

## Kamparo BV General Terms and Conditions

### User of the General Terms and Conditions

The user of these General Terms and Conditions ("Conditions") is Kamparo BV ("Kamparo"). Kamparo is a non-specialized distributor of consumer goods. In these Conditions, the Other Party means the party which places an order with Kamparo, to which Kamparo makes an offer, or with which Kamparo enters into an agreement.

### Article 1. Applicability

1.1 All activities, work, and services of Kamparo and all its offers, for any product or service whatsoever and irrespective of whether Kamparo and the Other Party have entered into an agreement, are exclusively governed by these Conditions, with the exclusion of any other general terms and conditions. Kamparo explicitly rejects the applicability of any other general terms and conditions.

1.2 If Kamparo and the Other Party enter into an agreement, in any way, either by the acceptance of an offer made by Kamparo or by placing an order, such agreement shall be subject to these Conditions.

1.3 The provisions of these Conditions may only be departed from in writing and with the permission of Kamparo, in which case the provisions that are not departed from shall remain in full force.

1.4 All rights and claims, as stipulated on behalf of Kamparo in these Conditions and in additional agreements, if any, are similarly stipulated on behalf of any intermediaries and other parties contracted by Kamparo, provided that Kamparo has explicitly stated this in its correspondence with the Other Party.

### Article 2. Offers, agreements and orders

2.1 ALL PRODUCTS, ACTIVITIES AND/OR SERVICES OFFERED BY KAMPARO ARE EXCLUSIVELY OFFERED SUBJECT TO FINAL EXPLICIT WRITTEN ACCEPTANCE BY KAMPARO' SUPPLIER(S). ANY AGREEMENT BETWEEN KAMPARO AND THE OTHER PARTY SHALL NOT BE CONCLUDED UNTIL THIS EXPLICIT WRITTEN ACCEPTANCE IS OBTAINED AND KAMPARO HAS INFORMED THE OTHER PARTY OF THIS EXPLICIT WRITTEN ACCEPTANCE. UNTIL SUCH MOMENT, THE OTHER PARTY MAY NOT INVOKE ANY RIGHT, ON NO LEGAL BASIS WHATSOEVER, AGAINST KAMPARO. THIS CLAUSE IS APPLICABLE TO ALL ACTIVITIES OF AND TO ALL OFFERS MADE BY KAMPARO, WITH NO EXCEPTIONS.

2.2 All offers made by Kamparo are subject to contract and Kamparo explicitly reserves the right to change the prices it charges, especially when this is made necessary due to (statutory) requirements.

2.3 An agreement or order shall not be concluded or accepted until after it is accepted both by Kamparo and by its supplier(s). Kamparo and its supplier(s) may refuse to enter or accept any agreement or order or to make this subject to further conditions, unless it is explicitly agreed otherwise. Kamparo shall notify the Other Party within ten (10) days after it has received the Other Party's order if it refuses an order. There are no specific requirements as to the manner in which such notification must be given.

### Article 3. Prices and payment

3.1 All prices stated on the invoices for services and products provided are in Euros and are exclusive of turnover tax, processing and shipment costs, and any other taxes and charges, unless it is otherwise stated or otherwise agreed in writing.

3.2 All payments are due within fifteen (15) days after the invoice date, without any deductions or set-offs, unless it is otherwise agreed in writing.

3.3 Payment may be effected by bank or giro transfer. The date of payment in the case of payment by bank or giro transfer is the date on which the amount is credited to Kamparo' bank account.

3.4 If payment is not received within the stipulated term of payment, the Other Party owes Kamparo, if payment is received after the third reminder of Kamparo, seventy-five Euros (€ 75.00) exclusive of VAT, in administration

costs; if Kamparo decides to have payment collected by a collection agency, the Other Party shall, in addition, owe the collection costs, which shall amount to at least fifteen percent (15%) of the outstanding amount, without prejudice to Kamparo' right to demand payment of the extra-judicial collection costs actually incurred.

3.5 If the Other Party defaults on its payment obligations, Kamparo is entitled to suspend the (performance of the) appropriate agreement and any agreements related thereto, or to dissolve them.

3.6 If, during the period between the time when the order is placed and the time when it is executed, the prices for the relevant products and services increase, the Other Party shall be entitled to cancel the order within ten (10) days after having been notified by Kamparo of such price increase.

### Article 4. Delivery

4.1 The delivery times stated by Kamparo are by way of indication only. Exceeding of the delivery times does not entitle the Other Party to any compensation whatsoever, such as for instance damages, or give the Other Party the right to cancel or dissolve the agreement, unless the delivery time is exceeded to such extent that the Other Party may reasonably no longer be expected to respect the agreement. In that case, the Other Party shall be entitled to cancel its order.

4.2 Ownership of the products shall be transferred at the place where and the time when products are ready for shipment to the Other Party and the Other Party has paid for the products. The transport risk lies with the Other Party, which shall take adequate measures to ensure that the products arrive in a proper manner.

### Article 5. Retention of title

5.1 Legal title to the products delivered does not pass to the Other Party until the Other Party has fulfilled all of its payment obligations to Kamparo. The risk to the products passes to the Other Party at the time of delivery of the products. The intellectual property rights shall in no event pass to the Other Party.

### Article 6. Intellectual property rights

6.1 All intellectual property rights to the products and services shall remain with Kamparo or with its supplier(s). The Other Party undertakes to fully and unconditionally respect these intellectual property rights. In no event does the Other Party acquire any right to these intellectual property rights, unless it is explicitly otherwise agreed in writing.

6.2 Kamparo does not guarantee that the products and services provided to the Other Party do not violate any (unwritten) intellectual and/or industrial property rights of third parties. Kamparo shall in no event be liable towards the Other Party if it is established that the products and services do violate any (unwritten) intellectual and/or industrial property rights of third parties.

### Article 7. Complaints and liability

7.1 The Other Party shall inspect the products and services on their compliance with the agreement upon delivery. If this is not the case, the Other Party shall notify Kamparo thereof in writing, giving reasons, as soon as possible, and within seven (7) working days after the delivery at the latest, in the absence of which Kamparo will assume that the products and services comply with the agreement.

7.2 If it is shown that the products do not comply with the agreement, Kamparo shall replace the defective products with new products, provided the defective products are returned.

7.3 If the Other Party, regardless for what reasons, refuses to take delivery of a product or service, the Other Party shall be entitled to return the relevant product to Kamparo within seven (7) working days after delivery. Return shipments are only accepted within this context if the packaging of the product is undamaged and the seal of the packaging is unbroken; the costs for returning the product shall be for the account of the Other Party. Kamparo shall refund the price paid by the Other Party as quickly as possible, with the provision that Kamparo shall be entitled to set off any costs it has incurred with the amount to be refunded. The provisions of this paragraph shall also be applicable if the agreement was concluded electronically.

### Article 8. Orders/communications

8.1 Kamparo shall not be liable for any shortcomings, mutilations, delays or improper reception of orders and communications due to the use of the internet or any other means of communication in the contacts between the Other Party and Kamparo, or between Kamparo and third parties, insofar as the latter relates to a relationship between the Other Party and Kamparo, except if and when this is due to the intentional act or gross negligence on the part of Kamparo.

### Article 9. Force majeure

9.1 In the case of force majeure, Kamparo shall be entitled at its own discretion to suspend execution of the deliveries, without prejudice to any other rights it has and without being bound to pay any compensation or damages, unless this would be unacceptable in the relevant circumstances according to the principles of reasonableness and fairness.

9.2 Force majeure here means force majeure within the meaning of the Dutch Civil Code, which shall include any shortcoming that may not be attributed to Kamparo because it is not its fault and is not for its account either by law, by juristic act or according to generally accepted standards.

9.3 The Other Party shall not be allowed to suspend its obligations under the agreement or under its relationship with Kamparo, by invoking force majeure.

### Article 10. Miscellaneous

10.1 Kamparo shall send all orders or agreements to the visiting address of the Other Party as recorded in its client file only. The Other Party undertakes to notify Kamparo as quickly as possible if this address is not correct. Kamparo shall in no event be liable if it has sent products or agreements to an address that turns out to be incorrect.

10.2 If Kamparo, whether or not implicitly, allowed these Conditions or part of them to be departed from for any length of time, this is without prejudice to its right to demand immediate and strict compliance with these Conditions as yet. The Other Party shall in no event be entitled to invoke any rights due to the fact that Kamparo has been lenient in the application of these Conditions.

10.3 If one or more provisions of these Conditions or of any other agreement with Kamparo are in violation of any applicable statutory provision, the relevant provision shall be void and shall be replaced with a comparable provision, to be adopted by Kamparo, which shall be acceptable by law.

10.4 Kamparo shall be allowed to engage the services of third parties in the execution of its order(s).

### Article 11. Liability

11.1 Kamparo does not accept any liability towards the Other Party.

11.2 If, regardless on what grounds, Kamparo is nevertheless liable towards the Other Party, this liability shall in no event be for an amount exceeding the value of the agreement or, as the case may be, of the invoiced amount, between Kamparo and the Other Party, or, at the discretion of Kamparo, the amount paid out by Kamparo' insurer. Kamparo shall in no event be liable for indirect loss or damage, or loss arising from the death or from personal injury of the Other Party.

11.3 The Other Party shall limit the damage it suffers as much as possible. Kamparo shall in no event be liable if the Other Party fails to comply with its obligation to limit the damage.

### Article 12: Applicable law and competent court

12.1 All rights, obligations, offers, orders and agreements to which these Conditions are applicable, as well as these Conditions themselves, are exclusively governed by and construed in accordance with Netherlands law.

12.2 Any disputes between the parties regarding the conclusion, interpretation or execution of an order shall be submitted to the exclusive jurisdiction of the district court in Rotterdam, the Netherlands.

12.3 In the case of disputes regarding the interpretation of these General Terms and Conditions the text of the Dutch version shall take precedence.