



GENERAL TERMS AND CONDITIONS OF SALE (BUSINESS TO CONSUMER)

WWW.JOYSTOVE.COM

Company data

Name: Joyful Trading v.o.f.

Registered address: Jacob van Lennepstraat 375C, 1053JM Amsterdam, The Netherlands

info@joystove.com

1. Article 1: General provisions

- 1.1. These General Terms and Conditions of Sale (“**Terms and Conditions**”) apply to all offers made by and agreements entered into with or through the e-commerce website (www.joystove.com) and all the affiliate websites of Joyful Trading v.o.f., a general partnership (*vennootschap onder firma*) with registered office at Jacob van Lennepstraat 375 C, 1053JM Amsterdam (hereinafter referred to as “**JOYFUL TRADING**”), registered in the Dutch Chamber of Commerce in Amsterdam under number 63868199, which offers its customers the possibility to purchase its products online from its web shop.
- 1.2. The present Terms and Conditions apply to any order placed by a visitor to this e-commerce website (“**Customer**”). When placing an order via the JOYFUL TRADING web shop, the Customer must explicitly accept the present Terms and Conditions. The Consumer hereby agrees to the applicability of the present Terms and Conditions, to the exclusion of any other terms and conditions.
- 1.3. The applicability of any general terms and conditions of the customer is expressly rejected by JOYFUL TRADING.
- 1.4. Variations from and/or supplements to these Terms and Conditions shall only apply if they have been agreed in writing.
- 1.5. Copies of the Terms and Conditions are available from the website www.joystove.com and will be sent to the Customer free of charge on request. The Terms and Conditions have been filed with the Chamber of Commerce and Industry in Amsterdam, where they are available for inspection.
- 1.6. JOYFUL TRADING reserves the right to amend and/or supplement these Terms and Conditions from time to time.
- 1.7. The version of the Terms and Conditions which is valid at the time the purchase agreement is entered into shall always apply.
- 1.8. If any provision of the Terms and Conditions is null or proves to be invalid or unenforceable, the remaining provisions shall remain in force. In such cases, JOYFUL TRADING and the Customer will consult together in order to agree a new provision which will replace the original provision and which reflects the object and purpose of the null, invalid or unenforceable provision as much as possible.

2. Article 2: Price

- 2.1. All prices mentioned are expressed in the currencies of the websites in the countries where JOYFUL TRADING is active and always include VAT and all other taxes to be paid by the Customer. If delivery, reservation or administrative costs are charged, this will be stated separately.
- 2.2. Additional postage costs may be charged for shipments. The prices indicated exclusively relate to the items as literally described. Accompanying pictures are used by way of illustration only and may contain elements that are not included in the price.



3. Article 3: Offer

- 3.1. Despite the fact that the online catalogue and the e-commerce website were created with the utmost care, it is possible that the information provided is incomplete, contains material errors or is not up-to-date. Obvious mistakes or errors in the offer do not bind JOYFUL TRADING. In terms of accuracy and completeness of the information provided, JOYFUL TRADING is only bound by a best effort obligation.
- 3.2. JOYFUL TRADING can in no case be held liable for obvious material errors. If the Customer has specific questions about e.g. availability, period or method of delivery, we request the Customer to contact our customer service in advance.
- 3.3. The offer is valid subject to availability of the product and can be changed or revoked by JOYFUL TRADING at any time. JOYFUL TRADING cannot be held liable for the unavailability of a product. If an offer is of limited duration or subject to conditions, this is explicitly mentioned in the offer.

4. Article 4: Online purchases

- 4.1. The Customer completes the online reservation form with his address and invoicing data. Depending on the country of residence, the Customer can choose between the following methods of payment:
 - by credit card (VISA, American Express, MasterCard);
 - by debit card through IDEAL;
 - Belfius Direct Net;
 - Bitcoin;
 - KBC/CBC Payment Button;
 - Paypal;
 - SOFORT Banking; or
 - Bancontact.
- 4.2. Joyful Trading is entitled to refuse an order due to serious non-performance by the Customer with respect to orders the Customer is involved in.

5. Article 5: Delivery and performance of the contract

- 5.1. Items ordered through this web shop are delivered to all countries. JOYFUL TRADING may charge the Customer for delivering products. The amount of delivery charges will depend, among other things, on the distance between the JOYFUL TRADING distribution address and the delivery address, and the number of products to be delivered.
- 5.2. Unless agreed or explicitly determined otherwise, the goods are delivered to the address of the Customer within 30 days after receipt of the order and the payment.
- 5.3. Before any delivery is made, the Customer is expected to check the details on the purchase invoice and any other delivery documents (amongst others; name, address, postal code, place of residence and telephone number).
- 5.4. JOYFUL TRADING will process orders it has accepted for delivery with all due speed.
- 5.5. Any visible damage and/or qualitative deficiency of an item or other defect upon delivery should be reported immediately to JOYFUL TRADING by the Customer. The risk of loss or damage shall pass to the Customer at the moment in which he (or a third party other than the carrier and indicated by the Customer) has acquired material possession of the goods. However, the risk shall pass to the Customer upon delivery to the carrier, if the carrier is commissioned to carry the goods by the Customer and that choice was not offered by JOYFUL TRADING.



5.6. The Customer shall provide all assistance required in connection with the investigation of any damage claims, which includes giving JOYFUL TRADING the opportunity to carry out an inspection of the circumstances of the use and/or installation of the product(s).

6. Article 6: Penalties for non-payment

6.1. Without prejudice to the exercise of any other rights granted to JOYFUL TRADING, the Customer must pay an annual interest of 10% of the unpaid amount in case of non-payment or late payment, by operation of law and without any formal notice of default being required. Furthermore, the Customer has the obligation to pay a fixed compensation, by operation of law and without any formal notice of default being required, equaling 10% of the amount payable, with a minimum of € 25 per invoice. Without prejudice to the foregoing, JOYFUL TRADING reserves the right to take back the items that were not (fully) paid.

7. Article 7: Retention of title

7.1. JOYFUL TRADING will retain title to all products which it supplies until all its claims against the Customer relating to products supplied or to be supplied by JOYFUL TRADING to the Customer under an agreement, or relating to the Customer's failure to perform such agreement(s), have been settled in full.

8. Article 8: Return of purchased products

- 8.1. The provisions of this article only apply to Customers who purchase goods online from JOYFUL TRADING in their capacity as consumers.
- 8.2. The Customer is entitled to return a purchased product from JOYFUL TRADING within a period of 14 calendar days without indication of reasons, in which case the purchase price will be refunded. The right of withdrawal ends 14 calendar days after the day on which the Customer or a third party other than the carrier and designated by the Customer acquires material possession of the goods.
- 8.3. In order to return the purchased product(s), the Customer needs to inform JOYFUL TRADING (info@joystove.com) of its decision to withdraw from the contract, by means of a clear statement (e.g. per email). For this purpose, the Customer can use the attached model withdrawal form, but this is not obligatory. To comply with the withdrawal period, the Customer needs to send the notification of exercise of his withdrawal right before the end of the withdrawal period.
- 8.4. The Customer shall return or hand over the goods to JOYFUL TRADING after contact with the customer service via e-mail (info@joystove.com), in any case, not later than 14 calendar days after the day on which his decision to withdraw from the contract was notified to JOYFUL TRADING. The Customer is on time if he returns the goods before the end of the period of 14 calendar days.
- 8.5. The direct costs of returning the goods are charged to the Customer. If there is, in any way, a decrease in the value of the returned product, JOYFUL TRADING reserves the right to hold the Customer liable and claim damages for any decrease in value of the goods resulting from the use of the goods by the Customer that goes beyond what is necessary to determine the nature, characteristics and of the goods.
- 8.6. Only returns of items that have not been used, are in their original packaging, together with all accessories, user manuals and an invoice or proof of purchase will be accepted. If the Customer withdraws from the agreement, JOYFUL TRADING will reimburse all payments received from the Customer up to that moment, including standard costs of delivery, to the Customer within 14 calendar



days after JOYFUL TRADING has been informed of the decision of the Customer to withdraw from the contract.

- 8.7. Any additional costs resulting from the Customer's choice for a method of delivery other than the cheapest standard delivery offered by JOYFUL TRADING will not be reimbursed. JOYFUL TRADING will reimburse the Customer using the same method of payment the Customer used for the initial transaction, unless the Customer explicitly agreed otherwise; in any case, no costs will be charged to the Customer for such reimbursement.

9. Article 9: Warranty

- 9.1. JOYFUL TRADING complies with all the mandatory legal requirements that apply to warranties in the Netherlands.
- 9.2. JOYFUL TRADING warrants that the products sold by JOYFUL TRADING are free from design, materials and manufacturing defects for a period of two (2) years from delivery, unless otherwise agreed or if a longer manufacturer's warranty applies.
- 9.3. The Customer may invoke the warranty with JOYFUL TRADING provided that the product was bought directly from JOYFUL TRADING. The warranty term commences at the time of delivery. The purchase receipt as the proof of purchase serves as the proof of warranty.
- 9.4. For items purchased online and delivered to the Customer's home, the Customer must contact the customer service of JOYFUL TRADING and return the item to JOYFUL TRADING at his own expense. If a defect is discovered, the Customer must inform JOYFUL TRADING as soon as possible. In any case, defects should be notified by the Customer within a period of two months after its discovery. After this period, there is no further entitlement to repairs or replacement. Defects that appear after a period of 6 months from the date of purchase or delivery are not deemed to be hidden defects, unless the Customer can provide evidence to the contrary.
- 9.5. The warranty shall not apply if an investigation, as referred to in clause 5.6, reveals that the defect was caused by incorrect use of the product.
- 9.6. Maintenance, modification or repair of products supplied by JOYFUL TRADING which has not been performed by JOYFUL TRADING, or usage other than as prescribed or not in accordance with generally accepted standards, or defects caused by disassembly, or defects due to external causes which are not attributed to JOYFUL TRADING render any warranty null and void.
- 9.7. If the type or serial number of the product has been removed or altered, all warranty claims shall lapse.
- 9.8. The following (amongst other things) are excluded from warranty cover:
- a. regular maintenance or repair or replacement of parts due to normal wear and tear;
 - b. damage caused by inadequate maintenance, repair or installation;
 - c. damage relating to the circumstance that the product was not installed or used in accordance with the applicable technical standards or safety standards (or the instructions for installation and use);
 - d. damage resulting from accident, lightning strike, fall, impact, flood, fire, or any other cause beyond the control of JOYFUL TRADING;
 - e. damage related to misuse, negligence or commercial use on the part of the Customer.

10. Article 10: Liability and indemnity

- 10.1. Indirect loss, consequential loss, trading loss, loss due to delay, loss of income, intangible loss, or personal injury is excluded from compensation, unless this should contravene mandatory provisions of law.



- 10.2. JOYFUL TRADING shall never be liable for more than the amount of the purchase price of the product that caused the loss, in so far as this does not conflict with mandatory provisions of law. Where this limitation is not valid in law, JOYFUL TRADING's liability shall always be limited to the amount paid out by the liability insurer of JOYFUL TRADING in any particular case, always provided that this does not conflict with mandatory provisions of law.
- 10.3. The right to compensation shall lapse if the loss is not notified within a reasonable period of time after discovery.
- 10.4. JOYFUL TRADING shall not be liable for any damage or loss that occurs during transport of products by the Customer him/herself.
- 10.5. JOYFUL TRADING shall not be liable for any damage or loss resulting from abnormal use of the product(s) and shall treat such damage or loss as having been caused by external influences.
- 10.6. In case of a claim for compensation, the Customer shall enable JOYFUL TRADING to conduct an investigation and, if necessary, bring in external experts. The Customer shall do everything they can to limit the damage or loss as much as possible.
- 10.7. JOYFUL TRADING shall at all times be entitled to bring in suppliers or other parties which are involved in a claim for compensation and to recover losses suffered by its Customers from those suppliers or other parties (third party practice).
- 10.8. The limitations and/or exclusions of liability stipulated by JOYFUL TRADING itself in the paragraphs above are also stipulated for and on behalf of its employees, any other parties used by JOYFUL TRADING in the context of the agreement, and for any parties from whom it buys the products and/or parts supplied.

11. Article 11: Applicable law and disputes

- 11.1. The agreement and any agreements arising out of, resulting from or relating to it shall be governed by the laws of the Netherlands. The applicability of the Vienna Sales Convention is excluded.
- 11.2. Any disputes in connection with the agreement or any agreements arising out of, resulting from or relating to the agreement shall, in the first instance, be submitted to the exclusive jurisdiction of the District Court in Amsterdam, the Netherlands.
- 11.3. If, however, the Customer is resident in a country outside the European Union with which the Netherlands has no convention for the enforcement of Dutch judgements, then, in derogation of the preceding paragraph, any disputes that arise in connection with the agreement or any agreements arising out of it shall be exclusively settled by arbitration under the Arbitration Rules of the Netherlands Arbitration Institute (NAI). In such a case, arbitration will take place in Amsterdam and the proceedings will be conducted in the Dutch language. The arbitral tribunal will consist of one or three arbitrators at the option of JOYFUL TRADING.

Customer service

The customer service of JOYFUL TRADING can be reached by email to info@joystove.com. All complaints, if any, can be directed to this customer service.

Amsterdam, October 2018.



Annex 1: Model withdrawal form

Dear Customer, this form should only be completed and returned if you wish to withdraw from the agreement.

To: JOYFUL TRADING

Registered address :Jacob van Lennepstraat 375C, 1053JM Amsterdam, The Netherlands

info@joystove.com

I/We (*) hereby give notice that I/we (*) withdraw from our agreement for the sale of the following goods/performance of the following service (*):

Ordered on (*)/Received on (*):

Name(s) of consumer(s):

Address of consumer(s):

Signature of consumer(s):

Date:

(*) Delete as appropriate.