

GENERAL TERMS AND CONDITIONS OF BAMBOO IMPORT EUROPE B.V.

1 DEFINITIONS

In these General Terms, the capitalised terms and expressions listed below shall have the following meaning:

Agreement: an agreement concluded between Bamboo Import Europe and the Customer within the framework of an organized system for the distance sale of Products or the provision of Services, whereby, up to and including the conclusion of the agreement, on an exclusive or co-use basis, one or more means of distance communication is being used or an agreement is concluded outside Bamboo Import Europe's sales space.

Bamboo Import Europe: Bamboo Import Europe B.V.

Customer: any natural person who is not acting in the course of a profession or business and enters into an Agreement with Bamboo Import Europe.

Durable Data Carrier: any means that enables the Customer or Bamboo Import Europe to store information addressed to him/her personally in a way that enables future consultation and unaltered reproduction of the stored information.

General Terms: these general terms and conditions of Bamboo Import Europe.

Model Form: the model form for withdrawal made available by Bamboo Import Europe that a Customer can fill in when exercising his Right of Withdrawal, included in Annex I of these General Terms.

Party or Parties: Bamboo Import Europe and the Customer.

Product or Products: goods delivered by/or Bamboo Import Europe in accordance with the Agreement.

Right of Withdrawal: the possibility for the Customer to withdraw from the Agreement within the Withdrawal Period.

Service or Services: services provided by Bamboo Import Europe to the Customer in accordance with the Agreement.

Withdrawal period: the period within which the Customer can make use of his Right of Withdrawal.

2 IDENTITY OF BAMBOO IMPORT EUROPE

Bamboo Import Europe B.V.
Biesland 28, 1948 RJ Beverwijk, the Netherlands
Tel.: +31 (0)251-313177
E-mail: info@bambooimport.com
KvK-number: 65249763
VAT-identification number: NL8560.37.369.B01

3 APPLICABILITY

- 3.1 These General Terms apply to every offer made by Bamboo Import Europe, to all Agreements concluded between Bamboo Import Europe and the Customer and to all orders between Bamboo Import Europe and the Customer.

- 3.2 Deviations from these General Terms are only possible if these deviations are agreed upon in writing between Parties, or in such a way that they can be stored by the Customer in an accessible manner on a Durable Data Carrier. These General Terms cannot be deviated from to the disadvantage of the Customer.
- 3.3 Other general terms and conditions are hereby expressly rejected by Bamboo Import Europe.
- 3.4 Prior to the entering of an Agreement, the General Terms shall be made available to the Customer. If this is not reasonably possible prior to entering into the Agreement, Bamboo Import Europe shall indicate how and where the General Terms can be found and viewed by the Customer. Upon the Customer's request, the General Terms will be sent electronically or otherwise and free of charge.
- 3.5 In the event the Agreement is concluded electronically, in deviation of clause 3.4 and before the Agreement is concluded, the text of these General Terms can be made available to the Customer by electronic means in such a way that it can easily be stored by the Customer on a Durable Data Carrier. If this is not reasonably possible before the Agreement is concluded, it will be indicated where the General Terms can be found and viewed electronically and that, at the Customer's request, the General Terms will be sent electronically or otherwise and free of charge.
- 3.6 In case specific product or service conditions apply in addition to these General Terms, the preceding paragraphs of this clause shall apply accordingly and the Customer may, in case of conflicting general terms and conditions, always rely on the applicable provision that is the most favourable to him/her.
- 3.7 In the event of any conflict between the provisions of these General Terms and the provisions of the Agreement, the provisions of the Agreement shall prevail over the General Terms.
- 3.8 If any provision of these General Terms is held to be illegal, invalid, void or otherwise unenforceable (in whole or in part), (i) such illegal, invalid, void or unenforceable provision will not affect the validity or enforceability of any other provision of these General Terms, and (ii) the provision in question will be replaced by a provision that reflects as closely as possible the intent of the illegal, invalid, void or unenforceable provision
- 3.9 Any situations not covered by these General Terms must be assessed 'in the spirit' of these General Terms.
- 3.10 Uncertainties regarding the interpretation or content of one or more provisions of these General Terms must be interpreted 'in the spirit' of these General Terms.
- 3.11 These General Terms may be amended by Bamboo Import Europe at any time. Amendments to the General Terms shall take effect 30 calendar days after the day on which the Customer has been notified of the amendments. Amendments shall also apply to existing Agreements. If the Customer does not wish to accept the amendment(s), he/she may terminate the Agreement in accordance with the provisions of clause 11 of these General Terms.
- 3.12 This is a translation of the Dutch version of the General Terms of Bamboo Import Europe. The Dutch text of these General Terms shall prevail at any and all times.

4 THE OFFER

- 4.1 Bamboo Import Europe makes the offer either in writing or electronically. The offer is non-binding. Bamboo Import Europe is entitled to change and amend the offer. If an offer has a limited validity or is made subject to conditions, this will be explicitly stated in the offer.
- 4.2 The offer contains a complete and accurate description of the Products and/or Services offered, the price and the other costs for the Customer. The description is sufficiently detailed to enable a proper assessment of the offer by the Customer. If Bamboo Import Europe uses images, they provide a true representation of the Products and/or Services offered. Bamboo Import Europe is not bound by obvious errors or mistakes in the offer.

4.3 To the extent that the offer contains images and specifications, these are indicative and intended exclusively to give a general impression of the Products. Product photos may differ from the actual Product on offer. This cannot be a reason for compensation or termination of the Agreement.

4.4 Each offer contains such information in order to clarify the Customer's rights and obligations attached to accepting the offer.

5 THE AGREEMENT

5.1 The Agreement is concluded, subject to the provisions of clause 5.4, at the moment the Customer accepts the offer and fulfils the conditions set out therein.

5.2 If the Customer has accepted the offer electronically, Bamboo Import Europe shall confirm the receipt of acceptance of the offer electronically and without delay. As long as receipt of the acceptance has not been confirmed by Bamboo Import Europe, the Customer may terminate the Agreement.

5.3 If the Agreement is concluded electronically, Bamboo Import Europe shall take appropriate technical and organisational measures to secure the electronic transmission of data and shall ensure a secure web environment. If the Customer is able to pay electronically, Bamboo Import Europe will observe appropriate security measures in this respect.

5.4 Bamboo Import Europe is entitled to investigate - within legal frameworks - whether the Customer can fulfil his payment obligations under the Agreement, as well as all those facts and circumstances that are important for the responsible conclusion of the Agreement. If, based on this investigation, Bamboo Import Europe has good reason not to enter into the Agreement, Bamboo Import Europe shall be entitled to refuse an order or application or to attach special conditions to its performance.

5.5 Bamboo Import Europe shall send the following information in respect of the Product or Service to the Customer, in writing, or in such a way that it can be stored by the Customer in an accessible manner on a Durable Data Carrier:

- (a) the visiting address of Bamboo Import Europe's office where the Customer can file complaints, if the case may be;
- (b) the conditions on which, and the way in which, the Customer may exercise its Right of Withdrawal, or a clear statement regarding the exclusion of the Right of Withdrawal;
- (c) the information on warranties and existing after-sales service;
- (d) the data included in clause 4.2 of these General Terms, unless Bamboo Import Europe has already provided this data to the Customer prior to the execution of the Agreement;
- (e) the requirements for terminating the Agreement if the Agreement has a term of more than one year or is indefinite.

5.6 In the case of a continuing performance transaction, being an Agreement relating to a series of Products and/or Services of which the supply and/or purchase obligation is spread over time, the provision of clause 5.5 shall apply only to the first delivery.

5.7 Every Agreement is entered into under the condition precedent of sufficient availability of the Products concerned.

6 CUSTOMER'S RIGHT OF WITHDRAWAL

Right of Withdrawal for Products

6.1 Within a period of 14 calendar days after the purchase of a Product, the Customer has the right to terminate the Agreement without providing any reasons. This Withdrawal Period starts on the day after receipt of the Product

by (i) the Customer or (ii) a representative designated in advance by the Customer and communicated to Bamboo Import Europe.

- 6.2 During the Withdrawal Period, the Customer shall handle the Product and its packaging with due care. He/she shall only unpack or use the Product to the extent necessary to be able to assess whether he/she wishes to keep the Product. Bamboo Import Europe applies the principle that the Customer may only handle and inspect the Product as he/she would do in a store. The Customer shall be liable for any reduction in value of the Product that is the result of handling the Product in a manner that goes beyond what is permitted as described in this provision and other than what is necessary to ascertain the nature, characteristics and functioning of the Product. If the Product is damaged due to careless handling by the Customer, the Customer shall be liable for any decrease in value of the Product. The Customer shall not be liable for any decrease in value of the Product if Bamboo Import Europe has not provided him/her with all legally required information on the Right of Withdrawal before or at the time of entering into the Agreement.
- 6.3 If the Customer exercises its Right of Withdrawal, he/she shall return the Product with all delivered accessories and - if reasonably possible - in its original state and packaging to Bamboo Import Europe in accordance with the reasonable and clear instructions provided by Bamboo Import Europe.
- 6.4 In the event the Customer wishes to exercise his/her Right of Withdrawal, he/she must notify Bamboo Import Europe within 14 calendar days after receipt of the Product. The Customer must notify Bamboo Import Europe of this fact by using the Model Form or by another means of communication such as e-mail. After the Customer has given a notification of the exercise of his/her Right of Withdrawal, the Customer shall return the Product to Bamboo Import Europe within 14 calendar days. The Customer must prove that the delivered goods have been returned in time, for instance by means of a proof of sending.
- 6.5 If, after the expiry of the periods specified in this clause 6, the Customer has not indicated that it wishes to exercise its Right of Withdrawal and has not returned the Product to Bamboo Import Europe, the purchase of the Product(s) shall be a fact.
- 6.6 The burden of proof for the correct and timely exercise of the Right of Withdrawal shall be on the Customer.
- 6.7 Products made to order, sawn or otherwise processed cannot be returned to Bamboo Import Europe, unless the Parties have agreed otherwise.

Right of withdrawal for Services and digital content not supplied on a tangible carrier

- 6.8 Within 14 calendar days starting on the day after the day of entering into the Agreement, the Customer may terminate the Agreement for the provision of Services and/or the Agreement for the provision of digital content that is not supplied on a tangible carrier, without providing any reasons.
- 6.9 To exercise the Right of Withdrawal, the Customer shall comply with the reasonable and clear instructions provided by Bamboo Import Europe at the time of the offer and/or at the latest at the time of delivery.

Exclusion of the Right of Withdrawal

- 6.10 Bamboo Import Europe is entitled to exclude the Right of Withdrawal if (i) Bamboo Import Europe has expressly stated this in the offer or (ii) Bamboo Import Europe has timely stated this to the Customer prior to the entering into the Agreement. In addition to the events specified by law, the exclusion of the Right of Withdrawal is possible in case of:
- (a) Products manufactured according to the specifications of the Customer, which are not prefabricated and which are manufactured on the basis of an individual choice or decision of the Customer, or which are clearly intended for a specific person;
 - (b) Products that are clearly personal in nature;
 - (c) Products that cannot be returned due to their nature;
 - (d) Products that spoil or age quickly;

- (e) Products of which the price is subject to fluctuations in the financial market in respect of which Bamboo Import Europe has no influence;
- (f) Products purchased at a public auction, which is understood to mean a method of sale whereby Products are offered by Bamboo Import Europe to the Customer who attends or is given the opportunity to attend the auction in person, under the guidance of an auctioneer, and whereby the winning bidder is obliged to purchase the Products;
- (g) Products that after delivery are by their nature irrevocably mixed with other Products;
- (h) Products that have been damaged by the Customer after delivery;
- (i) Products of which the delivery has started before the expiry of the Withdrawal Period, such with the express consent of the Customer;
- (j) Products in respect of which the Customer has declared to waive his right of termination once Bamboo Import Europe has fulfilled its obligations under the Agreement; and/or
- (k) Products that cannot be proven to be purchased by the Customer from Bamboo Import Europe.

Costs in the event of withdrawal

- 6.11 The costs of returning the Products shall be borne by the Customer. Bamboo Import Europe shall not bear these costs, unless the Parties have agreed otherwise.
- 6.12 In the event the Customer invokes its Right of Withdrawal, Bamboo Import Europe shall refund the price paid for the returned Products, including any delivery costs that may have been charged, as soon as reasonably possible and no later than 14 calendar days after the withdrawal. The condition for reimbursement is that the Products have been received by Bamboo Import Europe in good condition or that conclusive proof of complete return can be provided by the Customer. Refund shall be made through the same payment method used by the Customer, unless the Customer expressly agrees to a different payment method.
- 6.13 If the Customer has opted for a more expensive method of delivery than the cheapest standard delivery, Bamboo Import Europe is not obliged to refund the additional costs for the more expensive method.

7 PRICE

- 7.1 During the validity period stated 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.
- 7.2 Notwithstanding clause 7.1, Bamboo Import Europe may offer Products or Services of which the prices are subject to fluctuations in the financial market that are beyond Bamboo Import Europe's control. The offer shall state that the price is subject to fluctuations and that the price mentioned in the offer is a target price.
- 7.3 Price increases within 3 months after the entering into the Agreement are only allowed if they are the result of statutory laws and/or regulations. In such event, the Customer has the right to terminate the Agreement.
- 7.4 Price increases from 3 months after the entering into the Agreement are only allowed if Bamboo Import Europe has stipulated this and:
- (a) these are the result of statutory laws and/or regulations; or
 - (b) the Customer has the right to terminate the Agreement from the day on which the price increase takes effect.
- 7.5 The prices mentioned in the offer of Products and/or Services include VAT. All prices are subject to misprints and typesetting errors. Bamboo Import Europe shall not accept any liability for damages and/or claims resulting from misprints and typesetting errors. In the event of misprints and typesetting errors, Bamboo Import Europe shall not be obligated to deliver the Product according to the incorrect price.

8 PAYMENT

- 8.1 Unless otherwise agreed in the Agreement, the amounts owed by the Customer must be paid within 14 calendar days after the start of the Withdrawal Period as referred to in clause 6.1 of these General Terms, or in the absence of a Withdrawal Period within 14 calendar days after delivery of the Product. In the case of an Agreement to provide Services, the payment period shall start on the day after the Customer receives confirmation of the Agreement.
- 8.2 Bamboo Import Europe is entitled to demand a down payment from the Customer of no more than half of the price. The Agreement shall not be executed by Bamboo Import Europe until it has received the down payment.
- 8.3 The Customer shall be obliged to pay the price in full, unless the Parties have agreed that the Customer may pay in several instalments. If payment in instalments has been agreed, the Customer shall pay the price in accordance with the agreed instalments and percentages.
- 8.4 The Customer is obliged to report any inaccuracies in payment data provided or stated to Bamboo Import Europe, such without delay.
- 8.5 If the Customer fails to fulfil his payment obligation(s), or fails to do so on time, Bamboo Import Europe shall send the Customer a payment reminder, free of charge, giving the Customer the opportunity to fulfil his payment obligations within a period of 14 calendar days. If payment is not made within the period specified in the payment reminder, the Customer shall owe statutory interest on the amount due and Bamboo Import Europe is entitled to charge any extrajudicial collection costs incurred by it. These collection costs shall amount to a maximum of: (a) 15% on outstanding amounts up to EUR 2,500 with a minimum of EUR 40; (b) 10% on the following EUR 2,500; and (c) 5% on the following EUR 5,000. Bamboo Import Europe may deviate from the aforementioned amounts and percentages in favour of the Customer.
- 8.6 Bamboo Import Europe is entitled to retain or reclaim the Product if the Customer fails to fulfil a due and payable obligation, unless the failure does not justify such retention or reclamation.

9 DELIVERY AND PERFORMANCE

- 9.1 Bamboo Import Europe shall take the greatest possible care when accepting and executing the Agreement.
- 9.2 Bamboo Import Europe shall deliver the Products to the delivery address provided by the Customer. The Products shall be at the Customer's risk as from the moment of delivery.
- 9.3 Subject to clause 9.4, Bamboo Import Europe shall deliver the Products as soon as reasonably possible, but no later than 30 calendar days after the entering into the Agreement, unless the Parties have agreed on a different delivery period. If delivery is delayed, or if an order cannot be fulfilled, or can only be fulfilled in part, the Customer shall be informed of this within 30 calendar days of placing the order. In such event, the Customer has the right to terminate the Agreement, free of charge, and Bamboo Import Europe will refund the amount paid by the Customer as soon as reasonably possible, but no later than 14 days after termination. The Customer shall not be entitled to any compensation.
- 9.4 All delivery periods are indicative. The Customer may not derive any rights from any delivery periods stated. Exceeding a delivery period does not give the Customer a right to compensation.
- 9.5 The risk of damage and/or loss of Products shall rest with Bamboo Import Europe until the moment of delivery to the Customer or a representative designated in advance by the Customer and communicated to Bamboo Import Europe, unless expressly agreed otherwise.
- 9.6 Bamboo Import Europe may refuse an order for multiple Products with a different delivery period, provided that it has informed the Customer in this respect prior to the entering into the Agreement.

10 WARRANTY

- 10.1 Bamboo Import Europe represents and warrants that the Products and/or Services comply with the Agreement, with the specifications stated in the offer, with the reasonable requirements of suitability and soundness and with the existing statutory laws and/or regulations on the date on which the Agreement was concluded.
- 10.2 The warranty given by Bamboo Import Europe shall cease to apply if a defect is the result of incorrect, careless or incompetent use of the Product and/or Service by the Customer or if the defect is the result of changes, repairs or other adaptations to the Product and/or Service made by the Customer or third parties. Bamboo Import Europe is not liable for any damage resulting from these defects.
- 10.3 The warranty does not cover defects in Products caused by normal wear and tear, or due to damage that is the result of circumstances beyond Bamboo Import Europe's control, including weather conditions and the natural characteristics of the Product.
- 10.4 The warranty does not apply if the delivered Products have been exposed to abnormal conditions or are otherwise handled carelessly or contrary to Bamboo Import Europe's instructions and/or the packaging instructions, and/or the defectiveness is wholly or partially the result of statutory law and/or regulations that have been or will be imposed on the nature or quality of the materials used.
- 10.5 Bamboo Import Europe has informed the Customer about the characteristics of the Products and the Customer is aware that bamboo is a natural product. Bamboo Import Europe has no influence on the natural characteristics of bamboo in any way. The following may affect the Products:
- (a) vertical cracks can/will appear in bamboo poles. Like wood, bamboo expands or shrinks when changes in temperature or humidity occur. However, cracks do not affect the structural integrity of the bamboo;
 - (b) discoloration of the Products due to sun, moisture or mould can affect bamboo. Due to the natural material, this is associated with outdoor organic products such as bamboo; and/or
 - (c) due to the use of natural materials, the size and colour may differ from the Product specifications and illustrations.
- By entering into the Agreement, the Customer accepts (i) that the natural characteristics may affect the Products and (ii) that the warranty cannot be invoked for these events.
- 10.6 A warranty provided by Bamboo Import Europe, manufacturer or importer shall not affect the legal rights and claims that the Customer may have against Bamboo Import Europe under the Agreement.
- 10.7 Any defects or incorrect delivered Products must be reported in writing to Bamboo Import Europe within 2 months of delivery. Products must be returned in the original packaging and in new condition.
- 10.8 Bamboo Import Europe's warranty period corresponds to the manufacturer's warranty period. However, Bamboo Import Europe shall never be responsible for the ultimate suitability of the Products for each individual application by the Customer, nor for any advice regarding the use or application of the Products.

11 TERM AND TERMINATION OF THE AGREEMENT

- 11.1 The Customer may terminate the Agreement that has been entered into for an indefinite period of time and which provides for the regular supply of Products and/or Services, at any time, subject to the agreed termination rules and a notice period of no more than one month.
- 11.2 The Customer may terminate the Agreement entered into for a definite period of time and which provides for the regular supply of Products and/or Services, at any time at the end of the fixed term, subject to the agreed termination rules and a notice period of no more than one month.

- 11.3 The Customer may terminate the agreements mentioned in the previous paragraphs of this clause:
- (a) at any time and not limited to termination at a specific time or in a specific period;
 - (b) at least in the same manner as they were entered into by him/her; and
 - (c) always with the same notice period as Bamboo Import Europe has stipulated for itself.
- 11.4 If an Agreement has a duration of more than one year, the Customer may terminate the Agreement at any time after one year with a notice period of no more than one month, unless reasonableness and fairness oppose against termination before the end of the agreed term.

12 COMPLAINTS PROCEDURE

- 12.1 Bamboo Import Europe has a complaints procedure and handles complaints in accordance with this respective procedure. The complaints procedure is available electronically. At the Customer's request, Bamboo Import Europe shall send the complaints procedure to the Customer electronically or otherwise and free of charge.
- 12.2 The Customer must file complaints about the performance of the Agreement or about defects in the Product to Bamboo Import Europe within 2 months after discovering the defects, in a complete and clearly described manner including photographs of the respective damage.
- 12.3 Complaints filed to Bamboo Import Europe shall be answered within a period of 14 calendar days from the date of receipt. If a complaint requires a foreseeably longer processing time, Bamboo Import Europe shall respond within the 14-calendar-day period with an acknowledgement of receipt and an indication of when the Customer can expect a more detailed response.
- 12.4 In the event of a complaint, a Customer must first turn to Bamboo Import Europe. The parties shall make every effort to resolve the complaint in mutual consultation within a reasonable period, with four (4) weeks being regarded as the minimum.
- 12.5 If the complaint cannot be resolved in mutual consultation, a dispute shall arise that is subject to the dispute settlement procedure.
- 12.6 A complaint shall not suspend Bamboo Import Europe's obligations, unless Bamboo Import Europe indicates otherwise in writing.
- 12.7 If a complaint is found to be justified by Bamboo Import Europe, it shall, at its discretion, either replace or repair the delivered Products free of charge.

13 PRIVACY AND PROCESSING OF PERSONAL DATA

- 13.1 In the event Bamboo Import Europe processes personal data, this will be done in accordance with the requirements of Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation). Bamboo Import Europe's privacy policy can be found at <https://bambooimport.com/privacy-beleid/>.

14 GOVERNING LAW AND JURISDICTION

- 14.1 All offers, order confirmations, Agreements and any further arrangements entered into between Bamboo Import Europe and the Customer to which the General Terms apply, are governed by the laws of the Netherlands. If the Customer has his/her permanent place of residence outside the Netherlands, but within the European Union, the Customer shall also be protected by any mandatory rights and regulations of the country of his/her permanent place of residence.
- 14.2 The United Nations Convention on Contracts for the International Sales of Goods is not applicable.

- 14.3 All disputes arising out of or in connection with offers, order confirmations, Agreements and any further arrangements entered into between Bamboo Import Europe and the Customer, shall be exclusively resolved by the competent court in Amsterdam, the Netherlands. During a period of one month after Bamboo Import Europe has invoked this article in writing towards the Customer, the Customer has the right to opt for the settlement of the dispute by another court that is competent according to mandatory laws and regulations.

ANNEX I: MODEL FORM FOR WITHDRAWAL

(complete and return this form only if you wish to terminate the Agreement)

To:

Bamboo Import Europe B.V.

Biesland 28, 1948 RJ Beverwijk, the Netherlands

E-mail: info@bambooimport.com

Hereby, I/We* inform you that I/we* have decided to terminate our agreement on

- the purchase of the following products: [product description]*.
- the supply of the following digital content: [description of digital content]*
- the provision of the following service: [service description]*,

Ordered on*/received on* [date of order for services or date of receipt for Products].

[Name of Customer(s)]

[Customer address(es)]

[Signature of Customer(s)] (only if this form is provided on paper)

**Delete what does not apply or fill in what applies.*