

WYNAND FOCKINK

- AMSTERDAM ANNO 1679 -

GENERAL TERMS AND CONDITIONS – WYNAND-FOCKINK.NL

Any use by you of the Wynand Fockink website at www.wynand-fockink.nl (Website) is conditional upon your acceptance of these Terms & Conditions, including our PrivacyStatement. The following Terms and Conditions apply to users, viewers and all people who access this Website. This Website is operated by Pijlsteeg B.V. Please read these terms carefully before using the Website. Using the Website indicates that you accept these terms. If you do not accept these terms, do not use the Website.

TO ACCESS THE WEBSITE YOU MUST BE OF LEGAL DRINKING AGE IN THE COUNTRY WHERE YOU ARE VIEWING THIS SITE. IF YOU ARE NOT, DO NOT ENTER THIS SITE.

If you are an owner/administrator of any of the sites featured on the Website and are unhappy with us doing so, please let us know via the “contact us” section, and we will remove the link within 48 hours of receiving your notification. All references to 'our', 'us', 'we' or 'Company' within these Terms & Conditions and the Privacy Policy are deemed to refer to Wynand Fockink, its subsidiaries, affiliates and associates.

INTRODUCTION

1. You may access most areas of the Website without registering your details with us. Certain areas of the Website are only open to you if you register.
2. The Company may revise these Terms and Conditions at any time by updating this posting.
3. It is your responsibility periodically to review this page for updates to these Terms & Conditions, which shall come into effect once posted. Your continued use of the Website will be deemed acceptance of these Terms & Conditions, including our Privacy Statement

INTELLECTUAL PROPERTY

4. Unless otherwise stated, the copyright and other intellectual property rights in all material on the Website associated with the Company and the Wynand Fockink brand (Material) including without limitation trademarks, designs, logos, text, images, audio and video materials and bottle designs, are owned or licensed by the Company.
5. Any other product names and images used in this Website are for identification purposes only. All trademarks and registered trademarks included in such product names and images are the property of their respective owners.
6. Material from this site may not be copied, reproduced, republished, uploaded, posted, transmitted, distributed, commercially exploited or adapted in any way without the prior written consent of the Company.
7. Any rights not expressly granted in these Terms & Conditions are reserved.

SERVICE ACCESS & ACCEPTABLE USE

8. The Company shall not be liable if for any reason the Website is unavailable at any time or for any period. Access to the Website may be suspended temporarily or permanently without notice.

WYNAND FOCKINK

- AMSTERDAM ANNO 1679 -

9. Without prejudice to Clause 8, the Company reserves the right to suspend, terminate or restrict access to the Website if these Terms & Conditions are breached.

10. You shall keep any passwords and usernames allocated to you confidential and the Company reserves the right to suspend or terminate the username and password if the Company suspects non-compliance by you with these Terms & Conditions.

11. You may use the Website only for lawful purposes. You may not use the Website:

- a. in any way that breaches any applicable local, national or international law or regulation;
- b. in any way that is unlawful or fraudulent or has any unlawful or fraudulent effect;
- c. to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any form of spam;
- d. to knowingly transmit any data, send or upload any material that contains viruses or similar computer code designed to adversely affect the operation of any computer software or hardware; or
- e. to undertake any other activity that would contravene the Computer Misuse Act 1990 (UK)

SUBMISSIONS

12. Other than personally identifiable information, which is covered under our Privacy Policy, where you are invited to submit any contribution to this Website (including without limitation any text, graphics, video or audio) you grant the Company a perpetual, worldwide, royalty-free, non-exclusive, sublicenseable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, play, communicate to the public and exercise all copyright and publicity rights with respect to any such work and/or to incorporate it in other works in any media now known or later developed for the full term of any rights that may exist in such content, consistent with privacy restrictions set forth in the Company's Privacy Policy. If you do not wish to grant such rights to the Company, you should not submit your contribution to this Website.

13. By submitting your content to this Website, you also:

- a. warrant that such contribution is your own original work and that you have the right to make it available to the Company for all the purposes specified above; and
- b. agree to waive any moral rights in your contribution for the purposes of its submission to and publication on the Website and the other purposes specified above.

14. You agree not to submit any contribution that is not original to you or otherwise infringes the rights of, or that restricts or inhibits the use and enjoyment of this Website by, any third party. Your use and submission must not be unlawful, nor may it harass or cause distress or inconvenience to any person and will not contain obscene or offensive content or disrupt the normal flow of dialogue within this Website.

15. You will not, nor will you encourage any other party, to make any statement or introduce any contribution which includes (without limitation):

WYNAND FOCKINK

- AMSTERDAM ANNO 1679 -

a. swearing and/or unacceptable, indecent, defamatory, threatening, violent or discriminatory (based on race, religion, sex, sexual orientation, national origin, age or physical or mental disability) language;

b. discussions that encourage, promote or provide information about illegal or criminal activities (including but not limited to pornography, explosives, weapons, violence, drugs, programming viruses, computer hacking and copyright infringement);

c. posting of addresses for other web sites or content that infringes any third party's intellectual property rights;

d. exchanging telephone numbers or home addresses, the harassment of other users of the site (either privately or in a public forum), or the impersonation of our staff, celebrities or any other characters;

e. actions that would disrupt or impair the functioning, stability or security of the site (including but not limited to the introduction of viruses, bugs, worms, Trojan horses or any other form of contaminants);

f. advertisements, promotions, unsolicited approaches, or any other use of the site for unauthorised commercial purposes; and

g. any derogatory remarks about the Company or the site.

16. You agree to indemnify the Company against all legal fees, damages and other expenses that may be incurred by the Company as a result of a breach or suspected breach by you of any of these Terms & Conditions or the rights of any third party or any violation by you of any law.

17. Although we ask all Website users to adhere to these Terms & Conditions, you acknowledge that other users may submit material that you consider offensive or objectionable. The Company assumes no responsibility or liability for the individual user content submitted to the Website and such submissions do not represent the views of the Company. 18. In contributing to our Website you agree to grant us a royalty-free, non-exclusive licence to publish and otherwise use the material in any way that we want, and in any media worldwide.

LINKS AND FRAMING OF OTHER WEBSITES

19. Links to and framing of third party websites on the Website is provided solely for your convenience. If you use these links, you may leave the Website. The Company has made every attempt to review all of these third party websites and to get their permission before using them. The Company does not control and is not responsible for these websites or their content or availability. The Company therefore does not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them; if you decide to access any of the third party websites within the Website or link to them externally, you do so entirely at your own risk.

RESTRICTION ON LIABILITY

20. While the Company endeavors to ensure that the information on the Website is correct, the Company does not warrant the accuracy and completeness of the material on the Website. The

WYNAND FOCKINK

- AMSTERDAM ANNO 1679 -

Company may make changes to the material on the Website, or to the products and prices described in it, at any time without notice. The material on the Website may be out of date, and the Company makes no commitment to update such material. To the maximum extent permitted by law, the Company provides you with the Website on the basis that the Company excludes all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law).

21. Subject to Clause 22, the Company, any other party (whether or not involved in creating, producing, maintaining or delivering the Website), and any of the Company's group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with the Website in any way or in connection with the use, inability to use or the results of use of the Website, any websites linked to the Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing the Website or your downloading of any material from the Website or any websites linked to the Website.

22. Nothing in these Terms and Conditions shall limit the Company's liability for:

- a. death or personal injury caused by the negligence of the Company, its directors, agents, officers or representatives;
- b. fraud or fraudulent misrepresentation; or
- c. any other liability which cannot be excluded or limited by law.

GOVERNING LAW AND JURISDICTION

23. These Terms and Conditions shall be governed by and construed in accordance with Dutch law. Disputes arising in connection with these Terms and Conditions shall be subject to the exclusive jurisdiction of the Dutch courts although the Company retains the right to bring proceedings against you for breach of these Terms and Conditions in your country of residence or any other relevant country.

GENERAL TERMS AND CONDITIONS OF SALE – WYNAND-FOCKINK.NL

ARTICLE 1- DEFINITIONS

1. Agreement: An agreement between Wynand Fockink and the Consumer for the sale of Product(s)
2. Consumer: A natural person whose actions are not carried out for objectives relating to the course of a trade, a profession or a business;
3. Delivery Address: The address the Consumer states in the order.
4. Wynand Fockink: As described in article 3.
4. Product(s): Products as listed on the website WWW.WYNAND-FOCKINK.NL.
5. Site: the website www.wynand-fockink.nl

WYNAND FOCKINK

- AMSTERDAM ANNO 1679 -

6. Terms and Conditions of Sale: This page (together with the documents expressly referred to in it) containing information about Wynand Fockink and the legal terms and conditions on which Wynand Fockink sells the products.

ARTICLE 2 - APPLICABILITY TERMS AND CONDITIONS OF SALE

2.1 The Terms and Conditions of Sale apply to every offer made by Wynand Fockink and to every Agreement that is concluded between Wynand Fockink and the Consumer for the sale of Product(s).

2.2 Prior to the conclusion of an Agreement the Terms and Conditions of Sale will be made available to de Consumer electronically in such a way that the Consumer can store them on a durable data carrier.

2.3 Prior to the conclusion of an Agreement the Consumer will be asked to agree to these Terms of Sale. If Consumer refuses to accept these Terms and conditions of Sale, the Consumer will not be able to order any Product(s) from the Site. Therefore Wynand Fockink emphasizes that the Consumer should read these Terms of Sale carefully and understands them, before ordering any Product(s) from the Site.

ARTICLE 3 - IDENTITY Wynand Fockink

Pijlsteeg B.V. (trade name: Wynand Fockink) is a company registered in the Netherlands at the Chamber of Commerce Amsterdam under company number 34292224 and with registered office at Pijlsteeg 31 - 43, 1012 HH Amsterdam, the Netherlands.

ARTICLE 4 - IDENTITY CONSUMER AND RESTRICTIONS

4.1 Before being able to enter the Site the Consumer is obliged to fill in his/her age.

4.2 Before placing an order on the Site, the Consumer must create an account. In order to create an account Wynand Fockink will ask the Consumer information– within statutory frameworks – about the Consumer’s ability to fulfil his payment obligations, and other factors that are important for the responsible conclusion of the Agreement. In case this information gives Lucas Bols proper grounds to decline the conclusion of an Agreement, Wynand Fockink has the right to reject the Consumers’ order(s).

ARTICLE 5 - OFFER

5.1 Wynand Fockink will state clearly in the offer, if the offer is limited to a period of validity or if specific terms apply to the offer.

5.2 An offer contains an accurate and clear description of the Product(s) being offered, so the Consumer can assess the offer properly. The images of the Product(s) on the Site are for illustrative purposes only. Although every effort has been made to display the Product(s) accurately, Wynand Fockink cannot guarantee that the Product(s) or packaging may not vary slightly from those images.

5.3 All Product(s) shown on the Site are subject to availability. You will be informed by e-mail as soon as possible if the Product(s) you have ordered is/are not available and your order will not be processed.

5.4 Obvious mistakes made in the offer do not bound Wynand Fockink.

ARTICLE 6 - AGREEMENT

6.1 Once the offer is accepted by the Consumer, Wynand Fockink will confirm acceptance to the Consumer by sending the Consumer an e-mail that confirms that the Product(s) have been dispatched (Dispatch Confirmation). The Agreement will be concluded once Wynand Fockink sends the Consumer a Dispatch Confirmation.

6.2 The Consumer may cancel his/her order at any time before the Consumer receives the Dispatch Confirmation. For cancellations, please contact Wynand Fockink telephone line

WYNAND FOCKINK

- AMSTERDAM ANNO 1679 -

+31206392965, send a message using the contact page or send an e-mail to contact@wynand-fockink.nl.

6.3 If Wynand Fockink is unable to supply the Consumer with (one of) the ordered Product(s), for example because the Product(s) are not in stock or no longer available or because of an obvious error on the Site, Wynand Fockink will inform the Consumer by e-mail and will not process the order. If the Consumer has already paid for the Product(s), Wynand Fockink will refund the full amount, including any applicable charges the Consumer paid for delivery of the Product(s) from Wynand Fockink to the Delivery Address.

ARTICLE 7 - PRICE OF PRODUCTS

7.1 The prices of the Product(s) will be as quoted on the Site from time to time. Wynand Fockink takes all reasonable care to ensure that the prices of Product(s) are stated correct on the Site. If an error in the price of the Product(s) ordered by the Consumer is discovered, the Consumer will be contacted and will be given the option of continuing to purchase the Product at the correct price or cancelling the order. If the Consumer cannot be reached using the contact details he/she provided during the order process, the order will be treated as cancelled and the Consumer will be notified in writing. In this case the Agreement will be cancelled and the payment made by the Consumer will be refunded.

7.2 Wynand Fockink may change prices for Product(s) from time to time, but changes will not affect any order which has been confirmed with a Dispatch Confirmation.

7.3 The price of a Product as stated on the Site includes VAT and excise duty at the applicable current rate chargeable in The Netherlands.

7.4 The price of a Product does not include delivery charges. Delivery charges are listed on the invoice.

ARTICLE 8 - BUSINESS CUSTOMERS

If the Consumer is purchasing goods on behalf of a business, the Consumer confirms that he/she has authority to bind the business on whose behalf the Consumer purchases Product(s) on the Site. Furthermore, The Consumer commits the business for which the purchases are made not to re-sell the Product(s). In case of doubt Wynand Fockink has the right to decline/cancel an order or to maximize the quantity of ordered Products.

ARTICLE 9 - RIGHT OF WITHDRAWAL

9.1 When purchasing Product(s), the Consumer has the right to dissolve the Agreement during a period of 14 days in which the Consumer may assess if the ordered Product(s) meet(s) his/her expectations. This withdrawal period commences on the day the Consumer receives his/her order.

9.2 In case the Consumer wants to exercise his right to dissolve the Agreement the Consumer should inform Wynand Fockink unequivocally within the withdrawal period as stated in article 9.1. In case the Consumer informs Wynand Fockink by e-mail, Wynand Fockink will endeavour to respond to the Consumer's withdrawal request as soon as possible and in any event within 2 working days of receiving his/her email. The Consumer is not obliged to state his/her reasons for dissolution.

9.3 The Consumer shall return the Product(s) as soon as reasonably practicable, but no later than 14 days after giving notice of withdrawal as stated in article 9.2, in the original state and packaging. During the withdrawal period the Consumer will handle the Product(s) with care. Unless the Product(s) are faulty or not (as) ordered the Consumer will bear the costs of returning the Product(s). Refunds occur with the same payment method as used for purchasing the Product(s).

9.4 The Consumer will receive a full refund of the amount he/she paid for the Product(s) including any applicable charges paid for delivery of the Product from Wynand Fockink to the Delivery address. The refund will be processed as soon as possible and, in any case, within 14 days of the day on which the Consumer gave Wynand Fockink notice of withdrawal as described in article 9.2.

WYNAND FOCKINK

- AMSTERDAM ANNO 1679 -

ARTICLE 10 - DELIVERY

10.1 The estimated delivery date is stated in the Dispatch Confirmation. Delivery will be completed when the delivery provider delivers the Product(s) to the Delivery Address in the Netherlands as provided by the Consumer in the order.

10.2 The Delivery provider will ask for a signature of the Consumer or a designated other recipient.

10.3 If delivery is (partially) delayed or cannot be implemented, the Consumer will be informed about this at the latest 30 days after the order was placed. In this case, the consumer has a right to dissolve the Agreement. Following partial dissolution Wynand Fockink will refund the total amount paid for the Product(s) which are not delivered, or in case of dissolution of the entire Agreement, Wynand Fockink will refund the total amount paid by the Consumer including delivery charges.

10.4 The risk of damage and/or loss of products rests upon Lucas Bols until the moment of delivery to the Delivery Address.

ARTICLE 11 - PAYMENT

Product(s) can be paid by using iDeal, PayPal or a credit card (MasterCard or Visa). Payment of the Product(s) and all applicable delivery charges takes place in advance. The Consumer will receive the invoice by e-mail.

ARTICLE 12 - COMMUNICATIONS

If Wynand Fockink has to contact the Consumer or give him/her notice in writing, Wynand Fockink will do so by e-mail or by pre-paid post to the Delivery Address, or if different, the contact address you provide in your order. Please note that any notice given by the Consumer to Wynand Fockink, or by Wynand Fockink to the Consumer, will be deemed received and properly served 24 hours after an e-mail is sent or 3 days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail that such e-mail was sent to the specified e-mail address of the addressee.

ARTICLE 13 - COMPLAINT PROCEDURE

13.1 Complaints about Product(s) or the service of Wynand Fockink should be submitted in writing by sending an e-mail to: contact@wynand-fockink.nl or by sending a letter to: WF Webshop – Pijlsteeg 31 1012 HH AMSTERDAM. Wynand Fockink will endeavour to respond to complaint as soon as possible and in any event within 2 working days of receiving the Consumers email or letter.

13.2 If it is anticipated that a complaint will require a longer processing time, then Wynand Fockink will confirm receipt of the complaint and will reply more elaborate within 14 days after receipt.

ARTICLE 14 - AMENDMENT

Every time the Consumer orders Product(s), the Terms and Conditions of Sale in force at that time will apply to the Agreement between the Consumer and Wynand Fockink. Wynand Fockink may amend these Terms and Conditions at any time. Therefore every time the Consumer wishes to order Product(s), he/she should carefully read the Terms and Condition of Sale as provided by Wynand Fockink during the ordering process.

ARTICLE 15 - OTHER IMPORTANT TERMS

16.1 Wynand Fockink may transfer its rights and obligations under an Agreement to another organisation, but this will not affect your rights or its obligations under these Terms and Conditions of Sale.

WYNAND FOCKINK

- AMSTERDAM ANNO 1679 -

16.2 Each of the paragraphs of these Terms and Conditions of Sale operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

16.3 These Terms and Conditions of Sale are governed by Dutch law. This means an Agreement for the purchase of Product(s) through the Site and any dispute or claim arising out of or in connection with it will be governed by Dutch law. The Consumer and Wynand Fockink agree that the courts of Amsterdam, The Netherlands, will have exclusive jurisdiction.