

# General terms and conditions – Topkaas.com (Topcheese.eu)

## Article 1. Definitions

Topcheese.eu is a website of topkaas.com, established in Nijkerk, the Netherlands.

## Article 2. Applicability

1. These terms and conditions apply to any special offer, quotation, and agreement between topcheese.eu., and a Customer to which topcheese.eu has declared these terms and conditions to apply, insofar as parties have not expressly deviated from these terms and conditions in writing.
2. The terms and conditions under consideration also apply to agreements with topcheese.eu. for the implementation of which topcheese.eu is required to involve third parties.
3. These general terms and conditions were also written for the employees of topcheese.eu and its management.
4. Applicability of any purchasing or other terms and conditions of the Customer is explicitly rejected.
5. If these stipulations or several stipulations of these general terms and conditions should at any moment be partially or completely void, or be annulled, the remainder of these general terms and conditions will continue to apply. At such an event, topcheese.eu. and the Customer will enter into consultation in order to agree upon new stipulations to replace the stipulations that are void or annulled, which will be composed with the greatest possible regard for the objectives and tenor of the original stipulations.
6. If uncertainty exists with respect to the interpretation of these or several stipulation of these general terms and conditions, interpretation is required to occur in the spirit of these general terms and conditions.
7. If situations arise between parties which are not covered by these general terms and conditions, such situations should be assessed in the spirit of these general terms and conditions.
8. topcheese.eu does not continuously demand strict adherence to these general terms and conditions, this does not imply that the stipulations contained therein do not apply, or that topcheese.eu would in any way or to any extent lose its rights to require strict adherence to these terms and conditions in other cases.
9. topcheese.eu retains the right to amend the general terms of delivery and the content of its Internet site.

## Article 3. Special Offers and Quotations

1. All quotations and special offers topcheese.eu are free of engagement, unless a term of acceptance has been stated in the quotation. A quotation or special offer expires if the product to which the quotation or special offer refers has become unavailable in the meantime.
2. topcheese.eu cannot be held to its quotations or special offers if the Customer can be reasonably expected that quotations or special offers, or a part thereof, contains an evident error or a mistake in writing.
3. Prices included in a quotation or special offer include VAT, shipping, and administrative costs, unless indicated otherwise.

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4. If acceptance (either by the stipulations listed below or otherwise) deviates from the offer included in the quotation or special offer, topcheese.eu is not bound to it. In that case, the agreement will not arise in accordance with such deviant acceptance, unless topcheese.eu indicates otherwise.
5. Composite price quotations do not oblige topcheese.eu to perform part of the assignment at a proportional amount of the quoted price. Special offers or quotations do not automatically apply to future orders.
6. Special offers do not automatically apply to reorders.

### Article 4. Order Confirmation and Agreement

1. After topcheese.eu has received the order, topcheese.eu will confirm the order within 1 working day, except in cases where topcheese.eu cannot be reasonably expected to adhere to the agreement entered into with the customer.
2. As soon as topcheese.eu has received the order and payment has been confirmed, the order will be accepted and implemented by topcheese.eu within 2-4 working days. Should a product be (temporarily) non-deliverable, then the product will be replaced by an equivalent alternative. The customer will be notified of this by E-mail. Topcheese.eu reserves the right to not accept any specific payment received, thereby not confirming the order, for any reason whatsoever. Reasons may include, but are not limited to: product stock problems, problems on receiving an order, or problems at completing an order. However, other issues may also amount to rejection of an order.
3. The agreement contains any engagements between the customer and topcheese.eu and replaces any previous agreements, arrangements, and/or engagements between the customer and topcheese.eu.
4. Barring evidence to the contrary, administrative records of topcheese.eu constitute valid proof of assignments allocated and of payments made to topcheese.eu by the customer, and of deliveries performed by topcheese.eu acknowledges that electronic communication may serve as evidence. By accepting these General Terms and Conditions, the customer acknowledges this as well.

### Article 5. Prices

1. The total amount stated on the order confirmation is definitive, and includes prices of products ordered, their processing, packaging materials, and transport.
2. Minimum ordering amount is established at 15.00 EUR (shipping costs not included).
3. Within the EU, no customs levies or taxes are imposed on goods ordered.
4. Only by the explicit request of the customer will topcheese.eu send a separate invoice to an address submitted by the customer.
5. topcheese.eu is entitled to alter prices and to improve possible mistakes. If a customer will be injured by such actions, then the customer will be informed of this by E-mail, and the customer will be entitled to cancel the order within the next 2 days. Topcheese.eu cannot be held liable for any possible (printing) errors in its prices or terms and conditions.

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## Article 6. Delivery

1. On acceptance of an order, topcheese.eu. will pack the goods within 2 – 4 working days, and will submit them to either PostNL or DHL postal services, which will subsequently deliver the parcel at the address indicated by the customer.
2. Shipping times as stated on the invoice are indications; not warranties. Parcels may incur unexpected delays at the Postal services. Topcheese.eu does not have any control over this, and cannot be held liable for such delays. Any possible delays incurred at the customs of the designated country are at the customer's own risk.
3. Shipping time commences at the moment the parcel is submitted to PostNL or DHL.
4. If a parcel is not delivered within the stated time indication, no action will be taken for 4 weeks at minimum. The reason for this is that the delayed parcel may still be delivered within that period.
5. Surcharges are exclusively reimbursed if the customer is able to submit written proof of them.
6. For deliveries outside of the EU: any possible import tariffs for certain products are on account of the customer. The customer is required to be aware of import provisions in his/her country prior to ordering. Topcheese.eu has no control over this and cannot be held liable for it.
7. Any costs regarding delivery are on the account of the customer.
8. The customer is obliged to accept the goods purchased at the moment when these are made available to him, or handed over to him.
9. If the customer refuses to accept the goods, or is negligent in providing directions or the correct address, then the goods intended for delivery will be stored at the customer's own risk. Any possible additional costs for repeated deliveries or storage of these goods will be on customer's account.
10. topcheese.eu will in no way be held liable for decay or the passing of expiry dates of goods due to the customer's inability to collect them timely.
11. All parcels are insured. In case a parcel goes missing, topcheese.eu. is able to initiate an investigation at PostNL or DHL, respectively. If PostNL or DHL investigations indicate that the parcel has gone missing, the customer is entitled to reimbursement. Delays at Postal services do not entitle the customer to reimbursement.
12. If topcheese.eu requires personal details of the customer in order to adhere to the agreement, then delivery times commence after the customer has submitted these to topcheese.eu

## Article 7. Warranty

1. topcheese.eu warranties that all products delivered will have an unexpired ultimate selling date and BB (best before) date of at least 3 weeks at the date of shipping, unless explicitly stated otherwise (on special offers, for example). Topcheese.eu. will do its utmost to ensure goods ordered are treated with the greatest possible care, in order for them to meet the descriptions as provided on the website, and at the time the order was placed.
2. The above warranty applies for the duration of the usual shelf life period to be expected of the products, or as stated: best before where applicable.

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3. No warranty will be provided for goods of which it is evident that:

- a. They have been rendered useless by imprudent or improper use;
- b. The customer or third parties have altered the goods or have attempted to alter the goods, without Productsfromhome's knowledge or written approval;
- c. The goods have been used for purposes for which they were not intended.

### Article 8. Receipt

1. The Customer is required to inspect the delivery (or to have it inspected) immediately at the moment the items are made available to him, or at the moment the relevant services have been completed, respectively. In such inspections, the Customer is required to inspect whether quality and/or quantity of the delivery corresponds to what has been agreed upon, and meets the demands agreed upon by parties concerning the matter. Topcheese.eu is required to be notified of any possible defects within 48 hours of their discovery by E-mail, [info@topkaas.com](mailto:info@topkaas.com), stating the number listed on the packing note. The notification should contain a description of the defect that is as detailed as possible, in order to enable topcheese.eu to respond adequately. The Customer is required to enable topcheese.eu. to investigate a complaint, or to have it investigated.

2. topcheese.eu must be notified of any invisible defects within five days of their discovery, but at its very latest within the warranty period (the usual shelf life period of the product), observing the stipulations of the previous section of this article. After the warranty period has expired, topcheese.eu is entitled to charge any costs for replacement, including administration and shipping costs.

3. If the customer has timely filed a complaint with regard to the above article, he/she remains obliged to accept and pay for goods purchased. If the customer wishes to return the aforementioned goods, he/she is required to contact topcheese.eu on this subject. Goods can be returned exclusively after written approval of topcheese.eu, and only at customer's own expense.

### Article 9. Liability

1. In cases where topcheese.eu is liable, such liability will be limited to what is set out in these stipulations.

2. If goods delivered by topcheese.eu. are not in proper condition, liability of topcheese.eu is limited to what has been arranged in our terms and conditions under "warranties".

3. If the manufacturer of goods delivered is liable for consequential loss, liability of topcheese.eu. is limited to replacing these goods, or to reimbursement of the purchasing price.

4. The customer bears personal responsibility for his or her choice of products and their storage. Topcheese.eu is not liable if losses that have arisen are due to intent, fault and/or culpable action, or injudicious or improper use by the customer.

5. topcheese.eu. is not liable for losses of any kind, which have resulted from topcheese.eu using incorrect and/or incomplete data provided by the customer.

6. topcheese.eu. is only ever liable for direct losses.

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a. Direct losses include, and are limited to: Any reasonable costs incurred for determining the cause and the extent of such losses, insofar as such determination concerns losses in the sense of these terms and conditions;

b. any possible reasonable costs incurred in order to have the inadequate performance of topcheese.eu meet the agreement, insofar as such inadequacy can be attributed to topcheese.eu

c. Any reasonable costs incurred to prevent or limit losses, to the extent to which the Customer proves that such costs have led to reduction of direct loss as intended in these general terms and conditions.

7. topcheese.eu is never liable for indirect losses, including consequential loss, loss of profit, savings missed, and losses due to corporate and/or other kinds of stagnation. In case of consumer's purchases, these stipulations are limited to those allowed pursuant to article 7:24 section 2 BW (Dutch Civil Code).

8. In case topcheese.eu should be liable for loss of any kind, liability of topcheese.eu is limited to a maximum of three times the invoice value of the order; at any rate to that part of the order to which liability is related.

9. In any event, liability of topcheese.eu is limited to the amount paid out by its insurer as the occasion arises.

10. The limitations of liability included in this article do not apply if losses are due to intent of, or gross negligence by topcheese.eu or its managing subjects.

### Article 10. Transfer of Risk

1. Risk of loss or damage to products which are the subject of the agreement, is transferred to the customer at the moment such products are legally and/or actually delivered to the customer, thereby available to the customer or of third parties appointed by the customer.

### Article 11. Payment

1. No rights may be derived from erroneous prices and images.

2. Payment is required to occur in advance by either iDEAL or PayPal. Processing and shipment of goods ordered occur after payment by the customer.

3. No information will be forwarded to third parties, in accordance with the Dutch Privacy Act (Wet op de Persoonsregistratie).

### Article 12. Right to Termination of the Agreement

1. The customer is entitled to cancel the purchase without stating grounds for doing so during a period of 14 working days. Topcheese.eu must be notified of this in writing. Any costs incurred for returning the goods are on account of the customer.

2. The time for consideration mentioned above does not apply to goods that decay rapidly.

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3. The customer may only actually cancel the purchase without stating grounds for doing so if the relevant goods are in complete, undamaged, and unused condition, and in their original packaging.

### Article 13. Complaints

1. If goods ordered do not meet the expectations of the customer due to breakage, damage, or faulty delivery, the customer is required to inform topcheese.eu of this within 48 hours of receipt of the goods. If topcheese.eu. does not receive a complaint within the term stated above, all deliveries are assumed to match the order.

### Article 14. Intellectual Property

1. topcheese.eu. reserves all rights and competences belonging to it on grounds of the Dutch Copyright Act (Auteurswet), and any other laws and legislation on intellectual property.
2. topcheese.eu. is owner or licensee of all copyrights, database applications, brands, and any other intellectual property rights included in this website. Concept, structure, layout, and design are the exclusive property of topcheese.eu
3. Should the above matters be used by the customer, then this will be done only by him or her, and these will not be multiplied, published, or brought to the attention of third parties except by prior written approval of topcheese.eu

### Article 15. Indemnification

1. The customer indemnifies topcheese.eu against any possible claims by third parties who incur losses connected to the implementation of the agreement, the of which claims is attributable to others than topcheese.eu
2. Should topcheese.eu be held liable on that account by third parties, then the Customer is required to assist topcheese.eu both in legal and extrajudicial circumstances, and to immediately do all that may be expected of him on such an occasion. Should the customer fail to take adequate measures, then topcheese.eu is entitled to do so itself, without the need for proof of default. Any costs and losses incurred arising from such actions by topcheese.eu and third parties, are integrally at the Customer's own risk and account.

### Article 16. Force Majeure

1. Neither topcheese.eu., nor the customer, are held to meeting any of their obligations if they are prevented in doing so because of circumstances which cannot be attributed to fault, and cannot be accounted to them by force of law, a legal act, or notions held within regulations in force.
2. In addition to what is understood as such within law and jurisprudence, these General Terms and Conditions interpret as force majeure any external causes, foreseen or unforeseen, on which topcheese.eu can exert no influence, but because of which topcheese.eu is unable to meet its obligations.

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3. topcheese.eu is also entitled to appeal to force majeure if circumstances such as those described above take effect after topcheese.eu was to meet its obligations.

### **Article 17. Applicable Law and Disputes**

1. Dutch Law exclusively governs all legal relationships in which topcheese.eu is a party; even if a relationship is wholly or partially implemented abroad, or if the party involved in the legal relationship is a resident of a foreign nation. Applicability of the UN Convention on the International Sale of Goods is precluded.
2. Parties will first appeal to a court of Law, after having made their utmost efforts to settle a dispute by mutual agreement.

### **Article 18. Deposit and Amendment of Terms and Conditions**

1. These terms and conditions have been deposited at Kamer van Koophandel, the Netherlands.
2. The version deposited last is always applicable, and/or the version as it existed at the moment the legal relationship with topcheese.eu was entered into.
3. The Dutch version of these general terms and condition is decisive for its interpretation at all times.
4. The Dutch version of these General Terms and Condition prevails over its translated versions.