

Internet Terms and Conditions Technische Unie B.V.

Disclaimer:

This is a translation of the Internet Terms and Conditions of Technische Unie B.V. with registered offices in Amstelveen, The Netherlands. In case of differences in translation or conflicting translations the Dutch version of the General Conditions of Sale and Delivery of Technische Unie B.V. is leading.

Vrijwaring:

Dit is de Engelse vertaling van de Algemene Internetvoorwaarden van Technische Unie B.V. gevestigd te Amstelveen, Nederland. In geval van verschil in vertaling of conflicterende bepalingen is de Nederlandse versie leidend.

Article 1 Definitions

In these Internet Terms and Conditions the capitalised terms listed below have the following meaning.

1.1 **Service:** a Service (or Services) to be provided by Technische Unie B.V. to the client in exchange for payment or for no consideration, which can consist of, *e.g.*:

granting access to and using the Technische Unie B.V. Website, webshop or any and all other digital channels, in the broadest sense, that are made available by or on behalf of Technische Unie B.V.

1.2 **Information:** any image and any text and any figure and any and all combinations of them that are acquired by or on behalf of Technische Unie B.V., its Website, webshop and/or anything connected to them.

1.3 **Login Details:** the details that Technische Unie B.V. provides (digitally or by another means) consisting of: a Client number, individual username and password.

1.4 **Internet:** a global whole of linked computer networks, host/hosting computers, databases and telecommunication networks and facilities.

1.5 **Internet Terms and Conditions:** these terms and conditions of Technische Unie B.V., which govern the Service and which have been accepted by the Client (digitally or by another means).

1.6 **Client:** a natural person who or legal entity that is the purchaser of Technische Unie B.V.'s Service and in general a person who logs in or on behalf of whom is logged in to any and all digital channels that Technische Unie B.V. makes available, including Technische Unie B.V.'s Website and webshop, in each case provided that Technische Unie B.V. has granted access.

1.7 **001 User (Main User):** a natural person who or legal entity that may administer all authorisations on behalf of the Client with respect to the Service (including adding Sub-Users).

1.8 **Sub-User:** third parties such as employees, subordinates, independent workers or other natural persons who have digital access to the Service on behalf of and under the responsibility of the Client and who may place orders (digitally or by another means).

1.9 **Technische Unie B.V.:** a company incorporated in accordance with Dutch law, having its registered office in Amsterdam, the Netherlands.

1.10 **Website:** the digital communications network that Technische Unie B.V. operates, with which Technische Unie B.V. offers Internet services, including the webshop.

Article 2 General

2.1 The Internet Terms and Conditions govern all offers that Technische Unie B.V. makes in connection with the Service and all legal relationships between Technische Unie B.V. and the Client that are related to or ensue from the use of the Service.

2.2. This applies equally in respect of Technische Unie B.V.'s General Terms and Conditions of Sale, which can be found and downloaded at www.technischeunie.nl and will be sent to the Client (digitally or in hardcopy) immediately at the Client's request. In the event that the latter terms and conditions conflict with these Internet Terms and Conditions, the Internet Terms and Conditions will prevail. Technische Unie B.V. explicitly rejects the applicability of any terms and conditions (such as purchase conditions) of the Client's. Such terms and conditions of the Client's do not apply therefore do not bind Technische Unie B.V.

2.3 Technische Unie B.V. has the right to amend, adjust or change the Internet Terms and Conditions, rates and/or the specifications of the Service, and to change the Service(s) to be provided. Such changes also apply in respect of Clients who are already using the Service.

2.4 In that context Technische Unie B.V. will take into consideration the Client's reasonable interests. Technische Unie B.V. will announce changes on the Website. The Client will ensure that he or she regularly reads the e-mails that Technische Unie B.V. sends to his or her e-mail address or to consult the Website and must always notify Technische Unie B.V. of the correct e-mail address (including the new e-mail address if it is changed).

2.5 In some cases technical changes that Technische Unie B.V. is forced to make by the government or that Technische Unie B.V. makes at the Client's request may lead to amendments to the Internet Terms and Conditions.

2.6 In the event that Technische Unie B.V. is forced to modify the Service and/or other provision of services due to a measure that is laid down under or by virtue of a statutory regulation or judicial ruling that is relevant for the sector, that modification will be made.

2.7 In the event that a provision stipulated in the Internet Terms and Conditions is inconsistent with a statutory provision or is null and void in whole or in part, the other provisions stipulated in the Internet Terms and Conditions will continue to apply in full. In that case the provision in question will be replaced with a provision whose objective is as close as possible as that of the original provision.

2.8 The Client may not give or grant access to the Service to third parties without explicit written permission from Technische Unie B.V. The Client is permitted to grant a 001 User or a Sub-User access to the Service on the Client's behalf.

2.9 Technische Unie B.V. has the right to stipulate restrictions and/or conditions in respect of the number of Sub-Users that a Client and/or 001 User can create.

2.10 It is the Client's responsibility to inform Technische Unie B.V. in writing/electronically in a timely manner regarding any change in the Client's name, address, e-mail address, IBAN number and with respect to other circumstances/changes in circumstances that are relevant for the provision of the Service.

Article 3 Use of the Service

3.1 Any and all offers made by Technische Unie B.V. and companies affiliated with it – in any form whatsoever – by means of the Service are without engagement, unless the parties explicitly agree otherwise.

3.2 Technische Unie B.V. will make it possible to start using the Service as quickly as possible as soon as Technische Unie B.V. has received from the Client the written or electronic application to become a Client (electronically or by another means) and Technische Unie B.V. has subsequently sent the Login Details to the client electronically or by another means. In some cases Technische Unie B.V. may be partially dependent on third parties in that context, and therefore Technische Unie B.V. has a best-efforts obligation and in no event is time of the essence towards the Client, Sub-Users, 001 Users or third parties.

3.3 Technische Unie B.V. has the right to refuse applications for or use of the Service and/or to terminate use of the Service effective immediately without stating the reason for doing so orally or in writing in the event that in the exclusive opinion of Technische Unie B.V. there are reasonable grounds for doing so, for example if there is a reasonable suspicion that the Client will not comply with his or her obligations in whole or in part, if Technische Unie B.V. doubts, or has information regarding, the Client's creditworthiness or poor payment history towards Technische Unie B.V. or third parties. Technische Unie B.V. may obtain information from third parties in this context.

Article 4 Term of use and termination of the Service

4.1 The term of use of the Service will commence on the date on which the Client can use the Service.

4.2 The use of the Service will be permitted for an indefinite term.

4.3 The Service may be cancelled by the Technische Unie B.V. and the Client at any time, with due observance of a notice period of one (1) month. Termination will be effective as from the end of the month.

4.4 Notice of termination can be given only electronically (e-mail) or in writing (registered letter).

4.5 In the event that the Client fails to comply with an obligation pursuant to the Internet Terms and Conditions or any other terms and conditions that have been declared applicable, Technische Unie B.V. will be entitled to suspend or terminate compliance with the reciprocal obligation without being obliged to give the Client notice in writing.

4.6 In no event will the Client, Users or third parties have power to suspend towards Technische Unie B.V.

4.7 The Client will be authorised to terminate the Service in whole or in part in the event that Technische Unie B.V. fails to comply with a weighty obligation in connection with the Service. However, the Client may terminate the Service only after the Client has given Technische Unie B.V. notice of default by registered letter or electronically (e-mail) and Technische Unie B.V. subsequently has been unable to remedy the defect within the reasonable term stipulated, unless Technische Unie B.V.'s default was so minor that it does not justify termination by the Client.

4.8 Technische Unie B.V. will be entitled to terminate the Service in whole or in part, effective immediately, or to block access to the Service temporarily or permanently in the event that the Client fails to comply with one or more of his obligations by virtue of the Internet Terms and Conditions or other terms and conditions (such as payment conditions).

4.9 In the event that Technische Unie B.V. blocks the Service the Client will continue to fully owe any fees related to the Service, during the term of that blockage. Technische Unie B.V. also reserves the right to claim full compensation of damage from the Client.

4.10 In the event that Technische Unie B.V. terminates the Service as a result of a breach that can be attributed to the Client, the Client will be obliged to immediately pay any and all outstanding invoices to Technische Unie B.V.

4.11 Technische Unie B.V. also will have the right to terminate the Service without any notice of default or judicial intervention being required in the event that the Client:

- a) has provided false and/or incorrect information to Technische Unie B.V.;
- b) has failed to provide the correct information or changes in a timely manner;
- c) commenced using the Service under false pretences;
- d) is using the Service, in Technische Unie B.V.'s exclusive opinion, improperly, such as but not limited to frequent use of different delivery addresses that are not business addresses of the Client;
- e) is otherwise using the Service, in Technische Unie B.V.'s exclusive opinion, improperly or incorrectly;
- f) causes malfunctions by using the Service;
- g) is granted or has applied for a suspension of payments;
- h) has been referred (to third parties) for debt collection;
- i) has been placed in receivership or under administration or has lost free disposal of its assets in any other manner, including in the event of debt rescheduling;
- j) has been placed in liquidation or has filed for bankruptcy;
- k) dies or (in case of a legal entity) is wound up or in the event that all or part of the company is transferred; or
- l) has no longer used the Service during a period of 24 months after the Service commenced.

Article 5 Availability of the service

5.1 Technische Unie B.V. makes every effort to ensure the highest possible availability and quality of the Service. However, Technische Unie B.V. cannot guarantee that the Service will operate at all times without any restrictions or malfunctions. The Client is aware that the availability and quality of the Service also can be affected by the availability and quality of the Internet, as well as the Client's other simultaneous use of the Internet.

5.2 In the event of a failure to provide the Service that cannot be attributed to Technische Unie B.V., Technische Unie B.V.'s obligations will be suspended.

5.3 Failures that cannot be attributed to Technische Unie B.V. include in any event: malfunctions in the Internet connections, other breakdowns in telecommunication networks, telephone lines that are at full capacity, electricity cuts and other circumstances that are out of Technische Unie B.V.'s control or that it could not reasonably have foreseen.

5.4 Technische Unie B.V. is authorised to, among other things but not limited to, change the login procedure and Login Details. Any costs for the Client that are attached to such changes will be at the Client's expense.

Article 6 Use of the Service

6.1 The Client is responsible for ensuring that it has all the software, hardware, peripherals and a connection to a telecommunication network that are required for safe access to and operation of the Service, and that they all operate properly.

6.2 The Client is required to follow reasonable instructions that Technische Unie B.V. gives with respect to the use of the Service. In no event is Technische Unie B.V. liable for damage as a result of incorrect installation that is the result of acts or omissions by or on behalf of the Client.

6.3 The Client is responsible for any and all consequences, including any and all damage sustained by Technische Unie B.V. and/or natural persons and/or legal entities affiliated with it, for any and all authorised, unauthorised and/or negligent use of the Service by it, its 001 User, Sub-Users and other third parties.

6.4 The Client is not permitted to copy Information that forms part of the Service in any form or to make it available to third parties or allow third parties to take note of it in whole or in part, with the exception of its 001 User and Sub-Users.

6.5 Technische Unie B.V. has the right to further regulate the use of the Service at any time, in a manner to be determined by Technische Unie B.V.

6.6 The Client is obliged to use the Login Details that Technische Unie B.V. provides to the Client for the Service.

6.7 The Client is responsible for keeping the Login Details confidential and will bear all the consequences, including any and all damage that Technische Unie B.V. sustains, of a failure to comply with this obligation towards Technische Unie B.V.

6.8 The Client will change the password at least once every six months and also will impose the duty to do so on its 001 User, Sub-Users and third parties as an independent, continuous obligation.

6.9 The Client is not permitted to use the facilities related to the Service that Technische Unie B.V. makes available to seek or gain unauthorised access to third parties' computer systems, use acquired information wrongfully and/or damage or use certain software.

6.10 In addition, the Client is not permitted to use the facilities related to the Service that Technische Unie B.V. makes available in contravention of the law, public decency, public

order, the guidelines stipulated by the Dutch Advertising Code Authority (*Reclame Code Commissie*), the Technische Unie B.V. Internet Terms and Conditions, Technische Unie B.V.'s Terms and Conditions of Sale and Delivery and other regular and customary rules of conduct for the use of the Internet applications.

6.11 Such acts include, but are not limited to:

- a) spam: sending unrequested e-mails in large or small quantities;
- b) infringing copyrights on works or otherwise violating third parties' intellectual property rights;
- c) intentionally spreading computer viruses; and
- d) hacking: intentionally penetrating all or part of a computer system against the will of the owner and without permission.

6.12 In the event that Technische Unie B.V. is of the opinion that any of the cases referred to in the preceding article have arisen, Technische Unie B.V. will have the right to remove the Information that the Client has placed or to temporarily or permanently terminate access to the Service without stating the reason and to charge the client for any and all related damages and costs.

6.13 The Client is responsible for maintaining its connection to the telephone network and other networks if necessary for access to the Service.

6.14 Technical changes to the connection that the Client makes with respect to the Service itself and at its initiative can lead to it being charged reasonable costs or, in the event that the Service no longer can be provided as a result, can give cause for Technische Unie B.V. to unilaterally terminate the Agreement without stating the reason.

6.15 In the event that access to the Service is blocked, Technische Unie B.V. will be entitled to charge the Client the related costs in addition to the costs related to unblocking the Service, if applicable. Judicial and extrajudicial collection costs are entirely at the Client's expense.

Article 7 Costs

7.1 In principle access to the Service to be provided to the Client by Technische Unie B.V. is free of charge.

7.2 Technische Unie B.V. reserves the right to make application (or certain applications) and use (or certain forms of use) of the Service available to the Client for a fee to be determined.

7.3 The Client will be informed in a timely manner in the event that Technische Unie B.V. decides to stop making all or part of the Service available to the Client free of charge, and the Client will have the option to cancel the Service with due observance of a 30-day notice period.

Article 8 The 001 User/Sub-User

8.1 The Client will use the Service that the Technische Unie B.V. makes available himself and personally.

8.2 Technische Unie B.V. permits the Client to allow the 001 User and the Sub-Users to use the Services on behalf of the Client and under his responsibility.

8.3 Technische Unie B.V. has the right to prohibit the use of the Service by an 001 User and/or Sub-Users at any time, without stating the reason, or to stipulate further instructions (for example with respect to the frequency of use).

8.4 The Client will impose the Technische Unie B.V. Internet Terms and Conditions in their entirety on the 001 User and Sub-Users and any third parties.

8.5 In that context the Client also will continually and adequately monitor and supervise compliance with the Technische Unie B.V. Internet Terms and Conditions and other terms and conditions by that 001 User and/or those Sub-Users.

8.6 The Client will fully indemnify Technische Unie B.V. and third parties against any and all possible damage that Technische Unie B.V. or third parties will sustain or costs that they should incur as a result of the use of its Service by a 001 User and/or Sub-Users or other third parties.

8.7 After the Service has been cancelled, dissolved or otherwise terminated, the Client will destroy all Login Details with respect to the Service (and access to it) and will simultaneously impose the obligation to do so on its 001 User and Sub-User, and will monitor to ensure that they have complied.

Article 9 Facility with respect to the delivery address

9.1 The Client may place orders for products that Technische Unie B.V. indicates in connection with the Service on the Technische Unie B.V. Website and may indicate a divergent delivery address, thus an address other than the Client's own address, on its Website without Technische Unie B.V.'s permission.

9.2 All supplies and deliveries by Technische Unie B.V. at the above-mentioned address or the other addresses are deemed to be correct supplies and deliveries, also in the sense that the Client cannot subsequently argue that the supply or delivery should have been at another address.

9.3 Technische Unie B.V. reserves the right to exclude certain orders and/or certain goods and/or orders placed by the Client that are in any way related to the Service, below a particular value and/or order above a particular value, at any time to be determined by Technische Unie B.V. and effective a date that Technische Unie B.V. announces.

9.4 Technische Unie B.V. furthermore reserves the right not to accept orders related to the Service or to accept them only subject to the condition that they be sent C.O.D., at extra costs to be charged or after payment in advance by the Client.

9.5 When the Client places orders on the Technische Unie B.V. Website, the Client must fill in the procedures and/or entry fields correctly and completely, in which context Technische Unie B.V. reserves the right to change those procedures and/or entry fields. Only orders that have been filled in correctly and completely will be accepted for handling.

9.6 Technische Unie B.V. reserves the right to charge costs at any time in the event that the Client frequently uses a divergent delivery address.

9.7 Technische Unie B.V. does not accept any responsibility whatsoever for risks related to the use of a divergent delivery address indicated by the Client, its 001 User, Sub-Users and/or third parties using the Technische Unie B.V Website. The Client accepts all such risks, including, but not limited to, the risk that (in the Client's opinion) the goods were not received or were not received correctly or not completely or not in a timely manner at that address.

9.8 With respect to the digital or physical signing off on the packing list at the divergent address, Technische Unie B.V. is entirely entitled to accept as authorised the person who places the digital or physical signature on behalf of the Client, with the effect, as though the Client had personally signed digitally or physically. In that respect the Client is at all times responsible for the provision to Technische Unie B.V. of another delivery address and any and all consequences that ensue. The latter relates to matters such as, but not limited to, the delivery address indicated by (or on behalf of) the Client that the driver uses for the actual delivery of one or more orders.

Article 10 Protection and processing of personal data

10.1 Technische Unie B.V. processes, as the controller for the processing and with due observance of the applicable privacy legislation, personal data that are provided by the Client, 001 Users and Sub-Users or through its use of the Service. Technische Unie B.V. processes those personal data in the context of:

- orders for Services;
- creditworthiness checks, combatting fraud and default of payment;
- providing the Services;
- invoicing;
- administering information that the Client provides;
- processing questions that the Client asks;
- combatting fraud;
- market research;
- administering data with respect to the Client and groups of clients;
- direct and indirect marketing purposes; and
- using cookies; and
- proposing other Services to the Client; and for
- continued development and optimisation of the Service.

10.2 That processing is accessible only to Technische Unie B.V. and is not provided to third parties, unless Technische Unie B.V. engages third parties in the context of the Service, has reasons to have a Client's creditworthiness investigated or in cases in which Technische Unie B.V. is obliged to do so by virtue of the law or a judicial pronouncement.

10.3 The Client to whom the personal data relate can submit a written objection against any use in accordance with the preceding subsection.

10.4 Technische Unie B.V. takes the technical and organisational measures that are reasonably possible to ensure the safety and security of its Service, in that context taking into consideration the nature of the risks, the state of the art and the costs of implementing them. In view of the risks that are inherent in the use of the Internet and e-mail, Technische Unie B.V. cannot guarantee the confidentiality of personal data, data interchange or other Information that the Client uses or disseminates.

10.5 The Client has the right to inspect his personal data within the meaning of the applicable privacy legislation as they are processed by Technische Unie B.V.

Article 11 Intellectual property rights

11.1 The proprietary rights (including intellectual property rights) in respect of the Service and the Information (and Information Services) that Technische Unie B.V. makes available to the Client now or in the future will be fully vested at all times in Technische Unie B.V. and/or its Suppliers and/or the relevant parties entitled.

11.2 The Client will refrain from in any way infringing those proprietary rights (including intellectual property rights) and is liable towards Technische Unie B.V., its suppliers or the parties entitled for any and all damage and costs related to an infringement of such rights.

Article 12 Liability

12.1 In no event is Technische Unie B.V. liable for damage sustained by the Client or third parties, of any kind whatsoever, that ensues from or is in any way related to the use (or failure to be able to use) the Service, unless the Client or a third party can prove that the damage is the direct and foreseeable result of an intentional act or omission or gross negligence on the part of Technische Unie B.V., in which case Technische Unie B.V.'s liability is limited in all cases to direct damage (consequential and/or indirect damage is excluded, including penalties, damage due to loss of usage time, loss of profits and lost savings) and that liability of Technische Unie B.V. is limited to the amount that Technische Unie B.V.'s liability insurer will pay out in the case in question.

12.2 In the event of an attributable breach the Client will be liable towards Technische Unie B.V. for any and all damage insofar as the law so provides.

12.3 The Client indemnifies Technische Unie B.V. against claims brought by third parties for compensation of damage, insofar as the claim is based on the use that was made of the Service and/or the content of the data that were sent.

12.4 Digital and/or electromagnetic storage and transmission of Information entails risks in connection with retention and securing the data. In view of those and related risks, Technische Unie B.V. is not liable for damage that ensues from or is related to corruption of the data that are saved or transmitted electronically and disruption, disappearance and disclosure of confidential and valuable Information.

Article 13 Force majeure

13.1 A shortcoming in the provisions of Services cannot be attributed to Technische Unie B.V. if it cannot be blamed on Technische Unie B.V. and cannot be deemed to be at its risk by virtue of the law, legal acts or generally accepted standards.

13.2 In a case of *force majeure* Technische Unie B.V.'s obligation to provide the service will lapse, in which case Technische Unie B.V. will not owe any compensation of damage.

13.3 The suspension will apply for the duration of the *force majeure*.

13.4 Cases of *force majeure* include, but are not limited to, Technische Unie B.V.'s failure to perform as a result of viruses, DDOS attacks, hacking, power cuts on its part and defects in third parties' networks.

Article 14 Prescription

14.1 Any and all legal claims that the Client has against Technische Unie B.V. in connection with the Service will be prescribed after a term of one (1) year has elapsed, with the exception of mandatory provisions of law.

14.2 The prescription period will commence on the day on which the relevant obligations in connection with the provision of the Service are exigible.

Article 15 Applicable law and disputes

15.1 The legal relationship between the Client and Technische Unie B.V., the Technische Unie B.V. Internet Terms and Conditions and any and all other terms and conditions are governed by Dutch law.

15.2 Any disputes between the Client and Technische Unie B.V. with respect to the realisation or provision of the Service to be provided by Technische Unie B.V. will be submitted exclusively to the District Court of Amsterdam.