



**General Terms and Conditions
Webshop Refil B.V.**

November 2015

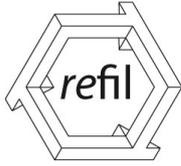


Contents

1. Definitions
2. Identity Refil and contact details
3. Relevance
4. The offer
5. Distance agreement
6. Right of withdrawal
7. Withdrawal costs
8. Exclusion right of withdrawal
9. Pricing
10. Conformity and guarantees
11. Delivery and execution
12. Length transactions: duration, termination and extension
13. Payments
14. Processing personal data
15. Complaints
16. Liability
17. Disputes

1. Definitions

- 1.1. **Refil**: the private limited liability company (“besloten vennootschap”) Refil B.V., having its registered office in Rotterdam (1e Middellandstraat nr. 103, 3021 BD) and registered with the Chamber of Commerce as number 64035034), also trading as Better Future Factory (B.V.), or its affiliates.
- 1.2. **Consideration period**: the term during which the Consumer can execute the Right of withdrawal.
- 1.3. **Consumer**: the natural person not dealing on behalf of a company or profession and who enters into a Distance agreement with Refil.
- 1.4. **Day**: calendar day.
- 1.5. **Distance agreement**: an agreement based on a corporate organized system of distance sales of Products and Services including the closing of an agreement using one or more Techniques of distant communication.
- 1.6. **Durable medium**: any instrument which enables the recipient or Refil to store information addressed personally to them in a way accessible to future reference for a period of time adequate to the purpose of the information and which allows the unchanged reproduction of the information stored.
- 1.7. **General terms/conditions**: these general conditions and terms as used by Refil.
- 1.8. **Length transaction**: a Distance Agreement related to a series of Products and Services of which the delivery obligation and the purchasing are spread over a period of time.



- 1.9. **Model withdrawal form:** the form that Refil makes available and that a Consumer can fill if he wants to use his Right of withdrawal.
- 1.10. **Offer:** an Offer of Refil to the Consumer within the meaning of the Dutch Civil Code.
- 1.11. **Personal data:** any information relating to an identified or identifiable natural person.
- 1.12. **Products:** all goods and property rights within the meaning of Article 3:1 Dutch Civil Code that Refil provides and/or supplies.
- 1.13. **Right of withdrawal:** the possibility for the Consumer to terminate the distance agreement within the Consideration period.
- 1.14. **Services:** by the Customer to Refil commissioned performances, not consisting of the delivery of Products.
- 1.15. **Technique of distant communication:** a means that can be used to close an agreement without the Consumer and Refil have gathered together in the same place and at the same time.

2. Identity Refil and contact details

2.1. Refil B.V.

1e Middellandstraat 103, 3021 BD Rotterdam, Nederland

Telephone number: +31 (0)6 83 84 01 07 (contact us on weekdays between 09:00-18:00 uur)

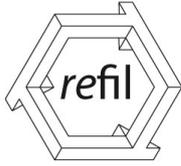
Email: info@refil.nl

Chamber of Commerce number: 64035034

VAT identification number: NL855495534B01

3. Relevance

- 3.1. These General terms/conditions apply to any Offer of Refil and to every finalized Distance agreement between Refil and Consumer.
- 3.2. Before the Distance agreement is concluded, the text of the General terms/conditions is being made available to the Consumer. If this is reasonably not possible before the Distance agreement is concluded, it will be indicated that the General terms/conditions can be seen at Refil and on request of the Consumer these General terms/conditions shall be sent to the Consumer as soon as possible without extra costs.
- 3.3. If the Distance agreement is concluded electronically, notwithstanding the previous article and before the Distance agreement is concluded, the text of the General terms/conditions can be made available electronically to the Consumer in such a way that the text can be saved in a simple way on a Durable medium. If this is reasonably not possible before the Distance agreement is concluded it, will be indicated where the Consumer can find the General terms/conditions electronically and that these General terms/conditions at the Consumer's request will be sent electronically or otherwise to the Consumer without extra cost.
- 3.4. If (according to the competent court) one or more provisions of a Distant agreement (including these General terms/conditions) are void, voidable, invalid, do not appear to be feasible or otherwise lose their validity, the remaining provisions of these General terms/conditions remain in force if possible, to the



extent consistent with the intent of the General terms/conditions. On provisions that have lost their validity on any of the grounds listed above, parties will have consultations in order to make an alternative arrangement whereby the meanings of these General terms/conditions remain as much as possible.

- 3.5. Situations that are not governed by these General terms/conditions should be assessed 'in the spirit' of these General terms/conditions. Also uncertainties regarding the interpretation or content of one or more provisions of these General terms/conditions should be interpreted 'in the spirit' of these General terms/conditions.

4. The Offer

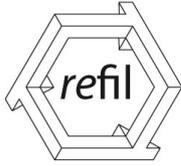
- 4.1. If an Offer has a limited validity or has other specifications, this will be emphatically mentioned.
- 4.2. The Offer is without obligation. Refil is entitled to change and adapt the Offer.
- 4.3. The description of the Offer is sufficiently detailed to allow a proper assessment of the Offer by the Consumer. The images used by Refil are true representations of the Products and Services. Obvious mistakes and errors do not bind Refil.
- 4.4. All drawings, specifications and data in the Offering are indicative and may not lead to compensation of damages or disbandment of the Distance agreement. Images on Products are a true representation of the Offered Products. Refil can not guarantee that the colors displayed exactly match the actual colors of the Products.
- 4.5. In accordance with current legislation, any Offer contains such information that it is clear to the Consumer what rights and obligations are attached to the acceptance of the Offer.

5. Distance agreement

- 5.1. The Distance agreement is finalized, subject to the provisions in paragraph 4, at the moment the Consumer accepts the Offer and meets the corresponding conditions.
- 5.2. If the Consumer has accepted the Offer electronically, Refil immediately confirms electronically that he has received the acceptance of the Offer. As long as Refil has not confirmed the acceptance, the Consumer can terminate the Distance agreement.
- 5.3. Within the legal framework, Refil can notify or check if the Consumer can meet the payment obligations, and also check all important facts and factors which are needed to close a responsible Distance agreement. If, based on research, Refil has good reasons not to conclude the Distance agreement, then Refil is entitled to refuse an order/request or he can set special conditions to the execution of the Offer.
- 5.4. Each Offer is made and any Distance agreement is entered into under the conditions precedent of sufficient availability of the Products.

6. Right of withdrawal

- 6.1. After purchasing Products the Consumer has the possibility to disband the agreement without giving reasons during 14 Days. The Consideration period starts on the Day after the Consumer receives the Product or a pre-designated representative made known to Refil by the Consumer.



- 6.2. During the Consideration period the Consumer shall treat the Product and the package carefully. He shall unpack or use the Product only to the minimal extent that is necessary to judge if he wishes to keep the Product. If he wants to execute the Right of withdrawal, he shall return the Product with all accessories and - if reasonably possible - in the original conditioning and packaging to Refil, in accordance with the provided reasonable and clear instructions of Refil.
- 6.3. If the Consumer wishes to use his Right of withdrawal, he shall inform Refil within 14 Days after receipt of the Product. He will use the Model withdrawal form that Refil will provide. Once the Consumer has expressed his wish to make use of his Right of withdrawal, the Consumer shall return the Product within 14 Days. The Consumer must prove that the goods are returned on time, for example through a proof of postage.
- 6.4. If the Consumer has not expressed his wish to make use of his Right of withdrawal or the Product has not returned to Refil within the aforementioned time limits, the Consumer loses his Right of withdrawal.

7. Withdrawal costs

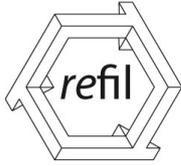
- 7.1. If the Consumer exercises his Right of withdrawal, he will be accounted for the costs of return. If the Products may not be returned by regular mail, it can affect the amount of shipping costs. Rates are available through i.a. <http://www.postnl.nl/versturen/pakket-versturen/tarieven/>.
- 7.2. If the Consumer has made a payment, Refil shall pay back this amount as soon as possible but no later than within 14 Days after the withdrawal or after the return shipment. This can only happen on the condition that the Products have been returned to Refil or conclusive evidence of complete return can be submitted.

8. Exclusion Right of withdrawal

- 8.1. Refil can exclude the Right of withdrawal of the Consumer for as far as foreseen in paragraph 2 and 3.
- 8.2. Exclusion of the Right of withdrawal is only possible for Products:
 - a. Which are established by Refil according to specifications of the Consumer;
 - b. That are clearly personal in nature;
 - c. Which cannot be returned because of their nature;
 - d. That can spoil or age quickly;
 - e. Whose price is bound to fluctuation on the financial market which Refil has no influence.
- 8.3. Exclusion of the Right of withdrawal is possible for Services whose delivery has begun with the express consent of the Consumer before the Consideration period has expired.

9. Pricing

- 9.1. During the validity period mentioned in the Offer, the prices of the Offered Products and Services shall not be raised save for price changes due to changing VAT rates.
- 9.2. Notwithstanding the previous paragraph, Refil can Offer Products and Services with variable prices when these prices are subject to fluctuations on the financial market



and where Refil has no influence. This bondage to fluctuations and the fact that the mentioned prices are target prices will be mentioned with the Offer.

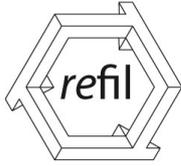
- 9.3. Price increases within 3 months after the conclusion of the Distance agreement are only permitted if they are the result of legal regulations or provisions.
- 9.4. Price increases from 3 months after the conclusion of the agreement are only permitted if Refil has stipulated this and:
 - a. These are the result of legal regulations or provisions; or
 - b. The Consumer has the competence to terminate the agreement from the Day the price increase takes effect.
- 9.5. The in the Offer mentioned prices include VAT.
- 9.6. Prices may contain typographical errors and misprints. Refil is not obliged to deliver the Product according to the incorrect price.

10. Conformity and Guarantees

- 10.1. A guarantee provided by Refil, manufacturer or importer does nothing to alter the rights and claims which the Consumer under the Distance agreement can put forward against Refil.
- 10.2. Any defects or wrongly delivered Products have to be reported to Refil (in writing) within 14 Days after delivery. Return of Products must be made in accordance with article 6.2 of these General terms/conditions.
- 10.3. Refil in no way guarantees that the Products are fit for the purpose as employed by the Customer or any third party. Refil does not guarantee that the Products do not contain substances harmful to health. Refil can not guarantee that the colors displayed exactly match the actual colors of the Products. Refil can not guarantee that the colors of the Products are always consistent and exactly matching. The Customer is at all times responsible for the use of the Products and the consequences thereof. The Customer shall follow any (safety) instructions provided by Refil.
- 10.4. The guarantee does not apply if:
 - a. Consumer has repaired and/or modified the delivered Products himself or has had a third party to repair and/or modify the Products;
 - b. Products have been exposed to abnormal conditions or otherwise careless handling or contrary to the instructions of Refil and/or instructions on the packaging;
 - c. Products were defective in whole or in part as the result of regulations that the government has made or will make regarding the nature or quality of the materials used.

11. Delivery and Execution

- 11.1. Refil shall observe in utmost care the reception and execution of orders of Products and when assessing applications for Services.
- 11.2. The address that has been made known by the Consumer to Refil is considered to be the place of delivery.
- 11.3. Taking into account what is stated in article 4 of the General terms/conditions, Refil shall execute the accepted orders expeditiously but not later than within 30 Days unless a longer period has been agreed. If the delivery is delayed or if a delivery



cannot or partially be executed, the Consumer is notified about this no later than 30 Days after he placed the order. In that case the Consumer has the right to terminate the agreement without any further costs and he is entitled to compensation.

- 11.4. In the event of termination in accordance with the previous paragraph, Refil shall pay back the amount that the Consumer has paid as soon as possible but no later than 30 Days after the termination.
- 11.5. If the delivery of an ordered Product appears to be impossible, Refil shall strive to make available a replacement Product. At least before the delivery it will be mentioned in a clear and understandable manner that a replacement Product will be delivered. The Right of withdrawal cannot be ruled out with regard to replacement Products. The costs of a possible return shipment come at the expense of Refil.
- 11.6. The risks of damage and/or loss of Products rest with Refil until the moment of delivery at the Consumer or a pre-designated representative who is announced to Refil, unless otherwise expressly agreed.

12. Length transactions: termination, extension and duration

Termination

- 12.1. At any time, the Consumer can terminate an agreement which has been entered for an indefinite period and which extends to regular delivery of Products and Services respecting the applicable termination rules of a notice of not more than one month.
- 12.2. At any time, the Consumer can terminate an agreement entered for a definite period and which extends to regular delivery of Products or Service at the end of the definite period respecting the applicable termination rules of a notice of not more than one month.
- 12.3. In the agreements mentioned in the previous paragraph, the Consumer can:
 - a. at all times terminate, with no restrictions to terminate at a certain time or during a certain period;
 - b. at least terminate in the same manner as they are entered into by him;
 - c. at all times terminate with the same notice as Refil has obtained for himself.

Extension

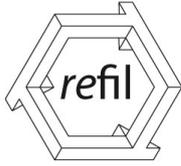
- 12.4. An agreement which has been entered for a definite time and which extends to a regular delivery of Products or Services may not automatically be extended or renewed for a fixed duration.

Duration

- 12.5. If an agreement has a duration period of more than one year, the Consumer may after one year terminate at any time with a notice period of not more than one month, unless reasonableness and fairness are opposed against termination before the end of the agreed duration.

13. Payments

- 13.1. Unless otherwise agreed, the amounts due have to be met by the Consumer within 7 working days after entering the Consideration period referred to in article 6, paragraph 1. In case of a Distance agreement to provide a Service, the cooling off period starts after the Consumer has received the confirmation of the Distance agreement.



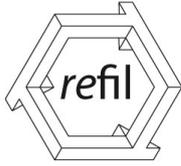
- 13.2. The Consumer has the duty to notify Refil about inaccuracies in the payment details.
- 13.3. In case of default by the Consumer, Refil has, subject to legal restrictions, the right to charge the reasonable costs which are made known to the Consumer in advance.

14. Processing Personal data

- 14.1. When processing Personal data, Refil takes into account the rules laid down in the General Data Protection Regulation.
- 14.2. Refil will only process the following Personal data:
- a. The data for the order(s) of the Consumer;
 - b. The Consumer's name and address;
 - c. The Consumer's contact details;
 - d. The Consumer's banking data;
 - e. the IP address of the computer that was used to place the order.
- 14.3. Refil only processes Personal data that are necessary:
- a. In the context of the execution of the Distance agreement between Refil and the Consumer;
 - b. Considering the handling of the Right of withdrawal or any warranty or claim by Consumer; or
 - c. As far as the General Data Protection Regulation provides another basis for the processing of the data.
- 14.4. The Consumer has the right to get an overview of the Personal data as processed by Refil. Furthermore, the Consumer has the right to request correction or addition of his Personal data. The Consumer may in some cases request to have Personal data removed or shielded off, but only if the Personal data are not required for any of the purposes mentioned in article 14.3 of these General terms/conditions. If the Consumer objects to the processing of certain Personal data, the Consumer has the right to oppose this. Refil will always follow the procedures of the General Data Protection Regulation.
- 14.5. Personal data as mentioned in paragraph 2 of this article may be passed on to the supplier of the Products or Services, when it is necessary to safeguard one of the other goals mentioned in paragraph 3. Refil does not give on Personal data to other third parties without prior notice being given to the Consumer.
- 14.6. Refil will take appropriate technical and organizational measures to protect the electronic data transfer and will ensure a safe web environment. If the Consumer can pay electronically, Refil will observe the necessary security measures.

15. Complaints

- 15.1. Complaints about the performance of the Distance agreement must be submitted to Refil within 14 Days after the Consumer has ascertained the defects.
- 15.2. The complaints submitted to Refil will be answered within a period of 14 Days from the Day of receipt. If a complaint has a foreseeable longer processing time, Refil will answer within 14 Days an acknowledgement and an indication when the Consumer will receive a more detailed answer.
- 15.3. A complaint does not suspend the obligations of Refil or the Consumer, unless agreed otherwise.



16. Liability

- 16.1. Neither Refil nor the Customer limit or exclude any liability to each other that cannot be excluded by law.
- 16.2. As far as the Product Liability Directive permits, the liability of Refil to the Customer is always limited to what is provided in these conditions. Except for any event that falls within the scope of the Product Liability Directive, Refil is not liable for any special, indirect or consequential damage of the Customer or third parties, including lost profits, income or revenue, loss of goodwill or damage to reputation, environmental or health damage, loss of use of any product, damage to any product, device, system or network, or loss of data.
- 16.3. The Customer is obliged to provide the product information, operating and safety instructions, Safety Data Sheets and other obligations under Regulation 1907/2006 and Directive 2011/65, disclaimers and other information provided by Refil to third parties that purchase the Products from the Customer. The Customer indemnifies Refil against all costs and damage resulting from non-compliance with this obligation.

17. Disputes

- 17.1. Dutch law exclusively applies to Distance agreements between Refil and the Consumer on which these General terms/conditions apply. This also applies if the Consumer is domiciled abroad.
- 17.2. The United Nations Convention on Contracts for the International Sale of Goods (CISG; the Vienna Convention) does not apply.