

General Terms and Conditions of Equifunctional B.V.
– September 11, 2024 –

Private Limited Company Equifunctional B.V. (hereinafter: Equifunctional) is registered with the Chamber of Commerce in The Netherlands under number 78740096 and has its registered office at Onderweg 11 (4247 EJ) in Kedichem, The Netherlands.

Article 1 - Definitions

1. In these general terms and conditions, the following terms are used in the following sense unless explicitly indicated otherwise:
2. **Offer:** Any written offer to Purchaser to supply Products and Services by Equifunctional to which these terms and conditions are inextricably linked.
3. **Company:** The natural or legal person acting in the exercise of a profession or business.
4. **Purchaser:** The Company that enters into an Agreement (at a distance) with the Vendor.
5. **Consumer:** The natural person not acting in the exercise of a profession or business.
6. **Agreement:** The (distance) sales agreement for the sale and delivery of Products and/or services purchased from Equifunctional by the Purchaser and/or Consumer.
7. **Products:** The Products offered by Equifunctional are sales of articles for the purpose of riding saddles and related articles and are only sold to Buyers, being a business.
8. **Services:** The Services offered by Equifunctional are master classes and training courses relating to saddle fitting.
9. **Equifunctional:** The provider of Products and Services to Buyer and provider and actual supplier of products on The Webshop.
10. **The Website:** www.treeclix.com, www.shop.treeclix.com
11. **The Webshop:** a platform of Equifunctional for the sale of products offered by Equifunctional.
12. **Platform:** The Webshop is a platform for the of purchase of Products offered by Equifunctional.
13. **User:** the business customer, also called Buyer, of Equifunctional and user of the Webshop who, by means of an account, can use the Service, the Platform and the Webshop on which user can purchase Products from Equifunctional.
14. **Delivery:** of Products and/or Services by Equifunctional to User, Purchaser and/or Consumer.
15. **Underlying Agreement:** the agreement concluded between Equifunctional and User and/or Purchaser regarding the purchase of services/products from Equifunctional (purchase confirmation).

Article 2 - Applicability

1. These general terms and conditions apply to every Equifunctional offer and every agreement between Equifunctional and a Purchaser and/or Consumer and to every Product and/or Service offered by Equifunctional.

2. Before an Agreement (at a distance) is concluded, the Purchaser and/or Consumer will be provided with these general terms and conditions. If this is not reasonably possible, Equifunctional will indicate to Purchaser and/or Consumer how Purchaser and/or Consumer can inspect the general terms and conditions, which are in any case published on the website of Equifunctional, so that Purchaser and/or Consumer can easily save these general terms and conditions on a durable data carrier.
3. In exceptional situations, these general terms and conditions may be deviated from if explicitly agreed upon in writing with Equifunctional.
4. These general terms and conditions also apply to additional, amended and follow-up agreements with Purchaser and/or Consumer. Any general and/or purchase conditions are explicitly rejected.
5. If one or more provisions of these general terms and conditions are partially or fully void or annulled, the remaining provisions of these general terms and conditions shall remain in force and the void/annulled provision(s) shall be replaced by a provision with the same purport as the original provision.
6. Uncertainties about the content, explanation or situations not regulated in these general terms and conditions shall be assessed and explained in the spirit of these general terms and conditions.
7. Where reference is made in these general terms and conditions to she/he/him, this should also be construed as a reference to he/she/it, if and insofar as applicable.

Article 3 - The Offer

1. All offers made by Equifunctional are without obligation, unless explicitly stated otherwise in writing. If the offer is limited or valid under specific conditions, this will be explicitly mentioned in the offer. An offer only exists when it is made in writing.
2. The offer made by Equifunctional is without obligation. Equifunctional is only bound to the offer if the acceptance thereof is confirmed by the Purchaser in writing within 14 days, or if the Purchaser has already paid the amount due. Nevertheless, Equifunctional has the right to refuse an agreement with a potential Purchaser for a reason well-founded to Equifunctional.
3. The Offer contains an accurate description of the Product and/or Service offered with the corresponding prices. The description is detailed enough to enable the Purchaser and/or Consumer to make a proper assessment of the Offer. Obvious mistakes or errors in the Offer cannot bind Equifunctional. Any images and specific data in the Offer are only an indication and cannot be a ground for any compensation or dissolution of the Agreement (at a distance). Equifunctional cannot guarantee that the colours in the picture exactly match the real colours of the Product.
4. Delivery times and deadlines stated in Equifunctional's Offer are indicative and when exceeded do not give the Purchaser and/or Consumer the right to rescind or claim damages, unless explicitly agreed otherwise.
5. A compound quotation does not oblige Equifunctional to deliver a part of the items included in the offer or Offer at a part of the quoted price.
6. If and insofar as there is an offer, this does not automatically apply to repeat orders. Offers are only valid until stock lasts, and according to the 'sell by' principle.

Article 4 - Conclusion of the Agreement and the Underlying Agreement

1. The Agreement is concluded at the moment the Purchaser and/or Consumer has accepted an Equifunctional offer by paying for the Product and/or Service in question.
2. An Offer can be made by Equifunctional via the website, in writing via e-mail, social media or Whatsapp.
3. If the Purchaser and/or Consumer has accepted the Offer by concluding an Agreement with Equifunctional, Equifunctional will confirm the Agreement with the Purchaser in writing, at least by writing.
4. If the acceptance deviates (on minor points) from the Offer, Equifunctional is not bound by it.
5. Equifunctional is not bound by an Offer if the Purchaser and/or Consumer could reasonably have expected or should have understood that the Offer contains an obvious mistake or slip of the pen. Purchaser and/or Consumer cannot derive any rights from this mistake or slip of the pen.
6. The right of withdrawal is excluded for the Buyer being a Business.
7. If Purchaser wholly or partially cancels the order placed or the stated order, he shall be liable to pay Equifunctional all expenses reasonably related to the execution of the order/order (such as, among other things, the costs of preparation, orders placed with third parties, storage, commission). If agreed, Purchaser shall reimburse the full quotation amount.
8. The Underlying Agreement for Delivery is established at the moment that User finalises the agreement by clicking on the 'Order' button during the placement process of a service/product of Equifunctional through Equifunctional's Webshop.
9. Equifunctional will confirm the Underlying Agreement with the Equifunctional to user electronically at the e-mail address provided by the user.
10. The agreement can only be executed by Equifunctional if user has provided his/her contact and naw-data completely and correctly when planning the Service. User is obliged to report inaccuracies in the data provided immediately to the Equifunctional.

Article 5 - Execution of the Agreement

1. Equifunctional shall execute the Agreement to the best of its knowledge and ability.
2. If and insofar as a proper execution of the Agreement requires, Equifunctional has the right to have certain activities carried out by third parties at its own discretion.
3. Purchaser and/or Consumer shall ensure that all data, which Equifunctional indicates to be necessary or which Purchaser should reasonably understand to be necessary for the execution of the Agreement, are supplied to Equifunctional in time. If the data necessary for the execution of the agreement are not provided to Equifunctional in time, Equifunctional has the right to suspend the execution of the agreement.

4. When carrying out the Agreement, Equifunctional is not obliged or obliged to follow the instructions of the Purchaser and/or Consumer if this changes the content or scope of the Agreement. If the instructions result in additional work for Equifunctional, Purchaser and/or Consumer shall be obliged to pay the additional or supplementary costs accordingly.
5. Equifunctional may demand security from Purchaser or full payment in advance before proceeding to execute the agreement. Equifunctional has the right to demand 50% payment in advance from a Consumer.
6. Equifunctional is not liable for any damage, of whatever nature, caused by Equifunctional's reliance on incorrect and/or incomplete data supplied by the Purchaser and/or Consumer and/or User, unless this inaccuracy or incompleteness was known to Equifunctional. This also includes the processing of the Agreement by means of automatic decision-making.
7. Purchaser and/or Consumer indemnifies Equifunctional against any claims by third parties, who suffer damages in connection with the execution of the Agreement and which are attributable to Purchaser and/or Consumer.

Article 6 - The Agreement relating to Services

1. The services offered by Equifunctional include training courses and master classes.
2. The Agreement regarding Services is established as referred to in articles 3 and 4 of these General Terms and Conditions.
3. The agreement relating to Services is concluded for the duration as agreed in the agreement. The Agreement ends by operation of law at the end of the agreed period, unless a written extension has been agreed.
4. The Agreement relating to Services cannot be terminated prior to the performance of the Service or prematurely.
5. If a Consumer enters into an Agreement regarding Services online via the website or Webshop of Equifunctional (distance purchase), the Consumer is entitled to make use of his/her right of withdrawal.
6. The right of withdrawal is excluded for Purchaser being a Business.
7. If a Consumer purchases an Agreement related to Online Services, i.e. digital content, the Consumer waives the right of withdrawal.
8. Payment of an Agreement regarding Services is made according to article 11 of these General Terms and Conditions.
9. Equifunctional reserves the right to remove the Buyer and/or Consumer at an offline Service if the Buyer and/or Consumer obstructs the offline Service. The invoice will not be refunded.
10. The content of Services may be supplemented or changed at any time.
11. If an offline Service must be moved due to force majeure as referred to in Article 21, the Buyer and/or Consumer retains the right to attend on a date to be determined.

Article 7 - Use of and access to The Platform

1. Equifunctional offers the use of The Webshop.

2. Equifunctional makes every effort to make The Webshop available to User. All services are performed on the basis of a best-efforts obligation. User has access to The Webshop after Equifunctional has created an account for User.
3. Equifunctional may impose further restrictions or conditions on access to and use of certain parts or functions of The Webshop, including but not limited to creating an account, completing a verification process and/or meeting specific quality or suitability criteria.
4. All information and figures displayed on The Webshop are subject to spelling or typographical errors.
5. The User is at all times responsible for all data and information that he places or has placed on his account and/or The Webshop. If user suspects that the information provided by him/her is incorrect or incomplete, user shall inform Equifunctional immediately and provide the correct information. Users must keep their details up to date themselves and may either adjust their details in their own account or provide Equifunctional with the upto-date details so that Equifunctional can adjust them in the account.
6. Equifunctional is not liable for damage, of whatever nature, caused by Equifunctional's reliance on inaccurate and/or incomplete information supplied by the user, unless this inaccuracy or incompleteness was known to Equifunctional.

Article 8 - Delivery of Products to the Buyer

1. Delivery is in principle made from Equifunctional's warehouse, on a DAP basis (Equifunctional delivers the products by sending them to the purchaser)) unless expressly agreed otherwise. The goods are deemed delivered when they have arrived at the address.
2. If the start, progress or delivery of the services is delayed because, for example, Purchaser has not or not timely provided all requested information, does not cooperate sufficiently, the (down) payment has not been received in time by Equifunctional or any delay occurs due to other circumstances beyond Equifunctional's control, Equifunctional has the right to a reasonable extension of the (delivery) period. All agreed (delivery) dates are never deadlines. Purchaser must give Equifunctional written notice of default and allow it a reasonable time to still deliver. Purchaser is not entitled to any compensation due to the delay.
3. Purchaser is obliged to accept the goods at the moment they are made available to him according to the agreement, even if they are offered to him earlier or later than agreed.
4. If Purchaser refuses to take delivery or neglects to provide information or instructions necessary for delivery, Equifunctional has the right to store the items at the expense and risk of Purchaser
5. If the items are delivered by Equifunctional or an external carrier, unless otherwise agreed in writing, Equifunctional has the right to charge any transport, insurance, packaging and shipping costs. These will then be invoiced separately.

6. Insofar as it is agreed that delivery and placement on the purchaser's premises must take place, this will take place entirely at the purchaser's risk, regardless of what has been agreed for the calculation of the delivery costs.
7. If Equifunctional requires data from the purchaser for the execution of the agreement, the delivery time commences after the purchaser has made them available to Equifunctional.
8. If Equifunctional has stated a delivery time, it is indicative. If the product is in stock, and delivery is on schedule, Equifunctional will deliver the product with one week at the address given by the Purchaser in the Netherlands, barring (exceptional) circumstances that delay the delivery time. Longer delivery times apply for delivery outside the Netherlands.
9. Equifunctional has the right to deliver the items in parts, unless this is deviated from by agreement or the partial delivery has no independent value. Equifunctional has the right to invoice the thus delivered goods separately.
10. Deliveries are only carried out if all invoices have been paid, unless explicitly agreed otherwise.
11. Equifunctional reserves the right to refuse delivery if there is a well-founded fear of non-payment.

Article 9 - Packaging and transport of Products

1. Equifunctional undertakes towards Purchaser to pack the Products to be delivered properly and to secure them in such a way that they will reach their destination in good condition during normal use.
2. Unless otherwise agreed in writing, all deliveries are made exclusive of turnover tax (VAT), including packaging and packaging materials (with the exception of packaging for which it is customary to charge a separate deposit).
3. Acceptance of goods without remarks on the waybill or receipt shall be proof that the packaging/packaging was in good condition at the time of delivery.
4. Each Buyer shall be deemed to be in possession of any required import and/or payment licences. The absence or withdrawal of these licences does not release Purchaser from the obligation to take delivery of the items in the agreed manner. If the items are not cleared for sale by Equifunctional, a client cannot derive the right to cancel the order/order from this.
5. The risk of molestation is always borne by the Purchaser.
6. If the Buyer agrees that the ordered goods shall be delivered via direct supply from abroad, the risk of (incorrect, timely and/or no) delivery shall be entirely and completely borne by the Buyer.
7. Buyer understands that the products may be subject to the import and export control of the country in which the delivery address is located. Buyer shall comply with all applicable laws and regulations relating to import and export control.
8. Any restrictions or requirements may vary depending on time and products.
9. Purchaser shall indemnify Equifunctional at Equifunctional's first request for any damage and/or loss suffered by Equifunctional (including all costs, taxes, fines,

expenses and levies) as a result of Purchaser's non-compliance with import and export control laws and regulations.

Article 10 - Examination, complaints about Products

1. The Buyer shall be obliged to examine the delivered Product, or have it examined, at the time of delivery, but in any event within 14 days of receiving it, and only to unpack or use it to the extent necessary to assess whether it retains the Product. In doing so, the Buyer shall examine whether the quality and quantity of the delivered Product corresponds to the Agreement and whether the Products meet the requirements applicable to them in normal (commercial) dealings.
2. Purchaser is obliged to examine and inform itself how to use the Product and, in case of personal use, to test the Product in accordance with the instructions for use. Equifunctional accepts no liability for the incorrect use of the Product by the Purchaser.
3. Any visible defects or shortages must be reported to Equifunctional in writing after delivery at info@treeclix.com. Purchaser has a period of 14 days after delivery to do so. Non-visible defects or shortages must be reported within 14 days after discovery but at the latest within 6 months after delivery. If the Product is damaged due to careless handling by the Buyer, the Buyer shall be liable for any depreciation in value of the Product. If, pursuant to the previous paragraph, a timely complaint is made, the Buyer remains obliged to pay for the purchased goods. If Purchaser wishes to return defective items, this shall only be done with the prior written consent of Equifunctional in the manner indicated by Equifunctional.
4. The direct costs for returns are at the expense and risk of the Purchaser.
5. Equifunctional has the right to investigate the authenticity and condition of the returned Products before refunding them.
6. Refunds to Purchaser will be processed as soon as possible, but may take up to 14 days after receipt of Purchaser's declaration of dissolution. Refunds will be made to the account number previously provided.
7. Reclamation is not possible if the Buyer had wrong or different expectations of the product concerned.

Article 11 - Payment and collection policy

1. Payment shall be made by prepayment within a payment period of up to 14 days in the currency invoiced. Objections to the amount of invoices must be reported within 48 hours of the invoice date but do not suspend the payment obligation.
2. The Buyer cannot derive any rights or expectations from an estimate issued in advance, unless the parties have expressly agreed otherwise.
3. Purchaser shall pay these costs in one lump sum, to the account number and details of Equifunctional made known to him. Except for special circumstances, Purchaser may make payment arrangements based on credit only with the explicit and written consent of Equifunctional.
4. If agreed, an advance payment must be paid before Equifunctional starts its services.

5. At the moment the offer via the Webshop has been made final by entering into an agreement for the sale and delivery of Products and Services to User, User is obliged to pay Equifunctional for the service/product.
6. In case of liquidation, bankruptcy, attachment or suspension of payment of the Purchaser and/or Consumer, Equifunctional's claims on the Purchaser are immediately due and payable.
7. Equifunctional has the right to have the payments made by the purchaser and/or consumer go first of all to reduce the costs, then to reduce the interest due and finally to reduce the principal sum and the current interest. Equifunctional may, without thereby being in default, refuse an offer of payment if the purchaser and/or Consumer indicates a different sequence of attribution. Equifunctional may refuse full payment of the principal sum, if this does not include the interest still due, the current interest and the costs.
8. When the Purchaser and/or Consumer does not meet his/her payment obligation, and has not fulfilled his/her obligation within the set payment period of at most 14 days, the Purchaser is in default.
9. From the date Purchaser and/or Consumer is in default, Equifunctional will claim, without further notice, the statutory (commercial) interest from the first day of default until full payment and compensation of the extrajudicial costs in accordance with article 6:96 of the Dutch Civil Code, to be calculated according to the graduated scale from the Decree on compensation for extrajudicial collection costs of 1 July 2012.
10. If Equifunctional has incurred more or higher costs which are reasonably necessary, these costs are eligible for reimbursement. Judicial and execution costs incurred are also for the account of Purchaser and/or Consumer.
11. If the relevant conditions are met, no VAT will be charged in the event of intra-Community delivery. If Purchaser provides an incorrect or invalid VAT number, Equifunctional has the right to charge the VAT to Purchaser afterwards as well as to report fraud to the tax authorities in the country of delivery.

Article 12 - Retention of title on Products

1. All items supplied by Equifunctional remain the property of Equifunctional until the purchaser has fulfilled all subsequent obligations from all agreements concluded with Equifunctional.
2. Purchaser is not authorised to pledge or otherwise encumber the items subject to retention of title if ownership has not yet been transferred in full.
3. If third parties seize the items delivered under retention of title or wish to establish or assert rights to them, Purchaser shall be obliged to inform Equifunctional as soon as can reasonably be expected.
4. In the event that Equifunctional wishes to exercise its property rights indicated in this article, Purchaser gives unconditional and irrevocable permission and authorization to Equifunctional or third parties to be appointed by Equifunctional to enter all those places where Equifunctional's property is located and to recover those items.

5. Equifunctional has the right to retain the Products purchased by Purchaser if Purchaser has not yet (completely) fulfilled its payment obligations, despite an obligation to transfer or hand over the Products by Equifunctional. After Purchaser has still fulfilled its obligations, Equifunctional shall make every effort to deliver the purchased Product(s) to Purchaser as soon as possible.
6. Costs and other (consequential) damage resulting from the retention of the purchased Products will be at the expense and risk of the Purchaser and will be reimbursed by the Purchaser to Equifunctional upon first request.

Article 13 - Warranty on Products

1. Equifunctional guarantees that the Products comply with the agreement, the specifications mentioned in the offer, usability and/or soundness and the legal rules/regulations at the time of the conclusion of the agreement. This also applies if the Products to be delivered are intended for use abroad and Purchaser has explicitly notified Equifunctional of this use in writing at the time of concluding the Agreement.

Article 14 - Instructions for use of Products

1. Purchaser of Products must follow the regulations and instructions of Equifunctional.

Article 15 - Obligations when using the Platform

1. User has an independent responsibility for the use of The Webshop at all times. User is obliged to comply with the following regulations during the use of The Webshop. User shall refrain from using The Webshop:
 - A. to use manual or automated software, equipment or other processes to index or scrape the data used within The Webshop on the Internet;
 - B. to engage in illegal activities, activities which violate rights and/or obligations under the law or activities which are contrary to public morality or public order;
 - C. to copy (parts of) The Webshop of Equifunctional;
 - D. to otherwise damage the interests of Equifunctional.
2. In case of (possible) criminal acts, Equifunctional has the right to report this and to hand over the data supplied by User to the competent authorities, as well as to take all actions required of it as part of the investigation. Equifunctional has the right to deny User access to The Webshop and/or terminate the use of The Webshop.
3. In addition to the obligations under the law, damage caused by incompetence or failure to act in accordance with the above points shall be at the User's expense and risk.
4. The User is responsible for the correct security of the (mobile) device on which he uses The Webshop as well as for the security and secrecy of his own login details.
5. Equifunctional shall create an account for user for the purpose of accessing and using The Webshop.
6. The account created by Equifunctional is registered with a username and a password, unless specified otherwise. These account details are made available by Equifunctional to the user.

7. User is obliged to supply the data required for registration of the account by Equifunctional correctly and completely to Equifunctional. Users must keep the account up-to-date at all times and inform Equifunctional with current data.
8. Users are responsible for their own login details and should not provide these login details to third parties. If a user suspects that the login details have been lost, stolen or possible unauthorised use of the account, user must contact Equifunctional immediately. User is personally liable for all activities performed through their own account, unless user can prove that they have not been negligent. This includes in any case: failure to report the unauthorised use or loss of login data.

Article 16 - Platform availability

1. Equifunctional does not guarantee that the services will always meet the expectations raised beforehand. Equifunctional strives to make every effort to offer The Webshop and access to The Webshop to users without interruption, as far as possible, but Equifunctional does not guarantee the full availability of The Webshop at all times. Equifunctional has the right, if and insofar as, in its opinion, there is a danger for the faultless functioning of The Webshop and to suspend the use of The Webshop. Equifunctional also has the right to take all measures it reasonably deems necessary to ensure the effective functioning of The Webshop.
2. If and to the extent User suffers from a malfunction, problems logging in or in case the platform does not work, User can make use of remote assistance. Users can contact Equifunctional via the contact details in The Webshop.
3. If and insofar as there is an infringement of rights of Equifunctional, Equifunctional or third parties and/or unlawful action by user, Equifunctional has the right to close that part of The Webshop immediately or exclude user from using it. Equifunctional will remove any infringing/harmful information immediately. Under no circumstances will Equifunctional be liable for any damage of any kind suffered as a result of the (temporary) closure of the service and/or the removal or transfer of data.

Article 17 - Suspension and dissolution

1. Equifunctional is authorised to suspend the fulfilment of its obligations or to dissolve the Agreement, if the Purchaser and/or Consumer does not or not completely fulfil its (payment) obligations under the Agreement.
2. Furthermore, Equifunctional has the right to dissolve the Agreement existing between it and Purchaser and/or Consumer, insofar as it has not yet been executed, without judicial intervention, if the Purchaser and/or Consumer does not, in time or properly comply with the obligations arising for him from any Agreement concluded with Equifunctional.
3. Furthermore, Equifunctional has the right to dissolve the agreement without prior notice if circumstances arise of such a nature that fulfilment of the agreement becomes impossible or can no longer be required according to standards of reasonableness and fairness, or if other circumstances arise of such a nature that the unaltered maintenance of the agreement can no longer be reasonably expected.

4. If the agreement is dissolved, Equifunctional's claims on Purchaser and/or Consumer shall become immediately due and payable. When Equifunctional suspends the fulfilment of its obligations, it retains its claims under the law and Agreement.
5. Equifunctional always retains the right to claim damages.

Article 18 - Cancellation of the Underlying Agreement

1. A User cannot cancel the Underlying Agreement with an Equifunctional.
2. Equifunctional has the right to cancel the service if User has not filled in his or her details completely and/or correctly.
3. Equifunctional has the right, on behalf of Equifunctional, to refuse a service or cancel Underlying Agreement if Equifunctional suspects abuse by User's account/authenticity of the service. In case of abuse, Equifunctional will also report it to the police.

Article 19 - Limitation of liability

1. If the execution of the Agreement by Equifunctional leads to Equifunctional's liability towards Purchaser and/or Consumer and/or third parties, such liability shall be limited to the costs charged by Equifunctional in connection with the Agreement unless the damage was caused by deliberate intent or gross negligence. Equifunctional's liability is in any case limited to the maximum amount of damages paid by the insurance company per event per year.
2. Equifunctional is not liable for consequential damage, indirect damage, loss of profits and/or losses suffered, missed savings and damage resulting from the use of the supplied Products is excluded.
3. Equifunctional is not liable for and/or obliged to repair damage caused by the use of the Product. Equifunctional supplies strict maintenance and user instructions which must be followed by Purchaser. Any damage to Products resulting from wearing and use is explicitly excluded from liability (this includes traces of use, usage damage, fall damage, light and water damage, theft, loss, etc.).
4. Equifunctional is not liable for damage that is or may be the result of any act or omission as a result of (imperfect and/or incorrect) information on the website(s), the webshop or from linked websites.
5. Equifunctional is not responsible for errors and/or irregularities in the functionality of the website and webshop and is not liable for breakdowns or unavailability of the website and/or webshop for any reason.
6. Equifunctional is not responsible for the correct and complete transmission of the content of emails sent by/on behalf of Equifunctional, nor for their timely receipt.
7. All claims by the Purchaser on account of shortcomings on the part of Equifunctional lapse if they have not been reported to Equifunctional in writing, stating reasons, within one year after the Purchaser was aware or could reasonably have been aware of the facts on which its claims are based. All claims by Purchaser expire in any case one year after the termination of the Agreement.

Article 20 - Limitation of liability for use of The Webshop and/or The Platform

1. User indemnifies Equifunctional from the moment user first makes use of The Webshop for all damage incurred, except in the case of intent or gross negligence on the part of Equifunctional.
2. Equifunctional is not liable or obliged for the proper execution of the agreement by Equifunctional.
3. Equifunctional is not liable for any damage that is or may be the result of (imperfect and/or incorrect) information on The Webshop or that of linked websites or Platforms.
4. If the provision of services leads to Equifunctional's liability towards users, this liability with regard to direct damage shall be limited to the maximum amount of compensation paid by Equifunctional's insurance company per event per year. Direct damage is understood to mean reasonable costs incurred to limit or prevent direct damage, the determination of the cause of damage, the direct damage, the liability and the manner of recovery.
5. Under no circumstances shall Equifunctional be responsible for errors and/or irregularities in the functionality of The Webshop and shall not be liable for faults or the unavailability of The Webshop or the loss and/or mutilation of user data and information for whatever reason.
6. Equifunctional does not guarantee the correct and complete transmission of the contents of and email sent by/on behalf of Equifunctional, nor the timely receipt thereof.
7. Equifunctional is not liable for the fact that users did not receive the account information, or did not receive it correctly and/or in time. Equifunctional is never liable if users have not kept their login and/or account information in a safe place.
8. All claims by users due to shortcomings on the part of Equifunctional lapse if they have not been reported to Equifunctional in writing with reasons within one year. Any claim for damages against Equifunctional must always be reported in writing, but at the latest within one year after user was aware or could reasonably have been aware of the facts on which he bases his claims. After this period, any such claim will lapse.

Article 21 - Force majeure

1. Equifunctional is not liable when, as a result of a force majeure situation, it cannot fulfil its obligations under the Agreement, nor can it be held to fulfil any obligation, if it is hindered to do so as a result of a circumstance that is not due to its fault and neither by virtue of the law, legal act or generally accepted practice.
2. Force majeure includes in any case, but is not limited to what is understood in law and jurisprudence, (i) force majeure of Equifunctional's suppliers, (ii) failure to properly fulfil obligations of suppliers prescribed or recommended by Purchaser to Equifunctional, (iii) defectiveness of goods, equipment, software or materials of third parties, (iv) government measures, (v) power failure, (vi) failure of internet, data network and telecommunication facilities (e.g. due to cybercrime and hacking), (vii) natural disasters, (viii) war and terrorist attacks, (ix) general transport problems, (x)

strikes in Equifunctional's business and (xi) other situations which, in the opinion of Equifunctional, are beyond its control that temporarily or permanently prevent it from fulfilling its obligations.

3. Equifunctional has the right to invoke force majeure if the circumstance preventing (further) fulfilment occurs after Equifunctional should have fulfilled its commitment.
4. Parties may suspend the obligations under the Agreement during the period that the force majeure continues. If this period lasts longer than two months, either party has the right to dissolve the Agreement, without any obligation to compensate the other party for damages.
5. Insofar as Equifunctional has already partly fulfilled its obligations from the agreement at the time of the occurrence of the force majeure or will be able to fulfil these, and the fulfilled respectively to be fulfilled part has independent value, Equifunctional has the right to invoice the fulfilled respectively to be fulfilled part separately. Purchaser and/or Consumer is held to pay this invoice as if it were a separate Agreement.

Article 22 - Transfer of risk

1. The risk of loss or damage of the Products that are the subject of the Agreement is transferred to Purchaser being a company at the moment the items leave Equifunctional's warehouse.

Article 23 - Intellectual Property Rights

1. All intellectual property rights and copyright of Equifunctional belong exclusively to Equifunctional and are not transferred to the Purchaser and/or Consumer.
2. Purchaser and/or Consumer is prohibited from disclosing and/or reproducing, modifying or making available to third parties any documents on which Equifunctional's intellectual property rights and copyrights rest without Equifunctional's express prior written consent. If the Purchaser and/or Consumer wishes to make changes to items supplied by Equifunctional, Equifunctional must explicitly approve the intended changes.
3. Purchaser and/or Consumer is prohibited from using the Products on which Equifunctional's intellectual property rights rest other than as agreed in the Agreement.
4. User is expressly prohibited from infringing Equifunctional's intellectual property rights as well as Equifunctional's good name. All intellectual property rights and copyrights of The Webshop, including the graphic designs, products, ideas and the like with respect to The Webshop are solely vested in Equifunctional and are explicitly not transferred to User.
5. User has a non-exclusive right to use The Webshop. The software of The Webshop remains the property of Equifunctional at all times. The software only works in combination with the Agreement to be concluded by User and in accordance with the purpose for which The Webshop serves. Users are prohibited from making illegible, altering or removing any indication relating to the intellectual property

rights of Equifunctional or any legally required (brand) marks or indications such as the CE marking of The Webshop.

6. Users are prohibited from building their own Platform that has the same aims and characteristics as Equifunctional's Webshop.

Article 24 - Privacy, data processing and security

1. Equifunctional will handle with care the (personal) data of Purchaser and/or Consumer, visitors of the website(s) and/or Users of the Webshop. If requested, Equifunctional will inform the person concerned.
2. If Equifunctional is required by the Agreement to provide security of information, this security will meet the agreed specifications and a level of security that is not unreasonable in view of the state of the art, the sensitivity of the data and the costs involved.
3. Processing of personal data will only take place in the context of the performance of Equifunctional's services. Equifunctional will not process personal data for any other purpose and will never keep it longer than necessary. More information can be found in Equifunctional's privacy statement.

Article 25 - Complaints

1. If the Purchaser and/or Consumer is not satisfied with the Products and/or Services of Equifunctional and/or has complaints about the (performance of the) Agreement, the Purchaser and/or Consumer is obliged to report these complaints as soon as possible, but no later than within 14 calendar days after the relevant reason that led to the complaint. Complaints can be reported via info@treeclix.com with the subject 'Complaint'.
2. If the user is not satisfied with the use of The Webshop offered by Equifunctional, the user is obliged to report these complaints as soon as possible but at the latest within 14 calendar days after the relevant reason that led to the complaint. Complaints can be reported via info@treeclix.com with the subject 'Complaint'.
3. The complaint must be sufficiently substantiated and/or explained by Purchaser and/or Consumer and/or User for Equifunctional to be able to handle the complaint.
4. Equifunctional will respond substantively to the complaint as soon as possible, but at the latest within 14 calendar days of receiving the complaint.
5. Parties will try to reach a solution together.
6. Malfunctions and/or problems resulting from the improper use of The Webshop will be at the user's expense and risk.

Article 26 - Applicable law

1. Dutch law applies to any agreement between Equifunctional and the Purchaser and/or Consumer. The applicability of the (CISG) Vienna Sales Convention is explicitly excluded.
2. In case of any interpretation of the contents and purport of these general terms and conditions, the Dutch text is always decisive. Equifunctional has the right to amend these general terms and conditions unilaterally. A Consumer has the right to dissolve

the Agreement within 14 days after the modification. User will be informed of a modification as soon as possible. In any case, User may inspect the amended terms and conditions via The Webshop.

3. All disputes arising from or as a result of the Agreement between Equifunctional and the Purchaser and/or Consumer will be settled by the competent court of the District Court of Midden-Nederland, location Utrecht, the Netherlands, unless mandatory provisions indicate another competent court.