

## General terms and conditions Wegter Grootverbruik B.V. and its affiliated entities

### Content

Article 1 - Definitions .....	2
Article 2 - Identity of Wegter Grootverbruik .....	3
Article 3 - General provisions.....	3
Article 4 - The offer.....	3
Article 5 - The Agreement .....	4
Article 6 - Right of withdrawal .....	4
Article 7 - exercise of the right of withdrawal.....	5
Article 8 - Dissolution and notice periods.....	5
Article 9 - Liability.....	6
Article 10 - Force majeure .....	7
Article 11 - Warranty .....	8
Article 12 - Sample .....	9
Article 13 - Deviations .....	9
Article 14 - Credit limit and credit check.....	10
Article 15 - Fees/Prices.....	10
Article 16 - Payment and invoicing .....	11
Article 17 - Adjusted payment terms.....	11
Article 18 - Delivery of Product(s) .....	12
Article 19 - Delivery times.....	13
Article 20 - Return shipments .....	13
Article 21 - Changes in delivery costs .....	14
Article 22 - Complaints.....	14
Article 23 - Transfer.....	14
Article 24 - Retention of title.....	15
Article 25 - Intellectual property.....	15
Article 26 – Management .....	16
Article 27 - Confidentiality.....	17
Article 28 - Employee clause .....	17
Article 29 - Exclusivity .....	18
Article 30 - Applicable law and choice of forum.....	18
Article 31 - Survival .....	18
Article 32 - Amendment or supplementation .....	18

## Article 1 - Definitions

In these general terms and conditions, the following definitions shall apply:

1. Wegter Grootverbruik B.V. (hereinafter "Wegter Grootverbruik"): the company as defined in article 2 of these general terms and conditions, hereinafter "Wegter Grootverbruik";
2. Counterparty: the Party with which Wegter Grootverbruik has entered into an Agreement or which is in negotiations with Wegter Grootverbruik about it;
3. Consumer: a natural person not acting in the course of his trade, business, craft or profession;
4. Agreement: any agreement/assignment between Wegter Grootverbruik and the Counterparty to supply Product(s) by Wegter Grootverbruik to the Counterparty;
5. Party(ies): The Counterparty and Wegter Grootverbruik together or each as an individual contracting party;
6. Sample: an indicative example of a/the Product(s) provided by Wegter Grootverbruik to the Counterparty for the purpose of assessing the quality, colour, size or other characteristics of the Product(s) to be delivered, without guaranteeing that the Product(s) ultimately delivered will correspond exactly to the Sample provided;
7. Written(e): notification by e-mail;
8. Third party/parties: natural or legal persons who are not part of the Agreement;
9. Carrier: an external party or company engaged by Wegter Grootverbruik to transport, deliver or collect the Product(s) to the Counterparty or a location designated by the Counterparty;
10. Product(s): the Product(s) offered by Wegter Grootverbruik, including but not limited to table and kitchen Product(s), garden furniture, catering supplies, cleaning supplies, office supplies, restaurant and bar supplies, hygiene and sanitary Product(s), packaging materials and catering supplies;
11. Contractual agreement: a contractual arrangement between the Parties that entails mutual obligations and is aimed at continuous performance;
12. Credit Limit: This is the maximum amount the (business) Counterparty is allowed to purchase on account. The Credit Limit is determined on the basis of a Credit Check and is reviewed periodically by Wegter Grootverbruik.
13. Delivery Costs: the costs associated with the transportation of Product(s) from Wegter Wholesale to the Counterparty, the rates being set by Wegter's Carrier and adjusted monthly;
14. Abnormal return: a return of Product(s) where, due to specific properties such as the nature, characteristics and/or size of the Product(s), standard shipping methods are not applicable. This situation may lead to exceptionally high return costs. In this case, estimated return costs are defined as amounts substantially higher than usual, with a range between certain set values. Estimated return costs fall between €50 and €1000, but may possibly - depending on the circumstances of the case - be higher.
15. Credit Check: an assessment of the creditworthiness of the Counterparty, carried out by Wegter Grootverbruik or a Third Party(ies) designated by them, for the purpose of determining the Credit Limit and assessing the financial risk associated with entering into an Agreement with the Counterparty.

## Article 2 - Identity of Wegter Grootverbruik

Company name: Wegter Grootverbruik B.V. (and its affiliated entities of Wegter Grootverbruik conducting business under this trade name);  
Street name and number: Deventerstraat 11;  
Postcode and place of business: 7575 Oldenzaal;  
Chamber of Commerce number: 06061546.

## Article 3 - General provisions

1. These general terms and conditions apply to every offer and all (legal) acts of Wegter Grootverbruik and to every Agreement concluded between Wegter Grootverbruik and the Counterparty.
2. If the Agreement is concluded electronically, then, contrary to the previous paragraph and before the Agreement is concluded, the text of these general terms and conditions may be made available to the Counterparty electronically in such a way that it can be easily stored by the Counterparty on a durable data carrier. If this is not reasonably possible, before the Agreement is concluded it will be indicated where the general terms and conditions can be inspected electronically and that at the request of the Counterparty they will be sent electronically or otherwise free of charge.
3. Unless expressly agreed otherwise and in Writing, the applicability of other general terms and conditions is excluded.
4. Deviations or additions to these general terms and conditions shall only be valid if expressly agreed in Writing.
5. If Wegter Grootverbruik does not always require strict compliance with these General Terms and Conditions, this does not mean that the provisions thereof do not apply, or that Wegter Grootverbruik would to any extent lose the right to require strict compliance with the provisions of these General Terms and Conditions in other cases.
6. If and to the extent that any provision of these general terms and conditions cannot be invoked on the grounds of reasonableness and fairness or its unreasonably onerous nature, the provision in question shall in any event be accorded a meaning corresponding as far as possible to its content and scope, so that it can be invoked.
7. Wegter Grootverbruik cannot guarantee that the work it carries out will always achieve the result desired by the Counterparty. The accepted order leads to an obligation to perform to the best of one's ability and not to an obligation to achieve a result.
8. Wegter Grootverbruik is entitled to engage Third Party(ies) for the performance of the Agreement.
9. The effect of Articles 7:404 and/or 7:407(2) of the Civil Code (hereinafter "BW") is/are excluded.

## Article 4 - The offer

1. All offers (quotations, quotations, brochures and price lists) are in principle without obligation, unless otherwise agreed in Writing.
2. If an offer has a limited period of validity or is made subject to conditions, this will be expressly stated in the offer.
3. The offer contains a complete and accurate description of the Product(s) offered. The description is sufficiently detailed to allow a proper assessment of

the offer by the Counterparty. Obvious mistakes or obvious errors regarding, for example, amounts stated are not binding on Wegter Grootverbruik.

## Article 5 - The Agreement

1. The Agreement is concluded at the moment of acceptance by the Counterparty of the offer and the fulfilment of the conditions (if any) set therein.
2. If any provision of these general terms and conditions or an Agreement turns out to be invalid or is nullified, this shall not affect the validity of the entire general terms and conditions or Agreement. The parties shall consult in order to agree on a new provision to replace the void or voided provision, taking into account as much as possible the purpose and meaning of the void or voided provision.
3. Wegter Grootverbruik reserves the right not to execute an Agreement entered into, for instance if it has reasonable doubt or information that the Counterparty will not (be able to) fulfil its (financial) obligations. If Wegter Grootverbruik refuses, it will notify the Counterparty of the refusal In Writing within a reasonable period after the conclusion of the Agreement.
4. The Counterparty's right of suspension and right of set-off are excluded if the Counterparty acts in the exercise of a profession or business, unless the Counterparty acts as a Consumer.
5. These general terms and conditions also apply to future, additional and/or follow-up orders.
6. If the Counterparty has accepted the offer electronically, Wegter Grootverbruik will immediately confirm receipt of acceptance of the offer electronically.

## Article 6 - Right of withdrawal

1. A Consumer may rescind a distance Contract or a Contract concluded outside the sales area without giving reasons within a period of 14 (fourteen) days. This period begins to run:
  - a. in the case of consumer purchases: the day on which the Consumer or a Third Party(ies) designated by the Consumer, who is not the Carrier, received the item.
2. If the Product(s) offered by Wegter Grootverbruik are made according to specific instructions or customised for Consumers, those Product(s) are intended exclusively for that individual Buyer. On this basis, the right of withdrawal is excluded for those Product(s).
3. The exclusion referred to in paragraph 2 takes effect at the moment when Wegter Grootverbruik can no longer cancel its required order for the Agreement from its supplier can no longer cancel free of charge.
4. If a Consumer can exercise their right of withdrawal, the Consumer must arrange for the Product to be returned.
5. For Abnormal returns, where the nature, characteristics and/or size of the return shipment do not allow the use of standard shipping methods or the return shipment results in exceptionally high return costs, the estimated return costs will be between €50 (fifty) and €1000 (thousand) euros. Wegter Grootverbruik will inform the Consumer in Writing in advance of the specific return costs within this range. The Consumer is responsible for paying these return costs, unless Wegter Grootverbruik agrees to bear all or part of these costs.

6. The right of withdrawal expressly does not apply if the Counterparty is not a Consumer.

## Article 7 - exercise of the right of withdrawal

1. If the Consumer wishes to exercise the right of withdrawal, he/she must notify Wegter Grootverbruik of this within the cooling-off period using the return form.
2. Consumer shall return the Product(s) as soon as possible, but at the latest within 14 (fourteen) days after he/she has expressed his/her wish to exercise the right of withdrawal.
3. The Consumer shall return the Product(s) as soon as possible, but not later than 14 (fourteen) days after he/she has made it known that he/she wishes to exercise the right of withdrawal. The Consumer shall return the Product(s) with all delivered accessories, if reasonably possible in the original condition and packaging, and in accordance with the reasonable and clear instructions provided by Wegter Grootverbruik.
4. The risk and burden of proof for the correct and timely exercise of the right of withdrawal lies with Consumer.
5. Consumer shall bear the direct cost of returning the Product(s), even if there is an Abnormal return.
6. During the reflection period, Consumer shall handle the Product(s) with care and Consumer shall only unpack or use the Product(s) to the extent necessary to test the Product(s). In doing so, Consumer may test the Product(s) as he/she might do in a shop.
7. If Consumer acts in violation of this article, Consumer shall be liable for the decrease in value and/or damage of or to the Product(s).

## Article 8 - Dissolution and notice periods

1. If the Counterparty fails to fulfil one or more of his obligations, fails to fulfil them on time or properly, is declared bankrupt, applies for a (temporary) moratorium and/or suspension of payments, proceeds to wind up his business, as well as when his assets are seized in whole or in part Wegter Grootverbruik has the right to suspend performance of the Agreement or to terminate and/or rescind the Agreement by operation of law and without prior notice of default, in whole or in part, by means of a Written declaration, at its discretion and always without prejudice to any right it may have to compensation for costs, damages and interest.
2. If the Agreement ends due to force majeure, as referred to in article 10 of these general conditions, Wegter Grootverbruik is entitled to payment for the hours already worked or investments made at the time of the termination of the Agreement.
3. Termination of an Agreement, if it concerns a Continuous Agreement, shall be effected In Writing and subject to a notice period of 1 (one) month if the Agreement is terminated within the first running year of the Agreement. In the second running year of the Agreement, a notice period of 2 (two) months must be observed. From the third running year of the Agreement, the notice period to be observed is 6 (six) months.

## Article 9 - Liability

In case the Counterparty is a Consumer:

1. The total liability of Wegter Grootverbruik is limited to compensation for damages up to the amount of the fee stipulated for that Agreement (excluding VAT). Under no circumstances will the total compensation for damages exceed the amount to be paid out by Wegter Grootverbruik's liability insurance.
2. Not limited is the liability of Wegter Grootverbruik for damages resulting from intent or deliberate recklessness of Wegter Grootverbruik.
3. Wegter Wholesale is responsible for the quality and conformity of the Product(s) delivered to the Consumer.
4. Should there be any defects in the Product(s) supplied by Third Party(ies) or suppliers, Wegter Grootverbruik will make every effort to solve this problem. This may include Wegter Grootverbruik engaging the manufacturer or supplier to remedy the defect in the Product(s).
5. The Consumer has the option to report any defects or problems with the Product(s) directly to Wegter Grootverbruik.
6. However, Wegter Grootverbruik is not liable for any direct and indirect damages resulting from improper use of the Product(s) by the Consumer.
7. Wegter Grootverbruik shall endeavour to resolve any defects in the Product(s) and/or problems in a manner that is fair and reasonable for both Parties, and will always respect the rights and interests of the Consumer as set out in applicable law.

In case the Counterparty acts in the exercise of profession or business:

8. Wegter Grootverbruik is not liable for indirect and direct damages. Not excluded is the liability of Wegter Grootverbruik for damages resulting from intent or deliberate recklessness of Wegter Grootverbruik.
9. If Wegter Grootverbruik can nevertheless be held liable in a specific case, regardless of the provisions of this article, this will only apply to direct damage. In such cases, the total liability of Wegter Grootverbruik will be limited to compensation of damages up to the amount of the fee stipulated for that Agreement (excluding VAT).
10. The amount of compensation shall never exceed the amount paid out by Wegter Grootverbruik's liability insurance.
11. If Wegter Grootverbruik can nevertheless be held liable for direct damage, direct damage is understood to mean exclusively:
  - a. reasonable costs which the Counterparty would have to incur to have the performance of Wegter Grootverbruik comply with the Agreement; however, such replacement damage shall not be compensated if the Agreement is dissolved by or on the claim of the Counterparty;
  - b. reasonable costs incurred by the Counterparty for keeping its old system(s) and related facilities operational for a longer period of time as a result of Wegter Grootverbruik's failure to deliver on a final delivery date binding on it less any savings resulting from the delayed delivery;
  - c. reasonable costs incurred to determine the cause and extent of the damage insofar as the determination relates to damage within the meaning of these general terms and conditions;

- d. reasonable costs incurred to prevent or limit damage insofar as the Counterparty demonstrates that these costs led to a limitation of damage within the meaning of these general terms and conditions.
12. The Counterparty shall indemnify Wegter Grootverbruik against any claims of Third Party(ies), who suffer damage in connection with the performance of the Agreement.
13. If the Agreement is a continuing performance agreement with a term of more than 6 (six) months, the fee stipulated for that Agreement shall be set at the total fees (excluding VAT) of the past 6 (six) months prior to the event causing damage.
14. A condition for the creation of any right to compensation is always that the Counterparty reports the loss in Writing to Wegter Grootverbruik as soon as possible after it arises. Any claim for damages against Wegter Grootverbruik will lapse by the mere expiry of 12 (twelve) months after the claim arose.
15. Wegter Grootverbruik is not liable for damage caused by auxiliary persons as referred to in Art. 6:76 of the Dutch Civil Code.
16. Wegter Grootverbruik is not liable for damages, of whatever nature, because Wegter Grootverbruik has relied on incorrect and/or incomplete data provided by the Counterparty or if the Counterparty has been late in providing such data.
17. Wegter Grootverbruik is not liable for any defects in Product(s) supplied by Third Party Parties or suppliers. Wegter Grootverbruik is also not liable for any damages resulting from the use of such Product(s).
18. the Counterparty indemnifies Wegter Grootverbruik against all claims, costs, damages and expenses arising from or related to defects in Product(s) supplied by Third Parties or Suppliers.

## Article 10 - Force majeure

1. In addition to the provisions of Section 6:75 of the Dutch Civil Code, failure on the part of Wegter Grootverbruik to fulfil any obligation towards the Counterparty may not be attributed to Wegter Grootverbruik in the event of circumstances beyond its control, as a result of which the fulfilment of its obligations towards the Counterparty is wholly or partly impeded or as a result of which the fulfilment of its obligations cannot reasonably be required of Wegter Grootverbruik. Such circumstances include defaults by suppliers or other third parties, shortages and/or defects in raw materials and materials with which the Product(s) must be manufactured or delivered, (power) failures, computer viruses, extreme weather conditions, fire (danger), (imminent) danger of war, pandemics epidemics, quarantines, sick leave or disability within the organisation of Wegter and/or third parties engaged by it, strikes within or outside the organisation of Wegter, government measures, situations as a result of which deliveries cannot be made, the cause of which cannot reasonably be influenced by Wegter (e.g.: weather conditions) and breakdowns of goods or services, weather conditions and breakdowns of bicycles and equipment with which Product(s) are to be transported or assembled.
2. If a situation as referred to in paragraph 1 of this Article arises as a result of which Wegter Grootverbruik is unable to fulfil its obligations towards the Counterparty, those obligations will be suspended for as long as Wegter Grootverbruik is unable to fulfil its obligations. If the force majeure situation

has lasted for 30 (thirty) calendar days, both Parties are entitled to terminate the Agreement In Writing in full or in part. In that case, Wegter Grootverbruik will not be obliged to compensate any loss, even if Wegter Grootverbruik enjoys any advantage as a result of the force majeure situation.

## Article 11 - Warranty

1. Wegter Grootverbruik warrants that the Product(s) comply with the Agreement, the specifications stated in the offer, the reasonable requirements of soundness and/or usability and the statutory provisions and/or government regulations existing on the date of the conclusion of the Agreement. In addition, appropriate for the use of the Product(s) specified by Wegter Grootverbruik or that which is explicitly mentioned in the Agreement. In the case of established defects, in Wegter's opinion, Wegter Grootverbruik will take care of replacing the Product(s) free of charge or refunding the purchase price, provided that the purchased Product(s)/items have not yet been processed.
2. The warranty period for Wegter Grootverbruik's Product(s) is a reasonable one.
3. What is considered 'reasonable' depends on the nature of the Product(s), the cost, the brand, and the expectations created by the Counterparty.
4. If a Product(s) has been supplied to Wegter Grootverbruik by a supplier, manufacturer or Third Party(ies), the warranty established by that party shall apply to that specific Product(s).
5. The warranty lapses and the right to repair, replacement or compensation of Product(s) is excluded if:
  - a. The Counterparty has installed, repaired and/or modified the delivered Product(s) itself, or has had it installed, repaired and/or modified by Third Party(ies);
  - b. The delivered Product(s) have been exposed to abnormal conditions or otherwise carelessly treated or have been treated contrary to the instructions of Wegter Grootverbruik and/or on the packaging;
  - c. The defectiveness of the Product(s) is entirely or partially the result of regulations imposed or to be imposed by the government on the nature or quality of the materials used;
  - d. The defects or non-conformity are the result of improper use, improper storage, inadequate maintenance, normal wear and tear, or non-compliance by the Counterparty with the user instructions provided by Wegter Grootverbruik;
  - e. The Product(s) have been stored for longer than is reasonable, given the circumstances, and it is likely that a loss of quality has occurred as a result;
  - f. 6 (six) months have elapsed since delivery;
  - g. If Wegter Grootverbruik has not received a corresponding warranty from our suppliers or manufacturers for the Product(s) or materials in question.



## Article 12 - Sample

1. A Sample, as defined in these General Terms and Conditions, may be provided at the request of the Counterparty as an indicative sample of the Product(s) for the purpose of assessing the quality, colour, size or other characteristics of the Product(s) to be delivered.
2. The Sample is provided without guarantee that the Product(s) ultimately delivered will correspond exactly to the Sample provided. It serves only as an indicative representation of the Product(s) to be delivered.
3. Wegter Grootverbruik shall endeavour to ensure that the Product(s) eventually delivered correspond as closely as possible to the Sample provided. However, minor deviations in colour, size, quality and other characteristics between the Sample and the Product(s) delivered are permissible, provided these deviations are not significant.
4. Any deviations between the Sample and the Product(s) delivered shall not constitute grounds for rejection, discount, rescission of the Agreement or damages, unless these deviations are substantial and have a significant effect on the functionality or appearance of the Product(s).
5. These deviations are considered non-significant if they have no appreciable effect on the functionality, usability, appearance or overall quality of the Product(s) delivered. For example, a minor colour variation that does not substantially change the appearance of the Product(s) or a minor deviation in size that does not affect the usability of the Product(s) could be considered non-significant.
6. It is the responsibility of the Counterparty to assess the Sample thoroughly before entering into the Agreement. Wegter Grootverbruik is not liable for any direct and indirect damage and/or dissatisfaction of the Counterparty with the delivered Product(s) that could have been prevented by a careful assessment of the Sample.
7. Wegter Grootverbruik shall at all times have the decisive vote in assessing whether deviations between the Sample and the Product(s) delivered are to be considered minor.

## Article 13 - Deviations

1. Deviations between the Product(s) delivered on the one hand and the Sample on the other hand, or the Product(s) as shown on the website, brochures, price lists, etc., may not constitute grounds for rejection, discount, rescission of the Contract or compensation, if these deviations are of minor importance.
2. Deviations between the Product(s) delivered, on the one hand, and the Sample, on the other hand, cannot constitute grounds for rejection, discount, rescission of the Contract or compensation if these deviations are of minor importance.
3. When assessing whether deviations are to be considered minor, a representative sample will be taken from the Product(s), unless it concerns individually determined Product(s). In the latter case, no representative sample from the Product(s) will be considered.
4. It is possible that Wegter sometimes (unknowingly) delivers slightly more or less Product(s) than the Parties have jointly agreed. This is called an over-delivery or under-delivery. This is permitted, if this more or less delivery does not amount to more or less than the following percentages:

- a. 10% (ten per cent) for a circulation of up to 20,000 (twenty thousand) units;
  - b. 5% (five per cent) for a circulation of 20,000 (twenty thousand) or more units.
5. The more or less number of Product(s) delivered will be charged to the Counterparty or settled with the Counterparty.
6. Wegter shall at all times have the decisive vote in assessing whether deviations from the delivered Product(s) are to be considered minor.

## Article 14 - Credit limit and credit check

1. Wegter Grootverbruik reserves the right to conduct a Credit check on a (new) Party, Consumer, and/or Counterparty to assess their creditworthiness.
2. On the basis of the Credit Check, Wegter Grootverbruik may set a Credit Limit for the Counterparty, which represents the maximum amount the Counterparty may open/purchase on account with Wegter Grootverbruik.
3. The established Credit Limit is used internally and may be revised periodically by Wegter Grootverbruik based on changes in the financial situation or payment behaviour of the Counterparty.
4. If the Counterparty exceeds or threatens to exceed the Credit Limit, Wegter Grootverbruik may take appropriate measures at its discretion, including suspending further deliveries or requiring advance payment or security from the Counterparty.
5. Wegter Grootverbruik is not liable for any damage arising from the establishment, amendment or maintenance of the Credit Limit, or from the taking of measures in connection with the exceeding of the Credit Limit by the Counterparty.
6. The Counterparty must immediately inform Wegter Grootverbruik of any changes in its financial situation that may affect its Credit Limit or payment obligations towards Wegter Grootverbruik.

## Article 15 - Fees/Prices

1. The primary currency used by Wegter Grootverbruik is the Euro. All amounts stated are therefore in principle in Euros, exclusive of VAT and any other levies imposed by the government, unless explicitly agreed otherwise in Writing.
2. Wegter Grootverbruik reserves the right to apply an inflation adjustment 4 (four) times a year.
3. The agreed amounts are based on cost-determining factors at the time of the offer. Wegter Grootverbruik reserves the right, 3 (three) months after the conclusion of the Agreement, to pass on to the Counterparty any changes in cost price determining factors over which Wegter Grootverbruik cannot reasonably exercise any control, such as increases in excise duty, social security charges, insurance premiums or turnover tax, up to a maximum of 20% of the original amount.
4. Wegter Grootverbruik is also entitled to increase the amounts, as mentioned in the offer, above the maximum of 20% as mentioned in the previous paragraph. In that case, the Counterparty has a right of immediate termination at the time the price change takes effect. Wegter Grootverbruik will always notify the Counterparty of such a price change 1 (one) month before the price change is implemented.

5. A composite quotation does not oblige Wegter Grootverbruik to perform part of the Agreement at a corresponding part of the quoted amount.
6. Discounts and quoted amounts do not automatically apply to future Agreements.

## Article 16 - Payment and invoicing

1. Insofar as not otherwise provided for in the Agreement or additional terms and conditions, the amounts due by the Counterparty must be paid within 14 (fourteen) days from the invoice date.
2. The Counterparty has a duty to report inaccuracies in payment details provided or stated immediately to Wegter Grootverbruik.
3. If the Counterparty fails to fulfil its payment obligation(s) in time, it will be notified of the late payment by Wegter Grootverbruik and the Counterparty will be given a period of 7 (seven) days to still fulfil its payment obligations. After failing to make payment within this seven-day period, the Counterparty will be in default. As a result, the Counterparty will owe statutory (commercial) interest on the outstanding amount. In addition, Wegter Grootverbruik is entitled to charge the extrajudicial collection costs it has incurred.
4. In the case of an Agreement with a Consumer, the period in the previous paragraph of this article is 14 (fourteen) days.
5. In case of (reasonable prospect of) bankruptcy, liquidation or suspension of payments or debt restructuring under the WSNP, Wegter Grootverbruik's claims on the Counterparty and the Counterparty's obligations to Wegter Grootverbruik shall be immediately due and payable.
6. Payments made by the Counterparty shall always serve firstly to settle all interest and costs due, secondly to settle payable invoices that have been outstanding the longest, even if the Counterparty indicates that the payment relates to a later invoice.

## Article 17 - Adjusted payment terms

1. Wegter Grootverbruik reserves the right to apply adjusted payment terms for the Counterparty, especially in situations where there is uncertainty about the Counterparty's payment obligations. This adjusted payment arrangement involves splitting the payment of the Agreement into two parts: a down payment and a residual payment.
2. If modified payment terms are applicable, as indicated in paragraph 1 of this article, Wegter Grootverbruik reserves the right to ask for a deposit when confirming the Agreement. This down payment, a percentage of the total amount of the Agreement, is reasonably determined by Wegter Grootverbruik and may vary. By making this payment, the Counterparty confirms acceptance of the Agreement. This then enables Wegter Grootverbruik to start processing and delivery of the Product(s).  
In the case of a Consumer, the down payment shall not exceed 50% (fifty) per cent of the total amount.
3. The remaining amount of the total amount of the Agreement shall, unless the Parties have agreed otherwise in writing, be paid by the Counterparty upon delivery of the ordered Product(s). Only upon receipt of full payment, ownership of the delivered Product(s) shall be transferred to the Counterparty.
4. Wegter Grootverbruik reserves the right to suspend the delivery of the ordered Product(s) if the down payment or the balance payment is not paid on time.

5. After the first Agreement or in cases where Wegter Grootverbruik does not apply customised payment terms, the standard payment terms of Wegter Grootverbruik, as set out in the other articles of these General Terms and Conditions, shall apply.

## Article 18 - Delivery of Product(s)

1. Unless otherwise agreed, all deliveries are made in accordance with Incoterms 2020, FCA (Free Carrier) from the Oldenzaal warehouse. The place of delivery is the address made known to Wegter Grootverbruik by the Counterparty. For consignments with a net goods value above € 500.00 (five hundred) euro within the Netherlands, delivery is free domicile, provided that Wegter's regular forwarder or own transport can be used and no special conditions and/or discounts apply to the offers and/or order confirmations. For shipments outside the Netherlands, different carriage paid amounts, transport costs and delivery times apply; these are available on request.
2. The place of delivery is the address that the Counterparty has made known to Wegter Grootverbruik. If delivery of the Product(s) is made from a place designated for that purpose by Wegter Grootverbruik, by handing the Product(s) over to the Counterparty or to the Transporters engaged by the Counterparty, that place shall be deemed to be the address of delivery.
3. Wegter Grootverbruik is entitled to deliver in parts or to wait with delivery until the entire order is ready. If necessary, consultation will be held with the Counterparty. In case of partial deliveries Wegter Grootverbruik is entitled to invoice the Product(s) already delivered immediately.
4. By signing the delivery note the Counterparty declares to have taken delivery of the Product(s) and to have received from Wegter Grootverbruik the Product(s) described on the delivery note, under the obligation to pay
5. If delivery of the ordered Product(s) proves impossible, Wegter Grootverbruik will endeavour to make the replacement Product(s) available. Upon delivery at the latest, but if possible before shipment, the delivery of the replacement Product(s) will be notified in a clear and comprehensible manner. The right of withdrawal cannot be excluded for the replacement Product(s). The costs of any return shipment shall be borne by Wegter Grootverbruik.
6. All delivery periods are indicative. The Counterparty cannot derive any rights from any terms mentioned. Exceeding a term does not entitle the Counterparty to damages.
7. The risk of loss, destruction and/or damage to the Product(s) shall pass to the Counterparty after delivery of the Product(s), unless expressly agreed otherwise. Wegter Grootverbruik assumes the risk of breakage of glass, porcelain and earthenware and other transport damage at a separate calculation of 1% (one) of the purchase price unless the Counterparty declares in Writing in good time beforehand that it will bear this risk itself.
8. The Counterparty shall be obliged to check the packaging of the Product(s) delivered upon receipt. If damage is observed, or can reasonably be observed, the Counterparty must note its findings on the waybill and hold the Freight Forwarder liable for damage in Writing immediately or in good time.
9. To prevent damage during transport, certain Product(s) may need to be assembled on arrival. Any resulting costs shall be borne by the Counterparty.

## Article 19 - Delivery times

1. Although the specified delivery dates will be observed as far as possible by Wegter Grootverbruik, they are merely indications and are expressly not binding on Wegter Grootverbruik. Unless otherwise agreed in writing, the delivery period specified by Wegter Grootverbruik should never be regarded as a deadline.
2. The delivery time will be specified by Wegter Grootverbruik as accurately as possible. Wegter Grootverbruik will make every effort to perform within the specified time. However, the Counterparty is not entitled to any damages and/or dissolution in the event that the specified delivery time is exceeded, unless this has been expressly agreed, or if such excess is the direct and immediate result of gross negligence or carelessness on the part of Wegter Grootverbruik.
3. If the Counterparty requires a specific time for delivery, which differs from the standard delivery terms, this can be requested from Wegter Grootverbruik. Additional costs may be charged for this delivery. Wegter Grootverbruik will endeavour to comply with these requests, although it cannot be guaranteed that every request can be met. Additional costs resulting from this adjustment, such as urgent shipments or special packaging, will be charged to the Counterparty. The Counterparty will be informed in advance of the extent of these additional costs and must agree to them before Wegter Grootverbruik arranges the adjusted delivery.
4. On account of exceeding the delivery time, the Counterparty cannot cancel its order or refuse receipt and/or payment of the goods (the Product(s)).
5. If the delivery term is exceeded, the Counterparty is entitled to grant Wegter Grootverbruik a reasonable period for compliance by registered letter, which period shall in any case not be shorter than 2 (two) weeks from the date of receipt of the registered document by Wegter Grootverbruik.
6. Only after violation of the fatal term (paragraph 4), the Counterparty is entitled to dissolve the Agreement. However, Wegter Grootverbruik shall in no case be obliged to pay any damages.

## Article 20 - Return shipments

1. If the Counterparty wishes to return the Product(s), it must first notify and contact Wegter Grootverbruik. Returns made without prior communication and approval of Wegter Grootverbruik will not be accepted. Product(s) that have been partially or fully processed, damaged, or whose packaging is missing or damaged are not eligible for return.
2. The Counterparty is fully responsible for the cost of return and/or Abnormal return of the defective or non-conforming Product(s). However, Wegter Grootverbruik will, in consultation with the Counterparty, try to find a favourable solution, such as reimbursing part of the return costs, supplying replacement Product(s) without additional shipping costs, or offering compensation. However, Wegter Grootverbruik is not obliged to make such compensation to the Counterparty.

## Article 21 - Changes in delivery costs

1. Wegter Grootverbruik reserves the right to periodically adjust delivery charges based on its Carrier's tariffs. Such adjustments usually take place at the end of the month.
2. Wegter Grootverbruik will clearly and prominently state the changed delivery costs on its website and in any other relevant communication channels, so that the Counterparty is aware of the current delivery costs before the Counterparty places an order.
3. The amended delivery charges will apply to all orders placed after the new rates take effect. Orders placed before the effective date of the amended rates will still be invoiced based on the delivery charges applicable at the time of placing the order.
4. The Counterparty must pay the delivery costs as part of the payment for their order. Failure to pay the delivery fee may result in a delay or suspension of the delivery of the ordered Product(s) .

## Article 22 - Complaints

1. The Counterparty may no longer invoke a defect in the performance if he has not protested to Wegter Grootverbruik about it within 2 (two) months after he has discovered or reasonably should have discovered the defect. If the Counterparty discovers that the Product(s) delivered do not satisfy the Agreement, are defective or damaged, the Counterparty must report this in Writing to Wegter Grootverbruik within 14 (fourteen) days after delivery, stating a clear description of the problem.
2. If and insofar as nothing has been expressly agreed with regard to the quality, the Counterparty can only claim a quality in accordance with what is normal and customary in the trade of the good concerned.
3. The Counterparty must give Wegter Grootverbruik at least 4 (four) weeks to resolve the complaint by mutual agreement.
4. If a Counterparty fails to report a complaint to Wegter Grootverbruik within the stipulated periods of the foregoing provisions, the product is deemed to comply with the Agreement and to function in accordance with the Agreement. If the Counterparty fails to report defects or non-conformity within the stipulated period of two weeks, the right to claim repair, replacement or compensation will lapse.
5. Complaints do not suspend the Counterparty's payment obligation if the Counterparty is acting in the exercise of a profession or business.
6. The Counterparty shall be obliged to check the packaging of the goods delivered upon receipt. If damage is observed, or can reasonably be observed, the Counterparty must note its findings on the waybill and hold the Freight Forwarder liable for damage in Writing immediately or in good time.

## Article 23 - Transfer

1. Rights and obligations of the Counterparty under this Agreement cannot be transferred without the prior Written consent of the Counterparty. This provision is deemed to be a clause with effect under property law as referred to in Section 3:83(2) of the Dutch Civil Code.

## Article 24 - Retention of title

1. Ownership of all goods sold and delivered by Wegter Grootverbruik to the Counterparty remains with Wegter Grootverbruik:
  - a. as long as the Counterparty has not paid claims under the Agreement or previous or subsequent similar Agreements;
  - b. as long as the Counterparty has not yet paid for the work performed or to be performed under these or similar Agreements;
  - c. and as long as the Counterparty has not yet paid Wegter Grootverbruik's claims for failure to perform such obligations, including claims relating to fines, interest and costs, all as referred to in Article 3:92 of the Dutch Civil Code.
2. the Counterparty is not authorised to pledge or otherwise encumber the items subject to retention of title.
3. When exercising the retention of title Wegter Grootverbruik will be entitled to unhindered access to the Product. The Counterparty will fully cooperate with Wegter Grootverbruik in order to enable Wegter Grootverbruik to exercise its retention of title by repossessing the Product, including any dismantling required for that purpose. The Counterparty hereby unconditionally and irrevocably authorises Wegter Grootverbruik or a Third Party to be appointed by Wegter Grootverbruik, in all cases where Wegter Grootverbruik wishes to exercise its ownership rights, to enter all those places where the property will then be located and to take the goods with it.
4. If the Counterparty has acquired ownership of the goods delivered under retention of title by way of accession or mixing and the Counterparty has not yet paid the claims referred to in paragraph 1, the Counterparty shall be obliged at Wegter Grootverbruik's request to transfer ownership of the delivered goods back to Wegter Grootverbruik. If this requires the establishment of a right of superficies as referred to in Article 5:101 of the Dutch Civil Code, the Counterparty will be obliged to cooperate in this.
5. If third party(ies) seize goods delivered under retention of title or wish to establish or assert rights thereon, the Counterparty is obliged to inform Wegter Grootverbruik as soon as may reasonably be expected.

## Article 25 - Intellectual property

1. All intellectual property rights pertaining to and/or resulting from the Agreement performed by Wegter Grootverbruik are vested in Wegter Grootverbruik. The Counterparty only acquires the non-exclusive and non-transferable rights of use expressly granted by these general conditions and the law. Any other or further rights of the Counterparty are excluded.
2. The documents provided by Wegter Grootverbruik to the Counterparty are exclusively intended to be used by the Counterparty. The Counterparty is not permitted to disclose and/or reproduce information obtained in any form whatsoever. This includes processing, selling, making available, distributing and integrating - whether or not after processing - in networks, except that such disclosure and/or reproduction is permitted In Writing by Wegter Grootverbruik and/or such disclosure and/or reproduction arises from the nature of the Agreement with Wegter Grootverbruik.
3. Unless otherwise agreed, the Counterparty is not authorised to grant sub-licences to Third Party(ies).

4. Wegter Grootverbruik has the right to use the name and logo of the Counterparty as a reference or promotion.
5. The Counterparty shall indemnify Wegter Grootverbruik against claims of Third Party(ies) concerning intellectual property rights.
6. If the Counterparty acts in violation of paragraph 1 of this provision, the Counterparty shall, irrespective of whether the violation can be attributed to the Counterparty and without prior notice of default or legal proceedings, immediately owe a penalty of €20,000,- (twenty thousand euros) for each violation. Furthermore, for each day that the violation continues, the Counterparty shall owe a penalty of €250 (two hundred and fifty) euro per day, up to a maximum of €50,000 (fifty thousand) euro. These fines are immediately due and payable and are without prejudice to Wegter Grootverbruik's other rights, including the right to claim damages in addition to the fine.

## Article 26 – Management

1. Wegter Grootverbruik offers the Counterparty the opportunity to create a personal account on the website. Upon account creation, the Counterparty receives unique login credentials to access their account.
2. The Counterparty is responsible for carefully safeguarding their login credentials and keeping them confidential. Wegter Grootverbruik is not liable for any damage resulting from unauthorized use or access to the Counterparty account due to the loss or unauthorized sharing of login credentials by the Counterparty.
3. Through the personal account(s), the Counterparty can place orders, view their order history, access their invoices, and update their personal details.
4. The Counterparty must keep their account details up-to-date and accurate and promptly inform Wegter Grootverbruik of any changes in their contact information or other relevant details.
5. Wegter Grootverbruik reserves the right to deactivate, suspend, or terminate accounts if the Counterparty violates these General Terms or if there's a reasonable suspicion of fraud, misuse, or unauthorized activities related to the account.
6. At all times, Wegter Grootverbruik has the right to make changes to the technical features concerning the Product(s) and/or website and may discontinue or remove technical facilities if they cause a disruption or delay in the system and/or website.
7. The Counterparty shall act in accordance with what is expected of a responsible and careful user of the website.
8. The Counterparty is always responsible for any use - including unauthorized use - of the usage and access rights granted to them. The Counterparty must take suitable and reasonable measures to prevent unauthorized use. The Counterparty is not allowed to share usage and/or access rights with third parties.
9. The Counterparty shall always follow instructions provided by Wegter Grootverbruik concerning the use of the website.
10. Wegter Grootverbruik is entitled to change the non-technical features of its website.
11. If, in Wegter Grootverbruik's reasonable opinion, a change requires a significant, non-temporary adjustment on the part of the Counterparty, it will be



- communicated to the Counterparty as soon as possible. The Counterparty cannot claim compensation or damage reimbursement but has the right to terminate the Agreement effective from the day of the announced change.
12. Wegter Grootverbruik reserves the right to discontinue or remove technical facilities if they cause a system disruption or delay. Wegter Grootverbruik determines if there is such disruption or delay and can, without prior notice to the Counterparty, block the technical facilities and/or website or take other measures to remedy the disruption or delay. Under these circumstances, the Counterparty has no right to compensation or damages.
  13. Wegter Grootverbruik is entitled, without prior notice, to temporarily suspend its technical facilities and/or website or limit their use when necessary for reasonably required maintenance or necessary adjustments or improvements to the website and/or Product(s). This does not entitle the Counterparty to any compensation or damages from Wegter Grootverbruik.

## Article 27 - Confidentiality

1. Confidentiality of all confidential information obtained by the Counterparty from Wegter Grootverbruik in the context of the Agreement is mandatory for the Counterparty. Information is confidential if this has been communicated by Wegter Grootverbruik or if it reasonably follows from the nature of the information.
2. If the Counterparty violates paragraph 1 of this provision, the Counterparty, regardless of whether the violation can be attributed to the Counterparty and without prior notice of default or judicial proceedings, shall immediately owe Wegter Grootverbruik a penalty of €20,000,- (twenty thousand) euros for each violation, regardless of whether actual damage has been caused. Should the breach continue, the Counterparty shall owe an additional fine of €250 (two hundred and fifty) euros per day, up to a maximum of €50,000 (fifty thousand) euros. These fines are immediately due and payable and may lead to immediate dissolution of the agreement. This is without prejudice to Wegter Grootverbruik's other rights, including the right to claim damages in addition to the fine.

## Article 28 - Employee clause

1. During the term of the Agreement, as well as for 1 (one) year after its termination, the Counterparty shall not, except with the prior Written consent of Wegter Grootverbruik, employ or otherwise, directly or indirectly, allow employees of Wegter Grootverbruik who are or have been involved in the performance of the Agreement to work for it.
2. Where applicable, Wegter Grootverbruik will not withhold the relevant consent if the Counterparty has offered appropriate compensation. Appropriate indemnification is defined as at least compensation of 10 (ten) monthly salaries.
3. If the provisions of this Article are violated, the Counterparty will owe Wegter Grootverbruik an immediately payable penalty of €50,000 (fifty thousand euros) per violation, without prejudice to Wegter Grootverbruik's right to additionally claim performance and/or full damages.

## Article 29 - Exclusivity

1. For the duration of the Agreement, the Counterparty grants Wegter Grootverbruik the exclusive right to execute the assigned Agreement.
2. The exclusive right assigned in the Agreement, may be waived if Wegter consents to this in Writing.

## Article 30 - Applicable law and choice of forum

1. Agreements between Wegter Grootverbruik and the Counterparty are governed exclusively by Dutch law.
2. Disputes between the Parties will be resolved as far as possible through proper consultation. All disputes between the Counterparty and Wegter Grootverbruik will be settled exclusively by the competent court in the district where Wegter Grootverbruik has its registered office.
3. The United Nations Convention on Contracts for the International Sale of Goods (the Vienna Sales Convention) shall not apply and is hereby expressly excluded.

## Article 31 - Survival

1. The provisions of these general terms and conditions and the Agreement which purport to retain their validity after the termination of the Agreement shall remain in full force after the termination of the Agreement.

## Article 32 - Amendment or supplementation

1. Wegter Grootverbruik is entitled to amend or supplement these General Terms and Conditions unilaterally. In that case Wegter Grootverbruik will inform the Counterparty of the amendments or additions in good time.
2. There will be a minimum of 30 (thirty) days between such notification and the entry into force of the amended or supplemented terms and conditions.
3. If the change gives Wegter Grootverbruik the power to provide a performance that differs substantially from the promised performance, the Consumer is entitled to refuse the changed conditions or to dissolve the Agreement.