

- **GENERAL TERMS AND CONDITIONS E-COMMERCE**

We greatly appreciate your choice to become a customer of Ochama and enjoy our products and services! We hope every product we sell shall be of the highest quality. Of course, if you have bought a product that does not meet the highest quality or your expectations, we will be more than happy to solve this for you.

For the reason of keeping our planet beautiful and green, customers are more than welcome to return the product at the Pickup Shop, as this will be much faster and much more environmentally friendly. If you are not nearby the Pickup Shop, it is no problem! Please let us know via customer service, and we will guide you at our utmost haste.

These General Terms and Conditions are applicable to contracts with consumers (B2C) and contracts with customers, not being a consumer (B2B). These General Terms and Conditions are in addition to Dutch mandatory law protecting the rights of consumers, and are not in deviation thereof. In the event of a conflict between any provision of these general terms and conditions and Dutch mandatory law protecting the rights of consumers, the provision which is more favorable to the Consumer will prevail.

- **ARTICLE 1. DEFINITIONS**

1.1 In these general terms and conditions, the following definitions apply:

After Sales Policy	the policy provided in Appendix 1 detailing conditions regarding returns and refunds Points;
Consumer	a natural person who is not acting in the context of practicing a profession or carrying
Contract	each and every agreement between Ochama and the Customer, concerning the deliver Customer, as well as any change therein or amendment thereto, as well as any (legal) execution of such agreement;
Customer	any person or legal entity that places an order with Ochama, with which Ochama has with which Ochama is in the process of discussing or negotiating the possible conclus which Ochama has made an offer;
Day	a calendar day;
Distance Contract	a contract between Ochama and the Consumer whereby, in the context of a system or distance selling of Products and/or services, only one or more type(s) of distance com up to and including the moment of conclusion of the contract;
General Terms and Conditions	these general terms and conditions;
Member Agreement	the agreement by virtue of which the Customer is a member of Ochama, including the and Conditions;
Ochama	the legal entity identified in Article 2 of these General Terms and Conditions and/or a affiliated therewith;

Pickup Shop	establishment of Ochama where Products can be collected and returned;
Points	the point that accumulates on the Membership Card in accordance with the Special Te
Products	any products and/or other items delivered or to be delivered by Ochama to the Custom
Right of Withdrawal	the right that the Consumer has within the Withdrawal Period to cancel the Distance C
Special Terms and Conditions	the special terms and conditions regarding memberships, coupons andPoints;
Standard Withdrawal Form	the European Standard Withdrawal Form included in Appendix II;
Website	the website with the address https://www.ochama.com , or any other website of Ochan application (App);
Withdrawal Period	the term within which the Consumer may exercise the Right of Withdrawal.

- **ARTICLE 2. IDENTITY OF OCHAMA**

2.1 Name of Ochama: JINGDONG RETAIL (NETHERLANDS) B.V.

Business address: Da Vincistraat 5, 2652 XE Berkel en Rodenrijs, the Netherlands

Visiting address:

- Vierhavensstraat 29, 3029 BB Rotterdam
- Betaplein 22, 2321 KS Leiden
- Diemerplein 204-206, 1111 JD, Diemen
- Hammarskjoldhof 54, 3527 HE, Utrecht

Telephone number: +31 0 800 020 0269

Email address or other electronic communication means with the same functionality as email:
support@ochama.com.

Chamber of Commerce number: 80456774

VAT identification number: NL 8616.78.370.B.01

- **ARTICLE 3. APPLICABILITY**

3.1 These General Terms and Conditions apply to and form an integral part of every offer, quotation, proposal,

order confirmation of Ochama and any Contract between Ochama and the Customer, including Distance Contracts, governing the legal relationship concerning the delivery of a Product by Ochama to the Customer, unless Ochama and the Customer have explicitly agreed in writing otherwise.

3.2 Ochama requires that the Customer is a member of Ochama by virtue of a valid Member Agreement. Without a valid Member Agreement it will not be possible for the Customer to make use of the Website and/or to conclude a (Distance) Contract with Ochama.

3.3 The Customer is advised to read these General Terms and Conditions carefully before entering into a Contract with Ochama.

3.4 The Website and these General Terms and Conditions are available in Dutch and English and can be consulted and downloaded on the Website at the following address: www.ochama.com.

3.5 Customer accepts the applicability of the General Terms and Conditions through the sole fact of enquiring and/or ordering from Ochama.

3.6 The applicability of purchase conditions or other (general) conditions of the Customer are explicitly excluded and rejected, unless these are accepted in writing by Ochama in respect of any specific transaction.

3.7 Ochama may subcontract any (part of the) performance under the Contract to a third party. Ochama remains responsible to the Customer for the execution of the Contract, including for the performance by third parties in the same way as Ochama would be under these General Terms and Conditions and the Contract as if Ochama would have performed the Contract itself, unless the Customer has instructed the (use of the) third party.

• **ARTICLE 4. THE OFFER AND CONCLUSION OF A CONTRACT**

4.1 All offers or quotations issued or made by Ochama are without any obligation for Ochama, unless stated otherwise in writing.

4.2 Ochama is not bound by any offer or quotation if the Customer can reasonably understand that the offer or quotation, or a part thereof, contains a mistake or a clerical error.

4.3 Any offer or quotation, even if it is irrevocable, may be withdrawn by Ochama, if the withdrawal reaches the Customer before or at the same time as the acceptance of the offer.

4.4 A Contract, as well as modifications and additions thereto, is concluded at the moment when accepted or confirmed in writing by Ochama or after Ochama started to perform the Contract.

4.5 If the reply to an offer by the Customer differs or contains additions, limitations or other modifications from the offer of Ochama (whether or not the difference/addition/limitation/modification pertains to points of minor significance), Ochama shall not be bound by the difference, additions, limitations or other modifications, unless Ochama states explicitly otherwise in writing.

4.6 If Ochama provides an offer or quotation consisting out a certain amount or range of Products, the quotation shall only apply if the Customer accepts the offer in full and takes delivery of the full range and number of Products. If the Customer only wants a part and/or not the complete number or range of offered Products, the price per Product shall be higher than a corresponding proportion of the quoted price, unless Ochama stated explicitly otherwise in writing in its offer or quotation.

4.7 Documentation materials in or accompanying any offer or, quotation in any form, are, unless stipulated otherwise in writing, for information purposes only and shall not be binding to Ochama. Ochama will observe the utmost care in providing any statements of prices, numbers, sizes, weight, colours, pictures and/or other (technical) specifications of the Products. Documentation, samples, drawings or models shown or provided are

only indications of the Products concerned, and the Customer cannot derive any rights therefrom. Ochama does not guarantee the absence of any deviations. Ochama makes a reservation with regard to in the branch usual margins.

4.8 Offers and quotations of Ochama, and or any agreed deviations or additions thereto, do not automatically apply to future orders. The Customer cannot derive any rights from any offers, quotations and/or any agreed deviations or additions thereto, for other and/or future transactions.

4.9 Within the statutory parameters, Ochama may ascertain whether the Customer is capable of meeting his payment obligations and may also apprise itself of all facts and factors that are relevant to entering into a Distance Contract in a responsible manner. If, based on this investigation, Ochama has good reasons for not entering into a Distance Contract, it will be entitled to refuse an order or a request, which refusal must be substantiated, or it may apply special conditions to the execution of an order or a request.

4.10 In the event one or more Products are unavailable once the order has been placed, Ochama will inform the Customer as soon as possible. The price of the order will be recalculated and the Customer will be debited the new amount, with the price of the unavailable item deducted. In case the Customer already made a payment, Ochama will refund the excessive amount without undue delay.

4.11 The Customer is solely responsible for the correct and complete provision of information necessary for Ochama to accept and complete the order, including but not limited to information about Customer's address, payment details and Contract information and the timely supply thereof. Ochama cannot accept any liability for any error or inaccuracy in a Customer's order.

• **ARTICLE 5. TERMS OF DELIVERY**

5.1 The delivery time commences on the date the Contract is effectuated. If Ochama requires data or other information for the execution of the Contract that needs to be provided by Customer, the delivery time shall not commence until the Customer has provided to Ochama all required data or information, if this is later than the date of effectuation of the Contract.

5.2 At all times, Ochama shall be entitled to deliver the Products in instalments. In the event of a delivery in instalments, Ochama shall be entitled to invoice each partial delivery separately.

5.3 The Product can be sent by Ochama to the Customer or be picked-up by the Customer at the location agreed when concluding the Contract.

5.4 If the Product is to be delivered by Ochama at the address of the Customer, the delivery location is the address that the Customer has made known to Ochama. Ochama delivers in the Netherlands. Ochama reserves the right to suspend or cancel the order if a delivery address has been submitted which is not located in the Netherlands.

5.5 With regard to Customers, not being Consumers, delivery of the Products shall be Ex Works (EXW) warehouse Ochama in the Netherlands, in accordance with the most recent Incoterms of the International Chamber of Commerce in force at the time when the Contract is concluded, unless Ochama and Customer agreed otherwise. Delivery shall be deemed to have taken place at the time where the Products are made available to the Customer. Unless parties agreed otherwise in writing, all Products shall be transported for the account and risk of the Customer, even if Ochama has arranged the transport and/or where the dispatch is made carriage paid.

5.6 If the Customer, not being a Consumer, fails to collect the Products in full or in time or fails to provide information or instructions necessary for the delivery, (i) the Customer shall be in default without any notice of default being required and (ii) Ochama is entitled to store the Products at the expense and risk of the Customer

or to sell them to a third party.

5.7 In case it concerns a Distance Contract, the following will apply. Taking into consideration Article 4 of these Conditions, Ochama will endeavour to implement accepted orders with efficient expedition, though at the latest within thirty (30) Days, unless a different period of delivery has been agreed. If delivery suffers a delay, or if the delivery cannot be implemented, or only partially, the Consumer will be informed about this. In this case, the Consumer has a right to rescind the Contract free of charge.

5.8 Ochama may make a self-pickup counter (Self Pickup Counter) available for the delivery of Products to the Customer. The Customer is entitled to choose Self Pickup if such service is available, which will be shown on the page of ordering process. The following conditions apply to the use of the Self Pickup Counter:

- a. The Customer will receive a notification when the Products are ready for collection by the Customer by means of the Self Pickup Counter (Pickup Notification).
- b. The Products are deemed delivered to the Customer when the Products are released by the Self Pickup Counter at the moment of collection. Once the Products are released, the Products are for the account and risk of the Customer and Ochama cannot be held liable for any loss or destruction of the Products as of that moment.
- c. Ochama has the right to cancel the order in case the order has not been collected by the Customer within the timeslot chosen by the Customer when ordering the Product. If Customer has not collected Perishable goods within opening hours of the Pickup Point on the date and place chosen by Customer due to Customer's reason, Ochama has the right to cancel the order and charge a cancellation fee considering the perishable nature of such goods. If not collected on time, such Perishable goods will be wasted and can not be resold. Therefore, Customers will not receive a (full) refund for this type of Order in this case.
- d. The Products that are collected by the Customer may not be returned by means of the Self Pickup Counter. Products may be returned in accordance with the return policy stipulated in the various applicable conditions and policies.
- e. The Customer shall use the Self Pickup Counter in accordance with the instructions displayed on the Self Pickup Counter. The Customer shall in any event:
 - (i) Not climb on the Self Pickup Counter;
 - (ii) Not damage the Self Pickup Counter, by using force or in any other way;
 - (iii) Not place any goods in the Self Pickup Counter;
 - (iv) Keep children and pets close when using the Self Pickup Counter and prevent children and pets from climbing on the Self Pickup Counter or in any container which is part of it;
 - (v) Not place any items in front of or close to the Self Pickup Counter that may interfere or in any other way hinder the functioning of it.
- f. To the extent permitted by law, Ochama cannot be held liable by the Customer for the Self Pickup Counter not functioning properly (irrespective of the reason thereof i.e. power cut, flood, other internal or external causes) and/or for any possible damages the Customer suffers as a result of the use of the Self Pickup Counter.

• **ARTICLE 6. PRICES**

6.1 All prices for the Products presented on the Website or otherwise, are in Euros, net cash, without reduction and are inclusive of VAT, unless stated otherwise by Ochama in writing. Prices do not include shipping charges, which are invoiced in addition to the prices of the Products.

6.2 Ochama is entitled to modify the indicated prices at any time, before the conclusion of the Contract.

6.3 All cost estimates issued by Ochama shall be merely indicative, except where specified otherwise in writing

by Ochama.

6.4 If a Contract is entered into and no definite price has been agreed upon, the Contract will be executed at the prices for the Product which are valid at the time of the conclusion of the Contract.

6.5 Any changes in factors affecting the price for the Products after the conclusion of the Contract will be recharged by Ochama to a Consumer, even if parties agreed upon a fixed price, provided that such changes are the result of statutory regulations or stipulations; and the Customer is authorized to terminate the Contract on the day on which the price increase takes effect.

6.6 Any changes in factors affecting the price for the Products or Ochama's additional costs, including, but not limited to purchase prices, exchange rates, import and export duties and other levies due upon import or export, insurance rates, freight rates and other levies or taxes after the conclusion of the Contract will be recharged by Ochama to a Customer, not being a Consumer, even if parties agreed upon a fixed price. In case the consequence of this provision causes a price increase of more than 10% within three months after the conclusion of the Contract, the Customer has the right to cancel the relevant parts of the Contract by registered mail within five (5) Days upon notification of the price increase without being entitled to any damage compensation.

6.7 A Customer, not being a Consumer, shall indemnify Ochama against all damage, loss and/or cost that may ensue for Ochama from the fact that the Customer is not properly registered for VAT or similar tax purposes and/or that the Customer has issued incorrect data or has not on time issued data to Ochama.

• **ARTICLE 7. PAYMENT**

7.1 Insofar as not otherwise stipulated in the Contract or additional conditions, the amounts owed by the Customer must be paid within fourteen (14) Days following the commencement of the Withdrawal Period or, if no Withdrawal Period does apply, within fourteen (14) Days following the conclusion of the Contract.

7.2 Ochama may require an advance payment up to 50% of the price from the Consumer, or 100% from the Customer, not being a Consumer. If an advance payment has been agreed, the Customer may not assert any right regarding the execution of the order in question or the service(s) in question before making the agreed advance payment.

7.3 The following payment methods are accepted by Ochama: Credit cards and Ideal and any other payment method available on the payment page when the Product was ordered.

7.4 All outstanding amounts are immediately due and payable in the event of late payment of an agreed period or if the Customer becomes bankrupt.

7.5 If the Customer fails to fulfil its payment obligations on time, the Customer, after having been informed by Ochama of the late payment and after Ochama has granted the Customer an additional term of fourteen (14) Days to fulfil its payment obligations and the Customer still fails to fulfil its payment obligations within this additional term of fourteen (14) Days, will owe statutory interest on the amount still owed and Ochama will be entitled to charge the extrajudicial collection costs that it incurs. These costs are: 15% regarding an amount up to € 2,500,-; 10% regarding the following € 2,500,- and 5% regarding the following € 5,000,- with a minimum of € 40,-.

7.6 If the Customer fails to meet its payment obligations (in time), Ochama may assign the relevant claim to a third-party.

• **ARTICLE 8. RETENTION OF TITLE**

8.1 Notwithstanding the actual delivery, all Products delivered by Ochama shall remain the property of Ochama until such time, and the title to the Products will pass to Customer only after the Customer has fully paid any amounts in connection with Products delivered or to be delivered due to Ochama, including the Contract sum,

any surcharges, interest, taxes and expenses that may be due in accordance with the Contract or these Terms and Conditions as well as any activities that may have been performed or are to be performed by virtue of such Contract. The Products delivered subject to retention of title will be for the account and risk of the Customer.

8.2 As long as the title to the Products has not passed to the Customer, the Customer shall not be entitled to lease, rent out or sell and deliver the Products to third parties or have third parties use them, to pledge them or otherwise encumber them in any way or position them out of control.

• **ARTICLE 9. GUARANTEE AND COMPLAINTS**

9.1 Customers may be entitled to a full payment of Customer's purchase of the Product if Customers request for refund within Ochama Fresh Goods Guarantee after receiving fresh Products that all have quality problems.

9.2 Customer may be entitled to only a partial refund of Customer's purchase, if the Product has not been damaged in full, with sufficient proof of the amount of the damage.

9.3 Under this limited guarantee, Ochama warrants that each Product that Customer purchases will be free from workmanship and material defects under normal usage in accordance with Ochama published Product materials during the warranty period. Ochama's published Product materials include but are not limited to, the information and description on the commodity details pages, user manuals, guidelines, specifications, in-app and on-website notifications, and service communications. The warranty period for a Product starts on the day the Product is delivered and ends two years after delivery.

9.4 If Customer's Product does not function as warranted during the warranty period, Customer may obtain after-sales service by arriving at the local Pickup Shop in the Netherlands. Also Customer can report the issue to Ochama online customer service and we will process trouble shooting and guild Customer the after sales service. Please note that the refund method for the Product will be the same as the method that is used in the ordering process (right of withdrawal). Customer will need to provide the Products, and as far as reasonably possible the original packages, for the warranty service.

9.5 The Customer is required to inspect, or to have inspected, the Products as soon as the Products are placed at the Customer's disposal. In addition, the Customer must examine whether the quality and/or quantity of the delivered Product(s) matches the Contract and complies with the requirements agreed by parties.

9.6 The Customer must notify Ochama immediately in writing or by sending an e-mail to support@ochama.com about any complaints concerning the Products. Any notification of a shortcoming/defect/complaint of the Customer should contain a description with the purchase order, the delivery date, a copy of the regarding invoice, the serial number of the Product and the nature of the shortcoming/defect/complaint as detailed as possible so that Ochama can respond adequately ('Notification').

9.7 Ochama will attempt to diagnose and resolve Customer's problem by telephone and e-mail. If Customer's problem cannot be resolved over telephone or email, Ochama will guide Customer to the after sales procedure and depending on the situation, will start the repair replacement, or refund process.

9.8 In case of visible deficiencies in the Product and/or failing quantities of the Product, the Customer must submit the Notification as mentioned in Article 9.6 of these Terms and Conditions, to Ochama in writing as soon as possible. Customers, not being Consumers, should do this within fourteen (14) Days after delivery of the Product and record these deficiencies and/or shortfalls on the relevant transport document. For all other defects or complaints with regard to the Product, the Customer, not being a Consumer, must submit a Notification to Ochama in writing immediately, or in any case within the time limit of fourteen (14) Days after the date on which the complaints, shortcomings and/or defects became known or might reasonably have been expected to become known to the Customer.

9.9 If it is established that a complaint cannot be substantiated by the Customer or if the if the complaint falls outside the scope of the warranty, the costs arising from the complaint and related thereto, including the costs for examination on the part of Ochama, shall be fully borne by the Customer, not being a Consumer, including administration costs, shipping costs and call-out charges. If it is established that a complaint cannot be substantiated or if the complaint falls outside the scope of the warranty, Ochama shall invoice the costs of any Product and the rectification of defects, that fall outside the scope of the warranty in accordance with its standard rates.

9.10 No warranty can be invoked in case of:

- a. External and internal damage caused by non-Product defects. Include but not limited to, operational error;
- b. Damages caused by improper installation, incorrect usage, or operation not in accordance with official manuals and instructions;
- c. Damage caused by the issues of reliability or compatibility when using unauthorized third-party parts;
- d. Damage by non-Ochama software programs, whether provided with the Product or installed subsequently;
- e. Damage resulting from non-Ochama technical or customer service support, for example, received the assistance with “how-to” questions or inaccurate Product set-up and/or installation;
- f. Products or parts with an identification label that has been removed or altered;
- g. Damage caused by unauthorized modification, disassembly, or cover opening not in accordance with official instructions or manuals;
- h. Damage caused by unauthorized modification of circuits and mismatch or misuse of the battery and charger;
- i. Damage caused by unauthorized service providers.

9.11 In Appendix I, additional information is provided on the after sales process and refunds of paid amounts and Points. Additional rules may also apply on the basis of the Special Terms and Conditions.

- **ARTICLE 10. COMPLIANCE WITH THE CONTRACT AND ADDITIONAL GUARANTEE**

10.1 Ochama guarantees that the Products comply with the Contract, the specifications stated in the offer, reasonable requirements regarding reliability and/or usability and the statutory provisions and/or government regulations in force on the date on which the Contract was concluded. If so agreed, Ochama also guarantees that the Product is suitable for other than normal use.

10.2 An additional guarantee provided by Ochama may never limit the legal rights and claims that the Consumer may enforce against Ochama by virtue of the Contract if Ochama fails to perform its part of the Contract.

10.3 An additional guarantee means each obligation assumed by Ochama under which Ochama grants the Customer certain rights or claims that, in terms of scope, exceed those that Ochama is required to grant by law if it has failed to perform its part of the Contract.

- **ARTICLE 11. INTELLECTUAL PROPERTY**

11.1 The Website and all the elements, brands, drawings, models, photographs, texts, illustrations, logos, icons, graphics, products, associated products, etc. to be found on the Website are the exclusive property of Ochama, its affiliated companies, its licensors or its content providers. Ochama does not grant any license or any entitlement to Customers or any third parties other than that of consulting the Website. Any use or reproduction, in whole or in part, of these elements is authorized exclusively for information purposes only, for personal and

private use, with any reproduction and any use of copies made for other purposes being expressly prohibited.

11.2 Customer undertakes not to infringe or to attack Ochama's (intellectual property) rights in any way, directly or indirectly, by use or otherwise and acknowledges that Ochama is the beneficiary with regard to these rights.

11.3 Customer shall ensure that all information received from Ochama that is known or should reasonably be known to be of a confidential nature is kept secret and Customer will not disclose any of such information to any third party. The Customer shall only use such confidential information for the purpose for which it has been provided by Ochama. Information shall in any event be regarded as confidential if it is designated as such by Ochama.

• **ARTICLE 12. LIABILITY AND INDEMNITY**

12.1 Without prejudice to any rights Consumers might have, and to any restrictions imposed on the limitations of liability stated below by the laws of Consumer's country of domicile and thus to the extent permitted by law, the liability of Ochama is limited in the following way.

12.2 Ochama will not accept liability for:

- a. any interruption to the Website;
- b. any damage or loss resulting from a fraudulent intrusion by a third party, causing any change to the information made available on the Website;
- c. non-fulfilment of orders due to stock shortages;
- d. Products not obtained via the Website;
- e. Products damaged by normal wear and tear; or
- f. Products that have exceeded the reasonable lifespan of the Product.

12.3 Without prejudice to Article 12.1 and Article 12.2 and to the extent permitted by law, any liability on the part of Ochama for an attributable failure to comply with any of its obligations under any Contract and/or these Terms and Conditions, explicitly including any failure to comply with a warranty obligation agreed with the Customer, based on a tort, or due to any other reason or on any other ground, shall in all cases be limited to the amount that Ochama receives from its insurer under its commercial liability insurance in relation to the damage for which Customer has held Ochama liable.

12.4 Without prejudice to Articles 12.1, 12.2 and 12.3 and to the extent permitted by law, if no insurance payments are made in relation to the damage in question, the total liability of Ochama shall to the extent permitted by law, in all circumstances be limited to the price of the Product paid by the Customer.

12.5 In no circumstances will Ochama be liable to Customer for any special, consequential, indirect, criminal or incidental loss, including but not limited to losses caused by delays, lost profits, lost savings, increased operational costs, damages or loss as a result of claims from Customer's customers, loss of customers, loss of goodwill, damages or loss in connection with the use of items, materials, services provided by third parties that Ochama is instructed to obtain by the Customer and damages and loss in connection with the engagement of third parties by Ochama on the Customer's instruction etc., howsoever caused, regardless of the basis of liability, and regardless of whether it was advised in advance of the possibility of such damages arising in any way from the Contract or otherwise. The liability of Ochama due to destruction or loss of data is also excluded.

12.6 The restrictions and exclusions referred to in Article 12.2 up to and including Article 12.5 above shall no longer apply if and in so far as the damage in question is solely caused by an intentional act or gross negligence on the part of the management of Ochama.

12.7 Customer's right to any damage compensation is always conditional to the notification thereof to Ochama in writing immediately upon occurrence. Any claim for damages against Ochama is extinguished automatically by the mere passage of twelve months after the inception of the claim.

- **ARTICLE 13. FORCE MAJEURE**

13.1 If force majeure of a temporary or permanent nature prevents the Contract from being (further) implemented, Ochama is entitled to dissolve the Contract in whole or in part, without any obligation to pay compensation, or to suspend the (further) execution of the Contract. In the event of suspension, Ochama is still entitled to declare the Contract wholly or partially dissolved. If a force majeure situation occurs, Ochama immediately informs the Customer thereof and keep it informed of the development of the force majeure situation.

13.2 Force majeure is in any case understood to mean any situation in which Ochama cannot exercise any influence and as a result of which it cannot reasonably fulfill its obligations, as well as, if not already included, government measures, quotas, (industrial strike, (civil) war, danger of war, pandemics, epidemics, riot, occupation, illness, molestation, fire, water damage, flood) , company occupation, defective country, disruptions in the supply of energy, storage and transport difficulties, suppliers' default on the goods required for the delivery of Products from Ochama and furthermore all circumstances, in which there is no reasonable reason (anymore) Ochama can be expected to (further) fulfill its obligations towards the Customer.

- **ARTICLE 14. TERMINATION OF THE CONTRACT**

14.1 If the Customer fails to fulfil one or more of his obligations under the Contract or for other reasons, as well as when the Customer is declared bankrupt, or when the Customer otherwise loses the free disposal of his assets, Ochama is entitled – without prejudice to all other statutory and contractual rights of Ochama - to immediately suspend the Contract without notice of default and / or judicial intervention, or to rescind or terminate the Contract. Any and every amount owed by the Customer is immediately due and payable in full. Products that are already supplied by Ochama have been delivered but not yet paid for, must then be sent to Ochama to collect these Products, and without prejudice to the right of Ochama to compensation for damage, costs and interest.

14.2 If Ochama rescinds or terminates the Contract for reasons as stated in above Article 14.1, the Customer will have the opportunity to download its user account information and its membership information within 30 Days after Ochama's notice to you. In any other case, your user account information and membership information will be deleted after three years of inactivity. For more information on how your personal data is processed, we refer to our Privacy and Cookie Policy.

- **ARTICLE 15. MISCELLANEOUS**

15.1 The Customer shall not be entitled to transfer its rights and/or obligations under a Contract to any third party, without Ochama's prior written consent.

15.2 Ochama shall be entitled to alter these General Terms and Conditions and the Special Conditions or make any additions thereto unilaterally. Ochama shall notify the Customer thereof in writing. Unless: (i) the Customer informs Ochama in writing, that it does not accept the changes and/or additions within fourteen (14) Days after the date of the notification of Ochama; or (ii) the Customer continues making use of the Website, the Member shall have accepted such modifications and additions.

15.3 If, at any time, one or more provisions of these General Terms and Conditions are fully or partially void or voidable, the remaining provisions of these General Terms and Conditions will remain in full force and effect. In such an event, Ochama and the Customer will consult each other in order to agree on new provisions which are not void and voidable to replace the void or voidable provisions and which new provisions as closely as possible

corresponds with the void and voidable provision, whereby the intent and meaning of the original provisions shall be taken into account as far as possible.

15.4 Disputes between Ochama and the Customer to which these General Terms and Conditions apply are exclusively governed by Dutch law.

- **CONDITIONS THAT ONLY APPLY TO DISTANCE CONTRACTS**

ARTICLE 16. APPLICABILITY

16.1 In case of a Distance Contract in addition to the provision set forth in Article 1 up to and including Article 15 of these General Terms and Conditions the provisions set forth in Article 16 up to and including Article 22 of these General Terms and Conditions are equally applicable. In case of discrepancies between the first mentioned articles and the latter mentioned articles, the provisions laid down in the latter mentioned articles of these General Terms and Conditions shall prevail.

- **ARTICLE 17. DISTANCE CONTRACT: RIGHT OF WITHDRAWAL WITH RESPECT TO THE DELIVERY OF PRODUCTS**

17.1 When Customer purchases a Product at Ochama, Customer will have 30 days to decide whether to keep the Product or not for a non-food Product and 14 days for food Products (excluding fresh goods) after delivery. The Product to which a refund would apply should be taken care of and should be in like-new condition during the cooling-off period (check Point 1 below). If so, the Products can be applied for a return and refund process (check Point 2).

Below the Right of Withdrawal and its limitations are further specified with regard to different Product categories.

Point 1 Description of taking care of the products

During the Withdrawal Period, please handle the Product, the accessories, the price tag, and the original packaging with care. Unpacking or using the Product for essential inspection purposes is acceptable. This includes checking the Product quality and the appearance. The basic principle is to handle and inspect the Product as if it was being checked in the store. In case of handling the Product beyond the mentioned inspection handling and in case of Product depreciation, the Product will be considered as handled carelessly which may have as a consequence that no refund will be provided.

Customer will only be liable for a decrease in the value of the Product that is the consequence of the Product having been handled in a manner over and above the manner described above. Customer will not be liable for a decrease in the value of the Product if Ochama did not provide the Consumer with all of the information required by law regarding the Right of Withdrawal prior to or on the conclusion of the Distance Contract.

Point 2 Return and refund Product categories

Availability	Product categories	Description and examples
Available to apply for return and refund	The Products exclude below descriptions	Toys, clothes, suitcase, bag.

Unavailable to apply for return and refund	Customized Product (if this is not seller's error or quality problem)	Customized decorations, items, stickers.
	Digital content or tickets	Music or a video that cannot be withdrawn once it has streaming; Train tickets, telephone cards, concert ticket card has generated advantages for the Customer a refund be conditional upon Ochama charging an amount corresponding to the advantages to the Customer.
	Newspaper and magazine with subscriptions	Newspaper, magazine.
	Perishable goods (if this is not quality problem/seller's error)	Products that spoil quickly or have a limited shelf-life; goods guarantee out of expiration date; stored at improper seafood, plants, dairy, fruit, vegetable, frozen food, egg
	Services	Training, design, gift cards that are already provided.
	Health protection or hygiene Product after unsealed	Shampoo, hand sanitizer, toothpaste, toothbrush, dental supplies, baby wipes, facial cleansing cloths, toilet paper, alcoholic and non-alcoholic beverage, milk powder, un
	After activation or usage will largely cause Product depreciation	Used office supplies, used sandwich plastic bag, used tools are irrevocably mixed with other Products after delivery Product.
	Other Products that are unavailable to return or refund, of which the Customer has been customer support, or the policy, or the commodity details pages	

Punt 3 Toestand waarin het Product zich dient te bevinden

General standard of returning Products under good conditions	Product categories
<p>1. Like-new condition: During the cooling-off period, please handle the Product carefully, for examples keep the accessories, the price tag, the original packaging, the gifts from the order, the user manual, the repair card (if have), the without functional and appearance damage, dent, tear and wear, anti-counterfeiting still remains, entry of foreign bodies (water, oil, sand, etc.)</p> <p>2. The packaging of the Products: Some Products may require to keep the original packaging. The Products include but not limited to electronic Products, electrical appliances, lamps, the packages have high value, such as the</p>	The Products exclude below descriptions
	Customized decorations, items, stickers.
	Music or a video that cannot be withdrawn once it has started downloading or streaming; Train tickets, telephone cards, concert tickets; In case a Membership card has generated advantages for

<p>packaging of the watch, jewellery, computer, and laptop.</p> <p>3. The seal remains sealed:</p> <p>Health, hygiene, beauty Products, books, CDs are still sealed</p>	<p>the Customer a refund after Withdrawal may be conditional upon Ochama charging an amount corresponding to such advantages to the Customer.</p>
	<p>Newspaper, magazine.</p>
	<p>Products that spoil quickly or have a limited shelf-life; out of Ochama Fresh goods guarantee out of expiration date; stored at improper temperature. Such as seafood, plants, dairy, fruit, vegetable, frozen food, eggs, bakery.</p>
	<p>Training, design, gift cards that are already provided.</p>

• **ARTICLE 18. THE CONSUMER’S EXERCISE OF THE RIGHT OF WITHDRAWAL AND ASSOCIATED COSTS**

18.1 If the Consumer decides to exercise its Right of Withdrawal, the Consumer must, within the Withdrawal Period, use the Standard Withdrawal Form or another equal means of giving notice to Ochama that the Consumer is exercising this right.

18.2 The Consumer should return the Product or hand the Product over to Ochama or to an authorised representative of Ochama as soon as possible and in any case within fourteen (14) Days of the Day following the one on which the notice referred to in Article 18.1 was given. The Consumer does not need to do this if Ochama has offered to collect the Product. The Consumer will in any case have complied with the term for returning the Product if the Consumer returns the Product prior to the end of the Withdrawal Period.

18.3 The Consumer must return the Product and all accessories delivered in the original state and packaging if reasonably possible and in accordance with Ochama’s reasonable and clear instructions.

18.4 The risk and burden of proof with respect to the proper exercise of the Right of Withdrawal within the applicable period of time lies with the Consumer.

18.5 The Consumer will bear the direct costs of returning the Product. The Consumer will not be required to bear the costs of returning the Product if Ochama has not stated that the Consumer must bear these costs or if Ochama states that it will bear these costs.

• **ARTICLE 19. OBLIGATIONS OF OCHAMA IN THE EVENT OF WITHDRAWAL**

19.1 Ochama will send confirmation of receipt of the notice of withdrawal without delay after receiving this notice.

19.2 Ochama will reimburse all payments made by the Consumer, including any delivery costs charged by Ochama, for the returned Product without delay and in any case within fourteen (14) Days following the Day on which the Consumer gives notice that the Right of Withdrawal is being exercised. Unless Ochama offers to collect the Product, it may defer repayment until it has received the Product or until the Consumer has shown

that it has sent the Product back, whichever event occurs first. If the Consumer opted for a delivery method that was more expensive than the most inexpensive standard delivery method, Ochama will not be required to repay the additional costs of the more expensive method.

19.3 To effect repayment, Ochama will use the same method of payment that the Consumer used, unless the Consumer agrees to a different method. The repayment will take place at no cost to the Consumer.

• **ARTICLE 20. EXCLUSION OF THE RIGHT OF WITHDRAWAL**

20.1 Ochama has excluded the applicability of the Right of Withdrawal for the following Products and services, which means that the Consumer does not have a Right of Withdrawal in respect of the following:

- a. Products or services of which prices are subject to fluctuations on the financial market over which Ochama has no influence and which can occur within the Withdrawal Period;
- b. Contracts concluded during a public auction. A public auction is defined as a sales method whereby a trader offers Products, digital content and/or services at an auction, under the directions of an auctioneer, and whereby the successful purchaser is obliged to purchase the Products and/or services;
- c. Service Contracts, after performing the service in full, but only if:
 - (i) performance commenced with the express prior agreement of the Consumer; and
 - (ii) the Consumer has stated that it will lose the Right of Withdrawal as soon as Ochama has performed the Contract in full.
- d. Service Contracts for the provision of accommodation, if a specific date or period of performance is provided for in the Contract and other than for residential purposes, transport of goods, vehicle hire services, and catering.
- e. Contracts in connection with leisure activities, if a specific date or period of performance is provided for in the Contract.
- f. Alcoholic drinks whose price is agreed on entering into the Contract, but whose delivery can only take place after 30 days, and whose actual value is dependent on fluctuations of the market upon which the entrepreneur has no influence.
- g. Products manufactured in accordance with the specifications of the Consumer that are not prefabricated and that are manufactured on the basis of an individual choice or decision of the Consumer, or that are clearly personalised or intended for a specific person;
- h. The Contract for the provision of services in respect of the carriage/transport of Products;
- i. Products subject to rapid decay or with a limited shelf-life;
- j. Sealed Products that, for reasons relating to the protection of health or hygiene, are unsuited to returning and whose seal was broken subsequent to delivery;
- k. Products which are, after delivery, according to their nature, inseparably mixed with other items;
- l. Sealed audio/video-recordings and computer apparatus of which the seal was broken after delivery;
- m. After delivery of digital content other than on a material carrier, but only if:
 - a. the performance was begun with the express prior consent of the Consumer; and
 - b. the Consumer has declared that they lose their Right of Withdrawal once the entrepreneur has fully implemented the Contract;

n. Newspapers, periodicals or magazines, with the exception of subscriptions to these.

- **ARTICLE 21. ADDITIONAL OR DEVIATING PROVISIONS**

21.1 Additional or deviating provisions of these General Terms and Conditions may not be to the detriment of the Consumer and must be recorded in writing or in such a way that they can be stored in an accessible manner by the Consumer.

- **APPENDIX I: AFTER SALES POLICY**

Ochama guarantees that, subject to the following conditions, the available after sales service solutions, return and refund service, replacement service and repair service, can be requested. Please contact Ochama for more details. For refund service, Customer will be required to upload the proof of the issues (if available) in the refund order via Ochama system.

- **Return and Refund Service**

√ Within thirty (30) calendar days for non-food Products and fourteen (14) days for non-fresh food Products after receiving if the product has no manufacturing defect and is still in new or like-new condition.

√ Within Ochama Fresh goods guarantee for fresh Products, as specified below.

- **TYPES OF RETURN AND REFUND**

√ **Fresh Products having Product quality issues: e.g. meat, dairy Products, vegetable**

1. Refund period and condition: within Ochama Fresh goods guarantee or before the expiration date, whichever date is earlier.

2. Fresh good guarantee period:

- 4 days fresh guarantee Products: such as pre-packaged meat Products, dairy Products bread and toast salads, which can be stored for at least 4 days after delivery.
- 2 days fresh guarantee Products: such as fruits, fresh meat Products, vegetables, salad and steam meal, which can be stored for 2 days after delivery.
- 1 day fresh guarantee Product: such as pastries and cakes can be stored for 1 day after delivery

3. Please prepare:

- Fill in the refund reason;
- Submit some photos to proof that the Product which has been destroyed (e.g. thrown into a trash bin) cannot be eaten or used.

√ **Food Products (non-fresh Product): e.g. Product with sealed and like-new packaging such as: chips, drinks, packaged food**

1. Return period: within fourteen (14) days after receiving the Product.

2. Please prepare: the Product with the sealed original packaging.

√ **Non-fresh goods, normal Products (non-in-bulk Product) and large size Products (the longest length exceeds 54 centimetres and/or weight exceed 30 kilogram): e.g. furniture, electronic products**

1. Return period: within thirty (30) days after receiving the Product.

2. Please prepare:

- If available: the original packaging, the warranty card, the accessories, the price tag, etc.
- The serial number of the Product (if applicable, e.g. phone, television, computer).
- Please note: large size Products can only be transferred via home picked-up service.

√ Points will be returned to Customer's membership card if it is valid on the request of refund day;

√ Coupon will be returned to Customer's membership card if it is valid on the request of refund day;

√ Points and Coupon are split over the paid Products;

n. Newspapers, periodicals or magazines, with the exception of subscriptions to these.

EXCLUSION OF RETURN AND REFUND

In the following cases a return or refund can be refused:

- 1) It is requested beyond the Ochama Fresh Goods Guarantee for fresh Products, fourteen (14) days for food products, or thirty (30) calendar days for non-fresh products after receiving.
- 2) Perishable goods: Products that spoil quickly or have a limited shelf-life.
- 3) Sealed Products that are not suitable for return for reasons of health protection or hygiene and of which the seal has been broken after delivery.
- 4) A Product sent to Ochama for Return & Refund Service does not include all original accessories, attachments or packaging, or any item is not in new or like-new condition, i.e. with cracks, dents or scratches.
- 5) Products that are irrevocably mixed with other Products after delivery/unsealed.
- 6) Sealed audio, video recordings and computer software, the seal of which has been broken after delivery.
- 7) Newspapers, periodicals or magazines, with the exception of subscriptions.
- 8) Tickets: e.g. cinema ticket, transportation tickets, concert tickets, hotel tickets, car rental reservations, telephone cards, prepaid top-up cards cannot be exchanged or reimbursed.
- 9) A legal proof of purchase, receipt or invoice is not provided or is reasonably believed to have been forged or tampered with.
- 10) Fault or damage of the Product is caused by unauthorized use or modification of the Product, including exposure to moisture, entry of foreign bodies (water, oil, sand, etc.) or improper installation, improper operation or storage at improper temperature.

- 11) Product labels, serial numbers, waterproof marks, etc. show signs of tampering or alteration.
- 12) Damage is caused to the Product by uncontrollable external factors after delivery, such as fire, floods, high winds or lightning strikes.
- 13) If the credit or the coupon have already expired on the day of request for refund, the coupon and the credit will not be returned.

WARRANTY AND REPAIR

At present, Ochama mainly provides return service and for some Products also repair or replacement services. For specific rules, please refer to the commodity details pages or contact customer service.

Essential Information

√ Ochama will cover shipping costs for the return, repair or replacement shipment if the Product is defective or has Product issue within warranty.

√ Ochama will examine the returned Product(s) to identify the issue. If the issue qualifies for the service under this After-Sales Policy, Ochama will bear the cost of refund.

√ If Ochama determines that the issue is not covered by this Ochama After-Sales Policy, Ochama may reject the refund application or process partial refund.

√ Please make sure the Product is returned accordingly. The Customer is accountable for any additional costs (e.g. due to extra shipping costs for additional parts).

√ To guarantee Customer's legal rights, please check whether Customer's Product is intact (check whether any damage occurred on Customer's product during transportation) when signing for it, or check on the Product when Customer picked up at Ochama Pickup Shop. If the Product has quality issue or damage, please report it to us within three (3) days of signing for it, or report to the reception desk as fast as Customer can at Ochama Pickup Shop. Otherwise it will be deemed that the Product Customer signed up or picked up is intact and fully functional.

√ Before sending Customer's Product for repair or return, please remove any customized decorations and items on it (include but not limited to decorative stickers, paintings, thirty decorations, etc.). Ochama will not be responsible for the damage or loss that may occur to these customized decorations and items.

√ Return of wine: It is of course possible that the wine does not meet Customer's expectations. In such case, Customer can return the box (above 6 bottles per box) within 14 days in the Pickup Shop. Please be noted, maximum 1 bottle per box can be missing. The return is only accepted if the original packaging, including the wine label, is undamaged. If Customer choose to return via delivery, the cost of return will be shouldered by

Customer side.

√ Ochama will return the actual amount that Customer paid in the order if all the Products are returned intact. If only a part of the Products has been returned, Ochama may reject the full refund application.

√ Refund will be transferred via the same payment method that was used in the order.

√ Image shown on the commodity page is for illustration purposes only. Due to lighting and display differences, there may be colour differences on the actual Product. Please be aware that this is not a Product defect.

√ Fresh Products could be affected by factors such as season, climate, growth environment, etc., which could cause slight differences between batches.

APPENDIX II: STANDARD WITHDRAWAL FORM

Only complete and return this form if you wish to withdraw from the contract.

To: Da Vincistraat 5, 2652 XE Berkel en Rodenrijs

I / We* hereby give notice that I / we* withdraw from my / our contract of sale of the following goods / for the provision of the following service *,

Ordered on (*)/received on (*),

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

(*) Delete as appropriate.