

## **Article 1. Applicability**

- 1.1 On all special offers, orders and agreements made by Bayon Six these Terms of Sale (henceforth: Terms) apply exclusively.
- 1.2 The version of the Terms as current when the agreement was entered into, applies.
- 1.3 By accepting a special offer, as well as by placing an order, you accept the applicability of these Terms.
- 1.4 Only through written consent can be deviated from the provisions in these Terms, in which case all other provisions remain intact.
- 1.5 All rights and claims on behalf of Bayon Six, as postulated in these Terms and any future agreements, also apply to any agents and other third parties brought in by Bayon Six.

## **Article 2. Concepts**

- 2.1 'You' denotes: the buyer. 'Bayon Six' denotes: the seller.
- 2.2 'Work days' denotes: all days from Monday through Friday, excepting national holidays and excepting those periods when Bayon Six is only taking orders (and no further transaction and delivery of these orders is taking place). Any periods in which Bayon Six is only taking orders will be stated on the main page of Bayon Six's website for the duration of that period, as well as on all order confirmations.
- 2.3 'Written' and 'in writing' denote: communication by letter, fax or e-mail.

## **Article 3. Special offers and agreements**

- 3.1 All special offers made by Bayon Six are free of obligation and Bayon Six reserves the right to change any prices, especially when done on the basis of (legal) prescriptions. Cf. article 4.4.
- 3.2 Bayon Six cannot be held to special offers when you could reasonably assume that the special offer, or any part thereof, contains an apparent mistake of misspelling.
- 3.3 An agreement is only made after acceptance of your order by Bayon Six. With proper motivation Bayon Six reserves the right to refuse orders or apply special conditions to delivery, unless specifically stipulated otherwise. Additional information on or from the buyer may also be required. If an order will not be accepted, Bayon Six will inform the buyer of this within five (5) work days after receipt of the order.
- 3.4 In case of intentional registration of wrongful information or any other form of (attempted) fraud, Bayon Six will file charges with the police department. Bayon Six reserves the right to present personal information obtained through the website to the police and/or justice department when needed for filing of those charges.

## **Article 4. Prices and payments**

- 4.1 Stated prices for products and services on offer are in euros, including VAT (btw) and any other taxes or tariffs that may apply, but excluding delivery fees, unless stated otherwise or by written agreement.
- 4.2 Payment should be completed in (one of) the way(s) indicated during placement of the order. Your order may be subject to further (payment/order) conditions. For payments by bank or giro transfer, the date of receipt on the bank or giro account of Bayon Six will be set as the date of payment.
- 4.3 Payment may be made with a gift or discount coupon, issued by Bayon Six. A gift or discount coupon is valid for no more than one (1) year after the date of issue. Gift or discount coupons can only be used in the online store. If the order amount is lower than the value of the coupon, the remaining value will be voided automatically. Bayon Six gift certificates cannot be converted to normal currency.
- 4.4 The buyer gives Bayon Six permission for all actions needed for payment through the selected method.
- 4.5 If you default on any payment, Bayon Six reserves the right to delay or void (completion of) the relevant agreement and all related agreements.
- 4.6 If the indicated prices of products and/or services on offer increase during the period between an order's placement and its completion, you reserve the right to cancel the order or void the agreement within ten (10) days after notice of the price increase by Bayon Six.

## **Article 5. Delivery, transport and risks**

- 5.1 Bayon Six strives for delivery within no more than seven (7) work days for products in stock. Delivery by Bayon Six will be within thirty (30) work days after the date of payment, unless a different term was agreed upon in writing. If delivery will not occur on time, you will receive notice within thirty (30) work days (or a different agreed upon delivery term) of order placement and you will reserve the right to void the agreement free of charge through written notice to Bayon Six. An exceeded term of delivery does not entitle you to damages.

5.2 Delivery will take place the moment the product is received by (or on behalf of) you.

5.3 If a package is refused or is not picked up, Bayon Six reserves the right to recover the delivery costs as well as administrative costs. Administrative costs are 15.00 Euro (€) per package.

5.4 Orders will be sent as soon as possible once the entire order is in stock. Method of transport, delivery and packaging will be decided by Bayon Six, unless the buyer has provided Bayon Six with further specifications. Any specific requests from the buyer with regard to transport/delivery will only be completed if the buyer has declared himself/herself willing to bear any additional costs related to those requests.

5.5 Bayon Six will carry all risk of damage and loss during delivery to the buyer. After delivery (cf. article 5.2) those risks are transferred to the buyer.

5.6 Bayon Six is authorized to make use of third parties during the completion of your order(s).

## **Article 6. Retention of ownership**

6.1 Ownership of delivered goods does not transfer from Bayon Six to the buyer until the entire amount, owed on the basis of any agreement with Bayon Six, has been paid. Risks related to the product transfer upon delivery.

## **Article 7. Intellectual and industrial property rights**

7.1 You are obligated to respect all intellectual and industrial property rights related any product provided by Bayon Six completely and without reservation.

## **Article 8. Voidance and liability**

8.1 You remain responsible at all times for careful and responsible use of the provided products. Bayon Six is not liable for damage or injury sustained during use of said product(s), unless it is a matter of gross error or negligence on the part of Bayon Six. The instructions provided are guidelines only.

8.2 You are responsible for inspection of the delivered products immediately upon delivery. Any deficiencies have to be reported in writing to Bayon Six with motivation within no more than five (5) work days after discovery.

8.3 If it is proven in a timely manner that products do not meet the agreed upon standards, Bayon Six will either replace the product(s) in question with new product(s) or refund both the product price and the delivery fee. In order to show that the products do not meet the agreed upon standards, you are obligated, on request of Bayon Six, to return the product(s) for inspection first. Bayon Six will carry the cost for the return shipments. If the claim proves unfounded, all costs incurred will be recovered from you.

8.4 If you decide to decline the purchase for any reason, you have the right to return the product(s) to Bayon Six within seven (7) work days of delivery and to void the agreement. Under these circumstances return shipments will only be accepted if the product and the product's packaging remain undamaged and do not show any signs of use. Any payments received by Bayon Six will be refunded within no more than thirty (30) days of voidance of the agreement. The direct costs of the return shipment are your responsibility.

8.5 If you use your right to return products in a timely manner, this does not delay your obligation of payment. Under these circumstances you are still under obligation to purchase and pay for the other products in your order, unless they do not have any independent value.

## **Article 9. Orders/communication**

9.1 With regard to misunderstandings, damages, delays or improper delivery of orders and/or messages due to use of the internet or any other method of communication in the relations between either you and Bayon Six, or Bayon Six and a third party in so far as it is connected to the relation between you and Bayon Six, Bayon Six carries no liability, unless - and only in so far as - it is a matter of intent or gross negligence on the part of Bayon Six.

## **Article 10. Force Majeure**

10.1 In case of force majeure – without infringement on any of its other reserved rights - Bayon Six reserves the right to, at will, either delay the completion of your order or void the agreement, without judicial interference, by written notification and without liability for any damages, unless this would be unacceptable by reasonable and fair standards under the given circumstances.

10.2 Force majeure denotes any and all failings for which Bayon Six cannot be held responsible because by law or in commonly held notions no fault lies with the

company.

#### **Article 11. Privacy**

11.1 Any registered personal information will be treated carefully and confidentially by Bayon Six and will only be provided to third parties in service of payment transactions and delivery or when required by law.

#### **Article 12. Other**

12.1 If you register an address in writing with Bayon Six, Bayon Six reserves the right to send all orders to that address, unless you send Bayon Six written notification of a different delivery address.

12.2 When Bayon Six allows deviation from these Terms, tacitly or otherwise, for any length of time, Bayon Six reserves the undiminished right to demand immediate and strict compliance with these Terms. You can never obtain any rights based on loose enforcement of these Terms by Bayon Six.

12.3 If one or more of the stipulations in these Terms, or in any other agreement with Bayon Six, are in conflict with any laws or legal regulations, the stipulation in question will be voided and replaced by a new, legally valid, and comparable stipulation, to be determined by Bayon Six.

#### **Article 13. Applicable laws and proper authorities**

13.1 With regard to all rights, obligations, offers, orders and agreements to which these Terms apply, as well as these Terms themselves, Dutch law applies exclusively.

13.2 All disputes between the parties will be put exclusively to proper authorities within The Netherlands.