

GENERAL TERMS AND CONDITIONS SCALEMASTERS ONLINE SALES BUSINESS CUSTOMERS

Definitions

ScaleMasters	the company ScaleMasters, the user of these general terms and conditions.
Agreement	an agreement between ScaleMasters and a Customer regarding one or more goods to be delivered by ScaleMasters.
Terms & conditions	these general terms and conditions that are used by ScaleMasters and which are applicable to agreements between ScaleMasters and a customer.
Customer	the counterparty that is a legal entity or a natural person who is acting in the exercise of a profession or company.
Article(s)	the good(s) to be delivered by ScaleMasters.
Material/materials	All materials (such as, but not limited to logos, images, texts, designs etc.) provided by the Customer to ScaleMasters for the execution of the Agreement.
Website	the internet site www.scalemasters.nl

Article 1 Applicability

- 1.1 These Terms and Conditions, with the exclusion of any other general term and conditions, are applicable to all offers, orders and Agreements of ScaleMasters with Customer. Accepting an offer or placing an order means that the Customer agrees with the applicability of these Terms and Conditions and accepts that these are part of the Agreement concluded.
- 1.2 Deviations from these Terms and Conditions can only be agreed in writing and only apply regarding the specific Agreement to which the deviations are related.
- 1.3 In addition to these Terms and Conditions, additional terms and conditions can be applicable to certain articles if explicitly indicated.
- 1.4 ScaleMasters reserves the right to change or supplement these Terms and Conditions. Changes also apply regarding Agreements that have already been concluded with consideration of a period of thirty (30) days after notification of the change per (electronic) message. Changes of minor importance can be implemented immediately.
- 1.5 If the Customer does not want to accept a change that may be negative for him/her in these Terms and Conditions conform the previous paragraph, he/she must ScaleMasters inform about this before the date when the new terms and conditions come into force. ScaleMasters can withdraw the relevant change so this will no longer apply to the Customer. If ScaleMasters does not want to withdraw the change, the Customer has the right to terminate the Agreement on the date of the receipt date of the notice if this is after the starting date of the change.
- 1.6 In case these Terms and Conditions and the Agreement contain mutual conflicting provisions, the terms and conditions set out in the Agreement will apply.

Article 2 Offers/Agreements

- 2.1 All offers of ScaleMasters are without any obligations and as long as in stock. ScaleMasters reserves the explicit right to change the prices, in particular when this is necessary based on (legal) regulations.
- 2.2 An Agreement is only concluded after acceptance of the order by ScaleMasters. ScaleMasters has the right to refuse orders in a motivated way or to attach special terms and conditions to a delivery, unless explicitly stipulated otherwise. If an order is not accepted, ScaleMasters will notify this within ten (10) working days after receipt of the order.
- 2.3 ScaleMasters cannot be held to its offers if the Customer, in terms of reasonableness and fairness and generally accepted views, should have understood that the offer or a part thereof contains an obvious mistake or error.
- 2.4 ScaleMasters reserves the right to cancel an order without specifying reasons if the order is incomplete and/or has been entered incorrectly.
- 2.5 Any additions and changes to the order can be implemented free of charge, provided the change is confirmed in writing by ScaleMasters and the order has not been processed yet. If this is not the case, ScaleMasters reserves the right to refuse the additions or changes or to charge addition costs.
- 2.6 Verbal commitments only bind ScaleMasters after these have been explicitly confirmed in writing.
- 2.7 Offers of ScaleMasters do not automatically apply to backorders.
- 2.8 ScaleMasters is authorised to use third parties for the execution of the Agreement.

Article 3 Registration

- 3.1 To optimally use the Website, the Customer can register himself via the registration form/the account login option on the Website.
- 3.2 During the registration process the Customer selects a username and password with which he can log in on the Website after the registration. Customer is responsible for selecting a sufficiently secure password.
- 3.3 Customer must keep his login details, his username and password strictly confidential. ScaleMasters is not liable for misuse of the login details and may always assume that a Customer who logs in on the Website is actually this Customer. All that happens via the account of the Customer, is the responsibility and risk of the Customer.
- 3.4 If the Customer knows or suspects that his login details have fallen into the hand of unauthorised people, he must change his password and/or inform ScaleMasters about this as soon as possible so ScaleMasters can take appropriate measures.

Article 4 Execution of the Agreement

- 4.1 As soon as the order has been received by ScaleMasters, ScaleMasters will send the Articles as soon as possible, with consideration of the stipulations referred to in paragraph 3 of this Article.

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- 4.2 ScaleMasters has the right to engage third parties for the execution of the obligations that arise from the Agreement.
- 4.3 It is clearly described on the Website(s), prior to concluding the Agreement, how the delivery will be made and within which period the Articles will be delivered. If no delivery term has been agreed or mentioned, the Articles will at least be delivered within 30 days. However, in many cases this will be within 5 working days.
- 4.4 If ScaleMasters is unable to deliver the Articles within the agreed term, the Customer will be informed thereof.
- 4.5 ScaleMasters advises the Customer to inspect the Articles delivered and to report any detected defects within a reasonable period, preferably in writing or per e-mail. Also see the Article regarding warranty and conformity.
- 4.6 As soon as the Articles to be delivered have been delivered at the specified delivery address, the risk regarding these Articles transfers to the Customer.
- 4.7 ScaleMasters has the right to deliver a similar Article with a similar quality as the Article ordered, if the Article ordered is no longer available.

Article 5 Supplying Materials

- 6.1 Customer declares that he will not breach any intellectual rights, privacy interests of third parties or any other right such as provisions of criminal law with the use/supply of the Materials. Customer declares the he is authorised to use the Materials.
- 6.2 Customer declares that he also has the right to disclose the Materials and thus does not breach any rights whatsoever.
- 6.3 The conversion of Materials into a design/workable document type or any other form, can be part of the Agreement and is covered by these Terms and Conditions. Customer grants ScaleMasters an eternal, non-exclusive licence to convert/to use/to reproduce/to disclose the Materials in whatever form whether or not in the economic traffic.
- 6.4 Customer understands that the Materials supplied and any converted versions thereof are stored by ScaleMasters, so the Customer can use the services of ScaleMasters again with any next Agreement. In that case the Customer normally only pays for new Articles and not for the conversion of Materials.
- 6.5 Customer indemnifies ScaleMasters against all claims of third parties (such as claims of holders of intellectual rights, supervisory bodies, justice department) including for whatever reason, compensation of damage, costs or interest, related to the Agreement concluded. If it appears that the Customer supplies materials that violate any right whatsoever, ScaleMasters has the right not to execute the Agreement and to recover any full damage (including damage compensation claimed by third parties and sanctions/fines/penalties etc. from supervisory bodies, but also costs and suffered damage incurred by ScaleMasters) from the Customer. For example if ScaleMasters suspects that the Customer is not authorised to

order the production/reproduction/disclosure of Articles in whatever sense.

- 6.6 If the Customer places an order with ScaleMasters to develop/produce a model/product and ScaleMasters does not have a licence for this, the liability for paying any obligations such as "licence fees" lies with the Customer.

Article 6 Prices

- 6.1 The prices mentioned for the Articles are in euros and exclusive vat unless stated otherwise. Shipment charges (unless stated otherwise) are not included in the price mentioned. See the Website for shipment charges. The administration of ScaleMasters is always considered, subject to counter proof, to give a correct representation of the orders, deliveries and payments made.
- 6.2 ScaleMasters is not responsible for any import or custom duties, if the order is sent to another country than the Netherlands. The Customer must pay these costs himself.
- 6.3 ScaleMasters cannot be held to price indications that are evidently incorrect, for example as a result of apparent input, typesetting or printing errors. No rights can be derived from incorrect price information.
- 6.4 The order of the Customer can be subject to further (payment/order) conditions. With payment per bank or giro, the date of crediting of the giro respectively bank account of Scale Masters applies as payment date.

Article 7 Payments

- 7.1 Payment can be made in (one of) the way(s) as indicated during the order process on the Website.
- 7.2 Invoices are submitted or sent with delivery. The invoices are also the warranty proof for the Customer.
- 7.3 Customer has the obligation to immediately report any errors in the provided or mentioned payment details to ScaleMasters.
- 7.4 In any case payment must be made without discount or compensation within 8 (eight) days net after date of invoice, unless otherwise agreed in writing.
- 7.5 In case of exceedance of the payment term the Customer is in default from the day that payment should have been made and will owe the legal interest per month or a part of a month from that date on the outstanding amount.
- 7.6 If the Customer fails or is in default to (timely) comply with his or her obligations, all reasonable costs to obtain payment out of court are for the account of the Customer. The extra-judicial costs are 15% on the outstanding amount with a minimum of € 75.00.
- 7.7 If the Customer is in default with any payment, ScaleMasters has the right to suspend (the execution of) the relevant Agreement and the related Agreements, or to dissolve this/these.
- 7.8 The ownership right of the delivered goods only transfers if the Customer has paid all that he owes to ScaleMasters based on any Agreement.
- 7.9 If the sold good has been delivered but not paid yet, the Customer may not hand it over or provide this to third parties under any title or name whatsoever. This includes, among other things, the (partial) transfer of goods in ownership, (sub) pledge or pledge without possession.

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Article 8 Communication

- 8.1 Customer and ScaleMasters explicitly agree that by using electronic communication forms a valid Agreement is concluded, as soon as the terms and conditions in article 2 have been met. In particular the absence of a normal signature does not affect the binding force of the offer and the acceptance thereof. The electronic files of ScaleMasters will, insofar as allowed by law, apply as a presumption of evidence.
- 8.2 ScaleMasters is not liable for any misunderstandings, mutilations, delays or inadequate delivery of orders and notifications as a result of the use of internet or any other communication tool in the traffic between Customer and ScaleMasters, or between ScaleMasters and third parties, insofar as related to the relationship between the Customer and ScaleMasters, unless and insofar as there is intent or gross negligence on the part of ScaleMasters.
- 8.3 ScaleMasters corresponds with a Customer via e-mail to an e-mail address specified by the Customer and is not obliged to use other means of communication in the normal course of business.

Article 9 Force Majeure

- 9.1 Without prejudice to their other entitled rights, ScaleMasters has the right in case of force majeure, at their own discretion, to suspend the execution of the order or to dissolve the Agreement without legal intervention. Customer will be informed about this in writing. In that case ScaleMasters will not be obliged to any damage compensation, unless this would be unacceptable in the given circumstances by standards of reasonableness and fairness.
- 9.2 In these Terms and Conditions force majeure means, in addition to what is stipulated in this respect in the law and jurisprudence, all external causes, foreseen or unforeseen, that are beyond the control of ScaleMasters but which ScaleMasters is unable to comply with their obligations. Work strikes in the company of ScaleMasters and their suppliers are also included. Force majeure also means malfunctions in a (telecommunication) network or connection or used communication systems and/or the unavailability of the internet site at any moment.
- 9.3 During the period of force majeure parties can suspend the obligations from the Agreement. If this period lasts more than two months each of the parties has the right to dissolve the Agreement, without being obliged to pay damage compensation to the other party.
- 9.4 If ScaleMasters has already fulfilled or will be able to fulfil a part of their obligations from the Agreement at the time that force majeure occurs, and the part fulfilled or to be fulfilled has an independent value, ScaleMasters has the right to separately invoice the part fulfilled or to be fulfilled. The Customer is obliged to pay this invoice as if it were a separate agreement.

Article 10 Warranty and conformity

- 10.1 ScaleMasters guarantees that the Article delivered complies with the Agreement, the specifications mentioned in the offer, the reasonable requirements of soundness and/or usability and the legal provisions and/or government regulations that exist on the date that the Agreement is concluded. If specifically agreed, ScaleMasters also guarantees that the Article is suitable for other use than normal.
- 10.2 If the Article delivered does not comply with the Agreement, the Customer must inform ScaleMasters about this within a reasonable period after he has detected the defect.
- 10.3 If ScaleMasters considers the complaint justified, the relevant Articles, after consultation with the Customer, are repaired, replaced or compensated. The maximum compensation, with consideration of the Article regarding liability, is equal to the price paid by the Customer for the Article.
- 10.4 Return shipments of Articles already delivered by ScaleMasters are only accepted by the latter after written permission by ScaleMasters. These return shipments are fully for the account and risk of the Customer.
- 10.5 The aforementioned paragraphs do not affect the rights and claims that the Customer can enforce against ScaleMasters regarding a failure in the compliance with the obligations of ScaleMasters based on consumer legislation.

Article 11 Liability

- 11.1 The Articles are no toys/utensils and therefore not suitable for children younger than 14 years. ScaleMasters does not accept any liability regarding other use than scale model.
- 11.2 ScaleMasters is only liable for direct damage on the part of the Customer or third parties if and insofar as the damage is the direct and immediate result of an attributable failure in the execution of the Agreement by ScaleMasters or if this is for the risk of ScaleMasters based on mandatory legal provisions.
- 11.3 The liability of ScaleMasters in accordance with the previous paragraph is limited to a maximum of the purchase price of the Article delivered, unless the damage is the result of gross failure, gross negligence or intent by ScaleMasters.
- 11.4 Furthermore, the total liability of ScaleMasters is limited to the amount that is paid in the relevant case under the closed business liability insurance, increased by the amount of the deductible.
- 11.5 ScaleMasters is not liable for advice mentioned on the Website, as well as deviations in prices, images and texts of data included on the Website or in other documentation of ScaleMasters.
- 11.6 Customer indemnifies ScaleMasters against claims for whatever reason, against ScaleMasters from a third party, who states to have suffered damage by the Article that the Customer has ordered from ScaleMasters, unless the Customer proves that ScaleMasters is liable for this damage based on mandatory law.

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- 11.7 ScaleMasters will never be liable for any type of indirect damage, including company damage and consequential damage, even if ScaleMasters has been informed about a possible occurrence of such indirect damage.
- 11.8 The liability limitation as stipulated in this article equally applies to employees, workers and all other persons used by ScaleMasters to execute the Agreement.
- 11.9 It is possible that ScaleMasters implements internet site links on the Website to other internet sites that might be interesting or informative for the visitor. Such links are only informative. ScaleMasters is not liable for the content of the internet site that is referred to or the use that can be made of it.

Article 12 Intellectual property

- 12.1 Customer must fully and unconditionally respect all intellectual property rights resting on the Articles delivered by ScaleMasters.
- 12.2 Customer explicitly acknowledges that all intellectual property rights regarding the Articles and/or related to the Website belong to ScaleMasters, their suppliers or other rightful claimants.
- 12.3 Printing and images of Articles may not be used without the permission of ScaleMasters.
- 12.4 The Customer is not allowed to use, including implementing changes, the intellectual property rights as referred to in this article, such as reproduction, without the explicit prior permission of ScaleMasters, their suppliers or other rightful claimants, unless it only concerns private use in relation to the article itself.
- 12.5 The Customer indemnifies ScaleMasters, both in as out of court, against all claims that third parties can enforce based on the Copyright Act 1912 or other national, supranational or international regulations in terms of copyright, with respect to the execution of the Agreement.

Article 13 Personal data

- 13.1 ScaleMasters processes the personal data of the Customer conform the privacy statement published on the Website.

Article 14 Dutch law and disputes

- 14.1 Any agreement concluded by ScaleMasters is exclusively subject to Dutch law. The possible applicability of the Vienna Sales Convention is excluded.
- 14.2 Insofar as not prescribed otherwise by mandatory rules, all disputes that might arise as a result of the Agreement will be submitted to the authorised Dutch court in the district where ScaleMasters is established.
- 14.3 If a provision in these Terms and Conditions appears to be void, it will not affect the validity of the entire Terms and Conditions. In that case, Parties will determine (a) new provision(s) as replacement, which will match the intention of the original provision as much as legally possible.

Article 15 Location and adjustment Terms and Conditions

- 15.1 These Terms and Conditions are filed at the Chamber of Commerce and if requested, they will be sent by ScaleMasters free of charge. These Terms and Conditions can also be downloaded and stored via the Website.
- 15.2 The latest filed version or the version that was applicable when the legal relationship with the Customer was established is always applicable.
- 15.3 The Dutch text of these Terms and Conditions is always decisive in the explanation thereof.

Article 16 Identity of ScaleMasters

ScaleMasters is established at Karel Mollenstraat Noord 21, 5552 JA Valkenswaard. Available on working days from 09.00 – 18.00 hours on telephone number +31 (0) 40 240 58 28 and the e-mail address info@scalemasters.nl. The Chamber of Commerce number is 71144218.

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