

Terms & Conditions by B+K
Amsterdam, January 2021

This page (together with the documents referred to on it) tells you the terms and conditions on which we will supply to you the products (Products) listed on our website www.bybk.nl (our site). Please read these terms and conditions carefully before ordering any Products from our site. You should understand that by ordering any of our Products, you agree to be bound by these terms and conditions. Please understand that if you refuse to accept these terms and conditions, you will not be able to order any Products from our site.

1. INFORMATION ABOUT US

1.1 We operate the website www.bybk.nl. We are by B+K vof, a company registered in the Netherlands. Our company registration number is 80066364 and our registered office is Bennebroekstraat 13A, 1058 LJ Amsterdam, the Netherlands.

2. YOUR STATUS

By placing an order through our site, you warrant that:

2.1 you are legally capable of entering into binding contracts; and

2.2 you are at least 18 years old;

2.3 you are resident in one of the Serviced Countries; and

2.4 you are accessing our site from that country.

3. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

3.1 After placing an order on our standard order form, you will receive an e-mail from us acknowledging that we have received your order. Your order has been accepted once your payment is received.

4. PRICE

4.1 The price of the Products and our delivery charges will be as quoted on our site, except in cases of obvious error.

4.2 Product prices include VAT.

4.3 Product prices and delivery charges are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a confirmation.

5. VOUCHERS AND GIFT CARDS

5.1 We may offer gift cards, discount promotions and other types of voucher (Voucher) which require activation by email or through the checkout of our website. If paid for, the Voucher is deemed to have been sold at the time of payment for it. All of these terms and conditions shall

become applicable as between us and the holder of the Voucher (Holder) when the Holder redeems the Voucher by applying.

5.2 A Voucher may only be used once by its Holder and may not be copied, reproduced, distributed or published either directly or indirectly in any form or stored in a data retrieval system without our prior written approval.

5.3 We reserve the right to withdraw or deactivate any Voucher (other than a paid-up gift card) for any reason at any time.

5.4 Vouchers may only be redeemed through the website www.bybk.nl and not through any other website or method of communication. To use your Voucher you will be required to enter its unique code at the online checkout and use of such code will be deemed to confirm your agreement to these terms and conditions and any special conditions attached to the Voucher.

5.5 Any discounts attached to Vouchers apply to the price of the Products ordered only and not to delivery charges, which will be chargeable at normal rates.

5.6 We reserve the right to exclude the use of voucher codes on specific Products.

6. PAYMENT

6.1 Payment for all Products must be by debit card or bank transfer.

6.2 In case in order is paid for by means of a bank transfer, MrStarsky will wait until the payment is received on their bank account in order to start production. The estimated delivery times, as indicated in the website of MrStarsky will commence on the day the payment will be received.

6.3 Invoices are only available digitally.

7. AVAILABILITY AND DELIVERY

7.1 Your order will be shipped within two business days following the receipt of your payment.

7.2 MrStarsky uses the services of PostNL and its partners to ship globally. Please note that our Product scheme currently does not cover the entire globe.

7.3 We charge delivery charges on basis of the shipment address - these charges cover a part of the total delivery costs.

7.4 You are responsible for filling in the correct delivery address details, either your own address or the address of delivery.

7.5 The person shipped to will be considered the importer for locations outside the Netherlands.

7.6 MrStarsky uses standard shipment terms - for detailed information we suggest you to contact PostNL or its partners.

7.7 The Products will be at your responsibility from the time the Product is delivered.

8. WARRANTY

We warrant to you that any Product purchased from us through our site will, on delivery, conform with its description, be of satisfactory quality, and be reasonably fit for all the purposes for which Products of that kind are commonly supplied.

9. OUR REFUNDS POLICY

9.1 Without any detailed information as to why, you may cancel your order free of any charge ultimately prior to 10.00am CET following your order placement.

9.2 Once your order is placed, you may amend your Product ultimately prior to 10.00am CET following your order placement.

9.3 You can return the products of by B+K within 30 days of order placement. Shipping costs for the return our for the client.

9.4 If you are unhappy with your Product for a legitimate reason such as the Product was damaged during transport or does not meet your and our quality standards, then you can contact us within 5 working days following the delivery of your order. An error or typo in the information that was given by you to generate your Product is explicitly not considered to be legitimate reason.

10. OUR LIABILITY

10.1 Subject to clause 12.2, if we fail to comply with these terms and conditions we shall only be liable to you for the purchase price of the Products.

10.2 Nothing in this agreement excludes or limits our liability for:

10.2.1 Death or personal injury caused by our negligence;

10.2.2 Fraud or fraudulent misrepresentation;

10.2.3 Any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

11. WRITTEN COMMUNICATIONS

11.1 Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

12. INTELLECTUAL PROPERTY RIGHTS

12.1 We are the owner of all intellectual property rights in our site, whether registered or unregistered, and in the material published on it, such as but not limited to the rights concerning our Product, any photography etc. These works are protected by copyright laws and all such rights are reserved.

12.2 You must not use any part of our copyright materials for commercial purposes without first obtaining a licence to do so from us.

12.3 If you post comments on the Products to any website, blog or social media network (Commentary) you must ensure that such Commentary represents your fairly-held opinions. By ordering a Product you irrevocably authorize us to quote from your Commentary on our site and in any advertising or social media outlets which we may create or contribute to. By B+K has no liability for any comments posted by you on any website, blog or any social media.

13. EVENTS OUTSIDE OUR CONTROL

13.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event).

13.2 Our performance is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations may be performed despite the Force Majeure Event.

14. SEVERABILITY

If any of these Terms and Conditions are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

15. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

15.1 We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

15.2 You will be subject to the policies and terms and conditions in force at the time that you order Products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you).

16. LAW AND JURISDICTION

Orders for the purchase of Products through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by Dutch law and - in case needed - disputed in Amsterdam.

Amsterdam, January 2021