

## GENERAL CONDITIONS

### The most important points:

- The buyer shall pay the price and other costs owed pursuant to the agreement in advance of delivery. Payment methods: Bank transfer, Ideal (only for NL) or PayPal.
- Delivery costs within Europe: <200g €6,45, >=200g €9,95.
- Delivery costs outside Europe: €9,95 per parcel (till 2kg, nett).
- If the Buyer for any reason whatsoever wishes not to accept a product, he is entitled to return the product to the Seller within fourteen (14) working days. Return shipments will be accepted exclusively if the product is in its original condition and original packaging. The return shipment costs are at the expense of the Buyer. The following general conditions apply to every offer and quote to, and agreement with, the Buyer and Seller.

### Article 1. Definitions

In these general conditions the following terms have the following meaning; Seller: ColourWell.com  
Buyer: the natural or legal person who has instructed the Seller to deliver products or provide services.  
Products: the subject of one or more agreements.

### Article 2: General

These general conditions apply to every offer and quote to, and agreement with, the Buyer and Seller. General conditions applied by the Buyer are not applicable, unless explicitly agreed otherwise in writing. The invalidity or annulment of one or more provisions of these general conditions in no way affects the validity of the remaining provisions. The Seller and the Buyer will then enter into consultation on the formulation of new provisions to replace the invalid or old provisions, which new provisions will correspond as much as possible with the purpose and scope of the original provisions. Any situation not provided for by these general conditions will be handled in the spirit of these general conditions. Failure on the part of the Seller to enforce strict compliance with these general conditions will at no time mean that these provisions are not applicable or that the Seller has waived any right to demand strict compliance. The seller reserves the right to change and/or supplement these general conditions.

### Article 3. Contract of sale

All purchases at [www.ColourWell.com](http://www.ColourWell.com) (Seller) are subject to a sight period of fourteen working days. Within this period, you may return your order in its original condition, i.e., unused, undamaged and in its original packaging. See Article 7 for more information on product returns. The Seller reserves the right to charge costs in case of damage caused to returned products by the Buyer. The purchase is concluded on expiry of the sight period.

### Article 4. Quotes and offers

All quotes and offers by the Seller are free of obligation, unless a term for acceptance is stated. A quote or offer lapses if the product to which the quote or offer relates becomes no longer available in the meantime. The Seller cannot be held to its quotes or offers if the Buyer can reasonably understand that the quotes or offers, or a part thereof, contain an apparent mistake or transcription error. Apparent (calculation) mistakes in the prices, including evident errors, can also be corrected by the Seller after receipt of the order confirmation. The Seller will not be bound to any order confirmation that deviates (whether or not on subordinate points) from the original quote or offer, unless the Seller explicitly determines otherwise. A compound quote does not oblige the Seller to perform part of the order for a corresponding share of the indicated price. Offers or quotes do not automatically apply to future orders.

### Article 5. Price/delivery- and handling costs

The prices of all products that can be ordered via the catalogue and/or Internet site are quoted inclusive of turnover tax (BTW). The costs of transport and insurance of the products will be charged. The prices of products stated in this catalogue and/or the website are subject to change, irrespective of reason.

Delivery- and handling costs within Europe: <200g €6,45, >=200g €9,95

Delivery costs outside Europe: €9,95 per parcel (till 2kg, nett).

### Article 6. Payment

Unless agreed otherwise, the Buyer shall pay the price and other costs owed pursuant to the agreement in advance of delivery. The total amount can be transferred to: Bank: ING 's-Hertogenbosch IBAN NL86 INGB 0668 1297 19 and Swift INGBNL2A to the attention of Amaranta International, The Netherlands. Name and ordernumber should be mentioned. Other payment methods: Ideal or PayPal

### Article 7. Delivery

Delivery times stated by the Seller are indicative only. Failure to meet these delivery times does not lead to any liability or right to compensation. Delivery of the products to the Buyer will take place at the agreed location. Subject to the provisions of Article 4 above, the Seller will deliver all accepted orders with due speed, at least within 30 days. If delivery is delayed due to being (temporarily) out of stock, or any other reason, or if an order cannot be delivered or only in part, the Buyer will receive notification thereof within one month of placing the order. The Buyer is in that case entitled to dissolve the agreement at no expense. The Seller at all times reserves the right to refuse orders for reasons of its own election. The Seller accepts no liability for losses, of any nature whatsoever, arisen because the Seller has acted upon incorrect and/or incomplete data provided by the Buyer.

### Article 8. Returns

The Buyer shall closely inspect the goods immediately upon receipt. If the Buyer for any reason whatsoever wishes not to accept a product, he is entitled to return the product to the Seller within fourteen (14) working days. Return shipments

will be accepted exclusively if the product is in its original condition and original packaging. The return shipment costs are at the expense of the Buyer. The costs of a return shipment of delivered products, which are refused by the Buyer due to the exceeding of the delivery time of 30 days, will be for the Seller's account. The Buyer will observe the return conditions as prescribed by the Seller. If the Buyer fails to comply with the return conditions, the Buyer will retain ownership of the product and the purchase amount will not be refunded. The Seller accepts no liability for any damage caused to the packaging or the product during return shipment.

**Article 9. Retention of title**

Irrespective of physical delivery, ownership of the products only passes to the Buyer after he has settled all amounts ensuing from any agreement with the Seller. Included under amounts owing are interest and costs, also of earlier or later deliveries, and any services provided or to be provided with regard to the delivered products. The Buyer may before ownership has passed not charge, sell, redeliver, alienate or in any other way encumber the products.

**Article 10 Intellectual and industrial property rights.**

The Buyer will fully and unconditionally respect all intellectual property rights that rest upon the products delivered by the Seller. The Seller cannot guarantee that the products delivered to the Buyer do not infringe upon any (unwritten) intellectual and/or industrial property rights of third parties.

**Article 11. Communication**

The Seller accepts no liability for any incorrect or delayed transmission of order data and communications as a result of the use of Internet or any other means of communication in the interaction between the Buyer and the Seller, or between the Seller and third parties, insofar as such relates to the relationship between the Buyer and the Seller.

**Article 12. Force majeure**

Without prejudice to all other rights, the Seller is entitled in case of force majeure to, at own election, suspend performance of the delivery, or to dissolve the agreement without legal intervention. The Seller will inform the Buyer of its intended measure without being obliged to pay any compensation. Force majeure is understood to be any failure in carrying out the agreement which cannot be imputed either to ColourWell or the contracting party, and which causes the affected party's fulfilment of this agreement to be either impossible, or an unreasonable requirement. In case of force majeure neither party to the agreement will be held liable to fulfil the terms of the agreement or to pay compensation. Force majeure includes (but is not limited to): strikes, lockouts, industrial disputes, serious transport disruptions including breakdowns and fuel shortages, lack of telecommunication facilities, actions or inactions of public authorities, acts of violence or war, acts of terrorism, natural disasters, health epidemics and quarantines, etc.

**Article 13. Liability**

If, as the result of the delivery of products, an event - including an omission - occurs, which leads to liability, that liability will be limited to the benefit of the liability insurance which Colourwell has closed (including the amount of own risk that ColourWell under that liability insurance has agreed to). If the insurer does not pay out, the total liability for damages arising out of or in connection with the purchase of the goods is limited to the purchase price of the products. ColourWell is never liable for indirect or consequential damages and / or company losses. Subject to Article 6:89 Civil Code, the right for damages expires 12 months after the event or omission which directly or indirectly leads to damages and for which ColourWell is liable.

**Article 14. Invalidity of Individual Clauses**

The fact that any clause in these General Conditions of Sale and Delivery is or should become invalid shall not affect the validity of the remaining clauses or remaining parts of the clause concerned. The parties shall replace any invalid arrangement by an effective one which conforms as far as possible to the economic purpose of the invalid

**Article 15. Applicable law**

All agreements between the Seller and the Buyer are governed exclusively by Dutch law; the applicability of the Vienna Sales Convention is hereby explicitly excluded. All disputes between the parties will be brought exclusively before the competent court in the Netherlands