

GENERAL TERMS AND CONDITIONS OF SALE & WARRANTY DUTCH HEALTH BV

Article 1 Scope of application

1. These general terms and conditions apply to all our quotations and to any agreement we have entered into, particularly agreements with regard to the supply of goods to our clients.
2. References in these general terms and conditions to 'client' apply to the physical or legal person with whom we have concluded an agreement, or to the person who issued the order and at whose expense goods will be supplied.
3. Deviations from the provisions of these general terms and conditions are only acceptable insofar as these have been expressly agreed to in writing.
4. Client's terms and conditions will not apply, even if client refers to its general terms and conditions, unless client's terms and conditions are not contrary to these terms and conditions. No contrary provision in client's terms and conditions will detract from this.
5. References made in these general terms and conditions to 'supply or supply of goods' or to 'delivery or delivery of goods' also apply to the provision of services and the performance of duties.

Article 2 Quotations

1. All our quotations are without obligation and valid for a maximum of 3 (three) months, unless otherwise has been expressly agreed in writing.
We reserve the right to change or withdraw quotations, even after acceptance by the client, on the condition that this change or withdrawal takes place immediately.
2. Our quotations include, particularly also in view of the provisions made in the previous paragraph: designs, drawings, models, samples, descriptions, images etc, as well as any annexes and documents referring to our quotations. All this will remain our property and must be returned to us at our request and may not be copied or made available to third parties without our explicit written consent. In addition, we reserve all rights arising from the intellectual and industrial property.
3. If the order to which our quotation refers has not been placed with us within 3 (three) months after the day we submitted our quotation based on a feasibility study, we are permitted to charge the client for the costs associated with submitting our quotation.

Article 3 – Conclusion of agreement

1. An agreement with us comes into being after we have accepted in writing an order which has been placed with us; to be precise: as of the moment we have sent the order confirmation by e-mail or by signed document; alternatively and/or the client has accepted by e-mail our Pro forma Invoice in writing by e-mail or by written document.
2. We assume that the order confirmation which we have sent to the client, fully and correctly represents the content of the agreement concluded. Should the client be of the contrary opinion, it shall inform us thereof in writing within 8 (eight) days from the date of our order confirmation.
3. Any additional arrangements and/or commitments which have been made by our employees or on behalf of us by other persons acting as representatives, shall bind us only if these arrangements and/or commitments have been confirmed in writing by our director(s) who is/are authorised to represent us.
4. Any agreement between us and the client is concluded on the condition that the client is and remains sufficiently creditworthy. The client shall provide sufficient information for us to determine its creditworthiness. At our first request, the client will provide sufficient security for the fulfilment of its obligations. If the client fails to do so, we shall be entitled to suspend the agreement.
5. If a client cancels an order or has placed an order without organizing proper payment instruments, we reserve the right to charge a fee of minimum 10% of the value of the total order as compensation for the service provided by us.

Article 4 Prices & Taxes

1. Our prices are exclusive of VAT and - unless expressly agreed otherwise in writing - exclusive of packaging, transport costs and other costs.
2. Prices mentioned in quotations, agreements and order confirmations are based on cost factors such as exchange rates, prices of raw materials and consumables, commodity prices, wage and transport costs, insurance premiums, taxes, import duties and other government levies that were in place at the time of the conclusion of the agreement.

3. We reserve the right to pass any increase in one or more of the cost factors on to the client if this/these increase(s) occur(s) after date of conclusion of the agreement, but before the day of delivery. We also reserve the right to dissolve the agreement in full or in part without judicial intervention in such a case. The client shall have this right as well if, within 3 (three) months after the conclusion of the agreement, we are of the opinion that changes in costs warrant an increase of the price mentioned in the confirmation order.
In order to enforce this right, the client needs to invoke dissolution by registered letter within 8 (eight) days after reception of our relevant notification.
4. The Client will promptly pay and be responsible for, or reimburse DUTCH HEALTH upon invoice if DUTCH HEALTH pays: (A) any taxes and/or charges imposed or required to be paid by any federal, state, local or foreign governmental authority in connection with any Product, the price, sale, transfer, transport or delivery thereof to Client hereunder, or the use thereof by Client, in each case including any federal, state, local or foreign excise, sales, use, value-added and/or other tax or charge (except taxes on DUTCH HEALTH 's income); and any tariffs, duties, fees, licenses or other charges, and any charges or fees for any act performed or document of title or instrument used in connection with an Order; (collectively, "Taxes"); and (B) to the extent permitted by law of the country under which DUTCH HEALTH was established and governed, any transaction fees or charges required to be paid by DUTCH HEALTH to an applicable credit card company or bank in connection with any payments for Products (whether deposits, progress payments or otherwise) to DUTCH HEALTH by Client using credit cards, debit cards or similar services, but only to the extent actually charged to DUTCH HEALTH ("Other Charges"). The foregoing applies whether the Taxes and/or charges are included on the invoice for the applicable Products or separately invoiced to Client.

Article 5 Delivery & Acceptance

1. The delivery periods indicated by us will commence on the day on which the agreement was concluded, on the condition that all the information we require to execute the order is in our possession. The delivery periods indicated by us are not to be considered deadlines, unless otherwise has been agreed in the agreement.
In case of late delivery, we have to be put in default in writing.
If the situation deviates from the above and a penalty for exceeding the delivery time has been agreed, this penalty is not due when the exceeding of the delivery time is caused by one of the situations of force majeure stipulated in Article 11 of these general terms and conditions.
2. Should a client request that the delivery of the goods take place in a manner different from the usual and agreed manner, we shall be entitled to charge the client for the associated costs.
3. It is up to us to decide whether we will deliver the goods and/or services under the agreement in full or in parts. If delivery takes place in parts, we are entitled to consider every delivery as a separate transaction.
4. The client shall be obliged to accept the purchased or leased item(s) within the agreed period. If this doesn't happen we shall be entitled - at our discretion - to either demand that the competent court of law release us from our obligation to deliver the goods agreed, under the provisions of Section 60, Book 6 of the Dutch Civil Code, or to demand payment of the purchasing or lease price of the part not accepted, without prior notice of default.
Should the client fail to comply with its payment obligation we shall be entitled to declare the agreement dissolved without judicial intervention.
If the client remains in default as described above, it shall be assumed that the goods have been delivered, and we shall store these goods at the client's risk and expense in exchange for all associated costs.
The Client after receiving each batch of purchased goods within seven (7) working day after should send to DUTCH HEALTH duly signed and sealed ACCEPTANCE ACT (the form of Acceptance Act is being elaborated by DUTCH HEALTH and subjected to be sent to DUTCH HEALTH) either by electronic form or original, otherwise after surpassing of that given period goods will be considered as "accepted by the Client" and "Acceptance Act will be deemed as signed by the Client on sent day".

Article 6 Reclamation by the client

1. The client shall be responsible for the information it has provided to us, as well as for its accuracy and validity.
In terms of the goods delivered by us, the client shall allow for the usual tolerances with regard to the data, measurements, colour fastness etc provided by us in our quotation, or what forms part of it

under Article 2 (2), as well as for small changes. In particular, this applies to deviations from the agreed quantity; the client must allow for the usual tolerances to this as well.

Hence, the goods delivered by us may deviate from their description in the order if and insofar as it concerns minor differences in measurement and quantity, and minor changes.

2. Complaints by the client with regard to defects to goods which are externally visible, shall be communicated to us by the client within 8 (eight) days upon delivery or, if the goods could not be or are not delivered to the client, within 8 (eight) days after the date of invoice. This shall take place by registered letter, containing a clear and accurate description of the complaint, and specifying the invoice with which the goods in question were billed. The client shall conduct a timely and thorough check.
3. Defects that were not externally visible at the time of delivery, nor could have shown during a timely and thorough check, shall be communicated to us by the client in the way as stated in paragraph 2 within 8 (eight) days of the appearance of said defects.
4. Any right of action by the client based on defects in goods delivered by us will be nullified if:
 - a. the defects were not communicated to us within the time periods as stated in paragraph 2 and 3 and/or in the manner stated therein;
 - b. the client doesn't sufficiently cooperate with us concerning an investigation into the validity of the complaints;
 - c. the client has not placed, treated, used, stored or maintained the goods in the appropriate manner; or the client has used or treated the goods under circumstances or for purposes different from what we had indicated;
 - d. the application of the use of the goods with regard to which the complaints were communicated is perpetuated by the client;
 - e. the warranty period stated in the individual agreement has expired or, in the absence of such period, the complaints were first communicated after a period of more than 12 (twelve) months had elapsed since the delivery date.
5. Disputes with regard to the quality of the goods delivered by us shall be settled by a binding ruling by a reputable and well-known agency indicated by us.

Article 8 Liability & Warranty

1. The client can only assert a claim, including warranty claims, towards us if the warranty obligations for services and goods delivered by us have not been assumed by third parties (e.g. manufacturers)..
2. In the case of a reclamation, we shall, if the validity of the reclamation in terms of quality is established by us and if liability as defined in paragraph 1 exists for us, be only obliged to the following, at our discretion:
 - a. rehabilitation of defects (free of charge);
 - b. delivery of replacement goods or parts, after having received the faulty goods or parts;
 - c. repayment of the purchasing amount received/crediting of the invoice sent to the client, plus dissolution of the agreement concluded without judicial intervention, on the condition that purchasing amount, invoice and agreement refer to the faulty goods;
 - d. an indemnity other than stated above and to be paid in consultation with the client.
3. Any warranty obligation on our part shall be nullified if the client has carried out repairs and/or modifications to the goods, or had these carried out, without our explicit prior written consent.
4. Any warranty obligation on our part shall be nullified if the client has NOT maintained the goods and followed applicable maintenance schedules. All costs related to repairs, not being a factory default, are for the account of the client. Maintenance can be managed by a separate contract with Dutch Health or at a third party. The client has the obligation to inform Dutch Health about the identity of the third party to acknowledge the service of that third party.
5. In the case that rehabilitation of the defects is deemed to be necessary at our premises, the client will be responsible for all related costs such as transport and insurance to our factory and back to the client. Works for improvement of product will be charged for the applicable hourly working tariff.
6. With the exception of any obligations under the above, we shall never be obliged to pay any compensation to the client or to others, unless there was wilful intent or gross negligence on our part, which will have to be demonstrated on legal grounds by those who hold us liable. Particularly, we shall never be liable for consequential damage, direct trading loss, direct or indirect damage, loss of profit by any name, including loss due to business interruption, suffered by the customer, its subordinates and occasioned with either personnel hired by it or third parties, resulting from full or partial

deliveries or re-deliveries of goods, late or faulty delivery, non-delivery of goods or from the goods themselves.

7. The client shall not be entitled to return goods for which no validated reclamation exists. Should this happen anyway without valid reasons, all costs associated with returning the goods shall be borne by the client. In such a case we shall be entitled to store the goods with third parties at the client's risk and expense.
8. The client shall be obliged to hold us harmless against all third-party claims pertaining to the execution of the agreement, insofar as the law doesn't object to the damages and costs resulting from these claims being borne by the client.
9. According to this warranty, claims may be made only as a result of material damages and manufacturing defects.

The warranty excludes damages with are caused by:

1. Non-compliance with the operating instructions;
 2. Handling errors;
 3. Incorrect use or incorrect treatment;
 4. Repairs or modifications by external persons who are not authorized by DUTCH HEALTH;
 5. Combination with other products not authorized by DH
 6. Force majeure, such as e.g. accidents;
 7. Transport damages as a result of incorrect packaging of the products during return transport to DUTCH HEALTH;
 8. Failure
 9. Failure to use original spare parts;
 10. Wear as a result of operational use and standard wear and tear;
10. In case that after inspection it is found out that the warranty claims by Client is not justified or the damages happened the outcome of aforesaid listed warranty exclusions, the DUTCH HEALTH holds right to charge the Client for the labor and travel expenses incurred for aforesaid inspections and Client should compensate it within the span of time fixed in respective notification of the DUTCH HEALTH.

Article 9 Retention of title and security

1. Goods delivered by us shall remain our property until full payment has been made of everything the client owes us under, in connection with, or resulting from the goods delivered by us. We shall be entitled to demand security from the client for the fulfilment of its obligations, should we deem this necessary.
2. The client shall not be entitled to establish a pledge, with or without possession, or any business or personal right whatsoever for any third party on the goods which have not been paid for.
3. Without prejudice to the provisions made in this article, the client shall be entitled to sell goods to third parties, but only as part of its normal business operations. In such a case, the client shall be obliged to transfer the amounts obtained to us or, if the goods haven't been sold against payment in cash, to transfer the claims obtained to us.
4. If our property right on the goods we have delivered has been lost as a consequence of the processing by the client, the client shall be obliged to establish a pledge without possession on the goods which have originated after the processing.
5. We shall be entitled at all times to take control of the goods which are in control of the client or of third parties, but which are our property, as soon as we can reasonably assume that there is a realistic chance that the client will be unable to fulfil its obligations. The preceding is notwithstanding our rights under general law: particularly, we shall retain the right to claim compensation from the client after we have taken control of the goods.
6. The client shall be obliged to insure the goods which haven't been paid for against the risk of fire and theft, and to provide proof of this insurance at our request.

Article 10 Payment

1. Unless agreed otherwise, payment shall be made in euros, without any deduction, compensation or discount, in cash at our place of business or by transfer to a bank or giro account indicated by us, either way immediately after the delivery of the goods, at least within 30 (thirty) days after the date of invoice, all this unless expressly agreed otherwise in writing. If payment is made by bank or giro, the day of credit entry on our bank or giro account will count as the day of payment.

2. If the client doesn't proceed to pay in full on time, the client will be in default without further notice of default being required. In that case, and if sufficient consistency exists with the client's non-compliance, we shall be entitled to suspend the fulfilment of all our agreements with the client, without prejudicing any of our rights under general law.
3. We shall also be entitled to demand cash payment prior to delivery for all deliveries still to be made or a guarantee of prompt payment. In that case, we shall also be entitled to dissolve the agreement without judicial intervention, in which case the client shall be obliged to either return the goods delivered or to otherwise reverse our performance, notwithstanding our right to compensation. If the client remains in default as to the timely payment, it will forfeit to us or to our credit insurer, without further notice on our part being required, an interest equal to the statutory interest plus 4% per annum, calculated over the outstanding amount, from the due date up to the date of full payment, which interest shall be immediately due without further notice of default.
4. In case of default, the extrajudicial collection costs are due in accordance with the provisions of the Dutch Extrajudicial Collection Costs Standardisation Act (Wet normering buitengerechtelijke incassokosten)"
In addition, all adverse consequences of exchange rate loss or otherwise resulting from late payment or non-payment shall be borne by the client, even if the client has fulfilled its obligation to timely payment under to the regulations of its country and circumstances beyond its control have caused the transfer to have taken place in a way that is detrimental to us.
5. In accordance with Section 44, Book 6 of the Dutch Civil Code, payments will first be deducted from the costs referred to in paragraph 3, then from the outstanding interest and finally from the principal amount and the accrued interest.
6. If the client's financial position deteriorates considerably after the conclusion of the agreement, but before the delivery of the goods, we shall be entitled to refrain in full or in part from the further execution of the agreement or to demand a change to the terms and conditions of payment.
7. We shall be entitled to transfer our claims relating to all transactions to a credit insurer of our choice.

Article 11 Indemnification

Client shall indemnify, defend and hold DUTCH HEALTH harmless from and against all claims, demands, obligations and liabilities (including reasonable attorney's fees), for injuries to and/or death of any person, and loss of or damages to property by whosoever owned, arising directly or indirectly from the sale or use of the Products sold hereunder, except to the extent such claims, demands, obligations and liabilities resulting directly from the negligence of DUTCH HEALTH.

Article 12 Force majeure

Force majeure shall mean any circumstance beyond our control of such a nature that compliance of the agreement cannot be reasonably expected from us (non-imputable default).

Force majeure shall include, but not be limited to: war, riots and hostilities of any nature, blockade, boycott, natural disasters, epidemics, shortage of raw materials, prevention or interruption of transport capabilities, interruptions in our business, import or export restrictions, encumbrances caused by measures, laws or decisions made or taken by international, national and regional government bodies or other bodies. If we are unable to properly or timely fulfil our obligation to deliver, or are unable to deliver at all, we shall be entitled to consider the agreement, or the part of it which has not been executed, to be dissolved or to be definitely or indefinitely suspended. In case of force majeure, the client cannot claim compensation from us.

Article 13 No Third Party Beneficiaries

These Terms and each Order are solely for the benefit of, and shall inure to the benefit of, DUTCH HEALTH and Client, and shall not otherwise be deemed to confer upon or give any third party any right, claim, cause of action or other interest herein.

Article 14 Assignment

Client and end customer shall not assign or transfer these Terms or any Order without the prior written consent of DUTCH HEALTH. Any attempt at such an assignment shall be void from the beginning and without any effect.

Article 15 Intellectual Property Infringement

Client agrees that all intellectual property of every kind embodied in the Products is owned solely and exclusively by DUTCH HEALTH. If the Products sold hereunder are prepared or manufactured, in whole or in

part, according to Client's specifications, Client shall indemnify and hold DUTCH HEALTH harmless from and against any and all claims or liabilities, including reasonable attorney's fees, relating to or arising out of any actual or alleged infringement, misappropriation or violation of any third party intellectual property rights in connection therewith and shall, at the option of DUTCH HEALTH, assume the defense thereof.

Article 16 Legal Force of whole present terms and conditions

These Terms, together with each Order subject to these Terms, sets forth the entire agreement (if such agreement was concluded) of the parties with regard to the subject matter of each Order, and supersedes all prior negotiations and agreements, written or oral, in each instance. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any provisions hereof.

Article 17 Miscellaneous

No change, amendment or modification of these Terms or any Order or other agreement between the parties shall be binding on DUTCH HEALTH unless made in writing and signed by both Client and DUTCH HEALTH. No legal proceedings may be brought for any breach of these Terms more than one year after the accrual of the cause of action. Nothing in these Terms or any Order will be deemed to create an agency, employment, partnership, fiduciary or joint venture relationship between the parties. Neither party has, and nor will it represent to any third party that it has, the power or authority to represent, act for, bind or otherwise create or assume any obligation on behalf of the other party for any purpose whatsoever. If any provision of these Terms or an Order is determined to be unenforceable under applicable law, such provision shall be amended by a court of competent jurisdiction to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions of these Terms shall continue in full force and effect. The headings in these Terms are for reference purposes only, and shall not affect the meaning or interpretation of these Terms.

Article 18 Applicable Law

Dutch law applies exclusively to all quotations made by us and all agreements we have entered into.

Article 19 Dispute resolution

These terms and conditions, inclusive of the warranty, are exclusively subject to the Dutch law. Application of the UN Convention on Contracts on the International Sale of Goods (CISG) shall be excluded. For claims from this terms and conditions & warranty, Amsterdam – the Netherland shall be the exclusive legal venue, as far as this is admissible.

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