



## GENERAL TERMS AND CONDITIONS

Chamber of Commerce no.: 59974745 Made Blue B.V. (hereinafter: Made Blue)

### Article 1 - Definitions

In these general terms and conditions, the following terms shall have the following meanings, unless explicitly stated otherwise:

1. **Company:** The natural or legal person acting in the exercise of a profession or business.
2. **Ambassador:** The Company that enters into an (remote) Agreement with Made Blue.
3. **Offer:** Any proposal to the Ambassador for the supply of Products and Services by Made Blue, in the form of an agreement, contract, or quotation.
4. **Products and Services:** The Products sold by Made Blue include water coolers, water, glassware, and related products in the broadest sense of the word. The Services provided by Made Blue concern the allocation of received donations for the delivery of corresponding liters of clean drinking water, as well as the registration thereof and the provision of related communication.
5. **Agreement:** The purchase, rental, supply, and/or service agreement relating to the sale, delivery, and maintenance of Products and/or Services purchased or rented by the Ambassador from Made Blue.

### Article 2 - Applicability

1. These general terms and conditions apply to every Offer made by Made Blue and every Agreement between Made Blue and an Ambassador, and to every Product or Service offered by Made Blue.
2. Before a (remote) Agreement is concluded, the Ambassador will be provided with these general terms and conditions. If this is not reasonably possible, Made Blue will indicate how the Ambassador can access these general terms and conditions.
3. The applicability of any (other) general or (purchase) terms and conditions of the Ambassador is expressly rejected. Only Made Blue's general terms and conditions apply.
4. Deviations from these general terms and conditions are in principle not possible. In exceptional circumstances, deviations may be agreed upon if explicitly and in writing confirmed by Made Blue.
5. These general terms and conditions also apply to supplementary, amended, and follow-up Agreements with the Ambassador.
6. If one or more provisions of these general terms and conditions are partially or wholly void or annulled, the remaining provisions shall remain in full force and effect, and the void/annulled provision(s) shall be replaced by a provision with the same intent as the original.
7. Any ambiguities regarding the content, interpretation, or situations not covered in these general terms and conditions must be assessed and interpreted in the spirit of these general terms and conditions.

### Article 3 - The Offer

1. All offers made by Made Blue are non-binding, unless explicitly stated otherwise in writing. If the Offer is limited or valid under specific conditions, this will be explicitly stated in the Offer. An Offer may be made orally or in writing.
2. Made Blue is only bound by the quotation if it is accepted in writing by the Ambassador within thirty (30) days. Nevertheless, Made Blue has the right to refuse an Agreement with a potential Ambassador for any reason it deems valid.
3. The Offer contains a description of the Product offered. The description is sufficiently detailed to enable the Ambassador to make a proper assessment of the Offer. Obvious mistakes or errors in the Offer do not bind Made Blue. The images and specific data in the Offer are merely indicative and cannot be grounds for compensation or termination of the (remote) Agreement. Made Blue cannot guarantee that the colors in the images correspond exactly to the actual colors of the Product.
4. Delivery times in Made Blue's quotations are indicative and do not entitle the Ambassador to dissolve the Agreement or claim compensation if exceeded, unless explicitly agreed otherwise.
5. A combined price quotation does not oblige Made Blue to deliver part of the items included in the quotation or offer at a corresponding part of the quoted price.
6. Offers or quotations do not automatically apply to repeat orders. Offers and quotations are valid only while stocks last and on a first-come, first-served basis.

## MADE BLUE FOUNDATION

Eikenlaan 41  
3831 XE Leusden

tel +31 70 891 9492  
[www.madeblue.org](http://www.madeblue.org)

CoC 61952184  
RSIN NL854563933

Our products and services are subject to the General Terms and Conditions registered with the Chamber of Commerce in Amersfoort under number 61952184.

7. Made Blue reserves the right to refuse specified or placed orders without providing reasons. Such refusal does not entitle the Ambassador to compensation or any other remedy for the refusal.
8. Made Blue is entitled to carry out a credit check before entering into an Agreement.
9. The Offer also includes an estimate of the donation amount to be allocated to Stichting Made Blue Foundation, if and to the extent applicable.

#### **Article 4 – Formation and Duration of the Agreement**

1. The Agreement is concluded at the moment the Ambassador has accepted an Offer from Made Blue in writing.
2. The Ambassador accepts Made Blue's Offer by signing the relevant Quotation for approval.
3. If the acceptance deviates (on minor points) from the Offer included in the quotation or invoice, Made Blue is not bound by it. The Ambassador must comply with the full quotation or invoice, unless the Ambassador can demonstrate that a different arrangement has been agreed.
4. Made Blue is not bound by an Offer if the Ambassador could reasonably have expected, understood, or ought to have understood that the Offer contained an obvious mistake or clerical error. The Ambassador cannot derive any rights from such a mistake or error.
5. Arrangements or Agreements may only be entered into by authorized employees, appointed staff, or contracted persons of Made Blue who have authority to represent the company and hold a written power of attorney.
6. The right of withdrawal does not apply, but returns may be accepted by mutual agreement, provided they meet the conditions set by Made Blue.
7. If the Ambassador cancels the placed order or the specified order in whole or in part, the Ambassador must pay the full compensation stated in the Agreement or the Offer.
8. Made Blue is entitled to require a minimum purchase from the Ambassador.

#### **Article 5 – Duration of the Agreement for Services**

1. The Agreement is entered into for an indefinite period and terminates upon notice by the Ambassador with a notice period of two full months, unless a fixed term has been agreed with the Ambassador. In that case, the Ambassador owes compensation corresponding to the full duration of the agreed term. Termination is then only possible after the expiry of the agreed period(s).
2. Both parties may terminate the Agreement on the grounds of an attributable breach of contract if the other party has been given written notice of default, granted a reasonable period to fulfill its obligations, and has failed to do so. This includes the Ambassador's obligations regarding payment and cooperation.
3. Both the Ambassador and Made Blue may terminate the Agreement in whole or in part in writing with immediate effect, without further notice of default, if one of the parties is granted a suspension of payments, bankruptcy is filed, or the relevant business is dissolved through liquidation. In such cases, Made Blue shall never be obliged to refund already received funds and/or pay compensation. Made Blue is entitled to immediately reclaim unpaid goods and retains the right to claim additional damages from the Ambassador.
4. The Ambassador is liable to third parties for the consequences of termination and indemnifies Made Blue against resulting claims from such third parties.
5. In the event of premature termination by the Ambassador, the Ambassador owes Made Blue the full compensation stated in the Offer/Agreement after entering into the Agreement, unless otherwise agreed.
6. Cancellation should preferably be in writing. In the case of an oral cancellation, Made Blue will confirm this in writing.

#### **Article 6 – Lease Agreement**

1. The lease agreement is entered into for a fixed term with a minimum rental period of 5 years, unless otherwise agreed between the parties. A deposit is required per rented equipment, unless explicitly excluded in the Agreement.
2. The Ambassador may terminate the lease agreement with a notice period of three months before the lease agreement expires. If the lease agreement is not terminated, it will be extended for the same term as referred to in paragraph 1 or as agreed in the Agreement.

3. If the Ambassador wishes to rent additional products, this is possible in consultation with Made Blue. The Ambassador may choose from a range made available at that time by Made Blue. Made Blue reserves the right to supply other equipment if deemed necessary for the performance of the agreement.
4. The Ambassador is prohibited from relocating or lending the leased equipment to third parties, including private individuals. Only in exceptional cases, and with explicit prior written consent from Made Blue, may this be deviated from.
5. The Ambassador is not permitted to encumber or modify the leased equipment in any way.
6. In case of violation of the above, the Ambassador owes an immediately payable penalty equal to the retail price of the leased equipment. This may be increased by (hidden) damages incurred by Made Blue as a result of the Ambassador's actions.
7. The Ambassador is required to cooperate with Made Blue upon first request.
8. Made Blue, in consultation with the Ambassador, will perform maintenance on the leased equipment once per calendar year, unless explicitly agreed otherwise.
9. If defects are found during maintenance, they will be repaired free of charge. If, in Made Blue's opinion, the repair costs are unreasonably high, Made Blue will provide a replacement rental product. Exception to this rule: if the defect is due to careless handling by the customer, the repair costs may be charged to the Ambassador.
10. At the end of the lease agreement, the Ambassador is obliged to return the leased equipment in good condition and cleaned. The Ambassador must also return all associated documents to Made Blue and comply with all instructions for proper return as provided by Made Blue.
11. Upon return, Made Blue will inspect the leased equipment for possible damage and issue a final settlement, charging the Ambassador for any unreported damage and/or depreciation. In addition, the costs of collecting and dismantling the leased equipment will be deducted from the previously charged deposit.

#### **Article 7 – Orders**

1. The Ambassador shall place orders for Products with Made Blue in writing, by e-mail, by telephone, or via the website. Unless a Partner Agreement applies, each order shall at least state:
  - the date the order is sent;
  - the type of Products being ordered;
  - the quantity of Products being ordered;
  - the delivery location;
  - the desired delivery date of the Products;
  - a reference number.
2. If the content of the written acceptance referred to in the previous paragraph deviates from the content of the order form, the Ambassador shall be bound by the content of the written acceptance, unless the Ambassador points out the deviation by e-mail within two working days after Made Blue has sent the acceptance.

#### **Article 8 – Performance of the Agreement**

1. Made Blue shall perform the Agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
2. If and insofar as proper performance of the Agreement requires this, Made Blue has the right, at its sole discretion, to have certain work carried out by third parties.
3. The Ambassador shall ensure that all information which Made Blue indicates is necessary, or which the Ambassador should reasonably understand to be necessary for the execution of the Agreement, is provided to Made Blue in a timely manner. If the information required for the execution of the Agreement has not been provided to Made Blue on time, Made Blue is entitled to suspend the execution of the Agreement and/or charge the Ambassador the additional costs resulting from the delay at the usual rates.
4. Before proceeding with the execution of the Agreement, Made Blue may require security from the Ambassador, or full advance payment.

5. Made Blue shall not be liable for any damage of whatever nature caused by Made Blue relying on incorrect and/or incomplete information provided by the Ambassador, unless Made Blue was aware of such incorrectness or incompleteness.
6. The Ambassador indemnifies Made Blue against any claims from third parties who suffer damage in connection with the performance of the Agreement attributable to the Ambassador.

#### **Article 9 – Delivery**

1. The stated prices are exclusive of shipping costs. Shipping costs will be communicated separately and may be calculated afterwards based on actual costs.
2. If the commencement, progress, or (completion of) delivery of the Agreement is delayed because, for example, the Ambassador has not provided all requested information on time, has not provided sufficient cooperation, Made Blue has not received the (down) payment on time, or other circumstances beyond Made Blue's control have caused any delay, Made Blue shall be entitled to a reasonable extension of the delivery period. All agreed delivery periods are never strict deadlines. The Ambassador must put Made Blue in default in writing and grant it a reasonable period to still deliver. The Ambassador shall not be entitled to any compensation as a result of the delay.
3. The Ambassador is obliged to accept the goods at the moment they are made available to it under the Agreement, even if they are offered earlier or later than agreed.
4. If the Ambassador refuses to take delivery or is negligent in providing information or instructions necessary for delivery, Made Blue is entitled to store the goods at the expense and risk of the Ambassador.
5. If the Products are delivered by Made Blue or by an external carrier, Made Blue is, unless otherwise agreed in writing, entitled to charge higher delivery costs than stated in the Agreement. These will then be invoiced separately unless explicitly agreed otherwise.
6. If the Ambassador collects the Products from Made Blue's premises, Made Blue will send a confirmation with the date and time of collection. Transport costs and insurance are at the Ambassador's own expense and risk (including any damage arising in this context).
7. If Made Blue requires information from the Ambassador in connection with the execution of the Agreement, the delivery period shall not commence until the Ambassador has made all necessary information available to Made Blue.
8. If Made Blue has specified a delivery period, this is indicative. Longer delivery periods apply for deliveries outside the Netherlands.
9. Made Blue is entitled to deliver the goods in parts, unless otherwise agreed in the Agreement or unless the partial delivery has no independent value. Made Blue is entitled to invoice the delivered goods separately.
10. Deliveries will only be made if all invoices have been paid, unless expressly agreed otherwise. Made Blue reserves the right to refuse delivery if there are justified concerns about non-payment.
11. If the Ambassador is not present at the agreed installation time, additional call-out charges and waiting time will be invoiced. In addition, a new installation time will be scheduled in consultation.

#### **Article 10 – Packaging and Transport**

1. Made Blue undertakes towards the Ambassador to properly package the goods to be delivered and to secure them in such a way that they reach their destination in good condition under normal use.
2. Unless otherwise agreed in writing, all deliveries are exclusive of VAT, including packaging and packaging materials (except for packaging for which it is customary to charge a separate deposit).
3. Acceptance of goods without remarks or objections on the delivery note or receipt serves as proof that the packaging/packaging materials were in good condition at the time of delivery.
4. Each Ambassador is deemed to be in possession of any required import and/or payment permits. The absence or revocation of such permits does not release the Ambassador from the obligation to accept the goods in the agreed manner. If the goods are sold by Made Blue without customs clearance, the Ambassador cannot derive the right to cancel the order.
5. The risk of loss or damage during transport shall at all times be borne by the Ambassador.

6. If the Ambassador agrees that the ordered goods are to be delivered via direct shipment from abroad, the risk of (non-)delivery, late delivery, or improper delivery shall be entirely and fully borne by the Ambassador.

#### **Article 11 – Advice**

1. Made Blue may, if instructed to do so, prepare advice, an action plan, design, report, and/or schedule in connection with the services provided. The content of such documents is not binding and is merely advisory in nature; however, Made Blue will exercise its duty of care. The Ambassador decides independently and at its own risk whether to follow the advice.
2. Any advice provided by Made Blue, in whatever form, shall never be considered binding.
3. At Made Blue's first request, the Ambassador is obliged to review proposals provided by Made Blue. If Made Blue's work is delayed because the Ambassador fails to provide a review, or does not provide it in a timely manner, the Ambassador shall be solely responsible for any resulting consequences, such as delays.
4. The nature of the services implies that results are always dependent on external factors that may affect Made Blue's reports and advice, such as the quality, accuracy, and timely provision of required information and data by the Ambassador and its employees. The Ambassador guarantees the quality and timely and correct provision of all necessary information and data.
5. The Ambassador shall inform Made Blue in writing, prior to the commencement of work, of all circumstances that are or may be relevant, including any points and priorities that require attention.

#### **Article 12 – Inspection and Complaints**

1. The Ambassador shall inspect whether the quality and quantity of the delivered goods correspond with the Agreement and whether the Products meet the requirements applicable in normal (commercial) practice.
2. The Ambassador is obliged to investigate and inform itself on how the Product should be used. Made Blue accepts no liability for incorrect use, transport, and/or processing of the Product by the Ambassador.
3. If a complaint is made in a timely manner in accordance with the previous paragraph, the Ambassador remains obliged to pay for the purchased goods. If the Ambassador wishes to return defective goods, this may only be done with prior written consent from Made Blue and in the manner specified by Made Blue.
4. Made Blue is entitled to conduct an investigation into the authenticity and condition of the returned Products before any refund is issued.
5. Refunds to the Ambassador will be processed as soon as possible but may take up to 14 days after receipt of the Ambassador's statement of cancellation. Refunds will be made to the previously provided bank account.
6. If the Ambassador exercises its right of complaint, the Ambassador is not entitled to suspend its payment obligations or offset outstanding invoices.
7. In the event of incomplete delivery and/or if one or more Products are missing due to Made Blue, Made Blue shall, upon request by the Ambassador, send the missing Product(s) or cancel the remaining order. Any damages suffered by the Ambassador as a result of the (partial) delivery cannot be claimed from Made Blue.

#### **Article 13 – Import and Export Restrictions**

1. The Ambassador understands that the Products may be subject to import and export control in the country where the delivery address is located. The Ambassador must comply with all applicable laws and regulations regarding import and export control.
2. Any restrictions or requirements may vary depending on the time and the Products.
3. The Ambassador indemnifies Made Blue, at Made Blue's first request, against any damage and/or loss (including all costs, taxes, fines, expenses, and levies) suffered by Made Blue as a result of the Ambassador's failure to comply with the laws and regulations concerning import and export control.

#### **Article 14 – Packaging (Emballage)**

### **MADE BLUE FOUNDATION**

1. The Ambassador is obliged to return borrowed packaging empty and undamaged to the carrier of the Products. If the Ambassador fails to fulfill its obligations regarding packaging, all costs arising therefrom shall be borne by the Ambassador. Such costs include, among others, costs resulting from late return, replacement, repair, or cleaning.
2. Co-delivery of packaging is carried out in accordance with the terms of the Offer. Packaging charged separately does not need to be returned to Made Blue and will not be credited.

#### **Article 15 – Installation Work**

1. Made Blue will make every effort to perform the installation with the utmost care, as can be reasonably expected from a good contractor. All work is performed on a best-efforts basis, unless a specific result has been explicitly and in writing agreed upon and thoroughly described. In no event does Made Blue guarantee that the performed work and/or delivered goods are suitable for the purpose intended by the Ambassador.
2. Made Blue does not perform (structural) modifications to water, drainage, or electricity unless explicitly documented and agreed upon.
3. All instructions, directions, advice, and similar actions are deemed to have been given with the express approval of the Ambassador if they were provided by employees, subordinates, or third parties engaged by the Ambassador. Any damage resulting from unauthorized actions or instructions outside the scope of the assignment shall be entirely at the risk and expense of the Ambassador.
4. Made Blue is entitled, at its own discretion, to engage third parties for the execution of the work.
5. The scope of the work extends only to what has been explicitly agreed upon by the parties and/or included in the report of a malfunction. Made Blue shall inform the Ambassador of any circumstances that may affect the execution or availability of the maintenance.
6. The Ambassador is obliged to ensure that:
  - All information, data, and documents required for the execution of the Agreement (including, but not limited to, maps, drawings, overviews, models, connections, and more) are provided to Made Blue in a timely manner and in the manner requested by Made Blue;
  - Made Blue is granted access to the location on the agreed date(s) and time(s), and that the location complies with applicable legal (safety) requirements and labor conditions (whether or not in accordance with the collective labor agreement). If this is not the case, Made Blue is entitled to suspend its work until compliance is achieved, without being liable for any (delay) damages;
  - Third parties engaged by the Ambassador perform their work and/or deliveries in such a way that Made Blue does not experience any delay or obstruction in executing the Agreement or the Work;
  - Made Blue has timely access to sufficient space for the delivery, storage, and/or removal of materials and/or tools;
  - The location is in such a condition that Made Blue can perform and/or continue its Work without hindrance;
  - Made Blue has access to water and electricity at the location. The Ambassador shall bear the costs thereof. Lost working hours due to power outages are also at the Ambassador's expense;
  - The location provides adequate facilities for the proper and complete collection of waste;
  - The location, if possible, has a suitable space where Made Blue's tools, machines, materials, and other items can be stored without risk of damage or theft. In case of theft, loss, or damage, the costs shall be borne by the Ambassador;
  - All other reasonable facilities desired by Made Blue at the location are present without any (additional) costs being charged to Made Blue;
  - The Ambassador has complied with Made Blue's installation conditions.
7. If the Ambassador fails to fulfill the obligations set out in this article in a timely manner, Made Blue is entitled to suspend the execution of the Agreement until the Ambassador has fulfilled its obligations. The costs associated with the resulting delay and/or any costs for performing additional work or other consequences arising therefrom shall be borne by the Ambassador.
8. If the Ambassador fails to meet its obligations and Made Blue does not demand compliance at that time, this does not affect Made Blue's right to demand compliance at a later date.



9. In the event of cancellation by the Ambassador less than 48 hours before the scheduled appointment, the Ambassador shall be liable for the costs of any hired personnel as well as a reasonable compensation for Made Blue's lost working hours.

#### **Article 16 – Additional and Reduced Work and Changes**

1. If, during the execution of the installation, it becomes apparent that the Agreement needs to be amended and/or supplemented, or if (at the request of the Ambassador) additional work is required to achieve the Ambassador's desired result, the Ambassador is obliged to compensate for this additional work according to the agreed (hourly) rate and additional material costs. Made Blue is not obliged to comply with this request and may require the Ambassador to enter into an additional Agreement for this purpose.
2. If a fixed price has been agreed for the work, Made Blue shall inform the Ambassador of any additional costs or financial consequences of the extra work.
3. If a fixed price has been agreed for certain work, and the execution of that work leads to additional work that reasonably cannot be assumed to be included in the fixed price, or if the price needs to be increased due to incorrect information provided by the Ambassador that is relevant for pricing (unless Made Blue should have discovered the inaccuracy before setting the price), Made Blue is entitled, after consultation with the Ambassador, to charge these costs to the Ambassador. If the Ambassador, or an authorized representative of the Ambassador, is not present at the location, Made Blue is entitled either to suspend its work or to perform the work it deems professionally necessary, with all costs and risks borne by the Ambassador.
4. In the event of hidden defects or unforeseen circumstances, Made Blue is entitled to charge extra costs if these circumstances result in additional work.
5. Price changes resulting from modifications to the Agreement, or due to laws and regulations, shall be reimbursed by the Ambassador.

#### **Article 17 – Repairs and Maintenance**

1. If the Ambassador has opted for a maintenance contract in the Agreement, Made Blue shall perform maintenance and/or repairs. The scope of the maintenance obligation extends only to what has been explicitly agreed upon by the parties. Made Blue shall inform the Ambassador of any circumstances that may affect the execution or availability of the maintenance.
2. The Ambassador is obliged to report any defects, errors, or other malfunctions to Made Blue in writing, after which Made Blue shall, in accordance with its usual procedures, remedy the defects as soon as possible and to the best of its ability and/or implement improvements. If necessary, Made Blue is entitled to first implement temporary solutions, after which a structural solution can be devised and executed in consultation with the Ambassador.
3. The Ambassador is obliged to provide its cooperation to Made Blue upon first request.

#### **Article 18 – Completion of Installation**

1. If the commencement, progress, or delivery of the work is delayed because, for example, the Ambassador has not provided all requested information in time, has not provided sufficient cooperation, the (down) payment has not been received by Made Blue on time, or other circumstances beyond Made Blue's control (borne by the Ambassador) occur, Made Blue is entitled to a reasonable extension of the delivery period. All agreed delivery periods are never strict deadlines.
2. All damage and additional costs resulting from a delay caused by a reason mentioned in paragraph 1 shall be borne by the Ambassador and may be charged to the Ambassador by Made Blue.
3. Made Blue shall make every effort to complete the Work within the agreed period, insofar as this can reasonably be expected of it.
4. References to working days shall mean all (workable) calendar days excluding recognized national holidays and weekends.
5. The Ambassador has independent responsibility for the management, use, and maintenance of the goods created and/or delivered by Made Blue.
6. If Made Blue has indicated that the work is ready for delivery and the Ambassador does not approve and accept the work within a reasonable period (conditionally or unconditionally), or takes it into use or allows it to be used, the Ambassador shall be deemed to have tacitly accepted the work. Minor defects that can

be remedied during the maintenance period shall not constitute a reason to refuse acceptance if they do not prevent use. After acceptance, the work is considered delivered.

7. After delivery, the work is at the risk of the Ambassador. Accordingly, the Ambassador remains liable for the price, regardless of loss or deterioration of the work due to causes not attributable to Made Blue.
8. Made Blue is not liable for defects that the Ambassador should reasonably have discovered at the time of delivery, except in cases of intent or deliberate recklessness by Made Blue.
9. Made Blue is entitled to deliver and/or perform the work in parts, whereby each partial delivery and/or partial performance may be invoiced separately.

#### **Article 19 – Prices**

1. The prices stated in the Offer are exclusive of VAT. Shipping, any transport and packaging costs, and administrative fees are not included in the price, unless otherwise agreed.
2. If, after the conclusion of the Agreement but before the agreed delivery or completion date, the prices of auxiliary materials, raw materials, components, wages, or other price-determining factors change, Made Blue is entitled to adjust the offer price accordingly, provided that at least three months have passed since the conclusion of the Agreement. The preceding provision does not affect Made Blue's right to pass on price increases due to laws and regulations at any time and to increase the offer price accordingly.
3. Price increases resulting from additions and/or changes to the Agreement shall be borne by the Ambassador.
4. Made Blue shall provide the Ambassador with a detailed invoice regarding the Agreement following the placed order or submitted request.
5. Made Blue is entitled to increase prices annually as a result of inflation.

#### **Article 20 – Payment and Collection Policy**

1. Payment for Products and Work must be made in advance, unless otherwise agreed.
2. Billing for the Donation is initially done quarterly, unless otherwise agreed.
3. The Ambassador cannot derive any rights or expectations from a previously issued estimate, unless the parties have explicitly agreed otherwise.
4. The Ambassador shall pay these costs in full to the bank account and details provided by Made Blue. Except in special circumstances, the Ambassador may only make payment arrangements based on credit with explicit written permission from Made Blue.
5. If agreed, an advance payment must be made before Made Blue commences its services.
6. In the event of liquidation, bankruptcy, seizure, or suspension of payment by the Ambassador, Made Blue's claims against the Ambassador shall become immediately due and payable.
7. Made Blue has the right to apply payments made by the Ambassador first against costs, then against accrued interest, and finally against the principal and ongoing interest. Made Blue may, without being in default, refuse a payment offer if the Ambassador designates a different order for allocation. Made Blue may refuse full repayment of the principal if the accrued and ongoing interest, as well as costs, are not also paid.
8. If the Ambassador fails to meet their payment obligation and does not fulfill it within the specified payment period of no more than 30 days, the Ambassador shall be in default.
9. From the date the Ambassador is in default, Made Blue shall, without further notice of default, charge statutory (commercial) interest from the first day of default until full payment, as well as compensation for extrajudicial collection costs in accordance with Article 6:96 of the Dutch Civil Code, calculated according to the schedule in the decision on compensation for extrajudicial collection costs dated 1 July 2012.
10. If Made Blue has incurred additional or higher costs that were reasonably necessary, these costs are also eligible for reimbursement. Judicial and enforcement costs incurred are also the responsibility of the Ambassador.

#### **Article 21 – Retention of Title**

1. All Products delivered by Made Blue remain the property of Made Blue until the Ambassador has fulfilled all obligations under all Agreements concluded with Made Blue.
2. The Ambassador is not entitled to pledge or otherwise encumber Products subject to retention of title.



3. If third parties seize the Products delivered under retention of title or seek to assert rights thereto, the Ambassador is obliged to notify Made Blue as soon as reasonably possible.
4. The Ambassador undertakes to insure and keep insured the Products delivered under retention of title against fire, explosion, water damage, and theft, and to make the insurance policy available for inspection at Made Blue's first request.
5. In the event that Made Blue wishes to exercise its ownership rights under this article, the Ambassador hereby gives unconditional and irrevocable permission to Made Blue or any third parties appointed by Made Blue to enter all locations where Made Blue's property is located and to reclaim the goods.
6. Made Blue is entitled to retain the Products purchased by the Ambassador if the Ambassador has not yet fully met its payment obligations, despite any obligation to transfer or deliver the Products. Once the Ambassador has fulfilled its obligations, Made Blue shall deliver the purchased Products as soon as possible, but no later than 20 working days.
7. Costs and other (consequential) damages resulting from retaining the purchased Products shall be borne by the Ambassador and reimbursed to Made Blue upon first request.

#### **Article 22 – Warranty**

1. Made Blue guarantees that the Products comply with the Agreement, the specifications stated in the Offer, usability and/or quality, and applicable laws/regulations at the time of the conclusion of the Agreement. This also applies if the goods to be delivered are intended for use abroad, provided that the Ambassador explicitly notified Made Blue of this intended use in writing at the time of entering into the Agreement.
2. Any warranty must be explicitly agreed upon in writing. Product warranties never extend beyond what is provided by the manufacturer or what has been explicitly agreed. In case of conflict, the warranty provided by the manufacturer prevails. Made Blue is only responsible for ensuring the characteristics of the product that the Ambassador could reasonably expect to be present.
3. Made Blue performs the work in accordance with the industry standards. If any warranty is given, it is limited to what has been explicitly and in writing agreed upon and only insofar as the warranty is provided by the suppliers. During the warranty period, Made Blue guarantees proper and customary quality of the delivered or installed goods.
4. The Ambassador can only invoke the warranty provided by Made Blue if the Ambassador has fully met its payment obligations.
5. If the Ambassador rightfully invokes an agreed warranty, Made Blue is obliged to perform free repair or replacement of the delivered goods. In addition, any additional damage shall be addressed according to the applicable liability provisions of these general terms and conditions.
6. The warranty lapses if:
  - (i) the warranty period has expired or the warranty obligation has ended;
  - (ii) the Ambassador is in default towards Made Blue;
  - (iii) the Ambassador has carried out repair, assembly, and/or maintenance work themselves, or had it carried out by third parties who are not Made Blue-recognized installers;
  - (iv) exposure to abnormal conditions or use in violation of the instructions for use;
  - (v) above-average wear or wear due to exceptional use.

#### **Article 23 – Suspension and Termination**

1. Made Blue is entitled to suspend the fulfillment of obligations or terminate the Agreement if the Ambassador does not fulfill or fully fulfill the (payment) obligations under the Agreement.
2. Furthermore, Made Blue is entitled to terminate any existing Agreement(s) with the Ambassador, to the extent that they have not yet been performed, without judicial intervention, if the Ambassador fails to properly or timely fulfill obligations arising from any Agreement with Made Blue, as well as in the event of the Ambassador's bankruptcy, suspension of payments, or the cessation or liquidation of their Company.
3. Made Blue is also entitled to terminate the Agreement without prior notice of default if circumstances arise that make the performance of the Agreement impossible, or if, according to standards of reasonableness and fairness, performance can no longer be demanded, or if other circumstances arise such that maintaining the Agreement unchanged cannot reasonably be expected.

4. If the Agreement is terminated, Made Blue's claims against the Ambassador shall become immediately due and payable. If Made Blue suspends the fulfillment of obligations, it retains its rights under law and the Agreement.
5. Made Blue always reserves the right to claim compensation for damages.

#### **Article 24 – Limitation of Liability**

6. If the execution of the Agreement by Made Blue results in liability of Made Blue towards the Ambassador or third parties, that liability is limited to the costs charged by Made Blue in connection with the Agreement, up to a maximum of one time the order value. In any case, the liability is limited to the amount payable by the insurance company per event per year.
7. Made Blue is not liable for consequential damage, indirect damage (such as water damage to floors), loss of profit and/or incurred losses, missed savings, delay damages, including damage resulting from the rejection of a batch by the NVWA, the supplier, or Made Blue, and damage arising from the use of the delivered Products is excluded.
8. Made Blue is not liable if the Ambassador has not taken, or has not timely taken, adequate (follow-up) measures from the moment the Ambassador received a notification from Made Blue that a particular batch was rejected by the NVWA, the supplier, or Made Blue.
9. Made Blue is not liable for damage resulting from or related to any act or omission based on (incomplete and/or incorrect) information on the Website(s) or linked Websites.
10. Made Blue is not responsible for errors and/or irregularities in the functionality of the Website and is not liable for disruptions or unavailability of the Website for any reason.
11. Made Blue does not guarantee the correct and complete transmission of content in emails sent by or on behalf of Made Blue, nor the timely receipt of such emails.
12. Made Blue expressly disclaims all liabilities and claims from Ambassadors and third parties who suffer (bodily) harm from the use of the Products. The Products offered by Made Blue must only be used in accordance with the usage instructions. In case of doubt, the Ambassador and/or user must contact Made Blue.
13. All claims by the Ambassador due to shortcomings on the part of Made Blue will lapse if they are not reported to Made Blue in writing and substantiated within 30 days after the Ambassador became aware or reasonably could have become aware of the facts on which the claims are based.

#### **Article 25 – Product Usage Instructions**

1. The Ambassador of Products must follow the instructions and guidelines provided by Made Blue.
2. Made Blue expressly disclaims all liabilities and claims from the Ambassador and/or third parties who suffer (bodily) harm from the use of the Products. The Products must only be used in accordance with the provided usage instructions.
3. The Ambassador shall not make any modifications to the Products without the prior written consent of Made Blue.

#### **Article 26 – Limitation of Liability Regarding Installation Work**

1. If, after completion, the work shows defects for which Made Blue is liable, Made Blue must be given the opportunity to remedy the defects within a reasonable period, without prejudice to liability for damage resulting from defective delivery, unless the repair costs are disproportionate to the Ambassador's interest in repair rather than compensation. Made Blue is not liable for any consequential damage, including business damage, loss of profit, incurred losses, missed savings, damage due to leakage, and/or damage from operational downtime.
2. In the case of measurements, Made Blue is not liable for consequential damage, including ordering incorrect materials, material defects, or errors in measurements.
3. If the (consequences of) improper execution of the work are due to defects or unsuitability of items provided by the Ambassador, the consequences are at the Ambassador's expense, unless Made Blue has breached its duty to warn or otherwise failed in expertise or due care regarding these defects. Made Blue is also not liable for the premature use of part or all of the work by the Ambassador.

4. The Ambassador is liable for damage to the work resulting from work or deliveries performed by itself or by third parties engaged by it. Damage resulting from the use of materials prescribed by the Ambassador and/or the implementation of a design provided by the Ambassador is entirely at the Ambassador's expense and risk.
5. The Ambassador is also liable for loss and/or theft of and/or damage to items, tools, materials, and other equipment used or stored by Made Blue during the execution of the Agreement at the Ambassador's site, including damage caused by defects or malfunctions at the work location.
6. If, after the conclusion of the Agreement, it becomes apparent that the site or work is contaminated (e.g., asbestos) or contaminated materials arise from the work, the Ambassador is liable for all resulting consequences for the execution of the work.
7. Made Blue is not liable for damage resulting from any act or omission based on (incomplete and/or incorrect) information on the website or linked websites.
8. Made Blue does not guarantee the correct and complete transmission of content in emails sent by or on behalf of Made Blue, nor timely receipt thereof.
9. All claims by the Ambassador due to shortcomings on the part of Made Blue lapse if they are not reported in writing and substantiated within one year after the Ambassador became aware, or reasonably could have become aware, of the facts on which the claims are based. Made Blue's liability expires one year after the termination of the agreement between the parties.

#### **Article 27 – Transfer of Risk**

1. The risk of loss or damage to the Products that are the subject of the Agreement passes to the Ambassador the moment the items leave Made Blue's warehouse. The risk also passes to the Ambassador if the items are brought into the possession of the Ambassador and/or third parties.

#### **Article 28 – Force Majeure**

1. Made Blue is not liable if, due to a force majeure situation, it cannot fulfill its obligations under the Agreement, nor can it be held to fulfill any obligation if prevented by circumstances beyond its control and not attributable to its fault, and which under law, legal acts, or generally accepted practices do not fall under its responsibility.
2. Force majeure includes, but is not limited to, what is understood under law and jurisprudence: (i) force majeure of Made Blue's suppliers, (ii) failure of suppliers to fulfill obligations prescribed or recommended by the Ambassador, (iii) defects in goods, equipment, software, or materials from third parties, (iv) government measures, (v) power outages, (vi) internet, data network, or telecommunications failures (e.g., due to cybercrime or hacking), (vii) natural disasters, (viii) war and terrorist attacks, (ix) general transport problems, (x) strikes at Made Blue, and (xi) other circumstances beyond Made Blue's control that temporarily or permanently prevent fulfillment of its obligations.
3. Made Blue has the right to invoke force majeure if the circumstance preventing (further) performance occurs after Made Blue should have fulfilled its obligation.
4. During the period of force majeure, the parties may suspend their obligations under the Agreement. If this period lasts longer than two months, either party has the right to terminate the Agreement without obligation to compensate the other party.
5. For the portion of obligations Made Blue has already partially fulfilled or will fulfill at the time force majeure occurs, and to which independent value is attached, Made Blue has the right to invoice this portion separately. The Ambassador is obliged to pay this invoice as if it were a separate Agreement.

#### **Article 29 – Intellectual Property Rights**

1. All IP rights and copyrights of Made Blue are exclusively owned by Made Blue and are not transferred to the Ambassador unless otherwise agreed.
2. The Ambassador is prohibited from disclosing, reproducing, modifying, or making available to third parties any materials subject to Made Blue's IP rights and copyrights without the express prior written consent of Made Blue. If the Ambassador wishes to make modifications to goods delivered by Made Blue, Made Blue must explicitly approve the intended changes.
3. The Ambassador is prohibited from using Products subject to Made Blue's intellectual property rights in any manner other than as agreed in the Agreement.

### **Article 30 – Confidentiality**

1. Made Blue and the Ambassador undertake to maintain confidentiality regarding all confidential information obtained in the context of an assignment. Confidentiality arises from the assignment or information that can reasonably be expected to be confidential.
2. If Made Blue is required by law or a court ruling to disclose confidential information to a legally authorized third party and cannot invoke a privilege, Made Blue is not liable for any damages, and the Ambassador is not entitled to terminate the Agreement.
3. Made Blue and the Ambassador shall impose the confidentiality obligation on any third parties they engage.

### **Article 31 – Privacy, Data Processing, and Security**

1. Made Blue handles the (personal) data of the Ambassador and Users of the Website(s) carefully and will use such data only in accordance with the privacy statement. Upon request, Made Blue will inform the data subject accordingly. Questions regarding data processing or requests for additional information may be submitted in writing to Made Blue.
2. If Made Blue is required under the Agreement to provide data security, this security shall meet the agreed specifications and a security level that, considering the state of technology, sensitivity of the data, and associated costs, is not unreasonable.

### **Article 32 – Complaints**

1. If the Ambassador is not satisfied with the service or Products of Made Blue, or otherwise has complaints regarding the purchase agreement, the Ambassador must report such complaints as soon as possible, but no later than 10 days after the event giving rise to the complaint. Complaints can be submitted in writing with the subject "complaint."
2. The complaint must be sufficiently substantiated and/or explained by the Ambassador for Made Blue to process it.
3. Made Blue will respond substantively to the complaint as soon as possible, but no later than 21 working days after receipt.
4. Both parties shall endeavor to reach a resolution jointly.

### **Article 33 – Applicable Law**

1. Dutch law applies to every Agreement between Made Blue and the Ambassador. The applicability of the (CISG) Vienna Sales Convention is explicitly excluded.
2. In the event of interpreting the content and scope of these general terms and conditions, the Dutch text shall always prevail. Made Blue has the right to unilaterally amend these general terms and conditions.
3. All disputes arising from or related to the Agreement between Made Blue and the Ambassador shall be resolved by the competent court of Midden-Nederland, unless mandatory law dictates jurisdiction of another court.

Leusden, 19 August 2025