



## General Conditions

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### Article 1 General

1. MF Vacuum established in Leiden, The Netherlands
2. The Chamber of Commerce number of MF Vacuum: 74342932
3. The VAT number of MF Vacuum: NL002183722B36
4. MF Vacuum only does business with entrepreneurs who are registered as such. Sales to private individuals are prohibited.
5. Definitions:
  - A. Agreement: Acceptance of MF Vacuum's offer by the entrepreneur.
  - B. Seller: MF Vacuum.
  - C. Entrepreneur: is an entity that acts in the exercise of a profession or business and is identifiable as such, also referred to as a customer.
  - D. Used goods: MF Vacuum only sells second-hand goods that contain corresponding traces of use.
  - E. Product description: essential product properties, condition, possibly known details and possibly accompanying materials are included in the product description.
  - F. Functionality description: the purpose of the product is described, including the functionalities.
  - G. Sold as seen: Entrepreneur therefore buys the product as shown on the website or as presented in the material provided. This means that at least parts e and f are included. The provided materials serve to provide more detailed product information and shall supersede any potentially contradicting information presented on the website.
  - H. Traces of use: given the nature of the products, all goods contain traces of use, if there is excessive damage, this will be included in the product description and proportionally discounted in the price.
  - I. Reservation of ownership: MF Vacuum only supplies its goods with retention of title.

### Article 2 Applicability

1. The general terms and conditions apply to all:
  - a. Quotations
  - b. Complaints/reclamations
  - c. Closed agreements



- d. Performed acts and legal acts
  - e. Offers
  - f. Other acts on behalf of MF Vacuum
2. Entrepreneur has been able to view the general terms and conditions before placing his / her order.
  3. When the entrepreneur places an order, he / she also agrees to the general terms and conditions of MF Vacuum.
  4. The entrepreneur can easily view the general terms and conditions on our website at all times.
  5. MF Vacuum in principle rejects the general terms and conditions of other parties. However, the parties can mutually determine otherwise, this must always be recorded in writing.
  6. If a provision is unclear, MF Vacuum will interpret the provision as much as possible in the light of these general terms and conditions.
  7. Any invalidity of one or more of these provisions will not affect the general terms and conditions as a whole.

### **Article 3 Offer**

1. The offer contains a complete and accurate description of the product in question. In principle, prices are stated exclusive of VAT. Additional costs such as shipping costs, packaging costs, insurance costs, inspection costs, customs costs and other charges / costs are for the account of the customer.
2. If the offer is made through the site, the offer is in principle valid while stocks last.
3. If a customized offer has been submitted, it is in principle valid for 14 days.
4. When MF Vacuum makes an offer that has a limited period of validity or where specific conditions are applied, MF Vacuum will inform the entrepreneur of this in writing.
5. A composite offer does not oblige MF Vacuum to perform part of the assignment against a corresponding part of the stated price.
6. Offers and / or offers do not automatically apply to (a) future order (s).

### **Article 4 Agreement**

1. The agreement is established by an offer made by MF Vacuum and acceptance of the relevant offer by the entrepreneur.
2. MF Vacuum attaches great importance to the privacy of its customers, which is why MF Vacuum takes appropriate, technical and organizational measures to protect the data provided by the entrepreneur. For more information about data processing, see our privacy statement.
3. After concluding the agreement, MF Vacuum will proceed to the execution of the agreement within a reasonable time.



4. MF Vacuum makes data such as company address, VAT number, general terms and conditions, privacy statement and other relevant information available on its website.

### **Article 5 Fulfillment, withdrawal and return**

1. The right of withdrawal is explicitly excluded for entrepreneurs who do business with MF Vacuum.
2. Exchange of already purchased goods is not allowed.
3. MF Vacuum makes no guarantees on its second-hand goods.
4. Goods are delivered as described in the product description, functionality description and photos that are made available in principle via email by MF Vacuum.
5. If the entrepreneur is of the opinion that the goods delivered have not been delivered in accordance with paragraph 4, the entrepreneur must report this within 24 hours after receipt of the goods and provide additional evidence. MF Vacuum will then assess the documents which are sent and provide a response within a reasonable period of time. MF Vacuum can request additional documents.

### **Article 6 Amendment, dissolution and suspension**

1. If the entrepreneur wishes to change the agreement, this is only possible in consultation with MF Vacuum and the changes must always be recorded in writing.
2. The entrepreneur can dissolve an agreement - within the given Dutch legal frameworks.
3. If the agreement is dissolved in accordance with one of the legal provisions, the entrepreneur must pay compensation. The exact amount of the compensation must be assessed per individual case and will depend on the goods already delivered. The minimum compensation threshold is 15% of the sum agreed in the agreement.
4. It also applies to the entrepreneur that if correct or timely performance is not made, he will be in default without prior notice of default. The agreed term within which one must perform his performance is a strict deadline. As a result, MF Vacuum suspends its obligation to perform until the amount due has been paid.
5. If MF Vacuum proceeds to dissolution or suspension, he / she is in no way obliged to pay compensation for damage and costs on the part of the entrepreneur that may arise as a result of the suspension or dissolution.

### **Article 7 Prices**

1. Prices can be changed at any time.
2. Prices are in principle stated exclusive of VAT.
3. If there is an offer, the relevant offer is valid until the specified period,



during the specified period MF Vacuum will in principle not implement a price increase.

4. MF Vacuum can at all times decide to increase the prices of its products (see paragraph 1). These increases can also be implemented on existing agreements between MF Vacuum and the entrepreneur. With regard to the dissolution options, a business customer is entitled to terminate the agreement within 14 days after a price increase of at least 10% (on the sum agreed in the agreement).

### **Article 8 Payment, reminder & collection costs**

1. If a product is purchased through the website, the total sum must be paid immediately
2. When the entrepreneur accepts a customized offer, after acceptance of the offer, he/she is obliged to pay a deposit of 50% within 14 days after acceptance of the offer. Acceptance therefore should always be in writing.
3. The agreed amount between MF Vacuum and the entrepreneur must be made without any deduction or settlement in the manner described above. In the absence of payment within the aforementioned term, the entrepreneur is in default by operation of law. A claim is then made on the statutory interest from the due date until the full payment of the claim.
4. The remaining amount need to be paid within 14 days after delivery.
5. If the customer still remains in default after a reminder and payment is still not made, the extrajudicial collection costs will be charged on the basis of the decision on compensation for extrajudicial collection costs (in conjunction with Article 6: 96-4 BW). The determining factor here is whether the issue relates to an obligation to pay a sum of money arising from an agreement or whether it is an obligation regarding the payment of a sum of money that has been converted into an obligation to substitute damages (Article 6:87 BW). In principle, the amount is increased by the corresponding VAT rate.

### **Article 9 Delivery and Reservation of ownership**

1. When the entrepreneur places an order, he / she will in principle receive an order confirmation within 24 hours.
2. In principle, the goods can only be collected at the location designated by MF Vacuum.
3. If the entrepreneur wishes the goods to be delivered to his / her location, he / she will transport the goods independently and at his / her own expense and risk.
4. In principle, the goods are ready for collection within 7 days.
5. The risk of damage and / or loss of products rests with MF Vacuum until



the moment of actual delivery to the entrepreneur or the transport service designated in the entrepreneur's name at the collection location of MF Vacuum.

6. All goods delivered by MF Vacuum remain the property of MF Vacuum until the moment that the buyer has fully complied with all his payment obligations towards MF Vacuum under any agreement concluded with MF Vacuum for the delivery of goods or the performance of work or services. , including claims for failure to comply with such an agreement.
7. If the entrepreneur intends to resell the goods, the entrepreneur is responsible that the goods comply with the terms he and his buyer (parties) agreed to. Entrepreneur needs to facilitate the above by applying his own Terms & Conditions.

### **Article 10 Use of goods**

1. Goods must be used for what they are intended for, see the functionality description.
2. With regard to our goods, it should be noted that they are not intended to be operated by individuals without the necessary skill and care.
3. The entrepreneur is obliged to take appropriate and organizational measures in the context of paragraph 1 , if the entrepreneur fails to do so and damage occurs in this context, the entrepreneur acts at his/her own expense and risk.

### **Article 11 Intellectual property**

1. All intellectual property rights that have been created in the context of MF Vacuum's activities belong to MF Vacuum. This includes:
  - a. Documents
  - b. Inspirations
  - c. Offers
  - d. Preparatory materials
  - e. Reports
  - f. Drawings / models
  - g. Information from our website
  - h. Other intellectual creations
2. The texts, images, creative elements and company name are, in principle, the property of MF Vacuum, with the exception of documents supplied by third parties that are subject to valid intellectual property rights.

### **Article 12 Force majeure**

1. If performance has become impossible due to force majeure and this continues for a period of 30 days, the parties are entitled to dissolve the agreement. What has already been performed by MF Vacuum will be



- charged to the entrepreneur.
2. When the execution of the agreement will be temporarily halted, the entrepreneurs who have an interest in this information will be informed and a solution will be found between the parties.
  3. In addition to article 6, MF Vacuum can immediately terminate the agreement with the entrepreneur in whole or in part without notice of default and without judicial intervention. The cases in which MF Vacuum can make use of this authority are:
    - 3.1. When that entrepreneur has been granted a (provisional) moratorium.
    - 3.2. When it is suspected that the entrepreneur will not comply with the payment obligation.
    - 3.3. When an application for bankruptcy for an entrepreneur has been filed.
    - 3.4. When the entrepreneur improperly treats persons working at MF Vacuum in any way. This includes, for example, intimidation, discrimination, etc.
    - 3.5. When the entrepreneur infringes the rights of a third party.
    - 3.6. When the entrepreneur does not respond to any form of correspondence during 14 days with the exception of holidays passed on.
    - 3.7. When the entrepreneur handles MF Vacuum in an unreasonable manner.
  4. When the agreement is terminated on the part of MF Vacuum, the actions already performed (including administrative actions) will be charged to the entrepreneur, the performances already performed and the related payment obligation will not form part of the cancellation.

### **Article 13 Liability**

1. Should MF Vacuum be held liable, any liability is limited to compensation for direct damage with a maximum amount equal to the amount agreed in the relevant agreement. With the exception of services and / or products that are performed / delivered by third parties, this third party will be liable for what he / she has performed.
2. In addition to paragraph 1, the liability of MF Vacuum is, on any grounds whatsoever, limited to the amount that is paid out by MF Vacuum's business liability insurer in the case in question, plus the deductible that, according to the insurance policy is not borne by the insurer.
3. In the aforementioned paragraphs reference is made to direct damage. Direct damage should be understood as: damage that is strictly causally related to the advice given. Central to this is that the maximum amount of compensation is limited by the maximum amounts referred to in paragraph 2.
4. Any indirect liability with regard to the products offered is excluded, such



as consequential damage, lost savings, lost profit, reduced goodwill, damage due to business interruption, materials and software of third parties. Liability related to the mutilation, destruction or loss of items is also excluded.

5. If compliance by MF Vacuum is permanently impossible, liability with regard to an attributable shortcoming only arises if the entrepreneur gives MF Vacuum written notice of default, setting a reasonable term for the remediation for the shortcoming. The notice of default must contain a description of the shortcoming that is as complete and detailed as possible, so that MF Vacuum can respond properly.
6. The entrepreneur indemnifies MF Vacuum against all claims of goods delivered to MF Vacuum by third parties.

### **Article 14 Privacy**

MF Vacuum attaches great importance to your privacy, to give you an idea of how we handle your data, please refer to our privacy statement.

### **Article 15 Choice of law**

1. Dutch law applies to all services, products and (legal) acts.
2. The court in MF Vacuum's place of business has exclusive jurisdiction to heardisputes, unless the law prescribes otherwise.
3. The parties will only appeal to the courts after they have made every effortto settle a dispute in mutual consultation.

### **Article 16 Amendments to General Terms and Conditions**

The founder of MF Vacuum is at all times authorized to change or supplement the general terms and conditions, also for existing agreements. The entrepreneur will be informed of a relevant change to the general termsand conditions.

### **Article 17 Other provisions**

1. Announcements are subject to printing and typing errors, in case of doubt the entrepreneur must carry out further investigation. This can be done by simply contacting MF Vacuum
2. In the event of a conflict between the applicable general terms and conditions and (a) provision or provisions in the relevant agreement, the provision or provisions in the agreement will prevail.
3. In the event of a difference of opinion between entrepreneur and MF Vacuum, MF Vacuum will initially enter into consultation in order to arrive at a joint solution in this way.