

## Definitions

1. Revino: Revino wine-platform, established in Wibrin, Chamber of Commerce no: BE0753956353
2. Customer: the person with whom Revino has entered into an agreement automatically when they register on the platform.
3. Parties: Revino and customer together.

## General

1. Revino manages a platform, available at revino.app. Customer intends to purchase or sell wine via the platform

## The Platform

1. The Customer shall ensure that only it, or persons authorised by it, access and use the Platform.
2. The Customer acknowledges that it is solely responsible for the content, accuracy and completeness of any information that it uploads to the Platform and agrees that it shall only upload information which is true, accurate, current and lawful. The Customer also confirms that it has all rights, entitlements and consents necessary to provide and allow use of such content as part of the Platform in accordance with all Applicable Laws.
3. The Customer shall ensure that information, pictures, logos and other content that it uploads to the Platform is kept up to date, and shall update such information and content as directed by the Revino from time to time.
4. Revino reserves the right to immediately and without notice block the Customer's access to the Platform either temporarily or permanently and/or remove all and any information, pictures, logos and other content it has placed on the Platform, if Revino believes that the Customer is in breach of any provision of this agreement or any of the terms incorporated herein in accordance with clause 2.1.

## Intellectual Property Rights

1. Subject to clause 3.2 all content, data and associated present and future copyright and other intellectual property rights subsisting in, or used in connection with, the Platform, is Revino's property and nothing in this agreement shall be taken to transfer any such rights (including associated goodwill) to the Customer.
2. Where the Customer provides Revino with content for the Platform, including images and other materials ("Content") the Customer shall retain ownership of the Content (except to the extent modified by the Revino) and hereby:
3. grants to Revino, or shall procure the direct grant to the Revino of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of this agreement to use, copy, display, publish and modify the Content for the purpose of listing the Listed Properties on the Platform and facilitating bookings by Guests; and
4. confirms that it owns all content, data and associated present and future copyright and other intellectual property rights subsisting in, or used in connection with, the Content and that accordingly it has all right, title and authority to grant the licence set out in this clause.

5. Customer shall fully indemnify and keep fully indemnified Revino against any and all actions, costs, claims, demands, damages, expenses (including legal fees), liabilities, losses and proceedings in connection with any claim by a third party that any of the Content infringes the intellectual property rights of that third party.
6. Customer consents to Revino using the Customer's logo, font and brand interface on the Platform for the purposes of delivering the partnership and other marketing requirements and shall within seven days of the date of this agreement provide an electronic version of its logo to Revino for these purposes.

## Applicability

1. These terms and conditions will apply to all quotations, activities, agreements and services on behalf of Revino.
2. Parties can only deviate from these conditions if they have explicitly agreed upon in writing.
3. Parties expressly exclude the applicability of supplementary and/or deviating general terms and conditions of the customer or of third parties.

## Prices

1. All prices used by Revino are in euros and exclusive of VAT.
2. The price with regard to services is determined by Revino on the basis of a working personal page on the Platform.
3. Parties have explicitly agreed upon paid membership on a fixed price, which can not be deviated from.
4. Revino has the right to unilateral adjust prices annually.
5. Revino will communicate price adjustments to the customer prior to the moment the price increase becomes effective.
6. The consumer has the right to terminate the contract with Revino if he does not agree with the price increase provided the Customer indicates this within 4 weeks to Revino.

## Payments and payment term

1. Customer is entitled to one-month free trial period, which starts on the day of registration on the Platform. Termination of the subscription should be done on ultimately on the last day of the next month after registration in order to be valid.
2. An agreement with Revino is entered into for the duration of at least 1 year from the registration date, which should be paid in one time in advance.
3. Payment of the subscription goes through automatic collection by providing an authorization to Revino to collect the yearly subscription fees.
4. Customer can give an authorization by filling in the SEPA form. This must be fully completed and legally signed.
5. Revino is entitled to block the personal page if and as long as the payment obligation has not been met. If the Customer is in default of payment, Revino can terminate the agreement with immediate effect, without prejudice to the right to collect the outstanding claim at that moment, as well as future instalments due for the duration of the agreement, all at once and directly from the Customer.

6. Cancellation can be done via a one month notice and needs to be done in writing, by e-mail, by sending a cancellation mail to info@revino.app

## **Consequences of late payment**

1. If Revino is not able to collect the subscription fee, Revino is entitled to charge an interest of 1% per month from the day the customer is in default, whereby a part of a month is counted for a whole month.
2. When Customer is in default, he is also due to extrajudicial collection costs and may be obliged to pay a compensation to Revino.
3. If Customer does not pay on time, Revino may suspend its obligations until the customer has met his payment obligation.
4. In the event of liquidation, bankruptcy, attachment or suspension of payment on behalf of the customer, the claims of Revino on Customer are immediately due and payable.
5. If Customer refuses to cooperate with the performance of the agreement by Revino, he is still obliged to pay the agreed price per year to Revino.

## **Suspension of obligations by the customer**

The customer waives the right to suspend the fulfillment of any obligation arising from this agreement.

## **Settlement**

The customer waives his right to settle any debt to Revino with any claim on Revino.

## **Actual delivery**

The customer must ensure that the actual delivery of the products ordered by him can take place in time.

## **Transport costs**

Transport costs are on behalf of the Buyer / Importer, unless the parties have agreed upon otherwise.

## **Packaging and shipping**

1. Packaging and delivery of a product is between the buyer and the importer. Revino cannot be held liable for any default in the transaction between the buyer and the importer since it is not part of this process. Customer hereby waives any liability for Revino, unless Revino is liable due to gross negligence or willful misconduct.
2. If the Grower himself takes care of the transport of a product, he must report any visible damage to products or the packaging prior to the transport to the Buyer / Importer, failing which Grower cannot be held liable for any damage.

## Insurance

1. The Grower / Buyer undertakes to insure and keep insured the following items adequately against fire, explosion and water damage as well as theft:
  - a. goods delivered that are necessary for the execution of the underlying agreement
  - b. goods that have been delivered under retention of title.
  - c. transport of goods.

## Guarantee

When parties have entered into an agreement, this agreement only contains best-effort obligations for Revino, not obligations of results.

## Performance of the agreement

1. Revino executes the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
2. Revino has the right to have the agreed services (partially) performed by third parties.
3. The execution of the agreement takes place in mutual consultation and after payment of the agreed subscription fee by Customer.
4. It is the responsibility of Customer that Revino can start the implementation of the agreement on time.

## Duty to inform by the customer

1. Customer shall make available to Revino all information, data and documents relevant to the correct execution of the agreement in the agreed time-lines.
2. The customer guarantees the correctness, completeness and reliability of the information, data and documents made available, even if they originate from third parties, unless otherwise ensuing from the nature of the agreement.
3. If and insofar as the customer requests this, Revino will return or destroy the relevant documents.

## Duration of the agreement

1. The agreement between Revino and the customer is initially entered into for the duration of 1 year.
2. The agreement shall be automatically extended after one year, unless Customer has send a termination notice via email one month before the end of the agreement.

## Indemnity

Customer indemnifies Revino against all claims (including third-party claims) that are related to the services supplied by Revino under this Agreement.

## Complaints

1. Customer must examine a product as soon as possible for possible shortcomings.
2. If a delivered product or service does not comply with what the Customer could reasonably expect from the agreement, the Buyer / Importer must inform Grower of this as soon as possible, but in any case within 1 month after the discovery of the shortcomings.
3. The Buyer / Importer gives a detailed description as possible of the shortcomings, so that the Grower is able to respond adequately.
4. The Buyer / Importer must demonstrate that the complaint relates to an agreement between the parties.
5. The parties will settle any possible claims directly and will indemnify Revino for any claims

## Liability of Revino

1. Revino is not liable for any damage Customer suffers.
2. Revino is never liable for direct and indirect damages, such as consequential loss, lost profit, lost savings or damage to third parties.
3. All images, photos, colors, drawings, descriptions on the Platform are only indicative and are only approximate and can not lead to any compensation and/or (partial) dissolution of the agreement and/or suspension of any obligation.

## Dissolution

1. Customer has the right to dissolve the agreement if Revino imputably fails in the fulfillment of his obligations, unless this shortcoming does not justify termination due to its special nature or because it is of minor significance.
2. If the fulfillment of the obligations by Revino is not permanent or temporarily impossible, dissolution can only take place after Revino is in default.
3. Revino has the right to dissolve the agreement with Customer, if Customer does not fully or timely fulfill his obligations under the agreement, or if circumstances give Revino good grounds to fear that Customer will not be able to fulfill his obligations properly.

## Force majeure

1. In addition to the provisions of article 6:75 Dutch Civil Code, a shortcoming of Revino in the fulfillment of any obligation to the customer cannot be attributed to Revino in any situation independent of the will of Revino, when the fulfillment of its obligations towards the customer is prevented in whole or in part or when the fulfillment of its obligations cannot reasonably be required from Revino .
2. The force majeure situation referred to in paragraph 1 is also applicable - but not limited to: state of emergency (such as civil war, insurrection, pandemics, riots, natural disasters, etc.); defaults and force majeure of suppliers, delivery men or other third parties; unexpected disturbances of power, electricity, internet, computer or telecoms; computer viruses, strikes, government measures, unforeseen transport problems, bad weather conditions and work stoppages.
3. If a situation of force majeure arises as a result of which Revino cannot fulfill one or more obligations towards the customer, these obligations will be suspended until Revino can comply with it.
4. From the moment that a force majeure situation has lasted at least 30 calendar days, both parties may dissolve the agreement in writing in whole or in part.

5. Revino does not owe any (damage) compensation in a situation of force majeure, even if it has obtained any advantages as a result of the force majeure situation.

## **Modification of the agreement**

If, after the conclusion of the agreement and before its implementation, it appears necessary to change or supplement its contents, the parties shall timely and in mutual consultation adjust the agreement accordingly.

## **Changes in the general terms and conditions**

1. Revino is entitled to amend or supplement these general terms and conditions.
2. Changes of minor importance can be made at any time.
3. Major changes in content will be discussed by Revino with the customer in advance as much as possible.
4. Consumers are entitled to cancel the agreement in the event of a substantial change to the general terms and conditions.

## **Transfer of rights**

1. The customer can not transfer its rights deriving from an agreement with Revino to third parties without the prior written consent of Revino.
2. This provision applies as a clause with a property law effect as referred to in Section 3:83 (2) Dutch Civil Code.

## **Consequences of nullity or annullability**

1. If one or more provisions of these general terms and conditions prove null or annulable, this will not affect the other provisions of these terms and conditions.
2. A provision that is null or annulable shall, in that case, be replaced by a provision that comes closest to what Revino had in mind when drafting the conditions on that issue.

## **Applicable law and competent court**

1. Dutch law is exclusively applicable to all agreements between the parties.
2. The Dutch court in the district Amsterdam is exclusively competent in case of any disputes between parties, unless the law prescribes otherwise.

Drawn up on 7 March 2021.