



General terms and conditions of DT-69

CHAPTER I GENERAL TERMS AND CONDITIONS

Article 1. Applicability

1. These terms and conditions apply to all quotations, offers and agreements of Gebr. Van der Steen B.V., also trading under the name of DT-69, Dutch Tribute 1969, Gebr. Van der Steen and Van der Steen Antiquairs, established in Beneden-Leeuwen, registered with the trade register of the Chamber of Commerce under number 67387268, unless expressly agreed otherwise In Writing.
2. Chapter I applies to all quotations, offers and agreements of Gebr. Van der Steen B.V., also trading under the name DT-69, Dutch Tribute 1969, Gebr. Van der Steen and Van der Steen Antiquairs, irrespective of whether these quotations, offers or agreements are concluded online or offline.
3. DT-69 is entitled to amend and/or supplement the terms and conditions (in the interim). If a Consumer does not accept an amendment, the Consumer must notify DT-69 In Writing within 30 days of publication. DT-69 may then reconsider the amendment. If DT-69 does not withdraw the amendment, the Consumer may terminate the Agreement by the date on which the new terms and conditions become effective.
4. DT-69 may not at all times require strict compliance with the terms and conditions. This does not mean that the provisions do not apply or that DT-69 loses the right to require compliance with the terms and conditions in other cases.
5. If any provision of these terms and conditions is void or annulled, the remaining provisions will remain in full force and effect. In addition, the void or annulled provision will be replaced by a new provision, in which the purpose and meaning of the void or annulled provision is observed as much as possible.
6. The applicability of any terms and conditions of the Customer is expressly excluded.
7. If, in his order, confirmation or communication containing acceptance, the Customer includes provisions or conditions that differ from or are not included in the General Terms and Conditions, these are binding on DT-69 only if and insofar as these have been expressly accepted In Writing by DT-69.
8. In case specific product or promotional terms and conditions apply in addition to these General Terms and Conditions, those terms and conditions shall also apply.

Article 2. Definitions

In these Terms and Conditions, the terms below are defined as follows:

1. DT-69: the private company Gebr. Van der Steen B.V., also trading under the names DT-69, Dutch Tribute 1969, Gebr. Van der Steen and Van der Steen Antiquairs, established in (6658 EJ) Beneden-Leeuwen at the address Beatrixstraat 39a and registered with the Chamber of Commerce under registration number 67387268.
2. Customer: the customer who, whether or not acting in the performance of a profession or business, enters into an Agreement with DT-69 and/or has registered on the Website.

3. Consumer: a Customer not acting in the performance of a profession or business.
4. Parties: DT-69 and the Customer jointly.
5. Agreement: any arrangement or agreement, whether made/concluded offline or online, between DT-69 and the Customer, which agreement the General Terms and Conditions form an integral part of.
6. Item/Items: all items delivered by DT-69 to the Customer under the Agreement, such as tables, cabinets, table posts, seating, antiques and other furniture and accessories.
7. Work: the creation of the Item/Items ordered by the Customer, consisting among other things of the production and customisation of the Item/Items in accordance with the Agreement/quotation.
8. Written/In Writing: communication by letter or e-mail.
9. Website: DT-69's website, accessible via www.dt-69.co.uk and all associated subdomains.
10. General Terms and Conditions: the present general terms and conditions published on the Website and filed with the Chamber of Commerce under registration number 67387268.
11. Capitalised terms, whether singular or plural, shall have the meanings set out in this article.

Article 3. Offers and Agreement

1. All offers made by DT-69 are non-binding and valid for 1 month, unless otherwise specified in the quotation. If the Customer agrees to the offer, DT-69 has the right to withdraw the offer within 3 working days up receipt of acceptance.
2. An offer shall have been cancelled if the Item/Items which the offer relate(s) to is/are meanwhile no longer available.
3. Should DT-69's quotation contain an error, the Customer cannot hold DT-69 to this error if the Customer was or could be aware that the mistake was due to a clerical error.
4. The title to the contents of all quotation documents - such as drawings, designs, illustrations, descriptions or specifications - remain vested with DT-69. In addition, the quotation documents - for example with regard to dimensions, properties and capacities - are as accurate as possible but not binding.
5. If acceptance, whether or not on minor points, deviates from the offer included in the quotation, DT-69 shall not be bound by it. The Agreement will in that case not be established in accordance with this deviating acceptance, unless DT-69 indicates otherwise in writing.
6. If an offer consists of a composite quotation, DT-69 cannot be obliged to perform part of the quotation at part of the price specified in the quotation.
7. The Agreement comes into effect when DT-69 and the Customer have signed the offer/agreement or the Customer has agreed to DT-69's offer. The Agreement is also deemed to be established from the moment DT-69 commences performance of the Agreement without objections from the Customer.
8. If an order is given by two or more persons, they shall be jointly and severally liable and DT-69 shall be entitled to compliance in respect of each of them with respect to the entire performance.
9. Within the legal confines, DT-69 may investigate whether the Customer is able to fulfil his payment



General terms and conditions of DT-69

obligations, as well as all facts and factors that are relevant to a responsible conclusion of the Agreement. If, pursuant to this investigation, DT-69 has valid reasons not to enter into the Agreement, it is entitled to refuse a request or to subject the performance to special conditions, such as advance payment.

Article 4. DT-69's website

1. An offer on the Website expires if an Item to which the offer is related is no longer available in the meantime.
2. All prices stated on the Website and on other materials of DT-69 are inclusive of VAT and exclusive of other government levies, unless otherwise stated on the Website. In the event of cross-border delivery of Items, DT-69 will charge VAT and other government levies in accordance with the applicable (international) laws and regulations.
3. All information, data and prices on the Website are subject to price changes, availability of material and typographical errors or mistakes.
4. Shipping/travel costs shall be borne by the Customer, unless otherwise indicated on the Website. The amount of the costs will be communicated to the Customer. The amount of the costs depends on the location and the Item to be delivered.
5. The content of the Website has been compiled with all due care. However, DT-69 cannot guarantee that all information on the Website is at all times accurate and complete. All prices and other information on the Website and on other materials originating from DT-69 are therefore subject to manifest programming and typing errors.
6. DT-69 cannot be held responsible for (colour) deviations due to screen quality.
7. The photos shown on the Website may contain some colour variations compared to the original furniture, which DT-69 cannot be held responsible for.
8. DT-69 makes every effort to keep the Website functioning properly and continuously accessible, which, however, cannot be guaranteed by DT-69. DT-69 relies on the Customer's understanding during any breakdowns or maintenance of the Website. In any event, the Customer cannot hold DT-69 liable for damage suffered by the Customer due to the inaccessibility of DT-69's Website.

Article 5. Customer's obligations

1. The Customer shall provide DT-69 with all data and/or information required by DT-69 in a timely and complete manner. The Customer guarantees the accuracy, completeness and reliability of such data and/or information.
2. If any facts or circumstances occur that the Customer knows or could know are relevant to the performance of the agreement, the Customer shall inform DT-69 of those facts and circumstances.
3. If DT-69 has to deliver the Case/Business at a location specified by the Customer, the Customer shall:
 - a. provide DT-69 access to such place(s) at the pre-announced working hours;
 - b. ensure that the location is such that the risk of damage - in any form and by any means - is minimised where possible;

DT-69 is moreover entitled to charge additional costs for delivery of the Item(s). The amount of these costs depends on the location and the Item to be delivered.

4. If the Customer fails to comply with the obligations set out in paragraphs 1 to 3 and this results in additional costs and work for DT-69 or otherwise causes damage, the Customer is obliged to reimburse DT-69 for those costs, additional work and damage.

Article 6. Implementation of the Agreement

1. DT-69 shall perform the Agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship on the basis of an obligation to perform.
2. If a delivery period has been agreed for the performance of certain work or the delivery of certain products, this does not constitute a deadline. If a period is exceeded, the Customer must give DT-69 written notice of default. This means that the Customer must give DT-69 a reasonable period (at least 14 days) to still fulfil its obligations.
3. DT-69 is entitled to have certain work or deliveries carried out by third parties.
4. DT-69 shall determine how and by which person the work and/or deliveries are to be carried out.
5. In the event that DT-69 exceeds a delivery deadline, this shall not entitle the Customer to any compensation.

Article 7. Amendments to the Agreement

1. The Customer may request DT-69 to amend the Agreement. DT-69 is not obliged to comply with a request to amend the Agreement until DT-69 has agreed to the Customer's request. DT-69 may refuse to comply with such a request or enter into negotiations at any time.

If DT-69 has agreed to amend the Agreement at the Customer's request, DT-69 is entitled to charge additional costs. DT-69 shall as far as possible notify the Customer in advance of the costs involved.
2. The absence of a Written order from the Customer regarding the amendment to the Agreement shall not affect DT-69's claims for payment.

Article 8. Delivery of Items and complaints

1. DT-69 is entitled to deliver Items in parts and to invoice the parts delivered separately.
2. Delivery of the Item(s) shall take place and the risk for the Items shall pass to the Customer from the moment DT-69 provides the Items at DT-69's premises for collection (according to Incoterms 2020: Ex Works), unless the Parties agree otherwise in Writing.
3. The Customer is obliged to collect an Item from DT-69 on the agreed date. If the Customer fails to do so, DT-69 is entitled to store the Item at the Customer's risk. The associated costs - including storage costs - shall be borne by the Customer.
4. If, contrary to paragraph 3 of this article, the Parties agree that DT-69 will deliver the Items to an address specified by the Customer, the Customer is obliged to take delivery of the Items at the time they are delivered to the address specified by the Customer. If the Customer refuses to take delivery or is not present, DT-69 is entitled to store the Items at the Customer's risk. The associated costs - including transport and storage costs - shall be borne by the Customer.



General terms and conditions of DT-69

5. The Customer shall examine the delivered Item immediately upon delivery. In doing so, the Customer must examine whether the quality and/or quantity of the delivered Item corresponds to the agreements made. The Customer must report any defects in Writing to DT-69 within 7 days of delivery. A report must contain the most details description of the defect as possible, so that DT-69 is able to respond adequately.
6. If the Customer files a complaint in time, this does not suspend his payment obligation.
7. Minor deviations in quality, hardness, dimensions, thickness and colour of an Item shall not constitute a reason for rejection of the Item. Deviations that do not reasonably have any or only a minor influence on the utility value of an Item shall always be deemed deviations of minor importance.
8. If DT-69 finds that a complaint was submitted on time and justified, DT-69 shall - at DT-69's discretion - replace, repair or pay compensation to the Customer for the defective Item of up to the amount paid by the Customer for that particular part of the Agreement. In the event of replacement, the Customer is obliged to return the Items to be replaced to DT-69 at its own expense and risk and transfer ownership thereof to DT-69, unless DT-69 indicates otherwise.
9. If DT-69 assesses a complaint to be invalid, the costs incurred - including the investigation costs - on DT-69's part will be borne by the Customer.

Article 9. Prices and payment

1. The prices stated in an offer are displayed including VAT, however, excluding travel costs, shipping costs and other costs to be incurred with respect to the Agreement, unless otherwise agreed in writing. In case of cross-border delivery of Items, DT-69 may either or not charge VAT and other government levies in accordance with the applicable (international) laws and regulations.
2. If upon the conclusion of the agreement, yet before the order is fully executed, prices in respect of raw materials, wages or materials change, DT-69 is entitled to adjust the agreed rate accordingly without the Customer being able to terminate the agreement. If the Customer is a Consumer, the Consumer does have the right to terminate the agreement after such adjustment.
3. DT-69 is authorised to increase agreed prices without the Customer being able to terminate the Agreement if the price increase results from an authorisation or an obligation under any laws or regulations.
4. If the Agreement is concluded at DT-69's premises, the Customer may pay the amount due to DT-69 directly (electronically) at the conclusion of the Agreement or on account. DT-69 is at all times entitled to refuse payment by invoice.
5. If the Agreement is concluded online, DT-69 is entitled - even if not stated in an offer or Agreement - to require an advance payment from the Customer prior to the performance of the Agreement, which advance payment shall not exceed 50% of the total amount due. Unless the parties have agreed otherwise in Writing - the Customer is in any case obliged to pay the total amount due before delivery of the Item/Items.
6. When the Customer comes to collect the Item/Items at DT-69's premises, DT-69 may claim full payment of the

- agreed price before DT-69 proceeds to deliver the Item.
7. Unless otherwise stipulated in the Agreement, the Customer shall pay each invoice within 14 days from the invoice date.
8. If the Customer has not paid in full within the payment period mentioned in paragraph 5, the Customer shall be in default by operation of law. In that case, the Customer must pay DT-69 the statutory collection costs and interest. In addition, all costs, both judicial and extrajudicial, which DT-69 must incur to collect any amount that the Customer has wrongly failed to pay, shall be borne by the Customer.
9. If the Customer is a Consumer and the Consumer has failed to pay in full within the payment period mentioned in paragraph 5, DT-69 shall give the Consumer another opportunity to fulfil his payment obligation within a period of 14 days (notice of default). If the Consumer then again fails to pay the amount due, the Consumer shall be in default. In that case, the Consumer must pay the statutory collection charges and interest to DT-69. In addition, all costs, both judicial and extrajudicial, which DT-69 needs to incur for the collection of any amount that the Consumer has wrongly failed to pay, shall be borne by the Consumer.
10. DT-69 is entitled to first deduct payments made by the Customer from the costs, then from the accrued interest and finally from the principal sum and current interest.
11. If the Customer's financial position or payment conduct - in DT-69's opinion - gives cause thereto, DT-69 shall be entitled to demand (additional) security from the Customer in a form to be determined by DT-69.
12. Objections to (the amount of) an invoice must be reported In Writing to DT-69 within 7 days of the invoice date. Each report must contain the most detailed description of the defect possible, to enable DT-69 to respond adequately. Objections to (the amount of) an invoice do not suspend the Customer's payment obligation(s).

Article 10. Intellectual property

1. DT-69 is entitled to industrial and intellectual property rights in respect of content and form of designs, drawings, constructions, descriptions, advice and so on.
2. The exercise of the rights referred to in the previous paragraph - including disclosure - is expressly and exclusively reserved to DT-69 both during and after the performance of the agreement, subject to DT-69's express written consent to the Customer.
3. In case of non-compliance or infringement of the provisions of paragraphs 1 and/or 2 of this article, the Customer shall be liable to pay DT-69 an immediately payable penalty of € 10,000 for each infringement, increased by € 1,000 for each day (including a part of the day) on which such infringement continues. DT-69 need not prove any damage or loss with respect to this. In lieu of the foregoing, DT-69 is entitled to claim damages.
4. DT-69 is entitled to use the knowledge gained by it through the performance of an agreement for other purposes as well, to the extent that this does not involve any



General terms and conditions of DT-69

strictly confidential information of the Customer being disclosed to third parties.

Article 11. Retention of title

1. All products delivered by DT-69 under the agreement are delivered under retention of title. This means that the title to the products delivered shall remain vested with DT-69 until the Customer has fulfilled all his (payment) obligations under the agreement as well as related (collection) costs and interest in full.
2. The Customer may not resell, pledge or otherwise encumber the products delivered under retention of title.
3. The Customer must at all times do everything that can reasonably be expected of him to secure DT-69's property rights.
4. If third parties seize the products delivered under retention of title or wish to establish or assert other rights to them, the Customer is obliged to inform DT-69 immediately.
5. If DT-69 wishes to exercise its property rights referred to in this article, the Customer shall in advance give DT-69 unconditional and irrevocable permission to enter all those places where DT-69's property is located and to take back those products.

Article 12. Guarantee

1. With respect to the products delivered with a manufacturer's, importer's or wholesaler's guarantee, only the guarantee provisions laid down by these suppliers apply. DT-69 guarantees the usual normal quality and soundness of any Items delivered during the guarantee period. DT-69 shall, if the Customer is justified in relying on a manufacturer's, importer's or wholesale guarantee - at DT-69's discretion - provide an appropriate solution in the form of repair, replacement or reimbursement of a maximum of the amount paid by the Customer for the relevant part of the Agreement. The foregoing also applies if the Customer is a Consumer and rightly invokes the statutory guarantee.
2. Iron and wood are natural products with a certain warping and product properties. Consequences of the warping of iron and wood are not covered by the guarantee scheme.
3. Storm damage and other non-manufacture-related damage is not covered by the guarantee.
4. Any form of guarantee is voided as a result of:
 - a. failure to comply with the operating instructions and/or (other) manuals of an Item;
 - b. failure to comply with or follow instructions from DT-69 in relation to an Item;
 - c. repair or maintenance of an Item by anyone other than DT-69;
 - d. improper maintenance of an Item;
 - e. unprofessional or negligent use of an Item;
 - f. wear and tear caused by normal use of an Item;
 - g. placement, adaptation and/or processing of an Item by anyone other than DT-69;
 - h. use of an Item for a purpose other than the purpose for which the Item is intended;
 - i. accessories on an Item not fitted by DT-69;
 - j. circumstances beyond DT-69's control such as weather conditions and temperature changes.

5. DT-69 informs the Customer to the best of its ability about the Item delivered. However, providing information about the characteristics of the Item or technical data does not mean that DT-69 gives any guarantee about the Item.
6. DT-69 does not provide any guarantee to the suitability for the purposes proposed by the Customer, and DT-69 bears no liability unless it has expressly confirmed the suitability for a specific purpose in Writing. The Customer is obliged to investigate the suitability of the Item for its specific purposes by himself. Any liability for any damage that may arise from or as a result of the use of the Item is excluded.

Article 13. Suspension and rescission

1. In addition to its statutory power of rescission and suspension, DT-69 is entitled to rescind the agreement and/or suspend performance of the agreement with immediate effect if any of the following events occur:
 - a. the Customer fails to fulfil the obligations under the agreement in full or in time;
 - b. DT-69 has become aware of information after the agreement was concluded giving valid reasons to fear that the Customer will not fulfil his obligations;
 - c. the Customer dies;
 - d. a request for granting a (provisional) moratorium has been filed by the Customer;
 - e. the Customer has been declared bankrupt or a petition for bankruptcy has been filed;
 - f. an attachment has been levied against the Customer;
 - g. a decision to dissolve and/or liquidate the Customer has been made;
 - h. the Customer is placed under legal restraint or administration;
 - i. the Customer otherwise loses the power of disposal or legal capacity in respect of his assets or parts thereof.The Customer is obliged to immediately notify DT-69 of the occurrence of an event referred to in points d to i.
2. If DT-69 exercises its right of rescission or suspension, all resulting costs and damages shall be borne by the Customer and all claims of DT-69 shall be immediately due and payable.
3. The Customer waives all rights to rescind the Agreement in whole or in part or to suspend his (payment) obligations in whole or in part. If the Customer is a Consumer, the Consumer shall not waive the right of rescission or suspension.

Article 14. Force majeure

1. DT-69 is not obliged to fulfil an obligation in respect of the Customer if it is prevented from doing so due to force majeure.
2. In these terms and conditions, force majeure includes - in addition to the provisions included in the law and in jurisprudence - all external causes, foreseen or unforeseen, which DT-69 has no control of and which prevent DT-69 from fulfilling its obligations, such as war, riots, epidemics, pandemics, quarantine, terrorism strikes, fire, environmental and water damage, government measures, strikes, disruptions in the supply of energy, operating supplies and public



General terms and conditions of DT-69

- infrastructure, general transport problems, incapacity of staff or contracted third parties, cancellation by third parties, natural disasters, non-performance by third parties and (sub)suppliers and faults in the computer network.
- DT-69 may suspend its obligations under the agreement during the period of force majeure. If this period lasts longer than 2 months, the parties are entitled to dissolve the agreement.
 - If DT-69 has already partially fulfilled or will be able to fulfil its obligations under the agreement at the time when force majeure occurs, DT-69 is entitled to invoice the part already fulfilled or to be fulfilled. The Customer shall be bound by payment of this invoice.

Article 15. Liability

- DT-69 is liable only to the extent provided in this article.
- DT-69's limitations of liability contained in these terms and conditions do not apply if the damage is due to intent or gross negligence of DT-69 and/or its subordinates.
- Delivery of the Items releases DT-69 from all liability for defects that the Customer had already discovered or could reasonably have discovered at the time of delivery.
- DT-69 cannot exert any influence on the ultimate use of the Items delivered. The Customer is therefore solely responsible for the use of the result of the Agreement.
- DT-69 is not liable for damage caused due to force majeure (article 14).
- DT-69 is not liable for damage caused by DT-69's reliance on inaccurate, untimely or incomplete information provided by or on behalf of the Customer.
- DT-69 is not liable for any damage caused by:
 - negligent or incompetent use of Items;
 - wear and tear due to normal use of Items;
 - use of an Item for a purpose other than the purpose for which the Item is intended;
 - improper maintenance of Affairs;
 - repair or maintenance of an Item by anyone other than DT-69;
 - placement, adaptation and/or processing of Items;
 - circumstances beyond DT-69's control such as (extreme) weather conditions and temperature changes;
 - other accessories placed on or attached to an Item not fitted by DT-69;
 - use contrary to the instructions and/or manuals and/or directions for use provided by DT-69.
- DT-69 may only be liable for direct damage caused by an attributable failure to fulfil the obligation(s) arising from the agreement. Direct damage includes:
 - the reasonable costs to determine the cause and extent of the damage, insofar as the determination relates to the damage within the meaning of these terms and conditions;
 - any reasonable costs incurred to make DT-69's defective performance comply with the agreement;
 - reasonable costs incurred to prevent or limit damage, provided that the Customer demonstrates that these costs resulted into

limitation of direct damage as referred to in these terms and conditions.

- DT-69 shall never be liable for indirect damage, including consequential damage, lost profit, savings missed out on and damage due to interruption in business operations.
- DT-69's (cumulative) liability on any legal ground(s) whatsoever is at all times limited to the amount paid under DT-69's liability insurance policy in the relevant case.
- If for any reason no payment is made under the aforementioned insurance, any (cumulative) liability, based on any legal ground(s) whatsoever, shall not result in a sum of money that has to be paid to the Customer which is in excess of the amount invoiced under the part of the Agreement to which the liability is related. The (cumulative) liability is in any case limited to a maximum of € 2,000.
- Any liability of DT-69 is cancelled 6 months from the time the agreement has been terminated by delivery, dissolution or other means.

Article 16. Indemnification

The Customer shall indemnify DT-69 against all third-party claims related to or arising from the legal relationship existing between DT-69 and the Customer.

Article 17. Applicable law and disputes

- Dutch law applies to all legal relationships to which DT-69 is a party, even if an Agreement is fully or partially performed abroad or the Customer is domiciled there.
- The competent court of the district where DT-69 has its registered office has exclusive jurisdiction to hear disputes, unless the law imperatively prescribes otherwise.
- If these General Terms and Conditions are drawn up in another language, the Dutch version shall prevail in case of any ambiguity, imperfection or contradiction in/due to the translation.
- The parties will first try to resolve a dispute by mutual agreement before resorting to the courts.
- The language of communication in any legal proceedings shall be Dutch.



General terms and conditions of DT-69

CHAPTER II ONLINE TERMS AND CONDITIONS OF SALE

This chapter serves as a supplement and/or addition to Chapter I and only applies to Online Sales. 'Online Sales' are referred to in the following situations:

- a. when the Customer uses or places an order through the ordering process on DT-69's Website (webshop); or
- b. when the Customer concludes an Agreement by e-mail/telephone, without visiting DT-69's showroom (remote communication has taken place).

In case of Online Sales and Chapter II deviates from an article or paragraph of Chapter I, the relevant condition of Chapter II prevails. Where Chapter II of these General Terms and Conditions does not provide for a certain subject matter, Chapter I of these General Terms and Conditions shall apply.

Article 18. Offer and Website

1. An offer on the Website expires if an Item to which the offer relates is meanwhile no longer available.
2. All prices stated on the Website and in other materials originating from DT-69 are inclusive of VAT and exclusive of other government levies, unless otherwise stated on the Website. In the event of cross-border delivery of Items, DT-69 will charge VAT and other government levies in accordance with the applicable (international) laws and regulations.
3. Shipping/travel costs shall be borne by the Customer, unless the Website states otherwise. The amount of the costs will be communicated to the Customer. The amount of the costs depends on the location and the Item to be delivered.

Article 19. Conclusion of a webshop agreement

1. The Agreement entered into through the Website's ordering process in the webshop takes effect from the moment of acceptance by the Customer of DT-69's online offer and fulfilment of the relevant conditions set by DT-69. This derogates from article 3 paragraph 7 of these General Terms and Conditions.
2. Once the Agreement has been concluded through the webshop on the Website, the Customer will receive an electronic confirmation.
3. If the Customer proves to have provided inaccurate details, DT-69 is entitled to fulfil its obligation only after the appropriate data have been received.
4. DT-69 may investigate within the legal confines whether the Customer is able to fulfil his payment obligations, as well as all facts and factors that are relevant to a responsible conclusion of the Agreement. If, on the basis of this investigation, DT-69 has valid reasons not to enter into the Agreement, it shall be entitled to refuse an order or request or subject the performance to special conditions, such as prepayment.

Article 20. Order form

1. When the Customer uses or places an order through the ordering process on the Website (webshop) of DT-69, the Customer completes an order form.
2. DT-69 is not liable for the accuracy of the data entered by the Customer on the order form. DT-69 shall be entitled to at all times assume that the information

entered by the Customer on the order form is the appropriate information.

Article 21. Implementation of the Online Sales Agreement

1. DT-69 is entitled to engage third parties in the performance of its obligations under the Online Sales Agreement.
2. Once the order has been received by DT-69, DT-69 will send the Items as soon as possible.
3. DT-69 is entitled to deliver an order containing multiple Items in parts and to invoice the parts delivered separately.
4. If a period has been agreed or stated for the delivery of Items, this shall not constitute a deadline. If a period is exceeded, the Customer must first give DT-69 Written notice of default before DT-69 is in default. This means that the Customer must give DT-69 a reasonable period - at least 14 days - to still fulfil its obligations.
5. Delivery takes place by providing the Items at DT-69's business premises for collection (according to Incoterms 2020: Ex Works), unless stated otherwise on the Website. If the Customer is a Consumer, the Item/Items shall be delivered at the home address provided by the Consumer in accordance with the address he has provided to DT-69 through the Website or by e-mail.
6. The Customer is obliged to accept Items at the time they are provided to him. If the Customer fails to do so, DT-69 is entitled to store the Items at the Customer's expense and risk.
7. If the ordered Item is no longer available and the Customer agrees to this, DT-69 shall be entitled to deliver a similar Item of similar quality.
8. DT-69 shall perform the Agreement to the best of its knowledge and ability and in accordance with the requirements of proper workmanship on the basis of an obligation to perform.
9. In case DT-69 exceeds the set delivery period, this shall not entitle the Customer to any compensation.

Article 22. Right of withdrawal

1. This article applies only to a Customer who is a Consumer and only to an Online Sale. Only the Consumer may therefore exercise the right of withdrawal. In any case, the right of withdrawal does not apply when an Item is custom-made for a Consumer. These Items cannot be returned.
2. The Consumer has the right to dissolve the remotely concluded Online Sales Agreement with DT-69 within 14 days, without stating reasons, free of charge.
3. The period of 14 days mentioned in paragraph 2 of this article starts on the day after the Consumer, or a third party designated by him beforehand, who is not the carrier, has received the Item, or:
 - a. in case the Consumer ordered several Items in the same order: the day on which the Consumer, or a third party designated by him, received the last Item;
 - b. if the delivery of an Item consists of several shipments or parts: the day on which the Consumer, or a third party designated by him, received the last shipment or part;
 - c. in case of Online Sales Agreements for the regular delivery of Items during a certain period:



General terms and conditions of DT-69

the day on which the Consumer, or a third party designated by him, received the first Item.

4. The Consumer shall treat the Item and its packaging with due care during the withdrawal period referred to in paragraph 2 of this article. The Consumer shall only open the packaging and use the Item to the extent necessary to inspect the nature, characteristics and functioning of the Item. This is based on the notion that such inspection does not exceed the inspection that the Consumer would apply in a physical shop.
If the Consumer handles the Item in violation of paragraph 4 of this article or otherwise damages the Item, the Consumer shall be liable for the resulting depreciation in value.
6. The Consumer may dissolve the Online Sales Agreement within the period set in paragraph 2 of this article by notifying DT-69 by e-mail to info@dt-69.nl, stating the order number, confirming that he/she wishes to cancel the purchase. After dissolution, the Consumer still has 14 days - after the aforementioned notification - to return the Item to DT-69. The Item must be returned to DT-69 undamaged and properly packaged in its original packaging.
7. The shipping costs and risk for returning Items shall be borne by the Consumer. If required by the Consumer, return transport can be organised by DT-69. In that case, the transport costs will be offset against the amount to be refunded.
8. Items may be returned to:
DT-69
Beatrix Street 39A
6658 EJ Beneden-Leeuwen (Netherlands)
9. Amounts already paid by the Consumer (in advance) will be refunded to the Consumer as soon as possible, at the latest within 14 days after dissolution of the Agreement, through the same method as the Consumer paid for the order. In case of a reduction in value as referred to in paragraph 5 of this article, DT-69 is entitled to offset the reduction in value against the amounts already paid by the Customer, as a result of which the Customer will be refunded a lower amount.
10. Information on whether or not the right of withdrawal applies and any desired procedure is clearly stated on the Website in good time before the conclusion of the Agreement.

Article 23. Payment method

The Customer must make payments under the Online Sales Agreement to DT-69 according to the payment methods specified in the ordering procedure and if applicable (on the Website) by DT-69. DT-69 is free as to the choice of offering payment methods and these may effectively change from time to time. Other payment terms are subject to Article 9 of these General Terms and Conditions.

Article 24. Personal data

DT-69 processes the Customer's personal data in accordance with its privacy statement, which is published here: <https://www.dt-69.co.uk/privacystatement/>.