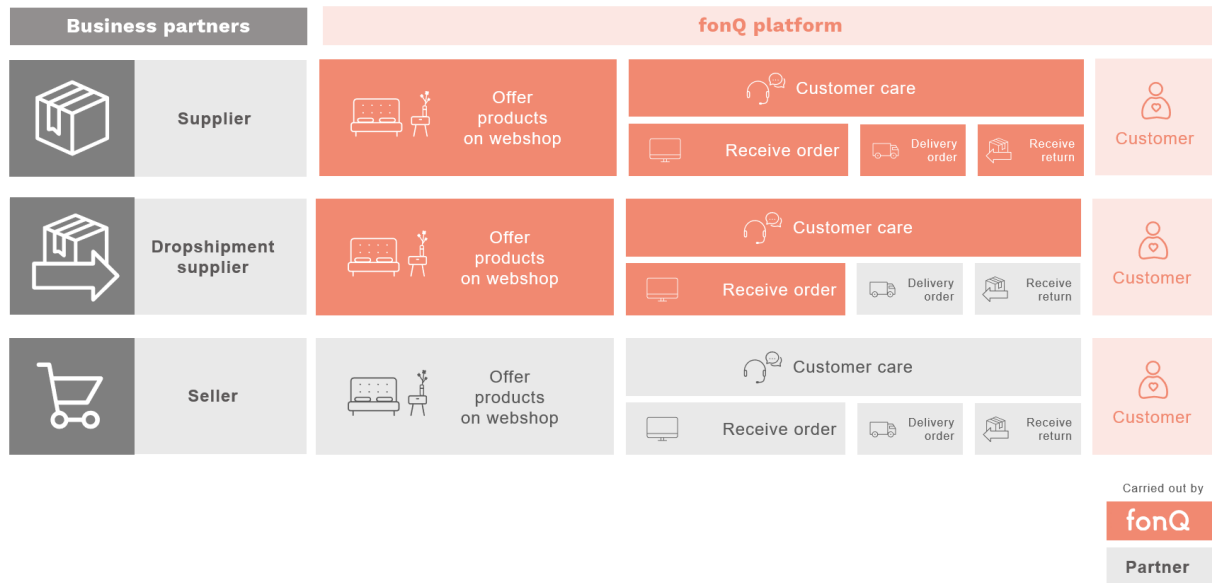


Doing business with fonQ

General Partner Conditions

Whom are these General Partner Conditions applicable to?

In these General Partner Conditions, by “fonQ”, “we” or “us” or “our” we refer to the enterprise fonQ.nl B.V. Wherever we refer in these General Partner Conditions to “you”, “your” or “partner”, we thereby intend the entity selling a product to or via us.



Suppliers

To suppliers from whom fonQ purchases products to subsequently sell and deliver them itself via its web shop (see the diagram above), chapters 1 through 5, 7 and 8 of these General Partner Conditions apply.

Drop shipment suppliers

To drop shipment suppliers whose products are sold by fonQ via its web shop and whereby those products subsequently are delivered by the supplier directly to the customers of fonQ (drop shipment) (see the diagram above), chapters 1, 2, 3, 6, 7, and 8 of these General Partner Conditions apply.

Vendors

To vendors who sell and deliver their own products to customers via the fonQ's marketplace (see the diagram above), chapters 7 through 9 of these General Partner Conditions apply. In case of contradictions between what is established in chapter 9 on the one hand and what is established in chapters 7 and 8 on the other, what is established in chapter 9 prevails.

Derogations to these General Partner Conditions may be made but are only valid if expressly established between you and fonQ in writing.

The applicability of any possible terms and conditions of the partner, however these are described, is expressly excluded.

If any provision of an agreement we have concluded with you deviates from any provision stipulated in the present General Partner Conditions, the provisions of that agreement prevail.



Contents

- 1. Contact information 3
- 2. Finance/Invoicing..... 4
- 3. Content..... 5
- 4. Supply chain..... 6
 - Purchases 6
 - Delivery and returns 7
 - Aftersales 8
- 5. Logistics..... 9
 - Delivery notification..... 9
 - Delivery and packaging..... 9
 - Expectations items 12
- 6. Drop shipment..... 15
 - Delivery terms..... 15
 - Processing of orders 15
- 7. Advertising..... 16
- 8. Miscellaneous 18
- 9. Marketplace seller..... 21



1. Contact information

Visiting and mailing address office & showroom

Reactorweg 53, 3542 AD, Utrecht, the Netherlands

fonQ distribution centre

Atoomweg 54, 3542 AB, Utrecht, the Netherlands

Inbound

Opening hours: Mondays to Fridays: 8.00 AM to 4.00 PM

E-mail: inslag@fonq.nl

Phone: +31 (0)30 760 41 52

Returns

Opening hours: Mondays to Fridays: 8.30 AM to 4.00 PM

E-mail: retourensupplierSuppliers@fonq.nl

Phone: +31 (0)30 241 61 60

Accounts Payable

Invoices: invoices@fonq.nl

E-mail: accountspayable@fonq.nl

Phone: +31 (0)30 760 76 90

Demand planning

Confirmation orders / deliveries:

Garden and Balcony orderstuin@fonq.nl

Home and furniture orderswonen@fonq.nl

Household, Cooking and Dining orderskokenhuishouden@fonq.nl

Bed, bath, and accessories ordersbedbadenaccessoires@fonq.nl

Information

<https://partners.fonq.nl/>

<https://nieuws.fonq.nl/>



2. Finance/Invoicing

- 2.1 Valid invoices** Your invoices must meet the requirements as established in the law on sales tax 'Wet OB 1968'
- 2.2 Ascription** Your invoices must be ascribed to fonq.nl BV, Reactorweg 53, 3542 AD Utrecht, the Netherlands
- 2.3 Submittal** You must preferably send your invoices to us via EDI. If this is not possible, you can send the invoice digitally to invoices@fonq.nl
- 2.4 Mailing** You should send a single invoice per pdf. In case multiple invoices are submitted in a single pdf, these invoices are not taken under advisement by us
- 2.5 Purchase order number** You must state the purchase order number on the invoice
- 2.6 Purchase orders** You must send us an invoice per purchase order. In case you invoice several purchase orders simultaneously, the relevant invoice will not be taken under advisement by us
- 2.7 Price changes** Price changes can occur no more often than twice a year and must be provided at least one month in advance via an EDI connection or our supply chain portal and must be approved by the Category manager.
- 2.8 Purchase prices** The purchase prices may not deviate from the prices from the most recent pricelist (with the exception of promotions and/or offers)
- 2.9 Net purchase prices** You must indicate the established net prices (gross-discount=net) of products on your invoice. Net purchase prices are paid pursuant to incoterm DDP
- 2.10 Item numbers** You must state the relevant item numbers (of fonQ) or the order codes on your invoice
- 2.11 Quantities** Products invoiced by you must correspond with the relevant purchase order (confirmation). In case of a deficit on a delivery, you must credit the deficit within 14 days. If crediting has not occurred within 14 days, fonQ has the right to deduct the differences itself from the invoice of the associated purchase order.
- 2.12 Sorting of invoices** You must sort the items by item number (alphabetically and/or ascendingly) on your invoice.
- 2.13 Crediting** You may not credit items on your invoice. Crediting must occur on the basis of credit notes.
- 2.14 Payment conditions** The payment conditions must be listed on your invoice. If no payment term was established, a payment term of 60 days after delivery of the products applies (and exclusively to the extent fonQ has accepted (delivery of) the products (with reference to chapter 4)).
- 2.15 Condition fonQ** fonQ is entitled as a standard to 2% payment discount if it pays an invoice within 30 days / 60 days net after delivery of the products, unless established otherwise and exclusively to the extent fonQ has accepted (delivery of) the products (with reference to chapter 4).
- 2.16 Credit notes** On a credit note, you must state the invoice numbers (that the credit note is in regard to) and/or IRO numbers (returns processing)
- 2.17 Exceptional delivery/costs** In case of an exceptional delivery and/or costs, you must state this on the invoice
- 2.18 Suspension** fonQ has the right to suspend the payment of an invoice if it deviates from the purchase order, purchase prices, or otherwise does not meet the requirements that are established regarding invoices in this chapter
- 2.19 Payments** Invoices for products and/or services that have been delivered to fonQ in accordance with the arrangements that are effective between parties (including the present General Partner Conditions) and that meet the requirements that are established with respect to invoices in this chapter, will be timely settled by fonQ. Payment by fonQ does not constitute the waiver of any right.
- 2.20 Setoffs** fonQ has the right at all times to set off a claim you have on fonQ against claims that fonQ has on you on any account whatsoever.



3. Content

3.1 Submit product content

For the supplying of product information, the Product Content team will provide you with a format (that may be altered from time to time). The Product Content team only processes product information if you have used the format to supply it and you, in the opinion of the Product Content team, have supplied sufficient information. In case insufficient product information is provided, your products cannot be added to the fonQ product range. When you supply product information, you must take into account the following:

- You must provide sufficient information/explanation about the product, also including (though not solely):
 - Dimensions (length, width, depth, diameter) of the product (in cm)
 - Specific colour description of the product (for example off-white, sand, anthracite)
 - Material(s) that the product is made of
 - The manual of the product must be provided as a pdf file (when relevant)
- You must describe USPs - Why should the customer buy it?
- Other special characteristics that are relevant to the customer (such as possible variations between products in case of natural, hand-made, or recycled materials) must be indicated
- In case products meet one or several of the four topics in the field of sustainability (use of materials, emission reduction, manufacturing, labour conditions, see below), you must state this and attach copies of any possible certificates.
 - **Use of materials**
Are more sustainable (or recycled) materials being used? This may concern furniture made from FSC-certified wood or rotan, lights and accessories made from recycled glass or bamboo, upholstery in natural fabrics such as cotton or wool.
 - **Emission reduction**
Is there insight into the CO2 emissions and is there active engagement with the reduction thereof? CO2 reduction may involve, for example, supply lines by making use of a more sustainable transporter.
 - **Manufacturing**
Is sustainability taken into account in the production process by minimising water consumption, preventing waste, sorting waste flows, and reusing materials?
 - **Labour conditions**
Do the labour conditions at the production location meet BSCI (Business Social Compliance Initiative) code of conduct?

3.2 Cross-selling

fonQ stimulates cross-selling and at several times during a purchase session shows the customer cross-selling options. In order to assure the quality of cross-selling, you must include cross-sell options with your products in the format (such as appropriate accessories for the product, items that are represented on the same picture, or other recommendations).

3.3 Supplying pictures and video

3.3.1 Product imagery

You must supply product imagery for all products that is of sound **quality**, so that the products will be as clearly visible to customers as possible. Good product imagery corresponds with **reality** and makes sure that the customer knows exactly what he may **expect** of the product when he purchases it. **Good product imagery** lowers the risk that the customer will send the purchased product back. Product imagery supplied by you must meet the following specifications. Product imagery must:

- Be square; without shadows or text
- Be detached with a white background and with a realistic rendering of colours



- Be supplied in high resolution (at least 1,000 x 1,000 pixels) in one of the following file formats: .jpeg / .png
- Be presented in a manner that the product can be seen from several sides
- Be marked with the fonQ product number, the EAN-code, or the order code
- Be supplied via Sharepoint, batch, or e-mail. Product imagery **cannot** be supplied via a portal.

3.3.2 Atmospheric images

You must supply at least 2 (atmospheric) images of the product whereby the following specifications are met:

- Atmospheric image in a recognisable interior setting whereby the colour is visible with respect to neutral colours and the dimensions with respect to recognisable furniture/areas
- Detailed picture on which the colours, structure, and the material of the product are visible
- Image in the relevant size and colour of the product
- The full, original image in the highest resolution, at least 1,000 x 1,000 pixels
- File format: .jpeg / .png
- The product takes centre stage; persons may be displayed on condition they are not too dominant or in too artificial a pose
- Pictures must be provided with the fonQ number, EAN-code or order code
- Pictures are supplied via Sharepoint, batch or e-mail. Pictures **cannot** be sent via a portal.

3.3.4 Logo

You must provide the brand logo of the product, so it can be placed next to the product. The brand logo ensures that it is **clear** to the customer what the brand of the product is. This also gives additional **exposure** to your brand. The brand logo must be supplied:

- As a vector file, file format: .eps / .ai / .svg / .pdf
- via Sharepoint, batch or e-mail. The brand logo **cannot** be supplied via a portal.

3.3.4 Video

If you have a video of the product and you supply it (by including the URL for the video in the format referred to in paragraph 3.1), we will add it to the product page. Product videos ensure a clear representation of the product.

4. Supply chain

Purchases

4.1 MOQ

The objective is for you to strive after the lowest possible so-called 'Minimum Order Quantity' that is appropriate for the e-commerce landscape in which fonQ operates.

4.2 Quotations

Your quotations and/or offers are irrevocable, unless it is expressly stated in the quotation and/or offer that it is non-committal. Unless it is expressly established otherwise in writing, all costs involved in the preparation of a quotation and/or offer are at your expense.

4.3 Placing an order

An agreement is only adopted if fonQ has issued a written purchase order. fonQ exclusively places its purchase order in the following ways:

- EDI-message (on condition this connection was created)
- E-mail met link naar de supply chain portal <https://scp.fonq.nl/>

A purchase order placed in a different manner will not bind fonQ.

4.4 Order confirmation

You must confirm a purchase order no later than 12 hours after receipt thereof to fonQ by way of:

- An EDI-response message
- A confirmation of the purchase order in fonQ's supply chain portal

Your order confirmation must per order line contain the following information:

- Expected delivery date per product
- Purchase price of the product
- Number of products to be delivered



If products are unavailable or if the price of a product does not correspond with the price in your system, you must explicitly report this in the order confirmation.

Price differences to the advantage of fonQ apply, unless you explicitly state in the order confirmation that a different price applies regarding the relevant product. Price differences to the disadvantage of fonQ can be claimed by fonQ up to 2 years after the date of ordering. After receipt of such a claim, you will pay fonQ within two weeks.

Products that are not immediately available, you must keep as a backorder as a standard, unless the planner of fonQ informs you that the product does not have to be kept on backorder (any longer). As soon as products on backorder are ready for delivery, the demand planner of fonQ must be accordingly informed at least 48 hours prior to delivery. A backorder is always delivered, unless the planner indicates he wishes to cancel the purchase order for the relevant products. fonQ can cancel a backorder free of charges until 24 hours prior to delivery of the relevant products at the latest.

4.5 Prices and price changes You must provide fonQ with a pricelist stating the recommended retail price and the net purchase price of your products.

Unless expressly stated otherwise in writing, prices established between you and fonQ are inclusive of all costs, levies, and taxes.

Price changes can occur at most twice a year and must be supplied at least one month in advance via an EDI connection or our supply chain portal and be approved by the Category manager. In addition, the pricelist must include a recommended retail price and a net purchase price.

Delivery and returns

4.6 Excedent and deficient deliveries In case products are delivered that were not ordered by fonQ or in case more or fewer products are delivered than were ordered by fonQ, we will accordingly notify you within 3 business days after delivery.

In case of excedent delivery, you must inform us within 3 business days after our notification whether you want to (i) pick up the products delivered in excess, (ii) have them shipped by us to an address to be submitted by you (at your expense), or (iii) have them disposed of (at your expense).

fonQ has the right to bill you for the costs of handling. You will settle such charges at the latest within 30 days after invoice date.

In case of a deficient delivery, you must back-deliver the products that were not delivered as soon as possible. If it were to be impossible for you to deliver the relevant products at such time, they must be placed on backorder in accordance with what is established in paragraph 4.3.

If your invoice is not correct due to the excedent or deficient delivery, you must prepare a credit note within 5 business days for the products invoiced in excess. We refer you to the provisions in Chapter 2 (finance).

4.7 Damage and deficient deliveries fonQ does not accept any damaged products (including packaging material). In case upon delivery visible damage to products or packaging material obtains, fonQ reserves itself the right to reject the delivery. In case it is established after delivery that delivered products (including packaging material) are damaged, we will notify you accordingly within 3 business days after delivery.

In case of damaged products (including packaging material), you must inform us within 3 business days after our notification whether you want to (i) pick up the damaged products, (ii) have them shipped by us to an address to be submitted by you (at your expense), or (iii) have them disposed of (at your expense).

fonQ has the right to bill you for the handling costs. You will settle such charges at the latest within 30 days after invoice date.



In addition, you must prepare a credit note for the damaged products (including packaging material) within 5 business days. We refer you to the provisions in Chapter 2 (finance).

4.8 Processing of returns

Products that are returned by a customer and that are not defective or damaged through your fault will be returned to stock by fonQ and in case they are damaged (for example in case of damaged packaging, user traces, missing parts, transport damage) can be offered by fonQ as a 'unique opportunity' on the website or via external channels. The costs thereof are borne by fonQ.

In case products are sent back by a customer because of defects that can be attributed to you, fonQ will notify you accordingly.

You must pick up these products within 5 business days after our notification from the fonQ warehouse (Atoomweg 54, Utrecht). Along with the notification you will receive a reference number with which the products can be picked up.

Aftersales

4.9 Warranty

With regard to the sold products FonQ applies a warranty term of 24 months and it communicates this to customers. You hereby guarantee to fonQ that the products delivered by you, in case of careful handling and transport, normal usage and maintenance will be free from defects for a period of at least 24 months after the time of delivery to fonQ. You guarantee in addition that you and the relevant products meet all applicable legislation and regulations, including, though not limited to, government, legal, regulatory, and professional requirements (including all applicable import and export customs rules and formalities) that are effective in the countries of manufacture, delivery and/or receipt of the products, for example in the fields of quality, health, safety, the environment, and advertising (whereby reference is expressly made as well to what is established in paragraph 5.9).

4.10 Warranty handling

In case of products with defects that you are responsible for (including, though not limited to, DOA, mechanical defects, fractures on welding, finishing defects) you will, in consultation with us and with the customer (at your expense) offer one of the following solutions:

1. Refund of the purchase price of the defective product

Products with defects are reported to you under specification of the complaint, the proof of purchase of the returned product, product number, and the serial number (if known). Returns with a sales price >€40 can be picked up by you.

You compensate fonQ for the purchase value of returns with culpable defects and the expenses incurred by fonQ for the defect by 2% of the purchase value (Goods delivered and invoiced + Goods delivered not invoiced – Order-related credit notes). We thereby exercise our right of recourse as described in Civil Code (BW) 6:185 and 7:25.

2. Repairs or the supply of parts

This option is only applicable if you have the possibility of sending parts directly to the customer or to (let) repair products.

In case you only have the possibility to assist customers directly in case of a request for repair or parts, fonQ will refer the customer to you.

You will confirm within 2 business days what solution will be carried out within 3 weeks and will keep the customer informed of any change to the process.



5. Logistics

Delivery notification

5.1 Manner of notification

You must report shipments via inslag@fonq.nl. Regular shipments must be reported before 12.00 PM and must be (physically) delivered by you on the business day following the report.

Container shipments must be reported at least 7 business days before physical delivery (after which delivery must therefore occur on the business day indicated upon the notification). Also see paragraph 5.6.

Without timely and proper notification, the delivery will not be accepted by fonQ. You can arrange fixed deliveries and timeframes with fonQ's demand planner if you wish.

Unless established otherwise in writing, you will not carry out partial deliveries.

You must include (the following information) in the notification:

- Your name
- The size of the delivery (number of packages/pallets)
- The delivery date and indication of time
- fonQ's purchase order number
- A digital packing slip in attachment (optional)

5.2 Confirmation notification You receive a confirmation of your notification. If the delivery cannot take place on the relevant day, we will contact you.

Delivery and packaging

5.3 Delivery

Products must be delivered by you in full and on time. You are in default through the simple fact of an established term for delivery of the products not being met. Delivery of the products is deemed completed at the moment that the products have been accepted by fonQ at the indicated location and a confirmation of receipt is signed by fonQ. You cannot derive any rights from the acceptance of the products and the signing of the receipt.

5.4 Packaging

Packaging must:

- Be e-commerce-resistant (and therefore pass the 1-metre-drop test)
- Be such that each product is packaged in the smallest possible individually saleable consumer unit (SCU)
- Be such that each SCU is delivered undamaged to fonQ and can subsequently be delivered undamaged in our consumer wrapping to the customer
- Meet the standards per segment according to: [Packing Guide fonQ.pdf](#)

In order to keep the risk of damage as low as possible, products, pallets and/or roll containers must be provided with sound wrapping material (such as, for example, pallet seal, cardboard pallet box, protective foam, etc.). Products must be wrapped dust-free.



5.5 Product label

The label must show at least the following information:

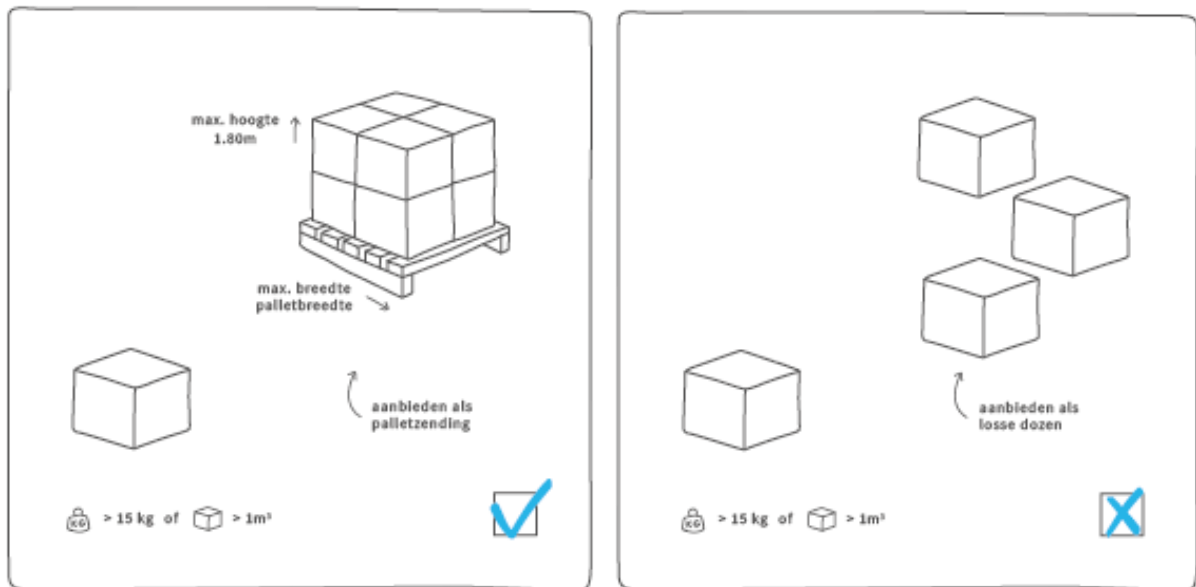
- Product description
- Item no. fonQ
- Item no. Supplier
- Colour
- Material
- Made in [country]
- Part # / #



5.6 Pallets

For the delivery of items to fonQ you must use Europallets with the IPPC certificate. Europallets are immediately exchanged upon delivery. FonQ does not keep a pallet register and does not apply pallet credits. For loose packages, you may use a pallet with the quality and depth of a Europallet. Europallets are no higher than 1.80 metres. You must place heavy products at the bottom on the pallet to prevent breakage and damage. Packages heavier than 15 kg must always be delivered on a pallet. This is shown in the illustration below.

You must either protect products bigger than a pallet additionally against transport damage, or deliver such on a customized pallet (that can be placed on a standard pallet rack).



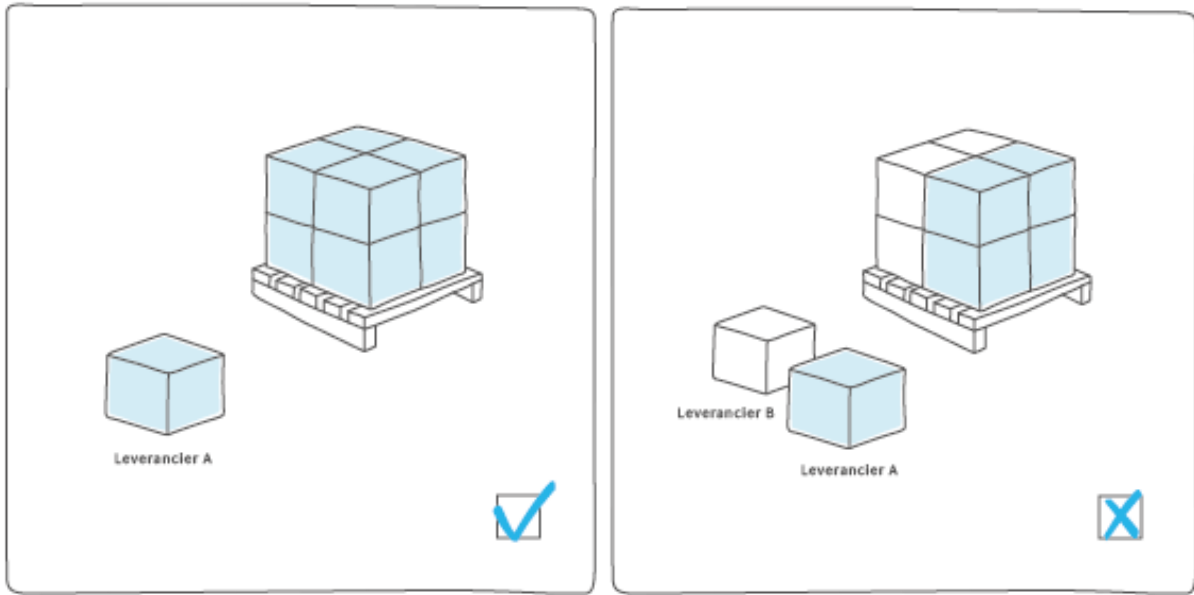
Pallet height / packages

Full packages must be delivered on the same pallet (do not deliver 4 packages on 4 different pallets).

In case of a delivery of multi-component items, you must offer each SCU on a single load carrier.

It is not permitted to deliver packages from multiple suppliers on a single load carrier, as shown on the illustration below.



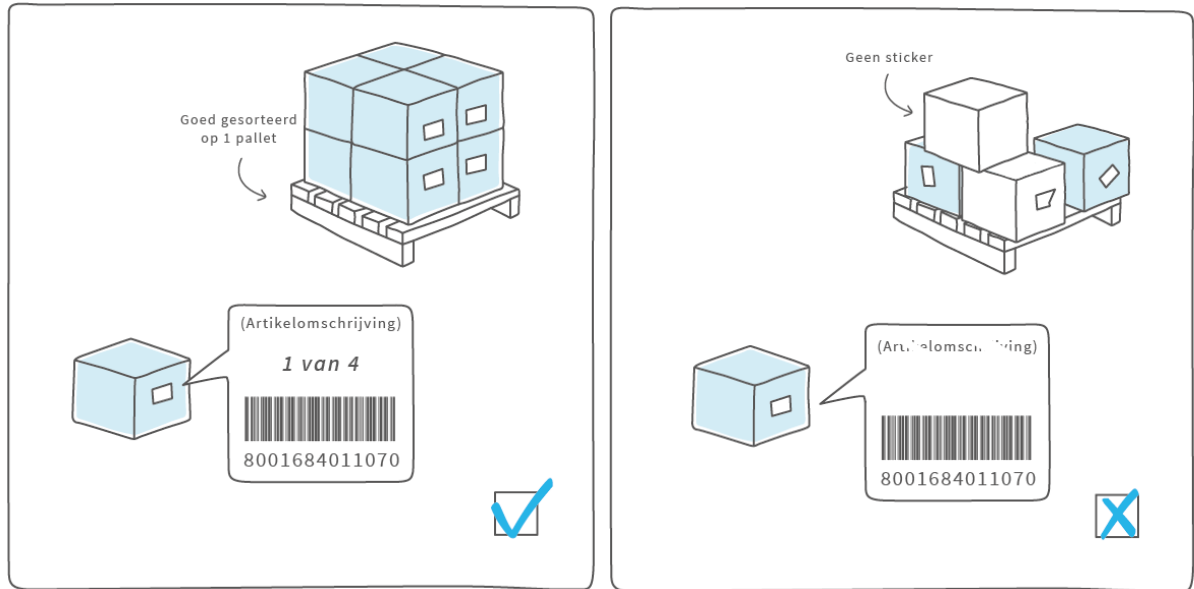


Load carrier

5.7 Packages

You must provide each package with a label evincing what order/packing slip number and shipment the package belongs to.

In case of a multi-package shipment, you must clearly label each package, so that it is clear what package belongs to which product, as shown on the illustration below.



Meer-colli zending

5.8 Containers

FonQ only accepts container shipments in case:

- They meet the effective European legislation and regulations regarding container shipments
- They are announced beforehand in accordance with what is established in paragraph 5.1, specifying the dimensions of the container (40', 20', etc.) and an indication whether the products will be stacked loose or will be delivered on pallets
- The containers upon delivery are provided with a gas-free certificate report

You can load products that weigh less than 15kg individually in connection with the fill rate of the container.



You must place heavy products/packages at the bottom of the container to prevent breakage and damage.

5.9 CMR

You must make sure that the fonQ order number is visible on the CMR upon delivery.

5.10 Packing slip

You must make sure that each delivery is provided with a packing slip that is placed clearly visibly (in case of loaded pallets on the side). The packing slip must contain the following information:

- The fonQ order number
- The item numbers of the delivered products
- Quantities per delivered product
- Order codes and EAN-codes per delivered product
- (Quantities of) products that may still be on backorder

In case a parcel service takes care of delivery, you must make sure that the packing slip number is provided to the parcel service as a reference. The packing slip number and the name of the supplier must be stated on the transport label of the parcel service and correspond exactly with the notification for the shipment.

In case deliveries consist of multiple purchase orders or backorders you can combine them in a single delivery with a single packing slip. This packing slip must however meet the notification and delivery conditions stipulated in this chapter.

5.11 Hazardous substances/electronics In case of deliveries containing hazardous substances you must always:

- Attach an MSDS-sheet
- Comply with the effective legal rules for the hazardous substance to be delivered

In case of deliveries of electronics, you must comply with the effective legal rules (including the AEEA directive of the of the European Union and the WEEE guideline).

5.12 Address

fonQ indicates on the purchase order at what address(es) (warehouse) the products must be delivered. This address information is leading, even if this means that you have to deliver the products at multiple addresses. On the address line(s) on the CMR, on the packing slip and/or on the parcel service label you must always state 'Fao. fonQ'.

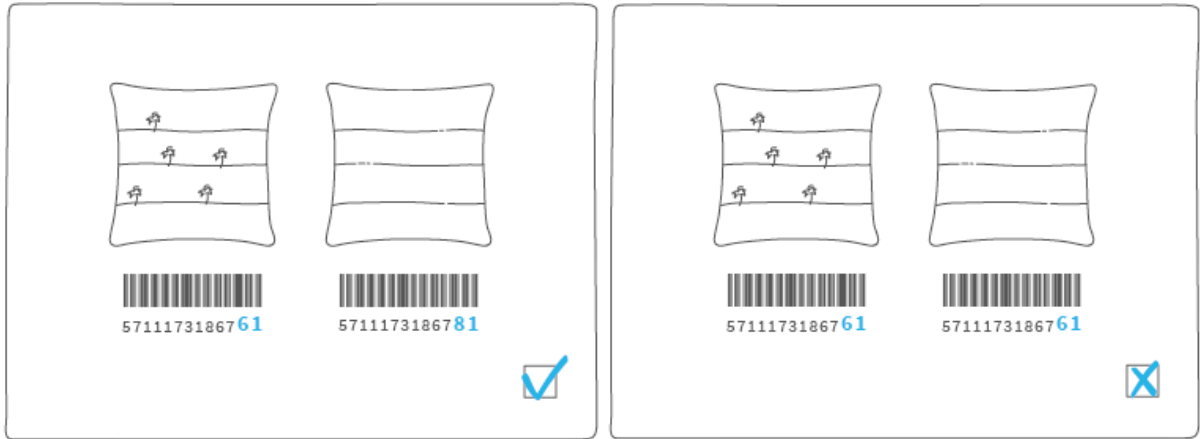
Expectations items

5.13 EAN barcode

All products that are delivered to fonQ must be provided by you with a scannable EAN (European Article Number) barcode. An EAN is a 13-digit number that has been attributed to a specific product. If two products are not completely identical (for example a different size, dimensions, or colour), each of the products must have its own EAN barcode (see the illustration below). A product that is delivered to fonQ must always have the same EAN as the EAN of the product ordered by fonQ. In case you deliver a product with a deviating EAN number, you must communicate this at least 1 day before physical delivery to fonQ's relevant demand planner.

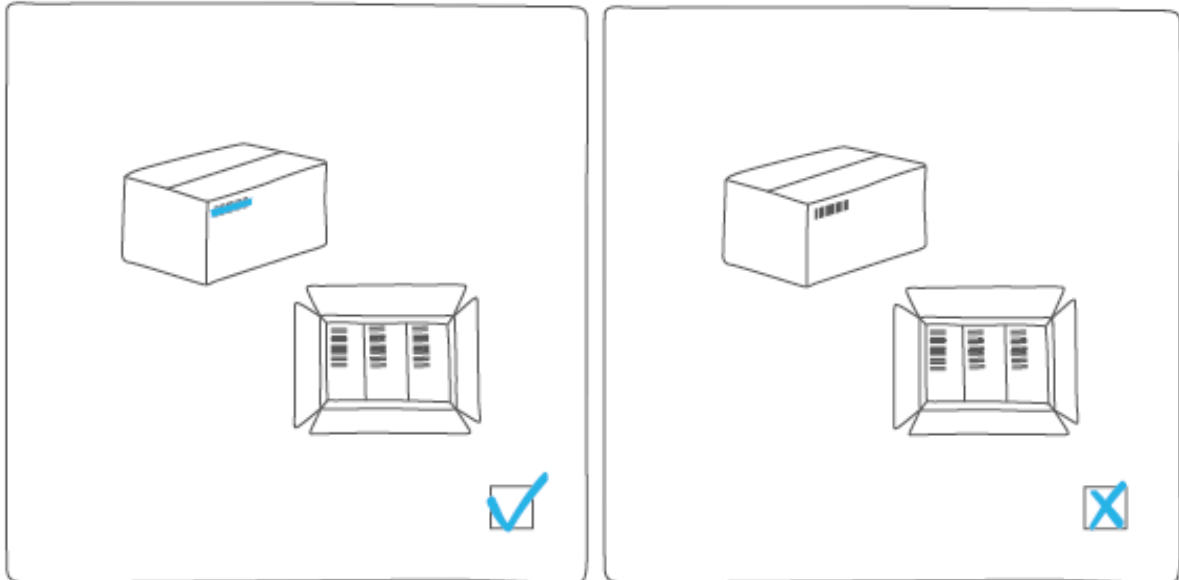
Products may each contain only 1 scannable EAN. In case a product is provided with multiple EANs, you must make sure that only the valid EAN is visible.





5.14 Packages

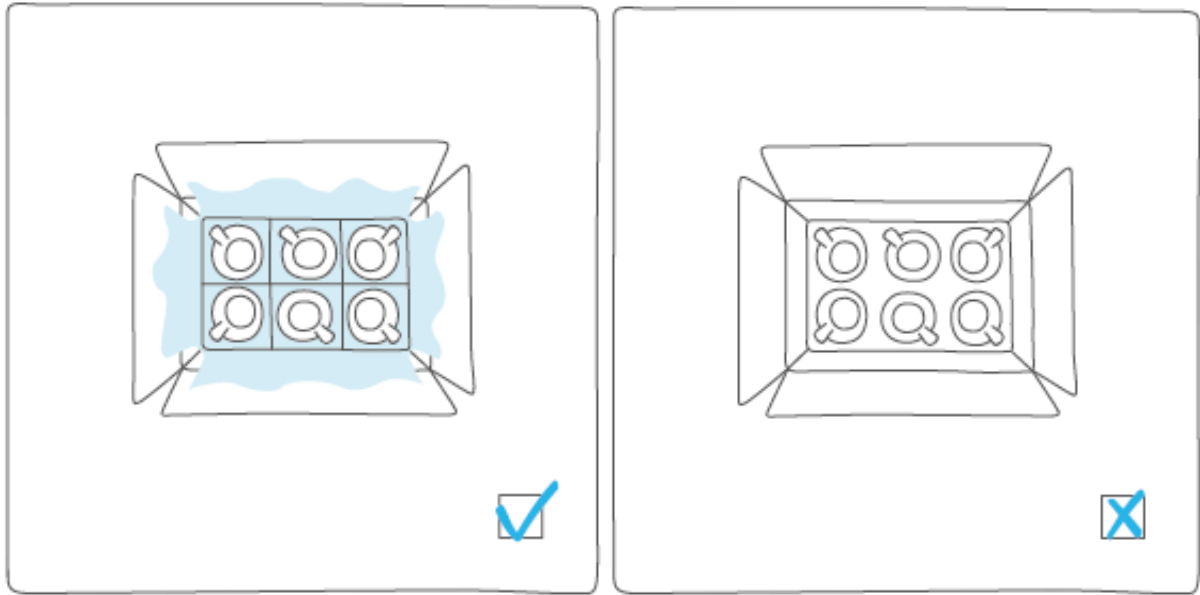
If the fonQ unit (unit as sold by fonQ to the consumer) is delivered in a package, no EAN barcode (neither the EAN barcode of the individual units nor the EAN barcode of the package) may be visible on the outer box (see the illustration below). You must make sure that only the individual fonQ units in the box have scannable EAN barcodes as illustrated below. This, to prevent the packages from being identified as the individual fonQ unit.



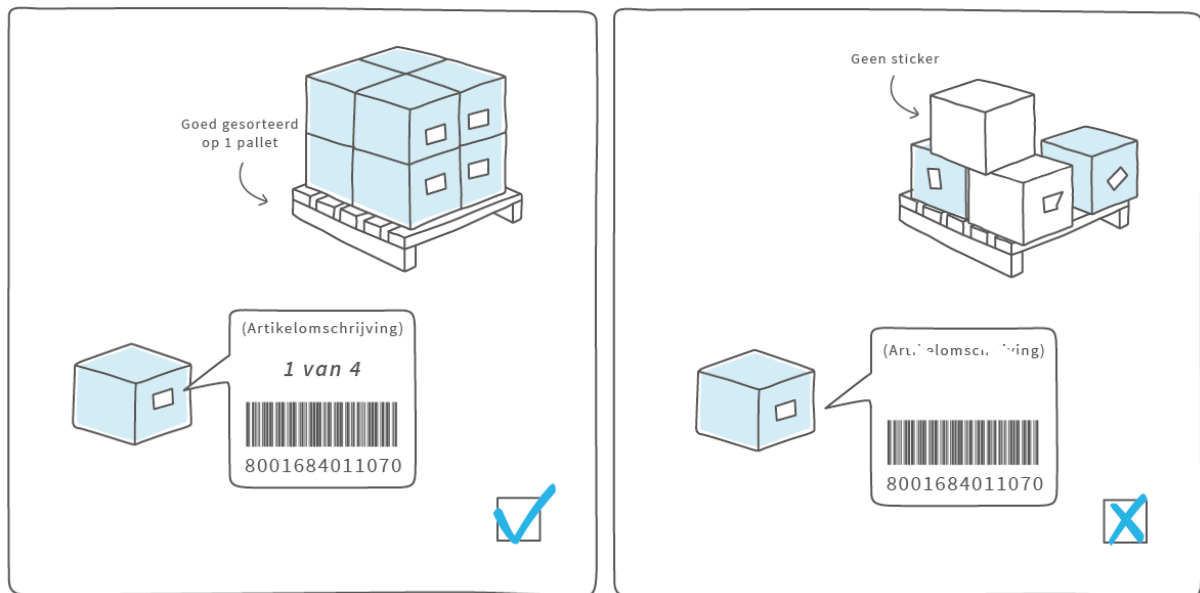
5.15 Fragile items

Fragile products and liquid substances (including, though not limited to, tableware, glassware, pedal bins, lighting, decorations) must be delivered to us packaged in such a manner that the risk of damage is kept to a minimum, as illustrated below. Parties strive for no more than 15% of the delivered products being returned on account of damage upon delivery.





5.16 Multiple-package items Products consisting of multiple packages must be provided with a single barcode with a clear indication that the product consists of multiple packages. You must clearly indicate on each package what product the package belongs to and what part of the product it regards. You must deliver and offer multiple-package products simultaneously (bundled where possible) on a single load carrier (see the illustration below).



5.17 Handling costs The charges for the additional handling fonQ must carry out in case the products are not delivered in the correct manner (as described in this chapter 5) are borne by you. fonQ will bill you for € 25 in handling/administration costs per delivery for this. You will pay these handling/administration costs within 30 days after receipt of an invoice for this.



6. Drop shipment

Delivery terms

6.1 Available product range You must supply an electronic stock feed or keep the available product range and the current delivery times of your products up to date in the supplier portal of fonQ.

6.2 Delivery times When offering a product to fonQ, you must follow the standard delivery terms of fonQ and to make sure that the relevant product is delivered to the customer within the indicated delivery time.

Processing of orders

6.3 Work method To accept and process orders you must follow the work method described in the [manual drop shipment](#).

6.4 Planning of orders Within 12 hours after receipt of the customer order in the supplier portal of fonQ, you must send an order confirmation to the customer. The order confirmation contains the:

- Delivery appointment: date of delivery of the product to the customer
- Track & Trace code

6.5 Delivery of orders You subsequently must:

- Process the order as 'delivered' in the supplier portal of fonQ when the product has been delivered to the customer and
- Process the order as 'not delivered' in the supplier portal of fonQ in case:
 - the product has not been sent or the order has been changed by you; or
 - the product could not be delivered to the customer or in case the order has been changed by the customer

6.6 Returns You are obliged to pick up returns free of charges from the customer or provide the option to the customer to return it free of charges to you through a parcel drop point. You are aware and agree that customers may return products free of charges without stating reasons within a (trial) period of 30 days after delivery. Subsequently you must refund all payments received from the customer, including the delivery costs, within 14 days after having received a product back. You must use the same means of payment as the customer for this purpose.

6.7 Warranty With regard to the sold products, fonQ applies a warranty term of 24 months and communicates this to customers. You hereby guarantee to fonQ, for the benefit of the customers, that the products delivered by you in case of careful handling and transport, normal usage and maintenance during a period of at least 24 months after the time of delivery to the customer will be free from defects. You guarantee in addition that you and the relevant products comply with all applicable legislation and regulations, including, though not limited to, government-, legal, regulatory, and professional requirements (including all applicable import and export customs rules and formalities) that are effective in the countries of manufacture, delivery and/or receipt of the products regarding, for example, quality, health, safety, the environment, and advertising (whereby reference is expressly made as well to what is established in paragraph 5.9 that correspondingly applies to deliveries of products pursuant to this chapter 6).

If a customer indicates within said warranty term that a product, in the opinion of that customer, does not function (properly) and/or manifests any defect or respectively is not in conformity, you will



make sure that the product will be repaired or replaced free of charges.

The warranty does not apply for:

- Product groups with an expiry date or a limited lifecycle such as food products or plants.
- Damage as a result of incorrect use by the customer.
- Components that have suffered from regular wear.
- Products on which modifications or repairs have been conducted by parties not approved by fonQ and/or the manufacturer of the relevant product.

7. Advertising

7.1 Quotations

Quotations in the form of marketing proposals made to you by fonQ are non-committal and subject to changes and availability. Apparent errors in an (accepted) quotation do not bind fonQ.

7.2 Social Advertising

In case you want to purchase social advertising from fonQ, in mutual consultation with you and prior to the placement of the relevant social advertising, the fee owed by you to fonQ as a result and the spot for the social advertising will be determined.

You will timely prepare and supply the advertising material required for the social advertising in consultation with fonQ.

On grounds of the advertising material supplied, fonQ will create an advertisement that will be used for the social advertising.

In case the social advertising consists of a prize-draw promotion you will comply with gambling regulations 'Wet op de Kansspelen' and 'Gedragscode Promotie Kantspelen' and you will (timely and fully) pay such gambling taxes as (may) be due.

fonQ will prepare, as soon as possible after the last display of the social advertising, an evaluation and send it to you, in which impressions and clicks are reported to you.

7.3 Sponsored Products

In case you wish to offer so-called sponsored products, fonQ will instruct you to create an account that grants you access to the following sponsored-products environment of fonQ. You are responsible yourself at all times for the (correct) use of your account. fonQ does not bear responsibility in any manner for the use of the account.

You can commission third parties, deployed by you or by fonQ, yourself to issue bids on your account. You are and remain responsible (and liable) for the bids that the third parties deployed by you issue via your account.

If you commission the third party deployed by fonQ (Criteo B.V.) to make bids, this commissioning will count as an authorisation in the sense of article 3:60 BW (Civil Code). fonQ has the right at all times to reject such an assignment (without stating grounds). When fonQ carries out an assignment for you, you can see in your account what fonQ does for you on account of this assignment.



You must immediately inform fonQ in case you suspect that unlawful use is made of your account or that unauthorised parties have gained access to your account.

You must set a spending limit on your account yourself for the issuing of bids. To the extent your account has this functionality, you can choose to automatically upgrade your credit for bids once the spending limit has been reached. You are responsible yourself for the monitoring and timely deactivation of the automatic upgrade.

fonQ can allocate a budget to you for sponsored products without your owing fonQ compensation for this ('free credits'). If you have not fully consumed these 'free credits' towards the end of the term of validity, they can be withdrawn by fonQ (or fonQ can set off the value thereof).

It is determined automatically who has issued the winning bid. If the winning bid is allocated to you, the relevant sponsored products will be shown on the following websites: fonQ.nl.

fonQ is at liberty to decide in what position the relevant sponsored products will be displayed on said websites. You can indicate your preference via 'cost per click', but fonQ is not obliged to follow your preference.

For how long your sponsored products are visible depends, among other things, on your spending limit(s) and/or your budget, the amount of the bid, the availability of the product, and bids by third parties.

fonQ may at all times (without stating reasons) block your account or set additional conditions for your use of the account.

You can decide at any time you want to discontinue (or pause) the offering of sponsored products and not to make use of your account anymore.

7.4 Cookies

The use of cookies by you on the websites indicated in paragraph 7.4 is only permitted with the prior permission of fonQ. In order to control whether only cookies are used for which fonQ has granted permission, fonQ may (let) conduct an audit. You will have to render full assistance for such an audit (at your expense).

To the extent necessary to measure impressions, clicks, and visibility of the ads, fonQ will add cookies to ads.

7.5 Invoicing

The fees established between you and fonQ are exclusive of VAT and other (government) levies.

In case of sponsored products, the fee owed by you to fonQ is calculated based on the number of clicks multiplied by the cost per click.



To determine the fees owed by you to fonQ, the measurement systems of fonQ are leading. Only if the difference between ad impressions measured is bigger than 10%, parties will investigate the cause of these differences. Until it has been established what the cause of the differences in measurements is, the measurement results of fonQ remain leading for the determination of the fee.

You will receive an invoice from fonQ each quarter, unless you make use of the self-service tool Mabaya. In that case, an invoice is issued monthly. Unless established otherwise, a payment term applies of 14 days net as from the invoice date.

Incorrect invoices are credited.

8. Miscellaneous

8.1 Property and risk

The property and risk of the products is transferred from you to fonQ at the moment of delivery in accordance with what is established in paragraph 5.3, unless (i) established otherwise, or (ii) the products are rejected by fonQ in accordance with paragraph 4.5 and 4.6.

You guarantee that fonQ acquires the unencumbered property of the products.

You hereby waive your right of retention and complaint.

8.2 Code of conduct

You guarantee that you will fully comply with the fonQ Code of conduct.

8.3 Legislation and regulations You hereby guarantee that in connection with the implementation of your agreement with fonQ you will comply at all times with all applicable legislation and regulations, including, though not limited to, the quality of the products, health, safety, the environment, and advertising (advertising board 'Reclame Code Commissie').

8.4 Liability

Without prejudice to what is established in the paragraph below, you are liable for all (kinds of) damage, including, though not limited to, lost profit, incurred by fonQ, regardless of the grounds for liability. It thereby does not make a difference whether the damage is caused to fonQ by you, your (managing) staff, or staff or third parties deployed by you.

Your liability for any damage of fonQ as intended above, is limited to an amount of EUR [1,000,000 (in words: one million euros)], unless the damage incurred is the result of the wilful intent, deliberate recklessness and/or deceit of you, your (managing) staff and/or third parties deployed by you, in which case no limitation of liability applies.

You indemnify fonQ for all third-party claims in the matter of the implementation of your agreement with fonQ.

You will take out and maintain an adequate liability insurance and will present the policy for inspection to fonQ upon first request.



8.5 Rescission

Each of us can suspend the implementation of the agreement completely or in part or rescind the purchase order completely or in part by way of a written default notice (without judicial intervention) with immediate effect and without an obligation to pay any compensation arising if:

- i. the other party does not fulfil its obligations from the purchase order, these General Partner Conditions and/or the Code of Conduct;
- ii. the suspension of payment or the bankruptcy of the other party is granted or applied for; or
- iii. the permits required for the implementation of your agreement with fonQ are withdrawn.

All claims that fonQ may have or acquire on you in the cases referred to above and all claims that you may have or acquire on fonQ in the cases referred to above are exigible instantly and payable fully.

8.6 Privacy and data leaks

You guarantee that you have complied, are compliant, and will continue to comply with all legal provisions regarding personal data to be processed, also including, though not limited to the provisions established by or pursuant to the General Data Protection Regulation (GDPR). You will provide fonQ upon first request of fonQ with the information requested by fonQ in the matter. You will procure a state of the art and adequate security of personal data in accordance with article 32 GDPR. You safeguard fonQ against all claims by third parties vis-a-vis fonQ in connection with a violation of the applicable privacy legislation and/or regulations and/or legal retention periods.

You make sure that your electronic systems (including, though not limited to your e-mail system) are adequate and will be protected and that your electronic systems are free from errors, defects, malware, and viruses. If fonQ incurs damage and/or has to sustain expenses as a result of a virus, data leak, or different (security) errors in your electronic systems, you will compensate the damage and/or costs, even if you have not caused such a security incident.

You will inform fonQ as soon as possible, though in any event within 24 (in words: twenty-four) hours after you have discovered a breach, regarding such a breach. You will provide fonQ in any event with the following information:

- (a) the nature of the data leak. To the extent possible, you will specify the categories of the parties concerned and the personal data involved and by approximation the number of parties involved;
- (b) the probable consequences of the data leak; and
- (c) the measures you have taken and/or intend to take to handle the data leak, also including, though not limited to, measures to mitigate the possible negative effects of the data leak as much as possible.

In that case, you will provide fonQ without delay with all (other) information and assistance that are required to respond adequately to such a data leak in accordance with the applicable legislation (including the GDPR) and to mitigate damage. You will not inform



third parties regarding a data leak, except with the express prior consent of fonQ or to the extent legally required. If you are legally required to report a data leak to the authorities or other third parties, you will timely inform fonQ and consult with them before such a report is made.

If you process personal data on behalf of fonQ, fonQ will enter into a processor agreement with you in accordance with article 28 GDPR.

8.7 Confidentiality

You agree that (i) you will not make use of information that you have obtained on account of your agreement with fonQ from fonQ or any source related to fonQ and (ii) you will take all necessary preventive measures to secure the confidentiality of such information, with the exception of the information that is expressly intended for disclosure to third parties.

The obligation of the non-disclosure of information as described above does not apply to the extent you are obliged to provide information on grounds of effective legislation or a binding ruling of a court or different government body.

To the extent possible you will prior to providing the information as described above discuss the form and substance of such a disclosure with fonQ.

You will not state the name of fonQ in communications (also including, though not limited to, your website, (digital) newsletters and/or brochures for advertising or other purposes) without the prior written consent of fonQ.

8.8 Transfer

It is not permitted to you to transfer your rights and obligations on account of your agreement with fonQ and the present General Partner Conditions (completely or in part) to third parties or to encumber such without the prior written consent of fonQ.

8.9 Sub-contracting

You do not have the right without the prior written consent of fonQ to commission a third party to carry out your obligations on account of your agreement with fonQ and these General Partner Conditions.

8.10 Intellectual property

Nothing in these General Partner Conditions or your agreement with fonQ may be understood as a transfer of or license for intellectual property rights to you by fonQ, unless expressly established otherwise in writing. You will not use the trademarks or other intellectual property rights of fonQ for any other purpose, except with the express prior written permission of fonQ.

You safeguard fonQ against all losses, damage, and costs (including legal costs) that are sustained or incurred by fonQ as a result of a claim or imminent claim submitted by third parties that flows from or is related to a contention that products delivered by you violate intellectual property rights of a third party.

8.11 Invalidity

The invalidity or unenforceability of any provision from your agreement with fonQ and/or these General Partner Conditions leaves unaffected the validity or enforceability of the other



provisions of that agreement and/or these General Partner Conditions.

If and to the extent any provision from your agreement with fonQ and/or these General Partner Conditions is or becomes invalid or unenforceable, a provision of the same purport and intent will apply that has legal validity and that is enforceable.

8.12 Applicable law

Exclusively applicable to your agreement with fonQ, including these General Partner Conditions and paragraph 9.12 below, and any non-contractual undertaking flowing therefrom, is Netherlands Law. The Vienna Commercial Convention does not apply.

8.13 Jurisdiction

All disputes between you and fonQ that flow from or are related to your agreement with fonQ, including any possible disputes regarding the existence and validity thereof, and the present General Partner Conditions, will be exclusively settled by the competent court of law in Utrecht.

9. Marketplace seller

In the following you can find the User Conditions Marketplace Sales via fonQ that apply if you offer products through one of our platforms. We ask you to take cognizance of these User Conditions Marketplace Sales via fonQ. By opening a sales account as a Professional Seller via fonQ, you accept the applicability of these user conditions, including all appendices and you commit yourself to comply with them.

Article 1 - Definitions

Content:	(a part of) the specifications of Products in the Environment, which specifications can be modified by fonQ at all times, consisting, among other things, of text, pictures, and technical specifications made available by fonQ for the benefit of Professional Sellers.
fonQ:	the private limited liability company Fonq.nl B.V., established in (3542 AD) Utrecht, Reactorweg 53. Operating in the Netherlands under VAT-number: NL8129.16.761.B.01 and registered with the Chamber of Commerce in Utrecht under number 30193631, acting in the domains fonQ.nl and fonQ.be.
fonQ Brands:	the fonQ word marks and logos, as well as other distinctive marks.
User:	any visitor of the Environment.
User Conditions:	the present User Conditions Marketplace Sales via fonQ, including all appendices and the information as included in the Environment and communicated to the Professional Seller.
Information Business Sales:	the associated information that can be consulted by the Professional Seller on the Platform.
Customer:	a User of the Environment who proceeds with the Purchase of an Item via the Platform.
Purchase Agreement:	the purchase agreement that is adopted via the Platform between the Professional Seller and a Customer.
Environment:	the websites as these can be reached under the URLs described above as well as any other website, URL, or application designated by fonQ.
Platform:	the application on which the Professional Sellers can offer their products, falling within the product categories designated by fonQ, to Users.
Products:	all products for which fonQ has announced that they may be offered by Professional Sellers in the Environment.
Fee:	the commission on the Sales Price billed by fonQ to the Professional



	Seller, based on the fee model of fonQ, which model is attached to these User Conditions as appendix 2 and is available on the Platform.
Sales Account:	the account created by the Professional Seller on the Platform for the purpose of offering and selling the Products.
Sales Price:	price is inclusive of: (i) shipping costs, (ii) (any possible) disposal tax and/or (iii) other levies imposed by the authorities, (iv) VAT and (v) (any possible) service charges.
Professional Seller:	every natural or legal person who meets the requirements as stipulated in article 2 section 3 of these User Conditions.

Article 2 - Sales Account

- Every Professional Seller must create a Sales Account before he can offer and sell Products on the Platform.
- By registering as a Professional Seller and creating a Sales Account, the Professional Seller accepts the (applicability of the) User Conditions and he is obliged to comply with the User Conditions and the regulations as stipulated in Information Business Sales at all times.
- To qualify as a Professional Seller, to gain access and to be able to offer and sell Products on the Platform, the Professional Seller must be established in a country within the European Union and:
 - have registration with the Chamber of Commerce in the Netherlands or - if the Professional Seller does not have a (legal) seat in the Netherlands - an equivalent in a different country in the European Union where the Professional Seller is established and of which registration the Professional Seller will provide a copy to fonQ, or in any event act in the context of his commercial, business, craftsman, or professional activities for which he will provide written proof upon first request of fonQ;
 - have created a Sales Account on the Platform.
- As from the moment of creation of the Sales Account, the Professional Seller has the right to offer Products on the Platform in accordance with the User Conditions and the regulations as stipulated in Information Business Sales.
- The Professional Seller is fully responsible at all times for the use that is made of the Sales Account and for his collaborators who obtain access to the Sales Account. By use of the Sales Account is intended the following: the insertion and maintaining of the Sales Account Settings, the importing of Products and offers (including Sales Prices), order processing, and after sales (as described in article 5.6).
- fonQ is authorised at all times on grounds that seem reasonable to it to suspend access to or respectively use of the Sales Account by the Professional Seller.
- If the Professional Seller does not fulfil any payment obligation vis-a-vis fonQ, whether or not on account of these User Conditions, fonQ has the right to suspend the use of the Sales Account by the Professional Seller until this payment obligation has been fulfilled.
- The Professional Seller is responsible for the correctness and completeness of the information in his Sales Account.

Article 3 - Offer

- The Professional Seller may only offer new Products that are delivered to a Customer directly from a country within the European Union. Deliveries from a country outside the European Union are not permitted. The Products must furthermore meet the conditions as stipulated in Information Business Sales.
- fonQ is solely entitled to determine what products, product categories and/or sub-categories may be offered on the Platform and/or can be added to the Platform, and from what time this will be possible. In addition, fonQ has the right at any time to remove products, product categories and/or sub-categories from the offer on the Platform, without the Professional Seller being able to bring to bear any right on such grounds vis-a-vis fonQ. fonQ reserves itself the right to exclude certain Products from the product categories and/or sub-categories.
- The product categories and/or sub-categories that have been and/or are opened by fonQ are included in Information Business Sales.
- fonQ is at liberty to no longer allow the Professional Seller to offer Products to be designated by fonQ on the Platform. The Professional Seller will suspend and keep suspended the offer of the relevant Product with immediate effect upon request of fonQ. Were the Product nevertheless (after a request of fonQ as referred to above) to be offered on the Platform still, then fonQ has the right to remove



the offer of the relevant Product with immediate effect itself.

5. fonQ has the right not to include the offer or certain information stated by the Professional Seller regarding the offer on the Platform or to remove such from the Platform if in the opinion of fonQ it is not correct or misleading, or it is made in violation of these User Conditions or in the opinion of fonQ it may be harmful to the reputation of fonQ, the Platform and/or third parties.
6. The Professional Seller will offer the Customers the option to return the Product ordered free of charges and therefore not to bill return charges separately to Customers, with the exception of situations outside the delivery areas in the Netherlands and Belgium, whereby local return charges are billed to Customers that are further determined by mutual agreement between fonQ and the Professional Seller.

Article 4 - Order and delivery

1. A User can place an order with fonQ via the regular order process (which order process is available in the Environment) on-line for a Product offered by the Professional Seller.
2. An order for a Product offered by the Professional Seller will subsequently be processed in accordance with the procedure as described in Information Business Sales.
3. The Professional Seller does not have the right to process an order placed by a User outside of the procedure as described in Information Business Sales.
4. The Professional Seller is responsible for the shipping and delivery of the order to the User and thus also bears the risk of damaging and/or loss of the Product during shipping. For the shipping of the order, the Professional Seller will make use of the packing slip that is generated automatically by fonQ based on the order process and subsequently is provided to the Professional Seller by fonQ digitally (and as further described in Information Business Sales). The Professional Seller will print out this packing slip, without applying changes to it, and enclose it in the shipment. Only with the consent of fonQ may the Professional Seller deviate from such use of the digital packing slip. All orders will be shipped by the Professional Seller by way of track & trace.

Article 5 - Customer relation

1. If a Customer of the Platform proceeds with the purchase of a Product offered by the Professional Seller, a Purchase Agreement is adopted between the Professional Seller and the Customer. The Professional Seller is obliged vis-a-vis the Customer to either (1) apply his own terms and conditions, which conditions must have been approved beforehand in writing by fonQ, or (2) apply the standard terms and conditions that fonQ provides to the Professional Seller and that have been supplemented by the Professional Seller with his identity and address information. The terms and conditions to be applied must be prepared in the language of the country of the Environment that the offer of the Professional Seller is directed at.
2. The Professional Seller acknowledges that fonQ is not and/or will not be a party to this Purchase Agreement.
3. The Professional Seller is responsible at own expense and risk for complying with the Purchase Agreement in the correct manner. The Professional Seller acknowledges that the Customer can address fonQ. In addition to what is established in article 14, the Professional Seller will safeguard fonQ against any claim filed by a Customer against fonQ as a result of or related to the conclusion and/or the implementation of the Purchase Agreement, one or more offers of Products in the Environment and/or the use of the Environment.
4. The Professional Seller acknowledges that fonQ applies so-called service levels, as stipulated in Appendix 1 and that fonQ reserves itself the right to block the Sales Account if the Professional Seller does not meet these service levels. fonQ reserves itself the right to unilaterally modify the service levels and will communicate a modification thereof to the Professional Seller by e-mail, after which announcement the modification will take effect immediately.
5. The Professional Seller will provide fonQ with the track & trace code for all Products shipped by the Professional Seller. fonQ may subsequently use these track & trace codes for matters such as the monitoring of compliance by the Professional Seller with the service levels listed in appendix 1.
6. The so-called after sales, including, though not limited to, customer services, warranty, and the processing of returns and return shipments, fall entirely at the expense and risk of the Professional Seller. The Professional Seller guarantees that questions received by him from Customers will be answered within twenty-four (24) hours (on business days).
7. The Professional Seller acknowledges and accepts that Customers participate in an evaluation system, on the basis of which the Professional Seller acquires a so-called rating and can also write reviews about Products and/or the Professional Seller and (let) post such in the Environment. fonQ



does not have any influence on these reviews and will not censor them, with the exception of texts that violate legislation and/or regulations, public order and/or common decency. Such texts will be removed by fonQ as soon as it becomes aware. The preceding leaves unaffected the right of fonQ to restrict the number of reviews or the reference period.

8. The Professional Seller is obliged to make sure that his actions, including his offer, as well as the implementation of the Purchase Agreement, are always compliant with all applicable legislation and/or regulations. The Professional Seller does not have the right to derogate from the applicable legislation and/or regulations, or to (re)conclude the sale with a Customer outside of the Platform.
9. After the Purchase Agreement has been concluded, fonQ sends Customers a confirmation by e-mail. Otherwise, the contract with the Customer is conducted in accordance with what is established in Information Business Sales. As a result, the Professional Seller authorises fonQ irrevocably to communicate with the Customer directly on behalf of and for the account of the Professional Seller without fonQ becoming a party to the Purchase Agreement.

Article 6 - Payments

1. The Professional Seller pays fonQ a Fee for each Product sold via the Platform. This Fee is not due if the Purchase Agreement regarding the relevant Product is rescinded by the Customer within the revocation period of thirty (30) days established between the Professional Seller and fonQ.
2. The amount of the Fee per product category is listed in Appendix 2. The Professional Seller acknowledges that fonQ has the right to unilaterally change the amount of the Fee for each sub-category and/or product category. The changed Fee applies to all orders of Products that are placed as from the seventh day after announcement of the changed Fees by fonQ to the Professional Seller.
3. fonQ will organize the Environment in such a manner that Customers pay to fonQ. fonQ will collect the payments from the Customers. In principle, fonQ only accepts Customers whom it also accepts for the purchase of its own Products and fonQ reserves itself the right at all times not to accept Customers. The Professional Seller thereby grants fonQ the irrevocable right to exercise the rights of collection that flow from the Purchase Agreements in name of fonQ and to the exclusion of the Professional Seller.
4. The Professional Seller does not have the right to accept payments made to him directly by the Customer. In such case, the Professional Seller will refund the amount received to the Customer and point out to the Customer that payment is exclusively possible to fonQ. The Professional Seller as a result accepts that exclusively a payment by a Customer to fonQ relieves the Customer of his obligation of payment vis-a-vis the Professional Seller.
5. The Sales Price of each Product that is offered by Seller on the Platform must be equal to the Sales Price for which the Professional Seller offers the relevant Product on his own website. If the Seller offers Products on his own website against a lower Sales Price than on the Platform, fonQ can remove the Products from the Platform and, whether or not temporarily, block access to or respectively the use of the Sales Account.
6. If a Purchase Agreement is rescinded within the revocation period of thirty (30) days established between the Professional Seller and fonQ, and fonQ has already received the payment for the underlying order from the Customer, fonQ will refund the payment directly to the Customer within a term of fourteen (14) days after receipt of the rescission statement from the Customer. If a Purchase Agreement is rescinded after this term, the Customer must address the Professional Seller directly to have a payment refunded. fonQ is not a party to the matter and is not involved in the refunding or not of the amount paid by the Customer and/or in the exchanging of the relevant Product. fonQ is not obliged to compensate any amount to the Professional Seller on account of a Purchase Agreement that is rescinded after this term and fonQ has the right in such case to retain the Fee.
7. To be able to receive payments from fonQ, the Professional Seller must have an account with the payment service provider (PSP) designated by fonQ and have successfully completed the KYC verification procedure applied by them. To such effect, the Professional Seller must provide the information requested by the PSP and collaborate with (repeated) controls. The payments received by fonQ are deposited by fonQ, after deduction of the Fee as established in article 6.1 of these User Conditions, on the account number submitted by the Professional Seller, on condition the Professional Seller has been validated positively by the PSP by way of said KYC verification procedure. The disbursement of the payments received is in principle carried out twice a month by fonQ. fonQ prepares an invoice for these payments. No payout occurs if the Professional Seller has not been validated by the PSP.
8. fonQ offers Marketpay as a payment service to easily collect, process, and refund payments from customers. Marketpay is offered via Adyen N.V., a company registered in Amsterdam under number 34259528 and established on Simon Carmiggelstraat 6-50, 1011 DJ in Amsterdam, the Netherlands. By using Marketpay, you agree to be bound by the [Terms and Conditions of Adyen N.V.](#) In addition, users who choose to use Marketpay may not participate in activities that are



stated on the list “[Restricted and Prohibited Products and Services](#)” that is available on [adyen.com](#) (which may be updated from time to time).

Article 7 - E-mail communication between the Professional Seller and the Customer

1. For the purpose of communication between the Professional Seller and the Customer (including the after sales obligations as indicated in article 5.6), fonQ has available an e-mail functionality on the Platform, which enables both the Professional Seller and the Customer to contact each other via e-mail by way of their respective accounts. This leaves unaffected the right of the Customer to contact the Professional Seller by phone. For the use of the e-mail application, the Professional Seller does not owe an additional fee to fonQ.
2. All communications conducted via this e-mail function can be perused and used by fonQ in order to:
 - provide support to the Professional Seller and/or the Customer in case of questions and/or issues;
 - assess whether the Professional Seller is compliant with what is established in appendix 1 (Service Levels) and article 9.2 of these User Conditions; and
 - analyse process improvements.
3. The Professional Seller hereby explicitly agrees and grants permission to fonQ to peruse and use the communications that occur via this e-mail function in accordance with what is established in section 2 of this article.

Article 8 - Use of Content

1. If the Professional Seller offers Products via the Platform that are included in the product offer, the so-called catalogue, of fonQ then along with the offer of the relevant Product of the Professional Seller on the Platform, the Content, to the extent available to fonQ, is shown.
2. The Professional Seller only acquires the non-exclusive, non-transferable right to use the Content in accordance with these User Conditions and exclusively for the purpose of the sales via the Platform. The Professional Seller will thereby immediately follow all such instructions as may be given by fonQ from time to time. The Professional Seller will not apply any changes to the Content and will never (let) exercise this use in a misleading way or in a manner that is somewhat damaging to fonQ. If the Professional Seller applies changes to existing Content, these changes must meet the content requirements established by fonQ in this article 8, which requirements may from time to time be unilaterally changed by fonQ.
3. If the Professional Seller wants to offer Products on the Platform regarding which fonQ does not have any Content available, the Professional Seller must provide fonQ with the (product) information required. This (product) information must meet the requirements established by fonQ in this article 8, which requirements may be unilaterally changed from time to time by fonQ.
4. The Professional Seller guarantees that:
 - a. the product descriptions do not contain references to discounts, warranty plans, marketing slogans, or other products;
 - b. the product descriptions do not contain URLs linking to own or other websites;
 - c. the images that are supplied via a URL do not contain discount labels, watermarks, business names and/or business logos;
 - d. the (product) information provided does not violate the rights of third parties, including, though not solely, intellectual property rights (e.g., brand rights and copyrights);
 - e. the (product) information supplied by him is prepared in the language of the Environment;
 - f. the (product) information supplied by him is compliant with the national legislation and regulations of the country in which the Professional Seller offers the relevant Products, or rather the country of the Environment that the offer is directed at, including all associated information obligations.
5. The Professional Seller hereby grants fonQ a non-exclusive, transferable license to use, multiply, and disclose the (product) information obtained from the Professional Seller without restrictions and forever. This license is effective worldwide and comprises all existing and future authorisations, including all future and presently unknown manners of exploitation. The Professional Seller guarantees that he is authorised to grant this license (possibly presently already for such case as may occur) and will render all assistance if further actions are required to grant this license.
6. fonQ has the right at all times to remove, alter, or modify the (product) information that was supplied.
7. fonQ is not obliged to make use of (product) information supplied by the Professional Seller or to display such (product) information on the Platform.
8. The Professional Seller must supply the (product) information to fonQ in accordance with the conditions as stipulated in Information Business Sales.



9. The Professional Seller indemnifies fonQ completely for all damage and/or costs of any nature whatsoever that flow from non-compliance with one or more obligations of this article 8.

Article 9 - Privacy

1. fonQ provides the Professional Seller only and exclusively with the personal data of the Customers (in the following: "Customer Data") to the extent these Customer Data are necessary for the Professional Seller to implement the Purchase Agreement, also including the so-called after sales obligations. This regards in any event name, address, and place of residence (in the following: "name and address information"), e-mail address, and the phone number if an appointment for delivery must be made.
2. The Professional Seller guarantees that he will only and exclusively contact the Customers in connection with the implementation of the Purchase Agreement and the obligations flowing from the Purchase Agreement and that he will never commercially exploit or use these Customer Data. The Professional Seller will only and exclusively use and (let) include the Customer Data in one of his data files for the fulfilment of his obligations as referred to above and to comply with his accounting obligation. Also after termination of the Sales Account, the Professional Seller does not have the right to commercially exploit or use Customer Data. Upon violation of what is established in this article, the Professional Seller is liable for all damage incurred by fonQ.
3. The Professional Seller will treat all Customer Data in accordance with all applicable legislation and regulations in the field of the processing and protection of personal data.
4. fonQ does not guarantee the correctness of the (personal) data (supplied by Customers) and therefore cannot be held accountable for such in any manner by the Professional Seller.

Article 10 - Guarantees and obligations

1. The Professional Seller declares and guarantees that he is authorised to accept and observe these User Conditions, as well as the regulations as stipulated in Information Business Sales.
2. The Professional Seller guarantees that:
 - Products are exclusively offered that are in stock in sufficient amounts at the Professional Seller or - if this is not the case - these Products can be manufactured and delivered by the Professional Seller within the delivery times indicated on the Platform;
 - at all times, ninety-three percent (93%) of the Products that are offered by the Professional Seller via the Platform, is delivered within the delivery time listed by the Professional Seller on the Platform, barring to the extent the Professional Seller has established a deviating delivery time with the Customer;
 - only Products will be offered in the product categories opened by fonQ;
 - the Products offered by him are his property and are not encumbered;
 - the (characteristics of the) Products, the offer, and the information supplied by the Professional Seller for the benefit of the Platform (such as the product description, dimensions, colour, price, quantity, etc.) at all times are correct and complete and therefore never misleading, incorrect, incomplete, or otherwise in conflict with the applicable legislation and/or regulations;
 - he is authorised to offer these Products for sale on the Platform and to dispose of them;
 - the Products offered consistently are the original Products and do not regard fake Products;
 - the offer on the Platform will be compliant with the local legislation and/or regulations of the country in which the relevant Environment is operating;
 - to the extent any type of information about the Product as published on the Platform is incorrect, incomplete, or turns out to be defective in any other manner, he will accordingly inform fonQ without delay in writing and will restore such or thereby enable fonQ to modify the information;
 - the Products function properly, do not manifest any defects, and non-conformity will not obtain;
 - the Products offered by him and the (product) information provided by him do not violate any third-party rights (such as, though not solely, rights of intellectual property);
 - the actions of the Professional Seller and/or Products of the Professional Seller will not damage the reputation and/or the image of fonQ, the Platform or the Environment;
 - he will act at all times in accordance with all applicable legislation and regulations, also including, though not limited to, all applicable legislations and/or regulations regarding purchase at a distance, consumer purchases, unfair commercial practices, and the protection of personal data;
 - he is established in a country within the European Union;
 - the Products that are offered and sold on the Platform are delivered to the Customer directly from a country within the European Union;



- no Products are offered, sold, and delivered to a Customer via the Platform from a country outside the European Union;
 - he always acts in accordance with the guidelines and instructions of fonQ in the matter of the installation and the use of the Platform.
3. The Professional Seller will indemnify fonQ for and safeguard it against any disadvantage and/or damage that fonQ incurs or will incur in any form whatsoever as a result of non-compliance by the Professional Seller with the guarantees of this article.
 4. It is not permitted to the Professional Seller to send along advertising with the delivery of Products to the Customers, or to otherwise deliver commercial expressions to the Customers.

Article 11 - Intellectual property rights

1. fonQ acquires the non-exclusive, non-transferable right to use the logo and word mark of the Professional Seller for as long as the Professional Seller offers Products on the Platform, in the Environment, as well as in communications and advertising in all media for the benefit of (the offer of) the Platform.
2. The Professional Seller acknowledges that all (intellectual property) rights regarding the Environment, the layout, the Content, and all fonQ Brands and logos are and remain the property of fonQ or its licensors and may not be used in any manner by the Professional Seller without the prior written permission of fonQ. The Professional Seller will always fully respect the intellectual property rights and all other rights of an exclusive nature of fonQ, its licensors, and other third parties.
3. The Professional Seller will under no circumstance deposit and/or register an own name, a brand or domain name featuring the element "fonQ" or an element or logo resembling it. For any use of fonQ's Brands and/or logos by the Professional Seller, prior written approval must be obtained from fonQ.

Article 12 - Termination fonQ Professional Sellership

1. fonQ has the right at all times, without stating reasons, not to grant a Professional Seller a Sales Account, to stipulate additional requirements for the granting of a Sales Account, to block a Sales Account already created, or to terminate the Professional Sellership with immediate effect. This will be the case, for example, if fonQ suspects that actions are taken in violation of one or more of the applicable conditions and/or other arrangements made between parties, in case of fraud, the use of the Sales Account disturbs the proper functioning of the Platform and/or the Environment or in the opinion of fonQ it can be damaging to the reputation of fonQ or third parties, in case of bankruptcy, (provisional) suspension of payments or the application of the law on the debt restructuring of natural persons with respect to the Professional Seller, or in case the continuation of the Professional Sellership is no longer possible or can no longer be demanded of fonQ as a result of applicable legislation and/or regulations.
2. fonQ also has the right at all times to no longer provide the functionalities for the Professional Sellership, for any reason whatsoever. fonQ will inform the Professional Seller of the termination by e-mail.

Article 13 - Consequences termination fonQ Professional Sellership

1. If the Professional Sellership has been terminated for whatever reason:
 - a. the Sales Account is blocked;
 - b. the Professional Seller no longer has the right to use the Content, the Products, and the fonQ Brands (to the extent that right existed in the first place).
2. The Professional Seller cannot claim any compensation from fonQ in connection with the termination of the Professional Sellership by fonQ and the Professional Seller hereby waives any right to any compensation (of damages).
3. Through the termination of the Professional Sellership, however, the Professional Seller is not relieved of his (payment) obligations vis-a-vis fonQ that are or become due already based on orders for one or more Products placed via the Platform before the end of the Professional Sellership.
4. fonQ has the right at all times upon termination of the Professional Sellership to set off such claims it may still have outstanding on the Professional Seller against all outstanding claims of the Professional Seller on fonQ.

Article 14 - Liability and indemnification

1. The Professional Seller is fully responsible and liable for correct and timely compliance with these User Conditions, the regulations stipulated in Information Professional Sellers and all additional



arrangements that have been established between parties.

2. The Professional Seller will indemnify and safeguard fonQ and/or its staff in connection with all liabilities, obligations, claims, losses, and expenses (also including reasonable costs of legal assistance), if the damage is caused by an attributable shortcoming in complying with one or more obligations on account of the agreement concluded with fonQ or agreements that flow therefrom, the violation of these User Conditions and/or the regulations stipulated in Information Professional Sellers and/or unlawful actions or the wilful intent or gross fault on the part of the Professional Seller, his staff, or other persons who have been deployed by the Professional Seller. By liabilities, obligations, claims in the sense referred to above are also intended claims in connection with (i) product liability, (ii) violation of intellectual property rights, (iii) infringement on legislation and/or regulations regarding the protection of personal data, consumer purchases, purchases at a distance and/or unfair commercial practices, (iv) the Products not corresponding with the effective legislation and/or regulations or non-conformity and/or (v) incorrect, incomplete or otherwise defective information as included on the Platform regarding the Product, the offer, an order and/or shipment of the Product.
3. Unless the wilful intent and/or gross fault of the management of fonQ pertains, fonQ is not liable in any manner for damage and/or costs of any nature whatsoever of the Professional Seller in connection with the use of the Platform, the Sales Account, the Content and/or the Products, such as – but not limited to - damage and costs as a consequence of the improper functioning of the Platform, technical failures, incorrect Content Information, etc.
4. In case the exclusion of liability as intended in article 14.3 is declared void completely or in part by a court competent to such effect, or it is annulled, parties hereby establish presently already that fonQ in such case will only be liable for the direct damage/costs demonstrably sustained/incurred (to the exclusion of consequential damage/indirect damage/costs) and this liability for such direct damage/costs will in total never exceed € 500 (in words: five hundred euros) per case of damage and with a maximum of € 2,000 (in words: two thousand euros) per calendar year.

Article 15 - Miscellaneous

1. The Professional Seller will never pose as an agent or representative of fonQ and in particular will not make any commitments or enter into any obligations for or on behalf of fonQ. The Professional Seller safeguards fonQ entirely against all damage and/or costs of any nature whatsoever that flow from non-compliance with this article.
2. The Professional Seller does not have the right to transfer (a part of) his rights on account of the agreement with fonQ (which these User Conditions are a part of) to a third party, unless fonQ has given its written permission for this beforehand.
3. fonQ always has the right to unilaterally modify these User Conditions and (the content of) Information Business Sales. In case of a modification that significantly alters the rights or obligations of the Professional Seller, fonQ will accordingly inform the Professional Seller by way of an e-mail. The modified User Conditions will be effective as from the moment that they have been published in the Environment. If a Professional Seller continues to make use of his Sales Account after, he thereby accepts the applicability of the modified User Conditions and/or Information Business Sales.
4. If one or more provisions of these User Conditions were to be or become non-binding, invalid, or impracticable, the other provisions remain fully effective. The relevant provision will in such case be modified in such a manner that it will be in accordance with the applicable law, as much as possible with due observance of the purport of the relevant provision.
5. The Professional Seller agrees that his collaborators will be informed by fonQ from time to time by e-mail via the e-mail addresses known to fonQ regarding the use and the possibilities of the Platform and/or Sales Account, such as, though not limited to, the functioning and (any possible new) (application) options of the Platform and/or the Sales Account (so-called service e-mails).

Article 16 - Applicable law and competent court

1. Exclusively applicable to the agreement between fonQ and the Professional Seller, including the underlying User Conditions, is Netherlands Law, and disputes will be exclusively submitted to the competent Netherlands court of law in Utrecht.



APPENDIX 1 - Service Levels Professional Sellers

The Professional Seller will comply with the following service levels, by which the level of the provision of services of the Professional Seller to the Customer is determined:

- Answer customer queries within 24 hours after receipt thereof on the Platform;**
- Being available telephonically on business days between 9.00 AM and 5.00 PM;
- Process cancellation requests of the Customer within 24 hours after the receipt thereof on the Platform;
- Process and deliver orders within the delivery time indicated on the Platform;
- Process return items received within 24 hours.

The Professional Seller commits himself to achieve maximum customer satisfaction. This is translated into the following standards:

- Delivery on time $\geq 93\%$ of the total number of shipments
- Seller cancellations $\leq 2\%$ of the total number of orders
- Customer queries $\leq 2\%$ of the total number of orders
- Return shipments $\leq 10\%$ of the total number of shipments *
- Answering the phone $\geq 90\%$ of the cases within 1 minute **
- Overall review rating at least 4 (out of 5) or higher
- Track & trace code 100% of the total number of shipments

*) This percentage is calculated on return shipments with grounds for returning: wrong item, damage, defects, item incomplete or not received; item not according to expectation or received too much/many.

***) On business days between 9.00 AM and 5.00 PM.

fonQ will register and analyse the (performances of the Professional Seller against the) service levels referred to above on the basis of the information available to it. To the extent a difference of opinion were to arise between parties regarding the performance of the Professional Seller as against the various service levels, the (technical) systems and associated records of fonQ will be decisive.



APPENDIX 2 - Commission model

The commission is calculated on the total sales price inclusive of VAT.

The standard commission is 15% + € 1.00 in each of the ten main categories of fonQ, as listed in bold below. The commission in some underlying product groups deviates from the standard, as is indicated in the model below.

Furniture	15% + € 1.00
Large furniture such as Couches, Closets, Tables, Chairs	13% + €3.00
Small furniture such as Rugs & Hangers	15% + €1.00
Lighting	15% + € 1.00
Smart Lighting	13% + €1.00
Home accessories	15% + € 1.00
Beds	15% + € 1.00
Beds & Box springs	13% + €3.00
Cooking & Dining	15% + € 1.00
Kitchen appliances such as wine fridges	6% + €3.00
Kitchen appliances small mixers & toasters	6% + €1.00
Garden & Balcony	15% + € 1.00
Large furniture such as Garden Furniture & Log Cabins	13% + €3.00
Pools & Jacuzzis	10% + €1.00
Play equipment such as Trampolines Playhouses	10% + €1.00
Bathroom	15% + € 1.00
Large sanitary objects such as Tubs & Toilets	10% + €1.00
Bathroom furniture such as Basins & Cabinets	13% + €3.00
Household	15% + € 1.00
Household appliances such as Irons & Ventilators	6% €1.00
Baby & Kids	15% + € 1.00
Large furniture such as Cabinets & Beds	13% + €3.00
DIY	15% + €1.00

