



General terms and conditions

eXposed Fitness tailored customized clothing

1. Definitions

The following definitions apply in these terms and conditions:

The seller: eXposed Fitness tailored customized clothing, also trading under the name Do it Now!

The consumer: any natural person who trades for purposes that fall outside his business or professional activity, with whom the seller enters into an agreement.

The agreement: any agreement between the seller and the consumer regarding the purchase, sale and delivery of the product, as well as all (legal acts) in preparation and in implementation of that agreement.

Product: the goods covered by the agreement and / or what the seller sells to the consumer (fitness clothing, accessories, attributes and the like).

Distance agreement: the agreement concluded between the seller and the consumer in the context of an organized system for distance sales or services without the simultaneous personal presence of the seller and consumer and whereby, up to and including the conclusion of the agreement, use is made exclusively of one or more means of distance communication.

Cooling-off period: the period within which the consumer can terminate the distance contract without giving reasons.

Model form: Annex II of these general terms and conditions.

2. Seller information

Name: eXposed Fitness tailored customized clothing

Also trading under: Do it Now!

Contact person: Willemjan Daas

Visiting and business address: Buitenkruier 68, 1841 ER Stompvoren

Telephone number: +31 (0) 6 48932763

Email address: info@exposed.fit

Chamber of Commerce number: 20140468





VAT identification number: NL001667976B09

Website: <https://exposed.fit>

3. Applicability

These terms and conditions apply to all quotations, offers, deliveries and agreements between the seller and the consumer, including agreements that have already been concluded, as well as additional, subsequent and future agreements. Deviation from these general terms and conditions can only be agreed in writing, via a separate agreement.

4. Realization agreement

4.1 The agreement is established through offer and acceptance.

4.2 The products placed by the seller on the website (www.exposed.fit) are to be considered as an offer.

4.3 The consumer can place the offered products in his online shopping cart. The consumer can then decide whether to accept the offer placed in his shopping cart. The consumer accepts the offer after:

- He has entered his invoice and delivery details, and;
- he has been given the option (irrespective of whether the consumer has actually used it) to check the entire order (his "shopping cart"), including the products and the total price including delivery costs, and;
- these terms and conditions and the privacy policy are accepted, and;
- the method of payment has been chosen, and;
- the order has been finalized by clicking on the "place order" button.

4.4 After the consumer has placed the order in the aforementioned manner, the offer has been accepted and the agreement has been concluded. Acceptance therefore does not take place through payment, but already before that by placing the order.

4.5 After acceptance, the seller will immediately confirm receipt of the acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed, the consumer can terminate the agreement.

4.6 The seller takes appropriate technical and organizational measures to protect the electronic transfer of data and he ensures a safe web environment. If the consumer can pay electronically, the seller will take appropriate security measures.





- 4.7 The seller can - within the law - inform himself if the consumer can meet his payment obligations, as well as of all those facts and factors that are important for a sound conclusion of the distance agreement. If on the basis of this investigation the seller has good reasons not to enter into the agreement, he is entitled to refuse an order or request or to attach special conditions to the execution.
- 4.8 Every agreement is entered into under the condition precedent of sufficient availability of the products and / or services in question.

5. Delivery

The seller will ship the products ordered by the consumer as soon as possible, but at the latest within 6 weeks after the conclusion of the agreement within the meaning of Article 4, to the address specified by the consumer (or have it sent), unless a longer delivery period has been agreed. If the seller cannot deliver within this period of 6 weeks, the consumer is entitled to terminate the agreement. Before the consumer is entitled to terminate the agreement, he must give the seller written notice of default (for address details see article 2) and give a period of 14 days to still deliver the product. The consumer is not entitled to compensation in the event of dissolution or delivery later than 6 weeks, regardless of whether or not he makes use of the possibility of dissolution.

6. Price

- 6.1 During the validity period stated in the offer (where applicable), the prices of the products offered are not increased, subject to price changes as a result of changes in VAT rates.
- 6.2 Contrary to the provisions of Article 4.2, if a product is offered for such a price that it must be clear to a reasonably thinking consumer that there is a manifest error on the part of the seller (or by the website manager), there is no question of an offer and thus no agreement can be reached.

7. Payment

- 7.1 In the event that the consumer opts for payment when placing the order or for payment afterwards (insofar as this possibility is offered by the seller) and the consumer does not fulfill this payment obligation because the payment is interrupted or the period expires, the consumer is legally in default. The consumer is liable for the extrajudicial collection costs that are calculated in accordance with the Extrajudicial Collection Costs Decree. The latter only applies if the consumer has been given written notice of default by the seller and has been given a period of 14 days to still meet the payment obligations to the seller.
- 7.2 There is no entitlement on the part of the consumer to settlement or suspension of payment.





8. (Exclusion) dissolution and suspension

- 8.1 If the product has been manufactured to the specifications indicated by the consumer, that is to say made to measure, then the statutory cooling-off period does not apply. The consumer does not appeal to the dissolution as referred to in this article. In that case, articles 8.2 up to and including 8.9 do not apply. The above mainly relates to custom-made sportswear and accessories, but this list is not exhaustive. For other products sold by the seller, which are not made to measure or on the instructions of the consumer, the following applies.
- 8.2 The consumer can terminate a distance contract without giving reasons until a period of fourteen days has elapsed, after:
- 1 °. the day on which the consumer or a third party designated by the consumer, who is not the carrier, has received the item;
 - 2 °. the day on which the consumer or a third party designated by the consumer, who is not the carrier, has received the last item, if the consumer has ordered several items in the same order that are delivered separately;
 - 3 °. the day on which the consumer or a third party designated by the consumer, who is not the carrier, has received the last shipment or the last part if the delivery of an item consists of different shipments or parts; or
 - 4 °. the day on which the consumer or a third party designated by the consumer, who is not the carrier, has received the first item for an agreement that extends to the regular delivery of items during a certain period;
- 8.3 During this period, the consumer will handle the product and any packaging with care. The product must be returned in the same condition as the product was delivered. The consumer is liable for the depreciation of the products that results from the use of the product, which goes beyond what is necessary to determine the nature, characteristics and operation of the product. If the consumer exercises his right to dissolution, he will return the product with all supplied accessories and in the original packaging to the seller, in accordance with the instructions provided by the seller.
- 8.4 If the consumer wishes to make use of the possibility of dissolution, then the consumer can use the model form (see Annexes I and II) before the end of the fourteen days, or send an unambiguous statement to the addresses as shown on the model form. The seller will send a confirmation of receipt immediately upon receipt of the declaration of termination.
- 8.5 The consumer returns the product to the seller within 14 days of the notification within the meaning of Article 8.4. The (shipping) costs of returning the products are for the account of the consumer.





- 8.6 After termination of the agreement, the seller will reimburse all payments received from the consumer, including the delivery costs, immediately but no later than within fourteen days after the date of receipt of the termination notice.
- 8.7 The seller complies with the obligation referred to in article 8.6, whereby the seller is always authorized to transfer the payment received by bank transfer.
- 8.8 Without prejudice to the foregoing, the seller is not obliged to reimburse the additional costs if the consumer has explicitly opted for a method other than the least expensive method of standard delivery offered by the seller.
- 8.9 Unless the seller has offered to collect the goods delivered on the basis of the dissolved agreement, the consumer may first demand fulfillment of the obligation referred to in Article 8.6 after the seller has received the goods. The consumer bears the shipping risk when returning the product.
- 8.10 The burden of proof for the correct and timely exercise of the right referred to in this article is on the consumer.
- 8.11 Unless the consumer has chosen to pay afterwards, insofar as this possibility is offered by the seller, the consumer must always be the first party to perform by payment. If the consumer does not meet his obligation, the seller has the right to suspend his obligations.
- 8.12 The seller is entitled to suspend fulfillment of his obligations or to dissolve the agreement in the event that the consumer loses his free decision or his income or assets, is in a state of bankruptcy or has applied for a moratorium. Furthermore, the seller is entitled to suspend his obligations or terminate the agreement in the event that the consumer fails to fulfill his obligations, including the payment obligations.

9. Conformity

- 9.1 The product must comply with the agreement. The seller does his utmost to match the displayed image on the website with the product to be delivered. It may happen that the colors of products differ slightly due to the shades of the materials used and, for example, lighting, because the products are made to measure. The consumer cannot derive any rights from minor deviations. Only in the case of gross deviations that can be qualified as non-conformity, the consumer is entitled to request replacement.
- 9.2 A product does not comply with the agreement if, also in view of the nature of the case and the communications that the seller has made about the product, it does not have the characteristics that the consumer might expect under the agreement. The consumer may expect that the item has the properties that are necessary for its normal use and which it was not required to doubt, as well as the properties that are required for a special use provided for in the contract.





9.3 The consumer is expected to be able to discover defects in the products within 2 months of delivery. Within 14 days after discovery of the defect, the consumer must notify the seller in writing by post (Buitenkruier 68 in (1841 ER) Stompetoren) or by e-mail (info@exposed.fit) and give the seller a reasonable period of time. to solve the problem by allowing the seller to perform properly. All this under penalty of forfeiture of rights.

10. Liability

10.1 The seller is not liable for direct (property) damage caused by incorrect use of the product. However, if the seller is insured for direct damage and the insurance provides cover, the liability of the seller with regard to direct damage in that case is in any case limited to the level of payment of the relevant insurance. With regard to the seller, the consumer can only claim fulfillment, or compensation for substitute fulfillment.

10.2 The seller is not liable for indirect damage to the consumer, including consequential damage (being all damage other than property damage to the goods delivered by the seller, including lost profit, lost turnover, lost opportunities, extra costs incurred, canceled activities).

10.3 Only in the case of intent or willful recklessness on the part of the seller, the seller cannot invoke the present limitation of liability for damage.

11. Retention of title

The products delivered by the seller remain the property of the seller until the consumer has fully complied with all (payment) obligations with regard to this but also with regard to all other agreements between the same parties.

12. Force majeure

12.1 Force majeure means any circumstance independent of the will of the seller, as a result of which the fulfillment of the seller's obligations is (temporarily) prevented. Examples are intervention, or measures by a government / state, import and export barriers, extreme weather conditions, floods, natural violence, wars, terror, social unrest, hyperdeflation / hyperinflation, power and ICT / telecom related failures, network attacks, malware attacks and other malicious software computer breach, terrorism, theft, fire, pandemic or epidemic (whether or not Corona or another virus related), illness of one or more of the seller's employees, as well as shortcomings of third parties (such as late delivery of resources or materials, or the absence of employees or subcontractors), as a result of which the seller cannot reasonably meet his own obligations

12.2 If the seller is unable to fulfill his obligations due to force majeure, all those obligations will be suspended for the duration of the force majeure situation. If the force majeure situation has lasted longer than three months, both parties have the right to dissolve the agreement out of court





in writing. Any form of compensation or liability of the seller is excluded. Services already performed will not be undone.

12.3 If there is a force majeure situation, the seller will inform the consumer as soon as possible.

13. Slip clause

Insofar as a provision from these general terms and conditions may not prove to be (fully) legally valid, this does not affect the legal validity of the other provisions in these general terms and conditions. The non-applicable provision is deemed to be legally replaced by a valid provision that, as far as possible, is in line with the invalid provision.

14. Complaints procedure

The consumer sends complaints about the products or services to the seller within a reasonable period of time. This can be done by mail (Buitenkruier 68 in (1841 ER) Stompetoren) or by e-mail (to info@exposed.fit). The seller will process the complaint within fourteen days and try to resolve the complaint. If the consumer is not satisfied with the solution offered or the rejection of the complaint, the consumer can submit the complaint to the civil court.

15. Applicable law

Dutch law applies to this agreement. Disputes will be submitted to the Dutch court. To the extent that mandatory rules do not prescribe otherwise, the parties only declare the Noord-Holland Court Alkmaar location competent to take cognizance of the dispute.





Appendix 1: Instructions for dissolution for consumers

You have the right to dissolve the agreement within 14 days without giving any reason.

The period for cancellation expires 14 days after the day on which you or a third party designated by you, who is not the carrier, received the product or, if you have ordered several products, the last product of this order.

To exercise the right to dissolution, you must inform us of your decision to dissolve the agreement through an unambiguous statement. You can use the attached model form for dissolution (see Annex II) for this, but you are not obliged to do so. You can address the declaration in which you indicate that you wish to dissolve the agreement to:

By e-mail: info@exposed.fit

By post: Buitenkruier 68, 1841 ER in Stompetoren

To invoke the cancellation in time, you must send your notice to that effect before the 14-day period has expired.

If you terminate the agreement, you will immediately receive all payments you have made up to that point, including delivery costs (with the exception of any additional costs resulting from your choice of a different delivery method than the cheapest standard delivery offered by us) and at least no later than 14 days after we have been informed of your decision to terminate the agreement, we will be reimbursed. We always have the right to refund you by bank transfer, even if you have paid for your purchase through a different payment method.

You must return or hand over the goods to us without delay, but in any case no later than 14 days after the day on which you informed us of the decision to terminate the agreement. You send the goods back to eXposed Fitness tailored customized clothing, Buitenkruier 68, 1841 ER in Stompetoren. You can only claim fulfillment of a refund after we have received the products back or if you have demonstrated that you have sent back the products, whichever is the earliest.

The (shipping) costs of returning the goods are for your account.

You are liable for the depreciation of the goods that results from the use of the goods, if there is more extensive use than would reasonably be necessary to determine the nature, characteristics and operation of the goods. This further use is presumed to be present if there are traces of use.





Annex II: Model form for dissolution for consumers for non tailored products

(only complete and return this form if you want to terminate the agreement)

To: eXposed Fitness tailored customized clothing, Buitenkruier 68, 1841 ER Stompvoren,
info@exposed.fit, VAT number: NL001667976B09

I / we hereby inform you that I / we are dissolving / dissolving our agreement regarding the sale of the following goods:

- Ordered on (*) / Received on (*)

- Name / Names of consumer (s)

- Consumer address (s)

- Signature of consumer (s) (only when this form is submitted on paper)

- Date

