

General terms and conditions Barprofessional

Article 1 - Definitions and applicability

- 1.1. In these general terms and conditions, the following terms are used in the following sense, unless expressly stated otherwise:
 - a. name Barprofessional: trade name of Triplette B.V., established in (7615 PZ) Harbrinkhoek at De krön 11, hereinafter referred to as: 'Barprofessional'.
 - b. Buyer: The business legal entity that enters into an (distance) agreement with Barprofessional.
 - c. Offer: Any written offer to the Buyer to deliver Products by Barprofessional to which these terms and conditions are inextricably linked.
 - d. Agreement: The (distance) sales agreement for the sale and delivery of Products purchased by the Buyer from Barprofessional.
 - e. Products: The Products offered by Barprofessional are professional bar tools and related articles for the benefit of the beverage industry and the hospitality industry.
- 1.2. These general terms and conditions apply to every Barprofessional offer and every agreement between Barprofessional and a Buyer and to every Product offered by Barprofessional.
- 1.3. Before an Agreement is concluded, the Buyer receives these general terms and conditions. If this is not reasonably possible, Barprofessional will indicate to the Buyer how the Buyer can view the general conditions, which are in any case published on the website of Barprofessional, so that the Buyer can easily save these general conditions on a durable data carrier.
- 1.4. In exceptional situations these general terms and conditions can be deviated from if this is explicitly agreed upon in writing with Barprofessional.
- 1.5. These general terms and conditions also apply to additional, amended and follow-up agreements with the Buyer. Any general and/or purchase conditions of the Buyer are expressly rejected.
- 1.6. If one or more provisions of these general terms and conditions are partially or wholly void or nullified, the remaining provisions of these general terms and conditions shall remain in force and the void/ nullified provision(s) shall be replaced by a provision with the same purport as the original provision.
- 1.7. Uncertainties about the content, explanation or situations not regulated in these general terms and conditions shall be assessed and explained in the spirit of these general terms and conditions.

Article 2 - The offer

- 2.1. All offers made by Barprofessional are non-binding, unless expressly stated otherwise in writing. If the Offer is limited or valid under specific conditions, this is explicitly mentioned in the offer. An Offer can only be said to have been made in writing (by email).
- 2.2. The Offer made by Barprofessional is without obligation. Barprofessional is only bound to the Offer if the acceptance thereof is confirmed in writing by the Buyer within 30 days, or if the Buyer has already paid the amount due. Nevertheless, Barprofessional has the right to refuse an Agreement with a potential Buyer for valid reasons.
- 2.3. The Offer contains an accurate description of the offered Product with accompanying prices. The description is detailed enough to enable the Buyer to make a proper assessment of the Offer. Obvious mistakes or errors in the Offer cannot bind Barprofessional. Any images and specific data in the Offer are only an indication and cannot be a ground for any compensation or dissolution of the Agreement (at a distance). Barprofessional cannot guarantee that the colours in the image correspond exactly to the real colours of the Product.
- 2.4. Delivery times and Terms mentioned in the Barprofessional offer are indicative and when exceeded do not entitle the Buyer to dissolution or damages, unless explicitly agreed otherwise.
- 2.5. A compound quotation does not oblige Barprofessional to deliver a part of the goods included in the offer or Offer for a part of the stated price.
- 2.6. If and insofar as there is an offer, this does not automatically apply to repeat orders. Offers are only valid until stock lasts, and according to the 'made-to-order' principle.

Article 3 - Conclusion of the Agreement

- 3.1. The Agreement is realised the moment the Buyer accepts an Offer from Barprofessional or by paying for the Product in question.
- 3.2. An Offer can be made by Barprofessional via the website, via the catalogue or via email.
- 3.3. If the Buyer has accepted the Offer by entering into an Agreement with Barprofessional, Barprofessional will confirm the Agreement with the Buyer in writing or at least by email.
- 3.4. If the acceptance deviates (on minor points) from the Offer, Barprofessional is not bound by it and this is considered a new Offer.
- 3.5. Barprofessional is not bound to an Offer if the Buyer could reasonably have expected or should have understood that the Offer contains an obvious mistake or slip of the pen. The Buyer cannot derive any rights from this mistake or slip of the pen.
- 3.6. Products that cannot be returned due to (hygienic reasons, customisation, etc.) are excluded from return. This is explicitly stated in the Offer.

Article 4 - Execution of the Agreement

- 4.1. Barprofessional shall execute the Agreement to the best of its knowledge and ability.
- 4.2. If and to the extent required for a proper execution of the Agreement, Barprofessional has the right to have certain activities carried out by third parties at its own discretion.
- 4.3. The Buyer shall ensure that all data, which Barprofessional indicates to be necessary or which the Buyer should reasonably understand to be necessary for the execution of the Agreement, is provided to Barprofessional on time. If the data required for the execution of the Agreement is not provided to Barprofessional on time, Barprofessional has the right to suspend the execution of the Agreement.
- 4.4. In the execution of the Agreement, Barprofessional is not obliged or obliged to follow the instructions of the Buyer if this changes the content or scope of the Agreement. If the instructions result in additional work for Barprofessional, the Buyer is obliged to pay the additional or supplementary costs accordingly.
- 4.5. Barprofessional can demand security from the Buyer or full payment in advance before proceeding to execute the Agreement.
- 4.6. Barprofessional is not liable for damages, of any nature whatsoever, that have arisen because Barprofessional has relied on incorrect and/or incomplete details provided by the Buyer, unless this inaccuracy or incompleteness was known to Barprofessional.
- 4.7. The Buyer indemnifies Barprofessional against possible claims from third parties, who suffer damages in connection with the execution of the Agreement and which are attributable to the Buyer.

Article 5 - Delivery and delivery terms

- 5.1. If the start, progress or delivery of the Agreement is delayed because, for example, the Buyer has not or not timely provided all requested information, insufficient cooperation, the (down)payment is not received on time by Barprofessional or other circumstances beyond the control of Barprofessional cause any delay, Barprofessional is entitled to a reasonable extension of the (delivery) term.
- 5.2. All agreed (delivery) terms are never strict deadlines. The buyer must declare Barprofessional in default in writing and grant it a reasonable period to still be able to (re)deliver. Buyer is not entitled to any compensation due to the delay.
- 5.3. The Buyer is obliged to accept the goods at the moment they are made available according to the Agreement, even if these are offered earlier or later than agreed.
- 5.4. If the Buyer refuses to take delivery or is negligent in providing information or instructions necessary for delivery, Barprofessional is entitled to store the goods at the expense and risk of the Buyer.
- 5.5. If the Goods are delivered by Barprofessional or an external carrier, Barprofessional is entitled to charge possible delivery costs, unless agreed otherwise in writing. These will then be invoiced separately unless explicitly agreed otherwise.

- 5.6. If Barprofessional requires data from the Buyer as part of the execution of the Agreement, the delivery time only starts after the Buyer has made all data necessary for the execution available to Barprofessional.
- 5.7. If Barprofessional has stated a delivery term, this is indicative. For delivery outside the Netherlands, refer to Barprofessional.eu with possibly different delivery terms.
- 5.8. Barprofessional is entitled to deliver goods in parts, unless this is deviated from in the agreement or the partial delivery has no independent value. Barprofessional is entitled to invoice the thus delivered goods separately.
- 5.9. Deliveries are only executed if all invoices have been paid unless expressly agreed otherwise. Barprofessional reserves the right to refuse delivery in case of well-founded fear of non-payment.
- 5.10. It is possible that a Product is temporarily out of stock, in which case the Buyer will be notified within one month after ordering and the order will be resent without packaging, transport and insurance costs. If (subsequent) delivery is not or no longer possible, the Buyer is also notified within one month and the order is cancelled without Barprofessional being liable to compensate the Buyer.
- 5.11. If the Buyer has not taken delivery of the Products within one month after the offer for delivery, Barprofessional is entitled to dissolve the agreement based on which the delivery takes place, without judicial intervention and to sell or take back the Products to be delivered.

Article 6 - Packaging, delivery and transfer of risk

- 6.1. Barprofessional undertakes towards the Buyer to package the products to be delivered properly and to secure them in such a way that they reach their destination in good condition with normal handling.
- 6.2. Unless otherwise agreed in writing, all deliveries shall be exclusive of sales tax (VAT), including packaging and packaging materials.
- 6.3. The acceptance of goods without comments on the waybill or receipt shall be proof that the packaging was in good condition at the time of delivery.
- 6.4. The risk of loss or damage of the Products that are the subject of the Agreement is transferred to the Buyer at the moment the goods leave the warehouse of Barprofessional and/or are transferred to the carrier on behalf of Barprofessional.

Article 7 - Duty of investigation and complaints

- 7.1. The Buyer is obliged to inspect the delivered goods (or have the delivered goods inspected) at the time of delivery, but in any case within 14 days of receipt, and only to unpack or use the delivered goods to the extent necessary to judge whether or not to retain the Product. In doing so, the Buyer shall examine whether the quality and quantity of the delivered Product corresponds to the Agreement and whether the Products meet the requirements applicable to them in normal (commercial) dealings.
- 7.2. The Buyer is obliged to investigate and inform himself on how the Product should be used and in case of personal use, to test the Product in accordance with the instructions for use. Barprofessional does not recognise any liability for incorrect use of the Product by the Buyer.
- 7.3. Any visible defects or shortages must be reported to Barprofessional in writing after delivery at info@barprofessional.nl. Foreign buyers can report to info@barprofessional.eu. The buyer has a period of 14 days after delivery to do so. Non-visible defects or shortages must be reported within 14 days of discovery, but at the latest within 1 month of delivery. If the Product is damaged due to careless handling by the Buyer, the Buyer is liable for any decrease in value of the Product.
- 7.4. If, pursuant to the previous paragraph, a timely complaint is made, the Buyer remains obliged to pay for the purchased goods. If the Buyer wishes to return defective goods, this is only done with prior written consent of Barprofessional in the manner indicated by Barprofessional.
- 7.5. Barprofessional is entitled to investigate the authenticity and condition of the returned Goods before reimbursement takes place.
- 7.6. Refunds to the Buyer will be processed as soon as possible, but can take up to 14 days after receipt of the declaration of dissolution by the Buyer. Refunds will be made to the account number previously provided.
- 7.7. If the Buyer exercises its right of complaint, the Buyer is not entitled to suspend its payment obligation or to set off outstanding invoices.
- 7.8. In the absence of full delivery, and/or if one or more Products are missing, and this can be attributed to Barprofessional, Barprofessional will, after a request to this end by the Buyer, send the missing Product(s) or cancel the remaining order. The receipt of the Products is leading in this respect. Any damages suffered by the Buyer as a result of the (deviating) scope of delivery cannot be recovered from Barprofessional.

Article 8 - Prices

- 8.1. During the validity period of the Offer, the prices of the offered Products shall not be increased, with the exception of changes in VAT rates.
- 8.2. The prices stated in the Offer are exclusive of VAT, unless explicitly stated otherwise.
- 8.3. The prices stated in the Offer are based on the cost factors applicable at the time of the conclusion of the Agreement, such as: import and export duties, freight and unloading costs, insurance and any levies and taxes.
- 8.4. In case of Products or raw materials for which there are price fluctuations on the financial market and on which Barprofessional has no influence, Barprofessional can offer these Products with variable prices. It is mentioned in the Offer that the prices are target prices and can fluctuate.

Article 9 - Payment and collection policy

- 9.1. Payment should preferably be made in the currency of the invoice via the indicated method.
- 9.2. The Buyer cannot derive any rights or expectations from an estimate issued in advance, unless the parties have expressly agreed otherwise.
- 9.3. Buyer must make payment in one lump sum to the account number and details of Barprofessional made known to her. Parties can only agree a different payment term after explicit and written consent of Barprofessional.
- 9.4. In case of liquidation, bankruptcy, seizure or suspension of payment of the Buyer, the claims of Barprofessional on the Buyer are immediately due and payable.
- 9.5. Barprofessional is entitled to have the payments made by the Buyer go first of all to reduce the costs, then to reduce the interest that has fallen due and finally to reduce the principal sum and the current interest. Barprofessional can, without thereby being in default, refuse an offer of payment, if the Buyer indicates a different order of attribution. Barprofessional can refuse full payment of the principal sum, if this does not include the interest that has fallen due, the current interest and the costs.
- 9.6. When the Buyer fails to meet his payment obligation and has not fulfilled his obligation within the stipulated payment term of 21 days, the Buyer being a Company is in default, but Barprofessional will send the Buyer a reminder with a term of 7 days to still meet the payment obligation with an indication of the extrajudicial costs if the Buyer does not meet his obligations within this term.
- 9.7. From the date that the Buyer is in default, Barprofessional shall without further notice of default lay claim to the legal (commercial) interest from the first day of default until full payment and compensation of the extrajudicial costs in accordance with article 6:96 of the Dutch Civil Code to be calculated according to the graduated scale from the Decree on compensation for extrajudicial collection costs of 1 July 2012.
- 9.8. If Barprofessional has incurred more or higher costs that are reasonably necessary, these costs are eligible for compensation. Judicial and execution costs incurred are also for the account of the Buyer.
- 9.9. At the first request of Barprofessional, the Buyer is obliged to provide security or a bank guarantee for all that the Buyer may owe Barprofessional under this Agreement or otherwise.

Article 10 - Retention of title

- 10.1. All goods delivered by Barprofessional remain the property of Barprofessional until the Buyer has fulfilled all following obligations from all agreements made with Barprofessional.
- 10.2. The Buyer is not authorised to pledge the goods that fall under the retention of title nor encumber them in any other way if the ownership has not yet been fully transferred.
- 10.3. If third parties seize the goods delivered under retention of title or wish to establish or enforce rights to them, the Buyer is obliged to inform Barprofessional as soon as can reasonably be expected.
- 10.4. In the event that Barprofessional wishes to exercise its property rights as indicated in this article, the Buyer already now unconditionally and irrevocably grants permission and authorisation to Barprofessional or third parties to be appointed by the Buyer to enter all those places where the property of Barprofessional is located and to retrieve these goods.
- 10.5. Barprofessional has the right to retain the Product(s) purchased by the Buyer if the Buyer has not yet (fully) met his payment obligations, despite an obligation to transfer or hand over the Product(s) from Barprofessional. After the Buyer has fulfilled his obligations, Barprofessional will make every effort to deliver the purchased Product(s) to the Buyer as soon as possible, but at the latest within 20 working days.
- 10.6. Costs and other (consequential) damage as a result of keeping the purchased Products are at the expense and risk of the Buyer and shall be reimbursed by the Buyer to Barprofessional on demand.

Article 11 - Warranty

- 11.1. Barprofessional guarantees that the Products comply with the Agreement, the specifications mentioned in the offer, usability and/or reliability and the legal rules/regulations at the time of the realisation of the Agreement. This also applies if the goods to be delivered are destined for use abroad and the Buyer has expressly notified Barprofessional of this use in writing at the time of entering into the Agreement.
- 11.2. The aforementioned guarantee only extends to that which is provided by the producer and applies for a period that corresponds to the factory guarantee. For Products that are delivered with a manufacturer's or importer's or wholesaler's guarantee, the guarantee provisions set by these suppliers apply.
- 11.3. If the goods to be delivered do not comply with these guarantees, Barprofessional shall, within a reasonable period of time after receipt of the goods, at the discretion of Barprofessional, replace or take care of repairs. In case of replacement, the Buyer undertakes already now to return the replaced goods to Barprofessional and to transfer ownership to Barprofessional.
- 11.4. The mentioned guarantee does not apply when the defect originated as a result of injudicious or improper use or when, without written consent from Barprofessional, the Buyer or third parties have made changes or tried to make changes to the product or have used it for purposes for which the product is not intended or under abnormal circumstances.

Article 12 - Suspension and dissolution of the agreement

- 12.1. Barprofessional is authorised to suspend fulfilment of obligations or to dissolve the Agreement, if the Buyer does not or not fully fulfil his (payment) obligations from the Agreement.
- 12.2. Furthermore, Barprofessional is authorised to dissolve the existing Agreement between itself and the Buyer, insofar as it has not yet been executed, without judicial intervention, if the Buyer does not, does not in a timely manner or does not adequately fulfil his obligations that arise from any agreement made with Barprofessional.
- 12.3. Furthermore, Barprofessional is authorised to dissolve the Agreement without prior notice of default if circumstances arise of such a nature that fulfilment of the Agreement becomes impossible or can no longer be demanded according to standards of reasonableness and fairness, or if other circumstances arise of such a nature that unaltered maintenance of the Agreement can no longer be reasonably expected.
- 12.4. If the Agreement is dissolved, the claims of Barprofessional on the Buyer are immediately due and payable. When Barprofessional suspends fulfilment of its obligations, it retains its claims from the law and the Agreement. When dissolving an order with personalised goods, Barprofessional retains the right to charge programming costs, provided a proof has already been requested.
- 12.5. Barprofessional always retains the right to claim damages.

Article 13 - Limitation of liability

- 13.1. If the execution of the Agreement by Barprofessional leads to liability of Barprofessional towards the Buyer or third parties, this liability is limited to the costs charged by Barprofessional in connection with the Agreement unless the damages are the result of intent or gross negligence. The liability of Barprofessional is in any case limited to the maximum amount of damages that is paid out by the insurance company per event per year.
- 13.2. Barprofessional is not liable for consequential damages, indirect damages, loss of profits and/or losses suffered, missed savings and also damages resulting from the use of the delivered Products are excluded.
- 13.3. Barprofessional is not liable for and/or obliged to repair damage caused by the use of the Product. Barprofessional delivers strict maintenance and usage instructions that must be followed by the Buyer. All damage to Products as a result of carrying and use is expressly excluded from liability (this includes traces of use, usage damage, fall damage, light and water damage, theft, loss etc.).
- 13.4. Barprofessional is not responsible for the correct and complete transfer of the content of and email sent by/on behalf of Barprofessional, nor for its timely receipt.
- 13.5. All claims from the Buyer due to shortcomings on the part of Barprofessional lapse if these are not reported to Barprofessional in writing with reasons within one year after the Buyer was aware or could reasonably have been aware of the facts on which her claims are based. All claims of the Buyer lapse in any case one year after termination of the Agreement.

Article 14 - Website disclaimer on liability

- 14.1. Barprofessional is not liable for damages that are or can be the result of any action or omission as a result of (incomplete and/or incorrect) information on the website(s) or from linked websites.
- 14.2. All samples, drawings or advertisements produced by Barprofessional and all illustrations included in Barprofessional's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Products referred to herein, are not the responsibility of Barprofessional, but of the supplier.
- 14.3. Barprofessional is not responsible for errors and/or irregularities in the publication and/or functionality of the website and is not liable for breakdowns or unavailability of the website for whatever reason.

Article 15 - Force majeure

- 15.1. Barprofessional is not liable if as a result of force majeure it cannot fulfil its obligations under the Agreement, nor can it be held to fulfil any obligation if it is hindered to do so as a result of a circumstance that is not due to its fault and which is not for its account by virtue of the law, legal act or generally accepted views.
- 15.2. Force majeure includes in any case, but is not limited to what is understood in this respect in the law and jurisprudence:
 - a. force majeure of suppliers of Barprofessional;
 - b. failure to properly fulfil obligations of suppliers prescribed or recommended by the Buyer to Barprofessional;
 - c. defectiveness of goods, equipment, software or materials of third parties,
 - d. government measures;
 - e. electricity failure, failure of internet, data network and telecommunication facilities (for example due to: cyber crime);
 - f. natural disasters, war and terrorist attacks;
 - g. general transport problems;
 - h. strikes and other situations that in the opinion of Barprofessional fall outside its sphere of influence and which temporarily or permanently prevent the fulfilment of its obligations (e.g. Pandemic etc).
- 15.3. Parties can suspend obligations from the Agreement during the period that the force majeure continues. If this period lasts longer than two months, each of the parties is entitled to dissolve the Agreement, without any obligation to pay compensation to the other party.
- 15.4. Insofar Barprofessional has already partially met its obligations from the Agreement at the start of the force majeure or will be able to do so, and independent value can be attributed to the fulfilled or to the to be fulfilled part, Barprofessional is entitled to invoice the fulfilled or to be fulfilled part separately. Buyer is obliged to pay this invoice as if it were a separate Agreement.

Article 16 - Intellectual Property Rights

- 16.1. All intellectual property rights and copyrights of Barprofessional belong exclusively to Barprofessional and are not transferred to the Buyer.
- 16.2. The Buyer is prohibited from publishing and/or reproducing, modifying or making available to third parties all documents that are subject to the intellectual property rights and copyrights of Barprofessional without explicit prior written consent of Barprofessional. If the Buyer wishes to make changes to items delivered by Barprofessional, Barprofessional must explicitly approve the intended changes.
- 16.3. It is forbidden for the Buyer to use the Products on which the intellectual property rights of Barprofessional rest other than as agreed in the Agreement.

Article 17 - Privacy, data processing and security

- 17.1. Barprofessional handles the (personal) data of Buyer and visitors of the website(s) with care. For the content of the Privacy Statement, which includes the security of data as well as provides insight into what data is stored, please refer to the website www.barprofessional.nl or www.barprofessional.eu.
- 17.2. If Barprofessional has to provide security of information based on the Agreement, this security shall meet the agreed specifications and a security level that is not unreasonable in view of the state of the art, the sensitivity of the data and the associated costs.

Article 18 - Complaint handling

- 18.1. If the Buyer is not satisfied with the Products of Barprofessional and/or has complaints about the (execution of the) Agreement, the Buyer is obliged to report these complaints as soon as possible, but no later than within 14 calendar days after the relevant reason that led to the complaint. Complaints can be reported via info@barprofessional.nl or for foreign buyers info@barprofessionals.eu with the subject 'Complaint'.
- 18.2. The complaint must be sufficiently substantiated and/or explained by the Buyer for Barprofessional to be able to handle the complaint.
- 18.3. Barprofessional shall as soon as possible, but at the latest within 14 calendar days after receipt of the complaint, respond to the complaint substantively.
- 18.4. The parties will try to reach a solution jointly.

Article 19 - Applicable law and competent court

19.1. Dutch law applies to all agreements between Barprofessional and the Buyer. The applicability of the (CISG) Vienna Sales Convention is expressly excluded.

19.2. All disputes that arise from or as a result of the Agreement between Barprofessional and Buyer and that cannot be resolved in mutual consultation, shall be settled by the competent judge of the District Court of Overijssel location Almelo, unless provisions of mandatory law lead to the competence of another court.

Article 20 - Amendment of General Terms and Conditions

20.1. In case of interpretation of the content and scope of these general terms and conditions, the Dutch text shall always prevail. Barprofessional is entitled to unilaterally amend these general terms and conditions.

20.2. Existing clients receive notification of the amendment and a copy of the amended terms and conditions after the amendment.

20.3. The amended terms and conditions shall be published on the website of Barprofessional with notification of amendment.