

GENERAL TERMS AND CONDITIONS FOR ONLINE SALE (B2C)

Article 1: Identity

We are Miners Europe BV. You reach us via Miners.eu. Would you rather visit us personally? Then you can make an appointment by e-mailing info@miners.eu or calling: +31(0)800 – 666 7 666

Download: [General terms and conditions V2 B2C \(30/09/2018\)](#)

Are you a business customer?: [General terms and conditions V2 B2B \(30/09/2018\)](#)

Article 2: Definitions

1. Miners Europe BV (Miners.nl, Miners.eu, Miners.de), established in Almere, KvK number 73017876, is referred to in these general terms and conditions as seller.
2. The counterparty of seller is referred to in these general terms and conditions as buyer.
3. Parties are buyer and seller together.
4. The agreement means the purchase agreement between the parties.

Article 3: Applicability of the general terms and conditions

1. These terms and conditions apply to all quotes, offers, agreements and deliveries of goods and services by or on behalf of seller.
2. Derogation from these terms and conditions is only possible if that is agreed between the parties explicitly and in writing.

Article 4: Payment

1. The full purchase price will always be paid in advance in the shop or online at miners.eu before delivery. For reservations and pre-orders, the full purchase price is expected in all cases. In that case, the buyer receives a receipt for reservation and prepayment.
2. If the buyer does not pay on time, then he is in default. If the buyer remains in default, then the seller is entitled to suspend its obligations until the buyer has met the payment obligation.



3. If the buyer remains in default, the seller will resort to collection procedures. The costs related to that collection are borne by the buyer. These collection costs will be calculated based on the decree on compensation for extrajudicial collection costs, shipping costs, import duties and administrative costs.
4. In the event of liquidation, bankruptcy, seizure or suspension of payments of the buyer, the claims of the seller on the buyer are immediately due and payable.
5. If the buyer refuses to cooperate with the fulfilment of the assignment of the seller, then he is still obligated to pay the agreed price to the seller.

Article 5: Offers, quotations and price

1. All amounts on Miners.eu are shown including and excluding VAT for both commercial and private customers. The full price including VAT will be shown with totals at checkout.
2. Offers are without obligation, unless a term of acceptance is stated in the offer. If the offer is not accepted within the stated term, then the offer expires.
3. Delivery times in quotes are indicative and give the buyer no right of dissolution or damage compensation in case of being exceeded, unless the parties agree otherwise explicitly and in writing.
4. Offers and quotes do not automatically apply for subsequent orders. Parties must agree to this explicitly and in writing.
5. The price stated in offers, quotes and invoices consists of the purchase price including the VAT owed and any other governmental charges.

Article 6: Right of withdrawal

1. **Right to cancel** You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good. To exercise the right to cancel, you must inform us Miners Europe B.V., P.J Oudweg 4, 1314 CH Almere, The Netherlands, info@miners.eu, +31 (0) 800 6667666 of your decision to cancel this contract by a clear statement (e.g. a letter



sent by post, fax or e-mail). To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right of cancel before the cancellation period has expired. **Effects of cancellation** If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest. You shall send back the goods or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.- You will have to bear the direct cost of returning the goods.

– You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

The right to cancel does not exist for the following contracts:

- Contracts/Purchases of goods that are made to the consumer's specifications or are clearly personalised.
- The consumer has opened, modified or overloaded the hash boards or other sealed internal electrical components.
- The consumer has used the miner for crypto mining.

Article 7: Changes to the agreement

1. If it should turn out during the execution of the agreement that it is necessary for the fulfilment of an assignment to change or supplement the work to be done, the parties will modify the agreement accordingly in a timely manner and in consultation.
2. If the parties agree that the agreement will be changed or supplemented, the time of completion of the fulfilment thereof can be impacted. Seller will inform the buyer of this as soon as possible.
3. If the change of or supplement to the agreement has financial and/or qualitative consequences, the seller will inform the buyer of this in advance, in writing.
4. If the parties have agreed to a fixed price, the seller indicates thereby to what extent the change or supplement to the agreement will result in exceeding this price.
5. In derogation of that provided in the third paragraph of this article, seller cannot charge additional costs if the change or supplement is the result of circumstances that are attributable to the seller.

Article 8: Delivery and transfer of risk

1. As soon as the purchased item is received by the buyer, the risk transfers from the seller to the buyer.

Article 9: Investigation, claims

1. Buyer is In addition, the buyer should examine whether the quality and quantity of the delivery corresponds with what the parties have agreed, at least that the quality and quantity meet the requirements that apply therefor in normal (commercial) trade.
2. Claims with respect to damage, shortcomings or loss of delivered goods must be submitted by the buyer in writing to the seller within 10 business days after the day of delivery of the goods.
3. Upon the complaint being declared to be grounded within the set term, the seller has the right either to repair or to redeliver or to cancel the delivery and to send the buyer a credit statement for that part of the purchase price.



4. Derogations and differences in quality, number, size or finish that are minor and/or usual in the industry cannot be claimed from the seller.
5. Complaints with respect to a certain product have no influence on other products or components that are part of the same agreement.
6. After the processing of the goods by the buyer, no more claims will be accepted.

Article 10: Samples and models

1. If a sample or model is shown or provided to buyer, that is taken only as an indication of the item to be provided, without the item to be delivered having to match. This is not true if the parties are expressly agreed that the item to be delivered will match such sample or model.
2. For agreements with respect to non-moveable property, a statement of the area or other dimensions and designations will be taken as only indicative, without the item to be delivered having to match.

Article 11: Delivery

1. Delivery occurs 'from the factory/shop/warehouse'. This means that all costs are borne by the buyer.
2. Buyer is obliged to accept the items when the seller delivers them or has them delivered, or at the moment at which these items are made available to buyer according to the agreement.
3. If the buyer refuses the delivery or neglects to provide the information or instructions necessary for the delivery, seller is entitled to store the item at the expense and risk of the buyer.
4. If the items are delivered, seller is entitled to charge any delivery costs.
5. If the seller needs information from the buyer for the fulfilment of the agreement, the delivery time begins after the buyer has made this information available to the seller.
6. A term for delivery stated by the seller is indicative. This is never a deadline. Upon exceeding a term, the buyer must give the seller written notice of default.



7. Seller is entitled to deliver the items in parts, unless the parties are agreed otherwise explicitly and in writing or no independent value is associated with partial delivery. Seller is entitled to invoice these parts separately upon delivery.

Article 12: Force majeure

1. If seller cannot, cannot in a timely manner or cannot properly meet the obligations under the agreement due to force majeure, then the seller is not liable for the damage suffered by the buyer.
2. Force majeure means for the parties in any case circumstances that seller could not take into account upon entering into the agreement and as a result of which the normal fulfilment of the agreement cannot reasonably be expected by the buyer, such as for example illness, war or danger of war, civil war and unrest, vandalism, sabotage, terrorism, energy disruption, flood, earthquake, fire, staffing, strike, lockout, changes to government regulations, transport difficulties and other disruptions in the business of the seller.
3. Force majeure further means for the parties the circumstance that suppliers on which the seller depends for the fulfilment of the agreement do not meet their contractual obligations toward seller, unless this is attributable to seller.
4. If a situation as heretofore intended arises, as a result of which seller cannot meet the obligations toward the buyer, then those obligations will be suspended as long as the seller cannot meet the obligations. If the situation intended in the previous sentence has lasted for 30 calendar days, the parties have the right to dissolve the agreement, in whole or in part.
5. In the event that the force majeure has lasted longer than three months, the buyer has the right to dissolve the agreement with immediate effect. Dissolution is only possible by registered letter.

Article 13: Transfer of rights

1. Rights of a party under this agreement cannot be transferred without the prior written consent of the other party. This provision applies as a clause with the effect of retention of title as intended in Article 3:83, second paragraph, of the Dutch Civil Code.

Article 14: Retention of title and retention right

1. The items in the possession of the seller and delivered items and components remain the property of the seller until the buyer has paid the entire agreed price. Until that time, seller can rely on the retention of title and can take the items back.
2. If the agreed advance payment amounts are not paid or not paid in a timely manner, the seller has the right to suspend the work until the agreed part is satisfied. There is then a default with respect to a creditor. A late delivery in that case cannot be claimed from the seller.
3. Seller is not authorized to pledge nor in any other way to encumber the items subject to retention of title.
4. Seller is obligated to insure and to keep insured items delivered to buyer under retention of title against fire, explosion and water damage as well as against theft, and to provide the policy for inspection at first request.
5. If items have not yet been delivered but the agreed prepayment or price has not been paid according to agreement, seller has the right of retention. The item will then not be delivered until the buyer has paid in full and according to agreement.
6. In the event of liquidation, insolvency or suspension of payments of the buyer, the obligations of the buyer are immediately due and payable.

Article 15: Liability

1. Miners.eu accepts no responsibility or liability with respect to the content of the Website, price changes, results and exchange changes. Miners.eu can always, without prior announcement, change information or prices on the website. Further, we are not liable and we offer no guarantee for the uninterrupted and error-free function of the Website and



for the consequences of not being able to send or receive e-mail messages with respect to a service of Miners.eu, as well as for damaged, incorrect or non-timely sending or receiving of the same. Neither is Miners.eu liable for damage or defects that can occur due to your visit to and use of the Website. The liability of Miners.eu is limited to the delivery of a non-defective product and the manufacturer's guarantee provided by the producer. The prices of our products or services can be bound to fluctuations in the financial market and over which Miners.eu has no influence and that can occur within the withdrawal period. Miners.eu is therefore excluded from the right of withdrawal.

2. Any liability for damage resulting from or related to the fulfilment of an agreement is always limited to the amount that is paid out in the relevant case by the liability insurance(s) concluded. This amount will be increased by the amount of the deductible according to the relevant policy.
3. Not excluded is the liability of seller for damage resulting from intent or deliberate recklessness of seller or seller's supervising subordinates.

Article 16: Complaints

If you submit a complaint to us, we will respond within 14 days. If we need more time, we will let you know within 14 days when you can expect an answer. Note: the aforementioned only applies for complaint with respect to products and/or services delivered by us. For complaints in the context of our processing of your personal data, other rules apply. For more information about this, consult the privacy statement on our website or contact us.

1. Buyer is obligated to immediately report complaints about work done to the seller. The complaint contains as detailed a description as possible of the shortcoming, so that seller is able to respond adequately.
2. If a complaint is grounded, then seller is required to repair the good and possibly to replace it.

Article 17: Disputes

1. Agreements to which these general terms and conditions apply are subject exclusively to Dutch law. All disputes arising with respect to the aforementioned agreements will be exclusively presented to the competent court.



2. Disputes over the creation or fulfilment of agreements with respect to products and services delivered or to be delivered by us to you can, with consideration of the foregoing provisions and in derogation of that stated in Article 17.1, be reported by you for mediation to ICT Waarborg. ICT Waarborg offers mediation of which consumers can make use by completing the mediation form on www.ictwaarborg.nl. Conditions are: -that the problem is discussed with the relevant ICT Waarborg participant and the company's complaints procedure has been completed;
-it must have to do with an ICT product or service that falls under the characteristic ICT activities of the ICT Waarborg profession group(s) for which the participant is registered at the time that the problem arose;
-the company is a certified participant when you submit your mediation request;
-no other party has been engaged to reach a solution. The complete terms and conditions can be found on ictwaarborg.nl.
3. If there is a distance sale as intended in Article 10, you can also submit a complaint/the dispute via the European online platform (ODR) for dispute resolution. You can find this platform via <https://ec.europa.eu/consumers/odr/>.

Article 18: Guarantees

1. If guarantees are included in the agreement, the following applies. Seller guarantees that the sold item meets the agreement, that it will function without defects and that it is suitable for the use that the buyer intends to make of it. The guarantee is limited to the manufacturer's guarantee given by the suppliers of Miners.eu Also see **Guarantee Information**
2. The intended guarantee extends between the seller and buyer to create such a risk division that the consequences of an infringement of a guarantee is always fully at the expense and risk of seller and that seller can never rely on Article 6:75 DCC with respect to an infringement of a guarantee. That provided in the previous sentence also applies if the infringement was known to the buyer or could have been known by doing an investigation.



3. The guarantee named does not apply when the defect has arisen as a result of inexpert or improper use or when – without permission – buyer or third parties have made changes or have tried to make changes or have used the purchased item for purposes for which it is not intended.
4. If the guarantee provided by the seller concerns an item produced by a third party, the guarantee is limited to the guarantee that is provided by the producer.

Article 19: Applicable law

1. This agreement between seller and buyer is subject exclusively to Dutch law. The Dutch courts have jurisdiction.
2. The applicability of the Vienna Sales Convention is excluded.
3. If one or more provisions of these general terms and conditions are considered unreasonably restrictive in a legal procedure, the other provisions remain fully in force.

Article 20: Choice of forum

All disputes resulting from this agreement will be exclusively submitted to the competent court of the District of Midden-Nederland.

Article 21: Additional or derogating provisions

Additional provisions or those deviating from these general terms and conditions may not be to the detriment of the consumer and must be recorded in writing or in such a way that they can be stored by the consumer in an accessible manner on a durable data carrier.

Article 22: Changes to the general terms and conditions

1. Changes to these terms and conditions only take effect after these have been published in a recognized way, with the understanding that for applicable changes during the term of an offer, the provision most favourable to the customer will prevail.

For questions or comments concerning these terms and conditions, you can contact us at info@miners.eu