

General Terms and Conditions Dutchchems

Article 1: Definitions

1.1 In these general terms and conditions, the following terms are used with the corresponding meaning, unless expressly stated otherwise:

Dutchchems: the company, located in Maarssen, the Netherlands, registered in the Chamber of Commerce under number 69590591.

Customer: the natural person or legal entity entering into an agreement with Dutchchems.

Agreement: the agreement between Dutchchems and the customer concerning the sale and delivery of products.

Products: all goods that are the subject of the agreement.

Website: <https://www.dutchchems.com/>.

Article 2: Applicability

2.1 These general terms and conditions apply to all offers, agreements, and deliveries of Dutchchems unless expressly agreed otherwise in writing.

2.2 Any deviations from these general terms and conditions are only valid if expressly agreed upon in writing.

Article 3: Prices and payment

3.1 The prices on the website include VAT and exclude any shipping costs.

3.2 Payment must be made in a manner indicated by Dutchchems and within a period set by Dutchchems.

Article 4: Delivery

4.1 Dutchchems aims to deliver the ordered products as soon as possible but is not liable for delays in delivery.

4.2 The customer must report any incorrectly delivered or damaged product within 48 hours of receipt to Dutchchems.

Article 5: Return policy

5.1 The customer has the right to dissolve the agreement without giving reasons within 14 days after receiving the products and return the products, provided they are unused, undamaged, and in the original packaging.

5.2 Excluded from return are:

- a) Products with a broken seal, if any;
- b) Products with opened sterile packaging;
- c) Products damaged by the consumer;
- d) Products that fall under the limited quantities according to the ADR.

Article 6: Reviews and Q&A

6.1 By placing an order, the customer gives Dutchchems permission to send an email request to leave a review about the ordered product.

6.2 The customer grants Dutchchems permission to be informed by email about answered questions that the customer has asked in the Q&A section on the website.

Article 7: Liability

7.1 Dutchchems' liability for direct or indirect damage is limited to the purchase price of the relevant product unless there is intent or gross negligence on the part of Dutchchems.

7.2 Dutchchems is not liable for damage resulting from incorrect, unprofessional, or careless use of the delivered products by the customer.

Article 8: Intellectual property

8.1 The customer acknowledges that all intellectual property rights relating to the website, including but not limited to copyrights, trademark rights, and database rights, rest with Dutchchems or its licensors.

Article 9: Privacy

9.1 Dutchchems processes the customer's personal data in accordance with the applicable laws and regulations on privacy and data protection. The customer is requested to consult the privacy policy on the website for more information on the processing of personal data.

Article 10: Applicable law and disputes

10.1 Dutch law applies to all legal relationships between Dutchchems and the customer.

10.2 Disputes between Dutchchems and the customer will initially be submitted to the competent court in the Netherlands.

Article 11: Changes to the general terms and conditions

11.1 Dutchchems reserves the right to change these general terms and conditions. The amended conditions apply to all new agreements and to all ongoing agreements from the moment the change has been communicated to the customer.

Article 12: Other provisions

12.1 If a provision of these general terms and conditions proves to be void, invalid or unenforceable, this does not affect the validity of the remaining provisions. In that case, the parties will establish a new provision to replace the void, invalid or unenforceable provision, taking into account the purpose and intent of the original provision as much as possible.

Article 13: Complaints procedure

13.1 If the customer has a complaint about the products or services delivered by Dutchchems, the customer must report this in writing or by email to Dutchchems within a reasonable period after the complaint has arisen.

13.2 Dutchchems will respond substantively to the complaint within 14 days of receiving the complaint and, if possible, offer a solution. If it is not possible to respond substantively within this

period, Dutchchems will inform the customer and provide an indication of the period within which a substantive response can be expected.

13.3 If the complaint cannot be resolved by mutual agreement, the customer can turn to the competent dispute resolution authority.

Article 14: Additional provisions

14.1 Additional and/or deviating provisions of these general terms and conditions may not be to the detriment of the customer and must be recorded in writing and signed by both parties.

14.2 If Dutchchems has allowed deviations from these general terms and conditions for a short or longer period, whether or not tacitly, this does not affect its right to demand immediate and strict compliance with these conditions. The customer cannot claim any rights based on the fact that Dutchchems applies these general terms and conditions flexibly.

Article 15: Final provision

15.1 These general terms and conditions have been drawn up in the English language. In case of a dispute about the content or interpretation of these general terms and conditions, the English text shall be binding.

Article 16: Contact information

16.1 For questions, comments, complaints or other communication regarding the products, services, website or these general terms and conditions, the customer can contact Dutchchems using the following contact details:

Dutchchems

Klokjeslaan 95

Maarssen, the Netherlands

Chamber of Commerce number: 69590591

Email: contact@dutchchems.com

Phone number: +31(0) 30 369 02 15

These general terms and conditions were last updated on April 7, 2023.

Dutchchems reserves the right to change the general terms and conditions and other information on the website at any time without prior notice. It is the customer's responsibility to regularly consult the general terms and conditions and other information on the website to stay informed of any changes. Using the website and placing orders with Dutchchems after such changes implies that the customer agrees to the amended general terms and conditions and other information on the website.