

1. Definitions

â€œGeneral Conditionsâ€: these general conditions.

â€œOrder Formâ€: electronic document including a further specification of the Product and/or with which an order for the Product is placed or with which the Product is ordered or reserved.

â€œRainbow Roadâ€: Rainbow Road is a tradename of Cross financial services B.V. a company with its principal place of business at Cornelis Zillesenlaan 92, Amsterdam, The Netherlands, Chamber of Commerce number?.

â€œConsumerâ€: a natural person not acting in the exercise of a profession or business.

â€œHyperlinkâ€: a specification in a web page that forms a link to another web page.

â€œIntellectual Property Rightsâ€: all intellectual property rights and related rights, such as copyright, the right to a trademark, patent law, model rights, trade name rights, databank rights and related rights.

â€œCustomerâ€: the natural person or entity with whom Rainbow Road has entered into the Agreement or who is visiting the Rainbow Road Webshop.

â€œRainbow Road Webshopâ€: the digital shop where Rainbow Road sells its Products.

â€œAgreementâ€: the Agreement between RAINBOW ROAD and the Customer to supply the Product ordered in the RAINBOW ROAD Webshop.

â€œThe Partiesâ€: each Party to the Agreement.

â€œProduct(s)â€: all goods to be supplied or delivered or which have been supplied or delivered by Rainbow Road under the Agreement.

2. General

2.1. RAINBOW ROAD sells its Products in the RAINBOW ROAD Webshop.Â

3. Applicability

3.1. These General Conditions apply to each offer in the RAINBOW ROAD Webshop and to the Agreement resulting therefrom.

3.2. If one or more provisions are declared void or are nullified by an authority empowered

thereto, than other provisions of these General Conditions or the Agreements concluded between the Parties to which these conditions apply will remain unimpaired.

4. Formation of the Agreement

4.1. Statements made by Rainbow Road on the RAINBOW ROAD Webshop regarding the supplying of Products will apply as an invitation to make an offer. Each Agreement is entered into under the suspensive condition of sufficient availability of the Products concerned. The Agreement will arise as a result of the confirmation of the Customer's order. Confirmation will take place by the sending of an e-mail to the Customer. As long as the receipt of the acceptance has not been confirmed, the Customer may terminate the Agreement.

4.2. Rainbow Road will ensure that before the Agreement is concluded, the General Conditions will be made available to the Customer through a Hyperlink in the RAINBOW ROAD Webshop. The Customer himself/itself is responsible for the saving and printing, if required, of the General Conditions and the Agreement by means of the facilities available to that end in the RAINBOW ROAD Webshop and for access to the saved copies.

4.3. Without prejudicing any current legal obligations to store the Agreement and/or the General Conditions, Rainbow Road is not obliged to keep an archived Agreement and/or archived General Conditions in a manner accessible to the Customer.

5. Implementation

5.1. If the Customer has placed an order in the RAINBOW ROAD Webshop, Rainbow Road will fill the order one day after the date of the order at the latest.

5.2. All communication between Rainbow Road and the Customer can take place electronically, except if the General Conditions and/or the Agreement and/or the law states otherwise.

5.3. Electronic communication will be deemed to have been received on the day on which it is

sent, unless the recipient thereof proves the contrary. If the communication has not been received as a result of delivery and/or access problems with regard to the e-mail box of the Customer, this will be for the risk of the Customer, even if the e-mail box has been placed with a third party.

6. Termination and revocation

6.1. If, despite warnings mentioning a reasonable term, the Customer fails to fulfil any (payment) obligation flowing from an Agreement concluded with Rainbow Road or fails to

fulfil them on time or properly, Rainbow Road will be entitled, without judicial intervention and without being put into default, to terminate the Agreement or part thereof merely by a written declaration.

6.2. Following such termination, existing claims from both parties will be immediately due and payable. The Customer is liable for the loss and/or damage suffered by Rainbow Road consisting among other things of interest, loss of profit and transport costs.

6.3. For 14 (fourteen) days after purchase of Products, the Customer - provided he/ (it) is a Consumer - may terminate the Agreement without stating grounds. This term will begin to run on the day after receipt of the Product by or on behalf of the Customer. Within this term, the Customer must send Rainbow Road a written termination statement by registered post and must return the Products within this term at the latest, failing which Rainbow Road will invoke its general right of suspension with regard to reimbursement of the price.

6.4. During the term mentioned in Article 6.3, the Customer will handle the Product and the packaging with due care. The Customer will only unpack or use the Product to the extent that this is required to be able to judge whether he wishes to keep it. If the Customer wishes to exercise their right of revocation, they will return the Product together with all accessories supplied and 'if reasonably possible' in its original state and packaging to Rainbow Road, in conformity with the reasonable and clear instructions issued by Rainbow Road.

6.5. If the Customer makes use of their right of revocation, the costs of returning the Product will be for his/its expense at the most. If the Customer has made a payment, Rainbow Road will refund this sum as soon as possible, but within 30 (thirty) days of the return of the Product or revocation at the latest.

6.6. The right of the Customer, who is a Consumer, to revocation will not apply to: Products realised by Rainbow Road in accordance with specifications of the Customer, and audio and video recordings and computer software the seals of which the Customer has broken.

7.Price and payment

7.1. The Customer will pay the price mentioned on the Order Form for the Products ordered through the RAINBOW ROAD Webshop. Payment will take place in the manner mentioned in the RAINBOW ROAD Webshop.

7.2. Prices exclude Dutch VAT and other governmental levies. VAT will be added to the order to what applies to you as a consumer or VAT Business and country of shipping. The prices mentioned in the RAINBOW ROAD Webshop and in advertising may be adjusted without prior warning. The price mentioned on the Order Form is binding. If the price mentioned on the Order Form is more than the price mentioned elsewhere in the RAINBOW ROAD Webshop at the time of forming the Agreement, the Customer will have the right to terminate the Agreement within 2 (two) days as from its formation, without prejudicing, in the event of a Customer who is a Consumer, his/its other rights.

7.3. If the Customer fails to pay within the term mentioned in the RAINBOW ROAD Webshop, Rainbow Road will be entitled, in conformity with the statutory regulations, to charge collection costs and interests up till the date of full payment. If the Customer is not a Consumer, collection costs will be subject to a minimum of EUR 150.00 and will be at least 15% of the amount to be claimed.

8. Delivery

8.1. If the Customer orders a Product in the RAINBOW ROAD Webshop, Rainbow Road will supply it to the Customer within 30 (thirty) days at the latest.

8.2. Delivery times and/or delivery dates stated will never apply as strict deadlines, unless agreed otherwise in writing.

8.3. After they have been paid for, products will be sent to the Customer by an appropriate delivery service at the address that has been made known to Rainbow Road.

8.4. The risk of damage and/or loss being caused to products and/or products going missing will rest with Rainbow Road until the time of their delivery to the Customer or with a representative designated and made known to the subcontractor in advance, unless expressly agreed otherwise.

9. Guarantee and complaints

9.1. The Products have been manufactured to a high standard and have passed various technical tests and safety tests. In order to preserve the high quality of the Products, they must be installed, used and maintained as per the guidelines of RAINBOW ROAD as described in the instructions provided together with the Product. The incorrect installation, incorrect use, poor maintenance and / or alterations or repairs carried out by third parties may have a negative effect on the quality of the Products. Rainbow Road is not liable for any loss of quality in the Products caused as a result.

9.2. Rainbow Road guarantees the Customer that when used normally and correctly, the Products are free from defects with regard to their material or workmanship. In the event that the Product is nevertheless defect, the Customer who is a Dutch Consumer may invoke the guarantee scheme which they are entitled to under the Dutch Consumer Sales Act [wet inzake consumentenkoop]. For other Customers, a warranty period of two years will apply.

9.3. In the event of a defect Product, the Customer must notify Rainbow Road hereof within 14 days of discovering such a defect. The defect Product may be returned to Rainbow Road at no charge, preferably in the original packaging and with the original of the receipt or a copy thereof. Rainbow Road will then decide whether it will repair or replace the product or refund the sum paid for it.

9.4. Complaints regarding the Products can be filed in the manner described in the RAINBOW ROAD Webshop.

10. After-Sales Service Department of Rainbow Road

10.1. All correspondence regarding the Agreement and these General Conditions will take place with Rainbow Road's After-Sales Service Department. Please see the support section of the website.

11. Liability

11.1. Rainbow Road will never be liable for any indirect loss and/or damage suffered by the Customer or third parties, including consequential loss, loss of turnover and profit, loss of data and non-material loss and/or damage, relating to or arising from the Agreement or the use of the Products.

11.2. Without prejudicing that stipulated elsewhere in the Agreement, Rainbow Road's liability vis-a-vis the Customer on any basis whatsoever, will be restricted, per event (whereby a related series of events will be regarded as a single event), to the payment actually made by the Customer to Rainbow Road, excluding VAT, in the current calendar year, subject to a maximum of EUR 5,000.00.

12. Privacy

12.1. The Customer will be deemed to have taken due note of the privacy statement of RAINBOW ROAD (among other places, accessible here) and to agree to the processing of his/its personal details described therein.

13. Amendments and additions

13.1. Amendments and additions made to any provision in the Agreement and/or the General Conditions will only apply if they are agreed in writing and/or electronically and may only be thereby proven.

14. Miscellanea, applicable law and competent court

14.1. The General Conditions and the Agreement are governed by Dutch law. The regulations regarding the General Conditions in the Dutch Civil Code will not apply to the relationship with the Customer who is not a Consumer who has his/its principal place of business or place of residence outside the Netherlands.

14.2. Insofar as the law does not state otherwise, all rights, including rights of claim of the Customer vis-à-vis Rainbow Road, will cease to apply in any case 1 year after the time at which the client learned or could reasonably have learned of the existence of such rights, including rights of claim.

14.3. In its implementation of the Agreement, Rainbow Road may call in third parties at its own discretion but will, as a matter of course; remain responsible for fulfilling its obligations under the Agreement.

14.4. Rainbow Road may transfer rights and obligations arising from the Agreement to third parties and will notify the Customer with regard thereto. If the transfer of obligations to a third party is not reasonably acceptable for the Customer as a Consumer, they will have the right to terminate the Agreement within 5 (five) days of receiving the relevant announcement.

14.5. If, in the reasonable opinion of Rainbow Road, any provision in the General Conditions or the Agreement is void or otherwise unenforceable, Rainbow Road will have the right to nullify the remaining content of the Agreement, unless such a thing would be held unacceptable according to criteria of reasonableness and fairness.

14.6. Insofar as national or international rules of law do not imperatively prescribe otherwise, all disputes between the Parties will, at the discretion of the party filing the summons or application, be brought before the competent court in the district where the Party concerned has his/its place of residence or another competent court pursuant to national or international rules of law.

14.7. The applicability of the Vienna Sales Convention 1980 (CISG) is expressly ruled out.