

General Terms and Conditions

1. Article DEFINITIONS

- *Customer*: the buyer/client and natural person who does not act relating to his trade, business, craft or profession.
- *Reflection period*: a period of 14 days in which the Customer can use his Right of withdrawal.
- *Durable data carrier*: any means – also including e-mail – that enables the Customer or the Supplier to store information addressed personally to him in a way that makes future consultation or use possible during a period taking into account the aim for which the information is intended, and which allows the unchanged reproduction of the information stored.
- *Right of withdrawal*: the ability of the Customer to return the Product within the Reflection period of the Agreement.
- *Supplier*: The vendor/contractor and legal entity Aquacrafts (see Article entitled "COMPANY INFORMATION") which offers Products to Customers remotely.
- *Agreement*: an agreement that is made between the Supplier and Customer within the framework of an organised system for the remote selling of Products, in which one wholly or partly makes use of one or more Distance communication techniques until the conclusion of the contract is met.
- *Product*: DinghyGo craft, parts, accessories, services and digital content and access thereto.
- *Distance communication techniques*: a means to be used for concluding an Agreement, without the Customer and the Supplier having to be together in the same room.

2. Article APPLICABILITY

- 2.1. These Terms and Conditions apply to each of the Supplier's Offers, Products and to any Agreement between the Supplier and the Customer.
- 2.2. The text of these Terms and Conditions is made electronically available to the Customer in such a way that it can be stored on a Durable data carrier.

3. Article AGREEMENT

- 3.1. The Agreement will be established when the Supplier confirms the order of the Offer with the Customer.
- 3.2. The Supplier is able to find out – within the legal framework – whether the Customer is able to meet its obligations, as well as all facts and factors that are important to create a sound conclusion of the Agreement. If under this investigation the Supplier is justified in not entering into the Agreement, the Supplier is entitled to refuse an order, or to attach special conditions to the transactions.

4. Article RIGHT OF WITHDRAWAL

- 4.1. The Customer may terminate the Agreement concerning the order of the Offer during the Reflection period without giving reasons. The Supplier may ask the Customer about the reason for revocation, but may never oblige the Customer to give the reason.
- 4.2. The Reflection period starts within one day after the Customer or a pre-designated agent has received the order.

5. Article OBLIGATIONS OF THE CUSTOMER IN THE REFLECTION PERIOD

- 5.1. During the Reflection period, the Customer must handle the Products and their packaging with care. The Customer will only unpack the Product or use the Product to the extent that is necessary to establish the nature, characteristics and functioning of the Product. The premise here is that the Customer may use and inspect the Product as he would be allowed to do in a shop.
- 5.2. The Customer is liable for any decrease in the value of the Product that is a result of the way of handling beyond what is permitted in the paragraph above.

6. Article THE EXERCISE OF THE RIGHT OF WITHDRAWAL BY THE CUSTOMER AND THE COSTS OF EXERCISING THE RIGHT

- 6.1. If the Customer uses his Right of withdrawal, the Customer must communicate this to the Supplier through a Technique for distance communication within the Reflection period.
- 6.2. As soon as possible, but within 7 days after the communication about the withdrawal, the Customer must send the Product back or hand it over to the Supplier or parties authorised by the Supplier. The Customer has successfully met the withdrawal period when he has returned the Product before the Reflection period has ended.
- 6.3. The Customer must send back the Product, including all accessories, documentation and digital media in the original condition and packaging to the agreed return address in accordance with the instructions provided by the Supplier.
- 6.4. The risk and the burden of proof for the correct and timely exercise of the Right of withdrawal lies with the Customer.
- 6.5. The Customer shall bear the direct costs and risks of returning the Product.

7. Article OBLIGATIONS OF THE SUPPLIER CONCERNING WITHDRAWAL

- 7.1. The Supplier shall send an acknowledgment to the Customer after the notification of withdrawal has been reported electronically.
- 7.2. The Supplier shall reimburse the payment made for the Offer to the Customer within 14 days after the return receipt and the Product has been returned and inspected for any decrease in the value of the Product.
- 7.3. The Supplier shall use the same means of payment used by the Customer, unless otherwise agreed. The repayment of a standard banking transaction is free of charge to the Customer. The potential additional costs of different payment methods, including transaction, brokerage and exchange fees from credit card companies or other intermediaries, shall be borne by the Customer.

8. Article EXCLUSION OF THE RIGHT OF WITHDRAWAL

- 8.1. A Product that was manufactured and/or modified according to the specifications of the Customer that was not prefabricated and was manufactured on the basis of a choice of the Customer are excluded from the right of withdrawal. Adjustments made to the Product or optional accessories may decrease the value of the Product.
- 8.2. Products delivered outside of the European Union are excluded from the right of withdrawal.

9. Article OFFER

- 9.1. The offer is accessible via www.dinghygo.com or in a *Durable data carrier* format made available through a Distance communication techniques.
- 9.2. The offer is binding for the specified period, or for 14 days in the absence of a specified period under the condition that the Customer is creditworthy.
- 9.3. The offer contains a description of the Product offered. Any shown Product images and media are a true representation of the offer. Obvious mistakes, errors or models that are sold out in the offer are not binding to the Supplier.
- 9.4. The offer contains information on the rights and obligations associated with the offer.

10. Article PRICE

- 10.1. The prices of the Offer include statutory VAT and are valid for orders and deliveries to Customers who are residents of countries in the European Union, unless stated otherwise.
- 10.2. The Offer's export prices exclude VAT and costs of export and import, and are valid for orders and deliveries to Customers who are residents of the indicated countries outside the European Union, unless specified otherwise.

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10.3. The rates set out in the Offer are only valid for deliveries in the standard delivery areas of the carrier contracted by the Supplier. For deliveries outside these areas, additional costs may apply. Such additional costs shall be borne by the Customer.

10.4. During the period stated in the Offer the price will not be increased, except for price changes resulting from changes in VAT rates or variable rates of third parties that the Supplier has no control of or could not have foreseen.

11. Article PAYMENT

11.1. Payment of the order will be made by the Customer of the Offer on www.dinghygo.com through a chosen automatic transaction of the Price, including, if applicable, added agency fees and/or currency costs from a third party, or after accepting the invoice containing the bank account information of the Supplier for the purpose of a bank transfer made by and at the expense of the Customer.

11.2. If the Customer has not paid the Price owed within the applicable payment term, he is assumed to be in default by operation of law and the Supplier is entitled to charge the Customer statutory interest plus 1% a month on the amount owed, or to terminate the Agreement unilaterally.

12. Article DELIVERY TIMES

12.1. The delivery time is the amount of working days indicated in the Offer, counting from the date of receiving the payment of the full Price.

12.2. The listed delivery times are indicative average delivery times for the delivery of Products in stock, during standard office and transport hours.

12.3. The delivery time may be extended by delays caused by a. force majeure, b. goods, materials or parts that are out of stock, c. problems caused by temporarily unavailable production or transport resources and d. incidental, additional procedures, for example due to customs inspections or laws and regulations.

13. Article DELIVERY

13.1. Delivery of the ordered Product takes place Ex Warehouse in the Netherlands, unless otherwise agreed upon.

13.2. The place of delivery is the address provided by the Customer. The Customer shall bear the risk of delays and additional costs in the case of the Customer providing a wrong delivery address.

13.3. In the case of the Customer neglecting to accept the Product after dispatch, in spite of one or multiple delivery attempts, then the item or items concerned will be returned and/or stored at the risk and expense of the Customer.

13.4. The risk of damage to and/or loss of the Product remains with the Supplier until the moment of delivery to the Customer, or to a prior selected representative known to the Supplier, unless other commercial conditions, from the Incoterms 2010 rules, standardised by the International Chamber of Commerce (www.iccwbo.org), have been agreed upon.

14. Article FORCE MAJEURE

14.1. Force majeure is understood to be every circumstance beyond one's control as a result of which the execution of the Agreement is delayed or hindered, to the extent that such circumstances cannot be avoided by the Supplier, including, though not limited to: fire, flooding, storm, riots, political unrest, war, nuclear disasters and terrorist activities, and not on grounds of the law, the Agreement or social views on the Supplier's account.

14.2. Force majeure is likewise understood to be a delay caused by a late delivery of materials, if the delay is not caused by circumstances the Supplier should foresee or prevent or could have foreseen or prevented.

14.3. After termination of the Agreement because of force majeure, the Supplier has the right to receive a compensation for the costs incurred.

15. Article SECURITY RIGHTS

In the case of an Agreement between the Supplier and the Customer, the ownership of the ordered Product will not pass to the Customer before the moment at which the Delivery is accepted by the Customer and the full Price, including additional costs, if any, has been paid in full to the Supplier.

16. Article LIABILITY

16.1. The Supplier is liable for direct material damage on the side of the Customer in the case of a failure that can be attributed to the Supplier to a maximum amount of the agreed Price of the delivered Product.

16.2. The Supplier is not liable for damage or loss caused by the use of the delivered Product, or a failure to comply with the agreed obligations if such default is caused by Force Majeure.

16.3. The Customer is liable towards the Supplier for damage caused by attributable breach on the part of the Customer and parties associated with the Customer.

17. Article DISPUTES

For all disputes concerning the Agreement, Dutch law is applicable. Only a Dutch court is authorised to take cognizance of these disputes.

18. Article SUSPENSION AND TERMINATION

18.1. If one party fails to honour its commitment, the other party is authorised to suspend fulfilling the opposite obligation. In case of partial or inadequate fulfilment, suspension is only allowed insofar as the failure justifies suspension.

18.2. If one of the parties fails to fulfil an obligation under the Agreement, the other party is authorised to terminate the Agreement, unless the failure, given its special nature or minor significance, does not justify termination.

19. Article DEVIATIONS FROM THE CONDITIONS

Deviations from and additions to these general terms and conditions must be recorded on a Durable data carrier and must be available through Distance communication techniques.

20. Article CHANGE OF CONDITIONS

Changes of the conditions take effect immediately after the publication of the changes.

21. Article PROPERTY RIGHTS

All intellectual property rights, including the DinghyGo trademark, DinghyGo copyrights and DinghyGo patents are owned by the Supplier. All use of www.dinghygo.com or its content and the available DinghyGo documentation and digital media, including copying or saving such content and media in whole or in part, other than for personal and noncommercial use, is forbidden without the prior written consent of the Supplier.

22. Article COMPANY INFORMATION

Aquacrafts

Registered office:

Oeverloper 23

8532 BG Lemmer

The Netherlands

Chamber of Commerce no.: 01128420

VAT no.: NL110259701B01

Contact details:

E-mail: info@dinghygo.com

Telephone: +31(0)610509473

Internet: www.dinghygo.com

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23. Article WARRANTY

23.1. The Supplier guarantees that the delivered Product has properties which are needed for normal use, free from defects, taking all circumstances into account.

23.2. Taking the guarantees listed above in account, the Supplier guarantees the absence of structural defects that arise after delivery of the Product to Customers for a period of 12 months. For deliveries to Customers in EU countries the Supplier guarantees an additional period of 12 months.

23.3. The guarantee is valid after registration of the contact and address data of the Customer by the Supplier or its representative, along with the serial number (Watercraft Identification Number) of the delivered Product.

23.4. The Customer is entitled to the free repair of structural defects of the Product by the Supplier within the applicable warranty period. The warranty covers tears, porosity, rot and delamination of the material and releasing seams. Any transport costs are borne by the Customer.

23.5. The Customer is entitled to the free repair of structural defects and is entitled to the replacement of related components of the Product, including, but not limited to the sailing rig, seating, mast step board, daggerboard, rudder, hand pump and bags, this is valid within the first 12 months of the valid warranty period. Any transport costs are borne by the Customer.

23.6. The following Products are not covered by the warranty of the Supplier: outboard motors, generators, batteries, automatic inflation systems, climate systems, transom wheels and all other parts and accessories not manufactured or supplied by the Supplier.

23.7. The Supplier is not liable for defects arising from the nature and quality of materials used, but which do not affect the use of the Product, including but not limited to cosmetic discoloration and damage to the material surfaces such as tears, scratches, moisture blowing bubbles, bumps, potholes, other deformations, corrosion, fading, becoming dull, weather, fungus (mould), growth of underwater organisms, texture changes and the letting go of edges.

23.8. The Supplier is not responsible for defects (after delivery of the Product) that are caused by:

- Normal wear and tear, improper handling or ignoring user instructions, conditions and warnings listed in the user manual and instructional media.
- Misuse, abuse, negligence, including but not limited to improper mooring, trails, boating, too much pressure and too little pressure of the air chambers and causing holes, gaps, tears and excessive wear.
- Inaccurate, inadequate and overdue maintenance and the use of improper cleaning and maintenance products for the inflatable parts, including and not limited to strong solvents, thinners and silicone-containing agents.
- Use of an outboard motor, sail rig, rowing installation or other propulsion systems that have a higher power or weight than specified on the builder's plate or do not meet other requirements.
- Excessive load, including and not limited to the number of passengers and loading weight higher than specified on the builder's plate.
- Incorrect (de-) installation of the outboard motor, sailing and rowing (rig) equipment.
- Improper use of trailers, davits, garage or other methods of storage and transport facilities.
- Participating in or preparing for racing or other racing and competitive sports, the rental and lending of the watercraft and other commercial activities.
- Damage, wear, corrosion and rot caused by abnormal environmental conditions, including but not limited to water and air pollution, osmosis, fuels, acids, salts, resins, chemicals, electricity, radiation, combustion, rain, hail, storm and lightning.
- Loss, theft, collision, pests and accidents.
- Damage caused by force majeure, including but not limited to extreme hydro, wind or weather conditions.

- Changes to the Product made by third parties or by the Customer, or removing parts, or adding components or accessories not manufactured, supplied or approved by the Supplier.

23.8. Nor is the Supplier liable for any damage resulting from costs made by taking the watercraft out of the water, launching the watercraft, towing, mooring, cleaning, maintenance, storage, loading and unloading, transportation, travel, waiting, insurance, rent, research, insurance, communication, mediation, emergency or loss of income and time, and all other types of incidental or consequential damages.

23.9. Warranty claims must be made within the applicable warranty period as quickly as possible and no later than 7 days after the event of a possible defect of the Product by the Customer, reported through Distance communication techniques to the Supplier or its representative.

23.10. A warranty claim for a Product contains the contact details, including place of residence or address and email address of the Customer, the Watercraft Identification Number, a clear definition of the problem(s) including detailed photographs and / or videos of the defect and any suspected circumstances surrounding the problem and its cause.

23.11. The Supplier will assess the warranty claim as soon as possible and reply no later than 7 days via Distance communication techniques. When remote evaluation is not possible, the Customer will request the Supplier to have the Product inspected by the designated representative of the Supplier to offer any repairs if necessary.

23.12. Using the Product after discovery of a defect is the responsibility and risk of the Customer.

23.13. After assessment of the warranty claim, the Customer might ask the Supplier for permission to continue to use a Product with minor flaws temporarily, until the Customer is able to show the representative of the Supplier the watercraft for additional assessments, or repairs.

23.14. If possible, the Customer may request the Supplier or its representative to provide the necessary transportation for warranty inspection and / or repairs at the expense of the Customer.

23.15. The consequences of late complaints shall be at the risk and expense of the Customer.