

## GENERAL TERMS AND CONDITIONS OF SWEEPS BV

### Article 1 – definitions

- a. Seller: Sweeps BV, with its registered office in Amsterdam, the Netherlands, Chamber of Commerce no. 60493887.
- b. Client: every legal entity, acting in the exercise of a profession or business, not being a consumer, which provides an order to Sweeps to provide services or to produce and/or deliver goods.
- c. Agreement: the agreement between Sweeps and Client to provide services and/or produce and/or deliver goods.
- d. Consumer: a natural person not acting in the exercise of a profession or business.
- e. Amounts and prices: all amounts and/or prices that are specified on behalf of Sweeps in tenders or agreements are exclusive of VAT.

### Article 2 – applicability

- a. These terms and conditions apply to every Agreement between Sweeps and Client.
- b. Sweeps provides these terms and conditions simultaneously with the tender or in any other written or electronic form during the process of reaching an Agreement.
- c. These terms and conditions always prevail over any terms and conditions applied by Client. The applicability of any general terms and conditions of Client is explicitly rejected by Sweeps.

### Article 3 – tenders, orders, agreement

- a. Client is obligated to take the initiative in providing Sweeps all relevant information that is necessary or could be necessary for the correct implementation of the Agreement.
- b. Sweeps submits tenders in writing.
- c. The tender is dated and remains valid for a period of 30 days after its date, unless the tender explicitly specifies otherwise.

- d. The tender contains a clear description of the activities to be carried out and/or the goods to be produced and/or delivered, including pricing on the basis of the information provided by Client to Sweeps.
- e. The tender is to be considered an offer and results in an Agreement only after written confirmation has been provided by Client in that regard.
- f. Sweeps retains ownership of all intellectual property rights pertaining to all (product) names, logos, specifications, designs, images, and drawings that have been provided to Client or made available to Client for perusal/information in whatever manner, shape or form. All the above-mentioned rights remain the property of Sweeps.
- g. During the term of validity of the tender, Client is not permitted to copy in any manner, reproduce, publish, exploit, use, trade, or exhibit any products/information/data to which intellectual property rights apply as referred to above under 3 f that have been provided to Client within the framework of the tender without written permission from Sweeps. As soon as Sweeps makes a first request to that end but in any case before the end of the term of validity of the tender if an Agreement is not reached, the above-mentioned products/information/data must be returned by Client to Sweeps.
- h. If Sweeps and Client enter into an Agreement, then written agreements will also be included in the Agreement, or else in other documents elaborating on or implementing the Agreement, as to whether and, if so, under which conditions, Client will be allowed to make use of the intellectual property rights owned by Sweeps for the duration of the Agreement. If no such written agreements are entered into, then it will be assumed that Client has no rights whatsoever in that regard.
- i. If Client places an order directly with Sweeps for the delivery of goods and/or services without any tender having been received beforehand from Sweeps, then this will result in an agreement only if this order is confirmed in writing by Sweeps. Before any such confirmation takes place, Sweeps will provide Client with a copy of the General Terms and Conditions of Sweeps, which will therefore apply to the Agreement to be reached unless Client immediately cancels the order after receiving the General Terms and Conditions or at least before the moment that Sweeps sends a written order confirmation. The General Terms and Conditions do not have to be sent if Client and Sweeps are acting within the framework of an existing business relationship and Client is therefore already aware of the applicability of the General Terms and Conditions of Sweeps or could reasonably be assumed to have been able to be aware of them.

#### Article 4 – prices, pricing, and delivery

- a. All prices mentioned by Sweeps are exclusive of VAT and exclusive of any other taxes, duties, and/or surcharges levied by or on behalf of the government, unless explicitly agreed upon otherwise in the Agreement.
- b. The payment term for goods and/or services delivered is 30 days after the date of the invoice, unless explicitly agreed upon otherwise. If payment is not made on time and/or in full, Client will be considered in default starting on the 31<sup>st</sup> day after the date of the invoice, and Sweeps will be entitled to take any and all legal measures necessary for the purpose of collecting payment. Any associated collection costs, with a minimum of 15% of the invoiced amount still outstanding ex VAT, will be owed by Client, in addition to the legally applicable interest that will be owed starting from the 31<sup>st</sup> day after the date of the invoice concerned.
- c. If goods to be delivered by Sweeps are to be delivered within the Benelux and the amount to be delivered is a minimum of 1 pallet, then the goods will be delivered carriage paid to the delivery address within the timeframe agreed upon by Client and Sweeps in a manner determined by Sweeps by a transport company chosen by Sweeps. Client will bear the risk of the goods during transport.
- d. If client desires a method of delivery/transport other than that specified above under c, then the extra costs involved must be paid by Client in full before the transport.
- e. For delivery outside the Benelux, Client must pay the transport costs unless agreed upon otherwise.
- f. Client is obligated to take receipt of the goods upon delivery. If Client refuses to take receipt of the goods for whatever reason or fails to provide information or instructions that are needed for a proper and/or timely delivery, then all the resulting (extra) costs, including any costs incurred for storage of the goods, must be paid by Client, without this in any way affecting the obligation of the Client to take receipt of and pay for the goods delivered.
- g. Delivery by Sweeps always takes place subject to full retention of title of the goods delivered or to be delivered to Client, which retention of title will remain in place until full payment has been made for all goods ordered and/or delivered within the framework of the Agreement concerned. If Client markets and/or sells the goods delivered to him by Sweeps before Client has complied with all his payment obligations to Sweeps, then Sweeps will still be considered as retaining title to the goods concerned, and Sweeps will be authorized to return or have these goods returned to Sweeps at the cost of Client. This retention of title also explicitly applies to goods delivered by Sweeps and not paid for that are under the control of or in the

possession of the Client at a time when Client unexpectedly applies for a suspension of payments or is declared bankrupt.

- h. A delivery time agreed upon is not a firm deadline for Sweeps unless explicitly agreed upon otherwise. If a delivery time turns out not to be feasible for Sweeps, then Sweeps is obligated to inform Client accordingly as soon as possible together with an indication of the new delivery date.
- i. If interim changes in the order provided to Sweeps or the Agreement with Sweeps result in a longer implementation period of the Agreement, then the delivery time/date will be extended by the same period of time.
- j. As long as it does not lead to increased costs for Client, Sweeps is allowed to deliver the goods spread out over several deliveries, whereby each separate delivery may be invoiced separately.
- k. Sweeps is allowed to increase the agreed-upon price for the goods during the term of the agreement by a maximum of 10% if there are grounds for doing so due to higher raw material costs, exchange-rate costs, and other costs which Sweeps cannot directly influence but which increase the cost of production and/or delivery.

#### Article 5 – termination of the agreement, exigibility

- a. Unless set down otherwise in these General Terms and Conditions, an Agreement can be terminated only in writing, subject to the provisions set down in the Agreement in question with regard to cancellation and/or other ways of termination.
- b. Sweeps will in any case have the right to demand immediate payment of all amounts owed if Client applies for suspension of payments or applies for bankruptcy or is declared, bankrupt, or if goods to which Sweeps retains title are seized that are held by Client or are managed/controlled or possessed by Client, or the Client's enterprise is liquidated or dissolved.
- c. Sweeps will also have the right to demand immediate payment of amounts owed if Client is requested to provide security or guarantees for complying with its obligations towards Sweeps and these guarantees or security are not provided or not provided in a timely fashion. Sweeps will then be allowed to immediately suspend its obligations and/or to implement its retention of title by demanding the return of goods already delivered and/or to immediately terminate the Agreement without having to give any notice.

## Article 6 – liability, shortcomings

- a. Sweeps and Client are both obligated to take all reasonable measures to prevent or limit damage or potential damage.
- b. Client is responsible for the correctness and completeness of the information/data provided by Client to Sweeps that is relevant for Sweeps in order to be able to implement the Agreement properly.
- c. Client accepts, as an inherent aspect of the market, the type of product, and the production method, that the products delivered by Sweeps may deviate marginally from the specifications and/or quantities agreed upon by Sweeps and Client. Sweeps cannot be held liable for any such deviations, and they can also not constitute grounds for terminating the Agreement.
- d. Client is obligated to check the quality and quantity of goods delivered to him. If Client has grounds for submitting a complaint, then he must do so within 5 days after receiving the goods in question. If Client sells or delivers the goods with respect to which a complaint has been submitted to a third party before Sweeps has had the opportunity to form its own opinion about the quality and quantity of the goods concerned, then this will by itself eliminate any possibility of having the complaint honoured.
- e. Any complaint must be submitted in writing by registered post or else by email whereby a confirmation of receipt must be requested and provided, together with a specification of the nature and scale of the shortcomings/defects discovered.
- f. Submitting a complaint with regard to a shortcoming or defect does not release Client from his obligation to make payment in accordance with the written agreements entered into.
- g. Client may return goods to Sweeps regarding which a complaint has been submitted only after written permission has been received from Sweeps beforehand.
- h. Any liability on the part of Sweeps is limited to the amount invoiced for the goods delivered to which the liability applies, but any such liability can only come into play if the goods have already been fully paid for by Client.
- i. Sweeps is not liable for any form of consequential loss on the part of Client or third parties.
- j. Sweeps is not liable for any damage that results from an incorrect use or incorrect handling of the goods delivered. Incorrect use is defined as any use other than the use for which the products delivered are intended or any use that is not in compliance with the user instructions.
- k. Clients indemnifies Sweeps against any and all damage claims by third parties in connection with goods and/or services delivered by Sweeps to Client, in so far as such damages are not

for the account and risk of Sweeps in the relationship to Client pursuant to the agreement and these general terms and conditions.

- I. Limitations of liability do not apply in case of wilful misconduct or recklessness on the part of Sweeps.

#### Article 7 – recall campaign

If a situation arises in which, in order to prevent damage to the company's image and/or the public health, it is necessary to recall goods already delivered by Sweeps that are being offered for sale or have already been sold to retail or other channels by Client, then Sweeps and Client will immediately take all measures that can reasonably be expected of them. Such a situation will in any case exist if Sweeps considers that there are sufficient grounds for it. Sweeps and Client will then consider and discuss the question of liability in such a situation or else they will leave this issue to the appropriate legal authorities for judgment.

#### Article 8 – confidentiality

- a. Before, during, and after the implementation of the Agreement, Client is not permitted to provide any information about the Agreement to third parties without written permission from Sweeps beforehand.
- b. Client, client's employees, and/or any third parties deployed by Client are obligated to observe strict confidentiality with regard to all information that they may be given access to in connection with the Agreement or its implementation.

#### Article 9 – resolution of disputes

- a. These general terms and conditions as well as the agreement to be entered into with Client are subject to Dutch law.
  - b. Any disputes that arise in connection with these general terms and conditions or the Agreement to be entered into with Client will be brought before the competent court in Utrecht.
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