MADE BLUE

TERMS AND CONDITIONS

Terms and conditions of services of Made Blue. Filed at the Chamber of Commerce and Factories for Amersfoort and surroundings in October 2019 under number 59974745

PART A GENERAL

1 Definitions

The following terms in these terms and conditions are understood to mean:
Made Blue: Made Blue Foundation, Made Blue B.V. and Water Made Blue B.V., with its registered office in Leusden, and each of its subsidiaries;
The Other Party: The person who enters into an agreement with Made Blue, whatever its name may be;
Water for Water: The Other Party's investment in clean drinking water projects, whereby the creation of the amount of clean water corresponds to the agreed consumption of drinking water of the Other Party.
Water projects: The projects in which clean drinking water is realized as part of Water for Water
Water register: The independent register where Made Blue keeps track of the amount of clean drinking water that has been financed through payments from Counterparties.

2 Agreements

2.1 These general terms and conditions apply to all offers, quotations, legal relationships and other agreements to be made by Made Blue with the Other Party, whatever their name is. The general terms and conditions also apply to all further agreements with the Other Party and to amended or additional agreements, to the exclusion of other general terms and conditions, unless agreed otherwise in writing prior to the agreement.
2.2 An agreement with Made Blue is only concluded when and insofar as it has been approved in writing by Made Blue.
2.3 Additions or changes to agreements concluded with Made Blue can only be made in writing with permission from Made Blue.
2.4 If the Other Party wants to create a smaller amount of clean drinking water than it uses, this must be laid down in a mutual agreement.
2.5 By entering into an agreement with the Made Blue Foundation, an agreement is also entered into with Made Blue B.V. (with the program One liter for a liter) or Water Made Blue B.V. (for deliveries to the hotel and catering industry or water) On behalf of this foundation, these B.V.s provide the products and services taxed with VAT such as the provision of advisory services, glassware, water coolers, communication materials and related products. All amounts mentioned in this document are exclusive of VAT.

3 Offer and Acceptance

3.1 Unless explicitly stated otherwise, all offers and announcements from Made Blue with regard to the provision of Water for Water or (other) services are without obligation and form a whole in terms of price and other conditions.
3.2 Made Blue is free to accept requests for the provision of Water for Water or (other) services or to refuse them without giving any reason.

4 Delivery of Water for Water

4.1 As soon as possible after the conclusion of an agreement for the provision of Water for Water by Made Blue on behalf of the Other Party, but no later than one year after receipt by Made Blue of the amount invoiced for this, or at least within 12 months after At the end of its financial year, the investment in Water projects takes place unless the independent verification of the allocated Water projects takes longer than this period.
4.2 Insofar as the characteristics of the selected Water Projects are not specified in the agreement between the parties or if the projects desired by the Other Party do not satisfy the independent verification for whatever reason, Made Blue is free to choose the projects, all within the indicated mix, if any.

5 Price

5.1 All prices stated by Made Blue in the agreement and invoice are exclusive of VAT.
5.2 As well as shipping costs, taxes, import duties or other levies on charges and other levies, whether or not by the government, unless expressly agreed otherwise.

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6 Payment

6.1 Payment of the agreed price must be made, in the currency in which the price is set, within 14 days of the invoice date.
6.2 In the event of late, incomplete or incomplete payment, the Other Party owes all costs that Made Blue must incur to collect its claims. This includes the extrajudicial costs that are estimated at an amount equal to 15 percent of the amount due, as well as the default interest of 1.5 percent per month or part thereof, counting from the due date and all this with a minimum of EUR 150. . If payment of the invoice amount is not received in time by Made Blue, the Other Party will be in default by operation of law, without a notice of default or demand being required and the Other Party will from that moment also owe statutory interest and extrajudicial collection costs without further notice.
6.3 Made Blue is entitled to suspend all obligations under the agreement if the Other Party fails to pay on time and if there is a justified suspicion that Made Blue will fail to meet its payment obligations, without Made Blue being liable for damage that may arise as a result.
6.4 Payment of the amount due by the Other Party to Made Blue will be made, unless otherwise agreed in writing, without suspension, discount, deduction or set-off against a claim that the Other Party has or believes it has on Made Blue.

7 Duration of the agreement

7.1 After termination of an agreement between Made Blue and the Counterparty, the provisions in these General Terms and Conditions will continue to apply insofar as relevant, without prejudice.

8 Warranty and liability

8.1 Made Blue cannot guarantee the specified water consumption of the Other Party, as these are based on data provided by the Other Party and third parties. Made Blue only guarantees that the specified amount of consumption is used as a calculation unit to create the same amount of water elsewhere by investing in clean drinking water projects.
8.2 Made Blue explicitly excludes any liability for all damage, for whatever reason, including all (in) direct damage, such as consequential or commercial damage, unless this is caused by gross negligence and / or by intentional Made Blue.
8.3 If and to the extent that Made Blue may already be liable, Made Blue is only liable for direct damage, as a result of gross negligence and / or intent on the part of Made Blue, or its subordinates or third parties, of which it has committed itself in its contract. The (extra) contractual liability of Made Blue is always limited to the amount invoiced and received by Made Blue for the relevant agreement in the relevant calendar year excluding sales tax, up to a maximum of € 20,000.

9 Disclaimer

9.1 The Other Party indemnifies Made Blue and its assistants against claims from third parties, including the costs of legal assistance and it will indemnify Made Blue for claims from third parties with regard to damage resulting from whether or not the use of or from the use of the Water for Water and for damage associated with the implementation of the agreement.

10 Force majeure

10.1 If Made Blue as a result of force majeure, which is understood to mean all causes and circumstances outside the influence of Made Blue, including, but not limited to, the default of the supplier from whom Made Blue purchases its Water projects, temporarily not to can meet its obligations, the Other Party is not entitled to terminate the agreement between the parties.
10.2 In the event of force majeure, Made Blue's obligation to fulfill its obligations arising from the agreement concluded with it lapses and it has the right to terminate the agreement, all without the Other Party being entitled to any form of compensation.
10.3 In the event of permanent force majeure, the Other Party also has the right to terminate the agreement, without Made Blue being obliged to compensate the damage, of whatever nature. Amounts paid to Made Blue by the Other Party at the time of dissolution as referred to in 10.2 and 10.3 will be refunded by Made Blue if and insofar as the relevant agreed investment in Water Projects has not yet taken place.

11 Partial invalidity

11.1 If any passage in these general terms and conditions or any part of an agreement concluded by Made Blue should be invalid at any time, or should be destroyed, then otherwise these general terms and conditions and the concluded agreement will remain in force. The parties will then make an arrangement for the invalid or destroyed passage that is closest to the intention of the parties with the agreement and these general terms and conditions.

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12 Transfer of rights / obligations

The Other Party is not authorized to transfer its rights and / or obligations under the agreement, including these general terms and conditions, or arising from the Water Register to third parties, in whole or in part, without prior written permission from Made Blue.

13 Early termination

13.1 Made Blue is entitled to terminate an agreement it has concluded with immediate effect, without judicial intervention and without being obliged to pay any compensation, if the Other Party fails to fulfill one or more of its obligations under this agreement or under these general terms and conditions, fails to comply properly or in time and in the event of bankruptcy or suspension of payment of the Other Party.
13.2 Payment obligations of the Other Party arising from the agreement remain in full force and all amounts due become immediately due and payable. In addition, the Other Party is obliged to compensate all damage suffered by Made Blue as a result of the termination of the agreement.

14 Use the name, logo and Intellectual Property (IIE) of Made Blue

14.1 All IIE rights remain the property of Made Blue at all times.
14.2 Parties may only use each other's (brand) name and logo after written permission and under the general terms and conditions set by the other party.
14.3 After termination of the agreement cooperation, the client / buyer may no longer use the brand name and logo and other IIE rights of Made Blue.
14.4 After termination of the agreement, the client must immediately return all materials that are the property of Made Blue and that mention the name and logo of Made Blue in good condition.

15 Disputes and applicable law

15.1 All disputes with regard to the establishment, the interpretation or the implementation of an agreement made with Made Blue or these general terms and conditions, will in the first instance be submitted exclusively to the competent court in Utrecht.
15.2 All agreements concluded with Made Blue, including these general terms and conditions, are governed by Dutch law.

16 Language

16.1 These terms and conditions are available in the Dutch and English language. In the event of a dispute about the content or scope of these general terms and conditions, only the Dutch text and its meaning in the Dutch jurisdiction will be binding.

17 AVG

17.1 With the signing of the cooperation with Made Blue, the Other Party agrees to include the name, (mail) address and telephone number in the records of the Made Blue Foundation, Made Blue B.V. and / or Water Made Blue B.V. for correspondence regarding invoicing, installation / maintenance and new developments.

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PART B CONSULTANCY

Additional General Provisions apply - (for) "PART A GENERAL" in particular for advice activities to be performed by Made Blue.

18 Warranty Limitation

18.1 Made Blue will execute the (Consultancy) Agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship to the best of its ability. The obligation that Made Blue enters into with the assignment has the nature of an obligation of best efforts.

19 Intellectual Property

19.1 The intellectual property rights of the materials, models, techniques and instruments used by Made Blue in the execution of the assignment belong exclusively to Made Blue, unless these rights of ownership belong to another person by whom the use thereof is permitted by Made Blue.
19.2 The Other Party will in no way infringe the intellectual property rights of Made Blue. In particular, it is not permitted, without explicit prior agreements have been made, to use all or part of the materials that Made Blue has used during the execution of the assignment for its own use or for use by third parties. multiply, issue, lend, or otherwise use it, whether or not for a fee.
19.3 See Part A, Article 14.

20 Execution assignment

20.1 If a consultant is unable to attend, Made Blue will arrange for replacement.
20.2 If Made Blue cannot reasonably (timely) replace a consultant, the liability of Made Blue remains limited to the obligation to still carry out the assignment at a time that is determined in consultation with the Other Party.

21 Confidentiality

21.1 Made Blue is obliged to maintain the confidentiality of all that it and its advisers become aware of during the execution of the assignment about the Other Party and its business and operations. This obligation applies with regard to all data that Made Blue knows or can reasonably know that this data is confidential and / or that taking cognizance thereof by a third party can damage the interests of the Other Party. This obligation does not apply if Made Blue makes this information public because it is required to do so by law or regulation, or if it has received specific prior written permission from the Other Party.

DEEL C OFFICES AND HOSPITALITY

Additional General Provisions apply - (for) "PART A GENERAL" in particular for services and products for offices and hospitality delivered by Made Blue.

22 Donations

22.1 The donation to the Made Blue Foundation Foundation always includes 20 cents per liter for drinking water projects. This part is a gift to a charity with ANBI status and exempt from VAT. The remaining part is collected by the Made Blue Foundation on behalf of Water Made Blue B.V. and is charged with 21% VAT. This part is the reimbursement for the products and services provided.
22.2 The donation is invested in drinking water projects in developing countries so that at least the promised number of liters there becomes available sustainably. Projects are implemented by prominent charities (such as Simavi, Amref Flying Doctors and World Vision).

23 Payment

23.1 Made Blue reserves the right to take back on loan / rent equipment and glassware in the event of late payments or non-collectable collections.
23.2 The installed equipment remains the property of Water Made Blue BV at all times. Upon termination of the agreement, bankruptcy or suspension of payment of the participant, Water Made Blue BV retains the right to collect the equipment immediately.

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24 Water cooler on loan

24.1 Made Blue supplies a water cooling installation on loan at no extra cost with: Carbon dioxide reducing valve, safety set in the hospitality industry, annual preventive maintenance and possibly replacement of the filter cartridge, service and parts in the event of a fault. Installation of the installation is included in the hotel and catering industry.
24.2 The other party will pay a deposit of € 250 per delivery for water cooling installation. If there is a termination of the agreement, this deposit will be deducted from any damage and the costs for uninstalling and collecting the installation in question. If a refund is apparent from this, Made Blue will transfer this to the other party's bank account within 14 days. However, should there be a claim against the other party, it is obliged to pay back to Made Blue within the payment period of 14 days.
24.3 In the event of damage to the water cooling installation caused by the Other Party that is larger than the deposit, Made Blue will charge the additional costs to the Other Party.
24.4 Made Blue guarantees a properly functioning water cooling installation in accordance with the specifications agreed with the Other Party. To this end, Made Blue can also use a water cooling installation that has already been used.
24.5 An adjusted rate of € 150 excl. Boat tickets applies to placement on the Wadden Islands & Belgium.
Used cooler
24.6 A water cooling installation that is purchased by the Other Party applies that the Other Party itself must conclude a maintenance contract and / or service contract. Articles 24.1 up to and including 24.4 do not apply in that case.
24.7 Annual preventive maintenance will be scheduled in consultation with the Other Party and is included. The Other Party must ensure the installer can reach the installation properly. If not, the installer must come back later and additional costs will be charged.

25 Service

25.1 A water cooling installation on loan is supplied as standard including a service contract unless otherwise agreed in writing.
25.2 The service is provided by the company MERKKwater on behalf of Made Blue.
25.3 In the event of malfunctions, Made Blue endeavors to resolve them within 48 hours of the notification by the Other Party.
25.4 If a suitable solution cannot be found, Made Blue will supply and install a replacement water cooling installation.
25.5 Defective parts will be replaced by Made Blue at no extra cost unless the defect is caused by negligent action on the part of the Other Party.
25.6 Made Blue is not liable for any loss of revenue suffered in the event of malfunctions or for the quality of the drinking water from the water supply.

26 Glassware

26.1 Made Blue agrees with the Counterparty how much glassware is required and what reimbursement this is on a monthly or one-off basis. A distinction is made between standard glassware and customized glassware.
26.2 Standard glassware for which a monthly fee is requested will be collected upon termination of participation by Made Blue.
26.3 For made-to-measure glassware that is not purchased once by the Other Party, upon termination of participation, the remaining fee for the current contract year will be charged by Made Blue.
26.4 For customized glassware, a delivery time of approximately 4 weeks applies after approval of the proof. A vector based logo (EPS, PDF, Ai, SVG) is required for the proof.
26.5 If the Counterparty opts for glassware with a monthly fee, the Counterparty is entitled in each contract year to the same number of replacement bottles, carafes and / or glasses as initially delivered. This right automatically expires if it is not used within the contract year.