Conditions of Use Bol Logistics

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General

Those Professional Sellers designated by bol that have consented to the Professional Sales Conditions of Use via bol may by invitation procure logistical services from bol subject to the Conditions of Use stipulated in these Bol Logistics ('BL' as defined below) Conditions of Use and the attached Annexes.

Article 1 – Definitions

1. **Items:** all of the products in respect of which bol has indicated that they are eligible for BL, of which a BL Seller has supplied stocks to a bol warehouse and which are destined to be supplied to Customers.

2. **Delivery Service:** the bol delivery service, offered by bol in collaboration with a carrier, in which the Items are transported to a bol warehouse designated by bol, from the specified address by or on behalf of the BL Seller.

3. **bol:** the private company with limited liability, bol.com B.V., having its registered office in (3528 BJ) Utrecht at the Papendorpseweg 100. Active in the Netherlands under VAT number NL 82047161 BO1 and registered with the Chamber of Commerce in Utrecht under number 32147382. Active in Belgium under VAT and enterprise number BE0824148721.

4. **bol warehouse:** a logistics centre designated by bol from which the BL services are provided.

5. **Customs obligations**: all obligations laid down in customs legislation relating to the entry of goods into the Union customs territory, their release from customs supervision, or their movement, processing, storage, temporary storage, temporary admission or removal within that customs territory.

6. **EU**: European Union.

7. **User:** each and every visitor of the Platform.

8. **Conditions of Use Professional Sales via bol:** Conditions of Use Professional Sales via bol, including all annexes and the information set out on the Professional Sellers Website.

9. **Conditions of Use BL:** these terms and conditions, including all annexes.

10. **Customer:** any User to the Platform who proceeds to purchase an Item.

11. **BL:** bol logistics, the logistical services provided by bol to Professional Sellers in the Netherlands and Belgium.

12. **BL Label:** a unique identification number referring to the relevant BL Seller, the Item concerned and its condition.

13. **BL Seller:** (i) a Professional Seller (provisionally only admitted by bol for this purpose) that has consented to the Conditions of Use BL and has its logistical services (or part of them) run through bol, as well as (ii) a Non-EU BL Seller.

14. **Non-EU BL Seller**: a Professional Seller established outside the European Union that has consented to the Conditions of Use BL, whose logistical services (in whole or in part) are handled through bol, and that holds a valid VAT identification number issued in its name by the Dutch Tax Authorities.

15. **Platform:** bol.com, m.bol.com, e.bol.com and any other application designated by bol.

16. **Unsaleable Item:** an item that, according to bol, is damaged or defective, irrespective of the manner in which, where and when the Item was damaged or became defective. An Item that is defective is also deemed to include an Item which a Customer has indicated is defective upon its return.

17. **Recall Item**: An Item that is in stock in the bol warehouse and that must be recalled by order of a supervisory authority or relevant economic operator.

18. **Sales Account:** an account opened by a Professional Seller on the Platform.

19. **Stock Ceiling:** the maximum number of Items which a BL Seller is permitted to have in stock in a bol warehouse as determined in the case of each individual BL Seller.

20. **Professional Seller:** each and any natural person or legal entity created a Sales Account, accepted these Conditions of Use and was accepted as a seller by bol.

Article 2 – Conditions of Use governing BL participation

1. Only those Professional Sellers designated and admitted by bol for this purpose may qualify for the use of BL and may register as the BL Seller. In addition Professional Sellers can enroll for BL via the procedure as set out on the Website for Professional Sellers. Bol shall be free to determine which Professional Seller(s) it admits to BL, as well as which product categories

it designates for this purpose and which Items within the relevant product category will be involved. Bol shall not have a duty to account for itself to the BL Seller in this respect.

2. When availing itself of BL, the Professional Seller shall be bound by the provisions of these Conditions of Use BL. The Professional Seller shall also be deemed to be a BL Seller after consenting to the Conditions of Use BL.

3. A BL Seller shall consent to bol engaging other parties for the purposes of providing the BL services, including a logistics service provider or providers and a transporter or transporters.

4. In order to participate in BL, the BL Seller shall be required to maintain stocks of the relevant Items in a bol warehouse in accordance with the provisions of Article 4 of these Conditions of Use BL, and Annex 3 (bol Logistical delivery terms and conditions).

5. A BL Seller shall consent to its Items being dispatched as a recognisable bol package, whose look and feel shall be determined by bol. A BL Seller shall consent to bol inserting advertising materials in a package.

6. All of the annexes appended to the Conditions of Use BL shall constitute an integral part of the latter. In so far as is not stipulated otherwise in these Conditions of Use BL, the latter shall continue to apply in full.

Article 3 – Bol BL services

1. BL shall consist of the following services that are to be provided and which are set out in these Conditions of Use BL, and the service level agreement which has been appended as Annex 2:

- the storage of Items;
- processing inbound and outbound Items;
- management of the stocks of the relevant Items;
- the administration of the stocks of the relevant Items;
- the provision of advice concerning the stocks which are to be maintained by a BL Seller;
- packing Items in a bol package for the purposes of shipment;
- presenting Items to a transporter for the purposes of having them transported to a Customer;
- transporting Items;
- delivering Items to Customers;
- handling any Items that are returned;
- after-sales and customer service.

2. In return for the services mentioned in Article 3.1, a BL Seller shall be required to pay the fee stipulated in Article 9.

Article 4 – Supply terms and conditions

1. Only the Items included on the Professional Sellers Website can be offered by the BL Seller for storage to a bol warehouse.

2. Notice of any Items which a BL Seller wishes to place in stock for the purposes of participating in the BL scheme must be given in advance through the relevant Sales Account in the manner stipulated in Annex 3 (bol Logistical delivery terms and conditions) before those items may actually be delivered to a bol warehouse.

3. Any Items which the BL Seller delivers to a bol warehouse must comply with the requirements and conditions stipulated in Annex 3 and may only be delivered during the periods and subject to the conditions set out in Annex 3.

4. Bol or a bol warehouse may decline any Items which are not delivered in accordance with the terms and conditions set out in Annex 3 and/or are not (or are no longer) part of an appropriate range of products as set out on the Professional Sellers Website. Those Items may be returned to the relevant BL Seller at the latter's expense in accordance with the terms and conditions set out in Annex 3, and bol shall be entitled to charge that BL Seller for the processing costs which bol incurs. Bol is not liable for any damage or costs of any kind whatsoever arising from bringing Items in line with the delivery conditions set out in Appendix 3.

5. Furthermore, bol shall be entitled to destroy any Items four (4) weeks after they have been received where those Items:

a. are not delivered in accordance with the terms and conditions set out in Annex 3;

b. are returned in accordance with Article 4.4 but are not accepted by the second attempt to deliver them.

In the event that such destruction occurs, bol shall not be liable for the compensation of any loss suffered and/or expenses incurred by the relevant BL Seller. The cost of such destruction shall be borne by the relevant BL Seller.

6. In the event that the BL Seller fails to comply with the terms and conditions set out in Annex 3 more than once, bol shall be entitled, in addition to the rights as described in paragraph 4 of this Article to impose a penalty per next violation.

7. The measures available to bol as referred to in this article shall not affect its other rights.

8. Where the BL Seller delivers Items, the relevant waybill shall only be signed to indicate receipt subject to damage and the number of pallets or packages. Signing upon delivery shall not entail acceptance of the quality and number of the Items delivered. After signing occurs to indicate receipt an inspection shall be conducted as part of the inbound process. The number and weight of Items which are recorded in the course of the inbound process shall be decisive for the purposes of determining the number and weight of Items which bol has received from the relevant BL Seller. In the event that any Items are found to have been damaged during such an inspection, bol reserves the right to charge the relevant BL Seller for the costs of any repairs made to such Items.

9. After the BL Seller has delivered the relevant Items to a bol warehouse in accordance with Annex 3 and the bol warehouse has recorded them as stocks, the relevant BL products shall be displayed on the Platform.

10. The BL Seller (not being a Non-EU BL Seller) is entitled to use the Delivery Service. In that event, the BL Seller agrees to the terms and conditions of the relevant carrier and the terms and conditions as included in **Annex 5**. The fees for this Delivery Service are published on the Professional Sellers

Website. In the event the BL Seller does not make use of the Delivery Service, the transport of Items to a bol warehouse shall occur at the risk and expense of the BL Seller concerned and the latter shall bear the relevant transport and other costs.

Article 5 – Stock management

1. As long as the Items are in the bol warehouse, bol is liable for the damage or loss of the Items, unless bol can invoke force majeure. In case bol is liable, the liability is limited to the purchase value of the relevant Items. Bol is in no event liable for any immaterial damage, loss of profit or consequential damage whatsoever caused. At bol's request the BL Seller shall provide all relevant information, such as the purchase value, in order to determine any compensation.

2. Subject to the provisions of Article 7.2 and 7.6 under no circumstances shall any Items delivered by the BL Seller become the property of bol or the relevant bol warehouse. In cases where the Items become the property of bol, the transfer of ownership shall take place immediately upon arrival of the Items at the relevant bol warehouse. If the transfer of ownership occurs for consideration, bol is allowed, on the basis of self-billing, issue an invoice on behalf of the BL Seller.

3. Bol shall endeavour to prevent any stock discrepancies from occurring. Nevertheless, the BL Seller shall acknowledge that such stock discrepancies are unavoidable. In the event that an Item is missing for no less than thirty (30) consecutive days, compensation shall be provided for it in the next invoice. Compensation shall be provided on the basis of a percentage of the sales price stipulated in Annex 1 exclusive of VAT or, where required by the relevant Seller, based on the purchase invoice received for the Item in question as submitted. Should an Item for which compensation has been provided be found, the compensation shall be recovered. If the BL Seller believes that there are stock discrepancies, other than those noted by bol, he will contact bol about it. BL Seller shall not be entitled to any compensation from bol for damages related to stock discrepancies that arose more than 12 months ago.

4. In the event that the BL Seller no longer wishes to offer all (or part of) the Items which it has placed in stock at a bol warehouse through BL, the BL Seller shall be required to notify bol and the relevant bol warehouse accordingly. Following confirmation of a request for a return, bol shall deliver those Items to an address designated by the relevant BL Seller in the EU within ten (10) working days.

5. Bol and/or a bol warehouse shall always be entitled to refuse to accept any Items or to stipulate conditions, for example, in relation to the numbers and types (SKUs) of such Items. Furthermore, bol may require the BL Seller to take its Items back and to refrain from offering them through the BL scheme any longer without citing a reason for this.

6. Bol shall maintain a Stock Ceiling. The BL Seller shall be notified of the amount of such Stock Ceiling. The BL Seller may not give advance notice of or deliver any Item to a bol warehouse once it has reached its Stock Ceiling. Bol shall be entitled to refuse to accept an Item and to return it to the relevant BL Seller once the latter has reached its Stock Ceiling. In the event that the returned stock has not been taken by the second delivery attempt, bol shall be entitled to sell or destroy the stock without being liable to pay the relevant BL Seller any compensation. Furthermore, bol shall at all times be entitled to adjust the BL Seller's Stock Ceiling.

7. The level of the stocks of the BL Seller's Items shall be measured daily and invoicing shall occur in accordance with the fees mentioned on the Professional Sellers Website (price of the stock per month). The BL Seller shall accept that it may not audit stock levels (or arrange for this to be done). No distinction shall be drawn between whether any stocks are saleable or not.

8. A bol warehouse shall employ a cycle count methodology, based on which all of the stocks present in the picking locations for bol and its BL Sellers in a bol warehouse are counted twice a year.

9. Artikelen met een beperkte houdbaarheidsdatum vallen niet langer onder geschikt assortiment, indien de resterende houdbaarheid, rekening houdend met de door bol gehanteerde verkooptermijnen ("**Block Days**"), onvoldoende is om het Artikel nog via het platform aan te bieden. De door bol gehanteerde Block Days worden vastgesteld en nader toegelicht op de Website voor Zakelijke Verkopers.

   Indien een Artikel met een beperkte houdbaarheidsdatum niet langer onder geschikt assortiment valt, kan bol deze Artikelen verwijderen en vernietigen, tenzij de Lvb Verkoper via zijn verkoopaccount tijdig een verzoek doet om de volledige voorraad van het betreffende Artikel aan hem te retourneren. Een dergelijk verzoek moet de Lvb Verkoper indienen voordat de resterende houdbaarheid van het Artikel minder bedraagt dan de toepasselijke Block Days.

10. Bol shall be entitled to return to the BL Seller Items that are stored longer than 180 days in the Bol Warehouse. In the event that the returned stock has not been taken by the second delivery attempt, bol shall be entitled to sell or destroy the stock without being liable to pay the relevant BL Seller any compensation. If an Item is returned after being sold, the term of 180 days doesn't start to run afresh but will be resumed. In that case, the period that the Item was not stored in the Bol Warehouse does not count for the period of 180 days.

11. As soon as bol has received a notification that an Item must be recalled, it will return the Recall Item to the BL Seller. If the BL Seller does not receive the Recall Item twice, bol can destroy the Recall Item without bol owing any compensation to the BL Seller.

Article 6 – Shipment, transport and delivery

1. Bol shall ensure that sufficient appropriate packing materials are available to ship Items to Customers. Furthermore, bol shall ensure that the requisite documents are inserted into a package, such as the packing slip and payment instructions (but under no circumstances documents relating to the importation of Items into the EU). Note: when shipping a package, bol may decide not to ship it in an outer box for the purposes of efficient distribution.

2. The BL Seller shall consent to all delivery methods offered by bol to Customers on the Platform (such as but not confined to collection points and deliveries to neighbours), which methods bol may adjust or extend from time to time. Furthermore, the BL Seller shall consent to having their Items combined with those from bol and/or any other BL Seller in a single consignment shipped to a Customer. Furthermore, the BL Seller shall consent to any Customer who orders an Item also availing themself of any other service offered by bol on the Platform, which includes a gift service using bol gift wrapping paper.

3. The BL Seller shall acknowledge that bol may arrange to have a transporter (PostNL, amongst others) transport and deliver any Items. Such transport shall be governed by the relevant transporter's transport terms and conditions, which are referred to in Annex 4. Bol shall not be liable for any delay in the delivery of an Item to a Customer. In the event that an Item is lost during transport, bol has the option to compensate the relevant BL Seller an amount based on a percentage of the sales price stipulated in Annex 1 exclusive of VAT. A BL Seller may not invoke the compensation stipulated in Annex 4 in such a case.

Article 7 – Returns

1. Bol shall handle any Items returned by Customers as part of the BL scheme. Bol shall point out to Customers on the Platform that an Item must be returned to the relevant bol warehouse and the BL Seller concerned shall notify its Customers accordingly. The BL Seller shall consent to bol's return and goodwill policy and shall uphold it in relation to its Customers, which includes a cooling-off period of thirty (30) days. Through its goodwill policy bol pursues a generous policy towards consumers.

2. Bol shall assess any Item returned by a Customer pursuant to Article 7.1 in accordance with its return and goodwill policy, and based on such assessment the Item shall again be added to the relevant BL Seller's stocks (a required return) or, where bol is of the opinion that it is an Unsaleable Item, it shall be returned to the BL Seller in accordance with Article 7.4. Bol shall not provide any compensation for Unsaleable Items and the relevant BL Seller shall bear any risk and expense involved. In derogation from this, bol may choose not to return an Unsaleable Item to the relevant BL Seller but to provide compensation in accordance with Annex 1, following which ownership of the Item shall pass to bol. A Customer who returns an Item, shall be refunded. In case a customer has not yet paid for an Item, then their duty to effect payment shall lapse. In such case the relevant BL Seller shall not receive any compensation (the sales price) for the Item concerned either. Where bol has already paid the sales price to the relevant BL Seller, the amount concerned shall be withheld from the next payment made to that BL Seller.

3. If the packaging of a returned Item is damaged, bol may replace the packaging of the Item in order to re-stock the Item with the BL Seller. Bol may replace the original packaging with blank packaging, taking over any safety warnings and other legally required markings. The BL Seller warrants that it has not entered into any contractual agreements with third parties that prohibit the aforementioned method of bol. The BL Seller indemnifies bol against claims from third parties in this respect.

4. In the event that a Customer gives an old item to the relevant transporter as part of the legally stipulated 'old-for-new scheme', bol shall be responsible for further settlement. The BL Seller shall hereby be deemed to waive any entitlement to such an old item.

5. As soon as a BL Seller's stocks of Unsaleable Items amounts to fifteen (15) or one of the Unsaleable Items of the BL Seller is stored in the bol warehouse for 3 months, bol shall return all Unsaleable Items to the BL Seller. This may be derogated from in certain cases stipulated on the Professional Sellers Website.

6. The Unsaleable Items will be returned to the BL Seller's address as indicated in the Sales Account of the BL Seller. In the event BL Seller does not accept the receipt of the Unsaleable Items twice, the ownership of the Unsaleable Items is transferred to bol without any additional action or remuneration being required.

Article 8 – Customer service

1. As part of the BL scheme, bol shall arrange for its customer service department to deal with any questions which a customer may have in relation to a consignment, as well as the possible return of any Item. The relevant BL Seller shall deal with any questions raised by a Customer concerning the operation of an Item or about a warranty or repairs. Bol shall refer any Customer with such a question to the relevant BL Seller.

2. Bol shall clearly indicate on the Platform for which questions Customers are required to contact its customer service department. Bol shall deal with Customer questions by the deadlines stipulated in Annex 2.

3. In the event that an Item generates significantly more contact with a Customer than on average for a similar Item, bol shall be entitled to exclude the relevant BL Seller's Item. Bol may charge the relevant BL Seller for any costs which it incurs in relation to above-average Customer contact and Item returns and the amount involved may be withheld from the next payment that is to be disbursed as provided for in Article 9.

4. Bol shall no longer be responsible for after-sales service as of thirty (30) days after delivery. The relevant Seller shall then be liable for dealing with any Item that is returned and for after-sales and customer service.

Article 9 – Fees

1. Bol shall charge the BL Seller the fee stipulated on the Professional Sellers Website for the services which bol provides as part of the BL scheme. These fees are exclusive of VAT. Bol shall at all times be entitled to adjust the list of fees. Bol shall notify the BL Seller of any fee adjustment by email no later than 15 days before it comes into effect. In the event that the BL Seller does not instruct bol to return its Items to it no later than one (1) day before one (1) or more amendments of the fee list coming to effect, the relevant BL Seller shall be deemed to have consented to the amended list of fees and bol shall be entitled to charge the adjusted fees as of their effective date.

2. Bol shall issue an invoice once every calendar month for the fee (including penalties if any) payable by the BL Seller to bol for the services obtained by the BL Seller in the case of each Item and any other charges which bol levies pursuant to these Conditions of Use BL. The amount of such invoice shall be deducted from any funds which the relevant BL Seller is to receive from bol in accordance with Articles 6 and 7 of the Conditions of Use Professional Sales via bol.

3. In the event that the BL Seller fails to comply with any of its financial obligations towards bol pursuant to these Conditions of Use BL or otherwise, bol shall be entitled to suspend the BL Seller's use of the BL scheme until it complies with this financial obligation.

Article 10 – Warranties and obligations

1. The BL Seller hereby declares and warrants that it has the power to consent to and comply with these Conditions of Use BL.

   The BL Seller hereby declares and warrants that:

   - all of its Items, the packaging thereof and the designations on such packaging comply with the applicable legislation and regulations, including safety regulations, and are protected against internal transport (including, without limitation, compliance with the General Product Safety Regulation and, for example, the requirement to have an internal risk assessment available for each type of Item);
   - all of its Items comply with any conditions stipulated by bol or the relevant bol warehouse;
   - all of its Items will be delivered in accordance with Annex 3;
   - it owns all of its Items and, should any be subject to retention of title, it is entitled to sell them and to place them in stock with a third party;
   - its Items are new, function properly and do not exhibit any defect;
   - only those Items that bol has earmarked within the product categories which it has designated may be offered;
   - it is entitled to offer such Items for sale on the Platform and to alienate them, and that any Items which are offered will always be original and not counterfeit;
   - the Items which it offers do not infringe any rights (such as but not confined to intellectual property rights);
   - it will at all times act in accordance with any guidelines and instructions issued by bol or a Bol Warehouse In relation to the BL scheme;

- it will not present any Items that have been barred by bol and/or a bol warehouse to either again;

- it will only offer Items that have been lawfully imported into the EU for which all applicable import duties, taxes and other charges have been duly paid and all formalities have been fulfilled;

- it will only offer Items that originate from, or are located within, a warehouse situated in the European Union;

- bol shall not qualify as the importer of the Items within the meaning of Directive 85/374 on Product Liability, the General Product Safety Regulation, or any other applicable product legislation as a result of the sale of the Items via the Platform;

- bol shall under no circumstances be responsible for import VAT or for any customs formalities in respect of the Items;

- it will not present any Items which could harm the reputation of bol or a bol warehouse.

- prior to offering or delivering the Items to a bol warehouse, the Items must have the customs status of Union goods, meaning that:

    a) the Items have been wholly obtained within the customs territory of the Union without the addition of goods imported from countries or territories outside the customs territory of the Union; or

    b) the Items have been brought into the customs territory of the Union from countries or territories outside that territory and have been released for free circulation; or

    c) the Items have been produced within the customs territory of the Union either exclusively from goods referred to under (b) above or from goods referred to under (a) and (b) above;

- prior to offering the Items, it will have complied with all customs obligations applicable to the Items;

- bol shall not be involved in, nor be responsible for, compliance with any customs obligations. The BL Seller shall be fully responsible for compliance with all customs obligations. Bol cannot be held liable for that;

- it shall provide all necessary cooperation to bol, and bol shall be entitled to carry out inspections at the BL Seller and/or its partners in order to verify compliance with all customs and VAT obligations. The documentation that may be requested by bol in the context of such inspection, and which must be provided within a reasonable period of time by the BL Seller and/or its partners, shall include, without limitation:

    a) customs declarations;

    b) customs release documents;

    c) payment invitations;

    d) transport and logistics documents;

    e) trade documents; and

f) release notifications;

- Bol shall be entitled, at the expense of the BL Seller, to refuse the Items and to notify the competent authorities of any non-compliance if it appears that not all customs and VAT obligations have been duly fulfilled. The BL Seller shall subsequently be obliged to fulfil all formalities necessary to regularise the situation of the Items.

- A Non-EU BL Seller hereby also warrants that it holds a valid Dutch VAT identification number issued in its name by the Dutch Tax Authorities and that it has duly designated, in writing, a party established within the EU as its authorised representative for each Item, which party shall also act as the responsible person ("*verantwoordelijk marktdeelnemer*") for the relevant Items.

3. The BL Seller shall indemnify bol and hold it harmless against all claims from third-parties, authorities, or against any other harm suffered in another way, interest, fines, additional tax assessments and costs incurred by bol as a result of the BL Seller's failure to comply with the warranties set out in this article. This article also covers any import VAT and/or import duties imposed on bol in connection with the Items.

2. The BL Seller will indemnify bol and indemnify bol against all claims from third parties, authorities or in any other way suffered by bol against damages, interest, fines, additional assessments and costs, as a result of the BL Seller's failure to comply with the warranties of this article. This article includes any import VAT and/or import duties levied on bol in connection with the articles.

Article 11 – Termination of a BL Seller's status as such

1. Bol shall at all times be entitled to exclude the BL Seller from the BL scheme or to stipulate additional conditions governing participation in it with immediate effect without citing reasons for this. For example, this shall be the case where bol suspects that there has been a failure to comply with one (1) or more of the applicable terms and conditions, fraud has occurred or bol is of the opinion that a BL Seller's conduct or range of products may be harmful to the reputation of bol or any other party.

2. The BL Seller's status as such shall terminate by operation of the law in the event that bol closes or blocks (temporarily or otherwise) the Sales Account of that BL (Business) Seller.

3. Furthermore, bol shall at all times be entitled to refrain from providing the services and related functionality for the BL scheme.

Article 12 – Consequences of the termination of a BL Seller's status as such

1. In the event that the BL Seller's status as such is terminated for any reason whatsoever, bol shall endeavour to deliver any stocks which the BL Seller still has in a Bol Warehouse at that point in time to the BL Seller's last known address as soon as possible. Any stocks belonging to such BL Seller which are found in a bol Warehouse at a later stage shall also be delivered to the BL Seller's last known address. In the event that delivery is not taken of such stocks by the second attempt to deliver them, bol shall be entitled to sell or destroy them without being liable to pay the relevant BL Seller any compensation.

2. The BL Seller may not claim any compensation from bol in connection with the latter's termination of its status as such and is hereby deemed to have waived any right to compensation or other payment.

Article 13 – Liability

1. The BL Seller shall indemnify bol in full against any loss suffered and/or expenses incurred of any nature whatsoever pursuant to a failure to comply with one (1) or more of its obligations pursuant to these Conditions of Use BL.

2. When carrying out its activities pursuant to these Conditions of Use BL, the BL Seller undertakes to comply with all applicable privacy legislation and regulations, such as the General Data Protection Regulation, in their entirety and to indemnify bol against any loss suffered and/or expenses incurred in this respect whatsoever their nature.

3. With the exception of the provisions of Articles 5(1) and (3), and 6(3) or, in the case of a wilful act or omission and/or gross negligence on the part of bol, the latter shall in no way be liable for any loss and/or expenses of any nature whatsoever which the BL Seller suffers or incurs by availing itself of the BL scheme.

4. Bol shall not have a duty to comply with any of its obligations pursuant to these Conditions of Use BL in the event that it is prevented from doing so due to *force majeure*, which also includes a situation of *force majeure* at a bol warehouse and/or relevant transporter, e.g. in the case of a strike. In such a case bol shall also not in any way be liable for any loss suffered and/or expenses incurred by the BL Seller whatsoever their nature.

5. In the event that a competent court of law nullifies all or part of the exclusion of liability provided for in this Article 13 or declares that it is null and void, the parties shall already have been deemed to agree now that in such a case bol will only be liable for any direct, demonstrable loss suffered or expenses incurred (excluding any consequential or indirect loss or expenses) and under no circumstances shall such liability for any direct loss or expenses amount to more than €500.00 (five hundred euros) per annum.

Article 14 – Miscellaneous

1. The BL Seller shall not be entitled to assign all or part of its status as such to any other party, unless bol consents to this in writing beforehand.

2. Bol shall have the right, by written notice and without prior notice of default, to terminate the BL Seller relationship with immediate effect if control over the BL Seller comes to be held by a party other than the party that held such control at the time of acceptance of these Conditions of Use BL, unless the BL Seller has informed bol of such change in control in advance and bol has confirmed in writing that it has no objection thereto and wishes to continue the BL Seller relationship.

3. Bol shall return consignments of Unsaleable or other Items pursuant to these Conditions of Use BL to the last known address in the EU of the relevant BL Seller. The BL Seller shall be liable for the fee stipulated for this on the Professional Sellers Website.

4. Bol shall at all times be entitled to amend these Conditions of Use BL and/or their annexes in accordance with applicable laws and regulations. The amended Conditions of Use BL and/or annexes shall come into effect at the time set out therein and by providing them (by email) to the relevant BL Seller (with the exception of the list of fees, in respect of which the provisions of Article 9(1) of these Conditions of Use BL shall apply). In the event that a BL Seller subsequently continues to avail itself of the BL scheme, by virtue of this it shall be deemed to have consented to the application of the amended Conditions of Use BL and/or their annexes. It is therefore advisable to consult these Conditions of Use BL and their annexes before availing oneself of the BL scheme again. In the event that the amended Conditions of Use BL and/or their annexes are unacceptable to the BL Seller, the latter shall be entitled to terminate its status as such. To avoid any misunderstanding, Article 12 shall not apply in such a case.

5. In the event that any provision of these Conditions of Use BL may be in breach of the applicable law, it shall be amended in such a way that it complies with the applicable law while approximating the meaning of the relevant provision as far as possible.

6. The BL Seller consents to bol informing it about the use and features of the BL scheme from time to time by email sent to the address known to bol (service email messages).

7. Business sales through bol shall serve as a sales channel. One is not permitted to promote any other web shop, outlet and the like in any way whatsoever through the bol platform or by means of the BL scheme. As such, one is also not permitted to add any promotional materials to an Item (or its packaging).

8. One is not permitted to offer a single Item two (2) or more times by means of multiple Sales Accounts. An Item may only be offered once in the case of each Chamber of Commerce number. Upon discovery of this, bol shall be entitled to remove what is on offer in accordance with these Conditions of Use BL.

Article 15 – Governing law and competent court of law

These Conditions of Use BL and the status of the BL Seller shall be solely governed by and construed in accordance with the law of the Netherlands and any dispute shall be brought before a competent court of law in Utrecht.

Annex 1. Several Compensations

Compensation in event of stock discrepancy of Unsaleable Item

Compensation in the event of a stock discrepancy or Unsaleable Item as set out in the Conditions of Use BL, and loss during transport or return.

The last sales price (exclusive of VAT) charged by the relevant BL Seller shall serve as the market value.

The compensation shall amount to 75% of the sales price less VAT.

Compensation in the spirit of goodwill for products lost in transit
If an Item is lost in the shipment process or return process, bol may decide to compensate part of the costs on the basis of the sales value of the relevant Item. The last sales price (exclusive of VAT) charged by the relevant BL Seller shall serve as the sales value.

The compensation shall amount to: 75% of the sales price less VAT.

Compensation in the spirit of goodwill for products which are damaged during transit

If an Item is damaged in the shipment process or return process, bol may decide to compensate part of the costs on the basis of the sales value of the relevant Item. For the sales value, the last sales price (exclusive of VAT) charged by the relevant BL Seller shall serve as the sales value. Bol shall determine whether compensation is in place and the amount of this compensation (if any) taking into account all specific circumstances of the case.

Annex 2. Service level agreement

Consignments

Inbound consignment processing time

An inbound consignment at a bol warehouse shall be checked within seventy-two (72) hours on working days. As such, the relevant BL range of products shall be displayed on the bol platform.

Supply

Reliability of supply

The minimum supply reliability rate shall be 99%. This refers to the outbound supply excluding handling by the transporter.

Return consignments

Return consignment processing time

An Item that has been returned shall be inspected, placed in stock (saleable and unsaleable) and accounted for in the administrative records within two (2) working days.

Stock returns

The BL Seller has the option to request for the return of saleable and/or unsaleable stocks. Following confirmation of such request for a return, bol shall deliver those Items to an address designated by the relevant BL Seller in the EU within ten (10) working days.

Customer and partner service

Customer service for buyers

A buyer may contact the customer service department at any time. A customer's question shall be responded to within twenty-four (24) hours.

Partner service for sellers

The BL Seller may contact our Partner service department on Monday to Friday between 8.00 and 18.00 h (CET). We'll respond to partner queries within 48 hours.

Annex 3. bol Logistical delivery terms and conditions

NL - Logistieke Aanlevervoorwaarden

EN - Logistical Delivery Terms & Conditions

Annex 4. Transporters' terms and conditions

All transporters	All NL and BE consignments	Algemene Vervoer Condities 2002
All transporters	All BE consignments	CMR Convention
Bpost	BE Bpost collection points BEBpost collection lockers	Algemene voorwaarden Pakketten
PostNL	NL parcel home or neighbour deliveries BE parcel home or neighbour deliveries NL letter box deliveries NL/BE AH parcel pick-up points* NL evening parcel deliveries NL Sunday parcel deliveries NL same day home parcel deliveries	general-conditions-for-the-conveyance-of-bulk-letterbox-mail-2023_tcm9-237534.pdf (postnl.nl) 0219-j1-2403-av-brievenbuspakje_-2024-v3.pdf (postnl.nl)
UPS	BE and NL collection points (formerly Kiala)	UPS Vervoersvoorwaarden UPS Service- en Tarievengids
DHL		DHL Aanvullende voorwaarden Aanvullende voorwaarden brievenbuspakket internationaal

Annex 5. Terms & Conditions Delivery Service

The additional terms and conditions, in addition to the terms and conditions of the carrier, for the Delivery Service are:

- The Items are shipped as standard packages ('**package**') with a track & trace number. This means that the packages are not insured against loss or damage. The option to send the packages registered and/or insured is not available;
- The BL Seller must attach a shipping label (or several shipping labels) to each package within a shipment, as indicated when creating the shipment via the Delivery Service;
- The maximum size of the package allowed is 75x55x45 and the maximum weight is: 15 kg;
- It is not possible to deliver the packages on a pallet.
- Packages must be presented to the carrier on the ground floor. Packages that are not presented on the ground floor will not be taken by the carrier.
- Only after the completion of the pre-notification in the sales account the collection appointment is final.
- The Delivery Service is exclusively available for addresses in the Netherlands, with the exception of the Wadden Islands. For other areas, the availability of the carrier applies.
- Non bol Logistics packages cannot be given to the carrier of the Delivery Service.
- The minimum number of packages per fetch order is 3.
- The maximum number of packages per fetch order is 20.
- Shipments that do not comply with these additional conditions may be refused;
- The BL Seller must comply with the Delivery Conditions as included in Appendix 3, insofar as these conditions of the Delivery Service aren’t deviations of such conditions.