



PEGA BV
Middelweg 5 2992 SP Barendrecht (NL)
T +31(0)180 615380
info@pegabv.nl - www.pegabv.nl

General Terms and Conditions of PEGA Boat Trailers

Article 1

Definitions

In these **Terms and Conditions**, the following definitions shall apply:

Consumer: the customer not acting in the exercise of a profession or business.

Good and/or Goods means all material objects susceptible to human control, property rights and/or the provision of services and/or the performance of Work, related to the Supplies of a Product.

Auxiliary Persons: any (legal) person, whether employed or not, who has been instructed by or on behalf of Pega to co-execute the agreed Agreement.

Delivery "Ex Works": delivery "Ex Works" means the delivery of Products from the Delivery Point.

Deliveries: the provision of an agreed or resulting Product from the Agreement by or on behalf of Pega to the Client.

Delivery Location: the location from which Pega maintains offices, unless otherwise specified in the Agreement.

Delivery Time: the time(s) agreed upon in writing when a Product will be delivered. Additional Work: any Performance delivered or to be delivered by Pega, which is deemed necessary by or on behalf of Pega or deemed desirable by the Client and which has not been expressly agreed upon in writing.

Quotation: any written offer by Pega to perform an Agreement. Written also means by e-mail, Whatsapp or by text message.

Unforeseen circumstances: circumstances causing delay, Additional Work, increased costs and/or permanent or temporary force majeure on the part of Pega and which have not been provided for in writing in an Agreement.

Client: the Business Customer or Consumer to whom Pega makes an Offer or with whom Pega enters into a legal relationship or with whom Pega has entered into an Agreement.

Agreement: the agreement(s) to supply Products or the agreement of assignment to supply Products.

Pega: the private company with limited liability Pega B.V., established in Barendrecht (KvK: 24247980) as well as all natural and legal persons affiliated with it, the user of these general terms and conditions. The aforementioned affiliation may consist of direct or indirect shareholding, or any other association, user of these general terms and conditions.

Performance: all that -or part thereof- Pega is obliged to deliver or perform, under an Agreement.

Product(s): any Goods or services delivered by Pega to Customer or at least ordered by Customer.

Business Customer: the company or professional institution that has provided Pega with an Agreement.

CHAPTER 1 GENERAL

Article 2 Applicability of the General Terms and Conditions

2.1 These General Terms and Conditions are applicable to every Quotation and every Agreement between Pega and Client, unless these General Terms and Conditions have been expressly deviated from by the parties in writing. These General Terms and Conditions also apply to all stages prior to the conclusion of an Agreement and to services and Performances performed by Pega prior to the conclusion thereof.

2.2 Pega reserves the right to supplement and/or amend these Terms and Conditions at any time.

2.3 The applicability of General Terms and Conditions of the Business Customer is hereby expressly rejected. In case the Business Customer has declared his general terms and conditions generally applicable to his orders, assignments and/or agreements, Pega's general terms and conditions shall prevail, unless pursuant to a written agreement to the contrary.

2.4 If one or more provisions of these general terms and conditions are void or annulled, the remaining provisions of these general terms and conditions shall remain in full force and effect. In place of the void or nullified provisions, conditions will apply that approximate the purpose and scope of the original provisions.

2.5 In the event that these General Terms and Conditions and the Quotation contain conflicting terms, the terms contained in the Quotation, shall prevail.

Article 3 Quotations

3.1 All Quotations by Pega are without obligation, unless the Quotation in question expressly states otherwise in writing. Pega is only bound after Pega -after acceptance by the Client- has confirmed in writing that an Agreement has been made.

3.2 All Quotes are valid for 30 (thirty) days, unless otherwise indicated.

3.3 Documents made available to the Client by Pega shall not bind Pega.

3.4 Pega shall not be bound by deviations appearing in Customer's acceptance of Pega's Quotation.

3.5 Verbal promises and agreements with Pega employees shall not bind Pega except after and insofar as they have been expressly confirmed by Pega in writing.

3.6 Pega is entitled to appoint one or more (Auxiliary) persons in writing as representatives of Pega for the execution of the Agreement. Pega shall never be bound by agreements or assignments entered into by (auxiliary) persons who do not have an express written power of attorney from Pega to that effect.

3.7 Unless expressly agreed otherwise in writing, an Auxiliary Person of the Client is authorized to give orders for Additional Work, give instructions related to the delivery of a Performance of Pega or any other (legal) act in that context. The Client shall thereby be irrevocably bound.

3.8 Pega has the right to have a creditworthiness investigation conducted with respect to the Business Customer on the basis of which Pega is authorized to withdraw an Offer already made.

3.9 The prices stated in Quotations are based on the factors that determine the stated prices. In the event of unforeseen circumstances arising in the period between Quotation/Agreement and completion of the Agreement, Pega has the right to adjust the price or prices stated or agreed in the Quotation.

3.10 If Pega has incurred costs for the purpose of making an Offer, Pega is entitled to charge these to the Client, if Pega has given prior written notice to the Client.

3.11 In the case of a composite offer/quotation for multiple services, there is no obligation for Pega to perform a portion of the services at a corresponding portion of the quoted price, if the other portion is not accepted.

3.12 Obvious errors or mistakes in prospectuses, leaflets and/or publications, images, drawings, Quotations and stated data do not bind Pega.

IBAN NL98INGB0669.400300
BIC INGBNL21

VAT no. NL 8029 93 758 B01 Company Registration Number 24247980

Deliveries shall be made on the terms and conditions filed by us at the Registry of the District Court in Rotterdam. After delivery to the Customer's address or to the address specified by him, the goods shall remain our property, as long as they have not been paid for by the customer, but they shall be at the customer's risk after delivery.

Article 4 (Execution of) the Agreement

- 4.1 The Agreement will be established by and at the moment of sending an order confirmation or acceptance of an Offer by Client, or the written confirmation by Pega of an order, or by the actual commencement of the Performance, work and/or services by Pega.
- 4.2 Pega reserves the right, within 8 (eight) days, to notify Client in writing that the order in accordance with the Agreement referred to in paragraph 1 cannot be carried out, or cannot be carried out unchanged, due to Unforeseen Circumstances of which Pega could not reasonably have been aware, in which case the Agreement shall be deemed terminated, unless agreement can still be reached.
- 4.3 All additions, amendments and further arrangements to the Agreement shall only apply if agreed in writing.
- 4.4 The Agreement implies a best-efforts obligation for Pega in which Pega will observe the specific requirements of professionalism. Pega will execute the Agreement to the best of its knowledge and ability, taking into account the interests of the Client.
- 4.5 Pega shall determine the manner in which the Agreement is executed.
- 4.6 If and to the extent required for the proper execution of the Agreement, Pega has the right to have certain Performances performed by third parties.
- 4.7 Details of the goods on offer, such as properties, weights and compositions provided by Pega with the offer, are indicative and not binding on Pega and are given in good faith.
- 4.8 Deviations which, taking all circumstances into account, reasonably have no or a minor influence on the use value of the Product, shall always be deemed to be deviations of minor importance.
- 4.9 The Client is required to make available to Pega in a timely manner, in the desired form and manner, all data and documents which Pega, in its judgment, reasonably requires for the correct execution of the Agreement.
- 4.10 The Client must ensure that Pega is promptly informed of facts and circumstances that may be relevant in connection with the proper performance of the Agreement.
- 4.11 If the commencement or progress of the Agreement is delayed by factors for which the Client is responsible, the resulting (delay) damage and costs for Pega must be compensated by the Client.

Cancellation

- 4.12 Cancellation by the Client of an Agreement entered into can only take place with Pega's prior written consent. If Pega agrees to the cancellation, the Client shall owe Pega compensation of at least 25% of what the Client would have had to pay Pega on execution of the Agreement, without prejudice to Pega's right to full compensation for costs and damages.

Article 5 Additional Work

- 5.1 Changes to the Performance shall in any case result as Additional Work if:
- there is a change in the design, specifications, and/or specifications;
 - the information provided by the Client does not reflect reality;
 - estimated quantities vary by more than 5%.
- 5.2 Additional Work will be calculated on the basis of the price determining factors applicable at the time the Additional Work is performed. Client is obliged to pay the price of the Additional Work at Pega's first request.

Article 6 Deliveries

- 6.1 Pega shall deliver each Performance agreed with it in the manner and place as agreed in writing. Pega is entitled to deliver in whole or in part through Auxiliary Persons. Unless otherwise stated and/or agreed upon, Pega does not assume any obligation with respect to the Delivery Time and failure to deliver on time, for whatever reason, shall not entitle the Client to compensation or to rescind the Agreement.
- 6.2 If and insofar as the quality of the Products has not been expressly agreed upon, Client can only claim a quality in accordance with what is normal and customary in the industry of the Product concerned.
- 6.3 A minor or, given the circumstances, reasonable exceeding of the Delivery Time cannot be held against Pega.
- 6.4 Deliveries shall be "Ex Works", unless otherwise stipulated in the Agreement. Delivery shall be made at the expense and risk of Client.
- 6.1 Delivery of the goods to the Client shall be made to the address specified by the Client or as far as the means of transport by which the delivery is made can reach in the sole judgment of the driver, unless the parties have agreed otherwise in writing.
- 6.2 Delivery dates specified by Pega do not apply to Pega as deadlines, unless expressly agreed otherwise in writing. In case of late delivery, Pega shall therefore only be in default after written notice of default.
- 6.3 If fatal delivery dates are exceeded, or in the event of default as referred to above, the Customer has no right to compensation, but only the option to demand performance within a reasonable term set by the Customer, or to rescind the Agreement for the part not yet completed. In the case of an Agreement with a Consumer, Pega is obliged to pay compensation for damage that is so related to the breach that it can be attributed to it, also in view of the nature of the liability and the nature of the damage.
- 6.4 The Customer shall be obliged to take delivery of the Products within the delivery and/or call-off periods specified for that purpose in the Agreement. If the Agreement only stipulates that the Customer will take delivery of the Products in a certain period and no further terms have been set with regard to the call-off, the Customer is obliged to take delivery of the Products gradually and spread out over that period, taking into account seasonal circumstances. Pega is, if in its opinion Customer does not comply with these obligations, entitled to specify a term, within which term Customer is obliged to take delivery of the Products or part of the Products.
- 6.5 If the Customer has not taken delivery of the Products in accordance with the above, the Customer will be in default by operation of law. Pega has, in addition to its other rights under the law arising from the default of the Customer, the right, without any judicial intervention, to terminate the Agreement for the uncompleted portion by simple notification.
- 6.6 If Client does not take receipt of the goods at the agreed time of delivery, those goods will be kept at his expense and risk. In such cases, Pega may charge storage costs to Client in accordance with the rate applicable according to Pega.
- 6.7 Pega reserves the right to deliver the Goods in partial batches.

Article 7 Prices

- 7.1 The prices quoted by Pega are based on any information provided at the time of application and are exclusive of sales tax.
- 7.2 All agreements are always concluded on the basis of the prices valid at the time of conclusion.
- 7.3 If after the date of the Agreement one or more cost price factors undergo an increase - even if this occurs as a result of foreseeable circumstances - Pega is entitled to increase the agreed price accordingly, without the Business Customer being entitled to compensation or dissolution of the Agreement. This provision does not apply to the Consumer if the increase occurs within 3 (three) months after the conclusion of the Agreement.
- 7.4 Price increases as referred to in paragraph 3, arising after 3 (three) months after the conclusion of the Agreement will also be passed on to the Consumer. The Consumer then has the option of agreeing to the changed price or rescinding the Agreement.
- 7.5 Price fluctuations due to compulsory government measures, such as increases in VAT, will always be passed on.
- 7.6 Costs arising from additions to and/or modifications of the order/the Agreement shall be borne by the Client.

Article 8 Payments

- 8.1 Payment of the invoice amount should be made by deposit in favor of a bank account to be designated by Pega within the payment term stated on the invoice, without any right to discount or set-off, unless otherwise stated on the invoice.
- 8.2 The Business Customer cannot invoke set-off against Pega. This provision does not apply to the Consumer if he meets the requirements for set-off by law.
- 8.3 When making a Delivery, Pega will at all times be free to demand a cash or provisional and partial payment from the Customer. Pega is also free to invoice (partially) in advance.
- 8.4 Payments made by the Client always serve firstly to pay all interest and costs due and secondly to pay due invoices that have been outstanding the longest, even if the Client states that the payment relates to a later invoice and finally to pay the principal sum and accrued interest.
- 8.5 If Client does not meet his payment obligations on time, he is granted suspension of payment, he is declared bankrupt, he is seized, or he decides to liquidate his business, Pega is entitled to cancel the agreements or orders existing at that time in their entirety or for the part not yet performed, to regard claims not yet due as falling due at once and to reclaim the Goods not paid for, without prejudice to its right to compensation.
- 8.6 If payment has not been made within the payment term stated on the invoice, or if a (non-)judicial suspension of payment or bankruptcy or debt rescheduling arrangement has been applied for or has been pronounced, Customer will be in default by operation of law and Pega is entitled to charge statutory interest on the outstanding amount from the due date without further demand or notice of default.
- 8.7 Pega is at all times entitled, before proceeding with or continuing to deliver Products, to demand security or advance payment from the Customer for the punctual performance of his obligations. If this advance payment is not made or this security is not provided, Pega is entitled to terminate the agreement by a single written statement and without judicial intervention, without prejudice to Pega's right to compensation, if there are grounds for doing so, and without the Client being able to assert any claims for compensation.
- 8.8 As long as the Client is in default of its payment obligations, Pega is authorized to suspend the fulfillment of its obligations under the Agreement.
- 8.9 The Client is never authorized to transfer a debt to Pega. In case debt is transferred with Pega's approval, the original Principal shall remain jointly and severally liable for the debt.
- 8.10 All extrajudicial costs to be incurred to collect the debt, including the costs of calling in a legal advisor, shall be borne by the Client. The extrajudicial collection costs shall be at least 15% of the amount owed by the Client, with a minimum of € 250 (two hundred and fifty euros).
- 8.11 The Business Customer shall, by way of security for payment and at Pega's first request, provide (additional) security in the manner requested by Pega.

Article 9 Transfer of risk and retention of title

- 9.1 From the moment of Delivery, the Products are for the account and risk of the Client.
- 9.2 All goods delivered will remain the exclusive property of Pega until such time as Client has complied with all obligations - arising from the Agreement or related to the Performance of Pega, including claims for penalties, interest and costs. Until such time, Client is bound to keep the items delivered by Pega separate from other items and clearly identified as Pega's property and to keep them properly insured and insured.
- 9.3 As long as the above claims have not been paid, Client shall not be entitled to dispose of the goods in question or to establish a pledge or non-possessory pledge on the goods in question.
- 9.4 Pega shall, at the time that Client has complied with all its obligations to Pega as stated in paragraph 2 of this Article, transfer to Client the ownership of the delivered goods subject to pledge at his first request to Pega, for the benefit of other claims Pega has against Client. Client shall at Pega's first request cooperate with any actions required in this regard.

Article 10 Complaints

- 10.1 Upon delivery of Products, they must be inspected by Client for quantity, type and/or defects.
- 10.2 In case of delivery by truck, the inspection of the Products must be carried out before mixing of the Products with material/goods of other origin or composition or processing of the Products has taken place. The inspection and any claims arising therefrom must be made immediately after unloading.
- 10.3 Complaints will only be considered if and insofar as they are expressly brought to Pega's attention within 8 (eight) days after delivery of the Performance and Pega has been given the opportunity to check the same.
- 10.4 Claims relating to quantity of Product and/or type of Product must also be made in writing and no later than 48 hours after Delivery.
- 10.5 Complaints about invoices must also be submitted in writing and at the latest within 8 (eight) days after the date of dispatch of the invoices.
- 10.6 Other types of complaints must also be submitted in writing and no later than 8 (eight) days after Delivery.
- 10.7 After the expiration of these terms, the Client is deemed to have approved the delivery or the invoice, respectively. In that case, complaints will no longer be considered by Pega.
- 10.8 For Goods delivered by third parties, the complaint terms agreed upon by these third parties with Pega will apply.
- 10.9 Quality requirements or quality standards of Products to be delivered by Pega must have been expressly agreed upon. Complaints relating to minor deviations in quality, color and/or weight usual in the industry will not be accepted by Pega.
- 10.10 In the case of complaints recognized by Pega, Pega is, subject to any liability arising from the law, only obliged to replace the items in question.
- 10.11 If the Client, without having reached an agreement with Pega, wishes a new or improved delivery, for whatever reason, he will have to give Pega the opportunity to have the complaint investigated by a recognized expert, under penalty of loss of his claims/in opportunity, which decision will be binding on Pega and the Client. The expert in such a case will be chosen by Pega. If no agreement can be reached thereafter, 2 experts will be chosen, by each of the parties separately, with a possible third expert to be appointed by the already chosen experts. His ruling will be binding on Client and Pega. The costs of the experts shall be borne by the losing party.
- 10.12 Customer must give Pega the opportunity to determine defects or have them determined, insofar as this can reasonably be required of him, but in any case not less than eight working days after the complaint. However, if the Client has meanwhile processed, treated or redelivered the goods in whole or in part, any right to complain and/or compensation shall lapse. With regard to complaints, each partial delivery shall be considered a separate delivery.



BOAT TRAILERS

PEGA BV
Middelweg 5 2992 SP Barendrecht (NL)
T +31(0)180 615380
info@pegabv.nl - www.pegabv.nl

10.13 Submission of a complaint does not release the Client from its payment obligation to Pega.

10.14 Pega does not warrant and shall never be deemed to have warranted or vouched for the suitability of the purchased item for the purpose for which Customer desires to treat, process, have it used or used.

Article 11 Liability

11.1 Pega shall only be liable for direct damage caused by an attributable failure of Pega, subject to the provisions of these General Terms and Conditions.

11.2 Pega's liability to a Client shall be limited to no more than the amount actually paid out by the insurer under Pega's business liability insurance policy.

11.3 If Pega does not have a claim under its business liability insurance for the damage resulting from such liability, Pega's liability shall be limited to a maximum of twice the amount invoiced by Pega to Customer in respect of the Delivered Performance/Product and paid by Customer.

11.4 Pega shall not be liable for damage to the extent that the damage is covered by any insurance taken out by the Client.

11.5 Pega is not liable for damage resulting from the inaccuracy of data provided by or on behalf of Client or the inexpert or incorrect use by Client of items supplied by Pega.

11.6 Pega's liability for indirect damages, including consequential damages, lost profits, lost savings and damage due to business interruption, is excluded.

11.7 Client shall indemnify Pega for any fines that governmental authorities will or want to levy against Pega in connection with improper loading.

11.8 All claims of the Client and third parties shall lapse if they have not been submitted to Pega in writing, stating reasons, within one year after the Client or the third party, respectively, became aware or could reasonably have become aware of the facts on which he bases his claim.

11.9 Client shall indemnify Pega against third party claims for damages related to the Products delivered by Pega or otherwise related to the Agreement entered into between Client and Pega.

11.10 Pega is not liable for a failure in performance if this failure cannot be attributed to it under the law, legal act or generally accepted practice. A failure in performance can in any case not be attributed to Pega if there are situations of force majeure, which include fire where the goods are stored, war, including outside the Netherlands, riots, epidemics, traffic disruption, strikes, maritime disasters of all kinds, lockouts, loss or damage during transport and similar cases beyond Pega's control, as a result of which there is a delay in unloading.

11.11 In the event of force majeure, the parties are authorized, without judicial intervention, either to suspend the performance of the Agreement for a period not exceeding two months or to dissolve the Agreement immediately, without any obligation to pay damages.

11.12 Limitation of liability referred to in this Article shall not apply in the case of intentional or deliberate recklessness on the part of Pega or its executive staff.

Article 12 Confidentiality

12.1 Both parties are obliged to keep confidential all confidential information they have obtained from each other or from other sources in the context of the Agreement. Information is considered confidential if it has been communicated by a party or arises from the nature of the information.

12.2 Within 10 days after the termination of the Agreement, each party shall return the data covered by the obligation of confidentiality to the entitled party, as far as this is reasonably possible. The confidentiality obligation with respect to such data will continue after the termination of the Agreement.

12.3 In case of violation of this article, the violating party shall forfeit an immediately payable fine of €5,000 (five thousand euros) per violation, as well as a fine of €500 (five hundred euros) per day that the violation continues without prejudice to the right of the harmed party to claim the actual damages suffered in all these cases.

Article 13 Dissolution, suspension and set-off

13.1 Either party may dissolve the Agreement if the other party - after a reasonable period set in a written notice of default has expired - fails to fulfill its obligations under this Agreement.

13.2 In addition, Pega is authorized to terminate all or part of the Agreement without notice of default and without judicial intervention by written notice with immediate effect:

- if Client is granted suspension of payment - provisional or otherwise;
- If bankruptcy is filed against Client; or
- if the Business Customer's business is terminated other than for the purpose of reconstruction or amalgamation of businesses.

Pega will never be liable to pay any damages because of such termination. All claims of Pega against Client shall then become immediately due and payable.

13.3 Pega is entitled, without prejudice to its right to compensation, without notice of default and without judicial intervention, to suspend the performance of the Agreement with immediate effect and/or rescind the Agreement in whole or in part, if:

- Client fails to perform any obligation under the Agreement, or fails to do so in a timely or proper manner;
- Executory seizure of a substantial portion of the Client's assets;
- Pega has valid reasons to fear that Client is not or will not be able to fulfill its obligations under the Agreement.

13.4 Client shall not be entitled to invoke any right of suspension against Pega.

13.5 The Client shall never be entitled to set off its claims against Pega against its debts to Pega. The Client shall never invoke compensation.

13.6 Pega has the right to suspend the Agreement or the Performance and/or demand payment in advance, if Pega has good reason to doubt the financial soundness of the Client, until the Client - exclusively at Pega's discretion - has provided sufficient security to Pega's satisfaction.

13.7 If, after written summons, the cause of the disrupted progress referred to in Article 4.11 is not immediately and permanently removed, Pega has the right to terminate the Agreement. The Client shall in that case compensate Pega for damages.

IBAN NL98INGB0669.400300
BIC INGBNL21

VAT no. NL 8029 93 758 B01 Company Registration Number Rotterdam no. 24247980

Deliveries shall be made on the terms and conditions filed by us at the Registry of the District Court in Rotterdam. After delivery to the Customer's address or to the address specified by him, the goods shall remain our property, as long as they have not been paid for by the customer, but they shall be at the customer's risk after delivery.

Article 14 Force majeure

14.1 Pega is not liable for a failure in performance if this failure cannot be attributed to it under the law, legal act or generally accepted practice. A shortcoming in the performance cannot in any case be attributed to Pega if there are situations of force majeure, which include, but are not limited to, fire in the building or where the Goods are stored, war, including outside the Netherlands, riots, epidemics, pandemics, traffic disruption, strikes, maritime disasters of all kinds, lockouts, loss or damage during transport and similar other cases beyond Pega's control, which cause delays in the Work.

14.2 Pega has the right to terminate the Agreement if there is permanent force majeure on the part of the Client or Pega cannot reasonably be required to maintain the Agreement. The Client will then reimburse all work performed by Pega.

14.3 In the event of force majeure, the parties are authorized, without judicial intervention, either to suspend the performance of the Agreement for a period not exceeding 2 (two) months or to dissolve the Agreement immediately, without any obligation to pay damages.

Article 15 Disputes

15.1 These general terms and conditions, the Work, the Agreement and all assignments and agreements resulting therefrom shall be governed by Dutch law. Applicability of the Vienna Sales Convention on Uniform Rules for the International Sale of Goods is expressly excluded, as is any existing or future international regulation on the sale of movable tangible property the effect of which can be excluded by the parties.

15.2 All disputes arising between the parties as a result of these general terms and conditions, the Agreement or agreements resulting therefrom shall be settled by the court having jurisdiction according to the normal rules of competence

CHAPTER 2 CONSUMERS

Article 16 Applicability

16.1 A provision of these general terms and conditions does not apply against the Consumer if and insofar as the provision in question would be in conflict with the black list, as contained in Article 6:236 of the Civil Code.

16.2 If and to the extent that any provision conflicts with Article 6:236 of the Civil Code, the other provisions of these General Terms and Conditions shall remain in full and unchanged application.

16.3 In addition to the General Terms and Conditions, as aforementioned, this paragraph applies to any Quotation of Pega and to any distance contract concluded between Pega and the Consumer.

16.4 Before the Distance Contract is concluded, the text of these General Terms and Conditions will be made available to the Consumer. If this is not reasonably possible, Pega will, before the Distance Agreement is concluded, indicate in what way the General Terms and Conditions can be inspected at Pega and that, at the request of the Consumer, they will be sent free of charge as soon as possible.

16.5 If the Distance Contract is concluded electronically, notwithstanding the preceding paragraph and before the Distance Contract is concluded, the text of these General Terms and Conditions may be made available to the Consumer electronically in such a way that it can be easily stored by the Consumer on a durable data carrier.

16.6 If this is not reasonably possible, prior to the conclusion of the Distance Contract, it will be indicated where the general terms and conditions can be inspected electronically and that they will be sent electronically or otherwise free of charge at the Consumer's request.

16.7 In the event that specific product or service conditions apply in addition to these general conditions, the Consumer may always rely on the applicable provision that is most favorable to him in the event of conflicting conditions.

Article 17 Right of withdrawal

17.1 In case the Agreement is concluded via the Internet or telephone, the following applies.

(a) The Consumer may rescind a Contract relating to the purchase of a Product during a reflection period of at least 14 (fourteen) days from the day of receipt of the Product, without giving reasons. Pega may ask the Consumer for the reason for withdrawal, but may not oblige the Consumer to state his reason(s).

(b) If Pega has not provided the Consumer with the legally required information on the right of withdrawal or the model withdrawal form, the cooling-off period shall expire twelve months after the end of the original cooling-off period determined in accordance with the previous paragraphs of this Article.

(c) During the reflection period, the Consumer shall handle the Product and its packaging with care. He shall only unpack or use the Product to the extent necessary to establish the nature, characteristics and operation of the Product.

The premise here is that the Consumer may only handle and inspect the Product as he would be permitted to do in a retail store.

(d) The Consumer shall only be liable for diminished value of the Product resulting from any handling of the Product beyond that permitted in the preceding paragraph.

(e) The Consumer shall not be liable for diminished value of the Product if Pega has not provided him with all legally required information on the right of withdrawal before or at the conclusion of the Agreement.

Article 18 Exercise of the right of withdrawal

(a) If the Consumer exercises his/her right of withdrawal, he/she shall notify Pega within the withdrawal period by means of the model withdrawal form or in another unambiguous manner.

(b) Recourse to the right of withdrawal is only possible if the Product and its packaging are in their original, complete, undamaged and unused, unmixed or unprocessed condition.

(c) As soon as possible, but within 14 (fourteen) days from the day following the notification referred to in paragraph 1, the Consumer returns the Product, or hands it over to (an authorized representative of) Pega. This is not necessary if Pega has offered to pick up the Product itself.

(d) The Consumer has complied with the return period in any case if he returns the Product before the cooling-off period has expired.

(e) The Consumer returns the Product with all delivered accessories, if reasonably possible in its original condition and packaging, and in accordance with the reasonable and clear instructions provided by the entrepreneur.

(f) The risk and burden of proof for the correct and timely exercise of the right of withdrawal lies with the Consumer.

(g) The Consumer shall bear the direct cost of returning the Product. If Pega has not notified the Consumer that the Consumer must bear these costs or if Pega indicates that it will bear the costs itself, the Consumer does not have to bear the return shipping costs.

(h) If the Consumer exercises his/her right of withdrawal, the purchase price will be refunded within 30 days from the time the goods are received or until the Consumer has proven that the goods have been returned.