

## GENERAL Terms

Gouda-Original is a brandname of Gouda Original registered with the Chamber of Commerce at Rotterdam under number 27368950, located van Goghlaan 59, 2661 SC, Bergschenhoek, The Netherlands.

Gouda-Original hereinafter to be called "Seller"

### Article 1: Applicable Terms

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These general terms and conditions are applicable to all agreements with the seller, whether it concerns the supply of articles or the provision of services. By ordering you indicate to accept the general terms and conditions.

### Article 2: Order and closing the agreement

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All offers made by seller are made informal and are made by publication on the website.

Displayed Photo's can deviate from the offered products.

Seller is never obliged to make an offer as a result of

Printing or programming mistakes on catalog's, mailings or websites

The agreement is only effective when the seller sends the buyer a delivery confirmation (by e-mail). An order confirmation will be dispatched by Seller upon receipt of a completed order form buyer.

Buyer can send the order through electronic transmission on the website.

An order is void if seller is unable to determine the buyer's unique address.

An Order is a purchase-to-distance established under Article 7:46 paragraph a through j of the Dutch Civil Code.

In individual cases, seller can decide to refuse orders, or demand additional conditions prior to delivery. Seller is in no way obliged to justify any order refusal.

### Article 3. Prices and payments

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All prices are expressed in dollar (\$) and includes all taxes (VAT).

However, used items and margin items covered by the margin scheme are not subject to VAT or any other tax.

If the web site or the order shows an incorrect price, seller is entitled to charge the correct prize.

Payment can be done, where applicable, through Ideal, bank transfer, Paypal or a credit card. When paying by bank, the date of payment is the date of crediting the account of seller.

### Article 4. Supply and delivery costs

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On the website listed delivery lead times are indicative and determined on the basis of stocks, and order lead times in the Netherlands.

A listed delivery lead time is never a fixed or agreed lead time.

If Seller, for whatever reason, can not deliver the goods, then the buyer will be informed as soon as possible and given the opportunity to perish the agreement free of charge. Payments already received from buyer, will be refunded within 14 days after dissolving the agreement.

Buyer receives an invoice upon delivery of the ordered items.  
The seller will charge shipping costs as stated on the website.

If the buyer has been moved and has not informed the seller, then shipment and delivery will be made to the last known address by seller

Seller is not liable for any damage suffered by the purchaser if the shipment and delivery to the legitimate address of the buyer was not possible.

#### Article 5. Failure - Returns

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Buyer is only entitled to return the products within seven days of actual delivery if the products are in original condition and after consultation with Seller.

The shipping costs of the return shipment is chargeable to the buyer

The product will be replaced. If this is not possible seller will refund the money to buyer minus shipping and administration costs (5\$).

Money will be refunded within fourteen days after receipt of the returned goods.

After a period of seven days the buyer can not return the goods anymore.

Food can never be returned. When the buyer does not accept the shipment or if the buyer fails to pick up a shipment from a designated collection point of the carrier, seller is not liable for any food spoilage.

The syrupwaffles are daily fresh and at roomtemperature maintainable about 3 to 4 weeks and in the fridge about 6 weeks. After this period the taste and structure of the syrupwaffle will become less. If something is wrong by delivery of the syrupwaffle it must report within 24 hours bij seller. After this period seller is not liable anymore.

#### Article 6. Insured shipment

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If you choose for the option insured shipping (1.50 euro) in the Netherlands than the risk of loss or damage to your order is on behalf of the seller to a maximum of € 500, -.

You do not have to solve any dispute with our carrier DHL.

We are consulting with our international carrier (TNT) about the insurance of international shipments.

Currently international shipments can not be insured.

#### Article 7. Liability

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Seller is only liable for damage suffered by the Buyer if Seller is attributable to this damage or under the mandatory provision of law is for risk of seller.

Seller is not liable for the consequences of incorrect or incomplete information in its catalogs, mailings or on the website.

If the Seller attributable fails to fulfil its obligations towards Buyer, the Seller shall be liable to the purchaser for reimbursement of damage suffered by the buyer.

Seller is only liable for direct damage, which only means:

1. damage, directly inflicted on material things;
2. reasonable and demonstrable costs incurred to establish the cause and extent of the damage so far relating to the direct damage as referred to here;
3. reasonable and demonstrable costs incurred by buyer to prevent or limit direct damage as referred to here.

The direct damage as referred to above is reimbursable up to the amount of the purchase price of the articles or, if it concerns the delivery of services, up to the maximum value of this service.

Any other damage than described above is not reimbursed by seller.

This means that in no case consequential damages such as lost profits or loss of revenue, non-material damage and damage other than pure wealth damage will be reimbursed if different than mentioned under 2. and 3.

Seller is not liable for any damages if it is caused by a deficiency arising from force majeure. Force majeure is present if the deficiency is the results of circumstances outside the control of Seller.

These circumstances in each case means:

- War or similar situations;
- Riot, sabotage, boycotts, strikes, occupation, blockade;
- Disease of the seller or vendor staff;
- Failure of suppliers and / or transporters of seller;
- Measures taken by the government (including a foreign government) like a transport, import or production ban;
- Natural disasters, bad weather, lightning, fire, explosion and discharge of hazardous substances and gases.

Seller is not liable for any damage discovered by the buyer later than 7 calendar days upon receipt of the goods and such damage not mentioned to seller in writing.

The buyer is not allowed to compensate any alleged claim for damages with any amount that buyer is obliged to pay to seller under any agreement between the buyer and seller.

Natural or legal persons who are employed by Seller, or belong to the group of the seller including third parties

Hired by the seller and who are called responsible by the buyer and claimed for damage compensation can also appeal

for the conditions in these general terms for delivery.

Without prejudice to the other and to its own rights, seller in case of force majeure has the right, after his own judgement, to suspend or terminate the execution of the agreement. Buyer shall be informed accordingly and in writing.

Seller is not held to any compensation, unless under the given circumstances and according the

standards of reasonableness and fairness would be unacceptable

#### Article 8. Privacy statement

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Seller shall comply with the (any) Law to protect the registration of personal data  
Buyers personal data will only be used for the processing and administration of the order. Buyers personal data will never be provided to any third party unless there are serious reasons to do so.

#### Article 9. Disputes

Seller has the right to lay any dispute before the competent court according to the law.

Parties will only appeal to the court after they have made the utmost efforts to solve and finalize the dispute during mutual consultations.

#### Article 10. Applicable law

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Each agreement between seller and buyer is subject to Dutch law.  
In the case of explanation of the content and scope of these "General terms of delivery, the Dutch text will always prevail.

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Original Gouda is a trademark of Gouda Original, van Goghlaan 59, 2661 SC Bergschenhoek chamber of commerce: 27368950, Fax +31 (6) 16365442, Rabobank 157307638, BIC RABONL2U, IBAN NL 84 RABO 0157307638