

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

of Wendt Agenturen B.V., a private limited company that has its seat in Lisse, the Netherlands, and is registered with the Chamber of Commerce under number 28065585. These general terms and conditions of sale and delivery were filed with the Rijnland Chamber of Commerce under number 280655850000 on 15 August 2005, came into effect on 1 August 2005 and were last amended on 29 November 2021.

1. GENERAL: DEFINITIONS

For the purpose of these general terms and conditions, the following terms are defined as follows:

- 1.1 Offer: an offer to enter into a Contract made without obligation to the Customer by an authorised member of Wendt Agenturen's staff;
- 1.2 General Terms and Conditions: the present general terms and conditions of sale and delivery adopted by Wendt Agenturen.
- 1.3 Order: any order placed by the Customer, in whatever form;
- 1.4 Contract: any arrangements made or to be made in the future between Wendt Agenturen and the Customer about the supply of services and/or products, as well as any amendments or additions thereto, and all actions and legal transactions that need to be performed for the formation of the Contract.
- 1.5 Parties: the Customer and Wendt Agenturen jointly.
- 1.6 Products: all articles and services supplied by Wendt Agenturen, as well as items that are intended to be used in producing finished Products.
- 1.7 Customer: any natural person or legal entity, as well as his, her or its representatives, authorised agents, successors in title and heirs, who has or have entered into a Contract with Wendt Agenturen or who wishes or wish to enter into a Contract with Wendt Agenturen and who has or have made a proposal to this end to Wendt Agenturen, or to whom Wendt Agenturen has made an Offer or provided a quotation.
- 1.8 Wendt Agenturen: Wendt Agenturen B.V., a private limited company incorporated under Dutch law, including:
 - A: independent agents, i.e. separate legal entities all trading under the name of Wendt Agenturen.
 - B: sales staff (sales representatives) employed by Wendt Agenturen.

2. APPLICABILITY

- 2.1 These General Terms and Conditions apply to all Offers made by Wendt Agenturen, to all instances in which Wendt Agenturen accepts a proposal made to it, and to the formation of any Contracts between the Customer and Wendt Agenturen, as well as to their contents and performance.
- 2.2 The Customer hereby agrees that these General Terms and Conditions apply to future Contracts and legal transactions between the Customer and Wendt Agenturen. The Customer accepts that it will not then need to be provided with another copy of these General Terms and Conditions.

- 2.3 Any general terms and conditions applied by the Customer are hereby expressly excluded. If the general terms and conditions used by both Wendt Agenturen and the Customer apply concurrently, Wendt Agenturen's General Terms and Conditions will prevail in the event of a conflict between them.
- 2.4 In the event that one or more provisions of these General Terms and Conditions are either deemed to be or are declared null and void, the remaining provisions will remain in full force.
- 2.5 Wendt Agenturen reserves the right to amend these General Terms and Conditions unilaterally at any time. The amended version takes effect as soon as Wendt Agenturen has emailed a copy of the amended version to the Customer at the email address known to Wendt Agenturen. In any situations in which more than one version of the General Terms and Conditions might be deemed to apply to any Offers, quotations and Contracts that are subsequently drawn up, the latest version of the General Terms and Conditions applies.
- 2.6 Where any matters are not covered by these General Terms and Conditions, the contents of the Contract are determined by the contents of the Offer, its acceptance by the Customer or by Wendt Agenturen, provided that the contents of these General Terms and Conditions and the Offer are not at variance with each other.
- 2.7 The headings used in these General Terms and Conditions are intended solely to clarify their contents and do not affect the meaning or interpretation of any of their provisions.
- 2.8 Barring unambiguous evidence to the contrary, these General Terms and Conditions apply equally to the provision of services and to the supply of Products.
- 2.9 In the event of a Contract between the Parties being terminated, regardless of the reasons for doing so, any provisions of these General Terms and Conditions whose nature requires them to remain in force, including but not limited to the provisions on termination, cancellation, debts owed to Wendt Agenturen, disputes with Wendt Agenturen and the general provisions, will remain in force after the date on which the Contract is terminated.
- 3. OFFERS AND DESIGNS**
- 3.1 Unless explicitly agreed otherwise in writing, all Offers made and quotations provided by Wendt Agenturen, regardless of the form in which they are drawn up, are made without obligation and are not binding on Wendt Agenturen.
- 3.2 Wendt Agenturen bases its Offer or quotation on the information provided by the Customer, which Wendt Agenturen assumes to be accurate. The Customer is liable for any loss or damage caused by the inaccuracy or incompleteness of this information.
- 3.3 Wendt Agenturen may not be compelled to honour an Offer or quotation if the Offer or quotation in question contains an apparent typing or printing error that the Customer may reasonably be expected to recognise as such.
- 3.4 All images, drawings, price lists, catalogues, as well as estimates of dimensions and weights and all other information enclosed with an Offer, are as accurate as possible and are understood to have been provided as no more than estimates without there being any obligation for the services and/or Products to be supplied by Wendt Agenturen to comply exactly with them. If the Customer proves that the Products supplied differ to such an extent from the estimates provided by Wendt Agenturen that the Customer can no longer reasonably be obliged to accept the Products, the

Customer is entitled to terminate the Contract, but only if termination is necessary within reason.

- 3.5 All prices quoted by Wendt Agenturen or agreed or applied between Wendt Agenturen and the Customer exclude VAT, insurance, import duties, government levies, and any other duties and government taxes.
- 3.6 Wendt Agenturen is entitled to add a surcharge to any agreed prices if work has to be performed outside of the normal working hours on working days, or on Saturdays, Sundays or public holidays.
- 3.7 If the Offer or quotation is not accepted, Wendt Agenturen is entitled to charge the Customer for all costs reasonably incurred in preparing the Offer or quotation, provided that this was stipulated by Wendt Agenturen in making the Offer or quotation.

4. CONTRACT

- 4.1 Subject to the provisions set out below, a Contract with Wendt Agenturen is deemed to be formed only once Wendt Agenturen has confirmed an Order from the Customer in writing, or once Wendt Agenturen performs an activity that follows from the Order and the Customer does not dispute this immediately, i.e. on the same day.
- 4.2 The confirmation of an Order is deemed to constitute a full and accurate representation of the Contract. The Contract is deemed to be formed on the date of the Order confirmation. If Wendt Agenturen performs any activity at the Customer's request prior to the formation of the Contract, the Customer will pay Wendt Agenturen for the activity in question in accordance with the Wendt Agenturen's current rates.
- 4.3 Wendt Agenturen reserves the right to refuse to carry out any Orders placed by the Customer other than in acceptance of an Offer made by Wendt Agenturen, without stating any reasons.
- 4.4 Where work is performed for which, due to its nature or scope, no Order confirmation is produced, the invoice will be regarded as constituting an Order confirmation.
- 4.5 Any Contracts, arrangements, additional arrangements or amendments thereto made at a later date, as well as oral agreements and/or undertakings given by members of staff or given on behalf of Wendt Agenturen by salespersons, representatives or other intermediaries are binding on Wendt Agenturen only if and insofar as they have been explicitly confirmed by Wendt Agenturen in writing. Unless explicitly agreed otherwise in writing, any amendment or additional arrangement that is agreed applies only to the Contract in question.
- 4.6 Wendt Agenturen is entitled, either when concluding a Contract or after its conclusion, and before either supplying any Products or services or supplying any further Products or services, to ask the Customer to provide, within a maximum period of two months, security for the fulfilment of both the payment and all other obligations ensuing from the Contract, including (but not limited to) by means of a bank guarantee.
- 4.7 Wendt Agenturen is entitled to engage third parties for the purpose of performing the Contract, if it believes that this to be necessary or desirable, without this affecting the prices quoted to the Customer. Where possible and/or if Wendt Agenturen believes this to be necessary, Wendt Agenturen will consult the Customer about this.
- 4.8 If it becomes clear at any point (during the performance of the Contract) that the Contracts needs to be amended or supplemented in order to ensure its proper

completion, the party drawing this conclusion will inform the other party as soon as possible in writing of its finding. The Parties will then immediately consult with a view to agreeing on an amendment or addition to the Contract. Any amendments or additions to the Contract thus agreed by the Parties will then be recorded in writing by Wendt Agenturen or, as the case may be, confirmed to the Customer in writing. Wendt Agenturen is entitled to charge the Customer for all reasonable additional costs and/or costs of delay arising from the amendment or addition or, as the case may be, to make a reasonable adjustment to the delivery periods quoted in the Offer.

5. CANCELLATION AND RETURNS

- 5.1 The Customer is entitled to terminate a Contract provided that Wendt Agenturen has not started work on the Contract or, as the case may be, has not started performing the Customer's Order, and provided that Wendt Agenturen agrees in writing to the Customer's termination of the Contract.
- 5.2 In the event of a business-to-business transaction, if the Customer terminates the Contract for whatever reason, Wendt Agenturen reserves the right to demand that the Contract be performed.
- 5.3 If the Customer terminates a Contract or cancels an Order once work has started on the Contract or Order, the Customer is obliged to pay compensation in the sum of 20% of the price agreed for the work in question, plus all costs incurred in discharging the Contract, unless Wendt Agenturen is able to prove that the actual value of the loss incurred is higher.
- 5.4 The Customer is obliged to indemnify Wendt Agenturen at all times against third-party claims resulting from the termination of the Contract or, as the case may be, the cancellation of the Order.
- 5.5 Returns are accepted only after Wendt Agenturen has given its approval in writing. The Products in question should be returned to Wendt Agenturen as far as reasonably possible in their original condition and packaging. Wendt Agenturen will credit the returns in accordance with their value. Wendt Agenturen is not obliged to refund the costs incurred by the Customer in returning the products.

6. PRICES

- 6.1 Wendt Agenturen will perform the Contract at the euro prices quoted in its Offer or quotation.
- 6.2 Unless otherwise agreed in writing, the prices quoted by Wendt Agenturen:
 - are based on factual information that is relevant to the performance of the Contract and such as applied on the date of the Offer or Order confirmation;
 - are based on the purchase prices, wages, wage costs, social security charges and government levies, freight charges, insurance premiums, packaging costs and other costs applying on the date of the Order confirmation;
 - are based on delivery ex works, warehouse or other storage facility. The phrase 'works, warehouse or other storage facility' is taken to refer to the premises of Wendt Agenturen and/or of any third parties engaged by it;
 - are exclusive of VAT, import duties, and any other taxes, duties, levies and charges, whether imposed by the government or other entities;
 - are exclusive of the costs of loading and unloading, transport and insurance. These costs are charged separately;
 - are exclusive of packaging. These costs are charged separately.

- 6.3 In the event of a rise in the price of cost-determining factors, including in any event but not limited to the cost of raw materials, fuel, materials, manufacture, transport, currency exchange rates, landfill and waste processing charges and suchlike (at Wendt Agenturen's discretion), Wendt Agenturen is entitled to raise the agreed price accordingly, except if the Order in question has already been placed and delivery is due to take place within three months of the relevant price rise.
- 6.4 The provisions of paragraph 6.3 also apply to Contracts performed by Wendt Agenturen in instalments, where the instalments in question have not yet been delivered or performed on the date on which the rise in the price of one or more cost-determining factors takes effect.
- 6.5 The Customer is liable for all costs arising from additions and/or amendments made to an Order or Contract by or on behalf of the Customer.

7. PAYMENT, INTEREST AND COSTS

- 7.1 Unless otherwise agreed, Products will be invoiced as soon as they have been shipped to the Customer.
- 7.2 Unless otherwise agreed, the Customer will pay Wendt Agenturen the invoice amount, including but not limited to the costs referred to in paragraphs 6.2 and 6.5 of these General Terms and Conditions, within 30 days of the invoice date by transferring the amount due to a bank account designated by Wendt Agenturen.
- 7.3 All payments should be made without any discount, deduction or set-off into a bank account designated by Wendt Agenturen.
- 7.4 Wendt Agenturen is entitled to deliver any Order in instalments and to prepare separate invoices for each instalment or partial delivery. Where Products are delivered in instalments, each partial delivery is regarded as a separate transaction for which Wendt Agenturen is entitled to send a separate invoice.
- 7.5 All payments made by the Customer are applied first to settle all interest and costs due and subsequently those invoice amounts which have been outstanding the longest, even if the Customer states that the payment relates to a later invoice.
- 7.6 If the Customer fails to pay within the time limit referred to in the second paragraph of this article, or within any other time limit that may have been agreed, the Customer will be deemed to be automatically in default and Wendt Agenturen will be entitled, without having to issue a notice of default, to charge the Customer interest at a rate of 2% per month or part thereof (in the event of a business-to-business transaction) or at the statutory rate of interest in accordance with Article 119 of Book 2 of the Dutch Civil Code (in the event of a business-to-consumer transaction) as from the date on which the invoice should have been paid.
- 7.7 If the Customer fails to comply with its obligations or fails to do so in good time, the Customer will be liable for all costs reasonably incurred in obtaining an out-of-court settlement. If a debt arises, the Customer will in any event be liable for debt collection charges. The debt collection charges amount to 15% of the outstanding principal, subject to a minimum of €150 (excluding VAT) in the event of a business-to-business transaction, or a sum based on the Extrajudicial Collection Costs (Guidelines) Act (*Wet Normering Buitengerechtelijke Incassokosten*), subject to a minimum of €40 (excluding VAT) in the event of a business-to-consumer transaction. The Customer is also liable for any reasonable court and enforcement costs.
- 7.8 The Customer's right to claim any form of discount, set-off and/or suspension is explicitly excluded in the event of a business-to-business transaction. The Customer

must pay Wendt Agenturen's invoices in good time, without claiming any discount, set-off and/or suspension.

- 7.9 In the event of payment not being made by the agreed deadline, of the Customer applying for a suspension of payments or filing a petition for bankruptcy, of an attachment order being made against some or all of the Customer's products or of the Customer's products being sold and/or of the Customer evidently becoming less creditworthy, Wendt Agenturen is entitled to consider all current Contracts or parts thereof as having been terminated, without being required to give any notice of default or having to institute legal proceedings. The above does not affect Wendt Agenturen's right to claim full compensation.
- 7.10 Any debt owed by the Customer to Wendt Agenturen becomes immediately due and payable in full if:
- a. payment is not made by the agreed deadline;
 - b. the Customer has filed a petition for bankruptcy, applied for a suspension of payments or submitted a petition for debt adjustment, has been declared bankrupt, has been granted a suspension of payments or has been granted debt adjustment;
 - c. the Customer is dissolved, wound up, made the subject of a guardianship order, put into administration, or dies;
 - d. an attachment order has been made against the Customer's property or receivables;
 - e. the Customer fails to provide any security or collateral under property law after having been requested to do so by Wendt Agenturen;
 - f. the Contract is terminated in accordance with these General Terms and Conditions.

8. DELIVERY PERIOD

- 8.1 Unless the Parties explicitly agree otherwise in writing, all delivery periods quoted by Wendt Agenturen within which Products are to be delivered or services are to be supplied are estimates and may on no account be regarded as final deadlines. The Customer is not entitled to any compensation in the event of a failure to meet the delivery date.
- 8.2 In the event of Wendt Agenturen failing to deliver the Products or perform the services or failing to deliver the Products or perform the services on time, the Customer is explicitly forbidden from terminating the Contract, suspending performance of its obligations and/or submitting a claim for compensation, unless the delay is so long that the Customer cannot reasonably be expected to honour the relevant part of the Contract. In such an event, the Customer is entitled to terminate the Contract if strictly necessary, provided that it notifies Wendt Agenturen in writing and without prejudice to Wendt Agenturen's right to supply the Customer with the relevant Products and/or services within three weeks of receiving such notification, and to request the Customer to pay accordingly.
- 8.3 If the delivery period quoted by Wendt Agenturen is expressed in a number of working days, the term 'working day' is understood to mean a calendar day unless it falls on a day of rest or public holiday, a weekend day, holiday or other collective non-business day recognised as such either nationally or locally or laid down by the government or under or pursuant to a collective agreement. If the Products are due to be delivered or the services to be performed on a day that is not a working day, the next working day will be taken as the agreed delivery date.

- 8.4 In calculating the delivery period, Wendt Agenturen assumes that it will be able to deliver the Products on the basis of the information supplied by the Customer and in the circumstances on which Wendt Agenturen based its Offer or quotation.
- 8.5 Wendt Agenturen is entitled to extend the agreed delivery period if it is not able to supply the Products or perform the services within the agreed delivery period. The Customer is not entitled to any form of compensation if Wendt Agenturen fails to deliver the Products or perform the services within the relevant delivery period.
- 8.6 If delivery of the Products or the performance of the services is delayed, halted or postponed due to factors for which the Customer is responsible, Wendt Agenturen is entitled to charge the Customer for any loss, damage or costs that, in Wendt Agenturen's reasonable opinion, it incurred as a result of the delay.
- 8.7 Products are stored at Wendt Agenturen's risk and expense during the period until the time of their delivery. Unless the Parties explicitly agree otherwise in writing, any Products that the Customer passes on to Wendt Agenturen for further processing are stored at the Customer's risk and expense.
- 8.9 Wendt Agenturen is at all times entitled to deliver the Products in instalments.

9. DELIVERY AND TRANSFER OF RISK

- 9.1 Unless otherwise agreed, the Products will be deemed to have been delivered either at the time when they leave Wendt Agenturen's warehouse or storage facility or else at the time when the Customer is notified that the Products are ready for delivery.
- 9.2 In all cases, liability for the Products and the packaging passes to the Customer either at the time when the Products leave Wendt Agenturen's warehouse or storage facility or else at the time when the Customer is notified that the Products are ready for delivery. Unless explicitly agreed otherwise in writing, all deliveries are at the Customer's risk and expense.
- 9.3 The delivery period is based on the working conditions at the time when the Contract was concluded and on the assumption that the materials ordered by Wendt Agenturen for the purpose of completing the work are delivered on time. If any delay arises for which Wendt Agenturen is not to blame, as a result of a change in the working conditions referred to above or because the materials ordered in good time for the purpose of completing the work are not delivered on time, the delivery period will if necessary be extended and Wendt Agenturen may not be held liable for any consequences.
- 9.4 The Customer is obliged to lend its full assistance to the delivery of the Products that Wendt Agenturen is required to deliver under the terms of the Contract. This means that the Customer will be deemed to be automatically in default without any notice of default being required if it does not immediately collect the Products as soon as Wendt Agenturen requests it to do so or, if it has been agreed that the Products are to be delivered to its premises, if the Customer refuses to accept the Products. In such an event, Wendt Agenturen is entitled to store the Products at the Customer's risk and expense or to sell them to a third party. The Customer remains liable for the payment of the purchase price, plus interests and costs (by way of compensation), less (as the case may be and at Wendt Agenturen's discretion) the net proceeds of the sale of the Products to the said third party. The above does not affect Wendt Agenturen's right to claim compensation.
- 9.5 The acceptance of Wendt Agenturen's Products is proof of the fact that the Products were in an apparently good condition, unless the Customer noted, at the time when the

Products were received, on a receipt document presented by Wendt Agenturen and signed by Wendt Agenturen in confirmation of its agreement, that the Products were in a poor condition.

- 9.6 If the Contract is for the processing of materials provided by the Customer, Wendt Agenturen will either retain any remnants at the Customer's disposal or, after consulting the Customer, dispose of or destroy them. The Customer is liable for any costs incurred in doing so.

10. PACKAGING AND TRANSPORT

- 10.1 Unless otherwise agreed, if the Products are transported by Wendt Agenturen, the Customer will be liable for the transport costs, import duties and the cost of insuring the Products during transport (if applicable), including in the event of a return shipment. The term 'transport' is taken to include the transmission of data by means of a telecommunications network and any comparable transmission with the aid of a technical device.
- 10.2 Wendt Agenturen is responsible for deciding how the Products are to be packaged and transported.
- 10.3 The Customer is obliged to return the packaging stated on the invoice carriage paid to Wendt Agenturen, fully intact and in good condition, within the time limit set. If the packaging is not returned on time, the packaging costs will be charged to the Customer. Single-use packaging may not be returned.
- 10.4 If the Products cannot be transported for whatever reason, or if a delay arises in their transportation, Wendt Agenturen is entitled to store the Products at the Customer's risk and expense, without prejudice to Wendt Agenturen's right to demand payment of the purchase price.

11. INSPECTION UPON DELIVERY

- 11.1 Further to the provisions of paragraph 9.5, the Customer is obliged to ascertain, as soon as the Products have been delivered, whether Wendt Agenturen has complied fully with the terms of the Contract and is also obliged, once it has inspected the Products, immediately to notify Wendt Agenturen in writing if this proves not to be the case. The Customer should give the relevant notification within five working days of the delivery of the Products. Wendt Agenturen must be notified in writing, immediately and in any event by no later than one month after the delivery of the Products, of any defects that could not reasonably have been discovered within this period.
- 11.2 The Customer is obliged to prove that the defects in question are due to faulty or unusable Products, including the Products referred to in paragraph 15.1.
- 11.3 Unless the defect is reparable, Wendt Agenturen is in all cases entitled to substitute a new, unimpaired Product for a previously delivered defective Product.
- 11.4 The Customer is deemed not to have complied with the terms of the Contract between Wendt Agenturen and the Customer if the Customer fails to give the notification referred to in the first paragraph of this article in good time. The Customer will consequently forfeit its rights.
- 11.5 Unless otherwise agreed in writing, the Products will be considered to have been approved as from the point at which the Customer first makes use of them.

12. GUARANTEE

- 12.1 Wendt Agenturen guarantees vis-à-vis the Customer that the Products work properly, provided that they are used in a normal manner and treated with care, and that all instructions for the use of the Products and other guarantee requirements set out in the Contract, the General Terms and Conditions or the guarantee certificate are observed strictly and in full, for a maximum of one year after delivery of the Product to the Customer.
- 12.2 Unless otherwise agreed between Wendt Agenturen and the Customer, only the manufacturer or producer guarantees of the supplier of the Product, that supplied the Product to Wendt Agenturen, apply, which guarantee provisions will, where possible, be enclosed with the Products supplied. Wendt Agenturen's guarantee obligations to the Customer do not in any event extend any further or to any further liability than that which the manufacturer or producer in question is prepared to do, whether or not free of charge.
- 12.3. If the Customer has shown in writing, to Wendt Agenturen's reasonable satisfaction, within the terms set in these conditions for that purpose, that the Products supplied do not work properly, at its discretion Wendt Agenturen will remedy the defects either by replacing the defective Products free of charge in exchange for the defective products or by properly repairing the defective Products or by offering the Customer a discount on the purchase price which is to be decided in joint consultation. The Customer is liable for all costs exceeding the cost of meeting one of the obligations set out in the previous sentence, including but not limited to transport costs and travel and accommodation expenses.
- 12.4 If Wendt Agenturen repairs and/or replaces a Product it has supplied or a component thereof, whether in full or in part, the guarantee period for the Product in question does not recommence, with the effect that the original guarantee period continues to apply provided that it has not expired.
- 12.5 Wendt Agenturen is not liable for any defects and is not required to meet any guarantee obligations:
- a. if the Customer fails to report the defect to Wendt Agenturen within a reasonable period of time;
 - b. if Wendt Agenturen is not given an opportunity to remedy the defect;
 - c. if the Customer is unable to present a valid guarantee certificate or original invoice;
 - d. if work has been performed on the Product, if changes have been made to the Product supplied and/or if the Product supplied has been repaired without Wendt Agenturen's explicit written consent;
 - e. if the defect in the Product supplied is the result of normal wear and tear;
 - f. if the defect in the Product supplied is the result of abnormal weather conditions or other unusual circumstances;
 - g. if the defect in the Product supplied is the result of the use of the Product other than in accordance with the guidelines and specifications provided or for a purpose other than that for which the Product was supplied;
 - h. if the defect in the Product supplied is the result of improper use or a shortcoming on the Customer's part;
 - i. if the defect in the Product supplied is the result of the observance of a government regulation.
- 12.6 Wendt Agenturen guarantees that the Products have been packaged and stored and

will be transported with the greatest possible care with a view to preserving their high quality at all times.

- 12.7 The guarantee given in the first paragraph does not cover minor variances in dimensions, weights, colours and similar attributes. Such minor variances are permitted and may not form grounds for rejecting the Product in question, claiming a discount, terminating the Contract or claiming compensation. The relevant business practices determine whether or not a given variance in relation to the total value of the Contract or Order is to be regarded as minor.
- 12.8 Wendt Agenturen is obliged to supply the Products in the agreed quantities, on the understanding that minor variances (of up to 5% in either direction) are permitted. The maximum permitted variance for Products supplied in bulk is 15%. These variances are deemed to form part of the Contract. The invoice amount will be adjusted accordingly.
- 12.9 All guarantee obligations imposed on Wendt Agenturen will lapse if the Customer fails to comply, fails to comply properly or fails to comply on time with any obligation arising for it under a Contract with Wendt Agenturen or under a related contract, and also if the Customer itself makes changes to or repairs the Product supplied to it, engages third parties to make such changes or repairs, or uses the Product for a purpose other than normal business purposes, if the Customer or a third party fails to observe the maintenance and operating instructions or uses the Product other than in a normal way, if the nature and quality of the materials used are subject to government regulation, or if Wendt Agenturen believes that the Product supplied has been improperly used or maintained.
- 12.10 Any complaints about defects must be submitted in writing as soon as possible after the defect in question has been discovered and in any event within five working days. Failure to do so will result in the Customer losing its rights against Wendt Agenturen in relation to the defect in question.
- 12.11 Any failure on the part of Wendt Agenturen to discharge its guarantee obligations does not release the Customer from the obligations arising under any Contract it may have concluded with Wendt Agenturen.

13 COMPLAINTS

- 13.1 If the Customer has a problem, question or comment about a Product it has bought, the Customer must contact Wendt Agenturen about this immediately, i.e. the same day.
- 13.2 A complaint is deemed to arise if Wendt Agenturen does not solve the Customer's problem to the Customer's satisfaction.
- 13.3 Any complaints should be submitted as soon as possible, in writing and described clearly and in full, to the Complaints Department (*Klachtenservice*) at Wendt Agenturen.
- 13.4 Any failure to submit a complaint in good time will result in the Customer being deemed to have received the services and/or Products in good order and in the Customer forfeiting its rights in this connection.
- 13.5 The Customer will receive an acknowledgement of receipt of its complaint within two weeks, stating the period within which the complaint will be dealt with.
- 13.6.1 The Complaints Department (*Klachtenservice*) will investigate the complaint and will decide whether or not it is founded.
- 13.7 The mere fact of submitting a complaint does not release the Customer from its

obligations nor (in the event of a business-to-business transaction) entitle the Customer to suspend performance of its obligations.

- 13.8 The Customer's right to complain lapses in any event following the expiry of the manufacturer's or producer's guarantee given on the Products.

14. LIABILITY

- 14.1 Wendt Agenturen takes all reasonable care in its work. Except under the general rules of law, Wendt Agenturen is not liable for any loss or damage of whatever nature, whether direct or indirect, and whether incurred by the Customer or by third parties, unless the Customer is able to prove that the loss or damage in question was caused by intent or wilful recklessness on the part of Wendt Agenturen.
- 14.2 Wendt Agenturen's liability is at all times limited to:
- a. The invoice value or the agreed fee, at any rate in relation to that part of the Order to which the liability relates;
 - b. further to the provisions of point (b) above, in any event to the amount paid under Wendt Agenturen's insurance policy in the situation in question.
- 14.3 The Customer undertakes to indemnify Wendt Agenturen against any third-party claims of whatever nature for compensation of, including but not limited to, damage and the payment of costs or interest, such as may be connected with the Products or result from the use of the Products, except in the event of intent or wilfulness recklessness on the part of Wendt Agenturen.
- 14.4 Except in the event of intent or wilful recklessness, Wendt Agenturen is not liable for any errors and variances in images, drawings and specifications of dimensions and weights that may appear in its price lists and Offers.
- 14.5 Wendt Agenturen takes all reasonable care in investigating the possible use of banned substances. Where necessary or requested, Wendt Agenturen will submit a statement from the manufacturer certifying that no banned substances have been used. The Customer is obliged immediately to hand over either the original or a copy (at Wendt Agenturen's discretion) of this statement and/or permit and/or all other documents requested by Wendt Agenturen upon request to Wendt Agenturen. Wendt Agenturen may not be held liable in the event of any banned substances nonetheless being shown to be present, unless it can be proved that this is due to intent or wilful recklessness on Wendt Agenturen's part.
- 14.6 The Customer undertakes to indemnify Wendt Agenturen against any third-party claims of whatever nature for the compensation of damage and the payment of costs or interest, and other claims such as may be connected with or result from the use of banned substances as referred to in paragraph 14.5 of these General Terms and Conditions.

15. RETENTION OF TITLE

- 15.1 All products supplied by Wendt Agenturen under a Contract or Order from the Customer, including but not limited to production resources, semi-manufactures and aids, specifically design drawings, models, templates, data carriers, data files, films, prints and peripherals, remain the property of Wendt Agenturen, even if these are listed as separate items on the Offer or invoice. The above-mentioned Products may not be reproduced, multiplied, copied or given to third parties to inspect or use, in any way whatsoever.
- 15.2 Notwithstanding the actual delivery of the Products, title to the Products is not

transferred to the Customer until the Customer has satisfied all its obligations under the Contract with Wendt Agenturen. The Customer's obligations explicitly include but are not confined to the payment of the purchase price of the Products, plus any amounts owing on account of non-performance by the Customer, such as costs, debt collection charges, interest and compensation, as well as any surcharges, interest, taxes and costs owing under these General Terms and Conditions or under the Contract, and the cost of any work performed (or to be performed in the future) on the Products.

- 15.3 The Customer is not entitled to pledge or otherwise encumber the Products in which Wendt Agenturen has retained title or to allow third parties to make use of them. This provisions affects property rights.
- 15.4 If Wendt Agenturen does not receive any further Orders in relation to a particular Product during a period of six months after the completion of the last Order or the last part thereof, Wendt Agenturen is entitled to destroy the Products referred to in paragraph 15.1 without notifying the Customer.
- 15.5 Wendt Agenturen is entitled to retain all Products that are in its possession for whatever reason and that are due to be delivered to the Customer and to refuse to allow them to be delivered or, as the case may be, to postpone their delivery until such time as the Customer has fully discharged all its obligations to Wendt Agenturen under this or other Contracts between Wendt Agenturen and the Customer. Wendt Agenturen is also entitled to sell these Products to third parties, in which case the net proceeds will be deducted from the total amount owing to Wendt Agenturen. The Customer is liable for any storage costs.
- 15.6 If Products supplied by Wendt Agenturen that have remained the property of Wendt Agenturen have undergone a form of processing, the Customer is obliged to assign to Wendt Agenturen by way of security, immediately on Wendt Agenturen's request, the debt owed to it by its own customer or customers.
- 15.7 The Customer is obliged to store the Products in which Wendt Agenturen has retained title in a careful manner, to clearly mark them as belonging to Wendt Agenturen, and to ensure that they are kept properly insured against the risks of fire, theft, misappropriation and damage. The Customer should assign any insurance claims to Wendt Agenturen, immediately and unconditionally upon Wendt Agenturen's request.
- 15.8 In the situations described in paragraph 7.9, Wendt Agenturen is irrevocably authorised, without being required to issue a notice of default, to remove any unpaid Products from the location or locations where they are being kept, or to arrange for them to be removed, without any court order being needed in order to gain access to the location or locations in question. If and as long as the title to the Products has not passed to the Customer, the Customer will immediately notify Wendt Agenturen in writing if the Products are seized or if any other claim is brought against any part of the Products.
- 15.9 In the event of an attachment order being made against the Customer's property, the Customer being declared bankrupt or granted a suspension of payments, the Customer will immediately inform the bailiff enforcing the attachment order, the insolvency practitioner or the administrator of Wendt Agenturen's property rights.

16 FORCE MAJEURE

- 16.1 Wendt Agenturen is entitled to suspend performance of its obligations during a force majeure event.

- 16.2 If a force majeure event prevents Wendt Agenturen from fulfilling its obligations under the Contract, either temporarily or permanently, Wendt Agenturen is entitled to terminate all or part of the Contract with immediate effect or to suspend performance of its obligations, without being required to pay any compensation. If Wendt Agenturen is permanently prevented from fulfilling its obligations, both Parties are entitled to terminate all or part of the Contract in writing, without Wendt Agenturen being required to pay any compensation to the Customer.
- 16.3 The term ‘force majeure’ is understood to refer in these General Terms and Conditions, in addition to the definitions given in the law and legal precedents, to all circumstances that prevent the Contract from being discharged and which cannot be attributed to Wendt Agenturen. These circumstances are taken (if and insofar as they prevent the Contract from being discharged or make it unreasonably difficult to discharge the Contract) to explicitly include but not be limited to: government measures, epidemics, pandemics, exceptional weather conditions, illness affecting members of Wendt Agenturen’s staff, riots and/or war, an attributable failure of persons on whom Wendt Agenturen depends for the performance of the Contract and/or a force majeure event affecting the said persons, strikes affecting companies other than Wendt Agenturen’s, wildcat strikes or political strikes among staff employed by Wendt Agenturen, a general shortage of essential raw materials and other articles or services that are required in order to discharge the agreed Contract, unforeseen stagnation affecting suppliers or other third parties on whom Wendt Agenturen depends, and general transport problems.
- 16.2 Wendt Agenturen is also entitled to invoke force majeure if the circumstance leading to the force majeure event and preventing it from discharging or continuing to discharge its obligations takes effect after the date on which Wendt Agenturen should have discharged its obligations.
- 16.3 If a force majeure event permanently prevents Wendt Agenturen from fulfilling its obligations under the Contract, both Parties are entitled to terminate all or part of the Contract in writing, without Wendt Agenturen being obliged to pay the Customer any form of compensation.
- 16.4 If Wendt Agenturen has already discharged some of its obligations at the time when the force majeure event occurs, or if it is able to discharge only some of its obligations as a result, Wendt Agenturen is entitled to invoice the Customer separately for the work already performed or the Products already delivered or, as the case may be, for the work it is able to perform or the Products it is able to deliver, which invoice the Customer is obliged to pay as if it were issued for a separate contract.

17 TERMINATION AND SUSPENSION

- 17.1 Wendt Agenturen is entitled, without any formal notice of default being required and without being obliged to pay any compensation, to terminate all or part of the Contract or to suspend performance of its obligations if:
- a. the Customer fails to discharge any or all of its obligations under the Contract, or fails to do so on time;
 - b. the Product sold by Wendt Agenturen can no longer be supplied, has been taken off the market or is not available for any other reason;
 - c. Wendt Agenturen has good reason to believe that the Customer may not be able to discharge any or all of its obligations under the Contract, or may not be able to do so on time;

- d. the Customer has been declared bankrupt, has applied for a suspension of payments or has been granted debt adjustment;
 - e. an attachment order has been made against the Customer's property or receivables;
 - f. the Customer is dissolved, wound up, made the subject of a guardianship order or dies;
 - g. at the time when the Contract was signed, Wendt Agenturen asked the Customer to provide security for the fulfilment of its obligations and such security has not been provided or has been provided, but is not adequate.
- 17.2 All debts owed by the Customer to Wendt Agenturen become immediately due and payable in the event of the termination of the Contract. In such an event, Wendt Agenturen and its authorised agent(s) are entitled to gain access to the Customer's premises and buildings in order to take possession of the Products. The Customer is obliged to take whatever action is needed in order to enable Wendt Agenturen to exercise its rights.

18 SECURITY AND PRIVACY

- 18.1 By dint of entering into the Contract, the Customer authorises Wendt Agenturen to process its personal data for the purpose of performing the Contract and completing the relevant administrative and managerial formalities. This personal data is accessible only to Wendt Agenturen and is not divulged to third parties unless it is obliged to do so by law or under a court order. Wendt Agenturen will take suitable technical and organisational measures to protect the personal data from loss or any form of unlawful processing. These measures will guarantee, taking account of the state of the art and the costs of implementation, a suitable level of protection in the light of the risks entailed by the processing of the personal data and their nature.
- 18.2 Wendt Agenturen is solely responsible for reporting any data breaches in relation to the processing of any of the Customer's personal data that is stored by Wendt Agenturen. If the Customer transmits personal data to a third party, either directly or through the agency of Wendt Agenturen, the Customer hereby indemnifies Wendt Agenturen against all third-party claims based on an allegation that this personal data is being processed contrary to the provisions of the GDPR.

19. CONCLUDING PROVISIONS

- 19.1 All Offers, Contracts and the performance of Contracts concluded between Wendt Agenturen and the Customer are governed exclusively by Dutch law.
- 19.2 The Parties will attempt to resolve any disputes between Wendt Agenturen and the Customer, including any disputes regarded as such only by one party, arising from or connected with an Offer or Contract to which the General Terms and Conditions apply, in the first instance by means of mediation in accordance with the regulations of the Netherlands Mediation Institute (*Stichting Nederlandse Mediation Instituut*) in Rotterdam, as adopted on the date on which mediation commences.
- 19.3 Should it not prove possible to resolve a dispute as referred to above by means of mediation in accordance with the second paragraph of article 19 of these General Terms and Conditions, the dispute will be settled by the court in Amsterdam. Wendt Agenturen is at all times entitled to submit a dispute for adjudication to any other court that is competent under the law. The provisions of the second paragraph do not

affect the Parties' right to submit the dispute for settlement by means of arbitration or a binding decision.

- 19.4 Should any provision of these General Terms and Conditions not apply, the provision in question (and this provision only) will be deemed to be non-existent and will be replaced by the Parties by one or more provisions approximating as closely as possible with the provision that does not apply, and the remaining contents of these General Terms and Conditions will remain in full force.
- 19.5 These General Terms and Conditions have been filed with the Rijnland Chamber of Commerce. The applicable version in all cases is the latest version to be filed or, as the case may be, the version that is in force at the time when the Contract with Wendt Agenturen is concluded.