

## General Terms Generation Magnets

### Article 1 Definitions

The following definitions apply in these conditions:

- **Grace period:** The period within which the buyer can make use of his right of withdrawal;
- **Day:** calendar day;
- **Digital content:** data produced and supplied in digital form;
- **Contract for an indefinite period of time:** a contract that provides for the regular supply of goods, services and/or digital content for a specific period of time;
- **Durable Data Carrier:** any means - including e-mail - that enables the Buyer or Generation Magnets to store information addressed to him personally in a manner that allows for future consultation or use for a period of time appropriate to the purpose for which the information is intended, and which allows for unaltered reproduction of the stored information;
- **Buyer:** the natural or legal person who purchases products, (access to) digital content and/or services at a distance from Generation Magnets;
- **Right of Withdrawal:** the option of the buyer to waive the distance contract within the cooling-off period;
- **Generation Magnets:** the natural or legal person who offers products, (access to) digital content and/or services at a distance to purchasers;
- **Agreement:** an agreement between Generation Magnets and the Buyer concluded in the context of an organized system for distance selling of products, digital content and/or services, whereby until the conclusion of the agreement exclusive or partial use is made of one or more techniques for distance communication;
- **Technique for distance communication:** means that can be used for closing an agreement, without the fact that the buyer and Generation Magnets have to come together in the same room at the same time.

### Article 2 Applicability of these Terms and Conditions

- 1 These General Terms and Conditions apply to all offers made by Generation Magnets via its website(s) and to all agreements subsequently concluded between Generation Magnets and the Buyer.
- 2 The use of the Generation Magnets Community/Tribe is subject to the provisions of the Terms of Service and the Community Policy.
- 3 A current copy of these general terms and conditions, as well as the Terms of Service and Community Policy are available to view or download from the website(s) of Generation Magnets.

### Article 3 The offer

- 1 If an offer has a limited validity or is made under conditions, this will be explicitly mentioned in the offer.
- 2 The offer contains a complete and accurate description of the products, digital content and/or services offered. The description is sufficiently detailed to allow the buyer to properly assess the offer. Obvious mistakes or obvious errors in the offer are not binding on Generation Magnets.
- 3 All offers contain such information that it is clear to the buyer what rights and obligations are attached to the acceptance of the offer.

### Article 4 The Agreement

- 1 The agreement is concluded at the moment the buyer enters the payment page belonging to the offer, fills in his data and presses the "Order" button.
- 2 The buyer will then immediately receive a confirmation at the e-mail address filled in by him, containing in any case
  - the contact details of Generation Magnets where the buyer can direct his/her complaints;
  - the information on guarantees and service after purchase including the possibility of cancellation;
  - the price including all taxes of the product, service or digital content and the method of payment, delivery or execution of the agreement;
- 3 In case of a continuing performance contract, the provision in the preceding paragraph shall apply only to the first delivery.
- 4 Generation Magnets has the right to refuse a potential buyer without giving reasons.

### Article 5 Right of Withdrawal

#### In case of physical products

- 1 The buyer may dissolve an agreement relating to the purchase of a product during a cooling-off period of 14 days without giving reasons. Generation Magnets may ask the buyer for the reason for the dissolution, but the buyer is not obliged to give his/her reason(s).
- 2 The cooling-off period mentioned in paragraph 1 starts on the day after the buyer, or a third party designated by the buyer in advance and who is not the carrier, has received the product, or:
  - If the buyer has ordered multiple products in one order: the day on which the buyer, or a third party designated by him, has received the last product. Generation Magnets may, provided it has informed the buyer clearly prior to the ordering process, refuse an order for multiple products with a different delivery time.
  - If the delivery of a product consists of several shipments or parts: the day on which the buyer, or a third party designated by him, has received the last shipment or the last part;
 in case of agreements for regular delivery of products during a certain period of time: the day on which the buyer, or a third party designated by him, has received the first product.

#### In the case of services and digital content not supplied on a tangible medium:

- 3 The purchaser may dissolve a services contract and a contract for the supply of digital content not delivered on a tangible medium up to 48 hours before delivery without giving reasons. Generation Magnets may ask the purchaser for the reason for cancelling, but the purchaser is not obliged to give his reason(s).

#### In the case of continuing performance agreements:

- 4 A continuing performance contract, including the conclusion of a membership with the Tribe, cannot be revoked because the service is provided in full immediately after conclusion of the contract. The Buyer can however terminate the agreement on a monthly basis, which means that the Buyer will always owe the first month, with due observance of the provisions of Article 7 (g).

### Article 6 Obligations of the purchaser during cooling-off period

#### Only for physical products:

- 1 During the cooling-off period the Buyer will handle the product and the packaging with care. He will only unpack or use the product to the extent necessary to determine the

nature, characteristics and operation of the product. The basic assumption here is that the Buyer may only handle and inspect the product as he would in a shop.

- 2 The Buyer is only liable for any decrease in value of the product resulting from a manner of handling the product that goes beyond what is permitted in paragraph 1.

#### Article 7 Exercise of the right of withdrawal

##### With physical products:

- 1 If the buyer exercises his/her right of withdrawal, he/she shall notify Generation Magnets within the cooling-off period in an unequivocal manner.
- 2 As soon as possible, but within 14 days after the day following the notification referred to in paragraph 1, the buyer sends the product back, or hands it over to (an authorised representative of) Generation Magnets. This is not necessary when Generation Magnets has offered to pick up the product itself. The buyer has in any case complied with the return period if he sends the product back before the cooling-off period has expired.
- 3 The buyer shall 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 Generation Magnets.
- 4 The risk and the burden of proof of the correct and timely exercise of the right of withdrawal shall lie with the buyer.
- 5 The buyer bears the direct costs of returning the product. If Generation Magnets has not indicated that the buyer should bear these costs, or if Generation Magnets indicates that it will bear the costs itself, the buyer need not bear the costs of return shipment.

##### For services and digital content not supplied on a tangible medium:

- 6 When the buyer makes use of his/her right of withdrawal, he/she shall notify Generation Magnets in an unequivocal manner within the cooling-off period.
- 7 If the buyer withdraws in time as stipulated in article 5, paragraph 3, the buyer will not owe any compensation.

##### In the case of long-term agreements:

- 8 If the purchaser wishes to terminate an ongoing agreement that has just been entered into, he shall immediately notify Generation Magnets in an unequivocal manner.
- 9 At the discretion of Generation Magnets the buyer can terminate the agreement without costs or the first month of the agreement will be charged.

#### Article 8 Obligations of Generation Magnets in the event of cancellation

- 1 After receiving a notification of revocation, Generation Magnets shall immediately send a confirmation of receipt.
- 2 Generation Magnets shall reimburse all payments of the buyer, including the delivery costs charged by Generation Magnets for the returned product, without delay but within 14 days following the day on which the buyer notifies him of the revocation. Unless Generation Magnets offers to collect the product itself, it may wait to refund the purchase price until it has received the product or until the buyer can demonstrate that he has returned the product, whichever comes first.
- 3 Generation Magnets will use the same means of payment as the buyer has used for repayment, unless the buyer agrees to a different method. The refund is free of charge for the buyer.
- 4 If the buyer has chosen a more expensive method of delivery than the cheapest standard delivery, Generation Magnets does not have to refund the additional costs for the more expensive method.

#### Article 9 Exclusion of right of withdrawal

Revocation is excluded if a service has been performed.

#### Article 10 The price

- 1 During the validity period mentioned in the offer, the prices of the products and/or services offered shall not be increased, except for price changes due to changes in VAT rates.
- 2 Generation Magnets is in all cases entitled to adjust the agreed price by means of an e-mail to the buyer with due observance of a period of 1 month.

#### Article 11 Compliance with the Agreement

Generation Magnets guarantees that the products and / or services meet the agreement, the specifications listed in the offer, the reasonable requirements of reliability and / or usability and on the date of the conclusion of the agreement existing legal provisions and / or government regulations.

#### Article 12 Delivery and execution

- 1 Generation Magnets will take the utmost care when receiving and implementing orders for products and when assessing applications for the provision of services.
- 2 The place of delivery is the address that the buyer has given to Generation Magnets.
- 3 The risk of damage and/or loss of products shall be borne by Generation Magnets until the time of delivery to the Buyer or a designated representative, unless otherwise expressly agreed.

#### Article 13 Termination, extension and duration

##### Termination:

- 1 The buyer may at any time terminate an agreement entered into for an indefinite period of time and which provides for the regular delivery of products or services, subject to the agreed provisions regarding termination and a notice period of up to one month.
- 2 The buyer may contract for a definite period and that extends to the regular delivery of products or services, at any time at the end of the fixed term denounce the provisions agreed on notice and a notice not exceeding one month.
- 3 The Buyer may terminate the agreement referred to in the previous subsections
  - terminate it at all times;
  - at least terminate it in the same manner as it was entered into;
  - always terminate it with the same notice period as Generation Magnets has stipulated for itself.

##### Renewal:

- 4 An agreement entered into for a definite period of time and which aims at the regular delivery of products or services, may not be tacitly extended or renewed for a definite period of time.
- 5 An agreement which has been entered into for a definite period of time and which extends to the regular delivery of products or services may only be tacitly extended for an indefinite period of time if the buyer may give notice at any time with a notice period of no more than one month.

##### Duration:

- 6 If an agreement has a duration of more than one year, after one year the purchaser may terminate the agreement at any time with a notice period of no more than one month, unless reasonableness and fairness oppose termination before the end of the agreed duration.

#### Article 14 Payment

- 1 Insofar not stipulated otherwise in the agreement or supplementary terms and conditions, the amounts payable by the purchaser must be paid within 14 days of the start of the reflection period, or in the absence of a reflection period within 14 days of the agreement being concluded. In the event of an agreement for the provision of a service, this period shall commence on the day after the purchaser has received confirmation of the agreement.
- 2 When selling products to purchasers, the purchaser may never be required in general terms and conditions to pay more than 50% in advance. When advance payment is stipulated, the buyer cannot assert any rights regarding the execution of the order or service(s) in question before the stipulated advance payment has been made.
- 3 The buyer has the obligation to report inaccuracies in payment data provided or mentioned to Generation Magnets without delay.
- 4 If the buyer does not timely comply with its payment obligation(s), Generation Magnets will point out the late payment and grant a maximum period of 14 days to still comply with its payment obligations. If payment is not made within this period, the buyer shall irrevocably owe statutory interest on the outstanding amount and Generation Magnets shall be entitled to charge extra-judicial collection costs. These collection costs shall amount to a maximum of: 15% with a minimum of € 40.

#### Article 15 Complaints procedure

- 1 Generation Magnets has a sufficiently publicised complaints procedure and will deal with the complaint in accordance with this complaints procedure.
- 2 Complaints about the execution of the agreement must be submitted to Generation Magnets within reasonable time after the buyer has found the defects, fully and clearly described.
- 3 Complaints submitted to Generation Magnets shall be responded to within a period of 14 days from the date of receipt. When a complaint requires a foreseeable longer time to process, Generation Magnets will respond within 14 days with a notice of receipt and an indication when the buyer can expect a more detailed answer.
- 4 The buyer should give Generation Magnets at least 4 weeks to resolve the complaint in mutual consultation. After this period a dispute arises that is subject to the dispute settlement procedure.

#### Article 16 Dispute Settlement

Agreements between Generation Magnets and the buyer to which these general terms and conditions apply, are exclusively governed by Dutch law.

#### Article 17 Additional or different provisions

Additional provisions or provisions deviating from these general conditions may not be to the detriment of the buyer and must be recorded in writing or in such a way that the buyer can store them in an accessible manner on a durable data carrier.

Maastricht, March 1, 2021.