# GENERAL TERMS AND CONDITIONS
# Bakkerijwereld

## CHAPTER I GENERAL TERMS AND CONDITIONS

### Article 1. Definitions

The terms capitalized herein shall have the following meanings, whether used in the singular or plural:

a. Bakkerijwereld: the private company with limited liability Handelsonderneming van Snippenberg B.V., also trading as Bakkerijwereld, established in (6716 AA) Ede at the address Frankeneng 51A (Netherlands), registered in the trade register of the Chamber of Commerce under number 85434906.
b. Customer: the natural or legal person who enters into an Agreement with Bakkerijwereld
c. Consumer: the Customer who does not act in the exercise of a profession or business.
d. Parties: Bakkerijwereld and the Customer collectively.
e. Agreement: the agreement between the Parties under which Bakkerijwereld supplies Products to the Customer, of which agreement these General Terms and Conditions form an integral part.
f. Products: all items to be delivered or delivered by Bakkerijwereld to the Customer under the Agreement, such as delivery of goods and materials, rental of tools and machines.
g. Website: the website of Bakkerijwereld, namely https://www.bakkerijwereld.com/.
h. Work: any work to be performed by Bakkerijwereld such as placing, assembling, and/or installing the Products.
i. General Terms and Conditions: these General Terms and Conditions of Bakkerijwereld.

### Article 2. Applicability

1. The General Terms and Conditions apply to and form part of every (legal) act related to the preparation, conclusion, or execution of the Agreement. The General Terms and Conditions also apply to all subsequent Agreements between the Customer and Bakkerijwereld if the Customer has accepted their applicability in a previous agreement with Bakkerijwereld.
2. The General Terms and Conditions also apply to all work and/or deliveries that Bakkerijwereld outsources wholly or partially to third parties.
3. The applicability of any purchasing or other conditions of the Customer is expressly rejected.
4. Deviation from these General Terms and Conditions is only possible if the Parties have expressly agreed to this in writing in advance.
5. It may occur that Bakkerijwereld does not always require strict compliance with the General Terms and Conditions. This does not mean that the provisions do not apply or that Bakkerijwereld loses the right to demand strict compliance with the General Terms and Conditions in other cases.
6. If any provision in the Agreement or General Terms and Conditions is null and void or voidable, this does not affect the validity of the entire Agreement or General Terms and Conditions. In that case, the Parties will consult to establish a new provision that, as far as legally possible, reflects the intent of the original provision.
7. If these General Terms and Conditions are drawn up in another language, the Dutch version shall prevail in the event of any ambiguity, incompleteness, or contradiction in/by the translation.

### Article 3. Amendments

1. Bakkerijwereld reserves the right to modify or supplement the General Terms and Conditions (interim). Amendments shall take effect 30 days after notification of the changes to the Customer. Non-substantive changes of minor importance can be made at any time and do not require notification.
2. If a Consumer does not wish to accept a change, the Consumer must notify Bakkerijwereld in writing within 30 days of the notification. In that case, Bakkerijwereld may reconsider the amendment. If Bakkerijwereld does not withdraw the amendment, the Consumer may terminate the Agreement up to the date on which the new terms and conditions take effect, effective on that date.

### Article 4. Quotations

1. All quotations from Bakkerijwereld are non-binding. A quotation from Bakkerijwereld is valid for 14 days after dispatch. If the Customer accepts a quotation, Bakkerijwereld has the right to withdraw the quotation within three (3) working days after receipt of the acceptance.
2. All quotations provided by Bakkerijwereld are subject to the availability of capacity and/or stock (including from third parties).
3. If there is an error in Bakkerijwereld’s quotation, the Customer cannot hold Bakkerijwereld to this error if the Customer knew or reasonably should have known that it was a mistake or typographical error.
4. The content of all quotation documents, such as descriptions, specifications, or images, is as accurate as possible but is not binding.
5. The Customer must treat the information in the quotation documents confidentially and may not use it for personal purposes or disclose it to third parties.
6. If no Agreement is concluded based on the quotation documents, all quotation documents must be returned to Bakkerijwereld at Bakkerijwereld's first request. The content of all quotation documents remains the property of Bakkerijwereld.
7. A quotation is based on information provided by the Customer. If this information proves to be incorrect or incomplete, Bakkerijwereld has the right to adjust the quoted prices and/or deadlines.

### Article 5. Conclusion of Agreement

1. The Agreement is concluded at the moment the Customer has given written or oral consent to a quotation from Bakkerijwereld, when Bakkerijwereld has sent an order confirmation to the Customer, or when Bakkerijwereld has commenced the execution of the Agreement without opposition from the Customer.
2. If an order is placed by two or more Customers, they are jointly and severally liable, and Bakkerijwereld has the right to demand full performance from any one of them.

**Article 6. Obligations of the Customer**

1. The Customer shall ensure that all information that Bakkerijwereld indicates is necessary for the proper execution of the Agreement, and/or that the Customer knows or reasonably should know is necessary for the proper execution of the Agreement, is provided to Bakkerijwereld in a timely manner. The Customer guarantees the accuracy of the information provided to Bakkerijwereld.
2. The Customer shall immediately inform Bakkerijwereld of any changes in facts or circumstances that the Customer knows or reasonably should know are or may be relevant to the execution of the Agreement.
3. If Bakkerijwereld must deliver the Product to a location specified by the Customer, the Customer is obligated to:
   a. Grant Bakkerijwereld access to the location(s) during the previously announced working hours;
   b. Ensure that the location is such that there is no risk of damage, and that the location can be accessed and arranged in such a way that the Product can be placed/installed/assembled there without causing damage;
   c. Ensure that Bakkerijwereld has permission to enter any environmental zone which applies at the location where the Product must be delivered.
4. If the Customer fails to comply with the obligations mentioned in paragraphs 1 and/or 2 and/or 3, Bakkerijwereld is entitled to suspend the execution of the Agreement. Additionally, the Customer is obligated to compensate Bakkerijwereld for any extra costs or other damages resulting from such non-compliance.

**Article 7. Execution of Agreement**

1. Bakkerijwereld shall execute the Agreement to the best of its knowledge and ability, in accordance with the requirements of good craftsmanship, based on a best-efforts obligation. Therefore, Bakkerijwereld does not guarantee the result intended by the Agreement.
2. Bakkerijwereld is entitled to engage third parties in the performance of the obligations arising from the Agreement or to transfer the obligations arising from the Agreement in whole or in part to third parties.
3. Bakkerijwereld shall not be obligated to commence the execution of the Agreement until all necessary information is in its possession and it has received any agreed-upon or required advance payment or deposit.

**Article 8. Additional and reduced work**

1. In the case of an assignment with well-defined described Work, Bakkerijwereld shall not execute or charge the Customer for additional work until prior agreement has been reached with the Customer.
2. Additional work is defined as all extra work requested by the Customer or necessarily resulting from the work that is not included in the quotation or Agreement.
3. Additional work is calculated based on the value of the price-determining factors applicable at the time the additional work is performed.
4. Bakkerijwereld is not obliged to execute an instructed change if:
   a. the change has not been instructed in writing;
   b. the change leads to an unacceptable disruption of the Work and/or delivery;
   c. the change falls outside the expertise and skills of Bakkerijwereld;
   d. the change is not in the interest of Bakkerijwereld; and/or
   e. the Parties do not reach an agreement on the financial consequences and the impact on the schedule.
   f. If the Customer wishes to amend the Agreement and Bakkerijwereld agrees to this amendment, which leads to a reduction in agreed Work, Bakkerijwereld is entitled to claim compensation for the resulting damage, amounting to at least 50% of the fee for the non-executed Work.
   g. The absence of a written instruction regarding the change does not affect Bakkerijwereld's right to payment. Settlement of additional and/or reduced work shall take place directly at the final settlement unless the Parties have agreed otherwise in writing.

**Article 9. Delivery and approval**

1. Deadlines within which Work and/or delivery of Products must be completed, including those with a specific end date or period agreed upon, are considered as indicative and not as fatal deadlines, unless the Parties have expressly agreed otherwise in writing. Exceeding a specified deadline by Bakkerijwereld does not entitle the Customer to terminate the Agreement or claim any damages.
2. If Work and/or delivery of Products are carried out in parts, the delivery of each part shall be considered a separate performance. Bakkerijwereld is entitled to deliver Products in parts and to invoice the delivered parts separately.
3. Exceeding the delivery deadline by Bakkerijwereld does not entitle the Customer to withhold any obligations towards Bakkerijwereld nor to claim damages.
4. If the commencement or progress of Work and/or delivery of Products is delayed due to factors attributable to the Customer, the Customer shall compensate Bakkerijwereld for any resulting damages and costs.
5. Once Bakkerijwereld has informed the Customer that the Work and/or delivery of Products is complete, the Work shall be considered as (having been) delivered or completed.
6. The delivery of the Product within Europe will take place, and the risk for the Product transfers to the Customer at the moment Bakkerijwereld makes the Products available at Bakkerijwereld's premises (Frankeneng 51A, 6716 AA Ede, the Netherlands) (according to Incoterms 2020: Ex Works), unless the Parties have agreed otherwise in writing or unless otherwise indicated on Bakkerijwereld's Website. Delivery of Products outside Europe is according to Incoterms 2020: FCA. If the Customer is a Consumer, delivery is made to the address provided by the Consumer as indicated via the Website or by email to Bakkerijwereld.

7. The Customer is obliged to collect a Product from Bakkerijwereld on the agreed date. If the Customer fails to do so, Bakkerijwereld is entitled to store the Product at the Customer's risk. The costs associated with this, including storage costs, are the responsibility of the Customer.
8. If the Parties agree that Bakkerijwereld will deliver the Products to an address specified by the Customer, the Customer is obliged to accept the Products when they are delivered to the address specified by the Customer. Shipping costs are the responsibility of the Customer. The amount of these costs depends on the location and the Product to be delivered. If the Customer refuses to accept or is not present, Bakkerijwereld is entitled to store the Products at the Customer's risk. The costs associated with this, including transportation and storage costs, are the responsibility of the Customer.
9. The Customer is required to thoroughly inspect the Work and/or Products immediately after (receipt of) delivery to determine whether the Work and/or Products are in accordance with the Agreement.
10. Minor deviations in quality, hardness, dimensions, thickness, and color of a Product do not constitute grounds for rejection of the Product. Deviations that reasonably have no or minor impact on the usability of a Product are always considered to be deviations of minor significance.
11. The Work shall be deemed to be in conformity with the Agreement if the Customer has not lodged a complaint with Bakkerijwereld within fourteen (14) days after notification that the Work has been completed or delivery of the Products has taken place.
12. If the Customer rejects the performed Work or delivered Products, the Customer must notify Bakkerijwereld in writing, specifying the defects that are the reason for the rejection.
13. If the Customer complains (on time), this does not suspend the Customer's payment obligation.
14. Minor defects that can be easily repaired within a period agreed upon by the Parties do not constitute grounds for withholding approval, provided these defects do not obstruct any possible use.

**Article 10 Early use**

1. If the Customer wishes to take (parts of) the performed Work/Product into use before the scheduled (delivery) date, the Customer must approve the performed Work/Product regarding (parts of) the Work they wish to take into use and sign for its completion or receipt before the date of such early use. If the Customer fails to do so but nevertheless takes (parts of) the performed Work/Product into use, the Work/Product shall be deemed to be approved and completed.
2. With respect to Article 21 (liability), such early use shall be considered as delivery. Any damage resulting from early use as referred to in paragraph 1 of this Article shall be at the Customer's expense.

**Article 11. Shipment and inspection**

1. Transportation costs are the responsibility of the Customer unless otherwise indicated by Bakkerijwereld. The Customer is required to thoroughly inspect the Products immediately after delivery to ensure they are in good condition and in accordance with the Agreement.
2. Any defects, damages, or discrepancies in quantity must be reported by the Customer to Bakkerijwereld in writing within 48 hours of delivery or within 48 hours after the Customer could reasonably have become aware of the issue. Each complaint must contain as detailed a description of the issue as possible to enable Bakkerijwereld to respond appropriately.
3. The Customer must allow Bakkerijwereld to investigate a complaint. If the investigation requires a return or if Bakkerijwereld needs to inspect the complaint on-site, the costs for return or investigation are the responsibility of the Customer, unless the complaint is subsequently found to be valid. The transportation risk is always borne by the Customer.
4. Bakkerijwereld will respond to the complaint as soon as possible, but in any case within 30 days of receipt of the complaint. If a substantive or final response is not yet possible, Bakkerijwereld will acknowledge receipt of the complaint within 30 days and provide an indication of the timeframe within which a substantive or final response is expected.
5. If Bakkerijwereld determines that the Customer has submitted a complaint in a timely and valid manner, Bakkerijwereld will, at its discretion, provide an appropriate solution in the form of repair, replacement, or compensation of up to the amount paid by the Customer for the relevant part of the Agreement. In the case of replacement of a Product, the Customer is required to return the replaced Product to Bakkerijwereld and transfer ownership of it to Bakkerijwereld, unless otherwise specified by Bakkerijwereld.
6. If Bakkerijwereld determines that the Customer has not submitted a complaint in a timely manner and/or that the complaint is unjustified, the Customer will no longer be entitled to repair, replacement, or compensation as described in paragraph 5 of this Article.
7. Bakkerijwereld is entitled to deliver a similar Product of comparable quality if the ordered Product is no longer available. If the Customer is a Consumer, they are entitled to terminate the Agreement free of charge and return the Product at no cost.

**Article 12. Warranties**

1. Bakkerijwereld ensures that the agreed deliveries are carried out properly and in accordance with the standards prevailing in its industry, but never provides a further warranty regarding these deliveries than as expressly agreed between the Parties.
2. No warranty claim is possible in case of defects, loss of quality, or deterioration of the Products arising from:
3. a. failure to follow the instructions and/or other manuals of the Product;

b. failure to follow or comply with instructions from Bakkerijwereld regarding the Product;
c. repair or maintenance of a Product by someone other than Bakkerijwereld;
d. improper and/or incorrect use or maintenance of a Product;
e. wear and tear due to normal use of the Product;
f. external influences other than those against which the Products should normally be resistant;
g. errors or incompleteness in the information provided by or on behalf of the Client to Bakkerijwereld;
h. instructions or directions from or on behalf of the Client;
i. as a result of the Client's choice deviating from what Bakkerijwereld advised and/or what is customary.

4. No warranty claim is possible as long as the Client has not (fully) paid the agreed price for the Products.
5. In case of a justified warranty claim, Bakkerijwereld will – at its discretion – provide an appropriate solution in the form of repair, replacement, or compensation of up to the amount paid by the Client for the relevant part of the Agreement, in accordance with the provisions of Article 11

**Article 13. Retention of title**

1. All delivered Products remain the property of Bakkerijwereld until all claims that Bakkerijwereld has against the Client (including any associated (collection) costs and interest) have been fully paid.
2. The Customer must always do everything which may reasonably be expected of him to secure Bakkerijwereld's property rights.
3. If third parties levy attachment on the Products delivered under retention of title or wish to create or enforce rights to them, the Customer is obliged to inform Bakkerijwereld thereof immediately.
4. If Bakkerijwereld wishes to exercise its property rights as referred to in this article, the Client gives Bakkerijwereld unconditional and irrevocable permission in advance to enter all those places where Bakkerijwereld's property is located and to take back those Products. Bakkerijwereld is not liable for any damage – of any nature – resulting from the exercise of Bakkerijwereld's rights mentioned in this article.

**Article 14. Amendment of the Agreement**

1. Customer may request Bakkerijwereld to amend the Agreement. Bakkerijwereld is at all times entitled to reject a request for amendment of the Agreement.
2. Only when Bakkerijwereld has indicated that the Customer's request to amend the Agreement is acceptable to Bakkerijwereld, will Bakkerijwereld comply with the Customer's request for amendment of the Agreement.
3. If Bakkerijwereld agrees to a Customer's request to amend the Agreement and the Agreement is thereby wholly or partially canceled, Bakkerijwereld has the right to charge the Customer 50% of the agreed fee for the canceled Products. Additionally, the Customer is obliged to compensate Bakkerijwereld for any damages incurred due to the cancellation.
4. If Bakkerijwereld agrees to a Customer's request to amend the Agreement and the Agreement is thereby supplemented or the Customer wishes to purchase other Products at a higher price, the Customer owes Bakkerijwereld the prevailing and customary rates at Bakkerijwereld for these Products. Bakkerijwereld will endeavor to inform the Customer in advance as much as possible about the higher fee that the Customer owes Bakkerijwereld, but the absence of written consent from the Customer regarding the fee increase does not affect Bakkerijwereld's right to payment.
5. If, for any reason, an amendment in the execution of the Agreement is necessary, the associated costs will be charged to the Customer based on the rates applicable to the Customer at that time. Bakkerijwereld will endeavor to inform the Customer in advance as much as possible about these costs.
6. The General Terms and Conditions remain applicable in the event of any amendment to the Agreement.

**Article 15. Prices and costs**

1. All prices quoted by Bakkerijwereld are exclusive of VAT, other national and international levies imposed by the government, packaging costs, shipping costs, import and/or customs duties, and other costs incurred in the context of the Agreement, unless otherwise agreed in writing by the Parties. Bakkerijwereld will charge the Customer for the aforementioned levies and costs.
2. If a price is based on information provided by the Customer and this information proves to be incorrect or incomplete or changes subsequently, Bakkerijwereld has the right to adjust the quoted prices, even after the Agreement has already been concluded.
3. Bakkerijwereld is authorized to increase agreed prices without the Customer being able to terminate the Agreement if the price increase results from an authority or obligation under laws or regulations or due to an increase in the price of raw materials, materials, or wages. If a price increase occurs within three months after the conclusion of the Agreement, only the Customer who is a Consumer can terminate the Agreement by a written statement, regardless of the percentage of the increase, unless:
a. the price increase results from an authority or obligation imposed on Bakkerijwereld by law;
b. it has been stipulated that the execution of the Agreement will take place more than three months after the conclusion of the Agreement; and/or
c. If Bakkerijwereld engages third parties in the execution of the Agreement, Bakkerijwereld is entitled to charge the associated costs to the Customer.

**Article 16. Payment**

1. Bakkerijwereld is entitled to require an advance or full payment before executing the Agreement. An advance payment made will be deducted from the final invoice. As long as the Customer has not paid the advance invoice in time and/or in full, Bakkerijwereld has the right to suspend the performance of the Agreement and/or charge the Customer for any additional costs arising from this.

2. The Customer is obliged to pay the invoice amount within 14 days of the invoice date, unless otherwise agreed in writing by the Parties.
3. If the Customer fails to meet their payment obligations in a timely manner and/or in full, the Customer is in default. In such a case, all claims Bakkerijwereld has against the Customer become immediately due and payable, without further notice or formal demand. All extrajudicial and judicial costs incurred by Bakkerijwereld in this case are for the account of the Customer. These costs amount to 15% of the principal sum, with a minimum of EUR 250. Additionally, in the event of default, the Customer owes Bakkerijwereld interest at a rate of 12.5% per month, unless the statutory (commercial) interest rate is higher, with a part of a month being considered as a full month.
4. If the Customer is a Consumer and fails to meet their payment obligations in a timely manner and/or in full, then, contrary to paragraph 3 of this article, Bakkerijwereld will give the Consumer another opportunity to meet their payment obligations within a term of 14 days (formal demand, 'ingebrekestelling'). If the Consumer still fails to pay the amount due, the Consumer is in default. In that case, the Consumer owes Bakkerijwereld statutory interest and statutory collection costs.
5. Objections to an invoice must be reported by the Customer in writing and with as detailed a description as possible to Bakkerijwereld within 14 days of the invoice date. Objections to an invoice do not suspend the Customer's payment obligations. If the Customer does not raise objections within 14 days of the invoice date, the invoice is deemed to be accepted.
6. The Customer is not entitled to set off any amounts owed to Bakkerijwereld.
7. Bakkerijwereld has the right to apply payments made by the Customer first to costs, then to accrued interest, and finally to the principal sum and ongoing interest.

**Article 17. Suspension and Termination**

1. Bakkerijwereld, in addition to its statutory powers to dissolve and suspend, shall have the right to immediately terminate the Agreement and/or suspend the performance of the Agreement, if any of the following events occur:
   a. The Customer fails to fulfill the obligations arising from the Agreement and/or the General Terms and Conditions, either wholly or in part, or fails to do so in a timely manner;
   b. Bakkerijwereld becomes aware, after the conclusion of the Agreement, of information providing legitimate grounds to fear that the Customer will not fulfill their obligations;
   c. The Customer passes away;
   d. A request for the granting of (provisional) suspension of payments by the Customer has been filed;
   e. The Customer is declared bankrupt or a petition for bankruptcy has been filed;
   f. A seizure is made against the Customer;
   g. A resolution aimed at the dissolution and/or liquidation of the Customer has been adopted;
   h. The Customer is placed under guardianship or administration;
   i. The Customer becomes subject to statutory debt restructuring.

   The Customer is obliged to immediately notify Bakkerijwereld of the occurrence of any event described in subsections d through i.
2. If Bakkerijwereld exercises its right to dissolve or suspend, all costs and damages arising therefrom shall be borne by the Customer, and all claims of Bakkerijwereld shall become immediately due and payable.
3. If Bakkerijwereld proceeds with suspension or termination, Bakkerijwereld shall not be liable in any way for any damage resulting to the Customer from such actions.
4. The Customer waives all rights to the complete or partial dissolution of the Agreement or complete or partial suspension of his/her payment obligations, unless the Customer is a Consumer.

**Article 18. Personal Data**

1. Bakkerijwereld processes personal data in accordance with the Privacy and Cookie Policy, which can be found here: https://shop.bakkerijwereld.com/cookiebeleid-eu/

**Article 19. Intellectual Property Rights**

1. The Agreement is not intended to transfer any intellectual property rights of Bakkerijwereld and/or third parties engaged by it to the Customer.
2. The Customer is expressly prohibited from infringing upon the intellectual property rights—such as copyrights—of Bakkerijwereld and/or third parties engaged by it, as well as the good reputation of Bakkerijwereld.
3. The Customer shall not—during or after the termination of the Agreement—engage in any actions that may infringe upon the intellectual property rights referred to in the preceding paragraph of Bakkerijwereld and/or third parties engaged by it.

**Article 20. Force Majeure**

1. Bakkerijwereld is not obliged to fulfill any obligation towards the Customer if it is prevented from doing so as a result of force majeure.
2. In these General Terms and Conditions, force majeure is understood to mean – in addition to what is understood in law and jurisprudence – all external causes, whether foreseen or unforeseen, beyond the control of Bakkerijwereld, which prevent Bakkerijwereld from fulfilling its obligations. Such causes include pandemics, epidemics, non-performance by suppliers, transport issues resulting from a shortage of transportation means, material shortages due to scarcity of raw materials, government measures that impede fulfillment, adverse weather conditions (such as thunderstorms, storms, heat, snow, or raining ice), power outages, failures of internet, data network, or telecommunications facilities, public health threats, disruptions in public infrastructure, general transportation problems, strikes, war, terrorist attacks or threats, civil unrest, or natural disasters.

3. Bakkerijwereld may suspend its obligations under the Agreement for the duration of the force majeure event. If this period lasts longer than 60 days, either Party is entitled to terminate the Agreement without any obligation to compensate the other Party for damages.
4. If, at the time the force majeure occurs, Bakkerijwereld has already partially fulfilled its obligations under the Agreement, or is able to fulfill them, Bakkerijwereld is entitled to invoice the part already fulfilled or to be fulfilled. The Customer is obligated to pay this invoice.

**Article 21. Liability**

1. Bakkerijwereld is only liable to the extent stipulated in this article. The same applies to third parties engaged by Bakkerijwereld for the performance of the Agreement.
2. Bakkerijwereld shall not be liable for any damage of any kind resulting from Bakkerijwereld relying on incorrect or incomplete information or data provided by or on behalf of the Customer.
3. Bakkerijwereld shall not be liable for damages arising from:
   a. failure to comply with the user manual, safety instructions with health risks, and/or (other) manuals of a Product;
   b. failure to adhere to or follow instructions and/or warnings from Bakkerijwereld regarding a Product;
   c. inexpert or careless use of a Product;
   d. processing, modification, and/or alteration of a Product;
   e. using a Product for a purpose other than that for which the Product is intended.
4. Bakkerijwereld shall never be liable for damages, including consequential damages, lost profits, missed savings, and business interruption damages.
5. Bakkerijwereld can only be liable for direct material damage caused by an attributable failure in the performance of the obligation(s) arising from the Agreement, which the Customer has reported to Bakkerijwereld by registered letter within 30 days after the Customer became aware or could have become aware of it. Direct damage is defined as:
   a. the reasonable costs incurred to ascertain the cause and extent of the damage, to the extent that the ascertainment relates to damage within the meaning of these General Terms and Conditions;
   b. any reasonable costs incurred to have Bakkerijwereld's defective performance conform to the Agreement;
   c. reasonable costs incurred to prevent or mitigate damage, in condition that the Customer demonstrates that these costs have resulted in the limitation of direct damage as referred to in these General Terms and Conditions.
6. The (cumulative) liability of Bakkerijwereld on any legal ground(s) whatsoever will at all times be limited to the amount paid out under Bakkerijwereld liability insurance policy in the relevant case.
7. If, for any reason, no payment is made under the aforementioned insurance, it is understood that any (cumulative) liability, based on any legal ground(s), cannot result in an amount being paid to the Customer exceeding 15% of the amount invoiced under the portion of the Agreement to which the liability relates. If the Agreement is a long-term agreement with a duration of more than 6 months, liability is limited to 15% of the fee due over the last 6 months. The (cumulative) liability of Bakkerijwereld on any legal ground(s) is, in any case, limited to a maximum of € 3,000 (say: three thousand euros).
8. Any liability of Bakkerijwereld expires 6 months after the Agreement has ended for any reason.
9. The limitations of liability of Bakkerijwereld included in these General Terms and Conditions do not apply if the loss or damage is due to intent or wilful recklessness of Bakkerijwereld.

**Article 22. Indemnities**

1. The Customer indemnifies Bakkerijwereld against all claims from third parties related to or arising from the legal relationship between Bakkerijwereld and the Customer.
2. The Customer expressly indemnifies Bakkerijwereld against claims from third parties concerning intellectual property rights related to the information provided by the Customer to Bakkerijwereld.

**Article 23. Governing Law and Disputes**

1. Dutch law shall apply to all legal relationships involving Bakkerijwereld, even if an Agreement is executed wholly or partially abroad or if the Customer resides or is established abroad.
2. The applicability of the Vienna Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.
3. Unless mandatory legal provisions prescribe otherwise, all disputes arising from the Agreement shall be submitted to the competent Dutch court in the district where Bakkerijwereld is located.
4. The language of any judicial proceedings shall be Dutch.
5. The parties shall only resort to the courts after making every effort to resolve the dispute through mutual consultation.

**CHAPTER II: ONLINE SALES TERMS**

This chapter serves as a supplement to and/or addition to Chapter I and is only applicable in cases of Online Sales. 'Online Sales' is defined in the following situations:

a. when the Customer uses or places an order via the ordering process on Bakkerijwereld's website (webshop); or

b. when the Customer enters into an Agreement via email/telephone without having visited Bakkerijwereld's showroom (communication occurred remotely).

In cases of Online Sales, if there is a deviation from an article or section in Chapter I as stated in Chapter II, the relevant condition in Chapter II shall prevail. If a particular subject is not covered in Chapter II of these General Terms and Conditions, reference shall be made to Chapter I of these General Terms and Conditions.

**Article 24. Offer and Website**

1. An offer on the Website expires if a Product to which the offer relates is no longer available in the meantime.
2. All prices listed on the Website and in other materials from Bakkerijwereld are inclusive of VAT and exclusive of other government-imposed levies, unless otherwise stated on the Website. In the case of cross-border delivery of Products, Bakkerijwereld will charge VAT, customs duties, and other government levies in accordance with applicable (international) laws and regulations.
3. Shipping and travel costs are borne by the Customer, unless otherwise indicated on the Website. The amount of these costs will be communicated to the Customer. The costs depend on the location and the Product to be delivered.
4. The content of the Website is compiled with the greatest care. However, Bakkerijwereld cannot guarantee that all information on the Website is always accurate and complete. All prices and other information on the Website and other materials from Bakkerijwereld are subject to apparent programming and typing errors.
5. Bakkerijwereld cannot be held responsible for (color) discrepancies resulting from screen quality.
6. The photos shown on the Website may contain color deviations compared to the original Products. Bakkerijwereld cannot be held responsible for such discrepancies.
7. Bakkerijwereld will make every effort to ensure that the Website functions properly and remains continuously accessible. However, Bakkerijwereld cannot guarantee this. Bakkerijwereld expects the Customer to understand possible disruptions or maintenance of the Website. The Customer cannot hold Bakkerijwereld liable for any damage suffered due to the inaccessibility of Bakkerijwereld's Website.

**Article 25. Conclusion of Agreement via Webshop**

1. The Agreement concluded through the ordering process on the Website's webshop is formed at the moment the Customer accepts Bakkerijwereld's offer on the Website and meets the conditions set by Bakkerijwereld.
2. Once the Agreement is concluded via the webshop on the Website, the Customer will receive an electronic confirmation thereof.
3. If it is discovered that the Customer has provided incorrect information, Bakkerijwereld has the right to fulfill its obligation only after receiving the correct information.
4. Within legal limits, Bakkerijwereld may verify whether the Customer can meet their payment obligations, as well as all facts and factors relevant to responsibly entering into the Agreement. If Bakkerijwereld has valid reasons based on this investigation to not proceed with the Agreement, it is entitled to refuse an order or request or to impose special conditions, such as prepayment, on the execution.

**Article 26. Order Form**

1. When the Customer uses or places an order via the ordering process on Bakkerijwereld's Website (webshop), the Customer must complete an order form.
2. Bakkerijwereld is not liable for the accuracy of the information provided by the Customer on the order form. Bakkerijwereld is entitled to assume that the information provided by the Customer on the order form is correct.

**Article 27. Execution of Online Sales Agreement**

1. Bakkerijwereld is entitled to engage third parties in the performance of the obligations arising from the Online Sales Agreement.
2. Once Bakkerijwereld has received the order, Bakkerijwereld will dispatch the Products as soon as possible.
3. Bakkerijwereld is entitled to deliver an order containing multiple Products in installments and to invoice the delivered portions separately.
4. If a delivery term for Products has been agreed or specified, it is not a strict deadline. In the event of a delay, the Customer must first give Bakkerijwereld written notice of default before Bakkerijwereld is considered to be in default. This means the Customer must provide Bakkerijwereld with a reasonable period – at least 14 days – to fulfill its obligations.
5. The Customer is obligated to accept the Products when they are made available. If the Customer fails to do so, Bakkerijwereld is entitled to store the Products at the Customer's expense and risk.
6. Bakkerijwereld will execute the Agreement to the best of its knowledge and ability and in accordance with the standards of good craftsmanship, based on an obligation of effort.
7. A delay in delivery by Bakkerijwereld does not entitle the Customer to compensation.

**Article 28. Right of Withdrawal**

1. This article applies only to Customers who are Consumers and in cases of Online Sales. Only Consumers in case of Online Sales may exercise the right of withdrawal. The right of withdrawal does not apply to Products custom-made for a Consumer. Such Products cannot be returned.
2. The Consumer has the right to cancel the Online Sales Agreement with Bakkerijwereld within 14 days, without giving reasons, and without incurring any costs.
3. The 14-day period referred to in paragraph 2 of this article starts on the day after the Consumer, or a third party designated by the Consumer who is not the carrier, has received the Product, or:
   a. if the Consumer has ordered multiple Products in a single order: the day on which the Consumer, or a designated third party, received the last Product;
   b. if the delivery of a Product consists of multiple shipments or parts: the day on which the Consumer, or a designated third party, received the last shipment or part;
   c. in the case of Online Sales Agreements for regular delivery of Products over a certain period: the day

on which the Consumer, or a designated third party, received the first Product.

4. During the withdrawal period referred to in paragraph 2 of this article, the Consumer must handle the Product and its packaging with care. The Consumer may only open the packaging and use the Product to the extent necessary to determine the nature, characteristics, and functioning of the Product. The inspection should not exceed what the Consumer could reasonably do in a physical store.
5. If the Consumer handles the Product in violation of paragraph 4 of this article or damages the Product in any other way, the Consumer shall be liable for the reduction in value resulting therefrom.
6. The Consumer may withdraw from the Online Sales Agreement within the period set forth in paragraph 2 of this article by notifying Bakkerijwereld via email at info@bakkerijwereld.com, specifying the order number, that they wish to cancel the purchase. After withdrawal, the Consumer has 14 days – following the notification mentioned above – to return the Product to Bakkerijwereld. The Product must be returned undamaged and well-packaged in its original packaging.
7. The shipping costs and risk associated with returning Products are the responsibility of the Consumer. If desired, Bakkerijwereld can handle the return transport. In this case, the transport costs will be deducted from the amount to be refunded.
8. Products may be returned to:
   Bakkerijwereld
   Frankeneng 51A
   6716 AA Ede (Netherlands)
9. Amounts already paid by the Consumer will be refunded as soon as possible, and no later than 14 days after the cancellation of the Agreement, using the same payment method the Consumer used for the order. If there is a reduction in value as referred to in paragraph 5 of this article, Bakkerijwereld is entitled to offset the reduction in value against the amounts already paid by the Customer, resulting in a lower refund amount.
10. The Website will clearly state, in a timely manner before concluding the Agreement, whether the right of withdrawal applies and any desired procedure.

**Artikel 29. Payment Method**

The Customer must make payments under the Online Sales Agreement to Bakkerijwereld according to the payment methods indicated in the ordering process and possibly (on the Website) specified by Bakkerijwereld. Bakkerijwereld is free to choose the payment methods it offers, and these may change from time to time.