

GENERAL TERMS AND CONDITIONS

NEYCKO

Article 1: Introduction and identity of the seller

1. Neycko, with offices at L. van Vuurdestraat 19, 2552 JG, The Hague, The Netherlands, is registered at the Dutch Chamber of Commerce under number 81273118 (“**Neycko**”), and has VAT identification number: NL001850616B11. Neycko’s website is www.neycko.com (the “**Website**”).
2. The provisions in these General Terms & Conditions (“the **GTC**”) apply to any legal relationship between Neycko and the Customer.

Article 2: Definitions

1. In these GTC, the following definitions shall have the meanings as outlined
 - (i) Reconsideration Period: the period of 14 days within which the Consumer can use his right of cancellation;
 - (ii) Consumer: the natural person that is not acting in the exercise of a profession or on behalf of a company and who enters a distance contract with Neycko;
 - (iii) Day: calendar day;
 - (iv) Continuing performance contract: a distance-selling contract concerning a series of products for which the offer and/or purchasing obligation is spread over a longer period;
 - (v) Durable medium: each means that enables the Consumer or Neycko to store information personally addressed to him in a manner that makes future consultation and unchanged reproduction of the saved information possible;
 - (vi) Right of Cancellation: the possibility for the Consumer to cancel the distance contract within the Reconsideration Period;
 - (vii) Neycko: the legal entity that offers products to Consumers at a distance;
 - (viii) Distance Contract: a contract in which, within the framework of a system organized by Neycko for the distance selling of products including the conclusion of the contract, exclusive use is made of one or more technologies for distance communication;
 - (ix) Technology for distance communication: means that can be used to conclude a contract, without requiring the Consumer and Neycko to come together in the same space at the same time.

Article 3: Applicability

1. These GTC apply to each offer of Neycko and to each distance contract concluded between Neycko and Consumer. Before the distance contract is concluded, the text of these GTC is made available to the Consumer. If this is not reasonably possible, the GTC can be read at Neycko’s location or posted to the Consumer free of charge at the Consumer’s request.
2. If the distance contract is concluded by electronic means, the text of these GTC can be made available to the Consumer by electronic means in such a manner that the Consumer will be able to save this text in a simple manner on a durable medium. If this is not reasonably possible, then, before the contract is concluded, it will be stated

where the GTC can be read by electronic means and that, at the Consumer's request, they shall be sent to the Consumer by electronic means or in another manner free of charge.

Article 4: The Offer

1. If an offer has a limited period of validity or is made under certain conditions, this will be expressly stated in the offer.
2. The offer contains a complete and precise description of the products on offer. The description is sufficiently detailed to make a good assessment of the offer by the Consumer possible. If Neycko makes use of images, they are a faithful representation of the products offered. Clear mistakes or obvious errors in the offer are not binding to Neycko.
3. Each offer contains sufficient information so that it is clear for the Consumer what the rights and obligations are that are attached to an acceptance of the offer. This concerns in particular:
 - (i) The price including taxes;
 - (ii) Any costs of delivery;
 - (iii) The way in which the contract shall be concluded and what actions are necessary for this;
 - (iv) The application or non-application of the Right of Cancellation
 - (v) The method of payment, delivery and implementation of the contract;
 - (vi) The period for the acceptance of the offer or the period within which Neycko guarantees the price;
 - (vii) The amount of the charge for distance communication if the costs of using the technology for distance communication are calculated on a basis other than the regular basic charge for the means of communication used;
 - (viii) Whether the contract will be filed after it is concluded and, if so, the manner in which it can be consulted by the Consumer;
 - (ix) The manner in which the Consumer, before concluding the contract, can check the data he has provided in the context of the contract and correct it if desired;
 - (x) The codes of conduct which Neycko has submitted himself to and the manner in which the Consumer can consult these codes of conduct by electronic means;
 - (xi) The minimum duration of the distance selling contract in case of a continuing performance contract.

Article 5: The Contract

1. Subject to the provision in Article 4, the contract will be concluded at the moment the Consumer accepts the offer and meets the conditions set for it.
2. If the Consumer has accepted the offer by electronic means, Neycko will confirm the acceptance of the offer immediately by electronic means. As long as Neycko does not confirm the reception of this acceptance, the Consumer can dissolve the contract.
3. If the contract is concluded by electronic means, then Neycko shall take suitable technical and organizational measures to secure the electronic transfer of data and he will ensure there is a secure web environment. If the Consumer can pay by electronic means, Neycko shall take suitable security measures to safeguard this payment.
4. Neycko can – within legal frameworks – ascertain whether the Consumer is able to meet his payment obligations, as well as inform himself of all those facts and factors

that are important for the sound conclusion of the distance contract. If, on the basis of this investigation, Neycko has good grounds not to conclude the contract, then he is entitled to refuse an order or request, stating his reasons for doing so, or to attach special conditions to the implementation of the contract.

5. Along with the product, Neycko shall send the following information to the Consumer in writing or in such a manner the Consumer can save that it in an accessible manner on a durable medium:
 - A) The street address of the establishment of Neycko where the Consumer can submit complaints;
 - B) The conditions under which and the way in which the Consumer can make use of the Right of Cancellation, or a clear statement with respect to the exclusion of the Right of Cancellation
 - C) The information on warranties and the existing service after purchase;
 - D) The data recorded in Clause 4, paragraph 3 of these conditions, unless Neycko has already provided this data to the Consumer prior to the implementation of the contract;
 - E) The cancellation requirements if the contract has a duration of more than one year or if it concerns a contract of unlimited duration.
 - F) In case of continuing performance, this latter provision only applies to the first delivery.

Article 6: Right of Cancellation

1. When a Consumer purchases a product, he is given the opportunity to cancel the contract, without giving a reason for doing so, for a period of 14 days. This Reconsideration Period commences on the day after the Consumer, or a representative designated in advance and announced to Neycko by the Consumer, receives the product.
2. The Consumer may only use his Right of Cancellation if:
 - the product has not been used.
 - the product has not been damaged
 - it is not a product that can spoil quickly, like food or flowers.
 - the product is not specially tailored for the consumer or adapted to its special needs (customised products are NOT eligible to return policy).
 - it is not a product that may not be returned for hygienic reasons (underwear, swimwear, jewelry etc.).
 - the seal is still intact, when the product is a data carrier with digital content (DVDs, CDs, etc.).
 - the product is not a (holiday)trip, a transportation ticket, a catering order or a form of leisure activity.
 - the product is not a separate magazine or a loose newspaper.
 - the purchase does not concern an (assignment to) urgent repair.
 - the consumer has not renounced his right of cancellation.
3. If a Consumer makes use of his right of Cancellation, he shall return the product with all delivered accessories and – if reasonably possible – in the original condition and packaging to Neycko.
4. A Consumer may cancel in any written way, either electronically or via paper letter. Dutch Customers may use the standard cancellation letter as composed by the ACM, to be found here and also attached as ANNEX 1 to these GTC.

5. If a consumer was not provided with the legally required information about the Right of Cancellation, or the standard cancellation letter attached as ANNEX 1, the period mentioned in paragraph 1 will expire twelve months after the end of the original 14 day period determined in accordance with the previous paragraphs of this article.

Article 7: Costs in case of cancellation

1. If the Consumer makes use of his Right of Cancellation, he shall bear the costs of returning the product.
2. If the Consumer has made a payment for the product, Neycko shall refund this amount as soon as possible, at the latest within 14 days after the Consumer performed the cancellation.

Article 8: Exclusion of Right of Cancellation

1. Neycko can exclude the Right of Cancellation from the Consumer insofar as this is provided for in paragraph 2. The exclusion of the Right of Cancellation applies only if Neycko has stated this clearly in the offer or before the conclusion of the contract.
2. Exclusion of the Right of Cancellation is only possible for products:
 - A) That have been created by Neycko in accordance with the specifications of the Consumer;
 - B) That are clearly of a personal nature;
 - C) That, due to their nature, cannot be returned;
 - D) That spoil or age quickly;
 - E) Whose price is connected to fluctuations on the financial market over which Neycko has no control.

Article 9: The Price

1. During the period of validity stated in the offer, the prices of the products offered will not be increased, with the exception of price changes resulting from changes in VAT rates.
2. In departure from the previous paragraph, Neycko can offer products whose prices are connected to fluctuations on the financial market over which Neycko has no control at variable prices. This connection to fluctuations and the fact that any prices given are recommended prices shall be stated in the offer.
3. Price increases occurring within 3 months after the conclusion of the contract are only permitted if they are the result of legal regulations or provisions;
4. Price increases starting 3 months after the conclusion of the contract are only permitted if Neycko has insisted on this and:
 - A) These increases are the result of legal regulations or provisions; or
 - B) The Consumer is authorized to cancel the contract effective on the day on which the increase commences.
 - C) The prices given in the offer of products include VAT.

Article 10: Conformity and Warranty

1. The Neycko guarantees that the products meet the contract requirements, the specifications stated in the offer, the reasonable requirements of sound quality and/or usability and the legal provisions and/or government regulations existing on the date on which the contract was concluded.

2. A warranty provided by Neycko, manufacturer or importer does not in any way impede the legal rights and claims that the Consumer can invoke against Neycko on the basis of the contract.

Article 11: Delivery and Implementation

1. Neycko shall take the utmost care when receiving and carrying out orders for products. The place of delivery is the address that the Consumer makes known to the company. In accordance with what is stipulated on this in Clause 4 of these GTC, the company shall carry out the accepted orders with due speed, yet no later than within 14 days, unless a longer delivery period is agreed. If the delivery is delayed, or if an order cannot be carried out or can only be partially carried out, then the Consumer shall be informed of this no later than 14 days after he has placed the order. In this case, the Consumer has the right to dissolve the contract without incurring costs and the right to possible damages. These damages can never amount to more than the value of the invoice.
2. If the contract is dissolved in accordance with the previous paragraph, then Neycko shall refund the amount that the Consumer has paid as soon as possible, yet no later than within 14 days after the dissolution.
3. If it appears impossible to deliver a product that has been ordered, then Neycko shall make an effort to make a replacement article available. On delivery, at the latest, it will be stated in a clear and understandable manner that a replacement article is being delivered. In the case of replacement articles, the Right of Cancellation cannot be excluded. The costs of any return shipment shall be borne by Neycko.
4. The risk of damage and/or the loss of products is borne by Neycko up to the moment delivery is made to the Consumer or to a representative designated in advance and made known to Neycko, unless otherwise is expressly agreed.

Article 12: Liability

1. To the extent permitted by law, Neycko excludes liability for any damage suffered by a Customer through:
 - (a) use of the Website;
 - (b) incorrect information on the Website;
 - (c) purchase of products via the Website.
 - (d) use of products purchased via the Website
2. If Neycko is nonetheless liable for whatever reason, that liability is at all times limited to a maximum of (a) the total compensation that that User has paid to Administrator during the 6 months prior to the act that caused the liability, or (b) € 150, whichever is higher.
3. Neycko shall at no time be liable for any indirect or consequential damages resulting from the use of a product purchased from Neycko.

Article 13: Payment

1. As far as no other date has been agreed, sums payable by the Consumer should be paid within 14 days after the start of the Reconsideration Period.
2. When selling products to Consumers, the general terms and conditions may never stipulate an advance payment in excess of 50%. Where advance payment is stipulated, the Consumer cannot invoke any rights whatsoever in relation to the

implementation of the order in question before the stipulated advance payment has been made.

3. The Consumer is required to report inaccuracies in the payment information provided or reported immediately to Neycko.
4. In case of transfer to a bank account or electronic payment, the date on Neycko's bank statement applies as the date on which the payment has occurred.
5. The Consumer who hasn't paid at the latest on the due date, without this requiring any warning or proof of default, is in default against Neycko, with exception of the situations as stipulated in clause 15 paragraph 2. From that point on, Consumer is owed statutory interest. The interest shall be calculated over the total amount due until full payment has been fulfilled.
6. In the event of non-payment on the part of the Consumer, Neycko has the right, subject to statutory limitations, to charge the Consumer reasonable costs about which the Consumer was informed in advance.

Article 14: Retention of title

1. All products delivered by Neycko in the context of the contract remain the property of Neycko until the Consumer has properly fulfilled all obligations ensuing from the contract(s) concluded with Neycko.

Article 15: Complaints

1. Neycko has a sufficiently published complaints procedure and handles any complaint in accordance with this complaints procedure. Complaints about the implementation of the contract should be submitted within due time, i.e. within two months at the latest, to Neycko with a full and clear description of the complaint after the Consumer has discovered the shortcomings in question.
2. Complaints submitted to Neycko will be responded to within a period of 14 days calculated from the date of reception. If a complaint requires a foreseeably longer time to handle, Neycko shall respond within the period of 14 days with a confirmation of reception and an indication of when the Consumer can expect to receive a more detailed response.
3. In the event of complaints, the Consumer is only entitled to withhold payment of that part of the invoice that is in reasonable proportion to the substance and seriousness of the complaint. This does not release the Consumer from his obligation to pay the remaining sum of the invoice within the agreed period.
4. If the complaint cannot be solved in consultation between the parties, then the dispute shall be brought before the competent court.

Article 16: Disputes

1. Contracts between Neycko and the Consumer to which these GTC pertain are subject to Dutch law. Disputes between the Consumer and Neycko about the conclusion or implementation of contracts concerning products that are to be delivered or that have been delivered by Neycko shall be brought before the competent court.
2. When the Consumer does not reside in the Netherlands, Neycko shall institute legal proceedings against the Consumer at the court located in the Consumer's city of residence and subject to the law of the country in which the Consumer resides.

3. If any part of these GTC is declared to be wholly or partially invalid or not applicable, or in any other way is not recognized due to it contravening prevailing national laws, then the other provisions of these GTC shall remain in full force.

Article 17: Force Majeure

1. In addition to the provisions of article 6:75 Dutch Civil Code, a shortcoming of Neycko in the fulfillment of any obligation to the Consumer cannot be attributed to Neycko in any situation independent of the will of Neycko, when the fulfillment of its obligations towards the consumer is prevented in whole or in part or when the fulfillment of its obligations cannot reasonably be required from Neycko.
2. The force majeure situation referred to in paragraph 1 is also applicable - but not limited to: state of emergency (such as civil war, insurrection, riots, natural disasters, etc.); defaults and force majeure of suppliers, delivery men or other third parties; unexpected disturbances of power, electricity, internet, computer or telecoms; computer viruses, strikes, government measures, unforeseen transport problems, bad weather conditions and work stoppages.
3. If a situation of force majeure arises as a result of which Neycko can not fulfill one or more obligations towards the Consumer, these obligations will be suspended until Neycko can comply with it.
4. From the moment that a force majeure situation has lasted at least 30 calendar days, both parties may dissolve the agreement in writing in whole or in part.
5. Neycko does not owe any (damage) compensation in a situation of force majeure, even if it has obtained any advantages as a result of the force majeure situation.

Article 18: General provisions

1. Additional provisions or provisions varying from these GTC may not disadvantage the Consumer and should be recorded in writing or in a manner that enables the Consumer to save them in an accessible manner on a durable medium.
2. Changes made in these conditions only take effect after they have been published in an appropriate manner, with the understanding that when applicable changes are made during the course of an offer, the provision that is most favorable to the Consumer shall prevail.

The Hague, January 2021

ANNEX I: Model cancellation form

(only complete and return this form if you wish to cancel the purchase)

a. To: Neycko
Adres Morestorage volgt
info@neycko.com

b. I wish to cancel my purchase regarding the following products:

Order number: _____

Article: _____

Article: _____

Article: _____

Reason: Wrong size / Wrong color

Other: _____

c. Ordered on * / received on * date: _____

d. Name: _____

e. Address: _____

f. Email: _____

g. Wish to:

Exchange article: _____

Refund: _____

f. Signature: (only if this form is submitted on paper)

* Delete what does not apply or enter what applies.