

DIECAST DIORAMA



GENERAL

1. Definitions

2. Company details

3. Applicability of General Terms and Conditions

4. Goods and Services Offered

4a. Indemnification

4b. Prices

5. Tax (VAT)

WEBSITES

6. Diecastdiorama webshop

6a. General

6b. Remote purchases

6c. Order Processing

6d. Reservations

6e. Special orders

6f. Shipping

6g. Returned packages

6h. Right of withdrawal

6l. Cookies

7. Product Disclaimer

7a. General Product Disclaimer

7b. Collector Model Disclaimer

8. Privacy Policy (Storage and use of Personal Data)

1: Definitions:

Diecastdiorama: trading under the name Diecastdiorama.com and Diecastdiorama

Goods: products, articles, merchandise. Designations are used interchangeably and have the same meaning.

Visitor: customer, customer, buyer. Designations are used interchangeably and have the same meaning.

Distance Purchase: order, order, online purchase. Designations are used interchangeably and have the same meaning.

2: Details Company

Diecastdiorama

Bertha von Suttnerstraat 20

2131VZ Hoofddorp

0031 (0) 6 47253166 info@diecastdiorama.com

Chamber of Commerce: 80786162

VAT number Netherlands: NL003485864B07

Applicability of Terms and Conditions:

All services and website services offered by the Company and each of its respective affiliates, related companies, non-affiliated partners and/or licensors in compliance with the 'Terms and Conditions'. • By visiting, using, or accessing (whether personally, by computer, e-reader, mobile phone, or other electronic device, now or hereafter devised) Diecastdiorama (mobile website or mobile application) or products, content, or other services available on the Diecastdiorama website, visitors agree to be bound by these "Terms and Conditions" and any other additional or different provisions, terms, rules and policies displayed or notified to visitors in connection with Diecastdiorama (collectively, the "Terms and Conditions"), all as may be modified by the Company in accordance with these "Terms and Conditions". Without limiting the generality of the foregoing, the "Terms and Conditions" shall also apply if the visitor accesses a Diecastdiorama website or service, as an authenticated user, through a third party website or social media applications (e.g., via X, Instagram® or Facebook®). These

"Terms and Conditions", together with any stated amendments or additional or alternative terms or conditions, shall constitute the entire agreement between the visitor and the company and any prior communications between the visitor and Diecastdiorama (including, for example, emails) shall not form part of these "Terms and Conditions". If the visitor does not agree with these 'Terms and Conditions', the visitor should not visit the Diecastdiorama website or use the services offered. Certain marks, trade names, service marks and logos used or displayed on the Website are registered and unregistered trademarks, trade names and service marks of Diecastdiorama. Other trademarks, trade names and service marks used or displayed on the Diecastdiorama website include the registered and unregistered trademarks, trade names and service marks of their respective owners. Nothing contained on the Diecastdiorama Website grants or should be construed as granting, by implication, estoppel or otherwise, a license or right to use any trademarks, trade names, service marks or logos displayed on the Diecastdiorama website without the written permission of the Company or any other owner. • It is the customer's responsibility to determine and comply with all applicable local, national and international laws (including minimum age) regarding the possession, use and sale of any product purchased on the Diecastdiorama website. By purchasing or placing an order, customer declares that the purchased products will only be used in a lawful manner. All products sold are for private and home use (where no entrance fee is charged), non-public display and may not be duplicated. Choice of legislation; Jurisdiction. The 'Terms and Conditions', the use of the Diecastdiorama website and all related matters shall be governed exclusively by the laws of the Netherlands, excluding rules of conflict of laws or the conflict of laws that would result in the application of any other laws. Any dispute between the Company and the Customer or any other person arising out of, in connection with or relating to Diecastdiorama, these 'Terms and Conditions', or other relevant matters shall be resolved in a court located in the Netherlands, and Customers irrevocably submit to the exclusive jurisdiction of such courts with respect to any such dispute or matter. To the fullest extent permitted by law, customers agree that any claim or action by customers arising out of, relating to, or in connection with the use of the Diecastdiorama website, or these "Terms and Conditions" shall be conducted only on an individual basis and not as a joint, consolidated or representative action. If for any reason a claim results in litigation rather than arbitration, customers waive any right to a jury trial.

4. Goods and Services Offered:

Goods and services offered are registered in the Diecastdiorama database. • Goods are offered and displayed digitally on the Diecastdiorama website and other promotional channels (such as social media).

4a. Indemnification (Disclaimer)

Pricing: Goods and services may have been inadvertently mispriced. Any errors are unintentional. Diecastdiorama cannot be obliged to supply goods or services at an incorrect price. • Differences in numbers between the Diecastdiorama website and the actual situation

are not binding. • Obvious errors or mistakes in the description or presentation of the offered goods are not binding on Diecastdiorama.

4b. Prices:

- Goods on the Diecastdiorama website are offered with prices expressed in Euros including the applicable VAT and/or excluding VAT
- Prices vary greatly due to the high degree of dependence on the fluctuating exchange rates of different currencies.
- Prices are adjusted ad hoc and regularly to current circumstances. Goods and services may be inadvertently mispriced. Any errors are unintentional. Diecastdiorama cannot be obliged to supply goods or services at incorrect prices.

5. Tax (VAT):

- All supplies within the European Union are subject to Dutch VAT: 9% VAT for books and magazines and 21% VAT for all other goods and services.
- Diecastdiorama offers products and services including VAT, regardless of nationality or country of origin or destination of the customer.
- Diecastdiorama offers products and services free of VAT under conditions (*) to verified VAT registered companies located in the European Union, outside the Netherlands.
- Diecastdiorama charges VAT on goods and services (including shipping costs) delivered to persons with a registered office or delivery address within the European Union.
- Diecastdiorama does not charge VAT on goods and services supplied to verified VAT registered companies with a branch in the European Union, outside the Netherlands.
- Diecastdiorama does not charge VAT on goods and services (including shipping costs) supplied to persons or companies with a registered office or with a delivery address in countries outside the European Union, with the exception of those countries that prescribe that deliveries to persons in that country are subject to VAT charges of that country.
- Customers with a branch or delivery address in countries outside the European Union are responsible for the correct import documents and permits and for the payment of import duties, taxes and import operations.

(*) Customers are authorized representatives of the company and can identify themselves as such.

Table below shows the applicability of VAT application and exempts as described above.

6. Diecastdiorama webshop

6a. General:

- Products, Content and Specifications: All features, content, specifications, products and prices of products and services described or depicted on the Diecastdiorama website is subject to change at any time without notice. Certain sizes and similar descriptions are approximate and are intended to serve convenience. Images of products and services are for illustrative purposes of products and services offered. Every reasonable effort is made to accurately reflect the characteristics of the products, including the applicable colors. The specifications and color options of the screens used may cause the real colors to be different from what was experienced on the screen. Colour, texture or detail of the products shown may differ from the actual products. Everything reasonable is done to accurately describe the products. Descriptions may be incomplete or outdated.

- Availability: The inclusion of any products or services on the Diecastdiorama website at any time does not imply or guarantee that such products or services will actually be available at all times.

-Typos: Information on the Diecastdiorama website may contain typographical or typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers and availability.

-Corrections: Diecastdiorama reserves the right to correct any errors, inaccuracies or omissions at any time without prior notice and to change or update information or cancel orders if information on the website is incorrect (including after online order has been placed).

Accuracy of information: Diecastdiorama attempts to ensure that information on the Diecastdiorama website is complete, accurate and up to date. Despite Diecastdiorama's best efforts, the information on the Diecastdiorama website may occasionally be inaccurate, incomplete, or out of date. Diecastdiorama does not guarantee the completeness, accuracy or timeliness of the information on the Diecastdiorama website. For example, products listed on the Diecastdioram website may not be available, may have different features than those listed, or may have a different price than those listed on the Diecastdiorama website. In addition, Diecastdiorama may adjust pricing and availability without notice. While it is common practice for Diecastdiorama to confirm orders via email, receipt of an order confirmation email does not automatically imply Diecastdiorama's acceptance of an order or confirmation to sell any product or service. Diecastdiorama reserves the right, without prior notice, to limit or refuse the ordered quantities of a product or service to a customer.

Diecastdiorama may require confirmation of information prior to the acceptance and/or shipment of an order. •

Use of Diecastdiorama website. The design of the Diecastdiorama website and all text, images, information, content, and other materials displayed on or downloadable from Diecastdiorama website are protected by copyright, trademark, and other laws and may not be used except as permitted in these "Terms and Conditions" or with the prior written permission of the owner of such material. Visitors to the Diecastdiorama website are not permitted to reproduce or publicly display, perform, or distribute the information or material that may be downloaded from the Diecastdiorama website in any way or otherwise use such information or material for any public or commercial purpose. Any unauthorized use of such information or materials may violate copyright, trademark law, privacy and publicity laws, and other laws and regulations.

Linking to the Diecastdiorama website: Creating or having a link from another website to any page on the Diecastdiorama website without the prior written consent of Diecastdiorama is prohibited. The display of the Diecastdiorama website or any information or material displayed on the Diecastdiorama website in frames or by similar means on any other website without the prior written permission of Diecastdiorama is prohibited. Any permitted links to the Diecastdiorama website must comply with all applicable laws, rules and regulations.

Links to other websites. From time to time, the Diecastdiorama website may contain links to websites that are not owned, controlled or controlled by Diecastdiorama. All such links are provided solely as a convenience to the visitor. When visitors follow these links, they leave the Diecastdiorama website. Neither Diecast nor any of its affiliates are responsible for the content, materials, or other information on or accessible from any other website. Neither Diecastdiorama nor any of its affiliates endorse, warrant or warrant any other websites or any content, materials or other information on or accessible from other websites, or the results that visitors may get from using websites other than Diecastdiorama's. Visitors' decision to access other websites linked to or from the Diecastdiorama website is entirely at their own risk.

Disclaimers: Use of the Diecastdiorama website is at your own risk. The information, materials and services offered by the Diecastdiorama website are provided "as is" without warranties of any kind including warranties of merchantability, fitness for a particular purpose or non-infringement of intellectual property. Neither Diecastdiorama nor any of its affiliates warrants the accuracy or completeness of the information, materials, or services provided on or through the Diecastdiorama website. The information, materials, and services offered on or through the Diecastdiorama website may be out of date, and neither Diecastdiorama nor its affiliates make any commitment or assume any obligation to update such information, materials, or services. The foregoing exclusions of implied warranty do not apply to the extent prohibited by law. Visitors are referred to their local laws for such prohibition. All products and services purchased on or through the Diecastdiorama website are subject only to applicable warranties from their respective manufacturers, distributors, and suppliers, to the extent available. To the fullest extent within the limits of applicable law, Diecastdiorama disclaims all liability of any kind, express or implied, including any implied warranties with

respect to the products and services offered by Diecastdiorama without limiting the generality of the foregoing, Diecastdiorama hereby expressly disclaims all liability for defects in any product due to normal wear and tear, product misuse, product modifications, improper product selection, non-compliance with codes, or misappropriation. The foregoing exclusions of implied warranty do not apply to the extent prohibited by law. Visitors are referred to their local laws for such prohibition.

Limitation of Liability: Diecastdiorama does not accept any responsibility or liability for any damage to or infection by viruses of visitors' computer, telecommunications equipment or other property arising out of visitors' access to, use or browsing of the Diecastdiorama website, or visitors' downloading of any information or materials from the Diecastdiorama website. In no event shall Diecastdiorama or any other party involved in the creation, production or transmission of the Diecastdiorama website be liable to visitors or anyone else for any indirect, special, punitive, incidental or consequential damages (including, without limitation, arising from loss of profits, loss of data or business interruption) arising out of the use, inability to use, or the results of the use of the Diecastdiorama website, websites linked to Diecastdiorama website, or the materials, information or services provided on any or all websites, whether based on warranty, contract or any legal theory and whether or not advised of the possibility of such damages. The foregoing exclusions of implied warranty do not apply to the extent prohibited by law. Visitors are referred to their local laws for such prohibition. In the event of a problem with the Diecastdiorama website or any content, visitors agree that the only remedy is to discontinue using the Diecastdiorama website. In the event of a problem with the products or services purchased by customers on or through the Diecastdiorama website, customers agree that the sole remedy, as applicable, should be sought from the manufacturer of such products or the provider of such services, in accordance with the warranties of such manufacturer or supplier, or request returns and refunds for any product or services in question in accordance with the returns and refunds policy posted on this website.

6b. Distance Purchases:

Conditions for a Distance Purchase (Order):

-Order is placed by the customer by

1. Confirmation by customer of goods or services ordered via the Diecastdiorama website.
2. Customer Acceptance of Diecastdiorama 'Terms and Conditions'.
3. Full payment by customer of the total amount involved in the order.

- Acceptance by Diecastdiorama by

1. Confirmation of receipt of order by Diecastdiorama.

2. Confirmation of receipt of payment by Diecastdiorama.

- Orders without full payment of the total amount due will not be accepted and will not be processed.

- Diecastdiorama reserves the right to refuse orders or agreements without giving reasons.

- Delivery by Diecastdiorama follows after the conclusion of the purchase agreement.

- Contribution to shipping costs depends on destination and size of the order and applies to all orders other than takeaway orders.

6c. Order Processing:

Orders are processed daily.

- Processing and delivery times are indicative and are counted from the date of confirmation of receipt of full payment.

- Provided that all ordered goods are available, orders will be shipped within two working days.

Diecastdiorama shall not be liable for any consequential loss or inconvenience resulting from incorrect or incomplete information on the Diecastdiorama website other than the refund of undeliverable or returned items.

6d. Reservations:

The future production of many products is announced on the Diecastdiorama website. In special cases, these can be reserved in advance. It will then be listed as such on the product detail page. If no mention is made, reservations are NOT possible. Delivery times are not available because they depend on too many variables that Diecastdiorama has no influence on. Manufacturers and distributors often announce new products to be released many months in advance.

The following conditions apply to reservations:

- Reservations of different items are considered and processed as separate separate orders.

- Shipping costs will be charged for each reservation (with the exception of pick-up orders)

- Reservations will only be accepted if the order is accompanied by full payment of the amount of the order.

- Reservations cannot be combined during the ordering process, but they can be combined before the final delivery.

- Reserved items cannot be refused by the customer except in the event of serious defects in the product.
- Diecastdiorama will notify customer as soon as reserved item has been shipped.
- Diecastdiorama can cancel or modify reservations without notice. Diecastdiorama shall not be liable to any compensation for cancelled or modified reservations other than to refund the amount paid by the customer that was involved in the reservation.
- At the time of delivery, any price increases will not be passed on and any price reductions will result in a refund of the difference.
- Diecastdiorama is not liable for any consequential damages resulting from cancelled reservations or adjusted reservation numbers.

6e Special orders:

A number of products are not permanently stocked by Diecastdiorama, but are available for special orders via the Diecastdiorama website. Delivery times for these products are an indication and depend on the manufacturer or distributor.

The following conditions apply to Special Orders:

- Special orders of multiple items from different brands or suppliers will be considered and processed as separate separate orders.
- Shipping costs will be charged for each Special Order (excluding pick-up orders)
- Special orders will only be accepted if the order is accompanied by full payment of the amount involved in the order.
- Special orders of different days or times cannot be combined.
- Special orders can be shipped directly to customer by manufacturer or supplier on behalf of Diecastdiorama.
- Items from Special Orders cannot be refused by the customer except in the event of serious defects in the product.
- Diecastdiorama will notify the customer as soon as item from Special Order can be picked up or shipped.
- Delivery times stated on the website are approximate and not binding.
- Diecastdiorama is not obliged to pay any compensation if delivery times deviate significantly from those stated on the website.
- Diecastdiorama is not obliged to pay any compensation if ordered items are no longer available from contracted suppliers other than a refund of the amount involved in the Special Order and paid by the customer. Diecastdiorama shall not be liable for any consequential damages resulting from cancelled Special Orders.

6f. Shipping:

All orders placed with Diecastdiorama other than 'Pick-up orders' will be shipped to the address provided by the buyer. All purchases made through the Diecastdiorama's website, other than "Pick-up Orders," are pursuant to a shipping agreement. As a result, the risk of loss and claim of goods ordered through the Diecastdiorama's website passes to the customer by method of shipment upon handing over the goods to the carrier. Customer is responsible for making any claims with carriers for damaged and/or lost shipments.

6g. Returned shipments:

It is the customer's responsibility to take such measures so that the package will be accepted at the delivery address and signed for receipt or collected in time at the collection point designated by the customer.

- Undeliverable or uncollected packages will be returned to Diecastdiorama.
- Diecastdiorama will charge the return shipping costs and any applicable import duties to the customer.
- Additional shipping or delivery attempts are the sole responsibility of the customer.

6H. Right of withdrawal:

For orders and deliveries to private individuals, these private individuals have the right to return an item within 14 days (right of withdrawal).

- The withdrawal period expires 14 days after the day on which the item was delivered.
- You can make use of the right of withdrawal by making this known to Diecastdiorama within the set period of 14 days and then returning the items to Diecastdiorama within 14 days.
 - Items to be returned must be complete including all accessories supplied and in the original condition and factory packaging.
 - Return shipment must be accompanied by an original or copy of the invoice provided.
 - Return shipment must be made by courier service at the expense of the customer.
 - Returns by registered mail will NOT be accepted.
 - Excluded from the above right of withdrawal are orders with:
 - o Items marked as 'Special order'
 - . Items that have been modified according to the buyer's specifications
 - . Items that are clearly personal in nature
 - o Items with a limited shelf life
 - o Items that cannot be returned due to their nature

- . Audio and video recordings of which the seal or packaging has been broken
- . Computer software of which the seal or packaging has been broken
- . Broken o Computer software with the unlock key activated
- . Time-bound products, such as magazines
- . Digital download products

-Upon receipt of the return, the amount of the purchase will be refunded.

- Shipping costs are not refundable.

6I. Cookies:

A cookie is a small computer file or piece of information that can be stored on the hard drive of the computer of the visitor to websites. The Diecastdiorama website use cookies to improve the functionality of the website and in some cases, to provide visitors with a tailored online experience. Cookies are widely used and most web browsers are set to automatically accept cookies by default. Visitors can change their Internet browser settings to prevent their computer from accepting cookies. Disabling cookies, however, will prevent visitors from getting the most out of the Diecastdiorama website. By using the Diecastdiorama website, visitors consent to the use of cookies in accordance with Diecastdiorama's privacy policy.

7. Product Disclaimer

7a. General Product Indemnification

Diecastdiorama provides all services and information, materials, products (including software) and other services to the customer on an "as is" and "as available" basis unless otherwise specified in writing. The Company makes no warranty of any kind, express or implied, as to the operation of any information, content, materials, products (including software), or other services provided by Diecastdiorama in any way made available to Diecastdiorama's customer, unless otherwise stated in writing. Customer expressly agrees that in the use of the services and products as provided by Diecastdiorama, the risk of use lies entirely and exclusively with the customer. To the fullest extent possible under applicable law, Diecastdiorama disclaims all warranties and conditions, express or implied, including, but not limited to, implied warranties of title, merchantable quality, and fitness for a particular purpose. Diecastdiorama does not warrant that the Company's services, information, content, materials, products (including software) or other services made available through its servers, electronic communications or e-mail are free of viruses or other harmful components. Diecastdiorama shall not be liable for any damages arising out of the use of Diecastdiorama's services or of any information, content, materials, products (including software), or services included or otherwise made available to customer through any Diecastdiorama service,

including, but not limited to, direct, indirect, incidental, punitive, and consequential damages, unless otherwise stated in writing.

7b. Collector Models Disclaimer

Collector models differ from building models in that they contain finished fuselage, wings, undercarriages or armament. Depending on the brand, these collector's models are offered as 'plug-in models' or already assembled by the manufacturer. In the latter case, parts can become loose due to transport. This can easily be remedied by placing the part in question back where it belongs, possibly helped by the application of a drop of glue. Loose parts are not considered defective and therefore do not entitle you to compensation. If returned within 7 days of delivery, the refund will be limited to the purchase price of the model.

Display models are individually and often handmade. Despite the high quality, it must be taken into account that the method of manufacture can cause small imperfections. However, customers who order these models by mail order accept the possible presence of minor imperfections (*) and that they are not eligible for a refund or replacement.

(*) at the discretion of Diecastdiorama.

8. Privacy policy (storage and use of personal data):

Diecastdiorama stores names, telephone numbers and e-mail addresses of customers for administrative and commercial purposes. They are used exclusively by Diecastdiorama and will not be provided to third parties under any circumstances. They are stored on Diecastdiorama's own secure servers or those of a third party. Diecastdiorama is committed to maintaining the accuracy, confidentiality, and security of the customer's personal data.

· Introduction: Diecastdiorama is responsible for monitoring and protecting the personal data under its control.

· Purpose of Data Collection: Diecastdiorama collects and uses customer personal information to provide products or services requested by the customer and to provide the customer with additional services or other products that the company believes the customer may be interested in. In certain cases, the purposes for which the personal data are requested are obvious, such as the provision of name, address and payment details as part of the ordering process, and the customer's consent to the collection of this data is assumed. Name, address, telephone number and e-mail address are provided to delivery services used by Diecastdiorama to deliver goods. These delivery services are obliged to use this data exclusively for the delivery of goods to the customer and not to provide it to third parties. In the event of delivery of goods to residents of countries where the authority requires data to be provided for import and tax purposes, invoice and, where appropriate, personal registration data intended for this purpose will also be provided to the delivery service.

· Consent: Knowledge and consent are required for the storage, use, or disclosure of personal data, unless required or permitted by law. Providing personal data to Diecastdiorama is

always the customer's choice. However, the Customer's decision not to provide certain information may limit the Customer's ability to provide the Company with products or services. Diecastdiorama does not require permission to obtain or use information as a condition of the provision of a product or service, except where such consent is required to provide the product or service.

- **Storage limitation:** The storage of personal data will be limited to those data that are necessary for purposes as indicated by the Company. With the customer's consent, Diecastdiorama may request personal information from the customer by phone, email, or the Internet.
- **Restriction of Use, Disclosure, and Retention:** Personal Data will only be used or disclosed for the purpose for which it was collected, unless the customer has consented otherwise, or when required or permitted by law. Personal data will be retained for the time necessary for the purpose for which it was collected or required by law.
- **Accuracy:** Extreme care is taken to keep the stored personal data correct, complete and up-to-date for use for which it is intended. The customer has the opportunity to enter, modify or make his or her data illegible. In the event that the customer has clearly made his or her account unusable, Diecastdiorama has the right to make it inaccessible or to remove it completely.
- **Safeguarding customer data:** Personal data will be protected by appropriate security measures. Diecastdiorama takes all reasonable precautions to prevent unauthorized access to, use, or disclosure of personal information.

Other Websites: The Diecastdiorama website may provide links to other third-party websites that are not covered by this Privacy Policy. Although Diecastdiorama strives to link only to websites with high privacy standards, this privacy policy will no longer apply once visitors leave the Diecastdiorama website. In addition, Diecastdiorama cannot be held responsible for the privacy practices of third-party websites. Therefore, visitors are advised to examine the privacy statements of such sites to learn how they handle personal information.

- **Cookies:** Diecastdiorama's website use cookies for navigation and the progress of the shopping process. Most browsers are set to accept cookies by default, but customer can reset the browser to refuse all cookies or to indicate when a cookie is being sent. However, some features and services on the Diecastdiorama's website may not function properly if cookies are disabled in the customer's browser.
- **Correspondence:** Diecastdiorama stores all incoming and outgoing correspondence by mail or electronic communications on its own secure servers.