

GENERAL TERMS AND CONDITIONS OF RENTAL AND SALE

1. Scope of the General Terms and Conditions: Unless otherwise agreed to in writing, the following general terms and conditions of rental and sale (hereinafter referred to as the 'General Terms and Conditions') are applicable to all rental and sales contracts entered into with SipWell and services offered by SipWell NV, Technologielaan 3, 1840 Londerzeel, registered with the Crossroads Bank for Enterprises under enterprise number 0450. 274. 592 (hereinafter referred to as 'SW'). The General Terms and Conditions are also applicable to contracts entered into online via the online shop (the 'Online Shop') at www.sipwell.com (hereinafter referred to as the 'Website'). By entering into a contract or contracts with SW (whether through the Online Shop or by other means), the renter and/or purchaser (hereinafter referred to as the 'Customer') confirms that he or she has integrally read these General Terms and Conditions, which can be found on the reverse side of the order form and on the Website, and confirms that he or she unconditionally undertakes to comply therewith. These General Terms and Conditions always take precedence over any general terms and conditions on the part of the Customer.

2. Formation of a contract: A contract entered into between parties only takes effect as of the time that both the Customer and SW have signed the order form or the Customer has placed the order through the Online Shop.

3. Range and Price: SW rents out and sells water coolers, coffee machines (hereinafter collectively referred to as 'SW appliances') and related articles, as detailed in the order form or on the Website. Images of the SipWell articles on the Website are solely for illustrative purposes and could contain elements that are not included in the price or deviations from the product. Prices stated on the order form and the Online Shop are in euros and are inclusive of VAT and any applicable taxes. SW reserves the right to at any time amend the price of the appliances and associated articles offered. If an order is placed, the price listed on the Website at the time of placing the order or on the order form is the applicable price.

4. Duration: The contracts with SW that pertain to the rental of SW appliances, the purchase of water bottles and/or the maintenance of SW appliances are entered into for a period of 36 months, unless otherwise stipulated, as stated on the front of the order form or on the Online Shop. These contract or contracts commence as of the time that SW has installed the appliance at the Customer's. In the event of the contract being extended, indexation or another complementary price adjustment could be applied, of which the Customer shall be informed within the first month after the original expiry date of the previous contract. Price adjustments due to indexation and/or inflation do not entitle the Customer to premature termination, other than in those events referred to in article 17. In the event of price adjustments not related to the health index and/or inflation, the Customer has the right to terminate the contract by means of registered letter, subject to a period of notice of 1 month as of the time of the price adjustment.

5. Delivery: SW undertakes to deliver the appliances and associated articles ordered by the Customer to the address stated on the order form or on the Online Shop. The Customer is obliged to receive the articles delivered by SW at the agreed-to time and to provide the required space therefore so that the articles can be delivered to the address provided by the Customer. The Customer is obliged to, at his or her own costs, provide the necessary facilities prior to the delivery (such as a power connection and a water connection from the water mains for the water cooler). At the time of delivery the Customer must sign the delivery order for receipt. Should the Customer be unable to receive the articles at the agreed-to time, SW reserves the right to charge a fixed delivery fee of €30.25 including VAT. All deliveries for €30.25 or more will be delivered free by SW. For deliveries of less than €30.25, the Customer is charged €6.03 per delivery for transport costs. A kilometre levy of €1.66 including VAT is also charged to the Customer every time SW calls on them. This sum can be amended should the relevant legislation be amended. Notwithstanding article 12, the Customer bears the risk with respect to the articles delivered as of the effective delivery thereof. If SW is unable to fulfil the delivery within the proposed time, SW shall inform the Customer thereof by email. In that event the Customer is entitled to demand that SW perform the delivery within an additional period of no more than 1 month. Should the Customer wish to postpone the proposed delivery date, then he or she must submit an application for a postponed delivery. An application for a postponed delivery must be submitted in writing to SW by the Customer at least 8 workdays prior to the planned delivery. In the event of a delivery being postponed, the Customer and SW shall consult in order to set a new delivery date, without such being later than 1 month after the order. If the Customer does not submit an application for a postponed delivery in good time to SW and the Customer fails to take delivery of the articles when they are delivered, SW is entitled to store the articles at the expense of the Customer and at the latter's risk and expense. SW reserves the right to perform partial deliveries that likewise constitute partial sales. The partial delivery of an order can under no circumstances be grounds for the refusal to pay for the delivered articles. If the delivery requires the use of special materials, then the costs for such are payable by the Customer. SW reserves the right to suspend the delivery of water bottles due to a breach on the part of the Customer of his or her obligations contained in these General Terms and Conditions, including but not limited to the late payment of an invoice by the Customer. This suspension commences 8 workdays after a registered letter of demand is sent. A suspension of the delivery of water bottles does not automatically mean that the other provisions of the contract are suspended or that the contract is terminated in its entirety.

6. Price indexation in the event of rental: In the event of the rental of SW appliances, the Customer accepts that the sum of the basic rental price is linked to the health index. The prices shall be automatically proportionally adjusted every year by law.

7. Methods of payment: The periodic purchase of water bottles and, where applicable, the rental of SW appliances and the maintenance thereof will be invoiced on a monthly or annual basis, according to the wishes of the Customer, as determined on the order form. Invoicing for the rental of the SW appliances and invoicing for the delivery of water bottles could occur at different times. The Customer undertakes to pay the invoices sent by SW directly after the invoice date, subject to an agreement stating otherwise. If the Customer does not pay the invoice by the due date, standard default interest of 10% per annum is charged by law and without prior notice of default being required. If the invoiced sum is still not paid within 15 days of the notice of default being sent, then a fixed sum is moreover payable by the Customer of 10% of the invoiced sum. If the Customer has opted to pay by direct debit, then the direct debit order remains applicable for the entire duration of the contract.

8. Deposit: Should the Customer rent the SW appliances, he or she undertakes to pay a deposit, as determined on the order form or the Online Shop. The Customer is in any event not entitled to any interest payments on the outstanding sum of the various deposits. The Customer pays a deposit of €12.27 per bottle for the SW water bottles. The parties agree that this deposit shall apply as payment on the part of the Customer of a monetary sum acting as security for the compliance with all the obligations arising from the contract that the Customer has entered into with SW. SW reserves the right to, in the event of noncompliance on the part of the Customer with respect to his or her obligations under this contract, lawfully deduct the sum payable and without additional notice of default being required from the sum of the deposit paid by the Customer upon entering into this contract. Should the Customer decide to terminate the direct debit specified in article 7.4, SW reserves the right to adjust the deposit sum.

9. Use of the SW appliances and related articles: The Customer shall ensure that the SipWell water bottles are only used for those products delivered by SW. The Customer shall never use the bottles for any purpose other than what they are intended for or fill them with another liquid and/or solid other than water. The Customer shall always take good care of the SW appliances and the water bottles, shall keep them in clean and hygienic condition and shall always comply with the instructions of SW in this respect. The SW appliances and the bottles must be protected from sunlight, other heat sources and dust by the Customer. Only SW bottles may be mounted on a SipWell water cooler. The SW appliances may under no circumstances be placed outside in the open air. The Customer shall remain responsible for ensuring that the required parameters for the SW appliances to work properly are regularly checked in order to prevent unnecessary damage being caused. In the event of abnormal parameters or damage to an SW appliance, the Customer must forthwith inform SW thereof in writing.

10. Maintenance of the appliances: The Customer undertakes to have the SW appliances maintained by SW, as agreed to on the order form or through the Online Shop (if a maintenance contract was taken out), or at the request of the Customer at the applicable rates. The Customer shall be responsible for any repairs to or replacement of the SW appliances when damage is due to the noncompliance with the instructions for use, as provided for in article 9, negligence or misuse on his or her part. The Customer can be held responsible and required to pay all repair and replacement costs for the SW appliances that result from this. SW reserves the right to, for every SW appliance that is no longer under guarantee, conduct a prior inspection before concluding a maintenance contract in order to assess whether the appliance in question is in good condition. Should it emerge that the SW appliance is defective, then it shall first have to be repaired before a maintenance contract can be taken out. The Customer shall always permit SW to access the areas where the SW appliances are located so that SW can perform the maintenance and repairs, as well as to deliver the ordered bottles and collect the empty ones.

11. Complaints: SW must be informed by registered letter of any complaints with respect to the delivery within 5 workdays of said delivery. SW must be informed by registered letter of any complaints with respect to the invoice within 5 workdays of the invoice date. Reporting a complaint does not entitle the Customer to suspend payment, whether wholly or partially.

12. Property and retention of title: The SipWell water bottles remain the property of SW at all times and are subject to a deposit as provided for in article 8.2 of these General Terms and Conditions. The empty bottles will be collected by SW at the same time as the delivery of the full bottles. In the event of the rental of SW appliances:

- they remain the exclusive property of SW and the Customer undertakes not to sell them, transfer them, sub-rent them, pledge them and/or encumber them with a mortgage;
- they may only be moved to a different address after emphatic written permission is received from SW;
- the Customer undertakes to not alter or repair such and acknowledges that only SW can act as the repairer.

In the event of the rental of an SW appliance, the customer shall immediately inform SW in writing if:

- SW appliances and/or water bottles in the possession of the Customer are, whether wholly or partially, stolen, damaged, claimed or involved in an accident that has caused physical or material damage;
- a third party wholly or partially seizes or attaches the SW appliances and/or water bottles in the possession of the Customer. In that event the Customer shall inform the executing bailiff and the attaching party of the fact that he or she is not the owner of these articles.

In the event sale, the SW articles shall, notwithstanding the application of article 5.4 of these General Terms and Conditions, remain the exclusive property of SW as long as the price, expenses, interest and any compensation that is payable by the Customer is outstanding.

13. Guarantee: The statutory guarantee of 2 years applies to the SW articles, with the exception of consumer goods such as the water bottles. SW undertakes to remedy free of charge all defects (with the exception of those cases referred to in article 13.4) that occur during the guarantee period and that are reported within the period specified in article 13.2, either by repairing the articles or by replacing them. The Customer must report all non-conformities within the meaning of the statutory guarantee within a period of two (2) months after establishing such in writing to SW. If SW is not informed of a defect within two months, the Customer loses the right to lodge a claim against SW on the grounds of a lack of conformity. Defects that are the result of normal wear and tear or of inappropriate use on the part of the Customer or that are due to external causes and those defects that occur after the articles are altered or repaired by parties other than the SW technicians are not covered by this guarantee. The guarantee only covers those articles manufactured by SW and any defects due to the use of water bottles or other products on an SW appliance that are not manufactured by SW are not covered by this guarantee. The other articles are only guaranteed by their manufacturers in accordance with their own provisions.

14. Liability: Under no circumstances shall SW be held liable for damage that is directly or indirectly attributable to negligence or incorrect usage on the part of the Customer of the delivered articles or due to alterations to the delivered articles performed by the Customer. The Customer is liable for any damage arising from the incorrect or negligent use of the SW appliances and other SW articles and the Website, whereby SW reserves the right to integrally recover any losses it incurs as a result thereof from the Customer. SW disclaims all liability for any immaterial, indirect or consequential damage (including but not limited to loss of profits, financial loss, interruption of activities, loss of data or claims on the part of third parties), except in cases of fraud, deliberate error or grave error on the part of SW. With respect to the SipWell water coolers that are connected to the water mains, SW can under no circumstances be held liable for any damage caused by the water from the mains. SW cannot be held liable for any irregularities in respect of the quality of the water supplied via the water mains. Total liability on the part of SW is in any event limited to those sums invoiced and effectively paid under the contract.

15. Right of withdrawal: In the event of a sale by means of distance-selling via the Online Shop, or a sale concluded outside of SW's retail space, the Customer has the right to withdraw from this sale without stating the reasons therefore (the Right of Withdrawal) within a period of fourteen calendar days, starting from the day upon which the Customer physically takes possession of the ordered article. The Right of Withdrawal can be exercised by means of a completed model form that is available on http://economie.fgov.be/nl/binaries/Bijlage_2_WER_VI_Modelformulier_voor_herroeping_tcm325-246013.pdf or by means of an unambiguous declaration that clearly states the decision to cancel the contract. Should the Customer employ the Right of Withdrawal, the Customer must return the delivered articles within a period of 14 calendar days of the day upon which the Customer informed SW of the withdrawal decision. SW will return all payments performed by the Customer, including any delivery charges (insofar as these do not exceed the cheapest delivery option offered by SW), using the same method of payment that was used to pay for the delivered articles by the Customer. SW can delay the repayment until the articles that constitute the object of the Right of Withdrawal are received by SW or the Customer demonstrates that these articles were sent. The delivered articles must be returned in their original packaging, including accessories and accompanying documentation.

The Right of Withdrawal does not apply to:

- service contracts, such as the maintenance contract, after the complete performance of the service if the performance has commenced with the express prior consent of the Customer, and provided that the Customer acknowledges that he or she loses the Right of Withdrawal as soon as SW has performed the contract in full;
- the delivery of articles manufactured according to the specifications of the Customer, or that are clearly intended for a specific person; the delivery of articles that go off quickly or that have a limited shelf-life.

16. Processing of personal data: The Customer's personal data is recorded in an SW customer database and processed pursuant to the Law of 8 December 1992 on the protection of privacy in relation to the processing of personal data. This data shall only be used for customer administration, the execution of this contract and for direct marketing purposes that allows the Customer to remain informed of the latest services and products offered by SW. This data shall only be used by SW and shall not be transmitted to third parties. By accepting these provisions, the Customer consents to the use of the data pursuant to the conditions detailed above. The Customer can use his or her right of access, correction and objection in respect of this data free of charge by approaching the party responsible for this processing: SipWell NV, Technologielaan 3, 1840 Londerzeel. Should the Customer be registered with the Online Shop, then the Customer is responsible for keeping his or her log-in details and password confidential.

17. Termination and notice: The parties acknowledge that the contract can be wholly or partially terminated prematurely by law and without prior notice of default being required and/or judicial intervention by either party in the event of a breach on the part of the other party of any provision of these General Terms and Conditions that is not remedied within 15 workdays of such being demanded by registered letter. In the event of the premature termination of a rental contract, the Customer is obliged to pay SW compensation equal to the rental sums that would become payable as of the date of the premature termination until the standard end date of the rental contract, at a minimum of €250 per rented SW appliance. If, aside from the rental of an SW appliance, the rental contract also includes a minimum purchase obligation (a 'package contract'), the Customer shall be obliged to pay SW compensation equal to 50% of the 'pack' sums still payable as of the date of the premature termination until the standard end date of the 'pack' contract, at a minimum of €250 per rented SW appliance. In the event of termination, the party that remains in breach with respect to the proper execution of the contract shall be obliged to pay the other party compensation equal to that in the event of the premature termination of the contract as provided for in article 17.2. The contract is terminated by law and without prior notice of default being required if either SW or the Customer find themselves in a state of suspension of payments, insolvency, bankruptcy or liquidation. If either the Customer or SW does not give notice no later than 2 months prior to the end date of a fixed-term contract by registered letter, the contract shall be tacitly extended by 36 months or by a period otherwise stipulated. A tacit extension of the contract implies an extension under the original conditions. In the event of the termination of the contract, the Customer must, without prior notice of default, return all SW articles to SW within 8 workdays. SW reserves the right to charge the Customer for the value of every SW appliance that is still in the Customer's possession after that period. The value is fixed at €800 per appliance. When collecting an SW appliance, SW charges the Customer for reconditioning and sterilising the appliance at a sum of €45.76 including VAT per appliance, plus transportation costs of €30.25 including VAT.

18. Force majeure: In the event of force majeure, SW and the Customer are entitled to suspend the contract or reach a settlement in consultation without either party being liable to pay compensation. Force majeure is understood to be a situation where the performance of the contract by one of the parties is prevented, whether in its entirety or partially and whether or not temporarily, due to circumstances outside of the party's control. The following circumstances are deemed as force majeure, without such being limited to these: electricity or telecommunication failures, natural disasters, exceptional weather conditions, war, delays or failures of deliveries by the suppliers of a party, strikes or lock-outs and intervention by the authorities. In such cases the parties shall make every reasonable effort to limit the consequences of the situation of force majeure.

19. Disputes: Belgian law is applicable to all contracts concluded with SW. All other general terms and conditions are emphatically precluded. Depending on the sum concerned, the courts of the district of Antwerp and the justice of the peace court of the court district of Meise are exclusively competent to hear all disputes that could arise from any contractual relationship with SW, including disputes concerning the application and the interpretation of these General Terms and Conditions, notwithstanding the right of the Customer to, if he or she is a consumer within the meaning of article 1.1.2 of the Code of Economic Law, take legal action against SW in the courts of the location where the consumer is a resident.

20. Bankruptcy, liquidation, takeover: In the event of bankruptcy, liquidation or a takeover, the Customer shall forthwith inform SW so that SW can continue to make the SipWell products available without further conditions being stipulated. The Customer shall perform all actions in this respect, either personally or through the agency of a liquidator, the trustee, buyer, etc. Should one of the parties end up in insolvency proceedings, any debts and claims between the parties shall be paid.

21. Divisibility: If any of the provisions of these General Terms and Conditions are unenforceable or are in conflict with imperative law, then such shall not affect the validity and enforceability of the other provisions of these General Terms and Conditions. In such an event the parties shall negotiate in good faith for the purpose of substituting the unenforceable or conflicting provision with an enforceable and valid provision that corresponds as closely as possible to the purpose and scope of the original provision.

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