



Terms and Conditions

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ARTICLE 1 - DEFINITIONS

In these terms and conditions:

1. **Supplementary agreement:** an agreement in which the consumer acquires products, digital content and/or services in connection with a remote agreement and these goods, digital content and/or services are provided by the company or by a third party on the basis of an agreement between that third party and the company;
2. **Cooling-off period:** the period within which the consumer can exercise his right of withdrawal;
3. **Consumer:** the natural person who does not act for purposes related to his commercial, business, craft or professional activity;
4. **Day:** calendar day;
5. **Digital content:** data produced and delivered in digital form;
6. **Duration of agreement:** an agreement that extends to the regular supply of goods, services and/or digital content during a certain period of time;
7. **Durable data carrier:** any device - including e-mail - that allows the consumer or Enterprise to store information addressed to him personally in a way that future consultation or use

during a period of time tailored to the purpose for which the information is intended, and that allows unchanged reproduction of the stored information;

8. **Right of withdrawal:** the possibility of the consumer to withdraw from the distance contract within the cooling-off period;
9. **Enterprise:** the natural or legal person who offers products, (access to) digital content and/or services to consumers at a distance;
10. **Remote agreement:** an agreement concluded between the Enterprise and the consumer in the context of an organised system for distance selling products, digital content and / or services, in which until the conclusion of the agreement exclusively or partly use one or more techniques for distance communication;
11. **Model withdrawal form:** the European model withdrawal form included in Annex I of these terms and conditions. Annex I does not have to be made available if the consumer does not have a right of withdrawal with regard to his order;
12. **Methods of remote communication:** means that can be used to conclude an agreement, without the consumer and Enterprise having to meet simultaneously in the same room.

ARTICLE 2 - IDENTITY OF THE ENTERPRISE

Company name: BTP Marine B.V.

Business address: Wechelerweg 38 C

Visiting address: Wechelerweg 38 C

Email address: info@btp-marine.com

Chamber of Commerce number: 95349464

VAT identification number: NL867096135B01

ARTICLE 3 - APPLICABILITY

1. These general terms and conditions apply to every offer of the Enterprise and to every distance agreement between the Enterprise and the consumer.
2. Before the distance contract is concluded, the text of these general terms and conditions is made available to the consumer. If this is not reasonably possible, the Enterprise will indicate before the distance agreement is concluded, how the general terms and conditions can be viewed by the Enterprise and that they will be sent as soon as possible free of charge at the request of the consumer.
3. If the distance contract is concluded electronically, by way of derogation from the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions may be made available to the consumer electronically in such a way that it can be stored by the consumer in a simple way on a durable data carrier. If this is not reasonably possible, before the distance agreement is concluded, it will be indicated where the general terms and conditions can be read electronically and that they will be sent free of charge at the request of the consumer by electronic means or otherwise.
4. In the event that specific product or service conditions also apply in addition to these general terms and conditions, the second and third paragraphs shall apply and, in the event of conflicting conditions, the consumer may always invoke the applicable provision that is most favourable to him.

ARTICLE 4 - THE OFFER

1. If an offer has a limited period of validity or is subject to conditions, this is expressly stated in the offer.

2. The offer contains a complete and accurate description of the products offered, digital content and/or services. The description is sufficiently detailed to enable a good assessment of the offer by the consumer. If the Enterprise uses images, these are a truthful representation of the products, services and/or digital content offered. Apparent errors or obvious errors in the offer are not binding on the Enterprise.
3. Each offer contains such information that it is clear to the consumer what the rights and obligations associated with the acceptance of the offer are.

ARTICLE 5 - THE AGREEMENT

1. Subject to the provisions of paragraph 4, the agreement is concluded at the time of acceptance by the consumer of the offer and the fulfilment of the conditions set therein.
2. If the consumer has accepted the offer electronically, the Enterprise will immediately confirm receipt of the acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed by the Enterprise, the consumer can dissolve the agreement.
3. If the agreement is concluded electronically, the Enterprise shall take appropriate technical and organisational measures to secure the electronic transfer of data and ensure a secure web environment. If the consumer can pay electronically, the Enterprise will observe appropriate security measures to that effect.
4. The Enterprise can inform himself within legal frameworks - whether the consumer can meet his payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the distance contract. If, on the basis of this investigation, the Enterprise has good reasons not to enter into the agreement, he is entitled to refuse an order or application or to attach special conditions to the execution.
5. At the latest upon delivery of the product, service or digital content to the consumer, the Enterprise will send the following information, in writing or in such a way that it can be stored by the consumer in an accessible way on a durable data carrier:
 - a. The visiting address of the Enterprise's establishment where the consumer can go with complaints;
 - b. The conditions under which and the manner in which the consumer can make use of the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
 - c. Information about guarantees and existing service after purchase;
 - d. The price including all taxes of the product, service or digital content; where applicable the costs of delivery; and the method of payment, delivery or execution of the distance contract;
 - e. The requirements for termination of the contract if the agreement has a duration of more than one year or is of indefinite duration;
 - f. If the consumer has a right of withdrawal, the model withdrawal form.
6. In the case of a long-term transaction, the provision of the preceding paragraph shall only apply to the first delivery.

ARTICLE 6 - RIGHT OF WITHDRAWAL

For products:

1. The consumer may terminate an agreement relating to the purchase of a product during a cooling-off period of 14 days without giving reasons. The Enterprise may ask the consumer about the reason for withdrawal, but may not oblige the consumer to provide his reason(s).

2. The cooling-off period referred to in paragraph 1 shall start on the day after the consumer, or a third party designated in advance by the consumer, who is not the carrier, has received the product, or:
 - a. If the consumer has ordered several products in the same order: the day on which the consumer, or a third party designated by him, received the last product. The Enterprise may, provided that he has clearly informed the consumer about this prior to the ordering process, refuse an order of several products with a different delivery time.
 - b. If the delivery of a product consists of several consignments or parts: the day on which the consumer, or a third party designated by him, received the last shipment or part;
 - c. In the case of agreements for regular delivery of products during a certain period: the day on which the consumer, or a third party designated by him, has received the first product.

For services and digital content that is not delivered on a material medium:

3. The consumer may dissolve a service contract and a contract for the supply of digital content that has not been delivered on a material medium for a minimum of 14 days without giving reasons. The Enterprise may ask the consumer about the reason for withdrawal, but may not oblige the consumer to provide his reason(s).
4. The cooling-off period referred to in paragraph 3 shall start on the day following the conclusion of the agreement.

In assembly work that has been carried out customer-specific

5. Assembly work that has been carried out specifically for the customer including the materials consumed, travel and accommodation costs are completely excluded from the right of withdrawal. The processed products are only subject to the right of withdrawal if there are manufacturing defects.

Extended cooling-off period for products, services and digital content that is not delivered on a material carrier if you do not inform about the right of withdrawal:

6. If the Enterprise has not provided the consumer with the legally required information about the right of withdrawal or the model form for withdrawal, the cooling-off period expires twelve months after the end of the original cooling-off period established in accordance with the preceding paragraphs of this article.
7. If the Enterprise has provided the information referred to in the preceding paragraph to the consumer within twelve months after the effective date of the original cooling-off period, the cooling-off period expires 14 days after the day on which the consumer received that information.

ARTICLE 7 - OBLIGATIONS OF THE CONSUMER DURING THE COOLING-OFF PERIOD

1. During the cooling-off period, the consumer will handle the product and packaging with care. He will only unpack or use the product to the extent necessary to determine the nature, characteristics and operation of the product. The starting point here is that the consumer is only allowed to handle and inspect the product as he would be allowed to do in a store.
2. The consumer is only liable for impairment of the product that is the result of a way of handling the product that goes beyond what is permitted in paragraph 1.
3. The consumer is not liable for depreciation of the product if the Enterprise has not provided him with all legally required information about the right of withdrawal before or at the conclusion of the agreement.

ARTICLE 8 - EXERCISE OF THE RIGHT OF WITHDRAWAL BY THE CONSUMER AND COSTS THEREOF

1. If the consumer makes use of his right of withdrawal, he shall notify the Enterprise within the cooling-off period by means of the model form for withdrawal or in another unambiguous way.
2. As soon as possible, but within 14 days from the day following the notification referred to in paragraph 1, the consumer shall return the product, or hand it over to (an authorised representative of) the Enterprise. This is not necessary if the Enterprise has offered to pick up the product himself. The consumer has observed the return period in any case if he returns the product before the cooling-off period has expired.
3. The consumer returns the product with all accessories delivered, if reasonably possible in original condition and packaging, and in accordance with the reasonable and clear instructions provided by the Enterprise.
4. The risk and the burden of proof for the correct and timely exercise of the right of withdrawal lies with the consumer.
5. The consumer bears the direct costs of returning the product. If the Enterprise has not reported that the consumer must bear these costs or if the Enterprise indicates that he bears the costs himself, the consumer does not have to bear the costs for return shipment.
6. The consumer shall not bear costs for the complete or partial delivery of digital content not delivered on a material medium, if:
 - a. Prior to its delivery, he has not expressly agreed to the commencement of performance of the agreement before the end of the cooling-off period;
 - b. He has not acknowledged losing his right of withdrawal when granting his consent; or
 - c. The Enterprise has failed to confirm this consumer statement.
7. If the consumer makes use of his right of withdrawal, all additional agreements will be dissolved by operation of law.

ARTICLE 9 - OBLIGATIONS OF THE ENTERPRISE IN CASE OF WITHDRAWAL

1. If the Enterprise makes the notification of withdrawal by the consumer possible electronically, he will send an acknowledgment of receipt without delay after receiving this notification.
2. The Enterprise reimburses all payments of the consumer, including any delivery costs charged by the Enterprise for the returned product, without delay but within 14 days following the day on which the consumer notifies him of the withdrawal. Unless the Enterprise offers to pick up the product himself, he may wait to repay until he has received the product or until the consumer proves that he has returned the product, whichever is the earlier.
3. The Enterprise uses the same means of payment that the consumer has used for reimbursement, unless the consumer agrees to another method. The refund is free of charge for the consumer.
4. If the consumer has opted for a more expensive method of delivery than the cheapest standard delivery, the Enterprise does not have to reimburse the additional costs for the more expensive method.

ARTICLE 10 - EXCLUSION OF RIGHT OF WITHDRAWAL

The Enterprise can exclude the following products and services from the right of withdrawal, but only if the Enterprise has clearly stated this in the offer, at least in good time for the conclusion of the agreement:

1. Products or services whose price is subject to fluctuations in the financial market over which the Enterprise has no influence and which may occur within the withdrawal period;
2. Agreements concluded during a public auction. A public auction means a sales method in which products, digital content and/or services are offered by the Enterprise to the consumer who is personally present or has the opportunity to be personally present at the auction, under the guidance of an auctioneer, and in which the successful bidder is obliged to purchase the products, digital content and/or services;
3. Service agreements, after full performance of the service, but only if:
 - a. The performance has begun with the express prior consent of the consumer; and
 - b. The consumer has declared that he loses his right of withdrawal as soon as the Enterprise has fully executed the agreement;
4. Agreements relating to leisure activities, if the agreement provides for a specific date or period of implementation thereof;
5. Products manufactured according to the consumer's specifications, which are not prefabricated and which are manufactured on the basis of an individual choice or decision of the consumer, or which are clearly intended for a specific person;
6. Products that, after delivery, have by their nature been irrevocably mixed with other products;
7. Sealed audio, video recordings and computer software, the seal of which has been broken after delivery;
8. The delivery of digital content other than on a material medium, but only if:
 - a. The performance has begun with the express prior consent of the consumer; and
 - b. The consumer has declared that he thereby loses his right of withdrawal.

ARTICLE 11 - THE PRICE

1. During the validity period stated in the offer, the prices of the products and/or services offered will not be increased, except for price changes as a result of changes in VAT rates.
2. By way of derogation from the previous paragraph, the Enterprise may offer products or services whose prices are subject to fluctuations in the financial market and over which the Enterprise has no influence, with variable prices. This tie to fluctuations and the fact that any prices mentioned are target prices are mentioned in the offer.
3. Price increases within 3 months after the conclusion of the agreement are only permitted if they are the result of legal regulations or provisions.
4. Price increases from 3 months after the conclusion of the agreement are only allowed if the Enterprise has stipulated this and:
 - a. These are the result of statutory regulations or provisions; or
 - b. The consumer has the authority to terminate the agreement with effect from the day on which the price increase takes effect.
5. The prices mentioned in the range of products or services include VAT.

ARTICLE 12 - FULFILMENT OF THE CONTRACT AND ADDITIONAL GUARANTEE

1. The Enterprise ensures that the products and/or services comply with the agreement, the specifications stated in the offer, with the reasonable requirements of soundness and/or usability and the legal provisions and/or government regulations existing on the date of the conclusion of the agreement. If agreed, the Enterprise also ensures that the product is suitable for use other than normal.
2. An additional guarantee provided by the Enterprise, its supplier, manufacturer or importer never limits the legal rights and claims that the consumer can assert against the Enterprise on the basis of the agreement if the Enterprise has failed to comply with his part of the agreement.
3. Additional guarantee means any obligation of the Enterprise, his supplier, importer or producer in which he confers on the consumer certain rights or claims that go beyond what he is legally required in the event that he has failed to perform his part of the agreement.

ARTICLE 13 - DELIVERY AND EXECUTION

1. The Enterprise will observe the greatest possible care when receiving and executing orders for products and when assessing requests for the provision of services.
2. The place of delivery is the address that the consumer has made known to the Enterprise.
3. Subject to what is stated in article 4 of these general terms and conditions, the Enterprise will execute accepted orders with reasonable speed but no later than 30 days, unless a different delivery period has been agreed. If the delivery is delayed, or if an order cannot be executed or only partially, the consumer will receive notification no later than 30 days after placing the order. In that case, the consumer has the right to dissolve the contract free of charge and the right to any compensation.
4. After dissolution in accordance with the previous paragraph, the Enterprise will immediately repay the amount paid by the consumer.
5. The risk of damage and/or loss of products rests with the Enterprise until the moment of delivery to the consumer or a representative designated in advance and announced to the Enterprise, unless expressly agreed otherwise.

ARTICLE 14 - LONG-TERM TRANSACTIONS: DURATION, TERMINATION AND RENEWAL

Cancellation:

1. The consumer may terminate an agreement that has been entered into for an indefinite period and that extends to the regular delivery of products (including electricity) or services, at any time, taking into account the termination rules agreed for this purpose and a notice period of not more than one month.
2. The consumer may terminate an agreement that has been entered into for a fixed period of time and that extends to the regular delivery of products (including electricity) or services, at any time by the end of the specified period, taking into account the termination rules agreed for this purpose and a notice period of not exceeding one month.
3. The consumer can the agreements mentioned in the preceding paragraphs:
 - a. Cancel at any time and not be limited to termination at a certain time or in a certain period;
 - b. At least terminate in the same way as they were entered into by him;
 - c. Always cancel with the same notice period as the Enterprise has stipulated for himself.

Extension:

4. An agreement that is concluded for a fixed period of time and that extends to the regular delivery of products (including electricity) or services may not be tacitly extended or renewed for a certain period of time.
5. An agreement that has been entered into for a fixed period of time and that extends to the regular delivery of products or services may only be tacitly extended for an indefinite period if the consumer may terminate at any time with a notice period of not more than one month.

Duration:

6. If an agreement has a duration of more than one year, the consumer may terminate the agreement at any time after one year with a notice period of not more than one month, unless the reasonableness and fairness opposes termination before the end of the agreed period.

ARTICLE 15 - PAYMENT

1. Unless otherwise provided in the agreement or additional conditions, the amounts owed by the consumer must be paid within 14 days after the start of the cooling-off period, or in the absence of a cooling-off period within 14 days after the conclusion of the agreement. In the case of a contract for the provision of a service, this period begins on the day after the consumer has received the confirmation of the contract.
2. When selling products to consumers, a 100% advance payment is stipulated.
3. When selling services, an advance payment of 50% is stipulated. This includes all assembly, travel and accommodation costs necessary to deliver products ready for operation.
4. The consumer has the duty to report inaccuracies in provided or mentioned payment details to the Enterprise without delay.
5. If the consumer does not meet his payment obligation(s) in a timely manner, after he has been informed of the late payment by the Enterprise and the Enterprise has granted the consumer a period of 14 days to still meet his payment obligations, after non-payment within this 14-day period, he is liable for statutory interest on the amount still due and the Enterprise is entitled to charge the extrajudicial collection costs incurred by him. These collection costs amount to a maximum of: 15% on outstanding amounts up to € 2,500; 10% on the subsequent € 2,500 and 5% on the following € 5,000 with a minimum of € 40. The Enterprise may deviate from the amounts and percentages mentioned for the benefit of the consumer.

ARTICLE 16 - COMPLAINTS PROCEDURE

1. The Enterprise has a sufficiently disclosed complaints procedure and handles the complaint in accordance with this complaints procedure.
2. Complaints about the execution of the agreement must be submitted to the Enterprise within a reasonable time after the consumer has identified the defects, completely and clearly described.
3. Complaints submitted to the Enterprise will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the Enterprise will reply within the period of 14 days with a receipt and an indication when the consumer can expect a more detailed answer.
4. The consumer must give the Enterprise at least 4 weeks to resolve the complaint in mutual agreement. After this period, a dispute arises that is subject to dispute resolution.

ARTICLE 17 - DISPUTES

1. Agreements between the Enterprise and the consumer to which these general terms and conditions relate are exclusively governed by Dutch law.

ARTICLE 18 - ADDITIONAL OR DEVIATING PROVISIONS

Additional provisions or provisions deviating from these general terms and conditions may not be to the detriment of the consumer and must be recorded in writing or in such a way that they can be stored by the consumer in an accessible manner on a durable data carrier.