

General Terms and Conditions of Sale and Delivery

Le Roux Verpakkingen & Disposables BV
trading as Disposable Discounter / Dunistore.com

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GENERAL CONDITIONS OF SALE AND DELIVERY

GENERAL PART

I General provisions

These general terms and conditions are structured in stages, in the sense that there is first a general section relating to both Business Customers and Consumers, then a section relating only to Business Customers and a section relating only to Consumers. Finally, there follows a section that relates only to orders ordered from a Third Party Seller via the Seller's website. In the event of contradictions between the general provisions and the special provisions for Business Customers or Consumers, the special provisions for Business Customers or Consumers shall prevail over the general provisions.

1. Definitions

Offer(s)	an Offer on the Seller's website to enter into an Agreement to supply a specified quantity of Goods at a specified price;
Bulk order(s)	Orders of 10 or more copies of one type of Goods;
Order(s)	an offer, within the meaning of Section 6:217 of the Civil Code, by Buyer to purchase Goods from Seller at the price and quantity specified in an Offer;
Confirmation	acceptance, within the meaning of Section 6:217 of the Civil Code, of a Buyer's Order on the Seller's website by the Seller;
Consumer	A natural person, not acting in the exercise of a profession or business;
Third-party vendor	A third party offering products through the Seller's website.
Goods	the Goods to be delivered by Seller to or on behalf of Buyer under an Agreement;
Buyer	the Consumer and/or Business Customer;
Delivery	delivery of Goods to Buyer as referred to in Article 5 of the Conditions;
Agreement	any agreement entered into between Seller and Buyer;
Party(ies)	Seller and Buyer or each for themselves;
Vendor	the private limited company Le Roux Verpakkingen & Disposables B.V. (KvK number 50091824) trading under the name Disposable Discounter & Dunistore.com, having its registered office in Assen, user of these Terms and Conditions;
Conditions	these general terms and conditions of sale and delivery of the Seller;

Business customer

Seller's counterparty, acting in the course of a profession or business.

General

- 1.1. These Conditions apply to all Offers and (subsequent) Agreements between Parties and all resulting and/or related agreements and/or legal relationships, unless expressly agreed otherwise in writing between the Parties.
- 1.2. Any deviation(s) from and/or amendments to the provisions of these conditions shall be valid only if agreed between the Parties in writing.
- 1.3. The applicability to any Agreement of general or specific terms applied by Buyer conditions is expressly rejected by Seller. The Buyer's terms and conditions shall only apply if expressly declared applicable by the Seller in writing to any Agreement. Acceptance in this way of the applicability of Buyer's terms and conditions to an Agreement shall under no circumstances imply that those terms and conditions are also tacitly applicable to any Agreement subsequently concluded or to be concluded.
- 1.4. In the event of nullity and/or nullification of one or more provisions of the Terms, that shall not affect the validity and applicability of the other provisions of the Conditions. The parties shall consult to replace any void and/or voided provision(s) of the Conditions by a provision that is valid and/or non-annullable and that corresponds as closely as possible to the purpose and purport of the void and/or voided provision.
- 1.5. If the Terms and Conditions have applied to any Agreement between the Parties, they shall automatically apply to any Agreement concluded thereafter, unless expressly agreed otherwise in writing between the Parties.
- 1.6. To the extent that an Agreement deviates from one or more provisions of the Conditions, the provisions of an Agreement shall prevail. The other provisions of the Conditions shall in that case continue to apply to an Agreement unimpaired.
- 1.7. In case of interpretation of the content and scope of these Conditions and/or translation of these Conditions, the Dutch text thereof shall always prevail.
- 1.8. Seller is authorised to unilaterally amend all provisions of these Terms and Conditions.

2. Information on the website and Offers

- 2.1. The information and/or images of Goods shown on the website are only an indication of the Goods offered by Seller. Goods to be delivered by Seller may differ from information and images shown by Seller. Buyer cannot derive any rights from the information shown on the website.
- 2.2. Offers on the Seller's website are non-binding unless expressly stated otherwise. Obvious mistakes or errors in an Offer shall not bind Seller.

3. Obligations of Buyer

- 3.1. Buyer guarantees that the data provided by him when creating an account on the website of Seller as well as the data provided by Buyer when placing an Order are correct, complete and not misleading.
- 3.2. If the data required for the performance of an Agreement are not provided to the Seller in good time, the provided, the Seller, after giving the Buyer notice of default and a reasonable period of seven (7) days to still provide the required data, shall be entitled to suspend the performance of an Agreement and/or to charge the Buyer for the additional costs resulting from the delay at the then usual rates. Any delivery period shall not commence until after the Buyer has made the data available to the Seller. The Seller shall not be liable for damage, of whatever nature, because the Seller has relied on incorrect and/or incomplete data provided by the Buyer.

4. Offer and Agreement

- 4.1. An Agreement comes into effect after written (digital) Confirmation by Seller and is entered into under the suspensive condition of sufficient available stock of relevant Goods.

5. Price

- 5.1. All prices quoted by Seller are in euros. The price is shown in the case of a Business customer excluding VAT, The price is shown for Consumers including VAT and any other costs.
- 5.2. Exchange rates shown by Seller are only indicative and never binding. All risks with regard to of exchange rate differences and costs resulting from making a payment transaction shall always be borne by the Buyer.
- 5.3. The price shown is exclusive of other costs, surcharges and charges, including transport costs, unless expressly agreed otherwise in writing. Discounts can only be expressly agreed in writing.

6. Payment

- 6.1. Payment is in Euros and must always be made immediately after the Buyer places an Order with Seller. Payment shall be made via one of the payment options offered by the Seller on its website, unless the Parties have expressly agreed otherwise in writing.
- 6.2. Buyer has the duty to immediately report inaccuracies in payment details provided or mentioned to Seller Seller without delay.
- 6.3. Payments made by the Buyer shall first be applied to reduce costs, then to reduce on the interest accrued and shall finally be deducted from the oldest outstanding invoice, even if Buyer states that the payment relates to a later invoice.

7. Retention of title and securities

- 7.1. Seller reserves ownership of all Goods delivered by it to Buyer and to be Goods delivered or to be delivered by Seller to Buyer under any Agreement or work also carried out or to be carried out on Buyer's behalf under any Agreement, as well as in respect of claims for failure to perform any Agreement.
- 7.2. All Goods delivered by Seller to Buyer are delivered subject to a (silent) lien. After expiry of the retention of title, the Buyer acquires ownership of goods subject to an (undisclosed) pledge in favour of the Seller. This pledge serves as additional security for the payment of everything the Seller can claim from the Buyer, for whatever reason.
- 7.3. As long as the ownership of delivered Goods has not been transferred to Buyer, Buyer may not alienate or encumber the Goods other than in the exercise of his/her profession or business.
- 7.4. In the event that the Buyer is in default, the Seller is entitled at any time, without any prior notice, to take back (or have taken back) the Goods delivered by Buyer that have remained unpaid. Buyer undertakes to provide all necessary cooperation to this end, such as, but not limited to, disclosing the location of the Goods and providing access to the Goods.
- 7.5. If third parties seize the Goods delivered under retention of title or rights thereon, the Buyer shall be obliged to inform the Seller thereof as soon as may reasonably be expected.
- 7.6. The Buyer is obliged from the time of Delivery until the time of full payment to keep the delivered Insure goods at his or her expense against the usual risks and keep them insured on normal terms with a reputable insurance company.

8. Suspension and dissolution

- 8.1. If either Party fails to comply with an Agreement, it shall, after being given notice of default and a reasonable period of fourteen (14) days to comply, be in default.
- 8.2. If the Buyer fails to comply with an Agreement, the Buyer shall forfeit to the Seller, without notice of default being required, an immediately payable penalty, which is not subject to mitigation, of 25% of the net invoice value per violation.
- 8.3. Notwithstanding the provisions of Article 6:92(2) of the Civil Code, a penalty forfeited under Article 8.2 shall not affect the Seller's ability to claim damages.
- 8.4. The Seller is entitled to dissolve an Agreement - without judicial intervention - in whole or in part with immediate effect, without prejudice to the Seller's right to claim performance or damages (instead of or in addition to this) and/or to take other legal action, if:
 - (a) Buyer fails to perform an Agreement in any way towards Seller, even after being given a reasonable time by Seller to remedy the failure;
 - (b) after the conclusion of an Agreement Seller learns of circumstances that give good reason to fear that Buyer will not comply and/or will not comply on time, such at Seller's discretion;
 - (c) Buyer is declared bankrupt or its bankruptcy or moratorium is applied for or granted, Business Customer proceeds to liquidate or discontinue its business, Business Customer offers a composition, all or part of Business Customer's assets are attached or Business Customer otherwise appears insolvent;
 - (d) circumstances occur which are of such a nature that performance of an Agreement is impossible or if other circumstances occur which are of such a nature that unaltered maintenance of an Agreement cannot reasonably be required from the Seller.
- 8.5. The Buyer shall only be entitled to dissolve an Agreement in the event of a shortcoming and on condition that the Seller, after a proper and as detailed as possible written notice of default, in which a reasonable period is given to remedy the shortcoming, (still) imputably fails to comply with essential obligations under the relevant Agreement. The reasonable period for performance set by Buyer shall be at least 30 days and shall take into account all circumstances of the concrete case.

9. Intellectual property

- 9.1. All (claims to) existing and future intellectual property rights (in particular but not limited to copyrights, design rights, trademark rights, patent rights, trade name rights, database rights and know how) and the accompanying materials such as designs, sketches, drawings, documentation (if any), as well as preparatory materials thereof of the Seller (or its licensors/suppliers, if any) shall remain vested in the Seller.
- 9.2. If special Goods are produced at Buyer's request, Buyer shall grant Seller a non-exclusive, non-transferable and irrevocable licence to use visual material (including photographs and film material) of all Goods delivered and/or manufactured by it for representation purposes in the broadest sense.
- 9.3. The Buyer is not permitted to make any changes to any design of the Seller, unless from the nature of the delivery follows otherwise or expressly agreed otherwise in writing.
- 9.4. If special packaging intended for Buyer is designed and/or Goods are composed by Seller at Buyer's request, that design and/or that product composition shall remain Seller's property at all times. If Buyer dissolves an Agreement, for any reason

whatsoever, Buyer is obliged to purchase from Seller the special Goods manufactured by Seller, insofar as they are still in stock, at the last price charged.

10. Secrecy

- 10.1. Both Parties are obliged to maintain the confidentiality of all confidential information which they receive in the context of their Agreement from each other or from other sources. Information is considered confidential if it has been communicated by a Party or arises from the nature of the information.
- 10.2. If, on the basis of a statutory provision or a court ruling, Seller is obliged to confidential information to third parties designated by law or by the competent court, and the Seller cannot invoke a legal right to refuse to give evidence or such a right recognised or permitted by the competent court, the Seller shall not be obliged to pay any damages or compensation. Nor shall the Buyer in such case be entitled to dissolve an Agreement.

11. Applicable law and disputes

- 11.1. Agreement(s) and any disputes related thereto shall be governed exclusively by the Dutch law applies, to the exclusion of Dutch private international law and the Vienna Sales Convention (CISG).
- 11.2. All disputes arising from an Agreement shall be submitted exclusively to the appropriate competent court in the district of Noord-Nederland, location: Assen.

SPECIAL SECTION

II BUSINESS CUSTOMERS

12. Bulk orders

- 12.1. Seller is entitled to place Bulk Orders or Orders with a value greater than EUR 500,-- excluding VAT and other charges, surcharges even after a Confirmation without giving reasons, without being obliged to pay any compensation or damages.

13. Samples and models

- 13.1. Samples and/or models shown and/or made available by Seller are only presumed to have been made available by way of indication. The Goods to be delivered may differ in colour and pattern from the sample and/or model shown and/or made available, unless the Parties have expressly agreed otherwise in writing.
- 13.2. Business customer must inspect the samples and/or models shown and/or sent to the using currently applicable standards and test methods at Seller's discretion within seven (7) days after Delivery of the samples and/or models, unless the Parties have expressly agreed otherwise in writing.
- 13.3. (machine) models made available to Business Customer must be submitted within fourteen (14) days. returned to Seller after Delivery, unless expressly agreed otherwise in writing. If Business Customer fails to return, Seller may recover the resulting costs from Business Customer.

14. Delivery

- 14.1. Delivery shall be "Ex Works" (EXW) as defined in the latest Incoterms, unless expressly agreed otherwise in writing.
- 14.2. If Seller takes care of transport/shipment of Goods, this shall take place at the expense of and risk of Business Customer. Seller is entitled to charge Business Customer for transport and administration costs, including applicable import duties and other taxes and or levies.
- 14.3. Bulk orders will in principle be delivered to one address. Without prejudice to the foregoing Seller may deliver Bulk Orders to different addresses and in batches.
- 14.4. Seller may deliver Orders in instalments, unless expressly agreed otherwise in writing. Each partial delivery shall be regarded as one separate delivery transaction, with all resulting legal consequences.
- 14.5. If Business Customer fails to comply with any obligation arising from a (previous) (partial) Delivery or Business Customer does not call Orders on call in time, Seller shall be entitled to suspend further Deliveries until Business Customer has fulfilled all its obligations towards Seller.
- 14.6. Seller reserves the right to charge a fee for resending Goods if Business Buyer does not comply with the conditions mentioned in Article 16
- 14.7. Delivery quantities of Personalised Goods produced at the request of Business Customer may deviate by an average percentage of 15%. The Seller shall be entitled not to Deliver Orders until payment of the excess production and the subsequent calculation of shipping and/or freight costs has been received.

15. Terms

- 15.1. The delivery period shall commence only after receipt by the Seller of all documents required for the execution of a Agreement required data, documents, (down)payment and, if agreed, additional securities.
- 15.2. Is there a deadline for the performance of certain work or for the Delivery of Goods?

agreed or specified, then this shall never apply as a deadline. The agreed term is only indicative. If the Seller fails to meet a delivery date, the Business Buyer must first give the Seller notice of default and offer the Seller a reasonable period of at least (fourteen) 14 days to comply before the Seller is in default.

16. Delivery obligations

- 16.1. Business Customer is obliged to Delivery and/or unloading of Goods on the agreed delivery address. If Business Customer fails to do so, the ensuing costs and damage shall be entirely for its account further qualifying as an attributable failure in the performance of an Agreement and Seller shall be entitled to immediately dissolve an Agreement.

17. Force majeure

- 17.1. In these Conditions, force majeure means in any case - therefore not exclusively - in addition to all external causes, foreseen or unforeseen, which the Seller cannot influence or cannot reasonably be expected to influence and which render the Delivery of Goods wholly or partly temporarily or indefinitely impossible, in particular due to, but not limited to: epidemics, pandemics, war, danger of war, riots, storm, flooding, strikes, transport difficulties, fire, government measures, including in any case import and export bans, import quotas and operational and/or machine breakdowns.
- 17.2. In the event of force majeure, the seller is entitled, at its discretion, to suspend the performance of the relevant Agreement, or to dissolve an Agreement in whole or in part (extrajudicially). The Seller shall not be obliged to pay any form of compensation
- 17.3. Buyer is entitled to dissolve an Agreement in case the force majeure situation on the part of Seller exceeds ninety (90) working days and Seller has been unable to fulfil its obligations during the aforementioned period. Seller shall not be liable to pay any damages.

18. Control and advertising

- 18.1. Business Buyer shall immediately upon Delivery at transport damage. Any damage to packaging materials (including the overbox) shall be noted by Business Customer on the consignment note.
- 18.2. Business customer must check the delivered Goods for conformity (including including: correctness, quality, weight/quantity and/or packaging). Business purchaser is obliged to inform Seller in writing of any defects immediately after their discovery, accurately stating the nature and grounds for the complaint.
- 18.3. The complaints referred to in Article 18.2 must be submitted to Seller in writing no later than fourteen (14) days after Delivery. In the absence of timely notification, Goods shall be deemed to have been delivered to Business Customer in accordance with Agreement in good order, complete and without defects and to have been accepted as such by Business Customer. The period referred to in this article is an expiry period.
- 18.4. Slight deviations with regard to the quantities and other data specified (including, but not limited to, numbers, natural colours, lines, bumps, dents and hairline cracks) do not count as defects. Minor deviations in terms of numbers shall mean any deviation of less than 15% of the total quantity specified. In such a case, the Goods shall be deemed to have been delivered properly and in accordance with the Agreement.
- 18.5. In the event of Delivery of Goods not in conformity with an Agreement, Seller shall not be liable to pay any further compensation. or other than to redeliver sound Goods or credit the purchase price, at Seller's discretion.

18.6. Crediting of non-conforming Goods shall take place in Euros. If this involves exchange rate differences and/or costs, these shall be borne by Business Customer.

18.7. If the Goods delivered by Seller are in any way treated or processed, or

completely or partially damaged, packaged or repackaged, or not stored, transported, preserved or processed in accordance with statutory regulations, (storage, transport, processing and other) regulations issued by the Seller or generally applicable practices or standards, or if the Goods delivered are sold to a third party, the Goods will be deemed to have been delivered properly and in accordance with the Agreement.

18.8. Return of Goods can only take place after express written agreed with Seller. The costs of return shall be borne by Business Customer, unless expressly agreed otherwise in writing.

18.9. In case of return of Goods, the following return conditions apply:

- (a) the packaging is unopened (with the exception of the over-box), Goods undamaged and the packaging and Goods are undescribed and free of stickers and/or adhesive tape; and
- (b) the Good to be returned is properly packed (in an over-box) and accompanied by completed complaint/return note; and
- (c) crediting of returns takes place after receipt, checking and approval by Seller and without reimbursement of the shipping costs incurred by Business Customer and without the shipping costs charged by Seller;

18.10. The following Goods cannot be returned under any circumstances:

- (a) Goods ordered and/or produced specifically for Business Customer;
- (b) Goods delivered outside the Netherlands;
- (c) packaging of food-related or hygiene-related Goods of which the packaging has been broken;
- (d) Goods whose seals have been broken; and/or
- (e) Bulk orders or Orders in excess of EUR 500, excluding VAT and other costs, surcharges and levies.

18.11. Seller reserves the right to charge a fee for resending and/or destroying

of Goods if Business Customer fails to comply with the conditions set out in clause 18.9.

18.12. Invoking complaints does not relieve Business Customer of its purchase and/or payment obligations.

19. Settlement and additional security

19.1. Seller may always set off all that it owes to Business Customer against that which Business Purchaser owes to Seller, whether or not due and payable, conditionally or temporarily. 19.2. Business Customer may never set off a claim against Seller against what it, on any account

whatever, owed to Seller. Objections to the amount of an invoice do not suspend the payment obligation.

19.3. Based on its assessment of Business Buyer's creditworthiness, Seller may require additional security at any time. Business Customer shall be obliged at Seller's first request to perform all acts to enable this (mandatory) security to be provided.

20. Late payment

20.1. If Business Customer fails to pay an invoice on time, Business Customer shall be in default by operation of law, without further notice of default being required. Business customer shall then owe statutory commercial interest. The interest on the amount due and payable shall be calculated from the moment Zakelijke afnemer is in default until the moment of payment of the amount due in full. Furthermore, Business Customer shall be liable for full compensation of the extrajudicial and judicial costs, including all full actual costs

charged for (litigation) legal assistance and legal advice, such as full bailiff's and attorney's fees and any costs of other third parties, which are related to the collection of the claim, the amount of which is set at a minimum of 15% of the total outstanding amount (excluding VAT), with a minimum of €350 (in words: three hundred and fifty euros).

21. Proof

- 21.1. Seller administers the rights and obligations it has in an Agreement toward Business Purchaser. Seller's records in relation to Business Buyer shall serve as complete and compelling evidence between the Parties, all subject to proof to the contrary.
- 21.2. Under Seller's retention of title and reserved lien, as referred to in Article 6, the Parties agree that in the event of (improper) mixing - in so far as this cannot be demonstrated otherwise by Seller and/or Business Buyer - Goods present at Business Buyer's premises will be deemed (partly) delivered by Seller and therefore be subject to Seller's retention of title or retained pledge. In doing so, the Parties shall take into account all Goods received by Business Customer over the twelve (12) months preceding Seller's invocation of its retention of title and/or reserved lien. The total amount of Goods received by Business Customer, as referred to in the preceding sentence, shall be allocated pro rata parte over the Goods present at that time. Whereby the pro rata parte portion allegedly delivered by Seller shall be deemed to be under Seller's retention of title or reserved lien.

22. Liability and compensation

- 22.1. Seller is only liable for damage directly resulting from attributable shortcomings and directly related to (the performance of) an Agreement. Seller is not liable for damages caused by or related to:
- (a) improper compliance with statutory regulations and/or storage, transport, processing, use and other regulations issued by Seller;
 - (b) improper compliance with generally applicable customs or standards relating to the Goods;
 - (c) incorrect and/or incomplete data provided by or on behalf of Business Customer;
 - (d) consequential damage;
 - (e) loss of turnover and/or profit;
 - (f) loss of goodwill;
 - (g) lost savings;
 - (h) investments made;
 - (i) business stagnation or standstill and/or costs incurred to prevent, determine or limit this;
 - (j) costs incurred to obtain extrajudicial settlement of indirect damage.
- 22.2. To the extent Seller may be liable, such liability, on any account, limited at all times to a maximum of twice the net invoice value (therefore without VAT and additional costs and/or levies) of the goods delivered or to the amount paid out by the Seller's business liability insurance in the case in question on the basis of a claim report, to be increased by the Seller's deductible.
- 22.3. If the Seller proceeds with suspension or dissolution, it is in no way obliged to compensate for damages and costs incurred in any way.
- 22.4. A series of related damaging events shall be considered for the purposes of this article as one event/claim.

22.5. The limitations and/or exclusions of liability contained in this article also apply to favor of Seller's personnel and auxiliaries engaged by Seller in the performance of an Agreement. This Article is a third-party clause without consideration.

23. Indemnification

23.1. Business Buyer shall indemnify Seller against all claims by third parties, for whatever reason, which in suffer damage in connection with the performance of an Agreement and the cause of which is attributable to parties other than Seller.

23.2. The indemnification contained in Article 23.1 also applies in favor of Seller's personnel and the auxiliary persons engaged by Seller in the performance of an Agreement.

23.3. If Seller is sued by third parties on account of a in article 23.1, then Business purchaser to assist Seller both extra-judicially and judicially and to do forthwith all that may be expected of it in that case. If Business Buyer fails to take adequate measures, Seller shall be entitled, without having to give Business Buyer notice of default, to take such measures itself. All costs and losses incurred on the part of Seller and any third parties as a result shall be for the account and risk of Business Buyer in their entirety.

III CONSUMER CUSTOMERS

24. Delivery

24.1. The place of Delivery shall be the address provided by Consumer to Seller.

25. Late payment

25.1. If Consumer does not timely fulfill his payment obligation(s), Consumer is after he has been informed by

Seller has been notified of the late payment and has been given a period of fourteen (14) to still fulfill his payment obligation(s), after the failure to pay, he shall owe statutory interest on the amount still due. Seller may charge the extrajudicial collection costs incurred by him. These collection costs shall amount to a maximum of: 15% over outstanding amounts up to € 2,500; 10% over the next € 2,500 and 5% over the next € 5,000 with a minimum of € 40. Seller may deviate from said amounts and percentages for the benefit of Consumer.

26. Force majeure

26.1. In these Conditions, force majeure shall in any case mean - therefore not exclusively - in addition to all external causes, foreseen or unforeseen, which are beyond Seller's control and which render the Delivery of Goods wholly or partly temporarily or indefinitely impossible, in particular due to, but not limited to: epidemics, pandemics, war, danger of war, riots, storms, flooding, strikes, transport difficulties, fire, government measures, including in any case import and export bans, import quotas and operational and/or machine breakdowns.

26.2. Seller shall, in the event of force majeure, be entitled, at its option, to suspend performance of relevant Agreement, or to dissolve an Agreement in whole or in part (extrajudicially). The Seller shall not be obliged to pay any form of compensation

26.3. Buyer is entitled to rescind an Agreement in the event that the force majeure situation on the part of Seller exceeds sixty (60) business days and Seller has been unable to fulfill its obligations during the aforementioned period. Seller shall not be liable to pay any damages.

27. Right of Withdrawal

27.1. The Consumer may, insofar as the right of withdrawal is not excluded in article 31.1 of these Conditions a Contract relating to the purchase of a Good during the statutory Reflection Period of fourteen (14) days without giving reasons. Seller may ask the Consumer for the reason for revocation, the latter is not obliged to give its reason(s).

27.2. The Reflection Period referred to in paragraph 1 starts on the day after the Consumer, or a prior by the Consumer designated third party, who is not the carrier, has received the Good, or:

- (a) if Consumer ordered multiple Goods in the same purchase transaction: the day on which Consumer, or a third party designated by it, received the last Good. Seller may, provided it has clearly informed Consumer of this prior to the ordering process, refuse a purchase transaction of multiple Goods with different delivery times;
- (b) if the Delivery of a Good consists of several shipments or parts: the day on which Consumer, or a third party designated by it, has received the last shipment or part.

28. Obligations of Consumer during the reflection period

28.1. During the cooling-off period, Consumer must handle the delivered Goods with care. Consumer unpack the Goods or use Goods only to the extent necessary to determine the nature, characteristics and operation of the Goods. The premise here is that Consumer may only handle and inspect Goods as he would be permitted to do in a retail store.

- 28.2. Consumer shall be liable only for diminution in value of the Goods delivered that results from be of a manner of handling the delivered Goods beyond that permitted in Article 28.1.
- 28.3. Consumer is not liable for diminished value of Goods delivered if Seller gives him failed to provide all legally required information about the right of withdrawal before or when entering into an Agreement.

29. Exercise of the right of withdrawal by Consumer and associated costs

- 29.1. If the Consumer exercises his right of withdrawal, he notifies this within the Reflection Period by using the Model Form or by other unambiguous means to Seller. This Model Form can be found on Seller's website.
- 29.2. As soon as possible, but at the latest within fourteen (14) days from the day following the day referred to in paragraph 1 notification, the Consumer returns the Good, or hands it over to Seller. This is not necessary if Seller has offered to pick up the Good itself. The Consumer has complied with the return period in any case if he returns the Good before the cooling-off period has expired.
- 29.3. The Consumer shall return the Good with all delivered accessories, if reasonably possible in its original condition and packaging, and in accordance with the reasonable and clear instructions provided by Seller.
- 29.4. The risk and burden of proof for the proper and timely exercise of the right of withdrawal lies with the Consumer.

30. Seller's obligation in the event of withdrawal

- 30.1. If Seller enables the notification of withdrawal by the Consumer by electronic means, Seller shall send a confirmation of receipt of this notification without delay upon receipt.
- 30.2. Seller shall reimburse payment(s) from Consumer promptly but within fourteen (14) days following on the day the Consumer notifies Seller of the withdrawal. Unless Seller offers to pick up the Good itself, Seller may delay refunding until Seller has received the Good or until the Consumer proves that he has returned the Good, whichever is earlier.
- 30.3. Seller will use the same means of payment used by the Consumer for reimbursement, unless the Consumer agrees to another method. The refund is made free of charge to the Consumer.

31. Exclusion of right of withdrawal

31.1. The following Goods are excluded from the right of withdrawal:

- (a) sealed Goods which for reasons of health protection or hygiene are not suitable to be returned and/or whose seal has been broken after Delivery
- (b) personalized Goods, which in any case means all Products which have been provided with a specific imprint at the request of Buyer;
- (c) Goods which after Delivery are by their nature irrevocably mixed with other (similar) products.

32. Complaint Resolution

- 32.1. Complaints about the performance of an Agreement must be made within a reasonable time after Consumer has received the defects found, be submitted in full and clearly described by e-mail to Seller
- 32.2. Complaints submitted to Seller shall be processed within a reasonable period of time from the date of

receipt. If a complaint requires a foreseeably longer processing time, Seller will provide notice of receipt and an indication of when Consumer can expect a more detailed response within a reasonable period of thirty (30) days from receipt of the complaint.

- 32.3. In any event, Consumer must give Seller four (4) weeks to resolve the complaint by mutual agreement. consultation to be resolved. After this period, disputes may be submitted to the competent court

33. Other provisions

33.1. Amendments to these Terms will be effective for Consumers only after they have been posted on have been published in an appropriate manner for that purpose, on the understanding that in the event of applicable changes during the term of an offer, the provision most favorable to the Consumer shall prevail.

PORTION SALE THROUGH THIRD-PARTY VENDOR

34. Applicability department

- 34.1. This section applies to the order and purchase of Goods from Third Party Vendors through Seller's Seller's website.
- 34.2. This section applies to both Business Customers and Consumers.

35. Positie Wegwerp Discounter

- 35.1. Buyer acknowledges that the purchase agreement is established between Buyer and the Third-Party Seller who is the Goods through Seller's website and that Seller is not and will not become a party to this agreement.
- 35.2. In case of questions, comments and complaints about the Goods purchased by Buyer from the Third-Party Seller, Buyer should contact the Third-Party Seller directly. Seller is in no way liable for the obligations of the Third Party Seller.
- 35.3. Seller only plays the role of mediator in the relationship between Buyer and Third Party Seller, to establish the purchase agreement between Buyer and Third Party Seller through Seller's website. Seller therefore does not know whether the Third Party Seller will actually and fully perform the purchase agreement. Buyer can therefore not claim fulfillment of the purchase agreement from Seller in case of a purchase agreement concluded with a Third Party Seller.
- 35.4. Seller does not in any way guarantee the accuracy and completeness of the data provided by Third Party Seller on Seller's website, including but not limited to product specifications.
- 35.5. The Third Party Vendor is responsible for the shipment and return process of the Goods that are Buyer ordered through Seller's website.

36. Order and payment

- 36.1. Buyer is the purchase price of the goods purchased from the Third Party Seller through Seller's website owed to Seller and only releases itself from its payment obligation by direct payment to Seller.
- 36.2. Buyer will receive a packing slip from the Third Party Seller.

37. Order and payment

- 37.1. Buyer declares that it is aware and agrees that its name and address, e-mail address and telephone number is provided to the Third-Party Seller to the extent necessary to give effect to the purchase agreement concluded between Buyer and Third-Party Seller.
- 37.2. The Third Party Seller is authorized to use Buyer's data only to the extent that this is necessary in connection with the performance of the purchase agreement.

Webshop-AGB

Vertragsbedingungen im Rahmen von Kaufverträgen die über die Plattform <https://www.disposablecounter.com/de/>

zwischen

der Bunzl Großhandel GmbH, Elbestraße 1-3, 45768 Marl, Tel.: +49 (0) 23 65 – 9538 – 5, eingetragen im Handelsregister des Amtsgerichts Gelsenkirchen unter HRB 8540, vertreten durch Geschäftsführer: Hans Georg Wieskus / Christian Suppert, USt-Identifikations-Nr.: DE 811 116 674 - im Folgenden „Anbieter“ -

und

den in § 1 (2) des Vertrags bezeichneten Kunden - im Folgenden „Kunde“ - geschlossen werden.

§ 1 Geltungsbereich, Begriffsbestimmungen

(1) Für die Geschäftsbeziehung zwischen dem Webshopanbieter (nachfolgend „Anbieter“) und dem Kunden (nachfolgend „Kunde“) gelten ausschließlich die nachfolgenden Allgemeinen Geschäftsbedingungen in ihrer zum Zeitpunkt der Bestellung gültigen Fassung. Abweichende allgemeine Geschäftsbedingungen des Bestellers werden nicht anerkannt, es sei denn, der Anbieter stimmt ihrer Geltung ausdrücklich schriftlich zu.

(2) Der Kunde ist Verbraucher, soweit der Zweck der geordneten Lieferungen und Leistungen nicht überwiegend seiner gewerblichen oder selbständigen beruflichen Tätigkeit zugerechnet werden kann. Dagegen ist Unternehmer jede natürliche oder juristische Person oder rechtsfähige Personengesellschaft, die beim Abschluss des Vertrags in Ausübung ihrer gewerblichen oder selbständigen beruflichen Tätigkeit handelt.

§ 2 Vertragsschluss

(1) Der Kunde kann aus dem Sortiment des Anbieters Produkte, insbesondere Ein- und Mehrwegverpackungen, Hygiene- und Reinigungsartikel und Sicherheitskleidung auswählen und diese über den Button „in den Warenkorb“ in einem so genannten Warenkorb sammeln. Über den Button „zahlungspflichtig bestellen“ gibt er einen verbindlichen Antrag zum Kauf der im Warenkorb befindlichen Waren ab. Vor Abschicken der Bestellung kann der Kunde die Daten jederzeit ändern und einsehen. Der Antrag kann jedoch nur abgegeben und übermittelt werden, wenn der Kunde durch Klicken auf den Button „AGB akzeptieren“ diese Vertragsbedingungen akzeptiert und dadurch in seinen Antrag aufgenommen hat.

(2) Der Anbieter schickt daraufhin dem Kunden eine automatische Auftragsbestätigung per E-Mail zu, in welcher die Bestellung des Kunden nochmals aufgeführt wird und die der Kunde über die Funktion „Drucken“ ausdrucken kann. Diese Auftragsbestätigung dient als Annahmeerklärung durch den Anbieter, wodurch der Vertrag zustande kommt. In dieser E-Mail oder in einer separaten E-Mail, jedoch spätestens bei Lieferung der Ware, wird der Vertragstext (bestehend aus Bestellung, AGB und Auftragsbestätigung) dem Kunden von uns auf einem dauerhaften Datenträger (E-Mail oder Papierausdruck) zugesandt (Vertragsbestätigung). Der Vertragstext wird unter Wahrung des Datenschutzes gespeichert.

(3) Der Vertragsschluss erfolgt in deutscher Sprache.

§ 3 Lieferung, Warenverfügbarkeit

(1) Von uns angegebene Lieferzeiten berechnen sich vom Zeitpunkt unserer Auftragsbestätigung, vorherige Zahlung des Kaufpreises vorausgesetzt (außer beim Rechnungskauf). Sofern für die jeweilige Ware in unserem Online-Shop keine oder keine abweichende Lieferzeit angegeben ist, beträgt sie 1-4 Werktage.

(2) Sind zum Zeitpunkt der Bestellung des Kunden keine Exemplare des von ihm ausgewählten Produkts verfügbar, so teilt der Anbieter dem Kunden dies in der Auftragsbestätigung unverzüglich mit. Ist das Produkt dauerhaft nicht lieferbar, sieht der Anbieter von einer Annahmeerklärung ab. Ein Vertrag kommt in diesem Fall nicht zustande.

(3) Ist das vom Kunden in der Bestellung bezeichnete Produkt nur vorübergehend nicht verfügbar, teilt der Anbieter dem Kunden dies ebenfalls unverzüglich in der Auftragsbestätigung mit.

(4) Es bestehen die folgenden Lieferbeschränkungen: Der Anbieter liefert nur an Kunden, die ihren gewöhnlichen Aufenthalt (Rechnungsadresse) in einem der nachfolgenden Länder haben und im selben Land eine Lieferadresse angeben können: Deutschland.

§ 4 Eigentumsvorbehalt

Bis zur vollständigen Bezahlung verbleiben die gelieferten Waren im Eigentum des Anbieters.

§ 5 Preise und Versandkosten

(1) Alle Preise, die auf der Website des Anbieters angegeben sind, verstehen sich einschließlich der jeweils gültigen gesetzlichen Umsatzsteuer, sofern nicht anders gekennzeichnet.

(2) Die entsprechenden Versandkosten werden dem Kunden im Bestellformular angegeben und sind vom Kunden zu tragen, soweit der Kunde nicht von seinem Widerrufsrecht Gebrauch macht.

(3) Der Versand der Ware erfolgt per Postversand. Das Versandrisiko trägt der Anbieter, wenn der Kunde Verbraucher ist.

(4) Der Kunde hat im Falle eines Widerrufs die unmittelbaren Kosten der Rücksendung zu tragen.

§ 6 Zahlungsmodalitäten

(1) Der Kunde kann die Zahlung per Sofortüberweisung, Kreditkarte, PayPal, Nachnahme oder auf Rechnung vornehmen. Die Zahlung auf Rechnung ist für Neukunden bei der ersten Bestellung nur bis zu einem Warenbestellwert von 100 EUR möglich.

(2) Der Kunde kann die in seinem Nutzerkonto gespeicherte Zahlungsart jederzeit ändern.

(3) Die Zahlung des Kaufpreises ist unmittelbar mit Vertragsschluss fällig. Ist die Fälligkeit der Zahlung nach dem Kalender bestimmt, so kommt der Kunde bereits durch Versäumung des Termins in Verzug. In diesem Fall hat er dem Anbieter für das Jahr Verzugszinsen iHv 5 Prozentpunkten über dem Basiszinssatz zu zahlen.

(4) Die Verpflichtung des Kunden zur Zahlung von Verzugszinsen schließt die Geltendmachung weiterer Verzugsschäden durch den Anbieter nicht aus.

§ 7 Sachmängelgewährleistung, Garantie

(1) Der Anbieter haftet für Sachmängel nach den hierfür geltenden gesetzlichen Vorschriften, insbesondere §§ 434 ff. BGB. Gegenüber Unternehmern beträgt die Gewährleistungsfrist auf vom Anbieter gelieferte Sachen 12 Monate.

(2) Eine zusätzliche Garantie besteht bei den vom Anbieter gelieferten Waren nur, wenn diese ausdrücklich in der Auftragsbestätigung zu dem jeweiligen Artikel abgegeben wurde.

(3) Bei vom Anbieter anerkannten Mängeln steht ihm das Recht zu, Ersatz zu liefern oder den Gegenwert zu vergüten.

§ 8 Haftung

(1) Ansprüche des Kunden auf Schadensersatz sind ausgeschlossen. Hiervon ausgenommen sind Schadensersatzansprüche des Kunden aus der Verletzung des Lebens, des Körpers, der Gesundheit oder aus der Verletzung wesentlicher Vertragspflichten (Kardinalpflichten) sowie die Haftung für sonstige Schäden, die auf einer vorsätzlichen oder grob fahrlässigen Pflichtverletzung des Anbieters, seiner gesetzlichen Vertreter oder Erfüllungsgehilfen beruhen. Wesentliche Vertragspflichten sind solche, deren Erfüllung zur Erreichung des Ziels des Vertrags notwendig ist.

(2) Bei der Verletzung wesentlicher Vertragspflichten haftet der Anbieter nur auf den vertragstypischen, vorhersehbaren Schaden, wenn dieser einfach fahrlässig verursacht wurde, es sei denn, es handelt sich um Schadensersatzansprüche des Kunden aus einer Verletzung des Lebens, des Körpers oder der Gesundheit.

(3) Die Einschränkungen der Abs. 1 und 2 gelten auch zugunsten der gesetzlichen Vertreter und Erfüllungsgehilfen des Anbieters, wenn Ansprüche direkt gegen diese geltend gemacht werden.

(4) Die sich aus Abs. 1 und 2 ergebenden Haftungsbeschränkungen gelten nicht, soweit der Anbieter den Mangel arglistig verschwiegen oder eine Garantie für die Beschaffenheit der Sache übernommen hat. Das gleiche gilt, soweit der Anbieter und der Kunde eine Vereinbarung über die Beschaffenheit der Sache getroffen haben. Die Vorschriften des Produkthaftungsgesetzes bleiben unberührt.

§ 9 Widerrufsbelehrung

(1) Verbraucher haben bei Abschluss eines Fernabsatzgeschäfts ein gesetzliches Widerrufsrecht, über das der Anbieter nach Maßgabe des gesetzlichen Musters nachfolgend informiert. Die Ausnahmen vom Widerrufsrecht sind in Absatz (2) geregelt. In Absatz (3) findet sich ein Muster-Widerrufsformular.

Widerrufsbelehrung

Widerrufsrecht

Sie haben das Recht, binnen vierzehn Tagen ohne Angaben von Gründen diesen Vertrag zu widerrufen.

Die Widerrufsfrist beträgt vierzehn Tage ab dem Tag, an dem Sie oder ein von Ihnen benannter Dritter, der nicht Beförderer ist, die Waren in Besitz genommen haben bzw. hat.

Um Ihr Widerrufsrecht auszuüben, müssen Sie uns (*Hier sind die folgenden Informationen einzufügen: Name, Anschrift und, soweit verfügbar, Telefonnummer (neu), Telefaxnummer und E-Mailadresse*) mittels einer eindeutigen Erklärung (zB ein mit der Post versandter Brief, Telefax oder E-Mail) über Ihren Entschluss, diesen Vertrag zu widerrufen, informieren. Sie können dafür das beigefügte Muster-Widerrufsformular verwenden, das jedoch nicht vorgeschrieben ist.

Zur Wahrung der Widerrufsfrist reicht es aus, dass Sie die Mitteilung über die Ausübung des Widerrufsrechts vor Ablauf der Widerrufsfrist absenden.

Folgen des Widerrufs

Wenn Sie diesen Vertrag widerrufen, haben wir Ihnen alle Zahlungen, die wir von Ihnen erhalten haben, einschließlich der Lieferkosten (mit Ausnahme der zusätzlichen Kosten, die sich daraus ergeben, dass Sie eine andere Art der Lieferung als die von uns angebotene, günstige Standardlieferung gewählt haben), unverzüglich und spätestens binnen vierzehn Tagen ab dem Tag zurückzuzahlen, an dem die Mitteilung über Ihren Widerruf dieses Vertrages bei uns eingegangen ist. Für diese Rückzahlung verwenden wir dasselbe Zahlungsmittel, das Sie bei der ursprünglichen Transaktion eingesetzt haben, es sei denn, mit Ihnen wurde ausdrücklich etwas anderes vereinbart; in keinem Fall werden Ihnen wegen dieser Rückzahlung Entgelte berechnet.

Wir können die Rückzahlung verweigern, bis wir die Ware wieder zurückerhalten haben oder bis Sie den Nachweis erbracht haben, dass Sie die Waren zurückgesandt haben, je nachdem, welches der frühere Zeitpunkt ist.

Sie haben die Waren unverzüglich und in jedem Fall spätestens binnen vierzehn Tagen ab dem Tag, an dem Sie uns über den Widerruf dieses Vertrages unterrichten, an uns zurückzusenden oder zu übergeben. Die Frist ist gewahrt, wenn Sie die Waren vor Ablauf der Frist von vierzehn Tagen absenden.

Sie tragen die unmittelbaren Kosten der Rücksendung der Waren.

Sie müssen für einen etwaigen Wertverlust der Waren nur aufkommen, wenn dieser Wertverlust auf einen zur Prüfung der Beschaffenheit, Eigenschaften und Funktionsweise der Waren nicht notwendigen Umgang mit ihnen zurückzuführen ist.

(2) Das Widerrufsrecht besteht nicht bei Verträgen zur Lieferung von Ton- oder Videoaufnahmen oder Computersoftware in einer versiegelten Packung, wenn die Versiegelung nach der Lieferung entfernt wurde.

(3) Über das Muster-Widerrufsformular informiert der Anbieter nach der gesetzlichen Regelung wie folgt:

Muster-Widerrufsformular

(Wenn Sie den Vertrag widerrufen wollen, dann füllen Sie bitte dieses Formular aus und senden Sie es zurück.)

— An [hier ist der Name, die Anschrift und gegebenenfalls die Faxnummer und E-Mail-Adresse des Unternehmers durch den Unternehmer einzufügen]:

— Hiermit widerrufe(n) ich/wir (*) den von mir/uns (*) abgeschlossenen Vertrag über den Kauf der folgenden Waren (*)/ die Erbringung der folgenden Dienstleistung (*)

— Bestellt am (*)/erhalten am (*)

— Name des/der Verbraucher(s)

— Anschrift des/der Verbraucher(s)

— Unterschrift des/der Verbraucher(s) (nur bei Mitteilung auf Papier)

— Datum

(*) Unzutreffendes streichen

§ 10 Druckaufträge, Gewerbliche Schutzrechte

(1) Für vom Kunden in den ihm übersandten Korrekturabzügen übersehene Druckfehler haftet der Anbieter nicht. Verbindlich sind nur die vom Anbieter schriftlich bestätigten Texte oder Satzänderungen. Kosten für nachträgliche Änderungen, farbliche Abzüge, Abdrucke, Entwürfe, Zeichnungen und Klischees können vom Anbieter besonders berechnet werden. Bei ungenauen Angaben handelt der Anbieter nach bestem Ermessen.

(2) Für vom Anbieter bereitgestellte Formen, Zeichnungen, Lithos, Druckplatten, Muster, Abbildungen, technische Unterlagen, Kostenvoranschläge oder Angebote behält sich der Anbieter das Eigentum und alle gewerblichen Schutz- und Urheberrechte vor. Der Kunde darf sie nur in der vereinbarten Weise nutzen.

(3) Sofern der Anbieter Erzeugnisse nach vom Kunden überlassenen Zeichnungen, Modellen und Mustern liefert, haftet er dem Anbieter dafür, dass durch ihre Herstellung und Lieferung gewerbliche Schutzrechte und sonstige Rechte Dritter nicht verletzt werden, und ersetzt ihm alle aus solchen Rechtsverletzungen resultierenden Schäden.

(4) Die vom Anbieter oder in seinem Auftrag angefertigten Entwürfe und Klischees bleiben sein bzw. Eigentum seines Auftragnehmers, auch wenn dem Käufer Herstellungskosten hierfür in Rechnung gestellt werden. Abweichende Vereinbarungen müssen schriftlich erfolgen.

(5) Verzichtet der Kunde nach der Herstellung von Entwürfen oder sonstigen vorbereitenden Gegenständen auf die weitere Durchführung des Auftrages, so werden ihm vorbehaltlich weiterer Ansprüche des Anbieters, die Kosten der Entwürfe usw. gesondert berechnet.

§ 11 Schlussbestimmungen

(1) Auf Verträge zwischen dem Anbieter und den Kunden findet das Recht der Bundesrepublik Deutschland unter Ausschluss des UN-Kaufrechts Anwendung. Die gesetzlichen Vorschriften zur Beschränkung der Rechtswahl und zur Anwendbarkeit zwingender Vorschriften insbes. des Staates, in dem der Kunde als Verbraucher seinen gewöhnlichen Aufenthalt hat, bleiben unberührt.

(2) Sofern es sich beim Kunden um einen Kaufmann, eine juristische Person des öffentlichen Rechts oder um ein öffentlich-rechtliches Sondervermögen handelt, ist Gerichtsstand für alle Streitigkeiten aus Vertragsverhältnissen zwischen dem Kunden und dem Anbieter der Sitz des Anbieters.

(3) Die Europäische Kommission stellt unter <http://ec.europa.eu/consumers/odr/21> eine Plattform zur Online-Streitbeilegung (OS) bereit. **Unsere E-Mail-Adresse lautet: disposablecounter@bunzl.de**

(4) Zur Teilnahme an einem Streitbeilegungsverfahren nach dem Verbraucherstreitbeilegungsgesetz (VSBG) sind wir nicht verpflichtet und nicht bereit.

(5) Der Vertrag bleibt auch bei rechtlicher Unwirksamkeit einzelner Punkte in seinen übrigen Teilen verbindlich. Anstelle der unwirksamen Punkte treten, soweit vorhanden, die gesetzlichen Vorschriften. Soweit dies für eine Vertragspartei eine unzumutbare Härte darstellen würde, wird der Vertrag jedoch im Ganzen unwirksam.