

Corronation B.V.

Tjariet 3
9909 BZ | Spijk
The Netherlands

T +31 (0)8504 882 96
www.corronation.com
info@corronation.com

IBAN: NL74 ABNA 0890 0057 53
BTW: 862171465B01

General Terms and Conditions Subscription

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1. Identity of the seller

Corronation BV, trading under the name: Corronation

Registered address: Tjariet 3, 9909BZ Spijk

Accessibility: Telephone number: +31 8504 882 96

Email address: info@corronation.com

Chamber of Commerce number: 81654138

VAT identification number: NL862171465B01

2. Definitions

1. "Corronation": the legal person Corronation as described in Article 1. 2.
2. "Customer": any natural person or legal person acting in the course of his/her/ its professional or business activities who/that is or comes to be in a contractual relationship of any nature whatsoever with Corronation.
3. "Products": the goods and licences offered for sale by Corronation.
4. "Services": the services offered by Corronation.
5. "The Website(s)": the website(s) and/or trade names (together or separately), which are managed by Corronation and are registered with the Chamber of Commerce.
6. "Day": calendar day.

3. Applicability

1. These General Terms and Conditions (“General Terms and Conditions”) apply exclusively to and form an integral part of every offer of Corronation and every agreement concluded between Corronation and the Customer.
2. In addition to the General Terms and Conditions, Supplementary Terms and Conditions may, if expressly indicated, apply to certain Products and Services. Should one or more provisions of the Supplementary Terms and Conditions be in conflict with these General Terms and Conditions, the provisions of the Supplementary Terms and Conditions shall apply in principle, unless otherwise stipulated.
3. One or more provisions of the General Terms and Conditions may only be derogated from if this is expressly agreed in writing by both parties. In that case, the other provisions of these Terms and Conditions shall remain in full force.
4. General Terms and Conditions used by the Customer do not apply unless expressly agreed to in writing by Corronation.
5. Corronation reserves the right to amend and/or supplement the General Terms and Conditions at any time. Corronation shall inform the Customer within a reasonable time about the amended General Terms and Conditions. The amended General Terms and Conditions are binding as of the declared effective date. 6. By using the Corronation websites, placing an order and/or making a purchase, the Customer accepts the General Terms and Conditions as well as all other rights and obligations as stated on the Website. 7. These General Terms and Conditions expressly do not apply to proposals to and agreements with natural persons not acting in the course of their professional or business activities

4. Quotations and proposals

1. All quotations and proposals from Corronation are without obligation, unless a period for acceptance has been set out in the quotation. A quotation or proposal expires automatically if the Product or Service to which the quotation or proposal relates is no longer available. A quotation also expires if it has not been accepted within the period of validity, as indicated in the quotation, by means of a written agreement by the Customer.
2. A quotation or proposal is a one-time offer, from which that no rights can be derived for future agreements.
3. Quotations or proposals, or a part thereof, do not bind Corronation if there is an obvious mistake or error.
4. The prices stated in a quotation or proposal exclude VAT and other government levies and any costs to be incurred within the framework of the agreement, including travel, accommodation, shipping and administration costs, unless otherwise indicated.
5. If the acceptance differs from the offer included in the quotation or proposal, Corronation is not bound by this. The agreement shall not be concluded in accordance with this different acceptance, unless Corronation indicates otherwise.
6. A combined price quote does not oblige Corronation to perform part of the assignment for the corresponding part of the stated price.
7. Agreements are only concluded by means of a written confirmation or a complete transaction by the Customer.
8. The photos and images with any descriptions that Corronation uses or makes available correspond broadly to the Products and Services offered. Corronation cannot be held liable if an image or characteristic differs (somewhat) from the actual Product or Service.
9. An order shall not be processed until full payment has been made or all the information needed to verify the Customer's creditworthiness has been received. If, based on this check, Corronation has good grounds for not entering into the agreement, Corronation is entitled to refuse an order or request. 58.
10. Products specifically purchased for an order or product quantities cannot be returned if the parties have agreed that the right to return is expressly excluded.
11. Corronation reserves the right to refuse assignments and orders without giving reasons.

5. Delivery: deadlines, execution and change

1. Corronation or a third party engaged by it shall take the greatest possible care when receiving and executing orders and delivering Products and when assessing requests for the provision of Services.
2. The request shall be processed within 1 working day after Corronation has received full payment or has accepted a delivery on account.
3. The shipping address indicated when placing the order shall serve as the place of delivery.
4. Corronation shall execute orders that are in stock with due speed after receipt of the order. If the delivery is delayed due to (possibly temporary) lack of stock or for other reasons, or if an order cannot be carried out or can only be carried out partially, the Customer shall be informed of this as soon as possible. In that case, the Customer is entitled to cancel the order at no extra cost, unless expressly agreed otherwise by the parties.
5. All times (including delivery times) stated by Corronation in the agreement are determined to the best of its knowledge, are approximate, are subject to change and are not final. Simply exceeding these times shall not result in Corronation's failure or any liability to the Customer and shall not entitle the Customer to terminate the agreement. If there is a risk of these times being exceeded, Corronation shall communicate this as soon as possible. In this case, the deadline shall be extended in consultation with the Customer.
6. If, at the Customer's request, delivery is made in a manner other than the usual manner, any associated costs shall be charged to the Customer, unless the parties have expressly agreed otherwise.
7. For shipments to other countries, delivery is made in consultation and on an ex works basis.
8. Goods are unloaded at the Customer's expense and risk, unless the parties have expressly agreed otherwise.
9. Corronation is entitled to deliver services and/or goods in parts (partial deliveries).
10. The Customer acknowledges that Corronation depends on the Customer's cooperation for the delivery of Products and Services. The Customer must, among other things, ensure that the place where the Products are to be delivered is free and easily accessible and that, if necessary, the Products can be stored at the Customer's risk.
11. The Customer's obligation to pay an invoice may not be suspended due to any discrepancies in delivery, quantities or specifications.

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12. If the Customer refuses the Products or Services or fails to make the necessary arrangements for their delivery, Corronation shall be entitled to terminate the agreement by operation of law and with immediate effect and dispose of the Products as it sees fit. Any damage and/or costs incurred as a result of such refusal or failure (including but not limited to transport costs and/or storage costs as of the planned date of delivery) shall be recovered from the Customer.

6. Contract duration, suspension, dissolution and termination (including interim) of the agreement

1. Without prejudice to its other rights, Corronation is entitled to suspend performance of its obligations and/or to dissolve the agreement with immediate effect without any obligation to pay any damages or compensation to the Customer if:
 1. the Customer fails to fulfil the obligations arising from the agreement, or fails to do so in full or on time and, if recoverable, the Customer has not fulfilled his/her/its obligations within a reasonable period of time;
 2. after concluding the agreement, Corronation learns of circumstances that give it good reason to fear that the Customer shall not fulfil his/her/its obligations;
 3. when concluding the agreement, the Customer is asked to provide security for the fulfilment of his/her/its obligations under the agreement and such security is not forthcoming or is insufficient;
 4. a delay on the part of the Customer makes it impossible to expect Corronation to perform the agreement under the conditions originally agreed upon.
2. Furthermore, Corronation is authorised to dissolve the agreement with immediate effect if circumstances arise that make fulfilling the agreement impossible or if other circumstances arise that are of such a nature that Corronation cannot reasonably be expected to maintain the agreement unaltered.
3. If the agreement is dissolved, Corronation's claims against the Customer are immediately due and payable. If Corronation suspends fulfilment of its obligations, it shall retain its claims under the law and the agreement.
4. If the agreement qualifies as an open-ended agreement, both Corronation and the Customer can (possibly partially) terminate the agreement subject to a notice period of thirty (30) days, unless the parties have expressly agreed otherwise. Fixed-term agreements can only be terminated prematurely by Corronation subject to a notice period of fourteen (14) days. 62.
5. If Corronation terminates the agreement prematurely, Corronation shall, in consultation with the Customer, arrange for the transfer of work still to be carried out to third parties unless the termination is attributable to the Customer. If the transfer of work entails additional costs for Corronation, these shall be charged to the Customer. The Customer is required to pay these costs within the aforementioned time limit, unless Corronation indicates otherwise.
6. In the event of liquidation, of suspension of payments or bankruptcy or application for such, of attachment - if and insofar as the attachment has not been lifted within three months - at the expense of the Customer, debt rescheduling or any other circumstance that prevents the Customer from freely disposing of his/her/its assets, Corronation shall be free to terminate

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the agreement at once and with immediate effect or to cancel the order or agreement, without any obligation on its part to pay any damages or compensation. In that case, Corronation's claims against the Customer are immediately due and payable.

7. If the Customer cancels all or part of an order placed, the Products ordered or prepared for it, increased by any supply and delivery costs and the working time reserved for the execution of the agreement, shall be charged in full to the Customer, unless a situation as described in Article 5.4 has occurred

7. Payment and collection costs

1. Payment must be made within the payment period specified by Corronation and in the currency invoiced. Corronation is entitled to invoice per delivery/order and to change the payment period unilaterally at any time, including setting up payment in advance.
2. If the Customer fails to pay an invoice on time, the Customer is in default by operation of law. The Customer shall then owe interest of 8% per annum, unless the statutory commercial interest is higher, in which case the statutory commercial interest shall be due. Interest on the amount due shall be calculated from the time the Customer is in default until the moment the full amount due is paid. The amount of the unpaid invoices shall also be increased, by operation of law and without notice of default, by a fixed fee of 15% of the unpaid amount, with a minimum of €50.00 per unpaid invoice, without prejudice to Corronation's right to claim compensation for the actual loss and costs incurred.
3. Corronation reserves the right to offset any amount owed to the Customer at any time against any amount owed by the Customer to Corronation under any agreement with the Customer, without prejudice to all other rights available to Corronation. The Customer is never entitled to offset any amount owed by it to Corronation.
4. Objections to the amount of an invoice do not suspend the payment obligation. A Customer who/that is not entitled to invoke Section 6.5.3 (Articles 231 to 247 of Book 6 of the Civil Code) is also not entitled to suspend payment of an invoice for any other reason.
5. If the Customer is in default or breach of contract with regard to the (timely) fulfilment of his/her/its obligations, all costs incurred to obtain payment of the principal sum and interest out of court shall be borne by the Customer, as well as all legal costs, including the costs charged by external experts and lawyers.
6. With the prior approval of Corronation, the Customer can order on account via the Website or by email.
7. Corronation can at any time - within legal limits - determine whether the Customer can meet his/her/its payment obligations, as well as all facts and factors relevant to a thorough assessment of the Customer's creditworthiness. Based on this outcome, Corronation can impose additional conditions on the Customer such as providing security, including bank and/or other guarantees. 64.
8. The Customer must inform Corronation in good time of any material change in the Chamber of Commerce/group structure/financial position that can have a substantial influence on Corronation's decision to supply on account.
9. Corronation reserves the right to change or withdraw credits and post-payment on account at any time without giving reasons.

8. Retention of title

1. All Products supplied by Corronation within the framework of the agreement shall remain the property of Corronation, unless the nature of the Product dictates otherwise, until the Customer has properly fulfilled all obligations under the agreement(s) concluded with Corronation, including full payment of the purchase price, any surcharges, interest, taxes, costs and damages due under these Terms and Conditions or the agreement.
2. Products delivered by Corronation that are subject to retention of title pursuant to paragraph 1 may not be resold and may never be used as a means of payment. The Customer is not authorised to pledge or in any other way encumber the Products falling under the retention of title or to use them as security.
3. The Customer must always do everything that may reasonably be expected of it to safeguard Corronation's property rights. This means, among other things, that the Customer shall store the Products delivered under retention of title in such a way that the Products are clearly recognisable as the property of Corronation and shall not remove, damage or obscure any identifying marks on the Products or their packaging.
4. If third parties seize the Products delivered under retention of title or wish to establish or assert rights to them or if liquidation, suspension of payments or bankruptcy or application for such or any other circumstance occurs that prevents the Customer from freely disposing of his/her/its assets, the Customer is obliged to inform Corronation immediately. In such cases, as well as when the Customer fails to fulfil his/her/its payment obligations towards Corronation or when Corronation has good reason to fear that he/she/it shall fail to fulfil these obligations, the Customer is obliged to return the goods still owned by Corronation to Corronation at his/her/its own expense.
5. The Customer undertakes to insure the Products delivered under retention of title and to keep them insured against fire, explosion and water damage as well as against theft and to make this insurance policy available for inspection by Corronation on first request. Corronation is entitled to any money paid out by the insurance company. To the extent necessary, the Customer undertakes in advance to cooperate with Corronation in everything that might be necessary or desirable in this context.
6. In the event that Corronation wishes to exercise its property rights indicated in this article, the Customer grants Corronation and third parties designated by Corronation advance, unconditional and irrevocable permission to enter all places where Corronation's property is located and to repossess the Products.

9. Guarantees, examination and period of complaint

1. The Products to be delivered by Corronation meet the usual requirements and standards that can reasonably be set at the time of delivery and for which they are intended during normal use. The guarantee referred to in this article applies to Products intended for use within the Netherlands. If used outside the Netherlands, the Customer must personally verify that the Products are suitable for use there and meet the conditions that are set. In that case, Cool Blue can impose other guarantee and other conditions concerning the Products to be delivered or work to be carried out.
2. The guarantee referred to in this article shall be equal to the manufacturer's guarantee on the Product, unless the nature of the Product supplied dictates otherwise or the parties have agreed otherwise.
3. All forms of guarantee shall lapse if a defect is the result of or arises from injudicious or improper use or use after the expiry date, incorrect storage or maintenance by the Customer and/or third parties when, without written permission from Corronation, the Customer or third parties have made or attempted to make changes to the Product, if other items were attached to it that should not have been attached or if these were processed or modified in a manner other than that prescribed. The Customer is also not entitled to a guarantee if the defect is caused by or is the result of circumstances beyond Corronation's control, including but not limited to weather conditions (such as, for example, but not limited to, extreme rainfall or temperatures), etc.
4. The Customer is obliged to examine the delivered goods (or have them examined) immediately at the moment the Products are made available to him/her/it or when the relevant work has been carried out. The Customer is also obliged to examine whether the quality and/or quantity of the delivered goods corresponds to what has been agreed and meets the requirements agreed by the parties in this regard.
5. Any visible defects must be reported in writing to Corronation within 5 working days of delivery, unless the parties have expressly agreed otherwise. Any non-visible defects must be reported to Corronation in writing immediately, but no later than 5 working days after their discovery, on pain of forfeiting the right to make these complaints known. The report must contain as detailed a description of the defect as possible, so that Corronation is able to respond adequately. The Customer must give Corronation the opportunity to investigate a complaint (or have it investigated).
6. If the Customer reports a defect on time, this shall not suspend his/her/its payment obligation. In that case, the Customer also remains obliged to take delivery of and pay for the ordered Products. If the Customer does not make a report or does not make a report on time within the meaning of this article, the Products shall be deemed to have been accepted by the Customer.

7. If a defect is reported later, the Customer shall no longer be entitled to repair, replacement or compensation.
8. If it is established that a Product is defective and the Customer reported this on time, Corronation shall, within a reasonable period of time after receiving the Product back, or, if returning the Product is not reasonably possible, written notification of the defect by the Customer, either replace or repair the defective Product or pay the Customer a replacement fee if replacement and repair are both not possible. In case of replacement, the Customer is obliged to return the Product to Corronation and transfer ownership thereof to Corronation, unless Corronation indicates otherwise.
9. If it is established that a complaint is unfounded, the costs incurred by Corronation, including investigation costs, shall be borne in full by the Customer.
10. After the guarantee period has expired, all costs for repair or replacement, including administration, dispatch and call-out charges, shall be charged to the Customer.
11. Materials manufactured or ordered specifically for the Customer shall never be taken back.
12. Corronation reserves the right, in the event of damage caused by the Customer to returned items with hidden or visible defects, to charge any costs or not to take them back. No changes whatsoever may have been made to or written on the delivery item and the delivery item must be in an undamaged condition; all documentation, guarantee certificates and packaging materials must be included in the return shipment in their original condition (i.e. not written on). When visible defects have been identified and reported in accordance with paragraphs 4 and 5, the return shipment must be in the possession of Corronation at the latest 14 days after the Customer has received the Products. All Products with seal or blister packaging must be unopened or returned. Opened seal or blister packs shall be taken back if it concerns a defect in the contents that is not visible before opening.
13. The applicability of the provisions of Book 7 of the Civil Code is expressly excluded

10. Liability

1. In the event of a failure by Corronation to comply with the agreement, Corronation's liability shall be limited to the provisions of this clause.
2. Corronation is not liable for damages of any kind arising because Corronation relied on incorrect and/or incomplete information provided by or on behalf of the Customer.
3. Corronation's total liability is in all cases limited to a maximum of the invoice value of the part of the order to which the liability relates.
4. In any event, Corronation's liability is always limited to the amount paid by the insurer in the case in question.
5. Corronation is exclusively liable for direct damage.
6. Direct damage is understood to mean only the reasonable costs of determining the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these Terms and Conditions, any reasonable costs incurred to have Corronation's faulty performance fulfil the agreement, insofar as these can be attributed to Corronation, and reasonable costs incurred to prevent or limit the damage, insofar as the Customer demonstrates that these costs resulted in limiting the direct damage as referred to in these General Terms and Conditions.
7. Corronation shall never be liable for any indirect damages, including incidental, special or consequential damages caused by the Customer regardless of whether these claims are based on breach of contract, tort or any other grounds, including but not limited to lost profits, loss of goodwill, reputation, trade or contracts, missed savings and damages due to business interruption.
8. Corronation shall at all times exclude liability for damage for which the Customer is already insured.
9. The limitation or exclusion of Corronation's liability as set out in this article shall not apply if the damage is the result of intent, gross negligence or deliberate recklessness on the part of Corronation.

11. Transfer of risk

1. All risks of any kind shall be borne by the Customer from the time of delivery of the Products and Services to the specified delivery address.
2. If delivery of the Products or Services cannot take place due to any cause attributable to the Customer, the risk shall pass to the Customer on the scheduled date of delivery as notified to the Customer.

12. Force majeure

1. In the event of force majeure, Corronation is not obliged to fulfil its obligations towards the Customer. Corronation is entitled to suspend its obligations for the duration of the force majeure.
2. Force majeure is understood to mean any circumstance independent of the will of Corronation and/or unforeseeable circumstance that prevents Corronation from fulfilling its obligations towards the Customer in whole or in part. Such circumstances include strikes, staff illness, fire, flooding, water damage, wars and uprisings, epidemics or pandemics, export and/or import restrictions, business interruptions, energy failures, failures in a (telecommunications or other) network or connection or communication systems used and/or the unavailability of the Website at any time, non-delivery or late delivery by suppliers or other third parties engaged and the absence of any government-issued licence.

13. Intellectual property

1. The Customer expressly acknowledges that all intellectual property rights to information, communications or other expressions displayed relating to the Products, Services and/or the Websites are vested in Corronation, its suppliers or other rightful claimants.
2. Intellectual property rights are understood to mean patent, copyright, trademark, design rights and/or other rights (including intellectual property rights), including technical and/or commercial know-how, methods and concepts, whether patentable or not.
3. The Customer is prohibited from making use of and/or making changes to the intellectual property rights as described in this article, such as reproduction without the express prior written consent of Corronation, its suppliers or other rightful claimants.

14. Confidentiality

1. The parties shall not in any way whatsoever disclose any information that comes to their knowledge within the framework of the agreement and the confidential nature of which they know or could reasonably suspect, unless one of the exceptions referred to in this article applies or the party disclosing the information has given its prior written consent. This confidentiality obligation shall continue to exist for a period of two years after the agreement has expired.
2. A party is not obliged to maintain confidentiality with regard to information that:
 - a. the receiving party independently possessed or developed before the supplying party provided it, unless the receiving party could reasonably have known that such information would be considered confidential; or
 - b. is publicly known at the time of disclosure or has become publicly available without violation of the confidentiality obligation; or
 - c. the receiving party lawfully obtains or has lawfully obtained from a third party on a non-confidential basis, without such third party being in breach of any contractual or legal obligation of confidentiality; or
 - d. must be disclosed because of any applicable legal requirement or requested by a competent court or any competent governmental, regulatory, legal or self-regulatory body.
3. Neither party shall issue press releases or make any public announcements concerning the agreement and cooperation between the parties without the prior written consent of the other party, unless disclosure is required by applicable laws and regulations.

15. Applicable law and competent court

1. All offers and agreements are governed exclusively by Dutch law.
2. The applicability of the Vienna Sales Convention is expressly excluded.
3. All disputes related to or arising from proposals made by Corronation or agreements entered into with it shall be submitted to the competent court in the place where Corronation has its registered office unless a mandatory provision of the law explicitly designates another court as competent.

16. Divisibilityt

1. If any provision of these Terms and Conditions should be unlawful, void or for any other reason unenforceable, that particular provision shall be severed from these Terms and Conditions. The validity and enforceability of the other provisions shall remain in full force in such a case. The parties shall make every effort to replace any invalid provision by valid and enforceable provisions that shall achieve to the greatest possible extent the same effect as would have been achieved by applying the invalid provision.

17. Transfer

1. The Customer cannot transfer his/her/its rights and obligations under the agreement and these General Terms and Conditions to third parties unless Corronation has given its prior written consent.
2. Corronation can transfer all rights and obligations under the agreement and these General Terms and Conditions to a third party with prior notice to the Customer.

18. Waiver

1. Failure by Corronation to exercise its rights or delay in exercising its rights under the agreement shall never be interpreted as a waiver thereof.