

GENERAL TERMS AND CONDITIONS

Shop Plus Ship B.V.

Attention / Scope of Application

These general terms and conditions apply to the services of Shop Plus Ship B.V. whereby the customer, via the Shop Plus Ship system (website/portal), has products purchased and/or transported. The customer registers, creates an account, and places orders/shipments via the system.

Article 1 – Definitions

1.1 In these general terms and conditions, the following terms are used, in the following meaning, unless expressly indicated otherwise or unless the context indicates otherwise:

- a. **Shop Plus Ship B.V.:** the user of these general terms and conditions: Shop Plus Ship B.V., established in the Netherlands, registered with the Chamber of Commerce under CoC number 91033330;
- b. **customer:** the natural person or legal entity that enters into an agreement with Shop Plus Ship B.V., registers in the Shop Plus Ship system and places one or more orders/shipments;
- c. **agreement:** the agreement between Shop Plus Ship B.V. and the customer that is formed upon registration and the creation of an account in the Shop Plus Ship system, whereby Shop Plus Ship B.V. acts as commission agent/intermediary and undertakes to, on behalf of the customer, procure the purchase of products from one or more suppliers, handle any additional logistics services, and have these products transported to the customer's destination. This agreement is an agreement for services/engagement and not a sales agreement with respect to the products;
- d. **purchase order:** the instruction the customer gives to Shop Plus Ship B.V. with each new order via the Shop Plus Ship system to purchase one or more products selected by the customer from a supplier selected by the customer or to act as commission agent for that purchase;
- e. **authorization to the customer:** the power of attorney/authority that Shop Plus Ship B.V. grants to the customer to – after Shop Plus Ship B.V. has approved the customer-created account and the order – place an order with the supplier on behalf of the customer and pay the purchase price as an advance. Solely for administrative and/or tax purposes, the customer may, when placing the order, also act as authorized representative of Shop Plus Ship B.V., for example when the invoice is issued in the name of Shop Plus Ship B.V. This does not alter the fact that the sales-law relationship for the products lies between the customer and the supplier;

- f. **product**: the product offered by a supplier that the customer wishes to purchase and transport via the Shop Plus Ship system;
- g. **order**: one or more products that the customer wishes to purchase in one instruction via the Shop Plus Ship system, with or without use of the authorization to the customer;
- h. **shipment**: the logistics instruction to Shop Plus Ship B.V. to have one or more products (whether or not from multiple orders) transported and handled;
- i. **supplier**: a recognized Dutch (web)shop of products from whom the products are purchased;
- j. **website**: the website www.shopplusship.nl and the Shop Plus Ship system/portal linked to it, managed by Shop Plus Ship B.V.;
- k. **account**: the customer's personal profile in the Shop Plus Ship system that is linked to the customer's data;
- l. **sales price**: the final price the customer pays to Shop Plus Ship B.V. for the relevant shipment/order, after transport from the supplier, export clearance, transport costs and any additional services, less any (VAT-)amounts already paid by the customer to the supplier that serve as an advance;
- m. **personal data**: data by which a natural person can be identified;
- n. **additional services**: optional supplementary (logistics) services such as VAT reclaim, order inspection, seaworthy and/or efficient packaging, transport insurance and consolidation of orders, if and insofar as offered by Shop Plus Ship B.V. via the system in the options when creating an order;
- o. **delivery address**: the address of Shop Plus Ship B.V. where the order from the supplier must be delivered within opening hours. This address must be entered on the supplier's website in the following manner:
First name: YOUR OWN NAME
Last name: Shop Plus Ship B.V.
Address: Vareseweg 123, 3047 AT Rotterdam;
- p. **opening hours**: the opening hours of the warehouse at the delivery address. These are Monday through Friday from 09:00 till 17:00;
- q. **billing address**: the address that must be stated on the invoice. This address must be entered on the supplier's website in the following manner:
Shop Plus Ship B.V., Vareseweg 123, 3047 AT Rotterdam,
with, if applicable, VAT number: NL865532564B01;
- r. **local agent**: the agent that performs local customs clearance and handling for the customer's order at the customer's destination;
- s. **payment method**: the method of payment the customer can select in the Shop Plus Ship B.V. system/portal. This consists of paying directly (online) or paying upon pickup.

Article 2 – General

2.1 These general terms and conditions apply to the agreement between the customer and Shop Plus Ship B.V. insofar as it concerns shipments that the customer books themselves via the Shop Plus Ship system, and to all work that Shop Plus Ship B.V. performs in that context on behalf of the customer.

2.2 Deviations from these general terms and conditions are only valid if expressly and in writing (including by e-mail) agreed.

2.3 If one or more provisions in these general terms and conditions are void or may be nullified, the remaining provisions remain fully applicable. Shop Plus Ship B.V. and the customer will then consult in order to agree new provisions to replace the void and/or nullified provisions, whereby the purpose and intent of the original provision will be observed as much as possible.

2.4 The services of Shop Plus Ship B.V. consist exclusively of intermediation, payment facilitation, logistics handling and – if chosen by the customer – supplementary services with respect to the products purchased by the customer from suppliers. Shop Plus Ship B.V. does not itself sell products to the customer.

2.5 The services of Shop Plus Ship B.V. are exclusively aimed at customers residing or established outside the European Union. Shop Plus Ship B.V. does not target consumers in the European Union and does not enter into agreements with them.

Article 3 – Offers and prices

3.1 All offers and price indications of Shop Plus Ship B.V. are without obligation, unless expressly stated otherwise.

3.2 Shop Plus Ship B.V. is not bound by prices if there are printing, typesetting, calculation or programming errors in its quotations, mailings, the system, the online calculator or on the website.

3.3 The supplier determines the sales prices of the products. Shop Plus Ship B.V. has no influence on the prices and conditions used by the supplier.

3.4 Calculations shown by Shop Plus Ship B.V. in the system or on the website (for example calculators for transport costs, costs for additional services, import duties and/or other local costs) are indicative only; the customer cannot derive any rights from these.

Article 4 – Formation of the agreement (registration/account)

4.1 The agreement is formed at the moment the customer registers via the website with his or her personal data, creates an account in the Shop Plus Ship system, completes the requested information, accepts these general terms and conditions and completes the registration (for example via e-mail confirmation).

4.2 From the moment the agreement is formed, the customer can use the facilities of the Shop Plus Ship system to create orders/shipments and have them sent to the destination the customer entered in the personal data.

4.3 After completion of registration, the customer cannot unilaterally dissolve or amend the agreement, except insofar as mandatory law permits for consumers. The customer can have their account closed in accordance with the procedure used by Shop Plus Ship B.V.; ongoing instructions remain in force.

4.4 Shop Plus Ship B.V. reserves the right to suspend or terminate an account without stating reasons.

Article 5 – Formation of the purchase order

5.1 The purchase order is formed when the customer, via his account in the Shop Plus Ship system, creates a new order, enters the title, selects the desired modality (air freight or sea freight), enters the number of estimated packages delivered by the supplier, enters the price including VAT with the correct VAT rate, selects any additional services, and upon confirming the order accepts these general terms and conditions and the privacy statement.

5.2 By confirming the order via the system, the customer instructs Shop Plus Ship B.V. to act as commission agent/intermediary with respect to the purchase of the relevant products from the chosen supplier and to arrange the logistics handling and transport.

Article 6 – Formation of the authorization to the customer

6.1 After the customer has created an order in the system, Shop Plus Ship B.V. may approve or reject this order. By approving the order, Shop Plus Ship B.V. grants the customer the authorization to, on behalf of the customer, purchase the relevant products from the supplier and pay the purchase price to the supplier as an advance before the shipment is delivered to the delivery address. To the extent necessary for administrative and/or tax handling, the customer may also act as authorized representative of Shop Plus Ship B.V. (for example when the invoice is issued in the name of Shop Plus Ship B.V.), without Shop Plus Ship B.V. thereby being regarded towards the customer as the seller of the products.

6.2 The authorization is not valid and may not be used if the customer chooses installment payments or “buy now, pay later” with the supplier. The use of such payment methods is not permitted and may result in additional costs for the customer.

6.3 Payments the customer makes to the supplier on the basis of this authorization are considered an advance on the final sales price. The VAT amount already paid by or on behalf of the customer will, insofar as Shop Plus Ship B.V. can deduct this VAT as input VAT and/or receives it back from the Tax Authorities, be deducted when determining the sales price, provided that the VAT amount is stated correctly on the supplier’s invoice, with the correct billing address and (if applicable) the correct VAT number, and the invoice meets the other obligations mentioned in article 8.8. Shop Plus Ship B.V. will make efforts to reclaim the VAT charged by the supplier, but does not guarantee that the Tax Authorities will refund the VAT in whole or in part and, except in the event of intent or willful recklessness, is not liable for the (partial) failure thereof.

6.4 To the extent Shop Plus Ship B.V. instead chooses to order and pay directly from the supplier itself without using the authorization, the relationship between the customer and Shop Plus Ship B.V. remains one of engagement and commission agent/service provider; in that case the customer remains obliged to pay the full sales price to Shop Plus Ship B.V.

Article 7 – Performance of the agreement, purchase order and authorization

7.1 The customer creates an account via the website in the Shop Plus Ship system/portal. Here the customer registers with his or her personal data, after which the customer can use the facilities of the system/portal.

7.2 The customer independently searches for the desired products from suppliers (recognized Dutch suppliers). If the customer wishes to have a product purchased and delivered via Shop Plus Ship B.V. to a destination outside Europe (for example Aruba, Bonaire, Curaçao and Sint Maarten), the customer creates an order/shipment via the system or via the shipping calculator.

7.3 By creating and confirming an order, the customer indicates that he wants a certain product from a certain supplier to be purchased and/or transported using the facilities of Shop Plus Ship B.V. The customer thereby grants the purchase order.

7.4 By approving the order created by the customer, Shop Plus Ship B.V. gives the customer the authorization to purchase the product from the supplier, on behalf of the customer and – insofar as necessary for administrative and/or tax handling – also as authorized representative of Shop Plus Ship B.V., to pay for it before it is delivered to the delivery address and to have it delivered to the delivery address stated by Shop Plus Ship B.V. The customer ensures that the correct delivery address and billing address are entered (see article 7.5).

7.5 During the purchase of the desired products, the customer bears the responsibility that the correct delivery address, billing address and – if applicable – VAT number are entered. In addition, the customer ensures delivery is made within opening hours and that at least the

correct invoice or invoices of the purchase (and any track & trace and/or order confirmation) are uploaded in the system. See article 1 (definitions o, p and q) for the correct addresses and opening hours.

7.6 Shop Plus Ship B.V. receives delivery (by the supplier) of the products within opening hours at the delivery address stated by it, and will then arrange transport to the destinations offered by Shop Plus Ship B.V., any export documentation, export clearance, handling of the additional service(s) chosen by the customer and preparing the documentation so that the local agent can perform customs clearance.

7.7 After Shop Plus Ship B.V. has completed the steps in article 7.6, the customer must, before the order is shipped, select a payment method in the order in the system. The customer chooses between paying in advance online or paying upon pickup of the sales price determined by Shop Plus Ship B.V. The (VAT-)amount already paid by the customer to the supplier will be deducted from the sales price.

7.8 Shop Plus Ship B.V. does not accept orders or shipments containing illegal products, or products related to or originating from the fur industry, nuclear industry, pornography industry or weapons industry (including fireworks), nor hazardous substances or products related to games of chance. Shop Plus Ship B.V. is entitled to refuse such shipments or have them returned or destroyed at the customer's expense.

7.9 A purchase agreement is formed between the customer and the supplier with respect to the products. The customer instructs Shop Plus Ship B.V. to have that purchase agreement formed and/or to place the order with the supplier on behalf of the customer and to facilitate payment to the supplier. In doing so, Shop Plus Ship B.V. does not act as seller of the products, but solely as intermediary and service provider for the benefit of the customer. The fact that the supplier delivers the goods to the delivery address of Shop Plus Ship B.V. and/or that the invoice may be issued in the name of Shop Plus Ship B.V. for the purpose of tax handling (including any VAT refund) does not alter that the sales-law relationship regarding the products lies in the relationship between the customer and the supplier, as also described in article 11.

Article 8 – Transport

8.1 The sales price as invoiced by Shop Plus Ship B.V. includes, unless expressly stated otherwise, the transport costs as specified in the order in the system, including export clearance, export documentation and the additional services performed by Shop Plus Ship B.V. that the customer has selected, and excludes local costs, import duties, customs costs and demurrage costs, as described in article 9.

8.2 The transport costs depend on the choice of transport (air or sea freight) and on the weight and volume of the order. If goods are not properly packaged, have non-standard dimensions (longer than 1 meter) or have a higher volumetric weight than the actual weight, Shop Plus Ship B.V. may charge additional costs.

8.3 Shop Plus Ship B.V. ensures that the shipment is transported from the delivery address in the Netherlands to the local agent of Shop Plus Ship B.V. at the customer's destination (for

example Curaçao, Aruba, Bonaire, Sint Maarten or another destination) via air or sea freight. Shop Plus Ship B.V. may act itself or engage third parties (carriers).

8.4 Any delivery times stated by Shop Plus Ship B.V. in the system, in the calculator or otherwise are indicative. Shop Plus Ship B.V. is dependent on suppliers and carriers (for example PostNL). Exceeding the delivery time never entitles the customer to compensation or dissolution.

8.5 The shipment is delivered by the transport company or by Shop Plus Ship B.V. up to the local agent. After the agency or Shop Plus Ship B.V. has received the shipment and it is ready for pickup, the agency or Shop Plus Ship B.V. will notify the customer by telephone, via WhatsApp, via the system or via e-mail that the shipment is ready.

Additional services; reclaiming VAT, checking the order, seaworthy and/or efficient packaging, transport insurance and consolidating orders

8.6 The products are not standardly:

- included for VAT reclaim;
- checked for contents, quantities and correctness;
- seaworthy and/or efficiently packaged;
- insured against theft or damage;
- Merge with other orders.

8.7 The above additional services are not performed as standard, but only if and insofar as the customer has expressly chosen these additional services via the system, has paid the costs due for them in full and the obligations set per additional service as described below are met.

8.8 If the customer selects the additional service “reclaim VAT” when creating an order in the system, Shop Plus Ship B.V. will, insofar as it can deduct the VAT charged to it by the supplier as input VAT and/or receives it back from the Tax Authorities, offset any VAT amount against the sales price. The VAT offset in the sales price can only be applied by Shop Plus Ship B.V. if:

- the purchase was made from a company in the Netherlands;
- a correct invoice has been uploaded in the system with the corresponding order;
- the invoice includes the correct billing address and, if applicable, the VAT number of Shop Plus Ship B.V.; and
- the VAT amounts and percentages are clearly stated on the invoice.

8.9 If the customer selects the additional service “**check order**” when creating the order, Shop Plus Ship B.V. will, on the basis of the customer’s invoice, check whether the correct product was delivered, whether the correct quantities were delivered, whether there is no damage to the packaging of the product and take a photo of the contents. The customer then has 24 hours after uploading this photo in the system to check the contents. If no message is received within these 24 hours, Shop Plus Ship B.V. assumes the contents are correct. Shop Plus Ship B.V. is not responsible for any errors during this checking process and only gives the customer the opportunity to check the contents. Shop Plus Ship B.V. never checks the operation of the product or damage to the product within the product packaging.

8.10 If the customer selects the additional service “**Seaworthy/efficient packaging**” when creating an order in the system, Shop Plus Ship B.V. will check the adequacy of the packaging applied by the supplier. In that case, Shop Plus Ship B.V. is entitled to unpack the shipment in whole or in part, provide it with new (outer) packaging if necessary and package the shipment in such a way that it is suitable for transport by sea and/or air freight, by means of additional or sturdier packaging. Shop Plus Ship B.V. will make efforts to package the shipment, insofar as reasonably possible, more compactly (with a smaller volume) and safely, provided this does not increase the risk of damage.

8.11 The customer should take into account that seaworthy packaging may also cause the shipment to have a larger volume, which may affect the transport costs ultimately charged. If this additional service is chosen, taking out transport insurance is mandatory. Seaworthy packaging offers no guarantee that the order will arrive without defects or damage.

8.12 The products are not standardly insured against transport damage and theft. Shop Plus Ship B.V. is not liable for transport damage of any kind and not liable for the loss or disappearance of orders. Shop Plus Ship B.V. is not responsible for indirect damage or loss of profit in case of damage or disappearance of the order, as further described in article 13. If damage to the order is discovered upon pickup, this must be reported immediately on site at the local agent to the local agent and to Shop Plus Ship B.V. In case of (suspected) theft during transport, the customer must report it to the competent authorities and inform Shop Plus Ship B.V. without delay. The customer can optionally take out transport insurance against damage and theft as an additional service when creating an order.

8.13 If the customer selects the additional service “**Transport insurance**” when creating an order in the system, Shop Plus Ship B.V. will insure the order against damage and theft during transport from the delivery address up to pickup at the local agent. The invoice value excluding VAT is then insured, together with the costs for transport and the chosen additional services. There is no deductible for the customer. The insurance must be arranged before the shipment is in transit. The customer ensures this by uploading the correct invoice in the system with the order before a payment method is selected and by giving an explicit instruction via selecting the correct option when booking the order. The transport insurance cannot be arranged afterwards, unless Shop Plus Ship B.V. has expressly confirmed this in writing. Upon pickup, it is important to comply with the obligations described in article 8.14. The insurance does not cover any defects of the products as delivered by the supplier.

8.14 For insured orders, after the order has been received at the delivery address specified by Shop Plus Ship B.V., Shop Plus Ship B.V. may open the order, take photos of the received goods and link them to the order in the system. At the moment the customer picks up the order at the local agent or has further forwarding take place, the customer in principle accepts the condition of the goods, except for visible damage reported immediately upon pickup at the local agent, in order to start the claim there. If there is no visible damage, or the shipment can be opened despite visible damage, the customer must, immediately after the local agent hands over the order to the customer, make a clear video while opening the shipment at the local agent’s location. In this video the entire packaging must be clearly visible before opening and then the products coming out of the packaging. This satisfies any requirements of the insurer as much as possible. The insurer may later request additional photos or information.

8.15 If the customer selects the additional service “**Merge orders**” when creating an order in the system, Shop Plus Ship B.V. will consolidate the desired orders. An attempt will be made

to place the products in one outer box or packaging, but it is also possible that multiple parcels are shipped under one order number. The customer is responsible for indicating in the relevant orders in the comment form which order numbers must be consolidated.

Consolidating orders may cause the volume to change and thereby the transport costs.

8.16 The local agent at the customer's destination will carry out customs clearance on the basis of the documentation provided by Shop Plus Ship B.V. The indication of the customs clearance costs and/or other local costs can be calculated in the shipping calculator. The local agent may ask for an identity document when picking up the order or during the start of customs clearance. The costs for customs clearance are not included in the sales price, as described in article 9.

8.17 The order must be picked up within 7 days after the customer has received a message from the local agent or from Shop Plus Ship B.V. via the system, WhatsApp or e-mail that the order is ready for pickup. If this does not happen, additional storage costs may be charged, see article 10.7.

8.18 Shop Plus Ship B.V. does not guarantee that the selected additional services will prevent all damage or detect all deviations. The liability limitations from article 13 remain fully in force.

Article 9 – Import duties and other costs

9.1 The local authorities and/or the local agent impose import duties, levies and/or surcharges on the order that has arrived for the customer at the local agent and that must be paid on site before the order can be handed over by the local agent. These taxes are not included in the sales price for the order or shipment. Only the customer is responsible for paying such taxes. The amount of these taxes is determined by customs. Shop Plus Ship B.V. has no influence on this and cannot be held liable if these taxes are higher than the customer expected or than was estimated on the basis of an indicative calculation in the system or via the calculator.

9.2 Demurrage costs, such as detention charges, charged to the carrier and/or to Shop Plus Ship B.V. with respect to the order, will be passed on to the customer. These costs are not included in the sales price for the order or shipment and will be charged to the customer separately.

9.3 Unexpected customs costs, such as a possible inspection of the container or cargo (for example a Fyco inspection), charged to the carrier or to Shop Plus Ship B.V. with respect to the order or its volume, will be passed on to the customer. These costs are not included in the sales price for the order or shipment and will be charged to the customer separately.

9.4 The customer is responsible for proper delivery to the delivery address within opening hours and is responsible for any costs arising from this.

9.5 Return costs, pickup costs or other costs that Shop Plus Ship B.V. must incur to receive the order from the supplier or to get it back to the supplier, are for the customer's account.

9.6 If the order is picked up later than within the days stated in article 8.17, additional storage costs may be calculated as described in article 10.7.

9.7 Shop Plus Ship B.V. cannot be held liable for the costs the customer must pay pursuant to this article. These costs can never be recovered from Shop Plus Ship B.V.

Article 10 – Invoicing and payment

10.1 The customer must have paid the amount on the supplier's invoice no later than before delivery of the shipment to the delivery address of Shop Plus Ship B.V. Paying the supplier afterwards or in installments by the customer is not permitted and may result in costs for the customer.

10.2 After the shipment has arrived, has been entered into the system, the order has been approved by Shop Plus Ship B.V. and – if applicable – the additional services have been handled, Shop Plus Ship B.V. determines the final sales price and makes the costs clear in an overview to the customer via the system and/or by e-mail.

10.3 In this overview, the sales price is specified and, insofar as the conditions of article 6.3 and 8.8 are met, the amount already paid by or on behalf of the customer to the supplier (VAT advance) is deducted, provided that the VAT amount is stated correctly on the supplier's invoice with the correct billing address and the invoice meets the other obligations mentioned in article 8.8.

10.4 The customer must select a payment method in the system for the remaining amount as described in article 7.7. If the customer chooses “pay now”, the customer pays the sales price online. If the customer chooses “pay upon pickup”, the customer pays the sales price upon pickup of the order at the local agent, before the order is transferred.

10.5 If the sales price in the overview is negative and the customer therefore is owed an amount by Shop Plus Ship B.V., the payment method in the system/portal is automatically set to “pay upon pickup”. This amount will then be offset when paying the local costs.

10.6 Upon pickup at the local agent, the customer pays the local costs and import duties as described in article 9. An indication of this can be calculated in the shipping calculator.

10.7 If the customer does not pay on time and/or does not pick up the order at the local agent within 2 months despite a reminder, Shop Plus Ship B.V. is entitled to charge reasonable storage, management and demurrage costs. In addition, Shop Plus Ship B.V. is entitled – after prior written notice – to sell the goods and use the proceeds to satisfy outstanding invoices and costs. Any positive balance belongs to the customer.

10.8 All judicial and extrajudicial costs incurred by Shop Plus Ship B.V. to collect a claim against the customer are for the customer's account.

Article 11 – Position of Shop Plus Ship B.V., product and warranty

11.1 Shop Plus Ship B.V. acts towards the customer as commission agent/intermediary between the customer and the supplier. Shop Plus Ship B.V. does not sell products to the customer; the purchase agreement for the products is formed exclusively between the customer and the supplier, even when the order is placed by the customer using the authorization and/or the invoice is issued in the name of Shop Plus Ship B.V. for the purpose of administrative and/or tax handling. The ordered products are generally ordered and (as an advance) paid directly from the supplier by the customer, using his account in the system and possibly as authorized representative of Shop Plus Ship B.V. for administrative and/or tax purposes. The supplier delivers the products to the delivery address provided by Shop Plus Ship B.V. to the customer, within the opening hours provided by Shop Plus Ship B.V. to the customer. Shop Plus Ship B.V. then arranges export clearance and documentation, performs any additional services chosen by the customer, arranges transport to the local agent at the customer's destination and ensures that the local agent has all documents to start customs clearance. For questions about the products themselves, including defects, quality, warranty and returns, the customer must contact the supplier.

11.2 Shop Plus Ship B.V. is not responsible for the quality, safety, conformity or suitability of the products. If a product is defective, the customer must contact the relevant supplier.

11.3 Shop Plus Ship B.V. is not liable for products delivered by the supplier, in any manner whatsoever.

11.4 Any warranties run through the supplier and/or manufacturer. If the customer wishes to invoke a warranty, he must follow the supplier's/manufacturer's procedure. Costs of return shipments or redeliveries are for the customer's account.

11.5 If the supplier selected by the customer goes bankrupt, applies for a suspension of payments, turns out to be a fraudster or ceases business operations, Shop Plus Ship B.V. cannot be held liable for non-delivery. Amounts already paid to the supplier cannot be recovered from Shop Plus Ship B.V.

11.6 The fact that Shop Plus Ship B.V. is involved in the ordering, payment and transport process does not mean that Shop Plus Ship B.V. is a party to the purchase agreement for the products or is obliged to take back or (have) replace the products; all claims regarding the products themselves must be asserted by the customer exclusively against the supplier.

Article 12 – Responsibilities of the customer

12.1 The customer warrants that all data provided by him – including name, address, e-mail, telephone number and the information about the orders/shipments in the system – are complete, correct and current.

12.2 The customer must pick up the shipment within 7 days after Shop Plus Ship B.V. or the local agency has reported that the shipment is ready. If the customer does not pick up on time, any fines, storage costs, demurrage and similar costs are entirely for the customer's account. See also article 10.7.

12.3 The customer ensures that he or she can identify himself/herself upon pickup or during customs clearance.

12.4 The customer checks the reliability of the supplier(s) themselves and assesses whether they are able to meet their delivery obligations. See also article 11.5.

12.5 The customer is responsible for the correct use of his account and for all actions performed via his account in the system.

12.6 The customer indemnifies Shop Plus Ship B.V. against claims of third parties (including suppliers, carriers and authorities) that are related to the performance of the agreement and that are (also) the result of acts or omissions of the customer.

12.7 The customer is aware of the correct delivery address, billing address, opening hours and the VAT number of Shop Plus Ship B.V., as stated in article 1 (definitions o, p and q) and in the system.

12.8 The customer is responsible that the supplier delivers the order to the correct delivery address within the correct opening hours. See also article 12.7.

12.9 The customer is responsible that the supplier uses the correct billing address and, if applicable, the correct VAT number, see also article 12.7.

12.10 The purchase agreement(s) between the customer and the supplier are subject to the supplier's terms and conditions, also if the customer uses the authorization when placing the order and (also) acts as authorized representative of Shop Plus Ship B.V. These terms and conditions can generally be found on the supplier's website. The customer is responsible for familiarizing themselves, before placing an order, with the supplier's terms and conditions and the rights and obligations arising therefrom.

12.11 The customer is obliged as soon as possible, but no later than within 7 days after the order has been received in the warehouse of Shop Plus Ship B.V., to upload a copy of the invoice of the relevant order via the Shop Plus Ship system/portal of Shop Plus Ship B.V.

If the customer does not comply with this obligation within this period, Shop Plus Ship B.V. is entitled (unless Shop Plus Ship B.V. states otherwise in writing) to:

- suspend further processing and/or transport of the shipment; and
- charge storage costs for the period the shipment remains in the warehouse of Shop Plus Ship B.V.,

all in accordance with the rates applicable at that time or as otherwise agreed with the customer in writing.

If the customer, despite a reminder, for a period of two (2) months after receipt of the order in the warehouse of Shop Plus Ship B.V., does not provide an invoice and/or does not have the shipment released or picked up, Shop Plus Ship B.V. is entitled, insofar as legally permitted, to sell the relevant goods. The proceeds of that sale will first be used to satisfy the outstanding storage costs, any other costs linked to the shipment and (if applicable) outstanding claims of Shop Plus Ship B.V. against the customer. Any remaining amount will, after deduction of the

aforementioned costs, be paid out to the customer. Shop Plus Ship B.V. is not liable for a lower sale proceeds than the value the customer attributes to the goods.

Article 13 – Liability and limitation period

13.1 Shop Plus Ship B.V. is not obliged to pay compensation for damage that is (in)directly the result of any act or omission of the customer.

13.2 Shop Plus Ship B.V. is not liable for damage that is (also) the result of incorrect or incomplete data provided by or on behalf of the customer.

13.3 Shop Plus Ship B.V. is only liable for damage if the customer demonstrates that the damage is the direct result of an attributable breach (fault or negligence) of Shop Plus Ship B.V. or of its subordinates.

13.4 Information and services on the website and in the system may contain technical inaccuracies or typographical errors. Shop Plus Ship B.V. cannot guarantee that all data are complete and correct at all times and is not liable for damage as a result of such errors.

13.5 Shop Plus Ship B.V. makes efforts to keep the website and the system as secure and current as possible. External influences (for example hacking or changes at customs) may however lead to disrupted or changed data. Shop Plus Ship B.V. is not liable for damage arising from such disruptions.

13.6 The customer acknowledges that Shop Plus Ship B.V. only acts as commission agent/intermediary and not as producer or seller of the products. Shop Plus Ship B.V. is not liable for acts, errors, omissions, statements, warranties, delays, breaches or defaults of suppliers.

13.7 Shop Plus Ship B.V. is not liable for inaccuracies, incompleteness or misleading information in product descriptions, photos or other content provided by suppliers.

13.8 Shop Plus Ship B.V. is never liable for indirect damage or consequential damage, including lost profits, missed savings, reputational damage or business damage.

13.9 If and insofar as, despite the foregoing provisions, liability of Shop Plus Ship B.V. nevertheless exists, such liability is limited to the invoice amount of the relevant shipment (excluding VAT).

13.10 Shop Plus Ship B.V. is not liable for any delay, additional costs or damage that directly or indirectly results from the customer's failure to provide the invoice (in time).

13.11 Shop Plus Ship B.V. is not liable for any damage, costs or other adverse consequences that (directly or indirectly) result from delays, errors or omissions of government agencies (such as customs and other competent authorities) and/or other third parties (such as shipping lines, airlines, terminals, local agents and carriers) that Shop Plus Ship B.V. uses or must use in performing the agreement, unless the damage is the direct result of intent or willful recklessness of Shop Plus Ship B.V.

13.12 Rights of claim and other powers of the customer against Shop Plus Ship B.V. lapse no later than one year after the customer became aware or reasonably should have become aware of the damage-causing fact.

Article 14 – Suspension and dissolution

14.1 Shop Plus Ship B.V. is authorized to suspend the performance of its obligations or to dissolve the agreement (in whole or in part) if:

- a. the customer does not, does not properly or does not timely fulfill his obligations under the agreement;
- b. after the agreement is concluded, circumstances become known that give good reason to fear that the customer will not fulfill his obligations;
- c. the customer requests, or is confronted with, bankruptcy, suspension of payments, debt restructuring, liquidation or discontinuation of his business, placement under guardianship or appointment of an administrator or trustee.

14.2 Shop Plus Ship B.V. is furthermore authorized to dissolve the agreement if circumstances arise that make performance impossible or that, by standards of reasonableness and fairness, can no longer be required of Shop Plus Ship B.V.

14.3 Shop Plus Ship B.V. is authorized to dissolve the agreement if the customer requests a suspension of payments or such is granted to the customer, if the customer is declared bankrupt or a request thereto is filed, if the customer is unable to pay his debts, proceeds to terminate or liquidate his business, is placed under guardianship or if an administrator or trustee is appointed.

14.4 In case of suspension or dissolution by Shop Plus Ship B.V., Shop Plus Ship B.V. retains the right to compensation for damages suffered and costs incurred by it.

Article 15 – Confidentiality

15.1 Shop Plus Ship B.V. and the customer are obliged to keep confidential all confidential information they obtain from each other in the context of the agreement. Information is confidential if indicated as such by a party or if this follows from the nature of the information.

15.2 Confidential information is used solely for the purpose for which it was provided.

Article 16 – Force majeure

16.1 Shop Plus Ship B.V. cannot be held liable for failure or partial failure to fulfill its obligations towards the customer if there is force majeure. Force majeure includes in any

event: the temporary unavailability or insufficient availability of hardware, software and/or internet or other telecommunications connections necessary for performing the agreement; impediments by third parties, including governments; impediments in transport, such as extreme weather conditions; total or partial strikes; riots, wars or threat of war, both in the Netherlands and in countries of origin or destination of the products, or countries from which, in which or to which the order or shipment is en route; loss or damage of products during transport; failure or late delivery by suppliers; export and import bans; fires, malfunctions and accidents in the business of the supplier, the engaged carrier or other engaged third parties; burning of means of transport of the engaged carrier, malfunctions thereof or involvement in accidents; the imposition of levies or other measures by the government that bring about changes in factual circumstances.

16.2 In case of force majeure, the obligations of Shop Plus Ship B.V. are suspended as long as the force majeure continues. If this situation lasts longer than 90 days, both parties are entitled to dissolve the agreement in writing, without any compensation being due by either party.

Article 17 – Intellectual property rights

17.1 The texts, photos, images, (data)bases, trade and domain names, trademarks and logos on the website and in the system are protected by intellectual property rights and belong to Shop Plus Ship B.V. or to the suppliers. It is strictly prohibited, without prior permission of Shop Plus Ship B.V., to store the information on the website or in the system (except for the information needed to view the website), reproduce, modify, publish, distribute, transmit, sell or otherwise transfer it or grant any rights to it to third parties.

Article 18 – Responsibility for links

18.1 The website contains links to websites of suppliers and/or other third parties. These websites are not managed by Shop Plus Ship B.V. Shop Plus Ship B.V. cannot exercise permanent control over these websites, nor accept any responsibility regarding their content. Shop Plus Ship B.V. cannot be held liable for this content.

Article 19 – Applicable law and competent court

19.1 Dutch law applies to the agreement between the customer and Shop Plus Ship B.V.

19.2 All disputes between the customer and Shop Plus Ship B.V. will be exclusively adjudicated by the competent court in the Netherlands within whose jurisdiction the registered office of Shop Plus Ship B.V. is located. The customer who is a natural person (consumer) has one month after Shop Plus Ship B.V. has invoked this clause against the customer in writing to choose to have the dispute resolved by the court competent under the law.