

General Terms and Conditions Dutchchems

Article 1: Definitions

1.1 In these general terms and conditions, the following terms shall have the following meanings, unless expressly stated otherwise:

- Dutchchems: the company, based in Maarssen, the Netherlands, registered with the Chamber of Commerce under number 69590591.
- Customer: the natural person or legal entity who enters into an agreement with Dutchchems.
- Agreement: the agreement between Dutchchems and the customer concerning the sale and delivery of products.
- Products: all goods that are the subject of the agreement.
- Website: <https://www.dutchchems.nl/>.

Article 2: Applicability

2.1 These general terms and conditions apply to all offers, agreements, and deliveries of Dutchchems, unless expressly agreed otherwise in writing.

2.2 Any deviations from these general terms and conditions are only valid if they have been expressly agreed in writing.

Article 3: Prices and Payment

3.1 The prices on the website include VAT and exclude any shipping costs.

3.2 Payment must be made in a manner indicated by Dutchchems and within a period set by Dutchchems.

Article 4: Delivery

4.1 Dutchchems aims to deliver the ordered products as soon as possible but is not liable for delays in delivery unless the delay is due to intent or gross negligence by Dutchchems.

4.2 The customer must report any incorrectly delivered or damaged product to Dutchchems within 48 hours of receipt.

Article 5: Right of Withdrawal

5.1 The customer has the right to withdraw from the agreement without giving any reason within 14 days of receiving the products and to return the products, provided they are unused, undamaged, and in the original packaging.

5.2 Exceptions to the right of withdrawal include:

- a) Products whose seal, if any, has been broken;
- b) Products whose sterile packaging has been opened;
- c) Products that have been damaged by the customer;
- d) Products classified as dangerous goods according to ADR (Accord européen relatif au transport international des marchandises dangereuses par route).

5.3 The costs for returning the products are borne by the customer, unless Dutchchems has

determined otherwise.

Article 6: Reviews and Q&A

6.1 By placing an order, the customer grants Dutchchems permission to send an email request to leave a review of the purchased product.

6.2 The customer grants Dutchchems permission to be informed by email of answered questions that the customer has posted in the Q&A section on the website.

Article 7: Liability

7.1 Dutchchems' liability for direct or indirect damage is limited to the purchase price of the relevant product, unless there is intent or gross negligence on the part of Dutchchems.

7.2 Dutchchems is not liable for consequential damage, business damage, or other indirect damage resulting from incorrect, unskilled, or careless use of the delivered products by the customer.

7.3 Nothing in these general terms and conditions limits the customer's statutory rights as a consumer, nor excludes liability that cannot be excluded by law.

Article 8: Intellectual Property

8.1 The customer acknowledges that all intellectual property rights related to the website, including but not limited to copyrights, trademark rights, and database rights, rest with Dutchchems or its licensors.

Article 9: Privacy

9.1 Dutchchems processes the customer's personal data in accordance with applicable privacy and data protection laws and regulations. The customer is requested to consult the privacy policy on the website for more information on the processing of personal data.

9.2 The customer has the right to access, correct, or delete their personal data. For such requests, the customer can contact Dutchchems using the contact information provided in Article 16.

Article 10: Applicable Law and Disputes

10.1 All legal relationships between Dutchchems and the customer are governed by Dutch law.

10.2 Disputes between Dutchchems and the customer will initially be submitted to the competent court in the Netherlands.

Article 11: Changes to the General Terms and Conditions

11.1 Dutchchems reserves the right to amend these general terms and conditions. The amended terms and conditions apply to all new agreements and to all existing agreements from the moment the change is communicated to the customer.

Article 12: Miscellaneous

12.1 If any provision of these general terms and conditions is found to be null, invalid, or unenforceable, this shall not affect the validity of the other provisions. In that case, the parties will establish a new provision to replace the null, invalid, or unenforceable provision, considering the

objective and intent of the original provision as much as possible.

Article 13: Complaints Procedure

13.1 If the customer has a complaint about the products or services provided by Dutchchems, the customer must notify Dutchchems in writing or by email within a reasonable period after the complaint arises.

13.2 Dutchchems will respond substantively within 14 days of receiving the complaint and, if possible, offer a solution. If it is not possible to respond substantively within this period, Dutchchems will inform the customer and provide an estimate of the time frame within which a substantive response can be expected.

13.3 If the complaint cannot be resolved by mutual agreement, the customer may refer the matter to the competent dispute resolution body, such as the European ODR platform (Online Dispute Resolution).

Article 14: Additional Provisions

14.1 Additional and/or deviating provisions of these general terms and conditions may not be to the detriment of the customer and must be recorded in writing and signed by both parties.

14.2 If Dutchchems, whether explicitly or implicitly, has allowed deviations from these general terms and conditions for a short or long period, this does not affect its right to demand immediate and strict compliance with these terms and conditions. The customer cannot derive any rights from the fact that Dutchchems applies these general terms and conditions flexibly.

Article 15: Final Provision

15.1 These general terms and conditions are drawn up in the Dutch language. In the event of a dispute about the content or scope of these general terms and conditions, the Dutch text shall be binding.

Article 16: Contact Information

16.1 For questions, comments, complaints, or other communication regarding the products, services, website, or these general terms and conditions, the customer can contact Dutchchems using the following contact information:

Dutchchems

Klokjeslaan 95

Maarssen, the Netherlands

KvK number: 69590591

Email: contact@dutchchems.com

Phone number: +31(0) 30 369 02 15

Final Statement

These general terms and conditions were last modified on April 7, 2023. Dutchchems reserves the right to change the general terms and conditions and other information on the website at any time without prior notice. It is the customer's responsibility to regularly review the general terms and conditions and other information on the website to stay informed of any changes. Using the website and placing orders with Dutchchems after such changes means that the customer agrees to the revised general terms and conditions and other information on the website.