

## GENERAL TERMS AND CONDITIONS OF WWW.IBOOD.COM

### **1. General**

For purposes of these General Terms and Conditions and elsewhere on the website, "iBOOD" means Silver Ocean B.V., a private limited liability company, having its office and maintaining business premises in Amsterdam, the Netherlands, and having its registered office in Amsterdam. iBOOD's head office is located at Contactweg 159 in (1014 BJ) Amsterdam; email address: customerservice@iboood.com. Silver Ocean B.V. is listed in the Trade Register of Haarlem, the Netherlands; C.o.C. number 34201965, VAT number NL8128.93.773.B01.

### **2. Application**

These General Terms and Conditions will apply to any and all agreements and legal relations pursuant to which iBOOD acts as supplier of items.

### **3. Inaccuracies**

iBood will not be required to execute an order or compensate a buyer for any loss if iBood made a mistake when presenting the item, formulating its characteristics or stating its price, and: i) it should have been clear to the buyer that such involved a printing error; or ii) if the buyer should not in reasonableness have relied on it under the given circumstances that iBood would or could deliver such item with those characteristics for that price.

### **4. Prices**

All prices are ex warehouse (Incoterms 2000), including any VAT due.

### **5. Market**

Items are currently delivered to buyers in the Netherlands, Belgium, Luxembourg, Germany, France, Spain, England, Italy, Sweden, Denmark, Finland, Russia, Switzerland, Monaco, the Czech Republic, Ukraine and Poland. Purchase agreements are concluded with natural persons not acting in the course of a profession or business only. Therefore, any VAT charged will not at any time be refunded.

### **6. Costs of Delivering the Items**

6.1 All prices of the items posted on the website are exclusive of delivery costs.

6.2 Delivery costs will be stated separately when settling the order and may vary daily and for each order.

## **7. Delivery and Delivery Period**

7.1 iBOOD shall make an effort to supply the items ordered, provided that iBOOD has such items in stock, to the delivery address within five working days of the order confirmation and the required receipt of payment. Prior to delivering an order, the buyer may be contacted to verify the correctness of the order. This may cause some delay in delivery. When registering, buyers must state a telephone number on which they can be reached during the day (such as their number at work or a mobile phone number), so that the delay, if any, will be as short as possible.

7.2 The delivery periods referred to above are of an indicative nature and are not times of the essence. Should the order not be delivered within 30 days, the buyer will be entitled to cancel the order at no charge.

7.3 Items will be delivered ex warehouse (Incoterms 2000). iBOOD shall arrange delivery by post or dispatch in any other way, at iBOOD's option.

7.4 iBOOD may dispatch the delivery in parts. Any extra costs for subsequent deliveries will be borne by iBOOD.

## **8. Safe Payment**

8.1 iBOOD offers several ways of paying electronically, as well as the option, for non-Dutch buyers, to pay by transfer.

8.2 iDEAL: Dutch buyers may pay by iDEAL. iDEAL has been developed by the banks jointly, so that the system is compatible with the well-known Internet Banking systems. It is a simple, fast and safe way of ordering on-line. Buyers can effect payment in a couple of steps. Step 1: Select iDEAL as the method of payment when ordering on iBOOD. Step 2: Select the bank with which the buyer has a current account. Step 3: Confirm payment through the Internet Banking security method (e.dentifier for ABN AMRO). Step 4: Payment is processed directly.

8.3 Credit card (Mastercard, Visa or American Express): During the ordering process, buyers can state their credit card number and the expiry date thereof. The name stated on the card must be stated in exactly the same way. Subsequently, payment is authorised on-line, so that buyers immediately know whether it is approved or not.

8.4 Transfer (available for non-Dutch buyers only): The amount of the order may be deposited in advance. On their transfer form, buyers must state the following reference: order number and surname. Please note that, since iBOOD sells one item every day, it is important that iBOOD receives the amount of the order within 48 hours. Once the total amount has been credited to iBood's account, the order will be dispatched to the buyer immediately. If iBood does not receive the amount within 48 hours, iBood may assume that the buyer does not wish to fulfil the purchase agreement, and the items ordered will not be supplied.

## **9. Cancellation of Purchase Agreement**

9.1 The buyer will be entitled to cancel or dissolve the purchase agreement during the seven working days following receipt of the item in question at the delivery address. In order to cancel or dissolve the agreement, the buyer must report the item at [customerservice@ibood.com](mailto:customerservice@ibood.com) within seven working days of receipt of the item at the delivery address. Any direct costs incurred to return the item are to be borne by the buyer. If the purchase agreement is dissolved, the buyer will be entitled to a refund of the amount he/she paid iBood. Such amount will in any case be refunded within 30 days of the cancellation or dissolution.

9.2 The provisions laid down in the preceding paragraph will not apply to:

- a) items whose price is subject to fluctuations in the financial market, which iBood cannot influence;
- b) items that:
  - 1) have been made as per the buyer's specifications;
  - 2) are clearly of a personal nature;
  - 3) cannot be returned due to their nature; and/or
  - 4) decay or age quickly;
- c) audio and video recordings and computer software in the event that the buyer has broken the seal; and/or
- d) newspapers and magazines.

## **10. Applicable Law**

Dutch law will apply to any and all legal relations between iBOOD and the buyer, regardless of the country from where the order is placed.

## **11. Dutch Text Prevails**

The Dutch text of these General Terms and Conditions will prevail over translations thereof.

## **12. Personal Data**

12.1 iBOOD shall comply with the statutory rules on the protection of personal data as laid down in the Dutch Personal Data Protection Act [*Wet bescherming persoonsgegevens*]. For instance, buyers will always have the option of inspecting their own data and of changing or deleting such data. Buyers can do so by logging onto our website and inspecting the data in the "personal" section of iBOOD.

12.2 iBOOD will store the data provided by buyers in a data file. Such data will be used to execute buyers' orders and will be kept as long as necessary to handle any complaints about the execution of an order. No data will be passed on to third parties if such should jeopardise the buyer's privacy.