

## General Terms & Conditions

**The general terms & conditions of Sale, Delivery and Service of Yalp Interactive, Nieuwenkampsmaten 12, 7472 DE Goor, The Netherlands, Chamber of Commerce registration number 54102995.**

### General

These General Terms and Conditions of Sale, Delivery and Service ("GTC") govern all requests, offers, (purchase) orders and agreements regarding the sale, delivery and service of all goods ("Goods") from or on behalf of Lappset Yalp B.V. ("Yalp") to customer ("Customer") and apply to all dealings between Yalp and Customer.

These GTC supersede any and all prior oral and written quotations, communications, agreements and understandings of the parties and shall apply in preference to and supersede any and all terms and conditions of any order placed by Customer and any other terms and conditions submitted by Customer. Neither Yalp's commencement of performance nor Yalp's delivery shall be deemed or constituted as acceptance of any of Customer's terms and conditions. If these GTC differ from any terms and conditions of Customer, these GTC and any subsequent communication or conduct by or on behalf of Yalp constitutes a counter-offer and not acceptance of such terms and conditions of Customer. Any communication or conduct of Customer which confirms an agreement for the delivery of Goods by Yalp, as well as acceptance by Customer of any delivery of Goods from Yalp shall constitute an unqualified acceptance by Customer of these GTC.

These GTC may only be varied or waived by written agreement between duly authorized representatives of Yalp and Customer. No other person shall have any authority on behalf of Yalp to amend these GTC or to agree to any additional terms.

By contracting on the basis of these GTC, Customer agrees to the applicability thereof in respect of future agreements between itself and Yalp. Yalp shall be entitled to update/amend these GTC regularly and by and as of the moment of notifying Customer thereof or by sending Customer the updated or amended Conditions, these revised Conditions shall apply to all dealings between the parties.

### Quotations, orders and confirmation

Quotations, made by Yalp in whatever form, are not binding upon Yalp and merely constitute an invitation to Customer to place an order. All quotations issued by Yalp are subject to change without notice and are valid for three months.

Orders of Customer shall be subject to explicit written or electronic acceptance by Yalp. Yalp is entitled to make acceptance of orders subject to verification and acceptance of Customer's financial records. Cancellation of the order placed by Customer, whether wholly or partially, shall only take place with Yalp's written permission.

Yalp is always entitled to refuse an order without indication of its reasons, or to accept an order under the condition of prepayment/collect on delivery.

The purpose of any pictures, specifications, drawings, designs, models, measurements, weights and colors of Goods in the documents forwarded by Yalp is to provide a general idea of the Goods and/or parts and shall not be binding in respect of the execution of the Goods to be delivered or work to be performed.

### Prices

Prices and currencies of Yalp's Goods are as set out in Yalp's order confirmation and are, unless otherwise agreed in writing, based on delivery in accordance with the agreed delivery condition. Unless otherwise expressly agreed in writing (a) all prices are subject to change without notice, (b) Yalp's price shall be its price in effect at the time of shipment and (c) all prices exclude sales, use, franchise, license, excise and other taxes, export or import duties and inspection fees and installation, all of which shall be separately invoiced to and paid by Customer.

Unless the prices have been indicated as firm in Yalp's order confirmation, Yalp is entitled to increase the price of the Goods still to be delivered, if cost price determining factors have been subject of an increase. These factors include but are not limited to: raw and auxiliary materials, energy, products obtained by Yalp from third parties, wages, salaries, social security contributions, governmental charges, freight costs and insurance premiums. Yalp shall notify Customer of such increase.

### Payment

Unless expressly otherwise agreed, payment of the purchase price of the Goods shall be made 100% before transportation from Yalp factory in Goor. Customer shall pay all invoices in full, without the possibility of set-off or deduction, within the time specified by Yalp and in accordance with the method of payment and payment details provided by Yalp. Yalp shall be authorized at all times to demand that Customer provide security for payment. Foreign bank charges are for Customer's account. In case of late payment, the statutory interest ex article 6:119a Dutch Civil Code will be due. Customer shall pay Yalp any costs and expenses, including attorney's fees and fees of collecting agencies incurred by Yalp in enforcing its rights hereunder.

In the event payment has not been effected by Customer within the agreed period, Customer shall be in default by operation of law, without any further notice of default being necessary. All outstanding invoices of Yalp shall become due and payable immediately in case of an ordered suspension of payment, or (an application for) bankruptcy of Customer. All costs and expenses incurred by Yalp with respect to collection of overdue payments (including, without limitation, reasonable attorney's fees, expert fees, court costs and other expenses of litigation) shall be for Customer's account. In the event of overdue payment, Yalp may suspend delivery of other Goods until the moment Customer has complied with all its payment obligations. Every payment by Customer shall in the first place serve to pay the (extra-)judicial costs and interest owed by it and afterwards shall be deducted from the eldest outstanding claim.

### Delivery and acceptance

Unless otherwise agreed, the Goods ordered by Customer shall be delivered on the basis of delivery condition FCA Yalp factory Nieuwenkampsmaten 12, 7472 DE in Goor, The Netherlands (Incoterms 2020).

Delivery dates shall always be by approximation and shall never be regarded as absolute deadlines. Delay in delivery shall not relieve Customer of its obligation to accept delivery thereof. Deviations in quantity of Goods from that stated in Yalp's order confirmation shall not give Customer the right not to accept the Goods or to claim damages. If Customer refuses to accept the Goods, Yalp shall be entitled to store these for Customer's account and risk at a location to be determined by Yalp.

Customer warrants that it is possession of all relevant permits and licenses with regard to the import or transit of the Goods, and holds Yalp harmless against any claims, taxes, fees, penalties, etc. of third parties, including any foreign, domestic or European (governmental) authorities.

Cancellation of orders placed by the Customer, whether wholly or partially, shall only take place with Yalp's permission. In the event of partial cancellation, the Customer shall not be entitled to annul any delivery or work already performed by Yalp, whilst Yalp shall be fully entitled to payment for any work that it has already performed.

Customer's wrongful non-acceptance or rejection of Goods or cancellation or repudiation of Yalp's order confirmation shall entitle Yalp to recover, in addition to any other damages caused by such action:

a. in the case of Goods which reasonably cannot be resold by Yalp to a third party, the price of such Goods; or

b. in the case of Goods which can be resold by Yalp, damages equal to fifty percent (50%) of the price for the Goods as liquidated damages.

On delivery of the Goods and/or on completion of the work, the Customer shall inspect the Goods thoroughly. Without prejudice to Yalp's warranty obligations herein, any complaints with regard to the Goods must be made to Yalp in writing as soon as possible, but in any event within 7 working days after factual delivery of the Goods.

This 7-day period shall commence with regard to hidden defects as of the moment when Customer could have discovered such hidden defects. Failing such complaints, the specifications of the Goods as stated on the waybills, transport documents, packing lists, invoices or other documents relating to the Goods shall be deemed to be correct, the Goods shall be deemed to be delivered in accordance with all contractual requirements, and any complaints shall not have any legal consequence. Use or processing of the Goods shall be deemed to be an unconditional acceptance of the Goods and a waiver of all claims in this respect. Goods that Yalp consents or directs in writing to be returned shall be returned to Yalp at the risk of Customer, freight pre-paid to the destination directed by Yalp.

Customer shall be responsible for assembly and/or installation. Customer shall be responsible for the planning and execution of all preparatory work, or contracting out to third parties thereof, required for the installation of the Goods. The costs thereof shall be at the Customer's expense.

The Goods delivered shall remain property of Yalp until Yalp has received payment in full. Until such time as the title in the Goods has passed to Customer, Customer shall keep the Goods separate from those of Customer and third parties and properly stored, protected and insured and identified as property of Yalp. Yalp shall be entitled to demand the immediate return of any unpaid Goods, for the account and risk of Customer. As long as title to the Goods has not been transferred to Customer, Customer shall not be authorized to alienate, encumber, pledge or otherwise allow the Goods to be placed under the control of third parties. As long as the retention of title applies, Yalp shall be authorized to have unhindered access to the Goods. Customer shall provide Yalp all assistance to exercise its retention of title by retrieving the Goods. If any third party wishes to establish or claim any right on the Goods, Customer shall be obliged to notify Yalp immediately.

### Warranty and liability

Yalp warrants to Customer that, at the time of shipment, the Goods will conform to the agreed specifications. Yalp provides warranty with regard to the Goods against defects in materials and workmanship on the conditions as described in the Yalp warranty documentation. The warranty does not apply in case of defects arising from normal wear or failure to apply the standards as set forward in the Yalp manuals and other Yalp documentation, in case of careless or improper use, vandalism, unprofessional maintenance, or accidents or disasters such as fire or water damage. No warranty is given for equipment assembled by third parties, rather than strictly according to the installation instructions of Yalp. All legal and contractual defenses for the benefit of Yalp shall extend to Yalp's directors, personnel, agents, affiliates, subcontractors or suppliers.

Customer shall safeguard and indemnify Yalp against claims by third parties against Yalp for modifications to Goods made by Customer, or for commitments made by Customer with respect to special compatibility or suitability of Goods for specific applications, and other claims for which Yalp is not liable hereunder.

The obligation of Yalp and Customer's sole and exclusive remedy hereunder, shall be limited, at Yalp's option to replacement of any defective Goods or refund of the purchase price thereof. Customer shall not return Goods unless authorized in writing by

Yalp. Yalp shall have the right to inspect the Goods at Customer's premises. The foregoing warranty is exclusive and in lieu of all other warranties, representations, conditions or other terms, express, implied, statutory, contractually or otherwise, including, without limitation, any warranty of merchantability, suitability or fitness for any purpose, or absence of infringement of any claim in any patent covering the goods. In no event shall Yalp be liable for anticipated profits, for damages on account of negligence, or for incidental, consequential, special or indirect damages, or loss, cost or expense, including without limitation, damage based upon lost goodwill, lost sales or profits, work stoppage, production failure, impairment of other goods or otherwise. Yalp's liability on any claim of any kind, for any loss or damage arising out of, connected with, or resulting from this agreement, or from the performance or breach thereof, shall in no case exceed at Yalp's option the purchase price of the Goods or unit thereof which gives rise to the claim, or the replacement of such defective Goods by Yalp.

Parties will not be under an obligation to perform their respective obligations, and shall be released therefrom, in the event they are prevented from performing same as a result of force majeure. Force majeure shall include any circumstance that occurs beyond the reasonable sphere of influence of the parties, and shall include, but will not be limited to, Acts of God, fire, (threat of) wars, strikes, lock-out, riots or other disturbances of public order, natural disasters including flood, earthquake, epidemics, quarantine, inability to maintain or obtain necessary permits or authorizations, decrees and government regulations, or any other event, action or cause beyond the control of the party invoking force majeure and which affects such party's performance of any or all of its contractual obligations. If any of these events shall have occurred, the party who wishes to claim for force majeure shall immediately inform the other party in writing of the cause or causes and expected duration of such force majeure situation and take all reasonable measures required for coping with the case as quickly as possible. Both parties shall take all reasonable efforts to take such measures to release or discontinue the force majeure situation.

### Miscellaneous

The Customer shall be entitled to use Yalp's intellectual property rights such as copyrights, patent rights, trademark rights, design model rights, designs and/or other rights only after receipt of Yalp's permission in writing.

If any provision or clause of these GTC is found to be null or unenforceable, the GTC shall be construed as a whole to effect as closely as practicable the original intent of the parties.

All disputes arising in connection with these GTC or any offers, confirmations or agreements entered into in connection herewith between Yalp and a Customer registered in an EU or EFTA member state, shall exclusively be submitted to the Rechtbank Overijssel, the Netherlands. All disputes arising in connection with these GTC or any offers, confirmations or agreements entered into in connection herewith between Yalp and a Customer not registered in an EU or EFTA member state, shall exclusively and finally settled by arbitration in Rotterdam, in the English language, by a single arbitrator, in accordance with the Arbitration Rules of the Netherlands Arbitration Institute. Notwithstanding this arbitration clause, any dispute regarding monies due by Customer to Yalp or Yalp's need to protect or enforce any patent, trademark, copyright or other intellectual property right, confidential information or trade secrets, or as part of litigation commenced by a third party shall allow Yalp to commence proceedings in a court of competent jurisdiction. The parties' rights and obligations arising out of or in connection with Yalp's order confirmation and/or these GTC shall be governed, construed, interpreted and enforced according to the laws of The Netherlands. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.