



General delivery and payment terms Bloomdale Eyewear B.V.

Definitions

Contractor: Bloomdale Eyewear B.V., registered in the trade register of the Chamber of Commerce under number: 59998873

Client: the party with whom Bloomdale Eyewear B.V. has entered into an agreement and who purchases products from Bloomdale Eyewear B.V.

Products: the products supplied by the Contractor to the Client

Agreement: an agreement between the Client and the Contractor, to which these General Terms and Conditions apply.

1. Applicability

- 1.1 These General Terms and Conditions apply to all offers, deliveries and all Agreements concluded between Contractor and Client.
- 1.2 The applicability of additional and/or different general (purchase) conditions of the Client or third parties is expressly rejected.
- 1.3 The parties may only differ from these conditions if the Contracted Party and the Client have expressly agreed to this in writing.
- 1.4 If one or more clauses in these general conditions are null and void or annulled, the other clauses of these general conditions shall remain in full force and effect.

1.5 A void or annulled clause will be replaced by a clause that is substantively consistent with the Contractor's purpose in drafting the terms and conditions.

2. Establishment of the Agreement

2.1 The Agreement is established by placing a written, electronic, or spoken order with the Contractor and the acceptance thereof by the Contractor. By its spoken or written order or application, the Client accepts these delivery terms and conditions. An order or application is deemed to be accepted by Contractor insofar as it has not expressly indicated the contrary to the Client within fourteen (14) days of receipt of the order or application.

3. Offers and quotations

3.1 Any offer made by the Contractor is without obligation and may be revoked by the Contractor at any time. This also applies if the offer includes a deadline for acceptance.

3.2 An offer made is valid for a maximum of fourteen (14) days unless another acceptance period is stated in the offer.

3.3 If the Client does not accept the offer within the applicable period, the offer shall lapse.

3.4. The prices quoted by the Contractor are exclusive of VAT, exclusive of delivery costs and exclusive of any other government levies.

- 3.5 A quoted or agreed price relates only to the products expressly indicated therein, delivery under the circumstances normally expected under reasonable circumstances and based on the data known to the Contractor when the price was quoted or agreed. Deviations or changes in circumstances, incorrect data and other deviations or changes with respect to the Agreement may result in price increases and are grounds for adjustment of the agreed costs.
- 3.6 The Contractor is not liable for interim increases by third parties on the cost price of (online) products and services, which the Contractor could not foresee at the time of the preparation of the offer or the conclusion of the Agreement and may give rise to price adjustments.
- 3.7 If the Client's application deviates from the agreed offer, the Contractor is not bound by it.
- 3.8 The offer does not apply to any follow-up orders unless Contractor and Client have expressly agreed so in writing.
- 3.9 The contents of leaflets, brochures and the Internet are subject to change and do not bind Contractor.
- 3.10 Contractor is always bound by all applicable laws and regulations relating to the Products, which are already in force or will be in force in the future, insofar as the applicability of such laws and regulations is not explicitly excluded by the parties.

4. Payment and Invoicing

- 4.1 All amounts mentioned by the Contractor in the Agreement or invoice are in Euros and are exclusive of VAT, exclusive of shipping costs and exclusive of any other government charges.
- 4.2 The Contractor will not charge additional costs to the Client if modification or subsequent delivery of Products is due to circumstances attributable to the Contractor.
- 4.3 The agreed prices at the start of the Agreement are based on the price level existing at that time. Contractor is entitled to adjust the fees agreed with Client annually as of January 1 with the Service Price Index (DPI), published by the Central Bureau of Statistics Netherlands. Contractor shall inform Client in advance of any price adjustment.
- 4.4 Without prejudice to the provisions of the law, Contractor's invoices will become payable immediately and without notice of default or judicial intervention as soon as the Client loses free disposal of its assets in any way. In that case the Contractor shall be entitled to dissolve the Agreement in whole or in part, whereby the Client shall be obliged to compensate the damage suffered and profits lost by the Contractor.
- 4.5 Upon full or partial cancellation of an order by the Client, the Contractor shall be entitled to compensation for all costs already incurred, plus estimated loss of profit.

- 4.6 If the Client fails to fulfil one or more of its obligations under the Agreement or to do so properly or on time, Contractor has the right, without notice of default or judicial intervention being required, to dissolve the Agreement in whole or in part. Contractor shall not be liable for any compensation or guarantee and without prejudice to Contractor's rights.
- 4.7 The Contractor will be entitled to terminate the Agreement in whole or in part without notice of default and without judicial intervention if circumstances arise which are of such a nature that performance of the Agreement cannot possibly be required or can no longer be required in accordance with standards of reasonableness and fairness, or if other circumstances arise which are of such a nature that unaltered maintenance of the Agreement can no longer reasonably be expected. Such as in the event of bankruptcy, suspension of payments, complete or partial shutdown, liquidation, or transfer. This without the Contractor being liable for any compensation or guarantee and without prejudice to the Contractor's other rights.
- 4.8 In the event of conservatory or executory (third-party) seizure of the products supplied by Contractor or in the event of (the threat of) bankruptcy or suspension of payments, Client shall be obliged to notify Contractor hereof immediately. Failing such notification, the Client shall be liable for any loss suffered by Contractor as a result thereof.

- 4.9 The Contractor may invoke its right of retention and retain products of the Client until the Client has paid all outstanding bills against the Contractor unless the Client has provided adequate security for those costs.
- 4.10 The Contractor shall never be liable for any damages that the Client may suffer because of exercising its right of retention.

5. Payment terms

- 5.1 Payment of Contractor's invoices shall be made without deduction or discount within fourteen (14) days of the invoice date, in the manner and currency specified on the invoice, unless another payment period or method of payment is expressly agreed upon by the parties.
- 5.2 Payment deadlines are strict payment deadlines. If the Client has not paid the invoice amount due by the due date and thus fails to meet the payment deadline, the Client is in default by operation of law, without the Contractor having to send the Client a reminder or give the Client notice of default.
- 5.3 Client waives its right to set off any claim against Contractor against Contractor's invoices or to suspend its payment obligation towards Contractor for that reason.

- 5.4 Objections to an invoice from Contractor must be reported to Contractor in writing within fourteen (14) days of receipt by Client. A partial dispute of the invoice does not suspend the Client's payment obligation with respect to the undisputed portion. If no objection is made within the specified period, the Client shall be deemed to agree to the amount of the invoice.
- 5.5 If Client fails to pay within the agreed term of payment, he shall be in default by operation of law. Over the period that he is legally in default, Client shall owe an immediately payable interest of 2% per month from the due date of the invoice, whereby a part of the month shall be counted as a whole month. All costs associated with judicial or extrajudicial claims shall be for the account of Client.
- 5.6 Notwithstanding the foregoing, the Contractor shall at all times retain the right to suspend the arrangements in the Agreement until the outstanding fee has been paid.
- 5.7 If Client fails to meet its payment obligations to Contractor on time, Contractor is authorized to cancel other agreements in progress between Client and Contractor.

6. Retention of ownership

- 6.1 Contractor remains the owner of all delivered products until Client has fully fulfilled all its payment obligations, including the costs mentioned in Art. 5.5, towards Contractor. Contractor may so far invoke its retention of ownership and repossess the delivered products.

- 6.2 If the Contractor invokes its retention of ownership, the Agreement shall be deemed terminated and the Contractor shall be entitled to claim damages, lost profits, and interest.
- 6.3 Before ownership has passed to the Client, the Client may not pledge, sell, dispose of, or otherwise encumber the delivered products.

7. Complaints/Returns

- 7.1 The Client is obliged to examine the delivered products for any shortcomings as soon as possible. If a delivered product does not meet what the Client could reasonably expect from the Agreement, the Client must notify the Contractor of the shortcoming immediately, but in any case, within fourteen (14) days of its discovery.
- 7.2 Client must demonstrate that the complaint relates to an Agreement between the parties and provide as detailed a description as possible of the shortcoming, so that Contractor is able to respond adequately.
- 7.3 Objections to invoices must be submitted in writing to Contractor no later than fourteen (14) days after the invoice date.
- 7.4 Submitted complaints about delivered goods or objections to invoices do not suspend the payment obligation.

7.5 Return shipments will only be accepted - after permission of the Contractor - if the provisions of Article 7.1 have been met, the items are undamaged and returned by return in the original packaging, stating the invoice date and packing slip/invoice number. If these details are missing, any credit will be given at the lowest price of the products, to which volume discounts or graduated prices apply.

8. Delivery

8.1 Express shipments on request or other delivery requests different from our standard deliveries are subject to additional charges.

8.2 If Client takes delivery of the discussed products later than the agreed delivery date, the risk of any out-of-date of the delivered products, and the associated additional costs, shall be borne entirely by Client.

9. Liability

9.1 Contractor shall only be liable for any damage suffered or experienced by Client in the event and to the extent that such damage was caused by intentional or deliberate recklessness.

9.2. If Contractor is liable for any damages, Contractor shall only be liable for direct damages arising out of or in connection with the performance of the Agreement or any part of the Agreement.

- 9.3 Direct damage means exclusively:
- a) The reasonable costs incurred to determine the cause and extent of the damage, to the extent that the determination relates to damage as referred to in these General Terms and Conditions.
 - b) Any reasonable costs incurred to have the Contractor's defective performance still comply with the Agreement.
 - c) Reasonable costs incurred to prevent or limit damage, to the extent that the Client demonstrates that these costs led to a limitation of direct damage as referred to in these General Terms and Conditions.
- 9.4 Any liability of the Contractor and/or the persons for whom the Contractor is responsible is limited to direct damage and to a maximum of the invoice amount - or part of the invoice amount - depending on the Agreement - or the part of the Agreement to which the liability relates. Liability is at all times limited to a maximum of the amount paid out by the Contractor's insurer.
- 9.5 The parties' liability for indirect or consequential damages is excluded. This includes in any case loss of turnover, loss of profit and missed savings, emotional damage, damage to third parties and damage due to business interruption.
- 9.6 None of the limitations of liability set forth in these Terms and Conditions shall apply in the event of willful misconduct or gross negligence of any party or party's personnel or in the event of death or bodily injury.

9.7 Contractor is not liable for damages of any kind due to Contractor having relied on inaccurate and/or incomplete data, documents, objects, or communications provided by Client.

9.8 All images, photographs, drawings, descriptions, colors, etc. of the Products on the Contractor's website and/or reproduced in other (digital) material or documents of the Contractor or which are provided by the Contractor in the context of an offer or quotation are merely indicative and not binding.

They are intended to provide a general picture of the Products offered and cannot be a reason for compensation and/or (partial) termination of the Contract and/or suspension of any obligation.

9.9 Any right to compensation shall in any event lapse twelve (12) months after the event from which the liability arises directly or indirectly. The provisions of Article 6:89 of the Civil Code is not hereby excluded.

9.10 When shipping goods, the Contractor shall use proper methods of transportation. The Contractor cannot be held liable for irregularities relating to shipment. Irregularities here include theft, loss, breakage, and other damage occurring during transport.

10. Force majeure

10.1 The parties shall not be liable for failure or delay in performing their obligations under the Agreement if and to the extent the failure or delay is caused by a circumstance constituting force majeure.

10.2 Parties are not obliged to fulfill any obligation if they are prevented from doing so as a result of a circumstance that is not due to fault, and is not for their account under the law, a legal act or generally accepted practice.

This includes all external causes, foreseen or unforeseen, which are beyond the control of the parties, but which prevent the parties from fulfilling their obligations, including: (serious) illness, temporary or permanent disability, terrorist threats, state of emergency such as war (danger), revolt, riots, natural disasters, and so on, defaults and force majeure by third parties, unexpected failures in hardware, cable, power, electricity or internet connections, computer or telecom failures, computer viruses, strikes, government measures, unforeseen transportation problems, adverse weather conditions and work stoppages.

10.3 The following situations, among others, are not covered by force majeure: failure to comply with a warranty, shortage of personnel, internal criminal acts, staff strikes (unless it is a nationwide, cross-industry strike or an industry-wide strike beyond the control of management), illness of personnel (unless it is an epidemic or pandemic), delay in the delivery of goods and/or services from third parties, defective materials, culpable failure or tort on the part of third parties engaged by a party and/or liquidity or solvency problems.

10.4 If a party is unable to fulfill all or part of its obligations due to force majeure, that party shall promptly notify the other party.

- 10.5 If Contractor invokes force majeure, Contractor shall immediately provide Client with a recovery plan to resolve or mitigate the effects of the force majeure situation as soon as possible.
- 10.6 The parties may suspend the obligations under the Agreement during the period that the force majeure continues. If this period lasts longer than two months, either party is entitled to dissolve the Agreement, without any obligation to compensate the other party for damages.
- 10.7 To the extent that the Contractor has already partially fulfilled its obligations under the Agreement at the time of the occurrence of force majeure or will be able to fulfil them, and the fulfilled or still to be fulfilled part has independent value, the Contractor is entitled to invoice the fulfilled or still to be fulfilled part separately. The Client is obliged to pay this invoice as if it were a separate Agreement.
- 10.8 Parties shall never owe the other party any compensation or damages in a case of force majeure, even if the result of the force majeure situation results in any benefit to either party.

11. Various provisions

- 11.1 Agreements entered by intermediaries, other than our employees, are binding on Contractor only if confirmed by Contractor in writing.
- 11.2 Resale of goods, other than to the spectacle needing public is permitted only with the written consent of Contractor.

- 11.3 A viewing shipment or frames on view must be returned to us in the original packaging within two (2) weeks. If a viewing shipment is not returned after two (2) weeks, the value of the viewing shipment will be charged.
- 11.4 The contents of the Agreement between the parties shall not be considered as the existence or creation of an agency or joint venture between the two parties. Neither party is permitted to enter any obligation (also) on behalf of the other party, unless expressly agreed otherwise.
- 11.5 The parties may not assign the rights and obligations under any Agreement existing between them without the prior written consent of the other party.
- 11.6 In the event an order is issued to Contractor by more than one person, each of them shall be jointly and severally liable for the amounts due to Contractor under that order with respect to the Services provided.
- 11.7 Client shall not approach any personnel of Contractor or Contractor's subcontractors with a request to be employed by Client. This prohibition applies during the term of the Agreement between the parties and for six (6) months after its termination.

12. Copyright

- 12.1 All intellectual property rights relating to the works published by Contractor, including copyrights, are vested by Contractor. Unless expressly authorized by Contractor or permitted by law, no part of the publications issued by Contractor may be disclosed, reproduced, or stored in a computerized file in any way.
- 12.2 The Client is not allowed to remove and/or change any indication concerning copyrights, brands, trade name or other intellectual property rights from (software) material.

13. Intellectual property rights

- 13.1 Client shall not be permitted to use Contractor's logo and trademarks unless Contractor has given express written permission.

14. Statute of limitations/expiration

- 14.1 All legal claims against Contractor, including claims for damages, shall expire and/or be barred after one year after the relevant claim/claim arose.

15. Modification of the agreement

- 15.1 If, after the conclusion of the Agreement, it appears necessary to modify or supplement the contents of the Agreement for its execution, the parties shall promptly and by mutual agreement modify the Agreement accordingly.

16. Confidentiality

16.1 Each party will treat confidential information of the other party with strict confidentiality. The parties agree that they will:

- a. does not use confidential information for any purpose other than the purpose for which the confidential information was provided; and
- b. will treat confidential information as strictly confidential and will not disclose or reveal it to third parties, such as: other customers of Contractor, competitors of Client, the public or the press; and
- c. will not disseminate any information that the parties know or can reasonably suspect to be secret or confidential, or that the parties can expect that dissemination of such information may harm Client or Contractor.

16.2 Each party shall only provide confidential information to its directors, staff, affiliates, lawyers, subcontractors, intermediaries, auxiliary persons and/or auditors if it considers that they need to have the confidential information in order to be able to perform their work arising from or related to the Agreement.

A party shall explicitly inform the persons referred to in this article of the confidential nature prior to the provision of confidential information and impose on them an equal obligation of confidentiality as applies to that party itself.

16.3 Regardless of the obligations under this Article, either party shall be permitted to disclose, or disclose, confidential information if that party is required to do so by court order or legal obligation, provided that:

- a. upon disclosure, the interests of the party, to whom the confidential information belongs, are adequately protected in accordance with the Agreement; and
- b. the disclosing party has notified the other party of such mandatory disclosure in sufficient time to allow the other party sufficient time to challenge such disclosure with the appropriate authority, provided that such notification is permitted.

16.4. The obligation of confidentiality defined in this article does not apply to information that was already in the public domain before one of the parties obtained it or that subsequently became public without being the result of a breach of confidentiality on the part of one of the parties.

16.5 The parties shall, upon written request of the other party and in any event upon termination of the work or the Agreement, for any reason, return and/or destroy all confidential information in its possession from the other party, without withholding a copy thereof in any form or on any data carrier, to the extent no legal retention periods apply.

16.6 The duty of confidentiality described in this Article shall in any event apply for the duration of the underlying Agreement and for a period of at least one (1) year after the expiration of the Agreement.

17. Privacy

17.1 If in the context of performance of the Agreement personal data is processed by the Client or the Contractor, the parties will comply with the General Data Protection Regulation (GDPR) and related laws and regulations.

18. Indemnification

18.1 The Client shall indemnify the Contractor against claims by third parties regarding rights (of intellectual property) to materials or data provided by the Client, which are used in the performance of the Agreement.

18.2 If Client provides Contractor with information carriers, electronic files, etc., Client guarantees that the information carriers and electronic files are free of viruses and defects.

18.3 The Client indemnifies the Contractor against all claims by third parties in connection with the performance of this Agreement. The indemnification shall include all damages and costs suffered or incurred by the Contractor in connection with such claim.

19. Modification of general terms and conditions

19.1 The Contractor is entitled to amend or supplement these general terms and conditions. Changes of minor importance may be made at any time. If there are major substantive changes, Contractor will inform the Client in advance to the best of his ability.

20. Applicable law/disputes

20.1 All legal relationships between Client and Contractor to which these general terms and conditions apply shall be governed by Dutch law.

20.2 The Dutch court within the district where the Contractor is located shall have exclusive jurisdiction to hear any disputes between the Client and the Contractor unless provisions of mandatory law dictate otherwise.

Last modified on January 2, 2024