



## 1. Definitions

- 1.1 In these General Terms and Conditions, the following words in bold shall have the meanings as shown below:

<b>"Aquablu"</b>	a limited liability company, duly incorporated and existing under the laws of The Netherlands, with its registered office and its principal place of business at (1013 AC) Amsterdam, at the Koivistokade 1a, registered with the trade register of the Chamber of Commerce under file number: 27120461, hereinafter referred to as: "Aquablu";
<b>"Agreement "</b>	these service terms, including the arrangements and agreements made in the Quote with respect to the Services, Recitals and Annexes included;
<b>"Client"</b>	a party under an agreement with Aquablu for the purchase and sale or lease of Products or Additional Services;
<b>"Parties"</b>	Client, and Aquablu jointly;
<b>"Remuneration"</b>	the remuneration for the Products and Services specified in the Quote;
<b>"Purchase Agreement"</b>	the agreement between Aquablu and Client in which the terms and conditions of the purchase of Products are detailed;
<b>"PO" or "Quote"</b>	the purchase/lease/ or service order confirmation sent from Aquablu to client;
<b>"Remuneration"</b>	the amounts to be paid by Client to Aquablu;
<b>"Sanitary Requirement s"</b>	the sanitary requirements as specified in Annex I;
<b>"Services"</b>	The service models as detailed in clause 2.1.1 and in the Quote;
<b>"Term"</b>	The term of the Agreement specified in the Quote

## 2. Interpretation

- 2.1 English language words used in this Agreement intend to describe Dutch legal concepts only and the consequences of the use of those words in English law or any other foreign law shall be disregarded.
- 2.2 References to any Dutch legal concept shall in respect of any jurisdiction other than the Netherlands be deemed to include that which in that jurisdiction most closely approximates Dutch legal concept.
- 2.3 Unless otherwise provided in this Agreement, all references to a "day" shall mean an ordinary day in the Netherlands, inclusive of Saturdays, Sundays and Dutch legal holidays, and all references to a fixed time of a day shall mean Dutch time as in effect on such day. Any period or term used in this Agreement that expires on a Saturday, Sunday or Dutch legal holiday will be deemed to expire on the next working day.
- 2.4 A reference to any gender shall include the other and neuter gender and a reference to a "person" includes a reference to any corporate or unincorporated body (whether or not having separate legal personality).
- 2.5 The singular includes the plural and vice versa.
- 2.6 The headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.
- 2.7 If there is a discrepancy between an English language word and a Dutch language word used to clarify it and then to the extent of the conflict only, the meaning of the Dutch language word shall prevail.
- 2.8 References to any Dutch legal concept in any jurisdiction other than The Netherlands shall be deemed to include the concept which in that jurisdiction most closely approximates the Dutch legal concept.
- 2.9 Any annex or schedule referred to in this Agreement forms an integral and inseparable part of this Agreement

## 3. Services

- 3.1 Under this Agreement Aquablu provides maintenance services for water dispensers. Aquablu offers three (3) different types of service models (the "Services") named "Essential", "Easy" and "Worry-free". The choice for the relevant Service model is made in the Quote by the Client. Applicable services made by Aquablu are mentioned in both the Quote and the Price List.
- 3.2 Aquablu will provide technical maintenance. The provided warranty period depends on the relevant and applying Service, Essential, Easy or Worry-free (Model 1, 2 or 3).

- 3.3 Client hereby grants Aquablu the assignment, which Aquablu hereby accepts, to provide the Services during the Term of this Agreement for the purchased or leased sustainable water dispensers.
- 3.4 Aquablu is entitled to have the Services performed by qualified third parties. Aquablu remains responsible for the Services to be provided by those third parties.
- 3.5 The (performance of the) Services are subject to the General Terms and Conditions of Aquablu, which are provided to Client and are published at the website of Aquablu.
- 3.6 Any and all other general conditions (of the Client) are hereby explicitly rejected.
- 3.7 In case of discrepancy between (the content of) this Agreement and the General Terms and Conditions, (the content of) this Agreement shall prevail.
- 3.8 Client is obliged to adequately and diligently perform the Sanitary Requirements for the use of the water dispensers. Client remains responsible for the compliance with the laws and regulations that apply to the water dispenser and the use thereof.
- 3.9 The Sanitary Requirements are attached to this Agreement as Annex I.
- 3.10 Client is obliged to adequately and diligently document and sign the performance of the Sanitary Requirements during the Term of this Agreement. In the event of (technical) maintenance issues, Aquablu is entitled to request Client to provide an overview of the execution of the Sanitary Requirements. Client is obliged to provide this overview on Aquablu's first request. If Client is not able to provide such an overview, Aquablu is entitled to unilaterally decide that the technical warranty as given in the applicable service model is lapsed.
- 3.11 Client is obliged to ensure that its employees, customers and other end users of the water dispenser handle the water dispenser with care and use the water dispenser under normal conditions of use and in accordance with the Manual.
- 3.12 Client is obliged to immediately, but in any event within a period of 24 hours, inform Aquablu in the event of a defective water dispenser by Notice.
- 3.13 The liability of Aquablu, including the warranty or guarantee obligations, are excluded in the event that the Client does not fulfil its obligations under this clause 3.1.
- 4. Tacit renewal**
- 4.1 The Agreement will automatically be renewed for another Term, unless this Agreement is terminated by one of the Parties by giving the other Party a written Notice at least 3 months prior the end of the Term.
- 5. Liability**
- 5.1 The total liability of Aquablu for an attributable failure in the performance of the Service Agreement, a breach of a warranty-, guarantee- or indemnification obligation or on whatsoever ground, is limited to compensation of direct damage up to the amount of the price (excluding VAT) of the relevant Services.
- 5.2 Aquablu's liability on a ground of an attributable failure in the fulfilment of an agreement, shall only arise if the Client gives Aquablu notice of default in writing within five days after it has become aware of the shortcoming, giving proper notice of default in writing, thereby setting a reasonable period in which to remedy the shortcoming, and if Aquablu continues to fail imputably in the fulfilment of its obligations even after that period. The notice of default must contain as detailed as possible a description of the shortcoming
- 5.3 Aquablu's liability for indirect damage, consequential damage, loss of profit, damage resulting from claims by third parties against Client, damage due to exceeding a deadline or property damage consisting of destruction, damage or loss of items used by Client in the normal exercise of a profession or business is excluded.
- 5.4 Damage due to negligence, injudicious action, lack of care and damage because of the failure to report defects to the products or Services in five days after discovery, is at the expense of Client.
- 5.5 If, for whatever reason, the insurer does not make a payment, Aquablu's liability is limited to a maximum of the net invoice value of Services charged by Aquablu to Client in the 12 months preceding the occurrence of the damage. Under no circumstances will the total compensation for the damage seen under this article exceed and amount of €100.000,--.
- 5.6 The limitations of liability contained in this article do not apply in the event of intentional or gross negligence on the part of Aquablu.
- 5.7 In the event of damage, Client is obliged to take damage reduction measures.
- 5.8 A condition for the existence of any right for compensation is that Client reports the damage to Aquablu in writing ultimately within five days after the damage arises.
- 5.9 The provisions of this article also apply in favour of all (legal) persons whose services Aquablu uses for the performance of any agreement.
- 5.10 Aquablu shall never be obliged to deliver Services equal to Services delivered to Client under previously concluded agreements, but shall advise Client on similar Services at Client's first request if the requested Services cannot be delivered.
- 6. Force Majeure**
- Neither party shall be obliged to perform any obligations if prevented from doing so as a result of force majeure. Force majeure shall also include a failure by Aquablu's suppliers. If a situation of force majeure has lasted for more than thirty days, the parties shall be entitled to terminate the Service Agreement, Purchase Agreement or Lease Agreement by rescinding it in writing. Any work already carried out pursuant to the Service Agreement, Purchase Agreement or Lease Agreement shall then be settled proportionately, without the parties owing each other anything.
- 7. Miscellaneous**
- 7.1 In the event that one or more provisions of this Agreement shall be declared to be illegal or unenforceable under any law, rule or regulation of any government having jurisdiction over the Parties hereto,

- such illegality or unenforceability shall nor affect the validity and enforceability or the other provisions hereof, and the Parties shall agree upon the modification of this Agreement with respect to such illegal or unenforceable provisions to eliminate such invalidity or unenforceability or (early) terminate this Agreement.
- 7.2 This Agreement and the rights and obligations there under form a whole and therefore indivisible.
- 7.3 Any waiver under this Agreement must be given by Notice to that effect.

**Applicable law and disputes**

- 7.4 The Service Agreement, Purchase Agreement and Lease Agreement between Aquablu and Client are governed by Dutch law.
- 7.5 The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
- 7.6 All disputes which may arise between Aquablu and Client arising from or in connection with (the execution of) an agreement concluded between Aquablu and Client, as well as in connection with these General Terms and Conditions, shall be submitted to the competent court in Amsterdam.

**8. Confidentiality**

**9. Contact**

Should you have any questions, complaints or comments after reading these General Terms and Conditions, please feel free to contact us:  
Aquablu B.V.

## **Annex I Sanitary Requirements**

### **1. General rules for cleaning procedures**

To prevent contamination and fingerprints, hands need to be thoroughly washed and disinfected before starting any procedure, and food safe gloves must be worn during every cleaning procedure. Whenever a filter or filter cleaning tool is being removed, ensure the water supply is closed at the main inlet before removal to prevent undesirable leaking. Make sure to reopen the water supply at the main inlet after a filter or filter cleaning tool has been properly installed. After every cleaning procedure, all components of the aquablu cleaning it should be cleaned and properly stored inside the cabinet or an alternative generally agreed upon location. This includes the proper washing of the microfiber cloth, by washing it in accordance with the included instructions.

- Before use, always ensure the microfiber cloth is clean and does not contain particles that could cause scratches.

During every procedure, it is recommended to use the corresponding service menu to guide the user through the process. If there are any deviations between the procedure descriptions below and the service menu, the service menu is to be followed. If cleaning procedures result in unexpected deviations in tastes and/or odors, please contact your servicing partner and/or Aquablu. Do not resume operations of the affected water/flavor lines until the problem has been addressed.

- Client shall document when the Sanitary Requirements are executed in the overview in the Manual

#### **Cleaning overview**

1. Surface sanitation | Tray, Inner Wall and Screen
2. Surface sanitation | Dispenser Nozzle
3. Internal sanitation | Flavor line
4. Internal sanitation | Water Line

**NOTE: Failure to use sanitizing products and processes approved by Aquablu will invalidate your warranty. Before beginning the sanitation process please ensure that water is turned off at the mains and refer to the sanitisation liquid documentation for further information. Please ensure sanitized gloves are worn.**

### **2. Sanitation Schedule**

Every 6 months

- All filters need to be changed and all internal waterways sanitized using the Aquablu certified cleaning tabs. This procedure is part of the service contract.

Every 3 months

- When replacing flavor bag, we recommend to sanitize the flavor line with each replacement. We however require to sanitize the flavor line after maximum of 3 months usage.

Daily

- Nozzle cleaning and surface cleaning needs to be performed, using the nozzle cleaning tool and a microfiber cloth. All external surfaces need to be cleaned using the Aquablu certified surface sanitiser.

Please ensure the system is cleaned according to the sanitary requirements and in line with the cleaning procedure in the product manual.

Parties have explicitly agreed that the Sanitary Requirements as published on the website or updated manual of Aquablu prevail over the Sanitary Requirements in this annex. In the event of an amendment with respect to the Sanitary Requirements Aquablu is obliged to timely inform the Client thereof. The latest version as published on the website are applicable after a period of 30 days of such a publication.