



## SKIM WELLNESS

### General conditions Skim Wellness BV

#### General Terms and Conditions Skim Wellness BV

Registered office in ROTTERDAM

Office-based in Rotterdam at Henk Speksnijderstraat 8, 3067 AC

: info@skimwellness.nl

☎: 010 316 1054

Chamber of Commerce registration number: 73240893 859416987

VAT number: 859416987 B01

#### Definition provisions

- a. Contract agreement: an agreement whereby the contractor agrees with the client undertakes, outside employment, to perform non-material activities to provide services at a cash price to be paid by the client;
  - b. Contractor: also Skim Wellness, the person who enters into an agreement with the client to, without employment, activities of a non-material nature at an agreed price to be carried out;
  - c. Client: also consumer, any natural person who does not act in the exercise of a profession or company that issues an assignment to Skim Wellness;
  - d. Professional client: a company / company that issues an assignment to Skim Wellness;
  - e. Purchase agreement: an agreement whereby the seller undertakes to give a case and the buyer undertakes to pay a cash price for this;
  - f. Seller: also Skim Wellness, the person who enters into an agreement with the buyer with regard to to buy business;
  - g. Buyer: also a consumer, the person who has an agreement to purchase goods with Skim Wellness enter into or wants to enter into;
  - h. Professional buyer: the person who acts in the exercise of a profession or business;
  - i. Cooling-off period: the period within which the consumer can make use of his right of dissolution (right of withdrawal);
  - j. Right of dissolution (right of withdrawal): the possibility for the consumer to change within the cooling-off period abandon the distance agreement;
  - k. Distance agreement: the agreement between Skim Wellness and the consumer is concluded in the context of an organized system for distance sales or services without simultaneous personal presence of Skim Wellness and consumer and where, up to and including moment of concluding the agreement, use is made exclusively of one or more means for remote communication;
  - l. Health & beauty: beauty treatments, health treatments, massages, manicure, pedicures and services in the broadest sense of the word and the sale of products and items on this area.
  - m. Intense Pulse Light: IPL / OPT can be used to treat skin conditions in a method which is comparable to laser treatments. Different parts in the skin absorb light from different wavelengths. The absorbed light is converted into heat, which leads to tissue damage and necrosis. The most important absorption occurs through melanin (pigment) and hemoglobin (blood, so barrels). Carefully choosing the wavelength, pulse duration and intensity of the light makes it possible to choose relatively specifically one or the other will be treated: the theory of specific photothermolysis. Laser light is light of 1 wavelength that moves in phase. IPL / OPT is just (unordered) light of several wavelengths. The spectrum can be partially adjusted using filters. IPL / OPT is therefore more flexible than lasers. IPL / OPT can be used for the treatment of small vessels (telangiectasia) such as with rosacea or hypertrophic scar, hyperpigmentation and definitive hair removal.
  - n. Matters: all wellness areas to be used by Skim Wellness for the execution of the services health & beauty producers and resources, as well as the services provided to the products and resources to be supplied to the consumer and products, resources and others to be sold separately Affairs.
  - o. Packages: all IPL / OPT, DERMEO and MSP treatments offered by Skim Wellness.
-

### **Article 1: Applicability**

1. These general terms and conditions apply to the creation, content and performance of all between client / buyer including the consumer and the professional client / buyer and Skim Wellness BV concluded agreements, such as in the field of "Wellness", "Health & Beauty" and "Intense Pulse Light (IPL / OPT)". The applicability of any general terms and conditions of the Professional client / buyer is explicitly rejected. In case of contradictions explicitly prevail the general terms and conditions of Skim Wellness.
2. The client, the buyer or the client will further be referred to as "the consumer".
3. Before or at the conclusion of the agreement, a copy of the general terms and conditions will be sent to the consumer or professional client / buyer. If this is not reasonable possible, before or at the conclusion of the agreement, it will be announced that and where the general terms and conditions are available for inspection and that if so desired at the request of the consumer or Professional client / buyer will be sent free of charge. The terms and conditions can also be viewed, downloaded and stored on the Skim Wellness website.
4. The special rules regarding the distance contract apply when the agreement is concluded without simultaneous personal presence of Skim Wellness and consumer and where only one or more means of communication have been used remotely, such as an agreement concluded via the internet, telephone, fax and mail.
5. The special rules regarding the distance agreement do not apply to the professional client / buyer.
6. If the distance contract is concluded electronically, then in derogation from paragraph 3 and before the distance contract is concluded, the text of the general terms and conditions made available to the consumer electronically in such a way that it is the consumer can easily be stored on a durable data carrier, so that it can remain accessible for later access. If this is not reasonably possible before the remote agreement is concluded, it will be indicated where of the general terms and conditions can be accessed electronically and that they are available upon request from the consumer will be sent free of charge electronically or otherwise.
7. If Skim Wellness has an agreement with the consumer or professional client / buyer concluded where the applicability of these general terms and conditions has been agreed, then these are terms and conditions also apply to any consumer or professional client / buyer further parts orally, by telephone, by fax or by other means follow-up orders.
8. Deviations from these general terms and conditions are only valid if and insofar as both parties expressly agreed in writing in the quotation or agreement.
9. In these general terms and conditions, written also means: by e-mail, per fax or any other means of communication that are in view of the state of the art and the views of society can be equated with this.
10. A (part of a) provision of these general terms and conditions may not be applicable does not affect the applicability of the other provisions.
11. Insofar as the General Terms and Conditions have once been declared legally applicable to a agreement, the most recent version of the General Terms and Conditions is deemed to be at all following agreements between the same parties apply, unless different in writing General Terms and Conditions have been agreed.
12. In the event of a discrepancy or conflict between these terms and conditions and a translated version thereof, the Dutch text applies.

### **Article 2: Offer (offer), prices and rates**

1. Subject to urgent circumstances, the offer (the quotation) is made in writing.
  2. Every offer from Skim Wellness is valid during the period specified therein. The offer still expires after the expiry of the period, if the consumer and / or the professional client / buyer has not confirmed the offer within that set period.
  3. If an offer is without obligation, Skim Wellness has the right to immediately follow the offer adjust the acceptance or the right to the offer without delay, but in any case no later than revoke within two days of receiving the acceptance.
  4. If an offer is made on condition, this will be explicitly stated in the offer.
  5. The prices and rates stated in an offer, price or rate list include VAT and any costs, such as administration costs and declarations of third parties involved.
-

6. The offer, prices and rates do not automatically apply to new assignments.
7. Drawings, designs, sketches, images and calculations made by Skim Wellness or in her made on behalf of the customer remain the property of Skim Wellness. They may not be handed over to third parties be presented or shown for the purpose of obtaining a comparable offer. They are allowed be copied, disclosed or otherwise multiplied. If none assignment is granted, these documents with the complete offer must be submitted within fourteen (14) days after being requested to do so by Skim Wellness forwarded.
8. The offer contains a complete and accurate description of the products offered and / or services. The description is sufficiently detailed to allow a proper assessment of the offer to enable the consumer. If Skim Wellness uses images, then these are a true representation of the products and / or services offered.
9. All images, specifications, data and information in the offer and other descriptions in the brochures, promotional material and / or on the Skim Wellness website are only indications and can not give rise to compensation or termination of the agreement.
10. Obvious mistakes or errors in the offer do not bind Skim Wellness.
11. Purchased packages are personal. The packages cannot be exchanged. It is not possible to transfer the package to a third person. After purchasing the packages it is not possible to get a refund or part of it. If Skim Wellness withdraws from the conclusion or execution of the agreement, the consumer of Skim Wellness may compensation equivalent to the amount paid by the consumer.
12. Purchases via Groupon, Socialdeal, Nudeal or AmigoAmigo are personal. The coupon is not exchangeable for cash.

### **Article 3: Conclusion of agreements**

1. The agreement is established after explicit acceptance of the offer by the consumer or professional client / buyer, in particular by a written letter order confirmation or by the implementation of the Skim agreement in any way Wellness, even if this acceptance deviates on minor points from this offer. When the acceptance of the consumer or the professional client / buyer, however, on material points, the agreement will only come into effect if Skim Wellness expressly submits in writing has agreed to these deviations.
  2. Skim Wellness is only bound by oral agreements after they have been notified in writing to the consumer or professional client / buyer has confirmed or as soon as Skim Wellness - without objection from the consumer or the professional client / buyer - with the implementation of these agreements has begun.
  3. If the consumer or the professional client / buyer has the offer on an electronic accepted, Skim Wellness will confirm receipt of the acceptance of the offer. As long as the receipt of an electronically accepted order is not confirmed by Skim Wellness, the consumer or the professional client / buyer has the possibility to cancel the order / purchase.
  4. If the agreement is concluded electronically, Skim Wellness will find appropriate technological and organizational measures to secure the electronic transfer and it ensures a secure web environment. If electronic payment is possible, Skim Wellness will take appropriate security measures.
  5. Skim Wellness will provide the consumer or the professional with regard to the electronic agreement client / buyer the following information, in writing or in such a way that it is in a accessible way can be stored on a durable data carrier, send:
    - a. the visiting address of the Skim Wellness location where the consumer or the professional client / buyer can go with complaints;
    - b. the information about existing service and guarantees;
    - c. the offer (the offer), unless Skim Wellness already provides this information to the consumer or the has provided a professional client / buyer before the performance of the agreement;
    - d. the requirements for canceling the agreement if the agreement has a duration of more than one year or indefinite.
-

6. If Skim Wellness has committed itself to delivering a series of products or services, the provision in the previous paragraph applies only to the first delivery.
7. In the case of an agreement with the consumer or the professional client / buyer, Skim is Wellness entitled before proceeding to delivery or continuing the agreement sufficient security for the fulfilment of the (payment) obligation of the consumer then to claim the professional client / buyer.
8. If changes, in the original order at the request of the consumer or the professional client / buyer, which cause higher costs than those which are provided in the offer and / or in the order confirmation, the costs thereof will be charged to the the consumer or the professional client / buyer will be charged extra. Amendments as referred to here, may furthermore result in the agreed delivery period or processing time is exceeded. Skim Wellness is not liable for this.
9. If the consumer or the professional client without prior offer makes a booking or a reservation to Skim Wellness, Skim Wellness is first on this booking or reservation bound after it has been sent in writing to the consumer or the professional client has confirmed.
10. Additions to or changes to the general terms and conditions or the agreement are binding on Skim Wellness only after they have been confirmed in writing to the consumer.
11. Skim Wellness can at all times, while simultaneously giving the reason for closing refuse an agreement for granting / providing Wellness and / or beauty.
12. If the consumer has purchased a package and during the period of validity of the card dies, the (remaining) credit registered on the package expires. The heirs of in that case the consumer cannot claim any refund. Skim Wellness is not to offer any (financial) compensation to the heirs of the consumer.

#### **Article 4: Agreement or waiver**

##### **A - The right of dissolution (right of withdrawal)**

1. If a distance contract has been concluded, the consumer has fourteen (14) days the right to terminate the agreement without giving reasons. Skim Wellness may be the ask the consumer for the reason for withdrawal, but cannot oblige the consumer to do so. The dissolution period of consumer purchase starts on the day the consumer or a consumer by the consumer designated third party has received the item or;
    - 1 ° if the consumer has ordered several products in the same order that become separate delivered: the day on which the consumer or a third party designated by the consumer, who is not the carrier, has received the last item;
    - 2 ° if the delivery of a product consists of different shipments or parts: the day on which the consumer or a third party designated by the consumer, who is not the carrier, the latter received the shipment or the last part;
    - 3 ° with agreements that extend to the regular delivery of products during a specified period: the day on which the consumer or a third party designated by the consumer, which is not the carrier, has received the first case.In the case of an agreement to provide services, the termination period starts on the day on which the agreement is concluded.
  2. The period of fourteen days referred to in paragraph 1 of this article is extended by the time that is elapsed from the time referred to in the first paragraph of this article, until the time when all missing information is still provided to the consumer in the prescribed manner, but with a maximum of twelve months, if Skim Wellness does not meet the requirements of article 6: 230n paragraph 1, part h, BW requirements.
  3. The consumer exercises the right referred to in paragraph 1 of this article through the completed model form for dissolution or to make another unequivocal statement to that effect Skim Wellness.
  4. If the consumer submits an electronic statement via the Skim Wellness website , Skim Wellness immediately confirms receipt of a durable data carrier the explanation.
  5. If the consumer has not indicated that he has made use of the period referred to in paragraphs 1 and 3, use want to make use of his right of dissolution resp. has not returned the product to Skim Wellness, the distance agreement is a fact.
-

**B - Obligations of the consumer during the cooling-off period**

1. During the dissolution time, the consumer will handle the product and the packaging with care. He will only unpack or use the product to the extent necessary to be able to assess whether he wishes to keep the product the consumer has the right to dissolve only if the products in question are complete, undamaged and unused. If he is from makes use of his right of termination, he will provide the product with all accessories supplied and - if reasonably possible - return to the seller in its original condition and packaging, in accordance the reasonable and clear instructions provided by Skim Wellness.
2. The consumer is liable for the depreciation of a product, if the treatment of a product has gone beyond what is necessary because of its nature, characteristics and operation to establish.
3. The consumer is not liable for value reduction of a product, if Skim Wellness did not provide him with the mandatory information about it before or at the conclusion of the distance agreement has provided the right of dissolution.

**C - Exercise of the right of dissolution (right of withdrawal) and the costs thereof**

1. If the consumer invokes the dissolution, he must report this within the cooling-off period as laid down in paragraph 1 from Article 4, part A, using the model form for withdrawal or other unambiguous way to Skim Wellness.
2. Within fourteen (14) days from the day following the notification referred to in paragraph 1, the consumer returns the product received by him or hands it to Skim Wellness or to one person authorized by the seller to receive the products. Skim Wellness can offer the consumer to collect the product himself.
3. The consumer must provide the product with all accessories supplied and - if reasonably possible - return to Skim Wellness in its original condition and packaging, in accordance with the instructions provided by Skim Wellness provided reasonable and clear instructions.
4. The burden of proof for the correct and timely application of the right of withdrawal rests on the consumer.
5. The direct costs of return shipment will be borne by the consumer, unless:
  - 1 ° Skim Wellness has not stated that the consumer must bear these costs; or
  - 2 ° Skim Wellness indicates that it will bear the costs for the return shipment itself.
6. The consumer bears the costs for the performance of the services if the consumer expressly has requested that the service be started during the termination period. If the consumer still decides to exercise the right of dissolution, after the consumer explicitly has requested the execution of the services during the dissolution period, then the consumer Skim Wellness owes an amount that is proportional to that part of the commitment that goes through Skim Wellness was fulfilled at the time of cancellation.
7. The consumer does not bear any costs for the performance of the services if Skim Wellness; a) the consumer the legally required information regarding the right of dissolution, the cost reimbursement when exercising the right of dissolution or did not provide the model form; or b) the the consumer did not explicitly request the performance of the services during the cooling-off period.
8. If the consumer invokes the cancellation, all additional agreements will also be dissolved.

**D - Obligations of Skim Wellness Int in the right of cancellation (revocation)**

1. If Skim Wellness enables dissolution by the consumer electronically, it will send after the cancellation immediately receives a confirmation of receipt.
  2. If the consumer invokes the dissolution, the direct costs will be at most return shipping cost.
  3. Skim Wellness is not obliged to return the additional costs for dissolution to the consumer payment, if the consumer explicitly for a way other than offered by Skim Wellness has chosen the least expensive method of standard delivery.
  4. If the consumer has paid an amount, Skim Wellness will include this amount delivery costs, as soon as possible, but no later than fourteen (14) days after the day of refund the receipt of the declaration of termination to the consumer. Skim Wellness may wait until he has received the product, except if Skim Wellness receives the product pick it up yourself or the consumer can prove that he has returned the product.
-

1. Skim Wellness uses the same payment method as the consumer used for reimbursement, unless agreed otherwise between parties. The reimbursement is free of charge to the consumer.

**E - Exclusion right of dissolution (right of withdrawal)**

1. Skim Wellness can exclude the following services and products from the right of withdrawal, as long as Skim Wellness clearly states at the offer, at least in time for the conclusion of the agreement distance stated:

1 ° service contracts, after full performance of the service, but only if: a) the performance started with the consumer's explicit prior consent; and (b) the consumer has stated that he loses his right of termination as soon as Skim Wellness is the agreement fulfilled;

2 ° a consumer purchase concerning the delivery of according to the consumer's specifications manufactured products which are not prefabricated and which are manufactured on the basis of the consumer's individual choice or decision, or which is clearly intended for a specific person to be;

3 ° a consumer purchase concerning the delivery of products that spoil quickly or that are limited have shelf life;

4 ° a consumer purchase concerning the delivery of products that are not suitable for becoming returned for reasons of health protection or hygiene and of which the seal after the delivery has been broken;

5 ° a consumer purchase concerning the delivery of products that are delivered after their nature be irrevocably mixed with other matters.

**Article 5: Price changes**

1. If between the date of conclusion of the agreement and its implementation for Skim Wellness (cost) price-increasing circumstances occur as a result of changes in among other things currency fluctuations or changes in the prices of the required materials and / or raw materials, then Skim Wellness is entitled to the agreed prices and rates accordingly and to the professional client / buyer or the consumer to charge.

2. The consumer has the right to terminate the agreement within three months after the conclusion of the agreement, the price as mentioned in paragraph 1 of this article is increased. The professional client / buyer has the right to dissolve the agreement as within three months after the conclusion of the agreement, the agreed price is increased by more than 30%.

3. If the consumer or the professional client / buyer within fourteen (14) days after notification of the price change has not made use of its authority to dissolve these are deemed to have agreed with the price increase.

4. In derogation from paragraphs 2 and 3 of this article, price increases become effective after the conclusion of the agreement

charged as standard on the agreed price, if the price increase is the result of legal regulations and provisions. This could include a VAT increase.

These legal increases do not constitute a reason for cancelling the agreement.

**Article 6: Involvement of third parties**

1. If a proper implementation of the agreement requires this, according to Skim Wellness they have the right to have certain deliveries and activities carried out by third parties. Then Skim Wellness is authorized to pass on the costs thereof in the price.

2. Skim Wellness does not accept any responsibility for by or documents worked out on behalf of the third party, or for any information provided herein.

**Article 7: Obligations of the consumer or the professional**

client / buyer

1. The consumer or the professional client / buyer and his possible guests are obliged to behave in accordance with the Skim Wellness provided or in another way Skim Wellness house rules made known. Skim Wellness can, among other things, set requirements with regard to the appearance, behaviour and personal hygiene of the consumer or the consumer professional client / buyer and his possible guests. The consumer or the professional the client / buyer and his guests serve in the event of a violation of the house rules or in the case of other undesirable conduct at the first request of Skim Wellness to leave the premises and / or grounds of Skim Wellness.

---

2. The consumer or the professional client / buyer must ensure that he;
  - a) all data and information required for the conclusion and / or execution of the agreement, makes available to Skim Wellness in a timely manner in the manner desired by Skim Wellness and b) that he all necessary cooperation with Skim for the conclusion and / or execution of the agreement Wellness.
3. The consumer or the professional client / buyer ensures that the door  
The data and information provided to him are correct and complete and indemnifies Skim Wellness from this claims from third parties arising from incorrect and / or incomplete data and information.
4. If the consumer or the professional client / buyer fails to comply with this obligations referred to in Article are met, Skim Wellness will be the consumer or the consumer point out to the professional client / buyer the shortcoming and offer the opportunity to comply. In the event that if the consumer or professional client / buyer still fails to perform, then Skim can Wellness dissolve the agreement in writing.
5. If the consumer or the professional client / buyer does not fulfil his obligations and Skim Wellness neglects from the consumer or the professional client / buyer to demand fulfilment, this affects Skim Wellness's right to fulfil its obligations at a later date not to desire.

#### **Article 8: Execution of the agreement**

1. The agreed date or dates on which the performance (s) must or must be delivered will or will be strictly adhered to by Skim Wellness - except in cases of force majeure.
2. Skim Wellness is obliged to make available or deliver the agreed items in the agreed quantities and of the quality and capacity as agreed, unless there is force majeure on the part of Skim Wellness.
3. If the agreed delivery or service is delayed by actions performed on the part of the consumer or the professional client / buyer, then Skim Wellness is entitled to such an extension of the execution or delivery periods as reasonably arises from those circumstances and may add to the associated costs and any damage charge the consumer or the professional client / buyer.
4. Skim Wellness ensures that the number of employees to be deployed is tailored to it number of guests that will be present at the time of execution of the agreement and that this staff members have sufficient skills and knowledge to perform the contract feed.
5. Skim Wellness is deemed to be familiar with the implementation of the agreement relevant legal regulations and government decisions, insofar as these are on the day of the quotation. The costs associated with compliance with these regulations and decisions are for the account of Skim Wellness.
6. If during the execution of the agreement it appears that it is due to unforeseen circumstances circumstances cannot be performed in the agreed manner, Skim Wellness will the consumer or the professional client / buyer consult about changes to the agreement. Skim Wellness will be the consumer or the professional client / buyer thereby inform about the consequences of the change for the agreed prices, rates and the agreed deadlines. If the implementation of the agreement as a result has become impossible, Skim Wellness is in any case entitled to full reimbursement of the already performance and / or items delivered by it.
7. All expenses incurred by Skim Wellness in the context of the implementation of the agreement be made at the request of the consumer or the professional client / buyer are entirely for the account of the latter, unless the parties expressly state otherwise in writing agreed.

#### **Article 9: Packages (IPL / OPT, DERMEO, MSP)**

1. To be able to purchase a package, the consumer or the professional needs to client / buyer to be legally competent. The consumer or the professional client / buyer must provide his or her name and address and / or company details. This person and / or company data is processed electronically, it may therefore contain inaccuracies.
  2. Skim Wellness does not check the correctness of the data entered. The the consumer or the professional client / buyer is responsible for correctness entering the data.
-

3. The package can be used at any Skim Wellness location.
4. The package cannot be exchanged for cash.
5. If the consumer or the professional client / buyer the package after the first terminates the treatment, the consumer or the professional client is not entitled to return of money or settlement thereof. If Skim Wellness occurs after the first treatment withdraws from the execution of the agreement, the consumer of Skim Wellness may demand compensation, which is equivalent to the amount paid by the consumer.
6. The package is personal and cannot be transferred to a third party.
7. After choosing a zone, it cannot be changed afterwards.
8. In the event that there are serious reasons for the treatments being blocked, Skim Wellness can cease treatment and cancel the agreement in accordance with Article 16.

#### **Article 10: Complaints**

1. The consumer or the professional client / buyer is obliged to complain about the delivered performance or the delivered goods immediately after observation in writing under a clear description of the defects found and the time and manner in which the defect is found, failing which complaints no longer have to be processed by reporting Skim Wellness to Skim Wellness, so that Skim Wellness is enabled to receive the to resolve complaints.
2. Complaints about invoices must also be made explicitly in writing to Skim Wellness submitted within eight (8) days of the invoice date.
3. Complaints with regard to perishable or restricted items shelf life must be immediately after discovery - but at the latest within the applicable shelf life - be notified to Skim Wellness, followed by written confirmation of this. All consequences of not immediately reporting are at the risk of the professional client / buyer.
4. Other complaints regarding the implementation of the agreement must also immediately after discovery - but no later than fourteen (14) days after delivery of the goods or the reported to Skim Wellness in writing.
5. With regard to the consumer, Skim Wellness uses the following in paragraphs 1, 3 and 4 of this article statutory complaint period of 2 months.
6. If a complaint is not submitted to Skim within the periods stated in the preceding paragraphs Wellness has been reported, the items are deemed to have been received in good condition, the performance will be deemed to conform to the agreement and the invoice is deemed to have been approved. If then any complaints will no longer be taken into consideration by Skim Wellness.
7. Complaints suspend the payment obligation of the consumer or the professional client / buyer not on.
8. The consumer must enable Skim Wellness to investigate the complaint and this provide all information relevant to the complaint to Skim Wellness.
9. No complaints are possible about imperfections in or characteristics of things that are made from natural materials, if these imperfections or properties are inherent to the nature of these materials.
10. No complaints are possible regarding odours, colour, taste or other differences then not as a result of a changed recipe or method of preparation of the goods.
11. If a complaint is justified by Skim Wellness, Skim Wellness has - at its own discretion - the right to either deliver the goods in question again and / or to perform the services again to perform, or to repay the purchase price received, with the items in question in the as received by the consumer or the professional client / buyer (including the identified and reported defects or damage and / or inaccuracies) be returned.  
Skim Wellness is not liable for any damage resulting from a change to what was agreed. Nor is Skim Wellness liable for any additional damage, which results from delay or impossibility of replacement delivery.





### **Article 11: Guarantees**

1. Skim Wellness will ensure that the performance and / or items to be delivered are satisfactory and delivered in accordance with the standards applicable in its sector.
2. With regard to the agreement with the consumer or the professional client / buyer will observe Skim Wellness the legally established guarantee periods, unless the parties have explicitly agreed otherwise in writing.
3. Skim Wellness stands during the shelf life or during the agreed period guarantee period for the usual normal quality and reliability of the delivered goods.
4. Bases when using the items required for the implementation of the agreement Skim Wellness relies on the information provided by the manufacturer or supplier of these items about the properties thereof. If a warranty is provided for the delivered goods by the manufacturer or supplier has been issued, that guarantee shall apply equally between the parties. Skim Wellness will be the consumer or inform the professional client / buyer about this.
5. In the event that the consumer or the professional client / buyer is entitled to a invoking the warranty provisions, Skim Wellness will - insofar as this is still possible - ensure free of charge replacement of the delivered goods or still delivering the agreed performance or for repayment of or a reduction on the agreed price. All this at the discretion of Skim Wellness. If there is additional damage, this applies the provisions of the liability article included in these general terms and conditions.

### **Article 12: Liability**

1. In addition to the guarantees explicitly agreed upon or provided by Skim Wellness Skim Wellness accepts the results or quality requirements for the professional client / buyer no liability whatsoever. With regard to the consumer, Skim Wellness is liable limited to what is further specified in this article.
  2. Without prejudice to the provisions of the previous paragraph of this article, Skim Wellness is only liable for direct damage. Skim Wellness is not liable for indirect damage, including that includes: lost profit and / or suffered loss, business damage, loss due to business interruption and other consequential or indirect damage that is the result of non-compliance, late delivery or improper use perform from Skim Wellness.
  3. The consumer or the professional client / buyer must take all these measures necessary to prevent or limit the damage.
  4. The professional client / buyer is at all times jointly and severally liable for all by him or damage caused by another for whom he has concluded the agreement and indemnifies Skim Wellness for all claims that (may) arise from this.
  5. If Skim Wellness is liable for by the consumer or professional client / buyer suffered damage, the obligation to pay compensation of Skim Wellness is at all times limited to a maximum of the amount that will be charged by its insurer in the appropriate case paid out. In case the insurer of Skim Wellness does not pay or the damage is not covered by a Skim Wellness is covered by insurance, the obligation of compensation of Skim Wellness is limited to maximum the invoice amount for the delivered goods or the delivered performance.
  6. The professional client / buyer must contact Skim Wellness no later than 6 months after he has become known or could have been aware of the damage suffered by him for this to address.
  7. Contrary to the previous paragraph, a period of 1 year applies to the consumer.
  8. Skim Wellness is not liable for damage, if the damage has occurred a) as a result unusual (allergic) reactions related to the services used in the service or delivered goods or the consumption of food prepared or served by Skim Wellness; b) as a result of loss, loss, theft etc. of or to other consumer property the professional client / buyer and / or his guests; c) by improper use or use contrary to the destination of the delivered or use contrary to by or on behalf of Skim Wellness instructions and instructions provided; (d) errors or omissions in the information provided by or on behalf of the consumer or professional client / buyer data or data provided to Skim Wellness information and e) as a direct or indirect consequence of non-performance (attributable shortcoming) and / or unlawful act - including violation of house rules - committed by the consumer or the professional client / buyer and / or his guests.
-

9. The consumer or the professional client / buyer is in the cases listed in the previous paragraph of this article itself liable for all resulting damage and indemnifies Skim Wellness for all claims from third parties for compensation for this damage.

10. The limitations of liability included in this article do not apply if the damage is due to intent and / or deliberate recklessness on the part of Skim Wellness or its manager staff at management level or if mandatory legal provisions oppose this resist. Only in these cases will Skim Wellness be the professional client / buyer safeguard against any claims from third parties against the professional client / buyer.

**Article 13: Payment**

1. Skim Wellness may always provide a (partial) advance payment or any other security require payment from the consumer or the professional client / buyer. At a door Consumers concluded purchase agreement, the consumer can make up to a maximum payment in advance half of the purchase price will be mandatory.

2. If the consumer pays with a coupon voucher, this serves for starting the treatment have been surrendered.

3. The consumer must pay in cash or by debit card / credit card for the delivered goods upon departure performance.

**Article 14: Suspension of payment**

If the performance performed or the product does not comply with the agreement, the consumer has the right to suspend all or part of the payments. The amount involved in the suspension must be in reasonable proportion to the shortcoming.

**Article 15: Force majeure**

1. Shortcomings in the fulfilment of the agreement cannot be attributed to Skim Wellness imputed, if they are not due to her fault, nor by law, the agreement or prevailing views in traffic (or 'force majeure').

2. Among shortcomings in the fulfilment of the agreement that are not addressed to Skim Wellness imputed is understood to mean what this includes according to the prevailing social views and considered to fall in accordance with the state of the case-law. Among other things, being below force majeure means government measures, lack of resources, absence of frost, war, terrorism, riot, molestation, fire, flood water damage, lightning strike, lack of supply or stagnation in the supply of necessary materials from suppliers, stagnation in the delivery or repair of machines or other means of production, machine failure, excessive sickness absence from the staff, work strike or transport inhibitions, lack of means of transport and in general all circumstances, events, causes and consequences that are outside the control or sphere of influence of Skim Wellness falls that are unforeseeable and / or of which, in all reasonableness of Skim Wellness, do not may and may be expected that Skim Wellness provides these or influences them.

3. If Skim Wellness is temporarily or permanently prevented in the event of force majeure fulfil an agreement with the consumer or the professional client / buyer the consumer, without having to hold Skim Wellness to any compensation for damage, the agreement dissolve in whole or in part through a written statement to that effect to Skim Wellness.

4. The professional client / buyer without Skim Wellness to any compensation for damage dissolve the agreement in whole or in part by means of a written notice to that effect statement to Wellness, if Skim Wellness is permanently prevented in the event of force majeure to comply with the agreement towards the professional client / buyer.

5. If Skim Wellness as a result of shortcomings in compliance on the part of the other party, is permanently or temporarily prevented from entering into the agreement with respect to the consumer or the professional

client / buyer, Skim Wellness can complete the agreement in whole or in part dissolve by means of a written statement to that effect to the consumer or the consumer professional client / buyer, without being obliged to pay any compensation for damage.

---

If the consumer or the professional client / buyer temporarily in the case of force majeure or is permanently prevented from fulfilling the agreement towards Skim Wellness, Skim Wellness can dissolve the agreement in whole or in part by means of a written notice to that effect statement to the consumer or the professional client / buyer, without any compensation for damage. The consumer or the professional client / buyer must then fulfill its obligations to Skim Wellness up to that point.

**Article 16: Termination - cancellation**

1. Unless the parties have expressly agreed otherwise, the professional will client / buyer waives all rights to dissolution, both full and partial dissolution of the agreement pursuant to article 6: 265 et seq. of the Dutch Civil Code or other legal provisions, unless

mandatory provisions preclude this. This applies subject to the right to terminate the agreement pursuant to these general terms and conditions or pursuant to cancel or cancel this article.

2. If the consumer has any obligation on him under the agreement or on the basis of this does not meet the conditions, Skim Wellness has the right to conclude all of it with her rescind agreements extra judicially without prejudice to Skim Wellness's right to compensation for loss, lost profit and interest. The consumer must then fulfil his obligations compared to Skim Wellness until that moment.

3. Skim Wellness reserves the right to terminate the agreement at any time if: a) the content conflicts with any legal or other governmental provision; b) after consultation there is a legitimate fear of disturbing public order with the competent authority on the ground; and c) the content conflicts with the good name or interests of Skim Wellness.

4. Notwithstanding the provisions in the other articles of these general terms and conditions Skim Wellness the agreement, without further notice by means of a written statement dissolve the consumer or the professional client / buyer at the time when the consumer:

1. The state of bankruptcy states whether an application for bankruptcy has been made;
2. Apply for a (provisional) suspension of payment;
3. Execution of attachment is affected;
4. Is placed under guardianship or administration;
5. Otherwise the decision-making authority or legal capacity with regard to his power or parts thereof.

5. The consumer or the professional client / buyer is obliged at all times to the liquidator or to inform the administrator of the (content of the) agreement and this general agreement conditions

6. The (professional) buyer has the option to cancel the purchase agreement, regardless of whether Skim Wellness has failed in its obligation. The cancellation of the purchase agreement can only be made in writing. In case the (professional) buyer cancels while Skim Wellness has started to execute the agreement, he is Skim Wellness costs owed, which is set at 30%, which the (professional) buyer upon fulfilment of the agreement. In case the (professional) buyer cancels while through Skim Wellness is not started with the implementation of the agreement, is the (professional buyer) to Skim Wellness costs (cancellation costs), which is set at 10% what the (professional) buyer should have paid in the performance of the agreement. The A (professional) buyer must pay the amount due at the latest within ten (10) days after cancellation to reimburse.

7. The (professional) client is authorized at all times to complete the agreement or partially cancel. The cancellation must be made in writing.

8. In case of cancellation more than 24 hours before the agreed date of execution of the agreement the (professional) client does not owe any compensation. Less than 24 for cancellation hour before the agreed date of execution of the agreement is the (professional) client owes Skim Wellness expenses and lost profit, which are determined at 30% what the (professional) client should have done when fulfilling the agreement Pay.

9. In all cases of cancellation, the (professional) client / buyer is to Skim Wellness owe everything Skim Wellness has to do with regard to the relevant assignment or agreement

---

to third parties with whom Skim Wellness has made purchases with regard to that assignment or with whom Skim Wellness has concluded agreements that make payment obligations for Skim Wellness lead, have had to pay.

10. Skim Wellness may cancel an agreement if there are indications that the intention of the consumer with the package / treatment has such a different character than could be expected on the basis of the information provided by the consumer or the professional data and / or information provided by the client / buyer or by virtue of the capacity of the consumer or the professional client / buyer and / or his guests that Skim Wellness de would not have concluded the contract if it were of the actual intention or had been informed. In this case there is a serious reason that the cancellation justifies. Skim Wellness is in no way relevant to the cancellation for serious reasons obliged to compensate damage to the consumer or the professional client / buyer and / or third parties.

11. If Skim Wellness makes use of the authority stipulated in the previous paragraph after the relevant treatment has begun, the professional client is obliged to pay of the entire treatment.

12. Amounts already paid by the professional client / buyer are non-refundable.

**Article 17: Other provisions**

1. Pets are not allowed in the Skim Wellness buildings
2. Children under 12 years old are not allowed in the Skim Wellness buildings
3. Persons younger than 16 years of age will only be admitted if they are accompanied by a of age.
4. If Skim Wellness is requested, lost or forgotten by the consumer to send objects to him, this is done at the expense and risk of the consumer. Skim Wellness is not obliged to send.
5. In order to guarantee safety, peace and order and undesirable behaviour as much as possible To prevent this, Skim Wellness uses camera surveillance. The consumer and his possible guests are made aware of this. Provisions regarding the processing and storage of the camera images are processed in the privacy statement of Skim Wellness.

**Article 18: Disputes**

1. With regard to all disputes, including those, which are dealt with only by one party as such be considered, arising out of or in any way related to an assignment, offer or agreement to which these conditions apply, or arising from or in any way related to the relevant conditions themselves and its explanation or implementation, both of a factual and legal nature, unless mandatory provisions prevent it are designated as the competent court, the judge in the district where Skim Wellness or one of its subsidiary companies is established unless Skim Wellness would prefer a proceeding to refer to another competent court or voluntarily to the jurisdiction of a other competent court.
2. The provisions of paragraph 1 of this article are without prejudice to the right to have the dispute settled by the competent court according to normal competence rules.

**Article 19: Dutch law**

On the general terms and conditions, the agreements and agreements that result therefrom Dutch law applies.