

General Terms and Conditions Stationery Team International B.V.

The private company with limited liability Stationery Team International B.V. Is registered with the Chamber of Commerce under number 28081156 and holds its registered office at the Saturnusstraat 60, Unit 23, in (2516 AH) The Hague.

Article 1 Definitions

1. The following terms are used in the following meaning in these general terms and conditions, unless expressly indicated otherwise:
2. Offer: each and every (written) proposals to the Buyer for the delivery of Products by Stationery Team with which these terms and conditions form an inextricable part.
3. Buyer: the natural or legal person acting in the course of a profession or business who concludes a (distance) Agreement with the Seller.
4. Agreement: The (distance) sale and purchase agreement that extends to the sale and delivery of Products that were purchased by the Buyer from Stationery Team.
5. Products: The Products that are offered by Stationery Team are non-food products and accessories, including but not limited to writing supplies and school products.
6. Stationery Team: The private company with limited liability Stationery Team B.V., which offers the Products to the Buyer at a price to be determined by the same.

Article 2 Applicability

1. These general terms and conditions are applicable to each and every Offer of Stationery Team and each and every Agreement by and between Stationery Team and a Buyer and to each and every Product that is offered by Stationery Team.
2. Before an (distance) Agreement is concluded, these general terms and conditions shall be made available to the Buyer. If this is reasonably not possible then Stationery Team shall indicate to the Buyer how the Buyer can inspect the general terms and conditions, which are in any case posted on the website of Stationery Team, in order that the Buyer can easily store these general terms and conditions on a sustainable data carrier.
3. In exceptional situations it is possible to deviate from these general terms and conditions if this is expressly stipulated in writing with Stationery Team.
4. These general terms and conditions are also applicable to additional, changed and subsequent agreements with the Buyer. Potential general and/or purchasing terms and conditions of the Buyer are expressly rejected.
5. If one or more provisions of these general terms and conditions were or are invalid or annulled, either in whole or in part, then the remaining provisions of these general terms and conditions shall remain in full force and effect and the invalid / annulled provision(s) shall be replaced by a provision with the same scope as the original provision.
6. Obscurities about the content, interpretation or situations that are not regulated in these general terms and conditions must be assessed and interpreted in the spirit of these general terms and conditions.

7. If these general terms and conditions refer to she / her then this must also be understood as a reference to he / him / his, if and where applicable.

Article 3 The Offer

1. Any and all proposals by Stationery Team are subject to contract, unless expressly indicated otherwise in writing. If the Offer is limited or valid under specific conditions, then this is expressly mentioned in the Offer. There is only question of an Offer if it was established in writing.
2. The Offer made by Stationery Team is subject to contract. Stationery Team shall only be bound by an Offer if the acceptance of the same by the Buyer is confirmed in writing within 30 days or because the Buyer has already paid the payable amount. Nonetheless, Stationery Team shall be entitled to reject an Agreement with a potential Buyer on grounds that are well-founded to Stationery Team.
3. The Offer contains an accurate description of the offered Product with the thereto-pertaining prices. The description is of such detail that the Buyer is able to make a proper assessment of the Offer. Apparent mistakes or errors in the Offer shall not have binding effect on Stationery Team. Potential images and specific data in the Offer only provide an indication and cannot give cause to compensation or the rescission of the (distance) Agreement. Stationery Team cannot guarantee that the colours in the image correspond exactly with the actual colours of the Product.
4. Delivery Times and Time Limits mentioned in the Offer of Stationery Team are only indicative and do, in case of an overstepping, not entitle the Buyer to rescission or compensation, unless expressly stipulated otherwise.
5. A composite quotation shall not compel Stationery Team to deliver a part of the goods included in the proposal or Offer at a part of the quoted price.
6. If and to the extent that there is question of a proposal this is not automatically applicable to follow-up orders. Proposals are only valid as long as stocks last, and according to the sold-is-sold principle.

Article 4 Conclusion of the Agreement

1. The Agreement is concluded at the moment that the Buyer accepts an Offer of Stationery Team by means of a written confirmation, at least via email.
2. An Offer can be made by Stationery Team via email or via the website.
3. If the Buyer accepts the Offer by concluding an Agreement with Stationery Team then Stationery Team shall confirm the Agreement with the Buyer in writing, at least by email.
4. If the acceptance differs (on subordinate points) from the Offer then Stationery Team shall not be bound by this.
5. Stationery Team shall not be bound by an Offer if the Buyer could reasonably have expected or should have understood that the Offer contains a manifest mistake or typographical error. The Buyer cannot derive any rights from the said mistake or error.
6. The right of withdrawal is excluded for the Buyer.

Article 5 Implementation of the Agreement

1. Stationery Team shall implement the Agreement to the best of its insight and ability.
2. If and to the extent that this is required for a proper implementation of the Agreement, Stationery Team shall be entitled to, at its own discretion, have certain activities performed by third parties.
3. The Buyer ensures that any and all data, of which Stationery Team indicates that they are required or of which the Buyer should reasonably understand that they are required for the implementation of the Agreement, are made available to Stationery Team in a timely fashion. If the data required for the implementation of the Agreement were not made available to Stationery Team in a timely fashion then Stationery Team shall be entitled to suspend the implementation of the Agreement.
4. Upon the implementation of the Agreement Stationery Team shall not be held to follow the instructions of the Buyer if the content or scope of the Agreement is consequently changed. If the instructions result in contract extras for Stationery Team then the Buyer shall be held to accordingly pay the additional costs.
5. Stationery Team can, before proceeding with the implementation of the Agreement, require security or full payment in advance from the Buyer.
6. Stationery Team shall not be liable for damages, of any nature whatsoever, that are the result of the fact that Stationery Team departed from incorrect and/or incomplete data made available by the Buyer, unless the said incorrectness or incompleteness was known to Stationery Team.
7. The Buyer indemnifies Stationery Team against potential claims of third parties who incur damages in connection with the implementation of the Agreement and that can be attributed to the Buyer.

Article 6 Delivery

1. If the start, progress or delivery (completion) of the Agreement is delayed due to the fact that, for instance, the Buyer did not make all requested information available or not in a timely fashion, lends insufficient cooperation, the payment (in advance) was not received by Stationery Team in a timely fashion or if due to other circumstances, beyond the control of Stationery Team, a delay arises then Stationery Team shall be entitled to a reasonable extension of the delivery (completion) period. None of the stipulated delivery (completion) periods are fatal deadlines. The Buyer must give Stationery Team written notice of default and give it a reasonable period to yet deliver (complete). The Buyer is, due to the arisen delay, not entitled to any compensation.
2. The Buyer is held to take delivery of the goods at the moment that they are made available to the same according to the Agreement, also if they are offered to the same earlier or later than stipulated.
3. If the Buyer refuses to take delivery or is negligent in providing information or instructions that are required for the delivery then Stationery Team shall be entitled to store the goods at the risk and expense of the Buyer.
4. If the Products are delivered by Stationery Team or by an external carrier then Stationery Team shall, unless stipulated otherwise in writing, be entitled to charge potential delivery costs. They shall, as the occasion arises, be invoiced, unless expressly stipulated otherwise.
5. If Stationery Team required data from the Buyer in the context of the implementation of the Agreement then the delivery

period only takes effect after the Buyer has made any and all data required for the implementation available to Stationery Team.

6. If Stationery Team specified a delivery period then it is indicative. Longer delivery periods are applicable to deliveries outside the Netherlands.
7. Stationery Team is entitled to deliver the goods in instalments, unless the Agreement deviates from this or no independent value can be attributed to the partial delivery. Stationery Team is entitled to invoice the delivery thus made separately.
8. Deliveries are only carried out if any and all invoices were paid, unless expressly stipulated otherwise. Stationery Team reserves the right to refuse the delivery in case of well-founded fear of non-payment.
9. Any and all deliveries are carried out with a margin of 5% where Stationery Team is entitled to deliver up to and including a difference of 5%, both in surplus and in deficit, without being held to compensate the Buyer for any incurred damages.

Article 7 Packaging and transport

1. Stationery Team commits vis-à-vis the Buyer to package the goods to be delivered properly and to secure them in such manner that they shall, in case of normal use, reach their destination in a good condition.
2. Unless stipulated otherwise in writing, any and all deliveries take place including turnover tax (VAT), including packaging and packaging material.
3. The acceptance of goods without comments or notes on the consignment note or the receipt is qualified as evidence that the packaging was in a good condition at the time of delivery.

Article 8 Inspection, complaints

1. The Buyer is held to inspect (have inspected) the delivered goods at the time of delivery (completion), however in any case within 14 days after receipt of the delivered goods, however only to unpack or use the same to the degree that this is required to be able to assess whether the Buyer wants to retain the Product. In this respect the Buyer must inspect whether the quantity and quality of the delivered goods correspond with the Agreement and the Products comply with the requirements imposed on the same in normal (commercial) transactions.
2. The Buyer is held to inspect and inform itself of the manner that the Product must be used and, in case of personal use, test the Product in conformity with the user instructions. Stationery Team does not accept any liability for the wrong use of the Product by the Buyer.
3. Potential visible defects or shortcoming must be reported to Stationery Team in writing after delivery via info@stationeryteam.com. The Buyer has a period of 14 days after delivery for this. Invisible defects or shortcomings must be reported within 14 days after the discovery, however at the latest within 6 months after delivery. In case of damage to the Product due to inaccurate handling by the Buyer, the Buyer shall be liable for a potential drop in value of the Product.
4. If in pursuance of the previous paragraph a complaint is submitted in a timely fashion then the Buyer remains held to proceed with payment for the purchased goods. If the Buyer wants to return defective goods then this can exclusively take

place with prior written consent of Stationery Team in the manner indicated by Stationery Team.

5. Stationery Team is entitled to start an examination of the authenticity and the condition of the returned Products before repayment shall take place.
6. Repayments to the Buyer are processed as soon as possible, however the payment can take at most 30 days after receipt of the return shipment. Repayment takes place to the previously specified account number.
7. If the Buyer exercises its right to complain then it is not entitled to suspend its payment obligation or to settle outstanding invoices.
8. Failing complete delivery and/or if one or more Products are missing, and this can be blamed on Stationery Team, Stationery Team shall, following a corresponding request of the Buyer, yet send the missing Product(s) or cancel the remaining order. In this respect the confirmation of receipt of the Products is decisive. Damages incurred by the Buyer as a result of the (deviating) scope of the delivery cannot be recovered from Stationery Team.

Article 9 Prices

1. During the validity of the Offer the prices of the offered Products are not increased, barring in case of changes in VAT rates.
2. The prices mentioned in the Offer are inclusive of VAT, unless expressly indicated otherwise.
3. The prices as mentioned in the Offer are based on the cost factors applicable at the time of the conclusion of the Agreement, e.g. the import and export duties, freight and unloading charges, insurance and potential duties and taxes. The prices also depend on the exchange rate of the dollar.
4. If there is question of Products or commodities that are subject to price fluctuations on the financial markets and that are beyond the control of Stationery Team then Stationery Team shall be entitled to offer the said Products on the basis of variable prices. The Offer then indicates that the prices are target prices and may fluctuate.

Article 10 Payment and collection policy

1. Payment must preferably take place in advance in the currency of the invoice via the specified method. For delivery abroad the Buyer must pay in advance.
2. The Buyer cannot derive rights or expectations from a previously provided budget, unless the Parties expressly stipulate otherwise.
3. The Buyer must proceed with payment all in once to the account number and data of Stationery Team communicated to the same. The Parties can only agree on a different payment term after express written consent of Stationery Team.
4. If a periodic payment obligation of the Buyer was stipulated then Stationery Team shall be entitled to adjust the applicable prices and rates in writing, in consideration of a period of 3 months.
5. In case of liquidation, insolvency, attachment or suspension of payment of the Buyer, the claims of Stationery Team vis-à-vis the Buyer immediately fall due.
6. Stationery Team is entitled to first apply the payments made by the Buyer to the costs, then to the accrued interest and finally to the principal sum and the accruing interest. Stationery Team can, without consequently being in default, refuse an

offer for payment if the Buyer designates a different order for the allocation. Stationery Team can refuse complete payment of the principal sum if the accrued and accruing interest as well as the costs are not also paid.

7. If the Buyer does not comply with its payment obligation and did not comply with the payment term of 14 days imposed on the same then the Buyer shall be in default.
8. From the date that the Buyer is in default, Stationery Team shall, without further notice of default, claim the statutory (commercial) interest from the first day of default up to satisfaction in full and compensation for the extrajudicial expenses in conformity with Section 96 of Book 6 of the Dutch Civil Code, to be calculated according to the graduated scale pursuant to the Dutch Extrajudicial Collection Costs (Compensation) Decree of 1 July 2012.
9. If Stationery Team incurred more or higher expenses that were reasonably required then the said expenses qualify for compensation. The incurred judicial and enforcement expenses are also at the expense of the Buyer.

Article 11 Reservation of title

1. Any and all goods delivered by Stationery Team remain the property of Stationery Team until the Buyer has complied with any and all of the following obligations deriving from any and all Agreements concluded with Stationery Team.
2. The Buyer is not authorised to pledge goods that are subject to the reservation of title or otherwise encumber the same, if the title has not transferred yet.
3. If third parties impose an attachment on the goods delivered subject to reservation of title or intend to establish or enforce rights in respect of the same then the Buyer is held to inform Stationery Team accordingly as soon as can reasonably be expected.
4. In the event that Stationery Team intends to exercise its ownership rights as intended in this article, the Buyer hereby already gives unconditional and irrevocable consent and authorisation to Stationery Team or third parties to be designated by the same to enter any and all locations where the properties of Stationery Team are located and also to take back the said goods.
5. Stationery Team is entitled to keep the Product(s) purchased by the Buyer in its possession if the Buyer did not comply (completely) with its payment obligations, despite an obligation to transfer or release of Stationery Team. After the Buyer has yet complied with its obligations Stationery Team shall make an effort to deliver the purchased Products to the Buyer as soon as possible, however at the latest within 20 working days.
6. Costs and other (consequential) damages resulting from the possession of the purchased Products shall be at the risk and expense of the Buyer and shall, on demand, be reimbursed to Stationery Team by the Buyer.

Article 12 Warranty

The duration and the scope of the warranties provided by Stationery Team equal the factory warranty of the manufacturer. Stationery Team warrants that the Products comply with the Agreement, the specifications, usability and/or solidness mentioned in the Offer and the statutory rules / regulations applicable at the time of the conclusion of the Agreement.

Article 13 Suspension and rescission

1. Stationery Team is authorised to suspend compliance with the obligations or to rescind the Agreement if the Buyer does not comply with the (payment) obligations pursuant to the Agreement or not completely.
2. Moreover, Stationery Team is authorised to rescind the Agreement in place between the same and the Buyer, to the extent that it has not been implemented yet, without judicial intervention, if the Buyer does not comply in a timely fashion or not properly with the obligations that derive from an Agreement concluded by the same with Stationery Team.
3. Moreover, Stationery Team is authorised to rescind (have rescinded) the Agreement without prior notice of default if circumstances occur that are of such nature that compliance with the Agreement is impossible or can, according to the principles of reasonableness and fairness, no longer be required or if circumstances otherwise occur that are of such nature that unchanged preservation of the Agreement can reasonably not be expected.
4. If the Agreement is rescinded then the claims of Stationery Team vis-à-vis the Buyer immediately fall due. If Stationery Team suspends compliance with the obligations then it retains its claims by law and pursuant to the Agreement.
5. Stationery Team always reserves the right to claim compensation.

Article 14 Limitation of liability

1. If the implementation of the Agreement by Stationery Team results in liability of Stationery Team vis-à-vis the Buyer or third parties then the said liability shall be limited to the costs charged by Stationery Team in connection with the Agreement, unless the damages are the result of intent or gross negligence. The liability of Stationery Team shall in any case be limited to the maximum claims amount that is paid out by the insurance company per event per year.
2. Stationery Team shall not be liable for consequential damages, indirect damages, lost profit and/or incurred losses, lost savings and damages resulting from the use of the delivered Products.
3. Stationery Team shall not be liable for and/or held to remedy damages resulting from the use of the Product. Stationery Team delivers strict maintenance and user instructions that must be observed by the Buyer. Any and all damages to Products resulting from wear and tear is expressly excluded from liability (including traces of use, user damages, falling damages, light and water damages, theft, loss, etc.). The Buyer is always personally responsible for informing customers, employees and the third parties hired by the same who use, in any way whatsoever, the Products of the manner of use. The Buyer is personally responsible to deliver the maintenance and user instructions delivered by Stationery Team to the final user and/or the final customer. This also applies to the use of the Products abroad.
4. Stationery Team shall not be liable for damages that are or may be the result of any act or omission following (incomplete and/or incorrect) information on the website(s) or linked websites.
5. Stationery Team shall not be responsible for errors and/or irregularities in the functionality of the website and shall not be liable for failures or the unavailability, for any reason whatsoever, of the website.
6. Stationery Team does not warrant a correct and complete transmission of the content of emails sent by / on behalf of Stationery Team or for the timely receipt of the same.
7. Any and all claims of the Buyer on account of a failure on the part of Stationery Team expire if they were not reported to

Stationery Team in writing and in a substantiated manner within a year after the Buyer had become or could reasonably have become known with the facts on which it founds its claims. Any and all claims of the Buyer do, in any case, expire one year after the termination of the Agreement.

Article 15 Indemnification and correctness of information

1. The Buyer is personally responsible for the correctness, reliability and completeness of any and all data, information, documents and/or records, in any form whatsoever, that it makes available to Stationery Team in the context of an Agreement, as also for the data that it obtained from third parties and that were made available to Stationery Team for the benefit of the implementation of the Agreement.
2. The Buyer indemnifies Stationery Team against any and all claims of the Buyer and of third parties hired by or working for the same as also of customers of the Buyer, based on any damages resulting from the use of the Products, as also against damages to the Products resulting from the relevant use.
3. The Buyer indemnifies Stationery Team against any and all claims of third parties that derive from the activities performed for the benefit of the Buyer, also including but not limited to intellectual property rights in respect of data and information supplied by the Buyer that can be used during the implementation of the Agreement and/or acts or omissions of the Buyer vis-à-vis a third party (third parties).
4. If the Buyer makes electronic files, software or data carriers available to Stationery Team then the Buyer guarantees that they are free from viruses and defects.

Article 16 Force majeure

1. Stationery Team shall not be liable when it cannot comply with its obligations pursuant to the Agreement as a result of a situation of force majeure nor can it be held to comply with an obligation if it is prevented from doing so as a result of a circumstance that cannot be blamed on its negligence and should neither be at its expense by law, a legal act or generally accepted practices.
2. Force majeure is, in any case, understood as, but is not limited to what is understood as such by law and case law, (i) force majeure of suppliers of Stationery Team, (ii) not properly complying with obligations by suppliers that were prescribed or recommended to Stationery Team by the Buyer, (iii) defectiveness of goods, equipment, software or materials of third parties, (iv) official measures, (v) power failure, (vi) failure of the internet data network and telecommunications facilities (e.g. due to cyber criminality and hacking), (vii) natural disasters, (viii) war and terrorist attacks, (ix) general transport issues, (x) industrial actions at the company of Stationery Team, and (xi) other situations that are, at the discretion of Stationery Team, beyond its control that hinder, either temporarily or permanently, compliance with its obligations.
3. Stationery Team is entitled to rely on force majeure, if the circumstance that prevents (further) compliance occurs after Stationery Team should already have complied with the obligation.
4. During the period that the force majeure continues, the Parties can suspend the obligations pursuant to the Agreement. If the said period has continued for more than two months then each party shall be entitled to rescind the Agreement, without

obligation to compensate the other party for damages.

5. To the extent that Stationery Team has already partly complied with its obligations pursuant to the Agreement at the time of the occurrence of force majeure, or shall comply with the same, and independent value can be allocated to the complied respectively yet to be complied with part, Stationery Team shall be entitled to invoice the already complied respectively yet to be complied with part separately. The Buyer is held to pay the said invoice as if there were question of a separate Agreement.

Article 17 Transfer of risk

The risk of loss or or damage to the Products that are subject of the Agreement transfers to the Buyer at the moment that the goods leave the warehouse of Stationery Team.

Article 18 Intellectual property rights

1. Any and all intellectual property rights and copyrights of Stationery Team are exclusively vested in Stationery Team and are not transferred to the Buyer.
2. The Buyer is not allowed to disclose and/or reproduce, change or make any and all documents that are subject to the intellectual property rights and copyrights of Stationery Team available to third parties, without express prior written consent of Stationery Team. If the Buyer intends to make changes in the goods delivered by Stationery Team then Stationery Team must expressly give consent to the proposed changes.
3. The Buyer is not allowed to use the Products that are subject to the intellectual property rights of Stationery Team other than stipulated in the Agreement.

Article 19 Privacy, data processing and security

1. Stationery Team handles the (personal) data of the Buyer and visitors of the website(s) diligently. If so requested, the Stationery Team shall inform the data subject accordingly.
2. If Stationery Team must, in pursuance of the Agreement, provide for the security of information then the said security shall comply with the stipulated specifications and a security level that is, having regard to the state of the art, the sensitivity of the data, and the associated costs, not unreasonable.

Article 20 Complaints

1. If the Buyer is not pleased with the Products of Stationery Team and/or has complaints about the (implementation of the) Agreement then the Buyer is held to forthwith, however at the latest within 14 calendar days after the relevant cause that resulted in the complaint, report the said complaints. Complaints can be reported via info@stationeryteam.com with the subject "Complaint".
2. The complaint must be substantiated and/or explained sufficiently by the Buyer for Stationery Team to handle the complaint.
3. Stationery Team shall react substantively to the complaint as soon as possible, however at the latest within 14 calendar days after receipt of the complaint.

4. The Parties shall try to reach an amicable solution.

Article 21 Applicable law

1. Dutch law is applicable to each and every Agreement by and between Stationery Team and the Buyer. The applicability of the Vienna Sales Convention (CISG) is expressly excluded.
2. In case of interpretation or the content and scope of these general terms and conditions, the Dutch text shall always be decisive. Stationery Team is entitled to change these general terms and conditions unilaterally.
3. Any and all disputes, arising or resulting from the Agreement, between Stationery Team and the Buyer are settled by the competent magistrate of the District Court The Hague, unless mandatory statutory provisions give cause to the jurisdiction of another court.

The Hague, 7 January 2020.