

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF THE HOLLANDER B.V.

Article 1: Applicability

- a. These terms and conditions apply to all offers, sales, and deliveries by The Hollander B.V., hereinafter referred to as The Hollander B.V., to a third party, to all activities carried out by The Hollander B.V. on behalf of a third party, and to all agreements in the broadest sense of the word entered into by The Hollander B.V. with a third party.
- b. These terms and conditions apply in and outside the Netherlands, regardless of the place of residence or registered office of the parties involved in an agreement, and regardless of the place where the agreement has been concluded or should be performed.
- c. If the buyer/client uses purchasing conditions, these purchasing conditions will not be binding for The Hollander B.V. insofar as they deviate from these delivery conditions.
- d. Any deviation from these terms and conditions that has been used or permitted by The Hollander B.V. at any time for the benefit of the buyer/client can never lead to the latter having the right to invoke it later or to claim the application of such deviation for him/her as an established fact.

Article 2: Offers

- a. All offers and quotations are non-binding, unless explicitly stated otherwise. They have been made to the best of The Hollander B.V.'s knowledge and are based on data that may have been provided upon request for an offer.
- b. The specifications provided by The Hollander B.V. on websites, in images, multimedia, catalogs, brochures, or drawings or in any other way with respect to dimensions, capacity, performance, color, material structure, finish, or results should be regarded as estimates and as having been provided non-bindingly. The Hollander B.V. is not obliged to comply with these specifications and therefore accepts no liability for any inaccuracies in these data.

Article 3: Orders/Agreements

- a. An order is understood to mean: any agreement with The Hollander B.V., regardless of whether it undertakes to perform activities or make staff, material, or space available or perform any other service, in the broadest sense.
- b. All agreements entered into with The Hollander B.V. only become binding after written confirmation by The Hollander B.V. or because The Hollander B.V. has commenced the execution of the order. Any additions or changes to the aforementioned agreements will only become binding for The Hollander B.V. after and to the extent that they have been accepted and confirmed in writing by The Hollander B.V. The buyer/client is deemed to have accepted changes or additions to agreements entered into with The Hollander B.V. if the buyer/client has not objected in writing to these changes and/or additions within eight days after he became aware of or could have become aware of these changes and/or additions. The buyer/client is deemed to have knowledge of the said changes and/or additions and to have accepted them at the moment that The Hollander B.V. has commenced the activities to which these changes and/or additions relate.
- c. Unless explicitly agreed otherwise in writing, The Hollander B.V. is at all times entitled to have part of the order or the entire order performed by a third party, on the understanding that these conditions also apply in favor of this third party, provided that The Hollander B.V. authorizes this third

party in writing – if necessary, even afterward – to invoke these conditions without this authorization causing any obligation for The Hollander B.V.

Article 4: Liability

a. Except as provided in Article 9 of these conditions, The Hollander B.V. is not liable for damage, whether direct or indirect, caused by the delivered goods – including additional work – that do not comply with the agreement, unless this is due to intent or gross negligence on the part of The Hollander B.V. The Hollander B.V. therefore also accepts no liability in the event of serious calamities, such as fire, water damage, and any external circumstance, such as war and earthquakes.

b. If The Hollander B.V. should be liable for any other reason for damage under the agreement, the damages payable will not exceed the invoice amount (excluding sales tax) with regard to the goods and/or services in question, with a maximum of EUR 10,000.00 (say: ten thousand euros).

c. A claim under these conditions does not suspend the payment obligation of the buyer/client towards The Hollander B.V.

d. The Hollander B.V. is never liable for damage, deterioration, and/or loss of quality in any way as a result of the manner in which the buyer/client, their customers, and/or third parties engaged by them receive, store, and/or handle the goods delivered by or on behalf of The Hollander B.V.; therefore, not within or outside the warranty period, and also not before or after the stated expiration date.

Article 5: Period and Place of Delivery

a. The delivery periods mentioned in the offers, confirmations, and contracts are to the best of The Hollander B.V.'s knowledge and will be observed as much as possible, but they are not binding for The Hollander B.V.

b. Exceeding these periods, for whatever reason, does not entitle the buyer/client to compensation, termination of the agreement, or non-compliance with any obligation that arises for him from the agreement in question or from any other agreement, whether or not related to this agreement.

c. If the delivery period is exceeded to a significant extent, in The Hollander B.V.'s opinion, The Hollander B.V. will consult further with the buyer/client.

d. Delivery takes place ex The Hollander B.V. company or another location to be determined by The Hollander B.V.

e. If goods sold or services offered by The Hollander B.V. are not accepted after they have been offered to the buyer/client, they will be available to the buyer/client for a period of three weeks. However, in order to limit damage suffered or still to be suffered to the products and/or their marketability, The Hollander B.V. is free to limit the period of availability at its own discretion, without reducing or nullifying its rights towards the buyer/client. During this period, the goods will be stored at the expense of the buyer/client. After the aforementioned period, the total amount that would be due for purchase or compliance, plus costs and interest, may be claimed from the buyer/client, even without delivery of the goods or services in question. The payment will then be regarded as compensation to The Hollander B.V.

f. If the buyer/client does not comply with any obligation arising from this agreement or any other agreement related to the order, or does not do so in time, The Hollander B.V., after notifying the

buyer/client in writing that he is in default, is entitled to suspend performance without judicial intervention, without The Hollander B.V. being obliged to pay any compensation.

Article 6: Transport and Transport Risk

- a. The choice of the means of transport is up to The Hollander B.V.
- b. The transport of the goods ordered from The Hollander B.V. is at the expense of the buyer/client.
- c. From the moment of dispatch, all goods ordered from The Hollander B.V. travel at the risk of the buyer/client. Even if it has been agreed that the freight costs to the delivery address are at the expense of The Hollander B.V., the buyer/client is liable for all damage that occurs during transport.
- d. The goods will only be delivered on the ground floor. If goods must be delivered at a location other than on the ground floor, the extra costs and risks are entirely at the expense of the buyer/client.
- e. Upon arrival or receipt of the goods, the buyer/client must check the condition of the goods. If it then appears that the goods or materials have been damaged, he must take all measures to obtain compensation from the carrier. By signing the receipt provided by or on behalf of The Hollander B.V., the buyer/client declares that he has received the goods in good condition.

Article 7: Prices and Costs

- a. The Hollander B.V. sets a price or fee for each order separately. This price or fee is intended solely as the amount to be paid for the performance to be performed by The Hollander B.V., including the normal costs. The prices mentioned in the offer are based on the cost price factors, rates, wages, taxes, duties, charges, freight, etc. that are known at the time. In the event of an increase in any of these factors, The Hollander B.V. is entitled to change the offered (selling) price accordingly.
- b. The price or fee therefore does not include any levies imposed by the government or other bodies, including fines, insurance premiums, etc.
- c. The Hollander B.V. is entitled to demand advance payments, or a deposit or security (in the form of a bank guarantee).
- d. The Hollander B.V. reserves the right to charge shipping costs.

Article 8: Terms of Payment

- a. Unless otherwise agreed in writing, payment of invoices sent by The Hollander B.V. must be made within the agreed term, without deduction of discounts and without any form of compensation. The payment term depends on the agreement per customer.
- b. All payments, without deduction or settlement of debt, must be made at the offices of The Hollander B.V. or into a bank or giro account to be designated by The Hollander B.V.
- c. Discounts can only be granted after mutual consultation between The Hollander B.V. and the buyer/client. Unless otherwise agreed in writing, these are one-off discounts. No appeal can be made to previous discounts in subsequent transactions.

Article 9: Complaints

- a. Any complaints about the delivery of goods, the services provided, and invoice amounts must be reported explicitly in writing to The Hollander B.V. within 24 hours of receipt of the products, services, or the invoices in question, with a careful statement of the facts to which the complaints relate. The

right of the buyer/client to complain expires with regard to the goods and/or services that have been used, processed, and/or handled by or on behalf of the buyer/client.

b. Complaints with regard to the provisions in these conditions as referred to in, among other things, Article 6:233, under a, of the Dutch Civil Code (voidability with regard to one or more provisions on the grounds of being unreasonably onerous) must also be reported to The Hollander B.V. in writing by registered letter within eight days of becoming aware of these conditions or the time at which they could reasonably have become aware of, with a careful statement of the facts to which the complaints relate. The right to complain expires at the moment the agreement is concluded. The buyer/client refrains from subsequently appealing on the grounds that one or more provisions in these conditions are unreasonably onerous, insofar as the provisions that are considered unreasonably onerous are not mandatory by law.

c. If the complaints submitted do not comply with the above provisions, they can no longer be processed, and the buyer/client is deemed to have approved the goods delivered and/or services provided. If, in The Hollander B.V.'s opinion, a justified complaint has been submitted, it has the right to pay the buyer/client an amount to be determined in mutual consultation as compensation, or to proceed with redelivery while maintaining the current agreement, under the obligation of the buyer/client to return the incorrectly or defectively delivered good(s) free of charge to The Hollander B.V., at The Hollander B.V.'s discretion.

d. The Hollander B.V. is only obliged to take note of submitted complaints if, at the moment the complaints are submitted, the buyer/client involved has fully complied with all his existing obligations towards The Hollander B.V., regardless of what these obligations consist of and from which agreement they arise.

e. Return shipments that are insufficiently packaged or insufficiently stamped will be refused by The Hollander B.V. All return shipments from buyers or clients are at their expense and risk.

Article 10: Cancellation/Termination and Suspension

a. If the buyer/client is or remains in default in any way with regard to fulfilling his obligations regarding deliveries or activities already performed or still to be performed by The Hollander B.V., or under other obligations, The Hollander B.V. has the right to suspend its obligations towards the buyer/client or to cancel/terminate the underlying agreements in whole or in part, without being liable in any way to the buyer/client and without prejudice to the rights to which The Hollander B.V. is entitled.

The Hollander B.V. also has this right if the buyer/client has been declared bankrupt, has applied for a suspension of payments, the Debt Restructuring for Natural Persons Act (WSNP) has been declared applicable, other forms of debt supervision or liquidation of the company or business activities take place, or if – according to The Hollander B.V.'s standards – these circumstances threaten to occur. All claims that The Hollander B.V. has on the buyer/client will then become immediately due and payable.

b. If the buyer/client wants to terminate or cancel the agreement(s) he has entered into with The Hollander B.V., The Hollander B.V. is also entitled to demand compliance with the agreements entered into, or – at The Hollander B.V.'s discretion – the buyer/client must pay cancellation costs of at least 30% of the selling value.

Article 11: Compensation in the event of non-payment or late payment

If payment of the invoices sent by The Hollander B.V. has not taken place within the agreed term, the buyer/client is deemed to be legally in default and The Hollander B.V. has the right to charge the buyer/client interest on the full amount due from the due date, equal to the statutory interest rate with a minimum of 1% per month or part thereof, without prejudice to the other rights to which The Hollander B.V. is entitled, including the right to recover all costs under the claim, such as court costs and extrajudicial collection costs that can be liquidated, the latter of which are fixed in advance at 15% of the amount to be claimed, with a minimum of EUR 250 (say: two hundred and fifty euros), all without notice of default.

NB: From the moment that the legislator has legally established that the extrajudicial collection costs can be passed on to the buyer/client, the buyer/client is obliged to pay extrajudicial collection costs in accordance with the respective provisions of the law.

Article 12: Retention of Title

- a. As long as the buyer/client has not fully paid The Hollander B.V. for goods, parts, and installations delivered to him by The Hollander B.V. and/or activities performed for him by The Hollander B.V., these goods and/or materials, which are at the expense and risk of the buyer/client, remain the undisputed property of The Hollander B.V.
- b. If a buyer/client does not comply with any obligation from the agreement with respect to the goods sold and/or activities performed, The Hollander B.V., without any notice of default being required, has the right to take back the goods or materials, in which case the agreement will be terminated without any judicial intervention, without prejudice to The Hollander B.V.'s right to claim compensation in court or out of court for all damage suffered or still to be suffered by The Hollander B.V., including loss suffered, lost profit, interest, transport costs, etc.
- c. The Hollander B.V. reserves the right to actually retain goods, tools, materials, vehicles, money, securities, (financial) documents, etc., which it has obtained from the buyer/client under whatever title, until the buyer/client has fully complied with his financial and other obligations towards The Hollander B.V.
- d. For transactions with a buyer/client established in a country where a prolonged retention of title applies, The Hollander B.V. has the right to declare the prolonged retention of title as it applies in the country concerned applicable at any time of its choosing.

Article 13: Force Majeure

- a. In the event of force majeure, The Hollander B.V. is no longer obliged to fulfill its obligations towards the buyer/client. Force majeure also includes events and situations that have a clearly identifiable and direct influence on the company The Hollander B.V., such as serious interruptions of the production process, war (also outside the Netherlands), riot, epidemic, fire, traffic obstruction, strike, lockout, loss or damage during transport, contamination of goods for import or contamination of imported goods that becomes evident upon arrival, accident or illness among the staff, import restrictions or other restrictions imposed by governments, etc. The Hollander B.V. is released from its obligations, regardless of whether force majeure occurred in its own company or elsewhere, such as in the companies of suppliers, carriers, wholesalers, etc.
- b. In the event of impediments to the performance of the agreement due to force majeure, The Hollander B.V. has the right, without judicial intervention, to suspend the performance of the agreement for a period not exceeding six months, or to terminate the agreement in whole or in part,

at The Hollander B.V.'s discretion. The buyer/client will receive a written notification of such a decision from The Hollander B.V.

Article 14: Intellectual Property Rights, Design Protection

a. The intellectual property rights to all products manufactured, services provided, etc. by The Hollander B.V. (also for the benefit of the buyer/client) belong to The Hollander B.V. The use or alternative use of these rights, designs, and/or ideas of The Hollander B.V. is strictly prohibited, unless The Hollander B.V. has granted explicit written permission and all conditions set by The Hollander B.V. in this regard have been fully complied with.

b. If the buyer/client does not comply with the provisions as set out under 14a, The Hollander B.V. is entitled, without any further notice of default and/or judicial intervention being required, to claim a penalty of at least EUR 11,500 (say: eleven thousand five hundred euros) per day or part thereof as long as this non-compliance continues.

Article 15: Guarantees

a. The Hollander B.V. only grants a guarantee in accordance with the provisions of the guarantee clause if such provisions have been delivered together with the products. In such cases, the guarantee only becomes effective after the buyer/client has notified The Hollander B.V. of his request in writing by registered letter.

b. If a guarantee is provided by The Hollander B.V. but if no guarantee clause has been provided, the guarantee period is no longer than three months after delivery of the goods concerned. The buyer/client must also notify The Hollander B.V. of his request in writing by registered letter.

NB: A guarantee on goods is in any case not applicable to damage, deterioration, and/or loss of quality as a result in any way of the manner in which the buyer/client, their customers, and/or third parties engaged by them receive, store, and/or handle the goods delivered by or on behalf of The Hollander B.V. This also applies to the stated expiration date. If there is disagreement about the cause of the damage, deterioration, and/or loss of quality, the burden of proof lies with the buyer/client.

c. The guarantee includes repair or replacement of the goods delivered, at The Hollander B.V.'s discretion. External contingencies can never lead to The Hollander B.V. being held to provide any guarantee.

d. The goods taken in for repairs by The Hollander B.V. or with a third party engaged for this purpose remain in all cases at the risk of the buyer/client.

Article 16: Shipments for Approval

Only upon prior written confirmation by The Hollander B.V. to the buyer/client can the goods delivered by or on behalf of The Hollander B.V. be considered shipments for approval for shows, exhibitions, trade fairs, and/or other purposes to be indicated by The Hollander B.V.

These general terms and conditions also fully apply to goods for approval and on consignment.

Article 17: Applicable Law and Competent Court

a. The laws of the Netherlands apply to all offers, orders, and agreements entered into with The Hollander B.V. The Hollander B.V., however, has the option at any desired moment to appeal to the applicable law of the country where the buyer/client is registered/has its registered office or to the Vienna Sales Convention. In such a case, contrary to the provisions set out under b, the dispute will

be submitted to the court that is competent *ratione materiae* in the buyer/client's jurisdiction. The Hollander B.V. does not need to inform the buyer/client about this in advance.

b. All disputes will be submitted to the District Court of Midden-Nederland that is competent *ratione materiae*, or to another competent judicial authority, at The Hollander B.V.'s discretion.

c. If any article or paragraph of these general terms and conditions becomes invalid, the other articles remain valid.

CONCLUDING PROVISIONS:

These terms and conditions have been drawn up and filed for the benefit of The Hollander B.V. and have been created under the applicability of its current and future general terms and conditions of sale and delivery, in compliance with Book 6, Title 3 of the Dutch Civil Code.

These general terms and conditions are also subject to © copyright.