

General conditions MARC BLOEM

Article 1. Definitions

- 1.1. In these general conditions, the terms below are used in the following meaning, unless explicitly indicated otherwise or apparent from the context differently:
 - a. MARC BLOEM: the user of these general conditions: MARC BLOEM, established on Spuidijk 21 in Nieuw-Beijerland, the Netherlands, and registered with the Chamber of Commerce under CoC-number 56980248;
 - b. client: the legal or natural person acting from the exercise of his profession or business who enters into an agreement with MARC BLOEM;
 - c. agreement: the agreement between MARC BLOEM and the client;
 - d. product: the machine which is delivered by MARC BLOEM;
 - e. website: the website www.marcbloem.com which is managed by MARC BLOEM, where the products can be ordered.

Article 2. General

- 2.1. These general conditions are applicable to each agreement between MARC BLOEM and the client.
- 2.2. If these general conditions have at some time been applicable to a legal relationship between MARC BLOEM and the client, then the client is considered as having agreed beforehand with the applicability of these general conditions to agreements concluded and those concluded later on.
- 2.3. Clauses deviating from these general conditions are only effective if and to the extent parties have established them explicitly in writing or through e-mail.
- 2.4. The applicability of any possible purchasing or other conditions of the client is expressly rejected.
- 2.5. If one or more provisions in these general conditions were at any time to be completely or partially void or annulled, then the remainder of what is stipulated in these general conditions continues to be fully applicable. The void or annulled provisions will be replaced by MARC BLOEM, whereby the purpose and tenor of the original provision(s) will be observed as much as possible.
- 2.6. If MARC BLOEM does not always demand strict observance of these general conditions, this does not mean that the provisions thereof are not applicable or that MARC BLOEM were to lose the right to any degree to demand the strict observance of the provisions of these general conditions in other cases.
- 2.7. MARC BLOEM has the right to unilaterally modify these general conditions. The modified general conditions are applicable to all orders which the client places after the modified general conditions have come into effect.

Article 3. Offer

- 3.1. Every offer and all quotations of MARC BLOEM are non-committal.
- 3.2. MARC BLOEM is not bound by his offer in the event of apparent mistakes in his e-mail messages, quotations, other publications, or on the website.
- 3.3. MARC BLOEM can apply changes to his product range at all times.
- 3.4. Listed prices do not automatically apply to future orders.

Article 4. Website

- 4.1. MARC BLOEM does not guarantee that the website will function without interruptions or errors, nor that all errors will be corrected.
- 4.2. MARC BLOEM has the right at all times to apply changes to the website.

Article 5. Conditions of use

- 5.1. When using the website, the client must behave in conformity with what may be expected from a responsible and diligent internet user.
- 5.2. It is not permitted to the client to bypass or hack the security applications on the website.
- 5.3. It is not permitted to the client to use the website in such a manner that as a result, the proper functioning of the computer systems of MARC BLOEM or third parties is impaired, or that other users of the website are hindered or impeded respectively as a consequence.

Article 6. Prices and shipping costs

- 6.1. The prices listed for the products are in euros and exclusive of VAT.
- 6.2. MARC BLOEM has the right to adjust its prices from time to time.
- 6.3. The price is inclusive of shipping costs, unless the order must be delivered outside Europe.

Article 7. Adoption of the agreement

- 7.1. The agreement is adopted at the moment when the client has expressly accepted the offer/quotation of MARC BLOEM or at such time that the client has successfully completed the entire ordering process through the website.
- 7.2. The agreement can only be adopted through the website after the client has ticked off his acceptance for these general conditions.
- 7.3. If the agreement is concluded through the website, MARC BLOEM sends a confirmation of the order by e-mail.
- 7.4. The products on the website are not offered to consumers, so clients who have placed an order through the website cannot appeal to the right of revocation.

Article 8. Cancellation

- 8.1. The client can cancel the agreement free of charges, until the moment that MARC BLOEM has shipped the product.
- 8.2. If the client cancels the agreement after MARC BLOEM has shipped the product, then:
 - a. the shipping costs which MARC BLOEM has incurred to send the product to the client are billed to the client;
 - b. the client must send back the product to MARC BLOEM forthwith upon cancellation, and the costs for returning the product are borne by the client.
- 8.3. Once the client has used the product, the client can no longer cancel the agreement.
- 8.4. Cancellation must take place telephonically or by e-mail.

Article 9. Implementation of the agreement

- 9.1. MARC BLOEM will carry out the agreement to the best of their understanding and abilities and in accordance with the requirements of proper workmanship.
- 9.2. MARC BLOEM has the right to let the agreement be (partially) implemented by third parties.
- 9.3. The products are CE-certified.

Article 10. Obligations of the client

- 10.1. The client makes sure that all data for which MARC BLOEM indicates that they are necessary or of which the client should reasonably understand that they are necessary for the implementation of the agreement, are timely supplied to MARC BLOEM.
- 10.2. The client guarantees the accuracy, completeness, and reliability of the data supplied by him.
- 10.3. The client safeguards MARC BLOEM against any possible claims of third parties which incur damage in connection with the implementation of the agreement, and which damage is attributable to the client.
- 10.4. For the due observance of all legally and otherwise effective requirements which are applicable in the country where the client is established with regard to having under one's control, the keeping, use, transport and sale, in any manner whatsoever, of the products, the client is exclusively responsible.

- 10.5. The client is obliged to use the product exclusively in accordance with the manual and the technical specifications of the product. The manual of the product is supplied along with the product.

Article 11. Delivery

- 11.1. The order is sent to the address indicated by the client, or the client can pick up the order from MARC BLOEM. If it has been established that the client picks up the order from MARC BLOEM, then an appointment will be made with the client for the picking up of the order.
- 11.2. After the delivery of the product at the address indicated by the client, or after the client has picked up the product from MARC BLOEM, the product is entirely at the expense and risk of the client.
- 11.3. If the client notes transport damage on the delivered order, then the client must forthwith inform MARC BLOEM accordingly.

Article 12. Delivery term

- 12.1. The delivery term commences at the moment when MARC BLOEM has received the payment for the invoice of the order from the client, unless retrospective payment has been established.
- 12.2. Specification of a delivery term is always given by approximation. An indicated delivery term can never be considered a strict time limit. The overrunning of a delivery term does not confer to the client the right to compensation for damages or to any other form of compensation.
- 12.3. In the event an indicated delivery term is exceeded as a result of an event which lies outside the control of MARC BLOEM and which cannot be attributed to his actions and/or omissions, as described, e.g., in article 19 of these general conditions, this term is automatically extended by the period by which it was exceeded as a result of such an event.

Article 13. Invoicing and payment

- 13.1. Invoicing takes place in advance, unless established otherwise.
- 13.2. The client must pay the invoices received from MARC BLOEM within 14 days after the invoice date.
- 13.3. If the order is placed through the website, the payment options are clearly stated on the website.
- 13.4. Payment must take place without suspensions or set-offs.
- 13.5. In case of late payment by the client, MARC BLOEM is authorised to suspend any (further) delivery to the client until the amounts owed, increased by costs and interest, have been settled by the client. MARC BLOEM is not liable for any possible damage incurred by the client due to the suspension. The client is notified of such a suspension in writing or by e-mail.
- 13.6. If the client does not pay on time, the client falls into default and the statutory commercial interest is billed to the client as from the expiry of the term until settlement of the full amount owed. All judicial and extrajudicial collection costs which MARC BLOEM incurs to collect the claim from the client are borne by the client. The extrajudicial collection costs are set at 15% of the principal, with a minimum of € 100.
- 13.7. In case of the liquidation, bankruptcy, seizure, or suspension of payments of the client, the claims of MARC BLOEM on the client are immediately exigible.
- 13.8. Every payment by the client primarily serves for the settlement of the due interest and subsequently to settle the costs flowing from the recovery. Only after settlement of these sums does any payment by the client serve for the settlement of the outstanding principal.

Article 14. Retention of property

- 14.1. All delivered products as well as those to be delivered remain the exclusive property of MARC BLOEM until all claims which MARC BLOEM has or will acquire on the client have been fully settled.
- 14.2. As long as the property of the products has not passed to the client, the client is not permitted with regard to the products to:
- a. pawn them;
 - b. grant third parties any other title to them;

- c. resell them outside the regular exercise of his business.
- 14.3. The client is obliged to keep the products which are delivered under retention of property with due diligence, and as the recognizable property of MARC BLOEM. The client must always take all such actions as can reasonably be expected of him to secure the property rights of MARC BLOEM.
- 14.4. If the client does not or does not entirely fulfil his obligations towards MARC BLOEM and in the event of rescission of the agreement, on whatever account, then MARC BLOEM has the right to take back all products subject to the retention of property, without any prior default notice or judicial intervention, without prejudice to the right of MARC BLOEM to full compensation of damages.
- 14.5. If MARC BLOEM wishes to exercise his right as described in this article, then the client is obligated to grant access to MARC BLOEM to all locations where the products of MARC BLOEM are situated. All costs which MARC BLOEM must sustain to recover the products are borne by the client.
- 14.6. In case of seizure, suspension of payments, or bankruptcy, the client will immediately inform MARC BLOEM accordingly and point out the (property) rights of MARC BLOEM to the confiscating bailiff, the administrator or the liquidator.
- 14.7. The provisions mentioned in this article leave unaffected the other rights falling to MARC BLOEM.

Article 15. Liability and limitation period

- 15.1. MARC BLOEM cannot be held to compensate any damage which is the direct or indirect result of:
 - a. an event which is effectively outside their control and therefore cannot be attributed to their actions and/or failure to act as described, for example, in article 19 of these general conditions;
 - b. any act or negligence of the client, his subordinates, or other persons who have been deployed by or on account of the client.
- 15.2. MARC BLOEM is not liable for any possible damage caused by the unavailability, temporarily or not, of the option to order, the unreachability or removal of his website due to maintenance, or otherwise.
- 15.3. The colours which can be seen on the screen of a client may differ from the colours the product actually has. MARC BLOEM is not liable for such colour deviations.
- 15.4. MARC BLOEM is not liable for damage, of whatever nature, due to the fact that MARC BLOEM relied on incorrect and/or incomplete information provided by the client.
- 15.5. MARC BLOEM is not liable for the maiming or loss of data as a consequence of the forwarding of the data with the aid of telecom facilities.
- 15.6. Under no circumstance is MARC BLOEM liable for damage which has occurred or has been caused because the delivered product was used inappropriately, used in violation of the manual, or used for another purpose than it is intended for. The use of the product is at one's own risk entirely.
- 15.7. MARC BLOEM can never be held accountable for damage which has occurred because the delivered product does not receive proper maintenance.
- 15.8. MARC BLOEM is never bound to pay compensation as a result of consequential damage. By consequential damage is intended in any case: loss of turnover, loss of profit, missed savings, business damage, operational malfunction, stagnation damage, delay damage, reputation damage, labour costs, imposed fines, and indirect damage, regardless of their origins.
- 15.9. If MARC BLOEM were to be liable for any type of damage, then the liability of MARC BLOEM is limited to the amount of the disbursement made by the insurer of MARC BLOEM. If the insurer in any event does not proceed with disbursement, or the damage is not covered by the insurance, then the liability of MARC BLOEM is limited to the price which the client has paid for the product which the liability is in regard to.
- 15.10. The client safeguards MARC BLOEM against claims which third parties file against MARC BLOEM in the matter of events, actions, or cases of neglect for which MARC BLOEM is not liable pursuant to the preceding. The client is bound to indemnify MARC BLOEM upon first

- request regarding all costs, damages, and interest which may arise for MARC BLOEM as a direct or indirect consequence of a claim filed against them as intended in this section.
- 15.11. Rights of claim and other powers of the client on any account whatsoever towards MARC BLOEM lapse in any case after expiry of 1 year from the moment a fact occurs on the basis of which the client can exercise these rights and/or powers vis-à-vis MARC BLOEM.
- 15.12. If the client does not, does not timely, or does not properly comply with his contractual obligations which flow from the law, or if he acts illegitimately towards MARC BLOEM, then the client must compensate all damage which MARC BLOEM incurs or has occurred as a result.

Article 16. Customer services

- 16.1. For questions about the order, or to file a complaint, the client can contact the customer services department of MARC BLOEM. Customer services of MARC BLOEM are available:
- a. through the e-mail address: marcbloom@zoho.com;
 - b. through the phone number: +31 6 4150 9299.

Article 17. Complaints and warranty

- 17.1. Complaints about the delivered order must be communicated as soon as possible after delivery to MARC BLOEM.
- 17.2. A complaint or appeal to the warranty does not suspend the payment obligation of the client.
- 17.3. On the product, a warranty is granted of 1 year.
- 17.4. The warranty conditions are listed on the website and/or are sent along with the invoice.
- 17.5. If the product manifests a defect during the warranty period, then MARC BLOEM will send a replacement part to the client free of charges and assist the client telephonically for the substitution of the part/carrying out of the repair. If the client does not succeed at replacing the part/carrying out the repair himself or if the client does not want to conduct these activities himself, then the client can send the product to MARC BLOEM for repair. In such an event, the costs of returning the product to MARC BLOEM and for sending back the product to the client by MARC BLOEM after the repair, are at the expense of the client.
- 17.6. The warranty comes to lapse if:
- a. defects are the result of inexpert use;
 - b. the product has not been used in accordance with the manual;
 - c. the damage was caused by the client or a third party;
 - d. defects are the result of use falling outside the technically permitted specifications;
 - e. defects to the product were caused by external influences such as: fire, natural disasters, water damage, explosions, cleaning agents, dirt accumulation, landslides, flooding, and weather conditions;
 - f. defects are the result of components and/or products which were not supplied by MARC BLOEM.
- 17.7. The delivery of a new part and/or the carrying out of repair activities do not extend the warranty period.
- 17.8. If the client wishes to have a new part delivered and/or those repair activities are conducted after the warranty period or in the event, in conformity with article 17.6, the warranty has lapsed, the costs of the new part, of repair activities, and of associated shipping costs are billed to the client.

Article 18. Suspension and rescission

- 18.1. MARC BLOEM has the right to suspend the implementation of the agreement with immediate effect if after conclusion of the agreement circumstances come to the knowledge of MARC BLOEM which constitute legitimate grounds to fear that the client will not fulfil the obligations.
- 18.2. MARC BLOEM is authorised to rescind the agreement if the client does not or does not fully fulfil the obligations from the agreement, and the client has not complied with a default notice which was sent. If compliance has become permanently impossible, then a default notice is not required.
- 18.3. MARC BLOEM is furthermore authorised to rescind the agreement in case circumstances occur which are of such a nature that fulfilment of the agreement is impossible, or if by

standards of reason and fairness it can no longer be demanded, or circumstances occur otherwise, which are of such a nature that maintaining the agreement in an unaltered form may not reasonably be expected.

- 18.4. MARC BLOEM is authorised to rescind the agreement if the client requests suspension of payment or such is granted to the client, in case the client is declared bankrupt or a request to that effect is filed, in case the client is unable to settle his debts, proceeds with the termination or liquidation of his business, is placed under forced administration, or in the event an administrator is appointed.
- 18.5. If MARC BLOEM proceeds to suspend or liquidate, he is not bound in any manner to compensate damage and costs which have arisen in any manner as a result.
- 18.6. If the agreement is (partially) rescinded, then the claims of MARC BLOEM on the client become immediately exigible. If MARC BLOEM suspends the implementation of the agreement, they retain their entitlements pursuant to the law and the agreement.
- 18.7. MARC BLOEM always retains the right to claim compensation.

Article 19. Force majeure

- 19.1. MARC BLOEM is not bound to fulfil any obligation if they are prevented from doing so as a consequence of force majeure. As events which effectively lie outside the control of MARC BLOEM, or which cannot be attributed to their actions and/or failure to act, are considered in any case: impediments from third parties; theft; weather effects; natural disasters; total or partial work strikes; rioting, terrorism, war or threats of war; loss of or damaging to products during their transport; export and import prohibitions; fire; operational malfunction; traffic disruption; power malfunction; internet malfunction; government measures; changes to legislation or regulations.
- 19.2. By force majeure is also intended a non-attributable shortcoming on the part of a supplier of MARC BLOEM or of a third party deployed by MARC BLOEM.

Article 20. Intellectual property rights

- 20.1. Any intellectual property right, including copyright, with regard to the website, photographs, pictures, drawings, texts, brands, trade names, house style, and logos, and wherever it regards data provided by MARC BLOEM to the client, lies with MARC BLOEM or with their licensor(s). The client must respect the intellectual property rights of MARC BLOEM and of their licensors at all times.

Article 21. Non-disclosure

- 21.1. Both parties are obliged to maintain the secrecy of all confidential information which they have obtained from each other or from other sources in the context of their agreement. Information is considered confidential if such has been announced, or if it flows from the nature of the information. The party receiving confidential information will only use it for the purpose it was provided for.
- 21.2. If MARC BLOEM is bound on grounds of a legal provision or a court order to provide confidential information to a third party designated by the law or the competent court, and MARC BLOEM cannot appeal in the matter to a legal privilege or a privilege recognized or permitted by the competent court, then MARC BLOEM is not held to compensation or indemnification and the client is not entitled to rescission of the agreement on grounds of any damage which has occurred as a result.
- 21.3. MARC BLOEM processes personal data in accordance with the General Data Protection Regulation (GDPR). For more information about the processing of personal data by MARC BLOEM, the client can consult the privacy policy of MARC BLOEM, see [link to privacy policy].

Article 22. Applicable law and competent court

- 22.1. All disputes which the agreement may be grounds for will be solely settled, to the emphatic exclusion of any other court of law, by the competent court in the district where MARC BLOEM is established.

22.2. The agreement is governed solely, to the emphatic exclusion of all other laws, by Netherlands legislation.