

General Terms and Conditions of KP Hageman Fulfilment B.V.

Registered with the Dutch Chamber of Commerce under number 23085123, statutory seat and office at Pascalstraat 3, 3335 LS Zwijndrecht, deposited with the Chamber of Commerce in Rotterdam.

1. General

- 1.1 Unless expressly agreed otherwise in writing, these General Terms and Conditions apply to every offer made by, and to every agreement for the sale and delivery of services, products, and/or materials, between the Hageman Group (hereinafter referred to as "Contractor") and its client(s) (hereinafter referred to as "Client"), as well as to any legal relationships arising from such agreements.
- 1.2 General terms and conditions of the Client only apply if and to the extent that they do not conflict with the provisions set forth herein.
- 1.3 Deviations from or additions to these General Terms and Conditions are only binding if and to the extent that the Contractor has agreed to them in writing.
- 1.4 If any provision of these General Terms and Conditions is found to be inapplicable or invalid, the remaining provisions shall remain fully in force. The invalid provisions shall be replaced by a reasonable alternative.
- 1.5 These General Terms and Conditions also apply to follow-up or partial assignments arising from the agreement.

2. Offers and Formation of the Agreement

- 2.1 Every offer or quotation from the Contractor, whether oral or written, is valid for the period stated therein. If no validity period is specified, the offer is non-binding.
- 2.2 For a non-binding offer, the Contractor has the right to revoke the offer or quotation no later than two business days after receipt of acceptance.
- 2.3 If the acceptance deviates in any way (even in minor points) from the offer stated in the quotation, the Contractor is not bound by it. The agreement will not be concluded according to such deviating acceptance unless the Contractor has expressly agreed in writing.
- 2.4 The Contractor cannot be held to an offer or quotation if the Client could reasonably understand that the offer or any part thereof contains an obvious mistake or error.
- 2.5 All amounts stated in an offer or confirmation are exclusive of VAT and in Euros, unless explicitly agreed otherwise in writing.
- 2.6 A composite quotation does not oblige the Contractor to perform part of the assignment at a proportionate part of the quoted price.
- 2.7 Offers or quotations do not automatically apply to future (partial) assignments or repeat orders.
- 2.8 In determining its pricing, investments, etc., the Contractor has relied on the information provided by the Client, including expected quantities and turnover, as stated in the offer or order confirmation.
- 2.9 Work, services, or reports not expressly mentioned, as well as unforeseen or unexpected additional work or structural extra work, may be charged separately based on specification.
- 2.10 Agreements are concluded by an assignment from the Client. If this is done orally, the written confirmation from the Contractor serves as proof of the assignment, without prejudice to other evidence.
- 2.11 The Contractor applies the NEA index guidelines for pricing and reserves the right to adjust prices for services up to twice per year in accordance with its development.

2.12 Changes in costs of materials, transport, subscriptions, and other services purchased specifically for the Client, as well as price-increasing circumstances due to changes in laws, regulations, government measures, or currency fluctuations, may be immediately charged upon presentation of written proof of such increase.

2.13 If the Contractor also acts as a supplier of products, materials, packaging, and/or goods, changes in articles, technical improvements, changes in colors or design shall be communicated to the Client as soon as possible.

3. Delivery

3.1 If during the execution of the agreement it becomes apparent that the work and/or deliveries cannot be performed as agreed due to unforeseen circumstances, the Contractor will consult the Client regarding a modification of the agreement. The Contractor will inform the Client of the consequences of the modification for pricing, rates, and delivery times. If performance of the agreement becomes impossible as a result, the Contractor has the right to terminate that part of the agreement without any compensation. The Contractor remains entitled to full compensation for work and deliveries already performed.

3.2 Agreed lead times and service levels are always approximate and depend on the accuracy, good condition, and completeness of the information, articles, materials, data, documents, etc., provided by the Client and the timely delivery thereof.

3.3 The Contractor is not responsible for the content, accuracy, condition, and completeness of the components mentioned in section 2.

3.4 The Client and Contractor must inform each other in writing of any structural causes of delays in delivery or completion. The Client cannot claim dissolution of the agreement or compensation for exceeding lead times or defects in deliveries.

3.5 Unless explicitly and in writing agreed otherwise, all shipments and transport of goods arranged by the Contractor are at the expense and risk of the Client. All costs associated with the shipment and transport of goods, such as postage, customs, freight, packaging, and freight insurance, are also borne by the Client. Shipment and transport of goods shall be carried out in the manner agreed with the Contractor and under the responsibility of and in accordance with the carrier's delivery conditions. The Contractor adheres to the following rules regarding the indicated types of transport: National road transport follows the General Transport Conditions 1983, or at least the version filed at the time of the conclusion of the agreement. Air transport follows the standard IATA Conditions of Carriage as stated on the back of the IATA Conditions of Carriage and the conditions referred to therein. Any additional services and insurance are provided for an extra charge.

3.6 Goods to be delivered shall be packaged in the manner agreed with the Contractor, unless the Client has provided written instructions for alternative packaging.

3.7 Costs for monthly services and/or subscriptions are always calculated per full calendar month.

3.8 Costs for annual services and/or subscriptions are always calculated per full calendar year.

3.9 Execution of work and/or provision of services takes place from the offices and warehouses of the Contractor and/or third parties, at the Contractor's discretion.

3.10 The risk for the goods to be delivered passes to the Client at the moment of delivery, i.e., when the goods leave the premises of the Contractor.

4. Payment

- 4.1 Unless a different term is stated on the invoice, the Client is obliged to pay the invoice amount in full within 14 days of the invoice date.
- 4.2 The accuracy of an invoice is deemed accepted if the Client does not object within 9 calendar days after receipt. The Client's payment obligation is not suspended by filing a complaint.
- 4.3 The Client may not set off claims of the Contractor against any counterclaims it may have against the Contractor.
- 4.4 The Client is automatically in default by exceeding the payment term referred to in paragraph 1, without notice or formal demand being required.
- 4.5 In case of payment arrears after the term mentioned in paragraph 1, the Client owes interest on that amount by operation of law, equal to the statutory interest referred to in Article 6:119 Dutch Civil Code, plus 3%.
- 4.6 If payment is still not made after a reminder by the Contractor, the Contractor is entitled to charge the Client extrajudicial collection costs. Such costs amount to at least 15%, with a minimum of €250.
- 4.7 If the Client exceeds the payment term referred to in paragraph 1, the Contractor is entitled to suspend or cease further deliveries and services, or to terminate the agreement by written notice without further default notice.
- 4.8 Payments received from the Client are first applied to all due interest and costs, and subsequently to the oldest outstanding invoices.
- 4.9 In the event of liquidation, bankruptcy, attachment, or suspension of payment by the Client, the Contractor's claims against the Client become immediately fully due.
- 4.10 In case of a jointly given assignment, Clients are jointly and severally liable for payment of the invoiced amount, interest, and other costs for work performed for the benefit of the joint Clients, regardless of the name on the invoice.

5. No Return or Refund

- 5.1 Materials, articles, subscriptions, or other services specifically purchased for or used by the Client are fully charged to the Client and shall never be fully or partially taken back or refunded by the Contractor.

6. Retention of Title and Right of Retention

- 6.1 The Contractor retains ownership of all goods delivered or to be delivered under the agreement, or of goods processed by the Contractor, until the Client has fulfilled all payment obligations to the Contractor.
- 6.2 These payment obligations include the payment of invoiced amounts, plus any claims for compensation, extrajudicial collection costs, interest, and any penalties.
- 6.3 In the event of processing, transformation, or mixing of the goods under retention of title with materials, articles, or other goods of the Client, the Contractor acquires co-ownership of the newly created goods in proportion to the value of the services and/or goods supplied.
- 6.4 The Client is explicitly prohibited from providing securities to third parties regarding goods of which the Contractor is (co-)owner.
- 6.5 If third parties attach, make claims on, or seek to assert rights over materials, articles, or processed goods delivered under retention of title, the Client is obliged to inform the Contractor immediately. Retention of title and claims or pledges to third parties are only recognized by the Contractor after prior written agreement between Contractor and Client.

- 6.6 The Contractor has a right of retention over all goods of the Client that are in the Contractor's possession, if the Client has not fulfilled all its obligations towards the Contractor. The Contractor is not liable for any damage – of any kind – resulting from the exercise of the right of retention.
- 6.7 Execution of the assignment by the Contractor does not imply the transfer of intellectual property rights held by the Contractor. All intellectual property rights arising during or because of the execution of the assignment belong to the Contractor.
- 6.8 The Client is explicitly prohibited from reproducing, disclosing, or exploiting products of the Contractor, including computer applications, system designs, methods, advice, (model) contracts, and other intellectual products of the Contractor, in the broadest sense, with or without involving third parties.
- 6.9 The Client may not provide the products mentioned in the previous section to third parties without prior written consent of the Contractor, except for obtaining expert advice regarding the performance of the work by the Contractor. In such case, the Client shall impose its obligations under this article on the engaged third parties.

7. Securities

- 7.1 Both before and during the execution of agreements, the Contractor has the right to require the Client to provide (additional) security for payment in the form of a bank guarantee or deposit, or to demand advance payment.
- 7.2 All bank fees and charges related to financial fulfillment are immediately settled with the balance of the bank account specifically opened by the Client for financial fulfillment.
- 7.3 The Contractor reserves the right to offset the balance of any outstanding invoices of the Client against this specially opened bank account.

8. Complaints and Liability

- 8.1 Any right of complaint lapses if defects or shortcomings are not reported to the Contractor in writing within 9 days after execution of the relevant work or receipt of goods.
- 8.2 The Contractor must be given the opportunity to investigate the complaint. The Client shall provide all relevant information immediately upon the Contractor's request. In case of a justified complaint, the Contractor may choose to adjust the invoiced price, correct or redo the rejected work free of charge, or partially or fully cancel the assignment with proportional refund of the amount already paid by the Client.
- 8.3 Any liability of the Contractor is explicitly limited to direct damage.
- 8.4 The Contractor accepts no liability for consequential damage, such as business interruption, loss of profit, or incurred loss, delay damage, or personal injury or product damage suffered by the Client or third parties in connection with goods, products, materials, and/or services supplied by or through the Contractor.
- 8.5 The Client is responsible towards the Contractor and the end user for the conformity, quality, and suitability of the delivered goods and indemnifies the Contractor against any claims from customers or third parties based on such (product) liability or related damages.
- 8.6 The Contractor accepts no liability for advice, recommendations, data, explanations, etc., provided concerning the organization and execution of services and/or arising from work performed by the Contractor. No rights can be derived from such information.
- 8.7 The Contractor is not liable for damage

arising from or because of:

- the quality, suitability, usability, or other properties of materials, articles, or other goods supplied by the Client.
- instructions, guidelines, advice, or directions provided by or on behalf of the Client.
- packaging or packaging methods prescribed by the Client.
- incorrect, incomplete, or untimely information, documentation, or data provided.
- business (policy) decisions taken or executed by the Client, whether or not based on information or documents provided by the Contractor. The Client remains fully responsible for its own decisions;
- changes in (tax) laws or regulations, or other provisions imposed by the government or competent authorities, or positions taken by them.

8.8 If the Contractor is liable for damage suffered by the Client, the Contractor's obligation to compensate is always limited to the amount paid out by its insurer in the relevant case.

9. Risk of Information Storage

9.1 The Contractor shall store and safeguard all information received from the Client carefully during the term of the agreement and shall take all reasonable measures to prevent loss or unauthorized access (e.g., by viruses, technical malfunctions, hackers, etc.) to this information.

9.2 However, the Contractor is never liable for loss, theft, or destruction of the received information, unless this is due to intent and/or deliberate recklessness of the Contractor or its executive-level management. The Client must always ensure that it retains the original or a copy of the information provided to the Contractor.

9.3 The Contractor is obliged to maintain confidentiality towards third parties, unless the Contractor has a legal obligation to disclose.

9.4 The Contractor is not entitled to use the information provided by the Client for any purpose other than that for which it was obtained.

10. Processing of Personal Data

10.1 To the extent that personal data are processed in the context of performing the work, such personal data shall be processed properly and carefully in accordance with the General Data Protection Regulation (GDPR).

10.2 Technical and organizational measures shall be taken to protect personal data against loss or any other form of unlawful processing, taking into account the state of the art and the nature of the processing.

11. Force Majeure

11.1 In the event of force majeure, the Contractor is entitled to cancel or suspend any assignment. In such cases, the Client has no right to claim any compensation. If, in the Contractor's opinion, the force majeure is temporary, the Contractor has the right to suspend its performance until the force majeure situation has ended.

The Client is not entitled to terminate the agreement in such cases. If the Contractor considers the force majeure situation to be permanent, the Contractor shall notify the Client in writing and is entitled to terminate the agreement by written declaration without judicial intervention.

11.2 Force majeure includes, but is not limited to: fire, shortage of labor, strikes, lockouts, unavailability or delay in supply or transport of goods, and other hindrances, whether internal or external to the company, war, mobilization, epidemics, natural disasters, reduction in production, requisition of supplies, raw materials, or production capacity, import/export bans, failure of electricity, internet or telephone connections, energy shortages, and civil unrest.

11.3 If force majeure occurs after the agreement has been partially performed, the Client must, in any case, fulfill its obligations up to that point.

12. Suspension of Work, Termination

12.1 In the following cases, the Contractor has the right to terminate the agreement, in whole or in part, without any notice of default or judicial intervention, by written declaration, without prejudice to the Contractor's further rights to claim performance, compensation, or suspension:

- if the Client fails to fulfill its contractual obligations, after proper notice of default, in full or on time;
- if the Client has applied for bankruptcy or (provisional) suspension of payment, or is placed under guardianship or declared bankrupt;
- if the Client is subject to executive attachment or otherwise loses control or capacity to dispose of its assets.

12.2 The Contractor is entitled to lift any suspension of its work and release of goods, funds, and products only after the Client has fulfilled all its financial and contractual obligations.

12.3 The agreement may not be terminated by the Client for exceeding deadlines, unless performance is permanently impossible, except if the Contractor also fails to perform the agreement fully within a reasonable period, which has been notified in writing after the agreed deadline. Termination in such cases is permitted in accordance with Article 6:265 of the Dutch Civil Code.

13. Applicable Law and Competent Court

13.1 All agreements between the Contractor and the Client are governed by Dutch law.

13.2 Any disputes arising from the agreement or these terms and conditions shall be initially adjudicated by either the District Court of Rotterdam or, if the dispute falls under the jurisdiction of the subdistrict court, by the competent subdistrict court.