

General Terms and Conditions of Van der Leeden Mandwerk B.V.
filed with the District Court for the Central Netherlands under number 14/2024

Article 1 Definitions

The following terms as used in these general terms and conditions will have the following meanings.

- 1.1 Seller: Van der Leeden Mandwerk B.V., of Ameide (the Netherlands), registered with the Chamber of Commerce under number 11042084.
- 1.2 Buyer: the seller's contracting party, customer or (potential) client.
- 1.3 Parties: the seller and the buyer jointly.

Article 2 General

- 2.1 The provisions in these general terms and conditions will apply to any offers, quotations or agreements between the seller and the buyer and are expressly declared applicable thereto by the seller, unless expressly agreed otherwise in writing.
- 2.2 Sale and purchase will be understood to include: the acceptance and provision of services in the broadest sense.
- 2.3 These general terms and conditions will also apply to any agreement to which the seller is a party but for the performance of which third parties, or their services, are engaged.
- 2.4 The applicability of any general terms and conditions on the buyer's part will be waived, irrespective of whether any such general terms and conditions were presented to the seller before or after the present general terms and conditions were presented to the buyer; all unless agreed otherwise between the parties in writing.
- 2.5 Any new/subsequent/continued agreement to be entered into, whether or not implicitly, between the seller and the buyer will come under the scope of these general terms and conditions, irrespective of whether these general terms and conditions were expressly declared applicable (again) in such new/subsequent/continued agreement.
- 2.6 If any of the provisions in these general terms and conditions should be void or voidable, or if the agreement entered into varies on some points from any specific provisions in these general terms and conditions, the other provisions of these general terms and conditions will remain in full force and effect. In such event, the void, voidable or conflicting provisions must be revised in the spirit of the other provisions in these general terms and conditions. The revision will take effect upon occurrence of the voidness/voidability/conflict.

Article 3 Offers/quotations/orders/prices

- 3.1 All offers/quotations/prices on the part of the seller will at all times be subject to contract, unless the offer states a term for acceptance.
- 3.2 In no event can the seller be bound by any changes made by the buyer to the seller's offers/quotations/prices/order confirmations.

- 3.3 The seller will not be bound by any information provided by it in the event of printing, clerical or other errors.
- 3.4 The prices stated by the seller will be exclusive of costs of packaging, VAT and other government levies.
- 3.5 Any and all agreements to which the seller is a party will be deemed to have been concluded upon written acceptance by the seller of the buyer's order or upon actual delivery of the items sold by the seller to the buyer.
- 3.6 In the event of oral agreements, the invoice will be deemed to be a correct and complete representation of the agreement, save complaints within 14 days of the date of the invoice.
- 3.7 The prices in the offers/catalogues/quotations/pricelists/order confirmations will apply to delivery ex works/warehouse (EXW) by the seller, will be stated in euros (EUR) or US dollars (USD), will be exclusive of costs of shipment, transport, export, insurance, packaging and administration, as well as VAT and other government levies, unless expressly agreed otherwise between the parties.
- 3.8 The seller may pass on any price increases (for example relating to the costs of sea freight) and exchange rate fluctuations in the event of a price increase or exchange rate fluctuation exceeding 10% and occurring between the time of offer and/or acceptance and the time of invoicing.
- 3.9 The seller may adjust its prices on an annual basis.
- 3.10 Any discounts will be valid only if agreed in writing.

Article 4 Delivery

- 4.1 Unless agreed otherwise, delivery will be made ex works/warehouse (EXW).
- 4.2 The relevant delivery will at all times be from stock and subject to availability.
- 4.3 The delivery period stated/agreed will not commence until the seller has been provided with all such information as may be required for the delivery.
- 4.4 Any delivery periods stated will be estimates only and will under no circumstances constitute firm deadlines. If any delivery period is exceeded, the buyer will not be entitled to any damages or to dissolution of the agreement.
- 4.5 The buyer will be required to take delivery of the items purchased at such time as such items are delivered or otherwise made available to the buyer.
- 4.6 The seller will be authorised to deliver in consignments; in such event, the seller will be authorised to invoice each individual consignment. The seller may postpone subsequent any deliveries until such time as the buyer has performed all its obligations in relation to the previous consignment or consignments.
- 4.7 In the event of a compound quotation or order confirmation, the seller will not be under any obligation to deliver any part thereof (earlier).
- 4.8 The seller will determine how the items to be delivered will be packed and delivered, unless expressly agreed otherwise.
- 4.9 If the buyer refuses to take delivery, or fails to provide any information or instructions that are required for delivery, the items will be stored at the expense and risk of the buyer.

- 4.10 The seller will be entitled to invoice the buyer for an advance, after payment of which delivery will take place. In the event of compound quotations and order confirmations, the advance will, in principle, be 30% of the invoice amount, after payment of which the seller can proceed to delivery.

Article 5 Technical requirements

- 5.1 The buyer will be responsible for ensuring that the items delivered are in compliance with the (statutory) technical requirements, standards or regulations used or prescribed in the country of receipt and/or use.
- 5.2 Where necessary, the buyer must attach or include a notification, a warning or information to or in the items delivered for the end-user by way of stickers, labels or otherwise. To the extent that any such notifications, warnings or information have been attached/included by the seller, such attachment or inclusion will be voluntary; the buyer will be responsible for same.
- 5.3 Any derogating or excessive technical requirements set by the buyer for the items to be delivered, varying from the applicable requirements for 'normal use', must be expressly communicated by the buyer to the seller in writing prior to making the quotation/offer.

Article 6 Discrepancies/samples/models/images

- 6.1 Any samples, models or images shown or provided will be deemed to be indicative only, unless it had expressly been agreed that delivery would be entirely in accordance with that which had been shown or provided.
- 6.2 The items delivered by the seller may be subject to a difference of 10% as compared to the colour(s), dimensions, material properties, weight and use purposes stated in the quotation/order confirmation. No such discrepancies will entitle the buyer to refuse to accept the items or to claim any form of damages, dissolution of all or part of the agreement or replacement of the items delivered.
- 6.3 In no event will the seller be liable for any (technically) unavoidable discrepancies in terms of colour(s), quality, design or dimensions.
- 6.4 Any breakage rate up to 2% in relation to the items delivered by the seller will be at the expense and risk of the buyer.

Article 7 Inspection and complaints

- 7.1 Upon delivery, the buyer will be under the obligation to inspect, or cause the inspection of, the items delivered for quality and/or quantity and, thus, to verify whether the items delivered meet the requirements that could be set for them under standard business practice.
- 7.2 Any directly visible defects or shortages must be noted on the consignment note/packing list and reported to the seller in writing within seven days, failing which any such directly visible defect will be deemed completely to have been accepted.
- 7.3 Any non-visible defects or shortages must be reported to the seller in writing immediately upon discovery but by no later than fourteen days following delivery.

- 7.4 The buyer may report any complaints about the invoice within fourteen days of the date of the invoice.
- 7.5 In the event of a well-founded complaint that has been lodged in time, the seller will only be required still to perform its obligations, unless performance has been rendered impossible. The buyer cannot derive any rights vis-à-vis the seller from the foregoing.
- 7.6 The buyer will still be under the obligation to take delivery of, and to pay for, the items delivered. Returning the part affected by the complaint will be possible with the prior written consent of the seller only. Any return shipments must be sent, postage prepaid, in the condition and packaging in which the items delivered were found upon initial delivery.
- 7.7 If the buyer fails to report its complaint or complaints to the seller in time, it cannot derive any further rights vis-à-vis the seller from same.

Article 8 Payment

- 8.1 Payment will be made in euros within fourteen days of the date of the invoice in the manner designated by the seller, unless expressly agreed otherwise between the parties.
- 8.2 After expiry of the period of fourteen days following the date of the invoice, the buyer will be in default. As from such time, the statutory commercial interest will be due by the buyer on the overdue amount, part of a month being rounded up to the relevant full month.
- 8.3 The buyer cannot rely on suspension and/or setoff in relation to the amounts due pursuant to the invoices.
- 8.4 Any payments made by the buyer will at all times primarily go to reduce the interest and costs due and subsequently the longest outstanding invoices, even if the buyer intended for the payment to cover other/subsequent invoices or items.
- 8.5 If the buyer is in default of performance of any of its obligations vis-à-vis the seller, any and all judicial and extrajudicial costs of obtaining payment will be payable by the buyer, without any further notice being required. The extrajudicial costs to be incurred by the seller will be set at a minimum of 15% of the invoice amount.

Article 9 Retention of title

- 9.1 Title to the items sold by the seller will not pass to the buyer until such time as the buyer has performed all its obligations under all agreements entered into with the seller. Until such time, delivery of the items will not be deemed completed, but will qualify purely as a transfer of control within the meaning of Article 3:91 of the Dutch Civil Code; the buyer will remain the holder of the items until such time as all payment conditions have been fulfilled.
- 9.2 As long as title to the items delivered has not passed to the buyer, the buyer may not grant any rights in relation to such items to any third parties. The buyer will not be authorised to pledge or otherwise encumber any items covered by the retention of

title. The items delivered under retention of title may be resold in the context of normal business operations only; in no event may any such items be used as means of exchange/alternative currency or provided to any third parties as security in any way whatsoever.

- 9.3 The buyer hereby unconditionally and irrevocably grants its consent to the seller, or to a third party to be designated by it, in all such situations where the seller wishes to exercise its title, to access all such places where the seller's items, including any parts or components, may then be stored, and to repossess such items there.
- 9.4 The buyer will be under the obligation promptly to notify the seller as soon as any third parties levy attachment, or wish to create/assert any rights, on the items delivered under retention of title.
- 9.5 The buyer will be under the obligation to retain the items delivered under retention of title with due care and recognisable as property of the seller.
- 9.6 The buyer will be required to take out and maintain adequate insurance for the items delivered under retention of title against theft and water damage, and, on demand, to submit the relevant insurance policy or policies to the seller for inspection. If any claims to insurance ensues from such policy or policies, the buyer will be required promptly to notify the seller, offering the latter a subrogation or pledge in relation to the full insurance claims.
- 9.7 If, due to confusion, deformation or accession, the seller's retention of title should be rendered meaningless, the buyer will be required to pledge the newly formed items to the seller without delay, and in any event on the latter's demand.
- 9.8 To the extent that the buyer has resold, or given possession of, the items delivered under retention of title to any third parties, whether or not processed or as a component, the buyer will be required promptly to notify the seller and promptly to assign its relevant claim to the seller, if the seller indicates that it so desires to obtain security.
- 9.9 Any items imported under retention of title into the Federal Republic of Germany, the French Republic, the United Kingdom or the Kingdom of Belgium will, furthermore, (pursuant to Article 10:128(2) of the Dutch Civil Code) be subject to extended retention of title under German, French, English or Belgian law, as the case may be.

Article 10 Dissolution

- 10.1 The seller will be authorised to suspend performance of its obligations or to dissolve the agreement if:
 - the buyer fails punctually or fully to perform its obligations under the agreement;
 - since conclusion of the agreement, circumstances have come to the seller's knowledge that give rise for it to fear that the buyer will fail punctually or fully to perform its obligations, in any event including: an (application for or impending) moratorium on payment of the buyer's debts, or the buyer's bankruptcy, liquidation, dissolution or discontinuation;

- the buyer has been requested to provide security and such security is not provided within a reasonable term;
 - circumstances occur that are of such a nature that the seller cannot reasonably be required still to perform.
- 10.2 If the agreement is dissolved, all such claims as the seller may have against the buyer (even those relating to invoices the due date of which has not yet expired) will be immediately due and payable.
- 10.3 If the seller suspends performance of its obligations, it will retain the claims ensuing from the law and the agreement, and in any event for such part as has already been performed/delivered.

Article 11 Cancellation

- 11.1 After an agreement has been concluded between the parties and before the parties have (fully) performed such agreement, the buyer may cancel such agreement only subject to payment of a cancellation fee equal to 30% of the seller's full invoice amount, without prejudice to the seller's right to claim damages (including lost profits).
- 11.2 Agreements relating to items created or purchased especially for the buyer cannot be cancelled.
- 11.3 Cancellation must at all times be effected expressly and in writing.

Article 12 Warranty

- 12.1 For a period of three months following the date of the invoice, the seller will warrant that the items delivered are free from any discrepancies in design, material and workmanship as compared to the requirements expressly agreed, without prejudice to any discrepancies that are permissible pursuant to the present terms and conditions.
- 12.2 The warranty will expire in the event of processing, alteration or modification/confusion of the items, as well as in the event of use for any purpose other than indicated/prescribed or other than for which the items are intended.
- 12.3 The buyer cannot rely on the foregoing warranty provision if it has not performed all its financial and other obligations vis-à-vis the seller.

Article 13 Liability

- 13.1 The seller expressly disclaims any liability for deliveries to buyers outside the EU, Switzerland, Norway and Iceland.
- 13.2 Otherwise, the seller will be liable solely for direct damage as a result of wilful misconduct or gross negligence on the part of the seller. In no event will the seller be liable for any indirect damage, including consequential damage, lost profits and missed savings.
- 13.3 The seller's liability will be limited to the amount of the payment to be made by the seller's insurer if the situation occurs. If a third party can (also) be held liable for the damage on the part of the buyer, the seller can no longer be held liable for as long as it has not been established in court that the party held liable first is not (fully) liable

to pay compensate the buyer's damage. If there is a person liable in addition to the seller, the litigation against such liable person must first be exhausted before the seller's liability can be established.

- 13.4 The seller's liability will be limited to one time the invoice value of the items to which the liability relates.
- 13.5 In no event will be seller be liable for any damage as a result of any rejected fabric used in the items delivered due to amendments to the environmental laws after conclusion of the agreement.
- 13.6 The buyer will indemnify the seller against any claims from employees and other third parties that may suffer damage in connection with the performance of an agreement entered into between the parties.

Article 14 Passing of risk/transport/insurance

- 14.1 The risk of loss of, or damage to, the items that are the subject of the agreement will pass to the buyer upon transfer of title to, or physical delivery or giving possession of, such items to the buyer or a third party to be designated by it.
- 14.2 If the seller arranges transport or shipment of the items, such transport or shipment will be at the expense and risk of the buyer, unless agreed otherwise, in which event the seller will determine the means of transportation.
- 14.3 The items sold/to be delivered will be insured by the seller only at the request and at the expense of the buyer, and only if the buyer notifies the seller thereof in writing and in good time.
- 14.4 If no transport insurance is taken out, the buyer will share proportionally in any payment obligation that may arise as a result of the claim that a shipping company may have against the seller because of the presence of the items sold on its freight ship.

Article 15 Force majeure

- 15.1 The seller will not be liable for any damage due to circumstances that were not foreseeable for the seller at the time of entering into the agreement. Such circumstances may include the situation of shortage of raw materials, strike, lockout or shortage of employees, state of siege or war, war or civil commotion, shortage of means of transportation, traffic blockade, epidemic/pandemic (and the measures taken in response thereto).
- 15.2 In the event of force majeure, the seller will be authorised to suspend performance or to dissolve all or part of the agreement. The seller will be entitled to invoice any part of the agreement already performed.
- 15.3 If, after the suspension, the seller still performs, the buyer will be under the obligation to perform all its obligations vis-à-vis the seller, without any right to claim damages.

Article 16 Intellectual property

- 16.1 The intellectual property rights in any items delivered and to be delivered by the seller will be owned by the seller. The buyer will not be permitted to imitate, or

cause the imitation of, such items, or to reproduce, or cause the reproduction of, such items, whether or not in (slightly) adjusted form, or otherwise impair the seller's intellectual property rights by raising the impression, *inter alia*, in the items delivered are owned by the buyer (or a third party).

- 16.2 Except with the seller's express consent, the distribution of all or part of any price, technical or other information provided by the seller, for any purpose whatsoever, will be prohibited.
- 16.3 All such brochures, catalogues, pricelists and similar documents provided by the seller (whether or not electronically) will remain the property of the seller, irrespective of whether they have been provided to the buyer or a third party, all unless agreed otherwise.

Article 17 Joint and several liability and indivisibility

- 17.1 If any private individual or legal entity enters into an agreement on behalf, or for the account, of another private individual or legal entity, they will declare, by signing, to be authorised to do so. In such event, such person will be jointly and severally liable, in addition to the said private individual or legal entity, for all such obligations as may ensue from that agreement.
- 17.2 If multiple persons act as the buyer, they will also be jointly and severally liable for the entire agreement; the obligations ensuing from it will each be independent and will remain indivisible.

Article 18 Prescription period

- 18.1 All rights of action on the part of the buyer vis-à-vis the seller will be prescribed by the passage of one year of occurrence; the right to bring a (legal) claim will be prescribed by the passage of one year as well.

Article 19 Choice of law and dispute resolution

- 19.1 Unless provided otherwise in these terms and conditions, all legal relationships between the buyer and the seller will be governed by the laws of the Netherlands. In this respect, the United Nations Convention on Contracts for the International Sale of Goods is explicitly excluded.
- 19.2 All disputes will be decided by the competent judge in the district court of the Central Netherlands, Utrecht (Netherlands) location.

Article 20 Authentic version

- 20.1 These general terms and conditions have been translated from Dutch into English and German; the Dutch language version is authentic and leading. In the event of conflict between any provisions in the English or German language version and the Dutch language version, such provisions will be construed in accordance with the letter and the spirit of the authentic version, unless this would lead to a less favourable situation for the seller.

Article 21 **Filing of the general terms and conditions**

21.1 These terms and conditions have been filed with the registry of the District Court for the Central Netherlands, Utrecht location, under number 14/2024. Free copies are available from the seller on request.