



GENERAL TERMS AND CONDITIONS OF ZAG B.V. ESTABLISHED AT OOSTERBEEK

General Terms and Conditions of Zag B.V. located at Stationsweg 32 in 6861 EH Oosterbeek and registered with the Chamber of Commerce under number 59470682.

I. GENERAL

1. General information

- 1.1. These General Terms and Conditions apply to all offers and all Agreements relating to the sale and delivery of Products by Zag B.V.
- 1.2. Deviations from these General Terms and Conditions are only possible in writing.
- 1.3. Any provisions agreed to deviate from these General Terms and Conditions do not give the Customer the right to apply those provisions to other Agreements.
- 1.4. These General Terms and Conditions consist of three chapters. The provisions of Chapter I applies to all legal relationships between Zag B.V. and a Customer. The provisions of Chapter II apply additionally to all legal relationships between Zag B.V. and a Consumer. The provisions of Chapter III apply additionally to all legal relationships between Zag B.V. and an enterprise.
- 1.5. If any provision of these General Terms and Conditions cannot be invoked on the grounds of nullity, reasonableness and fairness or the unreasonably onerous nature, the other provisions of these General Terms and Conditions shall remain in full force and effect and, instead of the invalid provision, a provision shall apply that most closely approximates the intention of the parties.

2. Definitions

General terms and conditions: these general terms and conditions.

Consumer: natural person, not acting in the course of a profession or business. Intellectual Property: all rights of intellectual property and related rights, such as copyrights, trademark rights, patent rights, design rights, trade name rights, database rights and neighbouring rights.

Customer: the Consumer or Company that concludes or wishes to conclude an Agreement with Zag B.V.

Company: legal or natural person, not being a Consumer.

Agreement: agreement aimed at the delivery of the Products by Zag B.V. to the Customer.

Products: the products and services offered by Zag B.V.

Personal data: personal data as defined in the General Data Protection Regulation (GDPR).

Website: the website(s) operated by Zag B. V., including zamilife.nl and zamilife.com.

3. Offers/Agreement Formation

- 3.1. Every offer made by Zag B. V. shall be without obligation and shall be considered as a whole, unless expressly agreed otherwise in writing.
- 3.2. If the Customer places an order, the Agreement will only be concluded upon acceptance by Zag B.V. or if Zag B.V. commences the execution.



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- 3.3. Samples or models, whether or not shown or provided in catalogues or on the Website, are only valid for indication purposes, without the Product due having to correspond to them. If, in the case of an Agreement with a Consumer, it appears that the Product owed does not correspond to the samples shown or provided, the Consumer has the right to dissolve the Agreement.
- 3.4. Zag B.V. shall not be obliged to make subsequent deliveries of once delivered Products if these are Products have been taken out of Zag B.V.'s production or sales program.
- 3.5. Unless proven otherwise, the administrative data of Zag B. V. are decisive and binding for the content of the Agreement and serve as proof of the Agreement.
- 3.6. The customer guarantees that the information provided to Zag B.V. in the application or order is correct and complete.
- 3.7. Zag B.V. shall at all times be entitled to verify an order in advance or refuse it without giving reasons, which shall be communicated to the Customer by Zag B.V. as soon as possible.
- 3.8. Sections 6:227b (1) of the Dutch Civil Code and 6:227c of the Dutch Civil Code do not apply to Agreements concluded with Companies via the Website.

4. Pricing

- 4.1. All prices for Agreements with Enterprises are exclusive of value added tax (VAT) and any other government levies imposed at the time of the conclusion of the Agreement, unless explicitly stated otherwise.
- 4.2. All prices for Agreements with Consumers are inclusive of value added tax (VAT) and any other government levies imposed at the time of the conclusion of the Agreement, unless explicitly stated otherwise.
- 4.3. All prices and rates of Zag B.V. are subject to programming and typing errors.
- 4.4. In the case of Agreements with Companies, assembly or installation work and facilities, as well as any delivery costs, are at the expense of the Client and will be charged separately at the then current rates. In the case of Agreements with Consumers, such costs shall only be for the Customer's account if they have been explicitly agreed in advance and if the prices have been explicitly specified in advance.
- 4.5. Changes in purchase prices, wage and material costs, social and government charges, freight costs, insurance premiums and other costs relating to the agreed performance entitle Zag B.V. to change the price. If Zag B.V. changes the price within three months of concluding the Agreement, the Customer shall be entitled to dissolve the Agreement on that ground.

5. Delivery

- 5.1. Delivery takes place ex warehouse/Zag B.V., unless explicitly agreed otherwise.
- 5.2. All (delivery) dates mentioned by Zag B.V. are approximate and have been determined on the basis of the information and circumstances known to Zag B.V. at the time of entering into the Agreement. The agreed delivery time shall never be regarded as a binding ('fatal') term, unless expressly agreed otherwise. In the event of late delivery, the Customer must give Zag B.V. written notice of default and allow Zag B.V. a reasonable period of time to fulfil its obligations.



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5.3. In the absence of an agreement to the contrary, a delivery period of 30 days shall apply to Agreements concluded with Consumers. Exceeding this delivery period gives the Customer (Consumer) the right to dissolve the Agreement. Zag B.V. is in that case not liable for damages.

5.4. Zag B.V. is entitled to deliver sold Products in parts. This does not apply if a partial delivery has no independent value. If the Products are delivered in parts, Zag B.V. shall be entitled to invoice each part separately to Companies.

6. Defects, complaint periods and warranty

6.1. The Customer must examine the delivered Products upon delivery. In doing so, the Customer must check whether the delivered goods comply with the Agreement, i.e.:

- a. whether the correct Products have been delivered;
- b. whether the Products delivered correspond with what has been agreed in terms of quantity and number;
- c. whether the Products delivered meet the requirements that may be set for normal use and/or commercial purposes.

6.2. The Customer who is the Consumer must report any defects to Zag B.V. in writing, giving reasons and stating the invoice details, within a reasonable period of time after discovery or after the defect could reasonably have been discovered, but at the latest within one year. The previous sentence shall apply mutatis mutandis to the Customer who is the Company, on the understanding that the relevant period shall be 30 days.

6.3. The Customer who is Company must notify Zag B.V. in writing of any complaints about invoices within 30 days of the invoice date.

6.4. If the Customer does not report any defects or complaints within the aforementioned periods, his complaint will not be dealt with and his rights will lapse.

6.5. In the case of Agreements with Companies, all claims and defences based on facts that would justify the assertion that the delivered Products do not comply with the Agreement shall lapse one year after delivery.

6.6. In the case of Agreements with Consumers, all claims and defences based on facts that would justify the assertion that the Products delivered do not comply with the Agreement shall lapse two years after the defect has been reported to Zag B.V. in accordance with the previous paragraphs.

6.7. Any claim by the Customer in respect of Products delivered shall also lapse if:

- a. the Products cannot (any longer) be identified as originating from Zag B. V.;
- b. the defects are (partly) the result of normal wear and tear, injudicious and/or incorrect handling, use and/or storage or maintenance of the Products;



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- c. Zag B.V. was not immediately given the opportunity by the Customer to investigate the complaints and fulfil its obligations;
 - d. the Customer has not, not timely or not properly fulfilled any obligation incumbent upon him.
- 6.8. If it has been demonstrated that the Products do not comply with the Agreement, Zag B. V. has the choice of either repairing the Products in question upon return or replacing them with new Products or refunding the invoice value thereof. These General Terms and Conditions apply in full to this new delivery.

7. Payment and invoicing

- 7.1. Unless otherwise agreed, invoices from Zag B.V. must be paid within 30 days of the delivery date. This payment is made when ordering via the Website, unless otherwise agreed, by means of an online payment order in a manner as offered on the Website at the time of payment. This payment will be made by bank transfer when ordering other than via the Website, unless otherwise agreed.
- 7.2. In the event that the Customer fails to pay on time, he shall be in default by operation of law. In that case Zag B.V. may take collection measures. The full judicial and extrajudicial costs shall then be borne by the Customer.

8. Liability

- 8.1. Zag B.V. is in no way liable, except in the case of intent and gross negligence, for damage arising as a result of the Products delivered by it and/or any failure in the performance of the Agreement or breach of any other obligations towards the Customer. Zag B.V. shall furthermore, except in the case of intent and gross negligence, not be liable in any way whatsoever for damage arising as a result of the inaccuracy and/or incompleteness and/or unlawfulness of the contents of the Website or any other (advertising) statements made by Zag B.V., the (incorrect) use of the Website or other statements made by Zag B.V. (such as order forms) by the Customer and the provision of incorrect information by the Customer.
- 8.2. Damage, as referred to in paragraph 1 of this article, which in the opinion of the Customer can be attributed to intent or gross negligence on the part of Zag B.V., must be reported to Zag B.V. in writing as soon as possible, but in any case within thirty (30) days of its occurrence. Damage that has not been brought to Zag B.V.'s attention within that period will not be reimbursed.
- 8.3. The Customer shall not be entitled to claim any damages, unless the Customer can demonstrate that he could not reasonably have reported the damage earlier.
- 8.3. Should liability on the part of Zag B.V. arise at any time despite the provisions of article 8.1, such liability shall be limited to a maximum of the invoice amount charged by Zag B.V.
- 8.4. Any claim for payment of a stipulated fine or compensation for damages shall lapse one year after the event, as a result of which the fine has become due and payable or the damage has been caused, unless collection in court has commenced within the said period.



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8.5. The Customer who is the Company shall indemnify Zag B.V. against all damage that Zag B.V. may suffer as a result of claims from third parties in connection with the Products delivered by Zag B.V.

9. Force majeure

9.1. Force majeure is understood to mean circumstances that prevent performance of the Agreement and which cannot be attributed to Zag B.V. If and in so far as these circumstances make performance impossible or unreasonably difficult, this shall also include: strikes at suppliers of Zag B. V., strikes at the company of Zag B. V. , a general lack of goods or services required for the performance agreed upon, unforeseeable stagnation at suppliers or other third parties on which Zag B. V. depends, general transport problems, fire, government measures, including import and export bans.

9.2. If the force majeure lasts longer than three months, both parties are entitled to terminate the Agreement to be dissolved. Zag B.V. is not obliged to pay any compensation in that case.

10. Intellectual property

10.1. All Intellectual Property rights with respect to the (advertising) communications of Zag B.V., including the Website, shall be vested in Zag B.V.

10.2. The Customer and (other) users of the Website acknowledge these rights and guarantee that they will refrain from any infringement thereof, which includes making copies of the Website other than technical copies required for the use of the Website (loading and displaying).

10.3. The Website contains hyperlinks to other websites maintained by third parties. Zag B. V. has no influence whatsoever on the information provided on these websites and accepts no liability for damages arising in any way from the use of these websites.

10.4. Zag B.V. bears no responsibility for photographs, descriptions and other information material on the Website and in its other (advertising) material published by third parties.

10.5. Zag B.V. makes every effort to ensure that the Products it delivers do not infringe any third-party Intellectual Property right, but cannot guarantee this. Should it be established in court that any Product delivered by Zag B.V. infringes any Intellectual Property right of a third party, Zag B.V. shall, at its sole option, replace the Product in question with a Product that does not infringe the rights referred to above, or acquire a right of use for the said Product, or take back the Product in question against repayment of the purchase price and less the usual depreciation. The customer shall not be entitled to invoke this provision if he has not informed Zag B.V. of this fact in writing within a reasonable period of becoming aware of it.

11. Privacy/processing of Personal Data

11.1. Zag B.V. processes Personal Data of (natural persons employed by) the Customer in the context of the following purposes:

- a. the formation and execution of the Agreement;
- b. being able to contact the Customer;
- c. the performance by Zag B.V. of market research, sales activities and direct marketing for the benefit of the Products of Zag B.V. and its affiliated companies;



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- d. other purposes made known to the Customer by Zag B.V., for example by means of a privacy statement on the website.

- 11.2. Zag B.V. will take appropriate technical and organisational measures to protect the Personal Data against loss or against any form of unlawful processing.
- 11.3. Zag B.V. shares Personal Data with Matador B.V. and any logistics service providers only to the extent necessary for the execution of the Agreement, in particular the delivery of the ordered Products as well as after-sales service and complaint handling.

12. Applicable law/competent court

- 12.1. All legal relationships between Zag B.V. and the Customer shall be governed by Dutch law. The applicability of the Vienna Convention on Contracts for the International Sale of Goods 1980 (CISG) is expressly excluded.
- 12.2. Disputes between Zag B.V. and the Customer shall be submitted exclusively to the competent court in the place where Zag B.V. has its registered office, unless Zag B.V., as plaintiff or petitioner, opts for the competent court in the Customer's place of residence or registered office.

II. CONSUMER CONTRACTS

13. Transport / risk

- 13.1. If the sold Product is delivered to the Consumer by Zag B.V. or a carrier designated by Zag B.V., the Product will only be at the Consumer's risk upon delivery.

14. Dissolution via Website Agreements concluded

- 14.1. For Agreements concluded via the Website, the Customer has the right to dissolve the underlying Agreement with Zag B.V., without giving reasons, within fourteen (14) calendar days after receipt of the Products, unless the right of dissolution does not apply to the Products concerned (in which case this will be stated).
- 14.2. If the Customer wishes to dissolve the Agreement pursuant to the previous paragraph, the Customer must notify Zag B.V. of this in writing. The Customer must return the Products to a return address determined by Zag B.V.. This should be done in the original, not at least as little damaged packaging as possible. The Customer must bear the costs and risk of shipping.
- 14.3. If the Customer has already made payments at the time that the Customer has dissolved the Agreement with Zag B.V. pursuant to this article, Zag B.V. shall, within fourteen (14) days of receipt of the declaration of dissolution referred to in the previous paragraph, send these payments to reimburse the Customer. Zag B.V. reserves the right to refuse returned Product(s) or to credit only part of the amount already paid when (there is a suspicion that) the Products have already been used (other than for orientation) or by the Customer's fault is damaged.
- 14.4. If Products are returned which, in the opinion of Zag B.V., have suffered damage due to an act or omission of the Customer or are otherwise at the risk of the Customer, Zag B.V. shall inform the Customer of this in writing. Zag B.V. has the right to withhold the depreciation of the Products as a result of this damage from the amount to be refunded to the Customer.



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III. AGREEMENTS WITH UNDERTAKINGS

15. Delivery, transport and risk

- 15.1. The Product is at the Customer's risk from delivery, even if ownership has not yet passed to the Customer.
- 15.2. The Customer is obliged to take delivery of the Products purchased at the time they are made available to him or at the time they are delivered to him. If the Customer refuses to take delivery or fails to provide information or instructions necessary for delivery, the Products will be stored for a maximum of 4 weeks at the expense and risk of the Customer. In that case, the Customer shall owe all additional costs, including in any case storage costs.
- 15.3. Insofar as shipment and transport of the Products has been agreed between Zag B.V. and the Customer, this shall take place at the expense and risk of the Customer, even if ownership has not been transferred to the Customer yet.

16. Retention of title

- 16.1. All Products delivered by Zag B.V. shall remain the property of Zag B.V. or its suppliers until the amount owed by the Customer to Zag B.V. pursuant to the Agreement has been paid, including any interest and/or collection costs owed.
- 16.2. The Customer shall not process or dispose of the Products delivered by Zag B. V. other than in the normal course of its business. If the Customer creates a new item (also) from Products delivered by Zag B. V., the Customer shall only create such item for Zag B. V. until the Customer has paid all amounts owed pursuant to the Agreement. Zag B. V. shall in that case have all rights as the owner of the goods formed until such time as the Customer has paid in full.
- 16.3. If the Customer is in default of payment of what it owes Zag B.V. pursuant to the Agreement, Zag B.V. shall be entitled to take back all Products that have already been delivered to the Customer. The Customer irrevocably authorises Zag B.V. to return all such Products at the Customer's expense and authorises Zag B.V. and its appointed representatives to enter its business premises, warehouses, factory halls, etc. for that purpose.
- 16.4. The Customer is not permitted to pledge the Products or to establish any other right on them as long as the Products are subject to retention of title.

17. Payment and security

- 17.1. Payment must be made in the agreed currency without set-off, discount or suspension for whatever reason.
- 17.2. If the Customer is in default, he shall owe interest at the rate of 1.5% per annum. (part of the) month.
- 17.3. In the event of late payment, liquidation, bankruptcy or suspension of payment of the Customer, all payment obligations of the Customer shall become immediately due and payable, regardless of whether Zag B.V. has already invoiced or pre-financed for this, and Zag B.V. shall be entitled to suspend (further) performance of the Agreement or to dissolve the Agreement, all this without prejudice to Zag B.V.'s right to claim damages.



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- 17.4 Zag B.V. shall at all times be entitled to set off what it owes to the Customer, whether or not due and payable or subject to conditions, against a counterclaim, whether or not due and payable, of the Customer against Zag B.V. In the event that Zag B.V.'s claim against the Customer is not yet due and payable, Zag B.V. shall make the following payments.
Zag B.V. shall not use its right of set-off unless the Customer's counterclaim is seized or otherwise recovered, a limited right in rem is established thereon or the Customer assigns its counterclaim under a special title. If possible, Zag B.V. will inform the customer in advance of the use of its power of set-off.
- 17.5. The Customer is obliged at Zag B.V.'s first request to do so to the satisfaction of Zag B.V. and in the manner prescribed by Zag B.V. B.V. to provide security in the form required and, if necessary, to supplement it for the performance of all his obligations. As long as the Customer has not complied with this, Zag B.V. shall be entitled to suspend its obligations.
- 17.6. If the Client has not complied with a request as referred to in the previous paragraph within 14 days of a reminder to that effect, all its obligations shall become immediately due and payable.

18. Dissolution of Agreement

- 18.1. If the Customer fails to fulfil any obligation arising from an Agreement with Zag B.V., or fails to do so on time, or fails to do so properly, and Zag B.V. has given Zag B.V. written notice of default, as well as in the event of the Customer's bankruptcy, suspension of payments or placement under guardianship or closure or liquidation of his business, Zag B.V. shall be entitled to dissolve the Agreement without judicial intervention and without any obligation to pay damages and without prejudice to its further rights. In such cases all claims that Zag B.V. may have against the Customer shall be immediately due and payable in full. If the proper performance by Zag B.V. of its obligations under an Agreement with the Customer is wholly or partly impossible, either temporarily or permanently, as a result of one or more circumstances that are not attributable to Zag B.V., which also includes the circumstances referred to in article 9, Zag B.V. shall be entitled to dissolve the Agreement.

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