

## General Terms and Conditions Torvol

Torvol is a Red Pimiento Europe brand. Red Pimiento Europe, Overschiestraat 63, 1062 XD Amsterdam, The Netherlands.

These terms and conditions of sale ("Terms of Sale") apply to any purchase made by a trade partner on torvol.com (the "Website") or with the Torvol sales team.

By placing an order you agree to be bound by these Terms of Sale.

Please ensure that you read these general conditions carefully and check that the details of your order are complete and accurate before submitting your order. If you think that there is a mistake, please contact us.

### 1. Prices and conditions.

See the section on Payment options and taxes for more detailed info on V.A.T. If you want a product shipped outside the Torvol Service Region or if you want it delivered per express shipping, additional shipping fees and/or custom duties will apply.

The prices of the products will be as displayed on Torvol.com. Prices may change from time to time, but changes will not affect any order which we have confirmed in an Order Confirmation.

### 2. Requirements to purchase a product on Torvol.com

In order to place a valid order for Torvol products on the Website or by phone, you must meet the following requirements:

- a. You are 16 years of age or older and if you are ordering on behalf of a company you are authorized to conclude contracts on behalf of this company;
- b. You guarantee that the information you provide to Torvol in the order is accurate and complete.

### 3. How to order your Torvol products

Order for professional customers will be handled via the Torvol sales department. If you are ordering over the phone, the Torvol sales team will talk you through the process and will summarize your order. Once you've confirmed your order the sales team will charge your payment method of choice and the order is final. If any of the scenarios for non-acceptance apply, Torvol may reject or cancel your order in which case we will refund any payment you have made. Once you have placed your order, you will receive an order confirmation. We will process your order as soon as we have received confirmation of your payment. A credit check can be required as part of the acceptance of the order. See shipping and delivery for more information on when you may expect to receive your Torvol products.

### 4. Non acceptance of your order

If any of the following scenarios should arise, Torvol may choose to cancel your order and refund your payment:

1. You are not meeting the requirements for sale;
2. Torvol is unable to obtain authorization of your payment;
3. You are requesting shipment to a country that is not within the Torvol Service Region;
4. Products shown on the Torvol Online Channels contain a manifest error, such as being incorrectly priced or otherwise incorrectly described;
5. Other special circumstances that justify cancellation of the order, including but not limited to the misuse of a discount code and/or suspicion of fraud.

### 5. Payment options and taxes

We offer various ways for you to pay for your order. Value added tax ("VAT") is charged in accordance with local legislation in each country. Your final price will reflect the correct VAT rate for the destination country of your order. You represent your VAT registration number and all other information provided by you is true, accurate and up-to-date and you will immediately update any such information held by Torvol in the event of any change. We reserve the right to charge you any

applicable unbilled VAT if you provide a VAT registration number that is determined to be invalid, not in accordance with your business details, or that the tax authorities have deemed not to be related to the account holder. A VAT invoice will be provided via the email address you provide after your order has been placed. This invoice should be used for all VAT refund and reporting purposes. The invoice will include the Red Pimiento Europe VAT Registration Number.

#### **6. Shipping and delivery**

If you place your order is confirmed, we will ship your order as stated in the details of the trade agreement between you and Torvol. The Torvol trade agreement states the payment terms agreed. We will send you a shipping conformation and tracking code as soon as we have handed your order to the shipping company. Our shipping partner may send you an email offering more detailed delivery services, like the possibility to opt for a particular delivery slot. This is a service offered by the shipping partner and is not provided by Torvol. If you require shipping to a country that is not part of the Torvol Service Region, please contact Torvol Customer Care or Torvol sales department. For countries outside the EU additional import duties and/or taxes may apply. Moreover, customs clearance may add additional transit time. We may from time to time offer products for pre-orders or backorders. In such case we will not be able to ship to you within the delivery terms as set out above and will inform you of the expected shipping date when known. If your order is subject to review due to a suspicion of fraud delivery may be delayed and/or cancelled.

Upon delivery, please inspect the packaging for damage. If it appears that the products are damaged, please do not accept the shipment.

#### **8. A defective Torvol product.**

We stand for the quality of our Torvol products. We offer a warranty on all products sold. Your local laws may provide additional rules on warranty.

This warranty does not cover damage caused by improper care, mishandling, misuse, alteration, or accidental damage; nor does it cover the natural breakdown of materials that occurs after extended use (i.e. zipper wear, fabric abrasion, etc.).

Also, this warranty excludes all claims to any incidental or consequential loss to personal property.

Some states, provinces and countries do not allow the exclusion or limitation of incidental or consequential damages, so this exclusion may not apply to you.

The Torvol Warranty does not in any way restrict the rights that you may have under such rules. The Torvol Warranty covers defects in materials and workmanship in every Torvol product from the date of shipment from Torvol or the date of the original purchase.

If you have a valid claim under the Torvol Warranty and have returned the product in accordance with the procedure, we will replace the defective product free of cost or refund the purchasing price.

There are some exclusions to the Torvol Warranty, including but not limited to: • Problems that result from external causes such as accident, abuse or misuse; • Use that is not in accordance with Torvol' product instructions; • Products which have been tampered with; or • Problems caused by using third party handling.

## 9. What you need to do if you want to return a product

To return a product from within the Torvol Service Region, please follow the instructions set out below. If you want to return a product from a location outside the Torvol Service Region, please contact Torvol Customer Care on Torvol.com or your Torvol account manager. There may be restrictions as to our ability to handle your claim and/or there will be shipping costs involved in returning the product.

The Torvol Customer Care team will be able to provide more information.

1. Contact Torvol Support on Torvol.com to get a RMA number to return a product from within the Torvol Service Region you can obtain a Return Merchandise Authorization (RMA) number by contacting Torvol Customer Care. Use any of the contact methods listed on Torvol.com.
2. Use the Torvol shipping label and save a copy. You will receive an email confirming the RMA number. This email will include a prepaid returns shipping label. Use the Torvol shipping label you have received and follow the shipping instructions set out on the label to send the products back to Torvol. We are unable to process returned products sent using an alternate carrier or shipping label. Please ensure that all previous shipping labels or other markings have been removed or covered completely prior to applying the provided return shipping label. Retain a copy of the shipping label with the applicable tracking number signed by an agent of the carrier.
3. Return the product within 14 days of the RMA issue. Torvol must receive the returned item within 14 calendar days after an RMA number has been issued. Make sure you pack the product in a safe packaging. All contents need to be included.

## 10. General Legal Terms

Torvol may change these Terms of Sale at any time by posting revised terms on Torvol.com. However, such changes will not affect the terms applicable to sales that were concluded prior to the date the revised Terms of Sale were posted. If any part of these Terms of Sale are for any reason unenforceable, that shall not affect the validity and enforceability of any of the remaining provisions of the Terms of Sale. These Terms of Sale are subject to the law of the country where you live. If we are unable to resolve any conflict between us, you may submit it for dispute resolution via a competent court in your country of residence.

## 11. How to reach us for questions or comments

Questions or Comments? If you have any questions or comments feel free to contact us. If you contact us, it is helpful if you give a clear description of your question or comment. This will make it easier to sort it out for you. Also include your email or telephone number, so we know where to reach you. We will do our best to respond to your communication within reasonable time. If it will take longer to resolve your issue, we will let you know.

Company details:

Torvol, we are a brand of Red Pimiento Europe. Vijzelgracht 53B, 1017 HP in Amsterdam, The Netherlands.

Our office: Vijzelgracht 53B, 1017 HP Amsterdam, The Netherlands.

Chamber of Commerce NL: 54702550 VAT: NL851408400B01

We have several offices in other countries.