

COOLBLUE B2B.

Taking care of business.

From 1 February 2017

Article 1 - Identity

We are Coolblue B.V., but you can just call us Coolblue. You can find us on Coolblue.nl. Prefer to drop by in person? You can visit us at this address:

Coolblue B.V.
Weena 664
3012 CN Rotterdam

Chamber of Commerce number: 24330087

VAT number: NL 810433941B01

Article 2 - Definitions

1. **Coolblue:** That's us. You can also call us 'the legal entity Coolblue', if you like. We'd prefer just Coolblue. Nice and short.
2. **Customer:** Any natural person or legal entity that, for whatever reason, enters into a contract with Coolblue on the basis of their profession or business.
3. **Products:** All goods that are sold by Coolblue via the websites.
4. **Services:** All services that Coolblue offers via the websites.
5. **The website:** The websites and/or trading names that are managed by Coolblue collectively or separately, and are registered by us with the Chamber of Commerce.
6. **Day:** A calendar day.

Article 3 - Applicability

1. These Terms and Conditions for Corporate Customers ('Terms and Conditions') are exclusively applicable and govern every offer by Coolblue and every contract between you and us.
2. Besides these Terms and Conditions, additional conditions may apply to particular products and services. We'll tell you that, of course. If there are any differences between the Terms and Conditions and the additional conditions, you can assume that the additions apply. Unless we say otherwise, of course.
3. The customer can only deviate from one or more provisions when we're both agreed on this. In that case, we'll put it down in black and white straight away. That might come in handy.
4. The customer's Terms and Conditions don't apply. Unless we say they do.
5. Coolblue can make changes or additions to the Terms and Conditions at any time for future orders. Of course, we'll let you know about this within a reasonable

time. We think that's only right and proper. The changed conditions are binding from the date we specify.

6. Do you want to read through the Terms and Conditions again at your convenience? We understand. That's why you can always request them, free of charge, by sending an email to zakelijk@coolblue.nl, or see our website.
7. By using our websites or placing an order, you agree to the Terms and Conditions. That also means you agree to all the rights and obligations stated on our website.
8. These Terms and Conditions only apply to corporate customers, and not to customers who aren't acting on the basis of their business or professional position. We have different conditions for them.

Article 4 - Quotes and offers

1. All our quotes and offers are free of obligation, unless we've stated an acceptance period in the quote. A quote or offer expires automatically when we no longer offer the ordered product or the service. A quote also expires if you don't sign it within 14 days. A quote is one-off, so you can't assume the same conditions for future contracts.
2. If there are any errors in the quote due to an oversight or error you can't hold us to them. Sorry, our mistake!
3. All prices in a quote or offer exclude VAT. Other government levies and the costs on top of the quote are also excluded. By this we also mean travel expenses, delivery costs and administration charges. Unless we say otherwise, of course.
4. If you don't agree to all the components of the quote, then we don't have a contract. Unless we say we do.
5. We don't like to leave a job half done, so we don't comply with a part of the agreement at a part of the agreed price. Quotes or offers also don't automatically apply to future orders.
6. We put everything down in black and white, so our contracts only come about in writing.
7. By and large, the photos on the website correspond to our services and products. If an image or feature differs from the actual product despite this, then we're not liable.
8. Before we do business together, we like to know for sure that we can both honor our agreements. That's why we only start processing an order after full payment. If that's not possible, a recent extract from the Chamber of Commerce trade register and the associated information that shows your creditworthiness is also enough. We can refuse the order or request on the basis of this information.
9. Unfortunately, you can't return products or amounts of products that were procured especially for an order.
10. If we're shipping on credit, we assume that you'll keep us informed of any material changes in the Chamber of Commerce registration or in your corporate structure and financial position.

11. We don't always say why we've refused a request or order. 'Just because' is also a valid reason.

Article 5 - Delivery: periods, performance, and changes

1. The customer is king (or queen!). That's why we take great care with the reception, delivery and performance of orders. And we always take your appraisal of requests for services seriously. Promise!
2. We'll start processing your request within one day of us receiving the confirmation of an order.
3. We send the order to the address you specified when you placed the order. That can be done via the website, on the quote, or on the order instruction.
4. If the ordered products are in stock, we'll deliver them as soon as possible. If the delivery is delayed, or if we can only partially deliver the order, or not deliver it at all, we'll of course let you know as soon as possible and you can cancel the order at no extra cost.
5. We do all we can to deliver within the stated delivery period. Unfortunately, this doesn't always work out. That's why the periods we've stated in the contract are also free of obligation. If we can't comply with them, this doesn't give you the right to terminate the contract. If we think we can't meet the delivery period, we'll of course let you know as soon as possible and we'll look for a solution together.
6. Do you want your order to be delivered in a different way than via our delivery options and couriers? No problem. In that case, you pay the delivery charges.
7. Does your order have to be sent outside of the Netherlands? We're happy to discuss this with you. We always ship abroad ex works.
8. We're happy to unload an order, but that's at your expense and risk.
9. Sometimes, we can't deliver your whole order in one go. Fortunately, in that case we have the right to deliver services or products in separate parts.
10. We'll take your order where you want; will you please make sure there's enough space for the delivery? It's also important that we can reach the location easily. In some cases, the products have to be stored. This takes place at your risk.
11. Is there a discrepancy in the delivery, amounts, or specifications? We're sure we'll find a solution together. You'll still have to pay the invoice.
12. If you, the customer, refuse products or services, or don't comply with your agreement for the delivery, we think that's a bummer. In that case, Coolblue has the right to terminate the contract with immediate effect, or to immediately take back the products. We can charge the damage and/or costs caused by this situation to the customer. These might include transport and storage costs.

Article 6 - Contract duration, suspension, annulment, and (premature) termination of the contract

1. Coolblue can always delay the delivery or annul the contract, at a time that we want to. In that case, we don't pay any compensation. Of course we don't do this casually, but it can happen if:
 - a. You don't comply with the obligations in the agreement, or don't comply with them in full or on time.
 - b. After the contract has been entered into we think you can't comply with your obligations.
 - c. You've been asked to show that you can comply with your obligations in the agreement but we don't receive any, or not enough, evidence of this.
 - d. Because of delays on your side we can't comply with the agreements that were made anymore.
2. Coolblue can also annul the contract with immediate effect if it's impossible for Coolblue to make the delivery.
3. If the contract is annulled, we can enforce our claims immediately. We retain our claims as stated by law and in our contract.
4. If we have a contract for an indefinite period, we can terminate the contract with a period of notice of 30 days. Of course, you can do that too. Unless we've agreed otherwise in advance. If we have a contract for a definite period, then only Coolblue can terminate it, with a period of notice of 14 days.
5. If we terminate the contract prematurely, we'll of course consult with you on the tasks still to be carried out. If the termination is attributable to you, then you have to pay the costs.
6. We hope not, but you could run into difficulties. That might be going into liquidation, (an application for) suspension of payment or bankruptcy, sequestration, debt rescheduling, or another circumstance due to which you can no longer freely dispose of your assets. In a case like this, we can immediately terminate our contract with you, or cancel an order or contract. In that case, we're not obliged to pay you, or to pay any compensation or indemnification. Our claims against you are immediately payable in such a case.
7. If you (partially) cancel an order you've placed, we'll charge you for the products that have been ordered or prepared for this. This also includes any transport and delivery costs for these, and the reserved labor time. Unless a situation as described in article 5.4 has arisen.

Article 7 - Payment and collection costs

1. We expect your payment within the period we've specified, and in the currency we've invoiced in. Did we invoice in euro? Unfortunately, dollars won't do. Coolblue can invoice per delivery or order, and change the payment period. That can also mean we specify payment in advance.

2. If you don't pay the invoice on time, we deem that as being in default, and you'll have to pay us 8% interest per year. Unless the statutory commercial interest is higher, in which case that's what you have to pay. We calculate the interest on the payable amount from the time that you're in default until you've paid the amount. The amount of the outstanding invoices is also increased with a fixed payment of 15% of the outstanding amounts with a minimum of €50 per unpaid invoice. Coolblue can also claim the damage actually suffered and the costs actually incurred.
3. If we're liable to pay an amount to you, then we can deduct any amount you owe us from this. Sorry, but this doesn't work the other way round.
4. If you object to the amount of an invoice, you'll still have to pay, as long as we haven't reached an agreement.
5. If you don't comply with your obligations to us, or don't comply with them on time, you have to pay all costs that we incur to collect this amount. This also includes any legal costs if, for example, we need a lawyer for this.
6. Ordering on credit? That's fine, but only with our approval. We specify the payment period. We can change this whenever we want, and this also includes specifying payment in advance.
7. We can investigate your creditworthiness at any time. Of course, we'll always abide by the law in doing so. Based on the outcome of an investigation like this, we can impose additional conditions on you, such as bank guarantees.
8. Coolblue can change credits and payments on credit. We don't have to give any reason for this.

Buying on account

9. If Coolblue allows you to order on credit, you make use of the identifiers assigned to you - such as account name, password, or other codes - with every order.
10. Coolblue is never liable for loss, theft, misuse or improper use of these identifiers. You have to report this to Coolblue immediately.
11. You know that Coolblue can't guarantee the security of the Internet, no matter how much we'd like to. You also know there's a possibility that details that you send to us with an identifier can be intercepted and forged by others.

Article 8 - Retention of title

1. The products we deliver to you are still ours until you have complied with all the agreements we've made. These can include payment, interest, or other costs.
2. If a product that we've delivered under retention of title, you can't resell this product or use it as a payment method. You also can't pledge it as security or have another right established on a product.

3. We assume that you as the customer will do all you can to safeguard Coolblue's property rights. This means that you'll keep the products that fall under retention of title in such a way that they're still recognizably from Coolblue. In that case, you can't remove, damage or obscure identifying marks on the product or the packaging
4. If, for any reason, your assets or the products we've delivered under retention of title are seized, you have to inform us of this. If you can't comply with your payment obligations, you have to return the products that are still ours to us at your own expense.
5. If you have products under your control that belong to Coolblue, you have to insure them against fire, theft, and explosion and water damage. We'd also like to see the policy, just to be sure. If a payment is made under the insurance, we're entitled to our money. Of course, we expect that you'll cooperate in this if necessary.
6. If we want to make use of the property rights that we've explained in this article, we expect to get your permission. This includes you telling us where the products are, and giving us access to this location.

Article 9 - Warranties, examination, and complaint period

1. All products we deliver to you work as you can reasonably expect. As long as you use them for what they're intended for, of course. The warranty we explain in this article applies to products that are used in the Netherlands. If you use the products outside of the Netherlands, we can set different warranty conditions and other conditions.
2. The warranty we refer to in this article is the factory warranty provided by the manufacturer of the product. Unless we've agreed on something different together.
3. If you use the product in the wrong way this invalidates the warranty. This also applies if you use the product after the use-by date, store it wrongly, or don't maintain it properly. Unfortunately, we also can't offer you any guarantee if there are circumstances beyond our control, such as extreme weather conditions.
4. We expect from you as the customer that you personally examine the products we deliver to you to see that everything we've agreed is delivered as it should be.
5. If there are any visible defects in the products you receive from us, you have to inform us of this within 3 working days. Please do this in writing, and in as much detail as possible. Invisible defects have to be reported in writing within 5 working days. Didn't do this? Unfortunately, you can't do this at a later date.
6. If you report a defect in your product(s) in time, you still have to pay. Of course, we'll do all we can to resolve the problem. If you don't report a defect in time, we assume that you accept the products.
7. If your report is too late, you unfortunately won't have a right to repair, replacement, or compensation any more.
8. If we're agreed that the product doesn't work as you could expect and you've reported this in time, we'll replace the returned

product as soon as possible after we've received it. If we can't replace or repair the product, you'll get a refund from us.

9. If your complaint turns out to be unfounded, you have to pay the costs we've incurred for examination.
10. If the warranty period has expired, all the costs of repair or replacement have to be paid by the customer. This also applies to the administration, dispatch, and call-out costs.
11. If we've made or bought a product or material especially for you, we never take it back.
12. We never take a returned product back if you've caused damage to it yourself. You'll have to pay the costs associated with this. A returned product must be in the same condition as we delivered it. All products with a seal or blister packaging can only be returned unopened. Of course, we'll take these products back if the defect in the product only becomes visible after the packaging is opened.

Article 10 - Liability

1. If we don't comply with the agreements we've made together, our liability is limited in the way we have stated in this article.
2. If you've supplied us with incorrect or incomplete information, we're not liable if damage occurs because of this.
3. Our liability is in any event never higher than the invoice value of the part of the order that we're liable for.
4. And our liability is never higher than the amount paid out by the insurer in that specific case.
5. We're only liable for direct damage.
6. What is direct damage? Think of the reasonable costs of establishing the cause and extent of the damage, or the costs you incur to make our defective performance comply with the agreement, or the costs you incur to prevent or limit damage. This only applies if you show that these costs have led to the limitation of direct damage.
7. We're never liable for indirect damage. Indirect damage can include lost profit, loss of goodwill, reputation, trade or contracts, lost savings, and damage resulting from business stagnation.
8. If you're insured against the damage you've suffered, we're not liable.
9. If we've caused the damage intentionally or we've been grossly negligent, we're liable for the damage.

Article 11 - Transfer of risk

1. Coolblue doesn't bear any more risk from the time that we've delivered the products or services. From that time, the risk is yours.
2. If the delivery of the products doesn't take place and it's your fault, you bear the risk. This applies from the original delivery date we've stated to you onward.

3. If we've delivered the products or services at the address stated by you, we don't run any more risk.

Article 12 - Force majeure

1. In the event of force majeure, we don't have to comply with our obligations to you. We can do this for as long as the situation of force majeure continues.
2. By force majeure, we mean any circumstances independent of our will and/or unforeseeable circumstances that wholly or partly impede the compliance with our obligations to the customer. That's legalese for:
 - a. strikes
 - b. illness among employees
 - c. fire, flood
 - d. water damage
 - e. wars and uprisings
 - f. export and/or import restrictions
 - g. operational disruptions
 - h. power cuts
 - i. malfunctions in a (telecommunications) network or connection or used communication systems and/or the non-availability of the website at any time
 - j. non-delivery or untimely delivery by suppliers or other third parties engaged
 - k. the absence of permits issued by the government.

Article 13 - Intellectual property

1. All intellectual property rights rest with us, our suppliers, and other rights-holders.
2. What is intellectual property? This can include patent rights, copyrights, brand rights, drawing and model rights, methods, and concepts.
3. As a customer, you may not make use of our intellectual property or make any changes to it, unless this concerns the personal use of the product.

Article 14 - Confidentiality

1. It may be that you see or hear confidential information on entering into a contract. If you can reasonably suspect that this information is confidential, you may not disclose it. We assume that you won't do this in any way, and that you'll keep the information confidential until 2 years after the end of the contract.
2. There are a few exceptions to the duty of confidentiality:
 - a. If you already had the information in your possession or had developed it before you received it from us, unless you knew the information was confidential.
 - b. If the information was already generally available or known at the time you received it.
 - c. If you received the information from another party without confidentiality obligations being breached.

- d. If the information has to be disclosed by law. You can also share the information if you receive a request from a court of competent jurisdiction or a government agency, a statutory body, or a self-regulatory body.
3. None of the parties will issue press releases. That also means that you will not mention our collaboration in public without us having given permission for this, unless you have to do this on the orders of a legally authorised body.

Article 15 - Applicable law and court of competent jurisdiction

1. Maybe it goes without saying, but just to be sure we'll put it in black and white: all offers and contracts are governed by the laws of the Netherlands.
2. The Vienna Sales Convention is expressly excluded. We don't get involved in that.
3. We hope it doesn't happen, but if a disagreement should arise between you and Coolblue on the basis of an offer or contract, this dispute will be submitted to a court. And not just any court, but the court of competent jurisdiction of the place where Coolblue has its registered office. That's legalese for our address. If there's a compelling legal provision due to which another court is designated, the dispute will be submitted to that designated court.

Article 16 - Divisibility

1. If a provision of these Terms and Conditions is unlawful, invalid, or unenforceable for any other reason, this condition will be separated from the Terms and Conditions. This doesn't influence the validity and enforceability of the other provisions, which will remain in full force. The parties will do everything possible to replace any invalid provision with provisions that are valid.

Article 17 - Transfer

1. If you want to transfer any rights and duties from our contract and these Terms and Conditions to others, you need our written permission for this.
2. We can transfer all rights and duties from our contract and these Terms and Conditions to others. Of course, we'll let you know this.

Article 18 - Waiver

1. We never waive our rights, even if we don't exercise them or exercise them with delayed effect.