

# General Terms and Conditions of Sales of Douche Sensation

## 1. Definitions

**Douche Sensation:** Douche Sensation, Sao Paulodreef 41, Utrecht, Chamber of Commerce and Industry under number: 18035613;  
**Quotation:** a quotation in every format from Douche Sensation to deliver a product and or service. The quotation includes a description of the product and the price of the product and or services offered;  
**Supplemental Services:** Douche Sensation services which the client can buy and which can be part of the agreement;  
**General terms and Conditions:** these general terms and conditions of sale of Douche Sensation, which will apply to the present and future offer, the supply and usage of the products and services by Douche Sensation.  
**Supplemental terms and conditions:** the terms and conditions which are supplemental to these general terms and conditions, which will apply to supplemental service;  
**Economic Life:** the expected life expectancy of a product under the normal usage circumstances.  
**Invoice:**

- the original invoice of Douche Sensation
- In specific cases Douche Sensation can decide also to accept as an invoice, a prove of payment by the customer, which also subscribes the product which have been bought, when it has been bought and at what price;

**Customer:** the natural or legal person who buys products and/or service from Douche Sensation or to whom Douche Sensation makes an agreement with, an offer and/ or price quotation;  
**Agreement:** the agreement to deliver products and or services to the customer.  
**Force Majeure:** All forces coming from outside, expected and non-expected, which are beyond the control of Douche Sensation, which prevents Douche Sensation to fulfil their obligations under the agreement.

## 2. General Terms and Conditions

- In entering into an agreement with Douche Sensation, the customer acknowledges that it/he/she has taken note \ and agrees to the applicability of these general terms and conditions.
- All agreements accepted by Douche Sensation or any of its subsidiaries or affiliates will be governed by these General terms and conditions, including orders placed by telephone which have not yet been confirmed, in writing and orders made by delivery of samples. An order placed with Douche Sensation is considered as accepted by Douche Sensation when Douche Sensation proceeds to fulfil that order, without written confirmation from Douche Sensation. By ordering any of Douche Sensation's products and/or services from Douche Sensation's website, a customer is bound by these terms and conditions.
- These Terms and Conditions supersede and replace all prior verbal or written price quotations and agreements between the parties and, unless specifically indicated otherwise therein, take precedence over all conflicting or inconsistent provisions of subsequent written agreements between the parties. No officer (other than the Managing Director of Douche Sensation), employee, agent or subcontractor of Douche Sensation has the authority to alter or waive any of these Terms and Conditions or to make any representation which conflicts with or purports to override any of these Terms and Conditions; and no such alteration, waiver or representation shall be binding upon Douche Sensation, unless it is in writing and signed by the Managing Director of Douche Sensation.
- Next to these general terms and conditions, additional terms and conditions, like for a special marketing promotion, during a certain period of time, may be applicable, but only when it is in writing and signed by the Managing Director of Douche Sensation. If there would be conflicting terms between the general terms and conditions and the additional terms and conditions, then the additional terms and conditions will supersede and replace the general terms and conditions.
- If a customer refers to its own general terms and conditions, then those terms and conditions of the customer will not be applicable, unless it is accepted in writing by Douche Sensation and signed by the Managing Director of Douche Sensation.
- If a term or a condition of these general terms and conditions is not accepted by law, the other terms and conditions remain applicable.

## 3. The agreement

- The agreement, is to come about once the customer has accepted the offer and has complied with the terms and conditions that apply.
- If the customer has accepted the offer via electronic means, then Douche Sensation will confirm the receipt of the acceptance of the offer via electronic means. The customer can dissolve the agreement so long as Douche Sensation has not yet confirmed the receipt of this acceptance.
- Due diligence may be subject of an agreement like in verifying the financial situation and behaviour of the customer. When the due diligence reveals any reasonable risk that Douche Sensation is not willing to take, the customer will be informed in writing, including an explanation, and Douche Sensation will have the right to restrict Douche Sensation's obligations to the customer, and to hold the customer responsible for the extra cost it may imply, when the agreement has to be cancelled.

## 4. Special Offers

- Special offers in brochures, advertising and quotations from Douche Sensation offer the customer an invitation to have an agreement with Douche Sensation. Douche Sensation is not bound by these special offers, unless it is in writing and confirmed by Douche Sensation. If in any case an offer, quotation or advertisement has to been seen as non-binding, Douche Sensation has at any time the right to revoke or modify this special offer.
- Special offers are only valid during a specified promotional period of time and while stocks last.
- The selling price is in Euro's and does not include any statutory disposal costs and is excluding any shipping or delivery costs.
- Obvious (writing) errors in price or product description, can always be corrected by Douche Sensation. If the customer however, on this basis, decides to cancel the order, then the customer may terminate this agreement within fourteen (14) days after Douche Sensation has expressed in writing, that there has been made an error by Douche Sensation and it will be modified.

## 5. Payments

- Douche Sensation has the right to send an invoice before delivery.
- The customer must pay the purchase price full prior to delivery.
- Insofar as not otherwise agreed upon, any amounts owed by the consumer are to be paid within 14 days, after the customer has received a confirmation of the agreement or an invoice.
- After the expiry date, i.e. more than 14 days, the customer is legally in default without further notice. In this case, Douche Sensation is entitled to charge administration costs of € 10 per month, excluding VAT, after the expiry date.

## 6. Quotations

- Unless otherwise agreed in writing, quotations can only remain open for a period of 7 days from the date of quotation by Douche Sensation and the Customer must place his order in writing within the said 7 day period.
- If offered a product or a part of a product from the range of Douche Sensation and it is no longer available, Douche Sensation reserves the right to remove the product or the relevant part of the quotation, or to provide an equivalent alternative. If the customer, based on this new situation, decides to cancel the order, the customer has the right to terminate the agreement.

## 7. Reservation

- The Customer may reserve a product. The reservation of a product is at no additional costs, but for some products, a deposit is required. If that is the case, this is explicitly reported to the Customer.
- If the Customer wishes to make a reservation, he/she can accomplish this by telephoning with Douche Sensation or send an E-mail to Douche Sensation. Douche Sensation informs the customer by telephone, e-mail or text message as soon as the reserved product is ready to be send to the customer, delivered or picked up.
- Douche Sensation reserves the right to refuse a reservation, without any explanation.
- Douche Sensation determines the order of extradition in case of reservations.

## 8. Retention

- Douche Sensation retain ownership in all goods delivered until these goods have been paid for in full and without conditions. If we also have other claims against the customer, then we also retain ownership in the goods delivered until these other claims have been paid. The customer may resell such goods of ours ("retention goods") in the normal course of business provided that the customer does not assign, pledge or otherwise encumber its claims arising from the resale.
- In the event of customer conduct that is contrary to contract, especially in the case of delay in payment or breach of an obligation under this particular provision of the contract, Douche Sensation is entitled to withdraw from the contract and demand surrender of the goods.
- In order to ascertain what our rights are in regard to retention goods, we may have all documents and books of the customer's which pertain to these goods inspected by a person who is subject by law to a professional obligation to maintain secrecy.

## 9. Delivery

- The address that the customer has provided to Douche Sensation will be considered the address of delivery.
- Douche Sensation will fulfil accepted orders with due speed yet not later than within 60 days, unless a longer term of delivery has been agreed upon. If the delivery is delayed, or of a delivery cannot be made, or only partially, then the consumer will be notified accordingly not later than 60 days after having placed the order. The customer will in that case have the right to dissolve the agreement free of charge and without any right to compensation for damages.
- The agreed or specified delivery date is not a deadline, it is always an approximate delivery date, unless otherwise agreed

- In writing, Douche Sensation informs the customer about the delivery date through its website, via email, telephone, in writing or in person, and it is all cases purely indicative.
- Douche Sensation is entitled to make partial deliveries.
- If a product is no longer available, the Customer will be informed by telephone or in writing. Douche Sensation is not held, in such a case, to provide the customer with a replacement product under the same conditions;
- Before the delivery of the products occurs, the customer must check the data on the invoice (name, address, postal code, address and phone number). If the information is incorrect, the customer must immediately contact Douche Sensation to change the data.
- Douche Sensation advises the customer upon delivery of the products to be checked immediately for accuracy, completeness and possible damage. In this way, Douche Sensation can, in case of incomplete or incorrect delivery, or in case of damage to the products, make arrangements to ensure a fast replacement of the delivery.
- Information, images, notices, advertisements, price listings, via the Internet, orally, by telephone, email or other communication with respect to all offers and the main features of the products are communicated as accurately as possible. Douche Sensation does not guarantee that all offers and products with the given information are accurate. Slight deviations may not qualify for compensation and / or (partial) dissolution.

## 10. Exchanges and Returns

- The Customer may exchange a product purchased from Douche Sensation for one or more other products or return to refund the purchase price within seven (7) days after the conclusion of the Agreement provided by the Customer to the following cumulative conditions:
  - The customer must provide simultaneous proof of payment;
  - The product must have been bought at Douche Sensation;
  - The product and all accessories thereto and their components must be unused, undamaged, and complete;
  - The product must be packaged as new in their original, undamaged packaging;
  - If a seal, this seal cannot be broken;
  - From cartridges, filters, parts and capsules, whether or not a product, the packaging must not be opened.
- Excluded from exchange and return are:
  - Hygienic products
  - Special for the customer ordered products;
- Also excluded from exchange and returns are from Douche Sensation purchased products that have undergone some change, in the broadest sense of the word, by the fault of the customer or third parties. If a dispute, Douche Sensation has the right to carry out an investigation by the supplier of the product without being held, prior to that research, to exchange or return that product.
- If at the time of the exchange no suitable alternative product is available, there is also always the possibility to exchange the product for a Douche Sensation issued voucher to the value of the purchase price.
- If the Customer cannot show a proof of payment as required under Article 10.1 under a, but to the rest of Article 10.1 conditions are met, Douche Sensation may feel free, out of courtesy, a reversal of the purchased product at Douche Sensation to exchange it for one or more other products or against a voucher (equivalent to the purchase price stated on the invoice), provided that in any case, the following conditions are met:
  - The product is at the date of return, included in the assortment of Douche Sensation;
  - A proof of payment is included in the administration of Douche Sensation.
- Gift or vouchers issued by Douche Sensation may not be redeemed for cash. For any residual amount after redemption of securities issued by Douche Sensation or gift voucher, the customer will receive a new gift or voucher. However, if the remaining amount is below an amount of 5 Euro will be paid in cash to the Customer.

## 11. Conformity and Warranty

- A manufacturer's warranty may be connected with Products bought from Douche Sensation by a Customer. The Customer will find information about this in or on the packaging of the Product in question;
- Douche Sensation does not furnish any (additional) warranty on the Products it supplies, but – even if a manufacturer's warranty applies as meant in article 11.1 – it will comply in full with the statutory obligations to which it is subject as a seller in relation to conformity of Products sold as meant in sections 7:17 and 7:18(2) of the Dutch Civil Code ("DCC") toward a Customer. In the event of non-conformity, Douche Sensation guarantees that it will provide for repair or replacement of the Product in question within a reasonable term, in accordance with the provisions in this respect in sections 7:21 and 7:22 DCC and provided the Customer meets his obligation to submit a complaint as stated in section 7:23 DCC. In the event of non-conformity, or if repair or replacement is not possible or cannot reasonably be required of Douche Sensation, or if Douche Sensation cannot provide for repair or replacement within a reasonable term and/or without serious inconvenience to the Customer, the Customer is authorized to terminate the agreement, either in full or in part, with due observance of the provisions in this respect in section 7:22(1)(a) DCC.

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- 11.3. A Customer may only claim a statutory warranty from Douche Sensation if the Product is bought from Douche Sensation;
- 11.4. The statutory period of guarantee commences when the Product is delivered, and the invoice serves as guarantee certificate;
- 11.5. Douche Sensation is entitled to make partial deliveries;
- 11.6. In the event of a defect in or to a Product that results from inexpert or improper use, dropping of the product, external contingencies in the broadest sense of the word, disassembly or de-installation, deliberate intent, gross negligence on the part of the Customer, the refill filter is filled with water or the refill filter packaging is opened, the Customer can in no case make a claim against Douche Sensation under the warranty;
- 11.7. If the Product is no longer available, the customer will be informed by telephone or in writing. Douche Sensation is not bound in such a case to provide the customer with a replacement product under conditions of equality;
- 11.8. If during the investigation conducted by Douche Sensation or by the manufacturer, it should prove that a defect in or to a product results from an improper or illegal installation of the parts and/or the cartouche and/or filter, the Customer cannot make a claim against Douche Sensation under the (statutory) warranty;
- 11.9. If during the investigation conducted by Douche Sensation or by the manufacturer, it should prove that a third party has attempted to repair the Product, the Customer cannot make a claim against Douche Sensation under the (statutory) warranty, except in a case as meant in section 7:21(6) DCC, unless Douche Sensation has given written advance permission to do so;
- 11.10. If the type or serial number of the Product has been removed or altered or is illegible, the Customer forfeits any and all claims under Douche Sensation's (statutory) warranty.
- 11.11. If a Customer makes a claim under the (statutory) warranty, he must cooperate with Douche Sensation to the extent necessary, inter alia by enabling Douche Sensation to conduct an investigation of the circumstances under which or in which the Product was used and the manner in which the Products were installed.

## 12. Defective Products

- 12.1. Defective products can be sent to Douche Sensation, but only if the product has been purchased from Douche Sensation;
- 12.2. When a defective product is not yet offered as specified in Article 12.1, Douche Sensation may / or does not give a statement whether the defect is due to non-conformity;
- 12.3. When the warranty of the product is rejected, despite the product is within the statutory warranty period of 6 months or any manufacturer's warranty is offered, Douche Sensation will support this rejection by a quotation.
- 12.4. If the customer feels entitled to a free repair after the statutory warranty period of 6 months or any manufacturer's warranty, then the customer must prove that the defect is due to the product, in normal use. Excluded are normal wear, this is always for the account of the customer.
- 12.5. If the defect is caused due to improper, incorrect or improper use, intent, gross negligence or external calamity, the sale cannot be dissolved by the customer.
- 12.6. If Douche Sensation has communicated, to the customer, motivated doubts about the customer's alleged non-compliance on delivery, Douche Sensation can suggest the customer to start an inquiry into the cause of the defect. In the event that this examination shows that there is no non-conformity, the customer has to pay the costs of this research.
- 12.7. In all those events where there is no non-conformity or repair under manufacturer's warranty, Douche Sensation will charge the costs of the repair to the client. In all those events where there is no non-conformity or repair under manufacturer's warranty and only if the customer indicates that the defective product have to be repaired by Douche Sensation, Douche Sensation will charge research fees to the customer;
- 12.8. If Douche Sensation intends to charge the research and / or repair costs by calculating in accordance with Article 12.6 and / or 12.7, the customer will be informed in advance about those research and repair costs. Only after agreement with the customer at the price specification, the repair will start. If the Customer does not agree with the estimated costs of repair, the product will only after payment of the examination fee be returned to the Customer.

## 13. Privacy

- 13.1. Douche Sensation collects and stores information about its customers in order to enable efficient delivery of the products, and services to its customers. It is our policy to take all necessary steps to ensure that all your personal information held by us is processed fairly and lawfully. Any personal information which we collect will be used solely for the purpose of providing our services. We will not sell, share, or rent personal information to any third party. If a customer wishes to see its personal data, or to correct them or to delete them, he/she can contact Douche Sensation via email, and Douche Sensation will provide the customer with the requested information.

## 14. Liability

- 14.1. The information on the website and/ or in presentations of Douche Sensation is intended to serve general information purposes only. No warranty can be given as the accuracy, completeness of the information on the website and/ or in presentations of Douche Sensation. Therefore no rights can be derived from the information on the website and/ or in presentations of Douche Sensation;
- 14.2. Douche Sensation does not represent or warrant that the website will be available and meet the requirements of the customer, that access will be un interrupted, that there will be no delays, failures, errors or omissions or loss of transmitted information, that no viruses or other contaminating destructive properties will be transmitted or that no damage will occur to your computer. It is the sole responsibility of the user to ensure that he/she has adequate protection and back up of data and equipment, as well as undertaking reasonable and appropriate precautions to scan for computer viruses or other destructive properties;
- 14.3. Douche Sensation is never liable for indirect damage, including consequential damage, loss of profit, loss of savings and damage due to business stoppage.
- 14.4. In any event, the liability on the part of Douche Sensation shall always be limited to a maximum of the invoice value of the purchased product, excluding VAT, which causes the relevant damage. In any event, the liability on the part of Douche Sensation shall always be limited to the amount of pay-out from its insurer for the relevant incident;
- 14.5. Any claim against Douche Sensation for compensation shall lapse after a period of 14 days, calculated from the time that the incident arose;
- 14.6. Douche Sensation shall not be liable for damage if the goods are treated or processed incorrectly, due to incorrect or improper use, dropping on the product, intent, gross negligence, normal wear and/or external contingencies/ calamities in the broadest sense of the word;
- 14.7. The customer shall indemnify Douche Sensation against liability towards third parties;
- 14.8. The customer is required to enable Douche Sensation, in the case claims are set, to perform an investigation, and if appropriate to use external experts. The customer is obliged to do everything possible in order to minimize damage.
- 14.9. Douche Sensation is always entitled to call suppliers and other parties involved in the claim, and to recover damages of the customer on those suppliers and other parties.

## 15. Force Majeure

- 15.1. Douche Sensation shall not be responsible or liable for any loss or damage incurred by Purchaser herein resulting from causes beyond the reasonable control of Douche Sensation including, but without limitation, acts of God, war, invasion, insurrection, riot, the order of any civil or military authority, fire, flood, weather, acts of the elements, delays in transportation, unavailability of equipment or materials, breakdown, sabotage, lock-outs, strikes or labour disputes, faulty castings or forgings, or the failure of Douche Sensation's suppliers to meet their delivery promises. The acceptance of delivery of the equipment by Purchaser shall constitute a waiver of all claims for loss or damage due to any delay whatsoever.

## 16. Miscellaneous

- 16.1. Dutch law shall apply to the relationship/agreement and to the legal relationships arising (in)directly therefrom between Douche Sensation and the customer, contracting party and/or other contracting parties. The effect of any international treaty concerning the purchase of moveable goods, whose effect may be ruled out between the Parties, shall not apply and is hereby expressly ruled out.
- 16.2. All disputes arising from an Agreement concluded with Douche Sensation shall be adjudicated exclusively by the competent court in the district of Utrecht in The Netherlands.