

GENERAL TERMS AND CONDITIONS OF STOCKABLE B.V.

Located at Baanrots 26, 5282 GB Boxtel, the Netherlands Registered with the Chamber of Commerce under number 91340101

Article 1. Definitions

1. In these general terms and conditions, the following terms are capitalized and have the following meaning, unless a different meaning is assigned elsewhere in the Agreement or general terms and conditions, or an unmistakable different meaning arises from the context:
 - **Stockable:** the private limited liability company Stockable B.V., which operates the Platform and is the user of these general terms and conditions.
 - **Provider:** the natural or legal person, whether represented or not, who offers Products through the use of the Platform.
 - **Recipient:** the natural or legal person, whether represented or not, who purchases Products from Providers through the use of the Platform.
 - **User:** any natural person who uses the Platform in the exercise of a profession or business, including Recipients and Providers.
 - **Agreement:** the agreement between Stockable and the User under which the User has the right to use the Platform.
 - **Purchase Agreement:** the agreement between a Provider and a Recipient regarding the purchase and sale of Products.
 - **Purchase Price:** the amount agreed upon between the Provider and Recipient regarding the purchase and sale of Products.
 - **Products:** high-quality surplus stocks of food and non-food items offered for sale on the Platform by the Provider.
 - **Transaction Fee:** the (variable) fee Users owe to Stockable for each purchase and sale realized through the Platform.
 - **Account:** a collection of data related to a specific User, which can be viewed and modified on the Platform after providing corresponding login details.
 - **Login Details:** a combination of a username, email address, and password used to access an Account.
 - **Content:** all messages, data, information, texts, audio and visual materials, such as photos, videos or music, and other (digital) material.
 - **Platform:** the online or app-based automated system provided by Stockable, which brings supply and demand together and enables Users to enter into Purchase Agreements with each other.
 - **Use:** “use” includes any use of the Platform, including but not limited to uploading, storing (downloading), logging in, retrieving, consulting, reading, viewing, listening, editing, filling in (forms), sending, (temporarily) copying, storing, forwarding, distributing, using services, following links to other websites, and performing legal actions (such as purchasing).

2. "In writing" in these general terms and conditions also includes communication by email and digital (for example, via an online interface) as long as the identity of the sender and the integrity of the content is sufficiently established.

Article 2. Applicability

1. These general terms and conditions apply to the Agreement between Stockable and the Provider, as well as to any use of the Platform, including but not limited to creating an Account and offering or purchasing Products.
2. Any general terms and conditions of the User, by whatever name, are expressly rejected. Deviations from and additions to these conditions are only applicable if and insofar as they have been expressly accepted in writing by Stockable.
3. If Stockable has allowed deviations from these general terms and conditions for a short or longer period of time, whether or not tacitly, this does not affect its right to demand immediate and strict compliance with these conditions. The User cannot derive any rights from the way Stockable applies these conditions.
4. These conditions also apply to all Agreements with Stockable, for the execution of which third parties must be involved.
5. If one or more of the provisions of these general terms and conditions or any other Agreement with Stockable should conflict with a mandatory statutory provision or any applicable legal regulation, the relevant provision will be void and a new, legally permissible and comparable provision determined by Stockable will take its place.

Article 3. Registration

1. To use the Platform, the User must register via the Website.
2. During the registration process, the User must provide, among other things, a valid email address and a password. After the User successfully completes all steps of the online registration process, Stockable will review the application based on the guidelines set for the (capacity of the) User. If Stockable approves the application, the User will receive a confirmation email from Stockable to verify the provided email address.
3. The User is obliged to provide correct, complete, and truthful information and data requested by Stockable during the registration process.
4. Stockable reserves the right at all times to refuse the registration of an Account by a User without giving reasons.

Article 4. Account

1. The Account is personal, non-transferable, and may only be used by the User. Login details provided or received by the User are strictly confidential and must not be shared with third parties.
2. Stockable is not responsible for misuse of Accounts and relies on the person who logs into the Platform using a particular User's Login Details to be that User. The User is responsible for all actions performed from the User's Account, including unauthorized use.
3. The User must notify Stockable if the User suspects that an Account is being misused or if the associated Login Details have fallen into the hands of unauthorized persons.

Article 5. Use of the Platform

1. The User ensures that the information and data the User posts or sends via the Platform is correct, complete, and up-to-date.
2. The User is responsible for the Content they post on the Platform. The User accepts all risks associated with the use of their Content, including reliance on its accuracy, completeness, or usefulness by others, or disclosure of Content that makes the User personally identifiable.
3. By offering Products on the Platform, the Provider declares to be the owner of the Products.
4. The User understands and acknowledges that they may be exposed to information and data on the Platform that may be factually incorrect, offensive, indecent, or otherwise objectionable. The User waives all rights and/or (legal) remedies they may have against Stockable with respect to such information and data.
5. The User is expressly – but not exclusively - prohibited from:
 - a. Offering Products on the Platform that are prohibited by law or whose offering is punishable;
 - b. Closing Purchase Agreements with other Users outside the Platform regarding Products offered on the Platform, in order to avoid Transaction Fees or other costs associated with using the Platform;
 - c. Using the Platform in a way that infringes upon the rights of third parties;
 - d. Using the Platform to spread computer viruses or material with a defamatory, obscene, or threatening nature;
 - e. Using the Platform for the distribution of promotional or advertising material (SPAM) without prior written permission from Stockable, unless the addressee has explicitly requested the transmission thereof;
 - f. Unlawfully using the Platform or the information and/or Content displayed on it;
 - g. Using the Platform in such a way that it is damaged, distorted, interrupted, stopped, overloaded, or otherwise made less efficient;
 - h. Distributing any part or parts of the Platform on any medium without the prior written approval of Stockable;
 - i. Modifying or adapting any part of the Platform and/or the associated systems, programs, services, and/or technology;
 - j. Attempting to circumvent, disable, or otherwise interfere with security-related features of the Platform;
 - k. Using the Platform for commercial applications without the prior written approval of Stockable. This prohibition includes:
 - i. Reselling access to the Platform and/or services of Stockable and Users on another website, particularly with the aim of generating advertising and/or subscription revenue; and/or
 - ii. Further distributing the services offered by Stockable, with the aim of generating income through business activities that are largely similar or comparable to the business activities conducted by Stockable;
 - l. Collecting or gathering (part of) the content of the Platform or (personal) data concerning the Users of the Platform, whether or not by using an automated system.

Article 6. Guidelines for Publishing Content

1. Users have the opportunity to publish Content on the Platform, including when offering Products. When publishing Content, the User must observe certain guidelines. The content of the Content must not:
 - a. Incite criminal acts or acts that can cause harm to third parties;
 - b. Be offensive, insulting, threatening, defamatory, obscene, hateful, hurtful, or discriminatory;
 - c. Be deceptive, misleading, or contain untruths;
 - d. Contain a series of random characters or sequences of words without meaning;
 - e. Contain personal data of third parties who have not explicitly given permission for this;
 - f. Violate copyrights or intellectual property rights of third parties;
 - g. Differ in content from the purpose for which the possibility of publishing the Content is intended;
 - h. Contain email addresses, URLs, phone numbers, hyperlinks, or

personal data, unless explicitly allowed; i. Offer Products without applicable taxes, levies, surcharges, and excise duties; j. Offer Products of which the Provider is not the owner.

2. Stockable has the right to remove or adjust the User's Content if it is demonstrably incorrect or violates these general terms and conditions.

Article 7. Duration of the Agreement

1. The Agreement is entered into for an indefinite period (until cancellation), unless a specific term arises from the Agreement.
2. The Agreement can be terminated in writing by the Provider with a notice period of 1 month, which termination may occur without reasons and explanation. The termination by the Provider is only final once confirmed in writing by Stockable.
3. Any right of use regarding the Platform ends when the Agreement terminates.

Article 8. Formation of the Purchase Agreement

1. Through the Platform, supply and demand are brought together. On one side, Suppliers offer their Products, and on the other side, Customers can purchase the offered Products from the Suppliers.
2. When a Customer wishes to purchase a Product from a Supplier, the Customer must successfully complete all the steps of the online ordering process and make the required payment via the Stockable Platform, unless the Supplier and Customer have agreed that payment will be made through invoice payment.
3. If it has been agreed that the Customer will pay through the online payment system, the Customer will go through all the steps of the online ordering and payment system and provide the requested information and data.
4. Once the Customer has successfully completed all the steps of the online ordering system, a Purchase Agreement is established between the Supplier and the Customer.
5. A Purchase Agreement formed through the Platform is binding for both parties (Supplier and Customer) and cannot be canceled unless the Supplier explicitly states otherwise in the Platform's offer. If the Supplier provides the option to cancel the Purchase Agreement, the cancellation terms of the Supplier apply. Any cancellation of the Purchase Agreement does not affect the obligation to pay the Transaction Fee to Stockable.
6. Suppliers and Customers will make arrangements amongst themselves regarding the delivery method, risk transfer, transportation costs, and the transfer of ownership of the Products.

Article 9. Transaction Fee, Invoicing, and Payment

1. For each realized sale and purchase that takes place via the Platform, the User owes Stockable a Transaction Fee.
2. Stockable and the User make written agreements about the amount of the Transaction Fee. The amount of the Transaction Fee may depend on several factors, including but not limited to the type of Product, the price of the offered Products, the Purchase Price, or the weight of the Products.

3. The Recipient receives a digital invoice via the Platform for the Purchase Agreement of the Products.
4. The agreed Purchase Price with respect to the Purchase Agreement must be paid via Stockable's Platform. The Transaction Fee will be deducted from the Purchase Price paid by the Recipient to the Provider via the Platform.
5. For executing payments, Stockable uses a third party (Payment Service Provider). The Transaction Fees of Stockable are directly deducted from payments by Recipients via the Platform. Therefore, the Provider receives the agreed Purchase Price minus the Transaction Fees of Stockable.
6. If the agreed Transaction Fee is higher than the amount paid by the Recipient to the Provider via the Platform, the Provider will receive an additional invoice from Stockable for the part of the Transaction Fee that could not be deducted from the payment.
7. If the Provider or Recipient for any reason refuses to fulfill (part of) the obligations under the Purchase Agreement or defaults in this regard, both the Provider and the Recipient remain liable to pay the agreed Transaction Fee with respect to the Purchase Agreement to Stockable.

Article 10. Change of Rates Unless expressly agreed otherwise, Stockable has the right to increase the Transaction Fee owed by the Provider and Recipient as of each calendar year based on the CBS index figure (Business Services, index 2015=100). The adjusted rate is calculated by multiplying the current rate by the index figure of the year preceding the year in which the adjustment becomes effective, divided by the index figure of the calendar year preceding the year in which the current rate became effective. If Stockable finds reasons to set the adjusted rate at a higher amount than this calculation would result in, the User is entitled to terminate the Agreement in writing within 14 days of notification, effective from the date the intended rate change takes effect. The User can continue to use the Platform until the termination of the Agreement at the original Transaction Fee.

Article 11. Changes and Maintenance

1. Stockable is allowed to change the Platform at any time and in any way it sees fit. Stockable does not need prior permission from the User to do so.
2. Stockable is also free to shut down or otherwise make inaccessible parts of the Platform.
3. Stockable is entitled to temporarily shut down its Platform and underlying systems for maintenance or to resolve disruptions, without being liable for any damage. Stockable is not obliged to inform the User in advance about this.
4. Stockable will endeavor to offer the Platform 24 hours a day, seven days a week without interruption, but provides no guarantees unless otherwise agreed (for example, through a designated Service Level Agreement (SLA)). Unless otherwise determined in such an SLA, the availability determined in this article applies.
5. Stockable has the right to temporarily shut down its systems, including the Platform or parts thereof, for maintenance, adjustment, or improvement. Stockable will try to schedule such shutdowns outside office hours as much as possible and endeavor to inform the User in advance about the planned shutdown. However, Stockable is never liable for compensation for damage related to such shutdowns.

6. Stockable will endeavor to inform the User about the nature and expected duration of the interruption in case the Platform is unavailable due to malfunctions, maintenance, or other causes.

Article 12. Intellectual Property

1. The Content on the Platform is protected by copyright and may not be stored (except for Content required to view the Platform), reproduced, modified, published, distributed, transmitted, sold, or otherwise transferred or any rights granted thereto without prior written permission from Stockable.
2. By placing Content on the Platform, the User grants Stockable a non-exclusive, perpetual, transferable, irrevocable, and sublicensable right, without any royalty or other compensation, to use, reproduce, adapt, translate, distribute, publish, create derivative works from, and use the Content in all currently known and future media for promotional purposes.
3. Furthermore, the User grants Stockable the right, as a licensee of their Content, to take legal action independently against third parties who infringe on the rights of the Content and against third parties who act unlawfully with respect to the Content, and to claim in such legal proceedings a prohibition, compensation, and/or profit remittance in their own name and title.
4. The User hereby gives Stockable a power of attorney to act on behalf of the User in legal proceedings against third parties who infringe on the User's rights concerning the Content and against third parties who act unlawfully with respect to the Content, in case Stockable cannot act independently against the infringements/unlawful acts mentioned in the previous sentence.

Article 13. Liability of Stockable

1. Stockable is in no case a party to any Purchase Agreement concluded through the Platform between the Provider and Recipient. Stockable brings supply and demand together and acts only as an intermediary (technical internet platform). Stockable's liability is therefore limited to the management and maintenance of the Platform and the underlying system.
2. Stockable is only liable for direct damage resulting from a failure to fulfill the obligations under the Agreement that Stockable has concluded with the User, insofar as this failure can be attributed to Stockable. If Stockable is liable for damage, then the liability is limited to compensation for direct damage and up to a maximum of €500 per case or series of related events.
3. If Stockable is the buying or selling party in a Purchase Agreement, then Stockable's liability is limited to direct damage and at most to the amount of the Purchase Price.
4. Any liability for indirect and/or consequential damage, including suffered loss, lost profit, missed savings, reputational damage, and missed goodwill, is excluded. Furthermore, Stockable is not liable for: a. the quality, quantity, or transport of the Products; b. timely or complete payment by the Recipient; c. (disappointing) performance of the Products offered by the Provider via the Platform; d. any damage suffered by the User as a result of an act or omission of another User, including non-compliance of a User with their contractual obligations under a Purchase Agreement concluded via the Platform. The User who has suffered such damage will hold the User who caused this damage liable.

5. Although Stockable takes great care in the services it offers, including the information and functionality of the Platform, it cannot guarantee their accuracy and completeness. Stockable does not guarantee that the Platform will always be available or function flawlessly and uninterrupted.
6. Decisions based on or arising from information and data on the Platform are at the User's own expense and risk.
7. If the User believes that Stockable has not properly fulfilled the Agreement, they must inform Stockable in writing within 14 days after discovering or reasonably could have discovered the relevant defect. Any claim against Stockable for compensation expires after a period of 12 months from the moment the claim arises.
8. The User is obliged to cooperate with Stockable to enable Stockable to investigate an alleged defect and, if necessary, rectify it within a competent time.
9. The limitation of the scope of liability described in this article does not apply in case of intent or deliberate recklessness of the managers (and managing subordinates) of Stockable.

Article 14. Exclusion of Use

1. Stockable grants the User permission to access and use its Platform and services in accordance with these general terms and conditions. Stockable reserves the right to refuse the User (further) access to the Platform and the Account, or to terminate the User's Account and remove Content posted by the User from the Platform and systems, without being liable for any compensation to the User, if: a. Content posted by the User on the Platform is incorrect, incomplete, outdated, misleading, or violates laws and/or regulations; b. There is a serious suspicion that the User is involved in fraudulent activities and/or there is fraudulent use or misuse of the Platform or underlying systems; c. The User does not comply with the rules set out in these general terms and conditions, including explicitly the guidelines for publishing Content; d. Stockable suspects that an Account is being used by unauthorized persons or when misuse is made of an Account; or e. Other urgent and substantiated reasons necessitate Stockable to do so.
2. Any damage suffered by Stockable as a result of the User's non-compliance with these general terms and conditions will be fully recovered from the User.
3. Stockable is not obligated to remove the User's data or Content posted by the User from its systems after terminating the Account or to continue storing it.

Article 15. Links to Other Websites The Platform of Stockable may contain links to third-party websites. Stockable is in no way responsible for the content of the websites linked to. The placement of links by Stockable or Users on the Platform does not in any way imply an implicit approval of the content of these websites or web pages.

Article 16. Indemnification The User indemnifies Stockable against any claims from third parties, including claims from other Users, who suffer damage in connection with the use of the Platform and for which the cause is attributable to the User. If Stockable is thus addressed by third parties, the User is obliged to assist Stockable both outside and in court and to immediately do everything that may be expected of him in that case. If the User fails to take adequate measures, Stockable is entitled, without a notice of default, to proceed with such measures itself. All costs and damage on the part of Stockable and third parties thereby incurred will be entirely at the expense and risk of the User.

Article 17. Complaints Regarding the Platform

1. Complaints about the operation of the Platform or Content present on it can be reported in writing via email to Stockable: resolve@stockable.nl.
2. Complaints must be reported to Stockable within 30 days after the complaint arises.
3. Stockable endeavors to respond to any complaints within 5 working days and to resolve them satisfactorily within 30 days.
4. Stockable reserves the right not to process complaints that are not submitted in the manner described in paragraph 1 or within the set period.

Article 18. Amendment of General Terms and Conditions

1. Stockable reserves the right to amend these conditions at any time. The amended conditions take effect at the announced time of implementation and also apply to already concluded Agreements. If no time of implementation is communicated, changes against the User become effective as soon as the change is communicated to them.
2. If the User does not wish to accept the amended conditions, the User must stop using the Platform, cancel their Account, and terminate the Agreement with Stockable by the date the amended conditions take effect.

Article 19. Applicable Law and Choice of Forum

1. The use of the Platform as well as any Agreement or Purchase Agreement concluded and to be concluded by Stockable is exclusively subject to Dutch law, regardless of whether the Agreement or Purchase Agreement is wholly or partially executed abroad.
2. In case of interpretation of the content and scope of these general terms and conditions, as well as in case of conflict between the content or interpretation of any translations of these general terms and conditions and the Dutch version, the Dutch text is always decisive.
3. All disputes between Stockable and a User - including those only considered as such by one of the parties - which arise in connection with an Agreement or Purchase Agreement to which these conditions apply in whole or in part, or arising from other agreements that are a result of such an Agreement, will be settled in accordance with the Arbitration Rules of the Dutch Arbitration Institute. The place of arbitration will be 's-Hertogenbosch. The arbitral tribunal will consist of one arbitrator. The arbitrator will be appointed by the parties.