

## **Retail sales - Terms and conditions of XRPL Labs, The Integrators BV**

We kindly advise you to read these Terms and Conditions carefully so you are aware of your rights and obligations under this Agreement. You are referred to in these Terms and Conditions as the Customer. For the sake of convenience we choose the masculine gender, but where "he" is mentioned we also mean "she".

### **Article 1. Definitions**

1. In these Terms and Conditions, capitalized terms shall be defined as follows:

#### **Terms and Conditions**

the terms and conditions listed in this document as used by XRPL Labs (trade name), The Integrators BV (entity);

#### **Customer**

the natural person who places an order on the Website;

#### **XRPL Labs, The Integrators BV**

the private company with limited liability XRPL Labs, The Integrators BV, established and having an office at (3822 NA) Amersfoort at Schothorsterlaan 11;

#### **Agreement**

the agreement between the Customer and XRPL Labs, The Integrators BV, which is concluded via the Website on the basis of which the Customer buys the Product from XRPL Labs, The Integrators BV;

#### **Product**

a product that is offered on the Website by XRPL Labs, The Integrators BV;

#### **Privacy Statement**

the Privacy Statement of XRPL Labs, The Integrators BV, which can be found on the Website;

#### **Website**

the website owned by XRPL Labs, The Integrators BV, on which the Product is offered;

## **Article 2. Applicability**

1. These Terms and Conditions apply to every offering made by XRPL Labs, The Integrators BV on the Website, to every Agreement concluded via the Website and to every use of the Website.
2. XRPL Labs, The Integrators BV may amend and / or complement these Terms and Conditions at any time. Changes do not apply to already concluded Agreements. The most up to date version of the Terms and Conditions can be found on the Website. If the Customer does not agree with the amended and / or complemented Terms and Conditions, the Customer cannot order the Product.

## **Article 3. Offer and establishment of the Agreement**

1. The Agreement enters into force by completing the ordering process on the Website and accepting the Terms and Conditions.
2. An offer on the Website is always without any obligation and can be revoked by XRPL Labs, The Integrators BV immediately after an order.
3. XRPL Labs, The Integrators BV is not bound by apparent errors and clerical errors in the offer on the Website.

## **Article 4. Use and Availability of the Website**

1. XRPL Labs, The Integrators BV does not guarantee that information on the Website is always correct, current or complete.

## **Article 5. Price and payment**

1. The stated price of the Product is valid the moment it is displayed on the Website. VAT (sales, by XRPL Labs) is included in the stated total price. Any additional costs, such as local import costs that may apply, are excluded. Shipping costs will be mentioned on the Website.
2. The payment methods will be mentioned on the Website. When the Customer chooses a method of payment after delivery, the payment term depends on the payment method chosen, as indicated on the Website. The payment term is a deadline.
3. If the Customer exceeds the payment deadline or XRPL Labs, The Integrators BV is unable to collect the amount due by means of the payment instrument

chosen by the Customer before the end of the payment term, the Customer shall legally be in default, regardless of whether XRPL Labs, The Integrators BV sends any further warning or notice.

4. If the Customer is in default with regard to his payment obligation, XRPL Labs, The Integrators BV may refer the debt for collection, in which case the Customer shall also be obliged to pay the costs incurred by XRPL Labs, The Integrators BV in accordance with the graduated scale of judicial collection expenses (BIK)

#### **Article 6. Delivery**

1. The delivery deadlines on the Website and / or during the ordering process are indicative and cannot be considered legal deadlines.

#### **Article 7. Privacy**

1. When visiting the Website, placing an order, (personal) information is supplied to XRPL Labs, The Integrators BV. This (personal) information shall be processed in accordance with the applicable laws and regulations and the Privacy Statement.

#### **Article 8. Withdrawal and complaints**

1. The Customer **can not** dissolve the Agreement as the exceptions in Article 6:230p of the Dutch Civil Code apply.
2. Complaints about the Product can be sent to hi@xrpl-labs.com. XRPL Labs, The Integrators BV will react substantively to the complaint within a reasonable period of time.

#### **Article 9. Conformity**

1. If a Product does not comply with the Agreement, XRPL Labs, The Integrators BV will repair the Product free of charge and within a reasonable time period at the discretion of XRPL Labs, The Integrators BV or, in case of absence of a Product or parts thereof, still deliver them. If the repair is not possible or can't be demanded of XRPL Labs, The Integrators BV, XRPL Labs, The Integrators BV will replace the Product.
2. If XRPL Labs, The Integrators BV has not repaired the Product within a reasonable period, the Customer is entitled to address another party for

recovery. XRPL Labs, The Integrators BV will reimburse the reasonable costs invoiced by this third party with regard to the recovery.

3. An appeal to the Product's non-compliance with the Agreement is not possible if it was already known or could reasonably have been known to the Customer upon the conclusion of the Agreement that there was a defect, or if the nature of the purchased Product or the nature of the defect is contrary to this.

**Article 10. Liability**

1. XRPL Labs, The Integrators BV does not accept any liability for indirect or consequential damages, such as loss of profit, loss of turnover, loss of expected savings and other similar financial losses, as well as loss of goodwill or damage to reputation.
2. To the extent that XRPL Labs, The Integrators BV is liable, this liability is limited to a maximum of the price of the Product.

**Article 11. Miscellaneous**

1. The Customer may not transfer the rights and obligations arising from the Agreement to third parties.
2. The use of the Website, these Terms and Conditions and / or the Agreement are subject solely to Dutch law.