



## Terms and Conditions Smart Distribution Technologies GmbH

These terms and conditions ("**Terms**") govern your access to and use of features, services, and functionalities of Distri-Smart.com ("**DistriSmart**") for registered business customers to purchase products for business purposes. These Terms constitute an agreement between Smart Distribution Technologies GmbH and/or its affiliates ("**DistriSmart**," "**we**," "**us**," or "**our**") and the entity you represent ("**you**"). Please note that your use of DistriSmart is also governed by all other applicable terms, conditions, policies, limitations, and requirements on the Distri-Smart.com website, all of which (as changed over time) are incorporated into these Terms. These Terms supersede all others in case of inconsistency. Capitalized terms have the meanings given to them in these Terms. Please also see our **Privacy Policy**.

### 1. REGISTRATION

An organisation has an account with DistriSmart ("Account") once an individual associated with the organisation registers the business and creates the first user account associated with that organisation. That individual can invite others to be part of the organisation's Account. Each additional user that purchases or otherwise acts on behalf of the business and joins the organisation's Account must create a new user account that is part of and associated with the organisation's Account. Accounts and user accounts are intended for businesses and business-related organisations and may be used solely for business purposes. To create a user account, users must use a valid email address. Unless explicitly permitted, and unless an organisation has several VAT numbers, a user may only create one account per email address. Once you complete the Account registration and verification process, your organisation will be registered with DistriSmart. Depending on its VAT number, your organization will be assigned to the relevant region of DistriSmart (Germany, Belux or Netherlands). An organization having VAT numbers in more than one region will have to register with each corresponding region of DistriSmart separately.

### 2. ACCOUNT MANAGEMENT

You are responsible for all activities that occur under your organisation's Account and any associated user accounts, regardless of whether the activities are undertaken by you, your employees or a third party (including your contractors or agents). Except to the extent caused by our breach of these Terms, we and our affiliates are not responsible for unauthorised access to your Account or user accounts. You are solely responsible for maintaining the security of your password. You may not disclose your password to any third party (other than third-parties linked to your Account or associated user accounts in accordance with these Terms) and are solely responsible for any use or action taken under your password. You will contact us immediately if you believe an unauthorised third-party may be using your Account or associated user accounts or if your or their related information is lost or stolen.

In particular, you may not disclose your password to any third-party that is a direct or indirect competitor of DistriSmart. If such a party enters your account because you shared your password,

voluntarily or due to a gross negligence, DistriSmart will reverberate upon you any loss (financial or non-financial) resulting from the breach of these Terms.

### **3. BUSINESS AND ORDER VERIFICATION**

We may use the business name, address, VAT number or business identification number and any other information you provide about your organisation or users or that we may request or determine is necessary to verify accuracy and eligibility for DistriSmart. We may make, directly or through third-parties, inquiries to validate information that you provide to us. We may accept or refuse use of DistriSmart at our discretion and may modify purchasing rights or privileges at any time. Any information or documents you provide may be shared with third-parties that offer certain DistriSmart features for verification purposes in accordance with our Privacy Policy.

### **4. ELECTRONIC COMMUNICATION**

When you use DistriSmart or send e-mails, and other communications to us from any kind of device, you are communicating with us electronically. We will communicate with you electronically in different ways (e-mail, xml, communications on the website, etc.). For contractual purposes, you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement for such communications to be in writing - unless of course mandatory applicable laws specifically require a different form of communication.

### **5. REPRESENTATIONS, WARRANTIES AND COVENANTS**

You represent, warrant and covenant that:

- (a) you are using DistriSmart for business purposes and you agree that you will not purchase any products from Distri-Smart.com for purposes which are not related to your trade, business or profession;
- (b) your organisation is duly established, validly existing and in good standing in the jurisdiction in which it is registered;
- (c) the individual entering into these Terms on behalf of your organisation has all necessary legal authority to bind you to these Terms;
- (d) you have all requisite right, power, and authority to enter into these Terms, perform your obligations, and grant the rights and authorisations in these Terms;
- (e) any information provided or made available by you to DistriSmart or its affiliates is at all times accurate and complete;
- (f) you and all your subcontractors and agents will comply with all applicable laws, rules, regulations, codes, orders and other requirements of governmental agencies ("Laws") in the exercise of your obligations and rights under these Terms and in the purchase and use of any products from Distri-Smart.com;
- (g) all users who use business features or purchase on behalf of your organisation are authorised to do so and all purchases made by these users are authorised purchases of your organisation;
- (h) you will use any products purchased from Distri-Smart.com as intended by the manufacturer and in compliance with all product information provided by the manufacturer;
- (i) your purchase of products from us will not, either by export, sale or use of those products, your legal status or otherwise, cause us to violate any Law; and
- (j) you are not an agent of DistriSmart and agree to comply with the provisions of any anti-bribery or anti-corruption laws applicable to you. You are not, and are not associated with, any person or entity

subject to any European Union economic sanctions, embargoes or restrictive measures. You agree (i) not to export any product to any entity or person within any country subject to European Union economic sanctions or embargoes without obtaining prior authorisation from the relevant government, (ii) not to export or provide items to persons that are ineligible under European Union Law to receive those items, and (iii) that any products purchased by you will not be used, or made available to a third-party for use, in any activities directly or indirectly related to unlawful, terrorist or war activities.

## **6. LICENSE**

Subject to your compliance with these Terms and your payment of any applicable fees, DistriSmart or its content providers grant you a limited, non-exclusive, non-transferable, license to access and use DistriSmart solely in accordance with these Terms. This license does not include the right to resell any DistriSmart feature, the collection and use of product listings, the derivative use of DistriSmart, the download or copy of DistriSmart information for the benefit of another merchant, nor any use of data-mining, robots, or similar data gathering and extraction tools. All rights not expressly granted to you in these Terms are reserved and retained by DistriSmart or its licensors, suppliers, publishers, rightholders, or other content providers. No feature or part of DistriSmart may be reproduced, duplicated, copied, sold, resold, or otherwise exploited for any commercial purpose without express written consent of DistriSmart. You may not frame or utilise framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of DistriSmart without express written consent. You may not use any meta tags or any other "hidden text" utilising DistriSmart's name or trademarks without the express written consent of DistriSmart. You may not misuse DistriSmart. You may use DistriSmart only as permitted by Law. The licenses granted by DistriSmart terminate if you do not comply with these Terms.

## **7. COPYRIGHT, DATABASE RIGHTS AND TRADEMARKS**

All content made available through Distri-Smart.com (e.g. text, graphics, logos, images, audio/video clips, etc.) is the exclusive property of DistriSmart and/or its content suppliers and is protected by German and international copyright, authors' rights and database right laws.

You may not extract and/or utilise the contents of Distri-Smart.com without our express written consent. In particular, you may not utilise any data-mining, robots, or similar data gathering and extraction tools on the content (or substantial parts of it) of Distri-Smart.com, without our express written consent. You may not either create and publish your own database featuring substantial parts of Distri-Smart.com (e.g. our prices and product listings) without our express written consent. Graphics, logos, page headers, icons and scripts made available through Distri-Smart.com are trademarks of DistriSmart. DistriSmart's trademarks may not be used in connection with any product or service that is not DistriSmart's, in any manner that is likely to cause confusion among customers or in any manner that may harm DistriSmart. All other trademarks not owned by DistriSmart that appear on Distri-Smart.com are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by DistriSmart.

## **8. INDEMNIFICATION**

You agree to indemnify, defend and hold us and our affiliates harmless (including our and their representatives) against any loss, claim, damage, settlement, cost, expense, tax or other liability (each a "Claim") arising from or related to (a) any breach of the Terms, (b) any unlawful or improper use by

anyone of any product ordered by you, or (c) your negligence or voluntary misconduct. You will use satisfactory counsel to defend each Claim. If at any time we reasonably determine that any Claim might adversely affect us, we may take control of the defense at our own expense. You may not consent to the entry of any judgment or enter into any settlement of a Claim without our prior written consent, which may not be unreasonably withheld.

## **9. DISTRI-SMART.COM SITE AND FEATURES**

### **BUSINESS PRICING**

Despite our best efforts, a small number of the items in our catalogue may be mispriced. We will verify pricing when processing your order and before we take payment. If we have made a mistake and a product's correct price is higher than the price on the website, we may either contact you to request whether you want to buy the product at the correct price or cancel your order. If a product's correct price is lower than our stated price, we will charge the lower amount and send you the product.

In addition, we may provide you personalised discounts. In these cases, the final price on the checkout page will reflect this discount. You agree that any pricing or discount that DistriSmart provides to you are the confidential and proprietary information of DistriSmart. You agree not to manually copy or use any data-mining, scraping, or similar data gathering and extraction tools with respect to such pricing or discounts.

### **INVOICE PAYMENT**

Eligible DistriSmart customers can shop on Distri-Smart.com using invoicing with payments at term. Payment terms are approved in our sole discretion and subject to these Terms.

- Your **eligibility** for Invoice Payment is subject to satisfactory credit checks. DistriSmart may perform these credit checks itself or outsource them to a third party, use any information available in the public domain and exchange data with credit agencies. You will promptly, upon our reasonable request, provide any additional information, and you authorise us to request and obtain such information from government authorities as permitted by law. If you fail to comply, we may terminate or suspend your ability to purchase with Invoice Payment. You commit to provide accurate and complete information and update said information as necessary to ensure it remains at all times accurate and complete.
- DistriSmart may apply a **credit limit** to your Account. Credit limits are determined for example based on risk factors associated with your business, your location, your registration information and the requirements of applicable law. A set credit limit is applied to your entire Account and takes into consideration outstanding payments. Any purchases made over the credit limit will be payable immediately before shipment of the item. Your credit may be increased, reduced, suspended, or revoked by DistriSmart at any time and for any reason.
- **Payment terms** for any order eligible for Invoice Payment are net thirty (30) days from the date of shipment or within such other time period in accordance with any invoice instructions and applicable payment policies.
- If you have used Invoice Payment and the item you received was damaged, defective, or materially different from the item represented on Distri-Smart.com, you should make a claim under our warranty. You may not withhold payment for any item purchased under Invoice Payment for any reason.

### **ORDER CONFIRMATION**

When you place an order to purchase a product on Distri-Smart.com, we will send you a message confirming receipt of your order and containing its details ("Order Confirmation"). The Order

Confirmation acknowledges receipt of your order, but does not confirm our acceptance. We only accept your order, and conclude the contract of sale when the product is dispatched to you and we send you a message confirming the shipment ("Shipment Confirmation"). If your order is dispatched in more than one package, you may receive a separate Shipment Confirmation for each package, which will conclude a separate contract of sale between us for the product(s) specified in that Shipment Confirmation. Your contract is with Smart Distribution Technologies GmbH. You consent to receive sales invoices electronically. In addition, invoices will also be made available in the "Your Account" area of Distri-Smart.com. For each delivery, we will inform you when an electronic invoice is available.

### **DELIVERY**

Unless agreed otherwise, the supplier will directly drop ship the goods to the delivery address indicated by you. You will find information on the availability of products sold by DistriSmart on their respective product detail page. All information about the availability, shipping or delivery of a product is an estimate and is not binding, unless expressly stated otherwise in the shipping options for the respective product. While processing your order, we will keep you informed if we notice that the products you ordered are not available.

If the goods cannot be delivered to you because of the setup of your delivery place, or because you are not present at the delivery place even though you were informed of the delivery time reasonably in advance, you will have to bear the cost of such failed delivery.

### **RETURNS**

If you wish to return an item or if you received an item that was damaged, defective, or materially different from the item represented on Distri-Smart.com, please follow the below instructions and fill in our return form. The shipment costs for returning the said item may be at your own cost. Your request will only be taken into account using this form.

- All requests have to be sent in through the return form (demands by phone, email or fax will not be treated). The description of the reason for return must be complete and accurate, otherwise the request will not be treated.
- Items returned must be accompanied with a copy of the return form. They will otherwise not be treated. You will carry shipment costs of the return (unless there is a defect on arrival - see next point).
- In case of defect on arrival, DistriSmart will provide shipment instructions to collect the defective item, then will decide to replace or to issue a credit note. All transportation charges (back and forth) will be carried by DistriSmart.
- On selected items, end-users benefit from a product warranty of variable length unless there has been excessive wear & tear and/or non-conform usage. In these cases, the items must be accompanied by a proof of purchase of the end-user, stating the date of purchase. You will carry the freight charges of sending back the defective item, but DistriSmart will carry the charges for returning the replaced item to you. If the problem is due to non-conform usage, then you will carry charges both way

## **10. DISCLAIMER**

DistriSmart makes no warranty or representation concerning the accuracy of product information displayed. Our sole liability for any losses or damages arising from any inaccuracy in the product information will be limited to reimbursement of the price paid for that product. DistriSmart disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability for a particular purpose or non-infringement of intellectual property rights to the fullest extent

permissible by applicable law. DistriSmart also disclaims any liability for claims arising out of misuse, improper selection, improper installation, modification, misrepair or misapplication of the product.

## **11. LIMITATIONS OF LIABILITY**

We will do our very best to ensure that availability of Distri-Smart.com will be uninterrupted and that transmissions will without error. However, due to the nature of the internet, this cannot be guaranteed. Your access to Distri-Smart.com may also be occasionally suspended or restricted to allow for repairs, maintenance, or the introduction of new features. We will attempt to limit the frequency and duration of such suspension or restriction.

Under no circumstances will DistriSmart be liable for any consequential, incidental, special, exemplary or punitive damages, including, but not limited to, lost profits resulting from your purchase of any products on Distri-Smart.com, even if DistriSmart has been advised of the possibility of such damages. DistriSmart's liability in all events is limited to the purchase price paid for the product that gives rise to any liability.

## **12. ENTIRE AGREEMENT**

These Terms and any applicable terms, conditions, policies, requirements or limitations contained on the Distri-Smart.com website constitute the exclusive and complete agreement between DistriSmart and you. DistriSmart will not be bound by any term, condition, obligation, or other provision which is different from or in addition to the provisions of these Terms or which may be in any order, receipt, acceptance, confirmation, correspondence or other document.

Any purchase order (PO) number or other internal information particular to your organisation that is provided by a user during the purchasing process is provided only for your internal purchase tracking. DistriSmart doesn't agree to terms, conditions, obligations, or provisions that are different from or added to these Terms and the policies and information on the Distri-Smart.com website.

## **13. AGREEMENT CHANGES**

We may in our discretion change these Terms or any aspect of DistriSmart, without prior notice. From time to time, DistriSmart may choose in its sole discretion to add or remove benefits or features on Distri-Smart.com. If any change to these Terms is found invalid, void, or for any reason unenforceable, that change is severable and does not affect the validity and enforceability of any remaining changes or conditions. Your continued use of your Account after we change these terms constitutes your acceptance of the changes. If you do not agree to any changes, you must cancel your Account and user account.

## **14. TERM AND TERMINATION**

These Terms will be applicable on the date you click to accept them and will continue until you or we terminate them. We may terminate these Terms and access to your Account, user account or use of any business features at our discretion with or without notice. You are entitled to terminate these Terms by giving us notice and closing your account. Upon termination, all rights and obligations under these Terms will automatically terminate except for any right of action occurring prior to termination, payment obligations, and obligations that are intended to survive termination.

## **15. FORCE MAJEURE**

We will not be liable for any delays in delivery or failure to perform any of our obligations under these Terms by reasons, events or other matters beyond our reasonable control.

## **16. CONFIDENTIALITY AND PUBLICITY**

You will (a) protect and not disclose information made available by us that is identified as confidential or that reasonably should be considered confidential; (b) use this information only for internal purposes and in connection with your use of Accounts; and (c) destroy or return all such information to us promptly when the Terms terminate (and, upon request, confirm such destruction in writing). This covers all confidential information regardless of when you receive it. Unless you have received our express written permission, you will not use any trademark or other proprietary right of ours, issue press releases or other publicity relating to us or these Terms, or refer to us in promotional materials.

## **17. SUGGESTIONS**

If you choose to provide or make available suggestions, comments, ideas, improvements, or other feedback to us in connection with or related to Accounts (including any related technology), we will be free to use, disclose, reproduce, modify, license, transfer and otherwise distribute, and exploit any of the foregoing information or materials in any manner.

## **18. MISCELLANEOUS**

Your use of Accounts is subject to the disputes and applicable law provisions of these Terms, which are incorporated by reference.

The parties to these Terms are independent contractors. These Terms do not create any third-party beneficiary rights in any individual or entity that is not a party to these Terms. You may not assign these Terms, by operation of law or otherwise, without our prior written consent. Subject to that restriction, these Terms will be binding on, inure to, and be enforceable against the parties and their respective successors and permitted assigns. We may exercise any of our obligations or our rights under these Terms through one or more of our affiliates. Our failure to enforce your strict performance of any provisions of these Terms will not constitute a waiver of our right to enforce such provisions or any other provision of these Terms subsequently. If any provision of these Terms is deemed unlawful, void, or for any reason unenforceable, that provision is deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions.

These Terms are governed by and construed in accordance with the laws of Germany. We both agree to submit to the exclusive jurisdiction of the courts of Hannover.

## **19. OUR CONTACT DETAILS**

Smart Distribution Technologies GmbH  
Amtsgericht Hannover HRB 217004

### **Germany**

Address: Dammstr. 12 - 30938 Burgwedel, Deutschland  
VAT number: DE 31 909 1817  
Telephone: +49 5139 97780 70  
Email: hello@distri-smart.com

**Belux**

Address: Boulevard de la Cambre / Ter Kamerenlaan 28-30, 1000 Bruxelles /  
Brussel, Belgique / Belgie

VAT number: BE0702916240

Telephone: +32 2 792 05 35

Email: hello@distri-smart.com

**Netherlands**

Address: Ter Kamerenlaan 28-30, 1000 Brussel, Belgie

VAT number: NL 8257.50.775.B01

Telephone: +32 2 792 05 35

Email: hello@distri-smart.com