

ADDENDUM CONDITIONS OF USE PROFESSIONAL SALES VIA BOL.COM

PARTIES:

1. Bol.com B.V., with registered offices at Papendorpseweg 100, 3528 BJ in Utrecht, hereinafter referred to as '**bol.com**', duly represented in this matter by its Chief eCommerce Officer, Mr. O. Hundman;

and

2. [.....], with registered offices at [.....], hereinafter referred to as '**Professional Seller**', hereby legally represented by its [.....], [Mr./Ms.] [.....];

Hereinafter referred to separately as 'Party' and collectively as 'Parties'.

WHEREAS:

- Parties have concluded an agreement regarding the sale of Articles by Professional Seller through the Platform, known as "Conditions of Use Professional Sales via bol.com (<https://www.bol.com/nl/m/overeenkomst-verkoper-zakelijk>) (hereinafter: the "Agreement");
- Bol.com normally only accepts third party sellers onto her Platform that are established in the Netherlands and Belgium but is currently testing the admittance of third party sellers from other EU-countries;
- Parties wish to make alternative arrangements with regard to certain conditions of the Agreement and lay down these arrangements in this addendum (hereinafter: the "Addendum");

AGREE AS FOLLOWS:

Article 1 Deviations from the Agreement

- 1.1 Parties agree that the definition of Professional Seller as laid down in article 1 of the Agreement shall be amended as follows: "*Professional Seller: each and every legal entity who is registered with the Chamber of Commerce (or equivalent) in the European Union (EU) and who disposes of a VAT number, created a Sales Account, accepted these Conditions of Use and was accepted as a seller by bol.com.*"
- 1.2 Parties agree that the obligation as laid down in article 2.3 sub a of the Agreement shall be amended as follows: "*a. dispose of a registration with the Chamber of Commerce (or equivalent) in a country of the EU;*".
- 1.3 Parties agree that the obligation as laid down in article 2.3 sub b of the Agreement shall be amended as follows: "*b. dispose of a EU VAT number;*".
- 1.4 Parties agree that the obligation as laid down in article 2.3 sub g of the Agreement shall be amended as follows: "*g. dispose of an EU SEPA current account;*".
- 1.5 Parties agree that the obligation as laid down in article 2.3 sub h of the Agreement shall be amended as follows: "*h. dispose of a postal address in the EU;*".
- 1.6 Parties agree that article 5.6 shall be amended as follows: "*The so-called 'aftersales', including but not limited to customer service, warranty and handling of returns, are fully at the risk and expense of the Professional Seller. The Professional Seller guarantees that: i) questions received from Customers shall be answered within twenty-four (24) hours excluding Saturday, Sunday and Holidays and ii) it shall provide the aftersales service in the Dutch language.*"

Article 2 Duration of the Addendum

- 2.1 In addition to article 15 of the Agreement, this Addendum shall enter into force on [.....] and is entered into for an indefinite term. Both Parties will be entitled to terminate this Addendum at any time.
- 2.2 In case the Agreement terminates for whatever cause, this Addendum shall terminate automatically.

Article 3 Changes to the Conditions of Use Professional Sales via bol.com

- 3.1 Several times a year Bol.com makes changes to the Conditions of Use Professional Sales via bol.com. Professional Seller acknowledges and accepts that Professional Seller will be informed about any such changes in the Dutch language via the newsletter which is sent to all Professional Sellers.

Article 4 Miscellaneous

- 4.1 All definitions in this Addendum shall have the meaning given to them in the Agreement unless deviated from in this Addendum.
- 4.2 In the event of a discrepancy between the Agreement in the English language and the Agreement in the Dutch language, the Agreement in the Dutch language will prevail.
- 4.3 The Parties are mutually required to refrain from disclosing confidential business matters, which comes to their knowledge in executing the Addendum. Parties agree not to disclose the contents of the Addendum with any other parties and to also keep the contents otherwise confidential. This obligation shall also bind the Parties after termination of the Addendum.
- 4.4 All provisions of the Agreement and schedules that have not been amended by this Addendum shall continue to apply.
- 4.5 Dutch law will apply to this Addendum. Any disputes arising from or relating to the Addendum shall exclusively be submitted to the District Court of Central Netherlands (Utrecht).

As drawn up and agreed upon:

in Utrecht on in on
 bol.com B.V. Professional Seller

.....
 O. Hundman