

Article 1: Definitions

1.1 In the absence of explicit statement to the contrary, the terms used in these general terms and conditions are defined as follows:

Customer: The user's other party to the contract, who is a natural person and is not acting in the course of his profession or business, who which the user sells and delivers, and for whom the user renders services should the need arise, etc.;

Contract: The contract between the user and the Customer.

Article 2: Scope of Application

2.1 These conditions are applicable to all legal relationships between BeNext B.V. and the Customer, including all offers, quotations and agreements between BeNext B.V. and the Customer to which BeNext B.V. has declared these terms and conditions applicable, insofar as these conditions have not been expressly departed from in writing by the parties.

2.2 These terms and conditions are further applicable to all contracts with BeNext B.V. that are executed with the assistance of third-parties.

2.3 Departures from these general terms and conditions are valid exclusively if expressly agreed in writing.

Article 3: Offers and formation of the contract

3.1 All offers made by BeNext B.V. are subject to contract unless an acceptance period has been expressly stated in or in relation to the quotation.

3.2 In the absence of agreement to the contrary, the prices stated in the aforementioned offers/quotations are exclusive of VAT and other governmental levies as well as the costs incurred in relation to the contract, including forwarding and administration expenses.

3.3 The offer is based exclusively on the information provided for that purpose by the Customer, and BeNext B.V. can rely on the accuracy and completeness of that information. The Customer guarantees the accuracy and completeness of that information.

3.4 The contract is formed between BeNext B.V. and the Customer by one of the following methods and times:

- a) if no order confirmation is sent, at the time at which the Customer accepts in good time and verbally or in writing and in unamended form an offer made by BeNext B.V.;
- b) if an order confirmation is sent, at the time at which BeNext B.V. takes receipt of the returned order confirmation that was sent to the Customer, signed for agreement;
- c) or at the time to which BeNext B.V. commences execution of the order on the Customer's request. Notwithstanding the above, either party is free to make a case that the contract has been formed by other means and/or at a different time.

Article 4: Execution of the contract

- 4.1 BeNext B.V. will execute the contract with the due care that can reasonably be expected of a good contractor. BeNext B.V. does not however guarantee that a certain result will be achieved.
- 4.2 All deadlines indicated by BeNext B.V. are indicative and are not to be regarded as firm deadlines.
- 4.3 In cases of late delivery BeNext B.V. must be held in default by the Customer before being considered to be in default.
- 4.4 If and in so far as required for the correct execution of the contract, BeNext B.V. reserves the right to have the work carried out by third-parties.
- 4.5 The Customer shall ensure that BeNext B.V. is provided in good time with all information that BeNext B.V. indicates is necessary and which the Customer could reasonably be expected to realize is necessary to the execution of the contract. If the information required for the execution of the contract is not issued to BeNext B.V. on time, BeNext B.V. reserves the right to suspend execution of the contract and/or to charge the Customer with extra costs incurred as a result of the delay at the current market rates.

Article 5: Delivery and costs

- 5.1 Delivery shall take place ex works/shop/warehouse of BeNext B.V.
- 5.2 The Customer is obliged to accept the goods at the time at which BeNext B.V. delivers them or has them delivered to him or when they are made available to him in accordance with the contract.
- 5.3 If the Customer refuses to take delivery or fails to provide information or instructions necessary to the delivery, BeNext B.V. shall be entitled to store the goods at the Customer's expense and risk after BeNext B.V. has notified him of his intention to do so. All storage costs will in that case be charged to the Customer.
- 5.4 If BeNext B.V. and the Customer have agreed on delivery, delivery shall take place free of charge unless BeNext B.V. has notified the Customer of the delivery costs upon entering into the contract. BeNext B.V. reserves the right to invoice the delivery costs separately upon delivery.
- 5.5 The risk of the goods shall transfer to the Customer at the time at which they are legally and/or actually delivered to the Customer and are thus placed at the Customer's disposal or a third-party nominated by the Customer for that purpose.

Article 6: Price and costs

- 6.1 The price is exclusive of VAT and all other costs incurred in the context of the contract.
- 6.2 BeNext B.V. reserves the right to increase the price within three months of entering into the contract. If BeNext B.V. decides to increase the prices, the Customer will be authorized to dissolve the contract unless the right to raise the price is provided for by law.

Article 7: Payment

- 7.1 Payment to be made in cash upon delivery or prepayment depending on the value of the order. Objections to the level of the bills do not suspend the payment obligation.
- 7.2 BeNext B.V.'s claims on the Customer shall become immediately due and payable in the event of the Customer being declared bankrupt, granted suspension of payment, being subjected to attachment or placed under administration or guardianship.
- 7.3 BeNext B.V. reserves the right to have payments made by the Customer extend first to payment of costs, then to outstanding interest and finally the principal amount and the current interest. BeNext B.V. can refuse a payment offer, without thus being in default, if the Customer indicates a different order of allocation. BeNext B.V. can refuse full payment of the principal amount if the due and current interest and costs are not remitted at the same time.
- 7.4 If BeNext B.V. exceeds any payment period BeNext B.V. has the right to discontinue further deliveries to the Customer until the full outstanding amount under all contracts entered into with BeNext B.V. has been paid. BeNext B.V. is in that case further entitled to send subsequent deliveries exclusively on a cash-on-delivery basis.

Article 8: Retention of title

- 8.1 All goods delivered by BeNext B.V. remain the property of BeNext B.V. until the Customer has met in full all of the obligations under the contract entered into with BeNext B.V.; this to be decided at BeNext B.V.'s discretion.
- 8.2 The Customer is not authorized to pledge or encumber in any other way the goods covered by retention of title.
- 8.3 In the event of third-parties imposing an attachment on the goods delivered under retention of title or setting out to establish or invoke any rights to them, the Customer is obliged to notify BeNext B.V. of that as soon as may reasonably be expected.
- 8.4 In the event of BeNext B.V. wishing to exercise his property rights as provided for in this article, the Customer hereby gives unconditional and irrevocable permission, now for then, for BeNext B.V. or third-parties engaged by BeNext B.V. to enter the places where the property of BeNext B.V. is located and to repossess that property.

Article 9: Collection costs

- 9.1 All judicial and extrajudicial (debt collection) costs reasonably incurred by BeNext B.V. in connection with the Customer's non-compliance or late compliance with his payment obligations shall be for the Customer's account.
- 9.2 The Customer is liable for payment of statutory interest over the debt collection costs.

Article 10: Inspection / complaints

- 10.1 The Customer must notify BeNext B.V. in writing of complaints within two months of establishing the defect. The letter of complaint should contain a description of the failure to perform in as much detail as possible so that BeNext B.V. is able to put forward an adequate response.
- 10.2 If a complaint is well-founded, BeNext B.V. is authorized to decide at his own discretion whether to amend the invoice, redeliver the relevant product or service or reimburse a proportion of the price already paid without continuing to implement the contract.
- 10.3 If the Customer fails to lodge a claim within the period provided for in article 10.1, all of his rights and claims of any nature regarding the subject of the complaint made or which could have been made during that period shall be null and void.

Article 11: Expiry period

- 11.1 Notwithstanding the provisions of article 10, the Customer is obliged if he is or remains of the opinion that BeNext B.V. has failed to implement the contract on time, completely or correctly - unless this is done subject to the provisions of article 10.1 - to notify BeNext B.V. as such in writing and without delay and to exercise his rights to institute claims on that basis within 14 months of the date of that notification, or within 14 months of the time at which notification should have taken place, in the absence of which all of his rights and claims in that regard shall lapse upon expiry of the period set forth above.

Article 12: Suspension and dissolution

- 12.1 If the Customer fails to meet any obligation to BeNext B.V. or to meet it in full or on time, if the Customer is declared bankrupt or a request for his bankruptcy is filed at the court, if the Customer has applied for or been granted suspension of payment, if goods of the Customer are subjected to an attachment, or if the Customer is placed under administration or guardianship, BeNext B.V. has the right to suspend compliance with his obligations to the Customer or to dissolve the contract with the Customer in full or in part, without any notice of default or legal intervention being required and without being obliged to pay any compensation for damages, without prejudice to the remaining rights of BeNext B.V., including the right to claim compensation for damages.

Article 13: Guarantee

- 13.1 BeNext B.V. provides a two year guarantee on all delivered goods and guarantees that all delivered goods meet the normal standards of soundness and usability and the statutory requirements, starting from shipment date.
- 13.2 BeNext B.V. will repair faults that occur during normal use of the delivered goods free of charge provided that they are covered by the guarantee. BeNext B.V. will determine whether the guarantee applies and the method of repair. BeNext B.V. is also authorized to replace defective goods. If BeNext B.V. opts to replace the goods and offers the Customer a completely new article, a standard percentage will be charged to cover depreciation/usage costs.
- 13.3 No claim can be made on the guarantee if the defect or the wear is evidently the result of defective maintenance or if the wear can be regarded as normal wear and tear. Neither can the guarantee be invoked in the following cases:
 - a) if changes have been made in or to the delivered goods by third-parties;
 - b) if the defects have been caused by unintended or inexpert usage (such as failing to act according to the accompanying directions for use);
 - c) if the goods are damaged as a result of intentional act or omission or gross negligence;
 - d) if the goods are damaged as a result of outside causes (such as lightning strike, power failure, natural disaster, etc.);
 - e) if the Customer fails to provide BeNext B.V. with the place, opportunity or time to investigate and repair the defect;
 - f) if the Customer remains in default and fails to meet his or her obligations.

Article 14: Liability

- 14.1 In the event of BeNext B.V. supplying defective goods, BeNext B.V.'s liability to the Customer is limited to the provisions set forth in these conditions under "Guarantees".
- 14.2 In cases where the manufacturer of a defective item is liability for consequential losses, the liability of BeNext B.V. is limited to repairing or replacing the item or to reimbursing the purchase price.
- 14.3 Notwithstanding the above, BeNext B.V. cannot be held liable if the loss can be attributed to intentional act or omission and/or gross negligence and or culpable act on the part of the Customer or inexpert or incorrect usage by the Customer.
- 14.4 The limitations of liability for direct losses set out in these conditions are not applicable in cases where the loss can be attributed to intentional act or omission or gross negligence on the part of BeNext B.V. or his subordinates.
- 14.5 BeNext B.V. is further authorized at all times to maximally limit or reverse the Customer's loss, for which the Customer is obliged to cooperate in full.
- 14.6 The Customer is obliged to limit or, where possible, to reverse his or her loss and that of his or her members

Article 15: Indemnification

- 15.1 The Customer indemnifies BeNext B.V. against claims of third-parties regarding intellectual property rights on materials or information issued to the Customer and which are used during implementation of the contract.
- 15.2 The Customer indemnifies BeNext B.V. against claims of third-parties regarding losses related to or arising from the contract implemented by BeNext B.V. if and insofar as BeNext B.V. is not liable to the Customer in that respect by virtue of the provisions of article 13.

Article 16: Article 16. Force majeure

- 16.1 The parties are not be required to comply with any obligation if prevented from doing so as a result of a circumstance that is beyond their control and for which they cannot be held accountable by virtue of the law, a juristic act or generally accepted views.
- 16.2 In these general conditions, force majeure is defined - in addition to that which is deemed as such by law and legal precedent - as all circumstances, foreseen or unforeseen, that are beyond the control of BeNext B.V. but which prevent BeNext B.V. from meeting his obligations. That includes strikes at BeNext B.V.'s business.
- 16.3 No claims for any compensation can be made by the Customer in the event of force majeure.

- 16.4 If a case of force majeure leads to an agreed date or term being exceeded, the Customer has the right to dissolve the relevant contract by means of written notification to that effect. That dissolution shall not extend to goods that have already been delivered; those goods must be paid for by BeNext B.V. with due observance of article 7 of these general conditions.

Article 17: Applicable law and disputes

- 17.1 In the absence of mandatory rules of law to the contrary, the court in BeNext B.V.'s place of establishment has exclusive competent jurisdiction.
- 17.2 All legal relationships between BeNext B.V. and the Customer to which these general conditions apply shall be governed by the laws of the Netherlands. The Vienna Sales Convention is expressly excluded.
- 17.3 In case these general conditions do not match the law of your country, BeNext B.V. has the intention to approximate the law as close as possible.

Article 18: Source

- 18.1 These conditions have been filed at the offices of the Chamber of Commerce in Amsterdam.
- 18.2 The most recently filed version or the version that was applicable at the time at which the contract was formulated shall be applicable at all times.
- 18.3 Any previously accepted conditions are overruled by this version

Article 19: Collection and usage of personal information

- 19.1 BeNext has a privacy policy which governs the usage of information and explains what information is collected, used and shared with third parties. The latest version of this document can be found at <https://www.benext.eu/privacy/>.
- 19.2 By agreeing to our General Terms and Conditions you also agree to our privacy policy.

Article 20: Special information for parents

- 20.1 Our system is not targeted to be bought by children under the age of 13. BeNext has the policy to be compliant to the COOPA regulations regarding information collection of children under the age of 13.
- 20.2 We strongly advise parents to have an active role in supervision of the online usage by their children.
- 20.3 Because our system is not targeted to children aged under 13 years, we comply to the COOPA regulations.

Article 21: Your consent

- 21.1 By creating an account on our website <https://benext.eu/login/> you agree to the General Terms and Conditions and the Privacy Policy.
- 21.2 It is currently not possible to create an account without consenting to our general Terms and Conditions and Privacy Policy.

Article 22: Problem resolution

- 22.1 If problems arise, visitors may contact BeNext B.V. We are committed to resolving disputes quickly and accurately