

Terms and conditions for sales and delivery of Tony's Chocolonely Nederland B.V. for orders placed by Consumers via the App in the Super Store

We have summarized the most important points for you below:

- Orders must be paid in advance using one of the digital payment methods offered in the App. When ordering in the App, the estimated delivery time will be stated. After payment and acceptance of the order, Tony's Chocolonely will do its utmost to produce and deliver the Product in the Super Store on the same day especially for you. Once the Product is ready for delivery you will receive a text message or e-mail. An exception to this delivery date applies to orders of more than nine (9) Products. In that case, you will receive a notification in the App with either an indicative delivery date, or a notification that you will be kept informed of the delivery date by e-mail or text message. Tony's Chocolonely will deliver your order within five (5) working days after receipt of the order. No more than 99 Products may be ordered simultaneously via the App.
- The Consumer is not entitled to exercise their statutory right of withdrawal. This right is excluded by law for the Product since the Agreement was concluded in the Super Store. In addition, the right of withdrawal is also excluded for the Product because it is a personalized product.

1. Definitions

In these Terms and Conditions, capitalized terms are defined as follows:

“Agreement(s)”:	the agreement(s) of purchase, sale and delivery concluded between a Consumer and Tony's Chocolonely;
“App”:	Tony's Chocolonely's digital sales channel in the Super Store where consumers can order products;
“Consumer(s)”:	purchaser(s), or natural person(s) who act for purposes outside their business or professional activity and order Products via the App. This must also be taken to include a business end user, who orders Products via the App;
“Product(s)”:	the personalized products that Tony's Chocolonely offers for sale in its App;
“Super Store”:	Tony's Super Store, located in the Beurs van Berlage at the Oudebrugsteeg 15 in (1012 JN) Amsterdam;
“Terms and Conditions”:	these Terms and Conditions for sales and delivery to Consumers of Tony's Chocolonely;
“Tony's Chocolonely”:	Tony's Chocolonely Nederland B.V.

2. General

- 2.1 These Terms and Conditions apply to the formation, content and performance of all agreements concluded between the Consumer and Tony's Chocolonely.
- 2.2 If you place an order with Tony's Chocolonely, you must tick the box for your acceptance of the Tony's Chocolonely Terms and Conditions. The Terms and Conditions will also be made available to you by means of a digital link. Tony's Chocolonely has the right to change these Terms and Conditions with a notice period of 30 calendar days. If you receive Products that you have not ordered or find inaccuracies in a delivery, please report this to Tony's Chocolonely in the Super Store as soon as possible and no later than 14 days after receipt of the Products. If you find out when you are already at home, you can also contact us by mail (mailme@tonyschocolonely.com) or by calling the chocophone on number 020 - 20 512 00.
- 2.3 No more than 99 Products may be ordered simultaneously via the App.
- 2.4 Tony's Chocolonely takes the greatest possible care when producing the Product. It cannot be ruled out that ingredients may be used which may cause the Consumer to have an allergic reaction. The App mentions the

ingredients used, which are generally known to possibly cause an allergic reaction. This list is not exhaustive. If the Consumer does have an allergic reaction, Tony's Chocolonely is in no way liable to compensate the harm caused by such reaction. As the Product is a personalized bar and the Consumer composes the ingredients for the bar, the Consumer also has an own responsibility to check whether they are allergic to the ingredients chosen by them.

3. Price

The prices of all Products that can be ordered via the App include sales tax (VAT). In addition, the prices of Products listed in the App are subject to change for whatever reason.

4. Delivery

- 4.1 When ordering via the App, an estimated delivery time will be stated. Tony's Chocolonely will do its utmost to deliver the Product to the Super Store on the day it is ordered. The delivery times given by Tony's Chocolonely are indicative. Exceeding any delivery time does not entitle the Consumer to compensation.
- 4.2 The Consumer will receive an e-mail or text message as soon as the order has been accepted. In addition, the Consumer will also receive a message when the Products are ready to be collected in the Super Store.
- 4.3 An exception to the delivery date referred to in article 4.1 applies to orders of more than nine (9) Products. In that case, you will receive a notification in the App with either an indicative delivery date, or a notification that you will be kept informed of the delivery date by e-mail or text message. Tony's Chocolonely will deliver your order within five (5) working days after receipt of the order.
- 4.4 The Tony's Chocolonely Products may not be used in any way for any unlawful purpose. We will not print designs that are defamatory, offensive, obscene or threatening in nature. Tony's Chocolonely reserves the right to discontinue any service to the Consumer who uses Tony's Chocolonely Products for unlawful activities.
- 4.5 Tony's Chocolonely reserves the right to at all times refuse orders for reasons of its own. The Products are intended for the Consumer and the Products are not intended to be resold. Tony's Chocolonely may, for example, refuse orders if there are reasonable grounds to suspect that they may be resold. In addition, Tony's Chocolonely may impose a maximum limit on the quantities to be ordered.

5. Right of withdrawal

- 5.1 The Consumer is only entitled to terminate the Agreement relating to the purchase of a Product if they receive Products that they have not ordered or if they find inaccuracies in a delivery. When checking the Product, the basic principle is that the Consumer may handle and inspect the Product as they would be allowed to do in a shop. If you receive Products that you have not ordered or find inaccuracies in a delivery, please report this to Tony's Chocolonely as soon as possible and no later than 14 days after receipt of the Products. Tony's Chocolonely will correct its error as soon as possible.
- 5.2 The Consumer is not entitled to exercise their statutory right of withdrawal. This right does not apply to the Agreement because the Agreement was concluded in the Super Store. In addition, the right of withdrawal is also excluded for the Product because it is a personalized product.

6. Payment

Consumers must pay the price and other amounts due under the Agreement in advance by means of one of the digital payment methods offered in the App.

7. Product recall

Tony's Chocolonely is entitled to recall Products for reasons of its own, among other things, to prevent unsafe Products from entering or remaining on the merchant market or at the Consumer's premises. In the event of such recall, Tony's Chocolonely will take the necessary measures to inform the Consumer of the product recall. Tony's

Chocolonely will notify the Consumer of any recall via (among other things) social media and by posting a notice on the Tony's Chocolonely website. Tony's Chocolonely will then ask you to cooperate with any such recall of Products.

8. Intellectual property rights

The word mark TONY'S CHOCOLONELY and all other trademarks and images of Tony's Chocolonely are protected by national and international laws and treaties for the protection of intellectual property. These trademarks and copyrighted images may not be reproduced or published without the prior consent of Tony's Chocolonely.

9. Communication

Tony's Chocolonely will not be liable for any incorrect or delayed transmission of communications resulting from the use of the internet or any other means of communication in the traffic between the Consumer and Tony's Chocolonely, or between Tony's Chocolonely and third parties, to the extent related to the relationship between the Consumer and Tony's Chocolonely.

10. Force majeure

Without prejudice to the other rights to which Tony's Chocolonely is entitled, Tony's Chocolonely has the right, in the event of force majeure, at its own discretion, to suspend the execution of an order or to terminate the Agreement after 30 calendar days without judicial intervention, by notifying the Consumer in writing and without Tony's Chocolonely being obliged to pay any compensation.

11. Exclusion of precedent effect

Should Tony's Chocolonely allow deviations from these Terms and Conditions, tacitly or otherwise, for a short or longer period of time, this will not affect its right to require immediate and strict compliance with these Terms and Conditions. The Consumer can never assert any right based on Tony's Chocolonely's flexible application of these Terms and Conditions.

12. Applicable law

Agreements concluded between Tony's Chocolonely and the Consumer are governed exclusively by Dutch law.

13. Miscellaneous

These General Terms and Conditions comprise 13 articles.

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