

General terms and conditions GymCreators B.V.

Article 1 – Definitions

In these conditions is intended by:

Consumer: a natural person not acting for purposes related to his/her commercial, business, artisanal, or professional activity.

Business customer: customer who is not a consumer.

Contractor: GymCreators B.V.

Client: the consumer or the business customer who has granted the order to the contractor to deliver products and/or to carry out activities;

Agreement: an in which the consumer or business customer (client) acquires products, digital content and/or services in connection with a distance agreement and these products, digital content and/or services are to be delivered by the contractor.

Distance agreement: an agreement that is concluded between GymCreators B.V. and the consumer or business customer (client), in the context of an organized system for the sale at a distance of products, digital content and/or services, whereby until and including the moment of conclusion of the agreement, use is being made exclusively or jointly of one or more techniques for communication at a distance.

Reflection period: the term within which the consumer can make use of his right of revocation.

Right of revocation: the option of the consumer to withdraw from the (distance) agreement within the reflection period.

Activities: all activities and products that are related to, or arise from the agreement between parties, including the provision of the necessary materials and services.

Article 2 – Identity of the provider

GymCreators B.V.

Also acting under the trade names RXDGear, XEBEX Fitness, Master-Sport BeNeLux, Accunig Europe.

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5928 NV Venlo

The Netherlands

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E-mail: info@gymcreators.com

Chamber of Commerce number: 70221308

VAT-number: NL858198587B01

<http://www.gymcreators.com>- www.master-sport.nl – www.accunig.nl – www.xebexfitness.nl – www.rxd-gear.com

Article 3 – Applicability of general terms and conditions

- 3.1 These general terms and conditions apply to every offer and to each agreement concluded (also at a distance) between GymCreators B.V. and the client.
- 3.2 Before the agreement is concluded, the text of these terms and conditions is provided to the client.
- 3.3 If one or more provisions in these conditions are, or become void, the validity of the other conditions remains effective. The inapplicable provision is being replaced by a provision that is closest to the purpose of the inapplicable provision.

Article 4 – Offers, advertising, and examples

- 4.1 Every offer is made without obligation and is only an invitation for the placement of an order.

- 4.2 Every offer is valid for 30 days after the date of the relevant quotation, unless expressly stated otherwise. All offers are valid while availability lasts.
- 4.3 The offer contains a complete and precise description of the products, digital content and/or services offered. Apparent mistakes or errors in the offer do not oblige GymCreators B.V. to the content of such apparent mistake or error.
- 4.4 Test products supplied, borrowed materials and/or models lent remain the property of GymCreators B.V. These products, materials or models must be returned to GymCreators B.V. within two months after the date of delivery. If the products are not returned in time, the purchase price will be charged to the client. The right to still return the products has expired.
- 4.5 Every offer contains such information that it is clear to the client what the rights and obligations are that are associated with the acceptance of the offer.

Article 5 – Conclusion of agreements

- 5.1 The agreement is concluded by offer and acceptance. A quotation prepared by GymCreators B.V. is always without obligation within the meaning of Article 6:219 paragraph 2 of the Dutch Civil Code. The application for a quotation by the client counts as an offer. The agreement will subsequently not be concluded until GymCreators B.V. has accepted this offer. An order confirmation only applies as the confirmation of receipt of the offer made, and does not yet constitute acceptance of the offer made.
- 5.2 With respect to agreements for which no order confirmation is sent due to scope and nature, the invoice or advance invoice also counts as an order confirmation.
- 5.3 If the client has made the offer through electronic channels, GymCreators B.V. forthwith confirms the offer through electronic channels. For as long as the acceptance has not been confirmed by GymCreators B.V., the client can rescind the agreement.
- 5.4 GymCreators B.V. can inform within the legal framework whether the client is able to fulfil his payment obligations, as well as of all those facts and factors that are relevant to the responsible conclusion of the agreement. If GymCreators B.V. has legitimate grounds pursuant to this investigation not to enter into the agreement, it has the right to reject an order or application in a motivated fashion, or to subject implementation to special conditions.

Article 6 – Prices, payments, invoices, and exigibility

- 6.1 During the term of validity indicated in the offer, the prices of the products and/or services offered will not be increased, except for price changes as a result of changes to VAT rates.
- 6.2 In derogation to the previous section, GymCreators B.V. can offer products or services, of which the prices are subject to fluctuations on the financial market where GymCreators B.V. has no influence, at variable prices. Prices that are based on manufacturer's prices, exchange rates, and levies, including import duties and transportation rates, that are effective at the time of submittal, are the factors determining prices. The prices listed on the order confirmation are binding.
- 6.3 GymCreators B.V. only delivers abroad against payment by credit card (Mastercard, Visa, and American Express), advance payment by bank transfer or via PayPal. A client with a Dutch bank account number can settle, besides the payment options listed above, as well via iDEAL. In case of payment by bank transfer, the client receives the order confirmation by e-mail.
- 6.4 Price increases within three months after conclusion of the agreement are only permitted if they are the consequence of legal arrangements or provisions.
- 6.5 Price increases as from three months after conclusion of the agreement are only permitted if GymCreators B.V. has stipulated this and they are the result of legal arrangements or

- provisions or the client has the authority to cancel the agreement with effect as from the day on which the price increase becomes effective.
- 6.6 To the extent it has not been established otherwise in the agreement or additional conditions, the amounts owed by the client must be settled within fourteen days after the reflection period has become effective, or in the absence of a reflection period; within fourteen days after conclusion of the agreement. In case of an agreement for the provision of a service, this term commences on the day after the client has received the confirmation of the agreement.
- 6.7 The client is under the obligation to immediately report inaccuracies in payment details provided or stated to GymCreators B.V.
- 6.8 If after having been reminded by GymCreators B.V. about the late payment and GymCreators B.V. has conceded the client a term of fourteen days to still fulfil his payment obligations, the client does not meet his payment obligation(s) in time, he will owe statutory interest on the amount still due. GymCreators B.V. has the right to bill the extrajudicial costs incurred by them.
- 6.9 All judicial and extrajudicial costs that must be incurred by GymCreators B.V. in order to bring about compliance with the obligations of the client, or to claim compensation of damages from the client, are borne by this client. Parties expressly agree that the actual (legal) costs are owed, even to the extent these exceed the liquidation rate applied by the court.

Article 7 – Reservations, down payments, and cancellation costs

- 7.1 GymCreators B.V. has the right to demand full or partial advance payments from the client. In case the client fails to settle such a payment, GymCreators B.V. has the right to suspend the fulfilment of its obligations.
- 7.2 If the business customer wishes to cancel an order, cancellation costs are charged. The cancellation costs amount to 30% of the total purchase amount. Cancellation is only possible if GymCreators B.V. has not started with the processing of the order yet. If GymCreators has already started with the processing of the order, cancellation is no longer possible, and the total purchase amount must be paid on grounds of article 11.1 of these terms and conditions.

Article 8 – Compliance with the agreement and additional warranty

- 8.1 GymCreators B.V. guarantees that the products and/or services always correspond with the agreement, the specifications listed in the offer, the reasonable requirements of soundness and/or usability and the legal provisions and/or government regulations that are in place on the date of conclusion of the agreement.
- 8.2 By additional warranty is intended: any obligation of GymCreators B.V., their supplier, manufacturer or importer by which they grant certain rights or claims to the client that goes beyond what they are obliged to legally.

Article 9 – Delivery and implementation

- 9.1 GymCreators B.V. will observe the greatest possible diligence upon receiving and upon execution orders of products and upon assessing applications for the provision of services. As place of delivery applies the address communicated by the client to GymCreators B.V.
- 9.2 Delivery time commences after the agreement has been concluded, all information required for the execution of the order has been provided to GymCreators B.V. and payment has been received (if and insofar as this had to be done in advance).
- 9.3 Delivery costs and delivery time depend on the format and weight of the shipment, the country where the delivery must be carried out, and whether a product is delivered from stock.

- 9.4 The delivery times for materials or performances submitted cannot be considered strict and fatal time limits.
- 9.5 In case of physical delivery, GymCreators B.V. does not have to transport the products any further than the place where a vehicle can and may reach across properly accessible premises.
- 9.6 The client is obliged to render the assistance that is required for the carrying out of the performance of GymCreators B.V.
- 9.7 The client is obliged to accept the products or services at the moment that GymCreators B.V. delivers or has delivered, or at the moment that these are made available to the client according to agreement.
- 9.8 If the client refuses to accept or makes delivery impossible, GymCreators B.V. has the right to store these materials at the expense and risk of the client.
- 9.9 In case of visual damaging after receipt of the goods, the client is supposed to control the contents of the delivery immediately in the presence of the deliverer and to have damages simultaneously confirmed in writing.
- 9.10 In order to guarantee the swift delivery of the shipment, client must check the correctness of the address information.
- 9.11 Wrong addresses or addresses where the deliverer does not find the client may lead to additional costs for the delivery of the shipment.
- 9.12 In case a software package is also delivered with the product supplied, the client is responsible for the functioning of his hardware, software, peripheral equipment, and internet connection in order to make use of this software package.

Article 10 – Restitution procedure and right of revocation consumer

- 10.1 A consumer can revoke an agreement regarding the purchase of a product during a reflection period of fourteen days without stating grounds.
- 10.2 The reflection period referred to in section 1 becomes effective on the day after the consumer, or a third party designated in advance by the consumer, who is not the transporter, has received the product, or:
 - a. if the consumer has ordered several products on one and the same order: the day on which the consumer, or a third party designated by him, has received the last product. GymCreators B.V. may, on condition he has accordingly informed the consumer prior to the ordering process clearly, refuse an order of several products with varying delivery times.
 - b. if the delivery of a product consists of different shipments or parts: the day on which the consumer, or a third party designated by him, has received the last shipment or the last part;
 - c. in case of agreements for the regular delivery of products during a certain period: the day on which the consumer, or a third party designated by him, has received the first product.

Obligations of the consumer during the reflection period:

- 10.3 During the reflection period, the consumer will handle the product and the packaging with care. Consumer will only unwrap or use the product to as far as necessary to determine the nature, the characteristics, and the functioning of the product. The principle thereby is that the consumer may only handle and inspect the product as he would be allowed to do at a physical store.
- 10.4 The consumer is liable for the reduction of value of the product that is the result of a way of handling of the product that goes beyond what is permitted in section 3 of this article.

- 10.5 If the consumer exercises his right of revocation, he reports this within the reflection period in an unambiguous manner to GymCreators B.V.
- 10.6 As soon as possible, though within fourteen days as from the day following the notification referred to in section 1, the consumer sends the product back, or he hands it over to (an authorised representative of) GymCreators B.V. This is not required if GymCreators B.V. has offered to pick up the product themselves. The consumer has observed the restitution period if he sends back the product before the reflection period has expired.
- 10.7 The consumer sends back the product with all enclosed accessories, if reasonably possible in its original state and packaging, and in accordance with the reasonable and clear instructions provided by GymCreators B.V.
- 10.8 The risk and the burden of proof for the correct and timely exercise of the right of revocation lies with the consumer.
- 10.9 The consumer bears the direct costs of sending back the product.

Obligations of GymCreators B.V. in case of revocation:

- 10.10 If GymCreators B.V. makes possible the notification of revocation by the consumer in an electronic manner, he sends a confirmation of receipt immediately after receiving this notification.
- 10.11 GymCreators B.V. refunds the entire purchase price to the consumer, including any possible delivery costs invoiced by GymCreators B.V. for the returned product, without delay though within fourteen days following the day on which the consumer reports the revocation to them.
- 10.12 GymCreators B.V. uses the same means of payment for the refund as the one that was used by the consumer, unless the consumer agrees with a different method. The refund is free of charges for the consumer.
- 10.13 If the consumer has opted for a more expensive method of delivery than the cheapest standard delivery, GymCreators B.V. does not have to refund the additional costs for the more expensive method.

Exclusion right of revocation:

- 10.14 GymCreators B.V. can exclude the following products and services from the right of revocation:
- a. Products or services of which the price is subject to fluctuations on the financial market on which GymCreators B.V. has no influence and that may occur within the revocation period.
 - b. Products manufactured according to the specifications of the consumer that were not prefabricated and that are manufactured on the basis of an individual choice or decision of the consumer, or that are clearly intended for a specific person.
 - c. Service agreements, after full implementation of the service, but only if:
 - implementation has started with the express prior consent of the consumer; and
 - the consumer has declared that he forfeits his right of revocation as soon as GymCreators B.V. starts with the implementation of the service.
 - d. Sealed products which for reasons of the protection of health or hygiene are not suitable to be sent back and of which the seal has been broken after delivery;
 - e. The delivery of digital content otherwise than on a material carrier, but only if:
 - the implementation has started with the express prior consent of the consumer; and
 - the consumer has declared that he thereby forfeits his right of revocation.

Article 11 – Restitution procedure and right of revocation business customer

- 11.1 The right of restitution and the right of revocation are elements of Consumer Law. For business customers, the right of revocation does not apply. If the client is a business customer, no appeal to the right of restitution and the right of revocation is possible.

Article 12 – Suspension, retention, and rescission

- 12.1 If the client is in default on account of late payment or does not comply otherwise with his obligations from the underlying agreement, GymCreators B.V. is authorised, without prejudice to their rights from the law, and without prejudice to the obligations from the other articles from this agreement, to suspend the execution of orders or to rescind the agreement completely or in part.
- 12.2 If the is client in default on account of late payment or otherwise does not comply with his obligations from the underlying agreement, GymCreators B.V. is authorised, without prejudice to their rights from the law, and without prejudice to the obligations from the other articles from this agreement, to suspend its obligation to release a matter.
- 12.3 In case of the suspension of their performances, the exercise of the right of retention, or the rescission of the underlying agreement on grounds of this article, GymCreators B.V. is not liable for any damage in any manner whatsoever.

Article 13 – Conditions for vouchers and gift certificates

- 13.1 Vouchers from promotions cannot be purchased. They are being provided by GymCreators B.V. in connection with promotional campaigns and have an expiry date.
- 13.2 Vouchers from promotions are only valid during the period indicated and can be used only once while ordering on the website.
- 13.3 Vouchers cannot be combined with each other. It is possible, however, to redeem multiple gift certificates on a single order.
- 13.4 It is possible that a few brands are excluded from the voucher promotion or gift certificates. GymCreators B.V. is free to exclude brands.
- 13.5 The vouchers from promotions cannot be used for the purchase of gift certificates.
- 13.6 If a minimum order values is indicated on the voucher, it must be reached to render the voucher valid. In case no minimum order value is indicated, the value of the goods must be at least as high as the amount on the voucher. A possible balance is not paid out.
- 13.7 If the value of the gift certificate is not sufficient for the order, the remaining sum must be paid in addition.
- 13.8 Vouchers and gift certificates can only be redeemed prior to conclusion of the order/purchase. The voucher cannot be set off afterwards. The balance is not paid out in cash.
- 13.9 GymCreators B.V. cannot be held accountable when the gift certificate is lost or is stolen or in case it no longer is readable through one's own fault.

Article 14 – Complaints procedure

- 14.1 Complaints about the implementation of the agreement must be submitted within a reasonable term after the client has identified the defects, including a complete and clear description, to GymCreators B.V.
- 14.2 Complaints can be submitted via the customer services department of GymCreators B.V.
- 14.3 Complaints submitted to GymCreators B.V. are answered within a fourteen-day term, counted from the date of receipt, to the extent possible. If a complaint requires a foreseeably longer processing time, GymCreators B.V. answers with a confirmation of receipt within the 14-day term and, if possible, with an estimate of the processing time of the complaint.

- 14.4 If the complaint cannot be resolved within a reasonable term, or within three months after the submittal of the complaint, in mutual consultation, a dispute arises that is eligible for dispute resolution.

Article 15 – Privacy

- 15.1 The manner in which personal data is used and handled is elaborated in the privacy policy that you can find on the relevant website:
<https://www.gymcreators.com/privacy.html>
<https://www.master-sport.nl/privacy.html>
<https://www.accunIQ.nl/privacy.html>
<https://www.xebexfitness.nl/privacy.html>
<https://www.rxd-gear.com/privacy.html>

Article 16 – Warranty

- 16.1 GymCreators B.V. with regard to goods or parts delivered does not provide any warranty other than the warranty that is granted to GymCreators B.V. by the supplier regarding goods and/or the relevant part.
- 16.2 GymCreators B.V. provides two years' warranty on manufacturing, assembly, and installation errors.
- 16.3 The warranty of GymCreators B.V. lapses if a defect in the matter or a part thereof is the result of incorrect or inexperienced use, maintenance, or other negligence on the part of the client or if activities were carried out on the goods, or changes were applied to the goods, by others than GymCreators B.V. without their permission or order. The costs of detecting and restoring defects that are not covered by the warranty of GymCreators B.V. on grounds of this provision, will be billed to the client against the effective rates.

Article 17 – Liability

- 17.1 GymCreators B.V. is only liable towards the client and is only obliged to compensate damage to the extent it is evinced by this article.
- 17.2 In case GymCreators B.V. is held accountable for any form of damage, the liability of GymCreators B.V. is limited to the invoice value of the order, or rather the part of the order that the liability is in regard to.
- 17.3 If GymCreators B.V. would be liable towards the client, on any account whatsoever, GymCreators B.V. is only liable for the (material and physical) damage caused by the unsoundness of the goods delivered by them or in connection with the implementation of the agreement, if and to the extent this damage was caused by their grave or deliberate error or their deception. For other errors, GymCreators B.V. is not liable.
- 17.4 GymCreators B.V. is exclusively liable for direct damage and never for indirect damage (also including, though not solely, consequential damage, lost turnover, sales, or profit, and missed savings).
- 17.5 GymCreators B.V. expressly does not accept any liability and is not addressed by the client and is indemnified for damage:
- as a result of assembling goods himself and/or incorrectly.
 - as a result of and after a repair and/or changes to products or parts thereof carried out by the client or third parties.
 - as a result of inadequate cooperation, materials and/or incorrect or incomplete information provided by the client.
 - as a result of the inexperienced, incorrect, or the illegitimate use of the goods delivered, or use in a manner that is different from the one prescribed by the manufacturer or GymCreators B.V..

- e. that have occurred on account of their lawful exercise of rights of retention, suspension, and rescission granted to them by the law or by this agreement.
- 17.6 The client safeguards GymCreators B.V. against any possible claims by third parties that incur damage in connection with the implementation of the agreement and the cause of which cannot be attributed to GymCreators B.V.
- 17.7 Any legal claim for compensation of damages towards GymCreators B.V. lapses through the expiry of five years after the start of the day following the day on which the injured party has become or should have become aware of both the damage and the payability of the fine and of the person liable for this, and in any event through the expiry of twenty years after the event by which the damage was caused or the fine became payable. The client must report such an event within two months after discovery to GymCreators B.V. in writing. If the client fails to do so, any right of claim on GymCreators B.V. lapses.
- 17.8 In case of force majeure, GymCreators B.V. will not be liable towards the client and GymCreators B.V. will not owe any compensation of damages. The contractual obligations of GymCreators B.V. will be suspended until the case of force majeure ceases to exist. If the case of force majeure continues for an unreasonably prolonged period, GymCreators B.V. and the client have the right to terminate the agreement without compensation of damages. Considered force majeure is any circumstance that would hinder the implementation or delivery by GymCreators B.V. and that GymCreators B.V. does not have any influence on or control over.
- 17.9 As soon as materials, parts, or equipment intended for the implementation of the installation of the work have been supplied, the client bears the risk of damage, of any nature whatsoever, caused to these materials, parts, and equipment, such as embezzlement, fire, water damage, acts of violence, or damaging.

Article 18 – Service contracts or continuing performance agreements

- 18.1 The duration of the agreement is established in the agreement. If no duration is stipulated, it applies that the agreement is accepted for an indefinite time.
- 18.2 The client can cancel the agreement for an indefinite time at all times with due regard for a notice period of one calendar month. In case of an agreement for a fixed term, the possibility to cancel intermediately does not exist.
- 18.3 In case of cancellation, client will have to pay the full amount. GymCreators B.V. will then deliver the work already completed. If the price has been made dependent on the costs to be effectively incurred by GymCreators B.V., the price owed by the client is calculated on grounds of the costs incurred, the work done, and the profit that GymCreators B.V. would have made on the entire work. The amounts remain due after termination of the agreement and are instantly payable as from the day of termination.
- 18.4 If necessary for the implementation of the agreement, client takes care timely, free of charges, of the availability of and access to the premises, the building and/or the location where the activities must be carried out. Client thereby makes sure that GymCreators B.V. can make use, free of charges, of a suitable storage area, such (utility) facilities as may be required, such as power, (drinking) water, gas, compressed air, telecom, or a sewerage connection.
- 18.5 GymCreators B.V. has the right, to the extent the proper implementation of the agreement so requires, to have the order carried out in part by third parties.
- 18.6 If client does not meet the obligation of own maintenance on the matter, with the result that the established services of GymCreators B.V. become less possible or entirely impossible, GymCreators B.V. has the right to rescind the agreement. The full agreed amount remains due.
- 18.7 The total loss or complete destruction of the equipment indicated in the agreement ends this contract with immediate effect. If only a part of the equipment to be serviced by

GymCreators B.V. is lost, the contract remains effective to the extent it regards the maintenance on the existing equipment.

Article 19 – Retention of title

- 19.1 All goods delivered by GymCreators B.V. remain the property of GymCreators B.V. until the moment of full payment of all claims that GymCreators B.V. has on the client on account of the underlying agreement and conditions.
- 19.2 Upon arrival at the place of delivery, the risk of the goods to be delivered is permanently transferred to the client.
- 19.3 For as long as the goods are still the property of GymCreators B.V. on grounds of section 1, the client is not free to alienate, rent out, hand over in use or place outside its company, pledge or otherwise store the goods.

Article 20 – Rights of intellectual property

- 20.1 The client safeguards GymCreators B.V. against any claim by third parties on grounds of an (alleged) violation of a right of intellectual property as a result of use of the goods, designs, or other information provided to the client as a result of storage or delivery by GymCreators B.V. of the goods manufactured in accordance to that information.
- 20.2 GymCreators B.V. does not transfer the intellectual property right associated with the relevant matter along with the relevant materials or performances, nor are licenses granted in this way. Barring to the extent this is expressly established.

Article 21 – Modification of the order (additional and reduced work)

- 21.1 The client is authorised to ask for modifications to the agreement from GymCreators B.V.
- 21.2 GymCreators B.V. is not obligated to carry out a modification requested if the modification:
 - a. was not ordered in writing, or
 - b. would lead to an unacceptable disruption of the activities, or
 - c. it exceeds their knowledge and/or skills and/or abilities, or
 - d. it would not be in their interest, or
 - e. if parties do not reach a consensus regarding the financial consequences and the results with respect to the order.
- 21.3 The delivery time of the work or of parts of the work can be adjusted if still more and/or additional work is ordered or is necessary on account of circumstances as referred to above.

Article 22 – Bankruptcy

- 22.1 If the client ends up in a state of bankruptcy, suspension of payments, or is placed in receivership (pursuant to the civil code or the bankruptcy law), or the company is immobilised, the liquidation or dissolution of the company follows, the client is deemed to have legally fallen into default and GymCreators B.V. will have the right, without any obligation to compensate damage and without prejudice to the rights falling to them further, without any default notice or judicial intervention being required to such effect, to rescind or respectively declare rescinded the agreement completely or in part, or to suspend the (further) implementation of the agreement. In such case as may occur, GymCreators B.V. has the right to demand the immediate settlement of what they are entitled to.

Article 23 – Disputes

- 23.1 Agreements between GymCreators B.V. and the client that these terms and conditions are applicable to are exclusively subject to Dutch Law.
- 23.2 Disputes between the client and GymCreators B.V. regarding the formation or implementation of agreements with respect to products and services to be delivered or already being delivered by GymCreators B.V. can, with due regard for what is established

- below, be submitted both by the client and by GymCreators B.V. to arbitration organisation 'Geschillencommissie Webshop', PO Box 90600, 2509 LP in The Hague (www.sgc.nl).
- 23.3 A dispute is only taken under advisement by this arbitration board if the client has first presented his complaint to GymCreators B.V. within a reasonable term.
- 23.4 No later than twelve months after the dispute has arisen, the dispute must be filed in writing before said arbitration board.
- 23.5 In case the client wants to present a dispute to 'Geschillencommissie Webshop', GymCreators B.V. is bound by this choice. In case GymCreators B.V. wants to do so, the client will have to express himself within five weeks after a written request made to such effect by GymCreators B.V., in writing whether he so wishes, or whether he wants to have the dispute handled by the court of law competent to such effect. If GymCreators B.V. does not receive notice regarding the choice of the client within a five-week term, then GymCreators B.V. has the right to submit the dispute to the competent court.
- 23.6 The arbitration board 'Geschillencommissie Webshop' rules on the conditions as established in the regulation of the board (<http://www.degeschillencommissie.nl/over-ons/de-commissies/2701/webshop>). The decisions of arbitration board 'Geschillencommissie Webshop' are taken by way of binding advice.
- 23.7 The 'Geschillencommissie Webshop' will not treat a dispute or cease handling if suspension of payments has been granted to GymCreators B.V., they have ended up in a state of bankruptcy, or have factually terminated their business activities, before a dispute has been treated by the board at a hearing and a final judgment has been made.

Article 24 – Copyright

- 24.1 All pictures and texts in the catalogues and in the web shop are the property of GymCreators B.V. and are protected by copyright. In case of unlawful use, GymCreators B.V. will take legal action instantly and without notice.

Article 25 – Additional provisions

- 25.1 If the general terms and conditions or the agreement determine that a statement or expression must be made in writing, this requirement is met as well if the statement is made through electronic channels.
- 25.2 The version of the electronic message, sent or received, as saved by GymCreators B.V. counts as the proof thereof, barring proof to the contrary by the client.
- 25.3 GymCreators B.V. has the right without needing to request for permission from the client to engage third parties, ancillary persons and/or sub-contractors for the purpose of the activities, the provision of services, each time they deem such necessary for the proper and correct execution of the order.
- 25.4 GymCreators B.V. has the right, without needing to ask for permission for this from the client, to deploy machines from third parties, rented, leased, or otherwise, for the purpose of the activities, provision of services, each time they deem such necessary for the proper and correct execution of the order.
- 25.5 These general terms and conditions were drawn up in the Dutch, German, and English language. In case of a difference or contradiction between the Dutch text and the German or English text, or a difference in the interpretation thereof, the terms and conditions drawn up in the Dutch language will prevail.