

General Terms and Conditions of Sale for Pockies B.V.

1. Definitions

Agreement	all agreements between the Parties concerning the sale/purchase and delivery of Products by Pockies to the Customer;
Confidential Information	all information that is confidential by nature or information of which one of the Parties has notified in Writing that such information must be treated confidentially, such as but not limited to data, know-how, clients, suppliers, specifications of Products, software, samples, designs, (purchase) prices, technology and processes;
Customer	the natural and/or legal person or persons to whom Pockies makes an Offer to deliver Products and/or with whom Pockies concludes an Agreement;
DCC	Dutch Civil Code;
Evidence Agreement	an evidence agreement within the meaning of article 153 of the Dutch Code of Civil Procedure and article 7:900 paragraph 3 of the DCC. By extension, evidence can only be provided with a written statement intended for that purpose; other written statements and witness statements regarding any agreement by oral statements or other conduct are excluded as evidence;
Pockies	Pockies B.V. (Chamber of Commerce file number 75016842);
Product(s)	all products delivered or to be delivered by Pockies to the Customer;
Offer	every offer by Pockies to conclude an Agreement;
Party/Parties	Pockies and the Customer jointly or each of them individually;
Terms and Conditions	these general terms and conditions of sale of Pockies;
In Writing/Written	by letter, e-mail, bailiff's notification or, if applicable, document signed by the Parties.

2. Applicability

- 2.1 The Terms and Conditions are applicable to all Offers and Agreements, as well as to any agreements arising therefrom or based thereon.
- 2.2 If the Terms and Conditions have applied to any Agreement, they will automatically apply to any future agreement concluded between the Parties, without any separate agreement to this effect between the Parties concerned being required, unless the Parties have expressly agreed otherwise in Writing with respect to the relevant

agreement.

- 2.3 The applicability to any Agreement of any general or specific terms and conditions applied by the Customer is expressly rejected by Pockies, unless and after Pockies has expressly declared in Writing that the relevant terms and conditions apply to an Agreement. Under no circumstances does acceptance in this manner of the applicability of the Customer's general terms and conditions to an Agreement result in the tacit applicability of these terms and conditions to any future Agreements.
- 2.4 In case of invalidity or annulment by the Customer of one or more provisions of the Terms and Conditions, the remaining provisions of the Terms and Conditions will continue to apply in full to the Agreement. The Parties will consult each other on replacing the invalid or voided provision of the Terms and Conditions by a provision which is valid or not voidable and which approaches the content and purport of the invalid or voided provision as much as possible.
- 2.5 In so far as an Agreement deviates from one or more provisions of the Terms and Conditions, the provisions of the Agreement will prevail. The remaining provisions of the Terms and Conditions will in that case continue to apply to the Agreement.
- 2.6 If any translations have been made of the Terms and Conditions, the version in the English language will prevail over the version(s) in any other language.

3. Offers

- 3.1 Unless expressly stated otherwise, an Offer is without obligation and is valid during the term stated in the Offer. If the Offer does not state a term for acceptance, the Offer will in any case lapse fourteen (14) days after the date stated in the Offer.
- 3.2 Pockies will confirm an assignment given by the Customer by means of an order confirmation. If the Customer does not object within fourteen (14) days of receipt of the order confirmation, the assignment as described in the order confirmation will be deemed accepted.
- 3.3 If the Customer provides Pockies with information, drawings and suchlike for the purpose of making an Offer, Pockies may assume that these are accurate and base its Offer on these documents. The Customer indemnifies Pockies against any third-party claims relating to the use of drawings and suchlike provided by or on behalf of the Customer.
- 3.4 A price list or other overview containing prices in a general sense provided by Pockies to the Customer cannot be regarded as an Offer.

4. Formation of agreements

- 4.1 With due observance of the other provisions contained in the Terms and Conditions, an Agreement will only be effected:
- a. by acceptance of the Offer by the Customer;
 - b. by a Written order confirmation of an assignment given by the Customer, either orally or in Writing, other than on the basis of an Offer;
 - c. by the actual performance by Pockies of an assignment given by the Customer.
- 4.2 Alterations and/or additions to the Agreement will only be valid after they have been accepted by Pockies in Writing. Pockies will not be obliged to accept any alterations ad/or additions to an Agreement and is entitled to demand that a separate Agreement

be concluded. This article 4.2 qualifies as an Evidence Agreement.

- 4.3 Unless explicitly agreed between the Parties in writing, one or more agreements together between the Parties or other behaviour or circumstances shall not, alone or together, constitute or qualify as a continuance performance agreement (*duurovereenkomst*) and/or lead to the obligation for Pockies to deliver products, except from orders mutually agreed upon by the Parties.

5. Delivery

- 5.1 Products are delivered Ex Works to the warehouse of the Customer as referred to in the latest version of the Incoterms 2020. In the event that Pockies organizes transport of the Product(s), the transport shall still take place Ex Works, whereby the Parties only deviate from that incoterm on the aspects specifically agreed between the Parties. All costs related to transportation shall be paid by the Customer and Pockies shall never be liable for any import or export fees or duties.
- 5.2 Pockies reserves the right to deliver the Products in parts.
- 5.3 If Products are missing on delivery, Pockies must report this to the Customer in writing within seven (7) Business Days. In the event of a report after this period, the missing Products will not be credited to the Customer, nor will the Products be delivered to the Customer free of charge.
- 5.4 Pockies has fulfilled their obligation to delivery by making the Products available to the Customer at the agreed time in their warehouse, or the warehouse of a third party engaged by Pockies. The delivery note and/or associated attachments of the carrier signed by or on behalf of the Customer will provide full evidence of the delivery by Pockies of the Products specified in the delivery note and/or associated attachments.
- 5.5 Offering the ordered Products by Pockies to the Customer for delivery is equated with the delivery of these Products. If the Customer refuses to receive the Products offered for delivery, Pockies will store the relevant Products for fifteen (15) working days after the date of the offer at a location to be determined by Pockies. After the expiry of this period, Pockies is no longer obliged to keep the Products ordered by the Customer available for the Customer and is entitled to sell or otherwise dispose of the Products to a third party. The Customer nevertheless remains obliged to fulfil the Agreement by purchasing the relevant Products at Pockies's first request at the agreed price, while the Customer is also obliged to compensate Pockies for damage resulting from the Customer's previous refusal to receive the Products, including storage and transport costs

6. Delivery time

- 6.1 The delivery time stated by Pockies is always an indication and may therefore never be considered a strict deadline. Under no circumstances does exceeding an agreed delivery time give entitlement to compensation.
- 6.2 The delivery time stated by Pockies commences as soon as agreement has been reached on all details, including technical details, all necessary information and suchlike is in possession of Pockies and all conditions necessary for the performance of the agreement have been complied with.
- 6.3 When determining the delivery time Pockies assumes that it will be able to perform the assignment in the circumstances existing at the time of concluding the Agreement.

- 6.4 In the event of different circumstances to those known to Pockies at the time of concluding the Agreement, Pockies may extend the delivery time by the amount of time required to perform the Agreement in the changed circumstances. If, as a result of the above, any work cannot be fitted into Pockies's schedule, it will be carried out or completed as soon as Pockies's schedule permits.
- 6.5 In case of a suspension of obligations by Pockies on account of a shortcoming by the Customer, the delivery time will be extended by the duration of the suspension. If, as a result of the above, any work cannot be fitted into Pockies's schedule, it will be carried out or completed as soon as Pockies's schedule permits.
- 6.6 If an agreed delivery period for the Products, or a delivery period that has been extended based on articles 6.4 or 6.5, has been exceeded, Pockies will only be in default if it has received a Written notice of default from the Customer giving one (1) month to deliver and still fails to comply within this period of time. In the event of termination, the Customer will not be entitled to compensation unless the exceeding of this period of time is the result of intent or gross negligence on the part of Pockies.

7. Prices and rates

- 7.1 Prices stated in an Offer or Agreement are in euros and, unless explicitly stated otherwise, excluding accessory costs.
- 7.2 If the Customer places an Order with Pockies without explicit agreement on a price for this Order, it will, irrespective of any Offers made or prices charged earlier, be carried out at the price applicable at the time of the performance of the Agreement.

8. Payments

- 8.1 With respect to Products delivered or to be delivered by Pockies, Pockies will send an invoice to the Customer.
- 8.2 Payment must be made within fourteen (14) days of the invoice date, unless agreed otherwise in Writing. Payments must be made into the bank accounts indicated by Pockies. The moment of payment will be deemed to be the moment at which Pockies receives confirmation from its bank that the amount concerned has been credited to the account.
- 8.3 If payment of an invoice has not been made in full within the stipulated period of time the Customer will immediately be in default by operation of law, without any further notice of default being required, and from the due date of the invoice concerned will be liable to pay interest of 1% per month, or the statutory commercial interest if this is higher, part of a month being counted as a full month. In addition, all extrajudicial collection costs will be payable by the Customer, which costs are hereby set in advance by the Parties at a minimum of 15% of the outstanding claim, with a minimum of EUR 150, without prejudice to Pockies's right to claim the actual extrajudicial collection costs if this amount is higher.
- 8.4 If the Customer is in default of payment of any invoice as referred to in article 8.3, all other outstanding invoices will be immediately due and payable without notice of default being required.
- 8.5 Payments made by the Customer will be used first to settle costs and interest due, and then to settle the outstanding invoices which have remained unpaid the longest, even if the Customer states that a particular payment is to settle a different invoice.

- 8.6 Without prejudice to mandatory provisions, the Customer does not have the right to suspend its payment obligations to Pockies or set them off against payment obligations of Pockies to the Customer.
- 8.7 Pockies will be entitled at all times, based on its assessment of the creditworthiness of the Customer, to be determined by Pockies, to demand security or full or partial advance payment to ensure compliance with all payment obligations, whether due and payable or not. If and as long as the Customer fails to provide the security required or to make a full or partial advance payment, Pockies is authorized to suspend its obligations under this Agreement

9. Product inspection

- 9.1 The Products delivered will, in any case, be subjected to an acceptance test by the Customer within a reasonable period (being no later than seven (7) days after delivery or completion). If the Customer does not report defects in writing to Pockies within the aforementioned reasonable period after delivery/completion, the Products delivered are deemed to have been accepted by the Customer and meet the specifications and all Customer's rights lapse.
- 9.2 The Customer is obliged to cooperate with recalls if, in the opinion of Pockies, it is necessary that the Products delivered by them should be recalled in connection with possible safety and/or health risks.
- 9.3 Other defects to the Products delivered that are not visible during delivery must be reported to Pockies in writing and with reasons within seven (7) days after discovery or after they could have reasonably been discovered, failing which it is considered that the Products delivered by the Customer have been accepted, meet the requirements and performances laid down in the Agreement and all Customer's rights lapse.
- 9.4 Complaints of any nature whatsoever with regard to the performance by Pockies of an Agreement do not suspend the Customer's payment obligation and can only be brought to Pockies's attention in writing.
- 9.5 Pockies is not under any obligation with respect to a claim submitted if the Customer has not fulfilled all their obligations to Pockies (both financial and otherwise) on time and in full.
- 9.6 A claim regarding a Product and/or service provided by Pockies cannot affect previously delivered or yet to be delivered Products, even if these Products to be delivered have been or will be performed in the performance of the same Agreement.

10. Other obligations

- 10.1 The Customer is not entitled to sell any Product online, unless the Customer is the sole rightholder (*rechthebbende*) of the website and webshop via which the Products are sold, or another party is the rightholder (*rechthebbende*) of such a webshop and the use of the website and webshop is not discernible to the consumer in relation to the situation that the Customer is the rightholder (*rechthebbende*).
- 10.2 The Customer is not entitled to promote or advertise, online as well as offline, in the broadest sense, any Product and/or the brand(s) of Pockies, unless Pockies has provided its consent in writing in relation thereto.

11. Expiration Periods

- 11.1 In case any term in this Agreement is lapsed, all rights of the Customer are expired (*vervallen*).
- 11.2 Legal actions and other rights of the Customer, for whatever reason, against Pockies, expire after twelve (12) months from the date on which the Customer became aware or could reasonably have been aware of the existence, unless the Customer has provided Pockies with a notice in Writing motivating its claim(s) and rights.
- 11.3 In the event that within the period stated in article 11.2 in Writing notice is provided by the Customer to Pockies, any legal claim in respect of the Customer will lapse if the Customer does not start a formal legal proceeding in accordance with article 17 within a period of four (4) months after receipt of the Written notice.

12. Dissolution

- 12.1 In the following events Pockies has the right to unilaterally dissolve (*ontbinden*) or discontinue (*opzeggen*) the Agreement in whole or in part, without a further notice of default (*ingebrekestelling*) or judicial intervention being required, by means of written notification to the Customer and/or to suspend its obligations under the Agreement, without Pockies being obliged to pay any compensation and without prejudice to any rights accruing to Pockies, including the right to full compensation:
- a. the Customer does not entirely or partially fulfil one or more of its obligations under the Agreement;
 - a. the Customer is declared bankrupt;
 - b. the Customer has accepted a resolution to request for bankruptcy or suspension of payment (*surseance van betaling*);
 - c. the Customer has resolved a resolution to cease or liquidate its business;
 - d. the business or part of the business of the Customer is shut down (*stilgelegd*);
 - e. the Customer sells or transfers (directly or indirectly) all or a substantial part of its assets;
 - f. the Customer offered one or more of its creditors a voluntary arrangement in order to come to an arrangement for the payments of debt;
 - g. the direct or indirect Predominant Control in the Customer has changed, or a comparable situation has occurred;
 - h. the Customer does not fulfil its obligation to provide security pursuant to article 8.7;
 - i. one or more assets of the Customer are attached and such attachment is not lifted within thirty (30) days after such attachment is levied; and
 - j. if the Customer is no longer deemed, to be determined by Pockies, to be able to fulfil its obligations pursuant to this Agreement.
- 12.2 If an event as stipulated in article 12.1 applies, all claims that Pockies may have or may obtain on the Customer will be immediately and fully due and payable.
- 12.3 In case this Agreement is terminated all orders accepted but not yet delivered by Pockies will be executed by Pockies and paid by the Customer, unless Pockies has reasonable grounds to concern that the Customer will not meet its obligations in full. In such a case Pockies may, at its sole discretion and without being obliged to pay any damage or loss, terminate all or part of those orders

13. Retention of title

- 13.1 All Products remain the exclusive property of Pockies until the time at which the

Customer has fulfilled all obligations arising from or in connection with this Agreements, including claims with regard to penalties, interest and costs. Until that time, the Customer is obliged to keep the Products delivered by Pockies separate from other goods and clearly identified as Pockies's property and ensure that they are properly insured and kept insured.

- 13.2 In the event of a delivery of Products to a Customer in a territory other than the Netherlands, in addition to the retention of title under Dutch law referred to in article 13.1, the relevant products - if and as soon as they are in the territory of the relevant country - are also subject to a retention of title as referred to in article 13.1 under law of the country in question, on the understanding that with regard to all other provisions in the Agreement, Dutch law is exclusively applicable as stated in article 19.1.
- 13.3 As long as delivered Products are subject to retention of title, the Customer cannot encumber or dispose of these Products.
- 13.4 After Pockies has invoked their retention of title, they may take back the delivered Products. The Customer allows Pockies to enter the location where the Products are located.
- 13.5 If Pockies cannot invoke their retention of title because the delivered Products have been mixed, deformed or retraced, the Customer is obliged to pledge or mortgage the newly formed items to Pockies.

14. Liability and Insurance

- 14.1 Pockies is liable for damage that the Customer suffers and which is the result of a failure attributable to Pockies in the performance of the Agreement. However, only damage for which Pockies is insured, or should reasonably have been insured, given the nature of the Pockies's business and the market in which Pockies operates, and only up to the amount that the insurer actually pays out and is received by Pockies, qualifies for compensation.
- 14.2 Slight deviations with regard to the quantity supplied, specified sizes, weights, numbers, colours or consistency do not qualify as a shortcoming (*tekortkoming*) or non-conformity (*non-conformiteit*).
- 14.3 Not eligible for reimbursement are:
- a. financial loss, such as - but not limited to - trading loss, consequential loss, delay loss or loss of profit;
 - b. damage caused by acts or omissions by the Customer or third parties in violation of instructions provided by Pockies or in violation of the Agreement;
 - c. damage as a direct or indirect result of incorrect, incomplete and/or inadequate information provided by or on behalf of the Customer to Pockies.
- 14.4 If:
- a. it is not possible for Pockies (i) at the date of this the Agreement to conclude an insurance policy under reasonable conditions, as referred to in article 14.1 or (ii) to renew the insurance policy at reasonable conditions;
 - b. the insurer does not pay out the relevant damage for whatever reason;
 - c. the damage in question is not covered by the insurance;
- compensation for damage is limited to EUR 10.000,- (excluding VAT).
- 14.5 Pockies is not liable for damage to materials supplied by or on behalf of the Customer as a result of improper processing. At the request of the Customer, Pockies will redo

the operation with new materials supplied by the Customer and at Pockies's expense.

- 14.6 The Customer indemnifies Pockies against all claims from third parties for damage caused by or in connection with Products delivered by Pockies, insofar as Pockies would not be liable to the Customer for such damage.

15. Force Majeure

- 15.1 Force majeure is understood to mean a shortcoming in the performance of an Agreement that cannot be attributed to Pockies.
- 15.2 Force majeure as referred to in article 15.1 in any case - and therefore not exclusively - includes a shortcoming as a result of (a) problems and/or serious disruptions to the production process at the suppliers, including utility companies, (b) the non-delivery of necessary materials by third parties, (c) intent or gross negligence on the part of auxiliary persons, (d) strikes, (e) excessive absenteeism of staff, (f) fire, (g) special weather conditions (such as floods), (h) government measures (both at national and international level), including import and export bans or barriers, (i) war, mobilisation, civil commotion, riots, martial law, (j) sabotage, (k) transport obstructions, (l) machine breakdown, (m) a hack (n) transport delay and/or (m) an epidemic or pandemic.
- 15.3 In the event of force majeure, Pockies has the choice either to suspend the performance of the Agreement until the force majeure situation has ceased to exist, or to dissolve the Agreement in whole or in part, whether or not after initially opting for suspension. The Customer is not entitled to any compensation in either case. If the period in which fulfilment of the obligations by Pockies is impossible due to force majeure lasts longer than thirty (30) days, the Customer is also authorised to partially (for the future) dissolve the Agreement, on the understanding that Pockies is entitled to send an invoice for the work already performed. In the case of partial dissolution, there is no obligation to pay compensation for any damage.
- 15.4 If Pockies has already partially fulfilled their obligations or can only partially fulfil its obligations upon the commencement of force majeure, they are entitled to invoice that part separately and the Customer is obliged to pay this invoice as if it were a separate Agreement.

16. Conversion

If any part of the Agreement is (nevertheless) void (*nietig*), nullifiable (*vernietigbaar*) or otherwise invalid, the Parties undertake to replace the such a provision with a provision that is as much as possibly consistent with the content and scope with such provision(s) and takes into account the reasonable interests of the Parties. If the Parties - after consultation or without consultation – did not come to an agreement, the court is authorized to amend the Agreement as closely as possible in line with the intentions of the Parties to this provision, so that it can continue to apply.

17. Transfer

- 17.1 Neither Party may transfer their rights and obligations under the Agreement to any third party without the written consent of the other Party. A transfer within the meaning of article 3:83 (2) is excluded. This provision has property law effect.
- 17.2 Pockies is authorized to transfer their rights and obligations in whole or in part to a party with which it forms a group in accordance with article 2:24b DCC.

18. Confidentially

The Customer shall not disclose, copy or distribute, in whatever way, any Confidential Information.

19. Choice of Law and Forum

19.1 The Agreement, the obligations arising from it or related thereto (including but not limited to related non-contractual obligations) and the choice of forum as included in article 19.2 are governed by Dutch law.

19.2 All disputes arising from the Agreement will be exclusively submitted to the competent court of Rechtbank Amsterdam. This also applies to disputes relating to the Agreement in any way whatsoever, insofar as the relevant agreement does not explicitly provide otherwise.