

GENERAL TERMS AND CONDITIONS

QUVA KITCHEN PRODUCTS B.V.

Article 1 - Definitions

In these general terms and conditions the following terms are used in the following sense unless expressly stated otherwise;

- Quva:** the private company with limited liability Quva kitchen products B.V., having its registered office in Hilversum and principal place of business in Hilversum at Catharina van Renneslaan 20 (1217CX) KvK number 65918983;
- Consumer:** the natural person who does not act in the exercise of a profession or business, that purchases Quva products;
- Agreement:** the agreement between Quva and the Consumer;
- Reflection Period:** the period within which the Consumer can exercise his Right of Withdrawal;
- Right of Withdrawal:** the Consumer's ability to waive the Agreement within the Reflection Period;
- Website:** the website of Quva, to be consulted via <https://www.Quvaproducts.com/> and all associated subdomains;
- Webshop:** the web store of Quva, accessible via the Website.

Article 2 - Applicability

- 2.1 These general terms and conditions, which are displayed and accepted before and/or during the placing of an order on the Website, shall apply to every offer by Quva through its Webshop and to every Agreement concluded between Quva and the Consumer, unless and to the extent that (provisions of) these terms and conditions have been explicitly deviated from by the aforementioned parties in writing.
- 2.2 Orders can only be placed through the Webshop for deliveries in the Netherlands and Germany.
- 2.3 If one or more provisions of these General Terms and Conditions prove to be unlawful or unenforceable, the other provisions of these General Terms and Conditions shall continue to apply in full. Unlawful or unenforceable provisions shall be replaced by Quva, taking into account as much as possible the purpose and tenor of the original provision(s).

Article 3 - Formation of an Agreement

- 3.1 An Agreement is concluded when the Consumer accepts Quva's offer as shown in its Web Shop and fulfills the conditions set forth therein. The acceptance takes place by placing an order through the Webshop.
- 3.2 After the Consumer has accepted Quva's offer and the payment has been successfully made in the manner specified in the Webshop, the Consumer will immediately receive an electronic order confirmation from Quva.

Article 4 - Right of withdrawal

- 4.1 You, as a Consumer, may rescind the Agreement within fourteen days without giving reasons and thereby cancel the purchase.
- 4.2 The Reflection Period mentioned in paragraph 1 starts on the day after the Consumer, or a third party designated in advance by the Consumer who is not the carrier, has received the ordered items.

Article 5 - Obligations of the Consumer during the reflection period

- 5.1 During the Reflection Period, the Consumer will handle the items and packaging with care. He will only open and/or unpack the boxes of items to the extent necessary to determine the nature and characteristics of the items.
- 5.2 Should the Consumer not comply with this and as a result there is a decrease in the value of the items, the Consumer is liable for this. This means that the Consumer is not entitled to a (full) refund of the purchase price.

Article 6 - Exercise of the right of withdrawal

- 6.1 If the Consumer exercises his Right of Withdrawal, he reports this to Quva unambiguously in writing within the withdrawal period by sending an e-mail to info@quvaproducts.com.
- 6.2 The Consumer returns the items to Quva as soon as possible, but at the latest within fourteen days from the day following the aforementioned notification.
- 6.3 The risk and burden of proof for the correct and timely exercise of the Right of Withdrawal lies with the Consumer.
- 6.4 The Consumer shall bear the costs of returning the items in case of exercising the Right of Withdrawal.

Article 7 - Obligations Quva in case of withdrawal

- 7.1 If the Consumer exercises his Right of Withdrawal, Quva will refund the purchase price of the returned items within fourteen days of receiving them.
- 7.2 The refund will be made by the same means of payment that the Consumer has used, unless the Consumer agrees to a different method of payment.

Article 8 - Delivery

- 8.1 Quva takes the greatest possible care when receiving and delivering orders.
- 8.2 The delivery time for the products purchased in the Quva webshop is 3 working days.
- 8.3 Quva will expeditiously execute accepted orders. In case of unreasonably late delivery without there being a case of force majeure as referred to in article 12 of these terms and conditions, the Consumer has the right to dissolve the Agreement in writing. Quva will then refund the purchase price of the ordered items that have not been delivered.
- 8.4 The place of delivery is the address that the Consumer has provided.
- 8.5 In case of force majeure as referred to in Article 12 of these terms and conditions, the agreed delivery time will be extended by the time the force majeure situation continues.
- 8.6 If the Consumer fails to provide information or instructions necessary for delivery, Quva is entitled to cancel the order.

Article 9 - Payment

- 9.1 The prices mentioned in the Webshop are inclusive of VAT. The agreed price only applies to the order placed. Quva has the right to change the prices stated on the Website. This means that a different price may apply to any future orders.
- 9.2 Payment of orders in the Webshop must be made by the payment method indicated there. Invoices must be paid within fourteen days of the invoice date in a manner to be indicated by Quva in the currency in which the invoice was raised, unless the Agreement expressly provides for a different payment term or method.
- 9.3 The Consumer is obliged to report inaccuracies in payment details provided or stated immediately to Quva.
- 9.5 Objections to the amount of invoices must be made known by the Consumer to Quva in writing within fourteen days after the invoice date. After the unused expiration of this period, the Consumer no longer has any rights in the matter. Objections made known in time do not give the Consumer the right to suspend its payment obligations for whatever reason.
- 9.6 If the Consumer fails to pay an invoice within the payment period of fourteen days mentioned in paragraph 2, extrajudicial costs will be charged in accordance with the scale of extrajudicial collection costs.
- 9.7 In case Quva owes any amount to the Consumer, it is entitled to set off this amount against any outstanding amounts it should receive from the Consumer.

Article 10 - Warranty

- 10.1 Quva guarantees that the articles to be delivered meet the usual requirements and standards that can be set for them. This warranty is limited to the duration of 2 years after delivery of the articles.
- 10.2 Should there be any problems with the Articles, Quva shall determine whether there is a defect. If there is a defect in the articles, Quva will replace them free of charge, provided that it has been notified by the Consumer within the period mentioned in Article 14.1 of these Terms and Conditions after the discovery of the defect.
- 10.4 Expressly excluded from this warranty are defects caused by misuse, insufficient maintenance, negligence, accident and/or normal wear and tear.

Article 11 - Liability

- 11.1 The articles may only be used in combination with a Quva built-in vacuum device. If the articles are used with another vacuum device the warranty expires and Quva is not liable for any resulting damage.
- 11.2 The Consumer must carefully read and keep the instructions for use belonging to the Quva device. Quva is not liable for any damage resulting from not following the instructions in the user manual or resulting from not properly applying food safety measures.

Article 12 - Force Majeure

- 12.1 Quva shall not be liable for any loss or damage resulting from circumstances beyond its control and which are not for its account under the law, a legal act or generally accepted practice. In these General Terms and Conditions, force majeure shall, in addition to what is understood in law and jurisprudence, mean all external causes, foreseen or unforeseen, which Quva cannot influence. Such causes include, but are not limited to: strikes and lockouts, fire, war or threat of war, storm or water damage, epidemics, riots or civil war, transport or manufacturing disruptions or bankruptcy of its sub-suppliers.

Article 13 - Termination

- 13.1 If either party finds itself in a situation of force majeure and invokes it, each party, provided that this situation is still continuing at that time and termination thereof cannot be foreseen, is entitled to terminate the Agreement without judicial intervention after the expiry of six months after this situation has arisen.
- 13.2 If the Consumer does not, not adequately or not timely fulfill any obligation which may arise for him under the Agreement, without there being any question of force majeure, as well as in case of bankruptcy, Quva may terminate the Agreement in whole or in part or suspend the (further) execution of the Agreement insofar as this is based on a legal ground.

Article 14 - Complaints

- 14.1 Complaints about the performance of the Agreement and/or the products delivered must be submitted to Quva fully and clearly described within two months after the Consumer has discovered the defects.
- 14.2 Complaints submitted to Quva within the period mentioned in article 14.1 will be answered within a period of fourteen days from the date of receipt. If a complaint requires a foreseeably longer processing time, Quva will respond within the fourteen-day period with a notice of receipt and an indication of when the Consumer can expect a more detailed answer.
- 14.3 The Consumer shall in any case give Quva four weeks to resolve the complaint by mutual agreement.

Article 15 - Customer data

- 15.1 Quva acts in accordance with the Data Protection Act. By entering your personal data on the Quva website you agree to Quva using your data in accordance with these Terms and Conditions Webshop. The personal data provided by you to Quva will only be used internally for Quva employees, for sending products and for verification of the payment to be received. If you object to this or wish to correct or retrieve your data, please contact us at info@quvaproducts.com. Quva will not make any data available to third parties.

Article 16 - Applicable law and competent court

- 16.1 All legal relations between Quva and the Consumer are exclusively governed by Dutch law.

16.2 Disputes between Quva and the Consumer shall be tried exclusively by the District Court in Amsterdam.

Article 17 - Amendments to General Terms and Conditions

- 17.1 Quva shall at all times be entitled to amend or supplement these General Terms and Conditions. This means that for subsequent orders (including those placed through the same user account) other general terms and conditions may apply. Insofar as an amendment relates to orders already placed/delivered, articles 17.2 and 17.3 shall apply.
- 17.2 The changes will take effect four weeks after the announcement to the Consumer, or on a later date if stated in the announcement, unless a different legal deadline is required, which will then be applied.
- 17.3 If the Consumer does not wish to accept the change, he may terminate this Agreement in writing with effect from the day on which the change takes effect.

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