

General terms and conditions LEN Polygon

This translation can only be used in combination with and as explanation to the Dutch text. In the event of a disagreement or dispute relating to the interpretation of the English text the Dutch text will be binding. These general terms and conditions are subject to Dutch Law.

1. Parties

1. LEN Polygon, registered with the Chamber of Commerce under number 83833358, having its registered office at Hoge Larenseweg 207 (1221 AN) in Hilversum, user of these general terms and conditions.
2. Further details of LEN Polygon:
Website: www.lenpolygon.com
E-mail address: info@lenpolygon.com
Btw-identification number: NL003877708B40
3. The Customer: the (potential) buyer of goods offered by LEN Polygon.

2. Applicability

1. LEN Polygon declares these general conditions to be applicable to every offer made by LEN Polygon and, whether or not resulting from that offer, agreements which the parties have entered into with each other. Insofar as their content has not been changed, these general terms and conditions shall also apply to future contractual relationships between the parties.
2. Deviations from these terms and conditions are only valid if they have been explicitly agreed by the parties in writing.
3. General (purchasing) terms and conditions of the Customer are expressly rejected.
4. Third parties who are engaged by LEN Polygon in the execution of the agreement can also invoke these general conditions.
5. If one or more (part(s)) of the provisions of these general conditions are null and void, or are annulled, the other provisions of these general conditions shall remain applicable. The parties will then consult with each other to agree on new rules to replace the void or voided provisions, which will reflect the objective and purport of the void or voided provisions as closely as possible.
6. The subjects or headings of the articles referred to in these general terms and conditions are for ease of reference and therefore have no limiting effect or otherwise on these general terms and conditions.

3. Offer and Agreement

1. Each offer, whether in the form of a quotation or otherwise, is entirely and unconditionally free of obligation and revocable, unless otherwise indicated in writing by LEN Polygon.
2. Each offer is only valid as far as stocks last.
3. The prices as stated on the website or in any other form of an offer are in Euros and exclude VAT, customs tariffs and are subject to levies, surcharges and other factors.
4. All statements from LEN Polygon about numbers, sizes, weights and colors of the goods in the designs, drawings, illustrations, photographs or models shown or provided are indications only. A minor deviation from this in the item supplied shall not result in any failure on the part of LEN Polygon to comply with the agreement.
5. An offer does not automatically apply to repeat orders.
6. Manifest clerical errors and mistaken mistakes in the offer are not binding on LEN Polygon.
7. The agreement is concluded:
Order via the web shop: at the moment the Customer has correctly completed the order procedure on LEN Polygon's website and after the confirmation of the agreement sent by LEN Polygon has arrived in the mailbox of the e-mail address provided by the Customer.
Order other than via the web shop: after both parties have signed an offer in writing, after LEN Polygon has confirmed an acceptance in writing or after LEN Polygon, or a third party on its behalf, has started the execution.
8. The agreement is explicitly entered into under the suspensive condition of sufficient availability of the ordered products.
9. It is not allowed to resell the goods of LEN Polygon to third parties, unless agreed otherwise.
10. LEN Polygon is entitled to dissolve the agreement if the Customer fails to comply with one or more provisions of these general provisions.

4. Execution and delivery: general

1. The Customer shall give LEN Polygon the opportunity to execute the agreement. The Customer undertakes to provide the cooperation required for the execution of the agreement by LEN Polygon.
2. LEN Polygon shall endeavor to fulfil the agreement within the indicated/estimated period. This period is not fatal, as a result of which the Customer must always first give LEN Polygon notice of default, whereby a sufficient and reasonable period must be given before any remedy can be taken.
3. If LEN Polygon arranges for delivery, the Customer must provide a delivery address where LEN Polygon can deliver (or arrange for delivery of) the goods to be delivered on the date stated. If the Customer is not present on the indicated date when goods are delivered, the costs of offering the goods at a later date shall be borne by the Customer. The Customer shall then receive notice that the order can be collected at a location specified by LEN Polygon following payment of the additional costs, which include the logistical (planning) costs at the storage location due to unexpected extra storage.
4. LEN Polygon is free to have the order and/or delivery carried out by third parties. Art. 7:404 of the Dutch Civil Code is expressly excluded from the agreement.
5. Delivery of goods only takes place after the agreement has been entered into. The risk of loss or decrease in value of the goods to be delivered passes to The Client from the moment they are made available to it or would be made available to it, but this moment is delayed under The Client's responsibility. This is irrespective of whether the transfer of ownership has already taken place.
6. LEN Polygon is entitled to execute the agreement in phases, and to invoice the part thus executed separately. If the agreement is carried out in phases, LEN Polygon can suspend the execution of those parts which belong to a subsequent phase, until the Customer has approved in writing the results of the preceding phase. As a result of approval, LEN Polygon can no longer be held liable for defects which could reasonably have been known at the time of approval.
7. Without being in default, LEN Polygon can refuse a request to amend the agreement if this could have consequences, in qualitative and/or quantitative terms, for example for the work to be carried out or the goods to be supplied in that framework.
8. In the case of cross-border delivery, delivery is expressly made under Incoterms 2010-EXW (EX Works/After Factory).
9. LEN Polygon's website contains URLs/links to third party websites. These links are provided as a convenience and do not constitute a recommendation by LEN Polygon. LEN Polygon shall not be liable in any way for the content of the linked websites or for the acts or omissions of such third parties.
10. LEN Polygon's goods are in principle not intended for use by minors due to, for example, the risk of choking.
11. LEN Polygon is at all times entitled to cancel a delivery prematurely.

4A. Performance and delivery: services

1. LEN Polygon shall look after the interests of the Customer within the limits of the assignment given. LEN Polygon shall execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good craftsmanship. All services of LEN Polygon are performed on the basis of a best-efforts obligation. LEN Polygon is entitled to carry out in its own way everything that is not explicitly described in the order. The due payment of the fee is therefore in no way dependent on the outcome of the assignment.
2. The Client accepts that the time planning of the assignment may be affected if the parties decide to change their approach, method or scope of the assignment and the work resulting from it in the interim. If the Customer makes interim changes to the implementation of the order necessary, LEN Polygon will make the necessary adjustments on behalf of the Customer. If this leads to additional work, LEN Polygon shall charge this to the Customer as an additional order. LEN Polygon may charge the Customer for the extra costs incurred for amending the order, unless the amendment or supplement is due to circumstances beyond LEN Polygon's control. The latter situation does not lead to a reduction of the principal amount(s).

3. Unless explicitly agreed otherwise in writing, LEN Polygon is at all times free to choose the materials or working methods to be used in the execution of the assignment. LEN Polygon is therefore free, prior to and/or during the implementation of the agreement, to decide to use other materials or methods in the implementation of the agreement.
4. The Customer is not allowed to resell or make available to third parties the services provided by LEN Polygon without the written consent of LEN Polygon. The Customer shall indemnify LEN Polygon against all claims from third parties concerning liability resulting from a defect in the services provided by LEN Polygon to the Customer, which the Customer has supplied to a third party.

5. Retention of title

1. The ownership of the goods to be delivered, as opposed to the actual transfer of power, only passes to the Customer after the Customer has paid in full all that which it owes or will owe LEN Polygon in connection with the agreement. This includes, therefore, not only the purchase price, but also, among other things, any fines, additional costs or extrajudicial collection costs which may be due.
2. As a result of this retention of title, Customer is not entitled to alienate or encumber the goods with, for example, a pledge.
3. The Customer undertakes, in connection with the effectiveness of the retention of title, to inform LEN Polygon timely and adequately in the event of an impending bankruptcy, suspension of payments, debt restructuring or when third parties threaten to seize any of the goods supplied subject to retention of title. The Customer is also obliged to adequately insure the goods delivered under retention of title against damage and theft.
4. When the Customer is in default of any obligation under the agreement, the Customer is obliged, at the request of LEN Polygon, to provide all the necessary cooperation, as a result of which LEN Polygon can once again dispose of the delivered goods without any problems. This also includes the possible obligation to return the goods at the request of LEN Polygon at its own cost.

6. Warranty and liability

1. The Customer accepts that all goods are sold with all known, unknown, visible and invisible factual and legal defects, burdens and restrictions.
2. The Customer is obliged to check the delivery and performance for conformity with regard to quantity and quality as soon as possible, but within 24 hours. If the performance does not comply with the conformity agreed upon on the basis of the agreement, and therefore there is a defect, the Customer must inform LEN Polygon thereof within 5 days after delivery.
3. Following the provision of information as referred to in the previous paragraph, LEN Polygon shall, within reason, remedy the defect free of charge. If neither of the above two remedies effectively resolves the defect, the Customer is entitled to dissolve the agreement, whereby the Customer shall bear the costs of returning the goods. The foregoing applies without the Customer being entitled to any compensation.
4. If the defect is caused by an error which is attributable to the Customer or if the Customer has informed LEN Polygon about the defect at too late a date, the Customer's right to rectification, replacement or possible dissolution as described in this Article shall lapse. The burden of proof that the fault is not attributable to the Customer lies with the Customer.
5. The existence of a defect does not suspend the Customer's payment obligation.
6. The Customer is never entitled to any remedy if the article has been used incorrectly, carelessly or improperly, among other things. The Customer is obliged to use the goods in accordance with the appropriate documents, such as an instruction manual and/or instruction on the packaging of the goods from LEN Polygon. The Customer undertakes to ensure that the goods are only used by persons who have been properly instructed in their use. If the aforementioned is not observed or if the Customer introduces extras and/or changes, in any form whatsoever, the guarantee ceases to apply.
7. The Customer warrants that any material supplied digitally is safe and does not contain any viruses or other harmful content which may in any way damage the computer systems and/or computer programs of LEN Polygon and/or third parties.
8. If LEN Polygon is immediately liable towards the Customer, this liability shall at all times be limited to the amount of any invoice plus 15%, or otherwise to the amount covered by the professional or corporate liability insurance taken out by LEN Polygon.
9. LEN Polygon's liability shall at all times not extend to personal injury or consequential loss and, save for willful intent or gross negligence, also not to property damage, non-material damage or loss of profit.
10. The Customer shall indemnify LEN Polygon against damages suffered by third parties in connection with the agreement due to the fact that LEN Polygon acted, including an omission, on the basis of information, data and documents provided by the Customer that were incorrect, incomplete or late, or in violation of these general terms and conditions.
11. In all cases, the period within which LEN Polygon can be sued for damages is limited to 12 months.
12. LEN Polygon makes every effort to publish the services and content in the best possible quality and to keep them active throughout the agreed period. However, LEN Polygon does not guarantee the continuous quality and quantity of the services. LEN Polygon is in no way liable for any damage resulting from the (temporary) unavailability of the services. LEN Polygon therefore does not guarantee the availability of the services, such as the software technology to be used for the development of, for example, the website, and therefore the visual appearance of the end result.

7. Prices and payment

1. The offer has been made in good consultation. By entering into the agreement, the parties consider the prices to be reasonable and fair.
2. Unless otherwise agreed, the Customer must pay the amount due in full prior to delivery by LEN Polygon. In any event, invoices must be paid within 14 days of receipt of the invoice by means of giro transfer. LEN Polygon is entitled to send invoices immediately after the formation of the agreement. The Customer warrants that the payment information provided by the Customer is complete, accurate and valid.
3. If the agreed payment term is exceeded, LEN Polygon is immediately entitled to charge the Customer default interest of 1% of the principal amount per month as well as an amount for extrajudicial collection costs. The latter costs amount to 15% of the principal sum due, with a minimum amount of EUR. 100, - excluding VAT.
4. Without the explicit and written permission of LEN Polygon, the Customer is not allowed to apply set-off and/or suspension and/or withholding in respect of his payment obligations.

8. Termination of the agreement

1. LEN Polygon is entitled to terminate the agreement with the Customer with immediate effect for the future by means of a written notice, without (further) prior notice of default, if:
 - a) The Customer ceases, in whole or in part, or otherwise liquidates its business and/or significantly changes or transfers its business activities to a third party without the prior written consent of LEN Polygon;
 - b) The Customer is granted a suspension of payments (whether provisionally or not) or The Customer is declared bankrupt, The Customer submits a request for the application of a debt rescheduling scheme or The Customer is placed under guardianship or administration;
 - c) A right to which the Customer is entitled is seized;
 - d) The Customer breaches provisions of these general conditions, in the opinion of LEN Polygon.
2. In the event of termination of the agreement, all payments owed by the Customer to LEN Polygon are due immediately and in full. If the order is not fully completed, the Customer shall owe a proportionate part of the total amount.
3. In the event of termination of the agreement, the Customer shall at the request of LEN Polygon provide all necessary cooperation, as a result of which LEN Polygon can once again dispose of delivered goods without any inconvenience.
4. Art 7:408 is excluded. The Customer has no possibility to terminate the assignment agreement prematurely.

9. Force majeure

1. In addition to the legal definition and interpretation of force majeure, LEN Polygon considers all external causes, foreseen or unforeseen, over which it has no control. This will include strikes, traffic

disruptions, unforeseeable stagnation, disruptions in the supply of energy, transport difficulties, fire, loss or damage during transport, epidemics, pandemics and government measures.

2. During force majeure, LEN Polygon's obligations are suspended. If, as a result of force majeure, fulfillment is impossible for longer than one month, or if there are other circumstances which make it disproportionately difficult for LEN Polygon to fulfil its obligations, LEN Polygon shall be entitled to dissolve the agreement, in full or in part, by means of a notice to the Customer and without judicial intervention, without any obligation to pay compensation.

3. If at the onset of the force majeure LEN Polygon has already partially fulfilled its obligations, it is entitled to invoice the part already supplied or completed separately, or, in the case of advance payments, to credit part of it.

10. Intellectual property rights

1. LEN Polygon reserves the rights and powers vested in it pursuant to the Dutch Copyright Act (Auteurswet) and other intellectual property laws and regulations.
2. The trade marks, images, logos and photographs used and displayed on the website and goods of LEN Polygon are registered or unregistered trademarks of LEN Polygon or third parties and may not be used commercially without the prior consent of the owner of those trademarks.
3. The intellectual property arising from the execution of the agreement, such as ideas, concepts or (test) designs provided by LEN Polygon, shall be the exclusive property of LEN Polygon, unless explicitly agreed otherwise in writing. In the latter case, LEN Polygon may stipulate a fee for this. In the event of a proven breach of the said ownership, LEN Polygon is entitled to charge a but reasonable fee which it shall determine itself.
4. LEN Polygon retains the right to use the knowledge and other IP rights acquired as a result of the execution of the work for other purposes, to the extent that no confidential information is brought to the attention of third parties in doing so.
5. LEN Polygon provides the Customer (only) a license to use the end product produced, but not to resell/transfer or process it. LEN Polygon has an unrestricted right to re-use (part of) the productions. In all cases, the ownership remains with LEN Polygon.
6. In principle, the Customer (only) acquires a non-exclusive, non-transferable and non-sublicensable license for the purpose of using the goods and/or services supplied. If parties intend to transfer intellectual property, this must be explicitly agreed in writing. In that case, LEN Polygon shall also remain at all times entitled to further use, develop, transfer, etc. this intellectual property without any restrictions.
7. When the Customer itself provides content or a design, LEN Polygon assumes that the Customer is entitled to start production of the relevant (pictorial) trademark, image, logo or photograph. It may therefore be the case that the Customer, when providing an (image) trademark, image, logo or photograph to LEN Polygon, must have permission from a company, licensee or other type of copyright holder. LEN Polygon assumes that uploaded (image) marks, images, logos, photographs and similar materials are used lawfully. The Customer is himself responsible for any infringements of intellectual property and indemnifies LEN Polygon, both judicially and extrajudicially, against all claims which third parties can make.
8. If a reasonable doubt arises or continues to exist regarding the accuracy of the rights claimed by third parties as referred to in the previous paragraph of this article, LEN Polygon is entitled, but not obliged, to suspend performance of the agreement until such time as it is irrevocably established in law that LEN Polygon, by fulfilling the agreement, does not infringe these rights. Thereafter, LEN Polygon shall still fulfil the order within a reasonable period.
9. The Customer is responsible for dealing with the portrait rights of third parties. The same applies to image rights of, for example, buildings, works of art or locations. The costs for the registration and surrender of these rights are at the expense of the Customer and, unless agreed otherwise, will be invoiced additionally.
10. Unless expressly agreed in writing, the assignment does not include conducting research into the existence of patent rights, trademark rights, drawing or model rights, copyrights and portrait rights of third parties. The same applies to any investigation into the possibility of such forms of protection for The Client.

11. Amendments to the general terms and conditions

In the case of long-term agreements, which end after a period of time, LEN Polygon reserves the right to amend or supplement these general conditions. Amendments also apply to agreements already entered into, subject to a period of 30 days after the amendment is announced. Changes of minor importance can be made at any time. If the Customer does not wish to accept an amendment to these general terms and conditions, he must make this known in writing before the date on which the new general terms and conditions take effect.

12. Forum, choice of law and transfer of rights

1. LEN Polygon is authorized to transfer its rights and obligations under this agreement to a third party. The Customer is only entitled to transfer its rights and obligations to a third party with the written consent of LEN Polygon.
2. This - and other - agreement(s) entered into between the parties is/are exclusively governed by Dutch law, with the explicit exception of the Vienna Sales Convention. If, in the future, an obligation arises between the parties other than as a result of an agreement, that obligation shall also be governed by Dutch law.
3. In the event that a dispute arises between the parties from the agreement, the judge in the district where LEN Polygon has its registered office has exclusive absolute jurisdiction. In the event that a dispute arises between parties about non-contractual obligations, the court in the district where LEN Polygon has its registered office has exclusive jurisdiction.

13. Right of withdrawal

This article only applies to Customers residing in a country to which Directive 2011/83/EU applies. The Customer residing, for example, in the United States cannot therefore invoke this.

1. This Article shall apply only if the Customer is a natural person acting for purposes which are outside his trade, business or profession and the contract has not been concluded in the physical shop but at a distance, for example via the web shop.
2. In principle, the Customer has the right to withdraw from the contract within a period of 14 days without stating any reasons. However, the Customer shall have no right of withdrawal if the delivery is of goods manufactured according to the Customer's specifications, which are not prefabricated and which are manufactured on the basis of an individual choice or decision by the Customer, or which are clearly intended for a specific person.
3. The withdrawal period shall expire 14 days after the day on which the Customer or a third party appointed by the Customer, not being the carrier, acquires physical possession of the goods or, in the case of agreements whereby the Customer has ordered several goods in one order and these are delivered separately, the day on which the Customer or a third party appointed by the Customer, not being the carrier, acquires physical possession of the last good.
4. To exercise the right of withdrawal, the Customer must inform LEN Polygon, by an unequivocal statement (e.g. written post or e-mail), of the decision to withdraw from the contract. For this purpose, the Customer may use the attached model withdrawal form as set out in paragraph 7 of this Article or download it via this [link](#), but is not obliged to do so.
5. In order to meet the withdrawal deadline, it shall be sufficient to send the communication concerning the exercise of the right of withdrawal before the withdrawal period has expired.
6. If the Customer cancels the agreement, LEN Polygon shall reimburse to the Customer all payments made by the Customer up to that point, including delivery costs (with the exception of any extra costs resulting from the Customer opting for a type of delivery other than the (cheapest) standard delivery offered by LEN Polygon) without undue delay and in any event not later than 14 days from the day on which LEN Polygon is informed about the decision to cancel the agreement. LEN Polygon shall refund the Customer using the same means of payment as the Customer used for the original transaction, unless the Customer has expressly agreed otherwise; in any event, the Customer shall not be charged for such refund. LEN Polygon is entitled to delay repayment until it has received the goods back, or the Customer has supplied evidence of having sent back the goods, whichever is earlier. The Customer shall return or hand over the goods to LEN Polygon without undue delay and in any event not later than 14 days from the day on which the Customer communicated the decision to withdraw from the agreement to LEN Polygon. The Customer is in time if the Customer returns the goods before the period of 14 days has expired. The direct costs of

returning the goods shall be borne by the Customer. The Customer is only liable for the decrease in value of the goods resulting from the use of the goods beyond what is necessary to establish the nature, characteristics and functioning of the goods.

7. Model withdrawal form; to facilitate the Customer's withdrawal, LEN Polygon shall make available to the Customer the form mentioned below. The Customer may use this form to withdraw from the contract.

This article only applies to Customers residing in a country to which Directive 2011/83/EU applies. The Customer who, for example, lives in the United States cannot therefore invoke this.

To LEN Polygon
Hoge Larenseweg 207
1221 AN
Hilversum
The Netherlands

info@lenpolygon.com
www.lenpolygon.com

I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods/provision of the following service (*)

- Ordered on (*)/Received on (*)
- Name(s) of consumer(s)
- Address of consumer(s)

- Signature of consumer(s) (only if this form is notified on paper)
 - Date (*)
-