

## Article 1

The following definitions shall apply to these general terms and conditions unless explicitly stated otherwise: MALU B.V. refers to the private limited liability company located at Voorstraat 16, 1931 AL in Egmond aan Zee, registered under trade register number 94839301 and VAT number NL866909655B01, including all its subsidiaries and the seller. The term "Other Party" denotes any individual or entity that enters into a contractual relationship with MALU B.V. or to whom MALU B.V. has extended an offer that is subject to these general terms and conditions of sale and delivery. An "Agreement" encompasses any contract, regardless of its form, between MALU B.V. and the Other Party, including any modifications or additions, as well as all legal actions taken in preparation for or execution of that contract. A "Distance Contract" is defined as an agreement formed within the framework of a distance selling system organized by MALU B.V., where communication occurs solely through one or more distance communication methods until the agreement is finalized. The "Right of Withdrawal" refers to the entitlement of a consumer to cancel the distance agreement within a cooling-off period of fourteen days; this right does not extend to other types of agreements or to parties that are not consumers. Lastly, "Assignment" pertains to any request for services or goods to be provided by MALU B.V. to the Other Party, established through an agreement, with the explicit exclusion of the applicability of Articles 7:404, 7:407(2), and 7:409 of the Dutch Civil Code, irrespective of how the order is placed.

## Article 2 Applicability of these terms and conditions

1. These terms and conditions govern all legal relationships in which MALU B.V. serves as a seller, supplier of goods, or provider of services. All stipulations within these terms and conditions are binding upon the parties, unless the parties have explicitly agreed in writing to deviate from them. In cases involving a rental agreement with MALU B.V., Annex I of these terms and conditions shall also be applicable. Should an annex be relevant due to the nature of the agreement, its provisions will take precedence.
2. The general terms and conditions proposed by the other party are explicitly rejected. Any terms or conditions that differ from those stated herein shall only be considered valid if they have been expressly accepted in writing by MALU B.V., and this acceptance shall apply solely to the specific agreement for which they were accepted.
3. These terms and conditions are applicable to all agreements that necessitate the involvement of third parties for their execution. Furthermore, these terms and conditions are also intended for the employees of MALU B.V.
4. Should MALU B.V. implicitly permit a departure from these terms and conditions, such allowance does not compromise its entitlement to insist on immediate and rigorous adherence to the stipulated terms. The other party shall not be able to claim any rights based on the premise that MALU B.V. enforces these terms and conditions in a flexible

manner or does not consistently demand timely compliance with the provisions outlined therein.

5. In the event that any provision of these terms and conditions is found to be wholly or partially invalid or rendered void, the remaining provisions shall continue to be in full force and effect. MALU B.V. shall then create new provisions to substitute for the invalid or voided ones, ensuring that the intent and purpose of the original provision are considered to the greatest extent possible. If deemed necessary, the parties will engage in discussions regarding the precise wording of these new provisions.
  
6. Any ambiguities regarding the content of the terms and conditions, as well as circumstances not addressed within these terms and conditions, should be evaluated in accordance with the underlying principles of these terms and conditions.
  
7. 1. The counterpart with whom a contract has been established under these terms and conditions is considered to have implicitly consented to the relevance of these terms and conditions for any subsequent agreements made with MALU B.V.

### **Article 3 Offer and conclusion of agreement**

1. All quotations, proposals, and any other communications made by or on behalf of MALU B.V., hereinafter referred to as "offer," are entirely non-binding unless explicitly stated otherwise in writing. An offer shall become void if the item and/or service it pertains to is no longer available in the interim. Clear mistakes or evident inaccuracies in an offer shall not be considered binding on MALU B.V.
  
2. The offer provided by MALU B.V. contains a level of detail adequate for the other party to conduct a proper evaluation. In instances where MALU B.V. includes images, these accurately reflect the goods and/or services being presented. Nonetheless, it is important to note that all images, specifications, and/or data included in the offer serve merely as indications and shall not constitute grounds for compensation and/or termination of the agreement.
  
3. MALU B.V. does not guarantee that the colors represented in the images provided by and/or on behalf of the company accurately reflect the actual colors of the products.

4. Every proposal eligible for a distance contract must include information that clearly outlines the rights and obligations associated with the acceptance of the offer for the other party. This specifically pertains to the price, inclusive of taxes, any applicable shipping fees, the method by which the agreement will be finalized, and other relevant details.
5. It is necessary to take actions regarding this matter, regardless of the applicability of the right of withdrawal, as well as considering the payment method, delivery, execution of the agreement, and the relevant general terms and conditions.
6. An agreement is established once MALU B.V. provides written confirmation of the assignment within a period of 8 days, or if MALU B.V. initiates execution within 14 days following the receipt of the assignment. This stipulation also extends to modifications of assignments.
7. In the context of a distance contract involving a consumer, the agreement is established at the point when the other party accepts the offer and meets the stipulated conditions. If the acceptance occurs through electronic means, MALU B.V. will promptly acknowledge receipt of the acceptance via electronic communication. Until MALU B.V. confirms the receipt of this acceptance, the consumer has the right to terminate the agreement by providing explicit written notice.
8. If the other party accepts an offer, MALU B.V. reserves the right to revoke the offer within 3 (three) days after receipt of the acceptance.
9. If the acceptance deviates from the offer, MALU B.V. is not bound by it. In that case, the agreement will not be concluded in accordance with this deviating acceptance, unless MALU B.V. expressly accepts this in writing.
10. A composite quotation does not oblige MALU B.V. to perform part of the assignment at a corresponding part of the quoted price. Previous quotations, offers, prices and/or rates do not automatically apply to new assignments and/or agreements.
11. Assignments and agreements accepted by MALU B.V. are considered definitive solely based on their type and brand. In the event of any alterations to packaging, version, model, type, etc., MALU B.V. is released from obligation by delivering the modified

packaging, version, model, type, etc. at the standard price applicable at that time.

12. In the event that the other party urgently necessitates the complete or partial delivery of services and/or goods from MALU B.V., or if the other party has explicitly requested such immediate delivery, the agreement shall be considered concluded upon MALU B.V.'s initiation of the delivery of services and/or goods, either in full or in part, to the other party.

#### **Article 4 Delivery**

1. In the absence of a written agreement to the contrary, delivery shall occur on an 'ex works' basis. While the goods intended for delivery remain in the warehouse or storage facility of MALU B.V., all associated costs and risks are borne by MALU B.V. Once the goods have departed from the warehouse or storage location of MALU B.V., the costs and risks transfer to the other party, and the goods shall be deemed delivered.
2. The other party is obliged to take delivery of the purchased goods at the time they are delivered to him. If the other party refuses to accept the goods or is negligent in providing information or instructions necessary for the delivery, the goods will be stored at the risk and responsibility of the other party. In that case, the other party will owe all additional costs, including storage costs and transport costs.
3. MALU B.V. has the right to have certain activities carried out by third parties if and insofar as this is required for the proper execution of the assignment. MALU B.V. also has the right to deliver from the stock of third parties, provided that it has not been explicitly agreed that the delivery will take place from its own stock.
4. An agreed delivery time is not a strict deadline, unless expressly agreed otherwise in writing. In the event of late delivery, the other party must therefore expressly give MALU B.V. a written notice of default and grant it a reasonable period of time to deliver before MALU B.V. is in default. An agreed term starts to run from the moment that the other party has provided MALU B.V. with all the information requested by MALU B.V.
5. Furthermore, an agreed delivery time is always subject to undisturbed working conditions and material supply, undisturbed transport and timely delivery by suppliers of MALU B.V., in such a way that MALU B.V. can maintain the delivery time.
6. MALU B.V. is allowed to deliver sold goods in parts. This does not apply if a partial

delivery has no independent value. If the goods are delivered in parts, MALU B.V. is authorized to invoice each part separately.

7. If the agreement is executed in phases, MALU B.V. may suspend the execution of those parts that belong to a subsequent phase until the other party has approved the results of the preceding phase in writing.
  
8. Should the actual delivery date be delayed at the request or due to the fault of the other party, or if the other party requests partial delivery and/or fails to collect the goods, the risk associated with the goods will still transfer to the other party once these goods have been designated as belonging to the other party within the administration and/or storage facilities of MALU B.V. From that point forward, MALU B.V. reserves the right to issue an invoice for the goods. Any expenses related to additional transportation, storage, insurance, or other supplementary costs will be borne by the other party.
  
9. In the event of a distance agreement for the other party or service, MALU B.V. will provide the other party with the following information, in writing or in such a way that it can be stored by the other party in an accessible manner on a durable data carrier, the visiting address of MALU B.V. for complaints, the conditions for the use of the right of withdrawal, the information about warranties and existing after-sales service.

## **Article 5 Transport and shipping**

1. Regardless of whether the transport of the goods is provided by MALU B.V. or by third parties, the risk remains entirely at the expense of the other party, unless expressly agreed otherwise in writing.
  
2. The other party is obliged to fully always indemnify MALU B.V. against all direct and indirect damage caused to third parties in connection with the transport for which MALU B.V. is held liable.
  
3. In circumstances where it has been explicitly stipulated in writing that delivery will be conducted using the transport services of MALU B.V. at the expense and risk of MALU B.V., the goods shall remain at the cost and risk of MALU B.V. as long as they are stored in a warehouse, storage facility, or transport vehicle belonging to MALU B.V. Once the goods have been delivered by MALU B.V. to the designated location of the other party, and the other party or an authorized representative acknowledges receipt by signing, the risk and responsibility for the goods will transfer to the other party, thereby confirming that the delivery has been completed.

4. If MALU B.V., whether on behalf of the other party, arranges the transport of the goods, MALU B.V. is free to choose the packaging, the carrier and the route to be followed. In the event that MALU B.V. also takes care of transport insurance, this does not affect the provisions and the buyer must take out additional insurance for the goods if desired.
  
5. In the event that the other party requests the shipment of the goods, shipment will always take place at the buyer's own expense and risk.

## **Article 6 Implementation**

1. MALU B.V. is free to carry out the assignment at its own discretion and will observe the requirements of good workmanship.
  
2. Agreements can only be defined as an obligation to perform to the best of one's ability and can never contain an obligation to achieve a result.
  
3. In carrying out the work, MALU B.V. relies on the information and data provided by the other party. MALU B.V. may assume that the information provided by the other party is correct.
  
4. The other party shall ensure that all information of which MALU B.V. indicates that it is necessary or of which the other party should reasonably understand that it is necessary for the execution of the agreement, is provided to MALU B.V. in a timely manner.
  
5. If the information required for the execution of the agreement is not provided to MALU B.V. in a timely manner, MALU B.V. has the right to suspend the execution of the agreement and/or to charge the other party the costs arising from the delay according to the usual rates.
  
6. MALU B.V. is not liable for damage, of whatever nature, because it has based its services on incorrect and/or incomplete data or information provided by the other party.

## **Article 7 Samples**

1. If MALU B.V. shows or provides a model, sample and/or example, this is always only by way of indication: the qualities of the goods to be delivered may differ from the sample, model or example.
2. Data, in whatever form, and catalogues provided by MALU B.V. can be changed by MALU B.V. without prior notice and are therefore not binding.
3. MALU B.V. always has the right to stipulate that goods that it deems eligible for this will only be delivered in certain minimum quantities.
4. Models, samples, examples and the like provided by MALU B.V. remain the property of MALU B.V. unless expressly agreed otherwise in writing.
5. Models, samples, examples and the like provided to MALU B.V. by the other party remain the property of the other party and are binding on the other party, unless explicitly agreed otherwise in writing.

## **Article 8 Payment**

1. When placing an order with MALU B.V., the invoice for the full purchase amount will be sent. The order will only be initiated after receipt of full payment, unless otherwise agreed in writing.
- 2.
- 3.
4. The payment must be made explicitly without discount or set-off, by transferring the amount due to account number *NL23 RABO 0384 9294 94* in the name of MALU B.V. in Egmond aan zee
5. In the event of liquidation, bankruptcy or suspension of payments of the other party, or if the application of the debt restructuring scheme is pronounced in respect of the other party, the obligations of the other party will be immediately due and payable.
6. Payments made by the other party are always intended to settle in the first place all interest and costs due, and in the second place to settle invoices that are due and payable for the longest time, even if the other party states that the payment relates to a later invoice.

7. MALU B.V. can, within legal frameworks, find out whether the other party can meet its payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the distance agreement. If, based on this investigation, MALU B.V. has good reasons not to enter into the agreement, it is entitled to refuse an order or request or to attach special conditions to the execution.
  
8. Before MALU B.V. proceeds with or proceeds with the delivery, the other party is obliged, at the express request of MALU B.V., to pay an amount specified by MALU B.V. by way of deposit and/or advance payment or to provide sufficient security for the fulfilment of its payment obligation. Refusal by the other party to provide the required security or to make advance payment shall be regarded as an attributable failure on the part of the other party.
  
9. All complaints regarding the invoice of MALU B.V. must be made known to MALU B.V. in writing, within 48 (forty-eight) hours of the date on which it was sent. After the expiry of the beforementioned period, the other party is deemed to agree to the executed assignment and/or the invoice. If payment has been made by the other party, MALU B.V. may and can assume that the other party agrees with the content of the invoice.
  
10. From the moment of default until the day of full payment, the other party owes the statutory interest on the entire amount due and payable, as well as the extrajudicial costs incurred or payable by MALU B.V. The extrajudicial costs will be calculated in accordance with the collection rate as advised by the Dutch Bar Association in debt collection cases. If MALU B.V. has incurred higher costs, which were reasonably necessary, these will also be borne by the other party, as well as any legal and execution costs incurred.
  
11. MALU B.V. has the right of retention on all data, documents and other goods of the other party in its possession, until the moment at which the other party has paid all that it owes to MALU B.V.

## **Article 9 Changes in the goods and/or circumstances to be delivered**

1. MALU B.V. is authorized to deliver goods that deviate from what has been agreed, if it concerns changes to the goods to be delivered, the packaging or associated documentation that are required to comply with applicable legal regulations or if it concerns minor changes to the item that mean an improvement.

If the circumstances assumed by the other party and MALU B.V. at the time of the conclusion of



the agreement change in such a way that compliance with the agreement or part thereof cannot reasonably be expected of one of the parties, consultations will take place about interim amendment of the agreement.

2. If the changed circumstances have arisen due to the actions of the other party, any resulting additional work will be charged to the other party.
3. Without default, MALU B.V. may refuse a request to amend the agreement and/or assignment if this could have qualitative and/or quantitative consequences for the work to be performed and/or the goods and/or services to be delivered in that context.
4. The buyer is obliged to immediately notify MALU B.V. of any changes of address in writing. Goods that have been delivered to the address of the buyer last known to MALU B.V. are deemed to have been received.

#### **Article 10 Cancellation, return and right of withdrawal**

1. If the other party cancels an agreement concluded with MALU B.V. in whole or in part, the other party is obliged to reimburse all reasonable costs incurred by MALU B.V. with a view to the execution of the agreement, without prejudice to the right of MALU B.V. to compensation by the other party for the direct and/or indirect damage resulting from the cancellation.
2. Assignments and/or agreements about personalized items and/or customization cannot be cancelled after MALU B.V. has commenced or allowed the execution of the assignment and/or agreement to be made. The other party is obliged to purchase and comply with all obligations arising from the agreement between the parties in that case, unless MALU B.V. expressly stipulates otherwise in writing.
3. If the other party cancels an agreement concluded with MALU B.V. and the cancellation takes place within 2 (two) weeks before the agreed date of delivery, the other party will owe the full invoice amount instead of the provisions of the previous paragraph, without prejudice to the right of MALU B.V. to compensation by the other party for the direct and/or indirect damage resulting from the cancellation.
4. Returns will only be accepted with the express prior written consent of MALU B.V., whereby the following should not be at issue:

5. Goods damaged and/or used by the other party;
6. Items that cannot be taken back for hygiene reasons, such as at least heaters and tubs, unless MALU B.V. stipulates otherwise;
7. Goods packaged differently than in the undamaged original packaging unmarked by the other party;
8. Items returned otherwise than expeditiously, but in any case within 8 (eight) days after delivery;
9. Goods that have been delivered under special conditions and/or prices, such as in any case sales and/or offer conditions;
10. Personalised goods and/or customization to the company or person, which has been realized in accordance with specifications or requirements, sizes or conditions of the other party;
11. Items whose nature precludes return. When requesting return, the other party explicitly states that none of the above is the case in the case in question. The items referred to under Article 4a can explicitly not be returned, unless MALU B.V., expressly in writing, without any obligation to do so or any right to be derived from this, stipulates otherwise. The condition of the returned items upon arrival at the address provided by MALU B.V. is decisive for the acceptance by MALU B.V. of the return shipment. MALU B.V. also determines whether return shipping leads to a credit or exchange of the goods for similar items.
12. Any shipping costs of the return shipments and the risk of the return shipment will be borne by the other party, also in the case of what is stipulated in paragraph 6 of this article.
13. In deviation from the provisions outlined in these terms and conditions, the other party,

identified as a consumer, is entitled to a withdrawal period of 14 (fourteen) days following the receipt of the goods, without the necessity of providing a reason. For services rendered, this period commences on the date the contract is finalized. Should the other party choose to exercise their right of withdrawal, they are required to notify MALU B.V. within 14 (fourteen) days of receiving the item. Upon such notification, the other party must return the item within a subsequent 14 (fourteen) days. The responsibility for proof of dispatch rests with the other party. MALU B.V. provides a model withdrawal form on its website for agreements made through its webshop.

14. If the other party, being a consumer, who makes use of the right of withdrawal, has paid an amount, MALU B.V. will refund this amount as soon as possible, but no later than 14 (fourteen) days after withdrawal. However, this is subject to the condition that the item has already been received back by MALU B.V. and/or conclusive proof of complete return can be submitted.

## **Article 11 Termination of the agreement**

1. All claims of MALU B.V. against the other party are immediately due and payable if:
2. After the conclusion of the agreement, circumstances that have come to MALU B.V.'s knowledge give good reason to fear that the other party will not comply with its obligations.
3. MALU B.V. has requested the other party to provide security for the performance and this security is not provided within the stipulated period or is insufficient.
4. Due to the delay on the part of the other party, it can no longer be expected that the party in question will perform the agreement on the originally agreed terms.
5. The other party does not comply with the payment conditions and/or otherwise fails to comply with its obligations.
6. In the beforementioned cases, MALU B.V. is entitled to suspend the further execution of the agreement, or to terminate the agreement, all this without prejudice to the right to claim compensation.

7. If circumstances arise with regard to persons and/or material that MALU B.V. uses or usually uses in the execution of the agreement, which are of such a nature that the execution of the agreement becomes impossible or so onerous and/or disproportionately expensive that compliance with the obligation under the agreement can no longer reasonably be required, MALU B.V. is authorized to dissolve the agreement.
  
8. In the event of liquidation, of (application for) suspension of payments or bankruptcy, of attachment - if and insofar as the attachment has not been lifted within 3 (three) months, at the expense of the other party, MALU B.V. is free to terminate the agreement immediately and with immediate effect, without any obligation on its part to pay any compensation or compensation. Judicial intervention or notice of default is not required for this. In that case, the claims of MALU B.V. against the other party are immediately due and payable.

## **Article 12 Retention of title**

1. The goods delivered by MALU B.V. remain the property of MALU B.V. until the other party has fulfilled all the following obligations under all agreements concluded with MALU B.V.:
  2. The consideration(s) with regard to the delivered or to be delivered item(s) themselves.
  
  3. Any claims for non-performance by the other party to these agreement(s).
  
  4. The property law consequences of an item intended for export are governed by the law of the country of destination of the item in question, if the retention of title does not lose its effect based on the law of the destination country until the full price has been paid, unless MALU B.V. determines otherwise.
  
  5. Goods delivered by MALU B.V., which are subject to retention of title pursuant to paragraph 1, may only be resold in the context of normal business operations. Incidentally, the other party is not entitled to pledge the goods or to establish any other right on them.
  
6. The items rented by the other party always remain the property of MALU B.V..

7. MALU B.V. hereby reserves the right to pledges as referred to in Article 3:237 of the Dutch Civil Code as security for claims other than those referred to in paragraph 1 of this Article on delivered goods that have been transferred to the property of the other party by payment and are still in the hands of the other party. That MALU B.V. was entitled to have against the other party for any reason whatsoever. The authority included in this paragraph also applies regarding goods delivered by MALU B.V. which have been processed or processed by the other party, as a result of which MALU B.V. has lost its retention of title.
  
8. If the other party does not comply with its obligations or there is a well-founded fear that it will not do so, MALU B.V. is entitled to remove or have removed delivered goods on which the retention of title referred to in paragraph 1 rests with the other party or third parties who hold the goods for the other party. The other party is obliged to cooperate fully with this, under penalty of a fine of 10% of the amount owed by him per day.
  
9. If third parties wish to establish or assert any right to the goods delivered subject to retention of title, the other party is obliged to inform MALU B.V. as soon as can reasonably be expected.
  
10. The other party undertakes to act at the first request of MALU B.V.
  
11. To insure and keep insured the goods delivered under retention of title against fire, explosion and water damage and against theft and to make the policy of this insurance available for inspection.
  
12. Pledge all claims of the other party against insurers with regard to the goods delivered subject to retention of title to MALU B.V. in the manner prescribed in Article 3:239 of the Dutch Civil Code.
  
13. Pledge the claims that the other party obtains against its customers when reselling goods delivered by MALU B.V. under retention of title to MALU B.V. in the manner prescribed in Article 3:239 of the Dutch Civil Code.
  
14. To mark the goods delivered subject to retention of title as the property of MALU B.V.

15. To cooperate in other ways with all reasonable measures that MALU B.V. wishes to take to protect its property rights with regard to the goods and which do not unreasonably hinder the other party in the normal exercise of its business.

### **Article 13 Defects and right of complaint**

1. The other party must examine the purchased goods upon delivery - or as soon afterwards as possible. In doing so, the other party must check whether the delivered goods comply with the agreement, namely:
  2. Whether the right things have been delivered;
  3. Whether the delivered goods correspond to the agreement in terms of quantity (e.g. number and quantity)
  4. Whether the delivered goods meet the agreed quality requirements or - if these are missing - the requirements that may be set for normal use and/or commercial purposes.
  5. Whether there is any damage to the goods.
6. If visible defects or shortages are found, the other party must report these to MALU B.V. within 48 (forty-eight) hours after delivery, explicitly in writing, please by e-mail message. The burden of proof of timely notification lies entirely with the Other Party.
7. Non-visible defects must be explicitly reported to MALU B.V. in writing within 5 (five) working days after discovery or the moment at which the defect(s) could reasonably have been discovered, but in any case within 10 (ten) working days after delivery of the delivered goods.
8. If a defect is reported later than within the time limits set out in this article, the other party is no longer entitled to repair, replacement or compensation, unless a longer period arises due to the nature of the item or the other circumstances of the case.

9. Changes in technical insights in the industry and/or government regulations are at the risk of the other party. Minor and/or technically unavoidable deviations in quality, dimensions, color, size, etc. do not constitute grounds for advertising. The same applies to color differences as a result of light, weather conditions and/or as a reasonable side effect of manual work.
10. Unless explicitly stated otherwise in writing by MALU B.V., all customization is done by hand and all logos and/or applied images and/or signs are applied by hand.
11. When processing the goods at the request of the other party, in any case printing and/or manual work, an own risk of error must reasonably be observed. The other party expressly assumes the beforementioned risk by giving the assignment to MALU B.V.
12. In the event that MALU B.V. acknowledges any complaints, it reserves the right, excluding any claims for compensation from the other party, to either retrieve the goods and cease further deliveries while reimbursing the purchase price, or to request that the other party retain the goods at a revised purchase price. Additionally, MALU B.V. may arrange for redelivery at the earliest opportunity without charge and/or provide complimentary repairs. Should redelivery be necessary outside of the Netherlands, the other party shall be responsible for any additional costs incurred.
13. Even if the other party submits a timely complaint, its obligation to pay for and take delivery of the goods to be delivered will continue to exist as agreed. Items can only be returned to MALU B.V. with prior written permission.
14. Repairs to items in the property of MALU B.V. may only be carried out by MALU B.V. or the third parties designated by it in writing.
15. The provisions of paragraph 6 also apply in the event that there is a need to repair an item purchased and/or delivered by MALU B.V. No warranty and/or complaints are possible after a third party or the other party has made/attempted repairs.
16. In the event of an emergency repair that can be demonstrated by the other party, MALU B.V. is entitled to schedule a service moment according to the agenda of the repairer

engaged by MALU B.V.

## **Article 14 Warranty**

1. The goods to be delivered by MALU B.V. meet the usual requirements and standards that can reasonably be set at the time of delivery and for which they are intended for normal use in the Netherlands. The warranty referred to in this article applies to items intended for use within the Netherlands. In the case of use outside the Netherlands, the other party must verify whether the use is suitable for use there and whether they meet the conditions set for it. In that case, MALU B.V. may impose other warranty and other conditions with regard to the goods to be delivered or work to be carried out.
2. The guarantee referred to in paragraph 1 of this article is valid for a period of 1 (one) after delivery, unless the nature of the delivered product dictates otherwise or the parties have agreed otherwise. If the warranty provided by MALU B.V. concerns an item that was produced by a third party, the warranty is limited to that provided by the manufacturer of the item for it, unless otherwise stated. After the warranty period has expired, all costs for repair or replacement, including administration, shipping and call-out costs, will be charged to the other party.
3. MALU B.V. is never responsible for the ultimate suitability of the goods for each individual application by the other party, nor for any advice regarding the use or application of the goods.
4. Any form of warranty will lapse if a defect has arisen as a result of or results from injudicious or improper use and/or improper installation thereof, use after the expiration date, improper storage or maintenance thereof by the other party and/or by third parties when, without the written permission of MALU B.V., the other party or third parties have made or attempted to make changes to the item, other items have been attached to it which do not need to be attached thereto or if they have been processed or processed in a manner other than that prescribed. The other party is also not entitled to a warranty if the defect is caused by or is the result of circumstances beyond MALU B.V.'s control, including weather conditions (such as, but not limited to, extreme rainfall or temperatures, etc.).
5. In any case, specific examples with regard to the previous paragraph are; cleaning stoves with chlorine (products), installing heaters without sufficient circulation facilities, making holes or openings in the delivered goods on your own initiative and placing an item incomplete and/or in a place that he/she knows and/or should know is not suitable for this purpose. Performing acts as in any case, but not exclusively the aforementioned actions, is entirely at the other party's own expense and risk.



6. The warranty is for private use 2 years. This only concerns private and personal use. For professional use, the warranty is 6 months. This includes wellness centers, bed and breakfast, hotels, campsites and others.

### **Article 15 Prices**

1. The prices quoted by MALU B.V. include the costs for packaging, import duties, excise duties and taxes, but exclude VAT, unless explicitly stated otherwise in the written offer.
2. If the parties have agreed in advance on a fixed price for the provision of certain services and/or with regard to certain items, and the provision of those services forces additional work/performance that cannot reasonably be considered to be covered by that fixed price, MALU B.V. will inform the other party in advance of the financial consequences thereof.

### **Article 16 Liability and indemnification**

1. MALU B.V. is only liable to the extent that this is apparent from this article. The included limitations of liability of MALU B.V. do not apply if the damage is attributable to intent or gross negligence on the part of MALU B.V.
2. MALU B.V. is never liable to the other party for costs, damages and interests that may arise for MALU B.V. or for third parties as a direct or indirect result of acts or omissions of persons employed by MALU B.V. or third parties engaged by MALU B.V. or of goods whether or not under the supervision of MALU B.V. or of goods delivered by MALU B.V.
3. The other party is obliged to indemnify and indemnify MALU B.V. for all damages, costs and interests for which MALU B.V. may be held liable by third parties in respect of the provisions of the previous paragraph. The other party also expressly indemnifies MALU B.V. against all claims by third parties with regard to industrial and intellectual property rights to data provided to MALU B.V. by the other party, which is used in the execution of the agreement.
4. MALU B.V. is never liable for consequential damage, which in any case is understood to mean trading loss, damage due to business interruption and/or loss of profit of the other party, in connection with (non-timely) deliveries by MALU B.V.

5. The liability of MALU B.V. is at all times limited to the amount that will be paid out under the business liability insurance of MALU B.V. in the case in question. If the insurer of MALU B.V. does not pay out, the liability of MALU B.V. is limited to the maximum amount invoiced for the service from which the damage has arisen, at least for that part of the order to which the liability relates.
  
6. MALU B.V. is never liable for damage and/or consequences of using, placing and/or having an item of MALU B.V. on festival and party grounds or at the time of rental for the purpose of a festival, party and the like. This means that MALU B.V. is not only indemnified against all damage to third parties.

## **Article 18 Force majeure**

1. Force majeure is understood to mean, in addition to what is understood in the law and jurisprudence, circumstances, foreseen or unforeseen, that prevent the fulfilment of the obligation, and that are not attributable to MALU B.V. This will include (if and insofar as these circumstances make compliance impossible or unreasonably difficult): strikes in companies other than those of MALU B.V.; wildcat strikes or political strikes in the company of MALU B.V.; a general lack of necessary raw materials and other items or services necessary for the realization of the agreed performance; unforeseeable stagnation on the part of suppliers or other third parties on which MALU B.V. depends; general transport problems; measures taken by any public authority; illness; fire; Earthquakes; theft; operating or power failures; force majeure in the event of a third party being called in and technical failures.
  
2. MALU B.V. also has the right to invoke force majeure if the circumstance that prevents (further) performance occurs after MALU B.V. should have fulfilled its obligation.
  
3. During the period of force majeure, MALU B.V. has the right to suspend the delivery and other obligations of MALU B.V. until such time as the force majeure circumstance no longer occurs, or to dissolve the agreement, without there being an obligation to pay compensation in that case.
  
4. If, at the time of the occurrence of the force majeure, MALU B.V. has already partially fulfilled its obligations, or can only partially meet its obligations, it is entitled to invoice the part already delivered or the deliverable part separately and the other party is obliged to pay this invoice as if it were a separate agreement. However, this does not apply if the part already delivered or available has no independent value.

5. Force majeure, as referred to above, of suppliers of MALU B.V., shall be deemed to be force majeure on the part of MALU B.V.

#### **Article 19 Secrecy and confidentiality**

1. Both MALU B.V. and the other party guarantee that all information obtained from the other party will be treated confidentially and will remain secret.
2. The other party will not disclose the content of reports, advice, e-mail messages and/or other written or non-written expressions of MALU B.V., which have not been drawn up or made with the intention of informing third parties of the information contained therein, unless MALU B.V. has given explicit written permission to do so.
3. The parties shall impose the obligations pursuant to this article on third parties engaged by them. The obligations under this article shall also survive termination of the agreement.

#### **Article 20 Intellectual and industrial property**

1. All intellectual and industrial property rights, encompassing but not limited to copyrights, patents, trademarks, and trade name rights concerning the articles and/or designs supplied, sold, and/or delivered by MALU B.V. are owned by MALU B.V. or its licensors. MALU B.V. shall retain ownership of all such industrial and/or intellectual property rights at all times, even if these rights have emerged in relation to the agreement. Unless expressly and unequivocally authorized by MALU B.V. or permitted by law, no part of the articles and designs provided, sold, and/or delivered by MALU B.V. may be published or reproduced in any form.
2. The other party is not permitted to remove and/or change any indication regarding copyrights, trademarks, trade name and/or other intellectual property rights from material of MALU B.V.
3. Imitation of articles and designs provided, sold and/or delivered by MALU B.V. is prohibited, as is the making available of the sold goods to third parties, of whom it can reasonably be assumed that they will imitate the article and/or design in question.

#### **Article 21 Dispute resolution and applicable law**

1. The court in Arnhem has exclusive jurisdiction to take cognizance of all disputes that may arise between MALU B.V. and the other party, in which a solution cannot be reached in mutual consultation. However, MALU B.V. remains entitled to summon the other party to appear before the competent court of the other party's place of residence.
2. Every agreement between MALU B.V. and the other party, as well as any disputes arising from it, is exclusively governed by Dutch law, even if an obligation is fully or partially performed abroad or if the party involved in the legal relationship is domiciled there. The applicability of the Vienna Sales Convention is excluded.

## **Article 22 Final provisions**

1. MALU B.V. is entitled to make changes to these terms and conditions at any time. These amendments shall enter into force at the announced date of entry into force.
2. MALU B.V. will send the amended terms and conditions to the other party in a timely manner. If no date of entry into force has been communicated, changes will enter into force with regard to the other party as soon as it has been notified of the change. However, in the event that the other party is a consumer, he/she has the right to dissolve the agreement in the event of a major change, pursuant to Article 6:237c of the Dutch Civil Code.
3. The Dutch text of these terms and conditions is binding and always decisive for their interpretation.
4. All legal claims against MALU B.V., including claims for damages, are time-barred and/or expire after a period of 1 year after the claim and/or claim in question has arisen.