

General terms and conditions for the sale and supply of goods and services by PF Concept International Coöperatief U.A.

Version 15.01.2024

1. General

- 1.1 These general terms and conditions (the '**General Conditions**') apply to all offers and contracts relating to the sale and supply of goods and services by PF Concept International Coöperatief U.A. ('**Supplier**'), and to all orders placed by the customer ('**Customer**') with the Supplier ('**Order(s)**'). The Supplier is registered in the trade register under Chamber of Commerce number 66581303 and has as its registered office at Kabelweg 1, 2371 DX Roelarendsveen.
- 1.2 An Order may relate to goods (such as promotional articles) and to (related) services of the Supplier, such as orders relating to the decoration of promotional articles. The goods and services offered by PF Concept are collectively referred to in these Terms and Conditions as the '**Products**'.
- 1.3 The Customer agrees to be bound by these General Conditions. The Supplier hereby expressly rejects the applicability of any general terms and conditions of the Customer.
- 1.4 Any provision departing from these General Conditions may only be relied upon by the Customer if and insofar as it has been expressly accepted in writing by the Supplier.
- 1.5 These General Conditions shall also apply to future contracts between the Customer and the Supplier, unless they are explicitly excluded therein.
- 1.6 The Supplier reserves the right to modify these General Conditions. Any new General Conditions are binding upon the Customer as soon as the Customer is deemed to have received notice of the same. The current version of the Terms can always be found on PF Concept's website at www.pfconcept.com.

2. Offers, orders and contracts

- 2.1 The Supplier's offers, as presented in the Supplier's webshop ('**PF Store**') e-mails, brochures or catalogues are non-binding and may be revoked by the Supplier. The Supplier shall not be bound by any Order until it confirms the Order in writing in the order confirmation sent to the Customer ('**Order Confirmation**'), as a result of which there is a binding contract (the '**Contract**'). For orders via the PF Store, the Customer shall receive an (automated) confirmation of receipt prior to the Order Confirmation. This confirmation of receipt does not constitute an Order Confirmation and the Supplier is not yet bound by the Order.
- 2.2 Following the Order Confirmation, the Order is irrevocable and may not be cancelled, except under the conditions set out in Article 4.1 or with the agreement

of the Supplier. The Supplier may make its agreement to cancel conditional upon the charging of internal or external costs already incurred, such as the labour time required for packing and returning the Order.

- 2.3 The Supplier is not obliged to accept an Order and does not guarantee there is a sufficient stock of Products.
- 2.4 Additional agreements, amendments and/or cancellations are only binding if and insofar as they have been approved in writing by the Supplier.
- 2.5 The Customer warrants that employees or representatives who place Orders on behalf of the Customer are authorised to represent the Customer.
- 2.6 The Supplier has sales offices in the Netherlands, England, Germany, France, Spain, Italy, Sweden, Norway, and Poland. These sales offices are part of the PF Concept Group, of which the Supplier forms the head office. Orders placed with a local sales office may be handled by PF Concept's local or central sales/customer service team, it being understood that, upon Order Confirmation, the Contract is always concluded with Supplier (PF Concept Cooperatief U.A.) and not with the local sales office.
- 2.7 The Customer warrants that the information it supplies (via the PF Store or otherwise), including Product quantities, specifications (such as item numbers, etc.), address details and artwork for printed material, is correct and complete.

3. Decoration orders

- 3.1 When placing an order, the Customer may use the services offered by the Supplier for the decoration of Products from the Supplier's range ('**Decoration Orders**'). Product decoration options are listed on the PF Store or may be communicated by other means by the Supplier. Options, such as printing techniques and colour options, may vary from article to article, depending on, inter alia, product material and available space for printing. Prices and production times may vary depending on the selected product decoration options. Visuals and/or graphic material (such as logos) provided by the Customer for Product Decoration are referred to below as '**Artwork**'.
- 3.2 The Supplier offers a digital tool (the '**PF Logo Tool**') in the PF Store that allows the Customer to upload Artwork for a visual impression of the printed item ('**e-proof**') based on the chosen printing technique. The position and colours of the uploaded Artwork can be determined and adjusted by the Customer in the PF Logo Tool. Artwork for the e-proof will be delivered in the format indicated by the Supplier. Upon completion of the order in the PF Store, the Customer shall receive an e-proof (via e-mail) for approval. After approval of this e-proof, the Decoration Order shall be processed by the Supplier, with the proviso that there is no Contract until issue of the Order Confirmation. The Supplier will supply Decoration Orders in accordance with the e-proof, in accordance with section 3 of this article.

- 3.3 The e-proof gives a digital (two-dimensional) impression of the article printed with Artwork, which may not be 100% identical to the final print. The Supplier cannot guarantee that Artwork will be shown entirely to scale. In terms of positioning and size, a small deviation is permissible. The colours of the printing on the Products may also differ slightly from the colours in the e-proof. For printing techniques where colours are displayed in PMS, the Supplier considers a 1 pantone colour deviation permissible. For printing techniques based on CMYK, the rule is that the actual colour must correspond to the colour visible on a calibrated screen. The Customer must check the e-proof for all aspects (such as colour, placement, format and spelling) before it is approved.
- 3.4 The Customer may also choose to place the Order without an approved e-proof ('**no e-proof**'). In this case, printing of the Decoration Order is done on the basis of the visualisation in the PF Logo Tool without first sending an e-proof to the Customer for approval. Small deviations in positioning, size and colour between the Artwork and the printing on the Products cannot be excluded and are at the risk of the Customer. In that case, the Customer also assumes the risk that details in the Artwork on the Products are illegible and/or out of focus. The Supplier is under no obligation to check this in advance.
- 3.5 The Supplier is not responsible for the content, accuracy or design of Artwork supplied by the Customer, such as spelling, colours, graphic details or authorisations required from third parties for use of the Artwork. The Customer is solely liable for this. Artwork is not reviewed or checked by the Supplier, except for technical aspects. The Customer guarantees to the Supplier that the Artwork may be lawfully used for printing the selected Products, without infringing any third-party rights or breaching any legal requirement. It is not permitted to use Artwork with content that could be considered discriminatory, pornographic, violent or otherwise offensive, whose content could incite hatred or be considered as insulting, defamatory or slanderous, or promotes illegal behaviour.
- 3.6 In consultation with the Supplier, the Customer may request one or more samples and/or illustrations of the decorated article or product material, prior to placing the order. The costs of this will be charged by the Supplier, irrespective of whether or not the Customer subsequently places an order, unless other terms have been agreed. The Supplier shall provide an indication of these costs and of the expected delivery time of the samples in advance.

4. Prices

- 4.1 The Supplier's prices in offers (on the PF Store, in brochures, catalogues, quotations, etc.) are non-binding and subject to change until there is an Order Confirmation leading to a Contract. In the event of an unforeseen increase in cost price factors, such as the cost of materials, raw materials, customs duties or transport costs, or due to currency fluctuations, the Supplier shall still be entitled to

change the price or cancel the Order. The Customer shall be deemed to have agreed to a price change, unless it cancels the Order within one working day after notification of the price change, in which case no charge shall be made for that cancellation. The Supplier shall not be liable for any compensation in the event of cancellation by either the Supplier or the Customer on the basis of this provision.

- 4.2 Prices are inclusive of standard packaging and exclusive of turnover tax, import duties, packaging levies and other government taxes, levies or duties, unless explicitly stated otherwise. Prices do not include decoration unless it is indicated that decoration costs are included. Prices are also exclusive of freight costs unless free delivery is explicitly mentioned in the offer. Freight costs depend on the quantity of the order and the place of delivery. Applicable rates shall be determined by the Supplier's local sales office and communicated to the Customer upon request.
- 4.3 Any discounts shall be valid only once and shall in no way bind the Supplier in the event of a subsequent order or contract.
- 4.4 Returning Customers may be granted a fixed purchase discount, the amount of which shall be determined unilaterally by the Supplier's local sales office. In this case, this discount shall be reflected in the individual price offers communicated to the Customer (via the PF Store, after the Customer has logged in, or via e-mail). For the sake of clarity, these General Conditions do not entitle the Customer to any discount. A claim to a discount exists only if and insofar as it has been confirmed to the Customer in writing by Supplier or the local sales office. The Supplier or the local sales office may, at any time, unilaterally decide to modify or withdraw the discount for future orders, depending on volumes achieved by the Customer, payment history and/or commercial behaviour.
- 4.5 The quantity of Products ordered may influence the unit price (in the case of quantity discounts) or the freight charges. The Supplier reserves the right to apply minimum order quantities (MOQ) for certain Products or product groups.
- 4.6 The Supplier may, at any time, unilaterally decide to modify or extend its range, including discontinuing the use of certain Products or brands, without this giving rise to any liability towards the Customer. The Supplier is not obliged to supply Products that thereby cease to be included in its range.

5. The PF Store

- 5.1 Orders may be placed in the PF Store only by Customers who have been accepted as such by the Supplier and who have received login details for the PF Store from the Supplier (the '**Login**').
- 5.2 The PF Store is a service made available by the Supplier for ordering Products online without any obligation. The Supplier does not guarantee that information on the PF Store is always accurate, complete and up to date, that the PF Store is always accessible (online), or that the PF Store always operates free of viruses or

malfunctions. This also applies to tools offered in the PF Store, such as the PF Logo Tool and marketing material creation tools (e.g. 'catalogue creator').

- 5.3 The Supplier offers the Customer the option to import information via XML/JSON feeds about the Supplier's product range (such as product specifications, photos, prices and stock positions) for publication on the Customer's own website. The Supplier also offers the Customer the option for automatic supply of Orders via an API (the '**Online Gateway**'). The Supplier is under no obligation to offer or continue to offer these services, the use of which is at the Customer's sole risk. The Supplier has the right at any time to discontinue or modify this service or to deny the Customer the use thereof. Use of the XML/SJON feeds and the Online Gateway is subject to the Customer agreeing to the relevant terms and conditions of use, which apply in addition to these General Conditions. In the event of any conflict with these General Conditions, the relevant provision of the Terms of Use for the XML/SJON feeds and the Online Gateway shall prevail.
- 5.4 The Supplier takes appropriate technical and organisational measures to secure the PF Store in order to guarantee the confidentiality and integrity of Customer data and to prevent access or misuse by unauthorised third parties. The Supplier does not guarantee that misuse or unauthorised access will be prevented at all times.
- 5.5 The Customer must keep the Login Data confidential and only provide it to personnel who are authorised to place orders on behalf of the Customer. The Customer shall document which members of staff have access to the Login Data. The Customer guarantees that unauthorised parties will not be granted access to the Login Data. The Customer must log off after each session.
- 5.6 Misuse of the Login Data is at the Customer's risk, unless the Login Data has come into the hands of a third party through any act or omission by the Supplier. In the event of (suspected) misuse of Login Data, the Customer shall notify the Supplier as soon as possible. In this event, the Supplier shall be entitled to block access to the PF Store (temporarily) or to take other appropriate measures.
- 5.7 The Supplier's guidelines or instructions for using the PF Store shall always be followed by the Customer.

6. Delivery time and delivery

- 6.1 Delivery shall take place in accordance with the terms of delivery for transport communicated by the local sales office ('Incoterms') and/or in accordance with the Incoterms specified in the Order Confirmation. Freight costs may be passed on by the Supplier in accordance with Article 4.2.
- 6.2 The Supplier and the Customer may agree that delivery shall be made to a third-party address indicated by the Customer, such as an end customer, who is not a party to the Contract (referred to below as the '**Recipient**'). The Customer guarantees that the Recipient shall comply with all obligations incumbent on it with regard to the acceptance, inspection and storage of the goods delivered.

- 6.3 The supply of certain Products may be subject to restrictions pursuant to agreements between PF Concept and its supplier(s), such as restrictions related to the (geographical) sales market or guidelines or restrictions related to marketing and resale to certain (end) customers. In that case, the ordering of these Products may be made conditional on the Customer's acceptance of these restrictions, which shall in that case apply in addition to these General Conditions. The Supplier may also refuse to deliver Products to certain countries or territories due to restrictions related to national laws or regulations.
- 6.4 Delivery dates indicated by or agreed with the Supplier are indicative only and not firm deadlines, unless explicitly agreed otherwise. The Supplier shall only be in default after the Customer has sent the Supplier a written notice of default giving the Supplier a reasonable time for compliance of at least 21 days, and delivery has still not taken place within this further period of time.
- 6.5 The delivery period shall start once the Supplier has issued the Order Confirmation and, in the opinion of the Supplier, all formalities for the execution of the Order have been fulfilled and the Supplier has received all information required to execute the Order. If an advance payment or security for payment has been stipulated, the delivery period shall not commence until this has been received and the said conditions have been fulfilled.
- 6.6 Exceeding a delivery period shall not entitle the Customer to compensation, rescission, suspension of any payment obligation or to any other claim due to non-fulfilment of the Contract, except in the following cases. If a firm delivery date has been expressly agreed and it is exceeded, or if the Supplier is in default of delivery after the expiry of the reasonable period set by the Customer in accordance with section 4 of this article, the Customer shall be entitled exclusively to rescind the Contract without any claim to damages or any other claim for non-performance of the Contract. In this case, the purchase price already received shall be refunded by the Supplier.
- 6.7 Delivery periods shall be extended by the time the performance of the Contract is delayed due to force majeure or if changes and/or additions to the Order are agreed upon at the request of the Customer. The Supplier shall in such case communicate a new delivery date as soon as possible.
- 6.8 The Customer must take delivery of the physical Products immediately they are offered for delivery by or on behalf of the Supplier, or, where applicable, to ensure that the Recipient takes delivery of them immediately. Products shall be deemed delivered as soon as they are offered for delivery at the agreed place of delivery, and from that moment the risk of damage and loss of the Products shall pass to the Customer, even if delivery of the Products is accepted at that time. If the Products are not accepted on the date communicated to the Customer, they shall be stored at the Customer's expense and risk and a new delivery date shall be arranged at the Customer's expense. If delivery is again unsuccessful and the Customer does

not collect the Products from the storage site within two months, the Supplier shall be entitled, upon notification to the Customer, to sell the Products to a third party or, if this is not possible (as in the case of Decoration orders), to destroy the Products and recover any loss from the Customer, without prejudice to the Supplier's other rights.

- 6.9 If it has been agreed with the Supplier that a penalty shall be payable if the delivery time is exceeded, such penalty shall only be payable if the delay is attributable to the Supplier. The penalty owed shall never exceed the amount of the loss actually suffered by the Customer as a result of the period being exceeded and shall be set off against that loss.
- 6.10 The Supplier has the right to make part deliveries. For the application of these General Conditions, each part delivery shall be regarded as an independent delivery.
- 6.11 The Supplier has the right to supply Products other than those agreed upon, if these comply with the agreed specifications and are of comparable quality. The Supplier shall inform the Customer in advance.
- 6.12 Minor deviations in the Products delivered, customary in the trade, for example in colour, size or finish, that do not affect the quality, external appearance, use or marketability of the Products, are acceptable and do not give the Customer the right to refuse delivery.
- 6.13 If delivery is expedited or postponed at the Customer's request, the Customer must reimburse any additional costs resulting therefrom (such as transport costs in connection with an urgent shipment or storage costs in the event of postponement).
- 6.14 The Supplier is not obliged to deliver to places that are difficult to pass through, such as unpaved roads. In that case, in consultation with the Customer, delivery will be made to a nearest place of delivery that is passable.

7. Risk and transfer of ownership

- 7.1 The Customer shall bear the risk of any loss to the Products delivered by the Supplier from the time of delivery within the meaning of Article 6.8.
- 7.2 All Products delivered by the Supplier shall remain the property of the Supplier until such time as (i) payment for the Products delivered or to be delivered by or on behalf of the Supplier and for work carried out or to be carried out by or on behalf of the Supplier has been made in full, regardless of whether such work is supplied under the relevant Contract, or previous or subsequent contracts of the same nature, and upon full payment of (ii) all claims for failure by the Customer to comply with the related Contract or contracts, such as compensation, costs and interest. The Customer shall not have any retention of title in respect of such Products and such right is hereby explicitly excluded. The Customer must adequately insure goods owned by the Supplier against normal (business) risks.

- 7.3 Unless stated otherwise by the Supplier, the Customer shall be entitled to dispose of the goods sold under retention of title or to transfer de facto control of them, in whole or in part, to one or more third parties insofar as this is necessary or desirable for the normal operation of its business and a) the Customer receives cash payment from the transferee, or b) the Customer agrees with its counterparty to a retention of title similar to the present one, albeit without any right of disposal for the counterparty. Notwithstanding the foregoing, the Customer is not entitled to encumber the Products sold subject to a retention of title. The Customer shall, at the first request of the Supplier, transfer or pledge to the Supplier any claims of Customer (to be) created by the disposal to a third party of Products sold by the Supplier subject to retention of title, at the discretion of the Supplier.
- 7.4 The Supplier shall be entitled to recover Products delivered to the Customer and remaining the property of the Supplier, if the Customer fails to fulfil its obligations or if the Supplier has reason to believe that the Customer will fail to comply with its obligations. The Customer must facilitate this recovery of possession and, to this end, inform the Supplier on demand of the location of the Products (even if this is with a third party) and, if necessary, ensure access to this location. The Customer must reimburse the Supplier for the costs incurred in recovering the Products. When Products are recovered, credit shall be given on the basis of the value of the Products in their condition on their return, at the discretion of the Supplier.
- 7.5 The Customer must keep Products that are subject to a retention of title safely, carefully and separately from other items, and mark them as the property of the Supplier.
- 7.6 If and to the extent that delivered Products that are the property of the Supplier are seized, the Customer must inform the Supplier of this immediately. The Customer must inform the person seizing such Products that these Products are the property of the Supplier.
- 7.7 This retention of title shall be governed by Dutch law, with the proviso that, if the Products are delivered to another country, the Supplier shall be entitled to stipulate that the law of that other country shall apply if it considers that this law is more favourable.

8. Payment

- 8.1 Invoicing shall take place after issue of the Order Confirmation and payment shall be made within 30 days after the invoice date, unless agreed otherwise in writing. The Supplier shall at all times be entitled to demand full or partial payment in advance or to stipulate the provision of security as a condition of delivery.
- 8.2 The Supplier has the right to separately invoice Orders that are delivered in parts, per part delivery.

- 8.3 The Customer waives any right to suspension of payment and any right to set off amounts owed by either party to the other. A complaint (under Article 10) does not entitle the Customer to suspend any payment obligation.
- 8.4 The term of payment is regarded as a deadline. If the Customer does not pay on time, it shall be in default without notice of default being required. The Supplier shall in such case be entitled to suspend the Order to which the invoice relates, and to suspend delivery of other outstanding Orders, without prejudice to the Supplier's other rights in the event of default. In the event of default, other outstanding invoices shall become immediately due and payable, even if their term of payment has not yet expired.
- 8.5 Payments made by or on behalf of the Customer shall first be applied to pay the extrajudicial collection costs owed by the Customer, followed by the judicial costs, then interest owed and finally the outstanding principal amounts in order of age, regardless of any indication to the contrary from the Customer at the time of payment.
- 8.6 The Customer may no longer object to the correctness of the invoice after 14 days following the invoice date. Any right thereafter shall automatically lapse, unless the Customer could not have been aware of the incorrectness of the invoice before then.
- 8.7 In the event of late payment, the Customer shall owe statutory commercial interest as referred to in Book 6 Article 119a of the Dutch Civil Code from the due date of the invoice as referred to in section 1 of this article. The Supplier shall also be entitled to reimbursement of costs actually incurred in the collection of the claim, which shall be set at a minimum of €250.
- 8.8 If, in the opinion of the Supplier or its local sales office, the Customer's solvency, payment history and/or commercial behaviour so permit, the Customer may be granted a longer period of payment, subject to the condition of not exceeding a cumulative limit to be set by the Supplier (the '**Limit**') and any other conditions, such as the provision of security by the Customer. The total amount owed to the Supplier for whatever reason, including invoices that have not yet been paid, may not exceed the amount of the Limit. If the performance of a Contract results in the Limit being exceeded, the Supplier is entitled to suspend delivery until the amount payable to the Supplier has been reduced to such an extent that the sum of the (new) outstanding amount after additional payment and the invoice value of the Products to be delivered no longer exceeds the Limit.
- 8.9 Any amount owed by the Customer to the Supplier at any time shall become automatically and immediately payable, without prejudice to the Supplier's further rights:
- a) if (a petition for) bankruptcy, insolvency, moratorium, administration of (the company of) the Customer, or a comparable situation under foreign law occurs or is pronounced by the court;

- b) if the business activities of the Customer are discontinued and/or in the event of discontinuation or liquidation of the Customer's business or the transfer thereof (or of the control therein) to third parties, including the contribution to an existing or still to be incorporated company;
- c) if the Customer breaches its obligations to the Supplier on any grounds whatsoever, after having been given notice of default and a reasonable period in which to comply, unless compliance is permanently or temporarily impossible, in which case the claim shall become immediately due; and
- d) in the cases referred to in Book 6 Article 80 of the Dutch Civil Code.

9. Force majeure

- 9.1 The Supplier or the Customer shall not be liable for a failure in the event such failure is caused by force majeure. Force majeure on the part of the Supplier shall apply in any event when performance of the Contract is wholly or partly, temporarily or otherwise, prevented or impeded by the following circumstances: war, threat of war, civil war, riots, mobilisation, acts of war, fire, water damage, flooding, frost, excessive absenteeism of staff, pandemics, government measures or stagnation as a result of pandemics, and company blockades, strikes, storage and transport disruptions, shortages of raw materials or energy, import and export restrictions, accidents and business interruptions or delay in the delivery to the Supplier of parts, items or services ordered from third parties, unless such delay is attributable to the Supplier.
- 9.2 In the event of force majeure on the part of the Supplier, its obligations shall be suspended. If the force majeure lasts longer than 60 calendar days, the Supplier and the Customer shall both be entitled to rescind the Contract (with respect to the part not yet executed), without any obligation to compensate the other party for such rescission or failure to perform, without prejudice to the provisions of Article 14.1 (Customer's duty of care).

10. Inspection, warranty and complaints

- 10.1 The Customer must inspect the Products delivered by the Supplier for defects immediately upon receipt, or ensure that inspection is carried out on its behalf by the Recipient. In the event of too many or too few Products, or incorrect Products having been delivered, or in the case of visible defects, these circumstances must be reported to the Supplier in writing within 8 days following delivery. Products shall be deemed unconditionally accepted and approved if the Customer fails to inspect them in time or if no notification is made within the aforesaid period of 8 days.
- 10.2 Other defects must be reported by the Customer in writing within 8 days of their discovery by the Customer or the Recipient, with the proviso that any right of action in respect of the non-conformity of the Products (warranty) lapses after the expiry of the period referred to in section 7.f of this article.

- 10.3 Notification of defects shall be made by enclosing any relevant evidence (such as photos or videos) that the Supplier may need to assess the defects.
- 10.4 The Supplier only gives the following warranties with respect to the Products supplied, to the exclusion of all other warranties, whether legal or contractual, implied or express, except to the extent that they are implied by mandatory law:
- a. that the Products are delivered in accordance with the quantities stated in the Order Confirmation and that they comply with the dimensions, properties and specifications stated in the offer and/or confirmed on the Order Confirmation, subject to the provisions of section 5 of this article;
 - b. that they are suitable for the intended use as stated in the offer by the Supplier and are not defective;
 - c. that they meet reasonably foreseeable quality requirements in accordance with the standards applicable to similar products at a comparable price level;
 - d. that they do not infringe any intellectual property rights of third parties in the European Union or the UK, with the proviso that this warranty does not extend to the Artwork;
 - e. that the Products, labelling and packaging conform to the requirements of harmonised EU legislation and legislation in the UK on product safety, durability and technical conformity applicable at the time of delivery.
- 10.5 The Supplier explicitly does not warrant that:
- the Products, their labelling or their packaging conform to the national laws, regulations or standards in the country of delivery in relation to the Products, unless explicitly agreed otherwise in writing;
 - the colour tones on the printing of the delivered decoration orders fully correspond to the colours in the e-proof; minor deviations are permissible;
 - the position of the logo corresponds completely with the delivered Artwork or the e-proof; minor deviations are permissible taking into account the chosen printing technique;
 - the Products fully correspond to the image on the PF Store; minor deviations are permissible in accordance with Article 6.12;
 - the colour of the printing in the case of a repeat order fully corresponds to the original order.
- 10.6 The Supplier's warranty obligation shall be limited to the delivery of replacement Products for the defective Products free of charge to the address specified in the Order Confirmation, or crediting the Customer with the invoice value, at the discretion of the Supplier. The Supplier is not obliged to repair defective Products.
- 10.7 Insofar as a legal or contractual warranty applies, there is no right to claim under such warranty:
- a. if the Products have been damaged or lost after delivery;

- b. if the Customer has stored the Products carelessly or has failed to follow exactly the storage or usage instructions communicated by the Supplier or stated on the packaging;
 - c. if the delivered Products have been used incorrectly or not in accordance with the agreed or usual use;
 - d. if the Customer breaches any obligation towards the Supplier, or fails to do so properly or on time;
 - e. if no complaint is made in time in accordance with sections 1 to 3 of this article;
 - f. in respect of defects discovered more than 6 months after the date of delivery;
 - g. if the delivered Products have been damaged by external causes, such as (rain) water, heating, falling damage, fire, etc.
- 10.8 For goods or parts of goods acquired by the Supplier from third parties, the warranty obligations of the Supplier towards the Customer shall in no event be greater or of longer duration than the warranty obligations of said third parties towards the Supplier. The Supplier shall be discharged from any warranty obligation when, if possible, it assigns its claim against such third party to the Customer, which assignment is hereby accepted by the Customer in advance.
- 10.9 Products in respect of which a complaint has been made shall be kept by the Customer for inspection by the Supplier and shall be returned on demand by the Supplier. Costs of return shall be borne by the Supplier in case of a justified complaint. Should the Customer fail to comply such that this restricts the Supplier in its ability to determine the merits of the complaint and claim, there shall be no right of replacement or refund.

11. Liability and indemnity

- 11.1 The Supplier's liability in connection with any defects in the Products supplied by it shall be limited to the warranty obligations as described in Article 10.6. All further liability for loss suffered by the Customer in connection with the Contract and/or the delivery of the Products is excluded, except in the case of intent or gross negligence.
- 11.2 Any liability of the Supplier to the Customer shall be limited to either i) the net invoice value of the goods delivered to the Customer by the Supplier in the three months preceding the event giving rise to the loss (subject to deduction of any amounts credited), or, if the loss is covered by insurance under which the Supplier is deemed to be the insured, (ii) the amount actually paid out by the insurer in this regard (if higher than the amount referred to in (i)), with the proviso that any liability of the Supplier to the Customer under the terms of the Contract shall be limited to a maximum amount of EUR 50,000.
- 11.3 The Supplier's liability for commercial, consequential or indirect loss (including loss of turnover, profit or goodwill, business or customers) is always excluded, unless

the loss is the result of wilful intent or deliberate recklessness on the part of the Supplier.

- 11.4 The Supplier's limitations of liability under this provision shall not apply in the event of personal injury or death.
- 11.5 In all cases where a penalty is payable by the Supplier, any obligation to pay compensation shall be limited to the amount of the penalty, without prejudice to Article 6.9.
- 11.6 Any claim by the Customer against the Supplier, other than those acknowledged by the Supplier, shall in any event expire 12 months after the Customer becomes aware of the existence of the claim, unless the Customer has informed the Supplier of the existence of the claim within that period by means of a detailed, substantiated written claim, without prejudice to other statutory or contractual defences of the Supplier.
- 11.7 If either party becomes aware of a defect in the delivered Products it shall immediately inform the other party thereof, including the type of defect and the Products that are defective. The Customer must provide all necessary cooperation should the Supplier decide to carry out a product recall due to defects or risks related to product safety or in the event of an announced or imminent enforcement action by market regulators, or due to the Supplier's well-founded fear that one of these circumstances may arise. In such a case, the Supplier shall credit the purchase price of the Products and reimburse the costs of return shipment. The Customer shall treat as confidential all information received about measures that may or actually must be taken, except insofar as it is legally obliged to disclose such information. Communications by the Customer to its own customers or end-users regarding product recalls and/or (possibly) defective and/or unsafe Products shall be made in close consultation with and after approval by the Supplier.
- 11.8 Any conditions limiting, excluding or establishing the liability of the Supplier in connection with the Products delivered, which may be invoked against the Supplier by its suppliers or subcontractors, may also be invoked against the Customer by the Supplier.
- 11.9 Employees of the Supplier, persons engaged by the Supplier in the performance of the Contract or group companies of the Supplier may claim all of the Supplier's rights and defences under the Contract (including these General Conditions) as against the Customer, as if they were a party to the Contract themselves, including the limitations of liability in this Article 11. With regard to these parties, this clause shall be deemed to be a Third-Party Clause within the meaning of Book 6 Article 253 of the Dutch Civil Code. Neither the Supplier nor the Customer may revoke this clause. The required acceptance of this clause by employees of the Supplier, by persons engaged by the Supplier in the performance of the Contract or by Supplier's group companies shall be deemed to have been accepted when this

clause has been made known to these parties, in accordance with Book 6 Article 253(4) of the Dutch Civil Code.

- 11.10 The Customer shall indemnify the Supplier, its employees and persons engaged in the performance of the Contract against any third-party claim in connection with the performance of the Contract by the Supplier, insofar as such claims are more than or different from those to which the Customer is entitled against the Supplier by virtue of the Contract.
- 11.11 The Customer shall strictly comply with national or international governmental export, import and use restrictions in connection with the Products to be delivered. It shall indemnify the Supplier in respect of any loss incurred by the Supplier from any breach of these restrictions.

12. Indemnity

- 12.1 The Customer indemnifies the Supplier against all third-party claims in connection with or arising from the handling, modification or use of the Products by the Customer, unless the claims arise from defects in the Products that already existed at the time of their delivery.
- 12.2 The Customer indemnifies the Supplier against all third-party claims, including claims based on any third party intellectual property rights, in connection with or arising from what the Supplier has produced or applied to the Products on the instructions or at the direction of the Customer, including custom products based on designs provided by the Customer or the printing of Products with Artwork supplied by or on behalf of the Customer.

13. Intellectual property

- 13.1 Intellectual property rights to, or relating to, the Products supplied, including packaging and instructions for use, remain with the Supplier (or its suppliers or licensors) and are not assigned to the Customer. The same applies to the intellectual property rights vested in marketing materials made available to the Customer (whether or not for payment), such as product images, (online) brochures and catalogues. The Supplier's documents and data (including marketing materials made available free of charge or otherwise) remain the property of the Supplier and may not be distributed or made public without the express consent of the Supplier.
- 13.2 The Supplier (or its licensors) is the exclusive owner and holds the intellectual property rights to the PF Store and to the text and images (such as product photos, videos and illustrations) made accessible on the PF Store (or via tools on the PF Store). These materials may not be downloaded, reproduced and used by the Customer without the prior permission of the Supplier, subject to the conditions and restrictions applicable thereto. Disclosure or dissemination of these materials via the Customer's own websites, apps or (online) media or (social media) platforms is

expressly prohibited, except with prior permission or under the conditions specified in the PF Store.

- 13.3 The Supplier shall indemnify the Customer against third-party claims relating to infringement of intellectual property rights applicable in the European Union and the UK in respect of delivered Products, unless a claim is related to the Artwork on the Products and would not exist without this Artwork or in case of custom Products. The Customer may not rely on the indemnity unless: i) the claim has been reported to the Supplier in writing immediately upon becoming known to the Customer, ii) the Customer has complied with all reasonable instructions given by the Supplier to limit the loss iii) the Customer has complied with any restrictions imposed by the Supplier in relation to the resale of the Products, and iv) the Customer allows the Supplier to take over the defence of the Customer's claim and authorises (the lawyer of) the Supplier to (also) defend on behalf of the Customer in any legal procedure and/or to make a settlement, with the proviso that no settlement shall be made without the Customer's consent if this settlement involves obligations for the Customer.

14. Duty of care of Customer

- 14.1 The Customer shall treat the Products with due care, and shall not undertake any actions that might compromise the quality or safety of the Products, or the reputation of (the brands of) the Supplier.
- 14.2 The Customer shall at all times comply with the applicable national and international laws and regulations regarding the combating of corruption, bribery, money laundering, terrorism, boycott, conflict of interest and counterfeit goods.
- 14.3 The Customer and the Supplier declare that, in placing and executing Orders, they shall comply with the requirements for the protection of personal data set out in the General Data Protection Regulation (GDPR) and other applicable privacy legislation. For Orders related to personalised Products, where Products or packaging containing personal data are printed, the Supplier shall be deemed to be the processor and the Customer shall be the controller, and a processing agreement shall be concluded between the Supplier and the Customer and submitted by the Supplier.

15. Suspension and dissolution

- 15.1 In the event of a breach by the Customer of its obligations, the Supplier shall be entitled to suspend its obligations to the Customer or to rescind the Contract in whole or in part, without prejudice to its further rights, such as any right to compensation for costs, loss or statutory interest. In the performance is not permanently impossible, this right to suspend or rescind shall only arise after the Supplier has given the Customer written notice of default and the Customer has failed to comply within 14 days. Upon rescission on the grounds of this provision,

all outstanding invoices from the Supplier arising from the Contract or other agreements shall become immediately due and payable, without prejudice to the Supplier's further rights.

- 15.2 The Customer is not entitled to terminate the Contract except in the cases referred to in Articles 6.6 and 9.2 of these General Conditions and under the conditions stated therein. In the event that a part of the Products has already been delivered, the Supplier shall be entitled to a refund thereof.

16. Final provisions

- 16.1 Any dispute arising between the parties in connection with or resulting from a Contract (including these General Conditions) shall be submitted exclusively to the competent court in Amsterdam.
- 16.2 All obligations between the Supplier and the Customer in connection with these General Conditions and/or the offer, sale, order and delivery of Products shall be governed by Dutch law. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) are excluded.
- 16.3 For Customers located in the Netherlands and Belgium, the Dutch language version of these General Conditions shall prevail. For Customers located outside of the Netherlands and Belgium, the English language version shall prevail.
- 16.4 Following the formation of the Contract, the Supplier shall archive it for at least 7 years in connection with its obligation to keep records. Upon request, a copy of this shall be provided to the Customer by the Supplier. Insofar as the information requirements of Book 6 Article 227b (1) of the Dutch Civil Code have not been met in these General Conditions or other Contract documents, the application thereof is hereby excluded.