

Terms & Conditions

General Terms and Conditions of Blauhoff., with its registered office in (6651 KH) Druten at Heemstraweg 123F Oosterhout listed with the Chamber of Commerce under number 62024345, hereinafter referred to as "BLAUHOFF".

Email: info@blauhoff.com; T: +31(0)85 0711875 (available on working days from 08.30 - 17.30)

VAT number: NL854602380B01

1 APPLICABILITY

1.1 These general terms and conditions of BlauHoff apply to all legal relationships between BlauHoff and its co-contracting party (hereinafter to be referred to as the "**Client**"), all orders, confirmations of orders, and offers included.

1.2 Only in individual cases, these general terms and conditions can be deviated from by the parties in writing. This means these general terms and conditions always apply, except when they are deviated from in writing and if so such deviation will apply to one particular specific case only. For past and future cases, these general terms and conditions will therefore always apply between the parties, to all aspects.

1.3 In the event that, for instance due to conflict with a mandatory statutory provision, a provision in these general terms and conditions cannot be invoked, a meaning corresponding as closely as possible to the original intention of such provision will be attributed to it, so that such corresponding meaning can be invoked. The other provisions of these general terms and conditions will remain in full force.

1.4 In the event of any conflict between the Dutch-language version and translations of these general terms and conditions, the Dutch-language version will prevail.

2 OFFERS/CONCLUSION OF AN AGREEMENT

2.1 Any offer from BlauHoff is without obligation.

2.2 An agreement between BlauHoff and the Client is concluded when the Client places or requests an order with BlauHoff and the Client receives a confirmation of that order from BlauHoff. The Client can only place an order with BlauHoff through the BlauHoff website after having accepted the applicability of these general terms and

conditions prior to placing the order. With the box to be checked in order to accept the applicability of the general terms and conditions, a link to the general terms and conditions is included, which link also offers the possibility to save the general terms and conditions. The general terms and conditions are also available on the BlauHoff website.

2.3 The confirmation of the order together with the general terms and conditions constitute the entire agreement between the parties (the "agreement"). The Client consents to its own general terms and conditions being rejected and never applying to the agreement between BlauHoff and the Client. Without prejudice to and/or in addition to article 1.2, the agreement can only be amended in writing by means of a written document that is duly signed by authorised representatives of both parties.

2.4 In the event that a conflict between the confirmation of the order and the general terms and conditions should ever arise, the confirmation of the order will prevail.

3. PRICES

3.1 All prices stated in the agreement are exclusive of sales tax (VAT), unless agreed otherwise in writing.

3.2 Assembly or installation work and measures required for allowing the products to function properly, are for the account of the Client.

3.3 Changes in prices, including but not limited to purchase prices, wages, cost of material and freight costs, social insurance contributions and government levies, insurance premiums and taxes as well as other costs, will entitle BlauHoff among other things to change the prices it charges to the Client. An increase of among other things prices, charges, costs, premiums/contributions and taxes can therefore be passed on to the Client.

4 PAYMENT

4.1 Upon dispatching the products, BlauHoff will send the Client the relevant invoice relating to those products. The invoice in question has to be paid within fourteen (14) days in a manner indicated by BlauHoff, unless agreed otherwise in writing. The payment term of fourteen (14) days is a strict deadline. BlauHoff will at all times have the option to demand an advance payment or that the order be paid in full prior to dispatching the products.

4.2 Payments should be made in euro, unless the parties agree otherwise in writing. The Client is not allowed (for whatsoever reason) to set off, deduct, withhold or suspend any obligations it has to pay BlauHoff.

4.3 In the event of late payment of any sum that the Client owes under the agreement, the Client will automatically be in default without a notice of default being required. The Client will immediately owe interest to the amount of 1.5% per (part of the) month with a minimum of the statutory interest per year as referred to in Section 6:119a of the Dutch Civil Code, without prejudice to BlauHoff's right to claim compensation and/or termination of the agreement. In addition, in the event of late payment of any sum the Client owes under the agreement, BlauHoff will have the right to demand the Client to furnish adequate security covering its payment obligations, up to an amount that in any case equals the outstanding sum. Should BlauHoff so demand, the Client will furnish security as soon as possible and in any case within two (2) weeks.

4.4 In the event of late payment, liquidation (including and not limited to dissolution of the Client and the realisation of all of the Client's assets), winding-up of or suspension of payment being granted to the Client, all payment obligations of the Client will become immediately due and payable and BlauHoff has the right to suspend further execution of the agreement or proceed to termination of the agreement, all of which without prejudice to BlauHoff's right to claim compensation.

4.5 In the event of late payment, the Client will be charged extrajudicial collection costs of 15% of the invoice amount, with a minimum of € 500. If, based on laws and regulations, a higher amount of collection costs than referred to in the previous sentence is owed, the Client will owe such higher amount.

4.6 BlauHoff will at all times have the right to set off all sums the Client may owe BlauHoff (whether or not payable or conditional) against any sum (whether or not payable) BlauHoff may owe the Client.

5 DELIVERY

5.1 The agreed delivery date will never be considered a strict deadline. In the event of late delivery, the Client has to send BlauHoff a notice of default in writing, allowing BlauHoff a reasonable term to meet its obligations.

5.2 BlauHoff has the right to deliver the sold products in partial deliveries. If the products are delivered in partial deliveries, BlauHoff has the right to invoice each partial delivery separately.

5.3 The Client is obliged to take delivery of the purchased products the moment BlauHoff offers them to the Client. This is the case as soon as BlauHoff indicates to the Client that the products can be collected or delivered. If the Client refuses to take delivery or is negligent in providing information or instructions required for delivery, the products will be stored at the risk and expense of the Client for a maximum of two (2) weeks, and the Client will forfeit an immediately payable penalty to the amount of 10% of the invoice value of the products in question, without prejudice to BlauHoff's other rights under the agreement or the law to demand performance and/or recover damage from the Client.

5.4 In the event that the Client has not taken delivery of the products within the period as referred to in article 5.3, or if the Client indicates that it will not take delivery of the products (on whatever ground), BlauHoff's obligation to deliver will end. The invoice value remains due and must be paid by the Client.

5.5 In all cases as referred to in article 5.4, BlauHoff will have the option to sell its products to a third party under conditions that are convenient to BlauHoff.

6 RETENTION OF TITLE

6.1 The products delivered by BlauHoff will remain the property of BlauHoff until the Client has paid the purchase price in full. The products delivered by BlauHoff to which this retention of title applies, may only be sold on or used in the regular course of business. As long as the retention of title applies, the Client is not allowed to pledge the products in question or establish any other right on them.

7 LIABILITY

7.1 In the event that liability on the part of BlauHoff would arise under the agreement, for instance due to (i) failing to perform its obligations under the agreement, (ii) tort or (iii) any other grounds, BlauHoff's liability will be limited as stipulated in this article 7. The Client renounces invoking liability on the part of BlauHoff that goes beyond the stipulations in this article 7. The parties declare that the limitations referred to in this article 7 are customary in this industry and that they consent to them.

7.2 BlauHoff can only be held liable for the alternative compensation, that means compensation for the shortfall in performance. BlauHoff will not be liable for non-conformity or any other form of loss/damage than alternative compensation, including:

- indirect loss;
- consequential loss/damage;
- loss due to lost profit;
- loss due to delay;
- any additional loss/damage in any form whatsoever;
- loss/damage as a result of providing inadequate cooperation, information and/or materials by or on behalf of the Client;
- loss/damage related to information and/or advice given by or on behalf of BlauHoff;
- loss related to (alleged) infringement of (third-party) intellectual property rights by products delivered by BlauHoff.

7.3 Any liability on the part of BlauHoff will always be limited to the order amount (exclusive of VAT). If the agreement consists of a partial delivery or components, the liability will at all times be limited to the order amount (exclusive of VAT) of that partial delivery or that component.

7.4 Any right to compensation can only arise if (i) the occurrence of the loss/damage, (ii) the (estimated and/or expected) extent of the loss/damage as well as (iii) the (expected) cause of the loss/damage was reported in writing to BlauHoff by the Client as soon as reasonably possible, but in any case within six (6) weeks after the event causing the loss/damage. Should BlauHoff so demand, the Client will provide (further) information and substantiation of the then alleged loss/damage and the extent and cause thereof.

7.5 Each claim for compensation of loss/damage will in any case expire after one (1) year has passed since the event causing the loss/damage, unless the recovery thereof in legal proceedings has been started within the said period. Each claim for any compensation of loss/damage will also expire in the event that the Client provided BlauHoff with incorrect or misleading information.

7.6 The Client indemnifies BlauHoff against (any loss/damage BlauHoff may suffer as a result of) third-party claims related to products delivered by BlauHoff (in the widest sense), including but not limited to any liability as a result of failure to pay a recycling charge, or failure to pay a recycling charge in full or in a timely fashion.

7.7 Only to the extent that BlauHoff, as a buyer of the products in question, is itself entitled to specific warranties, indemnifications or other obligations in respect of those products towards BlauHoff's supplier and which may be passed on to the Client, will BlauHoff make a commercially reasonable effort to assist the Client in claiming any warranties, indemnifications or other claims towards such manufacturers/suppliers, but always to the extent that BlauHoff considers such actions opportune and reasonable.

8. DEFECTS

8.1 The Client will examine the delivered products upon delivery. When doing so, the Client needs to ascertain whether the delivered products conform to the agreement, namely:

1. whether the right products have been delivered;
2. whether the delivered products conform to the confirmation of the order and the packing slip in terms of quantity and number;
3. whether there is any visible (transit) damage; and
4. whether the delivered products meet the requirements that may be set for normal use and/or commercial purposes.

8.2 In the event that visible defects or shortages are found, the Client must immediately state them on the transport document.

8.3 The Client must report non-visible defects to BlauHoff in writing, supported by reasons and stating the invoice details, within five (5) working days after delivery, or at least after discovery was reasonably possible.

8.4 For a reasonable period of time, and at least fourteen (14) days from the date of notification as referred to in articles 8.2-8.3, the Client must enable BlauHoff to examine the product in question (or have it examined) at a location to be determined by BlauHoff. Unless expressly agreed otherwise, any transport will be at the risk and expense of the Client. In the event that the Client discovers any defect after installation and/or commissioning of the product in question, the Client must, for at least fourteen (14) days, enable BlauHoff to examine the product in question (or have it examined) in the situation in which the defect was discovered, unless this demonstrably results in an unsafe situation.

8.5 If BlauHoff considers the report as referred to in articles 8.2-8.3 of these general terms and conditions well-founded, BlauHoff will only be obliged to either repair or replace faulty goods or issue a credit note, all of which at BlauHoff's discretion, without the Client being entitled to compensation of any kind in addition thereto. In the event that the Client provided BlauHoff with incorrect or misleading information, BlauHoff cannot be obliged to repair, replace or issue a credit note for defective goods.

With the exception of the above paragraph, the Client will not have the rights conferred by law on buyers (and principals) acting for purposes outside their business or professional activities. The Client explicitly waives such rights. An example of a right the Client/buyer/principal will not have and which it waives, is the right ensuing from Book 7 of the Dutch Civil Code that upon delivery a good conforms to the purchase agreement (see i.a. Section 7:17 ff. of the Dutch Civil Code).

8.6 Samples/models shown or provided are for illustration purposes only; the products to be delivered do not need to conform to them.

8.7 BlauHoff is not obliged to (subsequent) delivery of products that have been phased out or removed from the sales programme of BlauHoff or its suppliers.

8.8 The Client must report any complaints about invoices to BlauHoff in writing within eight (8) days of the invoice date.

8.9 If the Client does not report defects or complaints within the said periods and/or does not enable BlauHoff to conduct an investigation in the manner as referred to in article 8.4, a complaint will not be taken into consideration and any and all rights of the Client in that respect expire.

8.10 Claims and defences, based on facts that would justify the assertion that the delivered products do not conform to the agreement, will expire one (1) year after delivery.

9 WARRANTIES

9.1 BlauHoff does not grant (product) warranties. Only to the extent that BlauHoff, as a buyer of the (purchased) products in question, is itself entitled to specific warranties, indemnifications or other obligations in respect of those products towards BlauHoff's supplier and which may be passed on to the Client, will BlauHoff make a commercially reasonable effort to assist the Client in claiming any warranties, indemnifications or other claims towards such manufacturers/suppliers, but always to the extent that BlauHoff considers such actions opportune and reasonable.

9.2 In the event of the winding-up of a manufacturer or supplier or in the event of the closing down or liquidation of the manufacturer's/supplier's business, BlauHoff will in any case be unable to assist the Client in a commercially reasonable manner in asserting or laying claim to any warranties, indemnifications or other claims towards such manufacturer/supplier. In such cases, the Client will among other things not be able to ask BlauHoff for assistance.

10 TERMINATION OF THE AGREEMENT

10.1 In the event that the Client fails to comply with any obligation under the agreement with BlauHoff, or fails to do so in time or in an adequate manner, as well as in the case of the winding-up of, a suspension of payment being granted to or a guardianship order being issued against the Client or the closing down or liquidation of its business, BlauHoff is entitled, after having given the Client notice of default in writing, to suspend performance of the agreement (in part) or terminate it (in part) without court intervention and without any obligation to pay compensation and without prejudice to any of its other rights. In such cases, any amounts owed by the Client to BlauHoff will be immediately due and payable in full.

11 FORCE MAJEURE

11.1 Force majeure is understood to mean any circumstances that prevent or are an impediment in the performance of the agreement and that cannot be attributed to BlauHoff. If and to the extent that such circumstances render the performance impossible or unreasonably difficult, these circumstances will include: theft, war or a similar situation, malfunction, epidemic, strikes in other companies than that of BlauHoff, wildcat strikes or political strikes in the company of BlauHoff, a general lack of products or services required for achieving the agreed deliverables, unforeseeable stagnation at suppliers or other third parties on which BlauHoff depends, general transport problems, fire and government measures including import and export prohibitions, restrictions and sanctions.

11.2 In the event that force majeure continues for longer than six (6) months, both parties have the right to terminate the agreement. In that case, BlauHoff will not be obliged to pay any compensation.

12 APPLICABLE LAW/COMPETENT COURT

12.1 All legal relationships between BlauHoff and the Client are exclusively governed by Dutch law.

12.2 Any disputes that may arise in connection with the agreement and agreements resulting from such disputes or deriving from the agreement, will be resolved exclusively by the competent court of Amsterdam (the Netherlands) unless BlauHoff as the claimant or appellant selects the competent court in the Client's place of domicile or place of business.

13 PERSONAL DATA

13.1 Under the General Data Protection Regulation (hereinafter referred to as "GDPR"), using the Client's data on a professional basis is permitted if one of the grounds for legitimate use as stipulated in the GDPR applies. Properly executing the agreement requires that, for purposes that include the delivery of products and sending invoices, BlauHoff receives and processes the Client's (personal) data, such as for instance the address, telephone number, email address, VAT number or list of orders from the Client. In addition, BlauHoff uses the Client's (personal) data to contact the Client to hear the Client's views on the services provided by BlauHoff and to inform the Client from time to time about important changes or developments on for instance the BlauHoff website or regarding the services BlauHoff provides. Furthermore, to the extent that the Client has granted permission to do so, BlauHoff uses (personal) data to inform the Client by email about other products and services BlauHoff offers that may be of interest to the Client. BlauHoff also uses and analyses the information the Client provides through the BlauHoff website for managing, supporting, improving and developing BlauHoff's business activities. The Client consents to its (personal) data being processed and the Client grants BlauHoff permission for the processing of (personal) data and electronic exchange of data (internet and email).

13.2 BlauHoff will not sell the Client's (personal) data to third parties, unless required in the execution of the agreement with the Client, in order to comply with a statutory obligation or if the Client consents to this. In order to ensure the same level of security and confidentiality of the Client's (personal) data, BlauHoff will conclude a processing agreement with the companies processing the Client's (personal) data on behalf of BlauHoff.

13.3 BlauHoff will take security measures (including by means of security software) to protect the Client's (personal) data against access by unauthorised parties and against unlawful processing, accidental loss, destruction or damage. BlauHoff will store the (personal) data for a reasonable period of time or for as long as required by law.

13.4 The Client is aware that despite all security precautions BlauHoff has implemented, no absolute certainty can be provided against access by unauthorised parties.

13.5 BlauHoff uses so-called cookies through its website. Cookies are small quantities of information BlauHoff stores on the Client's computer, tablet or smartphone. When using the BlauHoff website, the Client can give permission for the use of cookies, to the extent that such cookies require permission. BlauHoff uses functional, analytical and tracking cookies. Cookies make it easier for the Client to log in and to use the BlauHoff website during future visits. Cookies also allow BlauHoff to monitor traffic on its website and tailor the content of the website to the Client. The Client can customise its computer settings so that cookies are refused. Details on how the Client can do so, can be found at www.aboutcookies.org. In addition, the Client can change or withdraw its permission for cookies at any time via the cookie statement on the BlauHoff website (www.BlauHoff.eu/nl-nl/privacy). The Client can also inform BlauHoff that it no longer consents to cookies. If the

Client customises its computer settings to reject cookies, certain functionalities of the BlauHoff website cannot be used by the Client.

13.6 The Client has the right to access, correct or delete its personal data. The Client can do so through the BlauHoff website via the personal settings of the Client's account. In addition, the Client has the right to withdraw any permission for data processing or to object to the processing of its personal data by BlauHoff, and the Client has the right to data portability. This means that the Client can request BlauHoff to send the personal data BlauHoff has on the Client in a computer file to the Client or another organisation the Client has named. In the event that the Client wishes to make use of its right to object and/or its right to data portability, or when the Client has other questions or comments about the data processing, the Client can send a specified request to info@BlauHoff.com. BlauHoff will respond to the Client's request as soon as possible. It is also possible for the Client to file a complaint with the national supervisory authority, the Dutch Data Protection Authority. The following link can be used for that purpose:

<https://autoriteitpersoonsgegevens.nl/nl/contact-met-de-autoriteit-persoonsgegevens/tip-ons>.

13.7 The Privacy Statement, which (also) includes the content of this article 13 and which states in more detail which cookies BlauHoff uses, can be found at: www.BlauHoff.com/nl-nl/privacy and is made available to the Client when placing an order through the BlauHoff website. As the cookies may change over time, the digital Privacy Statement is more extensive and/or more detailed by stating the current cookies. At the Client's request, a copy of the Privacy Statement can be provided.

13.8 Any future changes in the BlauHoff privacy policy will also be announced via the BlauHoff website and where required, for example by sending an email message on that subject to the Client.