

**§1 General**

1. These Terms and Conditions of Sale and Delivery (hereafter "Terms") apply to all transactions made between N. Anastasyadis / INTERDARM (hereafter: "INTERDARM") and other parties.
2. In these Terms, "other parties" may refer to customers, suppliers, service providers and other legal entities.
3. These Terms apply to both initial agreements as well as all subsequent agreements with the other party, unless otherwise confirmed in writing.
4. Any deviation from these Terms is only binding when confirmed in writing by INTERDARM.
5. When closing an agreement, the other party agrees to INTERDARM's Terms, even when not expressly confirmed. Any Terms and Conditions of the other party that conflict with or deviate from these Terms will only be recognized if INTERDARM expressly and in writing agrees to their validity.
6. The other party's Terms and Conditions remain unaffected insofar as they do not conflict with these Terms. In that case, INTERDARM's Terms will take precedence, regardless of any provision to the contrary.

**§2 Offers and Conclusion of Contract**

1. Offers made by INTERDARM are non-binding and subject to change without notice, unless INTERDARM explicitly declares an offer binding or if the offer contains a specific acceptance period.
2. When placing an order, the customer declares his binding intention to purchase the goods.
3. Any subsequent additional agreements and/or amendments are only binding if confirmed in writing by INTERDARM.

**§3 Pricing and Payment Conditions**

1. Unless stated otherwise, INTERDARM's quoted sales prices are:
  - Based on ex-works delivery;
  - Without cost for packaging, handling, transport and insurance;
  - Excluding VAT, import duties and other taxes.
2. Appropriate price changes due to changes in costs for materials, shipping and/or human resources may be applied to deliveries that take place two months or later after the conclusion of the contract.
3. Unless stated otherwise in the offer/order confirmation, the invoice amount is due within 14 days after the invoice date. After this period, the customer comes into default of payment. Payment is only considered completed when the invoice amount has been received in INTERDARM's bank account.
4. Cash discount deductions are only permitted if specifically agreed upon in writing.
5. The customer may only deduct or suspend payments if its counterclaim has been legally established, is uncontested or has been approved by INTERDARM. The customer cannot deduct or suspend payments due to any alleged breaches by INTERDARM.
6. If the customer fails to pay on time, INTERDARM reserves the right to charge interest in the amount of 5% above the relevant base rate of the European Central Bank, from the moment of default. INTERDARM also reserves the right to claim higher damages.
7. If the customer fails to pay on time, INTERDARM has the right to withhold further deliveries until the payment is made.
8. If the customer's credit rating decreases, all outstanding invoices become immediately due and payable.

**§4 Cancellation**

1. Either party has the right to terminate the agreement in writing, in whole or in part, without the need for a written notice of

default or court intervention and without being obliged to pay any damages or compensation, if any of the following events occur:

- The other party applies for a moratorium;
  - The other party files for its own bankruptcy or its bankruptcy is pronounced;
  - The enterprise of the other party is or has been liquidated or terminated other than for the purpose of merging enterprises;
  - A substantial part of the assets of the other party is or has been seized;
  - The other party is no longer considered capable of fulfilling its obligations.
2. If the agreed delivery date is not met by INTERDARM and INTERDARM fails to deliver on a second reasonable delivery date, the customer is entitled to cancel the agreement. This provision does not apply in case of partial deliveries, provided that INTERDARM has made at least one partial delivery within the agreed delivery deadline.
  3. Invoices issued by INTERDARM before the cancellation of the agreement for work already carried out in execution of the agreement shall remain due and become immediately payable at the time of the cancellation.
  4. If the customer wishes to cancel an agreement after conclusion, INTERDARM reserves the right to charge a cancellation fee of 10% of the order price (incl. VAT). This fee is in addition to any other damages, including lost profits, that INTERDARM may be entitled to under applicable law.

**§5 Delivery**

1. Any estimated delivery time provided by INTERDARM is not binding, unless explicitly confirmed in writing. If not agreed otherwise, INTERDARM will consider the delivery deadline to have been met once the buyer is notified of the goods' readiness for shipment, or at the latest, when the goods have left the factory or warehouse within the delivery deadline.
2. INTERDARM reserves the right to deliver a quantity of goods that deviates from the ordered quantity by up to 10% in either direction. In such cases, the purchase price will be adjusted proportionally based on the quantity that was over- or undersupplied.
3. INTERDARM reserves the right to make partial deliveries, which can be invoiced separately.
4. Costs for refusals or undeliverable shipments will be charged to the customer.
5. If shipping or collection is delayed due to the customer's negligence or deliberate decision, INTERDARM will store the goods at the customer's risk and expense. In this case, the notification date on which the goods are ready for shipping or collection is considered equivalent to the shipping date.
6. INTERDARM is only liable for a delay in delivery that is caused intentionally or through gross negligence. A compensation for the delay, amounting to a maximum of 3% of the delivery value, may be offered.
7. INTERDARM reserves the right to engage third parties to execute the agreement.

**§6 Packaging**

1. Pallets (H1 and EUR pallets), E2 crates and containers used by INTERDARM for the transport of goods and handed over to the customer with the delivery must either be exchanged on delivery or returned to INTERDARM by the customer at his own expense, within 30 days of delivery. In the event of non-return or non-exchange, the customer will be charged for the costs of replacement.

**§7 Passing of Risk upon Dispatch**

1. Loading and shipping are carried out uninsured at the customer's own risk. If the goods are collected by or shipped to the customer at the customer's request, the risk of accidental loss or deterioration of the goods shall pass to the customer upon dispatch, at the latest upon leaving the warehouse. This applies regardless of which party bears the freight costs.

**§8 Force Majeure**

1. If before or during the execution of the agreement it appears that (further) execution of the agreement is not possible due to force majeure, INTERDARM reserves the right to temporarily pause the agreement or to terminate it, without obligation to pay any damages.
2. "Force majeure" includes a.o.: all involuntary business interruptions or impediments, such as storm damage and other natural disasters, fire, impediments by third parties, full or partial labor strikes, terrorism, riots, war or danger of war in the Netherlands or elsewhere, all general illnesses of INTERDARM's employees, import or export bans, restrictive regulations of any government in the Netherlands or elsewhere, non-delivery or late delivery of goods by INTERDARM's suppliers and furthermore, in general, all circumstances, events, causes and consequences beyond INTERDARM's control.
3. INTERDARM reserves the right to claim payment for all the work performed for the agreement in question, up until the force majeure event occurred.

**§9 Retention of Title**

1. INTERDARM retains ownership of the delivered goods until the customer has fully paid all costs associated with the agreement, including additional costs and interest. This also applies to all future deliveries, even if not expressly referred to. INTERDARM is entitled to take back the sold goods if the customer acts in breach of the agreement. Expiration of the agreed payment deadline constitutes such breach. Repossession by INTERDARM of said goods constitutes a cancellation of the contract. The customer will be charged for the costs of repossession.
2. The customer is obliged, as long as ownership has not yet passed to him, to treat the purchased goods with care and in accordance with the product's technical specification(s).
3. The customer is obliged to sufficiently insure the purchased goods to their full replacement value against damage or loss due to fire, water, or theft at their own expense.
4. The customer is permitted to resell the goods that are subject to Retention of Title in the normal course of business. The customer hereby assigns to INTERDARM the payment claim(s) on their purchaser resulting from the resale of the goods, up to the amount of the invoice agreed upon with INTERDARM (incl. VAT). This assignment applies whether or not the goods have been resold with or without processing. The customer may continue to collect the payment claim(s) on behalf of INTERDARM, even after the assignment. However, INTERDARM reserves the right to collect the payment claim(s) itself if necessary.
5. Upon request of INTERDARM, the customer is obligated to inform their purchaser(s) immediately of the assignment to INTERDARM, and to provide the required information for collecting the payment claim(s). Nonetheless, INTERDARM agrees to not collect the payment claim(s) as long as the customer fulfills their payment obligations, is not in default of payment, and no insolvency proceedings have been initiated or payments have been suspended.
6. The customer must notify INTERDARM promptly of any seizure or other impairment by third parties. Any costs incurred to

cancel the seizure or return the goods subject to Retention of Title, that are not reimbursed by third parties, shall be borne by the customer.

**§10 Warranty and Claims**

1. The other party is obliged to report any defects of the purchased goods within seven days of receipt, in writing.
2. The warranty does not cover minor deviations from the agreed quality that are commonly accepted in the industry, as well as minor deviations between the delivered goods and samples. Additionally, natural variations in quality and dimensions do not qualify as defects. The warranty also does not cover goods that have exceeded the expiration date specified by INTERDARM, or have not been stored properly according to instruction. Furthermore, if the usability of the goods is affected due to faulty or negligent handling, excessive use, unsuitable operating materials, or external factors beyond the agreement, no claims for defects can be made after the passing of risk. If the other party or a third party makes improper alterations to the goods, no claims for defects can be made.
3. In case the delivered goods have a defect that existed at the time of the passing of risk, INTERDARM's warranty obligation is limited to a rectification of the purchased goods or a replacement delivery, as decided by INTERDARM. The other party is obligated to give INTERDARM reasonable time and opportunity to address the claim.
4. If the rectification or replacement delivery is unsuccessful at the second attempt, both parties have the right to terminate the agreement without any claim for damages.
5. After the delivery of the goods or passing of risk to the customer, claims for defects in quality shall be subject to a 12-month statute of limitations. For damages resulting from intentional or grossly negligent acts, as well as for personal injury or damage to health caused by a deliberate or negligent breach of duty by the user, the statutory limitation period applies.
6. INTERDARM will only be liable for recourse claims from the customer if the customer has not made any agreements with third parties that exceed the legally binding limit for warranty claims.
7. Under no circumstances will INTERDARM's total liability under the agreement exceed the amount paid under INTERDARM's liability insurance, if any.

**§11 Applicable Law**

1. On all INTERDARM's offers, agreements and services, Dutch law is applicable.
2. The rights and obligations arising from the agreement cannot be (sub)licensed or transferred by the other party to a third party, unless INTERDARM explicitly agrees in writing. INTERDARM will not unreasonably withhold this permission.
3. INTERDARM has the right to (sub)license and/or transfer the rights and obligations arising from the agreement to a third party, without the consent of the other party.
4. If at any time INTERDARM does not exercise any right or authority granted to us under these Terms, the agreement or by law, this shall not constitute a waiver of that right or authority.

**§12 Other Provisions**

1. Should individual provisions of these Terms be or become invalid in whole or in part, the remaining provisions shall continue to apply. The parties undertake to replace the wholly or partially invalid provision with a provision that comes as close as possible to the economic success of the invalid provision.