

General Terms and Conditions CubeDiction

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Article 1 - Definitions

In these terms and conditions, the following terms shall have the following meanings:

1. **Ancillary contract** means a contract in which the consumer acquires products, digital content and/or services in relation to a distance contract and these products, digital content and/or services are supplied by the trader or by a third party on the basis of an arrangement between that third party and the trader;
2. **Grace period**: The period within which the consumer can make use of his right of withdrawal;
3. **Consumer**: the natural person who is not acting for purposes relating to his trade, business, craft or profession;
4. **Day**: calendar day;
5. **Digital content**: data produced and delivered in digital form;
6. **Contract for an indefinite period of time**: a contract for the regular supply of goods, services and/or digital content for a specific period of time;
7. **Durable medium**: every tool - including e-mail - that enables the consumer or entrepreneur to store information that is addressed to him personally, in a way that allows for future consultation or use for a period of time that is appropriate to the purpose for which the information is intended, and which allows for the unaltered reproduction of the stored information;
8. **Right of withdrawal**: the possibility for the consumer to waive the distance contract within the cooling-off period;
9. **Entrepreneur**: the natural or legal person who offers products, (access to) digital content and/or services to consumers from a distance;
10. **Distance contract**: an agreement that is concluded between the trader and the consumer as part of an organised system for the distance sale of products, digital content and/or services, whereby sole or joint use is made of one or more techniques for distance communication up to and including the moment at which the agreement is concluded;
11. **Model withdrawal form**: the European model withdrawal form included in Annex I to these Terms and Conditions. Annex I need not be provided if the consumer does not have a right of withdrawal regarding his order;
12. **Technique for distance communication**: means that can be used for concluding an agreement, without the consumer and entrepreneur having to be together in the same room at the same time.

Article 2 - Identity of the entrepreneur

CubeDiction

Feanersdyk 4-i, Earnewâld, Netherlands

Phone number: 06-25245765

E-mail address: via this form: <https://www.cubediction.com/contact/>

Chamber of Commerce number: 72133821

VAT number: NL858999286B01

Article 3 - Applicability

1. These general terms and conditions apply to every offer made by the entrepreneur and to every distance contract concluded between the entrepreneur and the consumer.
2. Before the remote agreement is concluded, the text of these general conditions shall be made available to the consumer. If this is not reasonably possible, the entrepreneur will indicate, before the remote agreement is concluded, how the general conditions can be viewed at the entrepreneur's premises and that they will be sent to the consumer free of charge as soon as possible, at the consumer's request.
3. If the distance contract is concluded electronically, then, contrary to the previous paragraph, and before the distance contract is concluded, the text of these general terms and conditions may be made available to the consumer by electronic means in such a way that the consumer can easily store them on a durable data carrier. If this is not reasonably possible, prior to the conclusion of the distance selling agreement, it will be indicated where the general terms and conditions can be viewed electronically and that they will be sent to the consumer free of charge, at his request, either electronically or in some other way.
4. In the event that specific product or service conditions apply in addition to these general terms and conditions, the second and third paragraphs apply by analogy and, in the event of conflicting conditions, the consumer can always invoke the applicable provision that is most favourable to him.

Article 4 - The offer

1. If an offer is of limited duration or is made subject to conditions, this shall be expressly stated in the offer.
2. The offer contains a complete and accurate description of the products, digital content and/or services offered. The description is sufficiently detailed to allow the consumer to properly assess the offer. If the entrepreneur uses images, these are a true reflection of the products, services and/or digital content offered. Obvious mistakes or obvious errors in the offer do not bind the entrepreneur.
3. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to accepting the offer.

Article 5 - The Agreement

1. The agreement comes into effect, subject to that which is stipulated in paragraph 4, at the moment at which the consumer accepts the offer and fulfils the conditions laid down.
2. If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm receipt of electronic acceptance of the offer. As long as the receipt of this acceptance has not been confirmed by the entrepreneur, the consumer may dissolve the agreement.
3. If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organisational measures to secure the electronic transfer of data and will ensure a safe web environment. If the consumer is able to pay electronically, the entrepreneur will take appropriate safety measures.
4. The entrepreneur may, within legal frameworks, inform the consumer about his payment obligations, as well as about all those facts and factors that are important for a responsible conclusion of the remote agreement. If, on the basis of this investigation, the entrepreneur has good reason not to enter into the agreement, he is entitled to refuse an order or application or to attach special conditions to the implementation.
5. No later than at the time of delivery of the product, service or digital content to the consumer, the entrepreneur will send the following information in writing or in such a way that the consumer in an accessible manner can be stored on a durable medium:
 - a. the visiting address of the trader's business establishment where the consumer can lodge complaints;

- b. the conditions on which and the way in which the Consumer may exercise the right of withdrawal, or a clear statement concerning the exclusion of the right of withdrawal;
 - c. the information on guarantees and existing after-sales services;
 - d. the price, including all taxes, of the product, service or digital content; where applicable, the costs of delivery; and the method of payment, delivery or performance of the distance contract;
 - e. the requirements for cancelling the agreement if the agreement has a duration of more than one year or is indefinite;
 - f. if the consumer has a right of withdrawal, the model form for withdrawal.
6. In the event of an extended transaction, the provision in the previous paragraph shall apply only to the first delivery.

Article 6 - Right of withdrawal

For products:

1. The consumer can dissolve an agreement related to the purchase of a product during a reflection period of at least 14 days without giving reasons. The entrepreneur may ask the consumer about the reason for withdrawal, but may not oblige the consumer to state his reason(s).
2. The cooling off period mentioned in paragraph 1 starts on the day after the consumer, or a third party appointed by the consumer in advance, who is not the carrier, has received the product, or:
 - a. if the consumer has ordered multiple products in the same order: the day on which the consumer, or a third party designated by him, has received the last product. The entrepreneur may, provided he has clearly informed the consumer about this prior to the ordering process, refuse an order for multiple products with a different delivery time.
 - b. if the delivery of a product consists of several shipments or parts: the day on which the consumer, or a third party designated by him, has received the last shipment or the last part;
 - c. in case of contracts for regular delivery of products during a certain period: the day on which the consumer or a third party designated by him has received the first product.

Article 7 - Obligations of the consumer during the cooling-off period

1. During the cooling-off period, the consumer will treat the product and its packaging with care. He will only unpack or use the product to the extent necessary to determine the nature, characteristics and functioning of the product. The starting point here is that the consumer may only handle and inspect the product as he would be allowed to do in a shop.
2. The consumer shall only be liable for any diminution in the value of the product resulting from a manner of handling the product that goes beyond what is permitted in paragraph 1.
3. The consumer shall not be liable for any diminution in the value of the product if the trader has not provided him with all the information required by law concerning the right of withdrawal before or at the time of concluding the contract.

Article 8 - Exercise of the right of withdrawal by the consumer and costs thereof

1. If the consumer makes use of his right of withdrawal, he shall notify the trader of this within the withdrawal period by means of the model withdrawal form or in another unambiguous manner.
2. As soon as possible, but within 14 days from the day following the notification referred to in paragraph 1, the consumer will return the product or hand it over to (an authorised representative of) the entrepreneur. This is not necessary if the entrepreneur has offered to collect the product himself. The consumer has in any case complied with the return period if he returns the product before the cooling-off period has expired.
3. The Consumer shall return the product with all delivered accessories, if reasonably possible in original condition and packaging, and in accordance with the reasonable and clear instructions provided by the Entrepreneur.
4. The risk and burden of proof of the correct and timely exercise of the right of withdrawal shall lie with the consumer.
5. The consumer bears the direct costs of returning the product. If the entrepreneur has not notified the consumer that he has to bear these costs or if the entrepreneur has indicated that he has to bear the costs himself, the consumer does not have to bear the costs of return shipment.

6. If the consumer withdraws after first having expressly requested that the performance of the service or the supply of gas, water or electricity, not put up for sale in a limited volume or set quantity, shall begin during the withdrawal period, the consumer shall owe the trader an amount which is in proportion to that part of the undertaking which the trader has fulfilled at the time of withdrawal, as compared with the full extent of the undertaking.
7. The consumer shall not bear any costs for the performance of services or the supply of water, gas or electricity, which have not been made ready for sale in a limited volume or quantity, or for the supply of district heating, if:
 - a. the trader has not provided the consumer with the legally required information on the right of withdrawal, on reimbursement of costs in the event of withdrawal or on the model form for withdrawal, or
 - b. the consumer has not expressly requested the start of the performance of the service or supply of gas, water, electricity or district heating during the cooling-off period.
8. The consumer shall bear no cost for the complete or partial delivery of digital content not supplied on a tangible medium if:
 - a. he has not expressly consented to the commencement of performance of the contract before the end of the cooling-off period;
 - b. he has not acknowledged losing his right of withdrawal when giving his consent; or
 - c. the trader has failed to confirm this declaration by the consumer.
9. If the consumer makes use of his right of withdrawal, all supplementary contracts shall be cancelled by operation of law.

Article 9 - Obligations of the trader in the event of withdrawal

1. If the entrepreneur makes the notification of withdrawal by the consumer possible electronically, he shall send an acknowledgement of receipt of this notification without delay.
2. The trader shall reimburse all payments made by the consumer, including any delivery costs charged by the trader for the returned product, without undue delay but within 14 days from the day on which the consumer notifies him of the withdrawal. Unless the entrepreneur offers to collect the product himself, he may wait with repayment until he has received the product or until the consumer proves that he has returned the product, whichever comes first.
3. The entrepreneur shall use the same means of payment as the consumer has used for repayment, unless the consumer agrees to a different method. The refund is free of charge for the consumer.
4. If the consumer has chosen a more expensive method of delivery than the cheapest standard delivery, the entrepreneur is not required to reimburse the additional costs for the more expensive method.

Article 10 - Exclusion of the right of withdrawal

The Entrepreneur can exclude the following products and services from the right of withdrawal only if the Entrepreneur indicated this clearly in the offer or at least in good time before concluding the contract:

1. Products or services of which the price is linked to fluctuations on the financial market over which the entrepreneur has no influence and which may occur within the withdrawal period;
2. Contracts concluded at a public auction. A public auction is a method of sale whereby products, digital content and/or services are offered by the operator to the consumer who is present in person or has the possibility to be present in person at the auction, under the direction of an auctioneer, and whereby the successful bidder is obliged to purchase the products, digital content and/or services;
3. Service contracts, after full performance of the service, but only if:
 - a. the execution has started with the consumer's explicit prior consent; and
 - b. the consumer has declared that he loses his right of withdrawal when the entrepreneur has completely fulfilled the contract;
4. Package holidays as referred to in Article 7:500 of the Civil Code and passenger transport contracts;
5. Service contracts for the provision of accommodation, if the contract provides for a specific date or period of performance and other than for residential purposes, carriage of goods, car rental services and catering;

6. Contracts relating to leisure activities, if the contract provides for a specific date or period of performance;
7. Products made to the consumer's specifications, which are not prefabricated and are manufactured on the basis of an individual choice or decision by the consumer, or are clearly intended for a specific person;
8. Products that spoil quickly or have a limited shelf life;
9. Sealed products which are not suitable for return due to health protection or hygiene reasons and of which the seal has been broken after delivery;
10. Products which, after delivery, are irrevocably mixed with other products due to their nature;
11. Alcoholic beverages of which the price has been agreed upon at the conclusion of the agreement, but the delivery of which can only take place after 30 days, and the actual value of which is dependent on fluctuations in the market over which the entrepreneur has no influence;
12. Sealed audio, video recordings and computer software, the seal of which has been broken after delivery;
13. Newspapers, journals or magazines with the exception of subscriptions to them; 14. The supply of digital content other than on a tangible medium, but only if:
 - a. the execution has started with the consumer's explicit prior consent; and
 - b. the consumer has declared that he thereby loses his right of withdrawal.

Article 11 - The price

1. During the validity period mentioned in the offer, the prices of the products and/or services offered will not be increased, except for price changes due to changes in VAT rates.
2. Contrary to the previous paragraph, the Entrepreneur may offer products or services whose prices are subject to fluctuations in the financial market that are beyond the Entrepreneur's control, at variable prices. This link to fluctuations and the fact that any prices mentioned are recommended prices will be mentioned with the offer.
3. Price increases within 3 months after the conclusion of the agreement are only allowed if they are the result of statutory regulations or provisions.
4. Price increases from 3 months after the conclusion of the contract are only allowed if the entrepreneur has stipulated it and:
 - a. they are the result of statutory regulations or provisions; or
 - b. the consumer is authorised to terminate the contract on the day on which the price increase takes effect.
5. The prices mentioned in the offer of products or services include VAT.

Article 12 - Fulfilment of agreement and additional guarantee

1. The trader guarantees that the products and/or services fulfill the contract, the specifications stated in the offer, the reasonable requirements of reliability and/or serviceability and the statutory provisions and/or government regulations that existed on the date that the contract was concluded. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.
2. An additional guarantee provided by the trader, his supplier, manufacturer or importer never limits the legal rights and claims that the consumer can enforce against the trader on the basis of the agreement if the trader has failed to fulfil his part of the agreement.
3. By additional guarantee is meant any commitment of the entrepreneur, his supplier, importer or producer in which he grants the consumer certain rights or claims that go beyond what he is legally obligated to do in case he has failed to fulfil his part of the agreement.

Article 13 - Delivery and execution

1. The entrepreneur will take the greatest possible care when receiving and carrying out orders for products and when assessing applications for the provision of services.
2. The place of delivery is the address that the consumer has made known to the entrepreneur.
3. Subject to what is stated in article 4 of these general conditions, the entrepreneur will execute accepted orders with convenient speed but at least within 30 days, unless a different delivery period has been agreed. If the delivery has been delayed, or if an order cannot be filled or can be filled only partially, the consumer will be informed about this within 30 days after he has placed the order.

In that case, the consumer has the right to dissolve the agreement free of charge and the right to possible compensation.

4. After dissolution in accordance with the previous paragraph, the entrepreneur will refund the amount paid by the consumer without delay.
5. The risk of damage and/or loss of products rests with the entrepreneur up to the moment of delivery to the consumer or a representative previously designated and announced to the entrepreneur, unless otherwise expressly agreed.

Article 14 - Continuing transactions: duration, termination and renewal

Termination:

1. The consumer may terminate a contract for an indefinite period, which extends to the regular delivery of products (including electricity) or services at any time, subject to the agreed termination rules and a notice of up to one month.
2. The consumer may terminate a fixed-term contract that was concluded for the regular supply of products (including electricity) or services at any time at the end of the fixed term in compliance with the applicable termination rules and a period of notice that does not exceed one month.
3. The consumer may terminate the contracts referred to in the previous paragraphs:
 - at any time and shall not be limited to termination at a specific time or during a specific period;
 - at least in the same manner as they were entered into by him;
 - Always terminate the contract with the same notice period that the entrepreneur has stipulated for himself.

Extension:

4. A contract for a definite period of time, which extends to the regular delivery of products (including electricity) or services, may not be tacitly extended or renewed for a definite period of time.
5. Contrary to the previous paragraph, a fixed-term contract that has been concluded for the regular supply of daily or weekly newspapers and magazines may be tacitly renewed for a maximum period of three months, if the consumer has the right to terminate this renewed contract at the end of the renewal period, with a period of notice that does not exceed one month.
6. A fixed-term contract that has been concluded for the regular supply of products or services may only be automatically prolonged for an indefinite period of time if the consumer has at all times the right to terminate, with a period of notice that does not exceed one month. The maximum notice period is three months if the contract is about the regular, but less than once a month, delivery of daily, news and weekly newspapers and magazines.
7. An agreement with a limited duration for the regular supply, by way of introduction, of daily or weekly newspapers and magazines (trial or introductory subscription) shall not be tacitly continued and shall end automatically at the end of the trial or introductory period.

Duration:

8. If a contract has a duration of more than one year, after one year the consumer may at any time terminate the contract with a notice of up to one month, unless reasonableness and fairness dictate otherwise.

Article 15 - Payment

1. As far as no other stipulations have been made in the agreement or additional conditions, the amounts payable by the consumer should be paid within 14 days after the start of the reflection period, or in the absence of a reflection period within 14 days after the conclusion of the agreement. In case of an agreement for the provision of a service, this period starts on the day after the consumer has received the confirmation of the agreement.
2. When selling products to consumers, the consumer may never be required in general terms and conditions to pay more than 50% in advance. When an advance payment has been stipulated, the consumer cannot invoke any right regarding the execution of the order or service(s) concerned before the stipulated advance payment has been made.
3. The consumer has the duty to immediately report inaccuracies in payment data provided or mentioned to the entrepreneur.
4. If the consumer does not meet his payment obligation(s) on time, he shall, after being notified by the proprietor of the late payment and after the proprietor has allowed the consumer a period of 14 days to meet his payment obligations as yet, owe the statutory interest on the amount due and the

proprietor has the right to charge extrajudicial collection costs. These collection costs amount to a maximum of: 15% over amounts outstanding up to € 2500; 10% over the next € 2500; and 5% over the next € 5000, with a minimum of € 40. The proprietor can deviate from the aforementioned amounts and percentages in favour of the consumer.

Article 16 - Complaints procedure

1. The entrepreneur has a sufficiently publicised complaints procedure and deals with the complaint in accordance with this complaints procedure.
2. Complaints about the implementation of the agreement must be submitted to the entrepreneur fully and clearly described within a reasonable time after the consumer has found the defects.
3. Complaints submitted to the entrepreneur shall be answered within a period of 14 days, calculated from the date of receipt. If a complaint requires a foreseeably longer processing time, the entrepreneur will respond within the period of 14 days with a message of receipt and an indication of when the consumer can expect a more detailed answer.
4. The consumer must give the entrepreneur at least four weeks to resolve the complaint in mutual consultation. After this period, a dispute arises that is subject to the dispute settlement procedure.

Article 17 - Disputes

1. Only Dutch law applies to agreements between the entrepreneur and the consumer to which these general terms and conditions apply.

Article 18 - Additional or different provisions

Additional provisions or provisions that deviate from these general terms and conditions may not be to the detriment of the consumer and must be recorded in writing or in such a way that the consumer can store them in an accessible manner on a long-term data carrier.

(Disclaimer: this is an automatic translation of the original Dutch text, which is always leading)

Annex I: Model withdrawal form

Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

- To: CubeDiction

Feantersdyk 4-i
9264 TN Earnewâld
info(at)cubediction.com

- I/We* hereby give notice that I/We* have decided to terminate our agreement on the sale of the following products: [product designation]*.

repealed/revoked*.
- Ordered on*/received on* [date of order for services or date of receipt for products].
- Name of consumer(s)]
- Consumer address(es)]
- Signature of consumer(s)] (only if this form is notified on paper)

*Delete or fill in what is not applicable.