

If TIMI is unable to deliver the products within the agreed term, it will notify the Client accordingly. In that case the Client can decide either to agree to a new delivery date or to dissolve the Agreement without incurring any costs.

TIMI advises the Client to inspect the products upon delivery and to report any defects within an appropriate period, preferably in writing or by email. For further details, see the article about guarantee and conformity.

The risks associated with the products will transfer to the Client as soon as the products are delivered at the agreed delivery address.

If the ordered product can no longer be supplied, TIMI is entitled to deliver a product which is comparable in nature and quality to the ordered product. In that case, the Client will have the right to dissolve the Agreement without incurring any costs and to return the product free of charge.

### **RIGHT OF WITHDRAWAL/RETURN**

The Client will have the right to dissolve the distance Agreement with TIMI within 14 calendar days after receiving the product, free of charge and without stating reasons. Only the direct costs incurred for the return shipment are for the Client's account. This means that the Client will have to pay the costs of returning the product. Any shipping costs paid by the Client and the purchase price paid for the product will be refunded to the Client if the entire order is returned.

During the withdrawal period referred to in paragraph 1 above, the Client will treat the product and its packaging with the utmost care. The Client may not open the packaging or use the product unless this is necessary in order to determine the nature of the products, their features and their operation. Specifically for Clients acting in their professional or commercial capacity, products may only be returned unused in their unopened packaging.

The Client can dissolve the Agreement in accordance with paragraph 1 of this article by returning the product to TIMI within the term stated in paragraph 1, or by informing TIMI within this same term about the fact that it has decided not to purchase the product and returning the product as soon as possible. Products can be returned to the following address: TIMI, Oostzaanstraat 48 1013 WN Amsterdam.

Any amounts already paid by the Client (in advance) will be refunded to the Client as soon as possible, and in any case within 30 days after dissolution of the Agreement.

Information about the applicability or non-applicability of a right of withdrawal and any required procedure will be posted clearly on the Website, well before the Agreement is concluded.

The right of withdrawal does not apply to:

- Products that TIMI has created in accordance with the consumer's specifications;
- Products that are clearly of a personal nature;
- Products whose nature makes it impossible for them to be returned;

### **PAYMENT**

The Client shall pay the amounts due to TIMI in accordance with the ordering procedure and any payment methods indicated on the Website. TIMI is free to offer any payment method of its choice and may change these methods at any time.

### **WARRANTIES AND CONFORMITY**

This article only applies if the Client is not acting in a professional or commercial capacity. If, notwithstanding the latter provision, TIMI provides a separate guarantee on the products, this applies to all