

General Terms and Conditions

Bellezi Beauty Equipment

Article 1. Definitions

- 1.1. In these General Terms and Conditions, the following terms are given the following meaning, unless explicitly stated otherwise or if the context indicates otherwise:
 - a. Bellezi: the user of these General Terms and Conditions: Bellezi Beauty Equipment with its registered office at Sluisstraat 3 in Delden, registered in the Trade Register of the Chamber of Commerce under Chamber of Commerce number 08198384;
 - b. agreement: the agreement between Bellezi and the customer;
 - c. customer: the legal entity or natural person acting in the performance of his profession or business that orders one or more products from Bellezi;
 - d. product: the product supplied by Bellezi;
 - e. website: the website www.bellezi.com managed by Bellezi and where products can be ordered;
 - f. location: the location at which Bellezi, on behalf of the customer, installs or is required to install the product.

Article 2. General

- 2.1. These General Terms and Conditions apply to any agreement between Bellezi and the customer.
- 2.2. Any deviations from these General Terms and Conditions shall be valid only if expressly agreed in writing or by e-mail.
- 2.3. Applicability of any purchase terms or other terms and conditions of the customer are expressly rejected.
- 2.4. If one or several provisions of these General Terms and Conditions are invalid or nullified, the remaining provisions of these General Terms and Conditions shall remain in full force. The invalid or nullified provisions will be replaced by Bellezi, taking into account as much as possible the purpose and intent of the original provision(s).
- 2.5. If Bellezi does not demand strict compliance with these General Terms and Conditions, this shall not mean that said provisions do not apply, or that Bellezi would lose the right to demand strict compliance with the provisions of these General Terms and Conditions in other cases.

Article 3. Offer

- 3.1. The offer of Bellezi is non-binding.
- 3.2. Obvious mistakes or errors on the website or in offers, email messages and other publications of Bellezi shall not bind Bellezi.
- 3.3. The product range offered on the website may be changed.
- 3.4. Prices do not automatically apply to future orders.

Article 4. Terms of Use

- 4.1. When using the website, the customer shall act in accordance with what may be expected from a responsible and careful internet user.
- 4.2. The customer is not allowed to bypass or hack security applications on the website.
- 4.3. The customer is not permitted to use the website in such a manner that the correct functioning of Bellezi's or third party's computer systems is affected or that other users of the website are hindered or obstructed as a result.

Article 5. Prices

- 5.1. The prices of the products stated are exclusive of VAT installation costs.
- 5.2. The prices stated include transport costs, provided that it concerns pallet transport within the EU.
- 5.3. Bellezi has the right to adjust its prices from time to time.

Article 6. Conclusion of the agreement

- 6.1. The agreement shall be concluded once:
 - a. the customer has successfully completed the entire ordering process via the website;
 - b. the customer has signed the order form or offer and returned it to Bellezi;

- c. the customer has expressly agreed to Bellezi's offer in any other manner.
- 6.2. The agreement may only be concluded via the website after the customer has clicked on the button to agree to these General Terms and Conditions during the ordering process.
- 6.3. After the agreement has been concluded via the website, Bellezi will send a confirmation email to the customer without delay. This confirmation email contains the order number and other details of the customer's order. If the customer has not received a confirmation email from Bellezi, the customer shall contact Bellezi.
- 6.4. Orders placed via the website are not subject to the right of withdrawal as the products are not sold to consumers.
- 6.5. Placed orders cannot be cancelled.

Article 7. Account

- 7.1. The customer can create an account on the website.
- 7.2. The customer shall at all times be responsible for his account on the website and login details. The customer shall carefully safeguard his login details. Bellezi cannot be held liable for any unauthorised use of the customer's login details by third parties. If the customer discovers that an unauthorised third party is using his account, the customer must inform Bellezi as soon as possible.

Article 8. Payment

- 8.1. Customer can pay for the products ordered via the website in the following ways:
 - a. iDEAL;
 - b. Credit Card;
 - c. Bancontact;
 - d. Sofort;
 - e. SEPA;
 - f. Paypal.
- 8.2. Bellezi has implemented appropriate security measures to ensure that electronic payment via the website is secure.
- 8.3. If Bellezi does not organise the transport of the order, or if the customer has ordered a product that is produced according to the customer's specifications (customised), invoicing shall be in advance. In such a case, Bellezi will start to perform the agreement once payment has been received.
- 8.4. If Bellezi organises the transport of the order, the order must be paid for upon delivery by debit card, cash or bank transfer.

Article 9. Delivery

- 9.1. Bellezi will take the greatest possible care in receiving and executing orders.
- 9.2. The order will be delivered to the address provided by the customer, unless the customer notifies Bellezi at the conclusion of the agreement that he will collect the order from Bellezi.
- 9.3. Specified delivery dates will never be regarded as strict deadlines. Merely exceeding the specified delivery date does not cause Bellezi to be in default. Exceeding a delivery date shall not entitle the customer to dissolve the agreement or to claim damages or any other form of compensation.
- 9.4. The customer is obliged to accept delivery of the products. If the customer refuses to take delivery, Bellezi shall be entitled to store the products at the expense and risk of the customer.
- 9.5. The customer is responsible for all import duties, customs formalities and taxes in respect of the product.
- 9.6. If Bellezi does not install the product, delivery will take place to the customer's front door, unless the front door is not easily accessible due to one or more obstacles, such as, but not limited to, stairs, narrow bridge or narrow gate. In such a case, the product is delivered up to the obstacle.

Article 10. Obligations of the customer

- 10.1. The customer is responsible for ensuring that all information provided to Bellezi at the time of the conclusion of the agreement is correct and complete.
- 10.2. If the information provided by the customer is incomplete and/or incorrect, this shall be entirely at the expense and risk of the customer.

- 10.3. The customer is obliged to use the delivered product only in accordance with the technical specifications and/or instructions for use of the product. The customer is responsible for the use and correct application of the product.

Article 11. Installation

- 11.1. If Bellezi installs the product on behalf of the customer, the customer must ensure that:
- a. the location has been sufficiently cleared;
 - b. the location is accessible for Bellezi's means of transport;
 - c. Bellezi can carry out installation operations without interference;
 - d. power is available at the location.
- 11.2. An appointment is made with the customer for the installation. If Bellezi is not granted access to the location at the time of the appointment and a new appointment for the installation has to be made, Bellezi shall have the right to charge the customer the additional resulting costs it has had to incur, such as travel costs.
- 11.3. If the location does not have the properties that were communicated to Bellezi upon conclusion of the agreement, resulting in the installation requiring more time than Bellezi had assumed, for example because the product must be dismantled on location prior to installation, any additional (labour) costs Bellezi must incur as a result will be charged to the customer. This is the case, among other things, if the product is not to be installed on the ground floor and this was not made known to Bellezi upon conclusion of the agreement.

Article 12. Retention of title

- 12.1. All products delivered and yet to be delivered shall remain Bellezi's sole property until all claims that Bellezi has or will obtain against the customer have been paid in full.
- 12.2. As long as ownership of the products has not been transferred to the customer, the customer may not:
- a. pledge the products;
 - b. grant third parties any other right to the products;
 - c. resell the products outside its normal course of business.
- 12.3. The customer is authorised to resell the products delivered subject to retention of title within the scope of normal business operations, unless Bellezi has given notice in writing or by e-mail that the customer must immediately make these products available to Bellezi.
- 12.4. The customer is obliged to store the goods delivered under retention of title with the necessary care and as the recognisable property of Bellezi. The customer shall always do all that can be reasonably expected to secure the proprietary rights of the Bellezi.
- 12.5. If the customer does not or not fully fulfil his obligations towards Bellezi and in case of dissolution of the agreement, for whatever reason, Bellezi shall be entitled to take back all products subject to the retention of title without prior notice of default or judicial intervention, without prejudice to Bellezi's right to full compensation.
- 12.6. If Bellezi wishes to exercise its right, as set out in this article, the customer shall be obliged to grant Bellezi access to all locations where Bellezi's products are located.
- 12.7. In the event of attachment, suspension of payment or bankruptcy, the customer shall immediately inform Bellezi thereof and inform the bailiff carrying out the attachment, the administrator or the liquidator of Bellezi's (property) rights.
- 12.8. The provisions of this article shall not affect the other rights to which Bellezi is entitled.

Article 13. Complaints and warranty

- 13.1. The customer is obliged to inspect the delivered products immediately upon delivery. The customer shall particularly check:
- a. whether the correct products have been delivered;
 - b. whether the correct number of products has been delivered.
- 13.2. Complaints regarding the delivered order shall be notified to Bellezi as soon as possible following delivery.
- 13.3. A warranty of 2 years is given on the delivered products. If necessary, the customer may purchase extended warranty.
- 13.4. The invoice is the warranty certificate.
- 13.5. If Bellezi accepts the customer's warranty claim, Bellezi will send a replacement part to the customer or carry out repair work on the product.

- 13.6. The covering of the product must be cleaned using the cleaning agent provided and communicated to the customer. If the covering has not been cleaned with this cleaning agent, the warranty on the covering shall lapse.
- 13.7. Complaints about the delivered product will not be (further) considered and a warranty claim will not be accepted by Bellezi if:
- a. defects are the result of improper use;
 - b. the product has not been installed or has not been properly installed by the customer or a third party;
 - c. the product is not used in accordance with the agreed intended use and, in the absence thereof, the usual intended use;
 - d. the customer and/or third parties have carried out work and/or modifications and/or repairs to the product;
 - e. the product has not been used in accordance with the instructions for use or the technical specifications;
 - f. damage to the product has been caused by external circumstances such as water damage, destruction, smoke, dirt and fire;
 - g. defects are the result of components and/or products not supplied by Bellezi.
- 13.8. Carrying out repair work or replacing a part does not extend the warranty period.
- 13.9. If there is a defect resulting from one of the situations listed in article 13.7, and Bellezi supplies a replacement part or carries out repair work, the related costs shall be charged to the customer.

Article 14. Liability and prescription

- 14.1. Bellezi cannot be held liable for any damage that is a direct or indirect consequence of:
- a. an event that is in fact beyond its control and therefore cannot be attributed to its actions and/or omissions, such as those set out in article 15;
 - b. any act or omission by the customer, his subordinates or other persons who have been engaged by or on behalf of the customer.
- 14.2. Bellezi is not liable for any damage caused by temporary unavailability of the ordering options, inaccessibility or removal of its website due to maintenance or otherwise.
- 14.3. The colours displayed on the customer's screen may differ from the actual colours of the product. Bellezi is not liable for any such colour deviations.
- 14.4. Under all circumstances, the customer shall be responsible for the accuracy and completeness of the data he has provided. Bellezi shall never be liable for any damage that is caused or partly caused by incorrect and/or incomplete information provided by the customer. The customer shall indemnify Bellezi against all claims in this respect.
- 14.5. Bellezi shall not be liable for any damage whatsoever resulting from incorrect or improper use of the products, from use of the products that contradicts the operating instructions or the instructions for use, from incorrect or improper maintenance or cleaning of the products or from failure to carry out the required checks, whether late or improperly.
- 14.6. Bellezi will not be liable for any damage if the customer or a third party has made unauthorised changes to the product.
- 14.7. Under no circumstances will Bellezi be liable for any damage arising from or caused by the use of the delivered product for any purpose other than that for which it is intended.
- 14.8. If Bellezi has not installed the product for the customer, Bellezi cannot be held liable for any damage caused by the failure or improper installation of the product by the customer or a third party.
- 14.9. Bellezi shall not be liable for damage, such as personal injury, damage to property or damage to third parties, resulting from the use of the product. The customer shall at all times be responsible for ensuring that he and/or a third party handles the product with care. The use of the product is entirely at the risk of the customer.
- 14.10. Bellezi shall not be liable for any mutilation or loss of data resulting from transmission of the data by means of telecommunication facilities.
- 14.11. Bellezi shall never be obliged to pay compensation for consequential damages. In any event, the following shall be considered consequential damage: lost sales, lost profits, missed savings, trading loss, business interruption, stagnation damage, damage caused by delay, damage to reputation, environmental damage, fines imposed and indirect damage, irrespective of their origin.
- 14.12. If Bellezi were liable for any damage whatsoever, Bellezi's liability shall be limited to the amount of the payment made by the insurer of Bellezi. If in any case the insurer declines to

pay out or the damage is not covered by the insurance, Bellezi's liability shall be limited to the amount paid by the customer for the product to which the liability relates.

- 14.13. Claim rights and other authorisations of the customer on any grounds whatsoever against Bellezi shall in any event lapse after expiry of 1 year from the moment a fact occurs for which the customer may use these rights and/or authorisations against Bellezi.

Article 15. Force Majeure

- 15.1. Bellezi is not obliged to perform one or more obligations under the agreement or to pay compensation in the event of force majeure. Force majeure, in addition to the meaning in the law and case law, shall mean, inter alia, all external causes, foreseen or unforeseen, that Bellezi cannot have any influence on, but due to which Bellezi is unable to comply with its obligations. In any event, force majeure shall be understood to mean: weather influences; theft; power and internet failure; viral infection or computer intrusion by third parties; floods, landslides and other natural disasters; terrorism; obstacles by third parties, including those of governments; obstacles in transport; strikes; riots, wars or war threats; loss of or damage to products during transport; export and import bans; fires, malfunctions and accidents in the company of Bellezi; the burning of means of transport from Bellezi or the transport company that has been engaged, the occurrence of malfunctions in the means of transport, and the involvement in the event of an accident with these; government measures.
- 15.2. Force majeure shall also include a non-attributable shortcoming on the part of Bellezi's supplier.

Article 16. Suspension and dissolution

- 16.1. Bellezi shall be entitled to suspend the performance of the agreement with immediate effect if, following conclusion of the agreement, Bellezi has become aware of circumstances giving Bellezi good reason to fear that the customer will not fulfil its obligations.
- 16.2. Bellezi shall be authorised to dissolve the agreement if the customer does not or not fully comply with the obligations under the agreement and the customer has failed to comply with a notice of default sent. A notice of default is not required if compliance is permanently impossible.
- 16.3. Furthermore, Bellezi shall be authorised to dissolve the agreement or have it dissolved, if circumstances arise of such a nature that performance of the agreement is impossible or that it can no longer be expected in accordance with the standards of reasonableness and fairness, or if other circumstances arise of such a nature that the unaltered maintenance of the agreement may not be expected in all reasonableness.
- 16.4. Bellezi is authorised to dissolve the agreement if the customer requests suspension of payments or if it is granted to the customer, if the customer is declared bankrupt or has applied for bankruptcy, if the customer is unable to pay his debts, if the customer terminates or ceases trading, if the customer is placed under guardianship, or if an administrator is appointed.
- 16.5. If Bellezi decides to suspend or dissolve the agreement, it shall not be held liable for damages and resulting costs incurred in any way.

Article 17. Customer service

- 17.1. For questions about the order or filing a complaint, customers can contact the Bellezi customer service department. The Bellezi customer service can be contacted:
- a. Via email: info@bellezi.com
 - b. By telephone: +31 (0)74-3766351 (08:00 to 22:00 hours)
 - c. Via WhatsApp: +31 (0)6-29331428 (08:00 to 22:00 hours)

Article 18. Confidentiality

- 18.1. Both parties are bound to secrecy with respect to all confidential information they may have acquired from each other or from any other source within the scope of this agreement. Information is deemed to be confidential if this is communicated by the other party, or if its confidentiality arises from the nature of the information. The party receiving the confidential information shall only use it for the purpose for which it was provided.
- 18.2. If, on the basis of a legal provision or a judgement of a court of law, Bellezi is obliged to disclose confidential information to any third parties designated by the law or a competent court of law, and Bellezi cannot rely on a relevant right to refuse, whether legal or recognised or permitted by the competent judge, Bellezi shall not be liable for damages or compensation

and the customer shall not be entitled to dissolve the agreement on the basis of any damage caused by this disclosure.

Article 19. Privacy

19.1. Bellezi processes personal data in accordance with its privacy statement on the website.

Article 20. Applicable law and competent court

20.1. The agreement between Bellezi and the customer is governed by Dutch law. The provisions of the Vienna Sales Convention do not apply.

20.2. All disputes regarding agreements between the customer and Bellezi shall be submitted to the competent court in the district where Bellezi has its registered office.