

# FIRST15<sup>®</sup>

Makes **everybody** a lifesaver.

## General terms and conditions – Products

General terms and conditions First15 B.V.

[www.first15.eu](http://www.first15.eu)

**FIRST15<sup>®</sup>**  
Makes **everybody** a lifesaver.

[klantenservice@first15.eu](mailto:klantenservice@first15.eu)

Private company First15 (hereinafter: First15) is registered with the Chamber of Commerce under number 81214391 and is located at Laan van Kronenburg 14 (1183AS) in Amstelveen.

## Article 1 - Definitions

1. In these general terms and conditions, the following terms are used in the following sense unless expressly stated otherwise:
2. **Offer:** Any written offer to the Buyer to supply Products by the Seller to which these terms and conditions are inseparably linked.
3. **Company:** The natural or legal person acting in the course of a profession or business.
4. **Consumer:** The natural person not acting in the exercise of a profession or business.
5. **Buyer:** The Company or Consumer entering into an Agreement (at a distance) with the Seller.
6. **Agreement:** The purchase agreement (at a distance) which extends to the sale and delivery of Products purchased by the Buyer from First15.
7. **Products:** The Products offered by First15 are first aid kits.
8. **Seller:** The provider of Products to the Buyer, hereinafter referred to as First15.

## Article 2 - Applicability

1. These terms and conditions apply to every First15 Offer and every Agreement between First15 and a Buyer and to every Product offered by First15.
2. Before an Agreement (at a distance) is concluded, the Buyer will be provided with these general terms and conditions. If this is not reasonably possible, First15 will indicate to the Buyer how the Buyer can inspect the general terms and conditions, which are in any case published on the First15 website, so that the Buyer can easily save these general terms and conditions on a durable data carrier.
3. In exceptional situations, these general terms and conditions may be deviated from if explicitly agreed in writing with First15.
4. These general terms and conditions also apply to additional, amended and follow-up agreements with the Buyer. Any general and/or purchase conditions of the Buyer are expressly rejected.
5. If one or more provisions of these general terms and conditions are partially or fully void or annulled, the remaining provisions of these general terms and conditions shall remain in force and the void/annulled provision(s) shall be replaced by a provision with the same scope as the original provision.
6. Uncertainties about the content, interpretation or situations not regulated in these general terms and conditions are to be assessed and explained according to the essence of these general terms and conditions.
7. Where reference is made in these general terms and conditions to she/him/him, this should also be construed as a reference to he/she/him, if and to the extent applicable.

## Article 3 – The offer

1. All offers made by First15 are non-binding, unless expressly stated otherwise in writing. If the Offer is limited or valid under specific conditions, this will be explicitly stated in the Offer. An Offer does not exist until it is made in writing.
2. The Offer made by First15 is without obligation. First15 is only bound by the Offer if the Buyer's acceptance is confirmed in writing within 14 days, or because the Buyer has already paid the amount

due. Nevertheless, First15 has the right to refuse an Agreement with a potential Buyer for a valid reason for First15.

3. The Offer contains an accurate description of the Product offered with corresponding prices. The description is detailed enough to enable the Buyer to make a proper assessment of the Offer. Obvious mistakes or errors in the Offer cannot bind First15. Any images and specific data in the Offer are only an indication and cannot be a ground for any compensation or dissolution of the Agreement (at a distance). First15 cannot guarantee that the colours in the image exactly match the real colours of the Product.

4. Delivery times and Deadlines stated in First15's Offer are indicative and if exceeded do not entitle the Buyer to rescission or damages, unless expressly agreed otherwise.

5. A composite quotation does not oblige First15 to deliver part of the items included in the proposal or Offer at part of the price quoted.

6. If and insofar as there is an offer, this does not automatically apply to repeat orders. Offers are only valid until stocks last, and on an as-is basis.

## **Article 4 - Conclusion of the Agreement**

1. The Agreement comes into effect the moment the Client has accepted an Offer and/or Agreement from First15 by explicitly and unambiguously agreeing to the Offer by e-mail.

2. An Offer may be made by First15 by telephone or email.

3. If Buyer has accepted the Offer by entering into an Agreement with First15, First15 will confirm the Agreement with Buyer in writing, at least by e-mail.

4. If the acceptance deviates (on minor points) from the Offer, First15 is not bound by it.

5. First15 is not bound by an Offer if the Buyer could reasonably have expected or should have understood that the Offer contains an obvious mistake or slip of the pen. The Buyer cannot derive any rights from this mistake or slip of the pen.

6. The right of withdrawal is excluded for Buyer being a Business. The Buyer being a Consumer is entitled to assert its right of withdrawal within the statutory period. If revocation is applicable, the Buyer shall handle the Product and its packaging with care. It shall only unpack or use the Product to the extent necessary to establish the nature, characteristics and functioning of the Product. The direct costs of returning the Product will be paid by the Buyer.

## **Article 5 - Execution of the Agreement**

1. First15 will execute the Agreement to the best of its knowledge and ability.

2. If and to the extent required for a proper execution of the Agreement, First15 has the right to have certain work performed by third parties at its own discretion.

3. The Buyer shall ensure that all data, which First15 indicates are necessary or which the Buyer should reasonably understand are necessary for the execution of the Agreement, are provided to First15 in a timely manner. If the data required for the execution of the Agreement are not provided to First15 on time, First15 has the right to suspend the execution of the Agreement.

4. When executing the Agreement, First15 is not obliged or required to follow Buyer's instructions if this changes the content or scope of the Agreement. If the directions result in additional work for First15, Buyer shall be obliged to pay the additional or supplementary costs accordingly.

5. First15 may require security from Buyer or full payment in advance before proceeding to execute the Agreement.
6. First15 is not liable for damage, of whatever nature, caused by First15's reliance on inaccurate and/or incomplete data provided by the Buyer, unless such inaccuracy or incompleteness was known to First15.
7. Buyer indemnifies First15 for any claims of third parties, who suffer damages in connection with the performance of the Agreement and which are attributable to Buyer.

## **Article 6 - Delivery**

1. If the start, progress or (on)delivery of the Agreement is delayed because, for example, the Buyer has not or not timely provided all requested information, does not cooperate sufficiently, the (on)payment has not been received on time by First15 or other circumstances beyond First15's control cause any delay, First15 is entitled to a reasonable extension of the (on)delivery period. All agreed (delivery) periods are never deadlines. The Buyer must give First15 written notice of default and grant it a reasonable period to still be able to deliver. The Buyer is not entitled to any compensation due to the delay.
2. The Buyer is obliged to accept the goods at the time they are made available to it under the Agreement, even if they are offered to it earlier or later than agreed.
3. If the Buyer refuses to take delivery or fails to provide information or instructions necessary for delivery, First15 is entitled to store the goods at the Buyer's expense and risk.
4. If the Products are delivered by First15 or an external carrier, First15 is, unless otherwise agreed in writing, entitled to charge any delivery costs. These will then be invoiced separately unless explicitly agreed otherwise.
5. If First15 requires data from the Buyer in the context of execution of the Agreement, the delivery time only starts after the Buyer has made all data necessary for the execution available to First15.
6. If First15 has specified a delivery period, it is indicative. Longer delivery periods apply for delivery outside the Netherlands.
7. First15 is entitled to deliver the goods in parts, unless this is deviated from by Agreement or the partial delivery has no independent value. First15 is entitled to invoice the thus delivered separately.
8. Deliveries will only be made if all invoices have been paid unless expressly agreed otherwise. First15 reserves the right to refuse delivery if there are well-founded fears of non-payment.

## **Article 7 - Packaging and transport**

1. First15 undertakes to the Buyer to package the goods to be delivered properly and to secure them in such a way that they reach their destination in good condition during normal use.
2. Unless otherwise agreed in writing, all deliveries are inclusive of sales tax (VAT), packaging and packaging materials.
3. Acceptance of goods without notes on the waybill or receipt shall be deemed proof that the packaging was in good condition at the time of delivery.

## **Article 8 - Investigations, complaints**

1. The Buyer shall be obliged to inspect the delivered Products or have them inspected at the time of delivery or transfer, but in any case within 14 days of receiving the delivered Products, and only to unpack or use the Products to the extent necessary to assess whether it retains the Product. In doing so, the Buyer shall examine whether the quality and quantity of the delivered Product corresponds to the Agreement and whether the Products meet the requirements applicable to them in normal (commercial) dealings. For the Buyer being a company, a period of 5 days shall apply.

2. Buyer is obliged to examine and inform itself in what manner the Product should be used and, in case of personal use, to test the Product in accordance with the instructions for use. First15 acknowledges no liability for the incorrect use of the Product by the Buyer.
3. Any visible defects or shortages must be reported to First15 in writing after delivery at [klantenservice@first15.eu](mailto:klantenservice@first15.eu). Buyer has a period of 14 days after delivery for this purpose. Non-visible defects or shortages should be reported within 14 days after discovery but at the latest within 6 months after delivery. If the Product is damaged due to careless handling by the Buyer, the Buyer is liable for any depreciation in value of the Product. The Buyer being a company has only 14 days after delivery to report non-visible defects to First15.
4. If, pursuant to the previous paragraph, a timely complaint is made, the Buyer remains obliged to pay for the purchased goods. If the Buyer wishes to return defective goods, it shall only do so with the prior written consent of First15 in the manner indicated by First15.
5. If the Consumer uses its right of withdrawal, it will return the Product and all accessories, to the extent reasonably possible, in original condition and packaging to First15, in accordance with First15's return instructions. The direct costs for return shipments are at the expense and risk of the Buyer.
6. First15 is entitled to initiate an investigation into the authenticity and condition of the returned Products before a refund will be made.
7. Refunds to Buyer will be processed as soon as possible, but payment may take up to 30 days after receipt of the return. Refunds will be made to the account number previously provided.
8. If the Seller exercises its right of complaint, it shall not be entitled to suspend its payment obligation nor to set off outstanding invoices.
9. In the absence of a complete delivery, and/or if one or more Products are missing, and this is attributable to First15, First15 will, following a request to that effect by the Buyer, either send the missing Product(s) or cancel the remaining order. The receipt of the Products is leading in this respect. Any damage suffered by the Buyer as a result of the (deviating) scope of delivery cannot be recovered from First15.

## **Article 9 - Prices**

1. During the validity period of the Offer, the prices of the Products offered will not be increased, except in the case of changes in VAT rates.
2. The prices stated in the Offer are inclusive of VAT, unless expressly stated otherwise.
3. The prices mentioned in the Offer are based on the cost factors applicable at the time the Agreement was concluded, such as: import and export duties, freight and unloading costs, insurance and any levies and taxes.
4. If there are Products or raw materials for which there are price fluctuations in the financial market and over which First15 has no influence, First15 may offer these Products with variable prices. The Offering states that prices are target prices and may fluctuate.

## **Article 10 - Payment and collection policy**

1. Payment should preferably be made in advance in the currency in which it was invoiced via the method indicated.
2. The Buyer cannot derive any rights or expectations from an estimate issued in advance, unless the parties have expressly agreed otherwise.
3. Buyer shall make payment in a lump sum to the account number and details of First15 made known to it. The parties can agree on a different payment term only after explicit and written consent of First15.

4. If a periodic payment obligation of Buyer has been agreed, First15 is entitled to adjust the applicable prices and rates in writing subject to 3 months' notice.
5. In case of liquidation, bankruptcy, attachment or suspension of payment of Buyer, First15's claims against Buyer are immediately due and payable.
6. First15 is entitled to have the payments made by the Buyer go first of all to reduce the costs, then to reduce the interest falling due and finally to reduce the principal sum and the current interest. First15 may, without thereby being in default, refuse an offer of payment if the Buyer indicates a different order of allocation. First15 can refuse full repayment of the principal sum, if this does not include the interest still due, the current interest and the costs.
7. If the Buyer does not meet its payment obligation and has not fulfilled its obligation within the stipulated payment period of 14 days, the Buyer being a Business is in default. The Buyer being a Consumer will first receive a written reminder with a period of 14 days from the date of the reminder to still fulfil the payment obligation with an indication of the extrajudicial costs if the Consumer does not fulfil its obligations within that period, before it is in default.
8. From the date the Buyer is in default, First15 shall without further notice of default claim the statutory (commercial) interest from the first day of default until full payment and compensation of the extrajudicial costs in accordance with Article 6:96 of the Dutch Civil Code to be calculated in accordance with the graduated scale from the Decree on compensation for extrajudicial collection costs of 1 July 2012.
9. If First15 has incurred more or higher costs that are reasonably necessary, these costs are eligible for reimbursement. Judicial and execution costs incurred will also be paid by the Buyer.

## **Article 11 - Retention of title**

1. All items delivered by First15, remain the property of First15 until the Buyer has fulfilled all the following obligations under all Agreements entered into with First15.
2. The Buyer is not authorised to pledge or otherwise encumber the goods subject to retention of title if ownership has not yet been transferred in full.
3. If third parties seize the goods delivered under retention of title or wish to establish or assert rights to them, the Buyer is obliged to inform First15 as soon as can reasonably be expected.
4. In the event that First15 wishes to exercise its property rights indicated in this article, the Buyer hereby unconditionally and irrevocably consents and authorises First15 or third parties to be appointed by it to enter all those places where First15's property is located and to repossess those goods.
5. First15 has the right to retain the the Buyer's purchased Product(s), if the Buyer has not yet fulfilled its payment obligations (in full), despite an obligation to transfer or surrender by First15. After the Buyer has still fulfilled its obligations, First15 will endeavour to deliver the purchased Products to the Buyer as soon as possible, but at the latest within 20 working days.
6. Costs and other (consequential) damages resulting from the retention of the purchased Products are at the Buyer's expense and risk and will be reimbursed to First15 by the Buyer on demand.

## **Article 12 - Warranty**

First15 guarantees that the Products comply with the Agreement, the specifications stated in the offer, usability and/or soundness and the statutory rules/regulations at the time of the conclusion of the Agreement. This shall also apply if the Goods to be delivered are intended for use abroad and the Buyer explicitly notified the Seller of this use in writing at the time the Agreement was concluded.

Use of the Product does not give a survival guarantee. Despite correct use of the Product in accordance with the instructions, it cannot be guaranteed that a person will not sustain serious injury or die as a result of the injuries sustained.

### **Article 13 - Usage instructions Products**

1. Buyer of Products must follow First15's regulations and instructions.
2. The Buyer must store the Products with care. If applicable, the Products should be kept in the packaging provided.

### **Article 14 - Suspension and dissolution**

1. First15 is authorised to suspend the fulfilment of its obligations or to dissolve the Agreement if the Buyer does not fulfil or does not fully fulfil its (payment) obligations under the Agreement.
2. Moreover, First15 is authorised to terminate the Agreement existing between it and the Buyer, insofar as it has not yet been executed, without judicial intervention, if the Buyer fails to fulfil, in a timely manner or properly, the obligations arising for it from any Agreement entered into with First15.
3. Furthermore, First15 is authorised to terminate the Agreement (or have it terminated) without prior notice of default if circumstances arise which are of such a nature that compliance with the Agreement cannot possibly or by standards of reasonableness and fairness can no longer be required or if other circumstances arise which are of such a nature that unaltered maintenance of the Agreement can no longer reasonably be expected.
4. If the Agreement is dissolved, First15's claims on the Buyer are immediately due and payable. If First15 suspends fulfilment of its obligations, it retains its claims under the law and Agreement.
5. First15 always retains the right to claim damages.

### **Article 15 - Limitation of liability**

1. If First15's performance of the Agreement results in First15's liability to the Buyer or third parties, such liability shall be limited to the costs charged by First15 in connection with the Agreement unless the damage occurred due to intent or gross negligence.
2. First15 is not liable for consequential damage, indirect damage, loss of profits and/or losses suffered, missed savings and damage resulting from the use of the Products delivered is excluded. For Consumers, a limitation applies in accordance with what is permitted under section 7:24 paragraph 2 of the Dutch Civil Code.
3. First15 is not liable for and/or obliged to repair damage caused by the use of the Product. First15 provides strict instructions for use which must be followed by Buyer.
4. First15 is not liable for any damage that has resulted or may result from any act or omission as a result of (imperfect and/or incorrect) information on the website(s) or from linked websites.
5. First15 is not responsible for any errors and/or irregularities in the functionality of the website and is not liable for malfunctions or unavailability of the website for any reason.
6. First15 does not guarantee the correct and complete transmission of the content of and e-mail sent by/on behalf of First15, nor its timely receipt.
7. All Buyer's claims for shortcomings on the part of First15 shall lapse if they have not been reported to First15 in writing, stating reasons, within one year after Buyer was aware or could reasonably have been aware of the facts on which it bases its claims. All Buyer's claims expire in any case one year after the termination of the Agreement.

## **Article 16 - Force majeure**

1. First15 is not liable if, as a result of a force majeure situation, it cannot fulfil its obligations under the Agreement, nor can it be held to fulfil any obligation if it is prevented from doing so as a result of a circumstance that is not attributable to its fault and is not for its account by virtue of the law, legal act or generally accepted practice.
2. Force majeure includes in any case, but is not limited to what is understood in this respect in the law and jurisprudence, (i) force majeure of First15's suppliers, (ii) failure to properly comply with obligations of suppliers prescribed or recommended by the Buyer to First15, (iii) defectiveness of goods, equipment, software or materials of third parties, (iv) government measures, (v) electricity failure, (vi) failure of internet, data network and telecommunication facilities (for example due to: cybercrime and hacking), (vii) natural disasters, (viii) war and terrorist attacks, (ix) general transport problems, (x) strikes in First15's business and (xi) other situations which in First15's opinion are outside its sphere of influence that temporarily or permanently prevent the performance of its obligations.
3. First15 is entitled to invoke force majeure if the circumstance preventing (further) fulfilment occurs after First15 should have fulfilled its commitment.
4. The parties may suspend the obligations under the Agreement during the period of force majeure. If this period lasts longer than two months, either party is entitled to dissolve the Agreement, without any obligation to compensate the other party for damages.
5. To the extent that First15 has already partially fulfilled its obligations under the agreement at the time of the force majeure event or will be able to fulfil them, and the fulfilled or to be fulfilled part has independent value, First15 is entitled to separately invoice the part already fulfilled or to be fulfilled respectively. The Buyer is obliged to pay this invoice as if it were a separate Agreement.

## **Article 17 - Risk transition**

The risk of loss of or damage to the Products that are the subject of the Agreement shall pass to Buyer being a business at the time the items leave First15's warehouse. For Consumers, the aforementioned risk shall pass to Buyer if the Products have been delivered to Buyer's control. This is the case if the Products have been delivered to the Buyer's delivery address.

## **Article 18 - Confidentiality**

The Buyer undertakes to keep confidential all confidential information obtained in the context of the Agreement. Confidentiality arises from the Agreement and must also be assumed if it can reasonably be expected to be confidential information.

Confidential information includes in any case the price agreements made between Buyer and First15.

## **Article 19 - Intellectual property rights**



1. All intellectual property rights and copyrights of First15 belong exclusively to First15 and are not transferred to Buyer.
2. The Buyer is prohibited from disclosing and/or reproducing, modifying or making available to third parties all documents subject to First15's intellectual property rights and copyrights without First15's express prior written consent. If the Buyer wishes to make changes to items delivered by First15, First15 must explicitly approve the intended changes.
3. The Buyer is prohibited from using the Products subject to First15's intellectual property rights other than as agreed in the Agreement.

## **Article 20 - Privacy, data processing and security**

1. First15 treats (personal) data of Buyer and visitors of the website(s) with care. If requested, First15 will inform the person concerned.
2. If First15 is required under the Agreement to provide security of information, such security will comply with the agreed specifications and a level of security that is not unreasonable given the state of the art, the sensitivity of the data, and the associated costs.

## **Article 21 - Complaints**

1. If the Buyer is not satisfied with First15's Products and/or has complaints about the (performance of the) Agreement, the Buyer is obliged to report these complaints as soon as possible, but at the latest within 14 calendar days after the relevant occasion that led to the complaint. Complaints can be reported via [klantenservice@first15.eu](mailto:klantenservice@first15.eu) with the subject "Complaint".
2. The complaint must be sufficiently substantiated and/or explained by Buyer in order for First15 to handle the complaint.
3. First15 will respond to the complaint in substance as soon as possible, but no later than 14 calendar days after receipt of the complaint.
4. The parties will try to reach a solution jointly.

## **Article 22 - Applicable law**

1. Any Agreement between First15 and Buyer is governed by Dutch law. The applicability of the (CISG) Vienna Sales Convention is expressly excluded.
2. In the event of any interpretation of the content and scope of these general terms and conditions, the Dutch text thereof shall always prevail. First15 is entitled to unilaterally amend these general terms and conditions.
3. All disputes arising from or as a result of the Agreement between First15 and Buyer shall be settled by the competent court in Amsterdam unless provisions of mandatory law lead to the jurisdiction of another court.

Amstelveen, 8 September 2020