



B3bag, De Bosch Kemperlaan 8, 3818 HC, Amersfoort, Camber of Commerce nr 56484798, BTW 194415247B01

GENERAL TERMS AND CONDITIONS OF B3bag (Camber of Commerce legal name: New Mobility Center)

1. Definitions

1.1 In these general terms and conditions ("**Terms**"), the following definitions shall apply:

a) **B3bag:**

The private company with limited liability under Dutch law B3bag, having its registered offices in Amersfoort, the Netherlands;

b) **Client:** all natural or legal persons with whom B3bag enters into an Agreement or with whom B3bag is negotiating about the conclusion of an Agreement;

c) **Agreement:** any and every agreement entered into between B3bag and a Client, any amendment thereto and any actions or legal transactions connected with the execution of that Agreement and, seen in retrospect, any and all actions and legal transactions necessary for entering into that Agreement;

d) **Products:** any and all goods which are the subject of an Agreement;

e) **Order:** any order issued by a Client to B3bag in any form whatsoever.

2. Applicability

2.1 The present Terms shall comprise a part of all Agreements and shall be applicable to all B3bag's and Client's actions and legal transactions. Unless the nature or specific contents of any stipulation in the present Terms should oppose this, the provisions of the Terms shall also be applicable to Agreements under the terms of which B3bag does not act in its capacity of seller.

2.2 Applicability of any general terms and conditions applied by Client is explicitly dismissed by B3bag.

2.3 In These Terms apply to all services provided by B3bag to the Client.

3. Amendments

3.1 Notwithstanding article 21 of the Terms, amendments of any provision in any Agreement or in the Terms may only be agreed by written consent of both parties.

3.2 If an amendment or adjustment as referred to in article 3.1 of the Terms is agreed, such amendment or adjustment shall only apply to the Agreement concerned, unless expressly stated otherwise.

4. Quotations, Agreements, Product descriptions and definitions

4.1 A quotation or (price) offer shall not be binding on B3bag and shall qualify only as an invitation to the Client to place an Order.

4.2 An Agreement shall only be concluded to the extent B3bag accepts an Order from the Client in writing or if B3bag executes an Order. If at the request of Client B3bag carries out any work for Client before an Agreement is concluded, then Client shall remunerate B3bag therefore in accordance with B3bag's customary rates.

4.3 After acceptance of an Order, B3bag shall at all times be entitled to cancel such Order without stating its reasons, in which case B3bag shall not be obliged to refund any more than advance payments already made by Client, if any.

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5. Prices

5.1 All B3bag's prices are in Euro unless expressly stated otherwise. Insofar as prices are stated in other currency than Euro, than such statement of price is deemed to be based on the Euro equivalent of such price at the date that the price statement was made. Prices are exclusive of value added tax or any other sales tax. Costs of packing and despatch, import and export duties and taxes and any other surcharges, levies taxes imposed or charged in respect of the Products and the transportation thereof shall be for the Client's account.

5.2 Any change of factors having an impact on the prices of B3bag, including but not limited to rates of third parties, currency exchange rates, insurance rates, import and export duties and any other charges payable upon importation or exportation, freight charges and other charges, levies or taxes, may be charged on to Client by B3bag.

6. Payment

6.1 The Client shall pay all amounts due within 14 days of the invoice date.

6.2 B3bag is entitled to request advance payment. B3bag is at all times entitled to suspend performance of an Agreement or Order in case of one or more outstanding invoices of, in total, more than € 3.500 or in case an invoice is more than 30 days overdue.

6.3 If full and timely payment is not received by B3bag, Client shall automatically be in default without any notice of default being required. In that case, all claims by B3bag against Client, regardless of their grounds or nature, shall be immediately payable and Client will become due an interest of 1.5% per month over the outstanding amounts. B3bag shall then be entitled to suspend or discontinue any activities for the client without incurring any liability towards the client as a result thereof.

All (extra-)judicial expenses incurred by B3bag for collecting sums due by the client shall be reimbursed by the client with a minimum of 15% of the sums due.

6.4 Regardless of any statement expressing otherwise, payments by Client are deemed to have been settled on debts in the following order: interest, (extra-judicial) collection charges, principals payable (the older ones before newer ones).

7. Delivery period

7.1 The delivery period indicated by B3bag shall be based on the circumstances applicable to B3bag at the time the Agreement is entered into and, to the extent dependent on performance by third parties, on the information that those third parties provided to B3bag.

7.2 The delivery period shall commence on the date of B3bag's written Order confirmation.

7.3 The Client shall not claim any compensation in the event of an overdue delivery period. Neither shall the Client dissolve the Agreement in such an event, unless the Client proves that it cannot in reason be required to comply with the relevant part of the Agreement. In such case, the Client shall be entitled to dissolve the Agreement, provided it has informed B3bag thereof in writing and without prejudice to B3bag's right to supply the Products concerned and to require payment thereof within three weeks of the receipt of such a notification.

7.4 B3bag shall at all times be entitled to deliver in part-consignments.

8. Delivery and risk

8.1 If and to the extent that parties have not explicitly agreed in writing on the (costs of) delivery of the Products and the transfer of risk, the delivery shall be made at B3bag's premises, and the risk of the Products and the packing thereof shall in all cases be transferred to the Client at the moment the Products are ready for dispatch, while the dispatch shall be effected for the Client's account and risk.

8.2 If the Client should fail to collect the Products it has ordered or should fail to do so promptly, it shall be in default without requiring a written notice of default. In such event B3bag shall be entitled to store the Products

for the Client's account and risk and to sell these to a third party. The Client shall remain liable for the purchase price plus the interest and costs (by way of compensation) after the deduction of the net proceeds of such sale to a third party, if any.

9. Retention of title

9.1 The title to the Products shall not be transferred to the Client until it has paid B3bag the sum outstanding in respect of the Products in full, including the purchase price, any surcharges, interest, taxes and costs payable pursuant to the Terms or an Agreement and any services rendered or to be rendered in respect of the Products. 9.2 The Client shall not be authorized to rent, let or make the Products available in use to third parties, to pledge them or to otherwise encumber them in favour of third parties until B3bag has transferred the title of those Products to the Client.

9.3 If and as long as the title to the Products has not yet been transferred to the Client, the Client shall inform B3bag forthwith in writing in the event that the Products are seized, attached, garnished or if any other claim should be made with regard to the Products.

9.4 In the event of attachment, seizure, garnishment, bankruptcy, involuntary liquidation or a (provisional) moratorium of payments, the Client shall immediately inform the administrator or liquidator, the bailiff or the process-server serving the seizure, garnishment or attachment, of B3bag's rights of title.

10. Inspection and complaints

10.1 The Client shall be obliged to carefully inspect the Products immediately upon arrival at their destination or to have these examined upon receipt by the Client itself or any third party acting at its instructions, whichever is earlier. B3bag must be informed in writing of any complaints in respect of defects to the Products or any discrepancies in quantity, weight or quality between the Products supplied and the specification thereof in the relevant order confirmation or invoice no later than within 5 days after the receipt of the Products. The Client must notify B3bag of defects that could not in reason have been discovered within the abovementioned period in writing immediately after discovery, but in any case no later than within 30 days of the receipt of the Products. Should the Client fail to inform B3bag within the abovementioned term, its rights to exercise any of its rights with regard to such irregularity or defect have lapsed, notwithstanding the applicability of a possible shorter period applied by a carrier or other third party further to article 12 below.

10.2 The Client shall be obliged to immediately cease the use of the Products concerned after discovering any irregularity or defect, under penalty of lapse of the right to exercise any of its rights with regard to such irregularity or defect. The Client shall provide any cooperation B3bag may require in order to investigate the complaint.

10.3 The Client shall not be entitled to return Products to B3bag before B3bag has agreed in writing to such return. The costs of the return consignment shall be for the Client's account, and the Products shall remain at risk of the Client after receipt by B3bag of such Products.

11. Other obligations of the Client

11.1 The Client shall at all times make any and all information necessary for the execution of B3bag's activities available timely and shall warrant the accuracy and comprehensiveness thereof.

11.2 The Client shall not be entitled to remove or make invisible any trademarks or identifying marks on the Products, any documents accompanying and/or regarding the Products.

12. Products and services of third parties

12.1 B3bag shall be entitled to engage third parties to fulfill (parts of) an Agreement. If B3bag calls in third parties, the terms and conditions that apply to the agreement between such third parties and B3bag apply to

the Agreement notwithstanding the rights and obligations of B3bag and the Client arising from the Agreement, to the extent that in the event that these rights and obligations deviate, the terms and conditions that bind B3bag to any third party shall prevail. The terms and conditions that bind B3bag towards third parties in cases as described above will be provided by B3bag to the Client free of charge at the Client's first request.

13. Warranties

13.1 B3bag shall observe due care in informing the Client of the figures, measurements, weights, features other information applicable to the Products, but cannot warrant that these shall be free of deviations. Any specifications or samples demonstrated or made available shall be no more than indications of the Products concerned. If the Client should be able to demonstrate that the Products supplied by B3bag deviate from the information provided by B3bag or from the samples or specifications in such a way that the Client can no longer be obliged to comply with the order concerned, the Client shall have the right to dissolve the Agreement, to the extent however that such a dissolution should be necessary in reason and without B3bag being liable for damages.

13.2 B3bag warrants only those features, qualities of its Products that are explicitly agreed in writing.

13.3 If B3bag should deliver Products to the Client which B3bag has obtained from its own suppliers, B3bag shall at no time be obliged to honour a warranty or liability in respect of the Client which is more far-reaching than that which B3bag can claim from its own supplier.

13.4 If, in B3bag's opinion, the Client has been able to prove that any Products supplied by B3bag to the Client do not function properly, B3bag may choose, at its sole discretion, between:

- re-supplying the Products upon the return of the Products;
- modifying the Products properly;
- to grant the Client a discount on the purchase price to be agreed by mutual consent.

B3bag shall be fully discharged of its warranty obligations by complying with one of the options described above, and it shall not be held to pay any further compensation or damages.

13.5 The Products shall remain completely for the Client's risk even if B3bag should carry out any repairs to the Products.

13.6 B3bag offers a guarantee of durability for the Warranty Products for a period of 5 years. Should material or manufacturing defects occur during this period B3bag, as warrantor, offer one of the following services of its choice under the warranty:

- free repair of the product or
- free exchange of the product for an item of the same value (or a follow-up model where the original product is no longer available).

13.7 The warranty promise applies exclusively to the functional state of the Warranty Product. Follow-up costs, including any consequential damage or assembly costs, are not part of the warranty and will not be reimbursed.

13.8 The warranty promise applies exclusively to the synthetic and metal parts of the product.

13.9 B3bag warranty applies within the area of the European Union. Dutch law shall apply for all legal disputes in connection with this Agreement.

13.10 The warranty period is calculated from the date of the invoice/purchase receipt.



13.11 A warranty claim requires that B3bag are able to review the warranty case within the warranty period after having received the Warranty Product. The Warranty Product should be sent in with a copy of the invoice/purchase receipt and an as accurate as possible description of the defect. Without this information, it is not possible to perform an inspection or claim under the warranty.

13.12 Provided we are dealing with a justified warranty claim you will not be charged for postage during the warranty process. B3bag will reimburse any advance postage costs.

13.13 Warranty claims cannot be made for damages to the Warranty Product through:

- improper or incorrect use
- disregard of any safety precautions
- disregard of operating instructions
- Excessive use of violence (e.g. blow, impact, fall)

- unauthorised repair attempts
- usual wear and tear

13.14 In particular, damage caused by falls and damage following on from that, e.g. failing impermeability due to a previous fall, are excluded from the warranty.

Attempts at repair or repairs carried out by a non-authorized workshop or by non-authorized personnel are also excluded from the warranty.

Note:
Your rights under current law, such as your rights against the vendor under the purchase agreement (e.g. legal liability for material defects) remain unaffected by this warranty. This warranty applies in addition to the applicable warranty and liability regulations and does not restrict the rights of consumers against vendors or other mandatory rights or inalienable rights according to the law on general terms and conditions of business. Therefore, should the purchased product be faulty you can, in line with the vendor's legal liability for material defects, approach the vendor regardless of whether a warranty case applies or a claim is made under the warranty.

14. Claims filed by consumer

14.1 Client shall assess in first instance the accuracy of a claim that the consumer of the Product files under the conditions of warranty provided by B3bag. The conditions of warranty provided by B3bag to a consumer apply.

Should the Client consider the claim to be justified, Client shall contact B3bag. Sum may choose, at its sole discretion, how the claim should be handled.

14. Claims filed by consumer

14.1 B3bag shall assess whether a claim filed by the consumer of the Products under the conditions of warranty, is correct. The conditions of warranty provided by B3bag to a consumer are applicable. Should B3bag consider the claim to be justified, B3bag shall choose, at its own discretion, how the claim will be handled.

15. Liability

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15.1 Any liability of B3bag shall at all times be limited to the sum insured that shall be paid in such case under the liability insurance policies taken out by B3bag. These insurance policies have limited cover, inter alia with respect to the amount of the damages. Upon request thereto, access may be obtained to the insurance cover note. Should no payment be made by virtue of aforementioned insurance policies, regardless of the grounds, the liability of B3bag shall be limited to the fee that was invoiced by B3bag and paid by Client in connection with the delivery at hand during a twelve month period directly preceding the date on which the event leading to liability occurred, up to a maximum liability of € 10,000 (ten thousand Euro).

15.2 In the event that B3bag involves third parties, B3bag shall not accept any liability whatsoever for failure to perform on the part of such third party except for failure to perform on the part of B3bag itself – to which article 15.1 applies. If the Client brings legal action directly against a third party, the Client shall indemnify B3bag against any claims by such third party in connection with such claim as well as against all expenses to be incurred by B3bag. 15.3 All rights of legal action and other powers of the Client towards B3bag in connection with the Products delivered by B3bag shall lapse upon expiry of a one year term after the date on which the Client has become aware of - or could in all fairness have been aware of - the existence of such rights and powers.

16. Force majeure

16.1 If B3bag is unable to fulfill any of its obligations towards Client due to force majeure, these obligations shall be suspended during the force majeure situation.

16.2 If a force majeure situation has lasted for one month, both parties have the right to dissolve the Agreement in writing entirely or in part. In the event of force majeure of B3bag, Client is not entitled to any compensation or damages, not even if B3bag would enjoy any benefit as a result of such force majeure.

16.3 Force majeure on the part of B3bag is to be understood as a case of “*overmacht*” as mentioned in article 6:75 Dutch Civil Code, and furthermore any circumstance beyond the control of B3bag hindering the fulfill of its obligations towards Client entirely or in part or because of which B3bag cannot be expected in all fairness to fulfill its obligations, regardless whether such circumstance could have been foreseen at the time when the Agreement was concluded. Such circumstances include but are not limited to fires, acts of terrorism, strikes and lockouts, stagnation or other production problems suffered by B3bag or its suppliers, or problems in the transportation provided by B3bag or any third parties, any government measures, as well as the inability to obtain any permit or licence from any governmental body.

16.4 Parties shall notify each other as soon as possible of any (possible) force majeure situation.

17. Termination

17.1 If Client fails to fulfill any of its obligations arising from the Agreement properly or in time, Client shall be in default and B3bag shall be entitled without any default notice:

* to suspend the fulfillment of the Agreement until payment has been adequately guaranteed; and/or

* to dissolve the Agreement with Client entirely or in part;

all this without prejudice to B3bag's other rights under any Agreement whatsoever and without B3bag being held to any damages.

17.2 If B3bag exercises its right of dissolution as mentioned in article 17.1, B3bag is authorized to set off any amount which may possibly be refunded to Client with a remuneration for activities already carried out as well as with a compensation for loss of profit.

17.3 In the event of bankruptcy, (provisional) suspension of payment, liquidation or attachment of one or more assets of Client or if Client is aware that any of these situations may occur, Client must notify B3bag thereof as soon as possible.

17.4 In case of a situation as referred to in article 16.3, all Agreements with Client shall be dissolved by operation of law, unless B3bag notifies Client that it wishes (part of) the Agreement concerned to be fulfilled, in which case B3bag is entitled without any default notice:

- to suspend fulfillment of the Agreement(s) concerned until payment has been adequately guaranteed; and/or
- to suspend all its payment obligations, if any, towards Client;

all this without prejudice to B3bag's other rights under any Agreement whatsoever and without B3bag being held to any damages.

17.5 In the event of a situation as referred to in article 17.3, all B3bag's claims against Client shall be immediately payable in full.

18. Transfer of rights and obligations B3bag is allowed to transfer to third parties the rights and obligations described in any Agreement with Client. If obligations of B3bag are transferred, B3bag must inform Client beforehand and Client shall be entitled to terminate the Agreement by the date on which the transfer shall take place. In such case, B3bag shall not be liable for any damages. Client cannot transfer to third parties any rights or obligations from any Agreement unless after consent thereto by B3bag.

19. Comprehensive Agreement

An Agreement, including these Terms, shall replace all prior written and verbal arrangements, statements, expressions or acts by parties.

20. Conversion

If and insofar as any provision of these terms cannot be invoked due to any imperative rule of law, the unfair character of these Terms or grounds of reasonableness and fairness, the provision concerned, as far as contents and essence are concerned, shall in all events have a corresponding meaning to such an extent that the provision concerned may indeed be rightfully invoked.

21. Amendment of terms

These terms may be amended on the part of B3bag by mere notification to Client. In the absence of any protest within 30 days after notification the amended Terms shall apply to all new Agreements as of the day of notification as well as to all current Agreements if and insofar as these are carried out after the day of notification.

22. Applicable law, competent court

22.1 These Terms and all other Agreements shall be governed by Dutch law. The applicability of the Uniform Law on the International Sale of Movable Property, the Uniform Law on the Formation of International Contracts for the Sale of Goods as well as the Vienna Convention on the Sale of goods is excluded.

22.2 Any dispute arising from or in connection with the Agreement or these Terms shall be brought before the competent court in Amersfoort.