

GENERAL TERMS AND CONDITIONS BOBOLI BENELUX

Article 1 - Definitions and applicability

- 1.1 In these conditions the terms below are defined as follows:
- customer:** any natural person or legal person registered in the Commercial Register of the Chamber of Commerce and/or a commercial register outside the Netherlands, with whom Boboli concludes an agreement, or to whom Boboli makes an offer;
 - Boboli:** the private limited company Boboli Benelux B.V., with its registered office at De Kronkels 16a (3752 LM) in Bunschoten-Spakenburg, operating in the Netherlands under VAT number: NL8071.82.035.801 registered in the Commercial Register of the Chamber of Commerce under number: 32070596;
 - day:** a calendar day;
 - agreement:** any agreement formed between Boboli and the customer, any change or addition thereto, as well as all legal and other acts in preparation and performance of that agreement;
 - product:** any product to be delivered or delivered by Boboli pursuant to the agreement;
 - conditions:** these general terms and conditions;
- 1.2 These conditions apply to every proposal, offer and agreement between Boboli and the customer insofar as the parties do not deviate from these conditions in writing.
- 1.3 The applicability of any purchase or other conditions applied by the customer is excluded expressly.
- 1.4 If one or more provisions of these conditions are void or voided in whole or in part at any time, the other provisions of these conditions will continue to apply in full. At such times, Boboli and the customer will consult in order to agree new provisions to replace void or voided provisions, in which connection the purpose of the original provisions must be taken into account as much as possible.
- 1.5 If there is uncertainty about the interpretation of one or more provisions of these conditions, interpretation must take place in the spirit of these provisions.
- 1.6 In the event a situation arises between the parties that is not regulated in these conditions, this situation will have to be assessed in the spirit of these conditions.
- 1.7 In the event Boboli does not always demand strict compliance with these conditions such will not mean that its provisions are not applicable or that Boboli forfeits to any extent the right to demand strict compliance with the provisions of these conditions in other cases.

Article 2 - Offer

- 2.1 All offers made by Boboli are without obligations and may be changed by Boboli, unless expressly agreed otherwise in writing or insofar as these conditions do not provide otherwise.
- 2.2 All information included in - not exhaustively - price lists, quotations, product descriptions and on the Boboli website(s) is as accurate as possible but does not bind Boboli.
- 2.3 Apparent mistakes or errors in offers do not bind Boboli.
- 2.4 All offers made by Boboli lapse 1 month after the date stated in the offer, unless a different term of validity follows from an offer.

Article 3 - The agreement

- 3.1 An agreement is formed by written acceptance on the part of Boboli. An agreement is furthermore deemed to have been formed at the moment Boboli sends an order confirmation or at the moment delivery takes place.
- 3.2 In the event an agreement is formed electronically, the customer and Boboli will each implement appropriate technical and organisational measures to secure the electronic transfer of data.
- 3.3 Boboli has the right to establish within the legal limits whether the customer is able to comply with its payment obligations, as well as those facts and factors that are relevant to the responsible handling of the agreement. Boboli may decide on the basis of the findings of this investigation to reject an order or request or to attach special conditions to its performance.
- 3.4 All agreements are concluded subject to the condition precedent of sufficient availability of the products that are the subject of the agreement.

Article 4 - Prices and packaging

- 4.1 All indications of price in - not exhaustively - price lists and quotations by Boboli are without obligation and may be changed by Boboli, unless expressly agreed otherwise in writing.
- 4.2 All Boboli prices include packaging costs and are exclusive of VAT, any import duties and other taxes, levies and duties, unless expressly agreed otherwise in writing.

- 4.3 The prices of the offered products are not increased during the term of validity stated in the offer, with the exception of price changes as a result of changes to VAT rates.
- 4.4 In derogation from the previous paragraph, Boboli has the right to offer products and services whose prices depend on fluctuations in the financial market and that are beyond Boboli's control, on the basis of variable prices. This dependency on fluctuations and the fact that any stated prices are recommended retail prices are stated in the offer.
- 4.5 Price increases within 3 months after the conclusion of the contract are only allowed if they are the result of statutory regulations or provisions.
- 4.6 Price increases as from 3 months after formation of the agreement are only allowed if Boboli has stipulated this and: (a) they are the result of statutory regulations or provisions; or (b) the customer has the right to terminate the agreement effective as from the date which the price increase becomes effective.
- 4.7 All Boboli packaging remains the inalienable property of Boboli. The customer owes Boboli a deposit for packaging, which will be charged in the same invoice as the products delivered. The customer is obliged to send this packaging back to Boboli immediately after delivery by Boboli. Boboli will refund the deposit to the customer or settle it against a subsequent invoice amount after Boboli has received the packaging in good condition.
- 4.8 If the customer does not submit a complaint to Boboli concerning the prices and deposits charged within eight days after the invoice date, all prices and deposits in question will apply as correct and will be deemed to have been accepted unconditionally by the customer.

Article 5 - Payment

- 5.1 Unless agreed otherwise, the amounts payable by the customer must be paid into the bank account indicated by Boboli within 14 days after the invoice date.
- 5.2 The customer can only object to the invoice within the agreed payment term. Objections to the invoice do not suspend the customer's payment obligation.
- 5.3 Boboli has the right to conduct a credit check in advance. If this results in a negative outcome, Boboli will have the right to demand advance payment from the customer, failing which Boboli will not perform the delivery. In case of such advance payments, the delivery time will commence at the moment Boboli has received the payment.
- 5.4 The moment at which the entire invoice amount has been credited to Boboli's bank account in a manner visible to it will apply as the moment of payment of an invoice.
- 5.5 The customer never has the right to set off the amount it owes to Boboli.
- 5.6 If the payment term is exceeded, Boboli will have the right to charge statutory commercial interest on the outstanding amount. The interest on the payable amount will be calculated from the moment the customer is in default until the moment the entire amount due is paid.
- 5.7 If the customer is in default or fails to comply (on time) with its obligations, Boboli will have the right to charge the reasonable costs to obtain satisfaction out of court, which were notified to the customer in advance, to the customer.
- 5.8 The customer is obliged to notify Boboli without delay of any inaccuracies in the payment details that have been provided or stated.

Article 6 - Retention of title

- 6.1 All items of property delivered by Boboli remain the property of Boboli until the customer has complied properly with all obligations arising from the agreement(s) concluded with Boboli, which include the financial obligations under the agreement(s), any surcharges, interest, taxes, costs and compensation, payable pursuant to these conditions or the agreement(s).
- 6.2 All items of property that may be subject to Boboli's retention of title may be used by the customer within the conduct of the normal business operations. The customer does not have the right to use as means of payment, pledge or otherwise encumber the items of property that are covered by the retention of title.
- 6.3 The customer must always do everything that may be expected of it within reason in order to secure Boboli's rights of ownership, and the customer will also ensure that Boboli will be able to exercise its rights under this article in a simple and effective manner.
- 6.4 When delivering to third parties, the customer will stipulate an identical retention of title with respect to the items of property that were delivered by Boboli subject to retention of title.
- 6.5 If third parties levy an attachment against the items of property delivered subject to retention of title or wish to create or enforce rights in respect thereof, the customer will be obliged to notify Boboli thereof without delay.

- 6.6 If Boboli wishes to exercise its rights of ownership referred to in this article, the customer hereby grants in advance should the occasion arise its unconditional and irrevocable approval to Boboli or third parties to be indicated by it to enter all those places where Boboli's property is located and to repossess that property.

Article 7 - Delivery and delivery times

- 7.1 Boboli will act with due care when taking receipt of and when carrying out orders for products.
- 7.2 The customer's address linked to its registration in the Commercial Register of the Chamber of Commerce (in the Netherlands) or its registration in a foreign commercial register applies in principle as the place of delivery. The customer cannot notify Boboli of a different place of delivery until after Boboli has verified the company details.
- 7.3 All deliveries are made carriage paid at the address of the customer or another place of delivery, unless agreed otherwise in writing. The products are for the customer's account and risk from the moment they have been unloaded from the means of transportation at their destination.
- 7.4 The customer is obliged to take receipt of the products immediately upon delivery.
- 7.5 Boboli has the right to charge a surcharge on the order to the customer in the event delivery of the order at the place of delivery cannot take place immediately or leads to additional costs for Boboli for other reasons.
- 7.6 In the event transport is to take place in a manner other than as determined by Boboli at the request of the customer, the related (additional) costs will be for the customer's account.
- 7.7 In the event delivery cannot be made immediately other than as a result of Boboli's actions, Boboli will have the right to store the products for the customer's account and risk and such will not prejudice the obligations of the customer, including the obligation to take receipt of and pay for the products, in any way. All other (additional) costs (in connection with transport, storage, administration, removal etc.) in connection with the above are for the customer's account as well.
- 7.8 In the event delivery of a product that has been ordered proves to be impossible, Boboli will endeavour to make a replacement product available.
- 7.9 The risk of damage and/or loss of products lies with Boboli until the moment of delivery to the customer's address, unless expressly agreed otherwise.
- 7.10 Delivery times that have been indicated apply as an indication and not as strict deadlines, unless expressly agreed otherwise.
- 7.11 In the event delivery is not made on time, Boboli must first be given written notice of default and Boboli will be afforded a reasonable term to comply as yet.
- 7.12 Boboli has the right at all times to comply by means of partial deliveries and to demand interim payment of partial deliveries.
- 7.13 In the event delivery is not made or is not made on time, the customer will only be entitled, insofar as applicable, the positive price difference equal to: the agreed price less the price on the day of delivery.

Article 8 - Complaints

- 8.1 Boboli guarantees the quality and freshness of the products it delivers at the moment of delivery.
- 8.2 The customer is obliged to inspect the products delivered for defects immediately after the moment the products are delivered. The customer is required to assess in this connection whether the quality and quantity are in accordance with what was agreed.
- 8.3 In the event the customer identifies a defect pursuant to its obligations under paragraph 2, it will be obliged to notify Boboli thereof immediately, in any event no later than 48 hours after delivery and provide in this connection a description of the defect.
- 8.4 In the event a notification does not comply with paragraph 3, the customer will be deemed to have taken receipt of the goods in accordance with what was agreed and it will be obliged to comply fully towards Boboli. This means that if this is the case the customer is not entitled to repair, replacement or compensation.
- 8.5 In the event the customer identifies a defect as referred to in paragraph 2, it will be obliged to keep the relevant products available for Boboli while keeping them stored soundly and enable Boboli to carry out an investigation failing which the customer is not entitled to repair, replacement or compensation.
- 8.6 The fact that the customer submits a complaint on time does not suspend its payment obligation. If this is the case, the customer will remain obliged to take receipt of and pay for any other products that were ordered.
- 8.7 In the event a notification demonstrates a defect, which is decided exclusively by Boboli, Boboli will have the right to deliver again or to credit the invoice amount.

- 8.8 Return shipments of products while exercising the right to complaint takes place exclusively in the manner as indicated by Boboli in writing (by e-mail or otherwise) at the address to be indicated by Boboli, in the original packaging and in the condition at the moment of delivery by Boboli if possible within reason.

Article 9 - Liability

- 9.1 Boboli is only liable for direct losses.
- 9.2 Liability for indirect losses, including lost profit, consequential loss, losses sustained, missed savings and loss resulting from business interruption, is excluded expressly.
- 9.3 Direct losses are defined exclusively as the reasonable costs to determine the costs and extent of the damage, to the extent the determination relates to damage within the meaning of these terms and condition, the reasonable costs incurred to have Boboli's defective performance comply with the agreement, to the extent these can be attributed to Boboli and the reasonable costs to prevent and limit damage as referred to in these general terms and conditions.
- 9.4 Any liability for direct losses on the part of Boboli towards the customer on any basis whatsoever is limited per event (in which connection a related series of events applies as a single event) to the invoice amount of the delivery in question actually paid by the customer to Boboli.
- 9.5 Boboli is not be liable for loss of any kind resulting from the fact that Boboli assumed incorrect and/or incomplete information provided by or on behalf of the customer.
- 9.6 The limitations of liability included in this article do not apply if the loss is attributable to the intent or gross negligence of Boboli or its subordinates.

Article 10 - Indemnification

- 10.1 The customer indemnifies Boboli against any claims from third parties (including Boboli employees) who sustain a loss in connection with the performance of the agreement and the cause of which is attributable to parties other than Boboli.
- 10.2 In the event Boboli should be held liable by third parties on that basis, the customer will be obliged to assist Boboli both in and out of court and to immediately do all that may be expected of it in such cases. If the customer fails to implement adequate measures, Boboli will have the right to implement these itself without giving notice of default. All costs and damage on the part of Boboli and third parties that arise as a result thereof will be fully for the account and risk of the Customer.

Article 11 - Intellectual property rights and resale

- 11.1 All intellectual property rights, such as - but not limited to - figurative marks, (trade) names, domain names, in respect of or related to the products or communications by Boboli vest exclusively in Boboli. All agreements are concluded subject to the full reservation of all abovementioned rights and related claims on the part of Boboli.
- 11.2 Nothing from Boboli publications, including packaging, may be reproduced, stored in digital form, or disclosed, in any form whatsoever, without Boboli's prior, written approval.
- 11.3 The customer is only allowed to offer for sale or sell the products delivered by Boboli to third parties against the Boboli recommended retail prices in unaltered condition and in the packaging enclosed with the delivery by Boboli. All instructions by Boboli in this connection must be observed strictly, such as but not limited to preventing incorrect perceptions or the danger of confusion. Any use of name and image mark of the Boboli and its possible suppliers and cooperating partners not part of the resale process is expressly not allowed, unless agreed otherwise in writing.

Article 12 - Force majeure

- 12.1 Boboli is not obliged to comply with any obligation towards the customer if it is prevented from doing so as a result of a circumstance that cannot be attributed to fault and that should not be for its account pursuant to the law, a legal act or in common opinion.
- 12.2 Under these general terms and conditions, force majeure shall mean, in addition to the meaning thereof as laid down in the law and in case law, all external causes, anticipated or not anticipated, which are beyond Boboli's control, but which prevent Boboli from fulfilling its obligations. Boboli also has the right to invoke force majeure if the circumstance that prevents (further) compliance occurs after Boboli should have already complied with the relevant obligation.
- 12.3 Boboli has the right to suspend the obligations arising from the agreement during the period of force majeure. If this period exceeds two months, each party will have the right to dissolve the agreement without being obliged to pay compensation to the other party.
- 12.4 Insofar as Boboli has already complied in part with its obligations under the agreement at the time the situation of force majeure arises or will be able to comply with this obligation, and the part that

has been or will be complied with has independent value, Boboli will have the right to invoice separately the part that has already been complied with or that will be complied with. The customer is obliged to pay this invoice as if it concerned a separate agreement.

Article 13 - Applicable law and disputes

- 13.1 The legal relationships between Boboli and the customer to which these conditions relate are governed exclusively by Dutch law, also in the event all or part of an obligation is complied with abroad. The applicability of the Vienna Sales Convention is excluded.
- 13.2 All disputes arising from offers or agreements, by whatever name, will be submitted to the judgment of the competent judge of the Midden-Nederland District Court.
- 13.3 The parties will not apply to the court until after they have made every effort to settle the dispute in mutual consultation.

Article 14 Changes and versions of the conditions

- 14.1 Boboli reserves the right to change these conditions unilaterally.
- 14.2 The version that applied at the time of the establishment of the relevant legal relationship with Boboli applies at all times. The customer is advised to check regularly whether Boboli has changed the conditions.
- 14.3 The conditions are available in Dutch, English, French and German versions. The Dutch versions prevails in case of differences.

Date of the conditions: 1 January 2019