

General Terms & Conditions (EN) Aspyre Collection

Definitions

Aspyre Collection: Aspyre, established in Amsterdam under the Chamber of Commerce no. 68650302.

Customer: the person with whom Aspyre Collection has entered into an agreement.

Parties: Aspyre Collection and customer together.

Consumer: a customer who is also an individual and who acts as a private person.

Applicability of general terms and conditions

These conditions apply to all quotations, offers, work, orders, agreements and deliveries of services or products by or on behalf of Aspyre Collection.

Parties may only deviate from these terms and conditions if they have expressly agreed to do so in writing.

Parties expressly exclude the applicability of additional and/or different general terms and conditions of the customer or third parties.

Prices

All prices used by Aspyre Collection are in euros, are inclusive of VAT and exclusive of any other costs such as administration costs, levies and travel, shipping or transport costs, unless expressly stated otherwise or agreed otherwise.

All prices used by Aspyre Collection for its products or services, on its website or otherwise made known, can be changed at any time by Aspyre Collection.

Increases in the cost prices of products or parts thereof that Aspyre Collection could not foresee at the time the offer was made or the agreement was concluded may give rise to price increases.

The consumer has the right to dissolve an agreement as a result of a price increase as referred to in paragraph 3, unless the increase is the result of a statutory regulation.

The price relating to a service is determined by Aspyre Collection on the basis of the hours actually spent.

The price is calculated in accordance with Aspyre Collection's usual hourly rates, valid for the period in which it performs the work, unless a different hourly rate has been agreed upon.

If parties have agreed on a total amount for a service provided by Aspyre Collection, this is always a guide price, unless parties have explicitly agreed in writing on a fixed price from which it is not possible to deviate.

Aspyre Collection is entitled to deviate up to 10% from the guide price.

If the guide price will be more than 10% higher, Aspyre Collection must inform the client in good time why a higher price is justified.

If the guide price is going to be more than 10% higher, the client has the right to cancel the part of the order that exceeds the guide price increased by 10%.

Aspyre Collection has the right to adjust the prices annually.

Aspyre Collection shall inform the client of any price adjustments prior to their entry into force.

The customer has the right to terminate the agreement with Aspyre Collection if he does not agree with the price increase.

Payments and term of payment

Aspyre Collection may require a down payment of up to 50% of the agreed amount when entering into the agreement.

Subsequent payments must be made by the customer within 7 days after delivery of the product.

Payment terms are regarded as firm payment terms. This means that if the customer has not paid the agreed amount by the last day of the payment term at the latest, he is legally in default, without Aspyre Collection having to send the customer a reminder or declare the customer to be in default.

Aspyre Collection reserves the right to make a delivery subject to immediate payment or to demand security for the total amount of the services or products.

Consequences of late payment

If the customer fails to pay within the agreed term, Aspyre Collection is entitled to charge interest of 1% per month from the day the customer is in default, with part of a month being counted as a whole month.

If the customer is in default, he also owes Aspyre Collection extrajudicial collection costs and any compensation for damages.

The collection costs are calculated on the basis of the Compensation for Extrajudicial Collection Costs Decree (Besluit vergoeding voor buitengerechtelijke incassokosten).

If the customer does not pay on time, Aspyre Collection may suspend its obligations until the customer has fulfilled its payment obligation.

In case of liquidation, bankruptcy, seizure or suspension of payment on the part of the customer, Aspyre Collection's claims against the customer are immediately due and payable.

If the client refuses to cooperate in the execution of the agreement by Aspyre Collection, he is still obliged to pay the agreed price to Aspyre Collection.

Right of complaint

As soon as the customer is in default, Aspyre Collection is entitled to invoke the right of complaint regarding the unpaid products delivered to the customer.

Aspyre Collection invokes the right of complaint by means of a written or electronic notification.

As soon as the customer has been informed of the invoked right of complaint, the customer must immediately return the products to which this right relates to Aspyre Collection, unless the parties agree otherwise.

The costs of retrieving or bringing back the products are for the customer's account.

Right of revocation

A consumer can terminate an online purchase during a 14-day cooling-off period without giving a reason, provided that:

the product has not been used

it's not a product that can spoil quickly, such as food or flowers

it is not a product specially made or adapted for the consumer

it is not a product that cannot be returned for hygienic reasons (underwear, swimwear, etc.).

the seal is still intact in the case of data carriers with digital content (DVDs, CDs, etc.)

the product is not a travel, transport ticket, catering order or form of leisure activity

the product is not a loose magazine or newspaper

it does not concern (an order for) emergency repairs

the consumer has not waived his right of withdrawal

The cooling-off period of 14 days referred to in paragraph 1 shall commence:

on the day after the consumer has received the last product or part of 1 order

as soon as the consumer has received the first product with a subscription

as soon as the consumer has purchased a service for the first time

as soon as the consumer has confirmed that he is going to purchase digital content over the Internet

Consumers can exercise their right of withdrawal via info@binenbaum.com, if desired using the withdrawal form that can be downloaded from the website of Aspyre Collection, <https://www.binenbaum.com>.

The consumer is obliged to return the product to Aspyre Collection within 14 days after stating his right of withdrawal, failing which his right of withdrawal shall lapse.

The costs of returning shall only be borne by Aspyre Collection if the complete order is returned.

If the purchase costs and any other costs (such as shipping and return costs) are eligible for reimbursement according to the law, Aspyre Collection shall reimburse these costs to the consumer within 14 days after receipt of the timely appeal to the right of withdrawal, provided that the consumer has returned the product to Aspyre Collection on time.

Right of suspension

Unless the customer is a consumer, the customer waives the right to suspend the fulfilment of any obligation arising from this agreement.

Right of retention

Aspyre Collection can invoke its right of retention and in that case keep the customer's products in its possession until the customer has paid all outstanding invoices with regard to Aspyre Collection, unless the customer has provided sufficient security for those costs.

The right of retention also applies on the basis of previous agreements from which the customer still owes payments to Aspyre Collection.

Aspyre Collection shall never be liable for any damage that the customer may suffer as a result of using his right of retention.

Settlement

Unless the customer is a consumer, the customer waives his right to set off a debt to Aspyre Collection against a claim against Aspyre Collection.

Retention of title

Aspyre Collection shall remain the owner of all products delivered until the customer has fulfilled all his payment obligations towards Aspyre Collection on the basis of any agreement concluded with Aspyre Collection, including claims relating to failure to fulfil obligations.

Until that time, Aspyre Collection may invoke its retention of title and take back the goods.

Before ownership is transferred to the customer, the customer may not pledge, sell, alienate or otherwise encumber the products.

If Aspyre Collection invokes its retention of title, the agreement is considered dissolved and Aspyre Collection is entitled to claim damages, lost profits and interest.

Delivery

Delivery takes place as long as stocks last.

Delivery takes place at Aspyre Collection, unless parties have agreed otherwise.

Delivery of products ordered online takes place to the address indicated by the customer.

If the agreed amounts are not paid or not paid on time, Aspyre Collection has the right to suspend its obligations until the agreed part has been paid.

In the event of late payment, there is default of creditors, with the result that the client cannot object to a late delivery to Aspyre Collection.

Delivery time

The delivery times stated by Aspyre Collection are indicative and, if exceeded, do not entitle the customer to dissolution or compensation, unless the parties have explicitly agreed otherwise in writing.

The delivery time commences when the customer has fully completed the (electronic) ordering process and has received an (electronic) confirmation thereof from Aspyre Collection.

Exceeding the stated delivery time does not entitle the customer to compensation or to dissolve the agreement, unless Aspyre Collection is unable to deliver within 14 days of being reminded to do so in writing or the parties have agreed otherwise.

Actual delivery

The customer must ensure that the actual delivery of the products ordered by him can take place on time.

Transport costs

Transport costs are for the account of the customer, unless parties have agreed otherwise.

Packaging and shipping

If the packaging of a delivered product has been opened or damaged, the customer must have a note made of this by the forwarder or deliveryman before receiving the product, failing which Aspyre Collection cannot be held liable for any damage.

If the customer himself takes care of the transport of a product, he shall report any visible damage to products or the packaging to Aspyre Collection prior to transport, failing which Aspyre Collection cannot be held liable for any damage.

Storage

If the customer orders products later than the agreed delivery date, the risk of any loss of quality is entirely for the customer.

Any additional costs as a result of premature or delayed purchase of products shall be borne entirely by the customer.

Warranty

If the parties have entered into an agreement of a service-based nature, this agreement contains only best efforts obligations for Aspyre Collection, not result obligations.

The warranty with respect to products only applies to defects caused by faulty manufacture, construction or material.

The warranty does not apply in the case of normal wear and tear and damage resulting from accidents, changes made to the product, negligence or incompetent use by the customer, as well as when the cause of the defect cannot be clearly determined.

The risk of loss, damage or theft of the products that are the subject of an agreement between the parties, is transferred to the customer at the moment they are legally

and/or actually delivered, or at least come under the control of the customer or of a third party who takes delivery of the product for the customer.

Exchange

Exchange is only possible if the following conditions are met:

Exchange takes place within 14 days after purchase on presentation of the original invoice.

the product is returned in its original packaging or with the original (price) tags still attached.

the product has not yet been used

Discounted items, non-durable items such as groceries, custom items or custom items and Custom or Personalized items cannot be exchanged.

Execution of the agreement

Aspyre Collection carries out the agreement to the best of its knowledge and ability and in accordance with the requirements of good craftsmanship.

Aspyre Collection has the right to have the agreed service provided (in part) by third parties.

The execution of the agreement takes place in mutual consultation and after written agreement and payment of any agreed advance by the client.

It is the client's responsibility that Aspyre Collection can start executing the agreement in time.

If the client has not ensured that Aspyre Collection can start the execution of the agreement on time, the resulting extra costs and/or extra hours will be charged to the client.

Provision of information by the customer

The customer shall make all information, data and documents relevant to the correct execution of the agreement available to Aspyre Collection on time and in the desired form and manner.

The customer guarantees the accuracy, completeness and reliability of the information, data and documents made available, even if they originate from third parties, unless the nature of the agreement dictates otherwise.

If and insofar as requested by the customer, Aspyre Collection shall return the relevant documents.

If the customer does not make the information, data or documents reasonably required by Aspyre Collection available, or does not do so on time or properly, and the execution of the agreement is thereby delayed, the resulting extra costs and extra hours shall be for the customer's account.

Duration of the agreement

If a contract has been entered into for a definite period of time, it will be tacitly converted into an agreement for an indefinite period of time at the end of the period, unless 1 of the parties terminates the agreement with due observance of a notice period of months, or a consumer terminates the agreement with due observance of a notice period of 1 month then the agreement ends by operation of law.

If parties within the term of the agreement for the completion of certain work agreed upon, then this is never a deadline. If this term is exceeded, the customer must give Aspyre Collection written notice of default.

Indemnification

The customer indemnifies Aspyre Collection against all claims from third parties that are related to the products and/or services provided by Aspyre Collection.

Complaints

The customer must examine a product or service provided by Aspyre Collection for any shortcomings as soon as possible.

If a product delivered or service provided does not meet what the customer could reasonably expect from the agreement, the customer should inform Aspyre Collection as soon as possible, but in any case within 1 month after the shortcomings have been found.

Consumers should inform Aspyre Collection at the latest within 2 months after observation of the shortcomings.

In doing so, the customer shall provide as detailed a description of the shortcoming as possible, so that Aspyre Collection is able to respond adequately.

The client must demonstrate that the complaint relates to an agreement between the parties.

If a complaint relates to ongoing work, this can in any case not lead to Aspyre Collection being required to perform work other than that agreed upon.

Notice of default

The customer must notify Aspyre Collection of any notice of default in writing.

It is the customer's responsibility that a notice of default actually reaches Aspyre Collection (on time).

Joint and several liability customer

If Aspyre Collection enters into an agreement with several customers, each of them shall be jointly and severally liable for the full amounts owed to Aspyre Collection on the basis of that agreement.

Liability of Aspyre Collection

Aspyre Collection is only liable for any damage suffered by the customer if and to the extent that such damage was caused by intent or deliberate recklessness.

If Aspyre Collection is liable for any damage, it shall only be liable for direct damage arising from or in connection with the execution of an agreement.

Aspyre Collection shall never be liable for indirect damage, such as consequential damage, loss of profit, missed savings or damage to third parties.

If Aspyre Collection is liable, this liability shall be limited to the amount paid out by a (professional) liability insurance taken out and in the absence of (full) payment of the damage amount by an insurance company, the liability shall be limited to the (part of the) invoice amount to which the liability relates.

All images, photographs, colours, drawings, descriptions on the website or in a catalogue are only indicative and are only approximate and cannot give rise to compensation and/or (partial) dissolution of the agreement and/or suspension of any obligation.

Expiry date

Any right of the customer to compensation from Aspyre Collection lapses in any case 12 months after the event from which the liability arises directly or indirectly. This does not exclude the provisions of Article 6:89 of the Dutch Civil Code.

Right of dissolution

The customer has the right to dissolve the agreement if Aspyre Collection fails imputably in the fulfilment of its obligations, unless this failure does not justify the dissolution in view of its special nature or minor importance.

If fulfilment of Aspyre Collection's obligations is not permanently or temporarily impossible, dissolution can only take place after Aspyre Collection is in default.

Aspyre Collection has the right to dissolve the agreement with the client if the client does not fully or timely comply with his obligations under the agreement, or if Aspyre Collection has become aware of circumstances that give him good reason to fear that the client will not be able to properly comply with his obligations.

Force majeure

In addition to the provisions of Article 6:75 of the Dutch Civil Code, a failure on the part of Aspyre Collection in the fulfilment of any obligation to the customer cannot be attributed to Aspyre Collection in a situation independent of the will of Aspyre Collection, as a result of which the fulfilment of its obligations to the customer is wholly or partially impeded or as a result of which the fulfilment of its obligations cannot reasonably be demanded of Aspyre Collection.

The force majeure situation referred to in paragraph 1 also includes – but is not limited to – a state of emergency (such as civil war, uprising, riots, natural disasters, etc.); default and force majeure on the part of suppliers, deliverers or other third parties; unexpected power, electricity, internet, computer and telecoms failures; computer viruses, strikes, government measures, unforeseen transport problems, bad weather conditions and work stoppages.

If a force majeure situation occurs as a result of which Aspyre Collection is unable to fulfil one or more obligations to the customer, those obligations will be suspended until Aspyre Collection is able to fulfil them again.

From the moment that a situation of force majeure has lasted for at least 30 calendar days, both parties may dissolve the agreement in whole or in part in writing.

Aspyre Collection shall not owe any compensation or damages in a situation of force majeure, not even if it benefits from any advantage as a result of the force majeure situation.

Amendments to general terms and conditions

Aspyre Collection is entitled to amend or supplement these general terms and conditions.

Changes of minor importance may be made at any time.

Aspyre Collection will discuss major changes of content with the customer as much as possible in advance.

Consumers are entitled to terminate the agreement in the event of a material change to the general terms and conditions.

Transfer of rights

Customer rights arising from an agreement between the parties cannot be transferred to third parties without the prior written consent of Aspyre Collection.

This provision shall be deemed to have effect under property law as referred to in Section 3:83(2) of Book 3 of the Dutch Civil Code.

Consequences of nullity or voidability

If one or more provisions of these general terms and conditions prove to be null and void or voidable, this shall not affect the other provisions of these terms and conditions.

In that case, a provision that is null and void or voidable shall be replaced by a provision that comes closest to what Aspyre Collection had in mind when drawing up the terms and conditions on that point.

Applicable law and competent court

Any agreement between the parties shall be governed exclusively by Dutch law.

The Dutch court in the district where Aspyre Collection has its registered office / practice / holds office shall have exclusive jurisdiction to hear any disputes between the parties, unless the law prescribes otherwise.

Drawn up on 27 May 2020.

Rights can only be derived on the basis of the Dutch version of these general terms and conditions.