

General Terms and Conditions

These general terms and conditions of delivery and sale of “De Bondt B.V.” dated July 1, 2024, have been filed with the Chamber of Commerce under number 04023846.

1. Applicability

1.1. These general terms and conditions of delivery and sale (hereinafter referred to as “General Terms and Conditions”) apply to all offers and quotations from, as well as agreements (including those concluded electronically) between, on the one hand, De Bondt B.V. (hereinafter referred to as “De Bondt”) as seller and/or supplier and, on the other hand, a counterparty being a legal entity or natural person acting in the course of their business or profession as buyer and/or customer (hereinafter referred to as “Customer”), related to the sale and delivery of products by De Bondt to the Customer. These General Terms and Conditions explicitly do not apply to offers and quotations made to or agreements with consumers.

1.2. Deviations from these General Terms and Conditions shall only be valid if and insofar as De Bondt has expressly agreed to them in writing with the Customer. In all other respects, these General Terms and Conditions remain fully in effect.

1.3. If the Customer has once entered into an agreement with De Bondt based on these General Terms and Conditions, or if the Customer is otherwise familiar or reasonably deemed to be familiar with these General Terms and Conditions, these General Terms and Conditions shall also apply to any subsequent offer/quotation made by De Bondt and/or any subsequent agreement entered into with De Bondt, even if these General Terms and Conditions or a declaration stating their applicability are not expressly referred to at the time of such offer/quotation or agreement.

1.4. De Bondt hereby explicitly rejects the applicability of any general terms and conditions invoked by the Customer.

1.5. If one or more provisions of these General Terms and Conditions are found to be invalid (null and void and/or voidable) in or out of court, such provision(s) shall be deemed to have a meaning as close as possible to its content and intent, so that it can still be invoked by De Bondt. The invalidity, voidability, or unenforceability of any provision of these General Terms and Conditions does not affect the validity of the remaining provisions.

2. Offers and Formation of Agreements

2.1. All offers and quotations from De Bondt are non-binding and may be revoked by De Bondt at any time, even if they contain a period for acceptance and that period has not yet expired.

2.2. Offers and quotations from De Bondt can only be accepted in writing. Nevertheless, De Bondt has the right to accept an acceptance made by the Customer in any other form as if it were made in writing.

2.3. Offers and quotations from De Bondt, whether made orally or in writing, shall automatically expire unless otherwise stated by De Bondt, if they are not accepted in writing by the Customer within 30 days after being sent to the Customer.

2.4. Consecutive deliveries or other performances do not constitute a continuing performance agreement under which De Bondt would be obliged to continue supplying unless explicitly agreed otherwise in writing between De Bondt and the Customer.

2.5. Offers and quotations from De Bondt are only valid while supplies last.

2.6. Corporate Social Responsibility (CSR) is a high priority for De Bondt. As a principle, De Bondt ensures that its products and operations have a positive impact on the environment, society, and the economy. We strive to minimize our ecological footprint and reduce negative environmental impacts by integrating eco-friendly methods throughout our value chain. We remain committed to our core values: service-oriented, sympathetic, reliable, professional, and innovative.

2.7. The Customer is responsible for the effects of its activities on the environment, society, and the economy. If, in De Bondt's opinion, the Customer's activities are incompatible with De Bondt's core values, the principles set out in Article 2.6, or anti-corruption, anti-money laundering, and/or sanction laws, De Bondt has the right to refuse an order request, suspend its obligations, impose special conditions on the formation or execution of the agreement, and/or terminate the agreement (without judicial intervention), without prejudice to other rights De Bondt may have under the law or these General Terms and Conditions.

2.8. De Bondt also holds the rights mentioned in Article 2.7 if the Customer's activities harm De Bondt's interests, such as damage to or detriment to the reputation of De Bondt, its brands, and/or its products.

2.9. Designs, images, photos, drawings, calculations, dimensions, capacities, weights, models, and other data provided by De Bondt, whether included in catalogs, brochures, advertisements, websites, etc., are prepared to the best of De Bondt's knowledge, with the utmost care and as accurately as possible. However, the Customer may not fully rely on their accuracy and/or completeness, and deviations in the products – except as provided in Article 10 of these General Terms and Conditions – do not constitute shortcomings on the part of De Bondt.

3. Prices and Invoicing

3.1. All prices quoted by De Bondt are exclusive of VAT, surcharges, and additional costs, including but not limited to transport, shipping, freight, packaging, and administrative costs.

3.2. All prices quoted by De Bondt are subject to printing and typographical errors.

3.3. The prices of De Bondt are indicative only. Additionally, the prices, as well as any additional costs and surcharges, are based on cost factors applicable at the time of the offer, quotation, or agreement. De Bondt reserves the right to adjust prices at any time.

3.4. Offers or quotations by De Bondt are one-time only, apply solely to the respective offer or quotation, and do not (automatically) apply to reorders, even in the case that, contrary to

Article 2.4 of these General Terms and Conditions, an agreement with the Customer is considered a continuing performance agreement.

3.5. A composite price quotation does not oblige De Bondt to deliver a part of the products included in the quotation or offer at a corresponding portion of the quoted price.

4. Delivery, Delivery Risks, and Transfer of Risk

4.1. Deliveries are made ex-works/store/warehouse of De Bondt ("Ex Works," as defined in the most recent edition of the Incoterms issued by the International Chamber of Commerce).

4.2. Parties may agree that De Bondt will ship products on behalf of and at the request of the Customer to an address specified by the Customer. The legal delivery of the product, in the case of shipment by De Bondt, shall nevertheless occur at the moment specified in the first paragraph of this article. Such shipments are made on the Customer's request, and the transportation risk lies solely with the Customer.

4.3. The Customer is obliged to accept the products at the moment De Bondt delivers or has them delivered, or when the products are made available to the Customer.

4.4. If the Customer refuses the offered products or if, due to circumstances attributable to the Customer, it is impossible to deliver or make the products available to the Customer, the Customer shall be in default. In this case, De Bondt has the right to terminate the agreement and claim all incurred damages, including but not limited to return freight and storage costs, from the Customer. Furthermore, in this case, the risk of damage or loss of the respective products shall entirely be borne by the Customer.

5. Delivery Period

5.1. Delivery periods provided by De Bondt commence only after De Bondt has received all information necessary for delivery from the Customer.

5.2. Stated and/or agreed delivery periods do not constitute fatal deadlines.

5.3. A delivery period refers to a timeframe within which the products could be delivered, as stated by De Bondt to the best of its knowledge, based on information and circumstances known to De Bondt at the time of stating the delivery period.

5.4. De Bondt may extend the delivery period by the time it reasonably requires to (re)deliver the products.

5.5. In the event of late delivery, the Customer may only terminate the agreement after a reasonable period, announced in advance by registered letter, has elapsed without delivery by De Bondt. A period shorter than thirty (30) working days is in any case not deemed reasonable. De Bondt is not liable for any damages incurred by the Customer as a result of late delivery.

5.6. Delivery periods shall be extended by the duration of any delay caused by force majeure (as specified in Article 14 of these General Terms and Conditions).

6. Partial Deliveries

6.1. De Bondt reserves the right, but is not obliged, to deliver orders in parts, with the payment terms described in Article 7 of these General Terms and Conditions also applying to each partial delivery.

6.2. For the purposes of these General Terms and Conditions, each partial delivery shall be regarded as an independent delivery.

7. Payment, Interest, and Costs

7.1. Unless otherwise agreed, De Bondt will only issue invoices in electronic format to the Customer, instead of paper invoices sent by post.

7.2. Payment by the Customer must be made at the time of ordering. If De Bondt and the Customer agree that the Customer may order on account, payment must be made within fourteen (14) days of the invoice date, using the method and currency specified by De Bondt.

7.3. Complaints about the invoice amount do not suspend the Customer's obligation to pay.

7.4. The Customer must submit complaints regarding the invoice amount in writing to De Bondt as soon as possible, but no later than fourteen (14) days after the invoice date, failing which the complaint will not be considered and the Customer will remain fully liable for the invoice amount.

7.5. De Bondt's full claim for payment from the Customer becomes immediately due and payable if:

- a) a payment term has expired;
- b) bankruptcy or suspension of payments is applied for or granted to the Customer;
- c) products and/or claims of the Customer are seized;
- d) the Customer is dissolved or liquidated;
- e) the Customer ceases its business;
- f) the Customer offers a settlement;
- g) the Customer otherwise proves to be insolvent;
- h) De Bondt has good reason to believe that the Customer will not be able to fulfill one or more of its obligations under the agreement.

7.6. The Customer is not entitled to deduct or offset any amount claimed by the Customer, whether or not due and payable, against a claim by De Bondt against the Customer.

8. (Fear of) Non-Performance of the Agreement

If the Customer fails to fulfill any of its obligations under the agreement, or if De Bondt fears that the Customer will fail to fulfill one or more such obligations, De Bondt shall have the right, at its own discretion and without being obliged to pay any compensation to the Customer, to:

- a) demand advance payment or adequate security for the payment of its financial obligations towards De Bondt, or immediate payment upon delivery, for obligations arising from all current and future agreements;
- b) suspend its own obligations, including but not limited to delivery (as well as the preparation and processing of products intended for delivery), without prejudice to the rights mentioned in (a);
- c) terminate, in whole or in part, the respective agreement and/or all other agreements with the Customer with immediate effect, without prejudice to the rights mentioned in (a) and (b).

All of this is without prejudice to De Bondt's right to claim full compensation for damages from the Customer.

9. Minimum Purchase

If, in De Bondt's sole discretion, the Customer does not purchase or has not purchased a sufficient quantity of products from De Bondt, De Bondt reserves the right to refuse an order placed by the Customer.

10. Conformity

10.1. The Customer has no right of withdrawal with respect to delivered products and is not entitled to exchange or return products.

10.2. The Customer must inspect the products as soon as possible after delivery and notify De Bondt in writing within three (3) working days of any visible defects, providing a sufficiently detailed description of the nature and scope of the alleged defect. Failure to do so will result in the loss of the Customer's rights in this regard. De Bondt accepts no liability for such defects reported after this period and is not obliged to repair or replace the delivered products. In such cases, the products are deemed to have been approved by the Customer.

10.3. The Customer has a general duty to investigate any defects other than those mentioned in Article 10.2 of these General Terms and Conditions. If the Customer believes, or should reasonably have known, that a product is defective, they must notify De Bondt in writing as soon as possible, but no later than eight (8) days after becoming aware of the defect, providing a sufficiently detailed description of the nature and scope of the defect. If the complaint is submitted in a timely manner, the Customer must allow De Bondt to inspect the product, failing which the complaint will not be considered and the products will be deemed to have been approved by the Customer.

10.4. Minor deviations in color, quality, size, packaging, etc., that are considered acceptable in trade or technically unavoidable, do not constitute a shortcoming on De Bondt's part and cannot serve as grounds for termination of the agreement. De Bondt is not obliged to supply a replacement product or rectify such deviations.

10.5. If De Bondt finds the complaint justified, the Customer shall allow De Bondt sufficient time to carry out the necessary repairs or, at De Bondt's discretion, replace the defective product. When replacing defective products, De Bondt may take into account the benefit the Customer has derived from the product and charge a reasonable fee accordingly.

10.6. Even timely complaints will not be considered, and products cannot be returned if it is found that the products have been altered, repaired, and/or used without De Bondt's consent, except with De Bondt's express written approval.

10.7. De Bondt does not reimburse costs for and does not accept returns of products from the Customer unless this has been expressly agreed upon in writing in advance and the return shipment complies with the conditions set by De Bondt.

10.8. If a complaint is not submitted in a timely or proper manner, the delivered products are deemed to conform to the agreement, and De Bondt is entitled to charge the Customer for any costs incurred in handling the complaint.

10.9. Submitting a complaint does not entitle the Customer to suspend payment and does not release them from their payment obligations towards De Bondt.

11. Liability and Indemnity

11.1. Except as required by mandatory law, all liability of De Bondt (including but not limited to all forms of direct or indirect damage such as, but not limited to, business interruption, consequential or downtime losses, lost revenue and profits, loss of customers, damage to reputation or goodwill, and damage arising from tort) is excluded, unless and to the extent that damage is caused by intent or gross negligence on the part of De Bondt.

11.2. Notwithstanding the provisions of these General Terms and Conditions, De Bondt is in no case liable for damage caused by improper use of the delivered products or their use for purposes other than those for which they are suitable.

11.3. De Bondt is not liable for any consequences of not having products in stock.

11.4. De Bondt's liability for any shortcomings regarding the products it delivers is limited to fulfilling the obligations described in Article 10 of these General Terms and Conditions.

11.5. If De Bondt is found liable for severe negligence, despite the provisions in Articles 11.1 through 11.4, and such negligence falls outside the coverage of De Bondt's liability insurance (policy number 639044901), De Bondt's liability shall be limited to the purchase price of the product that caused the damage.

11.6. Any claim against De Bondt expires and becomes time-barred one (1) year after the claim arises.

11.7. The provisions of Articles 11.1 through 11.6 of these General Terms and Conditions apply equally to employees of De Bondt.

11.8. The Customer indemnifies De Bondt against all third-party claims for damages that are a result of or related to the products delivered by De Bondt, insofar as this is not contrary to any mandatory legal provision.

12. Retention of Title

12.1. All products delivered and to be delivered under all agreements between De Bondt and the Customer (including products paid for by the Customer) remain the exclusive property of De Bondt until all claims De Bondt has or will have against the Customer under Article 3:92 of the Dutch Civil Code have been paid in full.

12.2. As long as ownership of the products has not passed to the Customer, the Customer may not alienate or encumber the products (including pledging, mortgaging, or granting any other right to or for the benefit of third parties). At De Bondt's request, the Customer is required to cooperate in establishing a pledge on claims the Customer obtains or will obtain from reselling the products delivered by De Bondt.

12.3. The Customer must store the products delivered under retention of title with due care and as recognizable property of De Bondt, separate from other products.

12.4. The products delivered under retention of title may only be resold or used by the Customer in the ordinary course of business.

12.5. De Bondt has the right to reclaim the products delivered under retention of title and still in the possession of the Customer if the Customer fails to meet their payment obligations, if the circumstances mentioned in Articles 7.4 and/or 8 of these General Terms and Conditions apply, or if the Customer otherwise faces or is likely to face financial difficulties. The Customer shall always grant De Bondt free access to their premises and/or buildings to inspect the products and/or exercise De Bondt's rights.

12.6. If third parties seize the products delivered under retention of title, or if they wish to establish or assert rights to them, the Customer must inform De Bondt as soon as reasonably possible.

12.7. The provisions of Articles 12.1 through 12.6 of these General Terms and Conditions do not affect any other rights of De Bondt.

13. Intellectual Property Rights

13.1. All intellectual property rights relating to the products offered and/or delivered by De Bondt, including but not limited to copyrights, design rights, trademark rights, goodwill, and know-how (hereinafter referred to as "IP Rights"), are and remain the exclusive property of De Bondt and/or its licensors at all times. The Customer must fully respect these IP Rights. The Customer is prohibited from reproducing, publishing, and/or exploiting designs and/or products protected by IP Rights without prior written consent from De Bondt. Nothing in an agreement and/or order can be interpreted as transferring any IP Rights to the Customer or third parties.

13.2. The Customer must comply with all guidelines and instructions provided by De Bondt regarding the use of De Bondt's trademarks and other IP Rights. The Customer may only use De Bondt's trademarks and those of its licensors as strictly necessary for the resale of the products delivered by De Bondt and must always respect the reasonable interests of De Bondt and its licensors.

13.3. Notwithstanding the provisions of Article 13.2, the Customer is prohibited from registering and/or using De Bondt's trademarks, trade names, product names, logos, or symbols (or confusingly similar ones) anywhere in the world as a trademark, design, trade name, domain name, or in any other form of (intellectual) property right.

13.4. Unless otherwise agreed in writing, De Bondt retains all IP Rights to information provided to the Customer, including but not limited to designs, sketches, images, photos, drawings, patterns, production materials, films, software, (prototype) models, software, and other materials or (electronic) files, regardless of whether the Customer has been charged for their creation. The Customer may only use this information internally and may not copy, use, reproduce, publish, and/or share it with third parties without prior written consent from De Bondt.

13.5. The Customer is prohibited from actively offering, selling, or otherwise trading De Bondt's branded products through the following online sales channels: amazon.com (<https://www.amazon.com/>) and walmart.com (<https://www.walmart.com/>). These channels are exclusively reserved for De Bondt as the brand owner or third parties authorized exclusively by De Bondt. The Customer is required to impose these restrictions on its buyers, excluding end-users. To clarify: these restrictions apply only to the specified channels; other Amazon platforms (e.g., amazon.nl, amazon.de, amazon.co.uk, amazon.fr) are not included.

13.6. The Customer is not permitted to make alterations to products, including packaging and labeling, without express written permission from De Bondt.

14. Force Majeure

14.1. Force majeure on the part of De Bondt includes, but is not limited to, situations where De Bondt is, after entering into the agreement, prevented (entirely or in part) from fulfilling its obligations under the agreement, or preparing to do so, due to war (or threat thereof), riots, storms, floods, fire, government measures (including but not limited to import/export restrictions), operational disruptions, transport hindrances, force majeure on the part of suppliers, disruptions in the supply of energy/water/internet, and other causes outside its fault or risk.

14.2. In the event of force majeure, De Bondt may, at its discretion, terminate the agreement in whole or in part, or suspend delivery until the force majeure situation ceases to exist, without the Customer being entitled to any compensation.

14.3. In the event of force majeure on the part of De Bondt, the Customer is only entitled to terminate the agreement, and only after sixty (60) working days have elapsed, for the part of the agreement that has not yet been performed. The Customer is not entitled to any compensation in such cases.

14.4. If De Bondt has already partially fulfilled its obligations under the agreement at the time of the force majeure or is able to do so, the part performed or to be performed shall have independent value. De Bondt is entitled to invoice the Customer separately for this part, and the Customer is obliged to pay it as if it were a separate agreement.

15. Confidentiality

15.1. Both parties are obligated to maintain the confidentiality of all confidential information they receive from each other or from other sources in the context of their agreement. Additionally, the Customer must maintain the confidentiality of all confidential information obtained during the offer/quotation phase. Information is considered confidential if a party has indicated it as such or if its nature is inherently confidential. Pricing and delivery terms provided by De Bondt are, in any case, confidential.

15.2. In the event of a breach or failure to comply with the obligations under Article 15.1 of these General Terms and Conditions, the Customer shall owe De Bondt an immediately payable penalty of €1,000.00 (one thousand euros) per violation per day that the violation continues. A part of a day is counted as a full day for the calculation of the penalty. Additionally, De Bondt reserves the right to claim full compensation for damages from the Customer.

15.3. If De Bondt is required by law or a court order to disclose confidential information to a third party designated by law or the competent court, and De Bondt cannot invoke a right of non-disclosure recognized or permitted by law or the court, De Bondt shall not be liable for damages or compensation. The Customer is not entitled to terminate the agreement as a result of any damages arising from this disclosure.

16. Notifications

16.1. Unless otherwise stipulated, all notifications from the Customer regarding the formation or performance of an agreement must be made in writing, including notifications sent by email.

16.2. Requests for compliance and notices of default by the Customer must be made by registered letter, clearly stating what the Customer expects from De Bondt and within what timeframe. This also applies to setting any other deadline and invoking the termination of the agreement. A notice of termination must explicitly state the grounds for termination.

17. Disputes

17.1. Dutch law exclusively governs all offers and quotations by De Bondt, the formation and performance of agreements between the Customer and De Bondt, and their execution. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is explicitly excluded.

17.2. Any dispute between De Bondt and the Customer shall be resolved:

- i) if the Customer is based in a European Union member state: exclusively by the District Court of Noord-Nederland, location Assen;
- ii) if the Customer is based outside the European Union: in accordance with the Arbitration Rules of the Netherlands Arbitration Institute (N.A.I.). The arbitration venue shall be Amsterdam.

17.3. These General Terms and Conditions are available in multiple languages; in the event of discrepancies between the Dutch version and versions in other languages, the Dutch text shall prevail.