

## **Article 1. Definitions**

1.1 In these Terms and Conditions the following terms are used in the following sense, unless explicitly stated otherwise or the context indicates otherwise:

**Bunker501:** The user of these Terms and Conditions: Bunker501, established and having its office at Kelvinstraat 14a, Oldenzaal, the Netherlands, registered with the Dutch Chamber of Commerce under Kvk number 06077447.

**Client:** The company or natural person who has concluded an agreement with Bunker501, he who has received an offer/quotation from Bunker501 or he with whom Bunker501 has any legal relationship or he with whom Bunker501 has performed any legal act.

**Agreement:** The agreement between Bunker501 and the customer.

**Item:** The item that Bunker501 will deliver when it comes to an agreement.

**Consumer:** The natural person acting for a business that is not part of his business or professional activities.

**Website:** The website [www.bunker501.nl](http://www.bunker501.nl) and other websites that are part of or maintained by Bunker501.

## **Article 2. General**

2.1 These Terms and Conditions apply to all Agreements between Bunker501 and the Client and affect all aspects and legal acts between Bunker501 and the Client, including all negotiation and other pre-contractual situations.

2.2 These Terms and Conditions shall also apply to all Agreements with Bunker501, the execution of which requires the involvement of third parties.

2.3 Deviations from the Terms and Conditions are valid, then and only when both written and electronic notes of those Terms and Conditions agree.

2.4 The applicability of purchase or other conditions of the Customer is expressly rejected.

2.5 If one or more of the described parts of these Terms and Conditions are found to be void or removed from the Terms and Conditions, all remaining parts of the Terms and Conditions shall remain in force and applicable. Void or deleted sections of the Terms will be replaced by Bunker501, substantially respecting the purpose and intent of the original provisions.

2.6 If Bunker501 does not require strict compliance with these Terms, this does not in any way mean that the provision is not applicable, or that Bunker501 would lose the right to otherwise require strict compliance with the provisions of these Terms.

## **Article 3. Offers and quotations**

3.1 Offers and quotations are without obligation.

3.2 An offer or quotation of Bunker501 is valid for 2 months, unless expressly stated otherwise.

3.3 Obvious errors or mistakes on the website, in brochures, offers, agreements or publications of Bunker501 shall not legally bind Bunker501.

3.4 Quotations, offers and documents issued by Bunker501 to the client may not be reproduced or given to third parties for inspection without Bunker501's consent.

3.5 Bunker501 reserves the right to offer certain items only in minimum quantities.

3.6 The product range offered is subject to change at any time.

#### **Article 4. Images and samples**

4.1 All images, details and the like of the offered products on the website, brochures or other publications, are only approximate and are in no case a reason for compensation and/or dissolution of the agreement.

4.2 Certain products are made of natural materials or are partially made of natural materials. If a sample is given to a customer, this should be considered as a sample only, as color and texture differences may occur in natural materials.

#### **Article 5. Conclusion of the agreement**

5.1 The agreement is concluded after the customer:

responded to a quote/offer from Bunker501 via written medium, email or otherwise expressly agreed to the quote/offer; or when a quote/offer was responded to via email and clearly answered with terms such as "I Agree" and similar statements.

physically signed the agreement.

#### **Article 6. Cancellation of the order**

6.1 Orders once placed cannot be cancelled.

#### **Article 7. Prices.**

7.1 All prices stated are inclusive of VAT, unless otherwise stated.

7.2 For the client being a consumer, prices do not include shipping costs, unless otherwise stated.

7.3 Bunker501 reserves the right to change the prices of items at any time.

#### **Article 8. Shipping costs**

8.1 The shipping costs depend on the size of the order, either value or weight, and the location to

which the order is to be shipped.

## **Article 9. Obligations of the customer**

9.1 It is the responsibility of the client to provide Bunker501 with the necessary information as requested/needed by Bunker501 or which the client understands to be necessary to complete the agreement. These should be provided to Bunker501 in a timely manner.

9.2 If for any reason the data provided to Bunker501 is invalid or incorrect, the Client shall be held solely responsible for all risks that may arise from providing incorrect data.

9.3 It is the customer's responsibility to inform Bunker501 of any reasons or circumstances that may arise that may be relevant to the completion of the agreement.

9.4 It is the customer's responsibility to take into account all laws or other applicable regulations applicable in their country. Including, transportation, storage, use or sale, of products is the sole responsibility of the customer.

9.5 All data and information provided by Bunker501 on the suitability or applicability of products are non-binding and do not relieve the client from his obligations to carry out (or have carried out) his own checks and tests.

9.6 Bunker501 assumes that the client will comply with all his legal obligations.

## **Article 10. Execution of the agreement**

10.1 Bunker501 will execute the agreement to the best of its knowledge, ability and craftsmanship.

10.2 Bunker501 reserves the right, in fulfilling the agreement, without notice to the client, to call on third parties, to call on goods of third parties and/or to call on services of third parties and to have the fulfillment carried out in whole or in part by third parties and to charge these costs of third parties to the client.

## **Article 11. Information and advice.**

11.1 Information on processing and application of products, advice, guides and other data are, unless otherwise and agreed by letter, still considered to be without obligation to the best of our knowledge or understanding. The client does not reserve any rights on this and Bunker501 can therefore not be held liable for any damage caused or indirect damage.

## **Article 12. Delivery terms**

12.1 Indications of delivery times are always approximate. Exceeding the given delivery time does not entitle the client to damages or compensation.

12.2 If a delivery exceeds the stated delivery time caused by an event beyond Bunker501's control, as described in article 20 of the Terms and Conditions, the delivery time shall be automatically extended by the period of the event that caused the delivery time to be exceeded.

## **Article 13. Delivery**

13.1 Products will be delivered by Bunker501 to the address specified by the client. Products will be delivered to the front door of the specified address and the client must personally sign for receipt of delivery.

13.2 It is the responsibility of the client to ensure that the delivery can be delivered to the front door at the specified address without any obstacles. If any obstacles are present that impede delivery, delivery will be made at the obstacle.

13.3 Bunker501 reserves the right to ship an order in multiple deliveries, for which shipping costs may be charged separately.

13.4 The customer is obliged to accept the product. If the customer does not accept the product, Bunker501 reserves the right to store the product at the customer's expense and risk. If the customer does not accept the delivery, Bunker501 reserves the right to resell these products to a new customer, for the original customer, when they are notified by mail of the non-accepted delivery, even if the customer has already paid for the products. The customer is obliged to pay the invoice, with the addition of interest, additional costs and possible damages, if the net proceeds of the product turn out to be lower when sold to a third party.

## **Article 14. Compliance and complaints.**

14.1 Bunker501 guarantees that the products it delivers comply with the agreement, the specifications stated in the offer, the reasonable requirements of soundness and/or usability and the government regulations existing on the date of the conclusion of the agreement.

14.2 The customer is obliged to check the products upon delivery. The customer is obliged to check for:

If the quantities of the products are correct

If the products meet the quality and usability requirements for normal use.

14.3 Complaints must be sent to Bunker501 by mail or e-mail as soon as possible after delivery.

14.4 The Customer is obliged to give Bunker501 the opportunity to validate the complaints. Requiring Bunker501 to validate complaints does not mean that Bunker501 acknowledges any damage or defects to a product.

14.5 To validate a complaint, Bunker501 may request a customer to return the product to Bunker501 at Bunker501's expense.

14.6 If a customer proves that the product is subject to valid complaints at the time of delivery, Bunker501 will replace the product or refund the price of the product at the time of the agreement. Liability of Bunker501 is at all times limited to article 19.

14.7 Complaints do not extend the client's payment obligation.

14.8 Products that do not conform to normal colors, quality, shape, weight, etc. including

damages to products subject to improper use by the client do not qualify for complaints.

## **Article 15. Customer service and complaints**

15.1 Questions and/or complaints about the delivery can be directed to Bunker501's customer service. The customer service of Bunker501 can be reached at:

Email address [info@bunker501.nl](mailto:info@bunker501.nl)

Telephone +31 (0) 541 299 073

15.2 Questions raised by telephone will, if possible, be answered immediately. If no answer can be given at that time, the client will be informed when to expect an answer.

15.3 Questions and/or complaints by e-mail that cannot be answered immediately will be confirmed to the client and he will be informed when he can expect an answer.

15.4 Complaints will be handled by Bunker501, if possible, within 30 days.

## **Article 16. Payment**

16.1 Clients can easily pay the full invoice before delivery. This is possible via Ideal or bank transfer. It is also possible to pay 50% in advance of the delivery and 50% at the time of delivery in cash with the courier.

16.2 Companies must pay the full invoice of the delivery in advance, unless otherwise stated in the agreement.

16.3 Under no circumstances can Bunker501 be held liable for any damage suffered by the client if a product is not delivered while the client has not fulfilled his payment obligation.

16.4 Payment must be made within the specified payment period.

16.5 If payment is made after the specified payment period, the customer shall be liable to pay commercial interest in accordance with Article 6:119a of the Dutch Civil Code. If the customer is a consumer, the customer shall owe interest, in accordance with Article 6:119 of the Dutch Civil Code, from the moment the customer has exceeded the payment term. All costs of collection, both judicial and extrajudicial, shall be borne by the customer. If the customer is a company, the extrajudicial interest is set at 15% of the invoice, with a minimum of €100. If the customer is a consumer, extrajudicial interest is set at 15% of the total invoice for the first €2,500, 10% of the invoice for the next €2,500 and 5% of the invoice for the next €5,000, with a minimum of €40.

16.6 In case of liquidation, bankruptcy, seizure or suspension of payment of the client, the claims are immediately recoverable from Bunker501.

16.7 Payment by the Customer must first be made in settlement of all interest, before payment in connection with collection costs. Only after these payments have been met, the client shall make payment for the remainder of the invoice.

## **Article 17. Retention of property for customer as company**

17.1 All products delivered and shipped remain the property of Bunker501 until all invoices to the client have been paid.

17.2 Until the products are the property of the client, the client may not

Pledge the products;

Grant rights to third parties;

Sell the products outside the normal course of business.

17.3 The customer is obliged to keep the products, which have been delivered under retention of title, with due care. The Buyer is obliged to do all that can reasonably be expected to maintain the property of Bunker501.

17.4 If the customer fails to comply with all or part of his obligations to Bunker501, Bunker501 shall in the event of dissolution of the agreement, for whatever reason, be entitled to take back all products under retention of title, without prior notice of default or judicial intervention, this also does not affect Bunker501's full right to claim damages.

17.5 If Bunker501 wishes to exercise its rights, as described in this article, the customer is obliged to provide Bunker501 with access to all locations where Bunker501 products are stored.

17.6 In case of seizure, receivership or bankruptcy, the Customer shall immediately notify Bunker501 and inform the bailiff, curator or administrator of Bunker501's property and rights.

17.7 The provisions of this article are without prejudice to other rights of Bunker501.

## **Article 18. Suspension and termination.**

18.1 Bunker501 reserves the right to suspend the agreement with immediate effect when Bunker501 becomes aware that, given good grounds, given circumstances may lead to the customer not being able to meet his obligations.

18.2 Bunker501 is entitled to terminate the agreement if the customer does not or not fully comply with its obligations under the agreement and if the customer has not responded to a reminder sent. If compliance becomes permanently impossible, a notice may be omitted.

18.3 Bunker501 is further authorized to terminate an agreement if circumstances arise of such a nature that fulfilment of the agreement becomes impossible or can no longer be required by standards of reasonableness and fairness, or if other circumstances arise of such a nature that unaltered maintenance of the agreement can no longer be reasonably expected.

18.4 Bunker501 is entitled to terminate the agreement if the client applies for or is granted suspension of payment, in case of pronounced bankruptcy or a request for such bankruptcy is filed, if the client is unable to pay his debts, proceeds to terminate or liquidate his company, is placed under guardianship, or if a receiver is appointed.

18.5 If Bunker501 proceeds to suspend or dissolve an agreement, Bunker501 can in no way be held liable for damages and costs incurred in any way as a result.

18.6 If the agreement is dissolved or Bunker501 suspends the agreement, the products delivered to the client at the time of dissolution or suspension will be charged to the client, Bunker501 can in no way be held liable for damages and costs in any way. Damages also include loss of sales.

## **Article 19. Liability and limitation**

19.1 Information and services on the website, may contain technical inaccuracies and/or typographical errors. Bunker501 is not liable for such inaccuracies and/or errors.

19.2 Bunker501 can never guarantee that the information on the website is accurate. Bunker501 will make every effort to ensure that the accuracy of these data is as consistent as possible. External influences by e.g. hackers are always possible and can lead to distorted information. Bunker501 is not liable for such distorted information.

19.3 Bunker501 cannot be held liable for any damage that is a direct or indirect result of:

An event that is in fact beyond its control and therefore not attributable to Bunker501, as described in Article 20 of these Terms and Conditions.

Any act or omission of the Client, its subordinates or other persons employed by or on behalf of the Client.

19.4 Bunker501 is not liable for damages of any kind due to Bunker501 having received incorrect or incomplete information from the client.

19.5 Colors appearing on the client's screen may differ from the colors of the actual product. Bunker501 is not liable for such color deviations.

19.6 Bunker501 is not liable for any damages resulting from misuse or improper use of the delivered product. Bunker501 shall not be liable for any damage suffered by the Client due to the Client's failure to properly store, process, package, transport, assemble or install the product.

19.7 Bunker501 shall not be liable for any damage to or loss of data resulting from transmission of the data by telecommunication facilities.

19.8. In no event shall Bunker501 be liable for any damage resulting from or caused by the client using the delivered product for any purpose other than that for which it is intended.

19.9. Bunker501 shall never be liable to pay compensation for consequential damage. Consequential loss shall in any case include: loss of turnover, loss of profit, missed savings, loss of production, loss of profit, business interruption, stagnation damage, damage caused by delay, damage to reputation, environmental damage, fines imposed by the government or indirect damage, irrespective of the cause.

19.10. Should Bunker501 be liable for any loss or damage, Bunker501's liability shall be limited to the amount paid by Bunker501's insurer. If the insurer does not pay out or the damage is not covered by any insurance, the liability of Bunker501 shall be limited to the amount paid by the client for the product to which the liability relates.

19.11. The Customer shall indemnify Bunker501 against third party claims brought against

Bunker501 in respect of the events, acts or omissions for which Bunker501 is not liable pursuant to the foregoing. The client shall first be liable to indemnify Bunker501 for all costs, damages and interest that may arise for Bunker501 as a direct or indirect result of any third party legal action brought against it as referred to in this paragraph.

19.12. Rights of action and other powers of the client on any account whatsoever against Bunker501 shall in any case expire after a period of one year from the moment of occurrence of a fact that the client may exercise those rights and/or powers against Bunker501, on the understanding that the client being a consumer has a limitation period of two years.

9.13. If the client fails to fulfill his contractual obligations or his obligations arising from the law, or fails to do so on time or properly, or commits an unlawful act against Bunker501, the client shall compensate Bunker501 for all damages suffered or incurred by Bunker501.

## **Article 20. Force Majeure**

20.1 Bunker501 is not obliged to fulfill any obligation if she is prevented from doing so due to force majeure. Force majeure includes in any case: weather conditions; theft; fire; floods; landslides; terrorism; impediments by third parties, including those of governments; impediments in transport; strikes; riots, wars or threats of war; loss of or damage to goods in transit thereof; non-delivery or delayed delivery of goods to Bunker501 by its suppliers; import and export restrictions; breakdowns and accidents in Bunker501's business; the setting on fire of means of transport of Bunker501, its supplier or its transports, breakdowns occurring during such transports, becoming involved in accidents thereof; measures of any domestic, foreign or international government.

20.2 Force majeure also includes failure of suppliers of Bunker501.

20.3 In case of force majeure Bunker501 is not liable to pay compensation for any loss as a direct or indirect consequence thereof and is also relieved of its obligation to deliver. It depends on the circumstances of the case whether the suspension of delivery will be total or partial. When the possibility arises to carry out the delivery, whether modified or not, both Bunker501 and the Customer can make use of this possibility.

20.4 If the force majeure situation has lasted longer than two months, both parties have the right to terminate the agreement by written declaration. Products delivered to the client up to the moment of force majeure will be charged to the client.

## **Article 21. Secrecy**

21.1 Both parties are obliged to keep confidential all confidential information they have obtained from each other or from other sources in the context of their agreement. Information is considered confidential if this has been communicated by the other party or if it arises from the nature of the information provided. The party receiving confidential information shall use it only for the purpose for which it was provided.

21.2 If, on the grounds of a statutory provision or a judicial decision, Bunker501 is obliged to provide confidential information to the law or to third parties appointed by the competent court, and Bunker501 cannot in this respect invoke a right to refuse to give evidence, recognized or permitted by law or by the competent court, Bunker501 shall not be held to pay damages or



compensation and the Buyer shall not be entitled to dissolve the contract on the grounds of any loss caused by this.

21.3 Bunker501 processes personal data in accordance with the Personal Data Protection Act.

## **Article 22. Intellectual property rights**

22.1 The client shall respect all intellectual property rights vested in the products delivered by Bunker501.

22.2 Without prior written or electronic consent of Bunker501, the client may not copy, transmit, distribute, reproduce or publish any information, text, logos, trademarks, trade names and images found on the website.

## **Article 23. Applicable law and jurisdiction**

23.1 Any agreement between Bunker501 and the client shall be governed by Dutch law. The applicability of the CISG is excluded.

23.2 All disputes related to agreements between the client and Bunker501 shall be submitted to the competent court in the district in which Bunker501 is established. The client being a consumer has the right to choose the legally competent court within one month after Bunker501 has invoked this article in writing.

## **24. Recordings**

• You have the right to cancel your order up to 14 days after delivery without giving a reason. After cancellation, you have 14 days to return your product. You will then be credited for the total amount, including shipping costs. Only the costs for returning the product to the store are for your own account. If you exercise your right of withdrawal, you must return the product with all accessories and - if reasonably possible - in its original condition and packaging to the entrepreneur. To exercise this right, please contact us at [info@bunker501.nl](mailto:info@bunker501.nl). We will then refund your order within 14 days of registering your return if the product has been returned in good order. •