

Terms and Conditions for Riverty Invoice and Riverty Direct Debit

Version 2.2, applicable as of October 26th, 2023.

What is Riverty Invoice and Riverty Direct Debit?

Riverty Invoice allows you to pay your order in our shop by invoice ("**Riverty Invoice**") or by direct debit ("**Riverty Direct Debit**").

We as the merchant (hereinafter the "**Merchant**") offer you Riverty Invoice or Riverty Direct Debit in our shop in cooperation with a third party service provider, Riverty GmbH, Gütersloher Straße 123, 33415 Verl, Germany ("**Riverty**", for more information see <https://www.riverty.com/en/imprint/>). To be able to pay with Riverty Invoice or Riverty Direct Debit, you must have an invoice and delivery address in the Netherlands. This address may not be a PO Box. Furthermore, you must be a company (regardless of whether it is driven by means of a sole proprietorship, general partnership, limited partnership, partnership, cooperative, foundation, B.V., N.V., SE or otherwise) or at least 18 years old (art. 1:234 BW) . Riverty adheres to the age limit of 18 years and the payment method is not available to minors.

If you select to pay your order with Riverty Invoice or Riverty Direct Debit, this means that:

- Riverty will perform a credit and address check (see Section 1.1 below) to decide whether this payment method is available for your order;
- If Riverty Invoice or Riverty Direct Debit is available, it will be confirmed to you upon completion of your order in the shop;
- Once a binding agreement has been formed between you and the Merchant regarding your order in the Merchant's shop ("**Underlying Transaction**") and your selection of Riverty Invoice or Riverty Direct Debit, the Merchant will transfer any and all existing and future claims for amounts (including the price) payable by you pursuant to that order to Riverty ("**Transfer of Claim**");

- Due to the Transfer of Claim, you will receive an (initial) invoice or payment instruction (each an “**Invoice**”) from Riverty for your order by e-mail (or by regular mail in case no e-mail address is available);
- In case of Riverty Invoice, your (respective) payment has to be made by the date(s) indicated on the (according) Invoice at the latest to an account of Riverty as indicated on the (according) Invoice. In case of Riverty Direct Debit, the amount listed on the (according) Invoice will be collected when due from the account that you have specified in the SEPA direct debit mandate to Riverty; and
- Riverty is only involved in the payment process and therefore the Merchant remains responsible for all aspects related to the Underlying Transaction, especially the performance and quality of your order.

Scope of these Terms and Conditions

Please note that these terms and conditions apply once you select to pay via Riverty Invoice or Riverty Direct in the Merchant’s shop and constitute rights and obligations applicable between you and the Merchant (and between you and the Merchant’s service provider Riverty, following the Transfer of Claim to Riverty). These terms and conditions become an integrated part of the agreement concluded between you and the Merchant regarding the Underlying Transaction.

For the avoidance of doubt, these terms and conditions shall also apply if your order with the Merchant has been made by telephone.

1. Operation of Riverty Invoice and Notice of Transfer of Claim

1.1 Upon your selection to pay with Riverty Invoice or Riverty Direct Debit, the Merchant will initiate an assessment whether this payment method is available for your order. For this purpose, Riverty will perform a credit and address check (as set out in the Riverty Privacy Policy:

https://documents.riverty.com/privacy_statement/checkout/nl_en).

1.2 If Riverty Invoice or Riverty Direct Debit is available for your order, the Merchant will confirm it to you upon completion of your order in the shop. If you are not able to pay

by Riverty Invoice or Riverty Direct Debit, you may choose another payment option available in the checkout.

1.3 Notice of Transfer of Claim: *Formation of a binding agreement between you and the Merchant regarding your order and the use by you of Riverty Invoice or Riverty Direct Debit will automatically result in the Merchant transferring and assigning to Riverty any and all existing and future claims for amounts (including the price) payable by you pursuant to that agreement.* Due to this Transfer of Claim, you will receive an (initial) Invoice from Riverty setting forth the amount(s) due, usually digitally via e-mail (or via regular mail where no e-mail address is available) and separately from the Merchant's performance of your order.

1.4 Following the Transfer of Claim, all your payments for Riverty invoice relating to your order have to be made by the date(s) indicated on the (according) Invoice at the latest to Riverty. Furthermore, Riverty is entitled to exercise the same rights against you with respect to payment as the Merchant could exercise against you in accordance with the agreement concluded between you and the Merchant.

1.5 Following the Transfer of Claim the withdrawal of your (initial) payment with Riverty Direct Debit takes place three days after an advance notice (pre-notification) and, in case of subsequent payments, on the further dates indicated in the Invoice or the pre-notification. Riverty is entitled to exercise the same rights against you with respect to payment as the Merchant could exercise against you in accordance with the agreement concluded between you and the Merchant.

1.6 In the event you pay someone else than Riverty following the Transfer of Claim (including the Merchant), your payment obligation to Riverty remains. In such a case, you must pay again, this time to Riverty.

1.7 Any claim against you regarding your order can, at all times, unilaterally be transferred by Riverty to a third party, including a debt collection agency in case of payment default.

2. Payment

If you choose Riverty Invoice as payment method, your (respective) payment must be made to Riverty by the date(s) indicated on the (according) Invoice at the latest. The bank account and all required details will be set out in the (according) Invoice submitted to you by Riverty.

If you choose Riverty Direct Debit as payment method, you explicitly authorize Riverty to automatically collect the amount shown in the (according) Invoice from your (bank) account number provided by you and you have paid in full as soon as the collection has been successfully completed and the period for reversal has expired. As soon as your request to pay via Riverty has been accepted and you are going to pay via the standard European direct debit, Riverty will send you a pre-notification in which Riverty confirms your direct debit order. You will receive this pre-notification 3 days before Riverty will collect the (initial) payment. In case of subsequent payments, Riverty will collect the payment(s) on the further dates indicated in the (according) Invoice or the pre-notification. By choosing the payment service of Riverty you agree with the term of 3 days.

If you have chosen the option to pay by Riverty Direct Debit, you must ensure that sufficient funds are available in the account you have specified.

3. Payment Default

3.1 If you fail to pay any amount within the period specified in the (according) Invoice, the amount owed shall be immediately due and payable and you shall be in default without further notice.

3.2 In the event of a late payment, Riverty will send you a reminder and demand payment within 14 days warning you that if payment is not received within 14 days, you will incur debt collection costs in accordance with Dutch law. If you fail to respond to this reminder by paying the amount on time, Riverty will send you a (second) written reminder and the amount due will be increased with a portion of the extrajudicial collection costs payable under applicable Dutch law. If you do not respond to the (second) reminder either by paying the amount on time, and Riverty will send you a letter of demand (last reminder) by post, which will result in another increase of the total amount payable; the total extrajudicial collection costs payable will also be stated in this letter of demand. For the applicable extrajudicial collection costs

portions, see: https://documents.riverty.com/terms_conditions/fees/nl_en. The total extrajudicial collection costs, Riverty is entitled to charge under the applicable Dutch law amounts 15% of the outstanding amount with a minimum of € 40 (forty Euros).

3.3 From the date on which you are in default, Riverty shall be entitled to charge the statutory interest on the amount you owe from the due date until the date of full payment. If you fail to pay any amount within the period set out in the second reminder or the letter of demand, you shall also owe the extrajudicial collection costs specified by Riverty in accordance with applicable statutory provisions. In addition, if debt collection proceedings have to be instituted against you, Riverty will charge you all judicial costs to obtain payment.

3.4 If Riverty incurs any judicial or extrajudicial collection costs as referred to in clauses 3.2 and 3.3, subsequent payments made by you will first be applied to such costs. Only after such costs have been paid in full can your payment be deducted from the amount originally owed by you.

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