

GENERAL TERMS AND CONDITIONS OF ONLINE SALES (B2C)

Article 1: Definitions

1. Bloombol B.V., based in Noordwijkerhout, KvK number 28091109, VAT number NL809880775B01 is referred to in these general terms and conditions as seller.
2. The seller's counterparty is referred to as buyer in these general terms and conditions.
3. The parties are seller and buyer together.
4. Contract refers to the purchase agreement between the parties.

Article 2: Applicability of general terms and conditions

1. These conditions apply to all quotations, offers, agreements and deliveries of services or goods by or on behalf of the seller.
2. Deviation from these conditions is only possible if expressly agreed in writing by the parties.

Article 3: Payment

1. The full purchase price is always paid immediately in the shop. For reservations, a deposit is expected in some cases. In this case, the buyer will receive proof of the reservation and the advance payment.
2. If the buyer fails to pay on time, he shall be in default. If the buyer remains in default, the seller shall be entitled to suspend the obligations until the buyer has fulfilled his payment obligation.
3. If the buyer remains in default, the seller will proceed with collection. The costs related to such collection shall be borne by the Buyer. These collection costs will be calculated on the basis of the Decree on compensation for extrajudicial collection costs.
4. In the event of liquidation, bankruptcy, attachment or suspension of payments of the buyer, the seller's claims against the buyer shall be immediately due and payable.
5. If the buyer refuses to cooperate with the seller's execution of the order, he is still obliged to pay the agreed price to the seller.

Article 4: Offers, quotations and price

1. Offers are non-binding, unless the offer states a deadline for acceptance. If the offer is not accepted within that deadline, the offer shall lapse.
2. Delivery times in offers are indicative and if exceeded do not entitle the buyer to dissolution or damages, unless the parties have expressly agreed otherwise in writing.
3. Offers and quotations do not automatically apply to repeat orders. The parties must agree this explicitly and in writing.
4. The price mentioned on offers, quotations and invoices consists of the purchase price including the VAT and any other government levies due.

Article 5: Right of withdrawal

1. After receiving the order, the consumer has the right to dissolve the agreement within 14 days without giving reasons (right of withdrawal). The period starts from the moment the (entire) order is received by the consumer.

2. There is no right of withdrawal when the products are custom-made to his specifications or have only a short shelf life.
3. The consumer may use a withdrawal form provided by the seller. The seller is obliged to make this available to the buyer immediately after the buyer's request.
4. During the reflection period, the consumer will handle the product and its packaging with care. He will only unpack or use the product to the extent necessary to assess whether he wishes to keep the product. If he exercises his right of withdrawal, he will return the unused and undamaged product with all delivered accessories and - if reasonably possible - in the original shipping packaging to the seller, in accordance with the reasonable and clear instructions provided by the entrepreneur.

Article 6: Modification of the agreement

1. If, during the execution of the agreement, it appears that for a proper execution of the assignment it is necessary to change or supplement the work to be performed, the parties shall adapt the agreement accordingly in good time and in mutual consultation.
2. If the parties agree that the agreement will be amended or supplemented, this may affect the time of completion of the execution. The seller shall inform the buyer of this as soon as possible.
3. If the amendment or supplement to the Agreement has financial and/or qualitative consequences, the Seller shall inform the Buyer thereof in writing in advance.
4. If the parties have agreed on a fixed price, the seller shall indicate the extent to which the amendment or supplement to the agreement will result in this price being exceeded.
5. Notwithstanding the provisions of the third paragraph of this article, the seller cannot charge additional costs if the amendment or supplement is the result of circumstances attributable to him.

Article 7: Completion and passing of risk

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

Article 8: Examination, complaints

1. The Buyer shall be obliged to examine the delivered goods, or have them examined, at the time of delivery, but in any event within as short a period as possible. In doing so, the Buyer shall examine whether the quality and quantity of the delivered goods are in accordance with what the parties have agreed, or at least whether the quality and quantity meet the requirements applicable to them in normal (business) transactions.
2. Complaints regarding damage, shortages or loss of delivered goods must be submitted in writing to the seller within 10 working days from the day of delivery of the goods by the buyer.
3. If the complaint is upheld within the specified period, the seller is entitled to either repair, redeliver or abandon delivery and send the buyer a credit note for that part of the purchase price.
4. Minor and/or industry-standard deviations and differences in quality, number, size or finish cannot be held against the seller.
5. Complaints relating to a particular product do not affect other products or parts belonging to the same agreement.

6. No complaints will be accepted after the goods have been processed at the buyer's premises.

Article 9: Samples and models

1. If a sample or model has been shown or provided to the buyer, it is assumed to have been provided as an indication only, without the good to be delivered having to correspond to it. This is different if the parties have explicitly agreed that the good to be delivered will correspond to it.
2. In contracts relating to immovable property, the indication of the surface area or other measurements and indications shall also be presumed to be intended only as an indication, without necessarily corresponding to the property to be delivered.

Article 10: Delivery

1. Delivery is 'ex-factory/shop/warehouse'. This means that all costs are borne by the buyer.
2. The Buyer shall be obliged to take delivery of the goods at the time the Seller delivers them or has them delivered to him, or at the time these goods are made available to him in accordance with the agreement.
3. If the buyer refuses to take delivery or fails to provide information or instructions necessary for delivery, the seller shall be entitled to store the item at the buyer's expense and risk.
4. If the goods are delivered, the seller is entitled to charge any delivery costs.
5. If the seller requires data from the buyer for the execution of the agreement, the delivery period shall commence after the buyer has made this data available to the seller.
6. A deadline for delivery given by the seller is indicative. It is never a deadline. If the term is exceeded, the buyer must give the seller written notice of default.
7. The Seller shall be entitled to deliver the goods in parts, unless the parties have agreed otherwise in writing or the partial delivery does not have any independent value. In the event of delivery in parts, the Seller shall be entitled to invoice these parts separately.

Article 11: Force majeure

1. If the seller cannot fulfil his obligations under the agreement, or cannot fulfil them on time or properly, due to force majeure, he shall not be liable for any damage suffered by the buyer.
2. By force majeure the parties mean in any case every circumstance which the seller could not take into account at the time the agreement was entered into and as a result of which the normal performance of the agreement cannot reasonably be required by the buyer, such as illness, war or threat of war, civil war and riots, acts of war, sabotage, terrorism, energy failure, flooding, earthquake, fire, occupation of premises, strikes, lock-outs, changed government measures, transport difficulties, and other disruptions in the seller's business.
3. Furthermore, the parties understand force majeure to mean the circumstance that supplying companies on which the seller depends for the performance of the agreement fail to fulfil their contractual obligations towards the seller, unless this is attributable to the seller.

4. If a situation as referred to above occurs as a result of which the seller cannot fulfil its obligations to the buyer, those obligations shall be suspended for as long as the seller cannot fulfil its obligations. If the situation referred to in the previous sentence has lasted 30 calendar days, the parties shall have the right to dissolve the agreement in full or in part in writing.
5. In case the force majeure continues for more than three months, the buyer has the right to dissolve the agreement with immediate effect. Dissolution can only be done by registered letter.

Article 12: 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 counts as a stipulation with effect under property law as referred to in Article 3:83(2) of the Civil Code.

Article 13: Retention of title and right of retention

1. The goods present at the Seller's premises and delivered goods and parts shall remain the Seller's property until the Buyer has paid the entire agreed price. Until then, the seller may invoke its retention of title and repossess the goods.
2. If the agreed advance payment amounts are not paid or not paid on time, the seller shall be entitled to suspend the work until the agreed part is still paid. There is then a creditor default. Delayed delivery cannot be held against the seller in this case.
3. The seller is not authorised to pledge or otherwise encumber the goods subject to its retention of title.
4. The seller undertakes to insure and keep insured the goods delivered to the buyer under retention of title against fire, explosion and water damage as well as against theft and to make the policy available for inspection on demand.
5. If goods have not yet been delivered, but the agreed advance payment or price has not been paid in accordance with agreement, the seller has the right of retention. The goods will then not be delivered until the buyer has paid in full and in accordance with the agreement.
6. In the event of liquidation, insolvency or suspension of payments of the buyer, the buyer's obligations shall be immediately due and payable.

Article 14: Liability

1. Any liability for damage arising from or related to the execution of an agreement shall always be limited to the amount paid out in the relevant case by the liability insurance(s) taken out. This amount shall be increased by the amount of the excess under the relevant policy.
2. Not excluded is the seller's liability for damage resulting from intent or deliberate recklessness on the part of the seller or its managerial subordinates.

Article 15: Duty to complain

1. The Buyer shall be obliged to immediately report complaints about the work carried out to the Seller. The complaint shall contain as detailed a description of the shortcoming as possible, so that the seller is able to respond adequately.
2. If a complaint is justified, the seller is obliged to repair and possibly replace the good.

Article 16: Guarantees

1. If guarantees are included in the agreement, the following shall apply. The seller guarantees that the goods sold comply with the agreement, that they will function without defects and that they are suitable for the use that the buyer intends to make of them. This guarantee applies for a period of two calendar years after receipt of the goods sold by the buyer.
2. The guarantee referred to is intended to create an allocation of risks between the seller and the buyer such that the consequences of a breach of guarantee are always entirely for the seller's account and risk and that the seller can never invoke Section 6:75 of the Dutch Civil Code in respect of a breach of guarantee. The provisions of the previous sentence shall also apply if the Buyer was aware or could have been aware of the breach by conducting an investigation.
3. The said guarantee does not apply when the defect has arisen as a result of injudicious or improper use or when - without permission - the buyer or third parties have made changes or tried to make changes or used the purchased item for purposes for which it is not intended.
4. If the guarantee provided by the seller relates to an item manufactured by a third party, the guarantee is limited to the guarantee provided by that manufacturer.

Article 17: Applicable law and competent court

1. Any agreement between the parties shall be governed exclusively by Dutch law.
2. The Dutch court in the district where Bloombol has its registered office/practice/office is exclusively competent to take cognisance of any disputes between the parties, unless the law imperatively requires otherwise.
3. The applicability of the Vienna Sales Convention is excluded.
4. If in legal proceedings one or more provisions of these general terms and conditions are deemed unreasonably onerous, the remaining provisions will remain in full force.