

GENERAL TERMS AND CONDITIONS OF SALE (B2B)

Article 1 Definitions

- a) General Terms and Conditions: these general terms and conditions of sale.
- b) Customer: any natural person, acting in a profession or business, or legal entity with which POLDR has entered into a contract or to which POLDR makes one or more offers.
- c) POLDR: the private company with limited liability Aangenaam XL B.V. trading under the name POLDR with its registered office and principal place of business in (6571 BJ) Berg en Dal at Oude Kleefsebaan 90, listed in the Dutch Trade Register of the Chamber of Commerce under number 51031450.
- d) Contract: any contract formed between POLDR and the Customer, including any changes or supplements thereto.
- e) Parties: POLDR and the Customer jointly.
- f) Products: all products offered, sold and/or manufactured by POLDR.

Article 2 Applicability

- 2.1 These General Terms and Conditions are applicable to and form part of all Contracts, offers, quotations, assignments, order confirmations, deliveries and all other legal acts between POLDR and the Customer, insofar as these terms and conditions have not been explicitly deviated from by the Parties in writing.
- 2.2 Any deviations from or supplements to the General Terms and Conditions are only valid if they have been explicitly agreed in writing.
- 2.3 The applicability of any purchasing or other conditions on the part of the Customer or third parties is hereby explicitly waived and does not bind POLDR, unless and insofar as their applicability has been explicitly accepted in writing by POLDR.
- 2.4 POLDR is entitled at all times to unilaterally amend the General Terms and Conditions. Amended terms and conditions will be deemed as accepted if the Customer has not objected to the amended terms and conditions in writing within 30 days after the amended terms and conditions were sent or communicated to it.
- 2.5 If one or more provisions of these General Terms and Conditions prove to be invalid, contrary to the law or otherwise unenforceable, the validity of the remaining provisions will be unaffected.

Article 3 Formation of contract

- 3.1 All verbal and written offers and quotations by POLDR are without obligation unless explicitly indicated otherwise. This also applies to all price lists published by POLDR.
- 3.2 Offers remain open for acceptance for 21 days unless explicitly indicated otherwise in writing.
- 3.3 POLDR explicitly reserves the right to reject enquiries or to make changes to offers and quotations, or to withdraw them at any time.
- 3.4 A Contract is formed only after (I) an offer (in writing) made by POLDR is accepted by the Customer within the time period provided for acceptance, or (II) a (purchase) order from the Customer or an offer by POLDR is accepted in writing. The commitments and agreements set out in a Contract with POLDR supersede those previously made verbally or in writing.

- 3.5 Any subsequent supplementary agreements or changes, including (verbal) commitments by and/or agreements with subordinates and/or employees of POLDR, are not binding on POLDR until they have been confirmed in writing by POLDR (by Marc Poldermans and/or Joyce Scheres).
- 3.6 If and insofar as proper execution of the Contract calls for this, POLDR is entitled to delegate services to third parties. Any additional costs will be charged on to the Customer in accordance with the quotations provided.
- 3.7 POLDR will endeavour to meet the Customer's required production volumes and delivery times for the Products, but POLDR cannot be obligated to do so.
- 3.8 POLDR is never obliged to cooperate with or contribute to the Customer's advertising and marketing promotions, unless the Parties agree otherwise in writing.

Article 4 Cancellation and change

- 4.1 The Customer may change or cancel an order or Contract (to the extent it has not yet been produced in whole or in part by POLDR) only if it notifies POLDR in writing or by electronic means of the intended change or cancellation no later than 8 days after the date on which the order was placed or within 8 days after the date on which POLDR sent the order confirmation.
- 4.2 In the case of full or partial cancellation of an order or Contract by the Customer, POLDR is entitled to charge the Customer for all the costs it has already incurred in executing said order or Contract.
- 4.3 If an order or Contract is changed at the Customer's request and by mutual agreement, POLDR is entitled to charge the Customer for the additional costs caused by this change. In the event of a change, the originally agreed delivery dates will no longer be valid.
- 4.4 If the price or dates are based on an obvious mistake, POLDR may correct the mistake or cancel the order at its discretion.
- 4.5 In all other respects, POLDR may cancel an order only if it notifies the Customer of the intended cancellation in writing or by electronic means no later than 30 days after the date on which POLDR sent the order confirmation.
- 4.6 In the event of partial cancellation by the Customer, the remainder of the order or Contract will remain intact.

Article 5 Prices

- 5.1 The prices stated in offers or quotations apply per item, are expressed in euros and are exclusive of VAT and other government levies, as well as any handling costs to be incurred within the framework of the Contract, including storage costs, shipping and administration costs, unless otherwise indicated.
- 5.2 If, following an offer or quotation or the formation of the Contract, there is a demonstrable change in factors affecting costs, including: raw materials, items involving sales from a third party, wages, government costs and/or freight or transportation costs, POLDR is at all times entitled to change the price and rates correspondingly. POLDR will notify the Customer thereof as soon as possible.

Article 6 **Invoicing and payment**

- 6.1 The amounts owed are to be paid in 2 instalments. The first instalment of 35% takes place by means of prepayment at the time of the formation of the Contract and prior to putting the order into production, the second instalment of 65% takes place by means of prepayment prior to delivery, unless the Parties make alternative payment arrangements in the Contract.
- 6.2 Payment is to be made only by remittance to POLDR's bank account details as indicated on the invoices.
- 6.3 Insofar as payment in arrears has been explicitly agreed upon in writing, payment is to be made within 14 days of the invoice date.
- 6.4 If the Customer fails to meet its payment obligations within the set payment terms, POLDR is free to suspend (further) delivery or deliveries, or to terminate the Contract in whole or in part without judicial intervention, without POLDR being held liable for any damages therefor. In that case, POLDR is also entitled to reject future orders and cancel orders already placed and Contracts already concluded but not yet implemented or require full payment in advance for them. In case of cancellation of those orders and/or Contracts, POLDR does not have to observe the time periods mentioned in article 4.5.
- 6.5 If the Customer fails to fulfil its payment obligations on time, the Customer will, without further notice of default, owe statutory commercial interest (ex section 6:119a Dutch Civil Code) from that day on all amounts still outstanding on the last day of the payment period.
- 6.6 All reasonable and proportionate judicial and extrajudicial costs incurred by POLDR as a result of the Customer's failure to fulfil its payment obligations will be charged to the Customer.
- 6.7 The Customer is never entitled to set off any amount or suspend its payment obligation.

Article 7 **Retention of title**

- 7.1 Delivered Products remain the property of POLDR until the moment that the Customer has fully met all payment obligations under the Contract, including full payment of the purchase price, any surcharges due, interest, taxes, costs and compensation.
- 7.2 During the period referred to in paragraph 1 of this article, the Customer is prohibited from pledging, encumbering, alienating, leasing or granting any right to the Products to a third party, other than with POLDR's written consent or other than is customary having regard to the Customer's normal business activities. The Customer is also obliged to adequately insure the Products during this period.
- 7.3 If third parties assert rights over Products delivered by POLDR under retention of title or the Customer knows that third parties intend to assert rights over the Products, the Customer will notify POLDR thereof immediately in writing. The Customer is also required to notify the attaching party or third parties in writing that the Products are the property of POLDR and provide POLDR with a copy thereof.
- 7.4 If the Customer fails to fulfil its obligation as referred to in paragraph 1 of this article, POLDR is entitled to retrieve the Products from the place at which they are located or arrange for their retrieval. In such case, the Customer will provide its complete cooperation and irrevocably authorises POLDR to access all locations where the property of POLDR is located. All costs associated with the retrieval of products are for the Customer's account. POLDR is also entitled to recover any damage to the Products from the Customer or charge the Customer for any loss in value of the products.

Article 8 **Delivery and delivery times**

- 8.1 Any delivery dates specified by POLDR in the order confirmation are always approximate and thus do not qualify as strict deadlines.
- 8.2 If the Customer provides incorrect, insufficient or tardy instructions for the purpose of delivery or does not lend its cooperation for delivery of the Products or upon delivery does not accept said delivery or requests delivery after the delivery date previously specified by POLDR, the resultant additional costs, including transportation and storage costs, will be for the Customer's account.
- 8.3 POLDR endeavours to supply the Products in accordance with the product samples shown (either digital or showroom samples). Normal tolerances and minor variations in numbers, colour, material, model, sizes or other qualities may occur due to production/technical or cost/technical reasons and do not constitute a shortcoming on the part of POLDR.
- 8.4 With the exception of intent or deliberate recklessness on the part of POLDR, exceeding the delivery time, regardless of the cause, does not entitle the Customer:
- a. to compensation for direct or indirect damage;
 - b. to reimbursement of costs;
 - c. to terminate the Contract;
 - d. to not comply with any obligation under the Contract; and/or
 - e. with or without court authorisation or order, to perform or arrange for the performance of activities in implementation of the Contract.
- 8.5 Order fulfilment will take place by delivery to the address in the European Union specified by the Customer when placing the order or, if the Customer so opts, at the time of collection of the order at the address of POLDR.
- 8.6 At the Customer's request, POLDR may despatch the Products outside the European Union. Acceptance or rejection of such requests is at the sole discretion of POLDR. The Customer is responsible for compliance with all laws and regulations, including import and export documents, duties, charges and other costs associated with the purchase of the Products.

Article 9 **Inspection, complaint**

- 9.1 The Customer is obliged to check the condition of the packaging upon delivery and if the packaging has visible damage, the Customer is to open the packaging in the presence of the carrier and check the Products for damage. In all other cases, the Customer is obliged to examine, or arrange for the examination of, the delivered Products immediately (within 48 hours) after delivery. In doing so, the Customer must examine whether the quality and quantity correspond to what was agreed, or at least meet the requirements that apply in normal (commercial) dealings.
- 9.2 The Customer must take into account the usual tolerances and minor changes in the Products supplied by POLDR. Slight differences in quantities, colour, material, model, sizes or other characteristics do not entitle the Customer to complain.
- 9.3 Claims and complaints regarding defects in the Products that are externally visible upon delivery must be communicated to POLDR (info@poldrdesign.com) in writing within 72 hours of delivery of the Products accompanied by an accurate description of the complaint together with the relevant invoice number.
- 9.4 Any claim by the Customer against POLDR in relation to defects in the delivered Products will expire after the period mentioned in article 10.3.

- 9.5 Complaints made in time by the Customer do not suspend the payment obligation. Defects in quality or performance of an individual Product in a delivery comprising multiple Products do not constitute grounds for termination of the Contract in whole or in part.
- 9.6 In case of timely and correct claim, POLDR will, at its option and expense, arrange for:
- a. (free of charge) rectification of the defects; or
 - b. the supply of replacement Products, following return of the defective Products; or
 - c. refund of the purchase price received/credit of the invoice sent to the Customer with termination – without judicial intervention – of the concluded Contract.
- 9.7 Products may not be returned or exchanged without prior written consent from POLDR. POLDR may require the Customer to withdraw from the market Products that are defective or reasonably suspected to be defective within a reasonable time as determined by POLDR.

Article 10 Warranty

- 10.1 POLDR warrants that under normal use and in accordance with the installation or other instructions provided and with due observance of the product specifications, the Products will be free from defects in material or workmanship at the time of delivery to the Customer and for a period of 12 (twelve) months from the date of delivery and will conform in all essential respects to the product specifications. Minor variations of the Products in terms of dimensions, weight, quantities, colours or other minor variations do not qualify as a defects. Defects that are the consequence of improper use, negligence, carelessness, abuse or intentional damage and colour changes resulting from the use of water, perfumes or soap are, in POLDR's reasonable judgment, excluded from any warranty. This warranty is void if the alleged defect is found to have arisen as a result of misuse, neglect, improper installation or cleaning method, accident, improper storage, or repairs or interim modifications made in the absence of POLDR's prior explicit consent in writing, or use other than normal use with respect to the specific Product.
- 10.2 Without prejudice to article 11.1, in the case of a defective product within the meaning of article 11.1 within the warranty period of 12 months from the date of delivery, which defect is not the result of misuse, neglect, improper installation or cleaning method, accident, improper storage or repairs and modifications carried out without POLDR's prior written consent or from use other than normal use with respect to the specific Product and which was not discovered, or could not have been discovered, by the Customer within 48 hours from the date of delivery, the Customer is to notify POLDR immediately, but in any case no later than within 14 calendar days from the date on which the Customer becomes or ought to have become aware of such defect, by email to POLDR via info@poldrdesign.com. If, in POLDR's reasonable judgment, the complaint is justified, POLDR will, at its option, either credit the Customer with an appropriate percentage of the invoiced price of the Product or replace the defective Product.

Article 11 Liability, risk and indemnity

- 11.1 POLDR is not liable for damage, direct and/or indirect, suffered by the Customer as a result of defects and/or shortcomings in delivered Products, irrespective of whether the Products were supplied by POLDR itself or by a third party on behalf of POLDR, apart from defects and shortcomings that arose due to intent or deliberate recklessness on the part of POLDR.

- 11.2 In no event will POLDR be liable for indirect damages, including consequential damages, lost profit, incurred losses and costs, nor for missed orders and missed savings, damages due to production or business interruptions or stagnation.
- 11.3 POLDR is not liable for damages, of any nature whatsoever, incurred because POLDR proceeded from incorrect and/or incomplete data provided by Customer.
- 11.4 POLDR is not liable for any damages, of whatever nature, caused by failure to act in accordance with POLDR's recommendations on product and/or installation instructions or incorrect or inexperienced use by the Customer or by purchasers of the Products from the Customer.
- 11.5 POLDR is not liable vis-à-vis the Customer for any claims from third parties that suffer damage in connection with the performance of the Contract, the cause of which is attributable to parties other than POLDR.
- 11.6 In all cases where POLDR is required to pay compensation, this will never exceed, at POLDR's option, the total price of the Products giving rise to the damage, or if the damage is covered by POLDR's insurance, the amount actually paid by the insurer in this regard if relevant, or a maximum amount of €50,000.
- 11.7 The risk for the Products transfers to the Customer from the moment the Products are delivered to the Customer if POLDR provides the transportation. If the Customer itself is responsible for the transportation, the risk for the Products transfers to the Customer from the moment the Products are collected by the Customer. If the Customer installs the Products itself, the Customer is also responsible and liable for any defects or damage to the Products incurred during installation.
- 11.8 If POLDR is held liable by third parties for that reason, the Customer is obliged to assist POLDR both in and out of court and to promptly do everything that may be expected of it in that event. If the Customer fails to take adequate measures, POLDR is entitled to do so itself, without notice of default. All costs and damages on the part of POLDR and third parties that are incurred in such are entirely at the expense and risk of the Customer.

Article 12 Force Majeure

- 12.1 There is force majeure on the part of POLDR if POLDR is prevented from meeting its obligations under the Contract due to circumstances that arise which lie outside POLDR's fault or control. Force majeure includes, but is not limited to: natural disasters, epidemics, war, threat of war, civil war, international or national armed conflicts and preparations for such, riots, strikes, employee lockouts, restrictions on transportation options including traffic jams, loss of facilities by telecommunications and utility companies, fire, POLDR's subcontractors failing to meet their obligations in time or not at all, or other serious disruptions to POLDR's business.
- 12.2 As soon as a circumstance as referred to in paragraph 1 of this article occurs or threatens to occur, POLDR will inform the Customer about it as soon as possible, stating what consequences are expected from said circumstance vis-à-vis the performance of its obligations.
- 12.3 In the event of a situation of force majeure, POLDR is entitled to suspend performance of its obligations for the duration of such situation. If the period of force majeure lasts longer than 2 months, either Party is entitled to terminate the Contract without any obligation to pay compensation in that case.

- 12.4 If, when the period of force majeure occurs, POLDR has already partially met its obligations under the Contract, or can only partially meet its obligations, it is entitled to invoice separately the part already delivered or the part that is deliverable, and the Customer is obliged to pay this invoice.

Article 13 Intellectual property

- 13.1 Unless otherwise agreed in writing, POLDR retains all intellectual property rights to offers made, order confirmations, delivered Products, designs, images, drawings, samples, models, marketing and promotional materials, programming, software, calculations and the like, whether or not included in catalogues and irrespective of whether the Customer has been charged for their production. These data and items may not be copied, imitated, duplicated or reproduced without POLDR's prior explicit written consent.
- 13.2 Products purchased from or via POLDR may only be marketed under the brand and product names under which they are sold by or via POLDR.
- 13.3 The Customer is not permitted to remove or change any indication of copyright, trademarks, trade names or other intellectual property rights or labelling, tags and packaging from (or out of) the items mentioned in paragraph 1 of this article. It is also not permitted to make changes to POLDR's Products.
- 13.4 Customer may not itself use or register any intellectual property rights, including, but not limited to, trademarks, domain names, (names of) social media accounts, trade names or names given in the articles of association in which the name of POLDR appears, or any name similar to any trade name and/or product names and/or trademarks used by POLDR, or designs matching POLDR's Products, except insofar as prior written consent has been obtained from POLDR.
- 13.5 Customer will not cause damage to or bring into disrepute any POLDR trademarks and will comply with all instructions of POLDR regarding use of the trademarks and must remove or change any use of POLDR trademarks that does not comply with article 14, as determined by POLDR in its sole discretion.
- 13.6 The Customer will not develop, operate or register websites that use a domain name that contains the name 'POLDR', whether or not in capital letters, or any similar name that could confuse the public.
- 13.7 The Customer will immediately notify POLDR in writing of any legal steps invoked against Buyer with respect to POLDR's intellectual property rights.
- 13.8 Customer will immediately notify POLDR in writing of its knowledge of any potential infringement or unauthorised use of POLDR's intellectual property rights. In this notification, the Customer is to provide a description of the situation including full details of the party involved, insofar as available.
- 13.9 If the Customer infringes POLDR's intellectual property rights as referred to in article 13, POLDR is entitled to claim from the Customer an immediately due and payable and non-offsettable fine of €50,000 per infringement to be increased by €10,000 for each day that the infringement continues, without prejudice to POLDR's right to claim full damages.

Article 14 Confidentiality

- 14.1 The Buyer will not disclose or make public any confidential information of POLDR or

of its affiliated businesses to any third party. Confidential information is understood to be any financial, commercial, technical or other information that POLDR has designated as confidential or that should reasonably be understood to be confidential, including but not limited to: intellectual property rights or information about said rights, know-how, price lists, quotations, customers and business relations, suppliers, designs, drawings, samples and proposed business transactions.

Article 15 Applicable law and competent court

- 15.1 These General Terms and Conditions, as well as all Contracts concluded with POLDR by the Customer, are governed exclusively by Dutch law.
- 15.2 Any disputes arising from or as a result of the Contract(s) concluded with POLDR or legal relationships related therewith will be adjudicated exclusively by the competent court of the District Court of Arnhem.