

## General Terms & Conditions

of Online Star Register B.V., with its registered office in Apeldoorn (the Netherlands),  
filed with the registry of the District Court of Gelderland  
on 19 March 2019  
under number 7/2019

### Art. 1 Definitions

In these General Terms and Conditions, the following terms will have the following meanings:

**OSR:** Online Star Register B.V., having its registered office in Apeldoorn;

**Buyer:** any legal entity or natural person that has concluded or wishes to conclude an agreement with OSR, also including its representatives, agents and/or legal successors;

**Cooling-Off Period:** the period within which the Buyer can exercise its statutory Right of Withdrawal;

**Consumer:** a natural person who is not acting in the capacity of practising a profession or operating a business;

**Consumer Sale:** a purchase regarding a movable item which is effectuated between a seller acting in the capacity of practising a profession or operating a business and a Buyer, who is a natural person, that is not acting in the capacity of practising a profession or operating a business;

**Right of Withdrawal:** the option for the Buyer to abandon the purchase agreement within the Cooling-Off Period;

**Agreement:** the agreement between OSR and the Buyer.

### Art. 2 Applicability

Unless OSR and the Buyer have agreed otherwise in writing, these General Terms and Conditions will apply to any offers, Agreements, deliveries or work by or with OSR. Deviations may only be agreed on in writing. The Buyer may not derive any future rights from any agreed deviations.

### Art. 3 Offers

1. Any offer issued by or for OSR will be non-binding. Unless stated otherwise, offers will be valid for 30 days.
2. Each offer will be based on performance of the Agreement by or for OSR under normal circumstances and during normal working hours.
3. OSR will exercise great care in furnishing information regarding the items to be delivered, but will not guarantee that all offers and items will be fully consistent with the information given. Minor deviations may not provide cause for compensation and/or rescission.

### Art. 4 Agreement

1. OSR will not be bound by a quote, contract or order until OSR has sent an order confirmation to the Buyer by e-mail or otherwise.
2. The parties hereby recognise the legal validity of electronic forms of communication. Specifically, the lack of an original signature will not affect the binding force of electronic forms of communication.
3. The Buyer may not rescind an Agreement concluded with OSR electronically if OSR has not confirmed receipt of the acceptance by the Buyer electronically. An offer made by the Buyer electronically in response to an invitation to make an offer by OSR will not be considered rejected if OSR has not confirmed receipt of this offer electronically. The provisions in this paragraph will not

apply if the Buyer is a Consumer.

4. Information indicated on the website and in catalogues, pictures, drawings, measurement and weight estimates, and the like will only be binding on OSR and the Buyer if and insofar as these have expressly been included in the Agreement.

5. OSR may always refuse orders or attach specific conditions to the delivery.

6. OSR will retain all intellectual property rights, including, but not limited to, copyrights, trademark rights, database rights and trade name rights. Unless otherwise agreed in writing, the intellectual property rights to items delivered will be held by OSR. This will likewise apply to software, packaging, labels, drawings, patterns, know-how and so forth.

7. Any documents produced by OSR, such as certificates, drawings, designs, software and the like, may not be reproduced, publicised or exploited without OSR's prior permission.

## **Art. 5 Price**

1. The prices stated or agreed on by OSR will, in the case of an Agreement with a Buyer having its registered office or residing within Europe, include turnover tax and will, in the case of an Agreement with a Buyer having its registered office or residing outside Europe, exclude turnover tax and any import or custom duties, which, if applicable, will be charged on to the Buyer.

2. Any prices indicated on the website will be subject to misprints or typesetting errors. OSR will not be liable for the consequences of misprints or typesetting errors.

## **Art. 6 Delivery period**

1. Orders will be processed and sent on working days. An order made on a working day before 5.00 p.m. – CET will be sent the same day.

2. If a specific date of receipt has been agreed on, this will be subject to timely postal delivery and will therefore not constitute a strict deadline. Hence, the receipt date will represent merely a target date, with this generally – in light of the postal delivery – being achieved in 95% of the cases.

3. An agreed delivery period will never constitute a strict deadline, unless the parties have expressly agreed otherwise in writing. Thus, the Buyer must provide OSR with a written notice of default in the event of non-timely delivery. An agreed delivery period will commence on whichever of the following dates is the latest:

- a. the date that the Agreement is formed;
- b. the date that OSR receives the documents, information, permits and the like which are necessary to perform the Agreement;
- c. the date that OSR has received the purchase price from the Buyer;
- d. the date that the order is sent.

4. The delivery period will be based on the circumstances applicable when the Agreement is entered into and on timely delivery of the items ordered by OSR from third parties to perform the Agreement. If a delay occurs through no fault of OSR – for example, because of a delay in the postal delivery, a delay as a result of a change in the aforementioned circumstances or a delay because items ordered by OSR to perform the Agreement have not been timely delivered – the delivery period will be extended by the length of the delay.

5. Notwithstanding the provisions elsewhere in these Terms and Conditions regarding extensions of delivery periods, the delivery period will also be extended by the length of the delay arising as a result of the Buyer's not fulfilling any obligation ensuing from the Agreement (including its obligation to pay the purchase price for the items ordered) or not providing assistance to be required of it regarding performance of the Agreement.

6. The Buyer must take possession of items purchased at the time that they are furnished or delivered to it pursuant to the Agreement, after an extension of the delivery period or not. If the Buyer refuses to take possession or fails to provide information or instructions necessary for the delivery, the items will be stored at the Buyer's expense and risk.

## **Art. 7 Retention of title**

1. The items delivered by OSR will remain OSR's property until the Buyer has fulfilled all of the following obligations from the purchase agreements concluded with OSR:

- the counter-performance regarding the items delivered or to be delivered themselves;
- the counter-performance regarding services rendered or to be rendered by OSR under the purchase agreements;
- any claims on account of the Buyer's non-performance of purchase agreements.

2. If the law of the destination country for the items purchased includes farther-reaching possibilities for the retention of title than provided for above in paragraph 1, these farther-reaching possibilities will be deemed to have been stipulated by the parties for OSR's benefit, on the understanding that, if it cannot objectively be determined which farther-reaching rules this provision relates to, the provisions above in paragraph 1 will continue to apply.

## **Art. 8. Payment**

1. Except in the case of a Consumer Sale, the purchase price for the items ordered by the Buyer from OSR must be paid in advance to a bank account indicated by OSR.

2. If the parties have agreed that the Buyer will not pay the purchase price in advance, a payment period of 14 days after the invoice date will apply, unless agreed otherwise.

3. The Buyer may not unilaterally apply discounts to the amounts owed by it and/or set off in any way the amounts to be paid by it against amounts which it can claim, or at least asserts that it can claim, from OSR on any account whatsoever.

4. Any payment will be applied first to pay the interest and collection costs owed by the Buyer and then the outstanding claims in order of age, starting with the claim which has been outstanding the longest. The mere lapse of the aforementioned period within which payment should have been made will cause the Buyer to be in default, without any demand or notice of default being required. If payment is not timely made, the Buyer will owe the statutory interest from the date on which the payment period expired. Any court or out-of-court costs which OSR incurs to collect its claim will likewise be owed by the Buyer, for an amount calculated in accordance with the Dutch Extrajudicial Collection Costs (Fees) Decree [*Besluit vergoeding voor buitengerechtelijke incassokosten*].

## **Art. 9 Liability**

1. Insofar as this is covered by OSR's liability insurance, OSR's liability will be limited to the amount of the benefit paid by the insurer.

2. If OSR's insurer does not pay a benefit in a particular case, or the damage is not covered by the insurance, OSR's liability will be limited to twice the invoice amount for the items delivered.

3. OSR will not be liable for consequential damage, such as damage in the form of lost profits or other indirect damage.

4. The Buyer will indemnify OSR against claims by third parties for compensation in connection with items delivered by OSR to the Buyer or services rendered for the Buyer, if and insofar as OSR would not have been liable to these third parties under the Agreement and these General Terms and Conditions if these third parties themselves had been the Buyer.

5. The limitations on liability included in these Terms and Conditions will not apply if the damage is attributable to wilful misconduct or deliberate recklessness by OSR or its managerial employees, or if a Consumer Sale is involved.

## **Art. 10 Force majeure**

1. For purposes of these General Terms and Conditions, 'force majeure' will mean any circumstance outside OSR's control – even if this could already have been foreseen when the Agreement was formed – which temporarily or permanently precludes performance of the Agreement, as well as in any event, insofar as not already included under this: wars; riots; strikes; transport problems; fires; a general lack of necessary raw materials and other items and/or

services necessary to accomplish the agreed performance; delays at suppliers or other third parties on which OSR depends; and government measures, such as import or export restrictions.

2. During the force majeure period, OSR's delivery and other obligations will be suspended. If the period in which performance of OSR's obligations is not possible because of the force majeure situation lasts longer than one month, either OSR or the Buyer may rescind the Agreement, without any compensation obligation existing in that instance.

## **Art. 11 Suspension and rescission**

If the Buyer does not perform any obligation ensuing for it from the Agreement concluded with OSR or a related agreement, or does not do so in a proper or timely manner, or if there is a well-founded fear that the Buyer is or will be unable to fulfil its contractual obligations towards OSR, as well as in the event of the liquidation/bankruptcy of or a suspension of payments for the Buyer or the cessation or winding-up of its business, or in the event of the Buyer's death, placement of the Buyer under guardianship or the provisional or other application of the statutory debt restructuring scheme to the Buyer, OSR may, without any court intervention, suspend the performance of the Agreement and/or rescind the Agreement in whole or in part, without OSR's being obliged to pay any compensation. OSR's claims will be immediately due and payable in full in these cases.

## **Art. 12 Distance contract**

1. The provisions in this Article will only apply if the Buyer is a Consumer and there is a distance contract as referred to in Section 6:230g(1)(e) of the Dutch Civil Code [BW].

2. The Buyer may cancel any order at OSR within 24 hours after the Buyer placed the order, provided the item ordered has not been sent yet. Cancellation may occur without a statement of reasons. If the item ordered has been sent by OSR, cancellation will no longer be possible. Cancellation must be made by sending an e-mail to [help@osr.org](mailto:help@osr.org), in which it is indicated that the Buyer is exercising the cancellation right.

3. After the Buyer has received the items ordered from OSR, it will have a Right of Withdrawal for a period of 14 calendar days. Under this Right, the Buyer may withdraw (rescind) the Agreement. If withdrawal has properly occurred, the Buyer will be refunded the full order amount, including the standard shipping costs. Any additional amounts because the Buyer has expressly opted for another method besides the least expensive manner of standard delivery offered by OSR will not be refunded. The Buyer will pay the costs of return shipment.

4. To exercise the Right of Withdrawal, the Buyer must send an e-mail to [help@osr.org](mailto:help@osr.org), in which it is indicated that the Right of Withdrawal is being exercised and/or complete the withdrawal form through ([www.osr.org/return-policy](http://www.osr.org/return-policy)).

5. After invoking the Right of Withdrawal, the Buyer must send the item ordered back within 14 calendar days.

6. If withdrawal has properly occurred, OSR will refund the amount paid by the Buyer to OSR for the item ordered as soon as possible, but in any event within 14 calendar days after OSR has received the rescission statement issued by the Buyer in connection with the withdrawal, provided the items ordered have been received back by OSR or OSR has received proof of the return shipment.

7. The Buyer may only claim the Right of Withdrawal or right of rescission if the items ordered have been packaged properly and returned to OSR in the original packaging, completely, undamaged and in unused condition, with the original shipping documents and other documentation sent also being included. The Buyer will pay the return costs.

8. The Buyer cannot claim any Right of Withdrawal or right of rescission for:

- an Agreement in which the price of the items or services is tied to fluctuations in the financial markets which OSR cannot control and which may occur during the rescission period;
- an Agreement in which the Buyer has specifically asked OSR to visit it to perform urgent repairs or maintenance there, except for supplemental services which the Buyer has not expressly requested and delivery of other items besides those necessary to carry out the maintenance or repairs;

- an Agreement which has been concluded during a public auction;
- an Agreement to render services after performance of the Agreement if performance has begun with the Buyer's express prior consent and the Buyer has stated that it will waive its right of rescission once OSR has performed the Agreement;
- a Consumer Sale pertaining to:
  - a. the delivery of items produced according to the Buyer's specifications which have not been pre-manufactured or produced based on an individual choice or decision by the Buyer or which are clearly intended for a specific person;
  - b. the delivery of items which spoil quickly or which have limited durability;
  - c. the delivery of items which are not suitable for returning due to health protection or hygiene reasons and whose sealing was broken after delivery;
  - d. the delivery of items which, by their nature, have become irrevocably intermingled with other items after delivery;
  - e. the delivery of audio and video recordings and computer software whose sealing was broken after delivery;
  - f. the delivery of newspapers, journals or magazines, except for an Agreement for the regular delivery of such publications;
- the delivery of digital content which has not been delivered on a tangible medium, insofar as performance has begun with the Buyer's express prior consent and the Buyer has stated that it will waive its right of rescission.

### **Art. 13 Disputes**

Any disputes between the Buyer and OSR will, if the court has jurisdiction, be exclusively settled by the competent Dutch Province of Gelderland District Court, Arnhem location. OSR will, however, still be entitled in each case to submit a dispute to the competent court under the law or the applicable international treaty. If the Buyer is a Consumer, it may, for one month after OSR has invoked this provision in writing, opt for settlement of the dispute by the competent court under the law or the applicable international treaty.

### **Art. 14 Privacy**

OSR will process personal data, for example, if this is necessary to perform the Agreement. Such processing will be done by OSR in accordance with [the Privacy Statement on the website](#).

### **Art. 15 Applicable law**

Dutch law will, to the exclusion of the Vienna Sales Convention, apply to any Agreement between OSR and the Buyer.

### **Art. 16 Translations**

If there are differences between translations of these General Terms and Conditions and the Dutch text of the Terms and Conditions, the Dutch text will prevail.