



GENERAL TERMS AND CONDITIONS

Article 1 definitions

In these general terms and conditions, the following terms have the following meanings:

- a. *customer*: the co-contracting party of Be-Cool that purchases Be-Cool products and/or services or that concludes other agreements with Be-Cool, regardless of whether the co-contracting party acts in the capacity of consumer or non-consumer.
- b. *Be-Cool*: Be-Cool, established and with its offices located in (2641 MD) Pijnacker, at Leeuwenberg 36.
- c. *offer*: the offer in writing.

Article 2 scope

- a. These general terms and conditions apply to all offers made by Be-Cool, to agreements concluded with Be-Cool and to the orders issued to Be-Cool, as well as to all rights and obligations ensuing from them.
- b. These general terms and conditions have been made applicable in Be-Cool offers. Any order confirmation by the Customer does not set aside this applicability. Be-Cool hereby rejects any conditions of the Customer in advance, so that these general terms and conditions apply in their entirety.
- c. Agreements and undertakings that deviate from the contents of these general terms and conditions are only binding on Be-Cool if expressly confirmed in writing by Be-Cool.

Article 3 offers and orders

- a. All offers made by or on behalf of Be-Cool are non-binding and may at any time be revoked for as long Be-Cool has not accepted in writing the written orders based on those offers.
- b. Orders issued to Be-Cool, either directly or through representatives or other intermediaries, are binding on Be-Cool following a written confirmation of acceptance.
- c. At any time, whether at the start of the agreement or during the term of the agreement, Be-Cool is entitled to charge a deposit, which shall be used to offset any damage upon termination of the agreement.
- d. In case of a cancellation, the Customer shall pay to Be-Cool any costs incurred at the cancellation time, unless agreed otherwise in writing. In case of a cancellation in the week prior to the date of delivery, the Customer shall owe the full agreed amount, unless agreed otherwise in writing.
- e. All incidental works and supplies of any kind shall remain at the expense of the Customer and shall be considered as an amendment of the order. The performance of said incidental works and/or supplies may only be demanded from Be-Cool following a separate, written agreement between the parties effectuated beforehand. Be-Cool shall indicate a price for said incidental works and supplies.

- f. Repairs entail the replacement of old parts and/or materials, which are the property of Be-Cool, unless agreed otherwise.

Article 4 supply risk and delivery times

- a. Transport shall be at the risk and expense of Be-Cool. Loading and unloading - where applicable - shall be at the risk and expense of the Customer.
- b. Be-Cool shall carry out the order within the agreed time frame, unless a timely fulfilment is impossible for Be-Cool due to a non-attributable failure (force majeure). Be-Cool shall inform the Customer when the orders will be carried out. The Customer shall also receive notification from Be-Cool forthwith in case of an impediment due to a non-attributable failure.
- c. The stated delivery times shall never be considered as strict deadlines, unless expressly agreed otherwise. This means that in case of late delivery, Be-Cool must be given notice of default in writing.
- d. Unloading a vehicle must be carried out forthwith.
- e. Acceptance of the goods by the transporter without an entry on the consignment note or the receipt constitutes proof that the goods were in good condition. Any stoppage or delay in transit (the shipment) shall not be at the risk and expense of Be-Cool, unless caused by a fault of Be-Cool.

Article 5 examination upon delivery

- a. Upon receipt of the goods, the Customer shall check and declare in writing to have received the goods in good condition complete and with all fittings. The Customer is obliged to immediately examine the delivered goods upon delivery.
- b. Any complaints must be reported in writing to Be-Cool forthwith upon delivery and no later than 14 days from the delivery date, failing which Be-Cool shall not be obliged to provide a remedy or refund or otherwise. Complaints about hidden defects may only be submitted to Be-Cool within 12 months following delivery, in writing and with a statement of reasons, if a plausible case is made that the complaints could not have been found sooner. Be-Cool is not obliged to handle any complaints received after the 12 months. Defects found in this 12-month period must be reported to Be-Cool within 14 days in the manner described above.
- c. Performance of the agreement between the parties is considered invalid if the Customer has failed to report the examination or notification, as referred to in the preceding paragraphs of this article, in a timely manner. The performance of Be-Cool shall in any case be considered valid between the parties if the Customer has put into use the goods delivered, or part thereof, or has had them put into use, or has had them delivered to third parties, unless the Customer has complied with the provisions of the preceding paragraphs of this article.
- d. Submitting a notice of objection to Be-Cool shall never confer the right to refuse the purchase of a placed order and to suspend payment of the invoice. Goods may only be returned following the prior permission of Be-Cool.
- e. Should the delivered goods not meet the provisions of the agreement, Be-Cool shall only be held to deliver the missing goods, to repair the delivered goods or to replace the delivered goods, at the discretion of Be-Cool.

Article 6 assembly and repair following delivery

- a. If following delivery Be-Cool incurs costs for assembly and/or repairs, such as employee costs and tool costs, these shall be at the risk and expense of the Customer, as well as any labour and travel hours. If possible, Be-Cool shall state these costs in advance.

- b. Any potential construction work, including ground works, masonry, laying foundations and pipes for gas, electricity, water or compressed air or installing gearing, shall be carried out by and at the expense of the Customer. Be-Cool accepts no liability for the costs associated with such work.
- c. Extra costs ensuing from the fact that the technician is unable to commence his work directly after arriving or is forced to suspend his work due to the late completion of preparatory work or consequences of any other cause for which Be-Cool cannot be held liable, shall be fully at the expense of the Customer. Should it be impossible for the assembly to take place during regular daytime hours, any additional costs shall also be at the expense of the Customer.
- d. Special safety measures and other measures, whether or not in line with government regulations, shall be entirely at the expense of the Customer insofar as not expressly agreed otherwise beforehand, and shall only be taken or implemented following a specific order thereto.
- e. Be-Cool accepts no liability for any damage, directly or indirectly ensuing from the installation or assembly of the delivered goods on an unsuitable foundation, nor shall Be-Cool accept liability for damage, directly or indirectly ensuing from non-expert or incompetent operation, or the use of faulty material. Be-Cool shall never be liable for trading loss or consequential damage nor for loss of profit due to the manner in which assembly work is carried out. The Customer is obliged to indemnify Be-Cool and its personnel against third-party actions.

Article 7 prices

- a. Agreed prices are binding, unless through external circumstances - such as an increase in rights/tariffs, a change in currency parity, pricing by suppliers, insurance premiums and so forth - a price increase must be applied. In that case, the price increases applied by Be-Cool are binding for the Customer.
- b. Agreed prices include sales tax, unless stated otherwise.
- c. If following the date of the offer one or more of these price factors have changed, even if this is due to unforeseen circumstances, Be-Cool is entitled to change the price agreed accordingly upon acceptance of the order.
- d. If Be-Cool wishes to make use of this right, it shall provide the Customer with a clear list of the price-determining factors.

Article 8 retention of title and other securities

- a. Be-Cool retains the title to the goods supplied or to be supplied until the costs of the following have been paid in full:
 - 1) the performance owed by the Customer for all goods supplied or to be supplied pursuant to the agreement, as well as work performed or to be performed;
 - 2) all claims of Customer for failure to fulfil such agreement.
- b. The Customer is not entitled to invoke a right of retention as regards the retention costs and to compensate these costs with the performance owed by him. Nor is the Customer entitled to offset an alleged or actual claim against Be-Cool.
- c. The Customer may only have any goods at his disposal in the context of his normal course of business for as long as the goods remain the property of Be-Cool. The Customer is not entitled to dispose of, encumber or otherwise surrender control of such goods.
- d. If the Customer is in default regarding the obligations referred to in the first paragraph of this article, Be-Cool is entitled to retrieve, or have retrieved, the goods belonging to Be-Cool from the location where they are situated. The Customer hereby authorizes Be-Cool to enter his areas

used by and for the Customer for that purpose. All costs associated with the retrieval of the goods shall be at the expense of the Customer.

- e. If Be-Cool has good grounds to fear that the Customer will not strictly meet his obligations, the Customer is obliged to immediately furnish adequate security in the form desired by Be-Cool and, if need be, supplement it for the fulfilment of all his obligations, should Be-Cool so demand. Be-Cool is entitled to suspend its fulfilment of its obligations as long as the Customer fails to comply with the above.
- f. In such cases, Be-Cool may retrieve, or have retrieved, the goods referred to in this article. The costs for disassembly, transportation and other costs, as well as costs of legal assistance shall be recovered from the Customer.

Article 9 payment

All payments must be made without deduction or discount and, unless agreed otherwise:

- a. in 14 days from the delivery date, unless expressly agreed otherwise and confirmed in writing by Be-Cool. Be-Cool retains the right to demand security in the form of a down payment, deposit and/or bank guarantee.
- b. In case of late payment, the Customer must pay any collection costs incurred, which shall be established in accordance with the Extrajudicial Collection Costs (Standards) Act and shall amount to at least € 250, without prejudice to the statutory legal costs the court would impose should legal proceedings be instituted.
- c. The Customer cannot rely on compensation, settlement, discount or deduction. It is never allowed to suspend payment in connection with alleged ambiguities or defects of the goods sold by Be-Cool or any orders carried out by Be-Cool.
- d. In case of late payment of an amount due on the part of the Customer, all the other outstanding amounts become immediately due and payable, while in such a case Be-Cool is entitled to suspend agreements, whether not performed or not fully performed, notwithstanding the right to claim compensation for damage and lost profit.
- c. On the day of default, the Customer automatically owes Be-Cool interest on the amount of the payable claim, namely 10% on an annual basis.
- d. Payments made by the Customer shall serve to settle all interests and costs due, followed by the longest outstanding invoices, even if the Customer states that the payment is for an invoice of a later date.

Article 10 obligations of Customer

- a. A Customer is obliged to extend his full cooperation to Be-Cool in order to promote the best possible performance of the order.
- b. The Customer is held to indemnify Be-Cool against any and all claims by third parties should the Customer not have met all his ensuing obligations. In that case, the Customer cannot claim compensation for damages by Be-Cool.

Article 11 obligations of performance

Be-Cool undertakes and is obliged to carry out the order in a professional manner. If an order issued to Be-Cool has not been carried out in a professional manner, Be-Cool may be held liable. This liability is generally limited to the following:

- a. Be-Cool shall redo the order or the relevant part correctly without charging extra costs to the Customer.

- b. if it is no longer possible to correct the performance or if it is deemed to be no longer useful - for instance due to the time lapsed - Be-Cool may credit or reimburse not more than the invoice amount concerned or a proportionate part of it.

Under no circumstances shall Be-Cool be held liable for:

- c. damage of any kind because or after the Customer has used or has put the goods into use after their delivery, or delivered them to a third party, or had them delivered to a third party;
- d. damages to materials, unless the Customer is able to demonstrate that the damage was due to careless handling by Be-Cool;
- e. the consequences of the early or incorrect use of the delivered goods;
- f. any further liability, particularly for consequential damage and lost profit, is expressly excluded between the parties, except if the damage was caused by a circumstance brought about by serious fault or gross negligence on the part of Be-Cool.
- g. if Be-Cool is held liable by a third party due to damage for which it is not liable pursuant to the agreement with the Customer or under these general terms and conditions, the Customer shall fully indemnify Be-Cool against such a claim and compensate Be-Cool for the entire amount of the third-party claim.

Article 12 warranty

- a. Manufacturer's warranty is applicable to the delivered goods.

Article 13 applicable law and disputes

- a. Dutch law applies to all agreements concluded with Be-Cool.
- b. All disputes, including those considered a dispute by one of the parties, are exclusively subject to the judgment of the competent Dutch court located in the place of business of Be-Cool.

March 2020, Be-Cool