

# TERMS AND CONDITIONS OF ALLTRADE

We kindly advise you to read these Terms and Conditions carefully so you are aware of your rights and obligations under this Agreement. You are referred to in these Terms and Conditions as the Customer. For the sake of convenience we choose the masculine gender, but where "he" is mentioned we also mean "she".

## Article 1. Definitions

1. In these Terms and Conditions, capitalized terms shall be defined as follows:

Terms and Conditions	the terms and conditions listed in this document as used by Alltrade;
Login Credentials	the combination of the Customer's username and password for placing an order on the Website;
Customer	the natural person or legal entity who places an order on the Website;
Alltrade	the private company with limited liability Alltrade, established and having an office at (4791 VD) Klundert at Truckweg 5;
Agreement	the agreement between the Customer and Alltrade, which is concluded via the Website on the basis of which the Customer buys the Product from Alltrade;
Product	a product that is offered on the Website by Alltrade;
Privacy Statement	the Privacy Statement of Alltrade, which can be found on the Website;
Website	the website owned by Alltrade, on which the Product is offered;

## Article 2. Applicability

1. These Terms and Conditions apply to every offering made by Alltrade on the Website, to every Agreement concluded via the Website and to every use of the Website.
2. Alltrade may amend and / or complement these Terms and Conditions at any time. Changes do not apply to already concluded Agreements. The most up to date version of the Terms and Conditions can be found on the Website. If the Customer does not agree

with the amended and / or complemented Terms and Conditions, the Customer cannot order the Product.

3. The applicability of any of the Customer's purchasing terms and conditions or other conditions is expressly rejected by Alltrade.

### **Article 3. Offer and establishment of the Agreement**

1. The Agreement enters into force by completing the ordering process on the Website and accepting the Terms and Conditions.
2. An offer on the Website is always without any obligation and can be revoked by Alltrade immediately after an order.
3. Alltrade is not bound by apparent errors and clerical errors in the offer on the Website.

### **Article 4. Use and Availability of the Website**

1. Alltrade does not guarantee that information on the Website is always correct, current or complete.
2. During the registration process, the Customer can be asked to provide Login Credentials. The Customer guarantees to Alltrade, and is responsible for ensuring that the information he provides is correct, complete and current.
3. The Customer is responsible and liable for all use made with his Login Credentials.
4. As soon as the Customer knows or has reason to suspect that his Login Credentials came into the hands of unauthorized persons, the Customer is obliged to report this case to Alltrade, without prejudice to the obligation to immediately take effective measures himself, such as changing the Login Credentials.
5. Alltrade reserves the right to change the login procedure and / or Customer's Login Credentials if it is deemed to be necessary for the functioning of the Website.

### **Article 5. Price and payment**

1. The stated price of the Product is valid the moment it is displayed on the Website. VAT is included in the stated total price. Any additional costs, such as shipping and payment costs, will be mentioned on the Website.
2. The payment methods will be mentioned on the Website. When the Customer chooses a method of payment after delivery, the payment term depends on the payment method chosen, as indicated on the Website. The payment term is a deadline.
3. If the Customer exceeds the payment deadline or Alltrade is unable to collect the amount due by means of the payment instrument chosen by the Customer before the end of the payment term, the Customer shall legally be in default, regardless of whether Alltrade sends any further warning or notice.

4. If the Customer is in default with regard to his payment obligation, Alltrade may refer the debt for collection, in which case the Customer shall also be obliged to pay the costs incurred by Alltrade in accordance with the graduated scale of judicial collection expenses (BIK)

#### **Article 6. Delivery**

1. The delivery deadlines on the Website and / or during the ordering process are indicative and cannot be considered legal deadlines.

#### **Article 7. Privacy**

1. When visiting the Website and placing an order, or indicating Login information, (personal) information is supplied to Alltrade. This (personal) information shall be processed in accordance with the applicable laws and regulations and the Privacy Statement.

#### **Article 8. Withdrawal and complaints**

1. Within 14 days after the receipt of the Product the Customer has the right to dissolve the Agreement without providing reasons, unless one of the exceptions in Article 6:230p of the Dutch Civil Code applies. If the right of dissolution applies, then the Customer can invoke this right by filling in the model form for dissolution, as provided by Alltrade, and by returning this form - together with the Products delivered but not desired by the Customer - to Alltrade. The costs of return shipment are at the expense of the Customer.
2. In the event of dissolution of the Agreement, the Customer is obliged to return the Product delivered but not desired by the Customer as quickly as possible, and in any case within 14 days after the declaration of dissolution.
3. In the event of dissolution of the Agreement, Alltrade will refund the already paid amount under the Agreement by the Customer within 14 days after receipt of the declaration of dissolution. Alltrade is entitled to deduct the value reduction of the Product from the amounts to be refunded, insofar as this decrease in value is the result of use by the Customer that goes beyond what is necessary to determine the nature, characteristics and functioning of the Product.
4. If the Customer has opted for a different method of shipment than the standard shipping method, only the costs for the standard shipping will be reimbursed by Alltrade.
5. Complaints about the Product can be sent to [info@choconame.nl](mailto:info@choconame.nl). Alltrade will react

substantively to the complaint within a reasonable period of time.

**Article 9. Conformity**

1. If a Product does not comply with the Agreement, Alltrade will repair the Product free of charge and within a reasonable time period at the discretion of Alltrade or, in case of absence of a Product or parts thereof, still deliver them. If the repair is not possible or can't be demanded of Alltrade, Alltrade will replace the Product.
2. If Alltrade has not repaired the Product within a reasonable period, the Customer is entitled to address another party for recovery. Alltrade will reimburse the reasonable costs invoiced by this third party with regard to the recovery.
3. An appeal to the Product's non-compliance with the Agreement is not possible if it was already known or could reasonably have been known to the Customer upon the conclusion of the Agreement that there was a defect, or if the nature of the purchased Product or the nature of the defect is contrary to this.

**Article 10. Liability**

1. Alltrade does not accept any liability for indirect or consequential damages, such as loss of profit, loss of turnover, loss of expected savings and other similar financial losses, as well as loss of goodwill or damage to reputation.
2. To the extent that Alltrade is liable, this liability is limited to a maximum of the price of the Product.

**Article 11. Miscellaneous**

1. The Customer may not transfer the rights and obligations arising from the Agreement to third parties.
2. The use of the Website, these Terms and Conditions and / or the Agreement are subject solely to Dutch law.