

## **GENERAL CONDITIONS BY METIS**

### **Article 1 – Definitions**

In these conditions, the following terms shall have the meanings ascribed to them below, unless explicitly indicated otherwise by the context:

#### **Consumer:**

refers to a natural person who does not act in the exercise of a profession or business.

#### **Services:**

refers to all services offered to the Consumer by By Metis through the Website.

#### **Customer Service:**

refers to the customer service of By Metis.

#### **By Metis:**

"By Metis" refers to the private company METIS B.V., trading under the name By Metis, with its head office located at Geurdeland 17G, 6673 DR Andelst, the Netherlands, registered in the Dutch commercial register of the Chamber of Commerce under number 89361881.

#### **Correspondence Addresses by Country:**

##### **Germany and Austria:**

For By Metis in Germany and Austria, correspondence should be sent to:

Postal address: House A, 1st floor, Edisonstraße 63, Berlin, Berlin 12459, Germany.

##### **Italy:**

For By Metis in Italy, correspondence should be sent to:

Postal address: Via Isonzo 67, 40033, Casalecchio di Reno BO, Italy.

##### **France:**

For By Metis in France, correspondence should be sent to:

Postal address: 450 rue Baden Powell, 34000, Montpellier, France.

##### **All Other Countries:**

For all other countries, correspondence should be directed to the head office of By Metis in the Netherlands, located at Geurdeland 17G, 6673 DR Andelst.

**All addresses mentioned for By Metis are solely intended for correspondence purposes. They are not accessible as visiting addresses for personal meetings or the delivery of goods without prior arrangement. We ask for your understanding and cooperation to avoid confusion and inconvenience.**

#### **Agreement:**

Means the distance contract concluded via the Website between By Metis, and the Consumer wherein the Consumer avails one or more Services from By Metis.

#### **Website:**

Means the website operated by By Metis, accessible at the domain name.

### **Article 2 – Scope of Application**

**2.1** – These general terms and conditions apply to every offer from By Metis and to every agreement concluded between By Metis and the Consumer.

**2.2** – All provisions in these general terms and conditions are also made for the benefit of all directors or partners of By Metis and all persons who are employed by or engaged by By Metis.

### **Article 3 – Services**

**3.1** – If an offer has a limited duration or is subject to conditions, this will be expressly mentioned in the offer.

**3.2** – No rights can be derived from any typographical errors in the description of a Service or in the conditions for the purchase of a Service. Obvious mistakes or errors in the offer do not bind By Metis.

#### **Article 4 – Conformity**

**4.1** – By Metis shall execute the Agreement to the best of its knowledge and ability and in accordance with the requirements of good craftsmanship.

**4.2** – In executing the Agreement, By Metis shall observe the greatest possible care regarding the interests of the Consumer. In particular, By Metis ensures that the processing of the Consumer's personal data is in compliance with the legal requirements resulting from the GDPR and as recorded in the privacy policy.

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

**5.1** – The Agreement is concluded at the moment of acceptance by the Consumer of the offer and compliance with the conditions set, such as filling in all required information on the Website and clicking the accept function. The form filled out by the Consumer and these general terms and conditions together form the full representation of the rights and obligations of By Metis and the Consumer.

**5.2** – The Consumer shall ensure that all data – which By Metis indicates as being desirable or which the Consumer should reasonably understand as necessary for the execution of the agreement – are provided to By Metis in a timely manner.

**5.3** – If the data necessary for the execution of the Agreement have not been provided to By Metis in a timely manner, By Metis has the right to suspend the execution of the agreement.

**5.4** – Within legal boundaries, By Metis may inform itself whether the Consumer is able to meet his payment obligations, as well as all those facts and factors that are important for responsibly entering into the Agreement. If By Metis has good grounds based on this investigation to not enter into the Agreement, it is entitled to refuse an order or request or to attach special conditions to the execution.

**5.5** – By Metis will confirm the purchase of the Service(s) to the Consumer immediately after receipt of the necessary information.

**5.6** – No rights can be derived from the execution term mentioned on the Website. The mentioned term is indicative.

#### **Article 6 – No Cooling-off Period**

Since the delivery or execution of the Service is completed entirely within the expiration of the legal cooling-off period, the Consumer has no right to a cooling-off period. The Consumer explicitly agrees to the execution of the Service prior to the expiration of the cooling-off period and also expressly waives this cooling-off period.

#### **Article 7 – Price**

**7.1** – During the validity period mentioned in the offer, the prices of the offered Products will not be increased, except for legally prescribed price changes such as those resulting from changes in VAT rates.

**7.2** – All prices for the offered products are displayed in the currency applicable in the country of purchase and include applicable taxes.

#### **Article 8 – Payment**

**8.1** – The Consumer is at all times obliged to pay the amounts due for the service taken.

**8.2** – The Consumer is obliged to report inaccuracies in provided or stated payment details to By Metis without delay.

**8.3** – If the Consumer does not meet the payment obligation(s) on time, after a reminder from By Metis and the expiry of an additional payment term of 14 (fourteen) days, the applicable statutory interest will be charged on the amount still owed, as determined by the legislation of the consumer's country. By Metis is also entitled to charge extrajudicial collection costs, the amount of which is determined by local legislation. By Metis reserves the right to deviate from these mentioned amounts and percentages for the benefit of the consumer.

**Article 9 – Complaints**

**9.1** – Complaints about the Services provided by By Metis must be submitted by the Consumer to the Customer Service within 8 (eight) days after the execution of the relevant Services, fully and clearly described.

**9.2** – Complaints submitted to By Metis will be answered within a period of 14 (fourteen) days from the date of receipt. If a complaint requires a foreseeably longer processing time, By Metis will respond within the term of 14 (fourteen) days with a receipt notice and an indication of when the Consumer can expect a more detailed answer.

**9.4** – If a complaint is found to be justified, By Metis will give the Consumer the opportunity to execute the Agreement in a proper manner. In the event that the execution of the Agreement is no longer possible according to objective standards, By Metis will only be liable within the limits of article 10.

**Article 10 – Liability**

By Metis is only liable for any damage suffered by the Consumer as a result of a culpable failure on the part of By Metis, with the damage limited to the amount of the fee paid by the Consumer, except and if there is intent or gross negligence on the part of By Metis.

**Article 11 – Amendments to the General Terms and Conditions**

By Metis reserves the right to amend these general terms and conditions.

**Article 12 – Null and Void or Annulable Provisions**

In the event that any provision in these general terms and conditions should be null and void or annulled, this does not affect the validity of the remaining provisions. By Metis and the Consumer will then consult to agree on new provisions to replace the null and void or annulled provisions, taking into account as much as possible the purpose and intent of the original provision.

**Article 13 – Applicable Law and Competent Court**

**13.1** – These general terms and conditions are effective as of March 19, 2024

**13.2** – The legal relationship between By Metis and the Consumer shall be governed by Dutch law. Any disputes between By Metis and the Consumer arising from or in connection with the Agreement shall, in principle, be settled by the competent court in Amsterdam.