

INTERNET TERMS AND CONDITIONS OF NEDFILTER B.V.

ARTICLE 1. DEFINITIONS

The terms below are capitalized and have the following meanings.

1.1 Service: a Service (or Services) to be provided by Nedfilter B.V. to the Customer, possibly against payment, which may include: providing access to and use of the Nedfilter B.V. Website, webshop or all other digital channels made available by or on behalf of Nedfilter B.V. in the broadest sense.

1.2 Information: every image and every text and every figure and all combinations of these, obtained by or on behalf of Nedfilter B.V., its Website, webshop and/or anything connected with it.

1.3 Login data: the (digital) data provided by Nedfilter B.V. consisting of: a customer number, individual username and password.

1.4 Internet: a worldwide whole of linked computer networks, host(ing) computers, databases, telecommunication networks and facilities.

1.5 Internet Terms and Conditions: these terms and conditions of Nedfilter B.V. that apply to the Service and which are (digitally) accepted by the Customer.

1.6 Customer: the natural or legal person being the customer of the Service of Nedfilter B.V. and in general, the person who logs in or on behalf of whom is logged in to all digital channels made available by Nedfilter B.V. including the Website and webshop of Nedfilter B.V. each time provided that the person has been granted access by Nedfilter B.V.

1.7 001 User (Primary User): the natural or legal person who on behalf of the Customer with respect to the Service may manage all authorizations (including the creation of Sub-users).

1.8 Sub-User: third parties such as employees, subordinates, self-employed or other natural persons who, on behalf of and under the responsibility of the Customer, have digital access to the Service and may place (digital) orders with Nedfilter B.V.

1.9 Nedfilter B.V.: a company under Dutch law, having its registered office in Lelystad, the Netherlands.

1.10 Website: the digital communication network operated by Nedfilter B.V. through which Nedfilter B.V. offers internet services including the webshop.

ARTICLE 2. GENERAL

2.1 The Internet Terms apply to all offers by Nedfilter B.V. in connection with the Service and to all legal relationships between Nedfilter B.V. and the Customer related to or arising from the use of the Service.

2.2 This applies equally to the General Terms of Sale and Delivery of Nedfilter B.V. These conditions can be found and downloaded at www.vlint.nl and will be sent (digitally) to the Customer free of charge upon first request. If the latter conditions conflict with these Internet Terms and Conditions, the Internet Terms and Conditions take precedence. Any general (purchase) conditions of the customer Nedfilter B.V. expressly rejects. These conditions of the Customer are not applicable and therefore do not bind Nedfilter B.V.

2.3 Nedfilter B.V. has the right to change the Internet Terms, rates and/or specifications of the Service, as well as the Service(s) to be offered. These changes also apply to a Customer who is already using the Service.

2.4 Nedfilter B.V. will take the reasonable interests of the Customer into account. Changes will be made known by Nedfilter B.V. via the Website. Customer shall ensure to regularly read the messages sent by Nedfilter B.V. to his or her email address or consult the Website and always inform Nedfilter B.V. of the correct (if necessary changed) email address.

2.5 Technical changes to which Nedfilter B.V. is forced by the government or which are made by Nedfilter B.V. at the request of the Customer, may result in changes to the Internet terms.

2.6 If a measure established by or pursuant to statutory regulations or a court ruling relevant to the industry requires Nedfilter B.V. to adjust the Service and/or otherwise the service, this adjustment will be implemented.

2.7 If any provision of the Internet Terms and Conditions is in whole or in part contrary to a statutory provision or is null and void, these Internet Terms and Conditions shall otherwise remain in full force. In that case, a provision will replace it that comes as close as possible to the intention of the original provision.

2.8 The Customer may not give or grant third parties access to the Service without the express written permission of Nedfilter B.V. However, the Customer is permitted to grant a 001 User or a Sub-User access to the Service on its behalf.

2.9 Nedfilter B.V. is entitled to place restrictions and/or conditions on the number of Sub-Users a Customer and/or 001-User can create.

2.10 It is the Customer's responsibility to timely inform Nedfilter B.V. in writing/electronically of any change in their name, address, place of residence, email address, IBAN number and with respect to other (changed) circumstances that may be relevant to the implementation of the Service.

ARTICLE 3. USE OF THE SERVICE

3.1 All offers from Nedfilter B.V. and its affiliated companies - in any form whatsoever - through the Service are without obligation, unless expressly agreed to the contrary.

3.2 Use of the Service will be realized by Nedfilter B.V. as soon as possible once Nedfilter B.V. has received the (electronic) application to become a customer (electronically) from the Customer and the Login Details have then been sent (digitally) by Nedfilter B.V. to Customer. Nedfilter B.V. is in this case also dependent on third parties, so that there is a best-efforts obligation on the part of Nedfilter B.V. and never a fatal deadline towards Customer, Sub-users or third parties.

3.3 Nedfilter B.V. has the right to refuse applications or use of the Service and/or terminate the use of the Service immediately and unilaterally without (written) reason if, in the sole opinion of Nedfilter B.V., there are reasonable grounds to do so. For example, if there is a reasonable suspicion that the Customer will not fulfill or partially fulfill his or her obligations, if Nedfilter B.V. doubts about, or has information about, the creditworthiness or poor payment behavior of the Customer towards Nedfilter B.V. or third parties. Nedfilter B.V. may obtain information about this from third parties.

ARTICLE 4. TERM OF USE AND TERMINATION OF THE SERVICE

4.1 The period of use of the Service starts on the date on which the Customer can use the Service.

4.2 Use of the Service is permitted for an indefinite period of time.

4.3 The Service can always be terminated by Nedfilter B.V. and the Customer, subject to a notice period of one (1) month. Notice of termination shall be given by the end of the month.

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

4.5 If the Customer fails to fulfill an obligation from the Internet Terms or any other terms declared applicable, Nedfilter B.V. may suspend or terminate the fulfillment of the corresponding obligation without prior written notice to the Customer.

4.6 The Customer, Users or third parties shall never be entitled to a right of suspension towards Nedfilter B.V.

4.7 The Customer is authorized to terminate all or part of the Service, if Nedfilter B.V. fails to meet a serious obligation belonging to the Service. However, the Customer may terminate only after the Customer has given Nedfilter B.V. notice of default by registered letter or electronically (email) and Nedfilter B.V. has subsequently failed to remedy the deficiency within the notified reasonable period. All this unless the shortcoming of Nedfilter B.V. is of such minor significance that it does not justify termination by the Customer.

4.8 Nedfilter B.V. has the right to immediately terminate the Service in whole or in part or to block access to the Service, temporarily or permanently, if the Customer fails to meet one or more of his obligations under the Internet terms or other (payment) conditions.

4.9 In case of blocking by Nedfilter B.V., the Customer shall continue to owe any fees related to the Service for the period of this blocking. Nedfilter B.V. also retains the right towards the Customer to full compensation for damages.

4.10 In the event of a termination of the Service by Nedfilter B.V. as a result of a failure attributable to the Customer, the Customer is obliged to immediately pay all invoices outstanding to Nedfilter B.V.

4.11 Nedfilter B.V. is equally entitled to terminate the Service with immediate effect without notice of default or court intervention in the event that the Customer:

- Has provided false and/or incorrect data to Nedfilter B.V.;
- has failed to provide correct data or changes (on time);
- has used the Service under false pretences;
- in the sole opinion of Nedfilter B.V. makes improper use of the service, such as for example but not limited to frequent use of different delivery addresses not belonging to the business addresses of the customer;
- otherwise uses the Service inappropriately or incorrectly in the sole opinion of Nedfilter B.V.;
- cause technical failures by using the Service;
- is granted suspension of payment or a suspension of payment has been applied for;
- has been assigned for collection by Nedfilter B.V. (to third parties);
- is placed under guardianship or administration or loses free control over his assets in any other way, including in case of debt restructuring;
- is declared bankrupt or bankruptcy is filed for;
- dies or (in the case of legal persons) is wound up or (part of) the company is transferred;
- has not used the Service for a period of 24 months after commencement of the Service;
- the Customer is a private person.

ARTICLE 5. SERVICE AVAILABILITY

5.1 Nedfilter B.V. strives for the highest possible availability and quality of the Service. However, Nedfilter B.V. cannot guarantee that the Service will function without limitations or failures at all times. The Customer is aware that the availability and quality of the Service can also be determined by the availability and quality of the connections to the Internet, and in addition, the other use that the Customer simultaneously makes of his Internet connection.

5.2 In case of non-attributable failure of Nedfilter B.V. to fulfill the Service, the obligations of Nedfilter B.V. shall be suspended.

5.3 Failures not imputable to Nedfilter B.V. are in any case: failures in the connections to the Internet, other failures in telecommunications networks, fully occupied telephone lines outage of electricity and other circumstances beyond the control of Nedfilter B.V. or not reasonably foreseeable for it.

5.4 Nedfilter B.V. is authorized, among other things, but not exclusively, to change the login procedure and Login data. Any costs associated with such changes for the Customer shall remain the responsibility of the Customer.

ARTICLE 6. USE OF THE SERVICE

6.1 The Customer is responsible for the availability and proper functioning of all software, hardware, peripherals and the connection to a telecommunications network necessary for safe access to and functioning of the Service.

6.2 The Customer is obliged to follow reasonable instructions from Nedfilter B.V. regarding the use of the Service. Nedfilter B.V. is in no way liable for damages resulting from improper installation that is the result of acts or omissions by or on behalf of the Customer.

6.3 The Customer is liable for all consequences, including all damages to Nedfilter B.V. and/or its affiliated (legal) persons, of any (un)authorized and/or careless use of the Service by it, Sub-users and other third parties.

6.4 The Customer is not permitted to copy Information belonging to the Service in any form wholly or partially unlawfully, or to make it available to third parties other than its 001-User and Sub-Users, or to allow them to take note of it.

6.5 Nedfilter B.V. is at all times entitled to further regulate the use of the Service in a manner to be determined by Nedfilter B.V.

6.6 The Customer is obliged to use the Login Data provided to the Customer by Nedfilter B.V. for the Service.

6.7 The Customer is responsible for maintaining the confidentiality of the Login Data and bears all consequences, including all damages to Nedfilter B.V., of not complying with this obligation to Nedfilter B.V.

6.8 The Customer shall replace the password at least once every six months and shall also continuously impose this on its Sub-users and third parties as a separate obligation.

6.9 The Customer is not permitted to use the facilities made available by Nedfilter B.V. belonging to the Service to seek or gain unauthorized access to networks or computer systems of third parties, to use Information obtained unlawfully and/or to damage or use certain software.

6.10 In addition, using the facilities offered by Nedfilter B.V. belonging to the Service, the Customer is not allowed to act in violation of the law, morality, public order, the guidelines of the Advertising Code Committee, the Internet Terms and Conditions of Nedfilter B.V., Sales and Delivery Terms and Conditions of Nedfilter B.V. and other regular and customary rules of conduct for the use of -the applications of- the Internet.

6.11 These acts include, but are not limited to:

- spam : envoi de courriers électroniques non sollicités, que ce soit en grande quantité ou non ;
- enfreindre des œuvres protégées par le droit d'auteur ou violer de toute autre manière les droits de propriété intellectuelle de tiers ;
- la diffusion délibérée de virus informatiques ;
- le piratage : la pénétration délibérée et non autorisée de tout ou partie d'un système informatique contre la volonté du propriétaire ou de l'administrateur.

6.12 If Nedfilter B.V. believes that there are cases as mentioned in the aforementioned article, Nedfilter B.V. has the right to remove the Information posted by the Customer or temporarily or permanently terminate access to the Service without giving any reason and charge all related damages and costs to the Customer.

6.13 The Customer is responsible for maintaining his connection to the (telephone) network, if necessary for access to the Service.

6.14 Technical changes to the connection made by the Customer with respect to the Service himself and on his own initiative may lead to the charging of reasonable costs or, if the Service can no longer be provided as a result, may give rise to unilateral termination of the Agreement by Nedfilter B.V. without giving reasons.

6.15 If access to the Service is blocked, Nedfilter B.V. is entitled to charge the Customer for the related costs, as well as the costs associated with any unblocking of access to the Service. Collection costs, both in and out of court are entirely at the expense of the Customer.

ARTICLE 7. COSTS

7.1 Access to the Service to be provided by Nedfilter B.V. to the Customer is in principle free of charge.

7.2 Nedfilter B.V. reserves the right to make application (or certain applications) and use (or certain use) of the Service still available to the Customer for a fee to be determined.

7.3 If Nedfilter B.V. decides to no longer make the Service (and/or a part thereof) available to the Customer free of charge, this shall be communicated to the Customer in a timely manner and the Customer shall have the opportunity to terminate the Service with Nedfilter B.V. subject to 30 days notice.

ARTICLE 8. THE 001-USER /SUB-USER.

8.1 The Customer shall personally and personally use the Service provided by Nedfilter B.V..

8.2 Nedfilter B.V. allows the Customer, on behalf of the Customer and under its

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responsibility, the 001-User and Sub-User, to use the Service.

8.3 Nedfilter B.V. has the right at all times to prohibit the use of the Service or Sub-Users without giving any reason, or (for example, with regard to the scope thereof) to impose further regulations on it.

8.4 The Customer shall impose the Internet Terms and Conditions of Nedfilter B.V. in full on the Sub-users and any third parties.

8.5 In doing so, the Customer shall also expressly (continue to) sufficiently control and supervise at all times the compliance with the Internet Terms and Conditions Nedfilter B.V. and other terms and conditions by these and/or Sub-users.

8.6 The Customer shall fully indemnify Nedfilter B.V. and third parties for any damages that Nedfilter B.V. or third parties may suffer or costs that it may incur as a result of the use of its Service by one and/or Sub-users, or other third parties.

8.7 After cancellation, dissolution or other form of termination of the Service, the Customer shall destroy all Login Data relating to (access to) the Service and shall simultaneously impose this as an obligation on its Sub-user and verify the same.

ARTICLE 9. FACILITY REGARDING DELIVERY ADDRESS.

9.1 The Customer may, with respect to products to be specified by Nedfilter B.V., place orders related to the Service via the Nedfilter B.V. Website and, without Nedfilter B.V.'s prior consent, provide different delivery addresses via its Website, therefore other than the Customer's own address.

9.2 All deliveries by Nedfilter B.V. to the above-mentioned other address(es) shall be regarded as correct deliveries, also in the sense that the customer cannot subsequently claim that delivery should have been made to a different address.

9.3 Nedfilter B.V. reserves the right to exclude certain orders and/or certain goods and/or orders of and by the Customer only related to the Service, below a certain value and/or orders above a certain value, at any time to be determined by Nedfilter B.V. and with effect from a date to be notified by Nedfilter B.V.

9.4 With regard to making orders through the Nedfilter B.V. Website, the Customer shall fill in the procedures and/or entry fields correctly and completely, whereby Nedfilter B.V. reserves the right to change these procedures and/or entry fields at any time. Only correctly and fully completed orders will be processed.

9.5 If the customer frequently uses different delivery addresses, Nedfilter B.V. reserves at all times the right to charge for this.

9.6 Nedfilter B.V. takes no responsibility for the risks, which lie in the use by the Customer, Sub-users, and/or third parties of the deviating delivery address provided via the Nedfilter Website. The Customer assumes all such risks, such as for example (but not limited to) the risk, that the goods would not have been received at such address (according to the opinion of the Customer) or would not have been received correctly or completely or not in time.

9.7 With regard to the (digital) signing of the packing list at the said other address, Nedfilter B.V. may rely entirely on the person who presents himself there as authorized to (digitally) sign on behalf of the customer, with the effect as if the customer had signed personally (digitally). For this reason, the customer remains solely responsible for informing Nedfilter B.V. of a different delivery address and any consequences that may arise. The latter includes (but is not limited to) the delivery address provided by (or on behalf of) the Customer that is used by the driver for the actual delivery of one or more orders.

ARTICLE 10. PROTECTION AND PROCESSING OF PERSONAL DATA

10.1 Nedfilter B.V., as data controller, and in compliance with applicable privacy laws, processes personal data provided to it by the Customer, and Sub-Users or through his use of the Service. Nedfilter B.V. processes this personal data in the context of:

- orders for Services;
- creditworthiness checks, combating fraud and non-payment;
- implementing the Services;
- invoicing;
- management of Information provided by the Customer;
- processing of inquiries made by the Customer;
- fraud control;
- market research;
- management of data relating to the Customer and customer groups;
- (direct) marketing purposes;
- the use of cookies;
- To propose to the Customer other Services;
- and for further development and optimization of the Service.

10.2 This processing is only accessible to Nedfilter B.V. and is not provided to third parties, unless Nedfilter B.V. engages third parties as part of the Service, has reasons to have the creditworthiness of a Customer investigated, or if Nedfilter B.V. is required to do so by law or court order.

10.3 Any use in accordance with the previous paragraph may be objected to in writing by the Customer to whom the personal data relates.

10.4 Nedfilter B.V. takes the reasonably possible technical and organizational measures for the safety and security of its Service taking into account the nature of the risks, the state of the art and the cost of implementation. Given the risks inherent in the use of Internet and email, Nedfilter B.V. can not guarantee the confidentiality of personal data, message traffic or other information used or distributed by the Customer.

10.5 The Customer has the right to access as referred to in the applicable privacy laws regarding his personal data as processed by Nedfilter B.V.

ARTICLE 11. INTELLECTUAL PROPERTY RIGHTS

11.1 The (intellectual) property rights to the Service and the Information (services) that Nedfilter B.V. makes or will make available to the Customer remain fully vested in Nedfilter B.V. and/or its suppliers and/or the relevant entitled parties.

11.2 The Customer shall refrain from any infringement of these (intellectual) property rights and shall be liable to Nedfilter B.V., its suppliers or entitled parties for all damages and costs related to any infringement of said rights.

ARTICLE 12. LIABILITY

12.1 Nedfilter B.V. shall never be liable for damages of any kind suffered by the Customer or third parties resulting from or in any way related to the use (or inability to use) the Service, unless the Customer or a third party can prove that the damage is the direct and foreseeable result of intent or gross negligence of Nedfilter B.V.. In the latter case, the liability of Nedfilter B.V. is always limited to direct damages (consequential and/or indirect damages are excluded, including, fines, damages due to loss of use time, lost profits and missed savings) and this liability of Nedfilter B.V. is limited to the amount that will be paid by the liability insurer of Nedfilter B.V. in that case.

12.2 In case of an attributable failure, the Customer shall be liable to Nedfilter B.V. for all damages to the extent determined by law.

12.3 The Customer indemnifies Nedfilter B.V. against third-party claims for compensation for damages, insofar as this claim is based on the use made of the Service and/or concerns the content of the transmitted data.

12.4 The digital and/or electromagnetic storage and transmission of Information involves risks in terms of preservation and security of the data. Given these risks, Nedfilter B.V. is not liable for any damages resulting from or related to: damage to the data stored or transmitted digitally and/or electromagnetically; disruption, disappearance and disclosure of confidential and valuable Information.

ARTICLE 13. FORCE MAJEURE

13.1 A failure in the provision of services cannot be attributed to Nedfilter B.V. if it is not due to its fault, nor by virtue of the law, legal act or generally accepted practice (force majeure).

13.2 In case of force majeure, the obligation of Nedfilter B.V. to fulfill the provision of the Service shall expire. In that case, Technische Unie B.V. shall not owe any compensation.

13.3 The suspension shall apply for the duration of the force majeure.

13.4 Cases of force majeure may include, but are not limited to, failures in performance by Nedfilter B.V. due to viruses, DDOS attacks, hacking, loss of power supply on its side and failures in the network of a third party.

ARTICLE 14. LIMITATION PERIOD

14.1 All legal claims of the Customer against Nedfilter B.V. by virtue of the Service shall, subject to provisions of mandatory law, expire after 1 (one) year.

14.2 The limitation period shall commence on the day on which the relevant obligations from the provision of the Service become due and payable.

ARTICLE 15. APPLICABLE LAW AND DISPUTES

15.1 The legal relationship between Customer and Nedfilter B.V., the Internet Conditions Nedfilter B.V. and all other terms and conditions are governed by Dutch law.

15.2 Disputes between the Customer and Nedfilter B.V. regarding the establishment or implementation of Service to be provided or delivered by Nedfilter B.V. shall be submitted exclusively to the court in Lelystad, Netherlands.