the obligations mentioned in this article in a timely manner, Exbox is entitled to suspend the execution of the Agreement until Customer has fulfilled its obligations. The costs associated with the incurred delay and/or the costs for performing additional Services or other consequences arising therefrom shall be borne by and at the risk of Customer.

8. If Customer fails to fulfill its obligations and Exbox fails to demand performance from Customer, this does not affect Exbox's right to demand performance at a later time.

Article 8 - Development of Designs

1. Customer must specify all desires and requirements for the development of a design to Exbox, including dimensions, preferred appearance, cabinets, and equipment. Exbox will prepare a quotation after the discussion.

2. The parties will enter into discussions to translate Customer's wishes into a design. In this process, Customer's information regarding, among other things, the number and visual characteristics, is crucial.

3. Exbox will create a drawing of how the Product will look in the presence of Customer. Customer must approve the design on the spot. Once Customer agrees, Exbox will proceed to order the necessary materials.

Article 9 - Completion of Services and Product Delivery

1. If the commencement, progress, or delivery of the Agreement is delayed due to, for example, Customer not providing all requested information or not providing sufficient cooperation, not making the (partial) payment to Exbox on time, or due to other circumstances beyond the control of Exbox causing any delay, Exbox is entitled to a reasonable extension of the delivery period. All agreed delivery periods are never considered as firm deadlines. Customer must notify Exbox in writing of the default and grant Exbox a reasonable period to still deliver. Customer is not entitled to any compensation due to the resulting delay.

2. All damages and additional costs resulting from delays caused by a cause mentioned in paragraph 1 shall be borne by and at the risk of Customer and can be charged to Customer by Exbox.

3. Exbox endeavors to realize the Services within the agreed period, to the extent reasonably expected of it.

4. If working days are mentioned, this excludes recognized national holidays and weekends.
5. Customer has independent responsibility for the management, use, and maintenance of the items made and/or delivered by Exbox.
6. If Exbox has indicated that the work is ready for delivery and Customer does not inspect the work within a reasonable period, and whether or not conditionally accepts it or puts it into use, processes it, or has it processed, Customer is deemed to have tacitly accepted the work. Minor defects that can be repaired during the maintenance period are not a reason for not accepting the delivered work if this does not hinder the use. After acceptance, the work is considered to be delivered.
7. After delivery, the work is at the risk of Customer. Therefore, Customer remains obliged to pay the price, regardless of the destruction or deterioration of the work due to a cause that cannot be attributed to Exbox.
8. Exbox is not liable for defects that Customer should reasonably have discovered at the time of delivery, except in cases of intent or conscious recklessness by Exbox.
9. Customer is obliged to accept the items at the time they are made available to Customer according to the Agreement, even if they are offered earlier or later than agreed.
10. If Customer refuses acceptance or is negligent in providing information or instructions necessary for delivery, Exbox is entitled to store the items at Customer's expense and risk.
11. If the Products are delivered by Exbox or an external carrier, Exbox is entitled to charge delivery costs. These will then be invoiced separately unless expressly agreed otherwise.
12. If Exbox requires data from Customer for the execution of the Agreement, the delivery period only commences after Customer has provided Exbox with all necessary data for the execution.
13. If Exbox has specified a delivery period, this is indicative.
14. Exbox is entitled to deliver the items in parts, unless otherwise agreed in the Agreement or unless partial delivery has no independent value. Exbox is entitled to invoice the delivered items separately.
15. Customer is aware that the Product is manufactured industrially, which may result in deviations from the design. Customer accepts the Product "AS IS".

Article 10 - Packaging and Transport

1. Exbox undertakes towards Customer to properly package the items to be delivered and to secure them in such a way that they reach their destination in good condition under normal use. Unless otherwise agreed in writing, all deliveries shall include value-added tax (VAT), packaging and packaging materials, and mandatory disposal fees.
2. Acceptance of items without any comments on the consignment note or receipt constitutes evidence that the packaging was in good condition at the time of delivery. Delivery of the Product takes place on the ground floor of the Customer's address. Any vertical transport is at the expense and risk of the Customer.

3. Upon delivery, Customer is obliged to inspect the delivered goods at the time of delivery, but in any case within 14 (calendar) days after receipt of the goods, but only to the extent necessary to determine whether they retain the Product. Customer should examine whether the quality and quantity of the delivered goods correspond to the Agreement and whether the Products meet the requirements applicable in normal (commercial) transactions.
4. Any visible defects or shortages must be reported to Exbox in writing immediately after delivery at Berend.Smit@Exbox.nl. Customer has a period of 2 days after delivery to do so.
5. Returns are excluded for customized items unless expressly agreed otherwise. If Customer fails to fulfill these obligations, or does so incompletely, Exbox is entitled to offset the costs of repair and cleaning against any remaining purchase price to be credited to Customer;
6. Exbox is entitled to initiate an investigation into the authenticity and condition of the returned Products before any refund is made.
7. In the event of incomplete delivery, and/or if one or more Products are missing, and this is attributable to Exbox, Exbox will, upon request from Customer, either send the missing Product(s) or cancel the remaining order. The acknowledgment of receipt of the Products is decisive in this regard. Any damages suffered by Customer as a result of the (deviating) scope of the delivery cannot be claimed against Exbox.

Article 11 - Additional and Reduced Work and Changes

1. If during the execution of the installation it becomes apparent that the Agreement needs to be adjusted and/or supplemented, or additional work is necessary (at the request of the Customer) to achieve the desired result of the Customer, the Customer is obliged to compensate for these additional works according to the agreed (hourly) rate, and additional material costs. Exbox is not obligated to comply with this request and may require the Customer to enter into an additional Agreement for this purpose.
2. If a fixed price has been agreed upon for the work, Exbox will inform the Customer about the additional costs or financial consequences of the additional work.
3. If and insofar as a fixed price has been agreed upon for certain work, and the performance of that work leads to additional work that cannot reasonably be deemed to be included in the fixed price, or the price needs to be increased due to incorrect data provided by the Customer which are important for the price determination (unless Exbox should have discovered the inaccuracy of the data before determining the price), Exbox is entitled to charge these costs to the Customer after consultation with the Customer. If the Customer, or an authorized representative of the Customer, is not present at the location, Exbox is entitled to either suspend its work or carry out the work it deems necessary in its professional opinion, and these costs shall be borne by the Customer.
4. In the case of hidden defects or unforeseen circumstances, Exbox is entitled to charge additional costs for these circumstances if they lead to additional work.
5. Price changes as a result of changing the Agreement, or based on laws and regulations, shall be compensated by the Customer.

Article 12 - Prices and Payment

1. During the validity period of the Offer, the prices of the offered Products or Services will not be increased, except in the case of changes in VAT rates.
2. The prices stated in the Offer are exclusive of VAT, unless expressly stated otherwise.
3. The prices as mentioned in the Offer are based on the cost factors applicable at the time of concluding the Agreement, such as import and export duties, freight and unloading costs, insurance, and any levies and taxes.
4. If there are price fluctuations on the financial market for Products or raw materials over which Exbox has no influence, Exbox may offer these Products at variable prices. The Offer will specify that the prices are indicative and subject to fluctuations.
5. The Customer cannot derive any rights or expectations from a previously provided budget, unless expressly agreed otherwise. If the stated price is an indicative price, this indicative price may be adjusted during the execution of the Agreement unless Exbox has warned the Customer of the likelihood of further exceeding the price as soon as possible and has given the Customer the opportunity to limit or simplify the work. Exbox will, within reasonable limits, cooperate with the limitation or simplification. This also applies if the price depends on the estimated duration for the execution of the work.
6. If circumstances arise between the date of concluding the Agreement (or quotation) and its execution for Exbox, resulting in cost increases due to legislation and regulations, price changes by third parties or suppliers engaged by Exbox, or changes in the prices of necessary semi-finished products, materials, parts, or currency fluctuations, import and export duties (both domestically and internationally), shipping and/or delivery costs, wages, employer contributions, and/or (social) premiums, Exbox is entitled to increase the agreed price or fee accordingly and to charge it to the Customer.
7. The Customer is obliged to pay the agreed deposit within the specified period before Exbox begins the execution of the Agreement. In any case, the Customer is obliged to reimburse the costs for materials in advance. The remaining amount must be paid one week before shipping and/or delivery of Products via an invoice.
8. The Customer must pay these costs in full without suspension, deduction, and/or set-off to the account number and details provided by Exbox. The Customer may only agree to a further period for payment of the amount due after explicit and written consent from Exbox.

Article 13 - Collection Policy

1. If the Customer fails to meet its payment obligation and has not fulfilled its obligation within the payment term of a maximum of 14 days, the Customer, being a Company, is in default. The Customer, being a Consumer, will first receive a written reminder with a period of 14 days from the date of the reminder to fulfill the payment obligation, including a statement of the extrajudicial costs if the Consumer does not fulfill his obligations within that period, before he defaults.
2. From the date the Customer is in default, Exbox will, without further notice of default, claim statutory (commercial) interest from the first day of default until full payment, and compensation for extrajudicial costs in accordance with Article 6:96 of the Dutch Civil Code, calculated according to the scale from the Decree on compensation for extrajudicial collection costs of July 1, 2012.
3. If Exbox has incurred additional or higher costs that are reasonably necessary, these costs are eligible for reimbursement. The judicial and execution costs incurred are also borne by the Customer.

Article 14 - Retention of Title

1. All goods delivered by Exbox remain the property of Exbox until the Customer has fulfilled all subsequent obligations arising from all agreements concluded with Exbox.
2. The Customer is not authorized to pledge the goods falling under the retention of title, nor to encumber them in any other way, as long as the ownership has not yet fully passed to the Customer.
3. If third parties seize the goods delivered under retention of title or wish to establish or assert rights thereto, the Customer is obliged to inform Exbox thereof as soon as can reasonably be expected.
4. In the event that Exbox wishes to exercise its rights as indicated in this article, the Customer already now unconditionally and irrevocably grants permission and authorization to Exbox or third parties designated by it to enter all those places where Exbox's properties are located and to take back those goods.
5. Exbox has the right to retain the Products purchased by the Customer if the Customer has not (fully) fulfilled its payment obligations, despite an obligation to transfer or hand over the Products to Exbox. After the Customer has fulfilled its obligations, Exbox will make reasonable efforts to deliver the purchased Products to the Customer as soon as possible, but no later than within 20 working days.
6. Costs and other (consequential) damages resulting from the retention of the purchased Products are for the account and risk of the Customer and will be reimbursed to Exbox upon first request by the Customer.

Article 15 - Warranty

1. Exbox ensures that the Products comply with the Agreement, the specifications stated in the offer, usability and/or soundness, and the legal rules/regulations at the time of the conclusion of the Agreement. However, this does not apply if the goods to be delivered are intended for use abroad and the Customer has expressly notified Exbox of this intended use in writing at the time of entering into the Agreement.
2. Any warranty is explicitly agreed upon in writing. Warranties on equipment never extend beyond what is provided by the manufacturer or what is explicitly agreed upon. The warranty period for products is 2 years and falls under the responsibility of the manufacturer/producer. Exbox is only responsible for ensuring that the Product possesses the properties that the Customer may reasonably expect. The warranty period for cabinets is also 2 years.
3. Exbox carries out the work in accordance with the industry's prevailing standards. If any warranty has been given, it is limited to what has been expressly and in writing agreed upon and only to the extent that the warranty has been received from the suppliers. During the warranty period, Exbox guarantees a sound and customary quality of the delivered. Exbox is never responsible for the installation of Products.
4. The Customer can only invoke the warranty given by Exbox if the Customer has fully met its payment obligations.
5. If the Customer rightfully invokes an agreed-upon warranty, Exbox is obliged to carry out cost-free repair or replacement of the delivered. If there is any additional damage, the provisions of liability in these general terms and conditions apply.
6. The warranty expires:
 - (i) once the warranty period has expired or the warranty obligation has lapsed.
 - (ii) while the Customer is in default towards Exbox;
 - (iii) if the Customer has performed repair and/or installation work itself, or has had this done by third parties;
 - (iv) in the event of exposure to abnormal conditions and use contrary to the instructions for use;
 - (v) if the Customer has used other Products than those prescribed by Exbox and/or the manufacturer;
 - (vi) above-average wear or wear due to exceptional use.

Article 16 - Suspension and Termination

1. Exbox is authorized to suspend the performance of its obligations or to terminate the Agreement if the Customer fails to fulfill its (payment) obligations under the Agreement, either in whole or in part.
2. Furthermore, Exbox is authorized to terminate the existing Agreement between it and the Customer, to the extent that it has not yet been executed, without judicial intervention if the Customer fails, in a timely or proper manner, to fulfill the obligations arising from any agreement concluded with Exbox.
3. Additionally, Exbox is authorized to terminate the Agreement without prior notice if circumstances arise that are of such a nature that the performance of the Agreement becomes impossible or can no longer be demanded according to standards of reasonableness and fairness, or if circumstances arise otherwise that are of such a nature that the unaltered maintenance of the Agreement cannot reasonably be expected.
4. If the Agreement is terminated, Exbox's claims against the Customer become immediately due and payable. If Exbox suspends the performance of its obligations, it retains its rights under the law and the Agreement.
5. Exbox always retains the right to claim damages.

Article 17 - Limitation of Liability

1. If the performance of the Agreement by Exbox results in liability towards the Customer or third parties, that liability is limited to the costs charged by Exbox in connection with the Agreement, unless the damage is caused by intent or gross negligence.
2. Exbox is not liable for consequential damages, loss of profit, loss of earnings, missed savings, and damages resulting from the use of the delivered Products. For Consumers, a limitation applies in accordance with what is permitted under Article 7:24 paragraph 2 of the Dutch Civil Code.
3. Exbox is not liable for and/or obligated to repair damage caused by the use of the Product. Exbox provides strict maintenance and usage instructions that must be followed by the Customer. All damage to Products resulting from wearing and use is expressly excluded from liability (including wear and tear, usage damage, impact damage, light and water damage, theft, loss, etc.).
4. In the case of dimensions, Exbox is not liable for consequential damages, including ordering the wrong materials and/or errors in materials, or taking (incorrect) measurements.
5. If the (consequences of) defective execution of the work are due to defects or unsuitability of items originating from the Customer, the consequences are borne by the Customer, unless Exbox has breached its duty to warn or otherwise failed in expertise or care with regard to these defects. Exbox is also not liable for the premature use of all or part of the work by the Customer.
6. The Customer is liable for damage to the work resulting from work performed by her or on her behalf by third parties or deliveries made by her. Damage resulting from the use of materials prescribed by the Customer and/or the execution of a design originating from the Customer is entirely at the expense and risk of the Customer.

7. All claims by the Customer due to shortcomings on the part of Exbox expire if they have not been reported to Exbox in writing and with reasons within one year after the Customer was aware or could reasonably have been aware of the facts on which she bases her claims. All claims by the Customer expire in any case one year after the termination of the Agreement.

Article 18 - Indemnification for Accuracy of Information

1. The Customer is responsible for the accuracy, reliability, and completeness of all data, information, documents, and/or records provided to Exbox in the context of an Agreement. Even if this data originates from third parties, the Customer is responsible for it. If Exbox is aware of, or reasonably should have known about inaccuracies in the assignment, including errors or defects in the plans, drawings, calculations, specifications, or execution instructions provided by the Customer, Exbox is obliged to warn the Customer accordingly.

2. The Customer indemnifies Exbox from any liability arising from the non-performance or late performance of the obligations under the previous paragraph.

3. The Customer indemnifies Exbox against claims from third parties regarding intellectual property rights to the data and information provided by the Customer, which may be used in the execution of the Agreement.

4. The Customer is responsible for obtaining all necessary (building) permits. The Customer indemnifies Exbox against all claims resulting from the absence of (building) permits.

5. If the Customer provides electronic files, software, or data carriers to Exbox, the Customer guarantees that they are free from viruses and defects.

6. The Customer also indemnifies Exbox against all damages, fines, (administrative) penalties, claims, and other government measures.

Article 19 - Force Majeure

1. Exbox shall not be liable if it is unable to fulfill its obligations under the Agreement due to a force majeure situation, nor shall it be obliged to fulfill any obligation if it is hindered from doing so as a result of a circumstance that is not attributable to its fault and is not for its account under the law, legal act, or prevailing opinions in society.

2. Force majeure includes, but is not limited to, what is understood in the law and jurisprudence, (i) force majeure of Exbox's suppliers, (ii) failure by suppliers prescribed or recommended by the Customer to Exbox to fulfill their obligations properly, (iii) defects in goods, equipment, software, or materials of third parties, (iv) government measures, (v) power failure, (vi) disruption of internet, data network, and telecommunication facilities (for example, due to cybercrime and hacking), (vii) natural disasters, (viii) war and terrorist attacks, (ix) general transportation problems, and (x) other situations that, in the opinion of Exbox, are beyond its control and temporarily or permanently prevent the fulfillment of its obligations.

3. Exbox is entitled to invoke force majeure if the circumstance that prevents (further) performance occurs after Exbox should have fulfilled its obligation.

4. During the period in which the force majeure continues, the parties may suspend the obligations under the Agreement. If this period lasts longer than two months, each party is entitled to terminate the Agreement, without obligation to compensate damages to the other party.

5. Insofar as Exbox has partially fulfilled its obligations under the Agreement at the time of the occurrence of force majeure, or will be able to fulfill them, and the fulfilled or fulfillable part has independent value, Exbox is entitled to invoice the fulfilled or fulfillable part separately. The Customer is obliged to pay this invoice as if it were a separate Agreement.

Article 20 - Transfer of Risk

The risk of loss or damage to the Products that are the subject of the sales agreement passes to the Customer being a Business at the moment when the goods leave the warehouse of Exbox. For Consumers, the aforementioned risk passes to the Customer when the Products are placed in the possession of the Customer. This occurs when the Products are delivered to the delivery address of the Customer.

Article 21 - Intellectual Property Rights

1. All intellectual property rights and copyrights of Exbox exclusively belong to Exbox and are not transferred to the Customer.

2. It is prohibited for the Customer to disclose and/or reproduce, modify, or make available to third parties any documents on which the intellectual property rights and copyrights of Exbox and/or the respective manufacturer and/or supplier rest, without the express prior written consent of Exbox. If the Customer wishes to make changes to goods supplied by Exbox, Exbox must explicitly agree to the proposed changes.

3. The Customer is prohibited from using the Products on which the intellectual property rights of Exbox rest other than as agreed upon in the Agreement.

Article 22 - Confidentiality

1. Exbox and the Customer undertake to maintain confidentiality regarding all confidential information obtained in the context of an assignment. The confidentiality arises from the assignment and must also be assumed if it can reasonably be expected that the information is confidential. The obligation of confidentiality does not apply if the information concerned is already public/general knowledge, the information is not confidential, and/or the information was not disclosed by the Customer to Exbox during the Agreement and/or obtained by Exbox in any other way.

2. If Exbox is obliged under a legal provision or a judicial decision to disclose the confidential information to a third party designated by law or competent court or otherwise and Exbox cannot invoke a right to refuse to testify, Exbox is not obliged to pay any compensation and this does not give the Customer grounds for terminating the Agreement.

Article 23 - Privacy, Data Processing, and Security

1. Exbox handles the (personal) data of the Customer and visitors to the website(s) with care. Upon request, Exbox will inform the data subject about this.
2. If Exbox is required under the Agreement to provide information security, such security shall meet the agreed specifications and a level of security that, considering the state of the art, the sensitivity of the data, and the associated costs, is not unreasonable.

Article 24 - Complaints

1. If the Customer is not satisfied with Exbox's Products and/or has complaints about the (execution of the) Agreement, the Customer is obliged to report these complaints as soon as possible, but no later than 5 working days after the event that led to the complaint. Complaints can be reported in writing with the subject "Complaint".
2. The complaint must be sufficiently substantiated and/or explained by the Customer for Exbox to consider the complaint.
3. Exbox will respond to the complaint in substance as soon as possible, but no later than 21 calendar days after receiving the complaint.
4. The parties will try to reach a solution together. If the complaint is found to be justified, Exbox will proceed, in consultation with the Customer, to free replacement of the same or similar product.

Article 25 - Applicable Law

1. Dutch law applies to every Agreement between Exbox and the Customer. The applicability of the (CISG) Vienna Sales Convention is expressly excluded.
2. In case of interpretation of the content and scope of these general terms and conditions, the Dutch text shall always prevail. Exbox has the right to unilaterally amend these general terms and conditions.
3. All disputes arising out of or in connection with the Agreement between Exbox and the Customer shall be settled by the competent court in Oost-Brabant, unless provisions of mandatory law lead to the jurisdiction of another court.

Eindhoven, April 23, 2024