

## **General Terms and Conditions of Sale and Delivery**

Stichting Cycling Team for Talents / Boels-Dolmans Cycling Team

### Article 1: General provisions

1.1 In these General Terms and Conditions of Sale and Delivery the following terms, as well as any conjugation thereof, starting with a capital letter, have the following meanings, if and in so far as not explicitly stated otherwise:

**Offer:** offer without obligation from Boels-Dolmans Cycling Team in the catalogue or on the website to a prospective Other Party.

**Boels-Dolmans Cycling Team:** Cycling team for talents / Boels-Dolmans Cycling Team and all of the subsidiary companies and sister companies affiliated with the above companies.

**Defect(s):** anomalies to an item that were already present prior to delivery and as a result of which the item does not conform to the Agreement (anymore), such as breakdowns and failures that are the result of manufacturing faults and/or faulty material or the absence of (agreed) specific and essential requirements and/or features. Defects explicitly do not include: breakdowns and failures occurring after delivery such as, but not limited to, fall damage and breakdowns and failures caused by incorrect use or storage, incompetent or insufficient maintenance or by normal wear and tear. In the case of Other Party B, Defects also do not include: damage caused during/by transport.

**Data:** catalogues, designs, images and drawings, models, samples, descriptions, software, technical information, etc. that form part of the Quotation and/or Offer.

**Purchase Contract:** the Written Agreement concluded at the company of Boels-Dolmans Cycling Team in the case of a direct sale, over the counter or otherwise.

**Distance Purchase:** the agreement within the meaning of Section 46a of Book 7 of the Dutch Civil Code, in which case one or more technologies for distance communication (telephone, fax, internet) are used exclusively until the agreement is concluded.

**Quotation:** written offer without obligation from Boels-Dolmans Cycling Team to a prospective Other Party.

**Order:** the Written or verbal assignment given or order placed by the Other Party to Boels-Dolmans Cycling Team.

**Order Amount:** the total amount payable by the Other Party to Boels-Dolmans Cycling Team based on the Agreement.

**Order Confirmation:** Written acceptance of the Order by Boels-Dolmans Cycling Team.

**Agreements:** the purchase agreements entered into between Boels-Dolmans Cycling Team and the Other Party by means of an Order Confirmation or a Purchase Contract, to which the Conditions of Sale apply.

**Written/in Writing:** by means of a document signed by the authorised representatives of Boels-Dolmans Cycling Team and/or the Other Party or by means of an electronic document.

Safety Shortcomings: defects within the meaning of Section 186 of Book 6 of the Dutch Civil Code.

Conditions of Sale: these General Terms and Conditions of Sale and Delivery of Boels-Dolmans Cycling Team.

Other Party: every natural person, not acting in the exercise of a profession or a business (if specified: Other Party A), every natural person acting in the exercise of a profession or a business and every legal entity or other legal form (if specified: Other Party B) that has a contractual relationship with Boels-Dolmans Cycling Team pursuant to an Agreement concluded with Boels-Dolmans Cycling Team. This particularly includes the person on whose instructions and for whose account items are delivered.

1.2 The date of dispatch of documents and/or items is the date on the postmark or the fax date or date of dispatch of the e-mail. If no such date is stated or can be demonstrated and there is a dispute about the promptness of the dispatch, the documents and/or items sent by Other Party B will be regarded as not having been sent in due time.

## Article 2: Applicability

2.1 The Conditions of Sale apply to all Quotations and Offers of Boels-Dolmans Cycling Team and to all Agreements entered into by Boels-Dolmans Cycling Team for the sale and delivery of movable property to an Other Party.

2.2 If the Other Party were to refer to other conditions in its correspondence with regard to the Agreement, the applicability of such other conditions is explicitly rejected. Any stipulation to the contrary in such other conditions will not affect the above.

2.3 Any stipulations varying from and/or supplementary to the Agreement and/or any provision of the Conditions of Sale will only have effect if and in so far as they have explicitly been agreed in Writing and they will relate exclusively to the relevant Agreement. If any such varying or supplementary stipulations are permitted by Boels-Dolmans Cycling Team this will not create a precedent and the Other Party cannot derive any rights from them for any future Agreements.

2.4 Other Party B, who has once been contracted with application of these Conditions of Sale, agrees to the applicability of the Conditions of Sale to later Agreements between itself and Boels-Dolmans Cycling Team.

## Article 3: Quotations and Offers

3.1 Quotations and Offers are completely without obligation and are not binding on Boels-Dolmans Cycling Team in any way, unless the Quotation and/or Offer itself explicitly and unambiguously provides the contrary.

3.2 A Quotation is valid for two weeks after its date, following which it expires.

3.3 The Data provided by Boels-Dolmans Cycling Team remain the property of Boels-Dolmans Cycling Team, may not be multiplied and/or provided to third parties without the explicit Written consent of Boels-Dolmans Cycling Team and must be returned to Boels-Dolmans Cycling Team immediately when so requested. Boels-Dolmans Cycling Team also reserves all existing intellectual and industrial property rights.

3.4 The Data provided by Boels-Dolmans Cycling Team only serve as an example from which no rights can be derived. Statements from Boels-Dolmans Cycling Team with regard to colours, dimensions, performances, properties, etc. are approximate only and without obligation. Images, descriptions, photographs, catalogues, advertising material, offers and information included on the websites of Boels-Dolmans Cycling Team, in any form whatsoever, will not be binding on Boels-Dolmans Cycling Team.

#### Article 4: Formation of the Agreement

4.1 An Agreement is only formed if and as soon as Boels-Dolmans Cycling Team has confirmed an Order by means of an Order Confirmation, electronic or otherwise, or if and as soon as an Order Confirmation has been handed over and/or a Purchase Contract has been concluded in case of a direct over the counter sale, or if Boels-Dolmans Cycling Team starts the actual execution of the Order after receipt thereof.

4.2 The Order Confirmation or the Purchase Contract is deemed to be a complete and correct representation of the contents of the concluded Agreement.

4.3 A Written Order can exclusively be revoked or modified in Writing and only if such revocation or request for a modification reached Boels-Dolmans Cycling Team before the Order Confirmation was sent or if Boels-Dolmans Cycling Team has started with the actual execution of the Agreement. A Written Order has become irrevocable if a revocation has not been sent within 5 working days of its date.

4.4 Boels-Dolmans Cycling Team reserves the right to refuse Orders without stating reasons.

#### Article 5: Contents of the Agreement

5.1 The contents of the Agreement and the extent of the obligations are determined exclusively by the Order Confirmation/Purchase Contract and the provisions of the Conditions of Sale.

5.2 Any supplementary arrangements, commitments or communications by employees of Boels-Dolmans Cycling Team or on behalf of Boels-Dolmans Cycling Team by other persons acting as representatives will only be binding on Boels-Dolmans Cycling Team if these arrangements, commitments or communications were confirmed in Writing by its representation/authorised directors or the persons authorised by them for this purpose.

5.3 Boels-Dolmans Cycling Team does not accept any liability with respect to the correctness or completeness of data provided by manufacturers and/or importers.

5.4 Minor deviations from the Agreement by Boels-Dolmans Cycling Team are permitted if and to the extent that the Other Party has not made a written statement of its essential requirements prior to the formation of the Agreement and to the extent that the performance to be rendered by Boels-Dolmans Cycling Team does not change fundamentally due to the deviations.

#### Article 6: Prices

6.1 The prices stated on the websites of Boels-Dolmans Cycling Team are without obligation and apply subject to any changes.

6.2 Boels-Dolmans Cycling Team is authorised to increase any agreed prices on the basis of a change in circumstances occurring after the formation of the Agreement if Boels-Dolmans Cycling Team cannot in all reasonableness be required to remain bound by the agreed prices in these changed circumstances. In that case, after receipt of the communication of the price change Other Party A is entitled to terminate the Agreement by means of a written communication to Boels-Dolmans Cycling Team within a good and reasonable period of time, in which respect a period of 10 calendar days is deemed sufficiently good and reasonable.

6.3 The prices stated by Boels-Dolmans Cycling Team in a catalogue apply to delivery “ex works of Boels-Dolmans Cycling Team” (Incoterms 2000) and exclude turnover tax unless agreed otherwise in Writing.

6.4 The purchase price or other price due by the Other Party and the additional costs for dispatch, turnover tax and any other costs or surcharges will be stated clearly in the Order Confirmation or the Purchase Contract and the invoice.

#### Article 7: Delivery and risk

7.1 The delivery period indicated by Boels-Dolmans Cycling Team commences on the last of the following dates:

the date on which the Agreement was formed;

the date of receipt by Boels-Dolmans Cycling Team of the documents, data, permits and licences, etc. that are necessary for the execution of the Agreement;

the date that Boels-Dolmans Cycling Team receives the Order Amount or an advance on this sum, if it has been agreed that the Other Party pays it before delivery and if it has been agreed that in such case the delivery period depends on the receipt by Boels-Dolmans Cycling Team of the Order Amount or the advance payment.

7.2 Although the stated delivery periods will be complied with by Boels-Dolmans Cycling Team as much as possible, these are approximations only that are not binding on Boels-Dolmans Cycling

Team. Unless otherwise agreed in Writing, the stated delivery period will never be regarded as a strict deadline.

7.3 However, if the delivery period is exceeded, the Other Party will be entitled to set Boels-Dolmans Cycling Team a strict deadline by registered post, provided that, taking all circumstances into consideration, such strict deadline is reasonable and not less than 45 days. In case of a Distance Purchase, Other Party A is entitled to terminate the agreement if and to the extent that Boels-Dolmans Cycling Team has not executed the agreement within 30 days of the delivery period stated or agreed on initially. In that case, Boels-Dolmans Cycling Team does not owe any compensation.

7.4 Other Party A is only entitled to terminate the Agreement for this reason after the strict deadline agreed on in Article 7.2 or stated according to Article 7.3 has been exceeded.

7.5 Boels-Dolmans Cycling Team is authorised to make delivery in batches or to halt delivery until the whole order is ready. Where appropriate, this will be discussed with the Other Party. In case of delivery in batches, Boels-Dolmans Cycling Team will be authorised to invoice the items already delivered.

7.6 The items are deemed to have been delivered and the risk of them passed to the Other Party:

a. upon delivery ex works of Boels-Dolmans Cycling Team: at the time of actual granting of possession;

b. upon delivery at another location:

I. in case of Other Party A: at the time that the items have been unloaded at the agreed location.

II. in case of Other Party B: at the time that the items have been loaded at the company of Boels-Dolmans Cycling Team. If the services of the employees of Boels-Dolmans Cycling Team are used at Other Party B's request for the loading (in case of delivery under a) or unloading (in case of delivery under b), such is fully at the risk of Other Party B.

7.7 The Other Party will be obliged to take delivery of the items at the agreed time. Costs resulting from a refusal to take delivery of the items or to do so in a timely fashion, which includes storage costs, will be payable by the Other Party.

## Article 8: Transport

8.1 In case of delivery within the meaning of Article 7.6b, Boels-Dolmans Cycling Team will transport or arrange the transport of the items to the agreed destination at the Other Party's expense. In the event of Other Party B, this transport also takes place at its risk. Unless otherwise agreed in Writing, Other Party B is responsible for taking out transport insurance.

8.2 If Boels-Dolmans Cycling Team has the items transported to an address outside its company, the transporter will be able to make deliveries on all working days between 7.00 a.m. and 6.00 p.m., unless explicitly agreed otherwise. In that case, the Other Party will arrange that delivery is taken immediately, as soon as Boels-Dolmans Cycling Team, or the transporter engaged by Boels-Dolmans Cycling Team, offers the items at the stated address. If the Other Party does not take delivery of the

offered items immediately, Boels-Dolmans Cycling Team will be authorised to store the items elsewhere at the Other Party's expense and risk without further warning or notice.

In that case, the items are deemed to have been delivered in good condition and in accordance with the Agreement.

#### Article 9: Obligation to examine/complaints

9.1 At the time that delivery of the items is taken, the Other Party will inspect the items for visible Defects and sign the provided delivery note/transport document as confirmation of good receipt. In doing so, the Other Party will state any Defects on the document in question. The items are deemed to have been delivered in good condition and in accordance with the Agreement if and to the extent that the stated documents do not contain statements to the contrary.

9.2 Complaints from Other Party B pertaining to visible Defects to the items and that were discovered during the inspection referred to in paragraph 1 or that could reasonably have been discovered must be submitted to Boels-Dolmans Cycling Team by Other Party B within 2 working days of delivery, in Writing, clearly defined and by registered letter.

9.3 Defects that were not discovered at the time of the above inspection and ought not to have been discovered at this time must be reported to Boels-Dolmans Cycling Team by Other Party B within 2 weeks, and by Other Party A within 2 months, of discovery in the manner stated in paragraph 2.

9.4 Any right of action of the Other Party vis-à-vis Boels-Dolmans Cycling Team with respect to Defects in the items delivered by Boels-Dolmans Cycling Team will cease to exist if the Defects were not reported to Boels-Dolmans Cycling Team within the periods stated above in paragraphs 2 and 3 and/or in the manner indicated therein.

Any right of action of the Other Party vis-à-vis Boels-Dolmans Cycling Team with respect to Defects in the items delivered by Boels-Dolmans Cycling Team will also cease to exist if:

- a. the Other Party does not cooperate and/or does not sufficiently cooperate with Boels-Dolmans Cycling Team with respect to an investigation of the merits of the complaints;
- b. the Other Party has not set up, treated, used, stored or maintained the items correctly or if it has used or treated the items under circumstances unsuitable for the items;
- c. the Other Party has made repairs and/or modifications or allowed others to make repairs or modifications to the items without the prior, explicit and Written consent of Boels-Dolmans Cycling Team;
- d. the items are used by the Other Party after discovery of the Defects within the meaning of paragraph 2 or if the use of the items is continued after discovery within the meaning of paragraph 3;
- e. the warranty period referred to in Article 10 has expired.

#### Article 10: Defects and warranty

10.1 If Defects manifest themselves in a new item sold and delivered by Boels-Dolmans Cycling Team within a period of 12 months after delivery, the Other Party may require that Boels-Dolmans Cycling Team either repair the item or deliver a replacement item and/or parts, the latter subject to simultaneous return of the defective items and/or parts.

10.2 The Other Party may not ask for replacement until Boels-Dolmans Cycling Team has been given the opportunity once, subject to a reasonable period of time, to remedy the Defects. Replacement cannot be claimed if the deviation is too minor to justify replacement.

10.3 Other Party A is furthermore entitled to claim full or partial repayment of the Order Amount after he/she has terminated the Agreement wholly or partially to the extent that the Agreement pertains to the delivered defective item.

10.4 The work carried out under warranty referred to in Article 10.2 will be carried out free of charge by Boels-Dolmans Cycling Team if the claim under the warranty is made by Other Party A; that applies in particular to transport costs and call-out charges. If the claim under the warranty is made by Other Party B, the transport costs and any travel and accommodation costs in connection with the execution of the work carried out under warranty in question if it takes place outside the company of Boels-Dolmans Cycling Team may be charged to Other Party B by Boels-Dolmans Cycling Team.

10.5 The warranty period referred to in Article 10.1 may be extended on payment of an additional sum to be specified.

10.6 If the Other Party requires repair of the Defects and Boels-Dolmans Cycling Team does not succeed in completing the repair work within 5 working days after taking delivery of the item for the purpose of repair, Boels-Dolmans Cycling Team will make an alternative equivalent item available to the Other Party free of charge for the duration of the repair period, provided and to the extent that Boels-Dolmans Cycling Team has such item in stock and without being obliged to do more.

10.7 The Other Party cannot rely on the warranty provision in case of incorrect use of the item, such as abnormal, rough, incompetent or incorrect use, neglect, and the failure to follow instructions given in the directions for use.

10.8 The authority of Other Party B to proceed with termination of the Agreement for any reason whatsoever is explicitly excluded.

#### Article 11: Liability

11.1 The provisions included in this article apply to agreements concluded with Other Party B.

11.2 The liability of Boels-Dolmans Cycling Team is explicitly limited to direct property damage and personal injury of Other Party B caused by a demonstrable defect in the item of Boels-Dolmans Cycling Team or the fault of its executive employees.

11.3 Furthermore, the liability of Boels-Dolmans Cycling Team is limited to the sum that is paid out by the liability insurance taken out by Boels-Dolmans Cycling Team in that respect, plus the policy

excess. The liability of Boels-Dolmans Cycling Team is limited to the sum of the Order Amount at most.

11.4 Boels-Dolmans Cycling Team will never be obliged to compensate trading loss, consequential loss, loss of turnover and/or profits, loss due to delay and/or loss owing to stoppage.

11.5 Other Party B will indemnify Boels-Dolmans Cycling Team against any third-party claims and/or liability vis-à-vis third parties.

11.6 Boels-Dolmans Cycling Team will never be liable for damage or loss resulting from Safety Shortcomings in an item.

#### Article 12: Cancellation and Termination of Distance Purchase

12.1 If Other Party B cancels the Order in any other case or in a manner other than provided for in paragraph 4.3, Other Party B will owe 25% of the agreed amount plus the VAT on it, with a minimum of €100 net.

12.2 In case of a Distance Purchase, Other Party A will be entitled to terminate the agreement within 7 working days of receipt of the item without stating reasons. If Other Party A exercises this option to terminate, he/she must report this to Boels-Dolmans Cycling Team according to the returns procedure described on the website of Boels-Dolmans Cycling Team and return the item to Boels-Dolmans Cycling Team at his/her own expense within 7 working days of the date of termination, stating the return number obtained via the returns procedure. The sum paid by Other Party A will be returned to Other Party A within 30 days of the termination, less the administrative charges described in the returns procedure. Termination is not possible with respect to items that are damaged, no longer in the original and unopened packaging, used or have become unsuitable for sale.

12.3 Boels-Dolmans Cycling Team is entitled to refuse returned items that are no longer in the condition that they were delivered in to Other Party A, i.e. including the original packaging, manual and guarantee certificates, and to deduct any decrease in value and/or costs of return shipments from the amount to be repaid.

12.4 Boels-Dolmans Cycling Team is not responsible for processing times that banks apply when processing refunds.

#### Article 13: Payment

13.1 Unless otherwise agreed in Writing, the Order Amount must be paid immediately upon formation of the Agreement. In case of invoicing, the Order Amount must have been paid within 14 days of the invoice date, unless otherwise agreed in Writing or otherwise stated on the invoice. In individual cases, Boels-Dolmans Cycling Team may require a bank guarantee or payment in advance.



13.2 All payments must be made at the business address of Boels-Dolmans Cycling Team or into an account designated by it. In case of payment by bank or giro, the day that the account of Boels-Dolmans Cycling Team is credited will be regarded as the day of payment.

13.3 If the Other Party does not pay within the stated period, it will be in default without notice of default being required for this purpose. In that case and from the due date until the date of payment in full, the Other Party will forfeit interest equivalent to the statutory interest, calculated on the sum that has not been paid. This interest will be due and payable immediately, without further notice of default. All costs involved in the collection of invoiced amounts, including extrajudicial collection costs, are payable by the Other Party. The extrajudicial collection costs amount to at least 15% of the principal sum, with a minimum of €340, exclusive of turnover tax.

13.4 If the Other Party does not fulfil its obligations under the Agreement, does not do so in a timely fashion or properly, cumulatively to the extent possible, Boels-Dolmans Cycling Team is entitled to:

suspend fulfilment of that Agreement and/or directly related Agreements, explicitly including the obligation to surrender an item still to be delivered or undergoing repairs, until payment has been sufficiently secured;

full or partial judicial or extrajudicial termination of that Agreement and the related Agreements, without Boels-Dolmans Cycling Team being obliged to pay any compensation;

compensation of the loss sustained by Boels-Dolmans Cycling Team.

13.5 In case of provisional or definitive suspension of payments, insolvency, stoppage, winding-up, debt rescheduling, an administration order or a guardianship order against the Other Party, all claims of Boels-Dolmans Cycling Team against the Other Party will become due and payable immediately and Boels-Dolmans Cycling Team will have the right, at its discretion, to suspend its contractual obligations and/or terminate the Agreement wholly or partially by means of a mere announcement, without further notice of default or judicial intervention being required, all this without prejudice to the right of Boels-Dolmans Cycling Team to claim specific performance and/or compensation.

13.6 Boels-Dolmans Cycling Team is entitled to set off all of its claims against the Other Party against one or several claims that the Other Party should have at any time against Boels-Dolmans Cycling Team.

#### Article 14: Force majeure

14.1 Boels-Dolmans Cycling Team is not obliged to pay the Other Party any compensation if force majeure prevented it from fulfilling its obligations or from doing so in a timely fashion or properly.

14.2 Force majeure should be understood to mean: any circumstance beyond the control of Boels-Dolmans Cycling Team that is of such a nature that fulfilment of the Agreement cannot reasonably be required from Boels-Dolmans Cycling Team. This also includes: strike, uprising, war and other disturbances, boycotts, blockades, acts of God, epidemics, lack of raw materials, hindrance and interruption of the transport options, extreme weather conditions, fire, machinery breakdown,

interruptions in the operations of Boels-Dolmans Cycling Team, problems at suppliers and/or measures taken by any government agency.

#### Article 15: Retention of title and security

15.1 The items delivered remain the property of Boels-Dolmans Cycling Team until the Other Party has paid in full all that it owes or will owe in the future to Boels-Dolmans Cycling Team in that respect. This includes the Order Amount and any surcharges, interest, taxes and costs due pursuant to the Conditions of Sale or the Agreement. Boels-Dolmans Cycling Team is entitled to demand security from the Other Party with respect to the fulfilment of its obligations if Boels-Dolmans Cycling Team deems such necessary.

15.2 Before the ownership has passed to the Other Party, it will not be entitled to dispose of the item, rent it out to third parties or allow third parties to use it, pledge it or otherwise encumber it for the benefit of third parties.

15.3 If and as long as Boels-Dolmans Cycling Team is the owner of the item, the Other Party must immediately inform Boels-Dolmans Cycling Team in Writing if the item is attached or if claim is laid to the item or a part of it in any other way. If the Other Party has knowledge of a possible attachment of the item, it must inform Boels-Dolmans Cycling Team immediately. Moreover, on its first request to this effect, the Other Party will inform Boels-Dolmans Cycling Team of the location of the item in question.

15.4 In case of attachment of all or part of an item, provisional or definitive suspension of payments or insolvency of the Other Party, the Other Party will immediately inform the bailiff making attachment, administrator or receiver of the property rights or other rights of Boels-Dolmans Cycling Team.

15.5 In each of the cases stated above, all claims of Boels-Dolmans Cycling Team against the Other Party will be immediately due and payable in full, the Other Party will be obliged to immediately return any items that have not been paid for and Boels-Dolmans Cycling Team has the right to gain entrance to the sites and buildings of the Other Party and enter these in order to take possession of the items in question. All costs involved in this and consequently all loss sustained and to be sustained by Boels-Dolmans Cycling Team in this respect will be payable by the Other Party.

#### Article 16: Privacy

Boels-Dolmans Cycling Team respects the privacy of Other Party A. Boels-Dolmans Cycling Team will process the personal data of Other Party A in accordance with the applicable privacy legislation and the Privacy Statement that can be read on the website of Boels-Dolmans Cycling Team. Other Party A consents to the processing of his/her personal data.

#### Article 17: Applicable law and jurisdiction

17.1 All disputes caused by or arising from an Agreement concluded with Boels-Dolmans Cycling Team will be settled at the discretion of Boels-Dolmans Cycling Team by the competent court in the district of Maastricht or Utrecht, with the exclusive application of Dutch law.

17.2 Contrary to the provisions of the first paragraph, at the discretion of Boels-Dolmans Cycling Team the District Court of Brussels or Oudenaarde has jurisdiction and Belgian law applies if the Other Party has the Belgian nationality and/or resides or is established in Belgium and the Agreement was concluded with Boels-Dolmans Cycling Team in its capacity as Boels-Dolmans Cycling Team.

17.3 Contrary to the above, disputes with Other Party A will be settled by the court that has jurisdiction according to the law to take cognisance of the dispute if Other Party A, within 1 month of Boels-Dolmans Cycling Team's reliance upon the provisions of paragraph 17.1, chooses to have the dispute settled by the court that has jurisdiction according to the law.

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