

Article 1- Definitions.

In these general conditions the following definitions apply:

1. 2eKeus: the company as defined in article 2 of these general terms and conditions;
2. Customer: the customer with whom 2eKeus has made an agreement and/or the person who is negotiating such an agreement with 2eKeus;
3. Consumer: a natural person who is not acting in the exercise of a profession or business;
4. Agreement: any agreement/order between 2eKeus and Customer to deliver goods (Products) by 2eKeus to Customer;
5. Party(ies): Customer and 2eKeus together or each as an individual contracting party;
6. Written(s): notification by e-mail, by postal mail or by WhatsApp;
7. Third Party(ies): other natural or legal persons who are not part of this Agreement;
8. Product(s): the products offered by 2eKeus, including but not limited to: HPL sheets, which are labeled B-choice by the manufacturer but meet the quality requirements with minimal deviations in lengths, thicknesses and colors, screws, joint tape or mounting kit;
9. B-choice: Products that have a minor deviation, flaw or imperfection during production, but which, despite the foregoing, still meet the general quality and functional requirements that may be placed on the Products. These Products are generally offered at a lower price than A-choice Products, due to the aforementioned deviations or imperfections. B-choice products may have, for example, an incorrect color, size (think of minimal deviations in length and/or thickness) or minimal cosmetic damages, which do not affect the functionality of the product.

Article 2- Identity of 2eKeus

Company name:	2eKeus
Street name and number:	Mercuriusweg 15A
Zip code and place of business:	3771 NC Barneveld
Chamber of Commerce number:	8219079

Article 3- General provisions

1. These general terms and conditions are applicable to every offer and all (legal) actions of 2eKeus and to every agreement made between 2eKeus and Customer.
2. If the Agreement is concluded electronically, then contrary to the previous paragraph and before the Agreement is concluded, the text of these terms and conditions may be made available to Customer by electronic means in such a way that it can easily be stored by Customer on a durable data carrier. If this is not reasonably possible, then before the Agreement is concluded it will be indicated where the general terms and conditions can be inspected electronically and that they will be sent electronically or otherwise free of charge at the Other Party's request.
3. Unless expressly agreed otherwise and in Writing, the applicability of other general terms and conditions is expressly excluded. If use is made of e.g. a payment via a

Third Party, such as Klarna or iDEAL via Mollie, then the general terms and conditions of these parties may also apply (see Article 12 paragraph 3 of these general terms and conditions).

4. Deviations or additions to these General Terms and Conditions shall only be valid if expressly agreed in Writing.
5. If 2eKeus does not always require strict compliance with these terms and conditions, this does not mean that the provisions thereof are not applicable, or that 2eKeus in any way loses the right to require strict compliance with the provisions of these terms and conditions in other cases.
6. If and to the extent that any provision of these general terms and conditions cannot be invoked on the grounds of reasonableness and fairness or its unreasonably onerous character, the provision in question shall in any event be accorded a meaning corresponding as closely as possible to its content and purport so that it can be invoked.
7. 2eKeus is authorized to engage Third Parties for the execution of the Agreement.
8. The operation of art. 7:404 and/or 7:407 subsection 2 of the Dutch Civil Code (hereinafter "DCC") is/are excluded. This means that the Agreement between 2eKeus and a Customer does not necessarily have to be carried out by the person on the side of 2eKeus with whom the Agreement was made, but by the legal person 2eKeus. It also means that the person who executes this Agreement is not jointly and severally liable. This possible liability lies with the legal person 2eKeus.

Article 4- The offer

1. If an offer has a limited period of validity or is made subject to conditions, this will be explicitly stated in the offer.
2. The offer contains a complete and accurate description of the Products offered. The description is sufficiently detailed to enable a proper assessment of the offer by the Other Party. Apparent mistakes or obvious errors with regard to, for example, amounts displayed do not bind 2eKeus.

Article 5- The Agreement

1. The Agreement is established at the moment of acceptance by the Other Party of the offer and the fulfillment of the conditions (if any) thereby stipulated.
2. If any provision of these general terms and conditions or an Agreement turns out to be invalid or is nullified, this shall not affect the validity of the entire general terms and conditions or Agreement. The parties will consult in order to agree a new provision to replace the void or voided provision, taking into account as much as possible the purpose and intent of the void or voided provision.
3. 2eKeus reserves the right not to carry out an Agreement, for example if it has reasonable doubt or information that Customer will not or will not be able to fulfill its (financial) obligations. If 2eKeus refuses, it will inform Customer in writing of the refusal within a reasonable period of time after closing the Agreement.
4. Customer's right of suspension and right of setoff are excluded if Customer acts in the course of a profession or business. This provision explicitly does not apply, at the time the Other Party is a Consumer.
5. These general terms and conditions also apply to future, additional and/or follow-up assignments.

6. If Customer has accepted the offer electronically, 2eKeus will immediately confirm receipt of acceptance of the offer electronically.

Article 6- Right of withdrawal

1. A Consumer may terminate a Distance Contract or a Contract concluded outside the sales area without giving reasons within a period of 14 (fourteen) days. This period begins to run on the day on which the Consumer or a third party designated by the Consumer, who is not the carrier, received the item.
2. If the Products offered by 2eKeus are made according to specific instructions or custom made for the Consumer, then those Products are exclusively intended for that individual Buyer. On this basis the right of withdrawal is excluded for this type of Products ('customization').
3. The exclusion mentioned in paragraph 2 takes effect from the moment 2eKeus can no longer cancel its required order for the Agreement with its supplier free of charge.
4. In the event that 2eKeus will offer Products in the future that are not custom made, the right of withdrawal as described in paragraph 1 will apply.
5. If a Consumer can make use of his right of withdrawal, then the Consumer must take care of returning the Product.
6. The right of withdrawal does not apply if the Other Party is not a Consumer.

Article 7- Exercise of the right of withdrawal

1. If Customer wishes to exercise the right of withdrawal, he/she must make this known to 2eKeus via the return form within the 14 (fourteen) day withdrawal period.
2. Customer will return the Products as soon as possible, but no later than within 14 (fourteen) days after he/she has made known that he/she wishes to make use of the right of withdrawal.
3. Consumer shall return the Products as soon as possible, but within 14 days after he/she has made it known that he/she wishes to exercise the right of withdrawal the Products. Consumer will return the Product with all delivered accessories, if reasonably possible in the original condition and packaging, and in accordance with the reasonable and clear instructions provided by 2eKeus.
4. The risk and burden of proof for the correct and timely exercise of the right of withdrawal lies with Consumer.
5. Consumer shall bear the direct costs of returning the Product.
6. In the case of a return shipment of a Product that cannot be returned via regular postal services due to its size or weight, Consumer is responsible for the associated costs. These costs can be significant and vary between a minimum of €10 (ten euros) and a maximum of €300 (three hundred euros).
7. During the reflection period, Consumer shall handle the Products with care and shall only unpack or use the Products to the extent necessary to test the Products. In doing so, Consumer may test the Product as he/she might do in a store.
8. When Consumer acts in violation of this article, Consumer shall be liable for the decrease in value and/or damage of or to the Products.

Article 8- Liability

In case the Other Party is a Consumer:

1. 2eKeus' total liability is limited to compensation for damages up to the amount of the fee (excluding VAT) stipulated for that Agreement. In no event shall the total compensation for damages exceed the amount to be paid out by 2eKeus' liability insurance.
2. Not limited is 2eKeus' liability for damage which is the result of intent or willful recklessness of 2eKeus.

In case Customer is acting in the course of a profession or business:

3. 2eKeus is not liable for indirect and direct damage. Not excluded is the liability of 2eKeus for damage which is the result of intent or willful recklessness of 2eKeus.
4. If 2eKeus can nevertheless be held liable in a specific case, regardless of what has been determined in this article, then this only applies to direct damage. In such cases 2eKeus' total liability will be limited to compensation for damage up to a maximum of the amount of the fee (excluding VAT) stipulated for that Agreement.
5. The amount of compensation will never exceed the amount paid out by 2eKeus' liability insurance.
6. If 2eKeus can nevertheless be held liable for direct damage, then direct damage will only include:
 - a. the reasonable costs which Customer would have to incur to make the performance of 2eKeus correspond to the Agreement; this alternative damage will, however, not be compensated if the Agreement is dissolved by or on the demand of Customer;
 - b. the reasonable costs incurred to determine the cause and extent of the damage insofar as the determination relates to damage in the sense of these General Conditions;
 - c. the reasonable costs incurred to prevent or limit the damage insofar as the Other Party demonstrates that these costs led to a limitation of the damage within the meaning of these General Terms and Conditions
 - d. the reasonable costs incurred by Customer in keeping its old system(s) and related facilities operational longer due to the fact that 2eKeus did not deliver on a binding delivery date minus any savings resulting from the delayed delivery;
7. Customer indemnifies 2eKeus for any claims from Third Parties, which suffer damage in connection with the execution of the Agreement.

General provisions on liability:

8. The condition for the existence of any right to compensation is always that Customer reports the damage in writing to 2eKeus as soon as possible after it came into existence. Every claim for damages against 2eKeus lapses by the mere expiration of 12 (twelve) months after the claim arose.
9. 2eKeus is not liable for damage inflicted by auxiliary persons as meant in art. 6:76 Civil Code.
10. 2eKeus is not liable for damage of whatever nature caused by the fact that 2eKeus relied on incorrect and/or incomplete information provided by Customer or if Customer was late in providing this information.
11. The colors and/or materials of the Products may possibly differ slightly from the images, models, (color) samples etc. shown. Such slight deviations must be tolerated

by the Other Party and shall not lead to any claim for damages or compensation otherwise.

Article 9- Force majeure

1. In addition to the provisions of Article 6:75 of the Dutch Civil Code, a failure by 2eKeus to fulfill any obligation towards Customer cannot be attributed to 2eKeus in the case of a circumstance beyond 2eKeus' control whereby it is wholly or partially unable to fulfill its obligations towards Customer or whereby the fulfillment of its obligations cannot reasonably be required of 2eKeus. Such circumstances include failure to perform by suppliers or other Third Parties, a shortage of (raw) materials and substances with which the Products must be manufactured, import- & export bans, (power) failures, computer viruses, extreme weather conditions, fire (danger), (imminent) danger of war, pandemics, epidemics, quarantines, sick leave within the company of 2eKeus, suppliers and/or the suppliers/transporters engaged by 2eKeus, occupational disability within the company of 2eKeus, its suppliers and/or the suppliers/transporters engaged by 2eKeus, strikes, government measures and failure of bicycles and equipment with which the Products must be transported or assembled.
2. If a situation as mentioned in clause 1 of this Article arises as a result of which 2eKeus cannot fulfill its obligations towards Customer, these obligations will be suspended for as long as 2eKeus cannot fulfill its obligations. If the force majeure situation has lasted 30 (thirty) calendar days, both Parties have the right to dissolve the Agreement in whole or in part in writing. 2eKeus will in that case not be obliged to compensate any damage, not even if 2eKeus receives any advantage as a result of the force majeure situation.

Article 10- Warranty

1. 2eKeus warrants that the Products comply with the Agreement, the specifications as stated in the offer, the reasonable requirements of reliability and/or usability and the legal provisions and/or government regulations existing at the date of realization of the Agreement.
2. The warranty periods for 2eKeus Products are in principle 1 (one) year.
3. Clearly no warranty is offered with respect to visible defects inherent to the B-choice classification, such as wrong colors, dimensions or minimal cosmetic damage. The warranty period for other defects of B-choice products is determined on the basis of reasonableness and fairness.
4. The warranty shall lapse:
 - a. if the Other Party has installed, repaired and/or processed the delivered Products itself or has had them installed, repaired and/or processed by Third Parties;
 - b. If the delivered Products have been exposed to abnormal conditions or otherwise carelessly treated or treated contrary to the instructions of 2eKeus and/or the packaging;
 - c. If the defectiveness is wholly or partially the result of regulations which the government has imposed or will impose with regard to the nature or quality of the materials used.

Article 11- Prices

1. All amounts are in Euros and in principle inclusive of sales tax and other government levies unless otherwise agreed upon in, for example, the quotation.
2. The amounts agreed upon are based on cost price determining factors at the time of the offer. 2eKeus reserves the right to charge changes in cost price determining factors, which 2eKeus in all reasonableness cannot influence, such as increases in excise tax, social premiums, insurance premiums or sales tax, to Customer 3 (three) months after closing the agreement, to a maximum of 20% of the original amount.
3. 2eKeus furthermore has the right to increase the amounts as mentioned in the offer above the maximum of 20% as mentioned in the previous paragraph. In that case Customer has the right to immediately terminate the agreement at the moment the price change becomes effective. 2eKeus will always notify Customer of such a price change 1 (one) month before the price change takes effect.
4. A combined quotation does not oblige 2eKeus to perform part of the Agreement against a corresponding part of the amount given.
5. Discounts and quoted amounts do not automatically apply to future Agreements.

Article 12- Payment and billing

1. In the case of purchase through the website of 2nd Choice, then in most cases payment must be made immediately and in full.
2. In case payment is not made immediately, but it is agreed upon in the Agreement or possible additional conditions that payment takes place via invoice, then the full invoice must be paid within 30 (thirty) days after the invoice date under acceptance of the credit insurance company used by 2eKeus, unless agreed upon otherwise.
3. Additional conditions may be applicable if Customer chooses another payment method, including but not limited to:
 - Credit Card
 - Klarna
 - iDEAL through Mollie
 - Paypal
4. Customer has the duty to immediately report inaccuracies in payment information provided or mentioned to 2eKeus.
5. If Customer does not timely fulfill its payment obligation(s), 2eKeus will inform Customer about the late payment and will grant Customer a period of 7 (seven) days to fulfill the payment obligations. After failing to pay within this seven-day period, Customer is in default. As a result Customer will owe the legal (commercial) interest over the amount due. In addition 2eKeus has the right to charge Customer for extra-judicial collection costs.
6. In the case of an Agreement with a Consumer the period mentioned in the previous paragraph is 14 (fourteen) days.
7. In case of (a reasonable prospect of) bankruptcy, liquidation or suspension of payment or debt restructuring under the Dutch WSNP, 2eKeus' claims on Customer and Customer's obligations towards 2eKeus will be immediately due and payable.
8. Payments made by Customer will be applied in the first place to all interest and costs owed, and in the second place to the oldest outstanding invoices, even if Customer indicates that the payment relates to a later invoice.

Article 13- Delivery

1. The place of delivery is the address that Customer has made known to 2eKeus.
2. If delivery of an ordered Product turns out to be impossible, 2eKeus will make an effort to provide a substitute Product. At the latest upon delivery, but if possible already before shipment, it will be communicated in a clear and comprehensible manner that a replacement product will be delivered. With replacement items, the right of withdrawal cannot be excluded. The costs of any return shipment will be charged to 2eKeus.
3. If Customer has ordered as a Consumer, the risk of damage and/or loss of Products at 2eKeus rests with Customer or with a representative designated in advance and made known to 2eKeus until the moment of delivery, unless explicitly agreed upon otherwise in writing.
4. If the delivery announced in advance by 2eKeus cannot take place due to absence of an employee of Customer or absence of a Third Party chosen by Customer and made known to 2eKeus, 2eKeus reserves the right to pass on the costs of this failed attempt to Customer.
5. If Customer has ordered as a natural person but in the exercise of a profession or business, the risk of damage and/or loss of Products lies with Customer from the moment of shipment by 2eKeus.
6. All delivery periods are indicative. Customer cannot derive any rights from any terms given. Exceeding a delivery date does not entitle Customer to any damages.

Article 14 – Complaints

1. Customer cannot appeal to a defect in the performance if he has not protested to 2eKeus within 2 (two) months after he has discovered or reasonably should have discovered the defect. If there is a visible defect at delivery, which does not fall under the known visible defects in connection with the delivery of Products falling under 2eKeus, a period of 24 (twenty-four) hours applies.
2. In any case Customer must give 2eKeus 4 (four) weeks to resolve the complaint in mutual consultation.
3. If a complaint has not been reported to 2eKeus within the periods mentioned in the previous paragraphs, the Product will be deemed to be in accordance with the Agreement and to function in accordance with the Agreement.
4. Complaints do not suspend the payment obligation of Customer if Customer acts in the course of a profession or business.

Article 15 – Transfer

1. Rights and obligations of the Other Party under this Agreement cannot be transferred without the prior Written consent of the other party. This provision is considered a clause with effect under property law as referred to in article 3:83 paragraph 2 of the Dutch Civil Code.

Article 16- Retention of title

1. The ownership of all items sold and delivered by 2eKeus to Customer will remain with 2eKeus:
 - a. as long as Customer has not paid the amounts due under the Agreement or previous or subsequent similar Agreements;

- b. as long as Customer has not paid for activities performed or to be performed under this or similar Agreements;
 - c. and/or as long as Customer has not yet fulfilled claims from 2eKeus with regard to failure to fulfill such obligations, including claims with regard to fines, interest and costs, all this as meant in article 3:92 of the Dutch Civil Code.
2. Customer is not authorized to pledge or otherwise encumber goods falling under the retention of title.
3. When exercising the retention of title 2eKeus will be entitled to unhindered access to the Product. Customer will fully cooperate with 2eKeus to enable 2eKeus to exercise its retention of title by retrieving the Product, including any necessary disassembly. Customer hereby unconditionally and irrevocably gives permission to 2eKeus or a third party to be appointed by 2eKeus, in all cases where 2eKeus wishes to exercise its ownership rights, to visit all locations where the Product will be located and to take possession of these goods.
4. If Customer has obtained the ownership of the goods delivered under retention of title by means of accession or multiplication and Customer has not yet paid the amounts due as mentioned in clause 1, Customer is obligated on 2eKeus' request to return the delivered goods to 2eKeus. If this requires the establishment of a right of superficies as meant in article 5:101 Civil Code, Customer is obliged to cooperate.
5. If third parties seize goods delivered under retention of title or wish to establish or exercise rights over these goods, Customer is obliged to inform 2eKeus as soon as can reasonably be expected.

Article 17- Additional work

1. If 2eKeus has performed activities or other performances at the request of Customer or at its own request, with the prior Written consent of Customer, that fall outside the content or scope of the Agreement, such activities or performances will be compensated by Customer in accordance with 2eKeus' usual rates. Counterparty is never obliged to comply with such a request and may demand that a separate Agreement in writing is made to that end.
2. Customer accepts that activities or performances as mentioned in clause 1 of this article can influence the agreed upon goals and expectations.
3. Insofar as a fixed amount has been agreed upon for the provision of services 2eKeus will always inform Customer in Writing in advance about the financial consequences of additional work.

Article 18- Intellectual property

1. All intellectual property rights related to and/or resulting from the Agreement carried out by 2eKeus rest with 2eKeus. Customer only receives the non-exclusive and non-transferable user rights that are expressly granted by these General Conditions and the law. Any other or further rights of Customer are excluded.
2. Documents provided by 2eKeus to Other Party are exclusively intended to be used by Other Party. It is not permitted for Customer to make public and/or reproduce information obtained in any form whatsoever. This includes, but is not limited to, editing, selling, making available, distributing and - whether or not after editing - integrating in networks, unless such publication and/or duplication has been allowed

In Writing by 2eKeus and/or such publication and/or duplication results from the nature of the Agreement with 2eKeus.

3. If Customer acts in the course of a business or profession and gives permission, 2eKeus has the right to use Customer's name and logo as a reference or promotion.
4. Customer indemnifies 2eKeus against claims of Third Parties concerning intellectual property rights.
5. If Customer acts in violation of this clause Customer will be liable to an immediately due and payable fine of €10,000 (ten thousand euros) with an increase of €500 (five hundred euros) for every day that the violation continues up to a maximum of €25,000 (twenty-five thousand euros) without prejudice to 2eKeus' right to claim damages.

Article 19- Management

1. 2eKeus is at all times entitled to make changes in the technical facilities with respect to the Services.
2. Customer will act in accordance with what may be expected of a responsible and careful user of the Service(s).
3. The Other Party will always be responsible for every use - including unauthorized use - made of the user and access rights granted to it. The Other Party will take appropriate and reasonable measures to prevent unauthorized use. The Other Party is not allowed to share user and/or access rights with Third Parties.
4. Customer will at all times follow the instructions given by 2eKeus for the use of the Service(s).
5. 2eKeus is at all times entitled to change the non-technical facilities of its Services.
6. A change that in 2eKeus' reasonable judgment requires a significant, non-temporary adjustment on the part of Customer will be made known to Customer as soon as possible. Customer cannot claim compensation or damages, but has the right to terminate the Agreement as of the day of the announced change.
7. 2eKeus reserves the right to stop/remove technical Services if they cause a malfunction or delay of the system. 2eKeus will assess whether such a failure and/or delay exists and may, without prior notification to Customer, block the technical Services or take other measures to eliminate the failure and/or delay. The Other Party will never be entitled to damages or compensation under these circumstances.
8. 2eKeus has the right, without prior notification, to (temporarily) take her Services out of operation or limit their use to the extent necessary for reasonably required maintenance or for necessary adjustments or improvements to be made to the Services by 2eKeus without giving Customer any right to compensation or damages.

Article 20- Confidentiality

1. Confidentiality of all confidential information, which Customer has received from 2eKeus in the context of the Agreement, is mandatory for Customer. Information is confidential if 2eKeus has indicated so or if this reasonably follows from the nature of the information.
2. If Customer breaches clause 1 of this clause, Customer, regardless of whether the breach can be attributed to Customer and without prior notification of breach or judicial procedure, will owe 2eKeus an immediately payable fine of 25,000.00 (twenty-five thousand) Euros for each breach without the need for any form of

damage without prejudice to 2eKeus' other rights, including its right to claim damages in addition to the fine.

Article 21- Employee clause

1. During the term of the Agreement, as well as for 1 (one) year after termination thereof, Customer will only employ employees of 2eKeus who are or have been involved in the execution of the Agreement, or otherwise have them work for 2eKeus, directly or indirectly, after prior Written consent from 2eKeus.
2. 2eKeus shall, where appropriate, not withhold the permission in question if Customer has offered adequate compensation. Adequate compensation is an amount of €25,000 (twenty-five thousand euros).

Article 22- Exclusivity

1. For the duration of the Agreement Customer grants 2eKeus the exclusive right to execute the assigned Agreement.

Article 23- Applicable Law

1. Agreements between 2eKeus and Customer are exclusively governed by Dutch law.
2. Disputes between Parties will be resolved as much as possible through proper consultation. All disputes between Customer and 2eKeus will exclusively be resolved by the competent judge in the district where 2eKeus is located.

Article 24 – Survival

1. Those provisions of these General Conditions and the Agreement that are intended to survive the termination of the Agreement will remain in full force and effect after the termination of the Agreement.

Article 25- Change or supplement

1. 2eKeus has the right to change or supplement these General Conditions unilaterally. In that case 2eKeus will timely inform Customer about the changes or additions.
2. There will be a minimum of 30 (thirty) days between this notification and the coming into force of the changed or supplemented terms and conditions.
3. If the change gives 2eKeus the authority to provide a performance that deviates substantially from the promised performance, Customer has the right to refuse the changed conditions or to terminate the Agreement.