

## **Additional conditions to 'Conditions of Use Professional Sales via bol'**

**Version Januari 2026**

### **Article 1 – Additional Definitions**

1. **Selling Rights:** the prior authorization granted by bol, without which the Professional Seller is not entitled to offer certain items from a Category on the Platform.
2. **Assessment Process:** the process conducted by bol to determine whether the Professional Seller qualifies to offer items from a Category on the Platform, as further explained in Article 3.
3. **Category(ies):** the product groups listed on the Website for Professional Sellers, which Professional Sellers may only offer via the Platform after authorization by bol.
4. **Additional Terms:** these 'Additional conditions to 'Conditions of Use Professional Sales via bol''.
5. **Conditions of Use:** the 'Conditions of Use Professional Sales via bol'.
6. All other definitions mentioned in these Additional Terms shall have the same meaning as assigned to them in the Conditions of Use.

### **Article 2 – Scope of Application**

1. These Additional Terms apply to Professional Sellers who (intend to) offer items on the Platform, which items have been included by bol in the Categories.
2. All provisions of the Conditions of Use remain fully applicable. The Additional Terms apply in addition to the Conditions of Use.
3. It is solely at bol's discretion for which items Selling Rights are established.

### **Article 3 – Application for Selling Rights and the Assessment Process**

1. In order to offer items from a Category on the Platform, the Professional Seller must successfully complete the Assessment Process. The criteria for successfully completing the Assessment Process may vary per item. These criteria are explained per Category on the Website for Professional Sellers. Such criteria may include (but are not limited to) being part of a selective distribution network or providing sufficient evidence to allow bol to determine that authentic items are being offered.
2. Completing the Assessment Process does not guarantee its outcome. Bol is free, for its own reasons, not to allow the Professional Seller to offer items from a Category on the Platform.
3. A Professional Seller wishing to undergo the Assessment Process must register via the relevant form in their Sales Account.
4. By registering for the Assessment Process, the Professional Seller agrees to these Additional Terms and provides the required documents indicated on the form, such as a purchase invoice or a photo of the relevant item for which Selling Rights are requested.
5. Bol may request additional information from the Professional Seller during the Assessment Process, and also thereafter. Bol may also request the physical item for evaluation of product claims made by the Professional Seller.

6. Based, among other things, on the information provided by the Professional Seller, bol will assess whether the Professional Seller qualifies to offer items from a Category. In its assessment, bol will consider, among other things, the completeness and accuracy of the information provided.
7. Bol will inform the Professional Seller by email of the outcome of the Assessment Process.

#### **Article 4 – Guarantees and Obligations**

1. In the context of the Assessment Process, bol conducts certain quality, authenticity, or other evaluations. For this purpose, the Professional Seller provides, among other things, information and/or physical items. After Selling Rights have been granted, the Professional Seller shall maintain the circumstances and its items as they were assessed by bol. Should any circumstances change that affect the quality, authenticity, or conformity of the items from a Category, the Professional Seller must notify bol without delay, and in any case within two weeks after becoming aware of or reasonably having to become aware of such changes.
2. The guarantees and obligations set out in the Conditions of Use (including, but not limited to, Article 13 of the Conditions of Use) remain fully applicable.

#### **Article 5 – (Temporary) termination of Selling Rights**

1. Bol may (temporarily) terminate the Selling Rights. If bol proceeds to such an action, the decision will always be motivated.
2. Bol may (temporarily) terminate the Selling Rights if the Professional Seller no longer meets the criteria of the Assessment Process as referred to in Article 3, if bol suspects that one or more applicable conditions are being violated, if bol detects irregularities such as (but not limited to) reports from the brand owner, customers, or other third parties, in cases of fraud, if the Professional Seller defaults on bol invoices, if the use of the Sales Account disrupts the proper functioning of the bol Environment or, in bol's opinion, may be harmful to the good name of bol or third parties.
3. Furthermore, bol may (temporarily) terminate the Selling Rights if the information provided by the Professional Seller is incorrect, incomplete, or not truthful. In such case, bol may terminate the Selling Rights with immediate effect and without prior notice.
4. Selling Rights are automatically terminated when the Professional Seller status ends.
5. In the event that bol (temporarily) terminates the Selling Rights, the Professional Seller has the opportunity to clarify his view of the facts and circumstances by using bol's complaints handling system pursuant to Article 19 of the Conditions of Use.
6. The Professional Seller may decide at any time to no longer make use of the Selling Rights.
7. If bol suspects that a Professional Seller is acting in breach of one or more applicable conditions, bol has the right to conduct further investigation. The Professional Seller must provide all information reasonably requested by bol as soon as possible. The Professional Seller is obliged to cooperate with any reasonable request from bol intended to rule out a breach of the applicable conditions. If the Professional Seller fails to cooperate with such reasonable request, bol may (temporarily) terminate the Selling Rights.

## **Article 6 – Consequences of termination of Selling Rights**

1. If the Professional Seller no longer holds Selling Rights, and the Professional Seller has entered into one or more Sale and Purchase Agreements with one or more Customers while holding Selling Rights, the Professional Seller will remain responsible for executing that Sale and Purchase Agreement even after the revocation of the Selling Rights. This includes in any case the delivery of ordered Items and the so-called 'aftersales', including but not limited to customer service, warranty and handling of returns.
2. The Professional Seller cannot claim any compensation from bol in connection with the (temporary) termination of the Selling Rights by bol, and the Professional Seller hereby waives any and all right to any compensation (for damages) whatsoever.

## **Article 7 – Liability and Indemnification**

1. The provisions regarding liability and indemnification as set out in the Conditions of Use form an integral part of these Additional Terms and remain fully applicable.

## **Article 8 – Miscellaneous**

1. Bol is authorised at all times to amend these Additional Terms. Bol shall notify Professional Sellers fifteen (15) days, or so much longer as bol deems reasonable for the Professional Seller to implement technical and commercial adjustments, prior to the effective date of the amended Additional Terms. As an exception to this, bol may amend the Additional Terms retroactively if they are required to respect a legal or regulatory obligation or when the retroactive changes are beneficial for Professional Sellers.
2. If the Professional Seller continues to offer items from a Category after notification of the amended Additional Terms, the Professional Seller shall be deemed to accept the applicability of the amended Additional Terms. If the amended Additional Terms are not acceptable to the Professional Seller, the Professional Seller is entitled to remove its offer of items from a Category and/or terminate its Professional Seller status.
3. The notice period of at least 15 days (see paragraph 1) does not apply if bol changes the Additional Terms i) on the basis of a legal obligation or ii) in order to prevent an unforeseen threat in connection with protection against fraud, malware, spam, privacy breaches and abuse of personal data, or in the event of risks relating to cyber security. In that case, the amended Additional Terms shall take effect immediately after notification and posting.
4. Should a provision of these Additional Terms be in contradiction of applicable law then the said provision shall be changed such that it shall be in accordance with applicable law, as much as possible in consideration of the scope of the relevant provision.
5. The Professional Seller is not entitled to transfer (a part of) his Selling Rights to a third party, unless bol gave its prior written consent to the same.