

General terms and conditions

Sendcaribe B.V.

From the 19th of February 2018

Article 1. Definitions

- 1.1 In these general terms and conditions, the following terms are used in the following meaning, unless explicitly stated otherwise or if the context proves otherwise:
- a. Sendcaribe: the user of these terms and conditions: Sendcaribe B.V. established in the Netherlands, registered with the Chamber of Commerce under Chamber of Commerce number 57579466;
 - b. customer: the natural person or legal entity who or which enters into an agreement with Sendcaribe;
 - c. agreement: the agreement between Sendcaribe and the customer whereby the customer gives Sendcaribe the order to order one or more products from the supplier and to have these products transported;
 - d. product: the product offered by the supplier;
 - e. supplier: the supplier of products with which Sendcaribe has entered into a partnership;
 - f. website: the website www.sendcaribe.nl which is managed by Sendcaribe;
 - g. personal data: data with which a natural person can be identified;
 - h. the person concerned: the customer being a natural person or the natural person working for the client who, with regard to requesting information and/or a quotation, the conclusion of the agreement or the execution of the agreement, contacts or maintains contact with Sendcaribe.

Article 2. General

- 2.1 These general terms and conditions apply to the agreement between the customer and Sendcaribe and to all work carried out by Sendcaribe on behalf of the customer.
- 2.2 Any deviations from these general terms and conditions are only valid if expressly agreed via e-mail.
- 2.3 If one or more of the provisions in these general terms and conditions are void or can be nullified, the other provisions of these general terms and conditions remain fully applicable. Sendcaribe and the customer will then consult in order to agree on new provisions to replace the void or nullified provisions, taking into account as far as possible the purpose and intent of the original provision.

Article 3. Offers and prizes

- 3.1 All quotations are made without obligation of purchase, unless otherwise indicated.
- 3.2 Sendcaribe is not tied to prices if there are print, set or programming errors in its quotations, mailings or on the website.
- 3.3 The supplier determines the selling price of the products.

Article 4. Establishment of the agreement

- 4.1 The customer can inform Sendcaribe via the e-mail of the products he/she wishes to order from one or more suppliers. Sendcaribe then sends the customer an e-mail with the total price for all desired products. After the customer has agreed to the total price, the agreement is concluded and Sendcaribe sends the customer a confirmation and the customer has to pay the total price. After Sendcaribe has received the payment, Sendcaribe orders the products from the supplier(s).
- 4.2 These general terms and conditions are sent to the customer with the quotation.
- 4.3 After Sendcaribe has ordered the products from the supplier on behalf of the customer, the customer can no longer cancel or change the agreement.

- 4.4 The total minimum order value is € 950 incl. VAT. This means that Sendcaribe does not place orders on behalf of the customer with suppliers of which the total value is lower than € 950 excluding VAT. If the total value of the products that the customer wishes to order is below the minimum order value, the customer will be informed of this via e-mail and no agreement will be made between the customer Sendcaribe.

Article 5. Execution of the agreement

- 5.1 Sendcaribe commences execution of the agreement and orders the products from the supplier at the moment that it has received the client's invoiced amount in advance.
- 5.2 Sendcaribe does not order products for the customer that are illegal. Sendcaribe does not order products related to or originating from: the fur industry, nuclear industry, the porn industry, the tobacco industry or the weapons industry. Sendcaribe also does not order dangerous goods or products related to games of chance.

Article 6. Transport

- 6.1 The total price of the order desired by the customer specified by Sendcaribe includes transport costs and is exclusive of import duties, customs costs, demurrage costs and other costs, as described in article 7.
- 6.2 Sendcaribe ensures that the order is transported from the supplier to a port on the island and/or the country where the customer resides or is established. Sendcaribe works with a transport company for the transport of the order.
- 6.3 Specified delivery times are only indicative. Exceeding the specified delivery time never gives the customer the right to compensation.
- 6.4 The order is delivered by the transport company to the agency of the transport company at the port. After the agency has received the order, the agency informs the customer by telephone that the order is ready.
- 6.5 The products are insured against transport damage and theft with own risk. The height of the deductible amount depends on various variables such as the value of the products, the type of transport and the type of product. Sendcaribe has the products transported in accordance with the CIF conditions according to the international Incoterms. <http://www.incotermsexplained.com/the-incoterms-rules/the-eleven-rules-in-brief/cost-insurance-freight/>. If the packaging of the order or a product from the order is damaged during the transport, the customer must state this on the consignment note and contact the agent of Sendcaribe immediately and the customer must then notify Sendcaribe. If the products have been stolen during transport, the customer must report this to the competent authorities and immediately notify the Sendcaribe agent of the theft and then Sendcaribe.

Article 7. Import duties and other costs

- 7.1 The local authorities impose import duties, levies and/or surcharges on the order, that has arrived in the port for the customer, that have to be paid on the spot. Such taxes/costs are not included in the total price of the order. Only the customer is responsible for paying such taxes. The amount of these taxes is determined by customs. Sendcaribe can not exert any influence on the amount of the taxes and can not be held responsible if the taxes that the customer has to pay when picking up the order are higher than the customer expected.
- 7.2 Additional costs, such as demurrage, that are charged to the transporter and/or the agent of Sendcaribe with regard to the products, are charged to the customer. These costs are not included in the total price of the order and are charged separately to the customer.
- 7.3 Sendcaribe can not be held liable for the costs that the customer has to pay under this article. These costs can never be recovered from Sendcaribe.

Article 8. Invoicing and payment

- 8.1 Invoicing the agreed price for the order is done in advance, unless expressly agreed otherwise.
- 8.2 Invoices are sent via e-mail.
- 8.3 The customer must pay invoices received from Sendcaribe within the payment term stated on the invoice.
- 8.4 If the customer does not pay in time and the customer has not responded to a sent notice of default, Sendcaribe can hand over the claim.

The extrajudicial and judicial costs that Sendcaribe must incur to collect the claim from the customer will be charged to the customer. The extrajudicial collection costs are determined in accordance with the (Dutch) Incasso Costs Act.

Article 9. Terms and conditions of the supplier

- 9.1 The customer orders Sendcaribe to order one or more products from suppliers. The general terms and conditions of the suppliers apply to these orders. The general terms and conditions of the supplier are on the website of the supplier. When giving an order to Sendcaribe to order products from a supplier, the customer is responsible to inform itself of the general terms and conditions of the supplier.

Article 10. Position of Sendcaribe

- 10.1 The ordered products are delivered to the customer by the supplier. Sendcaribe only places the order on behalf of the customer and takes care of the payment and the transport. For any questions about the products, the customer must contact the supplier.
- 10.2 If the supplier is in a state of bankruptcy, applies for suspension of payments or discontinues the business, Sendcaribe can not be held responsible for the fact that the supplier can not deliver the order.

Article 11. The product and warranty

- 11.1 Sendcaribe is not responsible for the quality or safety of the products. Sendcaribe can not be held liable for the products that the supplier delivers.
- 11.2 If the product is defective, the customer must contact the supplier.
- 11.3 Any warranties given on the products will go through the supplier. If the customer wishes to make an appeal to the warranty, he must contact the relevant supplier. Any costs for returning a product will be charged to the customer.

Article 12. Responsibilities of the customer

- 12.1 The customer guarantees that all data including, but not limited to, name, address, e-mail address and telephone number that it provides in the context of the agreement are complete, correct and current.
- 12.2 The customer must collect the order as soon as possible after the customer has been informed that the order is available at the port. If the customer does not comply with this obligation, any penalties and/or storage costs will be charged to the customer. Sendcaribe can not be held responsible for this.
- 12.3 The customer indemnifies Sendcaribe for any claims by third parties, who suffer damage in connection with the execution of the agreement and which is attributable to the customer.

Article 13. Liability and limitations

- 13.1 Sendcaribe can not be held to compensate any damage, which is a direct or indirect consequence of any act or negligence of the customer.
- 13.2 Sendcaribe is not liable for damage, of whatever nature, because Sendcaribe reasons/acts based on incorrect and/or incomplete information provided by the customer.
- 13.3 The information and services that appear on the website may contain technical inaccuracies and/or typos.
- 13.4 Sendcaribe can never guarantee that the information on the website is correct. Sendcaribe will make every effort to keep the accuracy of these data as consistent as possible. Influences from outside by, for example, hackers are always possible and can lead to disturbed data. Sendcaribe is not responsible for distorted data of any kind.
- 13.5 The customer acknowledges that Sendcaribe only acts as an intermediary and can therefore not in any way be held liable for the products that the customer has ordered via Sendcaribe from one or more suppliers. Sendcaribe is not liable for the actions, errors, omissions, statements, guarantees, warranties, infringements or negligence of a supplier.
- 13.6 Sendcaribe is not liable for inaccuracies in descriptions or photographs of products displayed by the supplier.
- 13.7 Sendcaribe is never liable for indirect damage or consequential loss, including loss of profit and missed savings/discounts.
- 13.8 If there is intent or deliberate recklessness on the part of Sendcaribe, the liability of Sendcaribe is limited to the invoice amount.

- 13.9 Claim rights and other authorizations of the customer for whatever reason against Sendcaribe expire in any case after the expiry of 1 year from the moment that a fact arises for which the customer can use these rights and/or authorizations towards Sendcaribe.

Article 14. Suspension and dissolution

- 14.1 Sendcaribe is authorized to suspend the fulfilment of the obligations or to dissolve the agreement if:
- a. the customer does not or not fully comply with the obligations arising from the agreement;
 - b. after the conclusion of the agreement Sendcaribe learns of circumstances giving good ground to fear that the customer will not fulfil its obligations;
 - c. the customer at the conclusion of the agreement is requested to provide security for the fulfilment of its obligations under the agreement and this security is not provided or is insufficient.
- 14.2 In addition, Sendcaribe is authorized to terminate the agreement (or have it dissolved) if circumstances arise which are of such a nature that performance of the agreement is impossible or can no longer be demanded according to standards of reasonableness and fairness, or if circumstances arise of such nature that the unaltered continuance of the agreement can not reasonably be expected.
- 14.3 Sendcaribe is authorized to terminate the agreement if the customer requests suspension of payment or if it is granted to the customer, in the event that the customer is declared bankrupt or a request to that effect is made, in case the customer is unable to pay his debts, take actions to terminate or liquidate his company, is placed under guardianship, or in case an administrator is appointed.

Article 15. Confidentiality

- 15.1 Sendcaribe and the customer are obliged to keep confidential all confidential information that they have obtained from each other in the context of their agreement. Information is considered confidential if this has been communicated by the other party or if this results from the nature of the information. The party receiving confidential information will only use it for the purpose for which it was provided.
- 15.2 Sendcaribe processes personal data as described below under "Processing of personal data".

Article 16. Force majeure

- 16.1 Sendcaribe can not be held liable for not or partially not fulfilling its obligations to the customer if there is a case of force majeure. Force majeure shall in any event be understood to mean: the temporary lack or insufficient availability of hardware, software and/or internet or other telecommunication connections that are necessary for the execution of the agreement; obstacles/barriers by third parties, including those of governments; obstacles in transport, such as extreme weather conditions; total or partial strikes; riots, wars or war hazards, both here and in the countries of origin of the products; loss or damage to products when transporting them; the non-delivery or late delivery by the suppliers; ex- and import prohibitions; fires, failures and accidents in the supplier's company or the involved transporter or other third parties involved; the burning of means of transportation of the involved transporter, the occurrence of breakdowns, the involvement in accidents thereof; the imposition of levies, or other measures taken by the government, bringing about changes in factual circumstances.

Article 17. Intellectual property rights

- 17.1 The texts, photographs, images, (data)bases, trade and domain names, brands and logos on the website are protected by intellectual property rights and belong to Sendcaribe or its suppliers. It is strictly forbidden to store the information on the website without prior permission from Sendcaribe (with the exception of the information needed to view the website), to reproduce, to modify, to make public, to distribute, to send, to sell or otherwise transfer or grant any rights to third parties.

Article 18. Responsibility for links on the website

18.1 The website contains links to suppliers' websites. These websites are not managed by Sendcaribe. Sendcaribe can not permanently monitor suppliers' websites, nor accept any responsibility for their content. Sendcaribe can not be held responsible for this content.

Article 19. Applicable law and competent court

19.1 Dutch law applies to the agreement between the customer and Sendcaribe.

19.2 All disputes between the customer and Sendcaribe will be exclusively judged by the competent court in the Netherlands within the territory the location of Sendcaribe is located. The customer being a natural person has 1 month after Sendcaribe has invoked this clause in writing towards the customer, in order to decide on having the dispute settled according to the law, before the competent court.

PROCESSING OF PERSONAL DATA

Article 20. Personal data

20.1 For Sendcaribe, careful handling of personal data is of great importance. With regard to the processing of personal data, Sendcaribe acts in accordance with applicable laws and regulations.

20.2 Sendcaribe handles personal data with care and treats it confidentially.

Article 21. Basis and purposes of the processing

21.1 Sendcaribe collects and processes the following personal data: first and last name of the person involved, e-mail address of the person concerned, address of the customer (if the customer is a company, then only the address of the company is processed and not its employee's) and (mobile) telephone number of the person concerned.

21.2 The basis for the processing of the personal data is to execute the agreement or, at the request of the person concerned, to take pre-contractual measures.

21.3 Sendcaribe collects and processes personal data for the following purposes:

- a. Name, e-mail address and (mobile) telephone number: handling a question and/or comment from the customer;
- b. Name, address and e-mail address: drawing up a quotation for the customer and sending this quotation via e-mail;
- c. Name, address and e-mail address: preparing the invoice for the customer and sending this invoice via e-mail;
- d. Name, e-mail address and (mobile) phone number: to be able to contact the customer concerning the execution of the agreement;
- e. E-mail address: to inform the customer about offers and/or (new) services from Sendcaribe.

21.4 The provision of contact details of the person concerned is a contractual obligation. If this information is not provided, the agreement can not be concluded.

21.5 Sendcaribe will not store the personal data for longer than is strictly necessary to achieve the goals, as described in Article 21.3, for which the personal data are processed.

21.6 Sendcaribe only processes the personal data that is minimally necessary for the existing purposes. Sendcaribe strives for minimal data processing.

21.7 Sendcaribe will not process personal data for purposes other than those described above.

21.8 Personal data of the person concerned are only used for direct marketing purposes if the person in question has explicitly given his/her prior permission. This consent can be withdrawn at any time by the person concerned. In a newsletter that is sent to the person concerned, a link has been made available with which the person concerned can easily unsubscribe from newsletters. After the person in question has unsubscribed, no more newsletters will be sent to the person concerned.

Article 22. Deleting personal data

22.1 Sendcaribe will remove personal data from its systems, among other things, without unreasonable delay if:

- a. the personal data are no longer necessary for the purposes for which they were processed;
- b. the person concerned objects to the processing of his personal data and this objection is justified;

- c. the personal details are incorrect or out of date.
- 22.2 Sendcaribe is not obliged to delete personal data if there is one of the situations described in the law where the "right to forget" does not apply.

Article 23. Providing personal data to third parties

- 23.1 Sendcaribe will provide the personal data of the person concerned to third parties if:
 - a. Sendcaribe has obtained explicit prior permission from the person concerned;
 - b. one of the legal bases applies to which the provision of personal data to a third party is permitted;
 - c. it is necessary for the execution of the agreement. For example, it is necessary to provide the customer's telephone number to the agency of the transport company so that the agency can contact the customer by telephone as soon as the order has arrived at the agency and must be collected by the customer.
- 23.2 The person concerned may withdraw his/her consent to provide personal data to third parties at any time.

Article 24. Right of inspection, right of transferability, rectification and removal

- 24.1 Upon request, Sendcaribe shall grant the person concerned access to all personal information which Sendcaribe keeps of him/her and Sendcaribe shall provide the person concerned with a copy of such data free of charge in such a form so that the person concerned him/herself can provide the personal data to a third party.
- 24.2 Sendcaribe offers the person concerned the opportunity to correct or delete incorrect data that Sendcaribe keeps of him/her free of charge.
- 24.3 The request for access, modification or deletion of data can be submitted in writing or via email to Sendcaribe, see article 27.1 for the contact details of Sendcaribe. Sendcaribe will respond to such a request as soon as possible and in any case within 4 weeks.

Article 25. Right of restriction

- 25.1 If a request has been submitted by the person concerned, concerning the adjustment, supplementing or deletion of his/her personal data or an objection has been submitted concerning the processing of his/her personal data and the handling, processing and execution of this request or the objection takes some time, the person concerned may request Sendcaribe to limit the processing of his/her personal data.

Article 26. Objection

- 26.1 The person concerned may object to the processing of his/her personal data by Sendcaribe if he/she has a good reason for this because of his/her specific situation. After Sendcaribe has received the objection, Sendcaribe will stop processing the personal data of the person concerned, unless Sendcaribe has legitimate interests in the processing of personal data that outweigh the interests of the person concerned.

Article 27. Contact

- 27.1 For questions about how Sendcaribe processes personal data, access to personal data processed by Sendcaribe from the person concerned, request for a copy of his/her personal data, request for modification or deletion of his/her personal data, request to limit the processing of his/her personal data or submitting an objection to the processing of his/her personal data, the person concerned can contact Sendcaribe via the contact details below.

Contact details:
Sendcaribe B.V.
Postbus 95576
2509 CN Den Haag
The Netherlands
e-mail: info@sendcaribe.nl
telephone: +31(0)648922751

- 27.2 If Sendcaribe, at the request of the person concerned, corrects, supplements or deletes the personal data of the person concerned or terminates or restricts the processing of the personal data, Sendcaribe informs the person concerned accordingly.

Article 28. Security measures

- 28.1 In order to prevent access to personal data by unauthorized persons, loss, theft and unauthorized use of personal data, Sendcaribe has taken various security measures, including measures against unauthorized access, use, modification, unlawful and accidental destruction and unintentional loss of personal data.
- 28.2 Data provided to Sendcaribe via the website will be stored in a secure web environment.

Article 29. Privacy policy of third parties

- 29.1 The provisions included in these general terms and conditions regarding the processing of personal data do not apply to websites of third parties that are connected to the website by means of links, such as the web shops mentioned on the website. Sendcaribe does not accept any responsibility or liability with regard to the way in which these websites handle personal data. For more information about the way in which these third parties deal with personal data and the like, the privacy policy of the relevant website must be consulted.

Article 30. Data breach

- 30.1 If Sendcaribe has experienced a security incident, in which sensitive personal data has leaked or if for any other reason there is a serious adverse consequence for the protection of the processed personal data, then Sendcaribe will, if possible, within 72 hours after detection report the data breach to the Dutch Data Protection Authority and act in accordance with the Policy Rules Reporting Data breaches of the Dutch Data Protection Authority.
- 30.2 If there is a data breach at Sendcaribe that has adverse consequences for the privacy of the person concerned, Sendcaribe will inform the person concerned without delay.

Article 31. Filing a complaint

- 31.1 If the person concerned is of the opinion that the processing of personal data by Sendcaribe is not in accordance with these general terms and conditions and/or with the applicable laws and regulations, the person concerned may submit a complaint to the Dutch Data Protection Authority.