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**Terms and Conditions**  
**Wealthy Whisky Society**

**Article 1. Definitions**

**1.1 Wealthy Whisky Society:**

The enterprise Wealthy Whisky Society, registered in the trade register of the Chamber of Commerce in Eindhoven under number 89437187, located at Moorland 3F 5688 GA Oirschot, as well as affiliated enterprises. Hereinafter referred to as WWS.

**1.2 Consumer:**

Any natural person who does not act for purposes related to their trade, business, craft, or professional activity;

**1.3 Customer:**

The natural or legal person, acting for purposes related to their trade, business, craft, or professional activities, as well as non-legal entities with whom WWS (intends to) enter(s) into an agreement.

**1.4 Distance Agreement:**

An agreement concluded between WWS and the consumer as part of an organized system for distance selling of products, digital content, and/or services, where, up to and including the conclusion of the agreement, only or partly use is made of one or more techniques for communication at a distance;

**1.5 Cooling-off Period:**

The period within which the consumer can exercise his right of withdrawal;

**1.6 Services:**

The services to be provided by WWS as apparent from the agreement concluded between the parties;

**1.7 Technique for Communication at a Distance:**

A means that can be used to conclude an agreement, without the consumer and the entrepreneur having to be together in the same room at the same time;

**1.8 Digital Content:**

All data presented, produced, and/or delivered in digital form;

**1.9 Right of Withdrawal:**

The consumer's ability to withdraw from the distance agreement within the cooling-off period;

**1.10 Personnel:**

all (assistants) persons, whether or not employed by WWS, deployed by WWS in the execution of the Agreement;

**1.11 Day:**

A calendar day;

**1.12 Goods:**

all goods and animals, whether or not owned by Promeon, deployed by Promeon in the execution of the Agreement.

**Article 2. General**

2.1 These general terms and conditions apply to all legal acts, offers, deliveries, and agreements, whether or not at a distance, concluded by WWS or (one of its) subsidiaries with consumers and/or customers. These general terms and conditions also apply to all stages preceding the conclusion of such an agreement and to the services and activities performed by WWS before the conclusion thereof. The customer accepts these general terms and conditions and any conditions of the customer are expressly rejected.

2.2 If the distance agreement is concluded electronically, in deviation from the previous paragraph and before the distance agreement is concluded, the text of these general terms and conditions can be made available to the consumer electronically in such a way that the consumer can easily store it on a durable data carrier. If this is reasonably impossible, it will be indicated before the distance agreement is concluded where the general terms and conditions can be accessed electronically and that they will be sent to the consumer free of charge electronically or in another way upon request.

2.3 All quotations from WWS are, unless explicitly stated otherwise, without obligation. WWS is only bound after it has confirmed the order in writing. The period within which a quotation remains valid is 14 days, unless explicitly agreed otherwise.



**2.4** If multiple agreements have been concluded with regard to the delivery of products and/or services, the last one dated applies.

**2.5** WWS may apply additional conditions for the delivery of specific products and/or services. These will be made known to the Consumer and/or Customer as much as possible before the conclusion of the (electronic) agreement.

### **Article 3. Agreement**

**3.1** The agreement is concluded, subject to the provisions of paragraph 4, at the moment of acceptance by the consumer of the offer and the fulfillment of the conditions stated therein.

**3.2** If the consumer has accepted the offer electronically, WWS will immediately confirm receipt of the acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed by WWS, the consumer can dissolve the agreement.

**3.3** If the agreement is concluded electronically, WWS will take appropriate technical and organizational measures to secure the electronic transfer of data and will provide a secure web environment. If the Consumer can pay electronically, WWS will take appropriate security measures for this.

**3.4** Within the statutory frameworks, WWS may - inquire whether the Consumer can meet his payment obligations, as well as all those facts and factors that are of importance for a responsible conclusion of the distance agreement. If, on the basis of this investigation, WWS has good reasons not to enter into the agreement, it is entitled to refuse a order or request or to attach special conditions to the execution.

**3.5** At the latest upon delivery of the product, service, or digital content to the Consumer, WWS will send the following information, in writing or in such a way that it can be stored by the Consumer in an accessible manner on a durable data carrier:

the visiting address of the establishment of the entrepreneur where the consumer can address complaints;

the conditions under which and the manner in which the consumer can make use of the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;

information about warranties and existing after-sales service;

the price including all taxes of the product, service, or digital content; if applicable, the delivery costs; and the method of payment, delivery, or execution of the distance agreement;

the requirements for termination of the agreement if the agreement has a duration of more than one year or is of indefinite duration;

if the consumer has a right of withdrawal, the model withdrawal form.

### **Article 4. Age Verification**

**4.1** The sale of spirits is only permitted to persons aged 18 and older. By visiting the website and placing an order, the Consumer confirms that he has reached the legal age.

**4.2** Upon delivery of the ordered products, the age of the recipient will be checked by means of a valid identification document. If the recipient is younger than 18 years old, the ordered products will not be delivered and will be returned to WWS.

### **Article 5. Order and Delivery**

**5.1** Orders can only be placed electronically via the website of WWS or by email. Orders by email will first be confirmed in writing by WWS, after which an invoice will be sent. After fulfilling the payment obligation, products will be dispatched.

**5.2** WWS will exercise the utmost care in receiving and executing orders for products and requests for services.

**5.3** The place of delivery is the address provided by the Consumer or Customer or at a recognized parcel point where age verification can be carried out.

**5.4** Delivery times are indicative and not binding. WWS will process the order and proceed with delivery as soon as possible but within 30 days at the latest. If delivery is delayed or if an order cannot be executed or only partially executed, the consumer will be notified within 30 days after placing the order. In this case, the

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consumer has the right to dissolve the agreement free of charge and is entitled to any compensation.

**5.5** After dissolution as referred to in paragraph 5 of this article, WWS will immediately refund the amount paid by the Consumer or Customer.

**5.6** WWS reserves the right to cancel or refuse an order or delivery at any time. The Consumer or Customer cannot derive any rights from this.

**5.7** The Incoterm Delivered at Place (DAP) applies to business orders, unless otherwise agreed in writing. This means that WWS is responsible for transport to the agreed delivery location. The buyer is responsible for all further costs such as import duties, taxes or other local charges, if applicable.

**5.8** If the business buyer has specific transport wishes that deviate from the standard conditions under DAP, these must be confirmed in writing in advance by WWS. Without this confirmation, WWS will not use specific transportation or shipping methods.

#### **Article 6. Price Payment – and Change**

**6.1** All prices include VAT and other levies imposed by the government, unless explicitly stated otherwise.

**6.2** Changes to stated prices, even after sending the order confirmation, are explicitly reserved. WWS is entitled to pass on price-increasing changes due to, among others, changes in procurement, raw materials, transport, wages, and other employment conditions, wage supplements, as well as cost increases due to external costs (such as delivery costs) and other tariffs, rights, charges, and taxes that are cost-increasing to the Consumer and/or Customer.

#### **Article 7. Payment**

**7.1** Orders via the website of WWS are paid digitally by the Consumer and/or Customer in the ordering process.

**7.2** If agreed otherwise, payments must be made to the account within a maximum of 30 days after the invoice date, whereby the Customer is not entitled to apply any discount or compensation to the due payments.

**7.3** If the Consumer and/or Customer does not, not timely, or not fully comply with its payment obligation, from the due date, WWS is entitled to statutory commercial interest on the total amount due, whereby part of the month counts as a full month. If the Consumer and/or Customer remains in default after notice of default, the claim may be passed on to a third party, including all costs charged by external experts in addition to the costs established by law, related to the collection of this claim or exercising legal action in another way, the amount of which is determined at a minimum of fifteen percent (15%) of the total amount unless the statutory interest in the sense of article 6:119a BW is higher, in which case this statutory interest applies.

#### **Article 8. Right of Withdrawal**

**8.1** The Consumer can dissolve an agreement regarding the purchase of a product within a cooling-off period of 14 days without giving any reason. WWS may ask the Consumer for the reason for withdrawal, but cannot compel him to provide his reasons.

**8.2** The cooling-off period referred to in paragraph 1 starts on the day after the Consumer, or a third party designated by the Consumer who is not the carrier, has received the product, or:

- a. if the Consumer has ordered several products in the same order: the day on which the Consumer, or a third party designated by him, has received the last product. WWS may refuse an order for multiple products with different delivery times, provided that it has informed the consumer clearly before the ordering process.
- b. if the delivery of a product consists of several shipments or parts: the day on which the Consumer, or a third party designated by him, has received the last shipment or part;
- c. in the case of agreements for regular delivery of products over a certain period: the day on which the Consumer, or a third party designated by him, has received the first product.

#### **Article 9. Obligations during Cooling-off Period**

**9.1** During the cooling-off period, the Consumer and/or Customer will handle the product and packaging with care. He will only unpack or use the product to the extent necessary to determine the nature, characteristics, and functioning of the product. The

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starting point here is that the Consumer and/or Customer may only handle and inspect the product as he would be allowed to do in a store.

**9.2** The Consumer and/or Customer is only liable for depreciation of the product resulting from a way of handling the product that goes beyond what is permitted in paragraph 1 of this article.

**9.3** The Consumer is not liable for depreciation of the product if WWS has not provided him with all legally required information about the right of withdrawal before or at the conclusion of the agreement.

#### **Article 10. Exercise of the Right of Withdrawal by the Consumer and Costs**

**10.1** If the Consumer uses his right of withdrawal, he will report this within the cooling-off period by means of the model withdrawal form or in another unequivocal manner to WWS.

**10.2** As soon as possible, but within 14 days from the day following the report referred to in paragraph 1, the Consumer will return the product or hand it over to (an authorized representative of) WWS. This is not necessary if WWS has offered to collect the product itself. The Consumer has in any case observed the return period if he returns the product before the cooling-off period has expired.

**10.3** The Consumer returns the product with all supplied accessories, if reasonably possible in the original condition and packaging, and in accordance with the reasonable and clear instructions provided by WWS.

**10.4** The risk and the burden of proof for the correct and timely exercise of the right of withdrawal lie with the Consumer.

**10.5** The Consumer bears the direct costs of returning the product. If WWS has not stated that the Consumer must bear these costs or if WWS indicates that it will bear the costs itself, the Consumer does not have to bear the costs of return.

**10.6** If the Consumer and/or Customer makes use of his right of withdrawal, all additional agreements are automatically dissolved.

#### **Article 11. Obligations of WWS in Case of Withdrawal**

**11.1** If WWS makes it possible for the Consumer and/or Customer to report the withdrawal electronically, it will immediately send a confirmation of receipt after receiving this notification.

**11.2** WWS will reimburse all payments made by the Consumer and/or Customer, including any delivery costs charged by WWS for the returned product, immediately but within 14 days following the day on which the Consumer notifies him of the withdrawal. Unless WWS offers to collect the product itself, it may wait with repayment until it has received the product or until the Consumer demonstrates that he has returned the product, whichever occurs earlier.

**11.3** WWS will use the same means of payment for repayment that the consumer has used unless the Consumer agrees to a different method. The repayment is free of charge for the Consumer.

**11.4** If the Consumer has opted for a more expensive method of delivery than the cheapest standard delivery, WWS does not have to refund the additional costs for the more expensive method.

#### **Article 12. Exclusion of the Right of Withdrawal**

**12.1** Alcoholic beverages for which the price was agreed upon at the conclusion of the agreement, but for which delivery can only take place after 30 days, and whose actual value depends on fluctuations in the market over which WWS has no influence;

**12.2** Sealed products that are for reasons of protection of health or hygiene not suitable to be returned and of which the seal has been broken or damaged.

#### **Article 13. Complaints Procedure**

**13.1** WWS has a sufficiently publicized complaints procedure and handles the complaint in accordance with this complaints procedure.

**13.2** Complaints about the implementation of the agreement must be submitted to WWS in full and clearly described within a reasonable time after the Consumer and/or Customer has discovered the defects.

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**13.3** Complaints submitted to WWS will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, WWS will respond within the period of 14 days with a message of receipt and an indication of when the Consumer can expect a more detailed answer.

**13.4** The Consumer must give WWS at least 8 weeks to resolve the complaint through mutual consultation. After this period, a dispute arises that is susceptible to dispute resolution.

#### **Article 14. Intellectual Property Rights**

**14.1** The Consumer and/or Customer undertakes to use the (digital) information and performances supplied by WWS only for its own use and not to make them available to Third Parties in any way.

**14.2** All intellectual property rights, such as copyrights and copyright with regard to the computer programs, system designs, working methods, advice, house styles, brand carriers, etc., originating from WWS or used by WWS remain the property of WWS. Use of these rights (disclosure or transfer included) is only permitted to support the purchase or the services to be delivered.

**14.3** Without explicit written permission from WWS, it is not permitted to use texts, photo and video material, or other matters. The copyright and intellectual property rights are held by WWS. In case of unauthorized use, WWS will take legal action.

#### **Article 15. Disputes and Applicable Law**

**15.1** Only Dutch law applies to the agreements concluded between the Consumer and/or Customer and WWS.

**15.2** All disputes arising in connection with the conclusion and execution of these Agreements between the Consumer and/or Customer and WWS will be settled on the basis of mediation in cooperation with WWS's in-house legal counsel.

