

GENERAL DELIVERY TERMS

General terms of delivery and payment from the firm AFS-Europe hereafter called Supplier, established and office maintained at Voorthuizen published at the Chamber of Commerce Harderwijk.

1. GENERALLY

All our offers, agreements and implementation of it are exclusively managed by the present conditions. Deviations need explicitly corresponded written to us. Under "the counterpart" in these conditions it is understood; every (artificial) person, which have closed an agreement with Supplier, respectively wish to close and except these, his representative(s), authorised, assign(ee) and heirs. Its own conditions used by the counterpart remain unimpeded as far as not in fight with the present conditions. In that case our conditions will have at any time primacy, even if otherwise primacy is stipulated.

2. SPECIAL OFFERS

All Supplier done offers, in which form thus, is without engagement, unless it has been differently mentioned explicit. If an offer returns accompanied of budgets, plans, catalogues or other records, remain this at any time property of Supplier and must on first request sent back to Supplier. They cannot be multiplied without authorisation, nor to be given to third parties for inspection. Sending of offers and/or (other) documentation does not oblige Supplier to acceptance of an order. Not-acceptance becomes through Supplier as soon as possible, but anyway within 10 days to the counterpart it is notified. Supplier preserves himself the right for, for orders without refusing, or under cash on delivery provide statement of reason.

3. AGREEMENT

Subject to hereafter put comes about an agreement with Supplier then after we have accepted a task in writing, respectively has confirmed where the date of the affirmative determinative is. The task affirmative is considered the agreement correctly and entirely, reflects unless the counterpart has protested in writing against that immediately.

Possibly later made additional agreements or modifications, bind Supplier only if these have been confirmed Supplier in writing.

For operations for which to nature and scope no tender and/or task affirmative is sent, the invoice is considered reflect the agreement correctly and entirely, subject to publicity in 3 days.

Each agreement by Supplier being contracted under the suspending condition that the counterpart - exclusively at on our part appraisal sufficiently creditworthy seems for the financial compliance with the agreement. Supplier has been entitled at or after contracting the agreement, before performing (further), of the counterpart certainty require that both to payment - and the remaining obligations can be satisfied. Supplier is competent if she considers this necessary, or desirable considers for a correct implementation of to Supplier supplied task and after consultation with the counterpart, in implementation of the agreement integrate others of which the costs to the counterpart will be charged in accordance with supplied tasks.

4. PRICES

Unless is mentioned differently the prices of Supplier:

- on supply finished depot based Supplier or other warehouse. Freight costs are at any time charged.
- excluding VAT, import duties, other taxes, levies and rights.
- excluding the costs of packing, - and unloading.
- mentioned in the Dutch currency; possible diversions are charged.
- at orders with a total value of less than EUR 1000,00 (excl. VAT) is charged EUR 25,00 as order costs.
- all goods have been covered during domestic transport by ours transport insurance until the delivery address. At foreign transport travel the goods for risk and justification of the counterpart.
- in case of increase of one or more of the cost factors Supplier has been entitled raise the order price accordingly; and an other one taking into account the possible to the point existing legal regulations on the understanding that already well-known future increases in the price must be mentioned at the order affirmative.

5. CANCELLATION

If the counterpart after an agreement has come about, wishes is charged cancel these, 20% of the order price (incl. VAT) as annulment costs, notwithstanding the right profit lacked of Supplier on complete damages, incl. lost profit.

An exception herewith are the product trainings and courses. If the participant(s) didn't appear on the day of the training course, after confirming the date of the training courses, the payment obligation will be charged until it is fully paid. Following the product trainings and courses at a later date in the case of non-appearance of the participant(s) will be possible, but is only considered as a service. Hereby, no right shall be claimed.

6. DELIVERY

From the moment of closing the sale agreement the bought product is from risk of the counterpart. Unless different corresponded, delivery is on house/company of the counterpart. Carriage paid delivery occurs only if and as far this through Supplier with the counterpart is corresponded and on the invoice or on another way otherwise will be specified.

The delivered, in this case the package at delivery must be, still in 3 workdays, controlled on eventually shortages and/or damages.

The counterpart is forced to control this or to do this control after an announcement of the Supplier that the goods are under the disposal of the counterpart.

Eventually shortage and/or damages from the delivered package which must be present by delivery, the counterpart need to mention a failing, which the counterpart esteemed for that what is delivered, on the delivery bill, the invoice, and/or transportation documents. Only then the advertisement will not be as to that take in considered.

Supplier is authorized to deliver in parts (part delivery) which Supplier can charge separately.

Statement of time of deliver event always by approach unless in writing differently corresponded.

7. TRANSPORT/RISK

The way of transport, sending, packing and the like will be, unless there is no more detailed sign through the counterpart supplied on Supplier, through Supplier specific as good family man/merchant prescribed. Any specifically wishes from the counterpart concerning the transport/sending will be done unless the counterpart has explained that he would concerned for the more cost. On request of Supplier must this be confirmed in written. Unless different corresponded there will be no packing brought in charge and would packing materials not took back.

8. SUPREMACY

Under "supremacy" is understood at these:

each of the will of parties independent as the case may be unexpected circumstance as a result of which compliance with the agreement can be no longer desired reasonably by the other party.

If to our judgement the supremacy of a temporary nature will be, Supplier has the right the implementation of the agreement this way long, suspend until the circumstance which no longer produces himself supremacy occurs.

The supremacy situation of a nature permanent is, then can parties an arrangement make concerning the dissolution of the agreement and to that the binding impact to our judgement.

Supplier is authorized payment of the performances, which have been performed in implementation of the concerning agreement, for that of supremacy causing progress circumstance has proven to be.

The party which thinks in supremacy at (come) to find oneself, must the other inform party of it immediate.

9. INTELLECTUAL PROPERTY RIGHTS

All drawings, litho, designs, sketches, models and such, manufactured by or on behalf of Supplier in the implementation of the agreement, remain inalienable the property Supplier, as well as the right there use.

Counterpart guarantees Supplier at any time that the use of by counterpart supplied data or otherwise, Supplier in fight will not bring with the legal regulations or protected rights of third parties. Counterpart protects Supplier entirely for all direct and indirect impact of rededications which third parties could make towards Supplier appropriate on account of violation of the earlier guarantee laid down in this chapter.

10. RESPONSIBILITY

Supplier close down every responsibility as far as it is not provided by the law. The responsibility of Supplier would be the total amount of the relevant order, it never goes above it. Subject to the regular applied law from public order and good loyalty, is Supplier not obliged to any compensation or damage, in any shape, direct or indirect whatever loss or profits under on movable and immovable business or persons both the counterpart as by third party. In each case is Supplier not responsible for damage arising from or caused through the use of the provided goods or through the unsuitable of it for the case which the counterpart purchased it for. Through only received the provided goods through or on behalf of the counterpart is Supplier protected from all possibly claims of the

counterpart and/or third party as far as payment of the compensation notwithstanding or the damage is arising as a result of construction and/or faults in manufacture as far as any other cause.

11. ADVERTISING

Possible publicities Supplier is only handled if they Supplier have reached directly, within 14 days after supply of the concerning performance or sent invoices in writing, under precise task of the nature and ground of the complaints.

Return of provided can occur only after preceding written authorisation of Supplier, by stipulating conditions to Supplier.

12. WARRANTY

Taking into account hereafter the put restrictions, Supplier grant for 6 months with regard to the products provided by Supplier. The warranty sets limits to it the occurring factory errors and does not include therefore jamming which have their cause in some way of wear or usage present components of provided.

On of third party components involved or enclose Supplier warranty are no longer granted, then this supplier to Supplier grant.

The warranty expires if third parties integrated by the counterpart and/or by him are used, in an incompetent manner provided.

The warranty also expires if third parties activities integrated by the counterpart and/or by him as the case may be modifications to provided are carried out.

Supplier replaces components for the satisfaction to our warranty obligation, then the replaced components become property of Supplier.

The counterpart does not satisfy not, partially, or not swift to only from between parties agreement closed resulting obligation, then we has been kept to warranty, as long as the situation continues.

13. OWNERSHIPS RESTRICTION

Provided goods remain property of Supplier, up to the moment on which all ours under this agreement performed supplies and activities as the case may be still to perform supplies have been paid and activities including interest and costs by the counterpart. In case of suspension of payment, bankruptcy, suspension of payment, liquidation of the counterpart or die when the counterpart is a natural person, Supplier has been entitled the order proof of default or legal cancelling mediation entirely or partially and the unpaid continued progress part of provided. Annulment and withdrawal leave Supplier right to compensation for loss or damage unimpeded. In these cases each progress of Supplier on the counterpart will be direct and entirely claimable.

14. PAYMENT

Unless in writing is differently corresponded, payment must be cash at delivery, without discount, or by means of discharge or transfer on Supplier's designated bank. The banking costs are for the counterpart.

On the bank duplicates of Supplier currency day indicated is determinative and becomes therefore commented as a payment day. All payments performed by the counterpart stretch primarily covering costs turned into payment of possible interest and by Supplier and then for the payment of the oldest being open invoices.

15. INTEREST AND COSTS

If payment has not taken place within the period mentioned in previous Articles are the counterpart by right in staff absence and as from the invoice date an interest of 1% by (part of) month chargeable concerning the invoice amount still being open. All to make judicial and nonlegal collection costs come at the expense of the counterpart. The nonlegal collection costs to amount to at least 15% of aforementioned interest counterpart chargeable amount.

16. APPLICABLE LAW

To all offers, agreements and the implementation of it, are governed by Dutch Law and any legal actions arising out of such transactions shall be subject to the Dutch Legal processes and under the jurisdiction of Dutch Courts.

17. DISPUTES

All disputes in matters on which apply these conditions subject to the competence of parties will provoke decisions of the president of the district, giving judgement in short lawsuit, to the pronouncement of the ordinary judge in the place of business or the district of Supplier definitely.

18. FINAL PROVISION

This general supply - and payment conditions aim at a reasonable regulation of the Right proportion between Supplier and counterpart. As far as circumstances could occur in which these conditions or some provisions could lead of it, to unreasonable outcomes, these conditions insofar missing that application.

GDPR

GDPR General Data Protection Regulation
AVG Algemene Verordening
Gegevensbescherming
AFS-Europe, located at Hunnenweg 7 in
Voorthuizen, is responsible for the
processing of personal data as shown in
this privacy statement. Contact details:
www.afs-europe.com;
support@afs-europe .com;
00-31-342-477882

1. PERSONAL DATA WE PROCESS

AFS-Europe processes your personal data because you use our services and / or because you provide them to us yourself.

Overview of the personal data we process:

Company data
Company name
Chamber of Commerce number
VAT number
Address data
Phone numbers
E-mail address
Contact person's data
Initials
First Name
Last name
Gender
Only in case when followed a Course for the certificate
Date of birth
Place of birth

2. SPECIAL AND / OR SENSITIVE PERSONAL DATA THAT WE PROCESS

Our website and / or service does not intend to collect data about website visitors who are younger than 16 years. Unless they have permission from parents or guardians. However, we cannot check if a visitor is older than 16. We encourage parents to be involved in the online activities of their children, in order to prevent data about children being collected without parental consent. If you are convinced that we have collected personal information about a minor without this consent, please contact us at support@afs-europe .com and we will delete this information.

3. WITH WHAT OBJECTIVE AND ON THE BASIS OF WHAT BASE WE PROCESS PERSONAL DATA

AFS-Europe processes your personal data for the following purposes:

- Handling your payment
- You request a quote
- You request for information
- You can call or e-mail if necessary to carry out our services
- Inform you about changes to our services and products
- Give you the opportunity to create an account
- To deliver goods and services to you
- AFS-Europe also processes personal data if we are legally obliged to do so, such as information that we need for our tax return.

4. AUTOMATED DECISION-MAKING

AFS-Europe does not take decisions based on automated processing on matters that can have (significant) consequences for persons. These are decisions taken by computer programs or systems. Without a person (for example a AFS-Europe employee) sitting in between. AFS-Europe uses the following computer programs:

- Website with Webshop
- Accounting program
- Customer database
- Course certificate database
- Text processing
- Spreadsheet

5. HOW LONG WE KEEP PERSONAL DATA

AFS-Europe does not store your personal data longer than is strictly necessary to achieve the purposes for which your data is collected. We store data for a business relationship and the course certificate database because of the mandatory traceability of the training certificates.

6. COOKIES OR COMPARABLE TECHNIQUES WE USE

AFS-Europe only uses technical and functional cookies. And analytical cookies that do not infringe your privacy. A cookie is a small text file that is stored on your computer, tablet or smartphone when you first visit this website. The cookies we use are necessary for the technical operation of the website and your ease of use. They ensure that the website works properly and remember, for example, your preferences. We can also optimize our website with this. You can opt out of cookies by setting your internet browser so that it does not store cookies anymore. In addition, you can also delete all information previously saved via the settings of your browser.

7. ADJUST OR REMOVE DATA

You have the right to view, correct or delete your personal data. In addition, you have the right to withdraw your consent to the data processing or to object to the processing of your personal data by AFS-Europe and you have the right to data transferability. This means that you can submit a request to us to send the personal information we have from you in a computer file to you or another organization mentioned by you.

You can send a request for inspection, correction, deletion, data transfer of your personal data or request for cancellation of your consent or objection to the processing of your personal data to support@afs-europe .com.

In order to ensure that the request for access has been made by you, we ask you to send a copy of your proof of identity with the request. Make your passport photo, MRZ (machine readable zone, the strip with numbers at the bottom of the passport), passport number and citizen service number (BSN) black in this copy. This is to protect your privacy. We respond as quickly as possible, but within four weeks, at your request.

AFS-Europe also wishes to inform you that you have the opportunity to submit a complaint to the Autoriteit Persoonsgegevens National Supervisory Authority, the Dutch Data Protection Authority (DPA). This can be done via the following link:

<https://autoriteitpersoonsgegevens.nl/nl/contact-met-de-autoriteit-persoonsgegevens/tip-ons>

8. HOW WE PROTECT PERSONAL DATA

AFS-Europe takes the protection of your data seriously and takes appropriate measures to prevent misuse, loss, unauthorized access, unwanted disclosure and unauthorized modification. The data is local stored AES Encrypted and password protected.

9. CONTACT ABOUT PERSONAL DATA

If you have the impression that your data is not properly secured or there are indications of misuse, please contact our customer service or via support@afs-europe .com.