

**General terms and conditions of sale – The Ocean Cleanup  
Projects B.V.  
(Europe)**

**These general terms and conditions of sale are applicable to: the European Union, the United Kingdom, Switzerland, Norway, Iceland, Andorra, Liechtenstein and Monaco.**

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Index:

Article 1 – Definitions

Article 2 – Applicability

Article 3 – The offer and formation of the Contract

Article 4 – Prices and payment

Article 5 – Obligations of the Customer

Article 6 – Delivery and execution

Article 7 – The Right of Withdrawal (Return Policy)

Article 8 – Exercise of the Right of Withdrawal by the Customer and the costs thereof

Article 9 – Obligations of The Ocean Cleanup Projects B.V. upon withdrawal

Article 10 – Conformity of the good(s), warranty and liability

Article 11 – Complaints and expiry period

Article 12 – Applicable law and jurisdiction

Article 13 – Invalidity of one or more provisions

Annex – Model Withdrawal Form

## Article 1 – Definitions

In these general terms and conditions of sale, the following definitions apply:

1. **Contract:** (i) all contracts between The Ocean Cleanup Projects B.V. and the Customer regarding the purchase of good(s) by the Customer from The Ocean Cleanup Projects B.V.; and (ii) any act legal or otherwise related to the foregoing; provided the contracts, legal acts or otherwise referred to in (i)-(ii) are executed through the Website;
2. **Customer:** any party who does not trade for purposes related to his commercial, business, craft or professional activity, to whom The Ocean Cleanup Projects B.V. supplies good(s);
3. **Donation:** a monetary amount gifted by the Customer through The Ocean Cleanup Projects B.V. to Stichting The Ocean Cleanup. Please note that separate terms and conditions apply to the Donation which can be found at <https://theoceancleanup.com/donate/donation-terms-and-conditions/>;
4. **Reflection Period:** the term of fourteen (14) days within which the Customer can make use of the Right of Withdrawal;
5. **Right of Withdrawal (Return Policy):** the ability of the Customer to terminate the Contract and return the purchased good(s) within the Reflection Period;
6. **Stichting The Ocean Cleanup:** a foundation (*stichting*) established under the laws of The Netherlands with its seat in Delft and registered office at Batavierenstraat 15, 4<sup>th</sup>-7<sup>th</sup> floor, 3014 JH, Rotterdam, The Netherlands, Chamber of Commerce number (KvK) 57262632, RSIN fiscal number (Dutch tax file number) NL8525.06.429B01;
7. **The Ocean Cleanup Projects B.V.:** a limited liability company established under the laws of The Netherlands with its seat in Delft and registered office at Batavierenstraat 15, 4<sup>th</sup>-7<sup>th</sup> floor, 3014 JH, Rotterdam, The Netherlands, Chamber of Commerce number (KvK) 67171699 0000, RSIN fiscal number (Dutch tax file number) NL8568.60.311B01, and/or its affiliated companies. The Ocean Cleanup Projects B.V. aims to produce and distribute consumer goods made (in part) out of recycled plastic from the oceans; and
8. **Website:** the website available at <https://products.theoceancleanup.com/>.

## Article 2 – Applicability

1. These general terms and conditions of sale shall apply to all offers and quotations of The Ocean Cleanup Projects B.V. and to the Contract.
2. The Ocean Cleanup Projects B.V. is entitled to amend these general terms and conditions of sale and shall inform the Customer thereof in writing. The Customer will be subject to the general terms and conditions of sale in force at the time that the Customer orders the good(s) from The Ocean Cleanup Projects B.V., unless any change to the general terms and conditions of sale is required to be made by law or government authority (in which case it may apply to orders previously placed by the Customer).
3. Before the Contract will be concluded, the text of these general terms and conditions of sale will be made available to the Customer. This will be done in such a way as to make it easy for the Customer to store and reproduce the text.

## Article 3 – The offer and formation of the Contract

1. Quotations and price offers will always be without obligation for The Ocean Cleanup Projects B.V.
2. If an offer is subject to conditions, this is explicitly stated in the offer.
3. The offer contains a complete and accurate description of the good(s) offered. The Customer will have to consent to the offer explicitly by placing an order. Apparent mistakes or manifest errors in the offer do not bind The Ocean Cleanup Projects B.V.
4. The Contract between The Ocean Cleanup Projects B.V. and the Customer is considered to be concluded when The Ocean Cleanup Projects B.V. has expressly accepted an order from the Customer in writing or has begun fulfilling that order.
5. The Ocean Cleanup Projects B.V. will confirm the acceptance of the order by sending a confirmation of the Contract in writing to the e-mail address provided without undue delay. As long

as the acceptance has not been confirmed by The Ocean Cleanup Projects B.V., the Customer may still terminate the Contract.

6. Within a reasonable time after the conclusion of the Contract, but at the latest at the moment of delivery of the good(s), The Ocean Cleanup Projects B.V. will provide the following information to the Customer, either in writing or in such a manner that the Customer may easily store this:
  - a. the main characteristics of the good(s);
  - b. the identity of The Ocean Cleanup Projects B.V., such as its trading name, and the geographical address at which The Ocean Cleanup Projects B.V. is established and/or its place of business, as well as the telephone number and e-mail address, where the Customer can address any complaints;
  - c. the total price of the good(s) including all taxes, as well as the costs of delivery to the extent applicable, and any other costs;
  - d. the arrangements for payment and delivery, the time by which The Ocean Cleanup Projects B.V. undertakes to deliver the good(s);
  - e. the conditions, time limit and procedures for exercising the Right of Withdrawal, including the fact that the Customer will have to bear the cost of returning the good(s) in case of withdrawal;
  - f. the model withdrawal form; and
  - g. information about a legal guarantee of conformity for the good(s), and about after-sale customer assistance, including The Ocean Cleanup Projects B.V.'s complaint handling policy.
7. The Customer has the possibility to create an account when purchasing the good(s). The Ocean Cleanup Projects B.V. retains the right to remove any inappropriate comments placed on the Website by the account holder. In case of returning the goods, the account will be deleted as specified in paragraph 5 of article 9. For any queries regarding our privacy policy please visit our website.

#### **Article 4 – Prices and payment**

1. Prices mentioned in the offer of good(s) include VAT and other governmental taxes and levies.
2. The payments owed by the Customer must be paid immediately when ordering the good(s).

#### **Article 5 – Obligations of the Customer**

1. The Customer has a duty to cooperate with The Ocean Cleanup Projects B.V. and to ensure the timely supply of any information, which is or may be necessary for the execution of the Contract.
2. The Customer is responsible for ensuring that any information supplied is accurate, complete and reliable (also if this information has been provided by or through another party). The Ocean Cleanup Projects B.V. may at all times legitimately rely on the information provided by the Customer.
3. The Customer is not allowed to resell the good(s) in a commercial setting. This will entail a breach of Contract.

#### **Article 6 – Delivery and execution**

1. The Ocean Cleanup Projects B.V. shall take reasonable care with regard to the receipt and execution of orders for good(s).
2. The Ocean Cleanup Projects B.V. bears all costs and custom duties related to the delivery of the good(s) to the Customer, unless explicitly agreed otherwise. All risks of damage and/or loss of good(s) also rest with The Ocean Cleanup Projects B.V. until the moment of delivery to the Customer or a third party other than the carrier, unless explicitly agreed otherwise.
3. The place of delivery is the address which the Customer has indicated to The Ocean Cleanup Projects B.V., located in a country that is accepted for delivery by The Ocean Cleanup Projects B.V.
4. The Ocean Cleanup Projects B.V. may make partial deliveries and issue partial invoices in connection with them.
5. Delivery terms and times quoted or agreed shall not be considered to be a final deadline.
6. The Ocean Cleanup Projects B.V. will carry out accepted orders within thirty (30) days, unless a

- different delivery time has been agreed upon with the Customer before the order is submitted.
7. If delivery is delayed, meaning that the delivery time of thirty (30) days has passed as specified in paragraph 6, or if an order cannot or can only partially be executed, the Customer will receive a notice of this at the latest within thirty (30) days after having placed the order. In such case, the Customer has the right to terminate the Contract at no costs.
  8. After termination in accordance with the previous paragraph, The Ocean Cleanup Projects B.V. will reimburse all payments made by the Customer in relation to the good(s) as specified in paragraphs 2 to 4 of article 9. The payments will be reimbursed without undue delay but within fourteen (14) days following the day on which the Customer notifies The Ocean Cleanup Projects B.V. of the termination, or in case of partial delivery, has supplied evidence of having returned the good(s), or The Ocean Cleanup Projects B.V. has received the returned good(s), whichever is the earliest.
  9. The Ocean Cleanup Projects B.V. is entitled to engage persons who are not associated with it for the purpose of executing the Contract.

### **Article 7 – The Right of Withdrawal (Return Policy)**

1. The Customer has the right to terminate the Contract and return the purchased good(s) within the Reflection Period.
2. The Reflection Period commences on the day on which the Customer, or a third party indicated by the Customer who is not the carrier, acquires physical possession of the good(s), or in the case of multiple goods ordered by the Customer in one order and delivered separately, the day on which the Customer or a third party indicated by the Customer who is not the carrier acquires physical possession of the last good.
3. During the Reflection Period, the Customer will carefully handle the good(s) and the packaging. The Customer will only unpack or use the good(s) to the extent necessary to determine the nature, characteristics and operation of the good(s).
4. The Customer is solely liable for impairment of the good(s) resulting from a way of handling the good(s) beyond that permitted in paragraph 3.

### **Article 8 – Exercise of the Right of Withdrawal by the Customer and the costs thereof**

1. If the Customer makes use of the Right of Withdrawal, the Customer will report this within the Reflection Period by submitting the model withdrawal form or through any other unequivocal statement in writing to [info@theoceancleanup.com](mailto:info@theoceancleanup.com). The Customer may choose the preferred mode of withdrawal.
2. As soon as possible, but within fourteen (14) days from the day following the notification referred to in paragraph 1, the Customer shall return the good(s), or hand it (them) over to (an authorized representative of) The Ocean Cleanup Projects B.V. This is not necessary if The Ocean Cleanup Projects B.V. has offered to retrieve the good(s) itself. In any case, the Customer has complied with the return period when the Customer returns the good(s) before the Reflection Period has expired.
3. The Customer shall return the good(s) with all delivered accessories in the original condition and packaging, and in accordance with the reasonable and clear instructions provided by The Ocean Cleanup Projects B.V.
4. The Customer carries the risk and burden of proof for the right and timely exercise of the Right of Withdrawal.
5. The Customer shall bear the direct costs of returning the good(s) including taxes, unless The Ocean Cleanup Projects B.V. has agreed to bear them.
6. Upon exercising the Right of Withdrawal, the Customer will receive full reimbursement of the purchase price of the good(s).

### **Article 9 – Obligations of The Ocean Cleanup Projects B.V. upon withdrawal**

1. In case of an electronic notification of withdrawal by the Customer, The Ocean Cleanup Projects B.V. shall send a confirmation of receipt within a reasonable time.

2. The Ocean Cleanup Projects B.V. shall reimburse all payments including taxes made by the Customer to The Ocean Cleanup Projects B.V. in relation to the good(s). The reimbursement includes any delivery costs charged by The Ocean Cleanup Projects B.V. for the returned good(s), but the Customer shall bear the costs of returning the good(s), as specified in paragraph 5 of article 8.
3. The Ocean Cleanup Projects B.V. will make the appropriate reimbursements in accordance with paragraph 2 within fourteen (14) days following the day on which the Customer has supplied evidence of having returned the good(s), or The Ocean Cleanup Projects B.V. has received the returned good(s), whichever is the earliest.
4. The Ocean Cleanup Projects B.V. will use the same method of payment as used by the Customer, unless the Customer agrees to a different method of payment. The Customer will not bear any costs for the reimbursement.
5. Upon having received the returned good(s), The Ocean Cleanup Projects B.V. will delete the account created by the Customer when concluding the Contract, as specified in paragraph 7 of article 3.

### **Article 10 – Conformity of the good(s), warranty and liability**

1. The Ocean Cleanup Projects B.V. guarantees that the good(s) will be in conformity with the Contract. This entails the specifications as mentioned in the offer, the reasonable expectations in terms of reliability and/or usability, and the statutory requirements.
2. The Customer has a warranty as set out in paragraph 1 of two (2) years for the good(s) as from the day on which the Customer, or a third party indicated by the Customer who is not the carrier, acquires physical possession of the good(s). In case of a lack of conformity with the Contract and after the Customer lodged a well-founded complaint as specified in article 11, the Customer has a right to the remedies as specified in paragraph 6 of article 11. The warranty does not cover any damage to the good(s) resulting from normal wear and tear, scratches on lenses or frame or slight discoloration. Any alterations to the product (such as inserting prescription lenses) will void warranty coverage.
3. All legal claims of the Customer against The Ocean Cleanup Projects B.V. regarding conformity of the good(s) shall be subject to a limitation period of two (2) years, to be counted from the date the Customer lodged a complaint as referred to in article 11.
4. The Ocean Cleanup Projects B.V. is not liable for any indirect, additional or consequential damage, of any kind whatsoever, that the Customer sustains in connection with the Contract. Under no circumstances will any direct damage, for which The Ocean Cleanup Projects B.V. is legally liable towards the Customer, exceed the purchase price. The foregoing limitations do not affect any liability which cannot be excluded or limited under applicable law.

### **Article 11 – Complaints and expiry period**

1. The Customer shall inspect the good(s) immediately after delivery and shall notify The Ocean Cleanup Projects B.V. of any damage to the good(s) within 24 hours after delivery.
2. Complaints about the performance of the Contract must be submitted fully and clearly in writing to The Ocean Cleanup Projects B.V. within a reasonable time after the Customer has identified that the delivery of the good(s) does not conform to the Contract, as specified in paragraph 1 of article 10.
3. If the Customer has any complaints about good(s) provided via the Website, the Customer can contact The Ocean Cleanup Projects B.V. at [info@theoceancleanup.com](mailto:info@theoceancleanup.com). If The Ocean Cleanup Projects B.V. is unable to resolve the Customer's complaint, the Customer has the right to refer the dispute to the European Union Online Dispute Resolution platform at <http://ec.europa.eu/odr>. If the Customer decides to use this platform, the following e-mail address of The Ocean Cleanup Projects B.V. should be used: [info@theoceancleanup.com](mailto:info@theoceancleanup.com).
4. The Customer shall include a clear and accurate description of the complaint.
5. Complaints submitted to The Ocean Cleanup Projects B.V. shall be answered within thirty (30) days. If a complaint requires a foreseeable longer processing time, The Ocean Cleanup Projects B.V. will reply within a reasonable time with a notice of receipt and an indication when the Customer

can expect a more comprehensive response.

6. If The Ocean Cleanup Projects B.V. considers a complaint to be well-founded, it will, at its option, either repair or replace the delivered good(s) free of charge, and bear the necessary costs of repair and replacement, particularly the costs of postage, labor and materials, including taxes. In case replacement or repair is impossible or undesirable, the Customer may require an appropriate reduction of the price or have the Contract terminated.

#### **Article 12 – Applicable law and jurisdiction**

1. The legal relationship between The Ocean Cleanup Projects B.V. and the Customer is governed exclusively by Dutch law, to the exclusion of the 1980 United Nations Convention on Contracts for the International Sale of Goods.
2. Except when this is not allowed, and without limiting any legal rights for Customers, any dispute between The Ocean Cleanup Projects B.V. and the Customer shall be settled by a competent court in the Netherlands.

#### **Article 13 – Invalidity of one or more provisions**

1. The invalidity of any provision of the Contract and/or of these general terms and conditions of sale shall not affect the validity of the other provisions of the Contract and/or of these general terms and conditions of sale.
2. If and to the extent that any provision of the Contract and/or these general terms and conditions of sale is invalid, or is unacceptable in the given circumstances according to the criteria of reasonableness and fairness, a provision shall apply between the parties, which is acceptable considering all the circumstances.

**Model Withdrawal Form**

(Complete and return this form only if you wish to withdraw from the contract)

To: The Ocean Cleanup Projects B.V.  
Batavierenstraat 15, 4<sup>th</sup>-7<sup>th</sup> floor  
3014 JH Rotterdam  
The Netherlands  
E-mail: [info@theoceancleanup.com](mailto:info@theoceancleanup.com)

I hereby give notice that I withdraw from my contract of sale of the following good(s):

Date of withdrawal:

Contribution/order number:

Email:

Ordered on (date):

Received on (date):

Name of customer (first and last name):

Address of customer:

Signature of customer: (Signature only needed if the form is printed and sent as a letter)