

General Terms & Conditions

Definitions

For the purpose of these General Terms & Conditions HAPPY INDUSTRIES refers to: HAPPY INDUSTRIES with its registered office and place of business in Eindhoven.

For the purpose of these General Terms & Conditions 'Buyer' refers to:

The natural person, legal entity or collaboration/joint venture that has signed an agreement with HAPPY INDUSTRIES for the supply of services and/or goods by HAPPY INDUSTRIES.

For the purpose of these General Terms & Conditions 'the Parties' refers to:

HAPPY INDUSTRIES and the Buyer.

For the purpose of these General Terms & Conditions 'Agreement' refers to:

Any agreement between the Buyer and HAPPY INDUSTRIES.

For the purpose of these General Terms & Conditions 'Website' refers to:

www.happyindustries.nl

Applicability

These General Terms & Conditions apply to all offers made by and agreements/contracts with HAPPY INDUSTRIES that relate to orders made and placed.

By placing an order the Buyer accepts these General Terms & Conditions.

These General Terms & Conditions will be included with order confirmations, e-mails, invoices and on the website.

Agreements that differ from or are supplementary to these General Terms & Conditions are only binding if they have been agreed in writing or by e-mail and apply only on a case-by-case basis

Any applicability of General Terms & Conditions used by the Buyer is herewith expressly rejected

Agreements

An agreement between parties is realised at the time when HAPPY INDUSTRIES confirms the Buyer's order by e-mail.

The written confirmation or e-mail from HAPPY INDUSTRIES is deemed to reflect the agreement correctly and completely.

If an agreement has been realised by means of electronic communication methods the lack of an original signature does not affect the binding force of the agreement.

Happy Industries is entitled to suspend its obligations under the agreement or to dissolve the agreement instantly and with immediate effect. HAPPY INDUSTRIES is free to refuse orders at discretion without the need for explanations. If we refuse to accept an order you will be notified forthwith.

Delivery and delivery times

As much as possible the delivery times stipulated by HAPPY INDUSTRIES are based on the

conditions at the time the agreement is signed. However, these times are never binding or final. If HAPPY INDUSTRIES exceeds agreed delivery times this does not entitle the Buyer to take a discount or dissolve the agreement, unless HAPPY INDUSTRIES remains in default for more than 30 days in which case the order can be refused.

In the case of goods sold by HAPPY INDUSTRIES the transport/shipping costs associated with the delivery will be expressly stipulated by Happy Industries in the written confirmation and will be at the expense of the Buyer. The delivery address will be the address the consumer has provided to Happy Industries. The risk/insurance is transferred to the Buyer as soon as the product has been delivered to the Buyer. Where necessary HAPPY INDUSTRIES is entitled to deliver goods in partial deliveries.

Prices

The prices stipulated in the offer for products or services are inclusive of VAT but exclusive of shipping costs.

Payment:

We offer the following payment options:

electronic transfer: you can deposit the total amount electronically into our Rabobank account no. 1638.47.045 in the name of Happy Industries.

Please stipulate the invoicenummer.

For international payments the following codes are relevant: BIC: RABONL2U

IBAN: NL85 RABO 0163 8470 45

Payment must be made in advance; the order will be dispatched as soon as the payment has been credited to the stipulated HAPPY INDUSTRIES account number.

Payment options are: electronic transfer to our bank account or via Ideal.

Additions/changes

HAPPY INDUSTRIES is only bound by additional agreements or changes to the agreement if it has confirmed these in writing or by e-mail.

Buyer data

The information on the Buyer will be stored in the HAPPY INDUSTRIES database.

This data will be used to complete the Buyer's order.

The Buyer is entitled to view the information held on him in the HAPPY INDUSTRIES database at any time. By placing an order the Buyer simultaneously authorises HAPPY INDUSTRIES to request the Buyer's personal information from the population register.

The personal information provided to HAPPY INDUSTRIES will be used to evaluate, sign and complete an order and to manage the resulting customer relationship, including marketing activities organised by HAPPY INDUSTRIES,

collection of outstanding payments, combating fraud and complying with legal obligations.

Retention of title

The ownership of products transfers from HAPPY INDUSTRIES to the Buyer as soon as payment has been made.

The Buyer is obliged to accept the goods upon delivery.

At this time the risk and insurance of the goods transfer to the Buyer.

Complaints

The Buyer will check the consignment for any discrepancies immediately after the delivery.

Any complaints must be submitted by e-mail with an accurate explanation of the facts on which these complaints are based, immediately and no later than 7 days after the actual delivery failing which the Buyer is deemed to have irrecoverably and unconditionally accepted the delivered/presented goods.

Any right to submit a complaint terminates if and as soon as the Buyer uses the delivered good for a purpose other than the one it is suitable for by objective standards, or for a purpose other than the one that HAPPY INDUSTRIES could reasonably have expected it to be used for.

The Buyer must accept minor discrepancies in, for instance, quality, colour, size, quantity or finish, that are common in the trade.

HAPPY INDUSTRIES is only obliged to take submitted complaints under advisement if the Buyer has complied with all his contractual obligations toward HAPPY INDUSTRIES, for whatever reason. The Buyer will not be able to suspend his obligations or offset any payments because of a submitted complaint.

If, in view of the above, the Buyer's complaints are valid HAPPY INDUSTRIES will, after consultation with the Buyer, ensure that an item or service of the same or comparable quality is re-delivered within a reasonable time. If requested to do so the Buyer will hand over the replaced items or components or any documentation relating to the service to HAPPY INDUSTRIES or keep such items available for inspection for a period of time. The full or partial dissolution of the agreement by the Buyer is only possible with the collaboration of HAPPY INDUSTRIES.

If the Buyer's complaints are valid, also in view of the above stipulations, but it is not possible to re-deliver the item or service within a reasonable time, HAPPY INDUSTRIES is entitled to supply an item or service that is as close as possible to the original, or to apply a reasonable price reduction. The full or partial dissolution of the agreement by the Buyer is only possible if HAPPY INDUSTRIES concurs.

Returns

The Buyer has the right to return the supplied goods within seven working days after the actual delivery without giving reasons and without being obliged to pay a penalty. In this case the Buyer must return the goods undamaged and unused in the manner described on the website. In this case the Buyer is entitled to full reimbursement of the amount the Buyer has paid for the goods being returned. The paid amount will be credited as soon as possible, but in any case 30 days after receipt of the return shipment. The stipulations in this paragraph apply only to agreements with consumers.

The Buyer will pay the shipping costs associated with any returns.

HAPPY INDUSTRIES is entitled to refuse return shipments that were sent after the deadline and/or for apparently groundless reasons, as well as returns the costs of which were not paid in advance.

If HAPPY INDUSTRIES stores the late returns or does in any other way take responsibility for these items this will be done at the expense and risk of the Buyer. No approval or acceptance of the return shipment can ever be implied from such measures.

Liability

In the event of shortcomings that occur within a legal relationship to which these General Terms & Conditions apply, HAPPY INDUSTRIES is not liable for loss of profits, damage to property, personal injury or any other damages, either direct or indirect, suffered by the Buyer and/or other parties, with the exception of gross negligence or intent on the part of HAPPY INDUSTRIES.

Any liability on the part of HAPPY INDUSTRIES is limited to the damages that could have been foreseen as a possible consequence of the action resulting in the reimbursement, to a maximum of the amount payable on the basis of HAPPY INDUSTRIES' liability insurance policy, increased by the amount of the excess not payable by the insurance company according to the policy terms. If, for whatever reason, no payment is made by the insurance company in question any liability is limited to the actual net amount invoiced by HAPPY INDUSTRIES for the item or case in question. Without prejudice to any of the stipulations elsewhere in these General Terms & Conditions, with respect to goods and/or services purchased from third parties HAPPY INDUSTRIES is never liable beyond the extent that these third parties are liable and will offer redress to HAPPY INDUSTRIES.

HAPPY INDUSTRIES is not liable if the Buyer has not notified HAPPY INDUSTRIES in writing of the damage promptly and within five days after the Buyer has observed or could have observed the damage.

HAPPY INDUSTRIES stipulates all the legal and contractual defences it can invoke to contest its own liability toward the Buyer, also on behalf of its employees and non-employees for whose

conduct HAPPY INDUSTRIES is legally liable.

Without prejudice to the stipulations in this article and these General Terms & Conditions, any (legal) claims must have been pursued in the courts no later than one year after completion of the performance at the risk of forfeiting all rights.

Indemnity

The Buyer will fully indemnify HAPPY INDUSTRIES against any form of liability to third parties in relation to goods or services supplied by HAPPY INDUSTRIES, insofar as this liability does not fall on HAPPY INDUSTRIES.

Force majeure

Force majeure (“non-attributable shortcoming”) is defined as follows: any circumstance that is independent of the will of the parties and possibly unforeseeable and as a result of which the Buyer can not/no longer reasonably expect compliance with the agreement on the part of HAPPY INDUSTRIES.

On the part of HAPPY INDUSTRIES force majeure includes in any case: strikes, excessive illness-related absenteeism of the personnel of HAPPY INDUSTRIES, fire, sabotage, government measures, computer and telephone disruptions at HAPPY INDUSTRIES, unusual price increases, problems with suppliers, transport companies and involuntary disruptions or obstructions as a result of which the realisation of the agreement becomes more expensive and/or difficult, such as storm damage and/or other natural disasters, as well as failure to perform (“attributable shortcoming”) on the part of servants or agents of HAPPY INDUSTRIES or the Buyer, as a result of which HAPPY INDUSTRIES is not /no longer able to meet its obligation toward the Buyer or is unable to do so at the agreed time.

If a force majeure situation occurs HAPPY INDUSTRIES can suspend the realisation of the agreement or fully dissolve the agreement; the Buyer can do the same but only if HAPPY INDUSTRIES has not met its obligations within 30 days after receiving a notice of default. In the event of the dissolution of the agreement for reasons of force majeure HAPPY INDUSTRIES is not liable to pay any damages.

Legal action, applicable law and disputes

All legal relationships between the parties are strictly subject to Dutch law.

Intellectual property rights

The texts, drawings, pictures, videos, images, data, data banks, software, names, trade and domain names, brands, logos and other components of this site are protected by intellectual property rights and are the exclusive property of Happy Industries. All and any parties are prohibited from storing (other than storage required to be able to view the website), reproducing, changing, publishing, distributing or sending, selling or otherwise transferring or giving third parties rights to the information on this website without prior written permission from Happy Industries.

HAPPY INDUSTRIES August 2010 Our General Terms & Conditions apply to all our offers and agreements and a copy of these General Terms & Conditions is available upon request.