

# **General Terms and Conditions of Sale and Delivery of Denlo Europe B.V.**

This English translation is provided for convenience only. In the event of any inconsistency or conflict between the original Dutch version and this translation, the Dutch version will prevail.

## **Article 1. Definitions**

In these general terms and conditions of sale and delivery the following terms have the following meanings:

- Denlo Europe: Denlo Europe B.V., with registered office at Terminalweg 15 (3821AJ) Amersfoort and registered with the Dutch Chamber of Commerce under number 77227638;
- Contract: any contract between Denlo Europe and the Customer and any amendment or addition thereto, including Distance Contracts;
- Goods: all tangible items delivered or to be delivered to the Customer in execution of a Contract;
- Services: services to be provided by Denlo Europe to a Customer, including, without limitation, consultancy services;
- Customer: a consumer who or business which enters into a Contract or Distance Contract with Denlo Europe;
- Loss or Damage: any direct financial loss or damage suffered by a Customer, with the exception of loss of sales, loss of profit and/or other direct or indirect consequential loss or damage, but including reasonable costs incurred for services provided by accountants, legal advisors and tax consultants in assessing the amount of loss or damage and to establish liability;
- Terms and Conditions: these general terms and conditions of sale and delivery;
- Remote Communication Technology: any means that can be used for concluding a Contract without the Customer and Denlo Europe being in physical proximity to each other, including, without limitation, fax, telephone and the internet;
- Distance Contract: a contract which is concluded in the context of a system, organized by Denlo Europe, of distance sales of Goods and/or distance provision of Services that relies entirely on one or more Remote Communication Technologies for the whole process up to and including the conclusion of the contract;
- Right of Withdrawal: the right of a consumer to cancel the Distance Contract within the cooling-off period;
- Cooling-off Period: the period during which a consumer may exercise his Right of Withdrawal.

## **Article 2. Applicability**

1. These Terms and Conditions apply to all legal relationships between Denlo Europe and the Customer, including offers and Contracts.
2. By accepting an offer made by Denlo Europe, the Customer also accepts the applicability of these Terms and Conditions. Denlo Europe expressly rejects the applicability of any general or standard terms and conditions of the Customer. Terms and conditions of the Customer that deviate from these Terms and Conditions and that have not been expressly accepted by Denlo Europe in writing prior to the formation of the Contract have no legal force vis-à-vis Denlo Europe and do not apply in the relationship with the Customer. The parties agree that Section 225 in Book 6 of the Dutch Civil Code does not apply.

3. Variations from and/or additions to these Terms and Conditions are effective only if and to the extent that they have been expressly accepted in writing by an authorized representative of Denlo Europe. An agreed variation or addition relates only to the delivery for which it has been agreed.
4. Before a Distance Contract is concluded, Denlo Europe will make the text of these Terms and Conditions available to the Customer. The text of these Terms and Conditions will in any case be made available to the Customer by electronic means via Denlo Europe's website in such a way that the Customer can easily store it on a durable data carrier. If this is not possible the Customer will be informed, prior to the conclusion of a Distance Contract, where he can access the Terms and Conditions by electronic means and that they will be sent to the Customer by electronic or other means, free of charge, at the Customer's request.
5. The Customer expressly agrees that these Terms and Conditions, regardless of renewed written confirmation, apply to all Contracts and, more specifically, to purchases or orders that have been communicated to Denlo Europe orally, by telephone, by fax or by email or by any other electronic means.

### Article 3. Offer, acceptance and orders

1. All offers and quotes made or issued in any way by or on behalf of Denlo Europe are without obligation, unless they specify a deadline for acceptance. If the Customer accepts a no-obligation offer, Denlo Europe has the right to revoke the offer.
2. If an offer has a limited period of validity or is subject to conditions, this will be explicitly stated by Denlo Europe. If a quote includes a no-obligation offer which is accepted, Denlo Europe has the right to revoke the offer within two working days of receipt of the acceptance.
3. The offer contains as complete and detailed a description as possible of the Goods and/or Services offered, so as to enable the Customer to properly assess the Goods/Services. Obvious mistakes or errors in the offer that are readily identifiable as such by the Customer are not binding on Denlo Europe. Colours, specifications, functional descriptions, drawings and photographs and generally any statements concerning properties, dimensions and weights of articles are stated, provided and made as accurately as possible but are not binding.
4. Offers and undertakings by intermediaries, representatives and/or employees engaged or designated by Denlo Europe are binding only if confirmed in writing by Denlo Europe.
5. It is entirely at Denlo Europe's discretion to accept or reject orders from a Customer.
6. A Contract is formed at the time when (1) Denlo Europe confirms an offer or order of the Customer in writing; (2) Denlo Europe starts performing the Contract, or (3) Denlo Europe sends an invoice to the Customer for the relevant Contract.
7. Orders from Customers accepted by Denlo Europe are considered specific in terms of category and brand only. If a version, model, type, packaging, etc. has been changed, Denlo Europe will have duly met its obligations by supplying the changed version, model, type, packaging, etc. at the applicable standard price.
8. Denlo Europe takes appropriate technical and organizational measures to secure the electronic transmission of data in case the Customer has accepted the offer by electronic means. Denlo Europe will implement appropriate security measures if the Customer is able to pay electronically. In this context Denlo Europe will provide a secure web environment.
9. Within the limits defined by law, Denlo Europe may ascertain whether the Customer is able to meet his payment obligations and make inquiries about all facts and factors that are relevant to ensure that a Contract is entered into prudently. If such an investigation gives

Denlo Europe good reason not to enter into the Contract, Denlo Europe may refuse an order or application stating the reasons, or may make performance conditional upon the fulfilment of special conditions.

10. If Denlo Europe is unable to properly perform or fulfil the Contract due to any unforeseeable event, such as force majeure (including circumstances or government measures in connection with the coronavirus or other pandemics or epidemics), strikes, technical malfunctions, lock-outs or otherwise, Denlo Europe will never be obliged to pay any compensation and this will be accepted by the Customer as a valid reason to cancel the Contract without the Customer being entitled to claim any compensation.
11. If the Customer has accepted the offer by electronic means, Denlo Europe will use electronic means to confirm receipt of acceptance of the offer. The Customer may cancel the Contract as long as receipt of such acceptance has not been confirmed by Denlo Europe. Denlo Europe is obliged to perform a Contract only after it has issued a written order confirmation to the Customer.
12. Undertakings given by employees, agents and/or other intermediaries are binding on Denlo Europe only if Denlo Europe has expressly confirmed the undertaking in question.

#### Article 4. Delivery, passing of risk, inspection and complaints

1. Unless otherwise agreed in writing, delivery will be ex Denlo Europe's distribution centre. The Goods to be delivered are at the Customer's risk and expense from the time they leave the distribution centre..
2. Denlo Europe has the right at all times to transport the Goods – ex warehouse – in the manner that is most suitable for the Goods and, if deemed expedient, to transport them together with goods to be delivered to other customers.
3. If and insofar as Denlo Europe takes care of the transport of the Goods, this does not affect the provisions of Paragraph 1 of this Article. The mode of transport is determined by Denlo Europe. The Customer is obliged to take delivery of the Goods at the agreed place of delivery and to unload them immediately.
4. The Customer is obliged to take delivery of the Goods within the delivery period agreed with Denlo Europe. On expiry of this period Denlo Europe has the right to demand payment of the price of the Goods of which the Customer has not yet taken delivery. The Customer agrees to this in advance.
5. If Denlo Europe arranges the transport of the Goods, whether or not on the Customer's instructions, Denlo Europe will be free to choose the packaging, the carrier and the route to be followed.
6. The Customer shall ensure that the Goods are adequately insured against all possible risks, including, without limitation, loss, theft, damage and/or destruction of the Goods, from the time when the Goods are at the Customer's risk and expense.
7. Denlo Europe has the right to deliver Goods in instalments, in which case the arrangements agreed between the parties with respect to such sales will apply to each individual instalment. Denlo Europe is entitled to invoice delivery instalments on a pro rata basis. If an order is delivered in instalments, each instalment will be regarded as a separate transaction.
8. If the date of actual delivery is postponed at the request or due to the actions of the Customer, if the Customer requests delivery in instalments and/or if Goods are not collected, the risk of the Goods will nevertheless pass to the Customer with effect from the time when the Goods are identified as 'the Customer's Goods' in the records and/or in the warehouse of Denlo Europe. From that time Denlo Europe will be entitled to invoice the

Goods to the Customer. Any costs of extra transport, storage, insurance and/or other additional costs are payable by the Customer.

9. Upon delivery, the Customer must examine whether the Goods comply with the Contract (correct product, correct quality, correct quantity, absence of damage, etc.). If the Goods do not comply with the Contract, the Customer cannot derive any rights from this if the Customer fails to notify Denlo Europe thereof in writing, providing substantiation for his claim, in case of visible defects within two working days of delivery, and in case of hidden defects within two days of discovery but no later than seven days after delivery. Furthermore, the Customer's right of complaint will lapse if he fails to cooperate sufficiently with Denlo Europe's investigation into the merits of the complaint submitted. The Customer shall enable Denlo Europe to inspect the Goods.
10. Changes in technical insights in the sector and/or in government regulations are at the Customer's risk. Minor or technically unavoidable variations in quality, quantity, dimensions, colour, size, etc. do not constitute grounds for complaints. The same applies to colour differences as a result of light incidence and/or weather influences.
11. A reasonable tolerance (reasonable taking into account what is still considered acceptable in the sector in which Denlo Europe operates) with regard to numbers, sizes and weights will not and cannot be a ground for the Customer to seek compensation or to cancel the order.
12. Denlo Europe reserves the right to make changes to the articles or Goods, provided that the functional characteristics of these articles or Goods are not impaired. The weight, colours and quality of the Goods at the time when they leave the warehouse of Denlo Europe are decisive for the assessment of Denlo Europe's performance.
13. Returns of Goods will be accepted only after Denlo Europe has given its prior written approval. The Customer will bear the costs and risks associated with returns of Goods.
14. If Denlo Europe sells Goods on the basis of samples, minor deviations from the samples will be allowed. Denlo Europe is not obliged to take back Goods purchased on sample or selected at Denlo Europe's premises. The right of complaint will also lapse if the Customer fails to meet his obligations or if the Goods have been put into use, have been processed and/or have been treated.
15. If Goods delivered are defective and all procedural requirements mentioned above have been observed, Denlo Europe will, at its discretion, repair (or have repaired) the defective Goods, or replace them with non-defective Goods, or credit the Customer for the amount corresponding to the complaint. Denlo Europe is not liable for any loss or damage suffered by the Customer in respect of defective Goods.

#### Article 5. Services

1. If Denlo Europe provides Services to the Customer, Denlo Europe will endeavour to perform these Services to the best of its ability.
2. The Customer agrees that Denlo Europe may engage one or more third parties for the performance of Services. Denlo Europe will not be liable for any failure in performance by third parties not employed by Denlo Europe, except in case of wilful intent or gross negligence on the part of Denlo Europe. The right to engage third parties also includes the right to agree, on behalf of the Customer, to a limitation of liability by such third parties.

#### Article 6. Delivery periods

1. Under no circumstances will specified or agreed delivery periods be of the essence. In case of late delivery, Denlo Europe will not be in default until it has been served with a

written notice of default setting a further and reasonable term for delivery of no less than 30 days, while the Customer will remain fully obliged to take delivery of the Goods.

2. Delivery periods are determined by Denlo Europe and are always estimates. Denlo Europe is therefore never bound by the estimated delivery periods and reserves the right to deviate from them within reason.
3. If an agreed delivery date/time is exceeded, this does not entitle the Customer to claim compensation in any form, to refuse acceptance, to cancel the Contract in its entirety or to suspend fulfilment of all or part of the Customer's obligations under the Contract.
4. If the Customer does not make the information required for the execution of the delivery order available to Denlo Europe in a timely manner, the delivery dates will in any event be deferred for the period during which Denlo Europe has had to wait for this information.
5. If default arises after a notice of default has been served, Denlo Europe will negotiate with the Customer about performance or cancellation of the Contract. The Customer may claim compensation for loss or damage only if this has been agreed in writing in advance. Any compensation to be paid by Denlo Europe will never exceed the part of the invoice amount relating to the Goods not delivered, not delivered on time, not delivered correctly or not delivered in full.

#### Article 7. Prices, payment and set-off

1. The Customer will be charged for the Goods delivered and/or the Services provided to the Customer at the prices charged by Denlo Europe for those Goods and/or Services on the day of delivery, even if a different price has explicitly been agreed. If the price charged exceeds the price initially agreed by more than 10%, the Customer has the right to cancel the Contract in writing immediately after the Customer is informed of the price increase. After that, the right to cancel the Contract will lapse. The Customer is not entitled to cancel the Contract on this ground if the price increase is the result of government measures or higher transport costs.
2. All prices are exclusive of VAT, packaging costs, waste disposal fees and any other government taxes and levies due as applicable at the time of delivery, except as expressly otherwise stated. Unless otherwise agreed, transport costs, shipping costs and/or postage and costs with respect to insurance of the Goods are payable by the Customer.
3. Denlo Europe has the right at all times to transport the Goods – ex warehouse – in the manner that is most suitable for the Goods and, if deemed expedient, to transport them together with goods to be delivered to other customers.
4. Payment to Denlo Europe must be made within 5 days of the invoice date in the manner to be indicated by Denlo Europe. Delivery will not be made until full payment has been received, except as otherwise agreed in writing by the parties.
5. Payment must be made in the invoiced currency without any set-off, deduction or deferment. Denlo Europe is entitled to set off amounts owed at any time by the Customer to Denlo Europe against amounts owed by Denlo Europe or any of its affiliates to the Customer.
6. If payment is not made within 5 days of the invoice date, or at least within the agreed payment terms, the Customer will be in default by operation of law without any notice of default being required. In the event of default, all payment obligations of the Customer will be immediately due and payable and the Customer will be obliged to pay default interest to Denlo Europe on amounts due at a rate equal to the statutory interest rate applying to commercial debts pursuant to Section 119a in Book 6 of the Dutch Civil Code plus two (2) percentage points. In addition, the Customer owes Denlo Europe a late payment surcharge equal to 3% of the outstanding invoice amount.

7. If there is good reason to fear that the Customer will not promptly fulfil his obligations, all amounts owed by the Customer to Denlo Europe will be immediately due and payable and the Customer will be obliged to immediately provide sufficient security, at Denlo Europe's request, in the form specified by Denlo Europe and to supplement this security, if necessary, for the fulfilment of all his obligations. As long as the Customer has not done so, Denlo Europe will be entitled to suspend the fulfilment of its obligations.
8. In case the Customer is not a private/natural person (consumer) but acts in the course of a profession or business, Denlo Europe has the right to charge the Customer for all extrajudicial collection costs and other extrajudicial costs incurred by Denlo Europe as a consequence of the Customer's failure to meet its payment obligations, and Denlo Europe will then have the right to charge extrajudicial collection costs to the Customer equal to 15% of the principal amount due, subject to a minimum of €1,000. The Customer acknowledges the applicability of the provisions of this Article relating to collection costs and accepts those costs as fair and reasonable.
9. In case the Customer is a private/natural person (consumer) who does not act in the course of a profession or business, to be decided at the discretion of Denlo Europe, Denlo Europe has the right to charge the Customer for all extrajudicial collection costs and other extrajudicial costs incurred by Denlo Europe as a consequence of the Customer's failure to meet his payment obligations, and Denlo Europe will then charge the following costs, according to the graduated scale below, in accordance with the Dutch statutory provisions on collection costs, plus VAT where applicable:
  - the charge for extrajudicial costs in respect of an overdue amount of up to €2,500 is a maximum of 15% of the principal amount, subject to a minimum of €40;
  - the charge for extrajudicial costs in respect of the next €2,500 overdue (to €5,000) is a maximum of 10% of the principal amount;
  - the charge for extrajudicial costs in respect of the next €5,000 overdue (to €10,000) is a maximum of 5% of the principal amount;
  - the charge for extrajudicial costs in respect of the next €190,000 overdue (to €200,000) is a maximum of 1% of the principal amount;
  - the charge for extrajudicial costs in respect of the excess (over €200,000) is 0.50% of the principal amount, subject to a maximum of €6,775.
10. The collection costs described in Paragraph 9 of this Article will be charged to the Customer if the Customer fails to pay the principal amount due in full to Denlo Europe within 7 days of the date of an initial written payment reminder or demand for payment sent by Denlo Europe to the Customer.
11. The Customer may object to an invoice only in writing within 8 days of the invoice date. After expiry of that period, the Customer is deemed to have agreed to the invoice in question. Invoices that have already been paid may no longer be objected to and will be deemed to have been irrevocably accepted by the Customer.
12. Payments made by or on behalf of the Customer will first be applied to the extrajudicial collection costs payable by the Customer, then to the judicial costs and court fees, then to the interest payable and finally to the outstanding principal amounts, on an oldest-first basis, notwithstanding any statement to the contrary by the Customer.
13. If the Customer is a consumer and buys Goods under a Distance Contract, the consumer has the right to cancel the Distance Contract without reason given within 14 calendar days of the day of receipt of the Goods by or on behalf of the Customer. In that case no cancellation costs will be charged if the Customer exercises his Right of Withdrawal within the aforesaid period of 14 calendar days, and the Customer will only be charged for the costs of returning the Goods. For this purpose the Customer must use the form made available by Denlo Europe. If returned Goods are damaged due to the fault of the

consumer, Denlo Europe is not obliged to refund the decrease in value to the Customer/consumer.

If the consumer wishes to exercise the Right of Withdrawal, he may unpack or use the Goods only to the extent necessary to assess whether the consumer wishes to keep the Goods. During this period the consumer must handle the Goods and the packaging with care. The consumer must return the Goods to Denlo Europe with all components and accessories delivered and, as far as possible, in their original condition and packaging, in accordance with Denlo Europe's reasonable and clear instructions. The consumer must return the Goods to Denlo Europe within 14 days of exercising his Right of Withdrawal, unless Denlo Europe has offered to collect the Goods from the consumer. If such consumer has paid an amount, Denlo Europe will refund this amount, including the shipping costs paid by the consumer, within 14 days of receipt of the returned Goods.

#### Article 8 Retention of title and right of retention

1. Denlo Europe retains title to the Goods until the following have been paid to Denlo Europe in full:
  - the amounts owed by the Customer for all Goods and/or Services delivered or to be delivered by Denlo Europe; *and*
  - all amounts owed by the Customer to Denlo Europe on account of the Customer's failure to meet his obligations.
2. If the retention of title is invoked, the Customer is not entitled to compensation for the storage costs and the Customer may not invoke a right of retention with respect thereto. Any costs arising from this retention of title will be borne by the Customer.
3. If the Customer is in default of the obligations referred to in Article 7, or if Denlo Europe, in its opinion, has good reason to fear that the Customer will not meet its obligations, Denlo Europe will be entitled to retrieve the Goods belonging to Denlo Europe and to collect them (or have them collected) from the place where they are located. The Customer hereby irrevocably authorizes Denlo Europe to enter the premises used by or for the Customer, or to have others enter such premises, for that purpose. If the Customer fails to comply with the provisions of this Paragraph upon request, the Customer will be liable to pay Denlo Europe a penalty equal to 10% per day of the amount per day still owed by the Customer to Denlo Europe, which penalty will be immediately due and payable.
4. The Customer may resell or use the Goods delivered subject to retention of title, if and insofar as necessary, solely in the normal course of his business. In the event of sale, the Customer is obliged to deliver these Goods also and only subject to this retention of title clause and in accordance with the provisions of this Article. An exception applies if the Customer is declared bankrupt, placed into liquidation or has obtained court protection from creditors (moratorium), in which case a resale in the normal course of business is not permitted. The Customer is not entitled to pledge to third parties the Goods delivered subject to retention of title, to use them as security, in the broadest sense of the word, for the benefit of third parties, and/or to create any limited right on those Goods.
5. The Customer is obliged to keep the Goods delivered subject to retention of title carefully and in such a way that they are identifiable as the property of Denlo Europe, and to take out adequate insurance to cover them against all business and other risks (including, without limitation, fire, theft, water damage, explosion, etc.). The Customer shall provide Denlo Europe upon request with copies of the relevant insurance policies, including proof of timely premium payment.
6. The Customer hereby creates a pledge, for the benefit of Denlo Europe, on Goods delivered that have passed into the ownership of the Customer by payment - or that have

been processed - and that are still in the Customer's possession, as security for the payment of any amounts, other than those referred to in Paragraph 1 of this Article, owed at any time by the Customer to Denlo Europe (including, without limitation, future claims). The Customer shall hand the Goods subject to this pledge to Denlo Europe at Denlo Europe's request for the establishment of a possessory pledge. Paragraph 3 of this Article applies thereto by analogy.

7. As soon as the Customer is in default, is declared bankrupt or placed into liquidation or obtains court protection from creditors (moratorium), all amounts owed to Denlo Europe will be immediately due and payable. In that case the Customer is no longer entitled to use, sell or process the Goods and is required to immediately keep them at the full disposal of Denlo Europe.
8. Denlo Europe has the right to exercise a right of retention - on the basis of all claims which Denlo Europe has against the Customer under the Contract and these Terms and Conditions and that have fallen due - in respect of the goods or other values in its possession, and to regard these as security for the fulfilment of the Customer's obligations.
9. Until the Customer has fully met his payment obligations to Denlo Europe, the Customer is not entitled to pledge to third parties and/or to create a non-possessory pledge on Goods delivered and/or to place the Goods under the actual control of one or more financiers for storage (warrantage), as this will be regarded as an attributable failure to perform on the Customer's part. Denlo Europe may then immediately suspend its obligations under the Contract or cancel the Contract without being obliged to give any notice of default, without prejudice to the user's right to compensation for loss or damage, lost profit and interest.
10. The Customer is obliged, furthermore, to do the following at the request of Denlo Europe:
  - to pledge to Denlo Europe any claims of the Customer against insurers in respect of the Goods referred to in this article; and/or
  - to pledge to Denlo Europe any claims of the Customer against his debtors in respect of the Goods referred to in this article; and/or
  - to cooperate in other ways with all reasonable measures that Denlo Europe wishes to take to protect its interests and/or property rights, provided that the measures to be taken do not disproportionately impede the Customer's business operations.

#### Article 9. Warranty and conformity

1. Denlo Europe does not give any warranty on Goods other than or beyond the warranty given by its third-party suppliers and/or producers on the Goods in question.
2. If a third-party supplier and/or producer generally does not give a warranty on Goods, Denlo Europe warrants that the Goods in question have the properties they may be expected to have, for a period of time after purchase that is reasonable for such Goods. If it becomes apparent within this warranty period that the Goods are defective, the Customer will return the Goods to Denlo Europe. Denlo Europe will repair or replace the defective Goods. Denlo Europe will not be bound to do more than that. In no event will Denlo Europe be liable to pay any compensation for the possible defectiveness of Goods during the warranty period.
3. Any repairs and/or modifications of Goods without Denlo Europe's written permission will void any warranty. The same applies if Goods are not handled and/or cleaned in accordance with the relevant instructions.
4. Where Goods are resold to third parties, the Customer will not provide any warranty beyond that set out in this Article.
5. Denlo Europe warrants that the Goods it delivers and/or the Services it provides comply with the Contract and the reasonable requirements of usability and/or reliability and with



the statutory provisions and/or government regulations in force on the date of conclusion of the Contract.

6. No warranty is given on Services. With respect to the provision of Services, Denlo Europe is under a best efforts obligation only, never under an obligation to achieve a specific result.

#### Article 10. Liability and force majeure

1. If delivered Goods are defective, Denlo Europe's liability is limited to fulfilment of the warranty obligations set forth in Article 9 of these Terms and Conditions.
2. In all other cases (including a situation where Denlo Europe provides Services and/or Denlo Europe does not fulfil its warranty obligations for any reason), Denlo Europe's liability is limited to compensation for Loss or Damage due to wilful intent or gross negligence on the part of Denlo Europe or its employees. Denlo Europe will not be liable for any other loss or damage in any form or of any kind.
3. Denlo Europe will not be liable for any loss or damage arising in connection with communications, explanations or advice in the broadest sense of the word provided by Denlo Europe (or intermediaries, representatives and employees engaged or designated by Denlo Europe), including (without limitation) with regard to loading, unloading, transport, storage, safekeeping, use, composition and/or suitability of Goods delivered by Denlo Europe or third parties to the Customer.
4. Denlo Europe is not liable for any loss or damage, in particular consequential loss or damage, trading loss and/or personal injury suffered by the Customer and/or his auxiliary persons, such as employees, and/or other third parties or customers of the Customer, as a direct or indirect consequence of defects in Goods, packaging materials, tools and the like delivered by Denlo Europe, or suffered as a result of the conduct of third parties or its employees or its auxiliary persons (this does not include wilful intent and gross negligence on the part of auxiliary executive staff), without prejudice to the statutory liability in respect of defective products (product liability).
5. In no event will Denlo Europe be obliged to pay compensation in an amount which exceeds the amount it can recover from its insurers in respect of the loss or damage for which it is held liable, plus the deductible payable by Denlo Europe under that insurance. If insurers do not pay out or the loss or damage is not covered by an insurance policy, Denlo Europe's liability for Loss or Damage will be limited to an amount not exceeding the net invoice value of the Goods / Service in question, subject to a maximum of €10,000.
6. Denlo Europe reserves all statutory and contractual defences it may raise in order to avoid or limit its own liability to the Customer, also on behalf of its subordinates, the non-subordinates for whose conduct Denlo Europe would be liable by law and Denlo Europe's third-party suppliers.
7. Any risk of error is borne by the Customer and error may never be invoked as a reason for cancellation of the Contract.
8. Any liability of Denlo Europe to the Customer will cease one year after (1) the Goods have been delivered to the Customer and/or (2) the Services for the Customer have been completed.
9. Denlo Europe will not be liable for any delay, non-delivery or incorrect delivery as a direct or indirect result of force majeure. Force majeure includes any circumstance beyond the will and control of Denlo Europe that prevents the normal performance of the Contract or impedes it to such an extent that Denlo Europe cannot reasonably be required to perform the Contract, including strikes, illness and/or excessive absenteeism due to illness, lack of persons, raw materials and/or materials, government measures, including import and export measures, shortcomings on the part of third parties engaged by Denlo Europe

(including third-party suppliers), defects in and/or damage to means of production, transport impediments and/or traffic disruptions, any circumstance in connection with the coronavirus (COVID-19) or other pandemics or epidemics, including related government measures, etc.

Denlo Europe may also claim force majeure if the force majeure event in question occurred after delivery should have been made by Denlo Europe.

10. Without prejudice to any other rights which the parties may have, force majeure entitles both parties to cancel the part of the Contract that has not yet been performed once the force majeure event has continued for 1 month, without either party being liable to pay any compensation to the other party. Paragraph 7 of Article 4 of these Terms and Conditions applies by analogy.
11. Denlo Europe has the right to suspend fulfilment of its obligations if Denlo Europe or third parties engaged by Denlo Europe (such as third-party suppliers) are (temporarily) prevented by force majeure from meeting their obligations to the Customer. Once the force majeure event has ceased, Denlo Europe will meet its obligations as soon as its time schedule allows.
12. The Customer is not entitled to compensation for any loss or damage suffered or to be suffered as a result of force majeure, suspension or cancellation as referred to in the preceding Paragraph.
13. If the Customer cancels a Contract for any reason, for example due to force majeure, the Customer will be liable to pay a cancellation fee to Denlo Europe if the Customer is a business customer. The guiding principle is that a Contract may be cancelled by the Customer only with Denlo Europe's prior consent. In the event of cancellation, the Customer will be liable to pay compensation to Denlo Europe equal to 30% of the purchase price or the agreed price.  
In the event of cancellation within the withdrawal period by a Customer who is a consumer, the provisions of Paragraph 13 of Article 7 apply.
14. Denlo Europe may cancel the Contract in whole or in part due to unforeseen circumstances that are of such a nature that the Customer may not, according to the criteria of reason and fairness, expect the Contract to remain in force unamended. The amendment or cancellation may have retroactive effect. Unforeseen circumstances also include unforeseen circumstances resulting from the coronavirus (COVID-19) or other pandemics or epidemics, including possible government measures taken in connection with the coronavirus (COVID-19) or other pandemics or epidemics.

#### Article 11. Intellectual property

1. All documents, sales brochures, images, drawings, quotes, specifications, designs, etc. provided by Denlo Europe to the Customer remain the property of Denlo Europe. The Customer is not entitled to use them for any purpose other than that for which they were made available to the Customer.
2. The Customer is not entitled to disclose to third parties the documents referred to in the preceding Paragraph or the information contained therein or information that has otherwise come to the Customer's knowledge, to allow inspection thereof, and the Customer will immediately return those documents to Denlo Europe upon request, without retaining copies thereof.
3. In the event of unauthorized use of the documents – expressly including drawings, specifications, quotes, designs, etc. – the Customer is obliged to compensate Denlo Europe for any loss or damage it suffers as a result, including, without limitation, loss of

turnover/profit and the costs involved in preparing the relevant designs if these were made exclusively for the Customer.

#### Article 12. Cancellation

1. If the Customer fails to meet any obligation under the Contract in full, on time or at all, as well as if the Customer's business is placed into liquidation, obtains court protection from creditors (moratorium), is placed under administration, is closed down or is wound up, Denlo Europe will be entitled, at its discretion, to cancel the Contract in whole or in part or to suspend further performance of the Contract, without being liable to pay compensation and without prejudice to its other rights. Furthermore, all amounts owed by the Customer to Denlo Europe will become immediately due and payable in that case.
2. If the Contract is cancelled by the Customer (regardless of the reason) or if it is cancelled by Denlo Europe by virtue of Paragraph 1, the Customer will be obliged to compensate Denlo Europe for the loss or damage suffered by Denlo Europe as a result thereof, which loss or damage will be at least equal to the amount of instalments already paid under the relevant Contract, in which connection due account must be taken of the provisions of Paragraph 13 of Article 10. If the Customer has not yet paid any instalments to Denlo Europe, Denlo Europe will be entitled to charge the cancellation fee described in Paragraph 13 of Article 10.

#### Article 13. Validity, interpretation and change of address

1. If and to the extent that any provision of these Terms and Conditions cannot be invoked because this is precluded by the principles of reasonableness and fairness or because of its unreasonably onerous nature, then such provision will be construed as having a meaning that allows it to be invoked and that corresponds as closely as possible to its original purport and tenor.
2. If these Terms and Conditions and the Contract contain conflicting provisions, the provisions included in the Contract with the Customer will prevail.
3. If any provision of these Terms and Conditions is invalid or otherwise unenforceable, this will not affect the validity of the remaining provisions of these Terms and Conditions.
4. Denlo Europe's failure at any time to require strict compliance with any of the provisions of these Terms and Conditions does not constitute a waiver by Denlo Europe of its right to require strict compliance at any other time.
5. The Customer is obliged to inform Denlo Europe in writing immediately of any change of address. Goods delivered to the Customer's last address known to Denlo Europe will be deemed to have been received by the Customer.

#### Article 14. Privacy

1. The Customer gives permission to Denlo Europe to include the personal data provided when placing an order or concluding the Contract in documents of Denlo Europe and in files of Denlo Europe. These data are intended exclusively for internal use, invoicing, customer relationship management, promotional campaigns, market studies and the provision of various kinds of information. The Customer has the right of access to and rectification of the recorded data and may exercise these rights by submitting a written request to Denlo Europe.

#### Article 15. Governing law and competent court

1. All legal relationships between Denlo Europe and the Customer are governed by the laws of the Netherlands. The UN Convention on Contracts for the International Sale of Goods (CISG) is expressly disclaimed.
2. Any disputes arising out of these Terms and Conditions or a Contract – including disputes that are regarded as such by only one of the parties – will in the first instance be submitted to the jurisdiction of the competent courts in the Netherlands, except as otherwise agreed in writing by the parties with respect to a possible alternative form of dispute resolution, such as arbitration, a binding opinion procedure and/or mediation.

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