

TERMS and CONDITIONS ONLINE SALES (B2C)

Article 1: definitions

1. MobiQ Transition Network BV, trade name: ProBear Enterprises, established in Houten, commercial register 57060827, in these general conditions referred to as **seller**.
2. the other party in these general conditions is referred to as **buyer**.
3. **parties** are seller and buyer together.
4. **Agreement** refers to the sale and buy agreement between the parties.

Article 2: applicability

1. these terms and conditions apply to all tenders, offers, agreements and deliveries of services or goods by or on behalf of seller.
2. Differences from these conditions are possible only if expressly agreed upon in writing by the parties.

Article 3: payment

1. the full purchase price is always duly paid right in the stores bank account. In some cases, a deposit for reservations is expected. In that case, the buyer will receive a proof by mail of the booking and prepayment.
2. when buyer pays not in time, then he is in default. In case buyer remains in default, then the seller shall be entitled to suspend obligations until buyer has met its payment obligations.
3. when buyer remains in default, seller is entitled to recovery actions. The charges in this respect shall be borne by the buyer. This collection costs are calculated on the basis of the Dutch regulations on compensation for extrajudicial collection costs.
4. in the event of liquidation, bankruptcy, seizure or suspension of payment by the buyer the seller's claims on the buyer are immediately due and payable.
5. in case buyer refuses to cooperate in the execution of the order by seller, then he remains to be obliged to pay the agreed price to the seller.

Article 4: offers, quotations and price

1. offers are without obligation, unless in the offer knows a specific period of acceptance. In case the offer is not accepted within that time limit, the offer will be void.
2. delivery times in quotations are indicative and give buyer at exceedance no right to dissolution or damages, unless the parties expressly have agreed otherwise in writing.
3. offers and tenders shall not apply automatically to repeat unless Parties have this agreed upon expressly and in writing.
4. the on offers, quotations and invoices listed prize consists of the purchase price including the due VAT and other Government levies.

Article 5: right of withdrawal

1. the consumer has the right within 14 days after the receipt of the order to cancel the contract without giving any reason (right of withdrawal). The time limit begins to run from the moment that the (entire) order has been received by the buyer.
2. there is no right of withdrawal when the products are customized according to its specifications are or only can be held briefly according to the nature of the product.
3. The consumer may use seller's Withdrawal Form. Seller is obliged to immediately send this to the buyer after the related request by buyer.
4. during this period the buyer shall handle with the product and its packaging with care. He will only unpack or use the product to the extent necessary in order to assess whether he wishes to keep the product. If he exercises his right of withdrawal, he will send the unused and undamaged product and -if

reasonably possible- in the original shipping box back to the seller, this all in accordance with the reasonable and clear instructions given by the seller .

Article 6: amendment of the agreement

1. if during the execution of the agreement it appears that for the proper execution of the contract it is necessary to modify or supplement the agreement, parties will agree in a timely manner and by mutual agreement to do so.
2. if parties agree that the agreement needs to be changed or supplemented, and that this decision may influence the time of completion of the assignment, seller shall inform buyer thereof as soon as possible.
3. if the change or supplement to the agreement has financial and/or qualitative consequences, buyer will inform seller in advance in writing.
4. if parties have agreed to a fixed price, seller will inform buyer of the consequences and the extent to which the change or supplement will influence this price.
5. by way of derogation from paragraph 3 of this article may seller charge no extra costs in case the change or supplement is the result of circumstances attributable to seller.

Article 7: delivery and transfer of risk

1. as soon as the purchased goods are received by buyer, the risk transfers from seller to buyer.

Article 8: inspection & complaints

1. Buyer is required to inspect duly the delivered goods at the time of delivery, but in any case within the shortest possible time after reception of the goods to (let) execute these investigations. Buyer is required to examine whether quality and quantity of the products delivered correspond to which the parties have agreed upon, at least that quality and quantity meet the requirements that apply in the normal (trade) traffic.
2. Complaints regarding damage, shortage or loss of delivered goods must be made within 10 working days after the day of delivery of the goods and be submitted in writing to seller by buyer.
3. In case of agreeing with the complaint within the time limit, seller has the right to either repair or re-supply, or cancelling the delivery and to send buyer a credit note for that part of the purchase price.
4. Small and/or deviations and difference in quality, quantity, size or finish normal within the vaping branche cannot be relied on to the seller.
5. complaints related to a particular product within the same agreement do not affect other products or components belonging to that same agreement.
6. after processing the goods at buyer's side, no more complaints will be accepted by seller.

Article 9: samples and models

1. Is a sample or model send to the buyer, then the assumption is provided that this only is an indication of the quality and design without the necessity to deliver in line with the specs of the real product. This is different if the parties expressly agreed that the matter to be delivered shall correspond with these specs.
2. for contracts in respect of a property the dication of the surface or other measurements and indications to be merely indicative, without the need to deliver this case to answer.

Article 10: Delivery

1. Delivery is "ex works /store/warehouse". This means that all costs for buyer.
2. the buyer is obliged to take the goods at the time that seller delivers or let deliver them to him, or at the time when these products are made available for buyer under the agreement.
3. if the buyer refuses or is negligent in providing information or instructions necessary for delivery, seller is entitled to store the products for the account and risk of the buyer.

4. if the goods are delivered, seller is entitled to charge any delivery costs.
5. if the seller needs information from buyer for the implementation of the agreement, the delivery time commences after buyer has provided this information to the seller.
6. a specified period for delivery supplied by seller is indicative. This is never a deadline. In case the delivery time is overdue buyer seller sends seller written notice of default.
7. seller is entitled to deliver the goods in parts, unless the parties have agreed otherwise in writing or this part delivery has no independent value. Seller is entitled to invoice these part deliveries separately.

Article 11: force majeure

1. in case seller may not , not timely or not duly to comply with its obligations under the agreement due to force majeure, then he is not liable for damage suffered by the buyer.
2. force majeure shall mean any circumstance with which parties in any case seller at the time of entering into the agreement and which could not take seller, reasonably, be held responsible for the normal execution of the agreement by buyer, such as disease, war or danger of war, civil strife and riot, molest, sabotage, terrorism, power failure, flood, earthquake, fire, strikes, labor disputes, occupation, exclusion, changed Government measures, transport difficulties, and other disturbances in the business of seller.
3. Furthermore for parties, force majeure means the fact that suppliers of which seller is bound for the implementation of the agreement, not to meet the contractual obligations towards seller, unless this seller is to blame.
4. If a situation as referred to above occurs as a result of which seller is not to meet its obligations to buyer, those obligations shall be suspended as long as seller does not meet its obligations. If the situation referred to in the previous sentence has lasted 30 calendar days, parties have the right to dissolve the agreement in writing, in whole or in part.
5. in the event of force majeure continues for more than three months, buyer has the right to cancel the agreement with immediate effect. Dissolution can only be done by registered letter.

Article 12: transfer of rights

1. rights of any party under this agreement may not be transferred without the prior written consent of the other party. This provision applies if a term with juridical goods apply as referred to in article 3:83, paragraph 2, of the Dutch civil code.

Article 13: retention of title and right of retention

1. goods present at the seller and delivered goods and components remain the property of seller until buyer has paid the entire price agreed. Until that time, seller may invoke his reservation of title and can retain his goods.
2. if the agreed prepayd amounts are not or not timely received by seller, he has the right to suspend the work until the agreed part of the agreement is met. This is referred to as creditors negligent' . A late delivery in that case cannot be relied on to the seller.
3. the Seller is not entitled to pledge or encumber goods falling under its retention of title in any way.
4. the Seller is obliged to insure the goods under retention of title to buyer and to keep them insured against fire, explosion and water damage as well as against theft and make them available for inspection on first demand.
5. If goods have not yet been delivered, but not in accordance with the agreed advance payment or price deal is met, seller has the right of retention. The case is then not delivered until buyer has paid in full and in accordance with appointment.
6. In the event of liquidation, insolvency or suspension of payments of copper are the obligations of buyer immediately due and payable.

Article 14: liability

1. any liability for any damages, arising out of or in connection with the performance of a contract, is always limited to the amount in each case and restricted to the amount paid by the closed liability insurance (s). This amount is increased by the amount of the deductible according to the relevant policy.
2. seller's liability is not excluded for damages resulting from gross negligence or willful misconduct of the seller or his senior subordinates.

Article 15: Complaints

1. the buyer is obliged to report complaints about the work done directly to the seller. The complaint contains as detailed as possible a description of the shortcoming, so that seller is able to respond adequately.
2. Is a complaint justified, then seller is obliged to repair the good and to if necessary replace the good.

Article 16: Guarantees

1. If in the agreement guarantees are included, the following applies. Seller guarantees that the sold good is according to the agreement, that it is free from defects, will function and that it is suitable for the use to which buyer intends to make of it. This warranty is valid for a period of two calendar years after receipt of the goods sold by buyer.
2. The guarantee aims to distribute between seller and buyer such a risk distribution that consequences of an infringement of a guaranteed are fully at the expense and risk of the seller and that seller in case of an adequate infringement of a guaranteed can never rely on article 6:75 of the Dutch Civil Code. The provisions of the preceding sentence also apply if the claim of the buyer was known or could have been known by conducting research.
3. the said guarantee does not apply when the defect has arisen as a result of injudicious or improper use or when -without permission- buyer or third parties have made changes or tried to make changes or have purchased goods used for purposes for which it was not intended.
4. if the warranty provided by the seller is related to a product produced by a third party the guarantee is limited to the warranty that is provided by that manufacturer.

Article 17: applicable law

1. on this agreement between seller and buyer solely the Dutch law is applicable. The Dutch judge is competent.
2. the applicability of the Vienna Sales Convention is excluded.
3. when in legal proceedings in one or more provisions of these general terms and conditions be regarded as unreasonably onerous, then the remaining provisions will remain in full force and effect.

Article 18: Forum choice

All disputes arising from this Agreement shall be exclusively submitted to the competent court of the Court 'Midden Nederland'.