**GENERAL TERMS AND CONDITIONS OGC**

**Definitions**

1. OGC: Orion Gemstone Company, established in Steenbergen under Chamber of Commerce no. 77413911.
2. Customer: the person with whom OGC has entered into an agreement.
3. Parties: OGC and customer together.
4. Consumer: a customer who is also an individual acting for private purposes.

**Applicability**

1. These Terms and Conditions will apply to all quotations, offers, activities, orders, agreements and deliveries of services or products by or on behalf of OGC.
2. Parties can only deviate from these conditions if they have explicitly agreed upon in writing.
3. The parties expressly exclude the applicability of supplementary and/or deviating general terms and conditions of the customer or of third parties.

**Prices**

1. All prices used by OGC are in euros, are inclusive of VAT and exclusive of any other costs such as administration costs, levies and travel-, shipping- or transport expenses, unless expressly stated or agreed otherwise.
2. OGC in entitled to adjust all prices for its products or services, shown in its shop, on its website or otherwise, at any time.
3. Increases in the cost prices of products or parts thereof, which OGC could not foresee at the time of making an offer or the conclusion of the agreement, may give rise to price increases.
4. The consumer has the right to terminate an agreement as a result of price increase as referred to in paragraph 3, unless the increase is the result of statutory regulation.

**Consequences of late payment**

1. If the customer does not pay within the agreed term, OGC is entitled to charge an interest of 1% per month from the day the customer is in default, whereby a part of a month is counted as a whole month.
2. When the customer is in default , he is also due to extrajudicial collection costs and may be obliged to pay any compensation to OGC.
3. The collection costs are calculated on the basis of the Reimbursement for extrajudicial collection costs.
4. If the customer does not pay on time, OGC may suspend its obligations until the customer has met his payment obligation.
5. In the event of liquidation, bankruptcy, attachment or suspension of payment on behalf of the customer, the claims of OGC on the customer are immediately due and payable.
6. If the customer refuses to cooperate with the performance of the agreement by OGC, he is still obliged to pay the agreed price to OGC.

**Right of recovery of goods**

1. As soon as the customer is in default, OGC is entitled to invoke the right of recovery with regard to the unpaid products delivered to the customer.
2. OGC invokes the right of recovery by means of a written or electronic announcement.
3. As soon as the customer has been informed of the claimed right of recovery, the customer must immediately return the products concerned to OGC, unless the parties agree to make other arrangements about this.
4. The costs for the collection or return of the products are at the expense of the customer.

**Right of cancellation**

1. A consumer may cancel an online purchase during a cooling-off period of 14 days without giving any reason, provided that:

* the product has not been used
* the product is not specially tailored for the consumer or adapted to its special needs.
* the consumer has not renounced his right of cancellation.

1. The reflection period of 14 days as referred to in paragraph 1 commences:
   * on the day that the consumer has received the last product or part of 1 order.
2. The consumer can notify his right of cancellation via [company@oriongemstone.com](mailto:company@oriongemstone.com), if desired by using the withdrawal form that can be downloaded via the website of OGC, <https://www.oriongemstone.com>.
3. The consumer is obliged to return the product to OGC within 14 days after the notification of his right of cancellation, after which period his right of cancellation will lapse.
4. The costs for return are not due by OGC.
5. If the purchase costs are eligible for reimbursement according to the law, OGC will refund these costs to the consumer within 14 days of receipt of the timely appeal to the right of withdrawal, provided that the consumer has returned the product to OGC in time.

**Suspension of obligations by the customer**

The customer waives the right to suspend the fulfilment of any obligations arising from this agreement.

**Right of retention**

1. OGC can appeal to his right of retention of title and in that case retain the products sold by OGC to the customer until the customer has paid all outstanding invoices with regard to OGC, unless the customer had provided sufficient security for these payments.
2. The right of retention of title also applies on the basis of previous agreements from which the customer still owes payment to OGC.
3. OGC is never liable for any damage that the customer may suffer as a result of using his right of retention of title.

**Settlement**

The customer waives his right to settle any debt to OGC with any claim on OGC.

**Retention of title**

1. OGC remains the owner of all delivered products until the customer has fully complied with all its payment obligations with regard to OGC under whatever agreement with OGC including of claims regarding the shortcomings in the performance.
2. Until then, OGC can invoke its retention of title and take back the goods.
3. Before the property is transferred to the customer, the customer may not pledge, sell, dispose of or otherwise encumber the product.
4. If OGC revokes its retention of title, the agreement will be dissolved and OGC has the right to claim compensation, lost profits and interest.

**Delivery**

1. Delivery takes place while stocks last.
2. Delivery takes place at OGC unless the parties have agreed upon otherwise.
3. Delivery of product ordered online takes place at the address indicated by the customer.
4. If the agreed price is not paid on time, OGC has the right to suspend its obligations until the agreed price is fully paid.
5. In the event of late payment, the customer is automatically in default, and hereby he cannot object to late delivery by OGC.

**Deliver Period**

1. Any delivery period specified by OGC is indicative and does not give the customer the right to dissolution or compensation if this period is not met with, unless the parties have expressly agreed otherwise in writing.
2. The delivery starts once the customer has fully completed the (electronic) ordering process and received an (electronic) confirmation of his order from OGC.
3. Exceeding the specified delivery period does not entitle the customer to compensation or the right to terminate the contract, unless OGC cannot deliver within 14 days after being admonished in writing or if the parties have agreed upon otherwise.

**Actual delivery**

The customer must ensure that the actual delivery of the products ordered by him can take place in time.

**Transport costs**

Transport costs are on behalf of the customer, unless the parties have agreed upon otherwise.

**Packaging and shipping**

1. If the package of a delivered product is opened or damaged, the customer must have a note drawn up by the forwarder or delivery person before receiving the product. In the absence of which OGC may not be held liable for any damage.
2. If the customer himself takes care of the transport of a product, he must report any visible damage to products prior to the transport to OGC, failing which OGC cannot be held liable for any damage.

**Guarantee**

1. The warranty does not apply in the event of normal wear and tear and damage resulting from accidents, changes made to the product, negligence or improper use by the customer.
2. The risk of loss, damage or theft of the products that are a subject of an agreement between the parties, will pass on to the customer when these product are legally and/or factually delivered, at least are in the power of the customer or of a third party who receives the product for the benefit of the customer.

**Indemnity**

The customer indemnifies OGC against all third-party claims that are related to the products and/or services supplied by OGC.

**Complaints**

1. The customer must examine a product delivered by OGC as soon as possible for possible shortcomings.
2. If a delivered product does not comply with what a customer could reasonably expect from the agreement, the customer must inform OGC of this as soon as possible, but in any case within 1 month after the discovery of the shortcomings.
3. Consumers must inform OGC of this within two months after detection of the shortcomings.
4. The customer gives an as detailed as possible description of the shortcomings so OGC is able to respond adequately.
5. The customer must demonstrate that the complaint relates to the agreement between the parties.
6. If a complaint relates to an ongoing service, this can in any case not lead to OGC being forced to perform other services than has been agreed on.

**Giving notice**

1. The customer must provide any notice or default to OGC in writing.
2. It is the responsibility of the customer that a notice of default actually reaches OGC (in time).

**Joint and several Client liabilities**

If OGC enters into an agreement with several customers, each of them shall be jointly and severally liable for the full amounts due to OGC under that agreement.

**Liability of OGC**

1. OGC is only liable for any damage the customer suffers if and insofar as this damage is caused by intent or gross negligence.
2. If OGC is liable for any damage, it is only liable for direct damages that results from or is related to the execution of an agreement.
3. OGC is never liable for any indirect damages, such as consequential loss, lost profit, lost savings or damage to third parties.
4. If OGC is liable, its liability is limited to the amount paid by a closed (professional) liability insurance and in the absence of (full) payment by an insurance company of the damages the amount of the liability is limited to the (part of the) invoice to which the liability relates.

**Expiry period**

Every right by the customer to compensation from OGC shall, in any case, expire within 12 months after the event from which the liability arises directly or indirectly. This does not exclude the provisions in article 6:89 of the Dutch Civil Code.

**Dissolution**

1. The customer has the right to dissolve the agreement if OGC imputably fails in the fulfilment of his obligations, unless this shortcoming does not justify termination due to its special nature or because it is of minor significance.
2. If the fulfilment of the obligations by OGC is not permanent or temporarily impossible, dissolution can only take place after OGC is in default..
3. OGC has the right to dissolve the agreement with the customer, if the customer does not fully or timely fulfill his obligations under the agreement, or if circumstances give OGC good grounds to fear that the customer will not be able to fulfill his obligations properly.

**Force majeure**

1. In addition to the provisions in article 6:75 Dutch Civil Code, a shortcoming of OGC in the fulfilment in obligations to the customer cannot be attributed to OGC in any situation independent of the will of OGC, when the fulfilment of its obligations towards the customer is prevented in whole or in part or when the fulfilment of its obligations cannot reasonably be required from OGC.
2. The force majeure situation as referred to in paragraph 1 is also applicable - but not limited to: state of emergency (such as civil war, insurrection, riots, natural disasters, etcetera); defaults and force majeure of suppliers, deliverymen or other third parties; unexpected disturbances of power, electricity, internet, computer or telecoms; computer viruses, strikes, government measures, unforeseen transport problems, bad weather conditions and work stoppages.
3. If a situation of force majeure arises as a result of which OGC cannot fulfill one or more obligations towards the customer, these obligations will be suspended until OGC can comply with it.
4. From the moment a force majeure situation has lasted at least 30 calendar days, both parties may dissolve the agreement in writing in whole or in part.
5. OGC does not owe any (damage) compensation in a situation of force majeure, even if it has obtained any advantages as a result of the force majeure situation.

**Modification of the agreement**

If, after the conclusion of the agreement and before its implementation, it appears necessary to change or supplement its contents, the parties shall timely and in mutual consultation adjust the agreement accordingly.

**Changes in the general terms and conditions**

1. OGC is entitled to amend or supplement these general terms and conditions.
2. Changes of minor importance can be made at any time.
3. Major changes will be discussed by OGC with the customer as much as possible in advance.
4. Consumers are entitled to cancel the agreement in the event of a substantial change to the general terms and conditions.

**Transfer of rights**

1. The customer cannot transfer its rights deferring from an agreement with OGC to third parties without the prior written consent of OGC.
2. This provision applies as a clause with a property law effect as referred to in article 3:83, second paragraph, of the Dutch Civil Code.

**Consequences of nullity or annullability**

1. If one or more provisions of these general terms prove null or annullable, this will not affect the other provisions of these general terms and conditions.
2. A provision that is null or annullable shall, in that case, be replaced by a provision that comes closest to what OGC had in mind when drafting the conditions on that issue.

**Applicable law and content court**

1. Dutch law is exclusively applicable to all agreements between parties.
2. The Dutch court in the district where OGC is established is exclusively competent in case of any disputes between parties, unless the law prescribes otherwise.

Drawn up on 21 February 2020.