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Article 1 – Definitions

In these conditions is intended by:

Reflection period: the term within which the consumer can exercise his right of revocation;

Consumer: the natural person who does not act for purposes related to his trading, business-, craftsmanship, or professional activity;

Right of revocation: the possibility for the consumer to forego the distance agreement within the reflection period;

Enterprise, contractor, or seller: GymCreators B.V., also acting under the trade names RXDGear, XEBEX Benelux, Master-Sport Benelux, Accuniq West-EU, Akuis Benelux;

Client, buyer, purchaser, counterparty: the consumer or the enterprise that has granted the order to the contractor to deliver products or to carry out activities;

(Purchase) agreement: an agreement whereby the consumer or professional customer acquires products, digital content and/or services in connection with a distance agreement and these matters, digital content and/or services are delivered by the contractor or by a third party on the basis of an arrangement between that third party and the contractor;

Distance Agreement: an agreement that is concluded between the client and the consumer in the context of an organised system for the sale of products, digital content and/or services at a distance, whereby up to and including the moment of conclusion of the agreement is made exclusively or as well of one or more techniques for communication at a distance;

Activities: all activities and products that are related to or flow from the agreement between parties, including the delivery of the materials required for such;

Professional customer: Customer not being a consumer;

Article 2 – Identity of the provider

GymCreators BV

Acting as well under the trade names RXDGear, XEBEX Benelux, Master-Sport Benelux, Accuniq West-EU, Akuis Benelux
Parlevinkerweg 44
5928 NV Venlo
the Netherlands
Phone number the Netherlands: +31 (0)85 7827494
Phone number Germany: +49 (0)15 906787318
E-mail: info@gymcreators.com

Chamber of Commerce number: 70221308

VAT-number: NL858198587B01

www.gymcreators.com - www.master-sport.nl – www.accuniq.nl – www.xebexfitness.nl – www.rxd-gear.com

Article 3 – Applicability terms and conditions

3.1 These terms and conditions are applicable to every offer and to each adopted agreement (also at a distance) between GymCreators B.V. and its associated trade names RXDGear, XEBEX Benelux, Master-Sport Benelux, Accuniq West-EU, Akuis Benelux (in the following referred to as: 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. If this is not reasonably possible, GymCreators B.V. will indicate, before the agreement is concluded, in what manner the terms and conditions can be perused and upon request of the client they will forward the terms and conditions as soon as possible, free of charges.

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 replaced by a provision that aligns most closely with the purpose of the inapplicable provision.

3.4 If besides these terms and conditions also specific product or service conditions are applicable, the client in case of contradictory conditions always appeal to the applicable provision that is most advantageous for him.

Article 4 – Offers, advertising, and examples

4.1 Every offer is made completely non-committally and only counts as an invitation to grant an order.

4.2 Every offer is valid for 30 days after the date of signing of the relevant quotation, unless it is expressly stated otherwise. All offers are valid depending on availability.

4.3 The offer contains a complete and precise description of the offered products, digital content and/or services. The description is sufficiently detailed to enable the proper assessment of the offer by the client. If GymCreators B.V. makes use of pictures, then these are a faithful representation of the products, digital content and/or services offered. Apparent mistakes or errors in the offer do not bind GymCreators B.V.

4.4 Delivered test products, borrowed materials and/or models remain the property of GymCreators B.V. These products, materials, or models must be returned within two months after the date of delivery to GymCreators B.V. If the products are not timely returned, then the purchase price will be passed on to the client. The right to return the products still thereby lapses.

4.5 Every offer contains such information that it is clear to the client what the rights and obligations are that are associated with acceptance of the offer.

Article 5 – Adoption of agreements

5.1 The agreement is adopted through offer and acceptance. A quotation prepared by GymCreators B.V. at all times is non-committal in the sense of article 6:219 section 2 BW (Civil Code). The request for a quotation by the client counts as an offer. The agreement subsequently is only adopted after the acceptance of this offer by GymCreators B.V. A quotation prepared by GymCreators B.V. also counts as a non-committal offer, which can still be revoked immediately after signing by client, as described in article 6:219 section 2 BW (Civil Code). An order confirmation only

counts as the confirmation of receipt of the offer made and does not constitute acceptance of the offer made yet.

5.2 With regard to agreements for which in connection with the scope and nature no order confirmation is sent, the invoice or advance invoice also counts as an order confirmation.

5.3 The content of the quotation/order confirmation is determinative for the content of the agreement and is deemed to correctly and completely represent this agreement.

5.4 If the client has made the offer through electronic channels, GymCreators B.V. forthwith confirms through electronic channels the receipt of the offer. For as long as the acceptance has not been confirmed by GymCreators B.V., the client is able to rescind the agreement.

5.5 If the agreement is adopted electronically, GymCreators B.V. takes appropriate technical and organisational measures to secure the electronic transfer of data and they will procure a safe web environment. GymCreators B.V. will also observe appropriate safety measures regarding the payment through electronic channels.

5.6 GymCreators B.V. can verify within the legal framework whether client is able to comply with his payment obligations, as well as all those facts and factors that are relevant to the reliable adoption of the distance agreement. If GymCreators B.V. has legitimate grounds based on this investigation not to enter into the agreement, he has the right, while providing a motivation, to reject an order or request, or to subject the implementation to special conditions.

5.7 GymCreators B.V. will at the latest upon the delivery of the product or service to the client send along the following information, in writing or in such a manner that it can be stored on a durable data carrier in an accessible manner by the client:

- The manner in which the client can have complaints addressed;
- The conditions on and the manner in which the client can exercise the right of revocation, or a clear notification regarding the right of revocation being excluded;
- The information on guarantees and existing service after purchase;
- The price including all taxes on the product, service and/or digital content; to the extent applicable the costs of delivery; and the manner of payment, delivery, or implementation of the distance agreement.

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 are not increased, barring 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 the prices of which are bound to fluctuations on the financial market and that GymCreators B.V. does not exert any influence on, at variable prices. This bondage by fluctuations and the fact that such prices as may have been listed are target prices, are stated upon the offer. Prices that are based on manufacturer's prices, exchange rates, and levies effective at the time of submittal, also including import duties and transport rates, are the price-determining factors. The prices that are 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), payment in advance by bank transfer or via PayPal. A client with a Netherlands bank account number can also settle the payment via IDEAL. In case of a payment by bank transfer, the client receives the order confirmation by e-mail.

6.4 Price increases within three months after the adoption of the agreement are only permitted if they are the result of legal arrangements or provisions.

6.5 Price increases as from three months after the adoption 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 from the day on which the price increase becomes effective.

6.6 The prices mentioned in the offer of products or services are listed in Euros (€) inclusive of VAT and exclusive of shipping costs.

6.7 To the extent it is not established otherwise in the agreement or additional conditions, the amounts owed by the client must be settled within fourteen days after entry into effect of the reflection period, 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.

6.8 The client has the obligation to report inaccuracies in payment information provided or stated without delay to GymCreators B.V.

6.9 If the client does not timely comply with his payment obligation(s), he owes, after the late payment has been pointed out to him by GymCreators B.V. and GymCreators B.V. has granted the client a term of fourteen days to still comply with his payment obligations, after payment fails to occur within this 14-day term, the statutory interest, and GymCreators B.V. has the right to bill the extrajudicial collection costs incurred by them. These collection costs amount to a maximum of 15% on outstanding amounts up to € 2,500; 10% on the subsequent € 2,500, and 5% on the following € 5,000, with a minimum of € 40. GymCreators B.V. can deviate from the amounts and percentages indicated to the advantage of the client.

6.10 All judicial and extrajudicial costs that must be incurred by GymCreators B.V. in order to achieve compliance with the obligations of the client, or to claim damages from the client, are borne by this counterparty. Parties expressly agree that the actual (legal) costs are owed, also to the extent these exceed the tariff scale as applied by the court of law.

Article 7 – Reservations and down payments

7.1 GymCreators B.V. has the right to demand full or partial payment in advance from the client. In case the counterparty fails to comply with such a payment, GymCreators B.V. has the right to suspend compliance with its obligations.

7.2 In case of the sale of products to a consumer, not being a business customer, GymCreators B.V. can only render obligatory the payment of a maximum of 50%.

7.3 In case the order is cancelled after the revocation term and the agreement has thereby become irrevocable, then GymCreators B.V. has the right to claim the entire purchase amount, regardless of the grounds for cancellation.

7.4 Setoffs by the client, regardless of grounds, are not permitted, unless the counterclaim has been expressly acknowledged by GymCreators B.V.

Article 8 – Compliance agreement and extra warranty

8.1 GymCreators B.V. guarantees that the products and/or services always are compliant with the agreement, the specifications indicated in the offer, the reasonable requirements of soundness and/or usability, and the legal provisions and/or government regulations existing on the date of the adoption of the agreement.

8.2 An extra warranty provided by GymCreators B.V., their supplier, manufacturer, or importer never limits the legal rights and claims that the client can bring to bear vis-a-vis GymCreators B.V. on grounds of the agreement, if GymCreators B.V. has fallen short in complying with its part of the agreement.

8.3 By extra warranty is intended: any undertaking of GymCreators B.V., their supplier, manufacturer, or importer in which they attribute certain rights or claims to the client that go beyond what they are legally obliged to do in case they have fallen short in complying with their part of the agreement.

Article 9 – Delivery and implementation

9.1 GymCreators B.V. will observe the greatest possible diligence when receiving and implementing orders of products and upon the assessment of requests for the provision of services. As the place of delivery will count the address communicated by the client to GymCreators B.V.

9.2 The delivery time commences after the agreement has been concluded, all data required for the implementation of the order have been provided to GymCreators B.V., and the payment, if and to the extent it had to occur beforehand, has been received.

9.3 Delivery costs and delivery time depend on the dimensions and weight of the shipment, the country where the delivery must occur, and whether a product is delivered from stock.

9.4 The delivery times submitted for materials or performances cannot be considered strict time limits. The overrunning of the delivery time can only lead to default after a written default notice.

- 9.5 After rescission in conformity with the previous section, GymCreators B.V. will refund the amount that the client has paid without delay.
- 9.6 The risk of the damaging and/or going missing of products lies with GymCreators B.V. until the moment of delivery to the client or a representative designated and announced beforehand to GymCreators B.V., unless expressly established otherwise.
- 9.7 In case of physical delivery, GymCreators B.V. does not have to transport the matter beyond where a vehicle can and may reach on a properly passable terrain.
- 9.8 The client is obliged to render the assistance that is required for the conducting of the performance of GymCreators B.V.
- 9.9 The client is obliged to accept the products or matters at the moment that GymCreators B.V. delivers or has delivered, or at the moment that these are made available to the client in accordance with the agreement.
- 9.10 If the client refuses to accept or render delivery impossible, GymCreators B.V. has the right to store these materials at the expense and risk of the client.
- 9.11 In case of visible damaging after receipt of the goods, the client is supposed to immediately check the contents of the shipment in the presence of the deliverer and have damage immediately confirmed in writing.
- 9.12 The work is deemed to have been delivered if the whole has been provided to the client in operational condition and has been accepted. The work is deemed to have been accepted if and as soon as the client notifies GymCreators B.V. without inspection that the work is deemed completed, or if and as soon as the client commissions the work.
- 9.13 In order to guarantee the swift delivery of the shipment, client must control the correctness of the address information. As an alternative delivery address it is possible as well to submit the work address.
- 9.14 Wrong addresses or addresses where the delivered does not find the client can lead to delays and additional costs upon the delivery of the shipment.
- 9.15 In case along with the delivered product, a software package is delivered as well, the client is responsible for the functioning of his hardware, software, peripheral equipment, and internet connection to make use of this software package.

Article 10 – Return procedure and right of revocation

For products:

- 10.1 The client can rescind an agreement with regard to the purchase of a product during a reflection period, without stating grounds. GymCreators B.V. may ask the counterparty for the reason for revocation, but may not oblige him to state his reason(s).
- 10.2 The reflection period mentioned in section 1 enters into effect on the day after the counterparty, or a third party designated beforehand by the counterparty, who is not the transporter, has received the product, or:
- A. if the counterparty has ordered multiple products on the same order: the day on which the client, or a third party designated by him, has received the last product. GymCreators B.V. may, on condition he has accordingly informed the counterparty prior to the order process in a clear manner, reject an order of multiple products with varying delivery times;
 - B. if the delivery of a product consists of multiple shipments or parts: the day on which the counterparty, or a third party designated by him, has received the last shipment of the last part;
 - C. in case of agreements for the regular delivery of products during a certain period: the day on which the counterparty, or a third party designated by him, has received the first product.

For services:

- 10.3 The counterparty can rescind a service agreement during fourteen days without stating grounds. GymCreators B.V. may ask the counterparty for the reason for revocation, but may not oblige him to state his reason(s).
- 10.4 The reflection period indicated above enters into effect on the day that follows conclusion of the agreement.

Extended reflection period for products and services in case of not informing the consumer about the right of revocation:

10.5 If GymCreators B.V. has not provided the consumer with the legally obligatory information about the right of revocation, the reflection period ends twelve months after the end of the original reflection period that was established in accordance with the previous sections of this article.

10.6 If GymCreators B.V. has provided the information intended in the previous section to the counterparty within twelve months after the effective date of the original reflection period, the reflection period expires fourteen days after the day on which the counterparty has received that information.

Obligations of the counterparty during the reflection period:

10.7 During the reflection period, the counterparty will handle the product and the packaging diligently. He will only unwrap or use the product to the degree necessary to establish the nature, the characteristics, and the functioning of the product. The principle thereby is that the counterparty may only handle and inspect the product as he would be allowed to do in a store. You will have to bear the direct cost of returning the goods. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

10.8 The counterparty is only liable for reduction of value of the product that is the consequence of a manner of handling the product that goes beyond what is permitted in section 1.

10.9 The counterparty is not liable for the reduction of value of the product if GymCreators B.V. has not provided him with all legally obligatory information regarding the right of revocation prior to or upon conclusion of the agreement.

Exercise of the right of revocation by the counterparty and the costs thereof:

10.10 If the counterparty exercises his right of revocation, he reports this within the reflection period in an unequivocal manner to GymCreators B.V.

10.11 As soon as possible, though within fourteen days from the day following the report intended in section 1, the counterparty sends back the product, or hands it over to an (authorised representative of) GymCreators B.V. This is not necessary if GymCreators B.V. has offered to pick up the product themselves. The counterparty has observed the return shipping term in any case if he sends back the product before the reflection period has elapsed.

10.12 The counterparty sends back the product with all accessories that were supplied, if reasonably possible in the original condition and packaging, and in conformity with the reasonable and clear instructions provided by GymCreators B.V.

10.13 The risk and the burden of proof for the correct and timely exercise of the right of revocation lies with the counterparty.

10.14 The counterparty bears the direct costs for sending back the product.

10.15 If the counterparty revokes after first having expressly requested for the conducting of the service to commence during the reflection period, then the counterparty owes GymCreators B.V. an amount that is proportional to that part of the undertaking that was complied with by GymCreators B.V. at the moment of revocation, relative to total compliance with the undertaking.

10.16 The counterparty does not bear any costs for the implementation of services if:

A. GymCreators B.V. has not provided the counterparty with the legally obligatory information about the right of revocation or the compensation of costs in case of revocation, or;

B. the counterparty has nor expressly requested the commencement of the implementation of the service.

10.17 If the client exercises his right of revocation, all additional agreements are legally rescinded.

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

10.18 If GymCreators B.V. enables the notification of revocation by the counterparty in an electronic manner, they send a confirmation of receipt after receipt of this notification without delay.

10.19 GymCreators B.V. refunds all payments of the counterparty, including any possible delivery costs billed in case of a consumer by GymCreators B.V. for the returned product, without delay though within fourteen days following the day on which the counterparty notifies them of the

revocation. Unless GymCreators B.V. offer to pick up the product themselves, they may wait with refunding until they have received the product or until the counterparty demonstrates that he has sent back the product, depending on the moment arriving sooner.

10.20 For refunding, GymCreators B.V. uses the same means of payment that the counterparty has used, unless the counterparty agrees to a different method. The refund is free of charges for the counterparty.

10.21 If the counterparty has chosen a more expensive delivery method than the cheapest standard delivery, GymCreators B.V. does not have to pay back the additional costs for the more expensive method.

Exclusion right of revocation:

10.22 GymCreators B.V. can exclude the following products and services from the right of revocation, but only if GymCreators B.V. has stated this clearly in the offer, or at least timely before conclusion of the agreement:

- Products or services the price of which is bound to fluctuations on the financial market that the enterprise does not exert any influence on and that may occur within the revocation term;
- Products manufactured in accordance with specifications of the consumer, that were not pre-fabricated 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;
- Service agreements, after full implementation of the service, but only if:
 - A. the implementation has started with the express prior consent of the consumer; and
 - B. the consumer has stated that he forfeits his right of revocation as soon as the enterprise has carried out the agreement completely;
- Products that spoil fast or have a limited shelf life;
- Sealed products that for reasons of the protection of health or hygiene are not suitable to be sent back and the sealing of which was broken after delivery;
- The delivery of digital content otherwise than on a physical carrier, but only if:
 - A. the implementation has started with the express prior consent of the consumer; and
 - B. the consumer has stated that he thereby forfeits his right of revocation.

Article 11 – Suspension, retention, and rescission

11.1 If the client is in default on account of non-timely payment or otherwise does not comply with his obligations from the underlying agreement, then GymCreators B.V. is authorised, without prejudice to their rights from the law, and without prejudice to the obligations from the other articles of this agreement, to suspend the implementation of assignments or to rescind the agreement completely or in part.

11.2 If the client is in default on account of non-timely payment or otherwise does not comply with his obligations from the underlying agreement, then GymCreators B.V. is authorised, without prejudice to their rights from the law and without prejudice to the obligations from other articles of this agreement, to appeal to the right of retention and thereby suspend compliance with their obligations to release a matter.

11.3 Upon 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 in any manner for any damage.

Article 12 – Conditions for vouchers and gift cards

12.1 Vouchers from promotional activities cannot be purchased. They are issued by GymCreators B.V. in connection with promotional activities and have an expiry date.

12.2 Vouchers from promotional activities are only valid in the period indicated and can only be used once during an order on the website.

12.3 Vouchers cannot be combined. On one order, multiple gift cards can be redeemed, however.

12.4 It is possible that some brands are excluded from the voucher promotion or gift cards.

GymCreators B.V. is at liberty to exclude brands.

12.5 The vouchers from promotional activities cannot be used for the purchase of gift cards.

12.6 If a minimum order value is indicated on the voucher, it must be reached to render valid the voucher. In case no minimum order value is indicated, the value of the goods must be at least as high as the amount of the voucher. Any possible balance is not disbursed.

12.7 If the value of the gift card is not sufficient for the order, the balance will have to be paid.

12.8 Vouchers and gift cards can only be redeemed before concluding the order/purchase. The card cannot be set off afterwards. The credit is not paid out in cash.

12.9 GymCreators B.V. cannot be held accountable in case the gift card is lost or stolen or if, by own fault, it has become impossible to read.

Article 13 – Complaints mechanism

13.1 GymCreators B.V. has a sufficiently publicised complaints procedure and handles the complaint in accordance with this complaints procedure.

13.2 Complaints about the implementation of the agreement must be submitted within a reasonable term after the consumer has identified the defects, completely and clearly described, to GymCreators B.V.

13.3 Complaints can be submitted by way of customer services of GymCreators B.V.

13.4 Complaints submitted to GymCreators B.V. are answered within a term of fourteen days, counted from the date of receipt, to the extent possible. If a complaint requires a foreseeably longer processing time, within the 14-day term an answer is provided by GymCreators B.V. with a message of receipt and, if possible, an estimate of the processing time for the complaint.

13.5 If the complaint cannot be resolved within a reasonable term, nor can be resolved in mutual consultation within three months after submittal of the complaint, a dispute arises that is eligible for dispute resolution.

Article 14 – Privacy

14.1 The manner in which personal data are use 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 15 – Warranty

15.1 GymCreators B.V. does not provide any warranty with regard to matters delivered or parts thereof, otherwise than the warranty granted to GymCreators B.V. regarding the relevant matter and/or the relevant part by the supplier of that mater or that part.

15.2 For all products of GymCreators B.V., the legal warranty applies. This means that the client is entitled to a good product. Within the legal warranty, GymCreators B.V. makes sure that a defect in the product is repaired as soon as possible or that it is replaced (if repair is not possible).

15.3 The legal warranty term depends on the product and is aligned with the expected life cycle.

15.4 GymCreators B.V. grants two years' warranty on the manufacturing, assembly, and assembly errors.

15.5 The warranty of GymCreators B.V. lapses if a defect in the matter or a part thereof is the result of incorrect or inexpert use, maintenance, or other negligence on the part of the counterparty, or if activities or changes have been applied on the matter by others than GymCreators B.V. without their permission or order. The costs of the detection and restoral of defects that on grounds of this provision are not covered by the warranty of GymCreators B.V. will be billed to the counterparty against the effective rates.

Article 16 – Liability

16.1 GymCreators B.V. is only liable towards the counterparty and is only obliged to compensate damage to the extent it is evinced by this article.

16.2 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 to the part of the order that the liability is in regard to.

16.3 If GymCreators B.V. were to be liable vis-a-vis the counterparty, on any account whatsoever, then GymCreators B.V. is solely 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 that damage was caused by their grave or deliberate error or fraud. GymCreators B.V. is not liable for other errors.

16.4 GymCreators B.V. is exclusively liable for direct damage and never for indirect damage (also including, though not limited to, consequential damage, lost turnover, sales, or profit, and missed savings).

16.5 GymCreators B.V. expressly does not accept liability and is not addressed by the counterparty and is indemnified for damage:

- As a result of the assembly and/or incorrect assembly of goods by the client himself;
- As a result of and after a repair and/or modifications to products or parts thereof carried out by the counterparty or third parties;
- As a result of deficient collaboration, materials and/or incorrect or incomplete information provided by the counterparty;
- As a result of deficient and/or incorrect or incomplete information provided by official registers and other external sources;
- As a result of inexpert, incorrect, or illegitimate use of the delivered matters, or use in another manner than the one prescribed by the manufacturer or GymCreators B.V.;
- As a result of a negative assessment by a third party/third expert to the extent such is not based on a mathematical, biological, chemical, or physical scientifically acknowledged principle;
- Occurred due to their lawful exercise of rights of retention, suspension, and rescission, granted to them by law or by way of this agreement.

16.6 The counterparty 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.

16.7 Any legal claim for the compensation of damages vis-a-vis GymCreators B.V. lapses through the expiry of five years after the start of the day following the one on which the injured party has become or should have become aware of both the damage or the exigibility of the fine and of the person liable for it, and in any event through the expiry of twenty years after the event that the damage was caused by or the fine had become exigible. The counterparty must report such an event within two months after discovery to GymCreators B.V. in writing. If the counterparty fails to do so, any right of claim on GymCreators B.V. lapses.

16.8 In case of force majeure, GymCreators B.V. will not be liable vis-a-vis the counterparty and GymCreators B.V. will not owe any compensation of damages. The contractual obligations of GymCreators B.V. are suspended until the case of force majeure ceases to exist. If the case of force majeure continues for an unreasonable duration, GymCreators B.V. and the counterparty will 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 exert any influence on or control over.

16.9 As soon as materials, parts, or tools intended or respectively required for the implementation of the installation of the work have been delivered, the counterparty bears the risk, of any nature whatsoever, that may occur to these materials, parts, and tools, such as theft, fire, water damage, acts of God, or damaging, unless these matters are the result of negligence on the part of GymCreators B.V. and/or third parties engaged by them.

Article 17 – Service contracts or continuing performance contracts

17.1 The duration of the agreement is established in the agreement. If no duration is stipulated, then it applies that the agreement is adopted for an indefinite time.

17.2 The consumer can cancel the agreement at all times with a notice period of one month. In case of a duration of a maximum of one year, this option only exists at the end of the term of the agreement.

17.3 The business customer can cancel the agreement intermediately, with due observance of a notice period of 90 days.

17.4 In case of cancellation, client will have to pay the entire amount, minus the savings that flow from the cancellation for GymCreators B.V. GymCreators B.V. will then deliver the work already completed. If the price was rendered dependent on the costs effectively to be incurred by GymCreators B.V., the price owed by the client is calculated on the basis of the costs incurred, the labour conducted, and the profit that GymCreators B.V. would have made on the entire work. The amounts remain due after termination of the agreement and become instantly payable from the day of cancellation.

17.5 If necessary for the implementation of the agreement, client timely takes care of the availability of and free access to the premises, the building and/or the location where the activities must be conducted free of charges. Client thereby makes sure that GymCreators B.V. can make use free of charges of a suitable storage space, such (utilities) facilities as may be required, such as electrical power, (drinking) water, gas, compressed air, telecom or sewerage connection.

17.6 GymCreators B.V. has the right, to the extent the proper implementation of the agreement requires such, to have the assignment partially carried out by third parties. GymCreators B.V. will only proceed to do so after consultation with the client.

17.7 If the client does not meet his obligation to maintain the item himself, which means that the agreed services of GymCreators become less possible or completely impossible, GymCreators is entitled to dissolve the contract. The entire agreed amount remains due.

17.8 The total loss or total destruction of the devices specified in the contract terminates this contract with immediate effect. If only part of the equipment to be maintained by the contractor was destroyed, the contract shall remain in force insofar as it relates to the maintenance of the existing equipment.

Article 18 – Retention of title

18.1 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 counterparty on account of the underlying agreement and conditions.

18.2 Upon arrival at the place of delivery, the risk of the goods to be delivered is always and permanently transferred to the client.

18.3 For as long as the goods are still the property of GymCreators B.V. on grounds of section 1, the customer is not at liberty to dispose of the goods, to let them, to cede them for use, or to place them outside his company, to pawn them, or to keep them otherwise.

18.4 For as long as the goods are still the property of GymCreators B.V. on grounds of section 1, the purchaser commits himself upon first request to make available the goods to GymCreators B.V. The purchaser presently grants authorisation irrevocably to GymCreators B.V. to enter the place where the goods are located and to recover them. The purchaser upon request renders his assistance for the actions that are required in that context, on pain of a penalty payment of €500 for each day that the purchaser remains negligent in the matter.

Article 19 – Rights of intellectual property

19.1 The purchaser safeguards GymCreators B.V. and indemnifies GymCreators B.V. for any claim by third parties on grounds of an (alleged) violation of a right of intellectual property as a result of the use of matters, designs, or other data provided to the counterparty as a result of storage or delivery by GymCreators B.V. of the matters manufactured also in accordance with those data.

19.2 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 manner. Barring to the extent this is expressly agreed upon.

Article 20 – Modification of the assignment (additional and reduced work)

20.1 The client is authorised to order modifications to the agreement of GymCreators B.V.

- 20.2 GymCreators B.V. is not obliged to carry out a modification ordered if the modification:
- A. was not ordered in writing, or
 - B. would lead to an unacceptable disruption of the activities, or
 - C. would go beyond his knowledge and/or skills and/or capacities, or
 - D. would not be in his interest, or
 - E. if parties do not reach a consensus about the financial consequences with regard to the assignment.
- 20.3 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 due to the circumstances as indicated before. GymCreators B.V. will announce the extension of the term in writing and thereby establish such.

Article 21 – Bankruptcy

21.1 If the counterparty falls into a state of bankruptcy, suspension of payments, or is placed in receivership (pursuant to the civil code or the bankruptcy code), or the company is shut down, dissolution or liquidation of the company follows, then the counterparty is deemed to be legally in default, and GymCreators B.V. will have the right, without any obligation to compensate damage and without prejudice to the rights falling to them otherwise, without requirement of a default notice or judicial intervention 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 cases as may occur, GymCreators B.V. has the right to instantly demand the settlement of what is owed to them.

Article 22 – Disputes

- 22.1 To agreements between GymCreators B.V. and the client that these terms and conditions are in regard to, Netherlands legislation is exclusively applicable.
- 22.2 Disputes between the client and GymCreators B.V. about the adoption or implementation of agreements with regard to the products and services delivered or to be delivered by GymCreators B.V. can be submitted, with due regard for what is established below, both by the consumer and GymCreators B.V. to the Arbitration Committee 'Geschillencommissie Webshop', Postbus 90600, 2509 LP in The Hague (www.sgc.nl).
- 22.3 A dispute is only taken under advisement by the Arbitration Committee if the client has first presented his complaint within a reasonable term to GymCreators B.V.
- 22.4 No later than twelve months after the dispute has arisen, the dispute must be filed with the Arbitration Committee in writing.
- 22.5 In case the client wants to present a dispute to the Arbitration Committee, then GymCreators B.V. is bound by this choice. In case GymCreators B.V. wants to do so, the client will have to state in writing within five weeks after a request made to such effect in writing by GymCreators B.V., whether he wishes this as well or wants to have the dispute handled by the court of law competent to such effect. If GymCreators B.V. is not notified of the choice of the consumer within the term of five weeks, then GymCreators B.V. has the right to present the dispute to the competent court of law.
- 22.6 The Arbitration Committee rules on the conditions as established in the regulation of the Arbitration Committee 'Geschillencommissie' (<http://www.degeschillencommissie.nl/over-ons/de-commissies/2701/webshop>). The decisions of the Arbitration Committee occur by way of binding advice.
- 22.7 The Arbitration Committee will not handle a dispute or cease handling if suspension of payments has been granted to GymCreators B.V., if it has fallen into a state of bankruptcy, or it has affectively ended its business activities, before a dispute has been handled by the committee at a hearing and a final ruling has been pronounced.

Article 23 – Copyright

23.1 All pictures and texts in the catalogues and in the webshop are the property of GymCreators B.V. and are protected by copyrights legislation. In case of unlawful use, GymCreators B.V. takes legal measures immediately and without announcement.

Article 24 – Additional provisions

24.1 If the terms and conditions or the agreement determine that a statement or expression must be made in writing, then this requirement is met as well if the statement is made through electronic channels.

24.2 The version of the electronic message, sent or received, as stored by GymCreators B.V. counts as proof thereof, barring proof to the contrary by the counterparty.

24.3 GymCreators B.V. has the right, without needing to ask for permission from the counterparty for this, to deploy third parties, auxiliary persons and/or sub-contractors for the purpose of the activities, provision of services every time it deems such necessary for the proper and correct implementation of the order.

24.4 GymCreators B.V. has the right, without needing to ask permission for this from the counterparty, to deploy machinery from third parties, leased or otherwise, for the purpose of the activities, provision of services every time it deems such necessary for the proper and correct implementation of the order.

24.5 These terms and conditions have been 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 prevail.