

## TERMS AND CONDITIONS

Published by MCSystems trading as Wipics

### ARTICLE 1 - GENERAL

1. These terms and conditions only apply to transactions with Wipics.nl
2. In these terms and conditions, the buyer/client is referred to as the other party and Wipics.nl as the provider.
3. The present terms and conditions apply to every offer, agreement, sale and purchase, as well as to every delivery resulting therefrom, as well as to the provision of services, including contracts for services, unless expressly agreed otherwise. The present general terms and conditions also apply to an offer placed on the internet by the supplier which is accepted by the other party, to orders placed by the other party on the internet, as well as to orders placed by the other party to the supplier via the internet.
4. Deviations from or additions to these terms and conditions are only effective if confirmed in writing by the management of the provider.
5. If one or more provisions of these general terms and conditions of delivery and payment should be annulled, the other provisions of these terms and conditions will continue to apply in full. The provider and the other party will agree on replacement provisions in mutual consultation, whereby the purpose and intent of any annulled provisions will be taken into account as much as possible.

### ARTICLE 2 - PRICES AND CONCLUSION OF AGREEMENT

1. All quotations and offers from the provider, in whatever form, are without obligation, unless the contrary expressly arises therefrom.
2. All photos provided by the provider with the offer are displayed or indicated as accurately as possible.
3. If it concerns a traditional transaction, the agreement is concluded by acceptance of the offer by the other party.  
If the other party requests services and/or delivery of an item in the electronic environment, the agreement is concluded at the moment that the other party has received confirmation from the provider or the moment the provider has started the execution.

### ARTICLE 3 - PRICE

1. The (purchase) price is stated in euros.
2. Unless otherwise stated, all prices are:
  - including VAT, import duties, other taxes, levies and duties;
3. There are no costs associated with the usual packaging of the goods.
4. The prices offered by the supplier are based on the price-determining factors applicable at the time of the offer, including the factory prices of the goods, including wage bills.

## ARTICLE 4 - DELIVERY AND RISK

The risk is transferred to the other party after delivery. The risk of shipment by third parties, such as by post, is for the other party.

## ARTICLE 5 - DELIVERY TIMES

1. Stated delivery times can never be regarded as a strict deadline, unless expressly agreed otherwise. In the event of late delivery, the provider must therefore be given written notice of default.
2. The other party is obliged to cooperate, so that timely delivery by the offeror is made possible.

## ARTICLE 6 - PAYMENT

1. Unless otherwise agreed in writing in mutual consultation, payment via the Wipics website will be made at the latest upon delivery of the goods.
2. The provider is entitled to request a down payment of a maximum of 100% from the other party if a contract for services has been concluded between the provider and the other party with regard to which the entire invoicing and (residual) payment takes place after completion thereof.
3. The term referred to in the previous paragraph applies mutatis mutandis to price changes as referred to in Article 3 of these general terms and conditions of delivery and payment.
4. The provider is entitled to invoice each partial delivery.  
If the execution of an agreement takes place in parts, the supplier is entitled to demand payment for the partial delivery(s) made before making the other partial delivery(s).
5. All amounts to be charged to the other party will be increased by 1.5% (one and a half percent) interest per month, part of a month for a whole counted.
6. After expiry of the period of 14 days referred to in paragraph 1 of this article, the offeror is authorized to collect the amount owed to it without further notice of default. If, in the event of late payment, the provider has handed over its claim to third parties for collection, the other party will be obliged to fully reimburse the extrajudicial collection costs.  
These extrajudicial collection costs amount to fifteen percent of the amount to be claimed from the other party, including the aforementioned interest, but in all cases amount to a minimum of e 75 (seventy-five euros).  
The other party will also be obliged to fully reimburse the judicial costs.
7. If the other party is in default with the payment towards the provider, the latter has the right to suspend the further execution of all agreements between the parties until such payment has been made, while - if otherwise agreed - cash payment for the further delivery can be demanded.
8. If before or during the execution of an agreement, in the opinion of the provider, there are good reasons to doubt the timely payment by the other party, then the provider has the right not to deliver or to continue to deliver, unless at its request. and to its satisfaction, security has been provided by the other party for all that which the other party owes or will owe to the supplier. In the latter case, the supplier may also demand security in the time between delivery and payment, on pain of the price of

the goods already delivered becoming payable immediately and cessation of any further deliveries of goods.

9. The other party is obliged towards the offerer to provide the security referred to in paragraph 8 for all that it owes or will owe to the offerer, even if the offerer has not proceeded to suspend or discontinue its delivery services. The costs of legal assistance, service costs and the like on the part of the provider shall always be borne by the other party.

10. If the other party is in default with the payment and the supplier takes back the delivered goods, making use of the retention of title as referred to in Article 7 of these general terms and conditions of delivery and payment, the costs thereof will be borne by the other party.

## ARTICLE 7 - RETENTION OF TITLE

1. The supplier reserves the right of ownership of the goods delivered to the other party until all its claims against the other party with regard to the consideration for goods delivered or yet to be delivered by the offerer to the other party under any agreement, with regard to the consideration for services performed or to be performed by the provider under any agreement for the benefit of the other party and with regard to compensation for non-compliance with the aforementioned agreements.

2. As long as the ownership of the goods has not passed to the other party, the latter may not process, pledge or transfer ownership of the goods or grant any other right thereto to one or more third parties.

3. The supplier is hereby irrevocably authorized by the other party to take back or have taken back the goods delivered subject to retention of title without any judicial intervention, summons or notice of default. The other party must cooperate in this, on pain of a fine of e 500 (five hundred euros) per day that it fails to do so. The agreement is not dissolved by repossession of the provider, unless the provider has notified the other party of this.

## ARTICLE 8 - QUALITY

1. Unless expressly stipulated otherwise, normal quality is delivered and normal trade practices are regarded as agreed with regard to type, dimensions, number, etc. per trade unit.

2. The provider is entitled to have the agreement performed by a third party.

3. The provider, or the third party engaged by him, is obliged to perform the contract for services or the agreement with regard to the provision of services sufficiently and properly and in accordance with the provisions of the agreement, albeit that the provider the third party itself, within the limits of this obligation, determines how the work will be carried out. The provider or the third party will carry out the assignment to the best of its knowledge and ability and in accordance with the requirements of good workmanship.

## ARTICLE 9 - ACCEPTANCE AND ADVERTISING

1. Upon delivery of the goods, the other party must inspect whether the delivered goods comply with the agreement. Checking the number of goods delivered or any shortages, surplus and/or damage rests with the other party.

After receipt of the goods, the other party immediately complains about immediately known facts that are incorrect, such as incorrect quantities, incorrect descriptions or inaccuracies on the invoice and/or other documents, damage, shortcomings and the like. If a complaint is not made immediately after receipt, these facts are acknowledged as correct or it is acknowledged that the other party has received the goods undamaged. In order to be valid, these complaints must be reported by the other party immediately after the delivery of the goods.

2. Outwardly visible defects or outwardly visible deviations from the specifications must be submitted to the supplier in writing and with reasons as soon as possible, but no later than the working day on which the goods delivered have been received, by or on behalf of the other party; failing this, the other party is deemed to have accepted the delivered goods.

3. Defects that are not outwardly visible or not outwardly visible deviations from the specifications must be submitted to the supplier in writing and stating reasons as soon as possible, but no later than two months after discovery of these defects or deviations by or on behalf of the other party.

4. No complaints will be accepted on items of which the nature and/or composition has changed or on items that have been processed wholly or partially, are damaged or have been stripped of their original packaging.

5. If a complaint has been made with due observance of the provisions stated in this article and the complaint is well-founded, the offerer will, at its discretion, either pay fair compensation of no more than the invoice value of the complained part of the delivered goods, or replace the goods. after returning the originally delivered goods. The provider is not obliged to pay further compensation. Indirect damage will never be compensated.

6. For misunderstandings, mutilations, delays or improper transmission of (order) data and communications as a result of the use of the internet or any other means of communication in the traffic between the provider and the other party, or between the provider and third parties insofar as relating to the execution of the agreement between the provider and the other party, the provider is not liable, unless and insofar as there is intent or gross negligence on the part of the provider.

## ARTICLE 10 - INTELLECTUAL PROPERTY

1. The services provided by the provider, in the form of providing reports, photography for publication, etc. in the broadest sense of the word, are subject to intellectual property rights, which must be respected by the other party. The purpose for which the relevant assignment is provided by the other party, as well as for which the products, services and/or other goods supplied by the supplier are used by the other party, will be recorded in writing in advance between the provider and the other party.

If it appears that the assignment nevertheless serves a different purpose and/or the other party uses the delivered products, services and/or other goods for purposes other than those previously agreed, or if the delivered products and/or other goods are published in a larger edition than agreed in advance, or if the delivered products, services and/or other goods are used differently or more in any other way, the other party must pay the supplier a fee for this in accordance with the rates customary in the industry and cases, to indemnify and indemnify the provider in full. Purchase by

the other party of products via the website(s) of the provider for which no written agreement has been established in advance does not give any right to publication.

#### ARTICLE 11 - PROVIDER'S LIABILITY

1. The provider accepts no liability if it is unable to fulfill its obligations due to a non-attributable shortcoming.
2. In these general terms and conditions of delivery and payment, non-attributable shortcomings are understood to mean any circumstance as a result of which fulfillment of the agreement by the provider can no longer reasonably be required by the other party, including in any case war, danger of war, riot, flood, strike, worker exclusion, staff shortages, transport difficulties, late or improper execution of orders by subcontractors, fire, government measures, import and export bans, business disruptions and weather influences.
3. In the event of a non-attributable shortcoming, the provider is entitled at its discretion either to extend the delivery time by the duration of the impediment or to dissolve the agreement, insofar as it is affected by the impediment. If the other party summons the offerer to do so in writing, the offeror is obliged to make a statement regarding its choice within five working days.
4. The offerer is only liable for damage caused to property of the other party, which is the direct and exclusive result of a shortcoming attributable to the offerer, whereby compensation is expressly only eligible for damage against which the offerer is insured, or, in view of the customs applicable in the relevant industry, should reasonably have been insured. This limitation of liability does not apply if the damage is caused by intent or gross negligence on the part of the provider itself. The offerer is not obliged to compensate other damage, immaterial damage and/or consequential damage of the other party.
5. For misunderstandings, mutilations, delays, other damage and/or the improper transmission of (order) data and communications as a result of the use of the internet or any other means of communication in the traffic between the provider and the other party, or between the provider and third parties insofar as they relate to the execution of the agreement between the provider and the other party, the provider is not liable, unless and insofar as there is intent or gross negligence on the part of the provider.
6. The provider is not liable for any damage as a result of loss, breakdown, loss, etc. of any photographic material (including film, photo, slide and negative material, video or audio tapes, diskettes, electronic image carriers and other image, sound and/or information-carrying material), or for any other damage that has arisen to any photographic material during the process of developing and printing, or otherwise, regardless of the cause of the aforementioned damage. If any photographic material (including film, photo, slide and negative material, video or audio tapes, diskettes, electronic image carriers and other image, sound and/or information-carrying material) has been lost and/or damaged during the developing and printing, or otherwise damaged or lost, the supplier is exclusively obliged to offer the other party new photographic material of the same quantity and quality as the other party had offered for the development or execution of the order. To this end, the other party must provide the supplier with proof of delivery of the photographic material that has been destroyed, damaged or lost. The other party is also entitled to develop and print the relevant photographic material.

## ARTICLE 12 - LIABILITY OF THE OTHER PARTY

If the other party does not fulfill its obligations within five working days after being given notice of default by the provider, the provider is entitled to dissolve the agreement immediately without judicial intervention, while retaining any right to compensation.

## ARTICLE 13 - DISSOLUTION AND SUSPENSION

1. In the event of dissolution or suspension of the agreement by the provider as a result of a non-attributable shortcoming on the part of the provider, it will not be obliged to pay any compensation.

2. If the other party does not, not timely or not properly comply with obligations arising for it from any agreement concluded with the provider, as well as in the event of bankruptcy, suspension of payment or applicability of the debt rescheduling scheme or attachment under the other party, it will be deemed to be in default by operation of law and the provider is entitled to dissolve or suspend the agreement(s) in whole or in part without judicial intervention and without notice of default, without the provider being obliged to pay any compensation or guarantee and without prejudice to the provider further rights.

In the event of bankruptcy or suspension of payment of or attachment under the other party, the rent still to be paid is immediately due and payable and the other party is obliged to immediately notify the curator, administrator or attaching party that the offeror is the owner of the leased goods.

3. If the other party does not, not timely or not properly fulfill its obligations arising from the agreement concluded with the provider and the provider wishes to dissolve the agreement without judicial intervention and without notice of default as stated in paragraph 2 above, the provider is authorized to collect the goods rented to the other party from the other party. The costs of this are for the account of the other party. The other party is then obliged to immediately pay the rent still to be paid. The other party is furthermore obliged to immediately compensate the supplier for further damage and costs.

## ARTICLE 14 - APPLICABLE LAW

1. With regard to the agreement underlying these general terms and conditions of delivery and payment and of agreements resulting therefrom, the parties declare that they are subject to Dutch law.

2. The applicability of the version of the Vienna Sales Convention in force at the time of the conclusion of the agreement underlying these general delivery and payment conditions or of the agreements resulting from it is hereby completely excluded.

## ARTICLE 15 - DISPUTES

All disputes of whatever nature - including those that are only regarded as such by one of the parties - arising from the agreement underlying these general delivery and payment conditions or from the agreements resulting from it, should arise between the other party and the offerer, unless the other party notifies the offerer in writing that it prefers to apply to the competent court in which its place of residence is

located, the jurisdiction of any other body shall be excluded be settled by the competent district court under which the provider falls.

## PRIVACY STATEMENT

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Wipics has a strict privacy policy. We take your privacy very seriously and treat your personal information with great care. This privacy policy explains how we handle your information.

### ARTICLE 1 - Your information

Your name and email address are known to Wipics.nl because you have bought your photo in-store or online. You have entered your information so that the content could be sent to you by email. We store a copy of this content on our servers and will not be shared by any other parties.

### ARTICLE 2 - Use of your information

Your information will be used solely for the purpose of Wipic.nl, which is to make send you a digital picture. Your email address will not be used for any other marketing purposes and will not be passed on to other parties under any circumstances.

### ARTICLE 3 - Retention period

Your photo will be kept for 30 days. After 30 days, your picture will be removed and the pages that were linked to it will no longer be accessible. We will delete all the files permanently from our servers.

### ARTICLE 4 - Removal of your content

To remove your personal content directly from the Internet, contact us by E-mail and send the link of the content. Send a photo of yourself, so we can check the validity. If this is correct, we will remove the content a.s.a.p. and let you know when this is done.

## COOKIES

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### ARTICLE 1 - Visiting details

Wipics uses Google Analytics on this website, a web analysis service provided by Google Inc. ("Google"). Google Analytics uses "analytical cookies" (text files that are placed on your computer) to help analyze the use of the website. With this information, Wipics can improve the quality and effectiveness of its website.

For the use of these analytical cookies, it is not required to first request permission from website visitors, provided Wipics complies with the 4 steps as included in the manual privacy-friendly setting of Google Analytics of the Dutch Data Protection Authority.

Wipics complies with the above 4 steps and informs you about this as follows:

1. Wipics has concluded a processor agreement with Google;
2. Wipics has set up Google Analytics in a privacy-friendly manner, meaning that the information is anonymized as much as possible. The IP address consists of 4 so-called octets of 3 digits each. Wipics has chosen to mask the last octet of the IP address;
3. Wipics has disabled the option "share data with Google" in the default settings of Google Analytics. This means that the information collected is not shared with Google or others. Wipics has also not allowed Google to use the information obtained for other Google services;
4. Wipics informs visitors on its website about the use of Google Analytics.

Finally, we inform you that Wipics does not use other Google services in combination with the Google Analytics cookies.

### Contact

Do you have any questions or comments about this privacy Statement? If so, please contact us via the address details given below.

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