



GENERAL TERMS AND CONDITIONS

** These terms and conditions have been translated into English to assist those that do not speak the Dutch language. Please keep in mind that the translated versions are only informative. The Dutch registered version remains as the legally binding document and is registered at the courthouse of Bonaire.*

GENERAL TERMS AND CONDITIONS

| | |
|--|----------|
| Introduction | 3 |
| 1. Prices | 3 |
| 2. Payment Methods | 3 |
| 3. Promotions and Offers | 3 |
| 4. Lowest Price Guarantee on “Inventum” and “Tomado” Products | 3 |
| 5. Pick-up / Delivery (Falki Express) Products | 4 |
| 6. Returns / Damage | 4 |
| 7. Warranty on Electronics | 5 |
| 8. Complaints | 6 |
| 9. Earn loyalty dollars at BonDiGro with the Bonus Card! | 6 |
| 10. Privacy Policy Bonaire Discount Grocery | 7 |

INTRODUCTION

Thank you for your interest in our product. These terms and conditions apply to all purchases in our store. You can read these terms on our website (www.BonDiGro.com), they are available in our store, and also filed with the Court of First Instance of Bonaire. These terms may be adjusted when necessary. The version applicable to you is the one corresponding to the date of your product purchase.

1. Prices

The applicable price is indicated on the price tag. You will find this on or near the product or on our website. If the indicated price is incorrect, BonDiGro may decide to charge you the correct price, especially if the price is disproportionately low and is not part of a promotion.

Our prices exclude any possible shipping and/or delivery costs. Separate agreements will be made regarding these costs.

2. Payment Methods

At BonDiGro, you can pay with cash, debit card, credit card, and our own gift/Bonus Card. Business customers can also pay on account when registered with us.

3. Promotions and Offers

Promotions and offers are announced in the store and/or on our website or Facebook page “BonDiGro Supermarket.” Specific promotion terms apply to these activities, such as the fact that promotional products cannot be exchanged or that there may be a limit on the number of items that can be purchased.

4. Lowest Price Guarantee on “Inventum” and “Tomado” Products

At BonDiGro, you can purchase “Inventum” and “Tomado” products at a price 5% lower than that of our competitors on Bonaire. We commit to closely monitoring our competitors to ensure we offer the best prices. If these products are offered at a lower price by our competitor, we will adjust our prices accordingly.

The following conditions apply to the lowest price guarantee:

- The competitor must be registered with the Bonaire Chamber of Commerce.
- The lowest price guarantee is valid within 1 month of purchase.
- The price difference must be verifiable by a published price or current price list.
- BonDiGro will conduct the price check.
- The competitor must offer the exact same item.
- Internet sellers are excluded.

- Excluded from the lowest price guarantee are special (temporary) offers, bankruptcy or wholesale sales, outlet models, etc.

5. Pick-up / Delivery (Falki Express) Products

Pick-up of products ordered via Falki Express

If a product has been ordered via Falki Express and we notify you that it is ready for pick-up, you must collect it within one week. If not, we will charge a minimum fee of US\$50 per cubic meter of storage starting from the second week.

Delivery of large volume products

For the delivery of large volume products, a separate agreement must be made. The following conditions apply:

- Once the goods are delivered to us, parties must make a written agreement within one week stating the delivery address and preferred delivery time.
- A storage fee of US\$50 will be charged if the goods remain in our warehouse for more than one week.
- Deliveries will not be made off-road.
- Per delivery, US\$50 will be charged (US\$60 for Rincon). If no one is present at the agreed time, the products will be taken back, but the US\$50 delivery fee will still apply.
- Goods will only be released once the delivery costs are paid.
- We will deliver products to the first ground-floor door, after which an inspection will take place, and you must sign for receipt. From that point, the goods are no longer under our warranty, and you are responsible for moving them further at your own risk.

6. Returns / Damage

A product can be returned to our customer service desk. Our staff will check the product, and if it meets our return conditions, we will refund you the purchase amount. The return period is 1 week after purchase with the receipt. The product should be returned, as much as possible, in its original packaging.

Products will not be accepted for return unless there is damage to the product. The following items cannot be returned:

- All HEMA products
- Falki Express products that have already been inspected
- "Sealed" products that are not suitable for return due to health protection reasons, such as toothbrushes, razors, etc.
- Special offers and
- Used electronics.

If a product does not fully meet our return conditions, we will see what we can do for you.

7. Warranty on Electronics

If you wish to claim a warranty, you must report it to our customer service desk with the receipt. The following conditions apply to electronic devices:

- Warranty period upon presentation of the BonDiGro receipt.
- For new white goods (220 volts), a 1-year warranty applies.
- Repair or replacement of a product does not extend the warranty period. The original purchase date is decisive.
- This warranty covers labor costs and the repair or replacement of defective parts, provided the work is carried out by BonDiGro technicians.
- We cannot provide a warranty on 110V equipment (the electricity grid on Bonaire operates at 50 Hz, while 110V devices from the USA operate at 60 Hz).

Please note: Factory warranties must be arranged by the customer with the manufacturer.

No Right to Warranty:

- Scratches, cracks, or dents in the casing, top plate, or accessories reported more than 12 hours after delivery/pick-up.
- Defects in glass, plastic, or rubber parts reported more than 12 hours after delivery/pick-up.
- If equipment is exposed to outdoor elements.
- Damage due to lightning strikes, flooding, impacts, or falls.
- Defects due to incorrect placement or connection.
- Defects caused by the electrical installation in the home.
- Incorrect use by the user, and if applicable, insufficient or incorrect maintenance or defects resulting from improper installation and/or placement.
- Non-technical malfunctions, such as removing foreign objects from the device or resolving malfunctions caused by such objects.
- External features do not fall under warranty.
- Refrigerator, freezer, oven, dryer, and stove bulbs.
- Warranty is void if pillows and duvets are placed in a washing machine, causing damage.
- Improper use.

The warranty is void if:

- Unauthorized persons repair or modify the devices.
- Unauthorized persons open the device.
- The first user fails to meet financial obligations to BonDiGro.
- Agreements with BonDiGro are not fulfilled.

Unjustified Warranty Claim

If a user wants to claim a warranty, they must first pay US\$40 for the investigation. If the complaint leads to a legitimate warranty claim, they will receive this US\$40 back.

8. Complaints

We strive to improve our services and encourage you to share your experience with us at our customer service desk so we can find an appropriate solution together.

9. Earn Loyalty Dollars at BonDiGro with the Bonus Card!

Register quickly and easily! Request a Bonus Card at our customer service desk upstairs or via the app and receive 1% in loyalty dollars with every purchase paid directly at checkout!

By signing up and participating in this savings program, you agree to the following terms:

Terms and Conditions

- You can use the balance on your Bonus Card to pay for groceries at BonDiGro.
- The application for a Bonus Card costs three dollars, which will be credited directly to your Bonus Card.
- Loyalty dollars can only be earned by presenting your BonDiGro Bonus Card/QR code at checkout.
- The balance can be checked at any time via your app or by presenting identification at our customer service desk upstairs.
- The card is personal or company-specific. Multiple cards can be issued under one name.
- You must be 16 years or older to participate in this savings program.
- When paying for groceries with loyalty dollars, identification will be requested.
- No cash refunds will be provided for products purchased with the Bonus Card, even if a partial cash payment was made.
- This savings program is not valid for companies that can purchase on credit.
- Loyalty dollars cannot be claimed retroactively.
- Loyalty dollars cannot be used for payments related to Falki Express.
- The customer is responsible for keeping their contact information up to date.
- In case of theft of your card, please report it to our customer service desk as soon as possible so we can block your account.
- It is not possible to transfer a balance to another account.
- BonDiGro respects your privacy and ensures that the personal information you provide is handled in accordance with applicable privacy laws.
- BonDiGro reserves the right to unilaterally terminate or modify this savings program at any time, at its discretion, to the detriment of the customer, provided the customer is notified by email at least 3 months in advance, without any obligation to pay damages.
- The customer may terminate their account

10. Privacy Policy Bonaire Discount Grocery B.V.

1. Introduction

This privacy policy explains how Bonaire Discount Grocery B.V. handles the personal data of customers and other stakeholders. We respect your privacy and handle the information we receive from you with care.

2. What data do we collect?

We may collect the following types of personal data:

- Contact details: Name, address, email address, phone number.
- Payment information for suppliers and parties who can buy on credit: Bank account number, credit card details.
- Loyalty program: Customer number, purchase history, preferences.
- Personal data of employees (if applicable).

3. Why do we collect this data?

We collect personal data for the following purposes:

- To process and deliver orders.
- To track your purchases within our loyalty program.
- To improve our services.
- Legal obligations, such as tax requirements or personnel administration.

4. How long do we keep your data?

We do not retain personal data longer than necessary for the purposes for which it was collected, unless the law requires us to retain data for a longer period.

5. With whom do we share your data?

We only share personal data with:

- Suppliers and service providers who assist in the execution of our services.
- External parties if we are legally required to provide data.
- Under no circumstances do we sell your personal data to third parties.

6. How do we secure your data?

We take appropriate organizational measures to protect your personal data from loss or unlawful processing. This includes, among other things:

- Limiting access to financial or personal data to authorized employees.
- Using a secure website.

7. Your rights

You have the right to:

- Request access to your personal data.
- Request correction or deletion of your data.
- Object to the use of your data for direct marketing purposes.
- Withdraw your consent when data processing is based on consent.

8. Contact

For questions or complaints about our privacy policy, you can contact us at customerservice@bondigro.com.

9. Changes to this policy

We may amend this privacy policy from time to time. Any changes will be published on our website.