

# VANTAGE

# GENERAL TERMS AND CONDITIONS VANTAGE INTERNATIONAL

**We are required by law to give you the opportunity to take note of the contents of our General Terms and Conditions of Business. These General Terms and Conditions of Business form part of all contracts between you and Vantage. The most recent version in force at the date on which the contract is concluded always applies. This version of the General Conditions applies from January 1st 2021.**

The General Conditions of Vantage generally apply on an exclusive basis. Your buying or business terms and conditions may become part of the contract only if they are approved by Vantage in writing. Rights and duties under the contract of sale may be transferred to third parties only with Vantage's written approval. If a clause in these General Conditions is or becomes invalid, the remaining clauses shall remain unaffected.

#### PRICING

All our prices are euro prices inclusive of the statutory value added tax unless otherwise expressly marked; this also applies to delivery and shipping costs. All other unforeseen costs (import taxes etc.) shall be completed by the customer.

#### CONCLUSION OF THE CONTRACT

Vantage presents a number of high-quality products to. This presentation is initially not binding. By sending an order by email to Vantage, you make a concrete offer to Vantage which may be accepted by Vantage. The confirmation email which you receive promptly after you have sent your order does not constitute the acceptance of your offer. It informs you that your order has been received by Vantage. Vantage accepts your offer by sending the invoice by email or post (conclusion of contract). After receipt of payment, the goods will be sent to you.

#### PASSING OF RISK

The risk that the desired product is accidentally destroyed or damaged passes to you as soon as you have received the product.

#### ACCEPTANCE

Vantage checks all send out products and makes sure they are in perfect condition. You must examine the ordered products delivered by the delivery company prior to acceptance to check for damage and you must not accept any product if it is damaged. Confirmation of receipt confirms that the product has been properly received in perfect condition.

#### RIGHT OF REVOCATION

You have the right to withdraw from this agreement within fourteen days without stating a reason. The period of revocation is fourteen days from the date on which the goods were accepted by you or by a third party appointed by you, who is not the carrier. In order to exercise your right of revocation, you must notify us accordingly in an unequivocal statement (e.g. letter sent by post or e-mail) of your decision to withdraw from the agreement. Sending notification of your intention to exercise your right of revocation prior to expiry of the period of revocation shall be sufficient to comply with the period of revocation.

#### Consequences of revocation

If you withdraw from this agreement, we shall refund all payments that we have received from you, including delivery costs (with the exception of additional costs that arise if you have selected a form of delivery other than the cheapest form of standard delivery offered by us) without undue delay and within fourteen days at the latest from the date on which we received the notice of revocation. For this refund we use the same method of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no event will you be charged any fees for this refund. We may refuse the refund until the goods have been returned to us or until such time as you have provided evidence that you have returned the goods, whichever is earlier. You must return or hand over the goods to us without undue delay and, at all events, within fourteen days at the latest from the date on which you notified us of your withdrawal from the agreement. The deadline shall be deemed to have been complied with if the goods are dispatched prior to expiry of the deadline.

The immediate costs of returning the goods shall be borne by you. You shall only be required to compensate any loss of value if said loss of value can be attributed to any unnecessary handling of the goods for the purpose of testing the condition, properties and functionality of said good

If you are unable to return the product received wholly or partially or are able to return in only a worse condition, you will have to reimburse us for the loss in value. Vantage will investigate the returned products and Vantage is solely entitled to determine the loss of value.

#### PAYMENT

The purchase price and shipping costs must be transferred before the stated date on the invoice. If the customer is unable to fulfil the payment before this date, Vantage has the right to cancel the order and sell the reserved product to another customer.

#### DELIVERY, DELAY IN DELIVERY AND DELAY IN ACCEPTANCE

Vantage naturally strives at all times to meet given delivery dates. The delivery dates or periods stated by Vantage are however non-binding unless otherwise agreed. Even binding delivery dates are conditional upon Vantage receiving complete and correct deliveries from its own suppliers. This does not apply of course insofar as Vantage itself is responsible for the delay. The right to make partial deliveries is reserved. If the delivery is delayed because of your culpable behaviour or for reasons for which you are responsible, you shall bear the costs resulting from the delay (for example storage costs, etc.).

If it is not possible to deliver the product, because the locality does not permit this or because, although the date of the delivery was notified to you in good time, you are not present, you shall bear the costs of the unsuccessful and possibly further delivery.

#### **RETENTION OF TITLE**

The products delivered by Vantage remain the property of Vantage until all claims that Vantage has against you (for whatever legal reason) have been satisfied. If third parties seize Vantage's property, in particular if the product is attached or impaired in some other way, you must inform Vantage in writing without delay and notify the third parties of Vantage's retention of title. You shall bear the costs that arise as a result of a breach of these obligations and as a result of measures that have to be taken against seizure by third parties.

Vantage reserves the right to withdraw from the contract if you fail to meet your contractual duties, in particular your duty to pay the purchase price even after a reasonable period has been set. In such a case, you must return the purchased product, which remains the property of Vantage. The costs thereby incurred, in particular shipping costs, shall be borne by you. If Vantage asserts its claim for return of the product against you or creates a lien on the purchased product, this constitutes an implied notice of withdrawal from the contract. After the return of the product, Vantage may sell it. The proceeds shall be set against the liabilities of the customer – less reasonable costs of sale.

#### **WARRANTY**

In the case of well-founded warranty claims, Vantage shall, at its election, deliver a replacement or rectify the product (subsequent fulfilment) to the exclusion of other warranty claims. The delivery of a product in perfect condition as replacement obliges you to return the defective product to Vantage within 30 days.

Vantage may refuse subsequent fulfilment if this is possible only on the basis of disproportionate cost. For the purpose of assessing proportionality, in particular the value of the product in perfect condition, the significance of the defect and the unreasonable cost must be taken into account. If the two attempts at subsequent fulfilment fail, the Buyer may, at his or her election, demand a reduction in the purchase price or rescission of the contract.

Rectifications shall be carried out at Vantage's legal seat.

You may remedy defects in the purchased product or have them remedied only after prior consultation and after Vantage's express consent. In connection with rectification, we may repair all damage caused by the defect. In the case of improper treatment, excessive strain on the purchased product and failure to follow the notes on treatment, maintenance and care, the warranty does not apply if it cannot be ruled out that one of these circumstances was the cause for the occurrence of the defect. In particular, there is no warranty for a kite if the kite has been damaged by coming into contact with a hard object, e.g. thorns or the like.

Vantage's warranty does not cover usual and expected wear and tear.

Without prejudice to any claims for damages, you may withdraw from the contract or demand a reduction in the purchase price if Vantage is unable to carry out subsequent fulfilment, if the subsequent fulfilment fails, if Vantage is entitled to refuse subsequent fulfilment or if Vantage is responsible for unreasonable delays in the subsequent fulfilment.

#### **GUARANTEE**

Vantage grants you, as first-time buyer, a guarantee for more substantial damage and defects relating to materials and workmanship. If more substantial damage attributable to defects relating to materials and workmanship arises within six (6) months after the conclusion of the contract of sale, such damage shall be repaired or replaced by Vantage free of charge. The guarantee is a personal guarantee provided by Vantage to you. It is therefore not transferable and does not apply to the rental and training business.

Vantage alone shall determine whether damage is covered by its guarantee. To determine whether the guarantee applies, Vantage may request possible evidence. These may be photos, which clearly show the defect(s), or an examination of the product itself by Vantage. We may also demand that the necessary information shall be sent to the Vantage general agent in your country, postage prepaid.

If Vantage determines that the product is defective, the guarantee covers repair or replacement of the defective product. Further costs that have arisen in connection with the defect are not covered.

#### **The following are excluded from the guarantee:**

Defects that arise as a result of misuse, incorrect use, negligence or normal wear and tear. This includes, among other things, drilling and rigging with components that are not from Vantage; defects caused by excessive exposure to sunlight or damage caused by excessive blowing up of the kite inflatable parts; damage arising as a result of excessive tightening or improper assembly; damage caused by improper handling and storage; damage caused by the use of products in wave or coastal breakers; and damage caused by defects other than faulty material or faulty workmanship.

The guarantee lapses as soon as a part of the product is repaired or modified without the express consent of Vantage. The guarantee period for products repaired or replaced by Vantage also starts to run from the date of purchase.

#### **GENERAL LIMITATION ON LIABILITY**

Vantage is not liable for damage that does not arise on the product itself or for lost profit or other financial loss or damage. Vantage is not liable for simple negligence. Insofar as the liability of Vantage is excluded or limited, this shall also apply to the personal liability of salaried employees, staff, representatives and vicarious agents of Vantage.

#### **APPLICABLE LAW**

The law of the Netherlands shall apply. The place of jurisdiction is The Hague

# PRIVACY STATEMENT

## VANTAGE INTERNATIONAL

In this document we indicate which personal data we process or collect from you. By placing an order or by subscribing to our newsletter you agree to this Privacy Statement. Vantage considers the security and integrity of your personal data important and believes that your data must remain private. This is fully in line with the provisions of the Personal Data Protection Act (Wbp) that has been in force since 1-9-2001 and the European privacy regulation the so-called General Data Protection Regulation (AVG) that entered force on 25 May 2016.

We at Vantage believe it is very important that personal data is handled with care. Personal data is therefore carefully processed and secured by us. We thereby comply with the requirements of the WPB and AVG privacy legislation. This means, for example, that we:

- Clearly state the purposes for which we process personal data. We do this through this privacy statement;
- Limit the collection of personal data to only the personal data that is necessary for the purposes for which they are processed;
- First ask you for explicit permission to process your personal data in cases where your permission is required;
- Do not pass on your data to third parties, unless this is necessary to provide the requested service or when we are legally obliged to do so;
- Take appropriate security measures to protect your personal data and also demand that from parties that process personal data on our instructions;
- Respect your right to offer, correct or delete your personal data on your request.

If you want to contact us because of this privacy statement, you can do so via email: [next-gen@vantagekites.com](mailto:next-gen@vantagekites.com)

### Which personal data do we process and why?

When using our websites, you leave certain information with us, that may be personal data. We do not always process all data below. That depends on which services and functionalities on our websites you choose to use.

#### Personal data

Depending on the services and functionalities that you use on our websites, we may process the following personal data from you:

- Name and address data
- E-mail address
- Company details
- Credentials
- Telephone number
- IBAN
- Language
- Country
- All Information that you enter in an open field or provided to us in a sign in form
- technical measurement data of the equipment such as IP address, MAC address, identifiers in cookies and your surfing behavior on our websites
- Date of birth
- Sex
- Age

#### Purposes

We process the above data for one or more of the following purposes (also depending on which services or functionalities you use):

- to offer you the possibility to order items via our websites and to use all functionalities and services on the websites;
- to process your order, to inform you about its progress, to be able to deliver a guarantee on the products you order from us;
- to communicate with you by sending electronic newsletters and / or mail;
- to offer you personalized advice and content on the various websites (see also the section on profiling);
- to process your data for possible participation in competitions and other promotions, so that we can reach you when you have won something and can improve our services;
- to answer your questions or handle your complaints via social media, e-mail, by post or by telephone;
- to improve our websites;

#### Distribution to third parties

We will only pass on the information you provide to third parties if this is necessary for the delivery of the products you have ordered or the services you have requested. For example, we use a third party to process iDeal payments in our webshop and we pass your details on to the postal delivery person to deliver the order to you.

Furthermore, we will not provide the information you provide to other parties, unless this is legally required or permitted. For example, it is possible that the police requests information from us in the context of fraud investigations. In that case, we are required by law to provide this information.

#### Protect and save

We take appropriate security measures to limit misuse and unauthorized access to your personal data. In this way, we ensure that only the necessary persons have access to the data, that access to the data is protected and that our security measures are regularly checked.

We do not keep the data longer than necessary. This means that we keep the data for as long as necessary to deliver the service you requested. Exceptions to this are the data that we must keep for longer because the law requires us to do so.

#### Third party websites

This statement does not apply to third-party websites that are linked to our website through links. We cannot guarantee that these websites handle your personal data in a reliable or secure manner. Always read the privacy statement of this website before using the website in question.

#### Minors

If you are 16 years or younger, you may only use our website under the supervision of your parents or legal representatives.

#### Applied law

The (renewed) Dutch privacy statement from March 29, 2017.