

General and Delivery Terms and Conditions Glor-Isol BV

June 2019

Table of contents:

Article 1 - Definitions

Article 2 - Identity of the entrepreneur

Article 3 - Applicability

Article 4 - The offer

Article 5 - The agreement

Article 6 - Right of withdrawal

Article 7 - Costs in case of withdrawal

Article 8 - Exclusion of the right of withdrawal

Article 9 - The price

Article 10 - Conformity and guarantee

Article 11 - Delivery and execution

Article 12 - Duration transactions: duration, cancellation and extension

Article 13 - Payment

Article 14 - Complaints procedure

Article 15 - Disputes

Article 16 - Protection of Personal data (including AVG / GDPR)

Article 17 - Additional or different provisions

Article 1 - Definitions

In these conditions the following apply:

1. **Cooldown period:** the period within which the customer can make use of his right of withdrawal;
2. **Consumer:** the natural person who does not act in the exercise of a profession or business and who enters into a distance contract with the entrepreneur;
3. **Day:** calendar day;
4. **Duration transaction:** a distance agreement with regard to a series of products and / or services, the delivery and / or purchase obligation of which is spread over time;
5. **Sustainable data carrier:** any means that enables the customer or entrepreneur to store information that is addressed to him personally in a way that allows future consultation and unaltered reproduction of the stored information.
6. **Right of withdrawal:** the possibility for the consumer to cancel the distance agreement within the cooling-off period;
7. **Customer:** the natural or legal person who enters into a distance agreement with the entrepreneur;
8. **Entrepreneur:** the natural or legal person who offers products and / or services to customers (including consumers) at a distance;
9. **Distance agreement:** an agreement whereby within the framework of a system organized by the entrepreneur for distance selling of products and / or services, until the conclusion of the agreement use is made exclusively of one or more techniques for distance communication;
10. **Technology for distance communication:** means that can be used to conclude an agreement, without the customer and trader being in the same room at the same time.

Article 2 - Identity of the entrepreneur

Glor-Isol BV

Business address: Elswede 5, NL-6921ST DUIVEN

E-mail address: info@glor-isol.eu

General and Delivery Terms and Conditions Glor-Isol BV

June 2019

Website: www.glor-isol.eu

Chamber of Commerce number: 74659197

VAT identification number: NL859982968B01

Article 3 - Applicability

1. These general terms and conditions apply to every offer from the entrepreneur and to every distance contract concluded between the entrepreneur and the customer.
2. Before the distance agreement is concluded, the text of these general terms and conditions is made available to the customer. If this is not reasonably possible, before the distance contract is concluded, it will be indicated that the general terms and conditions can be viewed at the entrepreneur and they will be sent free of charge as soon as possible at the request of the customer.
3. If the distance contract is concluded electronically, contrary to the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions can be made available to the customer electronically in such a way that the customer can be stored in a simple way on a durable data carrier. If this is not reasonably possible, before the distance agreement is concluded, it will be indicated where the general terms and conditions can be read electronically and that they will be sent free of charge electronically or otherwise at the request of the customer.
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 mutatis mutandis and in the event of conflicting general terms and conditions, the customer can always invoke the applicable provision that is most favorable to him is.

Article 4 - The offer

1. If an offer has a limited duration or is subject to conditions, this will be explicitly stated in the offer.
2. The offer contains a complete and accurate description of the products and / or services offered. The description is sufficiently detailed to allow a proper assessment of the offer by the customer. If the entrepreneur uses images, these are a true representation of the products and / or services offered. Obvious mistakes or errors in the offer do not bind the entrepreneur.
3. Each offer contains such information that it is clear to the customer what rights and obligations are attached to accepting the offer. This concerns in particular:
 - o the price including taxes;
 - o the possible costs of delivery;
 - o the manner in which the agreement will be concluded and which actions are required for this;
 - o whether or not the right of withdrawal is applicable;
 - o the method of payment, delivery and implementation of the agreement;
 - o the period for accepting the offer, or the period within which the entrepreneur guarantees the price;
 - o the level of the rate for distance communication if the costs of using the technique for distance communication are calculated on a basis other than the regular basic rate for the means of communication used;
 - o whether the agreement is archived after its conclusion, and if so, how it can be accessed by the customer;

- o the way in which the customer, before concluding the agreement, can check the data provided by him in the context of the agreement and, if desired, restore it;
- o any other languages in which, in addition to Dutch, the agreement can be concluded;
- o the codes of conduct to which the entrepreneur is subject and the way in which the customer can consult these codes of conduct electronically; and
- o the minimum duration of the distance agreement in the event of an extended transaction.

Article 5 - The agreement

1. The agreement is subject to the provisions of paragraph 4, concluded at the time the customer accepts the offer and meets the corresponding conditions, including (unless otherwise agreed between the entrepreneur and the customer) the payment of the amounts due in connection with the offer.
2. If the customer has accepted the offer electronically, the entrepreneur will immediately confirm receipt of the acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed by the entrepreneur, the customer can terminate the agreement.
3. If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to secure the electronic transfer of data and he will ensure a safe web environment. If the customer can pay electronically, the entrepreneur will take appropriate security measures.
4. The entrepreneur can - within the law - inform himself if the customer can meet his payment obligations, as well as all those facts and factors that are important for a sound conclusion of the distance agreement. If on the basis of this investigation the entrepreneur has good reasons not to enter into the agreement, he is entitled to refuse an order or request or to attach special conditions to the implementation.
5. The entrepreneur will send the following information with the product or service to the customer, in writing or in such a way that it can be stored in an accessible manner by the customer on a durable medium:
 - a. The visiting address of the establishment of the entrepreneur where the customer can go with complaints;
 - b. the conditions under which and the way in which the consumer can exercise the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
 - c. the information about guarantees and existing service after purchase;
 - d. the information included in article 4 paragraph 3 of these terms and conditions, unless the entrepreneur has already provided this information to the customer prior to the execution of the agreement;
 - e. the requirements for canceling the agreement if the agreement has a duration of more than one year or is of indefinite duration.
6. In the case of an extended transaction, the provision in the previous paragraph applies only to the first delivery.

Article 6 - Right of withdrawal

1. When purchasing products, the consumer has the option to dissolve the agreement for 7 days without giving any reason. This reflection period starts on the day following receipt of the product by the customer or a representative designated in advance by the consumer and announced to the entrepreneur.

General and Delivery Terms and Conditions Glor-Isol BV

June 2019

2. During the cooling-off period, the consumer will handle the product and packaging with care. He will only unpack or use the product to the extent necessary to assess whether he wishes to keep the product. If he exercises his right of withdrawal, he will return the product with all accessories supplied and - if reasonably possible - in the original condition and packaging to the entrepreneur, in accordance with the reasonable and clear instructions provided by the entrepreneur.
3. Upon delivery of services, the consumer has the option to dissolve the agreement without giving any reason for at least fourteen days, starting on the day of entering into the agreement.
4. To make use of his right of withdrawal, the consumer must comply with the reasonable and clear instructions provided by the entrepreneur with the offer and / or at the latest upon delivery.

Article 7 - Costs in case of withdrawal

1. If the consumer makes use of his right of withdrawal, the costs of return will always be for his account.
2. If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible, but no later than 30 days after receiving the returned products.

Article 8 - Exclusion of the right of withdrawal

1. The entrepreneur can exclude the right of withdrawal of the consumer insofar as provided for in paragraphs 2 and 3. The exclusion of the right of withdrawal only applies if the entrepreneur has clearly stated this in the offer, at least in time for concluding the agreement. .
2. Exclusion of the right of withdrawal is only possible for products:
 - a. That have been created by the entrepreneur in accordance with the customer's specifications;
 - b. that are clearly personal in nature;
 - c. that cannot be returned due to their nature;
 - d. that can spoil or age quickly;
 - e. whose price depends on fluctuations in the financial market over which the entrepreneur has no influence;
 - f. for individual newspapers and magazines;
 - g. for audio and video recordings and computer software of which the customer has broken the seal.
3. Exclusion of the right of withdrawal is only possible for services:
 - a. Relating to accommodation, transport, restaurant business or leisure activities to be performed on a certain date or during a certain period;
 - b. whose delivery has begun with the express consent of the customer before the cooling-off period has expired;
 - c. concerning bets and lotteries.

Article 9 - The price

1. During the validity period stated in the offer, the prices of the products and / or services offered are not increased, except for price changes as a result of changes in VAT rates.
2. Contrary to the previous paragraph, the entrepreneur can offer products or services with variable prices that are subject to fluctuations in the financial market and over which the

entrepreneur has no influence. This link to fluctuations and the fact that any stated prices are target prices are stated in the offer.

3. Price increases within 3 months after the conclusion of the agreement are only permitted if they are the result of statutory regulations or provisions.
4. Price increases from 3 months after the conclusion of the agreement are only permitted if the entrepreneur has stipulated this and:
 - a. These are the result of statutory regulations or provisions; or
 - b. the customer has the authority to cancel the agreement with effect from the day on which the price increase takes effect.
5. The prices stated in the range of products or services include VAT.

Article 10 - Conformity and Warranty

1. The entrepreneur ensures that the products and / or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of reliability and / or usability and the date of the creation of the existing legal provisions and / or government regulations. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.
2. A guarantee provided by the entrepreneur, manufacturer or importer does not affect the legal rights and claims that the customer can assert against the entrepreneur under the agreement.
3. A guarantee provided by the entrepreneur, manufacturer or importer will lapse if changes have been made to the relevant products by the customer or third parties.

Article 11 - Delivery and implementation

1. The entrepreneur will take the greatest possible care when receiving and implementing orders for products and when assessing applications for the provision of services.
2. The place of delivery is the address that the customer has made known to the entrepreneur. Orders are only delivered to the address (not a PO box) that the customer has made known to the entrepreneur through the "checkout" on the website.
3. Taking into account that which is stated in article 4 of these general terms and conditions, the company will execute accepted orders with due speed, though at the latest within 30 days, unless a longer delivery period has been agreed. If the delivery is delayed, or if an order cannot or only partially be executed, the customer will be notified of this no later than 30 days after he has placed the order. In that case, the customer has the right to terminate the agreement without costs and is entitled to any compensation.
4. In the event of termination in accordance with the previous paragraph, the entrepreneur will repay the amount that the customer has paid as soon as possible, but no later than 30 days after termination.
5. If delivery of the ordered product appears to be impossible, the entrepreneur will endeavor to make a replacement item available. At the latest at the time of delivery, it will be stated in a clear and comprehensible manner that a replacement item will be delivered. For replacement items right of withdrawal can not be excluded. The costs of a possible return shipment are at the expense of the entrepreneur.
6. The risk of damage and / or loss of products rests with the entrepreneur until the moment of transport. When placing an order, the customer has the option (shipping method "insured") to cover the risk of damage and / or loss of products during transport in accordance with the conditions of the carrier.

Article 12 - Duration transactions: duration, cancellation and renewalcancel

Cancellation

1. The customer can an agreement that has been entered into for an indefinite period of time and that extends to the regular delivery of products (including electricity) or services, with due observance of the agreed termination rules and a cancellation period of at most one month.
2. The customer may terminate an agreement for a definite period of time and that extends to the regular delivery of products (including electricity) or services at the end of the specified duration at any time with due observance of the agreed termination rules and a notice period of at least one month at most.
3. The customer can:the agreements referred to in the previous paragraphs
 - o Terminate at any time and not be limited to termination at a specific time or in a specific period;
 - o at least cancel in the same way as they are entered into by him;
 - o always cancel with the same cancellation period as the entrepreneur has stipulated for himself.

Extension

4. An agreement that has been entered into for a definite period of time and that extends to the regular delivery of products (including electricity) or services may not be tacitly renewed or renewed for a specific duration.
5. Contrary to the previous paragraph, an agreement that has been entered into for a definite period of time and that extends to the regular delivery of daily, weekly and weekly newspapers and magazines may be tacitly renewed for a fixed term of a maximum of three months, if the customer concludes this extended agreement against can terminate the extension with a notice period of at most one month.
6. An agreement that has been entered into for a fixed period and that extends to the regular delivery of products or services may only be tacitly extended for an indefinite period if the customer may cancel at any time with a notice period of at most one month and a notice period of at most three months if the agreement extends to the regular, but less than once a month, delivery of daily, news and weekly newspapers and magazines.
7. A contract with a limited duration for the regular introduction of daily newspapers, news and weekly newspapers and magazines (trial or introductory subscription) is not tacitly continued and ends automatically after the trial or introductory period.

Duration

8. If an agreement has a duration of more than one year, the customer may cancel the agreement at any time after one year with a cancellation period of at most one month, unless reasonableness and fairness preclude cancellation before the end of the agreed duration. .

Article 13 - Payment

1. Unless otherwise agreed, the amounts owed by the customer must be paid within 14 days after the start of the reflection period as referred to in article 6 paragraph 1. In the case of an agreement to provide a service, this period after the customer has received the confirmation of the agreement.
2. For delivery to consumers, the entrepreneur only accepts payments via Klarna (www.klarna.com) and Paypal (www.paypal.com).
3. Depending on the chosen payment method, the terms and conditions of the relevant payment service provider (in the case of consumers Klarna or Paypal) also apply.

General and Delivery Terms and Conditions Glor-Isol BV

June 2019

4. In the event of non-payment by the customer, the entrepreneur has the right, subject to legal restrictions, to charge the customer reasonable costs incurred in advance.

Article 14 - Complaints

1. The entrepreneur has a well-publicized complaints and deals with complaints under this procedure.
2. Complaints about the implementation of the agreement must be submitted promptly, fully and clearly described to the entrepreneur, after the customer has found the defects.
3. Complaints submitted to the entrepreneur will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the entrepreneur will respond within a period of 14 days with a message of receipt and an indication when the customer can expect a more detailed answer.
4. If the complaint cannot be resolved in mutual consultation, a dispute arises that is subject to the dispute settlement procedure.

Article 15 - Disputes

Agreements between the entrepreneur and the customer to which these general terms and conditions apply are exclusively governed by Dutch law.

Article 16 - Protection of Personal Data (including AVG / GDPR)

The entrepreneur only stores information provided by you and necessary for our services. This concerns:

1. For being able to handle orders placed on this website: email, name, address, ordered products (provided by yourself or on behalf of yourself by Paypal or Klarna)
2. For being able to answer questions via email: email, name, question (provided by yourself)
3. To be able to answer questions via the contact form on this website: email, name, question (provided by yourself)

We use the services of Google (hosting, email to perform our services.), TransIP (domain, hosting, email), Paypal (payments, shipping data), Klarna (payments, shipping data), and MyParcel (shipments).

The information you provide to us for our services is not used for other purposes or shared with other parties.

If you have any questions / comments regarding our privacy policy or would like to make use of your right to information or your right to forget, you can send an email to privacy@glor-isol.eu

Article 17 - Additional or different provisions or different

Additional provisions that deviate from these general terms and conditions may not be to the detriment of the customer and must be recorded in writing or in such a way that these can be stored by the customer in an accessible manner on a durable medium.