

General Terms and Conditions

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Article 1 - Definitions

In these terms and conditions, the following definitions shall apply:

1. Withdrawal period: the period within which the consumer can make use of his right of withdrawal;
2. Consumer: the natural person not acting in the exercise of profession or business and enters into a distance contract with the entrepreneur;
3. Day: calendar day;
4. Duration transaction: a distance contract relating to a series of products and/or services, the delivery and/or purchase obligation of which is spread over time;
5. Durable data carrier: any means that enables the consumer or entrepreneur to send information that is addressed to him personally, to be stored in a way that future consultation and unaltered reproduction of the stored information.
6. Right of withdrawal: the possibility for the consumer to waive from the distance contract;
7. Model form: the model form for withdrawal made available by the trader which a consumer can fill in when he wants to exercise his right of withdrawal.
8. Entrepreneur: the natural or legal person who remotely offers products and/or services to consumers;
9. Distance contract: an agreement whereby, within the framework of a system organised by the entrepreneur organised system for distance selling of products and/or services, up to and including the conclusion of the agreement, exclusive use is made of one or more techniques for distance communication;
10. Technique for distance communication: means that can be used for concluding of an agreement, without the consumer and entrepreneur being in the same room at the same time have come together.
11. General Terms and Conditions: the present General Terms and Conditions of the entrepreneur.

Article 2 - Identity of the entrepreneur

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Telephone number:

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Article 3 - Applicability

1. These general terms and conditions apply to every offer from the entrepreneur and to every distance contract and orders concluded between the entrepreneur and the consumer.
2. Before the distance contract is concluded, the text of these general terms and conditions will be made available to the consumer (online).
3. If the distance contract is concluded electronically, this may deviate from the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions be made available to the consumer electronically in such a way that this can be easily stored by the consumer in a sustainable manner data carrier. If this is not reasonably possible, the distance contract will be concluded is closed, the general terms and conditions will be indicated electronically can be taken note of and that they can be done electronically or at the request of the consumer will otherwise be sent free of charge.
4. In the event that specific product or service conditions apply in addition to these general terms and conditions, the second and third paragraphs apply mutatis mutandis and, in the event of conflicting general terms and conditions, the consumer can always rely on the applicable provision that applies to him as most favorable.
5. If one or more provisions in these general terms and conditions are at any time wholly or partially null and void or are annulled, the remainder of the agreement and these terms and conditions will remain in force and the provision in question will be immediately replaced by mutual agreement by a provision that approximates the scope of the original as much as possible.
6. Situations that are not regulated in these general terms and conditions must be assessed 'in the spirit' of these general terms and conditions.
7. Uncertainties about the interpretation or content of one or more provisions of our terms and conditions must be interpreted 'in the spirit' of these general terms and conditions.

Article 4 - The Offer

1. If an offer is limited in time or subject to conditions, this shall be expressly stated in the offer.
2. The offer is not binding. The trader is entitled to modify and adapt the offer.
3. The offer contains a complete and accurate description of the products and/or services. The description is sufficiently detailed to enable the consumer to make a proper assessment of the offer. If the trader uses images, they are a true representation of the products and/or services offered. Obvious mistakes or obvious errors in the offer do not bind the trader.
4. All images, specifications and data in the offer are indicative and cannot be a reason for compensation or dissolution of the contract.
5. Images accompanying products are a true representation of the products on offer. Entrepreneur cannot guarantee that the colours displayed correspond exactly to the actual colours of the products.
6. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to the acceptance of the offer. This concerns in particular

particular:

- The price including taxes;
 - the possible shipping costs;
 - the manner in which the contract is to be concluded and the steps required to do so;
 - whether or not the right of withdrawal applies;
 - the method of payment, delivery and performance of the contract;
 - the time limit for accepting the offer or the time limit within which the trader guarantees the price;
 - the amount of the remote communication tariff, if the cost of using the remote communication technology is calculated on a basis other than the regular basic rate for the means of communication;
 - whether the agreement will be archived after it has been concluded and, if so, how it can be way in which it can be consulted by the consumer;
 - the way in which the consumer can consult and, if necessary, correct the agreement before concluding it;
 - the languages, other than Dutch, in which the agreement may be concluded;
 - the codes of conduct to which the trader is subject and the way in which the consumer can the way in which the consumer can consult these codes of conduct electronically;
- and
- the minimum duration of the distance contract in the case of a longer transaction.

Article 5 - The Agreement

1. The contract is effective, subject to the provisions of paragraph 4, at the moment of acceptance of the offer by the consumer and fulfillment of the conditions stipulated therein.
2. If the consumer has accepted the offer by electronic means, the trader shall immediately confirm receipt of the acceptance of the offer by electronic means.
3. If the contract is concluded electronically, the entrepreneur shall take appropriate technical and organizational measures to secure the electronic transmission of data and shall ensure a secure web environment. If the consumer can pay electronically, the trader will take appropriate security measures.
4. The entrepreneur may - within the legal framework - obtain information on whether the consumer will be able to meet his payment obligations, as well as on all facts and factors that are important for a responsible conclusion of the contract. for a responsible conclusion of the distance contract. If, on the basis of this investigation, the trader has good grounds for not concluding the contract, he is entitled to to refuse an order or application or to attach special conditions to its execution, stating the reasons for doing so.
5. Together with the product or service, the entrepreneur will provide the consumer with the following information, in writing or in such a way that the consumer can store it in an accessible way on a durable data carrier
 - a. the address of the place of business of the trader to which the consumer may go with complaints
 - b. the conditions under which and how the consumer may exercise the right of withdrawal, or a clear statement of the exclusion of the right of withdrawal;
 - c. the information on guarantees and after-sales services;
 - d. the information referred to in article 4, paragraph 3 of these Conditions, unless the trader has already provided this information to the consumer prior to the conclusion of the contract;
6. Every contract is concluded under the suspensive condition of sufficient availability of the products concerned.

Article 6 - Right of withdrawal

Upon delivery of the products:

1. When purchasing products, the consumer has the possibility of withdrawing from the contract within 14 days without giving any reason. This period begins on the day following the receipt of the product by the consumer or by a person previously designated and notified to the trader.
2. During the cooling-off period, the consumer will treat the product and its packaging with care. He will unpack the product only to the extent necessary to assess whether he wishes to keep it. Opened bottles may not be returned. If he makes use of his right of withdrawal, he will return the product with all delivered accessories and in its original condition and packaging to the entrepreneur, in accordance with the reasonable and clear instructions provided.
3. If the consumer wishes to exercise his right of withdrawal, he is obliged to do so within 14 days of receipt of the product by the entrepreneur. The consumer must make this known using the model form. After the consumer has made use of his right of withdrawal, the consumer must return the product within 14 days. The consumer must prove that the delivered product was returned in time, e.g. by means of proof of dispatch.
4. If, after the expiry of the periods mentioned in paragraphs 2 and 3, the customer has not expressed the wish to exercise his right of withdrawal or has not returned the product to the entrepreneur, the returned, the purchase is a fact.

On delivery of services:

5. In the case of the delivery of services, the consumer has the possibility of dissolving the agreement without giving reasons. In the case of the delivery of services, the consumer has the possibility of dissolving the agreement without giving reasons for a period of at least 14 days, starting from the day of the conclusion of the agreement.
6. To exercise his right of withdrawal, the consumer will comply with the information provided by the trader in the offer and/or no later than at the time of delivery, provided reasonable and clear instructions.

Article 7 - Cancellation costs

1. If the consumer exercises his right of withdrawal, he will be charged no more than the cost of returning the goods.
2. If the consumer has paid any amount, the trader will reimburse this amount as soon as possible, but not later than 14 days after the withdrawal. This is subject to the condition that the product has already been returned to the entrepreneur or that conclusive proof of complete return can be provided. Refunds will be made by the same method of payment used by the consumer, unless the consumer explicitly authorizes a different method of payment.
3. If the product is damaged due to careless handling by the consumer, the consumer will be liable for any depreciation in the value of the product.
4. The consumer cannot be held liable for depreciation of the product if all legally required information about the right of withdrawal has not been provided by the entrepreneur, this should be done before the conclusion of the purchase agreement.

Article 8 - Exclusion of the right of withdrawal

1. The entrepreneur may exclude the consumer's right of withdrawal for products as described in paragraphs 2 and 3. The exclusion of the right of withdrawal is only valid if the entrepreneur has clearly stated this in the offer, at least in good time before the conclusion of the contract.
2. Exclusion of the right of withdrawal is only possible for products:

- a. have been manufactured by the entrepreneur according to the consumer's specifications;
 - b. that are clearly personal in nature, which, by their nature, cannot be returned;
 - d. which perish or age quickly
 - e. whose price is subject to fluctuations in the financial market over which the company has no control;
 - f. individual newspapers and magazines
 - g. for audio and video recordings and computer software that has been unsealed by the consumer.
 - h. for products where the consumer has broken the seal.
3. Exclusion of the right of withdrawal is possible only for services
- a. relating to accommodation, transport, catering or leisure activities to be provided on a specific date or during a specific period;
 - b. the supply of which has commenced with the express consent of the consumer before the end of the cooling-off period
 - c. relating to betting and lotteries.

Article 9 - Price

1. During the period of validity indicated in the offer, the prices of the products and/or services offered shall not be increased, with the exception of price changes due to changes in VAT rates.
2. Contrary to the previous paragraph, the Entrepreneur may offer products or services whose prices are subject to fluctuations in the financial market and over which the Entrepreneur has no control, with variable prices. This link to fluctuations and the fact that any prices quoted are target prices must be stated with the offer.
3. Price increases within 3 months after the conclusion of the contract are only permitted if they are the result of legal regulations or provisions.
4. Price increases from 3 months after the conclusion of the agreement are only permitted if the entrepreneur has specified them and if
 - a. they are the result of legal regulations or provisions; or
 - b. the consumer is authorized to terminate the contract on the day on which the price to which the increase applies comes into force.
5. The prices indicated in the offer of products or services are inclusive of VAT.
6. All prices are subject to printing and typing errors. No liability is accepted for the consequences of printing and typesetting errors. In case of printing or typing errors, the company is not obliged to deliver the product at the incorrect price.

Article 10 - Conformity and Warranty

1. The entrepreneur guarantees that the products and/or services comply with the contract, the specifications stated in the offer, the reasonable requirements of soundness and/or usability and the existing legal provisions and/or government regulations at the time of the conclusion of the contract. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.
2. A guarantee given by the trader, manufacturer or importer does not affect the legal rights and claims that the consumer has against the trader on the basis of the agreement.
3. Any defects or wrongly delivered products should be reported to the company in writing. The products must be returned in their original packaging and in new condition.
4. The warranty period of the Company corresponds to the factory warranty period. The entrepreneur is never responsible for the final suitability of the products for any individual application by the consumer, nor for any advice regarding the use or application of the products regarding the use or application of the products.
5. The warranty does not apply if

- The consumer has repaired and/or modified the delivered products himself or has had them repaired and/or modified by a third party;
- The delivered Products have been exposed to abnormal conditions or have been otherwise treated carelessly or contrary to the instructions of the Company and/or the Company and/or on the packaging;
- The defectiveness is wholly or partly the result of regulations which the government has issued or will issue regarding the nature or quality of the materials used.

Article 11 - Delivery and execution

1. The Entrepreneur will take the greatest possible care in accepting and executing orders for products and in assessing requests for the provision of services.
2. The place of delivery is the address provided by the consumer to the company.
3. With due observance of what is stated in paragraph 4 of this article, the company will execute accepted orders expeditiously, but at the latest within 30 days, unless the consumer has agreed to a longer delivery period. If delivery is delayed, or if an order cannot be fulfilled or can only be partially fulfilled, the consumer will be informed at the latest 30 days after the order has been placed. In this case, the consumer has the right to cancel the contract free of charge. The consumer is not entitled to any compensation.
4. All delivery terms are indicative. The consumer cannot derive any rights from them. Exceeding a deadline does not entitle the consumer to compensation.
5. In case of dissolution according to paragraph 3 of this article, the trader will refund the amount paid by the consumer as soon as possible, but at the latest within 14 days after dissolution.
6. If the delivery of an ordered product turns out to be impossible, the entrepreneur will make every effort to provide a replacement article. At the latest at the time of delivery, it will be clearly and comprehensibly indicated that a replacement item will be delivered. The right of withdrawal cannot be excluded for replacement items. The costs of any return shipment shall be borne by the Company.
7. The risk of damage and/or loss of the products remains with the company until the moment of delivery to the consumer or to a representative previously designated and notified to the company, unless expressly agreed otherwise.

Article 12 - Prohibition of supply illegal practices.

The Client shall not make available, deliver, prepare, process, offer for sale, sell, provide, transport, manufacture or have at its disposal the products or services to be supplied by Benuco if it knows or has serious grounds for suspecting that they are intended for the commission of an offense punishable under article 11, paragraphs 3 and 5, namely for the purposes of professional or commercial or large-scale, illegal or professional hemp cultivation as referred to in art. 11(3) and (5) Opium Act or art. 1(2) Opium Act Decree of the Netherlands.

The Customer is aware that the supply of products and services provided by Benuco to a customer who is guilty of the aforementioned illegal, professional, large-scale and/or organized cultivation of hemp, or the facilitation of such cultivation, may lead to the suspicion that Benuco has committed an offence within the meaning of Art. 11a jo. art. 11 paragraphs 3 and 5 of the Opium Law of The Netherlands.

Within the context of this obligation to investigate, the customer declares when placing his order with Benuco that the products ordered by him are not intended to be used, made available, delivered, prepared, processed, offered for sale, sold, provided or transported for or in connection with large-scale, illegal or professional hemp cultivation. Benuco is entitled to attach conditions to the delivery

of products in order to ensure, as far as possible, that the products will not be used for large-scale, illegal or professional hemp cultivation.

If the Buyer applies the products or services to be ordered from Benuco in violation of this provision of Art. 13 and the Opium Law in - or for the benefit of - large-scale, illegal or professional hemp cultivation, the Buyer shall be liable for the damages that Benuco shall suffer as a result of any criminal investigation and or criminal prosecution, as well as as as as a result of the administrative enforcement of administrative coercion that shall be claimed against Benuco.

Damage includes all direct or indirect damage, material and immaterial damage, trading loss, consequential damage and other kinds of damage that Benuco will suffer as a result of the criminal investigation and/or prosecution and/or administrative enforcement. Such damages also include, but are not limited to, loss of profits, costs of legal assistance and other types of advice , reputation damage, loss of goods, material and immaterial damage and so on.

Provisions for individual European countries and the rest of the world.

The Client shall only use or apply the products or services to be delivered by Benuco in a lawful manner in accordance with the law of the country in which the products or services are used or applied.

If the Client uses or applies the products or services to be ordered from Benuco in violation of the locally applicable legislation to which they are subject at the time of use or application, the Client shall be liable for the damages that Benuco suffers as a result of any criminal investigation and/or prosecution, as well as as a result of the administrative enforcement of administrative sanctions that may be asserted against Benuco.

Damages include all direct or indirect damages, material and immaterial damages, trading losses, consequential damages and other damages that Benuco suffers as a result of the criminal investigation and/or criminal prosecution and/or administrative enforcement. Such damages also include, but are not limited to, loss of profits, costs of legal assistance and other types of advice, damage to reputation, loss of goods, material and immaterial damages, etc.

Article 13 - Duration transactions: duration, termination and renewal

Termination

1. The consumer may terminate an open-ended contract that was concluded for the regular regular delivery of products (including electricity) or services, at any time, subject to agreed termination rules and a notice period of not more than one month.
2. The consumer may terminate a fixed-term contract that was concluded for the regular delivery of products (including electricity) or services at any time before the end of the fixed term with due observance of the applicable termination rules and a notice period not exceeding one month.
3. The consumer may terminate the agreements referred to in the previous paragraphs:
 - terminate at any time and not be limited to termination at a specific time or in a specific period;
 - at least terminate them in the same way as they were entered into by him;
 - always terminate them with the same notice period as the entrepreneur has stipulated.

Extension

4. An agreement entered into for a definite period and which extends to the regular supply of products (including electricity) or services, may not be tacitly extended or renewed for a fixed term.

5. In deviation from the previous paragraph, an agreement which has been entered into for a definite period and which extends to the regular delivery of daily news and weekly newspapers and magazines may be tacitly extended for a fixed term not exceeding three months, if the consumer can terminate this extended agreement towards the end of the extension with a notice period of no more than one month.

6. A fixed-term contract that was entered into for the regular delivery of products or services may be tacitly extended for an indefinite period of time only if the consumer may terminate at any time with a period of notice not exceeding one month and a period of notice of no more than three months in case the agreement provides for regular, but less than once a month, delivery of daily or weekly newspapers and magazines.

7. A contract with a limited duration for the regular supply of daily or weekly newspapers and magazines by way of introduction (trial or introductory subscription) is not tacitly continued and ends automatically at the end of the trial or introductory period.

Duration

8. If a contract has a duration of more than one year, the consumer may terminate the contract at any time after one year with a notice period not exceeding one month. Unless the reasonableness and fairness oppose termination before the end of the agreed term.

Article 14 - Payment

1. Insofar as not otherwise agreed upon, the amounts owed by the consumer should be paid within 7 working days after the start of the reflection period as referred to in article 6 paragraph 1. In case of an agreement to provide a service, this period commences after the consumer has received the confirmation of the agreement.

2. The consumer has the duty to immediately report inaccuracies in payment details provided or mentioned to the entrepreneur.

3. In case of non-payment by the consumer, the entrepreneur has the right, subject to legal restrictions, to charge the reasonable costs communicated in advance to the consumer.

Article 15 - Complaints Procedure

1. The entrepreneur has a sufficiently publicized complaints procedure and handles complaints in accordance with this complaints procedure.

2. Complaints about the execution of the agreement must be submitted to the trader in a complete and clear manner after the consumer has discovered the defects.

3. Complaints submitted to the trader must be answered within 14 days of receipt. If a complaint requires a foreseeably longer processing time, the trader will respond within the 14-day period with an acknowledgement of receipt and an indication of when the consumer can expect a more detailed response.

4. If the complaint cannot be resolved amicably, a dispute arises that is subject to the dispute resolution procedure.

5. In case of a complaint, the consumer should first contact the trader. It is also possible to register complaints via the European ODR platform (<http://ec.europa.eu/odr>).

6. A complaint does not suspend the obligations of the trader, unless the trader states otherwise in writing.

7. If a complaint is found to be justified by the Company, the Company shall, at its option, either replace or repair the delivered products free of charge.

Article 16 - Disputes

1. Contracts between the entrepreneur and the consumer to which these general terms and conditions relate are exclusively governed by Dutch law. Also if the consumer lives abroad.
2. The Vienna Sales Convention does not apply.

Article 17 - Additional or different provisions

Additional provisions or provisions deviating from these general terms and conditions may not be to the detriment of consumer and must be recorded in writing or in such a way that they can be stored in an accessible manner by the consumer on a durable medium. can be stored by the consumer in an accessible manner on a durable data carrier.