

**General terms and conditions of sale and delivery of 2moso B.V.,  
having its registered office in Maassluis, the Netherlands.**

**Article 1: Definitions**

- 1.1 In these general terms and conditions of sale and delivery (the General Terms and Conditions), the terms listed below have the following meaning:
- 1.2 "*Company*": 2moso B.V. and its legal successors, as well as companies affiliated with it or with its legal successors.
- 1.3 "*Agreement*": any offer, quotation, order, order confirmation and delivery, oral, In Writing or in electronic form, between the Company and the Customer, as well as any amendment or addition.
- 1.4 "*Customer*": a natural person or legal entity acting in a professional or commercial capacity.
- 1.5 "*Written*" or "*In Writing*": correspondence by letter and/or electronically, including by e-mail.
- 1.6 "*Supplier*": any company or producer that supplies goods to the Company.
- 1.7 "*Carrier*": any carrier engaged by the Company to transport the goods ready to be unloaded by the Customer at the place of destination stated by the Customer.

**Article 2: Applicability**

- 2.1 These General Terms and Conditions apply to every Agreement of the Company relating to the delivery of goods or the provision of services by the Company to the party to which the offer was made or to the Customer.
- 2.2 These General Terms and Conditions form part of every Agreement that the Company enters into with a Customer.
- 2.3 The applicability of any general conditions of purchase or other general conditions of the Customer is expressly rejected.
- 2.4 Provisions that differ from these General Terms and Conditions, either Written or oral, apply only if and as far as they have been accepted In Writing by the Company.
- 2.5 If any provision of these General Terms and Conditions is void or voided or is found to be unenforceable at any time, the other provisions of these General Terms and Conditions remain fully applicable. The Company and the Customer will then consult to agree on new provisions to replace the void, voided or unenforceable provisions, taking the purpose and scope of the original provisions into account as much as possible.

**Article 3: Offer**

- 3.1 Any offer made by the Company is subject to contract, also if it states a term for acceptance, unless otherwise expressly provided In Writing.

**Article 4: Agreement**

- 4.1 An Agreement, which for the purpose of this article includes any amendments and supplements made, is not binding until recorded In Writing, unless the Company commences its performance before that time.
- 4.2 An Agreement is entered into In Writing the moment of signature of the Agreement by the Company and the Customer, or on the day of dispatch (by e-mail via all e-mail addresses ending in @2moso.com or otherwise in electronic form) by the Company of the order confirmation, packing slip, invoice or other document of the Company. Undertakings given by and agreements made with employees of the Company do not bind the Company unless confirmed In Writing by the Company's management board.
- 4.3 The order confirmation, packing slip, invoice or other document of the Company is deemed to set out the contents of the Agreement correctly and completely, unless the Customer immediately protests against its contents In Writing and stating reasons.

**Article 5: Notices**

- 5.1 Notices given by the Company in any form and of any nature whatsoever are given for information purposes only and are in no event binding on the Company, unless the Agreement expressly provides otherwise.

**Article 6: Confidentiality**

- 6.1 The Customer must maintain confidentiality towards third parties regarding all business information, in the broadest sense of the word, concerning the Company that has been brought to its attention by the Company or that has come to its attention in respect of the offer or the Agreement.

**Article 7: Prices**

- 7.1 Unless otherwise agreed, prices are in euros and are exclusive of turnover tax.
- 7.2 All prices are based on the circumstances that apply at the time of the offer or order confirmation, such as import and export duties and excise duties, clearance charges, costs of logistic services, cost prices and exchange rates, unless otherwise agreed In Writing.
- 7.3 Except as otherwise provided in the Agreement, any other costs incurred in respect of the delivery, such as the costs of delivery at a location specified by the Customer, are not included in the price.
- 7.4 The Company has the right to increase the specified or agreed prices in the event of an increase in the prices of goods, raw materials or parts to be procured from third parties, wages, social security charges, freight, insurance premiums and other cost components (including currency changes) and charges (including import or transit duties and other levies imposed by public or semi-public institutions). If a price increase occurs within three (3) months after entry into the

Agreement, the Customer may dissolve (*ontbinden*) the Agreement, provided that this is done In Writing within eight (8) days after notification of the price change.

- 7.5 If the stated or agreed prices are based in whole or in part on refunds of levies or the application of a zero rate in respect of taxes and/or on subsidies and they are not obtained, regardless of the reason, the Company may adjust prices accordingly and charge them to the Customer.

#### **Article 8: Delivery and delivery period**

- 8.1 Unless otherwise expressly stated by Company, both deliveries by the Company and direct deliveries by the Company's Suppliers to the destination, are "Delivery At Place" (DAP). The most recent edition of the Incoterms issued by the International Chamber of Commerce when the Agreement was entered into are decisive in interpreting the delivery terms.
- 8.2 The Company may deliver the agreed goods that are the subject of the Agreement in parts, unless otherwise expressly agreed.
- 8.3 The delivery period commences at the latest of the following times:
- the day of formation of the Agreement, depending on the prevailing circumstances, including but not limited to timely delivery by the Company's Suppliers; or
  - the day on which the Company has all the documents, data, permits, exemptions, approvals, allocations, etc. required for the delivery of the goods; or
  - the day of receipt by the Company of any advance payment or security deposit to which Company is entitled under the Agreement.
- 8.4 If any delay occurs as a result of a change in the circumstances or because items required for the performance of the Agreement are not delivered in time by the Company or its Suppliers, the delivery period will be extended accordingly by the duration of the delay.
- 8.5 In the event of any delay in the delivery of the goods that are the subject of the Agreement, the Customer must notify the Company accordingly In Writing no later than five (5) working days after the Customer becomes aware of the delay. If the delay lasts longer than three (3) months, the Customer may dissolve (*ontbinden*) the Agreement in the event of breach by the Company in respect of the delay that has occurred. Prepaid amounts, such as the agreed purchase price, will be refunded to the Customer in that case.
- 8.6 The time of delivery of goods is the time when the Company makes the goods available to the Customer, ready to be unloaded at the stated destination.
- 8.7 The delivery period is not a strict deadline, unless otherwise expressly agreed. The Customer cannot declare the Company in default on the mere exceeding of a stated delivery period. The Customer is not entitled to damages, dissolution (*ontbinding*) or cancellation of the

Agreement in the event of attributable exceeding of the delivery period, as far as it does not exceed a period of three (3) months.

- 8.8 The Customer may not unilaterally cancel orders placed, unless the Company agrees to such cancellation In Writing. If and as far as the Company agrees to the cancellation, the Customer must pay any costs and loss incurred by the Company, including loss of profit, subject to a minimum of 15% of the amount that would have been payable by the Customer if the order had been filled.
- 8.9 If the Company is in default as a result of other circumstances, the Customer may only dissolve (*ontbinden*) the Agreement. In that case, any amounts paid in advance will be refunded, but without any interest being due.

#### **Article 9: Delivery**

- 9.1 The Company will have the goods delivered until the moment of unloading, at the Company's expense and risk, in a manner and using means of transport chosen by the Company, and by a Carrier designated by the Company, unless otherwise agreed.
- 9.2 If the Company has been instructed to do so, it may have the goods delivered by third parties at an additional price and at a place specified by the Customer. Any special wishes of the Customer regarding shipping or packaging will be carried out only if the Company has confirmed its intention to comply with the Customer's wishes.
- 9.3 The Company is not responsible for documentation, and for the use made by the Customer of documents of provided by the Company, such as import formalities and import duties, for the purpose of transporting the goods to their destination.
- 9.4 At the Company's first request, the Customer will immediately provide all the necessary security for the documentation required to transport the goods to their destination.
- 9.5 If the goods cannot be transported to or delivered at the agreed location due to circumstances beyond the Company's control, or if the Customer fails to take delivery of the goods, the Company may, at its option, either take back the goods or store them (or have them stored) at the Customer's expense and risk. The administrative costs and the costs of return transport and storage are then payable by the Customer and the Customer must furthermore fulfil its obligations towards the Company as if delivery had taken place. The costs referred to here are set in advance between the Company and the Customer at a minimum of 15% of the agreed price, without prejudice to the Company's entitlement to reimbursement of the actual costs if they are higher.
- 9.6 A waybill, packing slip or similar document provided on delivery is deemed to correctly reflect the nature and quantity of the goods delivered, unless the Customer, or the end user designated by the Customer where the goods are delivered, objects to this immediately on delivery. The Customer warrants that the end user is made aware of this obligation and indemnifies the Company against its claims in this respect.

- 9.7 The waybill, packing slip or similar document referred to in this article serves as full proof of shipment of the quantities stated in the document in question, as well as the external good condition of the goods.

#### **Article 10: Risk and transfer of ownership**

- 10.1 The Company bears the risk for all direct and indirect damage that may occur to the goods until the moment the goods are unloaded at the stated destination.
- 10.2 The Company retains ownership of all goods delivered until all its claims against the Customer in respect of the goods delivered or to be delivered by the Company to the Customer under the Agreement, and in respect of any breach on the part of the Customer to perform such agreements, have been paid in full.
- 10.3 The Customer must store the goods delivered subject to retention of title with due care and as recognisable property of the Company. The Customer must furthermore insure the goods against damage or loss, regardless of the cause, for the duration of the retention of title, with the Company being named in that insurance as the insured, or as a co-insured, with an independent right of action against the insurer(s), and must make the insurance policies in question available for inspection at the Company's first request. As soon as Company so wishes, all claims of the Customer against the insurer(s) on the grounds of the insurance referred to here must be assigned to the Company or a right of pledge must be granted to it.
- 10.4 The Customer may not transfer the goods delivered subject to retention of title (as security or otherwise) to third parties or encumber them with security rights.
- 10.5 If the Customer fails to perform its obligations, is granted a suspension of payment or is declared bankrupt, or if attachment is levied against it, the Company may take back immediately and without prior notice of default the goods delivered subject to the retention of title that are still in the Customer's possession. As far as necessary, the Customer irrevocably authorises the Company to exercise that right to take back the goods or have them taken back. The Customer must give the Company access for that purpose to the exact location of the goods delivered and must otherwise give the Company all reasonable cooperation in order to have the goods taken back.
- 10.6 If and as far as the Company has exercised its right to take back the goods as referred to in the preceding paragraph, the Agreement is dissolved in full or for a proportional part, without any judicial intervention being required and without prejudice to the Company's entitlement to reimbursement of damage and costs. The Customer will then be given credit for the market value (which may in no event be higher than the original purchase price) minus the loss and costs incurred by the Company, including the costs involved in taking back the goods delivered or having them taken back.

- 10.7 The Customer, acting in a professional or commercial capacity, may sell and deliver the goods delivered subject to retention of title to third parties in the course of its business. On such sale, the Company's claim against the Customer in respect of the goods resold by the Customer, as far as it was not already immediately payable, will become immediately payable in full.
- 10.8 The Customer must at all times inform third parties, including the person levying the attachment, the trustee or the administrator, of the Company's retention of title in the event of attachment, a provisional suspension of payment or bankruptcy. If so requested, the Customer must furthermore inform the Company of the location of the goods and of the party to which they may have been sold.
- 10.9 If and as long as the Customer is the owner of the goods delivered, the Customer must immediately notify the Company if attachment is levied, or is about to be levied, on the goods, or if any other claim is made to all or part of the goods. The Customer warrants that any attachment levied on the goods will be lifted immediately.
- 10.10 In the event of delivery DAP, the goods sold are deemed to have been delivered and the risk of loss, destruction or damage, regardless of the cause, passes to the Customer the moment the goods are placed at the disposal of the Customer or the third party or parties designated by it, ready to be unloaded at the stated destination.

#### **Article 11: Payment**

- 11.1 Unless otherwise expressly agreed In Writing, payment of the agreed price, excluding VAT, must be made the moment the Agreement is formed, but no later than the period stated in the invoice.
- 11.2 All payments must be made without any deduction or set-off, effectively in the currency stated in the invoice.
- 11.3 If the Customer believes that it has a claim against the Company regarding the performance of the Agreement, that will not release it from its obligation to pay in the agreed manner.
- 11.4 The Customer may not suspend or set off its payment or other obligations on the grounds of any claim, regardless of the reason, that the Customer has or allegedly has against the Company.
- 11.5 If the Company delivers the goods in parts, it may invoice those parts separately and the Customer must pay those invoices as if they were invoices for separate agreements.
- 11.5 If the Company has good reason to fear that the Customer will fail to perform its obligations, the Company may, before delivering or continuing its performance, require adequate security for the performance of the Customer's payment obligations that suffices in its opinion.
- 11.6 The Company may suspend the performance of its obligations until the Customer provides that security.
- 11.7 If the Customer fails to pay the amounts due within the agreed term, it is in default without any notice of default or demand for payment being required. The statutory commercial interest is then payable by

- the Customer on the outstanding amount from the date of default, without prejudice to any other rights of the Company.
- 11.8 The Customer must pay all the amounts charged by the Company, without any deduction or set-off, discount or suspension.
- 11.9 Complaints regarding any performance of the Company do not alter the Customer's payment obligation and in no event give the Customer the right to suspend its payment obligations.
- 11.10 If the Customer is in default, the claim may be handed over for collection, in which case, in addition to the total amount then due, the Customer must also pay in full the extrajudicial collection costs in accordance with the *Wet normering buitengerechtelijke incassokosten* (Extrajudicial Collection Costs (Standards) Act) and the *Besluit vergoeding voor buitengerechtelijke incassokosten* (Extrajudicial Collection Costs (Fees) Decree) accompanying that Act.
- 11.11 Payments made by the Customer always serve as payment of all interest and costs due, and then as payment of the immediately payable invoices that have been outstanding the longest, also if the Customer states that the payment relates to a later invoice. This also applies to any credit notes. Receipt by the Customer of a credit note must be regarded as reliance on set-off against the aforesaid items (if and as far as they exist).

#### **Article 12: Returns**

- 12.1 The Customer may not return goods delivered by the Company to the Company without its prior Written consent. If goods are returned, that is always done at the Customer's expense and risk.
- 12.2 The goods must be returned to the address stated by Company, in their original packaging and in the condition in which the Company delivered the goods to the Customer "as new saleable", meaning complete, unused, undamaged and in their original packaging.

#### **Article 13: Complaints**

- 13.1 Complaints may relate only to non-conformity of the goods delivered in terms of their quantity or specification.
- 13.2 The Customer must check the goods immediately on arrival at the latest.
- 13.3 Complaints regarding relevant defects observable on inspection, as well as complaints relating to the quantity or specification of the goods, must be made In Writing within forty-eight (48) hours after delivery and with a full description of the alleged defects, accompanied by detailed photographs, failing which any right to complain about the goods in this regard lapses.
- 13.4 Minor deviations or technically unavoidable deviations and minor differences in quality, colour, size or finish cannot be grounds for complaints.
- 13.5 Complaints regarding other relevant defects must be made In Writing within eight (8) days after receipt or within five (5) days after their manifestation or discovery, but at the latest within twelve (12) months

after delivery, with a full description of the alleged defects and photographs of the defects, failing which any right in this respect lapses.

- 13.6 Every claim of the Customer regarding goods delivered furthermore lapses if:
- the Agreement relates to the delivery of used or damaged goods;
  - the goods have been processed or are otherwise not or no longer identifiable as originating from the Company;
  - the defects are wholly or partly due to normal wear and tear, or improper or incorrect handling, use, storage or maintenance of the goods;
  - the Customer has not immediately given the Company the opportunity to investigate the complaints and perform its obligations;
  - the Customer fails to perform any of its obligations or to do so properly or in a timely manner; or
  - twelve (12) months have passed since the invoice date.
- 13.7 With regard to parts or goods procured from third parties that have not been processed by the Company, the Customer may exercise rights in relation to the Company only insofar as the Company, in its turn, may exercise those rights in relation to its Supplier. In that case the Company is in any event discharged in relation to the Customer by transferring to the Customer the rights it has in relation to its Supplier.

#### **Article 14: Warranties**

- 14.1 The Company warrants to the Customer that the goods meet the requirements that may reasonably be set for them, based on the applicable warranty conditions of the Supplier.
- 14.2 The warranty period commences on the date of purchase by the end user.
- 14.3 The Company can in no event be held to a more extensive warranty in relation to the Customer than that to which the Company is entitled in relation to its Supplier(s). At the Customer's request, the Company will inform it of the applicable provisions.
- 14.4 If the goods are defective, the Company is required only, at its option, either to repair the goods, to make a new delivery, or to give the Customer credit for the defective goods. These General Terms and Conditions apply in full to any such new delivery.
- 14.5 Repair or replacement of parts does not extend the original warranty period.
- 14.6 If the Company has given its prior Written consent for repair, all repair work not covered by the warranty will be charged to the Customer.

#### **Article 15: Suppliers and rights**

- 15.1 The Company may at any time use Suppliers and third parties in performing its obligations towards the Customer.
- 15.2 If the Company delivers goods received from Suppliers or makes use in executing the order of third-party services, only the liability and

warranty obligations of those Suppliers and third parties apply. The Company will inform the Customer of the applicable provisions at its request. The Company's warranty or liability obligations towards the Customer in no event exceed those that the Company may exercise in relation to those Suppliers and third parties.

- 15.3 All intellectual property rights, including but not limited to copyrights, trademark rights, trade secrets, identifying marks, reference numbers, lot numbers, know-how, technology, data, designs, specifications, computer software and related documentation, and source code and other rights and know-how related to the goods delivered to the Customer or affixed to those goods remain the property of the Company, its licensor or its Supplier.
- 15.4 The Customer may not remove or change any marking concerning the intellectual property and other rights referred to above in this Article 15.2 from the products, packaging or other materials.
- 15.4 Products that are found to be defective may not be used, unless the Company has given permission to do so. All rights based on non-conformity of the goods delivered by the Company lapse if this provision is breached.

#### **Article 16: Resale**

- 16.1 If the Customer is a reseller appointed by the Company, the Company applies a qualitative and quantitative selective distribution system equivalent for the online and offline sales. For online sales, if the Customer is a Company-appointed reseller, the Customer may sell only via its own recognisable webshop and not via third-party internet platforms, unless otherwise expressly agreed.
- 16.2 If the Customer is a reseller appointed by the Company, the Customer may not export the products in the event of resale to countries other than those designated by the Company, without the Company's prior Written consent.
- 16.3 The Customer may not post, arrange for the posting, or distribute or arrange for the distribution of any advertisements or announcements, including advertisements and announcements on the Internet, of misleading content or misleading purport or that may detract from the advertising of the brands of the products sold by the Company, nor may it make misleading offers, either directly or indirectly, relating to the sale of the products offered by the Company.
- 16.4 All products intended for sale, trade or promotional use may be resold or used only in the condition in which they are sold or as prescribed by the Company. In particular, all products must remain intact without being tampered with, added to, altered or erased in any manner.

#### **Article 17: Liability and indemnity**

- 17.1 The Company's liability is limited to the performance of the warranty obligations described in these General Terms and Conditions and is furthermore limited to a maximum of the net invoice value of the goods delivered, insofar as the Company may prove to be liable.

- 17.2 The Company has taken out business liability insurance with its insurer. In the event of damage, the claim in question will be reported to the insurer and, if covered, liability for damage will be limited to the amount actually paid out by the insurer, plus the deductible. If for any reason no payment is made under this insurance, any and all liability is limited to a maximum of the net amount received by the Company for the performance of the Agreement.

- 17.3 The Company's liability in no event extends to trading loss or other indirect damage, including consequential damage, damage due to delay – including damage due to delay caused by Suppliers, Carriers or customs, loss of profit, processing costs or personal injury.

- 17.4 The Company is in no event liable for direct or indirect damage, including trading loss resulting from infringement of any right of intellectual or industrial property, licences or other rights of third parties, except in the event of intent or gross negligence.

- 17.5 If the Company is held liable by third parties for damage for which the Company is not liable under these General Terms and Conditions or otherwise, the Customer must indemnify the Company against such damage and liability and must reimburse to the Company all resulting costs, damage and interest.

- 17.6 The Company may at any time summon Supplier(s) and other parties involved in the claim for damages to appear in third-party proceedings and recover any damage incurred by the Customer or its customers from those Suppliers and other parties.

- 17.7 The Customer indemnifies the Company against all third-party claims, regardless of the reason, relating to reimbursement of damage, costs or interest caused by, occurring at or in any manner related to the goods delivered by the Company or from the performance.

- 17.8 If the Company has undertaken to install or apply any existing goods to be delivered by it to existing goods made available to the Company by the Customer or its customers, the Company is in no event liable for any damage caused to those existing goods on the installation or application by the Company of the goods to be delivered by it. The Customer must arrange for the shipping and insurance of the existing goods of the Customer or its customers offered for installation or application.

- 17.9 The limitations or exclusions of liability and the indemnification stipulated by the Company itself in the preceding paragraphs of this Article 17 are also stipulated for and on behalf of its employees, any other person engaged by the Company in the framework of the Agreement, as well as for the parties from which it obtains delivered products or parts.

#### **Article 18: Force majeure**

- 18.1 In the event of force majeure, including but not limited to the inability to perform all or part of the obligations under the Agreement towards the Customer, foreseen or unforeseen at the time at which the Agreement was entered into, riots, mobilisation, employee actions of

any nature, employee lock-outs, sudden operational breakdowns, late or faulty delivery of raw materials and auxiliary materials, finished products and packaging materials, government measures and measures of any import, export or transport bans imposed by the authorities, fire, floods, natural or nuclear disasters, any actual or imminent war situation, diseases, epidemics and pandemics (such as COVID-19) as well as default on the part of any Supplier or Carrier of the Company, etc., the Company may suspend its obligations for the duration of the force majeure situation until the Company is able to perform its obligations in the agreed manner, in which case the Company is not deemed to be in default in any manner and no damages are payable by the Company to the Customer.

- 18.2 Events of force majeure invoked by any Supplier or Carrier of the Company also apply to the Company as events of force majeure.
- 18.3 The Company may dissolve (*ontbinden*) the Agreement in whole or in part in the event of permanent force majeure.
- 18.4 The Customer is not entitled to any compensation in the event of temporary or permanent force majeure.

#### **Article 19: Breach or imminent breach**

- 19.1 If the Customer fails to perform one or more of its obligations arising from the Agreement, including the provisions of these General Terms and Conditions, or fails to do so properly or in time, or if there is serious doubt as to whether the Customer will be able to perform its contractual obligations towards the Company, as well as in the event of bankruptcy, suspension of payment, complete or partial shutdown, liquidation, transfer or encumbrance of the Customer's business, including the transfer or pledging of a significant part of its receivables, and furthermore if pre-judgment or post-judgment attachment is levied on goods of the Customer, the Company may, without any notice of default or judicial intervention being required:
  - suspend the performance of the Agreement and directly related agreements until payment has been sufficiently secured; or
  - dissolve (*ontbinden*) the Agreement in whole or in part; without being liable for any damages or warranty and without prejudice to its other rights.

#### **Article 20: Suspension and dissolution**

- 20.1 If the Company suspends the performance of its obligations, it may – and at the end of the suspension period must – opt either to perform the Agreement or to dissolve (*ontbinden*) it in whole or in part.
- 20.2 If the Company suspends its obligations under the Agreement on the grounds of paragraph 1 of this Article 20, the total price stated in the Agreement in question, minus the instalments already paid and the costs saved by the Company as a result of the suspension, become immediately payable.
- 20.3 In the event of dissolution (*ontbinding*), the Customer must furthermore, after payment of the total price stated in the Agreement

in question and after deduction of the instalments already paid and of the costs saved by the Company as a result of the dissolution, take possession of the goods included in it, failing which the Company may have these goods stored at the Customer's expense and risk or sell them at the Customer's expense.

- 20.4 If the Customer returns the goods received by it from the Company after the dissolution (*ontbinding*) of the Agreement, that return is at all times at its expense and risk, until the Company takes delivery of those goods.

#### **Article 21: Applicable law and disputes**

- 21.1 These General Terms and Conditions and all agreements entered into with the Company, offers made by the Company and resulting agreements and disputes are governed by Dutch law.
- 21.2 The applicability of the United Nations Convention on Contracts for the International Sale of Goods 1980, or any future international regulation on the sale of moveable goods, is expressly excluded.
- 21.3 The Rotterdam Court has exclusive jurisdiction in the first instance in respect of all disputes related to the Agreement or further agreements resulting from or related to it, except in so far as mandatory rules of jurisdiction stand in the way of this choice.

#### **Article 22: Language**

- 22.1 In the event of disputes on the interpretation of these General Terms and Conditions of Sale and Delivery in another language, the Dutch text prevails over any other language versions.

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