

**GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF THE ADVION GROUP****ARTICLE 1 APPLICABILITY OF THE TERMS AND CONDITIONS**

1. These terms and conditions apply to all offers, quotes, instructions, purchase/sale agreements, contracts for services and other legal relationships, including negotiations regarding such agreements with Advion B.V. (CoC 28080998) and Advion Online B.V. (CoC 55518532), hereinafter referred to, both jointly and individually, as 'Advion', insofar as not stated otherwise in the quote or agreement. These terms and conditions can be cited as 'Advion Terms and Conditions'. 'Customer' refers to Advion's (contractual) counterparty.
2. Additions or deviations from these Advion Terms and Conditions must be agreed on in writing. These additions and deviations only apply to the agreement under which they were made.
3. The customer cannot transfer the rights and obligations arising from agreements between Advion and the customer to third parties, unless with Advion's written approval.
4. The provisions of Article 1, Title 7 of Book 7 of the Dutch Civil Code (assignment), with the exception of Articles 7:406 and 7:412 of the Dutch Civil Code, do not apply to the legal relationships with Advion, unless expressly stated otherwise in the agreement or in these terms and conditions.
5. The applicability of additional or deviating terms or conditions used or referred to by the customer or any other terms and conditions customary in the industry is expressly rejected.
6. In the event of inconsistencies between the Dutch wording of these terms and conditions and the translations thereof, the Dutch wording prevails at all times.
7. If Advion and the customer have entered into a separate agreement to which these Advion Terms and Conditions apply, the provisions of the agreement will prevail in the event of any conflict.
8. If any provision of these Advion Terms and Conditions is void, voidable or unenforceable, the remaining provisions will remain in full force, and Advion and the customer will consult to agree on new provisions to replace the void or voided provisions, taking the objective and purport of the void or voided provisions into account to the greatest possible extent.
9. Advion can change the Advion Terms and Conditions, to which the customer agrees in advance. The changed general terms and conditions come into effect at the time of publication on the website and are brought to the attention of the customer when an online order is placed. After changes to the Advion Terms and Conditions, the old terms and conditions will expire. If the customer completes his order or continues to use Advion's services, the customer irrevocably accepts the changed and/or supplemented Advion Terms and Conditions. If the customer does not agree to the changed and/or supplemented Advion Terms and Conditions, the customer can cancel his order and/or close his account.

**ARTICLE 2 OFFERS AND FORMATION OF AGREEMENTS**

1. All offers are without obligation, non-binding and based on the execution of the agreement under normal (working) conditions, during normal working hours and according to the information provided by the customer with the instruction, unless expressly stated otherwise.
2. All offers are valid for 14 days, unless otherwise agreed on in writing and unless they concern promotional products. The specifically indicated period of validity applies to promotional products. Nevertheless, Advion can revoke an offer that contains a term for acceptance, even after receipt of the order or instruction, provided that this is done within three days.
3. An offer from Advion contains such information that it is clear to the customer what his rights and obligations are in connection with accepting the proposal. In deviation from the provisions of Article 6:227b paragraph 1 of the Dutch Civil Code, this concerns:
  - Price including taxes, unless agreed otherwise;
  - Any delivery costs;
  - The method of payment, delivery and execution of the agreement;
  - The manner in which the agreement is concluded and what actions are required for this;
  - The term for accepting the offer and/or the term during which the price remains valid.
4. Sending offers and/or brochures, price lists, etc. does not oblige Advion to deliver or accept an order.
5. The agreement is concluded by an offer or quote from Advion and its acceptance by the customer, or because Advion has confirmed an order or instruction from the customer in writing (including electronically) or has started performing the instruction or order. The content of the agreement is determined by Advion's quote and/or confirmation of instruction and these Advion Terms and Conditions. The Advion Terms and Conditions are made available to the customer in writing or electronically. The customer must accept the Advion Terms and Conditions online when creating an account. The Advion Terms and Conditions will be sent free of charge at the customer's request.
6. The invoice for work for which no quote or confirmation of instruction is submitted due to its nature and scope will also be regarded as confirmation of instruction, which in its turn is expected to reflect the agreement correctly and in full.
7. If an agreement between Advion and the customer is concluded electronically, Advion is not obliged to confirm receipt of the customer's statements and the customer is not entitled to dissolve the agreement on the basis of the absence of such confirmation of receipt.
8. If the agreement is concluded digitally, Advion will take appropriate technical and organisational measures to secure the digital transfer of data and ensures a safe web environment. If the customer wishes to pay electronically, the customer must have the appropriate security measures in place.
9. Advion is at all times entitled to terminate negotiations with the customer and/or to reject all or part of an electronic or written order placed by the customer within 24 hours of receipt thereof, without giving reasons and without being obliged to pay any compensation. Furthermore, if Advion believes it has grounds to do so, without giving reasons and without liability for damages, it is at all times entitled to (temporarily) limit the customer's account, suspend it, deactivate it, block

or remove it, terminate the service and refuse to provide services.

10. All (price) quotations, advertisements, images and other indications and descriptions of the goods have been made with care, but Advion does not guarantee that no deviations can occur, for instance, with regard to quantity, number, size, weight, colour, composition, shape and/or dimensions. Advion accepts no liability for the accuracy, completeness and up-to-date-ness of the information on its website, nor for the data, offers and other information relating to partners/suppliers. The customer cannot derive any rights from such statements. Advion can fully utilise acceptable margins according to common opinion. If the customer demonstrates that the delivered goods deviate from Advion's specifications to such an extent that the customer can no longer reasonably be obliged to purchase them, the customer has the right to demand delivery of what is missing or to dissolve the agreement, insofar as this is justified by the deviation.
11. Advion is not obliged to check the accuracy of instructions, orders and/or communications (verbal, by telephone and in writing) from the customer. Advion cannot be held responsible for a shortcoming if it is the result of incorrect (including incorrect quantities) or incomplete information provided by the customer. The customer is liable for damage and costs resulting from the fact that the information provided by the customer to Advion is incorrect. The customer is responsible for maintaining the confidentiality and for the use of his login details for placing online orders. The customer is not permitted to disclose his login details to third parties. The customer is liable for all use made via his login details. Advion may assume that the customer is indeed the one who logs in with his login details.
12. The customer is obliged to provide Advion with all information that is reasonably necessary to determine his identity ("know your customer"), and to determine the purpose of the instruction or agreement with Advion and the (final) destination of the goods to be delivered by Advion, etc. enabling Advion to comply with the laws and regulations applicable to it. The customer guarantees Advion that the information he provides when creating his account is complete, current and correct.
13. Advion processes the customer's personal data required to comply with applicable laws and regulations (including VAT) and to draw up and execute the agreement, all in accordance with the General Data Protection Regulation and Advion's privacy statement (the most recent version is available on the Advion website). This data is not retained longer than necessary. Advion does not disclose personal data to third parties unless it is obliged to do so by law. The customer can request access to his/her personal data processed by Advion, as well as changes or the deletion thereof. Advion has taken technical and organisational measures to prevent a breach of personal data.
14. The customer understands and acknowledges that allowing Advion cookies is required to place (online) orders, among other things. Advion has no control over the customer's acceptance of these cookies and the customer is fully responsible and liable for the correct acceptance of these cookies. The customer also acknowledges that the Advion website may contain advertisement(s). Advion uses a cookie policy, the most recent version of which is available on its website, website <https://www.advion.nl/cookies>
15. For the work within the framework of the execution of the agreement, Advion is entitled to engage third parties and to (partially) outsource the work.

#### ARTICLE 4 CHANGES TO THE AGREEMENT

1. Instructions from and acceptances by the customer are considered irrevocable. The customer is only authorised to cancel or change an order or instruction with the permission of Advion and insofar as this can reasonably be required of Advion. Instructions/orders for service items that are ordered specifically for the customer cannot be cancelled or changed. If changes and/or additions required by the customer entail additional costs for Advion, Advion is entitled to charge the customer for them in full. If the agreed delivery time is exceeded as a result of instructed changes, this transgression will be at the risk of the customer. Cancellation is not possible if the order concerns goods specially adapted, composed or loaded for the customer or services/work performed specifically at the customer's request.
2. The customer must notify Advion in a timely fashion and in writing of any changes to the execution of the instruction, required by the customer after that instruction has been given.
3. Changes or additional agreements, other than adjustments within the meaning of Article 1.6 of these Advion Terms and Conditions, are only deemed to have been implemented or approved if Advion has confirmed this in writing to the customer.

#### ARTICLE 5 PRICES

1. All prices quoted by Advion are in Euro, ex warehouse and exclusive of VAT and other costs associated with the agreement, such as levies, excise duties and other taxes, unless expressly stated otherwise.
2. In the event of a change to one of the price-determining factors after the offer has been made, and/or if Advion's suppliers increase their prices, Advion is entitled to adjust the prices accordingly, even if the agreement has by then been concluded.
3. Special offer prices are always under reservation and subject to change until the moment the customer has completed an order, and with due observance of the provisions of paragraphs 1 and 2.

#### ARTICLE 6 PAYMENT CONDITIONS

1. Unless agreed otherwise, payment must be made net in cash upon delivery, after completion of the work, or on the basis of an invoice.
2. The customer will pay the amounts it owes Advion under the agreement within 14 days of receiving the invoice.
3. The customer is not entitled to suspension, set-off or discount.
4. If the payment term is exceeded, all invoices are immediately due and payable and the customer is in default immediately, without further notice of default. In that case, Advion, without prejudice to its other rights, is entitled to charge interest for late payment of 2% per month of the total invoice amount, starting on the day following the day on which payment should have been made. When calculating the interest, a part of the month is regarded as a full month.
5. In the event of late payment, any exchange rate difference that is detrimental to Advion will be borne by the customer. Reference dates are the invoice due date and the date on which payment is made.

6. Advion is entitled to postpone new deliveries until the customer has fulfilled all his outstanding payment obligations.
7. All extrajudicial and judicial costs incurred by Advion (including winding-up petition) within the framework of a dispute with the customer, both as a claimant and defendant, will be borne by the customer. The extrajudicial collection costs are set at 15% of the outstanding amount with a minimum of EUR 250 per case. The judicial collection costs are set at the amount effectively paid by Advion in connection with the proceedings, even insofar as this exceeds the assessed legal costs.
8. Incoming payments serve to settle the oldest outstanding items - including interest and costs - even if the customer declares otherwise in this regard.
9. Advion is entitled to set-off, even if the legal requirements for set-off have not been met, including but not limited to setting off everything the customer owes Advion, regardless of whether this is already due and payable, against amounts Advion owes the customer, regardless of whether they are already due and payable and regardless from which legal relationship.

#### ARTICLE 7 DELIVERY

1. The delivery date is determined by mutual agreement between the customer and Advion. The indicated delivery date is always by approximation and is not a final deadline, unless explicitly agreed otherwise in writing.
2. Advion will state the delivery date as accurately as possible. Advion will make every effort to perform within this specified time. The customer is not entitled to any compensation in any form whatsoever if the specified delivery date is exceeded, unless this has been explicitly agreed on or if the transgression is the direct and immediate result of intent or deliberate recklessness on the part of Advion.
3. If it has been agreed that delivery will take place within a certain period at the customer's request, delivery will take place at a time to be determined by Advion.
4. If no delivery date has been agreed on, a delivery date of five working days applies.
5. The stated or agreed delivery date will in any case, but not exclusively, be automatically extended by the period(s) during which:
  - there is a delay in the supply and/or shipment and/or any other circumstance that temporarily prevents delivery, regardless of whether this can be attributed to Advion or was foreseeable;
  - the customer fails to fulfil one or more obligations towards Advion or if to Advion's sole opinion, there is well-founded fear that the customer will fail to fulfil one or more obligations towards Advion;
  - the customer does not enable Advion to execute the agreement, including if the customer fails to communicate the place of delivery or fails to provide the data, goods or facilities required for the execution of the agreement.
6. Unless explicitly agreed otherwise, Advion is responsible for and bears the risk of the transport of purchased goods, with its own means of transport or through third parties, on the understanding that the goods are then transported by or on behalf of Advion to the place that can be accessed by the means of transport and that is closest to the main entrance/loading/unloading location of the customer's specified address.
7. If Advion is responsible for the transport, delivery is deemed to take place in accordance with the agreed Incoterm and failing that, immediately before unloading and at the location of unloading at the customer.
8. If the customer is responsible for the transport, delivery is deemed to have taken place when Advion notifies the customer that the goods are ready for collection at the location where they are located at that moment according to Advion, where they will be continue to be kept by Advion at the expense and risk of the customer. If the customer refuses to take delivery of the goods within a period specified by Advion, Advion is entitled to dissolve the agreement in whole or in part and to dispose of the goods in a manner of its choosing, without being obliged to pay compensation. The goods are loaded and transported at the expense and risk of the consumer.
9. Transport insurance will only be taken out by Advion at the explicit request of the customer and all associated costs will be borne by the customer.
10. Advion is authorised to deliver in full or in parts, regardless of whether the delivery obligation has been established under one or more agreements.
11. Advion is authorised to deliver goods ordered by the customer in combination, without the need for sorting by Advion.

#### ARTICLE 8 RESELLING AND INTELLECTUAL PROPERTY

1. If the customer resells branded goods delivered to him by Advion to third parties, whether or not they are consumers, he will only do so in the manufacturer's or importer's original, unaltered and unopened packaging. The customer guarantees Advion that his customers, insofar as they resell the goods in question, will comply with the prohibitions and obligations stated in this article as their own prohibitions or obligations and that he undertakes to impose these prohibitions and obligations on his customers by means of a perpetual clause.
2. All intellectual and industrial property rights to the goods made available to Advion under the agreement and to associated materials are exclusively vested in Advion or its suppliers. The customer is not entitled to reproduce, remove, change or add any indication regarding or reference to intellectual property rights, including but not limited to copyrights, figurative marks, brands or trade names of, from or relating to the products and/or services of Advion.
3. Advertising statements from the customer with regard to goods it has received from Advion are only permitted if and insofar as they are made under specification of normal conditions/the normal price level.

#### ARTICLE 9 LIABILITY

1. The risk of loss, theft or damage to the goods that are the subject of the agreement is transferred to the customer at the time when delivery has taken place in accordance with Article 7 of these Advion Terms and Conditions.
2. Except for Advion's liability under mandatory statutory provisions, Advion is not liable for claims, costs, damage, fines and interest that (may) arise as a direct or indirect result of:
  - a. a non-attributable failure in the performance by Advion, as described in article 10 of the Advion Terms and Conditions;

- b. intent or (deliberate) recklessness of subordinates or others whom Advion has engaged within the framework of the execution of the agreement and for whom it could be liable under the law;
  - c. acts or omissions by the customer, his subordinates, or other person deployed by or on behalf of him;
  - d. errors and/or defects in the data provided by the customer;
  - e. delay or damage to goods delivered to Advion during transport not arranged by Advion;
  - f. incorrect and/or improper processing and/or use of goods delivered by Advion, or use for a purpose other than that for which the goods are normally intended.
- 3. Advion does not issue any warranties on the goods it supplies other than the supplier warranty. Advion does not issue any further or different warranty than the supplier in question. Advion's liability therefore never extends beyond that of its suppliers. Conditions that limit, exclude or establish liability, which conditions can be invoked against Advion in connection with the goods delivered or services provided by suppliers or subcontractors of Advion, can also be invoked by Advion against the customer.
  - 4. Insofar as permitted by law, Advion explicitly excludes liability for non-conformity. Compliance with the obligations arising from complaints as described in Article 11 serves as sole and complete compensation. Any other liability, regardless of the basis therefore, and any claim for compensation, including those relating to trading loss (downtime damage, loss of income, loss suffered, lost profit, lost savings, reduced goodwill), personal accidents, and other indirect or immaterial damage of any nature whatsoever, as well as damage resulting from liability towards third parties, including customers of the customer, is explicitly excluded, unless in the event of intent or deliberate recklessness on the part of Advion or its direct managers.
  - 5. Advion guarantees that any work carried out will be carried out properly and to the best of its ability, as is customary in the industry and in accordance with the standards and expertise available at that time (best-efforts obligation). If and insofar as Advion is responsible for loading and/or transporting the goods at the customer's request, this will be done on behalf of the customer and entirely at the customer's expense and risk. Advion accepts no liability in this regard.
  - 6. Advion cannot guarantee that (all parts of) its website, including the ordering feature, are accessible at all times and without interruptions or disruptions. Advion is in no way liable or liable for damages towards the customer for any damage arising or resulting from the (temporary) unavailability or (interim) failure of the website and/or ordering feature.
  - 7. Advion never guarantees the absence of errors resulting from compliance with any mandatory statutory provisions regarding the nature or properties of raw materials and/or materials used in the delivered goods.
  - 8. Advion is never liable towards the customer with regard to the EAN symbol referred to in the regulations of the International Article Numbering Association.
  - 9. If Advion is liable towards the customer for any damage, costs, etc., Advion's liability is at all times limited to the amount paid out by its liability insurance, or if no payment is made regardless of the reason, a maximum of twice the invoice value of the goods concerned, except in the event of intent or deliberate recklessness on the part of Advion or its senior management.
  - 10. If Advion is involved in an attachment, dispute or proceedings between the customer and a third party, the customer is obliged to fully reimburse Advion for the costs arising from this immediately on request.
  - 11. The customer will indemnify and hold Advion harmless against all third-party claims or rights related to the delivery of the goods or the provision of services insofar as those claims are more or different than those that accrue to the customer against Advion.
  - 12. Any right to compensation will in any case lapse if the customer fails to take measures to limit the damage immediately after it has occurred and to prevent (other or additional) damage from occurring.
  - 13. All claims based on the statement that the goods or services provided do not comply with the provisions of the agreement expire one year after the moment of delivery as referred to in Article 7.

#### ARTICLE 10 FORCE MAJEURE

- 1. Advion is not obliged to fulfil any obligation if it is unable to do so as a result of force majeure. Force majeure within the meaning of these Advion Terms and Conditions means any circumstance beyond Advion's will and control, whether or not foreseeable at the time of entering into the agreement, as a result of which compliance cannot reasonably be expected from Advion, such as import and export restrictions, government measures, lack of raw materials, factory or transport disruptions, strikes, exclusion or lack of personnel, quarantine, trade bans, war and/or imminent war, terrorist actions and/or (imminent) attacks, epidemics, cold weather-related downtime, shortcomings of suppliers or third parties engaged by Advion for the execution of the agreement, power supply disruptions, disruptions in infrastructure or telecommunication facilities (including Internet connection), extreme weather conditions, fire or floods.
- 2. If, in the opinion of Advion, the cause for non-attributable failure will be temporary, it is entitled to suspend the execution of the agreement until the circumstance causing the failure to fulfil has ceased to exist.
- 3. If the situation of force majeure continues for more than 90 days, both parties will be entitled to dissolve the agreement in whole or in part in writing.
- 4. Advion also has the right to invoke force majeure if the circumstance that causes the failure to perform occurs after the performance should have been delivered by Advion.

#### ARTICLE 11 COMPLAINTS

- 1. Complaints, which is understood to mean all complaints regarding delivered goods such as quantities, materials, delivery and invoices, will only be processed by Advion in accordance with the provisions of this Article 11. Upon delivery, the customer must check the goods for any visible defects. The customer must report complaints regarding the invoice amount and visible imperfections in writing to Advion within two working days of receipt or delivery, giving an accurate description of the complaints. For all other complaints, a period of 21 days applies after the defects have become known or could have been known. The goods in question must be made available to Advion immediately on request for



investigation, in the condition they were in at the time of the complaint.

2. Complaints cannot be made if it concerns goods whose packaging, or if applicable the bulk packaging (for instance, per 6 pieces), has been opened, the seal has been broken or if items are missing (incomplete packaging).
3. The complaint does not entitle the customer to dissolve the agreement. If the customer complains in accordance with the provisions of this article and Advion deems his complaint well-founded, Advion will, at its discretion, replace the relevant goods free of charge (after which the replaced goods become its property) or grant a price reduction.
4. After the expiry of the term referred to in this paragraph, the customer is deemed to have approved the goods delivered. Complaints do not suspend the customer's obligations arising from any agreement concluded with the customer, including payment obligations.

#### ARTICLE 12 SUSPENSION, DISSOLUTION

1. Advion is entitled to suspend further execution of the agreement or to dissolve all or part of the agreement with immediate effect without judicial intervention, without prejudice to its other rights (to performance and/or compensation) if:
  - a. the customer has been granted a temporary or permanent postponement of payment, the customer assigns assets or offers a private settlement, or the customer has been declared bankrupt or has filed for bankruptcy;
  - b. part or all of the customer's property is attached;
  - c. the customer's business is shut down or liquidated;
  - d. the customer does not properly or timely fulfil an obligation arising from the agreement;
  - e. the customer is in arrears with payment after being reminded to do so;
  - f. the customer has committed abuse and/or fraud with his account at Advion.
2. If the circumstances specified in paragraph 1 occur, everything Advion can claim from the customer will at all times become due and payable with immediate effect.
3. If at the time of dissolution as referred to in Article 12.1, the customer has already received performances in execution the agreement, the corresponding payment obligation cannot be revoked.
4. All judicial and extrajudicial costs incurred by Advion, including costs for legal assistance and legal advice, will be borne by the customer if the circumstances specified in paragraph 1 arise.

#### ARTICLE 13 RETENTION OF TITLE

1. Delivery takes place under retention of title. Ownership of all goods sold and delivered by Advion remains vested in Advion until the customer has settled all claims for payment of all goods delivered and to be delivered by Advion to the customer and/or within the framework of work performed, as well as all claims due to the customer's shortcomings in the fulfilment of these agreements.
2. The customer must handle the delivered goods with care and take out adequate insurance against all business and other risks.
3. The customer is entitled, if and to the extent necessary within the framework of its normal business operations, to dispose of the goods subject to retention of title, but is explicitly not entitled (under obligation and property law) to establish a restriction or limited right on the goods, including a right of pledge. If the customer exercises his right, he is obliged to deliver the goods subject to retention of title to third parties but only subject to Advion's ownership rights. He is also obliged, immediately on request, to grant Advion an undisclosed first-ranking right of pledge on the claims the customer has or will have against these third parties and to declare in the deed of pledge that he is authorised to pledge and that the claims to be pledged are not encumbered with limited rights. If the customer refuses to do so, this provision will serve as an irrevocable power of attorney for Advion to establish this right of pledge.
4. The property-law consequences of retention of title with regard to the goods are governed by Dutch law, or at Advion's discretion, by the law of the country of destination of the goods, on the understanding that (i) the law of that country with regard to retention of title offers Advion better protection than Dutch law and (ii) the goods have indeed been imported into the country of destination.
5. If the customer fails to fulfil any obligation towards Advion, and if Advion has good reason to fear the customer will not comply, Advion is entitled, without prior notice of default and judicial intervention, to repossess the delivered goods that have remained its property in accordance with this Article 13. Such repossession constitutes dissolution of the agreement(s) concluded with the customer. The customer irrevocably authorises Advion and its representatives to remove the relevant items from where they are located and to enter these places and it will demand this right from the customer's customers on behalf of Advion and its representatives. The customer will fully cooperate when asked. All costs associated with repossessing the goods are borne by the customer.
6. In the event of attachment of goods owned by Advion or in the event of an application for bankruptcy, (provisional) suspension of payments, declaration of applicability of the WSNP by or from the customer, the customer is obliged to immediately notify Advion of this and in the event of attachment to notify the attaching party that the customer has received the goods subject to retention of title.
7. All packaging and transport materials not intended for single use, such as pallets, pallet boxes and containers, that reach the customer remain the property of Advion and must be made available to Advion by the customer immediately on request. As soon as the customer fails to do so, he is obliged, without prejudice to Advion's rights from the above, to reimburse Advion for the replacement value of the relevant goods.

#### ARTICLE 14 DISPUTES

1. Dutch law applies to the Advion Terms and Conditions, all offers, instructions, agreements and their implementation, with the exception of the provisions of Title 1 of Book 7 of the Dutch Civil Code and the Vienna Sales Convention.
2. All disputes that arise as a result of the agreement concluded between the customer and Advion or further agreements that may be the result thereof or that arise from these Advion Terms and Conditions and which cannot be resolved amicably, will be submitted to the competent court of the Amsterdam court.